

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

# Resolution

Number 18-0201

Adopted Date February 20, 2018

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

BE IT RESOLVED, to hire Brittney Whitaker, 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, \$15.67 per hour, under the Warren County Job and Family Services, Children Services compensation plan, effective March 19, 2018, subject to a negative drug screen and 365 day probationary period.

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)  
B. Whitaker's Personnel file  
OMB – Sue Spencer

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

# Resolution

Number 18-0202

Adopted Date February 20, 2018

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

BE IT RESOLVED, to hire Joseph Archuleta, 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, \$15.67 per hour, under the Warren County Job and Family Services, Children Services compensation plan, effective March 5, 2018, subject to a negative drug screen and 365 day probationary period.

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)  
J. Archuleta's Personnel file  
OMB – Sue Spencer

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

# Resolution

Number 18-0203

Adopted Date February 20, 2018

AMEND RESOLUTION #18-0105 APPROVING THE HIRE OF BRITTNEY YOST WITHIN WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, pursuant to Resolution #18-0105, adopted January 30, 2018 this Board approved the hire of Brittney Yost at a pay rate of \$15.37 per hour; and

WHEREAS, the correct rate of pay for Ms. Yost is \$15.67 per hour; and

NOW THEREFORE BE IT RESOLVED, to amend resolution #18-0105, adopted January 30, 2018 to reflect the correct rate of pay of \$15.67 per hour, effective February 20, 2018.

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: B. Yost's Personnel file  
Children Services (file)  
OMB – Sue Spencer

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

# Resolution

Number 18-0204

Adopted Date February 20, 2018

AMEND RESOLUTION #17-1834 APPROVING THE PROMOTION OF JASON SORRELL AS SUPERINTENDENT WITHIN THE WATER AND SEWER DEPARTMENT EFFECTIVE PAY PERIOD BEGINNING MARCH 3, 2018

WHEREAS, pursuant to Resolution #17-1834, adopted November 21, 2017 this Board approved the promotion of Jason Sorrell as FLSA status, non-exempt; and

WHEREAS, the correct FLSA status for the position is exempt; and

NOW THEREFORE BE IT RESOLVED, to amend resolution #17-1834, adopted November 21, 2017, to reflect the correct FLSA status as exempt, effective pay period beginning March 3, 2018.

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: J. Sorrell's Personnel file  
Water and Sewer (file)  
OMB – Sue Spencer

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

# Resolution

Number 18-0205

Adopted Date February 20, 2018

HIRE ARLIS SHANE AMMONS AS SEWER COLLECTIONS WORKER II, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT


BE IT RESOLVED, to hire Arlis Shane Ammons as Sewer Collections Worker II within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), Pay Range #15, \$16.20 per hour, effective March 12, 2018, subject to a negative drug screen and 365-day probationary period.

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

H/R

cc: A.S. Ammons' Personnel file  
Water/Sewer (file)  
T. Reier  
OMB – Sue Spencer

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

# Resolution

Number 18-0206

Adopted Date February 20, 2018

HIRE CHARLES WALKER AS SEWER COLLECTIONS WORKER I, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Charles Walker as Sewer Collections Worker I within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), Pay Range #13, \$14.81 per hour, effective March 12, 2018, subject to a negative drug screen and 365-day probationary period.

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: C. Walker's Personnel file  
Water/Sewer (file)  
T. Reier  
OMB – Sue Spencer

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

# Resolution

Number 18-0207

Adopted Date February 20, 2018

HIRE SETH ADAMS AS SEWER COLLECTIONS WORKER I, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT


BE IT RESOLVED, to hire Seth Adams as Sewer Collections Worker I within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), Pay Range #13, \$14.81 per hour, effective March 13, 2018, subject to a negative drug screen and 365-day probationary period.

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: S. Adams's Personnel file  
Water/Sewer (file)  
T. Reier  
OMB – Sue Spencer

# Resolution

Number 18-0208

Adopted Date February 20, 2018

APPROVE PROMOTION OF JOHN KENDRICK TO THE POSITION OF SEWER COLLECTIONS WORKER III WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Kendrick obtained a Class I Wastewater Collection Operator certification; and

WHEREAS, the Sanitary Engineer recommends the promotion of Mr. Kendrick, to the position of Sewer Collections Worker III and receive an increase in accordance with the Water and Sewer Work Rules; and

WHEREAS, it is the desire of the Board to promote Mr. Kendrick to said position in accordance with the Sanitary Engineer's staffing plan; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of John Kendrick to the position of Sewer Collections Worker III within the Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range #17, \$19.15, effective pay period starting January 20, 2018.

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR:

cc: Water/Sewer (file)  
John Kendrick's personnel file  
OMB – Sue Spencer  
T. Reier



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

# Resolution

Number 18-0209

Adopted Date February 20, 2018

APPROVE HIRING OF STACY SHEFFIELD AS THE EXECUTIVE DIRECTOR WITHIN THE WORKFORCE INVESTMENT BOARD BUTLER, CLERMONT, WARREN COUNTIES

WHEREAS, it is the recommendation of the Workforce Investment Board that Stacy Sheffield be hired in said position; and

NOW THEREFORE BE IT RESOLVED, to approve the hiring of Stacy Sheffield as the Executive Director within the Workforce Investment Board Butler, Clermont, Warren Counties, unclassified, full-time permanent, exempt status, Pay Range C, \$2,884.62, effective February 21, 2018, subject to a negative drug screen, background check (BCI).

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS

  
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Tina Osborne, Clerk

cc: Workforce Investment Board (file)  
Stacy Sheffield's Personnel file  
OMB

# Resolution

Number 18-0210

Adopted Date February 20, 2018

END TEMPORARY RECLASSIFICATION FOR GARY HUBBS, WITHIN WARREN COUNTY THE BUILDING AND ZONING DEPARTMENT

WHEREAS, due to the extended absence of the Building and Electrical Supervisor, the Board, temporarily reclassified Gary Hubbs the Building and Electrical Supervisor position with a pay increase; and

NOW THEREFORE BE IT RESOLVED, to end temporary reclassification for Gary Hubbs, and return to Building Inspector IV, effective pay period beginning February 3, 2018; and

BE IT FURTHER RESOLVED, to end temporary pay increase for Gary Hubbs, and return to previous rate of \$28.00 per hour, effective pay period beginning February 3, 2018.

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: Building and Zoning (file)  
G. Hubbs' Personnel file  
OMB-Sue Spencer

# Resolution

Number 18-0211

Adopted Date February 20, 2018

APPROVE RECLASSIFICATION OF RON SEMPSROTT FROM THE POSITION OF BUILDING AND ELECTRICAL INSPECTOR IV TO BUILDING AND ELECTRICAL SUPERVISOR WITHIN THE WARREN COUNTY BUILDING AND ZONING DEPARTMENT

WHEREAS, the current Building and Electrical Supervisor is retiring effective February 27, 2018 and has been off for medical leave; and

WHEREAS, the Chief Building Official has indicated that Ron Sempstrott performs the essential functions of a Building and Electrical Supervisor and desires to reclassify him to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Ron Sempstrott to the position of Building and Electrical Supervisor, exempt, pay range #B, \$2,500.00 bi-weekly, effective pay period beginning February 3, 2018.

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building and Zoning (file)  
R. Semprött's Personnel file  
OMB – Sue Spencer

# Resolution

Number 18-0212

Adopted Date February 20, 2018

ADOPT PREVENTATIVE CHANGE TO THE HEALTHCARE PLAN TO ALLOW 100% COVERAGE FOR SHINGRIX SHINGLES VACCINATION FOR MEMBERS AGE 50 AND OVER EFFECTIVE APRIL 1, 2018

WHEREAS, the current preventative schedule provides 100% coverage for the shingles vaccination for members age 60 and over; and

WHEREAS, based on FDA approval of Shingrix shingle vaccination recommended for adults age 50 and over, it is the desire of the Board to amend the Warren County Healthcare preventative schedule to provide 100% coverage for the vaccination for members age 50 and over.

NOW THEREFORE BE IT RESOLVED, to amend the preventative schedule change to allow 100% coverage for Shingrix shingle vaccination for members age 50 and over, effective April 1, 2018.

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: Horan Assoc  
United Healthcare  
Warren County Health Department  
OMB File  
Benefits file  
Tammy Whitaker, OMB

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

# Resolution

Number 18-0213

Adopted Date February 20, 2018

DECLARE AN EMERGENCY AND WAIVE COMPETITIVE BIDDING FOR THE IMMEDIATE PURCHASE OF DOOR PROCESSING UNITS AT THE WARREN COUNTY JAIL

WHEREAS, the current card reader system at the Warren County Jail had a catastrophic failure and is too old to be repaired; and

WHEREAS, the card reader system is necessary for the safety and security of the Warren County Jail; and

NOW THEREFORE BE IT RESOLVED, to authorize the immediate purchase of the necessary door processing units needed to reactivate the current system; and


BE IT FURTHER RESOLVED, to approve purchase order #23858 in the amount of \$15,952.00 to Schneider Electric Buildings for said units.

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Facilities Management (file)  
OMB

# Resolution

Number 18-0214

Adopted Date February 20, 2018

DECLARE AN EMERGENCY AND WAIVE COMPETITIVE BIDDING FOR THE IMMEDIATE REPAIR TO THE X-RAY SCANNER AT THE COMMON PLEAS COURT BUILDING

WHEREAS, the conveyor belt on the Smith's Detection HS 6040i x-ray scanner is worn; and

WHEREAS, the x-ray scanner is necessary for the safety and security of the Common Pleas Court Building; and


NOW THEREFORE BE IT RESOLVED, to authorize the immediate repair of the x-ray scanner at Common Pleas and approve purchase order #23859 in the amount of \$1,632.00 to Hamco X-ray Inc. for said repair.

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor VS  
Facilities Management (file)  
OMB

# Resolution

Number 18-0215

Adopted Date February 20, 2018

WAIVE REZONING APPLICATION FEE ASSOCIATED WITH THE REZONING APPLICATION FOR APPROXIMATELY SIX ACRES FOR LEBANON CORRECTIONAL INSTITUTE IN TURTLECREEK TOWNSHIP

WHEREAS, Ohio Department of Rehabilitation and Correction on behalf of Lebanon Correctional Institute is submitting a rezoning application for approximately six acres of their property located at 3791 State Route 63 in Turtlecreek Township to allow a class II composting facility; and

WHEREAS, we are in receipt of a letter requesting the application fee be waived; and

NOW THEREFORE BE IT RESOLVED, to waive the rezoning application for Lebanon Correctional Institute; and

BE IT FURTHER RESOLVED that Lebanon Correctional Institute be responsible for any surcharge required by the State of Ohio.

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: Building Department (file)  
Zoning Department (file)  
Lebanon Correctional Institute

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

# Resolution

Number 18-0216

Adopted Date February 20, 2018

APPROVE AND AUTHORIZE REFUND OF APPLICATION FEE ASSOCIATED WITH VARIANCE AND APPEAL OF CONDITIONS REQUIRED FOR AN ACCESS PERMIT

WHEREAS, the Warren County Convention and Visitors Bureau filed a Request for Variance and Appeal of conditions Required for an Access Permit associated with the new Warren County Sports Complex; and

WHEREAS, this Board was unable to hear the appeal because the Warren County Convention and Visitors Bureau did not own the property and were not an authorized applicant and it is necessary to refund their application fee of \$85.00; and


NOW THEREFORE BE IT RESOLVED, to approve and authorize the refund of \$85.00 to the Warren County Convention and Visitors Bureau.

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: Erynn Hartmann  
OMB (file)  
CVB (file)



# Resolution

Number 18-0217

Adopted Date February 20, 2018

SET AND ADVERTISE PUBLIC HEARING #2 TO DESIGNATE PROJECTS WARREN COUNTY INTENDS TO FUND FOR THE FY 2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) URBAN ENTITLEMENT PROGRAM

BE IT RESOLVED, to authorize the Clerk to advertise one time in a newspaper of general circulation Notice of Public Hearing #2 for FY 2018 Community Development Block Grant (CDBG) Urban Entitlement Program; said hearing scheduled for March 13, 2018 at 9:05 a.m., in the Warren County Commissioners Meeting Room; and

BE IT FURTHER RESOLVED, for said advertisement to list the following projects that Warren County intends to fund for the FY 2018 CDBG Urban Entitlement Program:

\$ 50,762	Warren County Emergency Services – South Lebanon & Morrow River Gauges
\$ 234,000	Deerfield Twp – Davis/Rich Rd Intersection
\$ 175,000	City of Franklin – Curb & Gutter Repair
\$ 50,000	Village of Maineville – ADA Restroom
\$ 58,500	Interfaith Hospitality Network – Assistance to Homeless
\$ 42,000	Abuse & Rape Crises Shelter – Housing Assistance to Domestic Victims
\$ 70,000	Administrative Costs

Awards are based on estimated amounts to be received from US Dept of HUD. Any increase or decrease relative to the grantee's estimated allocation amount will be applied to the Maineville ADA Restroom project (not to exceed \$75,000), Interfaith Hospitality Network (not to exceed public service cap) and Administrative Costs (not to exceed administrative cap).

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/sm

cc: OGA (file)

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

# Resolution

Number 18-0218

Adopted Date February 20, 2018

**RESCIND RESOLUTION #18-0010 AND ACCEPT REVISED WARREN COUNTY  
TRANSIT SERVICE FINANCIAL GUIDE**

WHEREAS, pursuant to Resolution #18-0010, adopted January 4, 2018 the Federal Transit Administration suggested minor changes to the guide, and

WHEREAS, said agreement has been revised to reflect changes; and


NOW THEREFORE BE IT RESOLVED, to rescind Resolution #18-0010, adopted January 4, 2018, and accept revised Warren County Transit Service Financial Guide.

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

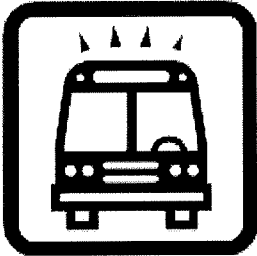
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cc: Transit (file)  
Policy file

Financial Procedure  
Revised: February 8, 2018

# Warren County Transit Service

## Financial Management Guide



## **Section 1: Introduction**

### **Forward**

The Warren County Transit Service (WCTS) administers federal and state grant programs to help fund operations and capital purchases for qualified transportation organizations. WCTS receives the federal grant dollars from the Federal Transit Administration (FTA). FTA imposes requirements that grantees must meet in order to initially receive, and continue to receive, federal grant funds from WCTS. One of those requirements is to have strong financial management practices.

This guide is intended to clarify the federal requirements for financial management. The guide includes information on:

- Budgeting Practices
- Definitions of Common Accounting Terms
- Accounting Basics
- Revenue and Expense procedures
- Audits

### **Financial Management – Definition**

Financial Management means having a solid financial and accounting system in place to manage grant funds properly. Elements of a good financial management system include:

- Financial Reports showing receipts and expenditures
- Accounting records with day-to-day expenses and revenue
- Internal control that ensures assets are used for authorized purposes only.
- Budget Control that ensures expenses are in line with the original budget.
- Agency only submits for reimbursements for allowable costs to federal government
- Agency maintains accounting records with source documentations such as copies of checks and invoices.

### **Why have Financial Management?**

Financial Management is needed to:

- Manage the system so that goals and objectives are met efficiently
- Know the true cost of operating the system so that costs may be billed appropriately to the system's users.
- Report to funding sources (like NTD) how money was spent, what revenues were taken in, and the financial status of the organization.

## **Section 2: Budgets**

### **Why have a Budget**

Budgets are important because the document serves as a planning tool. A budget forces agency management to formally decide what they want and expect to happen in the future. During the annual budgeting process, agencies need to look at the following issues:

- Expanding or reducing services
- Adding new services
- Changing fare rates
- Adjusting expenses such as office supplies and salaries

Preparing a budget prepares for an agency for grant applications and identifies financial needs.

## **What a Budget Should Include**

A budget must have expense and revenue projections. More information on defining expenses and revenues will be discussed further.

Budgets should include carry over balances and should balance.

Budget expenditures should be as detailed as feasibly possible and use appropriate funding lines and categories. For examples, capital purchases and operating expenditures should not come out of the same line item. Revenue sources should also be categorized by source. Local funds should be in a different fund than federal funds.

## **Section 3: Costs/Expenses**

Cost principles should follow the guidance set forth in 2 CFR Chapters I and II.

Typical Cost Categories include:

Operations Costs:

- Expenses to contracted service provider
- Fuel and oil costs
- Administrative costs such as salaries

Preventative Maintenance Costs

- Costs associated with maintain the useful life of vehicles, such as...
- Tires
- Fluid Changes
- Parts
- Repairs

Capital Costs

- Purchase of rolling stock
- Equipment

## **Definitions**

**Contracted Service Provider:** The company that is paid by Warren County, through an established contractor to provide the following services as it relates to transit:

- Drivers and driver salaries
- Dispatch and dispatch salaries
- Preventative Maintenance
- Mechanic and mechanic salaries
- Maintenance Garage
- Dispatch Office
- Utilities

**Vehicle insurance:** Includes the cost of vehicle and transportation-related types of insurance including liability and property damage, fire, and theft.

**Vehicle license:** Includes the cost of licensing and/or registration tax on vehicles used to transport passengers.

Administrative salary: Includes all wages and benefits paid to the administrative staff of the agency for time allotted to the transportation program or the value of their time spent on transportation-type administrative duties.

Materials and supplies: Includes all the cost of office materials and supplies.

Office equipment and supplies: Includes administrative costs not categorized above that contribute to the operation of the transportation program. All items must be specified.

### **Allowable Costs by Federal Government**

The following are cost standards under the circulars:

- Cost reasonableness

In determining if a cost is reasonable, an agency must determine whether the cost is generally recognized as ordinary and necessary for operation of the public transportation program and the market prices for comparable goods or services. A cost is necessary if the expenditure is required for performance or administration of the public transportation program and furthers the grant goals.

- Costs must be allowable (ability to be distributed properly)

The federal cost circulars impose an obligation on all recipients of federal funds to establish project accounts that can be used to accumulate (journals/ledgers), segregate (chart of accounts), and allocate (cost allocation plans) costs.

Direct costs are those expenses incurred by the agency that are directly related and strictly benefit only the public transportation program. Such costs are totally allocable to the transportation program.

Indirect costs are those that have been incurred for common or joint purposes. These costs benefit more than one cost objective or program. Indirect costs must be allocated to the transportation program in accordance with an indirect cost allocation plan, which is described in further detail later in this section.

- No prohibition under law
- Conformance with principles, grants, and regulations  
Costs must conform to any limitation or exclusions set forth in these principles, federal laws, and the terms and conditions of the federal award.  
The CFRs, along with circulars issued by FTA, provide for what costs are allowable. WCTS uses these cost principles to determine the grant award for each agency. Therefore, an agency must follow the approved project budget in the grant agreement with WCTS to make sure costs sought for reimbursement are allowable costs.
- Consistency with policies and accounting & Conformance with generally accepted accounting principles

The CFRs, along with circulars issued by FTA, provide for what costs are allowable. WCTS uses these cost principles to determine the grant award for each agency. Therefore, an agency must follow the approved project budget in the grant agreement with WCTS to make sure costs sought for reimbursement are allowable costs.

Agencies must consistently administer all of their federal grants using the same accounting policies and procedures.

- **Prohibition of use as local match**  
This standard means that costs incurred and charged to one grant program cannot be billed again or claimed under another federal award. This standard also states that unless specifically permitted by legislation, costs associated with one federal award cannot be used to meet the local matching requirement of another federal grant.
- **Net costs**  
The total amount eligible for reimbursement under a federal award equals the allowable direct costs, plus the allocable portion of allowable indirect costs, minus the applicable credits for all items in the approved project budget. Applicable credits are reductions of expenditures that offset or reduce the expense items that are attributable to the transit program as either direct or indirect costs. Examples of such credits include purchase discounts, rebates, allowances, insurance payments
- **Documentation**  
Costs claimed under any federal award must be adequately documented. Documentation for most expenses incurred consists of vendor receipts and corresponding evidence that the vendor has been paid.

Purchased transportation service must have supporting documentation to show where the revenue from that purchase is being spent.

According to federal guidelines, costs must be adequately documented. For example, under FTA guidelines, accounting records must be supported by source documentation such as: cancelled checks, paid bills, payrolls, time and attendance records, and grant contract documents.

Employee time is charged as an activity (e.g., administration), and documentation must consist of payrolls documented in accordance with generally accepted practices of the governmental unit and approved by a responsible official of the governmental unit.

#### **Section 4: Revenues / Local Match**

##### **Farebox**

Farebox revenue includes: fares paid by passengers, pre -paid fare media used by passengers including multi-ride passes and tokens, prepaid passes, or other fare media purchased by a human service agency for distribution to its clients, and user-side subsidy arrangements.

##### **Agency Contracts**

Contract revenues involve a funding agency (such as human services) contracting with a transit system to provide transportation for the passengers specified by the agency. Transit agencies may be involved in multiple contracts. Most often these contracts last for one year and will be negotiated annually.

## **Local Funding**

Funding allocated from the County general fund may be used as local match.

## **Tax Revenues**

Warren County does not use tax revenues to directly support WCTS.

## **Private Donations**

Any private donations made to WCTS may be used as a local match for operating or capital expenses.

## **Net Income Generated from Advertising**

Any income generated from advertising or concessions may be used as a local match for operating or capital expenses.

## **Section 5: Accounting Basics**

### **Definitions**

Accounting is a set of rules and methods by which financial and economic data are collected, processed, and summarized into reports that can be used to make decisions.

A general ledger is the main accounting record which lists every financial transaction, including debits and credits.

A debit, or receipt, is an entry on in the Receipts page of the general ledger and bookkeeping system that represents the addition of an asset or expense or the reduction to a liability or revenue.

A credit, or expense, is an entry in the general ledger and bookkeeping system that represents the reduction of an asset or expense or the addition to a liability or revenue.

Assets are economic resources that provide potential future benefit. Assets are divided into current assets, fixed assets, and other long-term assets. Current assets represent resources to be consumed or converted to cash within one year. Fixed assets represent property, buildings, and equipment used in the performance of a service. For example, transit buses are a fixed asset. Other long-term assets represent any other asset that does not fit into the current asset or fixed asset categories.

Liabilities are obligations of the agency that will result in the probable future outlay of an asset. If an agency owes a gas station money on a credit card, this is a liability. If an agency borrows money from a bank, then this is also a liability. Liabilities are divided into current liabilities, long-term debt, and other long-term liabilities. Current liabilities are obligations due within one year. Long-term debt is money that has been borrowed that will need to be repaid after one year. Other long-term liabilities represent any other liability that does not fit into the current liability or long-term debt categories.

### **Accounting Procedures**

The following steps are taking to record transactions:

- Encumber Funds. Before a purchase is made, funds must be allocated through the County Auditor system. This can be done through yearly budget requests that are approved by the County Commissioners.



- Any purchase equal to or over \$1,000 is subject to the applicable County, State or Federal procurement policy. A purchase order must be obtained and approved by the County Commissioners for such purchases.
- Once services are complete or capital items are purchased, Warren County will receive an invoice from the appropriate vendor. This amount will be recorded in the Transit General Ledger.
- Invoice will be checked for accuracy by a Manager of the Grants Administration.
- The Manager of Grants Administration will prepare a voucher to be submitted to the Auditors Office in a timely manner. The voucher must be created in accordance with County Auditor procedure.
- County Auditors Office will produce a check for payment and send it to the Grants Administration.
- Grants Administration will retain a copy of the check and invoice for their records, then submit the check to the vendor.
- When the expense is part of a reimbursable grant, the Administrative Assistant of the Grants Administration will request reimbursement through the appropriate channel, such as ECHO or Blackcat. The Manager of the Grants Administration will approve the request.
- County will receive funds from FTA or ODOT via wire-in or check.
- Funds will be deposited into appropriate fund account (Account 299) and recorded in the Transit General Ledger.
- When the final grant reimbursement has been made (through ECHO), Program Manager should close out the grant in TEAM or TRAMS.

Records to be maintained:

- Invoices
- Checks
- Draw down documents
- Account Ledger

#### General Ledger and Auditor Accounting

The Transit General Ledger should match the County Auditor's accounting ledger, as each transaction must be updated in both systems. At the end of each month, a report should be obtained from the Auditor's system and either the Manager of the Grants Administration or Administrative Assistant should check to ensure that each transaction and final numbers of both expenditures and receipts match.

### **Section 6: Invoices**

All operating and other payments made by WCTS are on a cost reimbursement basis, up to the authorized amounts described in grantee contracts. WCTS will not process reimbursement requests until all required information is provided in the correct format on the reimbursement request forms.

Invoices must be checked by Manager of Grants Administration for accuracy. And discrepancies must be resolved by vendor and County prior to issuing payment.

Vouchers for invoices must be processed within thirty days.

### **Section 7: Drawdowns**

When submitting a request for reimbursement for operating or capital expenses related to an FTA-funded grant, the following procedures must be followed:

Once all conditions of the grant has been completed and payment has been disbursed, a request may be made through ECHO for reimbursement.

The Administrative Assistant will prepare a trial balance to ensure that

- 1.) The activity/purchase was: performed in accordance with the grant.
- 2.) Invoices have been paid.
- 3.) Copies of checks are on file.
- 3.) The general ledger has been updated.
- 4.) The amount of the request does not exceed the grant award amount.

The Program Manager will review the accounting to confirm all of the above details.

The Administrative Assistant will log into the ECHO drawdown system and request the draw.

The Program Manager will then log into the ECHO drawdown system and approve the draw the same day as the request.

The County Treasurer's Office will be notified that a wire-in is to be expected. Once the funds are transferred, either the Manager or Administrative Assistant will prepare a pay-in to the County Treasurer Office and update the general ledger of the receipt.

### **Section 7.1: Federal Financial Reporting Requirements**

As an organization that receives less than \$2 million grant dollars and has no construction activities, WCTS is required to submit annual financial reports to FTA through the TRAM website. Report shall include both operation and capital financial data, fleet information and contractual relationship information. Report shall be prepared by Program Manager then submitted by the official CEO (County Administrator).

Furthermore, WCTS is required to annually submit/certify certifications and assurances within 90 days after publication of the Federal Register, or no later than application submission. This process shall be completed by an attorney from the County Prosecutor's Office, which represents Warren County Transit Service.

### **Section 8: Record Retention**

WCTS is required to keep copies of all financial and programmatic records in accordance with the applicable County, State, or Federal Retention Schedule.

### **Section 9: Audits**

WCTS must comply with county, state and federal auditing requirements in accordance with OMB Circular A-133. This circular requires annual financial audits be performed by an independent auditor for any agency receiving more than \$500,000 in federal funds each year. Federal funds are not just transportation grant funds, but include all potential sources of federal funding.

Transit audits are arranged overseen by the County Auditor's Office, under the jurisdiction of the County Auditor.

An audit is a series of procedures performed on select transactions, account balances, and internal control features of the accounting system. These procedures must be performed under the supervision of a Certified Public Accountant (CPA).

The end result of an audit is that the auditor will issue an opinion on the fairness of the financial

statements reviewed.

### **Auditing vs. Accounting**

Auditing means examining the transactions and the internal controls of the transportation agency. Accounting is the recording of the transactions and development of the internal controls. Auditing issues an opinion on accounting, therefore, the person hired to complete the annual audit should be someone different than the person hired to complete the accounting functions.

### **Information Requested for an Audit**

Common records that may be reviewed in an audit include:

General Ledger  
Copies of checks  
Asset records  
Contracts  
Grant List

### **Common Auditing Problems**

Problem: Lack of sufficient detail to support accounting entries.

Solution: Ensure a good filing system is in place and keep all pertinent documents filed together.

Problem: Incorrect accounting entries.

Solution: If your agency staff is in doubt on how to record a transaction, ask your auditors immediately.

### **Section 10: Resources**

WCTS should take full advantage of the following resources:

- 2 CFR part 200
- FTA Circular 5010.1E "Grant Management Requirements"
- FTA Circular 9030.1E "Urbanized Area Formula Program Guidance and Application Instructions"

Reference: [https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/FINAL\\_FTA\\_circular9030.1E.pdf](https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/FINAL_FTA_circular9030.1E.pdf) and



General Ledger Sample – Expenditures

<b>Office Supplies - 299-7000-210</b>				
<b>Date</b>	<b>Description/Vendor</b>	<b>Type</b>	<b>Amount</b>	<b>Balance</b>
	Appropriation	AP		\$ 300.00
4/3/2017	Dorns - correction tape	DI	\$ 22.99	\$ 277.01
8/2/2017	Nickerson - receipts, labels, laminator pouches	DI	\$ 127.93	\$ 149.08
8/29/2017	Nickerson - 6x9 envelopes	DI	\$ 19.41	\$ 129.67
10/24/2017	Dorns - toner	DI	\$ 69.99	\$ 59.68

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

# Resolution

Number 18-0219

Adopted Date February 20, 2018

RESCIND RESOLUTION #18-0059 AND ACCEPT REVISED WARREN COUNTY  
TRANSIT SERVICE PROCUREMENT GUIDE

WHEREAS, pursuant to Resolution #18-0059, adopted January 23, 2018 the Federal Transit  
Administration suggested minor changes to the guide, and

WHEREAS, said agreement has been revised to reflect changes; and

NOW THEREFORE BE IT RESOLVED, to rescind Resolution #18-0059, adopted January 23,  
2018, and accept revised Warren County Transit Service Procurement Guide.

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/sm

cc: Transit (file)  
Policy file

# **Warren County Transit Service Procurement Guide**

Revised 2/12/2018

## **FEDERAL TRANSIT ADMINISTRATION (FTA) PROCUREMENTS PROCEDURES For THIRD PARTY CONTRACTING**

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# **FEDERAL TRANSIT ADMINISTRATION (FTA) PROCUREMENTS PROCEDURES**

## **for THIRD PARTY CONTRACTING**

The Federal Transit Administration (FTA) requires an FTA recipient to conduct all third party procurements financed under 49 U.S.C. Chapter 53 in a manner that provides full and open competition as determined by FTA. The following guidance is based on the requirements of the Common Grant Rule for governmental recipients, specifically the requirements of FTA Circular 4220.1F and applicable statutory and administrative requirements. These procedures provide guidance for Third Party Procurements financed in whole or in part with grant funds awarded by the FTA.

It is the policy of Warren County Transit to follow Warren County Policy and Procedures relating to the County's procurement of goods and services, in order to provide public Transportation services. Warren County Transit shall ensure that all grant funded procurements conform to all applicable Federal, State, and Local laws and regulations. Applicable procurement practices are to be used as a supplement to sound business judgment in procurement and contracting. These Procurement Procedures are designed to set forth the standards for processing all contracts funded by FTA Grants which are awarded to Warren County. These standards are included to ensure that goods, equipment, materials, supplies, real property and services are obtained in an efficient and economical fashion, adhering to the principles of good administrative practices.

### **I. REQUIRED PROCUREMENT ELEMENTS**

#### **1) Written Standards of Conduct**

The Common Grant Rules require each recipient to maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

Warren County Board of Commissioners protects against any conflict of interest and establishes standards for the conduct of Warren County employees in situations where conflicts may exist. Because the confidence of the citizenry is the very foundation for effective Government, and even an unfounded appearance of unethical conduct by a public employee can significantly impair the capability of Government, all employees must acknowledge his/her compliance with, and understanding of, the County's Personnel Policy Manual, and its implementing policies.

#### **2) Grant Administration System**

The Common Grant Rules require the recipient to maintain a Grant Administration system to ensure that it and its third party contractors comply with the terms, conditions, and specifications of their contracts or purchase orders and applicable Federal, State and local responsibilities.

Warren County Grant Administration ensures that it and its third party contractors comply with the terms, conditions, and specifications of their contracts or purchase orders and applicable Federal, State, and local responsibilities. For sealed bid procurements and competitive negotiations, the procurement and/or contract file shall contain the following documentation:

- The executed contract and notice of award;

- Performance and payment bonds, bond-related documentation, and correspondence with any sureties;
- Contract-required insurance documentation;
- Post-award (pre-performance) correspondence from or to the contractor or other Government agencies;
- Notice(s) to proceed;
- Approvals or disapprovals of contract submittals required by the contract and requests for waivers or deviations from contractual requirements;
- Modifications/changes to the contracts including the rationale for the change, change orders issued, and documentation reflecting any time and or increases to or decreases from the contract price as a result of those modifications;
- Documentation regarding settlement of claims and disputes including, as appropriate, results of audit and legal reviews of the claims and approval by the proper authority (i.e., city council, board of directors, executive director) of the settlement amount;
- Documentation regarding stop work and suspension of work orders and termination actions (convenience as well as default); and
- Documentation relating to contract closeout.

### 3) **Written Protest Procedures**

Warren County Transit Service has written protest procedures to handle and resolve disputes relating to procurements and shall in all instances disclose information regarding protests to FTA. All protest decisions must be in writing. A protester must exhaust all administrative remedies with the grantee before pursuing a protest with FTA.

Warren County shall maintain written procedures that are consistent with all applicable County policies to consider and resolve protests relating to solicitations and shall comply with all applicable FTA requirements regarding notice of protests and notification of a protestor's right to appeal to the FTA.

All Warren County solicitations, funded with FTA money, shall include the procedures for filing a protest. The procedures detail the various phases of procurement (Pre-Submittal protest of solicitation specifications or requirements, or Pre-Award protest of proposed award) and include the submittal requirements including timeframe for timely delivery of protest.

Upon receipt of a protest for any FTA-funded procurement, the Purchasing Division shall immediately notify Warren County. Warren County shall notify the designated FTA Regional Administrator. The information to be provided to the FTA shall include a brief description of the protest, the basis of disagreement, and if open, how far the protest has proceeded or if resolved, the agreement or decision reached. Warren County shall provide all required protest information to the FTA in the County's quarterly Milestone Progress Reports and at Project Management Oversight review meetings.

Applicable FTA regulations provide that a protestor may appeal the County's decision with the FTA only after exhausting its administrative remedies with the County, and that the protestor must file its appeal in writing with the FTA Regional Administrator within five working days of receipt of the County's decision. Applicable FTA regulations also provide that the FTA will only consider a protest if the County does not have protest procedures or has not complied with its protest procedures or if the issue involves violations of Federal law or regulations.

## 5) Procedures for Ensuring Most Efficient and Economic Purchase

Warren County shall conduct a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach. A template and guidelines for conducting a lease v. purchase analysis is included as Appendix 1.

## 6) Procurement Policies and Procedures

Federal Cost Principles. The Common Grant Rules require project costs to conform to applicable Federal cost principles for allowable costs. In general, costs must be necessary and reasonable, allocable to the project, authorized or not prohibited by Federal law or regulation, and must comply with Federal cost principles applicable to the recipient. The following cost principles apply to County procurements funded with FTA grants:

Governmental Entities. OMB Guidance for Grants and Agreements, "Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)," 2 CFR Part 225, applies to project costs incurred by a recipient that is a State, local, or Indian tribal government.

General procurement standards (2 CFR § 200.318). The non-Federal entity must use its own documented procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

Warren County has established policies and procedures for the acquisition of goods and services in compliance with all applicable Federal requirements, and to ensure fair and economical procurements when Federal assistance is expended. This document outlines the procedures for **Federal Transit Administration Procurements**, and these procedures are based on the requirements of the Common Grant Rule for governmental recipients, supplemented by FTA policies that address the needs of FTA recipients, and supplementing Warren County Policies and Procedures to conform to applicable Federal law and regulations.

Warren County's policies and procedures ensure open and free competition to maximize competitive opportunities, to avoid arbitrary conduct in the procurement process, and to encourage a competitive environment for contractors and vendors competing for County contracts funded with FTA funds. Warren County's procurement procedures which reflect applicable State and local laws and regulations must also be followed by the Warren County Transit's procurement staff.

ARTICLE III. - FINANCIAL AFFAIRS - DIVISION 2. - PURCHASES Sections 2-51 to 2-58 (Purchasing Code)

PBC -Purchasing 101, County Policy and Procedure Manual (PPM) PBC-CW-L-008

Purchasing Policy and Procedures

PBC -CW-L-039 Procurement Protest Hearing

PBC -CW-O-018 Grant Administration

PBC -CW-O-048 Professional Services RFP

PBC -FDO-001 Compliance Monitoring of Federally Funded Construction Projects

PBC-Project Manual Sections

## II. PROHIBITIONS

The Common Grant Rules prohibits solicitation requirements that contain features that unduly restrict competition. FTA recipients are also prohibited by 49 U.S.C. Section 5325(h) from using FTA assistance to support an exclusionary or discriminatory specification. Some situations considered to be impermissibly restrictive of competition include, but are not limited to, the following:

- 1) **Excessive Qualifications**. Imposing unreasonable business requirements for bidders or offerors.
- 2) **Unnecessary Experience**. Imposing unnecessary experience requirements for bidders and offerors.
- 3) **Improper Prequalification**. Using prequalification procedures that conflict with the prequalification standards described in FTA C 4220.1F Chapter VI - subsection **1.c**.
- 4) **Retainer Contracts**. Making a noncompetitive award to any person or firm on a retainer contract with the County if that award is not for the property or services specified for delivery under the retainer contract.
- 5) **Excessive Bonding Requirements**. FTA discourages unnecessary bonding because it increases the cost of the contract and restricts competition, particularly by disadvantaged business enterprises.

FTA does not require the grant recipient to impose bonding requirements on its third party contractors other than construction bonding. Warren County bonding requirements shall be reasonable, shall not be unduly restrictive, and shall not violate the Common Grant Rules as restrictive of competition. Unnecessary bonding is discouraged because it increases the cost of the contract and restricts competition. Unnecessary performance bonding requirements reduce a prospective bidder's or offeror's capability to bid or offer a proposal on bonded work.

- 6) **Brand Name Only**. Specifying only a —brand name product without allowing offers of —an equal product, or allowing —an equal product without listing the salient characteristics that the —equal product must meet to be acceptable for award.
- 7) **In-State or Local Geographic Restrictions**. Specifying in-State or local geographical preferences, or evaluating bids or proposals in light of in-State or local geographic preferences, even if those preferences are imposed by State or local laws or regulations. Procurement Transactions shall be conducted in a manner that prohibits the use of in-state or local geographical preferences in the solicitation and evaluation of bids or proposals. This does not preempt state or local licensing laws.

Contracts used on Grant funded projects shall not have local preference clauses. Warren County Purchasing Code allows for this modification: *Sec. 2-80.47. - Limitations. (a) The provisions of this Local Preference Code shall not apply where prohibited by federal, state or Florida law or where prohibited under the conditions of any grant.*

Architectural and Engineering Geographic Preferences. Geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services, provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

**8) Organizational Conflicts of Interest.** Engaging in practices that result in organizational conflicts of interest as prohibited by the Common Grant Rules.

**(a) Occurrence.** An organizational conflict of interest occurs when any of the following circumstances arise:

1. **Lack of Impartiality or Impaired Objectivity.** When the contractor is unable, or potentially unable, to provide impartial and objective assistance or advice to the recipient due to other activities, relationships, contracts, or circumstances.
2. **Unequal Access to Information.** The contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
3. **Biased Ground Rules.** During the conduct of an earlier procurement, the contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.

**(b) Remedies.** FTA expects the recipient to analyze each planned acquisition in order to identify and evaluate potential organizational conflicts of interest as early in the acquisition process as possible, and avoid, neutralize, or mitigate potential conflicts before contract award.

**9) Restraint of Trade.** Supporting or acquiescing in noncompetitive pricing practices between firms or between affiliated companies. Questionable practices would include, but not be limited to submissions of identical bid prices for the same products by the same group of firms, or an unnatural pattern of awards that had the cumulative effect of apportioning work among a fixed group of bidders or offerors.

**10) Arbitrary Action.** Taking any arbitrary action in the procurement process.

**11) Tag-ons.** The use of tag-ons is prohibited and applies to the original buyer as well as to others. Tag-on is defined as the addition of work (supplies, equipment or services) that is beyond the scope of the original contract that amounts to a cardinal change and is subject to non-competitive procurement procedures.

**12) Cost Plus Percentage of Cost Contracts (CPPC) (Prohibited).** For FTA-funded procurements, Warren County Transit is prohibited from using the cost plus a percentage of cost method of contracting.

### **III. INDIVIDUAL PROCUREMENT ELEMENTS**

### 1) **Independent Cost Estimate**

Warren County will prepare an independent cost estimate (ICE) for all procurements before receiving bids or proposals. An ICE is also required for each subsequent change order. The ICE will be used to assess the reasonableness of cost for goods or services. The estimate can range from a simple budgetary estimate to a complex estimate based on inspection of the product itself and review of such items as:

- Polls of known vendors who can provide parts, material or equipment
- Recent competitive bids from other agencies that recently obtained the same goods and/or services
- Scanning the internet
- Using historical data from previous competitive procurements updated with inflation factors

For contract modifications, the independent estimate must be prepared without knowledge of the contractor's proposed pricing. The independent cost estimate may be completed in-house or by an external estimator independent of any offerors. The written independent cost estimate must state how it was derived and the basis of the estimate. The independent cost estimate must be maintained in the official solicitation file. To assist in the method and degree of analysis, a template and guidelines for conducting an ICE is included [Appendix 2](#).

### 2) **Contract Term Limitation**

For FTA-funded procurements, Warren County shall not enter into any contract for rolling stock or replacement parts with a period of performance exceeding five (5) years. The restriction on the length of contract term is inclusive of options. All other types of contracts (supply service, leases of property, revenue and construction, etc.) should be based on sound business judgment.

KEY ACTIONS: •Contract must contain specific term limitations  
•Open end contracts must contain both a min & max quantity

### 3) **Written Procurement Selection Procedures**

To ensure all procurements are awarded in a fair and equitable manner, all solicitations shall:

- (a) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and when necessary, shall set forth those minimum essential characteristics and acceptable standards to which it must conform or perform if it is to satisfy its intended use;
- (b) Identify all requirements that offerors must fulfill and all other factors to be used in evaluating bids or proposals;
- (c) Identify the evaluation criteria and order of significance;

- (d) Identify the award of contract shall be to the lowest, responsive, and responsible bidder or most advantageous proposer who provides the best value.

Evaluators and reviewers must follow the established criteria when evaluating bids or rating proposals. Award of contract shall be made pursuant to the specified selection procedures, evaluation criteria, and legal authority.

#### 4) **Award to Responsible Contractors**

The following Federal laws and regulations may affect contractor selection:

- (a) Responsibility Requirements. The Common Grant Rules require contract awards be made only to responsible contractors. Federal Transit law at 49 U.S.C. Section 5325(j) limits third party contractor awards to those contractors capable of successfully performing under the terms and conditions of the proposed contract. Before selecting a contractor for award, the County must consider such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- (b) Debarment and Suspension. Prior to entering into any third party contract expected to equal or exceed \$25,000, Warren County Transit staff will search the System for Award Management (SAM) to identify debarred or suspended bidders. Staff will print the screen with the results of the search to include in the grant or procurement file to document that the SAM was reviewed.

In order to comply with Federal Transit Administration's standards in regards to Transit Vehicle Manufactures Disadvantaged Business Enterprises Goal, Warren County Transit Service adheres to the following process, which fulfill the regulation outlined in 49 CFR 26.49.

As an FTA recipient, we require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, certify that it has complied with the DBE regulatory requirements. A transit vehicle manufacturer may obtain this certification by submitting its DBE Goal and Program Plan to the FTA Office of Civil Rights.

Within thirty (30) days of awarding a contract to a vendor, Warren County Transit Service must notify FTA Civil Rights Office of said award. Notification may be made through the FTA's Civil Rights DBE webpage.

In the event that staff becomes aware, after the award of a contract, that an excluded party is participating in a covered Transaction, it must promptly inform the FTA regional office in writing of this information. The County may continue any covered Transaction in existence at the time a party was debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded. The County is not required to continue the Transaction and may consider termination. However, the County may not renew or extend the covered Transaction (other than through a fully documented no-cost time extension) with the excluded party.

Debarment and suspension regulations and guidance include the following:

1. DOT Regulations - Department of Transportation regulations, "Nonprocurement Suspension and Debarment," apply to each third party contract at any tier of \$25,000 or more, to each third party



contract at any tier for a federally required audit, and to each third party contract at any tier that must be approved by an FTA official irrespective of the contract amount.

2. State Debarment and Suspension Lists - a recipient may also treat any prospective contractor or subcontractor listed on a centralized State government debarment and suspension list as nonresponsible and ineligible for contract award.

## **5) Sound and Complete Agreement**

The Common Grant Rules requires that all third party contracts include provisions adequate to form a sound and complete agreement. All FTA-funded procurements shall include provisions appropriate to the type and complexity of the project to form a sound and complete agreement. At a minimum these include a well-defined statement of work or specification, delivery schedule, a defined contract term, a clear statement of the price and payment terms, and all applicable clauses required by federal, state or local laws, rules and regulations as well as all applicable policies and requirements of Warren County. The solicitation document used for a FTA-funded procurement shall include the additional contract provisions to ensure compliance with the federal laws and regulations. Warren County may request additional information from a bidder or offeror before making an award. Additionally, Warren County reserves the right to seek clarification from any bidder or offeror about any statement in its bid or proposal that is considered ambiguous.

Compliance with Federal laws and regulations will usually result in the addition of many other contract provisions to ensure compliance with those laws and regulations, see Appendix 3 to this document for requirements applicable to third party contractors

## **6) Buy American**

Warren County Transit shall adhere to FTA regulations regarding Buying American:

### **General Requirements**

Federal funds may be obligated by FTA for a project unless all iron, steel, and manufactured products used in the project are produced in the United States. For a manufactured product to be considered produced in the United States, all of the manufacturing processes must take place in the United States and all components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its sub-components.

### **Rolling Stock Procurement**

The FTA's Buy America provisions contain a specific, statutory waiver for the procurement of rolling stock. Rolling stock is defined as any vehicle, product or system that directly incorporates components at the final assembly location, including train control, communications, and traction power equipment. The cost of components produced in the United States must be as follows: More than 65 percent in FY18 & FY19 and more than 70 percent in FY20 and beyond. Final assembly must take place in the United States. This percent rule is based on total material cost. The labor cost of final assembly is not included in the percentage calculation. WCTS must adhere to guidance in 81 FR 60278.

### **Bus Final Assembly**

In the manufacture of a new bus, final assembly typically includes the following operations: installation and interconnection of the engine; transmission; axles; cooling and braking systems; heating and air conditioning; pneumatic and electrical systems; door systems; passenger seats and rails; destination signs; wheelchair lifts; road testing; final inspection; repairs; and preparation of vehicles for delivery. A complete list of components can be viewed at [www.fta.dot.gov/legislation\\_law/12921\\_5435.html](http://www.fta.dot.gov/legislation_law/12921_5435.html)

## **IV. METHODS OF PROCUREMENT**

Appropriate competitive procedure(s) should be used for procurements. Each level of procurement must have full and open competition. The procedures used must comply with State and local law as well as with Federal requirements. Federal restrictions vary with the type of procurement method used. The following list the various methods of procurement as defined by the FTA:

### **1) Micro-Purchases**

FTA considers micro-purchases to be those purchases of **\$3,000 or less**. Purchases below the threshold may be made without obtaining competitive quotations if the client agency determines that the price is fair and reasonable. If micro-purchase procedures are used, micro-purchases should be equitably

distributed among qualified suppliers. Procurements may not be divided or reduced (splitting) to come within the micro-purchase limit. A determination that the price is fair and reasonable is required with a description of how that determination was made; limited price analysis.

No Splitting. For FTA-funded procurements, Warren County Beach County is prohibited from the practice of dividing or reducing the size of its procurement for the purpose of meeting the micro-purchase limit.

Fair and Reasonable Price Determination. Although a micro-purchase does not require obtaining competitive quotations, Warren County shall conduct a review of pricing before making a determination as to the fair and reasonableness of proposed pricing. FTA's only documentation requirement for micro-purchases is a determination that the price is fair and reasonable and a description of how the recipient made its determination. FTA does not require the recipient to provide its rationale for the procurement method used, selection of contract type, or reasons for contractor selection or rejection.

Some suggestions include but are not limited to, a "boilerplate" determination for signature that address specific ways to buy products or services; documentation of a telephone quote with confirmation of price paid in recent past; a tabulation of prices obtained; documentation that the procurement is being made from an existing competitively secured contract.

### Davis-Bacon

For FTA-funded procurements **exceeding \$2,000** for construction, alteration, or repair projects, the Davis-Bacon Act is applicable. Davis- Bacon Act prevailing wage protections apply to laborers and mechanics employed on FTA-assisted construction, alteration, or repair projects. The Common Grant Rules require third party contracts for construction, alteration, or repair at any contract tier exceeding

\$2,000 to include provisions requiring compliance with the Davis-Bacon Act. The Davis- Bacon Act requires that contractors pay wages to laborers and mechanics at a rate not less than the minimum wages specified in the wage determination made by the Department of Labor (DOL). Warren County FTA-funded procurements shall include a copy of the current prevailing wage determination issued by DOL. Further, the award of each contract shall be conditioned upon the acceptance of that wage determination.

### **2) Small Purchases**

When Appropriate. Small purchase procedures may be used to acquire services, supplies, or other property valued at more than the micro-purchase threshold (currently, \$3,000) but less than the Federal simplified acquisition threshold at 41 U.S.C. Section 403(11), currently \$100,000. (FTA recognizes the small purchase threshold to be the same as the simplified acquisition threshold.)

Procedures. When using small purchase procedures:

- (a) Competition. Price or rate quotations must be obtained from an adequate number of qualified sources.
- (b) Prohibited Divisions. The size of the procurement may not be divided or reduced to avoid the additional procurement requirements applicable to larger acquisitions.

### 3) **Sealed Bids**

Award of contract in excess of \$100,000 must be by competitive sealed bidding whenever this method is practicable under the circumstances. Public notice of the invitation to bid will be given. A formal advertisement will be solicited for an open-end contract (indefinite delivery/indefinite quantity) or for a firm fixed price contract (lump sum or unit price) where award - based on price and price-related factors – will be to the responsive, responsible lowest priced bidder. All bids are publicly opened at the time and place prescribed in the invitation for bids. Discussions with individual bidders are not likely to be necessary.

#### Adequate Competition – Two or More Competitors

Two or more responsible bidders that are willing and able to compete effectively for the business. In the event of a single responsive bid received as a result of a FTA funded procurement and competitive solicitation, Warren County shall perform an analysis and ensure documentation is retained in the procurement file to document the determination of the existence of a competitive environment for the procurement. The procurement file shall include a **Single Bid Analysis** (refer to Appendix 4). The procurement file shall also include all efforts for sourcing, proof of notice of advertisement and participation at pre-bid conference, if applicable.

#### Firm Fixed Price

For a FTA-funded procurement that lends itself to a firm fixed price contract, the preference is for the sealed bid procurement method. A firm fixed price contract is usually awarded in writing to the lowest responsive and responsible bidder.

#### Selection on Price

When specified in the bidding documents, factors such as Transportation costs and life cycle costs affect the determination of the lowest bid. The successful bidder can be selected on the basis of price and those price-related factors listed in the solicitation (Transportation costs, life cycle costs, etc.).

Apart from responsibility determinations, selection of contractor may not be determined on the basis of factors other than those whose costs cannot be measured at the time of award.

### Discussions Unnecessary

Other than consultations for the purpose of determining responsibility, discussions with one or more bidders after bids have been submitted are expected to be unnecessary as award of the contract will be made based on price and price-related factors alone. However, a pre-bid conference with prospective bidders before bids have been received can be useful. The procurement file shall also include all efforts for sourcing, proof of notice of advertisement and participation at pre-bid conference, if applicable.

Procedures. The following procedures apply to sealed bid procurements:

- (a) Publicity. The invitation for bids is publicly advertised.
- (b) Adequate Sources. Bids are solicited from an adequate number of known suppliers.
- (c) Adequate Specifications. Each invitation for bids, including any specifications and pertinent attachments, describes the good, commodity, technical requirements or services sought in sufficient detail that a prospective bidder will be able to submit a proper bid. Technical requirements are described in terms of functions to be performed or performance required, including range of acceptable characteristics or minimum acceptable standards.
- (d) Sufficient Time. Bidders are allowed sufficient time to prepare bids before the date of bid opening.
- (e) Public Opening. All bids are publicly opened at the time and place prescribed in the invitation for bids.
- (f) Fixed Price Contract. A firm fixed price contract is usually awarded in writing to the lowest responsive and responsible bidder, but a fixed price incentive contract or inclusion of an economic price adjustment provision can sometimes be appropriate. When specified in the bidding documents, factors such as Transportation costs and life cycle costs affect the determination of the lowest bid; payment discounts are used to determine the low bid only when prior experience indicates that such discounts are typically taken.
- (g) Rejection of Bids. Any or all bids may be rejected if there is a sound, documented business reason.

#### **4) Competitive Proposals (Request for Proposals)**

Competitive proposals are utilized when Warren County determines that the use of competitive sealed bidding is not the appropriate procurement method as it is not possible to detail fully the scope or quantity of the services or goods sought by the County because the nature of the procurement does not lend itself to sealed bidding; expectation is that more than one source will be willing and able to submit an offer or proposal.

When Appropriate. Competitive proposals should be used when any of the following circumstances are present:

Type of Specifications. The property or services to be acquired are described in a performance or functional specification; or if described in detailed technical specifications, other circumstances such as the need for discussions or the importance of basing the contract award on factors other than price alone are present.

Uncertain Number of Sources. Uncertainty about whether more than one bid will be submitted in response to an invitation for bids and the recipient lacks the authority or flexibility under State or local law to negotiate the contract price if it receives only a single bid.

Price Alone Not Determinative. Due to the nature of the procurement, contract award need not be based exclusively on price or price-related factors. In different types of negotiated acquisitions, the relative importance of cost or price may vary. When the County's material requirements are clearly definable and the risk of unsuccessful contract performance is minimal, cost or price may play a dominant role in source selection. The less definitive the requirements, the more development work required, or the greater the performance risk, the more technical or past performance considerations may play a dominant role in source selection and supersede low price.

Discussions Expected. Separate discussions with individual offeror(s) are expected to be necessary after they have submitted their proposals. This contrasts with Sealed Bids (Formal Advertising) procedures in which discussions with individual bidders are not likely to be necessary, as award of the contract will be made based on price and price-related factors alone.

Contracts may also be competitively negotiated when Warren County determines that the bid prices received by competitive sealed bidding either are unreasonable, or were not independently reached in open competition. Proposals or requests for qualifications leading to a negotiated agreement shall be publicly advertised and solicited in order to obtain the greatest possible competition. The criteria – and order of significance - to be used in evaluating such proposals or requests for qualifications must be included in the solicitation document, and may include:

- a. Price;
- b. Technical Experience;
- c. Personnel Qualifications;
- d. Prior Experience;
- e. Past Performance;
- f. Ability to comply with project schedule.

Each category shall be assigned a relative weight for the purposes of evaluation. Proposals shall only be evaluated on the criteria included in the solicitation documents. Award of contract is not based exclusively on price or price-related factors but, to the responsible firm whose proposal is most advantageous to Warren County with price and other factors considered. Discussions with responding firms are likely in the evaluation process.

## **5) Non-Competitive Negotiation**

Sole Source (Single Bid). FTA-funded contracts may be awarded for a supply, service, or construction by noncompetitive negotiation when it is determined that there is only one responsible source, that competition was adequate and that the price is fair and reasonable. The procurement file shall include a **Single Bid Analysis** (refer to Appendix 4).

Sole Source. When the County requires supplies or services available from only one responsible source, and no other supplies or services will satisfy its requirements, the County may make a sole source award. When the County requires an existing contractor to make a change to its contract that is beyond the scope of that contract, the recipient has made a sole source award that must be justified

Warren County shall ensure there is sufficient justification for and federal compliance with other than full and open

competition (non-competitive procurement). Each non-competitive procurement must be supported by documentation that justifies the selection of the specified vendor, including a statement of the relevant circumstances and detailed information to support that statement, cost and price analysis, and, if applicable, a summary of negotiations with contractors, and the basis for determining that the price is fair and reasonable. The procurement file shall document the analysis and justification for a non-competitive procurement.

Emergency - Unusual and Compelling Urgency. The Common Grant Rule for governmental recipients permits the recipient to limit the number of sources from which it solicits bids or proposals when a recipient has such an unusual and urgent need for the property or services that the recipient would be seriously injured unless it were permitted to limit the solicitation. The recipient may also limit the solicitation when the public exigency or emergency will not permit a delay resulting from competitive solicitation for the

property or services. Emergency procurements shall be allowed only on an exception basis and must be documented and approved in writing by the approval authority.

## **6) Architectural Engineering Services (A&E) and Other Professional Services**

Warren County FTA-funded procurements for the acquisition of architectural and engineering services, program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping and related services require the use of the qualifications-based procurement procedures. Warren County must use qualifications-based procurement procedures for other services that are directly in support of, directly connected to, directly related to, or lead to construction, alteration, or repair of real property. The basis for determining whether qualifications-based procurement procedures are required is dependent on the nature of the work to be performed and its relationship to construction, as opposed to the nature of the prospective contractor.

Qualifications-Based Requirements - Construction. For projects related to or leading to construction, an FTA recipient must use the qualifications-based procurement procedures of 40 U.S.C. Chapter 11 ("Brooks Act" procedures) when contracting for A&E services and other services described in 49 U.S.C. Section 5325(b), which include program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, or related services.

Qualifications Exclude Price [A&E] Price is excluded as an evaluation factor in a qualifications-based procurement. Evaluations shall be based on an offeror's qualifications – not price - to determine contract award.

Serial Price Negotiations [A&E] Negotiations are conducted with the most qualified offeror. In the event negotiations with the most qualified offeror are not successful, an offer to negotiate may be extended to the next most qualified. If necessary, this process shall continue, in descending order of most qualified ranking with fair and reasonable pricing, until negotiations are successful.

## **7) State Contracts – County Contracts**

Warren County staff is encouraged to utilize available Ohio State agreements for procurement for use of common goods and services or jointly procure goods and services with the County. When obtaining goods or services in this manner, Warren County Transit must ensure all Federal requirements, required clauses, and certifications (including Buy America) are properly

followed and included, whether in the master contract or in the **purchase document (addition of clauses to the purchase document is allowed for State**

**Contracts ONLY).**

To ensure that a joint procurement is conducted in a Federally-compliant manner Warren County Transit staff must:

- (a) Create a complete procurement file that fully documents the procurement. Warren County Transit staff will use the - FTA Funded Project Compliance Checklist (See Appendix 5).
- (b) Validate that the contract was awarded consistently with local policies, allowing for full and open competition.
- (c) Issue a separate purchase order for items being purchased with FTA funds from a **State Contract**, and attach Federal clauses, terms and conditions to the purchase order **before** presenting it to the vendor. The purchase order should specifically reference that the purchase was made with FTA terms, and the attached terms and conditions apply.

## 8) **Piggybacking**

Warren County may obtain contract rights to other FTA recipients' contracts if the original contract contains an assignability provision that permits the assignment of all or a portion of the specified deliverables under the terms originally advertised, competed, evaluated, and awarded, or contains other appropriate assignment provisions. Procurements are to be limited to the amount (property and services) required to meet reasonably expected public Transportation needs. This process is referred to as "piggybacking".

Piggybacking is permissible under the following circumstances:

- The solicitation and contract include an assignability clause that allows for the assignment of all or part of the specified deliverable items.
- The quantities to be ordered were included in the original bid and evaluated as part of the contract award decision. Note that "piggybacking" is not permissible when the action would call for an increase in quantities that were not originally bid on and not originally evaluated as part of the contract award. Such an order for additional quantities - sometimes referred to as "tag-ons" - would constitute a non-competitive procurement. The use of tag-ons is **prohibited** and applies to the original buyer as well as to others.
- The contract being accessed by the piggybacking procedure contains the clauses required by Federal regulations.
- The contractor has submitted the "Certifications" required by Federal regulations with its original bid/proposal.
- The procurement in other respects meets Federal requirements.

Warren County Transit staff will complete the Piggybacking – Worksheet (see Appendix 6) in order to ensure contract

compliance.

## 9) **Rolling Stock**

Acquisition through Assigned Contract Rights.

Historically, Warren County has found it useful to acquire contracts through state cooperative purchasing programs.

Warren County Transit, on behalf of Warren County, will obtain contractual rights through assignment, after first determining that the original contract price remains fair and reasonable, and the original contract provisions are adequate for compliance with all Federal requirements. Warren County Transit need not perform a second price analysis if a price analysis was performed for the original contract. However, Warren County Transit will determine whether the contract price or prices originally established are still fair and reasonable before using those rights.

Warren County Transit is responsible for ensuring the contractor's compliance with FTA's Buy America requirements and execution of all the required Buy America pre-award review and post-delivery review certifications. Before proceeding with the assignment, Warren County Transit will review the original contract to be sure that the quantities the assigning recipient acquired, coupled with the quantities the County seeks, do not exceed the amounts available under the assigning recipient's contract.

Rolling Stock—Special Requirements

Warren County Transit is responsible to ensure that any rolling stock contract used by the County is compliant with all applicable Federal laws and regulations that may affect rolling stock procurements. 10) **Time and Materials (T&M)**

### **Contracts (Restricted)**

For FTA-funded procurements, the County is permitted to use time and material contracts only under the following conditions:

- After determining that no other contract type is suitable (written determination should be on file); and
- If the contract specifies a ceiling price that the contractor shall not exceed except at its own risk.

T & M contracts may be used for the procurement of supplies or services. The payment of labor costs shall be based on fixed hourly billing rates as specified in the contract. The billing rates would include wages, indirect costs, general and administrative expense, and profit. Materials can be billed at cost unless the contractor sells the materials in normal course of business. T & M contracts may also provide for reimbursement of indirect costs (material handling costs), such as acquisition, inspection, storage, payment. This type of contract is least preferable as it creates a disincentive for the contractor to complete the contract in a timely manner.

## 11) **Design-Bid-Build**

The design-bid-build procurement method requires separate contracts for the phases of design and construction. Warren



County shall use qualifications-based procurement procedures for the required design phase, in compliance with all applicable federal, state, and local laws, rules and regulations. Conversely, Warren County may not use qualifications-based procurement procedures for the construction services but, shall use applicable competitive procurement methods for the required construction phase.

## **12) Design Build**

The design-build procurement method is used for a design and construction contract awarded to a single contractor, consortium, joint venture, team or partnership. The awarded contractor is responsible for both the project's design services and the construction services. The procurement method shall be based upon the determined value of the project with the activities/services having the greatest cost being the determining factor. Before solicitation for a design-build contract, Warren County shall separate the various contracting activities of the overall project and classify them as design or construction. Warren County shall perform a calculation of the estimated total value of the design phase as well as the estimated total value of the construction phase. Based on the calculation performed, Warren County shall choose the procurement method appropriate for the services having the greatest cost.

- (a) Predominance for Construction Services. For a FTA-funded design build procurement with predominance for construction costs, Warren County shall, unless otherwise required by applicable law, procure through competitive negotiations or sealed bids rather than qualification-based "Brooks Act" procurement procedures. Qualifications-based competitive proposal procedures shall not be used to procure design-build services when the preponderance of the work to be performed is not of an A & E nature. When construction costs will be predominant, unless FTA determines otherwise in writing, Warren County may not use qualifications-based procurement procedures to acquire architectural engineering, program management, construction management, feasibility studies, preliminary engineering, design, architectural and engineering, surveying, mapping, or related A&E services unless required by State law adopted before August 10, 2005.

- (b) Predominance for Design Services. For a FTA-funded design build procurement with predominance for A & E costs, Warren County shall, unless otherwise required by applicable law, procure design-build services through means of qualifications-based competitive proposal procedure. This method of procurement shall be used when most of the work to be performed will consist of costs for architectural and engineering, program management, construction management, feasibility studies, preliminary engineering, design, architectural engineering, surveying, mapping, or related A&E services.

## **13) Revenue Contracts**

A revenue contract is any contract whose primary purpose is to either generate revenues in connection with a Transit-related activity or to create business opportunities utilizing an FTA-funded asset. Warren County Transit is not restricted in determining the extent and type of competition appropriate when planning for a revenue contract. To ensure fair and equal access to the FTA-assisted property of a potential revenue contract and to maximize the revenue derived from such property. Warren County Transit shall make efforts to conduct revenue contracting as follows:

- (a) Limited Contract Opportunities. If there are several potential competitors for a limited opportunity (such as

advertising space on a bus stop/shelter or side of a bus), a competitive process should be used to permit interested parties an equal chance to obtain that limited opportunity.

(b) Open Contract Opportunities. If there is a lack of or a limited number of competitors for a public Transportation asset (such as a utility), and Warren County is willing and able to provide contracts or licenses to other parties, then competition would not be necessary because the opportunity to obtain contracts or licenses is open to all similar parties.

Warren County Transit shall consult with Warren County Purchasing Department for guidance in determining the necessity as well as feasibility of utilizing a competitive process suitable to the type and scope of the activity involved for a revenue contract. Warren County Transit will ensure procedures are used to satisfy Federal Statutory and regulatory requirements for competition while preserving the benefits of joint development to the maximum effort.

## **V. RECEIPT, EVALUATION AND AWARD OF BIDS AND PROPOSALS**

### **1. Price Analysis and Cost Analysis**

The Common Grant Rules require the recipient to perform a cost or price analysis in connection with every procurement action, including contract modifications

A price analysis or cost analysis must be performed in connection with every procurement action, including contract modifications, evaluations and exercise of options, to determine the reasonableness of the offered price. The method and degree of analysis depends on the facts and circumstances surrounding each procurement.

Price Analysis: If Warren County Transit determines that competition was adequate, a price analysis, rather than a cost analysis, is required to determine the reasonableness of the proposed contract price. A price analysis involves examining and evaluating a proposed price without evaluating its separate cost and profit elements. Price analysis is based essentially on data that is verifiable independently from the offeror's data; i.e. catalog or market prices offered in substantial quantities to the general public, regulated prices (for example, for many utilities purchases), or a comparison with recent prices for similar goods and services.

Cost Analysis: If Warren County Transit determines that competition was inadequate, a cost analysis must be conducted when a price analysis will not provide sufficient information to determine the reasonableness of the contract cost; i.e. when only a sole source is available, even if the procurement is a contract modification, or in the event of a change order. Warren County Transit, however, need not obtain a cost analysis if it can justify price reasonableness of the proposed contract based on a verifiable data. Cost analysis is the evaluation of the separate elements (e.g., labor, materials, etc.) that make up a contractor's total cost proposal or price (for both new contracts and modifications) to determine if they are allowable, directly related to the requirement and ultimately, reasonable.

### **2. Competitive Proposals [RFP] Evaluation of Price and Other Factors**

Warren County shall solicit qualification-based procurements under the Request for Proposals (RFP) method of procurement. The RFP solicitation shall include a numerical range of points assigned to the specified evaluation criteria. The evaluation criteria and specified points serve to indicate the relative importance of the factors being evaluated.

Warren County shall ensure that the award of contract is made to the responsible firm whose proposal is the most advantageous to the County with consideration of price and other specified evaluation factors. The exception is an A & E services contract where price shall not be a factor in consideration for award.

The procurement file will retain the documentation that demonstrates the award of contract are made to the responsible firm whose proposal is most advantageous to Warren County with price (as determined fair and reasonable) and other factors identified and considered in the final ranking and final selection.

### **3. Lowest Price [Sealed Bids]**

Warren County shall award a FTA-funded procurement for a firm fixed price contract to the lowest responsive and responsible bidder. The procurement file of an award of contract made to other than the lowest responsive and responsible bidder shall include a statement explaining the basis for the decision.

### **4. Responsiveness Determination**

If an offer conforms in all material aspects to the requirements of the solicitation at the scheduled time of submission and does not require further discussions with the offeror, the offer is responsive. For FTA-funded procurements, Warren County shall perform a review for responsiveness and document the determination. Purchasing staff shall coordinate the evaluation process with the User Department(s), as appropriate. Purchasing Staff shall also independently evaluate responses in order to recommend a fair and equitable award. (PA-O-002)

### **5. Award to Responsible Contractor**

The grantee shall make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement, considering such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

### **6. Evaluation and/or Exercise of Options**

An option is a unilateral right in a contract by which, for a specified time, the County may elect to purchase additional equipment, supplies, or services called for by the contract, or may elect to extend the term of the contract. The prices for option quantities or periods that are offered in response to a FTA-funded bid or proposal must be evaluated prior to contract award and prior to exercise of option in order justify the need and determine fair and reasonableness of pricing. When options have not been evaluated as part of the award, the exercise of such options will be considered a sole source procurement. When considering exercising an option clause for an increased quantity or additional time to the contract term, Warren County Transit staff shall ensure the options adhere to the terms and conditions of the option (quantities or periods) as stated in the contract.

If options are used, the requirements below apply:

(a) Evaluation of Options: The option quantities or periods contained in the contractor's bid or offer must be evaluated in

order to determine contract award. When options have not been evaluated as part of the award, the exercise of such options will be considered a sole source procurement. Warren County Transit staff will provide written justification as required by Section IV, 5 above.

(b) Exercise of Options:

- Warren County Transit staff must ensure that the exercise of an option is in accordance with the terms and conditions of the option stated in the initial contract awarded.
  
- An option may not be exercised unless Warren County Transit Staff has determined that the option price is better than prices available in the market or that the option is the more advantageous offer at the time the option is exercised. (Keep documentation of this determination on file).

Exercising an option after the recipient has negotiated a lower or higher price will also result in a sole source award unless that price can be reasonably determined from the terms of the original contract, or that price results from Federal actions that can be reliably measured.

## **VI. GRANT ADMINISTRATION**

### **1) File Documentation and Written Record of Procurement History**

The Common Grant Rules require the recipient to prepare and maintain adequate and readily accessible project performance and financial records, covering procurement Transactions as well as other aspects of project implementation. The Common Grant Rules require the recipient to maintain these records for three years after the recipient and subrecipients, if any, have made final payment and all other pending matters are closed.

- 1) The project manager shall gather and maintain written records detailing the history of each FTA- funded procurement, starting with the **FTA Funded Project / Compliance Checklist** (See Appendix 5).

The solicitation file shall contain records concerning pre-award actions taken and shall document the decisions made concerning the vendor selected and those rejected, including the rationale for such decisions. The file shall incorporate all official documents relating to the administration of the solicitation process, evaluation of bids and proposals, as well as appropriate internal documentation and analyses supporting the formal correspondence and official documents. At a minimum, the file shall include:

- The rationale for the method of procurement
- Selection of contract type
- Reasons for contractor selection or rejection
- The basis for the contract price, demonstrating that the price is fair and reasonable
- Documents included in a procurement history should be commensurate with the size and complexity of the procurement itself; more substantial procurement requires extensive documentation.

Proper file control shall include the retention of required documentation, including the post-delivery audit before Transfer of title of rolling stock.

## **2) Out of Scope Changes**

When the County requires an existing contractor to make a change to its contract that is beyond the scope of that contract; a change that is not within the scope of the original contract, such a change is considered a sole source procurement and must be justified. Before the County makes such an award, Warren County Transit staff will provide adequate written justification for the procurement, following the procedures outlined in

Section IV. 5 Above.

## **3) Advance Payments**

An advance payment is a payment made to a contractor before the contractor has incurred the contract cost for the attributable payment. The use of FTA funds for payments in advance of the incurrence of costs by the contractor is generally prohibited, without prior written approval from the FTA. The FTA does permit advance payments from FTA funds for those purchases where advance payment is customary in the commercial marketplace such as public utility connections and services, rent, tuition, insurance premiums, subscriptions to publications, software licenses, construction mobilization costs, Transportation, hotel reservations, and conference and convention registrations. FTA approval of such advance payments is required when the amount exceeds \$100,000. The County should not make advance payments using other funds, including local match funds, unless it is customary in the industry, or there are sound business reasons. FTA recognizes that advance payments may be needed for certain costs supported by sound business judgment. However, upon the determination of sound business reasons to justify the advance payment, Warren County is required to obtain adequate security for the advance payment. The contract file shall contain sufficient justification of the advance payment.

## **4) Progress Payments**

Progress payments are payments for costs incurred by the contractor in the performance of the contract before the contract work has been completed. FTA assistance may be used to support progress payments provided:

- (a) the County obtains adequate security for those payments, and
- (b) has sufficient documentation to substantiate the work performed for which payment is requested.
- (c) Progress payments for construction contracts may be made on a percentage of completion basis (as described in the Common Grant Rules). This payment method may not be used in non- construction contracts.

## **5) Liquidated Damages**

As part of an overall risk management program, Warren County shall determine whether or not to include a liquidated damages provision for a specific FTA-funded procurement. The amount of liquidated damages shall be reasonably

calculated to reflect the anticipated damages that Warren County might suffer as the result of an inadequacy or delay in contract performance, and such damages would be difficult or impossible to determine. Liquidated damages may be imposed for an entire FTA-funded contract or imposed for a readily identifiable milestone or deliverable. The measurement period may be other than a day, where appropriate. The solicitation document shall clearly identify the conditions of which the liquidated damages will be imposed and the established damages rate that will be charged. The procurement file shall document the calculation rationale and ensure it is reasonable, proper and not arbitrary or punitive. Any liquidated damages recovered must be credited to the project account involved unless FTA permits otherwise.

## **6) BID Security - [Construction Over \$100,000]**

**Bonding.** The Common Grant Rules require bonds for all construction contracts except to the extent FTA determines that the Federal interest is adequately protected through other arrangements. FTA's bonding policies are as follows:

- (a) **Bid Guarantee** - FTA requires each bidder to provide a bid guarantee equivalent to 5 percent (5%) of its bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid to ensure that the bidder will honor its bid upon acceptance.
- (b) **Performance Bond** - FTA generally requires the third party contractor to obtain a performance bond for 100 percent (100%) of the contract price. A "performance bond" is obtained to ensure completion of the obligations under the third party contract.
- (c) **Payment Bond** - FTA has determined that payment bonds in the following amounts are adequate to protect FTA's interest and will accept a local bonding policy that meets the following minimums:
  - 1. Less than \$1 Million - Fifty percent (50%) of the contract price if the contract price is not more than \$1 million.
  - 2. More than \$1 Million but less than \$5 Million - Forty percent (40%) of the contract price if the contract price is more than \$1 million but not more than \$5 million.
  - 3. More than \$5 Million - Two and one half million dollars if the contract price is more than \$5 million.
- (d) **Reduced Bonding** - FTA reserves the right to approve bonding amounts that do not conform to these minimums if the local bonding policy adequately protects the Federal interest. A recipient that wishes to adopt less stringent bonding requirements, for a specific class of projects, or for a particular project should submit its policy and rationale to the Regional Administrator for the region administering the project.
- (e) **Excessive Bonding** - If "excessive bonding" requirements would violate the Common Grant Rules as restrictive of competition, FTA will not provide Federal assistance for procurements encumbered by those requirements. Consequently, if the recipients' bonding policies far exceed those described; Warren County Transit should obtain FTA's written concurrence to ensure the availability of Federal assistance for the project.

## **7) Debarment and Suspension**

Prior to entering into any third party contract expected to equal or exceed \$25,000, Warren County Transit staff will search the System for Award Management (SAM) to identify debarred or suspended bidders. Staff will print the screen with the results of the search to include in the grant or procurement file to document that the SAM was reviewed.

In the event that staff becomes aware, after the award of a contract, that an excluded party is participating in a covered Transaction, it must promptly inform the FTA regional office in writing of this information. The County may continue any covered Transaction in existence at the time a party was debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded. The County is not required to continue the Transaction and may consider termination. However, the County may not renew or extend the covered Transaction (other than through a fully documented no-cost time extension) with the excluded party.

Debarment and suspension regulations and guidance include the following:

- (a) Department of Transportation (DOT) Regulations - Department of Transportation regulations, "Nonprocurement Suspension and Debarment," apply to each third party contract at any tier of \$25,000 or more, to each third party contract at any tier for a federally required audit, and to each third party contract at any tier that must be approved by an FTA official irrespective of the contract amount. The recipient must apply DOT's debarment and suspension requirements to itself and each third party contractor at every tier to the extent required by DOT's regulations that incorporate the requirements of Office of Management and Budget (OMB), "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)".
- (b) General Services Administration (GSA) Excluded Parties List System - Even though the recipient may collect a debarment and suspension certification from the prospective third party contractor, or include a clause in the third party contract requiring disclosure, FTA strongly recommends that the recipient check the Excluded Parties List System (EPLS). A part of the System for Awards Management (SAM), the EPLS is an electronic, web-based system that identifies those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits. The EPLS keeps its user community aware of administrative and statutory exclusions across the entire government, and individuals barred from entering the United States.
- (c) State Debarment and Suspension Lists - a recipient may also treat any prospective contractor or subcontractor listed on a centralized State government debarment and suspension list as nonresponsible and ineligible for contract award.

## **8) Contract Provisions**

General Standards - Required Federal Clauses ( See Appendix 3). Each third party contractor and subcontractor is required to comply with the terms of its third party contract or subcontract, including requirements to extend those federally required clauses and provisions to its subcontractors at the lowest tier required. Warren County solicitations and resultant contracts shall contain the appropriate FTA required clauses and certifications. The contract clauses provided in Appendix 3 (Third Party Contract Provisions – Clauses and Applicability) should be referenced to determine the applicability of the clauses to the procurement type. The procurement file shall contain evidence of the inclusion of the applicable FTA required clauses into the solicitation document.

Veteran's Preference. Recipients and sub recipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans who have the requisite skills and abilities to perform the construction work required under the contract. This shall not

be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any other qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

Protections against Performance Difficulties. The FTA recognizes that contract provisions may be included to reduce or address potential contract performance problems. For FTA-funded procurements, the following provisions should/must be considered when preparing the solicitation for contract:

- a) Changes or changed provisions clause
  
- b) Remedies clause(s), including but not limited to:
  - 1. Liquidated Damages – Refer to Section VI. 5
  - 2. Violation, Default or Breach - Third party contracts exceeding \$100,000 must include administrative, contractual, or legal remedies for violations or breach of the contract by the third party contractor;
  - 3. Suspension of Work;
  - 4. Termination - Termination for cause and termination for convenience provisions must be included in contracts exceeding \$10,000.

Disadvantaged Business Enterprise (DBE) Goals Determination. Upon completion of drafting the specifications or the statement of work, the project manager shall forward such documentation to Warren County Transit's Grants Coordinator for review and determination of DBE participation. The Grants Coordinator will determine if there are subcontracting opportunities. If there are subcontracting opportunities, the Grants Coordinator will determine the goal percentage of DBE participation if appropriate.

For solicitations that have been designated with DBE goal participation requirements, during the evaluation for award, the Purchasing Division shall provide the Grants Coordinator with copies of all bids or proposals for review. Upon review, the Grants Coordinator shall provide a written determination of each bidder's/proposer's compliance to the DBE goal requirements.

Pre-Award Review – Rolling Stock Procurement. When purchasing revenue service rolling stock with FTA funds, Warren County shall ensure that a pre-award audit has been completed before the recipient enters into a formal contract for the purchase of such rolling stock. A pre-award audit under this procedure (Section IV. 9) includes:

- (1) A Buy America Certification
- (2) A Purchaser's Requirements Certification and
- (3) A manufacturer's Federal Motor Vehicle Safety (FMVSS) Certification (49 CFR 663)

Post Delivery Review – Rolling Stock Procurement. When purchasing revenue service rolling stock with FTA funds, Warren County shall ensure that a post delivery audit has been completed before title to the rolling stock is Transferred to Warren County. A post-delivery audit includes:



- (1) A Post-Delivery Buy America Certification;
- (2) A Post-Delivery Purchaser's Requirements Certification; and
- (3) When appropriate, a manufacturer's FMVSS self-certification.

For FTA-funded bus procurements, the contract file shall contain a complete Post-Delivery Buy America Audit Certification, Post-Delivery Purchaser's Requirement Certification, or Federal Motor Vehicle Safety Standards (FMVSS) Certification.

**9) Signature Authority - Purchasing Code Sec. 2-53.**

- a) Authority of the Director of Purchasing. Subject to the direction of the Warren County Board of County Commissioners (BCC) or the County Administrator, the Director of Purchasing is delegated all powers, duties and authority relating to the procurement of goods and services for the Board, including the authority to execute contracts to expend, reimburse, or to receive in revenues an amount less than two hundred thousand dollars (\$200,000.00) per annum, subject to the same limitations specified in Section (b) hereinbelow. The authority granted in the Purchasing Code is specifically limited by the provisions herein and any award must be made in strict compliance herewith. The Director of Purchasing shall have no independent discretion in the award process except as specifically granted herein. In the absence of the Director of Purchasing, the Assistant Director of Purchasing, or the Administrator or Designee, may assume the powers, duties, and authority vested in the Purchasing Code.
- b) Authority of the Construction Departments. In addition to specific authority provided herein, the Directors of each of the Construction Departments may individually: Approve source selection via a formal or informal competitive solicitation process; provide for the solicitation, cancellation or postponement of a procurement; approve procurement award or award recommendation as applicable; execute amendment/changes after award; and approve alternate source selection for construction related contracts, including but not limited to, design-build contracts and all architectural, professional engineering, landscaping architectural or registered land surveying services. Award of any Construction Contract to expend, reimburse, or to receive in revenues an amount equal to or greater than two hundred thousand dollars (\$200,000.00) per annum, shall be approved by the BCC. This authority shall be subject to the provisions of the Purchasing Code and shall be limited to the same powers, duties, and authorities granted to the Director of Purchasing as set forth herein.

The authority to purchase goods or services on behalf of the BCC shall not be delegated unless provided for herein or otherwise delegated by the BCC.

c) Board Approval.

- 1) The BCC hereby approves every contract executed by the Director of Purchasing and every award made in accordance with the Purchasing Code in an amount less than two hundred thousand dollars (\$200,000.00) per annum, and for a duration not to exceed five (5) years. No purchase shall be artificially divided so as to not require Board approval. The Clerk & Comptroller, as ex-officio Clerk and Accountant to the BCC and as auditor, recorder, and custodian of all County funds, is authorized to accept and process all such contracts made on behalf of the Board pursuant to the Purchasing Code as the act and deed of the BCC.

- 2) All awards in which the BCC is contracting to expend, to reimburse, or to receive in revenues in an amount equal to or greater than two hundred thousand dollars (\$200,000.00) per annum shall be effective upon BCC approval.
- 3) All purchases of goods and services recommended to the BCC for approval shall be reviewed by the Director of Purchasing or by a director of a Construction Department prior to BCC approval.

## 10) **Subrecipients**

The term Subrecipient refers to (usually) a municipality, which receives Federal assistance awarded to Warren County, at the request of the Warren County Metropolitan Planning Organization (MPO). Most County municipalities are not direct FTA recipients, and are unable to apply directly for funds allocated by the MPO. The MPO through the Florida Department of Transportation will Transfer said funds to FTA so that Warren County can apply for those funds and oversee the adequate reimbursement of allowable expenditures to municipalities. Although the County may delegate any or almost all project responsibilities to the Subrecipient, Warren County and Warren County Transit agree **that the County, rather than the Subrecipient, is ultimately responsible for compliance** with all applicable federal laws, regulations, and directives, except to the extent that FTA determines otherwise in writing.

All FTA Program Circulars & Guidelines apply to all projects which have any FTA grant funding whether the project is awarded to the County or a Subrecipient. Subrecipients are required to follow the same rules as Warren County has detailed in these procedures. FTA requires that the

County monitor a project when passing through grant funding to a Subrecipient, documenting that the use of federal funding by a Subrecipient follows all federal rules and regulations

**Subrecipient Oversight.** Warren County Transit as the administrator of FTA grants for Warren County, will be required to fill out forms and checklists that need to be completed periodically as part of the monitoring process that the County is required to do. Pay requests must contain all supporting documentation. On a quarterly basis, a project progress report is required. A list of subrecipient oversight requirement is included as Appendix 8, Subrecipient Requirements and Monitoring.

**Subrecipient Agreement.** The Subrecipient Grant Agreement (SGA) is signed and fully executed by both the Board of County Commissioners and the Subrecipient's governing board. The Subrecipient must complete the FTA's Annual Certifications and Assurances, provide a copy of an acceptable A-133 audit if received it has received over \$500,000 of Federal funding from all sources or audited financial statements if the \$500,00 threshold has not been met, and provide copies of other documents as the BCC and/or FTA requires. The SGA specifies all applicable federal requirements.

Prior approvals are required for some activities even if they are included in the work scope and budget. Subrecipient Project Managers should thoroughly read the SGA and any appendices to make sure all federal regulations are being adhered to in order to receive full reimbursement of eligible expenses. All changes to the work scope require prior written approval from the County Project Manager. Invoices must be for the expenses actually incurred in direct support of the project. No advances or expenditures prior to the execution of the SGA are allowed.

**PROCUREMENT HISTORY FILE CHECKLIST**

CONTRACT NUMBER	CONTRACTOR NAME	CONTRACT AWARD DATE
-----------------	-----------------	---------------------

COMMODITY CODE/ BRIEF ITEM DESCRIPTION				AMOUNT \$	CONTRACT START DATE		
NO.	ITEM	IN FILE	N/A	NO.	ITEM	IN FILE	N/A
1.	PROCUREMENT REQUEST			16.	NEGOTIATION MEMORANDUM <i>(If Applicable)</i>		
	<b>Funding/Accounting Code</b>			17.	SOURCE SELECTION REPORT AND RELATED DOCUMENTS		
2.	INDEPENDENT COST ESTIMATE			18.	CONTRACTOR RESPONSIBILITY DETERMINATION		
3.	STATEMENT OF WORK (SPECIFICATION)			19.	REQUIRED AWARD APPROVALS		
4.	PROCUREMENT PLAN AND TIMELINE			20.	NOTICE OF INTENT TO AWARD		
5.	SINGLE-SOURCE JUSTIFICATION <i>(If Applicable)</i>			21.	PROTESTS		
6.	MARKET RESEARCH DOCUMENTS			22.	SIGNED (CONFORMED) CONTRACT		
7.	BIDDERS LIST			23.	CONTRACT MODIFICATIONS		
8.	SOURCE SELECTION PLAN AND DOCUMENTS			24.	OPTION EXERCISES AND RELATED DOCUMENTS		
9.	SOLICITATION AND AMENDMENTS			25.	CONTRACT DATA AND REPORTS		
10.	PRE-SOLICITATION APPROVALS			26.	COMPLAINT AND PERFORMANCE REPORTS		
11.	ADVERTISING			27.	DOCUMENTATION CONCERNING PRE- OR POST AWARD MISTAKES IN BID		
12.	PRE-BID OR PROPOSAL CONFERENCE NOTES AND QUESTIONS & ANSWERS <i>(If Applicable)</i>			28.	INVOICES/ VOUCHERS		
13.	BIDS/PROPOSALS AND SOLICITATION AMENDMENT ACKNOWLEDGEMENTS			29.	OTHER CORRESPONDENCE		
14.	"NO BID" LEITERS OR OFFEROR DISQUALIFICATION CORRESPONDENCE			30.	GENERAL CONTRACT CORRESPONDENCE		
15.	COST OR PRICE ANALYSIS			31.	CONTRACT CLOSE-OUT		

REMARKS

BUYER'S SIGNATURE

DATE

# PROCUREMENT FILE CHECKLIST

		<u>Date</u>	<u>Initials</u>
_____	Requisition	_____	_____
_____	ICE	_____	_____
_____	Federal Clauses	_____	_____
_____	Advertised	_____	_____
_____	Bid abstract	_____	_____
_____	Cost/Price Analysis	_____	_____
	Bonds:		
_____	Bid	_____	_____
_____	Performance	_____	_____
_____	Payment	_____	_____
_____	Responsibility Determination	_____	_____
_____	Fair & Reasonable Determination	_____	_____

# PROCUREMENT FILE CHECKLIST

		<u>Date</u>	<u>Initials</u>
_____	SAM Excluded Parties	_____	_____
_____	Buy America	_____	_____
_____	Pre-Award	_____	_____
_____	Post Delivery	_____	_____
_____	Federal Clauses	_____	_____

SAMPLE

## Warren County Code of Ethics

Warren County transit Service shall Adhere to the Warren County Code of Ethics, as outlined in the Warren County Personnel Policy:

### ETHICS/CONFIDENTIAL INFORMATION

- A. The proper operation of democratic government requires that actions of public officials and employees be impartial; that government decisions and policy be made in the proper channels of governmental structure; that public offices should not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, a Code of Ethics is established as follows, for all officials and employees appointed and employed by Warren County:
1. No employee shall use his/her County position for personal gain, nor shall he/she engage in any business or transaction, nor shall he/she have financial interest, direct or indirect, which is in conflict with the proper discharge of his/her duties and nor shall he/she accept private compensation or reward in the performance of his/her duties.
  2. No employee shall represent private interests in any action or proceedings against Warren County in any matter in which the County is a party, unless allowed by law.
  3. No employee shall engage in or accept private employment, or render services for private interests when such employment or service is incompatible with the proper discharge of his/her independent judgment or action in the performance of his/her official duties. Any employee having doubt as to the applicability of a provision of this policy to a particular situation, should consult the Appointing Authority prior to engaging in such activity, unless allowed by law.
  4. Employees shall not accept any valuable, whether in the form of service, loan, gift, favor, or item, directly or indirectly, in business dealings with the County; nor shall they accept anything of value or the promise or offer of anything of value that is of such a character as to manifest a substantial and improper influence upon said employees in the discharge of their duties.
  5. Employees shall not grant any consideration, treatment, advantage, favor, service or item in the discharge of their duties beyond that which it is the general practice to Grant or make available to all citizens.
  6. Employees who serve on any committees, commissions, boards, or hold elected office, or serve in any capacity with any other organized entity, whether public or private, shall excuse themselves from participating in any matter related to County programs, operations, or business concerns. Service shall not conflict with the performance of official County duties.
  7. Employees shall not abuse, neglect, waste, or misappropriate County property. All employees are responsible for the proper care of any tools, materials, equipment or vehicles assigned for the performance of their jobs. No tools or equipment or materials shall be taken from the work site for any purpose unless specifically authorized by the employees' supervisors. No County tools, equipment, materials or vehicles shall be used for any purpose other than authorized work –related activities.
  8. A public official or employee may accept travel, meals, and lodging or expenses or reimbursement of expenses for travel, meals, and lodging in connection with conferences, seminars, and similar events related to his/her official duties if the travel, meals, and lodging, expenses, or reimbursement is not of such a character as to manifest a substantial and improper influence upon him/her with respect to his/her duties. (Ohio Revised Code Section 102.03 [I])
  9. In addition, no Warren County public official or employee shall engage in any activity otherwise prohibited by Ohio Revised Code, Chapter 102.
- B. Each person who works for Warren County holds a position of trust in the matter of access to confidential information. Every employee is expected to recognize the responsibilities entrusted to him or her in preserving the security and confidentiality of this information, and is required to abide by the following code:

1. an employee must not exhibit or divulge the contents of any record to any person, except in the conduct of his or her work assignments, or in accordance with the policies of the County and Ohio law concerning release of information;
  2. an employee must not remove, or cause to be removed, copies of any record or report from any file from the office where it is kept, except in the performance of his or her duties or with the express, prior approval of management;
  3. an employee must not seek to benefit personally, or permit others to benefit personally, from any confidential information that has become available by virtue of his or her work assignment;
  4. an employee must not knowingly include or cause to be included in any record or report a false, inaccurate, or misleading entry;
  5. an employee permitted to access restricted programs must use such programs only for the intended use.
- B. Employees are further expected to refrain from participating in any discussion or gossip about a person, or his or her individual circumstances, that might be perceived by others to be information obtained from Warren County records or otherwise in the scope of employment with Warren County. Discussion of any such information, even if not technically a breach of confidentiality, may create the perception of impropriety, and should be avoided.
- C. Violation of any portion of this policy may result in disciplinary action in accordance with the disciplinary principles described in Section 8 of this policy

# APPENDICES

## APPENDIX 1

### Lease vs. Purchase Analysis

#### *For Federal Transit Administration (FTA) Funded Procurements*

FTA funds can be used for capital assistance to finance the costs of leasing eligible property if leasing is more cost effective than full ownership. Before the County may lease an asset, FTA regulations, —Capital Leases, ll 49 CFR Part 639, Subpart C, require the recipient to make a written comparison of the cost of leasing the asset compared with the cost of purchasing or constructing the asset. Costs used in the comparison must be reasonable, based on realistic current market conditions, and based on the expected useful service life of the asset. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach. The Procurement Manager will use the Lease vs. Purchase Analysis form to maintain a written record of the determination of the cost of leasing the asset compared with the cost of purchasing or constructing it.

Lease vs. purchase alternatives - It is usually less economical to lease equipment than to purchase it. However, there are some instances where this is not true. For example, short-term leases of equipment which is required for a short time or for a unique task may be reasonable and economically sound. It may also be advisable to lease equipment that undergoes rapid technological change such as personal computers and other IT related equipment. In some cases, it is easier to have equipment maintained if it is leased. But long term leases and leases for items that should be purchased and capitalized but cannot be because of budget constraints are not economically prudent. If a decision is made to lease equipment, a lease vs. purchase analysis should be made.

The analysis should be appropriate to the size and complexity of the procurement. In determining whether the lease of equipment is feasible, **the following factors must be considered:**

- Estimated length of the period the equipment is required and the amount of time of actual equipment usage

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- Technological obsolescence of the equipment

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- Financial and operating advantages of alternative types and makes of equipment

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- Total rental cost for the estimated period of use



- 
- 
- Net purchase price, if acquired by purchase

- 
- 
- Transportation and installation costs

- 
- 
- Maintenance, storage and other service costs

- 
- 
- Trade-in or salvage value

- 
- 
- Imputed interest costs

- 
- 
- Availability of a servicing facility especially for highly complex equipment (can the Agency service the equipment if it is purchased).
- 
- 

Based on this review, it is recommended to:

**Purchase**

**Lease**

Recommended By: (Print Name)

Signature:

Date

**Independent Cost Estimate (ICE)**

Date:				
Prepared by:				for Warren
Department:				
Signature:				
Grant Funded:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>		Grant # TBA
Project Description:				
Estimated date for project Start:				
Estimated date for project Completion:				
Description				COST
	Labor			
	Materials			
	Construction			
	Equipment			
	Services			
	Goods/Supplies			
	Other:			
	Other :			
	Contingency			
	SubTotal:			\$0
	Staff Costs			
	Total:			\$0

**Complete Only Shaded Areas**

Once ICE is completed, request Federal Certifications from Grants Coordinator (841-4241). Check for DBE participation and Wage provisions.

**ATTACH YOUR BACK-UP INFORMATION TO THE ICE**

## APPENDIX 3

### **THIRD PARTY CONTRACT PROVISIONS**

***For Federal Transit Administration (FTA) Funded Procurements***

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

PROVISION	COMMENTS	MASTER AGREEMENT REFERENCE (based on FA MA(17) 10-1-2010)
<b>All FTA Assisted Third Party Contracts and Subcontracts</b>		
No Federal Government Obligations to Third Parties (Use of Disclaimer)		§ 2.f
False or Fraudulent Statements or Claims – Civil and Criminal Fraud		§ 3.f
Access to Third Party Contract Records		§ 15.t
Changes to Federal Requirements		§ 2.c(1)
Civil Rights (Title VI, ADA, EEO (except special DOL construction clause))		§ 12
Disadvantaged Business Enterprises (DBEs)	Contract awarded on the basis of a bid/proposal offering to use DBEs.	§ 12.d
Incorporation of FTA Terms	Per FTA C 4220.1F.	§ 15.a
<b>Awards Exceeding \$10,000</b>		
Terminations	If 49 CFR Part 18 applies.	§ 11 and § 15.a, which incorporate 49 CFR Part 18
Special EEO provision for construction contracts	If 49 CFR Part 18 or Part 19 indicate that the DOL EEOC regulations at 41 C.F.R. Chapter 60 apply.	§ 15.a, which incorporates 49 CFR Part 18 and Part 19
<b>Awards Exceeding \$25,000</b>		
Debarment and Suspension		§ 3.b
<b>Awards Exceeding the Simplified Acquisition Threshold (\$100,000) (As of February 2011, OMB has not to date adopted the FAR clause 2.101 \$150,000 standard for grants.)</b>		
Buy America	When tangible property or construction will be acquired.	§ 14.a
Resolution of Disputes, Breaches, or Other Litigation		§ 56
<b>Awards Exceeding \$100,000 by Statute</b>		
Lobbying	OMB Office of Federal Financial Management has not adopted the FAR clause 2.101 \$150,000 simplified acquisition threshold standard.	§ 3.d
Clean Air		§ 25.b
Clean Water		§ 25.c

## **THIRD PARTY CONTRACT PROVISIONS (Continued)**

*For Federal Transit Administration (FTA) Funded Procurements*

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

<b>PROVISION</b>	<b>COMMENTS</b>	<b>MASTER AGREEMENT REFERENCE (based on FA MA(17) 10-1-2010)</b>
<b>Planning, Research, Development, and Demonstration Projects</b>		
Patent Rights		§ 17
Rights in Data and Copyrights		§ 18
<b>Special Notification Requirements for States</b>		
Special Notification Requirement for States		§ 38
<b>Miscellaneous Special Requirements</b>		
Energy Conservation		§ 26
Recycled Products	Contracts when procuring \$10,000 or more per year of items designated by EPA.	§ 15.k
Conformance with National ITS Architecture	Contracts and solicitations for ITS projects.	§ 15.m
ADA Access	Contracts for rolling stock or facilities construction/renovation.	§ 12.g
Assignability Clause	Procurements through assignments.	§ 15.a, which incorporates 49 CFR Part 18 and 49 CFR Part 19

## **APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS**

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

<b>TYPE OF PROCUREMENT</b>					
<b>PROVISION</b>	<b>Professional Services/A&amp;E</b>	<b>Operations/ Management</b>	<b>Rolling Stock Purchase</b>	<b>Construction</b>	<b>Materials &amp; Supplies</b>
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All	All
False Statements or Claims Civil and Criminal Fraud	All	All	All	All	All
Access to Third Party Contract Records	All	All	All	All	All
Changes to Federal Requirements	All	All	All	All	All
Termination	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.
Civil Rights (Title VI, ADA, EEO except Special DOL EEO clause for construction projects)	All	All	All>\$10,000	All	All
Special DOL EEO clause for construction projects				>\$10,000	
Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Buy America			>\$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 \$150,000 standard.	>\$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 \$150,000 standard.	>\$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 \$150,000 standard.
Resolution of Disputes, Breaches, or Other Litigation	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Water	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Cargo Preference			Transitsport by ocean	Transitsport by ocean	Transitsport by ocean
Fly America	Foreign air Transitsp. /travel.	Foreign air Transitsp. /travel.	Foreign air Transitsp. /travel.	Foreign air Transitsp. /travel.	Foreign air Transitsp. /travel.

## **APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS** **(Continued)**

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

<b>TYPE OF PROCUREMENT</b>					
<b>PROVISION</b>	<b>Professional Services/A&amp;E</b>	<b>Operations/ Management</b>	<b>Rolling Stock Purchase</b>	<b>Construction</b>	<b>Materials &amp; Supplies</b>
Davis-Bacon Act				>\$2,000 (also ferries).	
Contract Work Hours and Safety Standards Act		>\$100,000 (Transportation services excepted).	>\$100,000	>\$100,000 (also ferries).	
Copeland Anti-Kickback Act Section 1 Section 2				All > \$2,000 (also ferries).	
Bonding				\$100,000	
Seismic Safety	A&E for new buildings & additions.			New buildings & additions.	
Transit Employee Protective Arrangements		Transit operations.			
Charter Service Operations		All			
School Bus Operations		All			
Drug Use and Testing		Transit operations.			
Alcohol Misuse and Testing		Transit operations.			
Patent Rights	R & D				
Rights in Data and Copyrights	R & D				
Energy Conservation	All	All	All	All	All
Recycled Products		EPA-selected items \$10,000 or more annually.		EPA-selected items \$10,000 or more annually.	EPA-selected items \$10,000 or more annually.
Conformance with ITS National Architecture	ITS projects.	ITS projects.	ITS projects.	ITS projects.	ITS projects.
ADA Access	A&E	All	All	All	All
Notification of Federal Participation for States	Limited to States.	Limited to States.	Limited to States.	Limited to States.	Limited to States.

## APPENDIX 4

### SINGLE BID ANALYSIS

Competitive BID/proposals are normally conducted with more than one source submitting an offer or proposal. Procurements that receive only a single BID or proposal would not necessarily be considered a sole source procurement. However, Warren County Transit staff has the responsibility to document that the established compliant process, including importantly adequate public notice and outreach, was followed. Further, Warren County Transit must conduct a cost estimate before awarding the contract to ensure that the cost is fair and reasonable. This is an extremely rare circumstance, and Warren County Transit staff will be required to obtain documentation from non-bidders indicating their rationale for not participating (obtained, for example, through a formal written letter to nonbidders, follow up with a phone call or email).

**Requirements:** When a Single BID is received in response to a solicitation that was issued to multiple sources, Warren County Transit staff shall begin documentation as to why only one BID was received. A single BID places the County essentially in a sole source situation that requires certain procedures for determining whether competition was adequate and for determining "price reasonableness".

- 1) Warren County Transit Staff must first determine if adequate competition existed by contacting vendors on the original source list to find out why they did not submit bids. If the reasons were a restrictive specification or restrictive delivery date that none save the single offeror could meet, then competition was inadequate. When a fatal flaw in the solicitation is discovered that restricted "full and open" competition, Warren County Transit may either:
  - (a) Cancel the existing solicitation, make any required changes removing the restriction, and resolicit the procurement; or
  - (b) After determining that the price is "fair and reasonable," a sole source justification must be prepared explaining why the restrictions are essential. Warren County Transit will obtain all appropriate County approvals to do so, and process the procurement as a sole source.
    - (i) If price analysis fails to yield a determination that the price is "fair and reasonable," Warren County Transit staff must request and evaluate detailed cost data (including overhead and profit) provided by the single source.
    - (ii) If cost analysis fails to yield a determination that the price is "fair and reasonable," Warren County Transit may request County approval to enter into negotiations to be able to reach agreement on price.
- 2) If the reasons given by the non-responders are unrelated to the specification and/or solicitation terms, and decisions not to bid were of a business nature, etc., then determination of adequate competition may be made and the contract awarded as a competitive procurement. Warren County Transit staff will document the file so that it is clear how the determination was reached.

#### **Documentation of sourcing efforts**

Single BID Analysis Worksheet  
An analysis of the reason for lack of competition  
Cost Analysis prior to an award to a single bidder

## SINGLE BID ANALYSIS - Worksheet

*Complete this form when only one bid is received in response to an IFB or RFP.*

<b>1.Solicitation:</b>	<b>Action to Plan (choose one):</b> <input type="checkbox"/> Award Contract Basis: <hr/> <input type="checkbox"/> Extend Deadline (modify selection) <i>New Due Date:</i> _____  <input type="checkbox"/> Reprocure: <i>New Solicitation Due to be Completed:</i> <hr/> <i>Projected Due Date:</i> _____  <b>Signed:</b> _____ <b>Title:</b> _____  <b>Date:</b> _____ <hr/>
<b>2.Product/Service to be Procured:</b>	
<b>3. Bid or Proposal Publication Date:</b>	
<b>4.Bid or Proposal Due Date:</b>	
<b>5.Number of Solicitations Requested:</b>	
<b>6.Number of Bids Received:</b>	
<b>7.Reasons for Lack of Competition (based on Supplier Contacts*):</b> <input type="checkbox"/> Lack of Competency <input type="checkbox"/> Lack of Available Resources <input type="checkbox"/> Poor Timing <input type="checkbox"/> Short Response Due Date <input type="checkbox"/> Other:	

**\*YOU ARE REQUIRED TO ATTACH COPIES OF CONTACT WITH OTHER VENDORS (i.e., emails, phone calls, etc.)**

DETERMINATION	YES	NO
Was competition Adequate? (Attach analysis of the reason for lack of competition)		
Is Price Fair and Reasonable? (Attach Cost Analysis prior to an award to a single bidder)		
Comments/Notes:		



APPENDIX 5

**FTA Funded Project / Compliance Checklist**

Line	Document	Signature Required	Included	Notes
	<b>Independent Cost Estimate (ICE) *Required for ALL Procurements</b>			
	*Required prior to obtaining formal quotes or bids	No		
	*Required for each subsequent change order			
	<b>Workforce Projection / Subcontracting Opportunities List</b>	No		
	<b>BAS and/or Purchase Requisition</b>			
	*Signed by Warren County Transit upon receipt of completed ICE	Yes		
	*Required for each subsequent change order			
	<b>Grant Number and Account Number</b>	No		
	*Provided by Warren County Transit			
	<b>Applicability of Third Party Contract Provisions (Warren</b>	No		
	<b>Federal Certifications and Assurances</b>			
	*Provided by Warren County Transit	No		
	*May include DBE goals if applicable			
	<b>Bond Requirements (Construction Only)</b>	No		
	<b>Davis Bacon Wage Determination (Construction Only)</b>	No		DATED PRIOR TO BID PUBLICATION
	<b>Liquidated Damages</b>			
	*Contract or procurement file specify calculation.	No		
	<b>Pre-Bid Agenda</b>	No		
	<b>Pre-Bid/Site Visit Sign-In Sheets</b>	No		
	<b>Project / Procurement Advertisements</b>			
	*Grant funded project <u>shall not</u> have local preference clauses	No		
	<b>Contract / Advertisement Addendums</b>	No		
	<b>Bid Tabulation Sheet</b>	No		
	<b>Price Analysis - *Required for ALL Procurements</b>			
	*Used for comparison to ICE	No		
	*Responsibility of the contracting official			
	<b>Federal Excluded Parties List System (EPLS) Verification</b>			
	* <a href="https://www.sam.gov/portal/public/SAM/">https://www.sam.gov/portal/public/SAM/</a> **Over \$25,000	No		
	*Verification (printout) that the winning vendor is NOT in the EPL			
	*Date of printout must be before contract award			
	<b>Copy of Awarded Contract</b>	Yes		
	*Or Purchase Order if not a term contract			
	<b>Notice of Award</b>	Yes		
	*Or Form "L"			
	<b>FTA Clauses, Representations &amp; Certifications</b>			
	*Signed by Vendor for all contracts	Yes		
	*Separate signature page for Buy American and Lobbying			
	<b>Assignability Clause</b>	No		
	*Piggyback procurements/projects only			
	<b>Board of County Commissioners approval</b>	Yes		
	*Fully executed agenda item for items over \$250,000			
	<b>Sole Source Procurement, Sole-source Justification issued by Provider Department and as needed:</b>	YES		
	a) Letter from Manufacturer b) Letter from Supplier c) Cost Analysis			

**Notes on Sole Source and Single Bids. When applicable, written justification shall be placed on the file, containing similar language as follows.**

(FTA C.4220.IF THIRD PARTY CONTRACTING GUIDANCE - Rev. 4 - 03/18/2013)

**Methods of Procurement**

**Sole Source.** When the recipient requires supplies or services available from **only one responsible source.** and no other supplies or services will satisfy its requirements, the recipient may make a sole source award. When the recipient requires an existing contractor to make a **change to its contract that is beyond the scope of that contract,** the recipient has made a sole **source award that must be justified.**

1. Unique Capability or Availability. The property or services are available from one source if one of the conditions described below is present:
  - a. Unique or Innovative Concept. The offeror demonstrates a unique or innovative concept or capability not available from another source. Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept confidential or are patented or copyrighted, and is available to the recipient only from one source and has not in the past been available to the recipient from another source.
  - b. Patents or Restricted Data Rights. Patent or data rights restrictions preclude competition.
  - c. Substantial Duplication Costs. In the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.
  - d. Unacceptable Delay. In the case of a follow-on contract for the continued development or production of a highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in unacceptable delays in fulfilling the recipient's needs.
- 2 Single Bid or Single Proposal. Upon receiving a single bid or single proposal in response to a solicitation, the recipient should determine if competition was adequate. This should include a review of the specifications for undue restrictiveness and might include a survey of potential sources that chose not to submit a bid or proposal.
  - a. Adequate Competition. FTA acknowledges competition to be adequate when the reasons for few responses were caused by conditions beyond the recipient's control. Many unrelated factors beyond the recipient's control might cause potential sources not to submit a bid or proposal. If the competition can be determined adequate, FTA's competition requirements will be fulfilled, and the procurement will qualify as a valid competitive award.
  - b. Inadequate Competition. FTA acknowledges competition to be inadequate when, caused by conditions within the recipient's control. For example, if the specifications used were within the recipient's control and those specifications were unduly restrictive, competition will be inadequate.

**Notes on Liquidated Damages**

**Liquidated Damages** – Following County CW-F-049, Liquidated Damages may be assessed in accordance with F.S. 337.18 unless otherwise indicated in the contract document. Liquidated Damages may be assessed if the County reasonably expects to suffer damages through delayed contract completion, or if weight requirements are exceeded, and the extent or amount of such damages are uncertain and would be difficult or impossible to determine. The rate and measurement standards must be calculated to reasonably reflect the county's costs should the standards not be met, and must be specified in the solicitation and contract. The assessment for damages is often established at a specific rate per day for each day beyond the contract's delivery date or performance period. A measurement other than a day or another period of time, however, may be established if that measurement is appropriate, such as weight requirements in a rolling stock purchase. **The procurement file should include a record of the calculation and rationale for the amount of damages established.**

**Construction—Special Requirements.**

**BONDS.** Required for all construction **contracts exceeding \$100,000**

5% bid guarantee bond.

100% performance bond.

Payment bond equal to: **50%** for contracts < \$1M.  
**40%** for contracts >\$1M – < \$5M.  
**\$2.5M** for contracts > \$5M.

<b><u>PIGGYBACKING - WORKSHEET</u></b>	<b>YES</b>	<b>NO</b>	<b>Document and Page #</b>
1. Have you obtained a copy of the <b>contract</b> and the <b>solicitation</b> document, including the specifications and any Buy America Pre-award or Post- Delivery audits?			
2. Does the solicitation and contract contain an express “assignability” clause that provides for the assignment of all or part of the specified deliverables?			
3. Were the piggybacking quantities included in the original solicitation; i.e., were they in the original bid and were they evaluated as part of the contract award decision?			
4. If this is an indefinite quantity contract, did the original solicitation and resultant contract contain both a minimum and maximum quantity, and did these represent the reasonably foreseeable needs of the parties to the contract?			
3. Does the contract contain the clauses required by Federal regulations?			
4. Did the Contractor submit the “certifications’ required by Federal regulations?			
5. If this piggybacking action represents the exercise of an option in the contract, is the option provision still valid or has it expired?			
6. Was a cost or price analysis performed by the original contracting agency documenting the reasonableness of the price? Obtain a copy for your files.			
7. Have you determined whether the contract price or prices originally established are still fair and reasonable before using those rights. Keep copy of your determination for your file.			
8. Was there a proper evaluation of the bids or proposals? Include a copy of the analysis in your files.			
9. If you will require changes to the vehicles (deliverables), are they “within the scope” of the contract or are they “cardinal changes”?			
BID Date:			
Contract Award Date:			
Contract Expiration Date:			
Contract to the BCC for Approval (DATE):			
Total Number of Vehicles:			

Warren County Transit is responsible to ensure that any Rolling Stock contract used by the County is compliant the following

Federal laws and regulations that may affect rolling stock procurements:

<p align="center"><b><u>SUPPLEMENTAL PIGGYBACKING WORKSHEET</u></b></p> <p align="center"><b>Rolling Stock Contract - Special Requirements</b></p>	YES	NO	Page #
<p>1. <b>Accessibility.</b> Does Rolling stock comply with the accessibility requirements of DOT regulations? “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37, and Joint ATBCB/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38.</p>			
<p>2. <b>Transit Vehicle Manufacturer (TVM) Compliance with DBE Requirements.</b> Before a TVM may submit a bid or proposal, the TVM is required to submit a certification that it has complied with FTA’s DBE requirements. Do you have a copy of this certification?</p>			
<p>3. <b>Minimum Service Life.</b> Does the contract specify What the Minimum Useful Life is for these Vehicles? _____                      At least _____ years of service or an accumulation of at least _____ miles.  <i>Requests for bids need to specify the expected useful life category for new vehicles.</i></p>			
<p>4. <b>Spare Ratios.</b> FTA is concerned that the recipient does not acquire an excessive number of spare vehicles not regularly used in public Transportation service.                      Do you have a copy of Warren County Transit’s most recent Replacement Fleet Summary?</p>			
<p>5. <b>Air Pollution and Fuel Economy.</b> Does the contract have applicable Federal clauses for air pollution control and fuel economy regulations? such as EPA regulations, “Control of Air Pollution from Mobile Sources,” 40 CFR Part 85; EPA regulations, “Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines,” 40 CFR Part 86; and EPA regulations, “Fuel Economy of Motor Vehicles,” 40 CFR Part 600.</p>			
<p>6. <b>Preaward Review and Post Delivery Review.</b> Does the contract have applicable Federal clauses for requirements of 49 U.S.C. Section 5323(m) and those provisions of FTA regulations, “Pre-Award and Post-Delivery Audits of Rolling Stock Purchases,” 49 CFR Part 663, that do not conflict with 49 U.S.C. Section 5323(m)?</p>			
<p>7. <b>Bus Testing.</b> If the contract will be used to acquire a new bus model or a bus with significant alterations to an existing model, Does the contract include provisions to assure compliance with applicable requirements of 49 U.S.C. Section 5318, as amended by MAP-21, and FTA regulations, “Bus Testing,” 49 CFR Part 665?</p>			
<p>8. <b>In-State Dealers.</b> Did the solicitation limit the third party bus procurement to in-State dealers? Although FTA respects State licensing requirements, FTA is prohibited by law from providing FTA assistance to support bus procurements that have the result of limiting competition to entities that have been able to obtain a State license.</p>			
<p>9. <b>Time Limits for Options on Rolling Stock Contracts.</b> Does the contract provide an option to buy additional buses or replacement parts exceeding five (5) years? _____                      Contract Award Date _____ Contract Expiration Date _____                      MAP-21 amended 49 U.S.C. Section 5325(e)(1) by adding subsections (A) and (B), retaining the five (5) year option for the procurement of buses, while extending the option for rail procurements to seven (7) years. Consequently:                      (a) <b>Buses.</b> A recipient:                          1 May enter into a multi-year contract to acquire buses or replacement parts, with an option not exceeding five(5) years to buy additional buses or replacement parts, 49 U.S.C. Section 5325(e)(1)(A), but                          2 May not exercise the option to acquire buses or replacement parts later than five (5) years after the date of its original contract.</p>			

<p>10. <u>Basis for Contract Award.</u> As permitted by 49 U.S.C. Section 5325(f), the recipient may award a third party contract for rolling stock based on initial capital costs, or based on performance, standardization, life cycle costs, and other factors, or by selection through a competitive procurement process.</p>	<p><b>Basis of Contract Award:</b></p>
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**Subrecipient Monitoring Check List**

GRANT MONITORING GUIDELINES		Date Report Completed:		FTA Grant Number:	
Project Name:		Subrecipient Name			
Project Description:		Capital/Operating/Mobility Management			
Project Duration:		Date Sub-Recipient Agreement Executed:			
<b>Topic Area</b>	Yes	No	N/A	<b>Recommendations/Comments</b>	
<b>A. Program Operation</b>					
1. Is the project progressing on schedule?					
2. Is the project functioning as described in agreement?					
3. Has there been a change in Primary Contacts?					
4. Do Progress Reports describe project activities?					
5. Is data provided to support project goals/outcomes"?					
6. Is compliance with required training documented?					
7. Is sub-recipient involved in lobbying activities?					
8. Have all <i>Special Conditions</i> of the agreement been met?					
9. Is there evidence of a change in project scope?					
<b>B. Budget</b>					
1. Will Project Meet Budget Time Frame? If not, why?					
2. Have Budget Adjustments Been Needed?					
3. Do expenses have supporting documentation?					
<b>C. Personnel</b>					
1. Are there Job Descriptions for ALL Grant-funded Positions?					
2. Are Time Sheets Maintained For ALL Grant Employees?					
<b>D. Travel</b>					
1. Is Travel Documented by date, distance, locations, purpose & rates?					
2. Is mileage reimbursement paid at the State rate or less?					
<b>E. Supplies/Operating Expenses</b>					
1. Have these been purchased according to budget?					

<b>F. Equipment</b>				
1. Has approved equipment been purchased?				
2. Was competitive bidding used to obtain equipment?				
3. Is equipment being used appropriately?				
4. Does grantee have current property control record on file?				
5. Does agency have physical inventory control procedures?				
6. Does agency have a maintenance program in place?				
<b>G. Reports</b>				
1. Are ALL required reports on file with Warren County				
-- Financial Report				
-- Progress Report				
-- Annual Progress Report				
<b>H. Professional and Contractual Services</b>				
1. Have all contracts been received PRIOR execution And approval?				
2. Does Contract outline work to be performed and does it comply with program objectives?				
3. Was copy of RFP & list of bidders provided?				
4. Was competitive bidding used to obtain contract(s)?				
5. If Sole Source used, is approval on file?				
6. Is "Contractor" making regular & accurate billing?				
<b>I. Federal Regulations</b>				
1. Does sub-recipient have a Title VI Program in place?				
2. Agency has a policy on how to handle discrimination complaints from employees and agency beneficiaries.				
3. Have there been any discrimination complaints within the past 3 years?				
4. Is sub-recipient suspended/debarred from participation?				
5. Does sub-recipient maintain a drug-free workplace?				
6. Are DBE requirements included in documents?				
7. Are Vehicles ADA Compliant?				
<b>J. Specific Issues</b>				
1.				
<b>K. SUMMARY INFORMATION</b>				

# Resolution

Number 18-0220

Adopted Date February 20, 2018

**APPROVE AMENDMENT TO AGREEMENT WITH RUMPKE OF OHIO, INC. FOR  
HAULING AND DISPOSAL OF SLUDGE AT THE LOWER LITTLE MIAMI  
WASTEWATER TREATMENT PLANT**

WHEREAS, pursuant to Resolution No. 16-0282 , adopted March 1, 2016 this Board entered into a contract with Rumpke of Ohio, Inc. for the hauling and disposal of sludge at the Lower Little Miami Wastewater Treatment Plant; and

WHEREAS, said contract may be renewed each year for up to three years as long as both parties agree on pricing and terms; and

WHEREAS, it is the desire of this Board to approve Amendment No. 2, renewing the Rumpke Contract through February 28, 2019; and

NOW THEREFORE BE IT RESOLVED, to approve Amendment No. 2 and Purchase Order 24324 to Rumpke of Ohio, Inc. in the amount of \$321,544.00 to the Sewage Sludge Disposal and Hauling Agreement for the Warren County Water and Sewer Department with Rumpke of Ohio, Inc.; as attached hereto and made part hereof; and

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

las

cc: c/a – Rumpke of Ohio, Inc.  
Water/Sewer (File)



**AMENDMENT NO. 2 TO THE 2016 AGREEMENT**  
**FOR LOWER LITTLE MIAMI WWTP SEWAGE**  
**SLUDGE HAULING AND DISPOSAL PROJECT**

THIS AMENDMENT No. 2 to the 2016 Agreement for the Lower Little Miami WWTP Sewage Sludge Hauling and Disposal Project (hereinafter "Amendment") is entered into by and between **Warren County Board of County Commissioners** on behalf of the Warren County Water and Sewer Department ("OWNER") and **Rumpke of Ohio, Inc.**, ("VENDOR") in accordance with the terms and conditions of the original 2016 Agreement Contract for Lower Little Miami WWTP Sewage Sludge Hauling and Disposal Project services entered into by and between the OWNER and VENDOR (sometimes referred to hereinafter as the "PARTIES").

**WITNESSETH:**

Whereas, the PARTIES did on March 1, 2016 enter into a Contract for Sewage Sludge Hauling and Disposal Services at the Lower Little Miami WWTP through Resolution 16-0282; and,

Whereas the PARTIES executed Amendment No. 1 to the said contract, effective March 1, 2017; and,

Whereas the PARTIES desire to further amend said contract as hereinafter set forth, effective March 1, 2017.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in said Contract and all Amendments thereto, it is mutually agreed as follows:

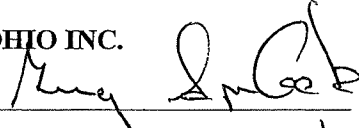
1. **Term:** The term of said contract shall be renewed for a one (1) year period, effective from March 1, 2018 through March 1, 2019.
2. **Pricing:** Effective March 1, 2018 and running until March 1, 2019, OWNER shall pay VENDOR for services described in said Contract at a rate of Two Hundred Thirty Seven Dollars and Seventy-Eight Cents (\$237.78) per load for hauling charges; Twenty Seven Dollars and Forty-Eight Cents (\$27.48) per ton for disposal charges and No Dollars per month Container Rental (\$0.00), which is a 2.8% increase over 2017 pricing to account for increases in overall operating expenses; based on 10,000 U.S. tons of wet sludge at an average 23 tons per load, the total Contract Price shall be \$321,544.00.
3. **Performance Bond:** Vendor shall simultaneously with delivery of this executed Amendment provide a Performance Bond with a penal sum in the full amount of the contract price under this Amendment, to secure the faithful performance of this contract and for the payment of all persons performing labor on the project under the contract and furnishing materials in connection with contract.

Except as hereinabove provided, said Contract dated March 1, 2016 is hereby in all other respects ratified and confirmed.

AUTHORITY AND EXECUTION

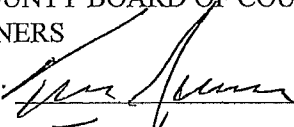
**CONTRACTOR:**

IN EXECUTION WHEREOF, Rumpke of Ohio, Inc. has caused this agreement to be executed by Greg Spurlock, Account Executive, on the date stated below, pursuant to a corporate resolution authorizing same.

RUMPKE OF OHIO INC.  
SIGNATURE:   
PRINTED NAME: Greg Spurlock  
TITLE: Major Accounts  
DATE: 1/26/18

**COUNTY:**

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by Tom Grossmann, its President, on the date 2018 stated below, pursuant to Resolution No. 18-0220, dated, February 20, ~~2018~~.

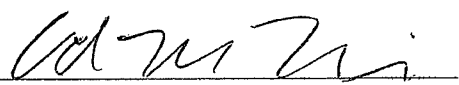
WARREN COUNTY BOARD OF COUNTY COMMISSIONERS  
SIGNATURE:   
PRINTED NAME: Tom Grossmann  
TITLE: President  
DATE: 2/20/18

Approved as to form:

DAVID P. FORNSHELL

PROSECUTING ATTORNEY

WARREN COUNTY, OHIO



By: Adam Nice, Asst. Prosecutor

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Rumpke of Ohio, Inc.  
(Name of Vendor)

10795 Hughes Road, Cincinnati, OH 45251  
(Address of Vendor)

a Corporation, hereinafter called  
(Corporation, Partnership or Individual)

Principal, and Ohio Indemnity Company  
(Name of Surety)

250 East Broad Street, 7th Floor, Columbus, OH 43215  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

WARREN COUNTY OHIO  
BOARD OF COMMISSIONERS  
406 Justice Drive  
Lebanon, OH 45036

hereinafter called OWNER, in the penal sum of \* Dollars, \$(321,544.00\*\*\*\*\*) in  
lawful money of the United States, for the payment of which sum well and truly to be made, we  
bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a  
certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_,  
2013, a copy of which is hereto attached and made a part hereof for the project of:

Lower Little Miami WWTP Sewage Sludge Hauling and Disposal

Project on behalf of the Warren County Water and Sewer Department

\*Three Hundred Twelve Thousand, Seven Hundred Eighty-Six and 00/100 Dollars

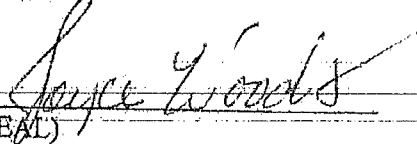
NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the guaranty period(s), and if he/she shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition of the terms of the contract or the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the VENDOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

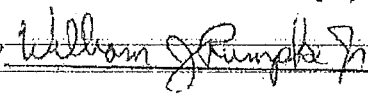
IN WITNESS WHEREOF, this instrument is executed in counterparts, each one of which shall be deemed an original, this the 7th day of February 2018.

ATTEST:

  
(SEAL)

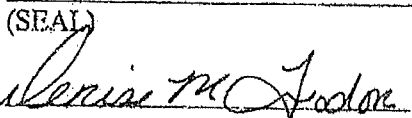
Joyce Woods

Rumpke of Ohio, Inc.  
(Principal)

By 

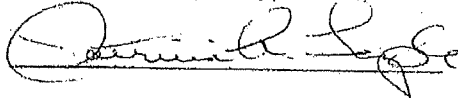
William J. Rumpke, Jr. - President

ATTEST:

(SEAL)  


Denise M. Fodor

Ohio Indemnity Company  
(Surety)



Patricia A. Temple, Attorney-In-Fact

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

OHIO INDEMNITY COMPANY  
COLUMBUS, OHIO  
POWER OF ATTORNEY

DOCUMENT NO. 5764

POWER NO. 301719

KNOW ALL MEN BY THESE PRESENTS, that Ohio Indemnity Company, a corporation organized and existing under the laws of the State of Ohio with its principal office at 250 East Broad Street, 7<sup>th</sup> Floor, Columbus Ohio 43215, by and through the undersigned, its President, does hereby nominate, constitute and appoint: Patricia A. Temple

as its true and lawful Attorneys-in-Fact to make, execute, attest, seal, acknowledge and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED; however, that the obligation of the Company under this Power of Attorney shall not exceed Five Million Dollars (\$5,000,000).

IN WITNESS WHEREOF, the Ohio Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 21st day of April, 2016.

OHIO INDEMNITY COMPANY



BY: John S. Sokol  
John S. Sokol, President

BY: Stephen J. Toth  
Stephen J. Toth, Vice President

Notary Public)  
State of Ohio)

SS:

On this 21<sup>st</sup> day of April, 2016, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came: John S. Sokol and Stephen J. Toth of the Ohio Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Columbus, Ohio, the day and year above written.



SHERRY E. BIXLER  
Notary Public, State of Ohio  
RECORDED IN PICKAWAY COUNTY  
MY COMMISSION EXPIRES  
01-06-2020

BY: Sherry E. Bixler  
Sherry E. Bixler, Notary Public  
My Commission Expires 01/06/2020

State of Ohio)

SS:

I, the undersigned, Secretary of the Ohio Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force.

Signed and sealed in Columbus, Ohio this 7<sup>th</sup> day of February, 2018.



BY: Matthew C. Nolan  
Matthew C. Nolan, Secretary

Any reproduction or facsimile of this form is void and invalid.

Effective Date: July 24, 1956

Expiration Date: June 30, 2018

State of Ohio  
Department of Insurance

*Certificate of Authority*

This is to Certify, that

**OHIO INDEMNITY COMPANY**

NAIC No. 26565

is organized under the laws of this State as of February 11, 1956 and is authorized to issue policies and transact business under the following section(s) of the Ohio Revised Code:

**Section 3929.01 (A)**

Accident & Health

Allied Lines

Commercial Auto - Liability

Commercial Auto - Physical Damage

Credit

Credit Accident & Health

Fidelity

Fire

Group Accident & Health

Inland Marine

Other Liability

Private Passenger Auto - No Fault

Private Passenger Auto - Physical Damage

Surety

This Certificate of Authority is subject to the laws of the State of Ohio.



John R. Kasich, Governor

A handwritten signature in cursive script, reading "Jillian Froment".

Jillian Froment, Director



# OHIO INDEMNITY COMPANY

## OHIO INDEMNITY COMPANY Certificate 2016

The following financial information was excerpted from the Statutory Annual Statement filed by Ohio Indemnity Company with the Ohio Department of Insurance on February 27, 2017:

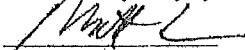
### STATEMENT OF INCOME

Direct Written Premium	214,988,893
Reinsurance Assumed	3,966,246
Reinsurance Ceded	(135,661,005)
Net Written Premium	83,294,134
Change in Unearned	(1,337,126)
Net Earned Premium	81,957,008
Losses and LAE Incurred	40,751,626
Other Underwriting Expenses	31,256,149
Underwriting Gain	9,949,233
Net Investment Gain	2,816,697
Other Income	(1,355)
Income Before Federal Income Tax	12,764,575
Federal Income Tax	3,703,741
<b>Net Income</b>	<b>\$ 9,060,834</b>

### BALANCE SHEET

<u>Assets</u>	
Cash and Invested Assets	\$ 124,834,080
Accrued Investment Income	1,397,816
Uncollected Premium and Agents' Balances	15,157,009
Reinsurance Recoverable	7,194,816
Net Deferred Tax Asset	3,416,202
<b>Total Assets</b>	<b>\$151,999,923</b>
<u>Liabilities and Surplus</u>	
Loss and LAE Reserves	\$ 16,374,347
Commissions Payable	940,905
Unearned Premium	62,264,695
Other Liabilities	26,864,507
<b>Total Liabilities</b>	<b>106,444,454</b>
<b>Surplus</b>	<b>45,555,469</b>
<b>Total Liabilities and Surplus</b>	<b>\$ 151,999,923</b>

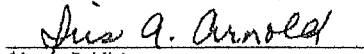
I hereby certify that the above information is that contained in the Statutory Annual Statement filed by the Ohio Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2016.

  
Matthew C. Nolan, CFO

State of OHIO County of FRANKLIN

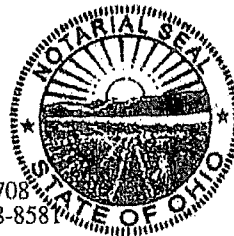
Personally appeared before me the above named Matthew C. Nolan personally known to me, who, being duly sworn, deposes and says that he executed the above instrument and that the information contained therein are true and correct to the best of his knowledge and belief.

Subscribed and sworn to before me this 27th day of July, 2017.

  
(Notary Public)

My Commission Expires 12/29/2021

250 East Broad Street  
Tenth Floor  
Columbus, OH 43215-3708  
(614) 228-2800 • (800) 628-8581  
www.ohioindemnity.com



IRIS A. ARNOLD  
Notary Public, State of Ohio  
My Commission Expires 12/29/2021

# Resolution

Number 18-0221

Adopted Date February 20, 2018

APPROVE AMENDMENT #2 TO THE CONTRACT BETWEEN WARREN COUNTY BOARD OF COMMISSIONERS AND RUMPKE WASTE & RECYCLING SERVICES FOR WASTE AND RECYCLING SERVICES FOR VARIOUS COUNTY BUILDINGS AND AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO SIGN DOCUMENTS RELATIVE THERETO

WHEREAS, Warren County has entered into a contract with Rumpke Waste & Recycling Services, 10795 Hughes Road, Cincinnati, OH for the waste and recycling services of various county buildings; and

WHEREAS, the County desires to amend the contract to reflect a renewal; and

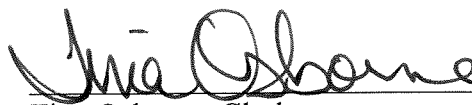
NOW THEREFORE BE IT RESOLVED, to approve Amendment #2 to the contract with Rumpke Waste & Recycling Services for the waste and recycling services of various county buildings and authorize the President and/or Vice President of this Board to sign documents relative thereto, as attached hereto and made a part hereof.

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: c/a – Rumpke Waste & Recycling Services  
Solid Waste (file)



**AMENDMENT #2  
TO CONTRACT FOR  
WASTE & RECYCLING SERVICES**

Amendment to the contract dated March 10, 2015, Resolution # 15-0334, for the waste and recycling services for various Warren County Building locations:

By and between the County:

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

and the Service Provider:

Rumpke Waste & Recycling Services  
10795 Hughes Road  
Cincinnati, OH

Replace the following paragraph of contract:

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

**SOLID WASTE SERVICES INCLUDING  
TRASH and RECYCLING**

*hereinafter called the project, for the cost listed on the proposal price (bid) sheet **for the renewal of one (1) year, with renewal options for two (2) additional years beginning March 10, 2017 and ending March 9, 2018,** and all work in connection therewith, under the terms as stated in the Conditions of the Bid; and as its or their own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Bid Proposal.*

Replace with the following paragraph:

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

**SOLID WASTE SERVICES INCLUDING  
TRASH and RECYCLING**

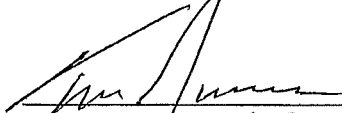
*hereinafter called the project, for the cost listed on the proposal price (bid) sheet **for the term of two (2) years beginning immediately, with renewal options for two (2) additional years, with the second renewal year beginning March 10, 2018 and ending March 9, 2019,** and all work in connection therewith, under the terms as stated in the Conditions of the Bid; and as its or their own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Bid Proposal.*

Add the following paragraph:


*At the term beginning March 10, 2018, rates shall include a three percent (3%) increase, as outlined in attached table and made a part thereof.*

This Amendment agreed to by:


**Warren County Board of Commissioners**

  
Date 2-20-18

**Rumpke Waste & Recycling Service**

  
Date 2-7-2018

Approved as to form:

  
Keith Anderson  
Assistant County Prosecutor

**Warren County Government Facilities 3-2018**

Account Number	Address	Type of Service	Waste				Recycling					
			# of Containers	Size of Container	# of Service Days	Cost per month	Cu yd Rate	# of Containers	Size of Container	# of Service Days	Cost per month	Cu yd Rate
02-102081	406 Justice	Front Load	2	8	2	\$271.92	\$1.96	1	8	1	\$43.26	\$1.25
02-102082	500 Justice	Front Load	1	8	2	\$135.96	\$1.96	1	8	1	\$43.26	\$1.25
02-102083	550 Justice	Front Load	2	8	2	\$271.92	\$1.96	2	8	1	\$86.52	\$1.25
02-102107	1433 W Main	Front Load	1	8	1	\$81.37	\$2.35	0	0	0	\$0.00	\$0.00
02-102084	570 Justice	Front Load	1	8	2	\$135.96	\$1.96	1	2	1	\$23.69	\$2.74
02-102033	416 East	Front Load	1	8	2	\$135.96	\$1.96	1	8	1	\$43.26	\$1.25
02-102180	320 Silver	Front Load	1	8	2	\$135.96	\$1.96	1	8	1	\$43.26	\$1.25
02-102085	560 Justice	Front Load	1	2	2	\$50.47	\$2.91	0	0	0	\$0.00	\$0.00
02-102113	1200 Monroe	Front Load	1	8	1	\$81.37	\$2.35	0	0	0	\$0.00	\$0.00
02-102194	2086 US 22 & 3	Front Load	8	2	1	\$313.12	\$4.52	0	0	0	\$0.00	\$0.00
02-102194	2086 US 22 & 3	Front Load	1	6	1	\$63.50	\$2.44	0	0	0	\$0.00	\$0.00
02-102198	6192 Striker	Front Load	1	4	1	\$42.23	\$2.44	0	0	0	\$0.00	\$0.00
01-106555	320 Silver	Roll off	1	30	On call	\$401.70	\$0.00	0	0	0	\$0.00	\$0.00
01-34828	430 East	Roll off	1	30	On call	\$401.70	\$0.00	0	0	0	\$0.00	\$0.00

\*\*\* All rates include fuel surcharge

\*\*\*Roll off containers flat rate, all tonnage included

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

# Resolution

Number 18-0222

Adopted Date February 20, 2018

AUTHORIZE PRESIDENT OF BOARD TO SIGN THE TASK COMPLETION REPORTS 52, 53, AND 54 WITH TRITECH SOFTWARE SYSTEMS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified and recommended that the Board of County Commissioners sign the TriTech Software Systems Task Completion Reports 52, 53, and 54; and


NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the TriTech Software Systems Task Completion Reports 52, 53, and 54; as attached hereto and made a part hereof.

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Tina Osborne, Clerk

cc: C/A – TriTech Software Systems  
Telecom (file)



# Warren County Sales Order 6395

## Task Completion Report 52

**Effective Date:** 02/01/2018

The purpose of the Task Completion Report (this "Document") is to document the mutual agreement between TriTech and the Client on the items listed in this report, in reference to CAD/Mobile/RMS/Jail Implementation Project for the Warren County – Sales Order 6395.

**Acknowledgement:** Review of JMS Interfaces

**Document Referenced:** JMS interface review

**Resource:** Kevin Consentino

**Project Manager:** Jameson Gartner

**SOW:** WarrenCo\_CADMobility\_RMSFBR\_Jail\_SOW v4

**Date:** February 1, 2018

Client acknowledges the review of the below listed JMS Interfaces by Client and TriTech resources.

- Correct Care Solution
- HomeWav
- Inmate Calling Solution
- Keefe
- Montgomery Co
- VINE
- Aramark

Also discussed was the re-engineer of LiveScan from RMS to JMS and VRSS interface requirements.

**Approval of this Task Completion Report does not generate an invoice related to this Project.**

The Client is responsible to approve this Task Completion Report within 10 business days, or provide a written notification to TriTech detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

Please sign, scan and return this document to TriTech via e-mail PDF attachment to Jameson Gartner (jameson.gartner@tritech.com)

## Approvals

Client Project Manager

Print Name:

*Tom Grossmann*

Signature:

*[Handwritten Signature]*

Date:

*2/20/18*

TriTech Project Manager

Print Name: Jameson Gartner

Signature:

*[Handwritten Signature]*

Date: 02/01/2018



WARREN 12 FEB 2018

# Warren County Sales Order 6395 Task Completion Report 53

**Effective Date:** 02/02/2018

The purpose of the Task Completion Report (this "Document") is to document the mutual agreement between TriTech and the Client on the items listed in this report, in reference to **CAD/Mobile/RMS/Jail Implementation Project for the Warren County – Sales Order 6395**.

**Acknowledgement:** Review of RMS data conversion OSD

**Document Referenced:** OSD - OHMasonPD – InformRMSDataConversion and OSD - OHWarrenCounty - InformRMSDataConversion

**Resource:** Kevin Consentino and Joe Sherry

**Project Manager:** Jameson Gartner

**SOW:** WarrenCo\_CADMobile\_RMSFBR\_Jail\_SOW v4

**Date:** February 2, 2018

Client acknowledges the review of the above listed Documents related to the RMS Data Conversion. Client has also been provided data conversion tools, uploaded to client share file.

RMS Data Conversion OSD will have revisions as mapping occurs. This acknowledgement is for the delivery and review only.

**Approval of this Task Completion Report does not generate an invoice related to this Project.**

The Client is responsible to approve this Task Completion Report within 10 business days, or provide a written notification to TriTech detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

Please sign, scan and return this document to TriTech via e-mail PDF attachment to Jameson Gartner (jameson.gartner@tritech.com)

## Approvals

Client Project Manager

Print Name:

*Tom Grossmann*

Signature:

*[Handwritten Signature]*

Date:

*2/26/18*

TriTech Project Manager

Print Name: Jameson Gartner

Signature:

*[Handwritten Signature]*

Date: 02/02/2018





# Warren County Sales Order 6395 Task Completion Report 54

**Effective Date:** 02/07/2018

The purpose of the Task Completion Report (this "Document") is to document the mutual agreement between TriTech and the Client on the items listed in this report, in reference to **CAD/Mobile/RMS/Jail Implementation Project for the Warren County – Sales Order 6395.**

**Acknowledgement:** Review of Zerto/ArcServe and DR requirement

**Document Referenced:** ZERTO info

**Resource:** Armando Sanez and Hai Ngyuen

**Project Manager:** Jameson Gartner

**SOW:** WarrenCo\_CADMobile\_RMSFBR\_Jail\_SOW v4

**Date:** February 7, 2018

**Change Order:** Warren County OH SO 6395 CO3976

Client was provided a comprehensive review of DR environment, requirements, ArcServe, Zerto and testing. Client was provided a ZERTO Info PPT for their review and reference as they move toward installation..

**Approval of this Task Completion Report does not generate an invoice related to this Project.**

The Client is responsible to approve this Task Completion Report within 10 business days, or provide a written notification to TriTech detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

13FEB 10:22AM

Please sign, scan and return this document to TriTech via e-mail PDF attachment to Jameson Gartner (jameson.gartner@tritech.com)

## Approvals

Client Project Manager

Print Name:

*Tom Grossman*

Signature:

*[Handwritten Signature]*

Date:

*2/20/18*

TriTech Project Manager

Print Name:

Jameson Gartner

Signature:

*[Handwritten Signature]*

Date:

02/07/2018

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

# Resolution

Number 18-0223

Adopted Date February 20, 2018

AUTHORIZE PAUL KINDELL, DIRECTOR OF TELECOMMUNICATIONS, TO RENEW AND MODIFY ESTABLISHED COMMUNICATION LINKS AND PROCURE ONE ADDITIONAL COMMUNICATION LINK FROM THE STATE OF OHIO SERVICE NOW SYSTEM WITH AGILE NETWORK BUILDERS

WHEREAS, pursuant to resolution 13-0344, adopted February 26, 2013, this Board approved procurement of communication links from State of Ohio TSR (now called Service Now) circuits to support connecting to the State of Ohio Marcs Radio System for required bandwidth; and

WHEREAS, it is time to modify and renew established communication links as well as acquire an additional communication link in support of the Washington Township Tower; and

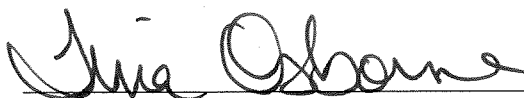
NOW THEREFORE BE IT RESOLVED, to authorize Paul Kindell, Director of Telecommunications, to renew and modify established communication links and procure one additional communication link from the State of Ohio Service Now System with Agile Network Builders.

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Telecom (file)

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

# Resolution

Number 18-0224

Adopted Date February 20, 2018

AUTHORIZE THE BOARD TO ENTER INTO AN AGREEMENT WITH EMERGE IT SOLUTIONS, INC. ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Emerge IT Solutions will provide a block of support hours to assist with public safety infrastructure; and

NOW THEREFORE BE IT RESOLVED, to authorize the Board to enter into an agreement with Emerge IT Solutions, Inc. on behalf of Warren County Telecommunications as attached hereto and made a part hereof.

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emerge IT Solutions, Inc.  
Telecom (file)



## Pre-Paid Block of Hours

Prepared  
for:

Warren County

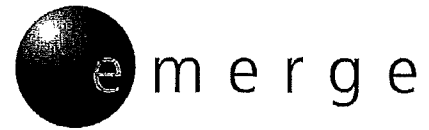
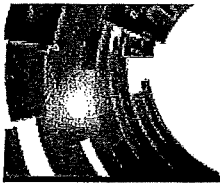
**Monday, February 05, 2018**

Quote # 023070

Opportunity # 23627

Emerge IT Solutions  
1895 Airport Exchange Blvd, Ste 170  
Erlanger, KY 41018

**CONFIDENTIALITY NOTICE:** This document contains information which may be confidential and/or legally privileged. The information contained therein is intended only for the individual or entity named on this document. If you are not the intended recipient you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this document is strictly prohibited and that the documents should be returned to EmERGE immediately. The unauthorized disclosure, use or publication of confidential or privileged information inadvertently transmitted to you may result in criminal and/or civil liability.



Qty	Advanced Services	Price	Ext. Price
40	Block of Hours	\$167.00	\$6,680.00

**Agreement Summary (Senior Engineering):**

Warren County has engaged Emerge IT Solutions to provide a Block of Hours for Emerge Professional Services, to be utilized at the client's discretion until the block has been depleted.

**Pricing Summary:**

- Estimated Service hours are Qty-40 at the rate of \$167.00 per hour.
  - *The Purchase of 40 Hours comes with a 10% Discount from Emerge's Standard \$185.00 per hour for Senior Engineering Support totaling \$167.00 p/h.*
- The Qty-40 Hours of service time associated to this block is an estimation. As service dollars are pulled from the \$6,680.00, the rates may be different based on Business Hours or After Hours support. The actual number of hours available within the block are contingent upon the time service is performed.
  - Normal Business Hours of 8:00AM-5:00PM EST will be pulled from the block at \$167.00 p/h.
  - After hours, defined as after 5:00pm EST on weekdays, and all day on Saturdays will be pulled from the block at \$249.75 per hour (1.5\* The Regular Hourly Rate). After hours time is billed in One (1) Hours minimum, and Thirty (30) minute intervals after the initial hour.
  - Sunday/Holidays (Holidays Defined by National Holiday, or Office Closure in recognition of a Holiday) will be pulled from the block at \$333.00 p/h (2\* The Regular Hourly Rate). Sundays/Holidays time is billed in Two (2) Hours minimum, and in Thirty (30) minute intervals after the initial 2 hours.
- *For Systems Engineering Support (Non Senior), Service will be pulled from the block at \$148.50 per hour, discounted by 10% from the Standard Systems Engineer rate of \$165.00 per hour.*
- This Professional Services Block requires payment to be made by the client to Emerge prior to the Block Agreement's creation or utilization.
- Engineer billing begins at the start of travel and/or the start of service for the requested services, and ends upon completion of work, or upon exit of the customer location.
- Unscheduled, High Priority, Quick Response Support requests will be considered Out of Scope, and will require services to be billed at 1.5\* the clients Out of Scope rate for scheduling. Scheduling is Best Effort per engineer availability, and the potential re-prioritization of current workload.

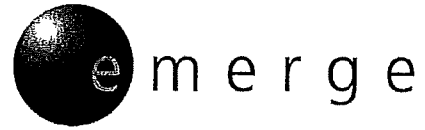
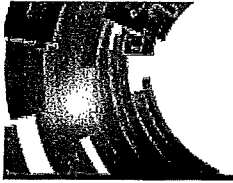
**Roles and Responsibilities:**

- Emerge holds the responsibility to provide professional services for the requested changes based on Best Practice standards, and client requirements.
- Emerge holds the responsibility to provide Design, Planning, & Implementation services for the requested changes based on Best Practice standards, and client requirements.
- Client holds the responsibility for adequate rack space, power, power distribution, appropriate cooling, patch and structured cabling within the environment for services to proceed as expected.
- Client holds the responsibility of providing a single point of contact for the communication of project issues, concerns, and questions.
- Client is responsible for providing a Testing Plan for Post Service Testing. A testing plan should be created, and validated prior to service start. This plan should encompass all functionality needed for business operation.
- Client is responsible for providing an operation knowledgeable resource to be available for post cutover testing during the maintenance windows established in the planning portion of this engagement. This resource should understand the needed functionality of the network and its applications for imperative business functionality and detailed testing.
- Client is responsible for the scheduling and employee communication regarding any needed Maintenance Windows, Outages, Training, or any other client facing communications pertaining to this service.
- Client is responsible for ensuring that Onsite and Remote Access will be available to the end clients environment for this support. The Physical Safety of the Service engineer, and Cooperation of employees and managers at the location to

Cincinnati | Dayton | Louisville

IT Infrastructure | Cloud Computing | Managed Services

Emerge IT Solutions, LLC | 1895 Airport Exchange Blvd Suite 170 | Erlanger, KY | O (859) 746-1030 | F



Qty	Advanced Services	Price	Ext. Price
	<p>allow work to progress as described is also the responsibility of the client.</p> <ul style="list-style-type: none"> <li>Client stakeholders hold the responsibility to be in attendance and responsive as needed for the project to proceed as planned through the duration of this engagement. Extended delays caused by client unavailability, lack of response, or lack of site readiness will be considered Out of Scope of the engagement.</li> <li>Unless currently managed under an EmERGE Managed Service Agreement, the Client is responsible for ensuring Backup and Disaster Recovery Procedures are updated and verified prior to work beginning.</li> </ul> <p><b>Service Assumptions:</b></p> <ul style="list-style-type: none"> <li>A Project Manager is not included in the presented pricing. EmERGE services will be coordinated by the EmERGE Advanced Services team. Escalation should also be directed to the EmERGE Advanced Services coordination team. EmERGE engineering will handle Project Management otherwise, for the duration of this project.</li> <li>Once the client has accepted the final design, All requested changes will be processed through the change management process prior to any changes of the design being made. This could result in Out of Scope Services of the presented pricing.</li> <li>Loss of prescheduled work time caused by construction, outside vendors, or the client will be billed T&amp;M Directly to the client as Out of Scope, and will be billed separately.</li> <li>This Quote/Scope of Work is hereby authorized as the governing document detailing the services to be performed by EmERGE IT Solutions, Inc. for the Customer, and is accepted as such by the Customer. Any work not detailed in the above documentation is subject to authorization by EmERGE and Customer through written confirmation, including all Out of Scope services.</li> </ul>		
<b>Subtotal</b>			<b>\$6,680.00</b>

## Contacting EmERGE

### Help Desk Phone:

- Contact EmERGE @ 859-746-1030
- **BUSINESS HOURS (8am-5pm)** - For IT Service hit Option3, then Option1. Caller is routed to the Help Desk.
- **AFTERHOURS SUPPORT (5pm-8am)** - For IT Service hit Options3, Option1, and Option2, to speak to a Dispatch Manager. After Hours Rates Could apply based on your Service Contract.
- A service ticket is created, and an Engineer is assigned. The Service Engineer will then contact the customer for troubleshooting, or to schedule an ETA to come onsite for service if needed.
- For any needed updates, questions, or concerns during business hours, our customers can contact the EmERGE Help Desk through the above steps. A Help Desk Representative will be happy to provide an update for you, or request an update from the assigned technician.

**Please Note: If this is a Priority 1 Situation, calling the Help Desk @ 859-746-1030 will result in the Quickest Response.**

### Help Desk Email: Not for Afterhours/Emergency Support

For service requests that do not require an immediate response, an email can be sent to [HELPDESK@EMERGEITS.COM](mailto:HELPDESK@EMERGEITS.COM). Provide your Name, Contact Number, the Company you are with, and the Issue you are having. A service request is generated from this email, and will be dispatched to a Service Engineer. The engineer will contact the customer to begin resolving the issue.

### Escalations

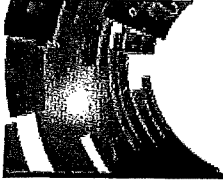
Should the customer have any questions, comments, concerns, or support escalation needs, please reach out to the EmERGE Service Management team for immediate assistance.

- Chris Schmidt: Services Coordination Lead @ 859-746-1030 Ext: 3117

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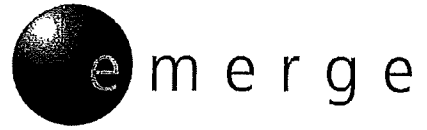
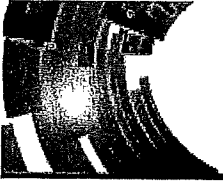
- 
- Scott Coleman: Lead Project Manager @ 859-746-1030 Ext: 3140
  - Clif Cooper: Systems Engineer Manager @ 859-746-1030 Ext: 3131

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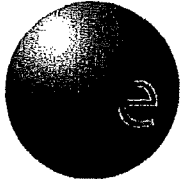
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# Pre-Paid Block of Hours



Prepared by:  
**Emerge IT Solutions, LLC**  
 Taylor Adams  
 859.538.3126  
 tadams@emergeits.com

Prepared for:  
**Warren County**  
 500 Justice  
 Lebanon, OH 45036  
 Gary Estes  
 (513) 695-1320  
 Gary.Estes@wcoh.net

Quote Information:  
**Quote #: 023070**  
 Version: 1  
 Delivery Date: 02/05/2018  
 Expiration Date: 04/21/2018

Quote Summary		Amount
Advanced Services		\$6,680.00
Total		\$6,680.00

Payment Options	Payments	Interval	Amount
Recurring Revenue with Tax			
One Time Charge with Tax			
1% 10, Net30	1	One-Time	\$6,680.00

All Invoices Outstanding Beyond 30 Days Will Be Charged A Finance Charge of 1% Each Month Past Due  
 Returned Items Subject to Restocking Fee

Warren County



Signature: \_\_\_\_\_

Name: \_\_\_\_\_

~~Gary Estes~~ Tom Grossmann

Title: \_\_\_\_\_

President

Date: \_\_\_\_\_

2/12/18

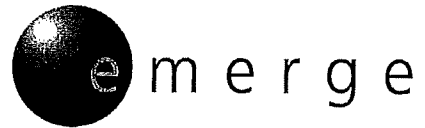
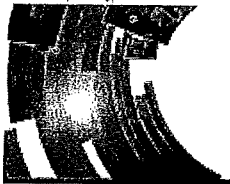
**APPROVED AS TO FORM**

**Kathryn M. Horvath**  
 Asst. Prosecuting Attorney

Cincinnati | Dayton | Louisville

IT Infrastructure | Cloud Computing | Managed Services

Emerge IT Solutions, LLC | 1895 Airport Exchange Blvd Suite 170 | Erlanger, KY | O (859) 746-1030 | F



## SOW Terms and Conditions

### Terms and Conditions:

- Term - This contract will remain in effect until the Scope Completion signature page has been signed by both parties.
- Expenses - Travel expenses will not be incurred pending the work performed is within fifty miles of Emerge headquarters located in Erlanger, KY. Any travel expenses incurred outside of this will be communicated and agreed upon by the customer prior to travel
- Authorization - This Quote/Scope of Work is hereby authorized as the governing document detailing the services to be performed by Emerge IT Solutions, Inc. for the Customer, and is accepted as such by the Customer. Any work not detailed in the above documentation is subject to authorization by Emerge and Customer through written confirmation.
- Taxes - All maintenance charges are exclusive of applicable federal, state, or local taxes, other than income or other similar taxes attributed to Emerge. Customer shall pay any such taxes applicable taxes under Ohio law and Emerge may add such taxes to any invoices submitted to Customer.
- Excused Performance - Neither party shall be deemed to be in default of any provision hereof or be liable for any delay, failure in performance, or interruption of service resulting from acts of God, civil or military catastrophes, inability to obtain materials or parts from suppliers due to parts being discontinued, or any other force beyond its reasonable control.
- Limitation of Liability - Either party shall not be liable for special, incidental, or consequential damages in connection with support or service provided including but not limited to loss of profits or revenue, loss of use of equipment, costs of substitute equipment, or other down-time costs. In addition, liability with respect to property damages or injury (including death) to persons arising out of or connected with support performed under this agreement, is limited strictly to that imposed by law, and there is no contract imposing any greater liability of either party.
- Recruiting of Employees - Customer agrees not to recruit any Emerge employees, without contacting Emerge first, that are engaged under the terms of this agreement for a period of one (1) year following the expiration of this contract, except that this provision should not prevent employees or Customers without actual knowledge of this agreement from hiring Emerge employees at any time. Customer will notify Emerge management if Emerge employee approaches Customer seeking employment with Customer.

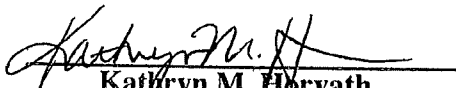
Should Customer wish to recruit any Emerge employees, Customer will notify Emerge in writing 10 days before approaching Emerge employee. Should Customer wish to hire any Emerge employees, a fee of \$75,000 will be paid to Emerge.

- Modification or Amendment - No modification or amendment of this agreement will be binding on either party unless in writing and signed by an authorized representative or officer of each party.
- Jurisdiction - The laws of the State of Ohio shall govern this agreement.
- General - The failure or delay by either party to enforce any provision of this Agreement shall not operate as a waiver of the right to enforce such provision or any other provision of this Agreement. No waiver of any provision of this Agreement shall act as a subsequent waiver of such provision, nor as a waiver of any other provision of this agreement.

Any notice required or permitted here under, except a request for service by the Customer, shall be writing and delivered either by hand delivery or sent by certified mail, return receipt requested and postage prepaid, to the receiving party at the address set forth on the front page of this Agreement or at such address as designated in writing by such party to the other.

- Entire Agreement - This agreement contains the entire agreement of Emerge IT Solutions, Inc. and the Customer. No representations, inducements, promises, negotiations, or agreements, oral or otherwise, not contained herein shall be of any force or effect.

### APPROVED AS TO FORM

  
**Kathryn M. Horvath**  
Asst. Prosecuting Attorney

Cincinnati | Dayton | Louisville

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

# Resolution

Number 18-0225

Adopted Date February 20, 2018

ENTER INTO AGREEMENT WITH VERTIV SERVICES, INC. ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR BATTERY REPLACEMENT FOR THE PUBLIC SAFETY NETWORK UNINTERRUPTABLE POWER SUPPLY


BE IT RESOLVED, to approve an agreement with Vertiv Services, Inc. on behalf of Warren County Telecommunications; 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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Vertiv Services Inc.  
Telecom (file)



# Proposal for Service

Vertiv Services, Inc.

Jan 30, 2018  
Kristy Oeder  
Warren County Telecom  
500 Justice Dr  
Lebanon, OH 45036



Jan 30, 2018  
Kristy Oeder  
Warren County Telecom  
500 Justice Dr  
Lebanon, OH 45036

**Dear Kristy**

Thank you for your interest in Vertiv Services, Inc.. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your critical infrastructure increases, Vertiv is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your purchase order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at (502) 267-4696. I look forward to your response and the opportunity to work together to improve your critical infrastructure investment.

Sincerely,

MATTHEW NAIL

11513 Goldcoast Dr  
Cincinnati, OH 45249

**PHONE:** (513) 489-1100  
**FAX:** (513) 387-2333  
**EMAIL:** mnail@climateconditioning.com

**Proposal Q02754824-01**



Q02754824-01

We are pleased to submit the following proposal for replacement of your batteries for your consideration. Please refer to the Scope of Work for specific coverage information. Below is a summary of the services included in this quote.

Site ID: 137594, Warren County Telecom, 500 Justice Dr, Lebanon, OH 45036

Line Item

Tag # 1643956 24 x ENERSYS HX400
- New Battery Verification Service -- 1 Strings
Freight
Subtotal

Select One Option:

- Normal Hours (M-F 8am to 5pm)
- After Hours (M-F 5pm to 8am, and/or all day Saturday)
- Sunday/Holiday

Total
\$7,522.70
\$7,883.73
\$8,476.99

(NOT including tax: any tax required must be included in customer purchase order amount)  
**Payment Terms: Net 30 Days**

**Progress billing:** For all projects involving battery replacement, progress payments will apply. Invoices will be issued per the following project milestones:

Milestone

- Shipment of batteries
- Completion of Installation and testing

Payment Due

- Total amount for batteries and freight
- Balance of project price

#### **Site specific Requirements for Full String Replacement for VRLA Batteries**

1. Standard dock delivery that accommodates a standard size semi-truck with an onsite forklift or pallet jack(at least 4,000 lb capacity)
2. Inside staging area large enough for the batteries being installed and removed.
3. Inside, staging area must be within 50' of the dock area.
4. Battery room/cabinets must be within 200' of the staging area.
5. Doorways at least 34" in width.
6. Elevators within easy access and be rated for at least 4,000 lbs.
7. In the event that the customer needs a service or has a site requirement that falls outside of the Basic Installation Services or Basic Site Requirements, Liebert Services will provide the customer with an additional quote for said Special Installation Services or in response to said Special Site Requirements, and if agreed to by the customer, the customer shall be separately invoiced the additional amounts set forth in the quote. Please notify your salesperson if you require Special Installation Services or have any other Special Site Requirements for which there will be an additional charge.
8. Special Installation Services and Special Site Requirements for which there will be additional costs and charges include, but are not limited to:
  1. Inside delivery
  2. Ground Delivery
  3. Floor Protection
  4. Floor Loading Limitations
  5. Delivery Path Includes Stairways, Ramps or Other Obstructions
  6. Use of Cranes
  7. Exclusive labor requirements installations
9. If Alber battery monitoring is present, access to the Central computer must be provided at the time of the battery installation for commissioning and developing of the new database. If access is not provided at the time of installation and a return trip is required to commission the Alber Monitor, there will be additional charges applied.

**Note1: If the Alber monitor is not commissioned at the time of the battery installation there could be nuisance alarms generated, until the system is properly commissioned.**

## SCOPE OF WORK

### SEALED VRLA BATTERIES (10 YEAR DESIGN LIFE)

### BATTERY VERIFICATION SERVICE

#### SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 2 site visits on new installations or prior to a load bank test. Scheduled by the customer at the customers convenience (excluding national holidays).
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.
IEEE	Ensures battery installation meets manufacturer and IEEE requirements.
Freshening Charge	For new installations, Vertiv Services will perform the initial freshening charge on the batteries. Water additions for VLA (if applicable), will be addressed as needed after the equalize/freshening charge has been completed.

#### SERVICE PERFORMED

##### Battery Verification Service

###### *First trip:*

1. Inspect the appearance and cleanliness of the battery and the battery room area. Record any findings
2. Visually inspect the jars and covers for cracks and leakage. Record any findings
3. Visually inspect the racks or cabinets for any deficiencies. Record any findings.
4. Confirm that ventilation is provided.
5. Visually inspect for evidence of corrosion at terminals and connectors ensuring that the connections meet manufacturer's requirements.
6. Tighten all battery connections to the battery manufacturer's specifications and record the value utilized.
7. Ensure connections are properly prepped per the manufacturers IOM.
8. Measure and record the total string voltage.
9. Measure and record the float voltage of all cells.
10. Measure and record the ambient temperature.
11. Measure and record the jar temperature.
12. Place battery online.
13. Verify and record the battery float voltage.
14. Measure and record the AC ripple voltage.
15. Measure and record the AC ripple current.
16. Follow Note 2, below.

###### *Second Trip:*

1. Measure and record the ambient temperature.





2. Measure and record cell temperatures.
3. Measure and record the total battery float voltage and charging current. Verify proper float voltage is applied per the manufacturer.
4. Measure and record the float voltage of each jar/cell.
5. Measure and record the AC ripple voltage.
6. Measure and record the AC ripple current.
7. Measure and record the internal ohmic value of each jar.
8. Provide a detailed written report noting any deficiencies and corrective action taken and/or required.

## **ASSUMPTIONS AND CLARIFICATIONS**

Does not include parts or return corrective visits.

## **CUSTOMER RESPONSIBILITIES**

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

## **TERMS AND CONDITIONS**

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

## SCOPE OF WORK

### STATIONARY BATTERY SYSTEMS

### VRLA (SEALED) BATTERY

### FULL STRING REPLACEMENT

### SERVICE SUMMARY

Feature	Detail
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.
Battery Recycling	Includes battery recycling as required, with documentation meeting EPA requirements.
Alber Commissioning	Includes commissioning of Alber battery monitoring hardware, if battery monitoring is present.

### SERVICE PERFORMED

1. Ensure the battery system is disconnected from UPS and battery system is safe to be worked with.
2. Verify the integrity of the battery rack/cabinet.
3. Remove all modules.
4. Measure and record all open circuit voltages for all units to ensure they can be placed in the string(s) and online.
5. Replace with new units in the exact same orientation as the old units.
6. Replace hardware if supplied with the new batteries. If not supplied, inspect, clean and neutralize the existing cables and clean the racks/trays from any possible leaking batteries.
7. Clean any corrosion from cables if re-using existing cables and clean the racks/trays from any possible leaking batteries.
8. Add a thin coat of anti-corrosion inhibitor to the face of the connector and to the contact surface of the battery terminal or as directed by the battery manufacturer.
9. Install tab washers for battery monitoring senses leads.
10. Torque all connections to the specific "inch pound" requirement specified by the manufacturer of the battery.
11. Ensure all battery monitoring wires are connected properly, if battery monitoring is present.
12. Verify that no ground faults exist prior to energizing the battery.
13. Return the battery system to normal float per the manufacturer's guidelines.
14. Measure and record the total battery float voltage (at the battery).
15. Measure and record charging current.
16. Measure and record the overall AC ripple voltage.
17. Measure and record the overall AC ripple current.
18. Measure and record the ambient temperature.
19. Measure and record 100% of the jar temperatures.
20. Measure and record the float voltage of all jars.



21. Commission the Alber monitor (if present) following the standard commissioning procedures.
22. Provide the battery the proper Freshening charge per the manufacturer's guidelines.
23. Clean the site of any foreign materials left behind.
24. Prepare batteries for recycling and transportation (wrap the batteries with plastic wrap to secure them to the pallets)

#### **Site specific Requirements for Full String Replacement for VRLA Batteries**

1. Standard dock delivery that accommodates a standard size semi-truck with an onsite forklift or pallet jack (at least 4,000 lb capacity)
2. Inside staging area large enough for the batteries being installed and removed.
3. Inside, staging area must be within 50' of the dock area.
4. Battery room/cabinets must be within 200' of the staging area.
5. Doorways at least 34" in width.
6. Elevators within easy access and be rated for at least 4,000 lbs.
7. In the event that the customer needs a service or has a site requirement that falls outside of the Basic Installation Services or Basic Site Requirements, Vertiv Services will provide the customer with an additional quote for said Special Installation Services or in response to said Special Site Requirements, and if agreed to by the customer, the customer shall be separately invoiced the additional amounts set forth in the quote. Please notify your salesperson if you require Special Installation Services or have any other Special Site Requirements for which there will be an additional charge.
8. Special Installation Services and Special Site Requirements for which there will be additional costs and charges include, but are not limited to:
  1. Inside delivery
  2. Ground Delivery
  3. Floor Protection
  4. Floor Loading Limitations
  5. Delivery Path Includes Stairways, Ramps or Other Obstructions
  6. Use of Cranes
  7. Exclusive labor requirements Installations
9. If Alber battery monitoring is present, access to the Central computer must be provided at the time of the battery installation for commissioning and developing of the new database. If access is not provided at the time of installation and a return trip is required to commission the Alber Monitor, there will be additional charges applied.

#### **ASSUMPTIONS AND CLARIFICATIONS**

If the Alber monitor is not commissioned at the time of the battery installation there could be nuisance alarms generated, until the system is properly commissioned. The data from an un-commissioned Alber Monitor cannot be used for warranty purposes.

#### **CUSTOMER RESPONSIBILITIES**

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.



- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

## **TERMS AND CONDITIONS**

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.



Proposal Number: Q02754824

Purchase order must be assigned to:  
Vertiv Services, Inc.  
610 Executive Campus Dr  
Westerville OH 43082

Payment remittance address:  
Vertiv Services, Inc.  
PO Box 70474  
Chicago, IL 60673

FID# 43-1798453

PO should be e-mailed or faxed with signed proposal to:  
Vertiv Services, Inc. c/o MATTHEW NAIL  
Attn: MATTHEW NAIL  
Email: mmail@climateconditioning.com  
Fax: (502) 287-5677

Please complete the following information (All fields are required):

Purchase Order Number: \_\_\_\_\_ Purchase Order attached:  Yes  No

If PO **NOT** attached, please specify reason: \_\_\_\_\_

Invoice Delivery Method:  Web Billing (Attach Instructions)  Mail  Other \_\_\_\_\_  
 Accounts Payable Email \_\_\_\_\_ @ \_\_\_\_\_

Billing Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Fax #: \_\_\_\_\_

Bill-To Company Name: \_\_\_\_\_ Bill-To Address: \_\_\_\_\_

Federal Tax ID # \_\_\_\_\_ Bill-To City, ST Zip: \_\_\_\_\_

Tax Exempt:  Yes (Attach tax exempt certificate)  No

Site Services/IT Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

**\*\* COVERAGE DETAILS \*\***

For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty(30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 30 days from the date of this Proposal unless otherwise noted. INFORMATION TO BUYER: This order between the Buyer and Seller is limited to Seller's Terms and Conditions located at termsconditions.vertivco.com unless a formal agreement governing this Purchase Order/transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by Seller and/or issued by Buyer.

Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below.

Thank you for your business.

Proposed By:

*Matthew Nail* 2-6-2018  
MATTHEW NAIL Date

Accepted By:

*Tom Grossman* 2/20/18  
Buyer Signature Required Date

*Tom Grossman* President  
Printed Name Title Phone

Approved  
Subject to the attached negotiated  
terms and conditions dated July 11, 2017.  
Vertiv Services, Inc.  
Edward Gary Seigerst, Senior Contract Administrator  
February 2, 2018  
*Edward Gary Seigerst*

**APPROVED AS TO FORM**

*Kathryn M. Horvath*  
Kathryn M. Horvath  
Asst. Prosecuting Attorney

## SERVICES TERMS AND CONDITIONS

Vertiv Services, Inc. (f/k/a Emerson Network Power, Liebert Services, Inc.) is herein referred to as the "Seller" and the customer or person or entity purchasing services ("Services") and parts required for Services ("Parts") from Seller is referred to as the "Buyer." These Services Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope of work, or invoice from Seller relevant to the provision of Services and all documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of this agreement ("Agreement") governing the sale of Services and Parts by Seller to Buyer. Any discrepancies between the terms of the above referenced documents shall be resolved by Seller. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of the terms of this Agreement, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Services and Parts will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Services shall remain in effect for thirty (30) days after the date of Seller's quotation. Seller's scope of work or acknowledgment of Buyer's order for the Services, whichever occurs first, provided an unconditional authorization from Buyer for the performance of the Services is received and accepted by Seller within such time period. If authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Services. All prices are exclusive of taxes, which are to be borne by Buyer. Unless otherwise specified by Seller, Parts will be furnished at Seller's then prevailing prices.

2. **TAXES:** Any current or future tax or governmental charge (or increase in same) affecting Seller's costs of Services or costs of production, sale, delivery or shipment of Parts, or which Seller is otherwise required to pay or collect in connection with the provision of Services and Parts, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. **TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms of payment are net 30 days from date of Seller's invoice. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this Agreement and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. All purchases paid by credit card shall be charged a 2.0% usage surcharge of the invoice total, for fees paid by Seller to accept credit card transactions.

4. **SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the performance dates acknowledged or quoted by Seller, all performance dates are approximate and not guaranteed. Seller, at its option, shall not be bound to tender delivery of any Parts for which Buyer has not provided shipping instructions and other required information. Unless otherwise specified by Seller, for sales of Parts in which the end destination of the Parts is outside of the United States, risk of loss and legal title to the Parts shall transfer to Buyer immediately after the Parts have passed beyond the territorial limits of the United States. For all other shipments, risk of loss and legal title shall pass from Seller to Buyer upon delivery to and receipt by carrier at Seller's shipping point. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) when delivered by the individual providing the Services, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Any claims for shortages or damages suffered in transit are the responsibility of Buyer

and shall be submitted by Buyer directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller warrants that it will perform the Services as described in this Agreement and will exercise all reasonable skill, care and due diligence in the performance of the Services and shall perform the Services in accordance with professional practice. Seller warrants that all Services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of Services. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of Parts. EXCEPT AS SPECIFIED ABOVE, PARTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTIES SET FORTH IN THIS SECTION 5 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE SERVICES AND PARTS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE.

This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller that is used in (i) the selection of the Services and/or Parts and (ii) the preparation of Seller's quotation and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void.

Excluding Seller's negligence, Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Services or Parts, either alone or in combination with other parts.

6. **LIMITATION OF REMEDY AND LIABILITY:** THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO, AT SELLER'S SOLE OPTION, EITHER CORRECT PERFORMANCE FOR THAT PORTION OF THE SERVICES FOUND BY SELLER TO BE DEFECTIVE OR REFUND OF THE PRICE PAID FOR SERVICES.

SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. EXCLUDING SELLER'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND THIRD PARTY INDEMNIFICATION OBLIGATIONS, IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC SERVICES OR PARTS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.

It is expressly understood that any technical advice furnished by Seller with respect to the use of the Parts and/or Services is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. **INSURANCE:** Seller shall maintain the following insurance or self-insurance coverage: **Worker's Compensation** in accordance with the statutory requirements of the state in which the work is performed. **Employer's Liability** with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. **Commercial General Liability (CGL)** for bodily injury and property damage with a limit of \$2,000,000 per occurrence and aggregate. CGL includes Contractual Liability. CGL does not include Products and Completed Operations coverage, which is self-insured. **Automobile Liability** insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements.

Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

8. **EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God; war; epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances; acts or omissions of Buyer, including, without limitation, those specified in Section 19; or any events or causes beyond Seller's reasonable control. Performance of Services and deliveries of Parts may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Services or Parts or to obtain material used directly or indirectly in the manufacture of the Parts is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may delay performance of Services or allocate its available supply of the Parts among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

9. **CANCELLATION:** Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

10. **CHANGES:** Buyer may request changes or additions to the Services. In the event such changes or additions are accepted by Seller, Seller may revise the price and performance dates. Seller reserves the right to change designs and specifications for the Parts without prior notice to Buyer, except with respect to Parts being made-

to-order for Buyer. Seller shall have no obligation to install or make such change in any Parts manufactured prior to the date of such change.

11. **NUCLEAR/MEDICAL:** SERVICES AND PARTS SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Services and Parts with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users.

12. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment or delegation, without such consent, shall be void.

13. **INSPECTION:** Buyer shall have ten (10) days from the date of completion of each portion of the Services to inspect the Services, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Services are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Services.

14. **BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates for any of the following upon written agreement between the parties: a) any Services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any Services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller Service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if Service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

15. **DRAWINGS:** Seller's documentation, prints, and drawings ("Documents") (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Notwithstanding the foregoing, Buyer may use the Documents in connection with the Services and Parts.

16. **EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States, and the jurisdictions in which the Seller and Buyer are established or from which Services and Parts may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, or export Parts in violation of such applicable laws, regulations, orders or requirements.

17. **NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Services are

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

# Resolution

Number 18-0226

Adopted Date February 20, 2018

AUTHORIZE COUNTY ENGINEER TO FUND WARREN COUNTY'S PORTION (EASTERN HALF) OF THE PAVEMENT RESURFACING OF BUTLER-WARREN COUNTY LINE ROAD BETWEEN US 42 AND FIELDSTONE PLACE/TAFFY DRIVE, BEING 0.6 MILES IN LENGTH, IN AN AMOUNT NOT TO EXCEED \$50,000.00 THROUGH A JOINT PROJECT WITH WEST CHESTER TOWNSHIP, BUTLER COUNTY (WESTERN HALF) THROUGH THE BUTLER COUNTY ENGINEER'S 2018 PAVING PROGRAM AND APPROVE A FUTURE PURCHASE ORDER IN THE SAME AMOUNT

WHEREAS, the Butler-Warren County Line Road joint maintenance agreement was approved jointly by this Board and the Butler County Board of Commissioners on October 1, 1991; and

WHEREAS, the said joint maintenance agreement provides for completing capital improvements, such as pavement resurfacing, by splitting the cost equally between Warren County and Butler County; and

WHEREAS, Butler-Warren County Line Road is classified as a County Road in Warren County and a Township Road in Butler County; and

WHEREAS, the condition of Butler-Warren County Line Road between US 42 and Fieldstone Place/Taffy Drive is deteriorating, which makes it necessary for the County Engineer and West Chester Township, Butler County, to complete a joint improvement project by resurfacing the pavement through the Butler County Engineer's 2018 Paving Program;

NOW THEREFORE BE IT RESOLVED, to authorize County Engineer to fund Warren County's portion (eastern half) of the pavement resurfacing of Butler-Warren County Line Road between US 42 and Fieldstone Place/Taffy Drive, being 0.6 miles in length, in an amount not to exceed \$50,000.00 through a joint project with West Chester Township, Butler County (western half) through the Butler County Engineer's 2018 Paving Program, final cost and contractor to be determined in the future at the time of contract award by Butler County; and

BE IT FURTHER RESOLVED, to approve a future purchase order in an amount not to exceed \$50,000.00 made payable to the contractor that is awarded the project by Butler County through their project bidding process.

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Butler County Engineer  
Engineer (file)  
Project file



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

# Resolution

Number 18-0227

Adopted Date February 20, 2018

ENTER INTO A CONSULTING SERVICES CONTRACT FOR TRAFFIC ENGINEERING SERVICES WITH AMERICAN STRUCTUREPOINT, INC. ON BEHALF OF THE WARREN COUNTY ENGINEER

BE IT RESOLVED, to enter into a Traffic Engineering Services contract with American Structurepoint, Inc., 4700 Ashwood Drive, Suite 145, Cincinnati, OH 45241 for the Columbia Road at Mason Morrow Millgrove Road Intersection Evaluation, as attached hereto and made a part hereof.

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – American Structurepoint, Inc.  
Engineer (file)

**CONSULTING SERVICES CONTRACT FOR  
TRAFFIC ENGINEERING SERVICES  
COLUMBIA ROAD AT MASON-MORROW-MILLGROVE ROAD  
INTERSECTION (EAST) EVALUATION**

THIS IS AN AGREEMENT made as of the date stated below, between The Warren County Board of County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as the "OWNER," on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and American Structurepoint, Inc., 4700 Ashwood Drive, Suite 145, Cincinnati, OH 45241, a Corporation organized, duly licensed and existing under the laws of the State of Indiana for the practice of engineering, hereinafter referred to as the "ENGINEER."

COUNTY ENGINEER intends to study the operation of the Columbia Road at Mason-Morrow-Milgrove (East) Intersection, hereinafter referred to as the PROJECT. In order to proceed with the PROJECT, Traffic Engineering Services must be completed, which are part of services to be provided by ENGINEER.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional Traffic Engineering Services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional Traffic Engineering Services for COUNTY ENGINEER in all phases of the Project to which this Agreement applies, serve as COUNTY ENGINEER'S professional Traffic Engineering representative for the Project as set forth below and shall give professional Traffic Engineering consultation and advice to COUNTY ENGINEER during the performance of services hereunder.

**SECTION 1 - BASIC SERVICES OF ENGINEER**

- 1.1 ENGINEER shall perform professional services as hereinafter stated, which include customary civil and traffic engineering services incidental thereto.
- 1.2 ENGINEER shall perform tasks for the PROJECT in accordance with the scope of services attached and made a part of this contract and identified as Exhibit 1, hereinafter referred to as "Basic Services".
- 1.3 ENGINEER shall furnish to the COUNTY ENGINEER one copy of all electronic files regarding the PROJECT on a compact disk.

**SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT**

- 2.1 If authorized in writing by OWNER and COUNTY ENGINEER, ENGINEER shall furnish or obtain from others Additional Services, which are not considered normal or customary Basic Services. Such services are set forth in Exhibit 1, and identified as "if authorized" services.

**SECTION 3 - COUNTY ENGINEER'S RESPONSIBILITIES**

COUNTY ENGINEER shall:

- 3.1 Provide all criteria and full information as to COUNTY ENGINEER'S requirements for the Project.
- 3.2 Assist ENGINEER by placing at his disposal all available information pertinent to the Project.
- 3.3 Furnish ENGINEER, as required for performance of ENGINEER'S Basic Services, data prepared by or services of others, including without limitation laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions, all of which ENGINEER may rely upon in performing his/her services.
- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his/her services.
- 3.5 Give prompt written notice to ENGINEER whenever COUNTY ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of the ENGINEER.
- 3.6 Furnish, or direct ENGINEER to provide, upon approval of OWNER, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.7 Bear all costs incidental to compliance with the requirements of this Section 3.

#### **SECTION 4 - PERIOD OF SERVICE**

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER'S obligation to render services hereunder will extend for the period of time that may reasonably be required for the Traffic Engineering Services of the PROJECT, including extra work and required extensions thereto.

#### **SECTION 5 - PAYMENTS TO ENGINEER**

##### **5.1 Methods of Payment for Services and Expenses of ENGINEER**

- 5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:
  - 5.1.1.1 The ENGINEER agrees to provide the Basic Services set forth in Section 1 hereof to the COUNTY ENGINEER for the PROJECT, for a **lump sum fee of \$ 8,800.00**

##### **5.2 Times of Payments**

- 5.2.1 ENGINEER shall submit monthly progress reports for Basic and Additional Services rendered. The progress reports will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. No payment will be processed without a monthly progress report. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.

### **5.3 Other Provisions Concerning Payments**

- 5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty (60) days after receipt of ENGINEER'S statement therefore, the amounts due ENGINEER shall include a charge at the rate of one percent (1%) per month from said 60th day, and in addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due for services and expenses.
- 5.3.2 Records of ENGINEER'S Salary Costs pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER and COUNTY ENGINEER upon request prior to final payment for ENGINEER'S services.

### **5.4 Definitions**

- 5.4.1 The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the PROJECT, including, but not limited to the following; engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, all other technical personnel, stenographers, typists and clerks; plus the cost of unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

## **SECTION 6 - GENERAL CONSIDERATIONS**

### **6.1 Termination**

The obligation to provide services under this Agreement may be terminated by either party upon thirty (30) days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this agreement is terminated, ENGINEER shall be paid for services performed to the termination date.

### **6.2 Reuse of Documents**

All documents including reports and maps prepared by Engineer pursuant to this Agreement are instruments of service as part of the PROJECT. They are not intended or represented to be suitable for reuse by COUNTY ENGINEER or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER or COUNTY ENGINEER'S risk and without liability or legal exposure to ENGINEER. Any verification or adaptation requested by OWNER or COUNTY ENGINEER to be performed by ENGINEER will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER, COUNTY ENGINEER and ENGINEER.

### **6.3 Controlling Law and Venue**

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall be Warren County, Ohio.

#### **6.4 Successors and Assigns**

- 6.4.1 OWNER, COUNTY ENGINEER and ENGINEER each bind himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations of this Agreement.
- 6.4.2 Neither OWNER nor ENGINEER nor COUNTY ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. 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 contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.
- 6.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER, COUNTY ENGINEER and ENGINEER.

#### **6.5 Modification or Amendment**

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

#### **6.6 Construction**

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

#### **6.7 Waiver**

No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

#### **6.8 Relationship of Parties**

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Contract.

#### **6.9 Parties**

Whenever the terms "OWNER", "COUNTY ENGINEER" AND "ENGINEER" are used herein, these terms shall include without exception the employees, agents, successors, assigns and/or authorized representatives of OWNER, COUNTY ENGINEER and ENGINEER.

## 6.10 Headings

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.

## 6.11 Notices

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

TO: Warren County Commissioners	Warren County Engineer's Office
Attn. Tiffany Zindel, County Administrator	Attn. Neil F. Tunison, County Engineer
406 Justice Drive	210 W Main Street
Lebanon, Ohio 45036	Lebanon, Ohio 45036
Ph. 513-695-1250	Ph. 513-695-3309

American Structurepoint, Inc.  
Attn: Walid Gemayel, P.E.  
4700 Ashwood Drive, Suite 145  
Cincinnati, OH 45241  
Ph. 513-407-8317

## 6.12 Insurance

ENGINEER shall carry comprehensive general and professional liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Contract. ENGINEER 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 contract is terminated, ENGINEER 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 Contract. ENGINEER shall provide COUNTY ENGINEER with a certificate of insurance evidencing such coverage, which further requires and provides for thirty (30) days written notice of cancellation or non-renewal to COUNTY ENGINEER. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

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

## **SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES**

**The following Exhibits are attached to and made a part of this Agreement:**

Exhibit 1

## **SECTION 8 – ENTIRE AGREEMENT**

This Agreement (consisting of pages 1 to 7, inclusive), together with the Exhibit and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibit and

schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by all parties.

**SECTION 9 – INDEMNIFICATION**

ENGINEER will defend, indemnify, protect, and save OWNER and COUNTY ENGINEER from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by ENGINEER, its agents, employees, licensees, contractors, or subcontractors pursuant to the performance of services under this agreement; (b) the failure of ENGINEER, 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 ENGINEER, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

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**SECTION 10 – EXECUTION**

**ENGINEER :**

**IN EXECUTION WHEREOF**, American Structurepoint, Inc., an Indiana corporation for profit, has caused this Agreement to be executed on the date stated below by Walid Gemayel, whose title is Senior Vice President, pursuant to a corporate Resolution authorizing such act.

SIGNATURE: Walid Gemayel  
PRINTED NAME: WALID GEMAYEL  
TITLE: Senior Vice President  
DATE: 1-4-2018

**OWNER:**

**IN EXECUTION WHEREOF**, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed on the date stated below by Tom Grossmann, its President, pursuant to Resolution No. 18-0227 dated 2/20/18.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: Tom Grossmann  
PRINTED NAME: Tom Grossmann  
TITLE: President  
DATE: 2/20/18

RECOMMENDED BY:

**NEIL F. TUNISON, P.E., P.S.  
WARREN COUNTY ENGINEER**

By: Neil F. Tunison  
Neil F. Tunison, P.E., P.S.

APPROVED AS TO FORM:

**DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO**

By: David P. Fornshell  
Assistant Prosecuting Attorney



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

# Resolution

Number 18-0228

Adopted Date February 20, 2018

ENTER INTO A COOPERATIVE AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, OHIO FOR THE DESIGN OF IMPROVEMENTS TO FIELDS ERTEL ROAD AND BUTLER WARREN ROAD INTERSECTION ON BEHALF OF THE WARREN COUNTY ENGINEER

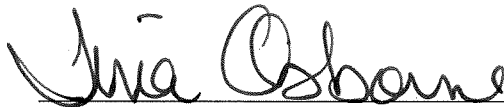
BE IT RESOLVED, to approve a cooperative agreement between Warren County and Hamilton County for the Design of Improvements to Fields Ertel Road and Butler Warren Road Intersection Project No. 501708, as attached hereto and made a part hereof.

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Hamilton County  
Hamilton County Engineer  
Engineer (file)

**JOINT AGREEMENT BETWEEN HAMILTON COUNTY  
AND WARREN COUNTY FOR THE DESIGN OF IMPROVEMENTS TO THE  
FIELDS ERTEL ROAD AND BUTLER WARREN ROAD INTERSECTION**

**PROJECT No. 501708**

This JOINT AGREEMENT is made and entered into, by and between the Board of County Commissioners of Hamilton County, Ohio, hereinafter referred to as "HAMILTON COUNTY", on behalf of the Hamilton County Engineer, hereinafter referred to as the "HAMILTON COUNTY ENGINEER", and the Board of County Commissioners of Warren County, Ohio, hereinafter referred to as "WARREN COUNTY", on behalf of the Warren County Engineer, hereinafter referred to as the "WARREN COUNTY ENGINEER".

HAMILTON COUNTY and WARREN COUNTY desire to improve the Fields Ertel Road and Butler Warren Road intersection, hereinafter referred to as the "PROJECT".

HAMILTON COUNTY and WARREN COUNTY acknowledge that:

- 1) the PROJECT is required for, and conducive to, the orderly and efficient flow of traffic through the area.
- 2) the public will benefit by creating a joint project to complete the design of the PROJECT.
- 3) the PROJECT is within the dedicated road right-of-way(s) under the jurisdiction of Hamilton County and the jurisdiction of Warren County.
- 4) the PROJECT is of mutual benefit to both jurisdictions.

HAMILTON COUNTY and/or the HAMILTON COUNTY ENGINEER will:

- 5) with the participation of WARREN COUNTY, prepare a Scope of Service and a Public Announcement of the Request for Statements of Qualifications from Professional Design firms for the PROJECT.
- 6) with the participation of WARREN COUNTY, select a CONSULTANT to complete the necessary design work for the PROJECT through the qualifications-based process in accordance with the applicable sections of the Ohio Revised Code (ORC).
- 7) with the participation of WARREN COUNTY, negotiate a fee with the CONSULTANT to complete the design work for the PROJECT.
- 8) be responsible for the execution of an AGREEMENT with the CONSULTANT to complete the necessary design work for the PROJECT.
- 9) require the CONSULTANT to add WARREN County and the WARREN County Engineer as additional insured on all required general, automobile, personal injury, and other applicable insurance policies.
- 10) administer the Professional Design AGREEMENT and/or any approved and properly executed AMENDMENT to the AGREEMENT for the design work.

- 11) coordinate the reviewing of the plans by all necessary parties.
- 12) employ a qualified firm to complete all required geotechnical work on the PROJECT.
- 13) after receiving an invoice from the CONSULTANT, verify that the invoiced work has been completed and directly reimburse the CONSULTANT.
- 14) after receiving any request from the CONSULTANT for changes/modifications to the AGREEMENT, negotiate the scope of work and the additional fee for the AMENDMENT to the AGREEMENT, prepare the appropriate AMENDMENT and submit the AMENDMENT to WARREN COUNTY for approval.
- 15) initially be responsible for the TOTAL cost of the design work to be completed for the PROJECT under the AGREEMENT.

WARREN COUNTY and/or the WARREN COUNTY ENGINEER will:

- 16) participate with HAMILTON COUNTY in the preparation of a Scope of Service and a Public Announcement of the Request for Statements of Qualifications from Professional Design firms for the PROJECT.
- 17) participate with HAMILTON COUNTY in the selection of a Professional Design firm, hereinafter referred to as the "CONSULTANT", to complete the necessary design work for the PROJECT through the qualifications-based process in accordance with the applicable sections of the Ohio Revised Code (ORC).
- 18) participate with HAMILTON COUNTY in the negotiation of a fee with the CONSULTANT to complete the design work for the PROJECT.
- 19) authorize HAMILTON COUNTY to execute an AGREEMENT with the CONSULTANT to complete the design of the PROJECT.
- 20) review and approve the construction plans for the improvements located in WARREN COUNTY as plans are completed and submitted by the CONSULTANT, such approval shall not be unreasonably withheld.
- 21) as applications for funding for the construction of the improvements are completed and the splits of the local share of the construction costs are determined, credit HAMILTON COUNTY for **ONE-HALF (50%)** of the TOTAL cost of the design work completed for the PROJECT by the CONSULTANT under the design AGREEMENT and any and all properly approved AMENDMENT(s) to the AGREEMENT.

HAMILTON COUNTY and WARREN COUNTY further agree that:

- 22) the HAMILTON COUNTY ENGINEER and the WARREN COUNTY ENGINEER shall each be responsible **ONLY** for the review and approval of the improvement plans for those areas within each respective jurisdiction.
- 23) the design of the PROJECT as a Joint Project does **NOT** mean that either party to this JOINT AGREEMENT or either Engineer has accepted from or delegated to any of the other parties the responsibility and/or liability. for the design of those sections of the PROJECT that are within the other party's jurisdiction.

This JOINT AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**WARREN COUNTY:**

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed on the date stated below by Tom Grossman, its President, pursuant to Resolution No. 18-0228, dated 2/20/18.

RECOMMENDED BY:

WARREN COUNTY ENGINEER

BY: Neil F. Tunison

NAME: Neil F. Tunison, P.E., P.S.

TITLE: County Engineer

DATE: 2/8/2018

AGREED TO BY:

BOARD OF COMMISSIONERS  
OF WARREN COUNTY, OHIO

BY: Tom Grossman

NAME: Tom Grossman

TITLE: President

DATE: 2/20/18

Approved as to Form:

DAVID P. FORNSHELL, PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

BY: David P. Fornshell

Assistant Prosecutor

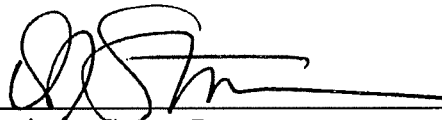
**HAMILTON COUNTY:**

By: \_\_\_\_\_  
County Engineer

Board of County Commissioners, Hamilton County, Ohio:

By: \_\_\_\_\_  
County Administrator

Approved as to Form:

By:  \_\_\_\_\_  
Assistant County Prosecutor

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

# Resolution

Number 18-0229

Adopted Date February 20, 2018

ENTER INTO A COOPERATIVE AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, OHIO FOR THE DESIGN OF IMPROVEMENTS TO FIELDS ERTEL ROAD BETWEEN SNIDER ROAD AND WILKENS BOULEVARD ON BEHALF OF THE WARREN COUNTY ENGINEER

BE IT RESOLVED, to approve a cooperative agreement between Warren County and Hamilton County for the Design of Improvements to Fields Ertel Road between Snider and Wilkens Boulevard Project No. 501715, as attached hereto and made a part hereof.

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Hamilton County  
Hamilton County Engineer  
Engineer (file)

**JOINT AGREEMENT BETWEEN HAMILTON COUNTY  
AND WARREN COUNTY FOR THE DESIGN OF IMPROVEMENTS TO  
FIELDS ERTEL ROAD BETWEEN SNIDER ROAD AND WILKENS BOULEVARD**

**PROJECT No. 501715**

This JOINT AGREEMENT is made and entered into, by and between the Board of County Commissioners of Hamilton County, Ohio, hereinafter referred to as "HAMILTON COUNTY", on behalf of the Hamilton County Engineer, hereinafter referred to as the "HAMILTON COUNTY ENGINEER", and the Board of County Commissioners of Warren County, Ohio, hereinafter referred to as "WARREN COUNTY", on behalf of the Warren County Engineer, hereinafter referred to as the "WARREN COUNTY ENGINEER".

HAMILTON COUNTY and WARREN COUNTY desire to improve Fields Ertel Road from approximately Snider Road to approximately Wilkens Boulevard, hereinafter referred to as the "PROJECT".

The PROJECT will include, but not be limited to:

the widening of the pavement to create wider, safer lanes and create a five (5) lane section; and  
the construction of the road improvements, in general, so that the final roadway is centered upon the existing centerline alignment; and  
the construction of concrete curb along the north and south edges of the road; and  
the modification of existing traffic signals or the replacement of traffic signals as necessitated by the improvements.

HAMILTON COUNTY and WARREN COUNTY acknowledge that:

- 1) the PROJECT is required for, and conducive to, the orderly and efficient flow of traffic through the area.
- 2) the public will benefit by creating a joint project to complete the design of the PROJECT.
- 3) the PROJECT is within the dedicated road right-of-way(s) under the jurisdiction of Hamilton County and the jurisdiction of Warren County.
- 4) the PROJECT is of mutual benefit to both jurisdictions.

HAMILTON COUNTY and/or the HAMILTON COUNTY ENGINEER will:

- 5) participate with WARREN COUNTY in the preparation of a Scope of Service and a Public Announcement of the Request for Statements of Qualifications from Professional Design firms for the PROJECT.
- 6) participate with WARREN COUNTY in the selection of a Professional Design firm, hereinafter referred to as the "CONSULTANT", to complete the necessary design work for the PROJECT through the qualifications-based process in accordance with the applicable sections of the Ohio Revised Code (ORC).
- 7) participate with WARREN COUNTY in the negotiation of a fee with the CONSULTANT to complete the design work for the PROJECT.

- 8) authorize WARREN COUNTY to execute an AGREEMENT with the CONSULTANT to complete the design of the PROJECT.
- 9) review and approve the construction plans for the improvements located in HAMILTON COUNTY as plans are completed and submitted by the CONSULTANT, such approval shall not be unreasonably withheld.
- 10) as applications for funding for the construction of the improvements are completed and the splits of the local share of the construction costs are determined, credit WARREN COUNTY for **ONE-HALF (50%)** of the TOTAL cost of the design work completed for the PROJECT by the CONSULTANT under the design AGREEMENT and any and all properly approved AMENDMENT(s) to the AGREEMENT.

WARREN COUNTY and/or the WARREN COUNTY ENGINEER will:

- 11) with the participation of HAMILTON COUNTY, prepare a Scope of Service and a Public Announcement of the Request for Statements of Qualifications from Professional Design firms for the PROJECT.
- 12) with the participation of HAMILTON COUNTY, select a CONSULTANT to complete the necessary design work for the PROJECT through the qualifications-based process in accordance with the applicable sections of the Ohio Revised Code (ORC).
- 13) with the participation of HAMILTON COUNTY, negotiate a fee with the CONSULTANT to complete the design work for the PROJECT.
- 14) be responsible for the execution of an AGREEMENT with the CONSULTANT to complete the necessary design work for the PROJECT.
- 15) require the CONSULTANT to add Hamilton County and the Hamilton County Engineer as additional insured on all required general, automobile, personal injury, and other applicable insurance policies.
- 16) administer the Professional Design AGREEMENT and/or any approved and properly executed AMENDMENT to the AGREEMENT for the design work.
- 17) coordinate the reviewing of the plans by all necessary parties.
- 18) employ a qualified firm to complete all required geotechnical work on the PROJECT.
- 19) after receiving an invoice from the CONSULTANT, verify that the invoiced work has been completed and directly reimburse the CONSULTANT.



- 20) after receiving any request from the CONSULTANT for changes/modifications to the AGREEMENT, negotiate the scope of work and the additional fee for the AMENDMENT to the AGREEMENT, prepare the appropriate AMENDMENT and submit the AMENDMENT to HAMILTON COUNTY for approval.
- 21) initially be responsible for the TOTAL cost of the design work to be completed for the PROJECT under the AGREEMENT.

HAMILTON COUNTY and WARREN COUNTY further agree that:

- 22) the HAMILTON COUNTY ENGINEER and the WARREN COUNTY ENGINEER shall each be responsible **ONLY** for the review and approval of the improvement plans for those areas within each respective jurisdiction.
- 23) the design of the PROJECT as a Joint Project does **NOT** mean that either party to this JOINT AGREEMENT or either Engineer has accepted from or delegated to any of the other parties the responsibility and/or liability. for the design of those sections of the PROJECT that are within the other party's jurisdiction.

This JOINT AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**WARREN COUNTY:**

**IN EXECUTION WHEREOF**, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed on the date stated below by Tom Grossmann, its President, pursuant to Resolution No. 18-0229, dated 2/20/18.

RECOMMENDED BY:  
WARREN COUNTY ENGINEER

BY: Neil F. Tunison

NAME: Neil F. Tunison, P.E., P.S.

TITLE: County Engineer

DATE: 2/8/2018

AGREED TO BY:  
**BOARD OF COMMISSIONERS  
OF WARREN COUNTY, OHIO**

BY: Tom Grossmann

NAME: Tom Grossmann

TITLE: President

DATE: 2/20/18

Approved as to Form:  
DAVID P. FORNSHELL, PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

BY: David P. Fornshell  
Assistant Prosecutor

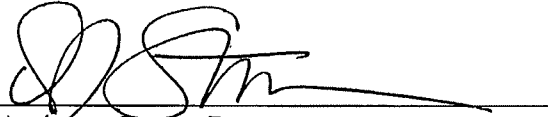
**HAMILTON COUNTY:**

By: \_\_\_\_\_  
County Engineer

Board of County Commissioners, Hamilton County, Ohio:

By: \_\_\_\_\_  
County Administrator

Approved as to Form:

By:  \_\_\_\_\_  
Assistant County Prosecutor

# Resolution

Number 18-0230

Adopted Date February 20, 2018

ENTER INTO AN ENGINEERING SERVICES CONTRACT WITH FISHBECK THOMPSON CARR & HUBER, INC. ON BEHALF OF THE WARREN COUNTY ENGINEER

BE IT RESOLVED, to enter into an engineering service contract with Fishbeck Thompson Carr & Huber, Inc. 11353 Reed Hartman Highway, Suite 500, Blue Ash, OH 45241 for engineering services for the Bunnell Hill Road Drainage Study, as attached hereto and made a part hereof.

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a – Fishbeck Thompson Carr & Huber, Inc.  
Engineer (file)

**CONSULTING SERVICES CONTRACT FOR  
ENGINEERING SERVICES  
BUNNELL-HILL ROAD DRAINAGE STUDY**

THIS IS AN AGREEMENT, made as of the date stated below, between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as the "OWNER," on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and Fishbeck Thompson Carr & Huber, Inc., 11353 Reed Hartman Highway, Suite 500, Blue Ash, OH 45241, a Corporation organized, duly licensed and existing under the laws of the State of Ohio, hereinafter referred to as the "ENGINEER."

COUNTY ENGINEER intends to study the existing drainage infrastructure in the area identified in Exhibit 1 and make recommendations for appropriate infrastructure modifications, hereinafter referred to as the PROJECT. In order to proceed with the PROJECT, Engineering Services must be completed, which are part of services to be provided by ENGINEER.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional Engineering Services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional Engineering Services for COUNTY ENGINEER in all phases of the Project to which this Agreement applies, serve as COUNTY ENGINEER'S professional Engineering representative for the Project as set forth below and shall give professional Engineering consultation and advice to COUNTY ENGINEER during the performance of services hereunder.

**SECTION 1 - BASIC SERVICES OF ENGINEER**

- 1.1 ENGINEER shall perform professional services as hereinafter stated, which include customary civil engineering services incidental thereto.
- 1.2 ENGINEER shall perform tasks for the PROJECT in accordance with the scope of services attached and made a part of this contract and identified as Exhibit 2, hereinafter referred to as "Basic Services".
- 1.3 ENGINEER shall furnish to the COUNTY ENGINEER one copy of all electronic files regarding the PROJECT on a compact disk.

**SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT**

- 2.1 If authorized in writing by OWNER and COUNTY ENGINEER, ENGINEER shall furnish or obtain from others Additional Services, which are not considered normal or customary Basic Services. Such services are to be set forth in an exhibit, and identified as "if authorized" services.

**SECTION 3 - COUNTY ENGINEER'S RESPONSIBILITIES**

COUNTY ENGINEER shall:

- 3.1 Provide all criteria and full information as to COUNTY ENGINEER'S requirements for the Project.
- 3.2 Assist ENGINEER by placing at his disposal all available information pertinent to the Project.
- 3.3 Furnish ENGINEER, as required for performance of ENGINEER'S Basic Services, data prepared by or services of others, including without limitation laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions, all of which ENGINEER may rely upon in performing his/her services.
- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his/her services.
- 3.5 Give prompt written notice to ENGINEER whenever COUNTY ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of the ENGINEER.
- 3.6 Furnish, or direct ENGINEER to provide, upon approval of OWNER, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.7 Bear all costs incidental to compliance with the requirements of this Section 3.

#### **SECTION 4 - PERIOD OF SERVICE**

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER'S obligation to render services hereunder will extend for the period of time that may reasonably be required for the Traffic Engineering Services of the PROJECT, including extra work and required extensions thereto.

#### **SECTION 5 - PAYMENTS TO ENGINEER**

##### **5.1 Methods of Payment for Services and Expenses of ENGINEER**

- 5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:
  - 5.1.1.1 The ENGINEER agrees to provide the Basic Services set forth in Section 1 hereof to the COUNTY ENGINEER for the PROJECT, for a **lump sum fee of \$14,500.00**.
  - 5.1.1.2 For Additional Services, OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as set forth in an exhibit, attached to and made a part of this Agreement, for a lump sum fee.

##### **5.2 Times of Payments**

- 5.2.1 ENGINEER shall submit monthly progress reports for Basic and Additional Services rendered. The progress reports will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. No payment will be processed

without a monthly progress report. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.

### **5.3 Other Provisions Concerning Payments**

- 5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty (60) days after receipt of ENGINEER'S statement therefore, the amounts due ENGINEER shall include a charge at the rate of one percent (1%) per month from said 60th day, and in addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due for services and expenses.
- 5.3.2 Records of ENGINEER'S Salary Costs pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER and COUNTY ENGINEER upon request prior to final payment for ENGINEER'S services.

### **5.4 Definitions**

- 5.4.1 The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the PROJECT, including, but not limited to the following; engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, all other technical personnel, stenographers, typists and clerks; plus the cost of unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

## **SECTION 6 - GENERAL CONSIDERATIONS**

### **6.1 Termination**

The obligation to provide services under this Agreement may be terminated by either party upon thirty (30) days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this agreement is terminated, ENGINEER shall be paid for services performed to the termination date.

### **6.2 Reuse of Documents**

All documents including reports and maps prepared by Engineer pursuant to this Agreement are instruments of service as part of the PROJECT. They are not intended or represented to be suitable for reuse by COUNTY ENGINEER or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER or COUNTY ENGINEER'S risk and without liability or legal exposure to ENGINEER. Any verification or adaptation requested by OWNER or COUNTY ENGINEER to be performed by ENGINEER will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER, COUNTY ENGINEER and ENGINEER.

### **6.3 Controlling Law and Venue**

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall be Warren County, Ohio.

#### **6.4 Successors and Assigns**

- 6.4.1 OWNER, COUNTY ENGINEER and ENGINEER each bind himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations of this Agreement.
- 6.4.2 Neither OWNER nor ENGINEER nor COUNTY ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. 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 contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.
- 6.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER, COUNTY ENGINEER and ENGINEER.

#### **6.5 Modification or Amendment**

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

#### **6.6 Construction**

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

#### **6.7 Waiver**

No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

#### **6.8 Relationship of Parties**

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Contract.

#### **6.9 Parties**

Whenever the terms "OWNER", "COUNTY ENGINEER" AND "ENGINEER" are used herein, these terms shall include without exception the employees, agents, successors, assigns and/or authorized representatives of OWNER, COUNTY ENGINEER and ENGINEER.

## 6.10 Headings

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.

## 6.11 Notices

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

TO: Warren County Commissioners Attn. Dave Gully, County Administrator 406 Justice Drive Lebanon, Ohio 45036 Ph. 513-695-1250	Warren County Engineer's Office Attn. Neil F. Tunison, County Engineer 210 W Main Street Lebanon, Ohio 45036 Ph. 513-695-3309
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Fishbeck Thompson Carr & Huber, Inc.  
Attn: Peter Soltys, P.E.  
11353 Reed Hartman Highway, Suite 500  
Blue Ash, OH 45241  
Ph. 513-469-2370

## 6.12 Insurance

ENGINEER shall carry comprehensive general and professional liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Contract. ENGINEER 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 contract is terminated, ENGINEER 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 Contract. ENGINEER shall provide COUNTY ENGINEER with a certificate of insurance evidencing such coverage, which further requires and provides for thirty (30) days written notice of cancellation or non-renewal to COUNTY ENGINEER. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

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

## **SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES**

**The following Exhibits are attached to and made a part of this Agreement:**

Exhibit 1 and Exhibit 2

## **SECTION 8 – ENTIRE AGREEMENT**

This Agreement (consisting of pages 1 to 7, inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibit and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by all parties.



**SECTION 9 – INDEMNIFICATION**

ENGINEER will defend, indemnify, protect, and save OWNER and COUNTY ENGINEER from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by ENGINEER, its agents, employees, licensees, contractors, or subcontractors pursuant to the performance of services under this agreement; (b) the failure of ENGINEER, 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 ENGINEER, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

[the balance of this page is intentionally left blank]

**SECTION 10 - EXECUTION**

**ENGINEER:**

IN EXECUTION WHEREOF, Fishbeck Thompson Carr & Huber, Inc., Inc., an Ohio corporation for profit, has caused this Agreement to be executed on the date stated below by James E. Sullivan, whose title is Senior Vice President, pursuant to a corporate Resolution authorizing such act.

SIGNATURE: [Signature]  
PRINTED NAME: James E. Sullivan  
TITLE: Senior Vice President  
DATE: 2/5/18

**OWNER:**

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed on the date stated below by Tom Grossmann, its President, pursuant to Resolution No. 18-0230 dated 2/22/18.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]  
PRINTED NAME: Tom Grossmann  
TITLE: President  
DATE: 2/20/18

RECOMMENDED BY:

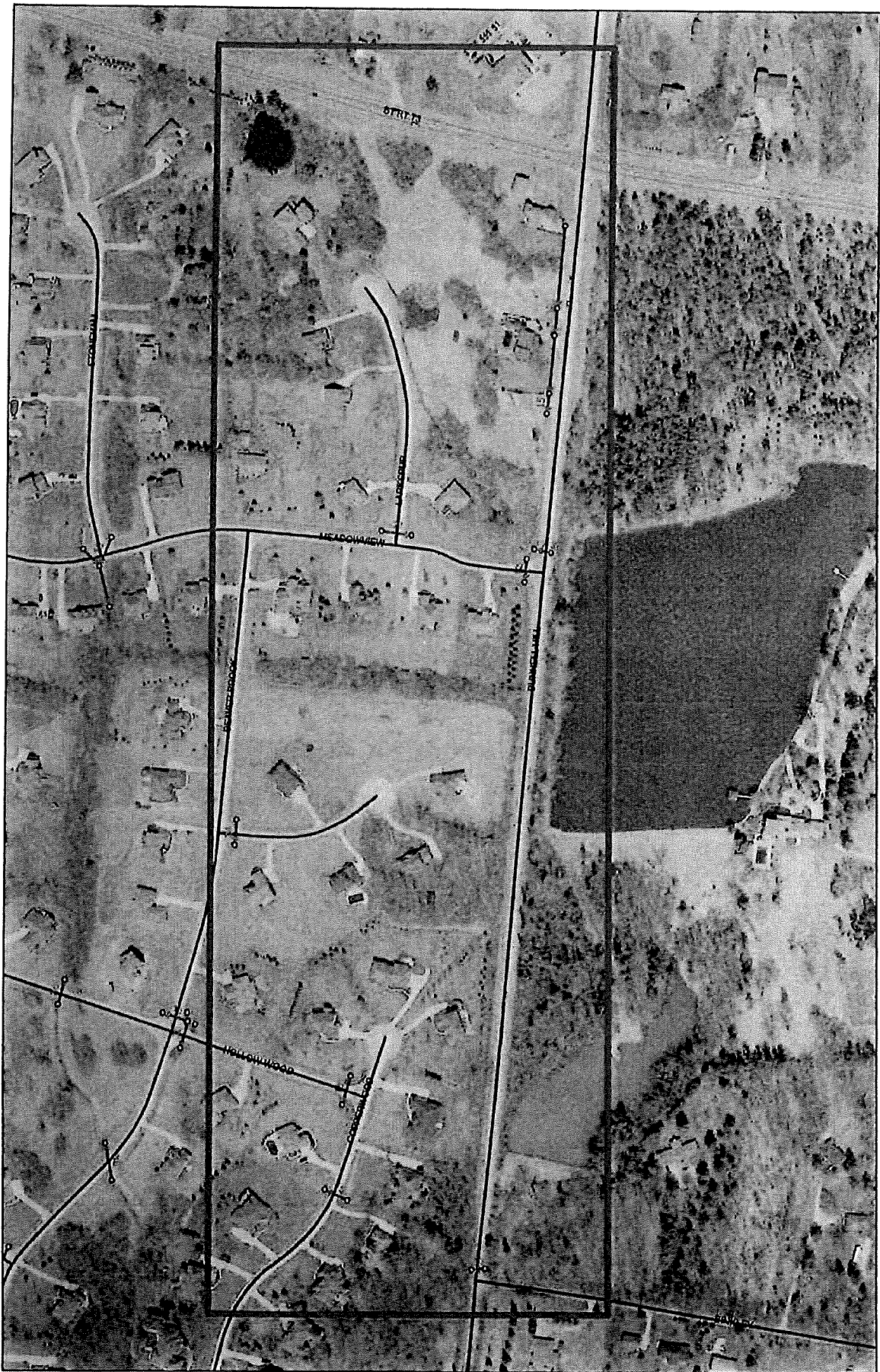
**NEIL F. TUNISON, P.E., P.S.  
WARREN COUNTY ENGINEER**

By: [Signature]  
Neil F. Tunison, P.E., P.S.

APPROVED AS TO FORM:

**DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO**

By: [Signature]  
Assistant Prosecuting Attorney



1 Inch = 200 feet

**STUDY AREA**

**Exhibit 1**



January 3, 2018

Mr. Charles E. Petty, PE  
Assistant Warren County Engineer  
Warren County Engineer's Office  
210 West Main Street  
Lebanon, OH 45036

Re: Revised Proposal for Professional Services – Stone Ridge Drainage Evaluation, Clear Creek Township

Dear Mr. Petty:

Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) is pleased to provide this proposal for engineering services to evaluate the drainage problems at the Stone Ridge Development and along Bunnell Hill Road in Clear Creek Township, Warren County, Ohio. Our understanding of the project is based on discussions between you and Peter W. Soltys of our Cincinnati Office on December 12 and 13, 2017, as well as various plans and maps of the area located at the southwest quadrant of the intersection of State Route 73 and Bunnell Hill Road.

### Scope of Services

FTCH will evaluate the drainage in an approximate rectangular area that extends just north of State Route 73, just east of Bunnell Hill Road, just north of Binkley Lane, and aligned with Beaver Brook Drive. The drainage system in this area consists of open ditches, road culverts, driveway culverts, and ponds. The drainage evaluation will include the following tasks.

### Hydrologic and Hydraulic Analysis

FTCH will model the drainage system using the XP-SWMM Storm Water Management Model program. The hydrologic parameters to be used in the model, Curve Number (CN) and time of concentration ( $T_c$ ), will be calculated using the methodology developed by the Natural Resources Conservation Service (NRCS).

The dimensions, materials, and invert elevations for the culverts under State Route 73 and Bunnell Hill Road will be obtained from as-built plans to be provided by the Warren County Engineer's Office (WCEO). The dimensions, materials, and invert elevations for the driveway culverts within the Stone Ridge Development will be obtained by field survey performed by the WCEO. The dimensions of the various ditches within the Stone Ridge Development will be obtained from the Stone Ridge Development plans, which will be spot-checked by a WCEO surveyor. The dimensions of the ditch along Bunnell Hill Road will be measured by a WCEO surveyor at several locations. A WCEO surveyor will also note if each driveway culvert and drainage ditch is free-flowing or the degree of obstruction, which will be included in the XP-SWMM model.

Once all the drainage features have been identified and measured in the field or determined from as-built plans and the hydrologic parameters calculated, the XP-SWMM model will be prepared. FTCH will evaluate the drainage system for the storm water runoff resulting from a 25-year and 100-year return interval, 24-hour duration storm. The rainfall depth for these storms will be obtained from the National Oceanic and Atmospheric Administration (NOAA) Atlas 14, Volume 2.



### **Drainage Alternatives**

The results of the XP-SWMM model will be evaluated to determine areas of flooding within the Stone Ridge Development in the study area for the 25-year flood and areas of road overtopping along State Route 73 and Bunnell Hill Road for the 100-year flood. Based on the XP-SWMM model results, up to three drainage improvement alternatives will be developed to reduce or eliminate flooding within the Stone Ridge Development for the 25-year flood and to eliminate any overtopping of State Route 73 and Bunnell Hill Road for the 100-year flood. Each of the alternatives will be evaluated using the XP-SWMM model and engineer's opinion of construction costs will be developed. Possible drainage improvements that will be evaluated by FTCH will include but not be limited to the following:

- Increased driveway culvert size
- Driveway culvert maintenance
- Increased drainage ditch size
- Drainage ditch maintenance
- On-site detention
- Infiltration basins or ditches

### **Drainage Evaluation Report**

FTCH will prepare an engineering report to summarize the hydrologic and hydraulic analysis, drainage system improvement alternatives, and drainage system improvement costs. The report will include a recommendation for the drainage system improvement alternative that provides the greatest reduction in flooding. Three copies of the report will be provided to the WCEO.

### **Professional Services Fees**

FTCH is ready to begin immediately following the Notice to Proceed and acceptance of the attached Professional Services Agreement. We anticipate that it will take approximately two months to complete.

We propose to provide the above described Scope of Services for a not-to-exceed fee of Fourteen Thousand Five Hundred Dollars (\$14,500.00).

### **Authorization**

Attached is our Professional Services Agreement; however, we are aware that the WCEO may prefer to use their own contract form. If a WCEO contract form is to be used, FTCH will review the terms and conditions of the contract and work with the WCEO to reach an acceptable agreement. If you prefer to use the FTCH Professional Services Agreement and concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Dawn M. Smith ([dmsmith@ftch.com](mailto:dmsmith@ftch.com)). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

Mr. Charles E. Petty, PE  
Page 3  
January 3, 2018



If you have any questions or require additional information, please contact me at 513.247.8564 or [pwsoltys@ftch.com](mailto:pwsoltys@ftch.com).

Sincerely,

FISHBECK, THOMPSON, CARR & HUBER, INC.

A handwritten signature in black ink that reads "Peter W. Soltys".

Peter W. Soltys, PE, PH

ds6  
Attachments

# Resolution

Number 18-0231

Adopted Date February 20, 2018

ENTER INTO A WORK AGREEMENT CONTRACT WITH KINGDOM EXTERIORS ON BEHALF OF THE WARREN COUNTY ENGINEER

BE IT RESOLVED, to enter into a work agreement contract with Kingdom Exteriors, 126 E. Mulberry St., Unit #3, Lebanon, OH 45036 for the exterior work, repairs and improvements at the County Engineer's office building located at 210 W. Main St., Lebanon, OH 45036, as attached hereto and made a part hereof.

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Kingdom Exteriors  
Engineer (file)

**KINGDOM EXTERIORS AGREEMENT FOR WORK TO BE PERFORMED AT  
WARREN COUNTY ENGINEER'S OFFICE BUILDING**

THIS IS AN AGREEMENT, made as of the date of the last signature below, between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio 45036, hereinafter referred to as the "OWNER," on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER," and Kingdom Exteriors, 126 E. Mulberry St., Unit #3, Lebanon, Ohio 45036, herein after referred to as "KINGDOM."

COUNTY ENGINEER seeks work to be performed at the County Engineer's office building located at 210 W. Main St., Lebanon, Ohio 45036.

OWNER and KINGDOM, in consideration of their mutual covenants herein, agree in respect of the performance of the work by KINGDOM and the payment for those services by OWNER as set forth below.

**SECTION 1 – BASIC SERVICES BY KINGDOM**

KINGDOM shall perform exterior work, repairs, and improvements at 210 W. Main St., Lebanon, Ohio 45036, in accordance with KINGDOM'S proposal dated November 13, 2017, attached and made a part of this contract and identified as Exhibit 1, hereinafter referred to as the "PROPOSAL."

**SECTION 2 – PAYMENTS TO KINGDOM**

- 2.1 OWNER shall pay KINGDOM for services rendered under Section 1 and the PROPOSAL, for a **not to exceed fee of \$40,100.00.**
- 2.2 TIME OF PAYMENTS – As described in the PROPOSAL, OWNER shall remit one third (1/3) of the total estimated cost to KINGDOM as a down payment at the time of commencement of the work. The balance of the fee is due at the time of completion.
- 2.3 Records of KINGDOM'S services pertinent to KINGDOM'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER and COUNTY ENGINEER upon request prior to final payment for KINGDOM'S services.

**SECTION 3 – GENERAL CONSIDERATIONS**

**3.1 TERMINATION**

The obligation to provide services under this Agreement may be terminated by either party upon thirty (30) days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this Agreement is terminated, KINGDOM shall be paid for services performed to the termination date.



3.2 CONTROLLING LAW AND VENUE

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall be Warren County, Ohio.

3.3 SUCCESSORS AND ASSIGNS

3.3.1 - OWNER, COUNTY ENGINEER, and KINGDOM each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives to the other party, to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

3.3.2 – Neither OWNER nor KINGDOM nor COUNTY ENGINEER shall assign, sublet, or transfer any rights under or interest in this Agreement (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except as stated in Paragraph 3.4 of this Agreement, and except to the extent that the effect of this limitation may be restricted by law. 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 contained in this paragraph shall prevent KINGDOM from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

3.3.3 – Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER, COUNTY ENGINEER, and CONSULTANT.

3.4 MODIFICATION OR AMENDMENT

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

3.5 CONSTRUCTION

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

3.6 WAIVER

No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of

this Contract shall in no manner affect such party's right to enforce the same at a later time.

### 3.7 RELATIONSHIP OF PARTIES

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Contract.

### 3.8 PARTIES

Whenever the term "OWNER," "COUNTY ENGINEER," and "KINGDOM" are used herein, these terms shall include without exception the employees, agents, successors, assigns and/or authorized representatives of OWNER, COUNTY ENGINEER, and CONSULTANT.

### 3.9 HEADINGS

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.

### 3.10 NOTICES

All notices required to be given herein shall be in writing and shall be sent via certified mail, return receipt requested, to the following respective addresses:

TO: Warren County Commissioners Attn: County Administrator 406 Justice Drive Lebanon, Ohio 45036	Warren County Engineer's Office Attn: Neil F. Tunison, County Engineer 210 W. Main Street Lebanon, Ohio 45036
---	--

Kingdom Exteriors  
Attn: Kelley Lamb  
126 E. Mulberry St., Unit #3  
Lebanon, Ohio 45036

### 3.11 INSURANCE

KINGDOM shall carry Comprehensive General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement.

KINGDOM further agrees that if any Comprehensive General Liability or Professional Liability coverage is on a "claims made" basis, the policy provide that in the event this Agreement is terminated, Vendor shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement.

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

KINGDOM shall provide COUNTY ENGINEER with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to Warren County. Such certificates shall provide that the insurer notify KINGDOM in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to KINGDOM not less than 30 days prior to said cancellation date. KINGDOM shall also deliver to COUNTY ENGINEER, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

KINGDOM shall carry statutory worker's compensation insurance as required by law and shall provide COUNTY ENGINEER with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement

Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement.

#### SECTION 4 – EXHIBITS

The following Exhibits are attached to and made a part of this Agreement:

Exhibit 1

#### SECTION 5 – ENTIRE AGREEMENT

This Agreement (consisting of pages 1-6, inclusive), together with the Exhibits identified above constitute the entire Agreement between OWNER and KINGDOM and supersede all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument, signed by all parties.

#### SECTION 6 – INDEMNIFICATION

KINGDOM shall defend, indemnify, protect, and save OWNER AND COUNTY ENGINEER from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors, or omissions by KINGDOM, its agents, employees, licensees, contractors, or subcontractors pursuant to the performance of services under this Agreement; (b) the failure of KINGDOM, 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 KINGDOM, its agents, employees, licensees, contractors, or subcontractors that result in injury to persons or damage to property.

SECTION 7 – EXECUTION

IN EXECUTION WHEREOF, KINGDOM EXTERIORS has caused this Agreement to be executed on the date stated below, by \_\_\_\_\_, its \_\_\_\_\_ pursuant to a corporate Resolution authorizing such act.

**KINGDOM EXTERIORS**  
SIGNATURE: Robert K. Lamb  
PRINTED NAME: Robert K. Lamb  
TITLE: Owner  
DATE: 1/29/2017

WARREN COUNTY

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of Commissioners has caused this Agreement to be executed by Tom Grossmann, its President on the date stated below, pursuant to Resolution No. 18-0231, dated 2/20/18.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**  
SIGNATURE: Tom Grossmann  
PRINTED NAME: Tom Grossmann  
TITLE: President  
DATE: 2/20/18

**RECOMMENDED BY:**

**NEIL F. TUNISON, P.E., P.S.  
WARREN COUNTY ENGINEER**

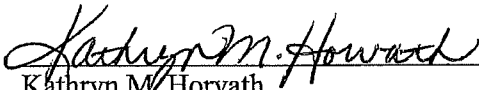


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Neil F. Tunison, P.E., P.S.

**APPROVED AS TO FORM:**

**DAVID P. FORNSHELL  
WARREN COUNTY PROSECUTOR**



---

Kathryn M. Horvath  
Assistant Prosecuting Attorney

# Resolution

Number 18-0232

Adopted Date February 20, 2018

APPROVE AND ENTER INTO ADOPTION ASSISTANCE AGREEMENTS WITH [REDACTED]  
[REDACTED] ON BEHALF OF OHIO DEPARTMENT OF JOB  
AND FAMILY SERVICES CHILDREN SERVICES DIVISION

BE IT RESOLVED, to approve and enter into Adoption Assistance Agreements with [REDACTED]  
[REDACTED] on behalf of Ohio Department of Job & Family Services  
Children Services Division. Copy of 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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

jc/

cc:

[REDACTED]  
Children Services (file)

# Resolution

Number 18-0233

Adopted Date February 20, 2018

APPROVE AND ENTER INTO ADOPTION ASSISTANCE AGREEMENTS WITH [REDACTED]  
[REDACTED] ON BEHALF OF OHIO DEPARTMENT OF JOB AND FAMILY  
SERVICES CHILDREN SERVICES DIVISION

BE IT RESOLVED, to approve and enter into Adoption Assistance Agreements with [REDACTED]  
[REDACTED] on behalf of Ohio Department of Job & Family Services Children Services  
Division. Copy of 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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc:

[REDACTED]  
Children Services (file)

# Resolution

Number 18-0234

Adopted Date February 20, 2018

APPROVE AND ENTER INTO ADOPTION ASSISTANCE AGREEMENTS WITH [REDACTED]  
[REDACTED] ON BEHALF OF OHIO DEPARTMENT OF JOB AND  
FAMILY SERVICES CHILDREN SERVICES DIVISION

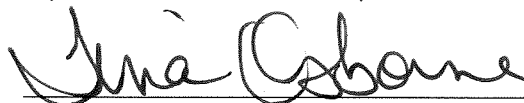
BE IT RESOLVED, to approve and enter into Adoption Assistance Agreements with [REDACTED]  
[REDACTED] on behalf of Ohio Department of Job & Family Services Children Services  
Division. Copy of agreements attached hereto and made a part hereof.

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc:

[REDACTED]  
Children Services (file)



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

# Resolution

Number 18-0235

Adopted Date February 20, 2018

APPROVE AGREEMENT AND ADDENDUM WITH ST. JOSEPH ORPHANAGE AS A CHILD PLACEMENT AND RELATED SERVICE PROVIDER FOR THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with St. Joseph Orphanage, on behalf of Warren County Children Services, for calendar year 2018, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a – St. Joseph Orphanage  
Children Services (file)

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

# Resolution

Number 18-0236

Adopted Date February 20, 2018

APPROVE AGREEMENT AND ADDENDUM WITH PRESSLEY RIDGE AS A CHILD PLACEMENT AND RELATED SERVICE PROVIDER FOR THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with Pressley Ridge, on behalf of Warren County Children Services, for calendar year 2018, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

jc/

cc: c/a – Pressley Ridge  
Children Services (file)

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

# Resolution

Number 18-0237

Adopted Date February 20, 2018

## APPROVE VARIOUS REFUNDS

BE IT RESOLVED, to approve various refunds, as attached hereto and made a part hereof.

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor VF  
Refunds file

# Resolution

Number 18-0238

Adopted Date February 20, 2018

## ACKNOWLEDGE PAYMENT OF BILLS

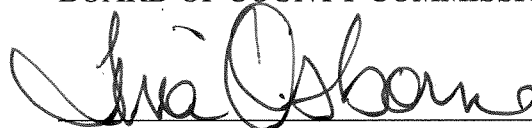
BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #2/13/2018 #001, #2/13/2018 #002, #2/13/2018 #003, #2/13/2018 #004, #2/13/2018 #005, #2/13/2018 #006, #2/13/2018 #007, #2/13/2018 #008, #2/15/2018 #001, #2/15/2018 #002, #2/15/2018 #003, #2/15/2018 #004, #2/15/2018 #005; said batches are attached hereto and made a part hereof.

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.


BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

kh

cc:

Auditor 

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

# Resolution

Number 18-0239

Adopted Date February 20, 2018

AFFIRM "THEN AND NOW" REQUESTS PURSUANT TO OHIO REVISED CODE  
5705.41(D) (1)

BE IT RESOLVED, to affirm the following "Then and Now" requests pursuant to Ohio Revised  
Code 5705.41(D) (1), as attached hereto and made a part hereof:

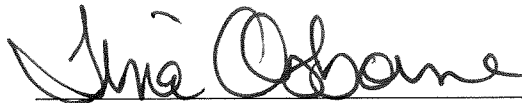
Veterans	\$ 1,300.00
Veterans	\$ 134.00

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor VF  
Veterans (file)  
OMB

# THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 2/8/18

From: WC Veterans

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: business cards not covered  
under purchase orders in place.

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5210	210	\$ 134.00

VENDOR NAME Digistitch

DESCRIPTION OF SERVICES Business Cards

DATE OF OBLIGATION 1/1/18

# THEN & NOW CERTIFICATION

## CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

Pursuant to Sec. 5705.41 (D)(1) O.R.C.

*The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.*

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 71,000.00 DATE 1/1/18

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 59,492.75 DATE 2/13/18

FUND BALANCE NOW \$ 26,924,604.39

CERTIFIED BY: Matt Nolan *18*

**MATT NOLAN, WARREN COUNTY AUDITOR**

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

# Resolution

Number 18-0240

Adopted Date February 20, 2018

AFFIRM "THEN AND NOW" REQUESTS PURSUANT TO OHIO REVISED CODE  
5705.41(D) (1)

BE IT RESOLVED, to affirm the following "Then and Now" requests pursuant to Ohio Revised  
Code 5705.41(D) (1), as attached hereto and made a part hereof:

BDD                      \$ 4,556.80

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Tina Osborne, Clerk

cc: Auditor ✓  
Board of Developmental Disabilities (file)  
OMB

# Resolution

Number 18-0241

Adopted Date February 20, 2018

APPROVE A STREET AND APPURTENANCES BOND RELEASE FOR KEEVER CREEK, LLC FOR COMPLETION OF IMPROVEMENTS IN THE ESTATES OF KEEVER CREEK, SECTION 1, PHASE 1A SITUATED IN TURTLECREEK TOWNSHIP

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

## BOND RELEASE

Bond Number	:	10-006 (P)
Development	:	The Estates of Keever Creek, Section 1, Phase 1A
Developer	:	Keever Creek, LLC
Township	:	Turtlecreek
Amount	:	\$37,014.00
Surety Company	:	Ohio Farmers Inc. Co, (#0051864)

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Cc: Keever Creek, Attn: Chet Halkins, 500 Wessel Drive, Ste 2B, Fairfield, OH 45014  
Ohio Farmers Ins. Co, P.O. Box 5001, Westfield Center, Ohio 44251  
Engineer (file)  
Bond Agreement file



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

# Resolution

Number 18-0242

Adopted Date February 20, 2018

APPROVE KEEVER PASS IN THE ESTATES OF KEEVER CREEK, SECTION 1, PHASE 1A FOR PUBLIC MAINTENANCE BY TURTLECREEK TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Keever Pass has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2517-T	Keever Pass	42' - 66' varies	0.348

NOW THEREFORE BE IT RESOLVED, to accept the above street name for public maintenance by Turtlecreek Township; and

BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

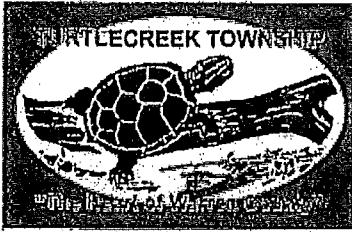
Mr. Young – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Map Room (Certified copy)  
Township Trustees  
Ohio Department of Transportation  
Engineer (file)  
Developer  
Bond Agreement file



**TURTLE CREEK TOWNSHIP**  
670 N. STATE ROUTE 123  
LEBANON, OHIO 45036-9512  
PHONE: (513) 932-4902  
FAX: (513) 932-3654

January 30, 2018

Warren County Engineer's Office  
Attn: Jason Fisher  
105 Markey Road  
Lebanon, Ohio 45036

Re: The Estates of Keever Creek, Sec 1, Ph 1A and Ph 2A

Dear Mr. Fisher;

Please accept this letter as our official notice that Turtlecreek Township is willing to accept the streets in The Estates of Keever Creek, Sec 1, Ph 1A and Ph 2A for township maintenance along with the exception that if any damage is a result of the drainage issues on the east side of Ellis Pass (unaccepted) that has caused damage to Section 1A or 2A, the damage must be repaired at the developer's expense. This will stay in effect until the drainage issues have be resolved.

Please advise when the streets in this subdivision have been officially dedicated to our township by Warren County Board of Commissioners so we may include them in our general Road and Bridge Department maintenance plans and operations.

Should you have any questions in regards to this matter, please contact us.

Yours truly,

Jonathan D. Sams  
Board President

JDS/tb

Cc: Ron Chasteen, Turtlecreek Township Road Supervisor  
File

Daniel Jones, Trustee      TURTLE CREEK TOWNSHIP BOARD OF TRUSTEES  
James VanDeGrift, Trustee      Jonathan D. Sams, Trustee      Amanda K Childers, Fiscal Officer

BOARD MEETING: 2<sup>ND</sup> MONDAY OF EACH MONTH AT 7:00 P.M.  
BOARD MEETING: LAST TUESDAY OF EACH MONTH AT 8:00 A.M.

**RECORD PLAT**  
OF  
**THE ESTATES OF KEEVER CREEK**  
**SECTION 1 PHASE 1A**  
SECTION 23, TOWN 4, RANGE 3, B.T.M.  
TURTLECREEK TOWNSHIP  
WARREN COUNTY, OHIO  
MARCH 2010

**Owner's Consent and Dedication**  
We, the undersigned, being all the owners and lien holders of the lands herein plotted, do hereby voluntarily consent to the execution of the said plat and do dedicate the streets, parks or public grounds as shown thereon to the public use forever.

Any "Public Utility Easements" as shown on this plat are for the placement of electric lines and for the maintenance and repair of streets. This easement and all other easements shown on this plat, unless designated for a specific purpose, are for the construction, operation, maintenance, repair, replacement or removal of water, sewer, gas, electric, telephone, cable television, or other utility lines or services, storm water disposal and for the express privilege of cutting, trimming or removing any and all trees or other obstructions within said easement, or immediately adjacent thereto, to the free use of said easements or adjacent streets and for providing ingress and egress to the property for said purposes and are to be maintained in such forever. No buildings or other structures may be built within said easements, nor may the easement area be physically altered so as to (1) reduce clearances of either overhead or underground facilities; (2) impair the load support of said facilities; (3) impair ability to maintain the facilities or (4) create a hazard.

The above public utility easements are for the benefit of all public utility service providers including, but not limited to Warren County Commissioners, Cincinnati Bell Telephone, Duke Energy and Time Warner Cable.

Keever Creek, LLC  
By Joseph W. Stuebing  
Managing Member  
Witness  
Gregory S. Weston  
Witness  
John F. Kirkland  
Witness  
John F. Kirkland  
Printed

**Certificate of Notary Public**  
State of Ohio, S.S.

Be it remembered that on this 21<sup>st</sup> day of March, 2010, before me the undersigned, a Notary Public in and for said State, personally came Joseph W. Stuebing, by John F. Kirkland, who acknowledged the signing and execution of the foregoing plat to be their voluntary act and deed.

In testimony whereof, I have set my hand and Notary Seal on the day and date above written.

Kathleen C. Bracing 4-9-2010  
Notary Public My Commission Expires:

**Roadway Assessment**  
In accordance with the construction requirements of the Warren County Engineer's Office Lots shall be subject to a State Route 741 Road Improvement Annual Assessment. Said Assessment shall be levied by the Board of County Commissioners of the County of Warren, Ohio for the purpose of making improvements to and along State Route 741 to provide safe vehicle access to the Subdivision. The anticipated traffic volumes to and from this Estates of Keever Creek Subdivision will necessitate improvements to State Route 741 including a left turn lane and wider shoulders on the development side of State Route 741, in order to fund all or part of the cost of these improvements. It is understood that the owners of any buildable lot within this subdivision shall anticipate and be subject to a future roadway assessment by the Board of County Commissioners of the County of Warren, Ohio in an approximate amount of \$231.00 semi-annually for a maximum term of 20-years. Said amount is an approximation and may change based on the set of variables considered at the time of assessment calculation.

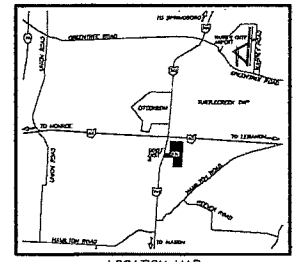
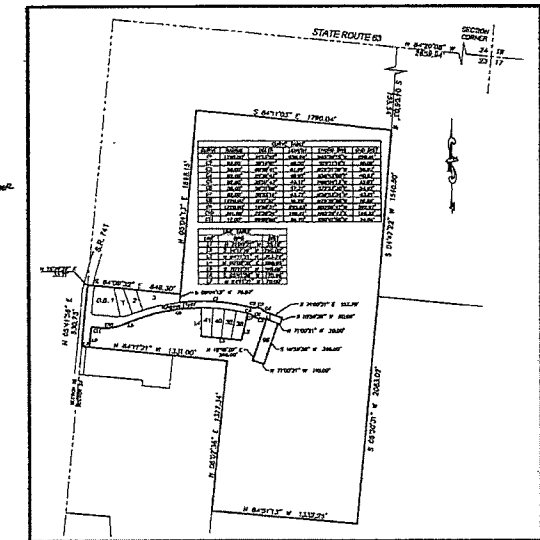
**Drainage Statement**  
Unless otherwise designated on this plat, a fifteen (15) foot wide drainage easement shall exist along all common rear lot lines and a ten (10) foot wide drainage easement shall exist along all common side lot lines. The easement lines being the centerline of said easement. Until the expiration of the public improvement maintenance bonding period, or applicable, the developer (or their agent) reserves the right to enter upon all lots to establish or re-locate drainage lines within of drainage easement for the purpose of controlling and directing storm water to collection facilities or drainage channels.

The Warren County Commissioners assume no legal obligation to maintain or repair any open drainage ditches or channels designated as "drainage easements" on this plat. Except as stipulated above with respect to developer maintenance, the easement area of each lot and all improvements within it shall be maintained continuously by the lot owner. Within the easements, no structure, planting, fencing, curbs, or other material shall be permitted to remain which may obstruct, retard, or divert the flow through the watercourse.

**Home Owners Association**  
All lots contained within this subdivision are subject to terms and conditions, covenants and restrictions of a home owners association. Said documents include maintenance of all storm water facilities located outside of the public right of way including sewer, and storm water detention/retention basins, and storm water. Said documents are recorded in Official Records Book of Warren County, Ohio, Recorder's Office, G.R. Book \_\_\_\_\_ Page \_\_\_\_\_.

**Butler County Sewerage Statement**  
Road drains, foundation drains, and other clean water connections to the sanitary sewer system are prohibited.

All buildings to be served by the public sewer system shall be constructed so as to provide a minimum of four feet of vertical separation between the public sanitary sewer, at the point of connection, and the lowest building level served by a gravity sewer connection. In addition, said building level shall be at least one foot above the lowest point of free-surface (non-pressurized) manhole cover upstream of any treatment facility or wastewater pumping facility that receives discharge from said building. Said minimum sewer levels shall be recorded on the "As-Built" plans for the development, which will be kept on file in the office of Butler County Department of Environmental Services.



**AREA SUMMARY**

R-O-W	3.4139 AC
OPEN SPACE	1.3321 AC
LOTS	3.2649 AC
TOTAL AREA	143.6849 AC
REM.	186.3444 AC
TOTAL AREA	143.6849 AC

**ROADWAY LENGTH SUMMARY**

KEEVER PASS	1.6239'
-------------	---------

OLD NO. 12-23-100-015 145.8946 ac.

LOT NO.	SIDWELL NO.
1	12-23-305-001
2	12-23-305-002
3	12-23-305-003
95	12-23-315-001
38	12-23-315-002
39	12-23-315-003
40	12-23-315-004
41	12-23-315-005
O.S.-1	12-23-305-004
R/W	12-23-100-001 3.4139 ac in R/W
REM.	12-23-100-016 186.3444 ac

4/14/10  
2

**Retention Basin Maintenance Easement (RBME)**  
There shall be a ten (10) foot wide RBME along the east side of Lot 38 and the West side of Lot 41 to provide access for the purpose of maintenance of the adjacent Retention Basin.

Butler County Department of Environmental Services does not accept any responsibility for the relocation, repair, or replacement of any sewer utility installed within the feet of the center line of any sanitary sewer or water main.

Private driveways, parking lots and other paved areas, curbs, berms, or structures should not be constructed over private water or sewer service lines within the public road right of way or within the easement areas for the public utilities. Should this occur, the property owner shall be held responsible for the protection and repair and for providing access to any curb, slope, meter, pipe, manhole, clean-outs, etc. installed in conjunction with these private service lines and for any damage or restoration of the paved surfaces or structures that may result from the future operation, maintenance, repair or replacement of said service lines and appurtenances.

County Commissioners  
We the Board of County Commissioners of Warren County, Ohio do hereby approve this plat on this 21<sup>st</sup> day of April, 2010.  
Commissioners: [Signatures]

County Recorder  
File No. 114927  
Recorded on this 21<sup>st</sup> day of April, 2010 at 10:28:00 AM  
Recorded in Plat Book No. 84 Page 74-75  
Fee 172.00  
By Kristina Payne Cath Decker  
Deputy Warren County Recorder

County Auditor  
Transferred on this 11<sup>th</sup> day of April, 2010  
By Theresa J. Hannon Jack Wilson  
Deputy Warren County Auditor

County Engineer  
I hereby approve this plat on this 21<sup>st</sup> day of March, 2010.  
Neil E. Wilson  
Warren County Engineer 1/11/10

County Sanitary Engineer (Warren)  
I hereby approve this plat on this 21<sup>st</sup> day of March, 2010.  
Chris Smith  
Warren County Sanitary Engineer

County Sanitary Engineer (Butler)  
I hereby approve this plat on this 30<sup>th</sup> day of MARCH, 2010.  
Robert L. Smith  
Butler County Sanitary Engineer

Warren County Regional Planning Commission  
This plat was approved by the Warren County Regional Planning Commission on this 21<sup>st</sup> day of March, 2010.  
Kimberly Spence  
Executive Director

Warren County Zoning Inspector  
I hereby approve this plat on this 12<sup>th</sup> day of April, 2010.  
Neil D. Galt  
Zoning Inspector

**Deed Reference**  
Situated in Section 23, Town 4, Range 3, Turtlecreek Township, Warren County, Ohio, Containing 16.3204 acres total and being part of the 143.6846 acre tract as conveyed to Keever Creek LLC as described in the deed recorded in GR 4653, Page 514 of the Warren County, Ohio, Recorder's Office.

**Certificate of Surveyor**  
I hereby certify that this plat is a true and complete survey made under my supervision and that all information indicated hereon actually exists and that location, size, & material are correctly shown, and that all requirements of the Warren County Subdivision Regulations have been carefully met to the best of my knowledge.



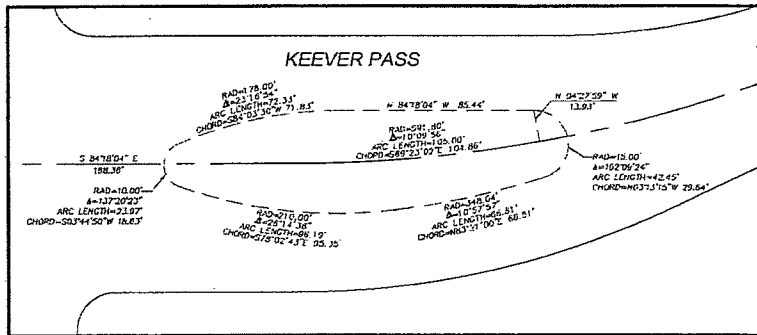
Charles K. Rouse 3-16-10  
Charles K. Rouse, P.S. No. 6057

PREPARED BY:  
COURTESY OF: WARREN COUNTY ENGINEER  
500 WESSEX DRIVE, SUITE 208  
FAIRFIELD, OHIO 45014-0897  
PHONE: 513-353-6000  
FACSIMILE: 513-353-2310

OWNER/DEVELOPER  
KEEVER CREEK, LLC  
500 WESSEX DRIVE, SUITE 208  
FAIRFIELD, OHIO 45014-0897  
PHONE: 513-353-6000  
FACSIMILE: 513-353-2310

RECORD PLAT FOR THE ESTATES OF KEEVER CREEK SECTION 1 PHASE 1A SECTION 23, TOWN 4, RANGE 3, B.T.M., TURTLECREEK TOWNSHIP, WARREN COUNTY, OHIO

Scale: N.T.S.  
Date: March, 2010  
Sheet: 1 of 2



**SIGN & LANDSCAPE EASEMENT DETAIL**

SCALE: 1"=30'

STATION	ROADS	CHORD	ANGLE	CHORD BEC	CHORD BEC
C1	17.00'	10.0000'	74.46°	5.878127'	21.81'
C2	250.00'	250.0000'	180.00°	250.000000'	180.00°
C3	17.00'	10.0000'	74.46°	5.878127'	21.81'
C4	82.00'	20.0000'	80.20°	3.071317'	40.97'
C5	34.00'	34.0000'	180.00°	34.000000'	180.00°
C6	82.00'	20.0000'	80.20°	3.071317'	40.97'
C7	17.00'	10.0000'	74.46°	5.878127'	21.81'
C8	34.00'	34.0000'	180.00°	34.000000'	180.00°
C9	82.00'	20.0000'	80.20°	3.071317'	40.97'
C10	17.00'	10.0000'	74.46°	5.878127'	21.81'
C11	34.00'	34.0000'	180.00°	34.000000'	180.00°
C12	17.00'	10.0000'	74.46°	5.878127'	21.81'
C13	34.00'	34.0000'	180.00°	34.000000'	180.00°
C14	82.00'	20.0000'	80.20°	3.071317'	40.97'
C15	17.00'	10.0000'	74.46°	5.878127'	21.81'
C16	34.00'	34.0000'	180.00°	34.000000'	180.00°
C17	82.00'	20.0000'	80.20°	3.071317'	40.97'
C18	17.00'	10.0000'	74.46°	5.878127'	21.81'
C19	34.00'	34.0000'	180.00°	34.000000'	180.00°
C20	82.00'	20.0000'	80.20°	3.071317'	40.97'
C21	17.00'	10.0000'	74.46°	5.878127'	21.81'
C22	34.00'	34.0000'	180.00°	34.000000'	180.00°
C23	82.00'	20.0000'	80.20°	3.071317'	40.97'

**AREA SUMMARY**

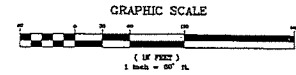
R.O.W.	1.873444 AC.
OPEN SPACE	1.3321 AC.
LOTS	3.5549 AC.
TOTAL AREA	10.5504 AC.
RECALCULATED	123.3444 AC.
TOTAL AREA	143.8948 AC.

**ROADWAY LENGTH SUMMARY**

KEEVER PASS	7,855.81'
-------------	-----------

- NOTES**
1. OCCUPATION IN GENERAL FEE SURVEY EXCEPT WHERE SHOWN.
  2. ALL FOUND MONUMENTATION WAS EXAMINED AND IN GOOD CONDITION UNLESS OTHERWISE NOTED.
  3. N.G.E. = NEIGHBOR OPENING ELEVATIONS.
  4. IRON PIN SET ARE 3/4" DIA. REBAR -30" LONG W/5/8".
  5. I.F. ELEVATIONS ARE PROPOSED ELEVATIONS. ACTUAL ELEVATIONS MAY VARY.

ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF THE SURVEYOR AND IS TO BE KEPT CONFIDENTIAL AND NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.

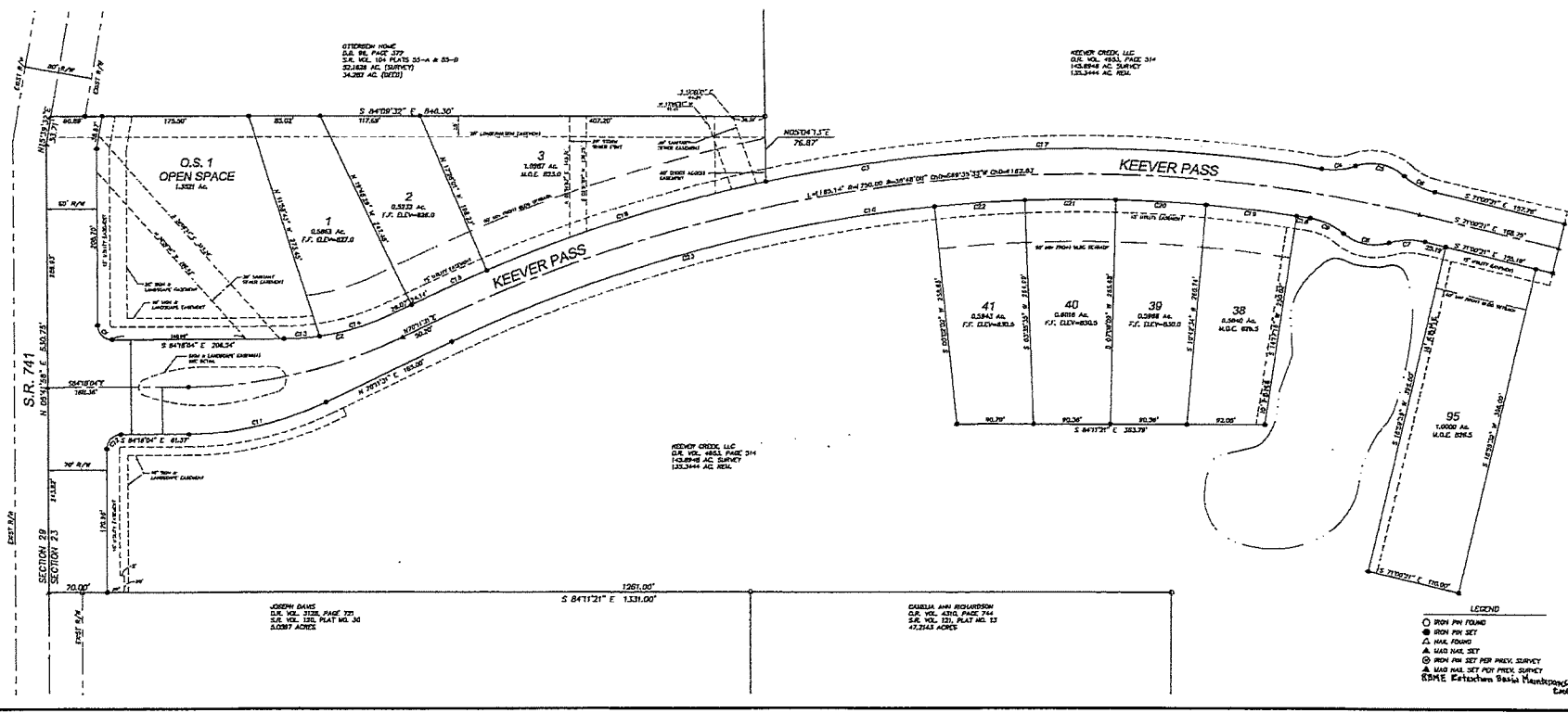


PREPARED BY:  
COURTNEY A. REEDER, P.E.  
SURVEYOR  
2000 W. STATE ST.  
FAIRFIELD, OHIO 45017-0001  
614-777-8440

OWNER/DEVELOPER:  
KEEVER CREEK, LLC  
660 WESSLER DRIVE, SUITE 249  
FAIRFIELD, OHIO 45017-0387  
614-777-8440  
PASSVILLE (B) (S) 688-2310

RECORD PLAT FOR  
THE ESTATES OF KEEVER CREEK  
SECTION 1 PHASE 1A  
SECTION 23, TOWNSHIP 4, RANGE 3, B.L.M. TWP/LECREEK, TOWNSHIP, WARREN COUNTY, OHIO

Scale: N.T.S.  
Date: March, 2010  
Sheet: 2 of 2



- LEGEND**
- IRON PIN FOUND
  - IRON PIN SET
  - ▲ MARK FOUND
  - △ MARK SET
  - IRON PIN SET PER PREV. SURVEY
  - ▲ MARK SET PER PREV. SURVEY
  - △ MARK SET PER PREV. SURVEY
  - IRON PIN SET PER PREV. SURVEY
  - ▲ MARK SET PER PREV. SURVEY
  - △ MARK SET PER PREV. SURVEY

# Resolution

Number 18-0243

Adopted Date February 20, 2018

APPROVE A STREET AND APPURTENANCES BOND RELEASE FOR KEEVER CREEK, LLC FOR COMPLETION OF IMPROVEMENTS IN THE ESTATES OF KEEVER CREEK, SECTION 1, PHASE 2A SITUATED IN TURTLECREEK TOWNSHIP

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

## BOND RELEASE

Bond Number	:	13-004 (P)
Development	:	The Estates of Keever Creek, Section 1, Phase 2A
Developer	:	Keever Creek, LLC
Township	:	Turtlecreek
Amount	:	\$30,533.80
Surety Company	:	Ohio Farmers Inc. Co, (#6093501)

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Keever Creek, Attn: Chet Halkins, 500 Wessel Drive, Ste 2B, Fairfield, OH 45014  
Ohio Farmers Ins. Co, P.O. Box 5001, Westfield Center, Ohio 44251  
Engineer (file)  
Bond Agreement file

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

# Resolution

Number 18-0244

Adopted Date February 20, 2018

APPROVE OXON PASS IN THE ESTATES OF KEEVER CREEK, SECTION 1, PHASE 2A FOR PUBLIC MAINTENANCE BY TURTLECREEK TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Oxon Pass has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2537-T	Oxon Pass	5'-24'-5'	0.283

NOW THEREFORE BE IT RESOLVED, to accept the above street name for public maintenance by Turtlecreek Township; and


BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

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

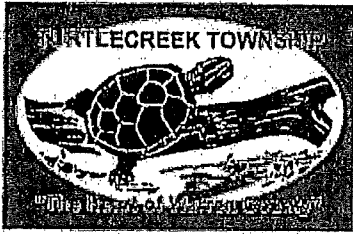
Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Map Room (Certified copy)  
Township Trustees  
Ohio Department of Transportation  
Engineer (file)  
Developer  
Bond Agreement file



**TURTLE CREEK TOWNSHIP**  
670 N. STATE ROUTE 123  
LEBANON, OHIO 45036-9512  
PHONE: (513) 932-4902  
FAX: (513) 932-3654

January 30, 2018

Warren County Engineer's Office  
Attn: Jason Fisher  
105 Markey Road  
Lebanon, Ohio 45036

Re: The Estates of Keever Creek, Sec 1, Ph 1A and Ph 2A

Dear Mr. Fisher;

Please accept this letter as our official notice that Turtlecreek Township is willing to accept the streets in The Estates of Keever Creek, Sec 1, Ph 1A and Ph 2A for township maintenance along with the exception that if any damage is a result of the drainage issues on the east side of Elis Pass (unaccepted) that has caused damage to Section 1A or 2A, the damage must be repaired at the developer's expense. This will stay in effect until the drainage issues have been resolved.

Please advise when the streets in this subdivision have been officially dedicated to our township by Warren County Board of Commissioners so we may include them in our general Road and Bridge Department maintenance plans and operations.

Should you have any questions in regards to this matter, please contact us.

Yours truly,

  
Jonathan D. Sams  
Board President

JDS/tb

Cc: Ron Chasteen, Turtlecreek Township Road Supervisor  
File

TURTLE CREEK TOWNSHIP BOARD OF TRUSTEES  
Daniel Jones, Trustee    James VanDeGrift, Trustee    Jonathan D. Sams, Trustee    Amanda K Childers, Fiscal Officer

BOARD MEETING: 2<sup>ND</sup> MONDAY OF EACH MONTH AT 7:00 P.M.  
BOARD MEETING: LAST TUESDAY OF EACH MONTH AT 8:00 A.M.

RECORD PLAT

OF

THE ESTATES OF KEEVER CREEK SECTION 1 PHASE 2A

SECTION 23, TOWN 4, RANGE 3, B.T.M. TURTLECREK TOWNSHIP

WARREN COUNTY, OHIO

FEBRUARY 2013

Owner's Consent and Dedication
The undersigned, being all the owners and lessors of the lands herein plotted, do hereby voluntarily consent to the execution of the said plat and so dedicate the streets, parks or public grounds as shown hereon to the public use forever.

Any "Public Utility Easements" as shown on this plat are for the placement of sidewalks and for the maintenance and repair of streets. This easement and all other easements shown on this plat, unless designated for a specific purpose, are for the construction, operation, maintenance, repair, replacement or removal of water, sewer, gas, electric, telephone, cable television, or other utility lines or services, storm water disposal and for the address privileges of cutting, trimming or removing any and all trees or other obstructions within said easement, or immediately adjacent thereto, to the free use of said easements or adjacent streets and for providing ingress and egress to the property for said purposes and are to be maintained as such forever. No buildings or other structures may be built within said easements, nor may the easements ever be physically altered so as to (1) reduce clearances of either overhead or underground facilities; (2) impair the load support of said facilities; (3) impair ability to maintain the facilities or (4) create a hazard.

The above public utility easements are for the benefit of all public utility service providers including, but not limited to Warren County Commissioners, Cincinnati Bell Telephone, Duke Energy and Time Warner Cable.

Owner: Keever Creek, LLC

By: Joseph W. Whitman, Notary Public

Certificate of Notary Public

I do hereby certify that on this 17th day of March, 2013, before me the undersigned, a Notary Public in and for said State, personally came Joseph W. Whitman, Notary Public, who acknowledged the signing and execution of the foregoing plat to be their voluntary act and deed.

In testimony whereof, I have set my hand and Notary Seal on the day and date above written.

Kath C. Boering, Notary Public, 04-08-2014

Roadway Assessment
In accordance with the subdivision and construction requirements of the Warren County Engineer's Office, this plat shall be subject to a State Route 741 Roadway Assessment. Said Assessment shall be based on the Warren County Commissioners of the County of Warren, Ohio for the purpose of making improvements to the State Route 741 to provide safe vehicle access to the Subdivision. The anticipated traffic volume to use from this Estates of Keever Creek Subdivision will necessitate improvements to State Route 741 including a left turn lane and wider shoulders on the east side of State Route 741. In order to fund all or part of the cost of these improvements, it is understood that the owners of any buildings lot within this subdivision shall contribute and be subject to a future roadway assessment by the Board of County Commissioners of the County of Warren, Ohio in an approximate amount of \$23,000 semi-annually for a maximum term of 20-years. Said amount is an approximation and may change based on the set of variables considered at the time of assessment calculation.

Drainage Statement
Unless otherwise designated on this plat, a fifteen (15) foot wide drainage easement shall exist along all common rear lot lines and a ten (10) foot wide drainage easement shall exist along all common side lot lines, with the common line being the centerline of said easement.

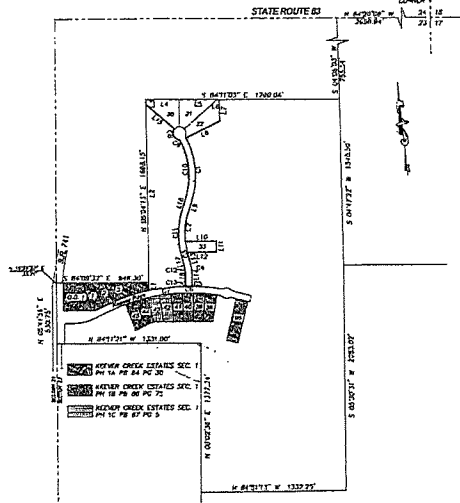
The easement areas shall be maintained continuously by the lot owner(s). Within the easements, no structures, plantings, fencing, culvert, or other material shall be placed or permitted to remain which may obstruct, retard or divert the flow through the watercourse. Easements shown on this plat and designated as "drainage easements" are dedicated to the Home Owners Association of The Estates of Keever Creek.

The Warren County Commissioners and the Board of Township Trustees assume no legal obligation to maintain or repair any open ditch, ditch or watercourse within the easement area unless noted otherwise on this plat, however, when the platted right-of-way area has been previously accepted for public maintenance by resolution of the Board of Township Trustees, the Board of Trustees or their representatives may enter upon and inspect the easement area and, in accordance with Section 5309.02 of the Ohio Revised Code, may remove or cause the removal of an obstruction adversely impacting an area within the public right-of-way.

Until the application of the developer's public improvement maintenance bonding parties, the developer (or their agent) retains the right to enter upon all lots to establish or re-establish drainage areas within drainage easements for the purposes of construction and directing stormwater to collection facilities or drainage channels.

The publicly-maintained portion of the storm sewer system will include storm drains, curbs, and/or ditches located within either the public right-of-way or the public utility easement area adjacent to the road right-of-way with the exception of any manholes and catchers for private driveways. Where, in lieu of an open ditch, a developer, builder or lot owner installs a storm drain on private property, the storm drain shall be designed by a professional engineer to ensure that neither this property or adjacent properties are negatively impacted, and the lot owner(s) must note that they are responsible for maintaining the storm drain unless noted otherwise on the plat.

Home Owners Association
All lots contained within this subdivision are subject to terms and conditions, covenants and restrictions of a Home Owners Association. Said documents include maintenance of all storm water facilities located outside of the public right of way including streets, and structures, detention retention basins, and ponds. Said documents are recorded in Official Records Book of Warren County, Ohio, Recorder's Office, O.R. Book #...



SUPERIMPOSITION MAP SCALE 1"=500'

Table with columns: L&A, EASEMENT, AREA, etc. listing various easement types and their areas.

Table with columns: CHAIN, BEARING, DISTANCE, AREA, etc. listing survey data for various lots.

AREA SUMMARY table showing total area of 133.0928 ac.

ROADWAY LENGTH SUMMARY table showing 1.4442 MI of road.

Table with columns: OLD NO., LOT NO., NEW NO., AREA, etc. showing lot renumbering and area changes.

County Commissioners
No the Board of County Commissioners of Warren County, Ohio do hereby approve this plat on this 14th day of March, 2013.

Commissioners: [Signatures]

County Recorder
File No. 2013-0112
Recorded on this 15th day of March, 2013 at 11:54 AM.

Fee: \$172.80
By: [Signatures]

County Auditor
Transferred on this 14th day of March, 2013.
By: [Signatures]

County Engineer
I hereby approve this plat on this 27th day of March, 2013.
[Signature]

County Sanitary Engineer (Warren)
I hereby approve this plat on this 27th day of March, 2013.
[Signature]

County Sanitary Engineer (Butler)
I hereby approve this plat on this 27th day of March, 2013.
[Signature]

Warren County Regional Planning Commission
This plat was approved by the Warren County Regional Planning Commission on this 27th day of March, 2013.
[Signature]

Warren County Zoning Inspector
I hereby approve this plat on this 28th day of March, 2013.
[Signature]

Deed Reference
Situated in Section 23, Town 4, Range 3, Turtlecreek Township, Warren County, Ohio, Containing 0.3711 acres, said and being part of the 143.866 acre tract conveyed to Keever Creek LLC as described in the deed recorded in OR 4653, Page 314, of the Warren County, Ohio, Recorder's Office.

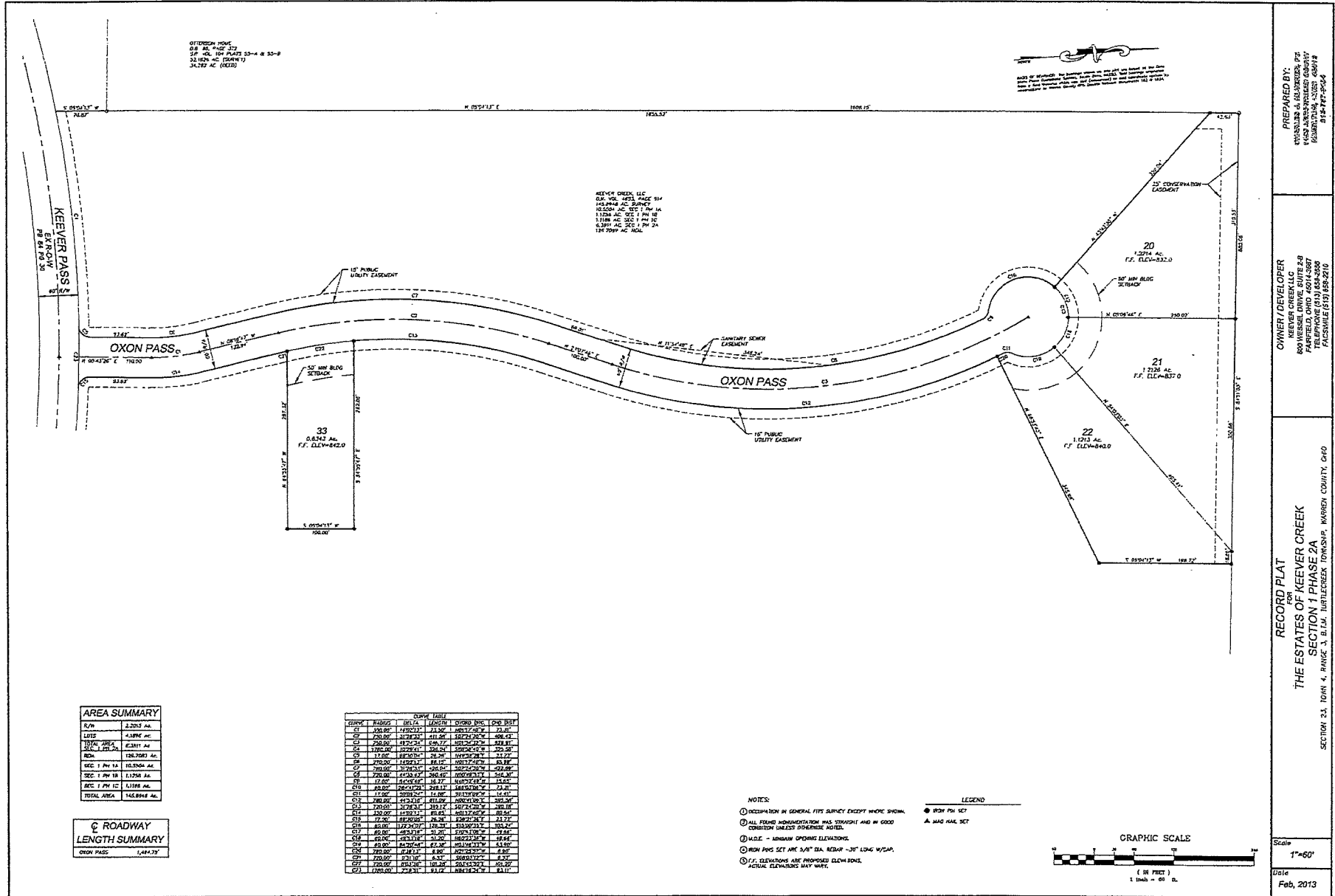
Certificate of Surveyor
I hereby certify that this plat is a true and complete survey made under my supervision and that all information indicated herein actually exists and their location, size, & material are correctly shown, and that all requirements of the Warren County Subdivision Regulations have been complied with to the best of my knowledge.



[Signature]

OWNER/DEVELOPER: THE ESTATES OF KEEVER CREEK SECTION 1 PHASE 2A SECTION 23, TOWN 4, RANGE 3, B.T.M. TURTLECREK TOWNSHIP, WARREN COUNTY, OHIO
Scale: 1"=500'
Date: Feb, 2013





OTTERDOHN HOME  
 0.8 AC. ACRES 273  
 S.P. AC. 104 PLATS 23-4 & 33-8  
 33.189 AC (DEVELOP)  
 34.782 AC (EXIST)

KEEVER CREEK, LLC  
 0.8 AC. ACRES 914  
 145.844 AC SURVEY  
 10.524 AC SEC 1 PM 1A  
 1.138 AC SEC 1 PM 1B  
 1.138 AC SEC 1 PM 1C  
 0.391 AC SEC 1 PM 1D  
 124.759 AC ACAL

NOTE: All measurements are shown in feet and inches and based on the best available information. The Engineer is not responsible for any errors or omissions in the field data or for any consequences that may result from the use of this information.

KEEVER PASS  
 8.5 X 100.00  
 85.00 X 100.00

OXON PASS  
 17.00 X 100.00

33  
 0.8 AC. ACRES  
 F.F. ELEV. 842.0

20  
 1.2714 AC  
 F.F. ELEV. 832.0

21  
 1.2124 AC  
 F.F. ELEV. 827.0

22  
 1.0713 AC  
 F.F. ELEV. 840.0

**AREA SUMMARY**

R/W	2,201.3 AC
LD	4,189.6 AC
TOTAL AREA	6,390.9 AC
SEC 1 PM 1A	10.524 AC
SEC 1 PM 1B	1.138 AC
SEC 1 PM 1C	1.138 AC
TOTAL AREA	148.800 AC

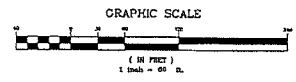
**ROADWAY LENGTH SUMMARY**

OXON PASS	1,444.75'
-----------	-----------

**CURVE TABLE**

CHANG	ANGLE	DEG. CA	LENGTH	CHORD	CHORD BEARING
C1	170.00	170.00	170.00	170.00	170.00
C2	170.00	170.00	170.00	170.00	170.00
C3	170.00	170.00	170.00	170.00	170.00
C4	170.00	170.00	170.00	170.00	170.00
C5	170.00	170.00	170.00	170.00	170.00
C6	170.00	170.00	170.00	170.00	170.00
C7	170.00	170.00	170.00	170.00	170.00
C8	170.00	170.00	170.00	170.00	170.00
C9	170.00	170.00	170.00	170.00	170.00
C10	170.00	170.00	170.00	170.00	170.00
C11	170.00	170.00	170.00	170.00	170.00
C12	170.00	170.00	170.00	170.00	170.00
C13	170.00	170.00	170.00	170.00	170.00
C14	170.00	170.00	170.00	170.00	170.00
C15	170.00	170.00	170.00	170.00	170.00
C16	170.00	170.00	170.00	170.00	170.00
C17	170.00	170.00	170.00	170.00	170.00
C18	170.00	170.00	170.00	170.00	170.00
C19	170.00	170.00	170.00	170.00	170.00
C20	170.00	170.00	170.00	170.00	170.00
C21	170.00	170.00	170.00	170.00	170.00
C22	170.00	170.00	170.00	170.00	170.00
C23	170.00	170.00	170.00	170.00	170.00
C24	170.00	170.00	170.00	170.00	170.00
C25	170.00	170.00	170.00	170.00	170.00
C26	170.00	170.00	170.00	170.00	170.00
C27	170.00	170.00	170.00	170.00	170.00
C28	170.00	170.00	170.00	170.00	170.00
C29	170.00	170.00	170.00	170.00	170.00
C30	170.00	170.00	170.00	170.00	170.00

- NOTES:**
1. OCCUPATION IN GENERAL FITS SURVEY EXCEPT WHERE SHOWN.
  2. ALL POINTS INDICATED ARE TO BE SHOWN AND IN GOOD CONDITION UNLESS OTHERWISE NOTED.
  3. H.A.C. = HORIZONTAL OPENING ELEVATIONS.
  4. ROAD PAV. SET ARE 3/4" DIA. REBAR - 30" LONG W/CAP.
  5. F.F. ELEVATIONS ARE PROPOSED ELEVATIONS. ACTUAL ELEVATIONS MAY VARY.
- LEGEND**
- ROAD PAV. SET
  - ▲ H.A.C. SET



PREPARED BY:  
 WYATT & HARRISON, P.C.  
 600 WESSEL DRIVE SUITE 200  
 FAIRFIELD, OHIO 45714-3507  
 TELEPHONE (614) 893-8000  
 FACSIMILE (614) 893-2510  
 FAX (614) 893-2506

OWNER/DEVELOPER  
 THE ESTATES OF KEEVER CREEK  
 SECTION 1 PHASE 2A  
 SECTION 33, TOWNSHIP 4, RANGE 3, B.L.M. HARTLEIGH, TOWNSHIP, WARREN COUNTY, OHIO

Scale 1"=60'  
 Date Feb, 2013

87-84

# Resolution

Number 18-0245

Adopted Date February 20, 2018

## APPROVE APPROPRIATION DECREASES WITHIN VARIOUS FUNDS

WHEREAS, various Departments have cancelled purchase orders that were encumbered and carried over from previous years; and

WHEREAS, the Auditor's Office has advised this Board that any time prior year purchase orders are cancelled an appropriation decrease is necessary; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation decreases within various Department Funds:


\$ 8,527.60	from	#205-6710-400	(BDD – Purchased Services)
\$14,000.00	from	#243-1240-400	(Juvenile – Purchased Services)
\$ 2,821.99	from	#270-1240-400	(Mary Haven Youth Center – Purchased Services)
\$24,000.00	from	#467-3730-317	(Facilities Mgmt. – Cap. Purchases under \$10,000)
\$ 20.00	from	#492-3823-320	(Telecom – Capital Purchases \$10,000 & over)


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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Decrease file  
Developmental Disabilities (file)  
Juvenile (file)  
Telecom (file)  
OMB

# Resolution

Number 18-0246

Adopted Date February 20, 2018

## APPROVE APPROPRIATION DECREASES WITHIN VARIOUS FUNDS

WHEREAS, various Departments have cancelled purchase orders that were encumbered and carried over from previous years; and

WHEREAS, the Auditor's Office has advised this Board that any time prior year purchase orders are cancelled an appropriation decrease is necessary; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation decreases within various Department Funds:

\$ 104.05	from	#101-1500-317	(Records Ctr. – Capital Purchases under \$10,000)
\$ 2,509.95	from	#101-1500-400	(Records Ctr. – Purchased Services)
\$ 1,290.81	from	#205-6710-317	(BDD – Capital Purchases under \$10,000)
\$ 29,153.04	from	#205-6710-400	(BDD – Purchased Services)
\$ 203.06	from	#205-6710-910	(BDD – Other Expense)
\$ 753.58	from	#263-5500-430	(Child Support – Utilities)


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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Decrease file  
Records Center (file)  
Developmental Disabilities (file)  
Child Support (file)  
OMB

# Resolution

Number 18-0247

Adopted Date February 20, 2018

## ACKNOWLEDGE APPROVAL OF APPROPRIATION ADJUSTMENT

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

WHEREAS, it is necessary to approve an appropriation adjustment in order to meet payroll obligations for Juvenile Court; and

NOW THEREFORE BE IT RESOLVED, to acknowledge approval of appropriation adjustment; said adjustment attached hereto and made a part hereof.

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


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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: Auditor   
Juvenile Court (file)  
Appropriation adjustment file  
OMB

APPROVE APPROPRIATION ADJUSTMENT FROM JUVENILE COURT FUND #101-1240  
INTO JUVENILE DETENTION FUND #101-2600

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 1,086.04    from    #101-1240-882            (Juvenile Court – Vacation Leave Payout) ✓  
                  into    #101-2600-882            (Juvenile, Detention – Vacation Leave Payout) ✓

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

M  
M  
M


Resolution adopted this day of February 2018.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tina Osborne, Clerk

App Adj 2.13.18

cc: Auditor \_\_\_\_\_  
Appropriation Adjustment file  
Juvenile Court (file)  
OMB

 2-14-18

# Resolution

Number 18-0248

Adopted Date February 20, 2018

APPROVE OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #101-1112 INTO CHILD SUPPORT ENFORCEMENT AGENCY FUND #263

WHEREAS, the Child Support Enforcement Agency has submitted a request to this Board to transfer the first quarter of their 2018 local share to their Fund #263; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #101-1112 to the Child Support Enforcement Agency Fund #263:

\$57,035.00 from #101-1112-748-9000 (Commissioners Transfers - CSEA)  
into #263-2560-450-9000 (CSEA - County Share)


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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Operational Transfer file  
CSEA (file)  
OMB

# Resolution

Number 18-0249

Adopted Date February 20, 2018

APPROVE OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #101-1110 INTO  
RADIO SYSTEM BOND FUND #368

WHEREAS, an operational transfer is necessary in order to process payment for interest and principal for the Radio System debt; and

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

\$ 68,591.24 from #101-1110-997 (Commissioners - Interest Long Term)  
into #368-9000-999 (Radio System Bonds – Operating Transfers)

\$835,000.00 from #101-1110-997 (Commissioners – Principal)  
into #368-9000-999 (Radio System Bonds – Operating Transfer)

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file) 10  
Operational Transfer file  
Commissioners' file  
OMB

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

# Resolution

Number 18-0250

Adopted Date February 20, 2018

APPROVE SUPPLEMENTAL ADJUSTMENT INTO COMMON PLEAS COURT SPECIAL  
PROJECTS FUND #224

BE IT RESOLVED, to approve the following supplemental appropriation:

\$5,000.00 into 224-1220-133 (Transcripts)

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor VE  
Supplemental Appropriation file  
Common Pleas (file)  
OMB



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

# Resolution

Number 18-0251

Adopted Date February 20, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO TREASURER FUND #101-1130

BE IT RESOLVED, to approve the following supplemental appropriation:

\$16,187.18 into #101-1130-830 (Treasurer – Workers Compensation)

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Tina Osborne, Clerk

cc: Auditor VF  
Supplemental Appropriation file  
Treasurer (file)  
OMB

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

# Resolution

Number 18-0252

Adopted Date February 20, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO FRANKLIN MUNICIPAL FUND  
#101-1271

BE IT RESOLVED, to approve the following supplemental appropriation:

\$9,000.00 into #101-1271-155 (Commissioners – Personal Services, Reimb)

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor Vg  
Supplemental Appropriation file  
Franklin Municipal Court (file)  
OMB (file)

# Resolution

Number 18-0253

Adopted Date February 20, 2018

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO SHERIFF'S OFFICE FUND #630

BE IT RESOLVED, to approve the following supplemental appropriations:

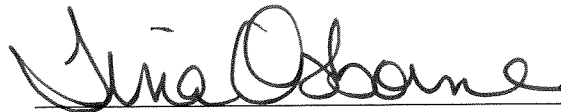
\$157,698.56	into	#630-2251-991	(Reimbursement)
\$55,905.63	into	#630-2258-991	(Reimbursement)
\$33871.42	into	#630-2259-991	(Reimbursement)
\$23,634.51	into	#630-2260-991	(Reimbursement)
\$18,343.16	into	#630-2262-991	(Reimbursement)

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


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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Supplemental App. file  
Sheriff (file)  
OMB

# Resolution

Number 18-0254

Adopted Date February 20, 2018

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #101-1110 INTO COMMON PLEAS COMMUNITY CORRECTIONS FUND #101-1224

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #101-1110 into Common Pleas Community Corrections Fund #101-1224 in order to process a vacation leave payout for Donald Shackelford former employee of Common Pleas Community Corrections:

\$ 6,564.41	from	#101-1110-882	(Commissioners - Vacation Leave Payout)
	into	#101-1224-882	(CP, Community Corrections – Vac. Leave Payout)

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


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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Common Pleas (file)  
Community Corrections (file)  
OMB

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

# Resolution

Number 18-0255

Adopted Date February 20, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMISSIONERS FUND #101-1110

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 68,592.00 from #101-1110-511 (Commissioners – Interest)  
into #101-1110-997 (Commissioners – Operational Transfer)

\$835,000.00 from #101-1110-512 (Commissioners – Principal)  
into #101-1110-997 (Commissioners – Operational Transfer)


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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Commissioners file  
OMB

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

# Resolution

Number 18-0256

Adopted Date February 20, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN FUND FACILITIES  
MANAGEMENT FUND #101-1600

BE IT RESOLVED, to approve an appropriation adjustment:


\$5,000.00      from    #101-1600-430      (Utilities General)  
                         into    #101-1600-855      (Clothing-Personal 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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor VJW  
Appropriation Adj. file  
Facilities Management (file)  
OMB

Clothing2018

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

# Resolution

Number 18-0257

Adopted Date February 20, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN COMMON PLEAS COURT  
COMMUNITY BASED CORRECTIONS FUND #289

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 1,500.00	from #289-1226-400	(Purchased Services)
	into #289-1226-820	(Health Insurance)
\$10,000.00	from #289-1226-400	(Purchased Services)
	into #289-1226-850	(Training, Education)
\$ 4,500.00	from #289-1226-400	(Purchased Services)
	into #289-1226-317	(Capital Purchases under \$10,000)


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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Common Pleas (file)  
Community Corrections (file)  
OMB

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

# Resolution

Number 18-0258

Adopted Date February 20, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN BUILDING AND ZONING  
DEPARTMENT FUND #101-2300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,094.13      from    #101-2300-910      (Other Expense)  
                 into    #101-2300-317      (Capital Purchases under \$10,000)


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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Building/Zoning (file)  
OMB



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

# Resolution

Number 18-0259

Adopted Date February 20, 2018

## AUTHORIZE PAYMENT OF BILLS

BE IT RESOLVED, to authorize payment of bills as submitted on Batches #02/20/2018 001, #02/20/2018 002, #02/20/2018 003, #02/20/2018 004, #02/20/2018 005, #02/20/2018 006, #02/20/2018 007, and #02/20/2018 008; said batches attached hereto and made a part hereof.

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 

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

# Resolution

Number 18-0260

Adopted Date February 20, 2018

APPROVE AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN WARREN COUNTY, OHIO STORM WATER MANAGEMENT PLAN

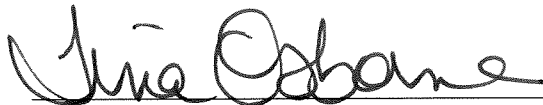
BE IT RESOLVED, upon recommendation by the County Engineer, to approve and authorize the County Administrator to sign the Warren County Ohio, Storm Water Management Plan dated September 11, 2014; copy attached hereto and made a part hereof.

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Engineer (file)  
Stormwater Management file

# **WARREN COUNTY, OHIO**

## **STORM WATER MANAGEMENT PLAN**



Prepared in compliance of:  
Ohio EPA NPDES Phase II General Permit OHQ000003  
Effective Date: September 11, 2014

**APPENDIX K: WARREN COUNTY RULES AND REGULATIONS FOR THE DESIGN OF STORM  
SEWER AND STORMWATER MANAGEMENT SYSTEMS**

**APPENDIX L: STORMWATER BASIN INSPECTION LETTER**

**APPENDIX M: GOOD HOUSEKEEPING TRAINING MANUAL**

## **Executive Summary**

Warren County, Ohio is required to submit a Storm Water Management Plan (SWMP) in accordance with 40 CFR Part 122.32 and Ohio Law. The document outlines the steps Warren County needs to take to develop, implement and enforce a storm water management program designed to reduce the discharge of pollutants to the maximum extent practicable, to protect water quality, and to satisfy the appropriate requirements of the Clean Water Act (CWA) in accordance with the Ohio EPA Phase II program. The SWMP addresses the six minimum control measures as required by state regulations. The original Notice of Intent (NOI) and SWMP were submitted March 10, 2003. The NOI for this permitting cycle was submitted in December of 2014 and the County's permit was issued on January 6, 2015.

## **Legal Authority**

Warren County, Ohio is empowered by certain sections of the Ohio Revised Code to adopt rules and regulations for erosion and sediment control and rules and regulations for the design of storm water management systems. The Villages of Maineville and South Lebanon are empowered by the Ohio Revised Code to adopt ordinances for the same purpose. Warren County has both the fiscal authority and legal resources to fully implement this Storm Water Management Plan.

## **Permit Coverage Area**

This Storm Water Management Plan is written for the Board of Commissioners of Warren County, Ohio. Joining Warren County in this effort as joint permittees are Clearcreek Township, Franklin Township, Hamilton Township, Turtlecreek Township, Union Township and the Villages of Maineville and South Lebanon. These jurisdictions make up the municipal separate storm sewer system (MS4) permit area. A table of organization outlines how these municipalities work with Warren County's cooperating agencies under this permit (Appendix A). The SWMP covers all properties either owned by the Warren County Board of Commissioners or controlled by the Board via easements that lie within an "Urbanized Area", as defined by the U.S. Census Bureau. In general, this includes all legal road rights-of-way and all county owned facilities. Also included are all properties owned by the Boards of Trustees of the aforementioned townships that are in an "Urbanized Area" and all lands within the corporate limits of the Villages of Maineville and South Lebanon. A map of the SWMP area and a list of affected properties are included in Appendices B and C.

## **Reporting Requirements**

Warren County submitted required reports annually during the first two terms of the permit cycle and will continue to do so during this third term. The report will include the status of compliance with the permit conditions, an assessment of the appropriateness of the best

- 4) Construction Site Runoff Control
- 5) Post Construction Storm Water Management in New Development/ Redevelopment
- 6) Pollution Prevention/Good Housekeeping.

Each MCM is detailed in the plan to follow. The plan identifies the party responsible for each BMP and describes the implementation approach and measurable goals for each MCM.

*Public Education/Outreach Measurable Goals*

BMP	Strategy	Measurable Goal	Responsible Party
School Programs	WCSWCD will educate school age children and young adults (preK-12) about storm water and pollution prevention in line with state curriculum standards.	<u>On-going</u> <ul style="list-style-type: none"> <li>- Conduct classroom presentations that use dynamic and interactive activities to educate children and young adults about water quality.</li> <li>- Train teachers on the use of water quality curriculum.</li> </ul>	Warren County Soil and Water Conservation District
Multi-media Outreach	WCSWCD will continue with public education and outreach strategies that positively impact the public's knowledge of storm water and pollution prevention.	<u>On-going</u> <ul style="list-style-type: none"> <li>- Track the use of social media, brochures, and fact sheets that are used to reach the general public and more specific audiences with storm water messages.</li> <li>- Maintain and update two websites (one local and one regional) with pertinent storm water information and track annual visitors to the sites:                             <ol style="list-style-type: none"> <li>1. warrenswcd.com</li> <li>2. savelocalwaters.org</li> </ol> </li> <li>- In conjunction with the Regional Storm Water Collaborative, contract with a marketing group to reach 50% of the MS4 population with storm water and pollution prevention messages.</li> </ul>	Warren County Soil and Water Conservation District  Regional Storm Water Collaborative

Public Participation/Involvement Measurable Goals

BMP	Strategy	Measurable Goal	Responsible Party
Volunteer & Participation Opportunities	WCSWCD will involve the public with activities that have a positive impact on storm water quality.	<u>On-going</u> <ul style="list-style-type: none"> <li>- Install and maintain storm drain tags</li> <li>- Facilitate and/or co-host stream clean-ups as requested by residents or groups.</li> </ul>	Warren County Soil and Water Conservation District
Storm Water Conference / *Field Day	WCSWCD will reach the development community through workshops.	<u>On-going</u> <ul style="list-style-type: none"> <li>- Host or sponsor a workshop that educates the development community, consultants, and storm water management professionals and track attendees.</li> </ul>	Warren County Soil and Water Conservation District as a sponsor or host.
Festivals and Special Events	<p>WCSWCD will participate in local festivals to reach visitors with information about storm water.</p> <p>WCSWCD will provide residents with the opportunity to learn about storm water topics.</p>	<u>On-going</u> <ul style="list-style-type: none"> <li>- Present educational materials and activities to festival and special event attendees by using interactive displays and brochures and track number of interactions.</li> </ul> <u>Annually</u> <ul style="list-style-type: none"> <li>- Host clinics that educate homeowners about pond ownership, storm water maintenance, rain barrels, or other topics.</li> </ul>	<p>Warren County Soil and Water Conservation District</p> <p>Warren County Engineer's Office/ Stormwater District and Warren County Soil and Water Conservation District</p>
Pollution Reporting	Encourage residents to report pollution to the Ohio EPA pollution reporting hotline.	<u>On-going</u> <ul style="list-style-type: none"> <li>- Track calls received and forward to Ohio EPA when necessary.</li> </ul>	Warren County Soil and Water Conservation District



*Illicit Discharge Elimination Measurable Goals*

BMP	Strategy	Measurable Goal	Responsible Party
HSTS Inspections and Regulations	WCCHD will continue to enforce regulations, updating them if necessary, and will continue to conduct inspections.	<u>On-going</u> <ul style="list-style-type: none"> <li>- Continue the political effort toward putting all existing systems on operating permits.</li> <li>- Work with villages to develop, adopt, and implement ordinances that cover illicit discharges.</li> <li>- Inspect HSTSs that are on operating permits by conducting yearly inspections of systems with motors and tri-annual inspections of other systems.</li> </ul>	Warren County Combined Health District
System Map	WCEO will maintain an electronic map of Warren County's MS4.	<u>Ongoing</u> <ul style="list-style-type: none"> <li>- Add new infrastructure to the map as it is installed.</li> </ul>	Warren County Engineer's Office
HSTS Map and List	WCEO will continue the effort to map Warren County's HSTSs.	<u>Ongoing</u> <ul style="list-style-type: none"> <li>- Maintain the map so that it is representative of what is in the field.</li> </ul>	Warren County Engineer's Office
IDDE Plan	Utilize staff and resident reports to track and eliminate illicit discharges.	<u>Annually</u> <ul style="list-style-type: none"> <li>- Send out a memo or directive instructing field crews to report IDDEs.</li> </ul> <u>Ongoing</u> <ul style="list-style-type: none"> <li>- Track IDDE reports using an electronic form.</li> </ul>	Warren County Engineer's Office  Warren County Engineer's Office/ Warren County Soil and Water Conservation District
Dry-Weather Screening of Outfalls	WCEO/WCSWCD will conduct dry weather screening of all outfalls that discharge into Warren County's MS4, noting any non-storm flows.	<u>2014-2019</u> <ul style="list-style-type: none"> <li>- Conduct initial dry weather screening of all outfalls.</li> <li>- Track screenings and illicit discharges in GIS.</li> </ul>	Warren County Engineer's Office/ Warren County Soil and Water Conservation District

*Construction Site Runoff Control Measurable Goals*

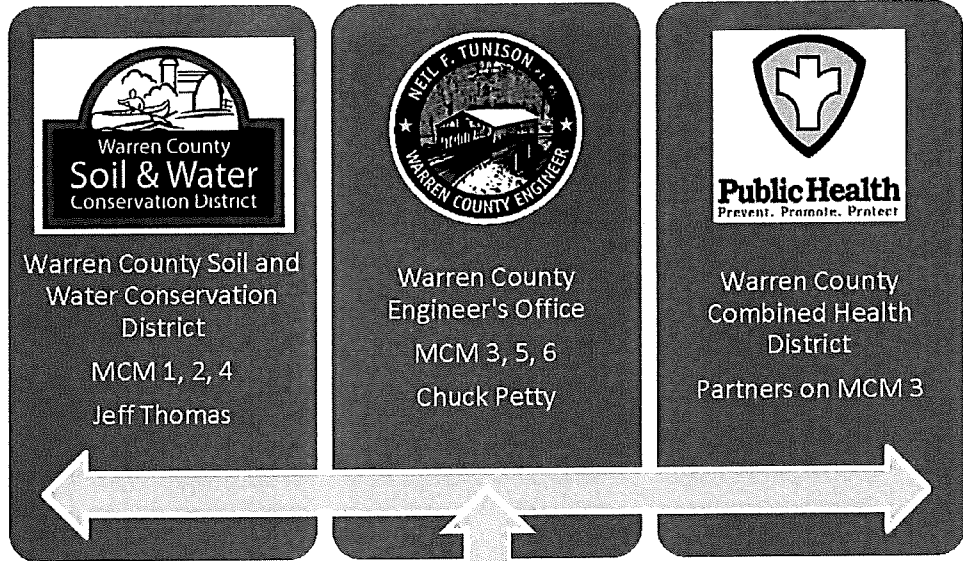
BMP	Strategy	Measurable Goal	Responsible Party
On-going Programs	WCSWCD will maintain the District's program of construction site runoff control.	<u>On-going</u> <ul style="list-style-type: none"> <li>- Continue to administer the regulations.</li> <li>- Respond to all complaints and track the number of complaints received and responded to.</li> <li>- Review plans for all projects greater than one acre in size.</li> <li>- Inspect all active sites in accordance with the inspection frequency policy.</li> <li>- Enforce compliance by using performance bonds and stop work orders as warranted.</li> </ul>	Warren County Soil and Water Conservation District
Regulatory Mechanism	WCSWCD will review county regulations and monitor the state permit for changes.	<u>On-going</u> <ul style="list-style-type: none"> <li>- If county regulations are not in compliance with Ohio State regulations then the WCSWCD will work with the BOCC to revise the local regulations within two years of the state issuing theirs.</li> </ul>	Warren County Soil and Water Conservation District
Policy	WCSWCD will develop and implement policies in accordance with the permit.	<u>On-going</u> <ul style="list-style-type: none"> <li>- Implement District policy on frequency of inspections.</li> <li>- Implement District policy for receiving public input.</li> </ul>	Warren County Soil and Water Conservation District

*Post Construction Storm Water Management Measurable Goals*

BMP	Strategy	Measurable Goal	Responsible Party
On-going Programs	Warren County will continue to implement existing programs that have a positive impact on post-construction water quality and quantity.	<u>On-going</u> <ul style="list-style-type: none"> <li>- Continue site plan reviews for post-construction storm water runoff and record number of plans reviewed.</li> <li>- Continue post-construction storm water BMP maintenance inspections.</li> </ul>	Warren County Engineer's Office  Warren County Soil and Water Conservation District
Regulatory Mechanism	Warren County will update regulations and processes to meet permit requirements.	<u>2017</u> <ul style="list-style-type: none"> <li>- Propose revised Warren County Rules and Regulations for the Design of Storm Sewer and Storm Water Management Systems to the county prosecutor for review.</li> <li>- Present regulations to the Board of County Commissioners for adoption.</li> </ul> <u>On-going</u> <ul style="list-style-type: none"> <li>- Require O&amp;M plans and agreements for applicable sites.</li> </ul>	Warren County Engineer's Office

*Pollution Prevention Measurable Goals*

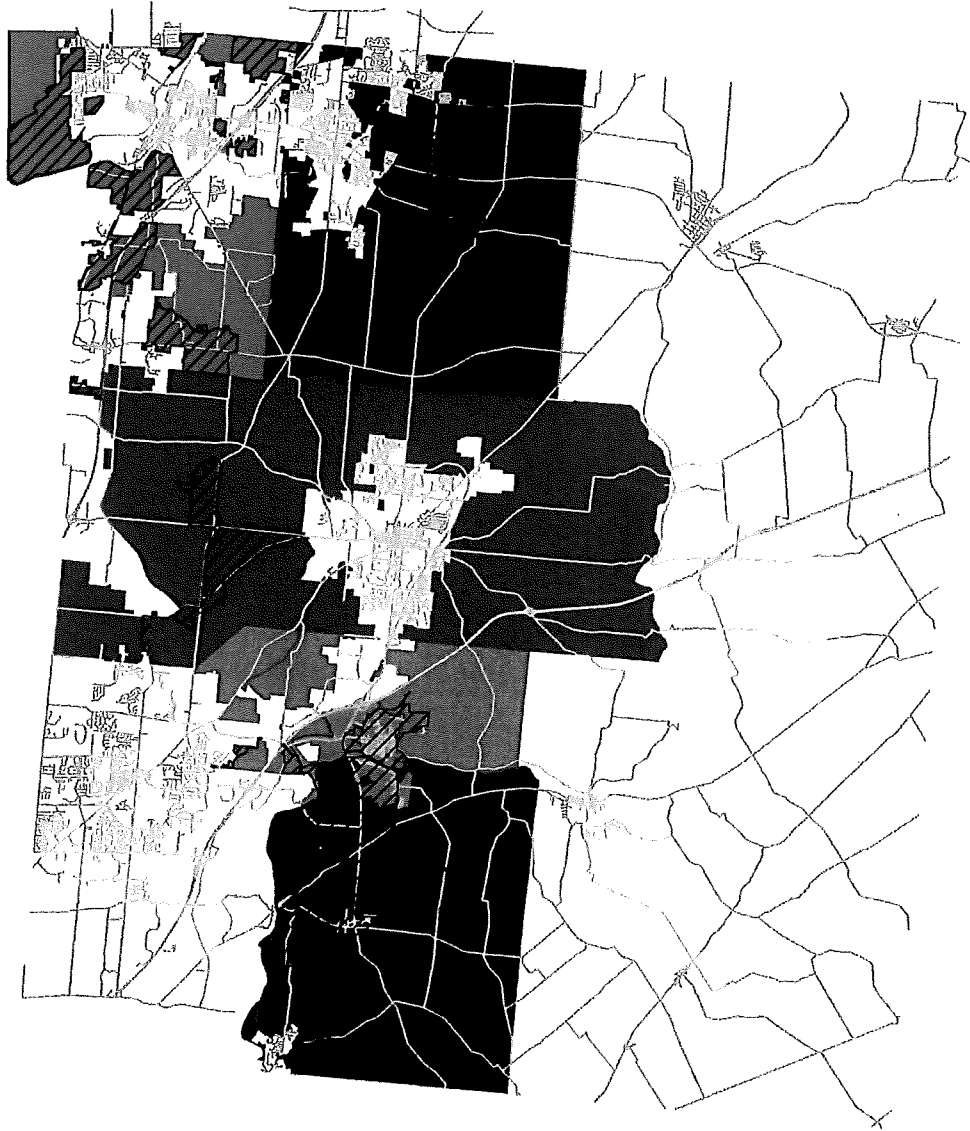
BMP	Strategy	Measurable Goal	Responsible Party
On-going Programs	WCEO will continue to implement Pollution Prevention/Good Housekeeping practices that positively impact municipal employees' storm water education and promote responsible practices.	<u>On-going</u> <ul style="list-style-type: none"> <li>- Continue to recycle and track oil recycled/recovered.</li> <li>- Track road salt usage during this permit cycle.</li> <li>- Track pesticide/herbicide usage during this permit cycle.</li> <li>- Continue road sweeping program and assess the need to expand the program.</li> </ul>	Warren County Engineer's Office
Municipal Facility Pollution Prevention Plan	WCEO will create pollution prevention plans for each of its municipal facilities.	<u>2009</u> <ul style="list-style-type: none"> <li>- Initiated process to conduct walk-throughs, and began pollution prevention plans for county facilities.</li> </ul> <u>On-going</u> <ul style="list-style-type: none"> <li>- Prepare and update pollution prevention plans for the Highway Department, Maintenance Garage, the Parks Department and other MS4 co-permittees.</li> </ul>	Warren County Engineer's Office/ Warren County Soil and Water Conservation District
Training	WCSWCD will continue to educate employees using a variety of methods.	<u>Annually</u> <ul style="list-style-type: none"> <li>- Educate 20% of applicable employees each year.</li> </ul>	Warren County Soil and Water Conservation District
On-going Maintenance	WCEO maintenance activities are performed on an as-needed basis.	<u>On-going</u> <ul style="list-style-type: none"> <li>- Record maintenance activities to allow for analysis and future planning of system maintenance.</li> </ul>	Warren County Engineer's Office
Pollution Prevention Structural Projects	WCSWCD will use municipal rain gardens to promote and gather information on flood management.	<u>On-going</u> <ul style="list-style-type: none"> <li>- Maintain rain gardens for pollution prevention and education purposes.</li> </ul>	Warren County Soil and Water Conservation District



MS4 Entities		
<p><b>Warren County Commissioners</b></p>	<p><b>Townships:</b></p> <p>Clearcreek Franklin Hamilton Turtlecreek Union</p>	<p><b>Villages:</b></p> <p>Maineville South Lebanon</p>








MS4 Table of Organization  
Warren County, Ohio

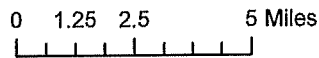
# Warren County, Ohio MS4 Areas






## Legend

### MS4 Municipalities

-  Clearcreek Township
-  Franklin Township
-  Hamilton Township
-  Maineville
-  South Lebanon
-  Turtlecreek Township
-  Union Township



## Legend

-  Urbanizing Areas
-  Municipal Boundaries
-  Roads

### MS4 Facilities Potentially Subject to Good Housekeeping Practices

Municipality	Facility	Contact/Agency	Address	City	State	Zip	Parcel ID
Clearcreek Township	Road Maintenance Facility	Scott Smith	7593 Bunnell Hill Rd.	Springboro	OH	45066	4012760310
Franklin Township	Maintenance Garage	Rob Rose	418 Fairview Dr.	Franklin	OH	45005	1284770010
Hamilton Township	Testerman Park and Maintenance Facility	Kenny Hickey	8373 Maineville Rd.	Maineville	OH	45039	16032510010
Turtlecreek Township	Fire Department and Administration Building	Chief Steve Flint	670 N. State Route 123	Lebanon	OH	45036	12122000360
Union Township	Road Department	Sharon Lawhorn	Access off Mary Lane	South Lebanon	OH	45065	13323760150
Village of South Lebanon	Maintenance Garage	Village Administrator Jerry Haddix	342 Railroad St.	South Lebanon	OH	45065	12014280030
Village of Maineville	Maintenance and Storage Facility	Zoning Inspector, Jackie Terwilleger	8188 S. State Route 48	Maineville	OH	45039	16032270010
Warren County	Armco Park	Larry Easterly- Park District	1223 N. St. Rt. 741	Lebanon	OH	45036	8193000090
Warren County	Garage	Chief Mechanic Andy Russell	1433 St. Rt. 63	Lebanon	OH	45036	12112000010
Warren County	Highway Department	Deputy of Operations Mark Dawson	105 Markey Rd.	Lebanon	OH	45036	12123000050
Warren County	Landen-Deerfield Park	Larry Easterly- Park District	2258 W US 22 & 3	Maineville	OH	45039	16152510060



**Division of Surface Water - Notice of Intent (NOI) For Coverage Under Ohio Environmental Protection Agency General NPDES Permit**

*(Read accompanying instructions carefully before completing this form.)*

*Submission of this NOI constitutes notice that the party identified in Section I of this form intends to be authorized to discharge into state surface waters under Ohio EPA's NPDES general permit program. Becoming a permittee obligates a discharger to comply with the terms and conditions of the permit. Complete all information as indicated by the instructions. Do not use correction fluid on this form. Forms transmitted by fax will not be accepted. A check for the amount must accompany this form and be made payable to "Treasurer, State of Ohio." (See the fee table in Attachment C of the NOI instructions for the appropriate processing fee.)*

**I. Applicant Information/Mailing Address**

Company (Applicant) Name: Board of Warren County Commissioners

Mailing (Applicant) Address: 406 Justice Dr.

City: Lebanon

State: OH

Zip Code: 45036

Contact Person: Charles E. Petty P.E.

Phone: (513) 695-3309

Fax: (513) 695-3323

Contact E-mail Address: Charles.Petty@co.warren.oh.us

**II. Facility/Site Location Information**

Facility Name: Warren County MS4

Facility Address/Location: Warren County, Ohio

City: Lebanon

State: Ohio

Zip Code: 45036

County(ies): Warren

Township(s): Clear., Frank., Ham., Turtle., Un., Maine, S. Leb.

Facility Contact Person: Charles Petty

Phone: (513) 695-3309

Fax: (513) 695-3323

Facility Contact E-mail Address: Charles.Petty@co.warren.oh.us

*(For Construction & Coal, must complete lat/long & attach map)* Latitude: Click here to enter text.

Longitude: Click here to enter text.

Receiving Stream or MS4: Little Miami River

**III. General Permit Information**

General Permit Number: OHQ000003 Small MS4

Initial Coverage:  Renewal Coverage:

Cost of Activity: Small MS4 Fee = \$200

SIC Code(s): Click here to enter text.

Existing NPDES Permit Number: 1Gq00059\*BG

ODNR Coal Mining Application Number:

If Household Sewage Treatment System, is system for:  new home construction or  replacement of failed

Outfall:	Design Flow (MGD):	Associated Permit Effluent Table:	Latitude:	Longitude:
#.	Flow.	Choose an item.	Click here.	Click here.

Are These Permits Required? PTI No Individual 401 Water Quality Certification No

Isolated Wetland No USACE Nationwide Permit No Individual NPDES Choose item.

Proposed Project Start Date: Click here to enter a date. Estimated Completion Date: Click here to enter a date.

Total Land Disturbance (Acres): MS4 Drainage Area (Sq. Miles): 5.03

**IV. Payment Information**

Check #: 6 1057587

Check Amount: \$200.00

Date of Check: 12-23-14

For Ohio EPA Use Only

Check ID (OFA): \_\_\_\_\_ ORG #: \_\_\_\_\_

Rev ID: \_\_\_\_\_ DOC #: \_\_\_\_\_

*I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.*

Applicant Name: David Gully  
 Applicant Signature: [Signature]

Title: County Admin.

Date: 12-23-14





**Division of Surface Water**  
**Co-Permittee Notice of Intent (NOI) for Coverage Under**  
**Ohio EPA Small MS4 NPDES General Permit**

Submission of this NOI constitutes notice that the party identified in Section I of this form intends to be authorized by Ohio's NPDES Small MS4 general permit. Becoming a permittee obligates a discharger to comply with the terms and conditions of the permit. NOTE: All necessary information must be provided on this form. Read the accompanying instructions carefully before completing the form. Do not use correction fluid on this form. Forms transmitted by fax will not be accepted. There is no fee associated with submitting this form.

**I. Applicant Information/Mailing Address:**

**MS4 (Applicant) Name:** Turtlecreek Township, Warren County Ohio

**Mailing Address:** 406 Justice Dr.

**City:** Lebanon

**State:** Ohio

**Zip Code:** 45036

**MS4 Contact Person:** Charles E. Petty, P.E.

**Phone:** (513) 695-3309

**Fax:** (513) 695-3323

**Contact E-mail Address:** Charles.Petty@co.warren.oh.us

**General Permit Number:** OHQ000003

**Initial Coverage:**

**Renewal Coverage:**

**Existing Ohio EPA Facility Permit Number Requesting Coverage Under:** 1GQ00059\*BG

**II. Initial MS4 Co-Permittee Information**

**Initial MS4 Co-Permittee Name:** Board of Warren County Commissioners

**City:** Lebanon

**State:** Ohio

**Zip Code:** 45036

**MS4 Contact Person:** Charles Petty

**Phone:** (513) 695-3309

**Fax:** (513) 695-3323

**Facility Contact E-mail Address:** Charles.Petty@co.warren.oh.us

**III. Certification**

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of the fine and imprisonment for knowing violations.

**Applicant Name (printed or typed):**

**Title:**

Daniel F. Jones

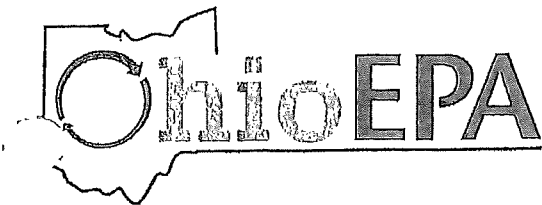
Board President

**Signature:**

**Date:**

*Daniel F. Jones*

11-10-14



**Division of Surface Water**

**Co-Permittee Notice of Intent (NOI) for Coverage Under Ohio EPA Small MS4 NPDES General Permit**

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**I. Applicant Information/Mailing Address:**

**MS4 (Applicant) Name:** Village of South Lebanon, Warren County Ohio

**Mailing Address:** 406 Justice Dr.

<b>City:</b> Lebanon	<b>State:</b> Ohio	<b>Zip Code:</b> 45036
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<b>MS4 Contact Person:</b> Charles E. Petty, P.E.	<b>Phone:</b> (513) 695-3309	<b>Fax:</b> (513) 695-3323
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**Contact E-mail Address:** Charles.Petty@co.warren.oh.us

**General Permit Number:** OHQ000003      **Initial Coverage:**       **Renewal Coverage:**

**Existing Ohio EPA Facility Permit Number Requesting Coverage Under:** 1GQ00059\*BG

**II. Initial MS4 Co-Permittee Information**

**Initial MS4 Co-Permittee Name:** Board of Warren County Commissioners

<b>City:</b> Lebanon	<b>State:</b> Ohio	<b>Zip Code:</b> 45036
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<b>MS4 Contact Person:</b> Charles Petty	<b>Phone:</b> (513) 695-3309	<b>Fax:</b> (513) 695-3323
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**Facility Contact E-mail Address:** Charles.Petty@co.warren.oh.us

**III. Certification**

*I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of the fine and imprisonment for knowing violations.*

<b>Applicant Name (printed or typed):</b> Lowel H. Langford	<b>Title:</b> MAYOR
--	------------------------

<b>Signature:</b> <i>Lowel H. Langford</i>	<b>Date:</b> 10/22/14
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Division of Surface Water  
 Co-Permittee Notice of Intent (NOI) for Coverage Under  
 Ohio EPA Small MS4 NPDES General Permit

Submission of this NOI constitutes notice that the party identified in Section I of this form intends to be authorized by Ohio's NPDES Small MS4 general permit. Becoming a permittee obligates a discharger to comply with the terms and conditions of the permit. NOTE: All necessary information must be provided on this form. Read the accompanying instructions carefully before completing the form. Do not use correction fluid on this form. Forms transmitted by fax will not be accepted. There is no fee associated with submitting this form.

**I. Applicant Information/Mailing Address:**

MS4 (Applicant) Name: Union Township, Warren County Ohio

Mailing Address: 406 Justice Dr.

City: Lebanon	State: Ohio	Zip Code: 45036
MS4 Contact Person: Charles E. Petty, P.E.	Phone: (513) 695-3309	Fax: (513) 695-3323

Contact E-mail Address: Charles.Petty@co.warren.oh.us

General Permit Number: OHQ000003      Initial Coverage:       Renewal Coverage:

Existing Ohio EPA Facility Permit Number Requesting Coverage Under: 1GQ00059\*BG

**II. Initial MS4 Co-Permittee Information**

Initial MS4 Co-Permittee Name: Board of Warren County Commissioners

City: Lebanon	State: Ohio	Zip Code: 45036
MS4 Contact Person: Charles Petty	Phone: (513) 695-3309	Fax: (513) 695-3323

Facility Contact E-mail Address: Charles.Petty@co.warren.oh.us

**III. Certification**

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of the fine and imprisonment for knowing violations.

Applicant Name (printed or typed): Fred Vonderhaar	Title: Trustee
Signature: <i>Fred Vonderhaar</i>	Date: Oct. 20, 2014

## **APPENDIX E: BROCHURE OF EDUCATIONAL SERVICES**

## Free Classroom Programs Kindergarten

### **Fred the Fish**

**Learning Objective:** Fish live in the stream and need clean water.

**Activity:** Journey with Fred down the river and see how pollution can harm his home.

### **Bob and Otto**

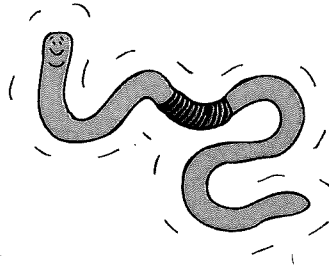
**Learning Objective:** Worms are alive, live in the soil, eat decaying leaves, and help plants grow.

**Activity:** Students are read a book and then get to visit with some live worms.

### **Dress like a Beaver**

**Learning Objective:** Students learn about busy beavers.

**Activity:** Learn about a beaver's habitat and adaptations by dressing like a beaver.



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or [melissa.proffitt@co.warren.oh.us](mailto:melissa.proffitt@co.warren.oh.us)  
Website: [www.WarrenSWCD.com](http://www.WarrenSWCD.com)

# Free Classroom Programs- First and Second Grade

## Grade 1

**How Many Bears Can live in this Forest? Learning Objective:** Living things have basic needs; humans and seasonal change can impact the availability of resources.

**Activity:** Learn about bears by playing a game where students must find their food!

**Ohio Habitats Learning Objective:** Living things interact with their physical environment.

**Activity:** Students will learn Ohio's habitats and will place animals in their rightful habitat.

**Gobble Gobble Learning Objective:** Living things have certain characteristics and use body parts to seek resources.

**Activity:** Students learn about a turkey's habitat, predators, and make a turkey call.

**Henry the Great Blue Heron Learning Objective:** Living things have certain characteristics and use body parts to seek resources.

**Activity:** Henry the Impatient Heron is read and students learn about beak adaptations in birds.

## Grade 2

**Water Cycle Game (*Large space recommended*) Learning Objective:** Water moves in a continuous cycle; students relate terms with properties of water.

**Activity:** Students map their journey in the water cycle with beads.

**Fossils Learning Objective:** Some kinds of individuals that once lived on Earth have completely disappeared.

**Activity:** Observe fossils from rock layers and make a fossil imprint to take home.

**Wiggling Worms Learning Objective:** Earthworms cause changes to the soil which impacts other living things.

**Activity:** Students make observations about live earthworms.

**Beaver Builders Learning Objective:** Students learn about nature's best engineer, the American beaver.

**Activity:** Learn about physical and behavioral adaptations of beavers, and how they change their environment.



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[melissa.proffitt@co.warren.oh.us](mailto:melissa.proffitt@co.warren.oh.us)  
Website: [www.WarrenSWCD.com](http://www.WarrenSWCD.com)

## Free Classroom Programs – Third Grade

**Soil Ingredients Learning Objective:** Students learn that Earth's non-living resources have specific properties.

**Activity:** Students investigate soil particles and learn about the composition of soil by making their own soil play dough to take home.

**Geology Stations Learning Objective:** Rocks have unique characteristics.

**Activity:** Students are given rocks and must determine which type of rocks they have.

**Toil for Oil Learning Objective:** Explore Ohio's renewable vs. nonrenewable resources and relate to conserving our limited resources that are used for energy.

**Activity:** Students experience the increasing difficulty of extracting a limited, nonrenewable resource over several years and will consider and discuss renewable energy sources.

**No Water off a Duck's Back Learning Objective:** Oil is in many products that we need and use. Oil spills occur often with the transportation and drilling for this natural resource.

**Activity:** Students learn about how dependent we are on this resource and how much is available. They also have to clean up an oil spill.

**Buzzy, Buzzy Bee Learning Objective:** Learn about life cycles as well as physical and behavioral traits of organisms.

**Activity:** Be reacquainted with a famous pollinator, why we need them, and play a bee game.

### Animal and Plant Addresses

**Learning Objective:** Plants and animals have physical features that they associate with the environments in which they live.

**Activity:** Students compete by guessing an animal based on life cycle and adaptations clues.



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[melissa.proffitt@co.warren.oh.us](mailto:melissa.proffitt@co.warren.oh.us)  
Website: [www.WarrenSWCD.com](http://www.WarrenSWCD.com)

## Free Classroom Programs– Fourth Grade

**Stream Ecosystem Learning Objective:** Insects found or not found in the stream are water quality indicators. **Activity:** Students learn about how they impact water quality by finding insects in a simulated stream.

**Erosion/Stream Table (needs lab space) Learning Objective:** Geologic processes affect change on the Earth's surface.

**Activity:** A *Riverlab* stream model is used to illustrate different erosion and deposition processes on a natural landscape. *This may also be borrowed.*

**Earth Formations Learning Objective:** Environmental changes, like weathering or erosion, can be constructive, destructive or even neutral.

**Activity:** Students visit five stations and conduct erosion, weathering, physical and/or chemical change experiments.

**Topographic Maps Learning Objective:** Learn about geologic history, including processes like glacial movement that changed the Earth's surface.

**Activity:** Students analyze a topographic map of their school's location and conduct an activity with contour lines.

**Fossils Learning Objective:** Fossils provide a point of comparison between the types of organisms that lived long ago and those that exist today.

**Activity:** Observe fossils from rock layers and make a fossil imprint as well as keep a cast fossil.

### Here Today Gone Tomorrow

**Learning Objective:** Learn about the life of Ohio animals that have disappeared, are endangered or threatened. **Activity:** Students will learn about animals that are in trouble and get to touch some animal skins. (In the fall, we can focus on bats.)



**Fishing for the Future Learning Objective:** Students learn that humans can cause rapid change to ecosystems through over fishing.

**Activity:** Students will do an activity that shows them the consequence of overfishing.

**Turtle Hurdles (large space needed) Learning Objective:** Ecosystems can change gradually or dramatically as with adaptations of sea turtles.

**Activity:** Students will learn about sea turtles then play a game to see that there are many things that can affect the sea turtle's survival.



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Website: [www.WarrenSWCD.com](http://www.WarrenSWCD.com)



# Free Classroom Programs– Fifth and Sixth Grade

## Grade 5

**Decomposers Learning Objective:** Students learn about the decomposer food chain. **Activity:** Students discover nature's sanitation crews and why they are important. Students will also get to take a look at some composting worms that are hard at work.

**Energy Pipeline Learning Objective:** Energy flows through the ecosystem in one direction from plants to decomposers. **Activity:** Students play a game that demonstrates the interactions of organisms resulting in the flow of energy throughout ecosystems.

**Shop Till You Drop! Learning Objective:** Choices people make have both present and future consequences.

**Activity:** Students experience how resources are distributed and used by different people based on access to wealth. Then, they will discuss solutions to address the environmental impacts and to help alleviate poverty.

## Grade 6

**Soil Computer Lab Learning Objective:** Students learn about mapping soils by using the Web Soil Survey to access geological and properties of soil types.

**Activity:** Students learn about soil types around them, reasons to study soil, and become scientists by mapping soil with the on-line Web Soil Survey.

**Soil Testing Learning Objective:** Students use a dichotomous key to test soil.

**Activity:** Students become soil scientists by investigating and testing soil properties with a dichotomous key.

**Soil Layers Learning Objective:** Investigate the different soil horizons while comparing the mineral composition; realize our need for soil conservation.

**Activity:** Students focus on the layers found in soil and glue soil horizons on a card to take home.

**Rock Cycle Game Learning Objective:** Rocks form in different ways and have specific properties. **Activity:** Students become minerals in the rock cycle and learn about everyday uses of rocks and minerals.



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Website: [www.WarrenSWCD.com](http://www.WarrenSWCD.com)

# Free Classroom Programs– Seventh and Eighth Grade

## Grade 7

**Hydrological Cycle Game Learning Objective:** Students learn about the hydraulic cycle, pollution, and problems as pollution can move through the water cycle. **Activity:** Students map their journey in the water cycle with beads and learn about water quality issues that are happening around Ohio.

**Groundwater Model Learning Objective:** Water is collected, stored and removed in groundwater as well as pollution that can contaminate water. **Activity:** A groundwater model is used to show how water flows through rock and what can contaminate the water.

**Stream Field Trip Learning Objective:** Students learn about water quality by doing the following tests: pH, phosphate, nitrate, and macroinvertebrate collecting. **Activity:** Students walk (or are bused) to a local stream to do water quality testing.

**Topographic Maps Learning Objective:** Learn about geologic history, including processes like glacial movement that changed the Earth's surface. **Activity:** Students analyze a topographic map of their school's location and conduct an activity with contour lines.

## Grade 8

**Sink Hole in a Cup Learning Objective:** Students learn about karst formations and sinkholes. **Activity:** Students make sinkholes and monitor changes.

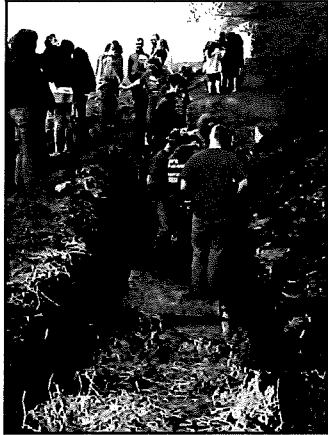
**Geology Table Learning Objective:** Students learn about different geological process and how a combination of constructive and destructive processes shape Earth's surface. **Activity:** Students observe geological formations through an interactive sand table.

**Bottleneck Genes Learning Objective:** Students learn about genetic diversity within a population. **Activity:** Students do an activity calculating genetic diversity in a population and track changes in that population.



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[melissa.proffitt@co.warren.oh.us](mailto:melissa.proffitt@co.warren.oh.us)  
Website: [www.WarrenSWCD.com](http://www.WarrenSWCD.com)

## High School Envirothon Competition

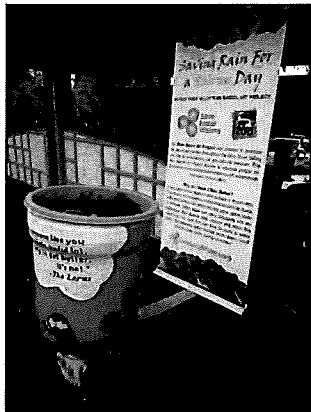
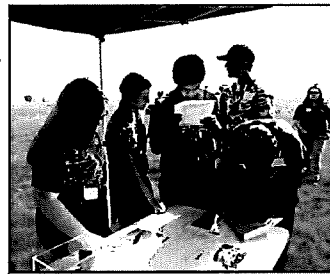


The **ENVIROTHON** is designed to stimulate, reinforce and enhance interest in the environment and natural resources among high school students. Students use critical thinking skills and compete against other schools on the following subjects: **soils, forestry, wildlife, aquatic ecology** and **current environmental issues (CEI)**. In addition, the Envirothon encourages cooperative decision-making and team building.

[www.areaenvirothon.org](http://www.areaenvirothon.org)

## Scholarships

Every year the Warren County Soil and Water Conservation District Board of Supervisors sponsor two scholarship programs. High school seniors can apply for a \$500 scholarship. High school students can also apply to receive a Forestry and Wildlife Camp Scholarship.



## Rain Barrel Painting Program

The Saving Rain for A Sunny Day rain barrel painting program is designed for students to partner with the WCSWCD, The Cincinnati Zoo and [savinglocalwaters.org](http://savinglocalwaters.org) and artfully bring awareness to protecting our local streams and waterways.

For more information on the Envirothon, scholarship programs or scheduling a speaker contact:

Email: [melissa.proffitt@co.warren.oh.us](mailto:melissa.proffitt@co.warren.oh.us)  
or [marta.farrell@co.warren.oh.us](mailto:marta.farrell@co.warren.oh.us)  
Website: [www.WarrenSWCD.com](http://www.WarrenSWCD.com)



**WARREN COUNTY COMBINED HEALTH DISTRICT**  
**SEWAGE TREATMENT SYSTEMS REGULATIONS**

A REGULATION OF THE BOARD OF HEALTH OF THE WARREN COUNTY COMBINED HEALTH DISTRICT PROVIDING FOR THE BONDING AND REGISTERING OF SEWAGE TREATMENT SYSTEM INSTALLERS, SERVICE PROVIDERS, AND SEPTAGE HAULERS; FOR THE REGISTERING OF SOIL SCIENTISTS AND SEWAGE TREATMENT SYSTEM DESIGNERS; FOR THE ISSUANCE OF PERMITS TO INSTALL SEWAGE TREATMENT SYSTEMS; THE ESTABLISHMENT OF STANDARDS REGARDING THE SEPARATION DISTANCE FROM A WATER TABLE AND FOR SOIL ABSORPTION REQUIREMENTS; PROVIDING FOR LOT APPROVAL FOR SEWAGE TREATMENT SYSTEM DEVELOPMENT; PROVIDING FOR THE INSPECTION AND APPROVAL OF HOUSEHOLD SEWAGE TREATMENT SYSTEMS; FOR THE APPROVAL AND INSPECTION OF SMALL FLOW ON-SITE SEWAGE TREATMENT SYSTEMS; AND FOR THE INVESTIGATION AND ABATEMENT OF ANY PUBLIC HEALTH NUISANCE CREATED BY A SEWAGE TREATMENT SYSTEM. THE OPERATION AND MAINTENANCE OF EITHER HOUSEHOLD SEWAGE TREATMENT SYSTEMS OR SMALL FLOW ON-SITE SEWAGE TREATMENT SYSTEMS WILL CONTINUE TO BE ADDRESSED BY THE SEWAGE TREATMENT SYSTEMS OPERATION AND MANGEMENT REGULATION OF THE WARREN COUNTY BOARD OF HEALTH.

WHEREAS, upon notification by the State of Ohio that Chapter 3718 of the Ohio Revised code has been rescinded (excluding Sections 3718.01 and a modified version of Section 3718.03) by Am. Sub. H.B. 119 and that a slightly modified 1977 version of Chapter 3701-29 had been placed back in effect on July 2, and ;

WHEREAS, Am. Sub. H.B. 119 directs the Warren County Board of Health to adopt a local regulation specific to the depth to seasonal water and soil absorption requirements, and is authorized to adopt other more-stringent regulations than the modified version of the 1977 Household Sewage Disposal System Rules (Statewide Interim Sewage Rules) as is felt necessary by the Board to protect the health and welfare of its citizens and to maintain continuity with the Sewage Treatment System Program. It is this Boards intent to keep in mind the economic impact of those more stringent standards on property owners, the state of available technology, and the nature and economics of the available alternatives as directed by H.B. 119. In accordance with Am. Sub. H.B. 119, Chapter 3709-21 of the Ohio Revised Code and in compliance with Sections 319.281 and 3709.91 of the Ohio Revised Code,

**BE IT THEREFORE RESOLVED** as an emergency measure by the Warren County Board of Health of the Warren County Combined Health District as follows:

**Section 1.**            **Chapter 3701-29 of the Ohio Administrative Code (Statewide Interim Sewage Rules)**

Provisions of the Household Sewage Disposal Rules OAC Chapter 3701-29 as adopted by the Director, Ohio Department of Health on July 2, 2007 and to be formalized by the Public Health Council on July 25, 2007 relating to definitions, sewage disposal requirements, subdivisions, installation and operation permits, registration of installers, registration of septic tank cleaners, septic tanks, installation requirements for soil absorption and percolation, leaching tile fields, curtain drains, privy, building sewer, inspections, sewage disposal system abandonment, administrative hearing, variance requirements, and small flow on-site sewage treatment systems in the Warren County Combined Health District unless otherwise revised as more stringent in this regulation.

other similar surface areas.

- 3.9 **“Household Sewage Treatment System (HSTS)”**, previously referred to as a Household Sewage Disposal System, means any sewage treatment system, or part of such a system, that receives sewage from a single-family, two-family, or three-family dwellings or appurtenances including but not limited to an ancillary restroom associated with a dwelling in a location such as a barn, garage, workshop, etc. provided that the restroom is only used by the same users as the dwelling.
- 3.10 **“Limiting Condition”** means a restrictive soil layer, bedrock, a seasonally high perched water table or a normal ground water table.
- 3.11 **“Restrictive Soil Layer”** means a compacted or dense soil layer such as a fragipan, a soil layer with a brittle and firm or very firm consistence, or a soil layer having a massive structure or having a platy structure inherited from bedrock.
- 3.12 **“Septage Hauler”**, previously referred to as a Sewage Tank Cleaner, shall mean any person who is bonded and registered to engage in the collection, transportation, disposal, and land application of domestic septage in the Warren County Combined Health District.
- 3.13 **“Service Provider”** means any person who is bonded and registered to service, but not install or alter, a sewage treatment system in the Warren County Combined Health District.
- 3.14 **“Sewage Treatment System (STS)”** means a Household Sewage Treatment System (HSTS), a Small Flow On-Site Sewage Treatment System (SFOSTS), or both, as applicable.
- 3.15 **“Sewage Treatment System Designer”** means any person who is registered with the Warren County Combined Health District and who has certified he is competent to design small flow on-site sewage treatment systems and alternative sewage treatment systems for use in the Warren County Combined Health District.
- 3.16 **“Sewage Treatment System Installer”** means any person who is bonded and registered to design septic tank/leaching field sewage systems and to install any sewage treatment system, including alternative technology sewage treatment systems, in the Warren County Combined Health District.
- 3.17 **“Small Flow On-Site Sewage Treatment System (SFOSTS)”** means a system, other than a household sewage treatment system, that treats not more than one-thousand (1000) gallons of sewage per day and that does not require a national pollutant discharge elimination system permit issued under section 6111.03 of the Ohio Revised code or an injection well drilling or operating permit issued under section 6111.043 of the Ohio Revised Code.
- 3.18 **“Soil Scientist”** means any person who is registered with the Warren County Combined Health District and who has certified he is competent to conduct Soil Surveys relative to sewage treatment system development in the Warren County Combined Health District.

professional accreditation or certificates he may have in relevant fields. Any person desiring to become registered as a Sewage Treatment System Designer within the Warren County Combined Health District shall sign a registration form attesting that he is capable of designing a small flow on-site sewage treatment system and/or an alternative technology sewage treatment system in accordance with the sewage treatment system regulation within the Warren County Combined Health District. The registration fee shall be established by the Warren County Board of Health by resolution and shall be active from January 1 to December 31 each year.

- 4.6 Any homeowner desiring to install their own sewage treatment system shall post a homeowner's bond with the Warren County Combined Health District in the sum established by the Warren County Board of Health. The homeowner's bond is refundable when final approval of the sewage treatment system is given by the Warren County Combined Health District and shall be valid for a period of two (2) years from the date of issuance of the permit to install the sewage treatment system. If final approval is not secured within that time period, the bond fee shall be forfeit and shall revert to the Warren County Combined Health District.
- 4.7 Any sewage treatment system installer, service provider, septage hauler, soil scientist, or designer who is registered with the Warren County Combined Health District, who is found to not be completing his work in accordance with the Sewage Treatment System Regulations shall be subject to having his registration suspended or revoked by the Warren County Board of Health. A written procedure shall be established and approved by the Health Commissioner for addressing any administrative appeals for any registrant who is advised of his failure to comply with said rules allowing sufficient time for the registrant to correct the problems before the matter would be brought to the Board of Health for final action. A similar written procedure shall be established and approved by the Health Commissioner for the fair investigation of any bond claims filed by property owners against any person bonded by the Warren County Combined Health District for failure to perform their work in an acceptable manner.

## **Section 5.**

### **Separation Distance from a Water Table**

- 5.1 Soil absorption systems shall not be permitted where the depth to normal ground water table is less than four (4) feet below the bottom of the proposed soil absorption system.
- 5.2 Soil absorption systems shall not be permitted where the depth to a seasonally high perched water table is less than zero (0) inches below the bottom of the proposed soil absorption system.

## **Section 6.**

### **Site and Soil Evaluations**

- 6.1 A registered soil scientist shall conduct a site and soil evaluation of any proposed lot for development with a sewage treatment system. That site and soil evaluation shall document the following:
- A.) Designation of the described soil boring and/or excavation locations on a scaled site drawing that shall include the following:

**Section 7.**      **Soil Absorption Field Requirements**

7.1 Soil absorption fields utilizing gravity-fed leaching lines shall be sized in accordance with Table 1 and the Soil Interpretation Guide for Leaching Systems in Warren County, Ohio, found in the appendix of this regulation. Generally speaking, the following sizing mechanism shall be used when sizing leaching fields per bedroom of the proposed one, two, or three family dwelling:

<u>Soil Limitation</u>	<u># of Bedrooms</u>	<u>Total Lineal Ft. of Trench (min.)</u>
Slight	2 (min.)	200 ft. /bedroom
Moderate	2 (min.)	300 ft. /bedroom
Severe	2 (min.)	400 ft. /bedroom

7.2 All small flow on-site sewage treatment systems and all alternative technology systems shall be sized based on the linear loading rates specified by the "Tyler's Table" in the appendix of this regulation taken from the document Designing with Soil: Development and Use of Wastewater Hydraulic Linear and Infiltration Loading Rate Table. E. Jerry Tyler and Laura Kramer Kuns, 2000 Conference Proceedings, NOWRA, Grand Rapids, MI or any specific loading rates established by either ODH or the Technical Advisory Committee (TAC) in the approval of alternative technology sewage treatment systems.

**Section 8.**      **Layout Plans, Design Plans, and As-Built Records**

8.1 A registered sewage treatment system installer shall submit a layout plan for any proposed septic tank/leaching lines sewage treatment system with the installation permit application. The layout plan shall include the following:

A.) A site plan drawn to scale on eight and a half by eleven inch paper showing the septic tank/leaching line system layout elevations corresponding to flagged or staked locations at the site. The system will be laid out within the specified area indicted as suitable by the soil scientist and subsequently approved by this office. The designated sewage treatment system area(s) shall be protected from disturbances. The site plan shall also indicate horizontal isolation distances and include the designated area for complete relocation and replacement of the household sewage treatment system.

B.) The layout plan shall clearly indicate the sewage treatment system configuration with absorption area dimensions and shall include information on the size and manufacturer of any proposed tank, distribution component materials, and diversion devices.

8.2 Prior to the issuance of any installation permit, the Warren County Combined Health District shall conduct an on-site layout plan evaluation to determine that the proposed septic tank/leaching line system is in the area previously approved for the installation during the soil survey process, that the proposed layout is on contour and not in violation of any horizontal isolation distances on either this lot or a neighboring lot. It shall be the joint responsibility of the owner and builder to have the property lines clearly delineated during this layout evaluation. If it is determined at a later date that there is a violation of

within fifty feet of the proposed sewage treatment system and replacement area including any other characteristics or obstructions that may effect the installation or operation of the sewage treatment system.

- (8) Means of access for operating and maintenance equipment to service the sewage treatment system.
- (9) Enlarged plan view drawings of the sewage treatment system components if the site plan scale does not allow for sufficient detail.
- (10) Profile drawing showing elevations relative to surface grade sufficient to demonstrate compliance with this chapter including the invert elevations necessary to assess the hydraulic profile of the sewage treatment system components.
- (11) Plan and section views for the sewage treatment system components and/or attachments of component and material specification information.
- (12) Installation and Operating & Maintenance instructions.
- (13) Plan notes requiring that the registered sewage treatment system installer consult with the designer regarding any intended changes to the plan and requiring installer/designer coordination on the provision of any accurate as-built record. The Warren County Combined Health District must approve any proposed change to the design plan before the work is completed.

**8.4** Prior to the issuance of any installation permit, the Warren County Combined Health District shall conduct an on-site design plan evaluation to determine that the proposed alternative technology sewage treatment system is in the area previously approved for the installation during the soil survey process, that the proposed sewage treatment system is designed for the contour and topography of the site, and distances as specified in this rule. Once the proposed design is approved, the installation permit may be applied for and issued and it shall be valid for one (1) year from the date of issuance.

**8.5** An as-built record shall be required to be completed by the registered sewage treatment system installer immediately upon completion of the sewage treatment system installation and shall be available for the inspector at the time of the requested construction inspection. The as-built record shall include the following:

- A.) A legible record on an eight and a half inch by eleven inch page with copies provided to both the homeowner and to the Warren County Combined Health District for inclusion in the permit file. Use of a layout plan or design plan documents or as-built template forms may be acceptable.
- B.) A designated vertical and horizontal reference point or benchmark with its location marked at the site.
- C.) Plan view drawing with elevations for installed sewage treatment system components per the layout plan or design plan.
- D.) Profile drawings with pipe and component elevations to confirm depths for hydraulic flow, freeze protection, and other related installation



vehicle permit.

**Section 10**

**Construction Standards for Leaching Tile Field Sewage Treatment Systems**

- 10.1** The minimum width of any leaching trench shall be twelve (12) inches.
- 10.2** The minimum distance between any leaching line and any drain line, including curtain drains, located on the lot shall be ten (10) feet.
- 10.3** All other leaching tile field construction standards as cited in Section 3701-29-11 of the Ohio Administrative Code (Statewide Interim Sewage Rules) and any new standards approved by the Ohio Department of Health and/or the Technical Advisory Committee (TAC) shall apply.
- 10.4** The installation of 8-inch gravel-less leaching field tubing within the Warren County Combined Health District shall be completed in accordance with both these rules and the manufacturer's guidelines for the installation of their product.
- 10.5** Earthen dams used in leaching trenches shall consist of undisturbed or tightly compacted soil. Elevation of dams must be adequate to allow wastewater to build up to within two (2) inches but not more than four (4) inches of the top of the tile in the preceding leach line and then overflow to the next leach line. The use of earthen dams shall occur at the end of each leaching lateral before the line drops in elevation to the next lateral, so as to comply with specified minimum and maximum depth requirements. Dams installed in the length of the leaching lateral in an attempt to compensate for the line not having been installed on contour are unacceptable. The length of the dam shall not count towards the required lineal footage of leaching lines.
- 10.6** Leaching trenches in excess of one hundred (100) feet in length shall not exceed a maximum of six (6) inches of fall in its entire length.
- 10.7** Any mechanical device used in a sewage treatment system shall be equipped, at a minimum, with an alarm device with both visible and audible functions to indicate a malfunction. Alarms and control devices shall be on a separate, frequently used circuit, from the dedicated circuits for the mechanical device they are monitoring or controlling. Alarms and control panels shall be mounted in an easily accessible exterior location and shall include written instructions related to standard operation and alarm events that shall be provided to the homeowner.
- 10.8** Leaching trenches and any other effluent dispersal component shall be installed on contour and shall not be installed on slopes in excess of fifteen (15%) per cent unless that component has been approved to be installed on a steeper slope by either the Ohio Department of Health or the Technical Advisory Committee (TAC).
- 10.9** All components of a sewage treatment system shall be installed at a sufficient depth to prevent damage to components or operational failures due to freezing temperatures.

sanitary sewer is certain to be accessible in the near future. This means having on file a letter from either the County or City Sanitary Engineer outlining the construction time-table of the proposed sewer.

**13.3** Sewage holding tanks shall comply with the following design requirements:

- A.) The minimum capacity of sewage holding tanks shall be two-thousand (2000) gallons. The total capacity may be divided between two tanks or compartments.
- B.) Tanks shall be installed with a minimum of one secured overlapping cover extended to grade to provide access to each compartment of the tank for cleaning purposes. The cover shall have a minimum inside diameter of ten (10) inches.
- C.) Tanks shall be located only where the tank and surrounding area can be maintained in a sanitary condition and so located that it is easily accessible for cleaning.
- D.) Tanks shall be water-tight and installed level to insure equal distribution of the load upon the tank. The tank shall be adequately supported and bedded in sand or anchored to prevent floatation.
- E.) Tanks shall be installed below the frost line, insulated, or otherwise protected in a manner acceptable to the Warren County Combined Health District.

**13.4** All sewage shall be discharged into the sewage holding tank unless otherwise authorized by the Warren County Combined Health District.

**13.5** A plan of maintenance shall be filed with the Warren County Combined Health District which specifies the holding tank pumping/cleaning schedule on a one (1) year minimum binding contract with a bonded and registered septage hauler.

**13.6** Within ninety (90) days after a public sanitary sewer is made available to the property, connection to the public sanitary sewer must be made and the holding tank abandoned. Abandonment means pumping out the contents of the sewage holding tank, crushing the top of the tank, pulling in one wall and end or one corner of the tank, then backfilling with gravel or some other inert fill material.

**13.7** In the case of an existing dwelling, when no other means of sewage disposal is available, the Health Commissioner of the Warren County Combined Health District may authorize the installation of a sewage holding tank. The installation shall meet all other applicable requirements of Section 13 of this regulation.

**Section 14.**

**General Prohibitions**

**14.1** Privy Vaults or "Outhouses" shall not be permitted within the Warren County Combined Health District for one, two, or three family dwellings as the use of a privy or "outhouse" for household waste disposal constitutes a violation of

**Section 18.**      **Date of Effect**

All regulations and sections of this regulation shall be in full force and effect immediately upon the effective date after its adoption.

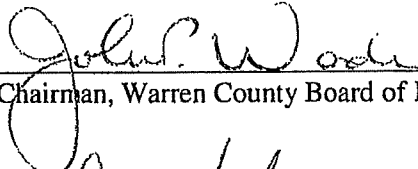
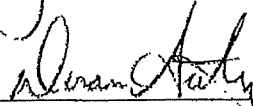
**Section 19.**      **Effect of Partial Invalidity**

Should any part of this regulation be declared to be less stringent than Chapter 3701-29 of the Ohio Administrative Code by the Ohio Department of Health, the remainder of this regulation shall not be affected thereby. Should any part of this regulation be declared unconstitutional for any reason, the remainder of this regulation shall not be affected hereby.

Adopted by the Board of Health of the Warren County Combined Health District this 18<sup>th</sup> day of October, 2007.

Effective date: November 15, 2007

Copies of the incorporated laws and rules are on file with the Health Commissioner and in the county law library.

<u>10-18-07</u> Date	<u></u> Chairman, Warren County Board of Health
<u>10-18-07</u> Date	<u></u> Warren County Health Commissioner

SOIL INTERPRETATIONS FOR LEACHING SYSTEMS IN WARREN COUNTY

Introduction – The following soil interpretations for onsite sewage disposal were developed by using the Soil Survey of Warren County and Limitation Evaluation of Ohio Soils for Sewage Effluent Absorption published by the Ohio Department of Health. The listed soil types do not take into consideration slope – except on those soils which are only found on slopes greater than 12%. However, the Soil Survey does delineate slope. Slopes are identified by the capital letter following the soil symbol, and can be determined on an individual basis. The letters identify slopes as follows:

- A – 0-2%
- B – 2-6%
- C – 6-12%
- D – 12-18%
- E – 18-25%
- F – greater than 25%

I SLIGHT LIMITATIONS

Crider  
Parke

II SLIGHT OR MODERATE LIMITATIONS BUT SUBJECT TO UNDERGROUND WATER CONTAMINATION

Casco	Princeton	Williamsburg – moderate
Fox	Warsaw	
Ockley	Wea	

III MODERATE LIMITATIONS DUE TO PERMEABILITY

Alford

IV SEVERE LIMITATIONS DUE TO MODERATELY SLOW PERMEABILITY

Cincinnati	Miamian
Hickory	Miamian-Russell complex
Kendallville	Russell-Miamian complex

V SEVERE LIMITATIONS – SHALLOW TO BEDROCK

Eden complex  
Platville  
Wynn

VI SEVERE LIMITATIONS – SUBJECT TO FLOODING

Abscota	Genesee	Shoals
Algiers	Lanier	Sloan
Eel	Ross	

VII SEVERE LIMITATIONS DUE TO SLOPE (Slopes greater than 12%)

Casco-Rodman complex	Hennepin	Miamian-Hennepin complex
Fairmont-Eden complex	Hennepin-Miamian complex	Rodman & Casco gravelly loams
Fox-Casco complex	Hickory-Fairmont complex	

The common limitation for these soils is slope. Soils in this group are only found on slopes in excess of 12% in Warren County. We recommend that onsite sewage disposal systems not be installed on slopes greater than 12%, even though code allows a slope of 15%. Slopes in excess of 12% pose both a safety problem for the installer as well as erosion issues resulting in soil depth problems. If the soil depth is adequate, these soils will have a severe rating.

Group VIII

Soils in this group have two common limiting factors. They have moderately slow permeability and a seasonally high perched water table located less than three feet below the ground surface. A perched water table is a severe inhibitor to good soil percolation. Leach lines installed in the seasonally high perched water table in some of these soils would be under water a portion of each year. Leaching systems on these soils should be kept shallow to avoid the seasonally high perched water table and should meet the severe permeability leach line length. Curtain drains with adequate outlets are needed.

Group IX

These soils are delineated in the ODH Limitation evaluation of Ohio Soils for Sewage Effluent Absorption as having a very severe rating due to slow permeability and seasonally high perched water tables. Presumably, limitations in these soils are too great to overcome for leaching line installations. These soils will require maximum elevation with a mound system coupled with the use of a curtain drain to have the remote chance of functioning properly. The Brookston and Blanchester soils have very good structure and potential permeability. Leach lines may function in these two particular soils if:

1. No surface water runs over the system (grading required)
2. Maximum length of leach lines are required.
3. Adequate curtain drains are installed.

TABLE I

The Average Time Required for Water to Fall One Inch as Indicated by Percolation Tests	Soil Permeability Limitation Evaluation
Minutes 1 - 3	Very Severe (generally unsuitable) Slight Moderate Severe Very Severe (not to be used)
3 - 10	
11 - 30	
31 - 60	
over - 60	

**APPENDIX G: WARREN COUNTY EROSION AND SEDIMENT  
CONTROL REGULATIONS**

WARREN COUNTY EROSION AND SEDIMENT CONTROL REGULATIONS

Warren County, Ohio

October 2006

Warren County Board of Commissioners  
C. Michael Kilburn  
David G. Young  
Pat South  
406 Justice Drive, Lebanon, Ohio

# Resolution

Number 05-356

Adopted Date March 15 2005

## APPROVE FEE INCREASES WITHIN THE EROSION AND SEDIMENT CONTROL REGULATIONS

WHEREAS, this Board met this 22nd day of February 2005, and again this 15th day of March 2005, in the Commissioners' Meeting Room to consider increases in fees within the Erosion and Sediment Control Regulations; and

WHEREAS, this Board has considered all testimony from those present and considered the recommendation presented by the Soil and Water Conservation District Director; and

NOW THEREFORE BE IT RESOLVED, to approve a fee increases within the Erosion and Sediment Control Regulations as follows:

Single Family Homes:	\$50/lot (no maximum)
Multi-family, Apartments, Condos:	• \$15/unit (no maximum)
Commercial/Industrial:	\$100/disturbed acre (maximum fee \$5000)

BE IT FURTHER RESOLVED, that said fee increases shall be effective May 1, 2005.

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

Mrs. South - yea  
Mr. Young - yea  
Mr. Kilburn - yea

Resolution adopted this 15th day of March 2005.

BOARD OF COUNTY COMMISSIONERS

Tina Davis, Clerk



BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO .

# Resolution

Number 90-491

Adopted Date May 1, 1990

AUTHORIZE WARREN COUNTY SOIL AND WATER CONSERVATION DISTRICT TO  
ADMINISTER THE WARREN COUNTY EROSION AND SEDIMENT CONTROL REGULATIONS

WHEREAS, Section 307.79 of the Ohio Revised code authorizes a Board of  
County Commissioners to adopt rules to abate soil erosion and water  
pollution by soil sediment; and

WHEREAS, the Warren County Board of Commissioners has adopted such  
regulations under the title:

Warren County Erosion and Sediment Control Regulations

WHEREAS, Section 307.79 of the Ohio Revised Code authorizes a Board of  
County Commissioners to delegate the administration of said regulations to  
other government agencies; and

NOW THEREFORE BE IT RESOLVED, by the Warren County Board of Commissioners to  
appoint the Warren County Soil and Water Conservation District to administer  
the Warren County Erosion and Sediment Control Regulations; and

BE IT FURTHER RESOLVED, that the Warren County Soil and Water Conservation  
District is authorized to modify said regulations in specific cases where  
unusual or exceptional factors or conditions require such modification.

Mr. Kilburn moved for passage of the above resolution, seconded by Mr.  
Egleston. Upon call of the roll the following vote resulted:

Mr. Terwilleger - yea  
Mr. Egleston - yea  
Mr. Kilburn - yea

Resolution adopted this 1st day of May,  
1990.

BOARD OF COUNTY COMMISSIONERS

Cindy Madison  
Cindy Madison, Clerk

/R. Price

cc: RPC (file)  
Soil & Water Conservation District (file)  
RZC (file)  
File

WARREN COUNTY EROSION AND SEDIMENT CONTROL REGULATIONS

ARTICLE I  
GENERAL PROVISIONS

SECTION 100 TITLE

These regulations shall be cited as the Warren County Erosion and Sediment Control Regulations and may hereinafter be referred to as "these regulations."

SECTION 101 STATUTORY AUTHORIZATION

These regulations, as amended, of Warren County are promulgated in accordance with and pursuant to the legal grant of authority of Ohio Revised Code Section 307.79 whereby a board of county commissioners may adopt, amend, and rescind rules establishing technically feasible and economically reasonable standards to achieve a level of management and conservation practices that will abate wind or water erosion of the soil or abate the degradation of the waters within the State by soil sediment in conjunction with land grading, excavating, filling, or other soil disturbing activities on land used or being developed for non farm commercial, industrial, residential, or other non farm purposes, and establish criteria for determination of the acceptability of those management and conservation practices.

SECTION 102 PURPOSE

The Warren County Board of Commissioners adopts and amends its Erosion and Sediment Control Regulations to establish technically feasible and economically reasonable standards to achieve a level of management and conservation practices that will abate wind or water erosion of the soil or abate the degradation of the waters within the State by soil sediment in conjunction with land grading, excavating, filling, or other soil disturbing activities on land used or being developed for non farm commercial, industrial, residential, or other non farm purposes, and establish criteria for determination of the acceptability of those management and conservation practices.

These regulations further intend but are not limited to:

- A. Permit development while keeping erosion and sedimentation as close to existing levels as practical.
- B. Reduce damage to receiving streams and impairment of their capacity, which may be caused by sedimentation.
- C. To implement the applicable area wide waste treatment management plan prepared under section 208 of the "Federal Water Pollution Control Act," 86 Stat. 816 (1972), 33 U.S.C.A. 1228, as amended, and to implement phase II of the storm water program of the national pollutant discharge elimination system established in 40 C.F.R. Part 122.

ARTICLE II  
DEFINITIONS

SECTION 200 INTERPRETATION OF TERMS AND WORDS

For the purpose of these regulations certain rules or word usage apply to the text as follows:

- A. Words used in the present tense include the future tense, and the singular includes the plural, unless the context clearly indicates the contrary.
- B. The term "shall" is always mandatory and not discretionary; the word "may" is permissive.
- C. Words or terms not interpreted or defined by this article shall be used with a meaning of common or standard utilization, so as to give these regulations its most reasonable application.

SECTION 201 WORDS AND TERMS DEFINED

BUILDER

Following the issuance of a building permit the person responsible for the construction of a structure.

CHANNEL

A natural bed that conveys water; a ditch excavated for the flow of water.

DETENTION STRUCTURE

A permanent structure for the temporary storage of runoff, which is designed so as not to create a permanent pool of water.

DEVELOPER

Any individual, subdivider, firm, association, syndicate, partnership, corporation, trust, or any other legal entity commencing proceedings under these regulations to effect a subdivision of land hereunder for himself or for another.

DEVELOPMENT AREA

Any contiguous area owned by one person or operated as one development unit and used or being developed for non-farm commercial, industrial, residential, or other non-farm purposes upon which earth disturbing activities occur.

DITCH

An open channel either dug or natural for the purpose of drainage or irrigation with intermittent flow.

G. Sheet Erosion: The removal of a fairly uniform layer of soil from the land surface as a result of raindrop splash and runoff.

#### EROSION AND SEDIMENT CONTROL

A system of structural and vegetative measures that minimize soil erosion and offsite sedimentation

#### EROSION AND SEDIMENT CONTROL PLAN

An erosion and sediment control strategy or plan, to minimize erosion and prevent off-site sedimentation by containing sediment off-site or by passing sediment laden runoff through a sediment control measure, prepared and approved in accordance with the specific requirements of these regulations, and designed in accordance with the handbook "Water Management and Sediment Control for Urbanizing Areas" in Section 302. The erosion and sediment control plan may be referenced to as a sediment control plan.

#### FARM

Land or water devoted to agriculture.

#### GRASSED WATERWAY

A broad or shallow natural course or constructed channel covered with erosion-resistant grasses or similar vegetative cover and used to conduct surface water.

#### IMPERVIOUS

Not allowing infiltration.

#### LANDSLIDE

Rapid movement downslope of a mass of soil.

#### OWNER

Any person seized of a freehold estate in land except that person holding easements are not included within such meaning.

#### PERSON

Any individual, corporation, partnership, joint venture, agency, unincorporated association, municipal corporation, county or state agency, the federal government, or any combination thereof.

#### PUBLIC WATERS

Water within rivers, streams, ditches and lakes except private ponds and lakes wholly within single properties, or waters leaving property on which surface water originates.

#### SOIL STABILIZATION

Measures, which protect soil from the erosive forces of raindrop impact and flowing water.

#### STOCKPILE

Any deposition of soil to be used for a future purpose.

#### STORM FREQUENCY

The average period of time within which a storm of a given duration and intensity can be expected to be equaled or exceeded.

#### STORMWATER MANAGEMENT

Runoff water safely conveyed or temporarily stored and released at an allowable rate to minimize erosion and flooding.

#### STORMWATER RUNOFF

That portion of the rainfall that exceeds the infiltration capacity of the soil.

#### STREAM

A body of water running or flowing on the earth's surface. Flow may be seasonally intermittent.

#### SUBSOIL

That part of the soil below the surface soil or plow layer.

#### TOPSOIL

The upper layer of soil, which is usually darker and richer in organic matter and nutrients than the subsoil.

#### WATERSHED

The total drainage area contributing runoff to a single point.

#### WATERCOURSE

A definite channel with bed and banks within which concentrated water flows, either continuously or intermittently.

- G. In order that the District Administrator of the Warren County Soil & Water Conservation District, as the designate of the Warren County Board of Commissioners has the assurance that the construction of improvements will be completed, the developer shall enter into one of the agreements as stated in Section 402A of these regulations.
- H. These regulations are intended as guidelines and may be altered as necessary by the District Administrator of the Warren County Soil & Water Conservation District, as the designate of the Warren County Board of Commissioners.

SECTION 301

EXCEPTIONS

Any person seeking approval to construct or improve a single-family residence shall be exempted from having to prepare an erosion and sediment control plan provided they:

- A. Construct upon one lot or parcel at a time, and there is no other construction occurring, simultaneously on land or property within five hundred (500 feet) of the proposed development site; and
- B. Do not disrupt, alter, or expose more than fourteen thousand (14,000) square feet of existing natural surface of the total development site at a time; and
- C. Follow a standard policy for controlling run-off erosion and sediment impacts foreseeable to result during and from site development, which is acceptable to the Warren County Board of Commissioners.

Exemption under this section of any person for the preparation and submission of a sediment control plan does not, however, exempt them from complying with the other provisions of this regulations. The Warren County Board of Commissioners may require the responsible person to submit information deemed necessary to determine compliance.

SECTION 302

EROSION AND SEDIMENT CONTROL STANDARDS

The standards are contained in the most recent edition of handbook "Rainwater and Land Development" developed by the Soil Conservation Service, U.S. Department of Agriculture and the Ohio Department of Natural Resources Division of Soil and Water Conservation.

- 1 A copy of the "Rainwater and Land Development" handbook may be obtained from either the Warren County Regional Planning Commission or the Warren County Soil and Water Conservation District.

other suitable sediment trapping facility with equivalent or greater storage capacity. The Warren County Board of Commissioners may require sediment basins or traps for smaller disturbed areas where deemed necessary. The sediment basin requirement may also be waived, by variance, if the Warren County Board of Commissioners agrees that site conditions do not warrant its construction. Unless otherwise designed, sediment basins are temporary and shall be removed following final stabilization or other approved methods of stabilization of the contributing watershed.

SECTION 308

CUT AND FILL SLOPES

Cut and fill slopes shall be designed and constructed in a manner which will minimize erosion. Consideration should be given to the length and steepness of the slope, the soil type, upslope drainage area, groundwater conditions and other applicable factors. Slopes which are found to be eroding excessively during the first two (2) years after final grade shall be provided with additional slope stabilizing measures by the owner, developer or builder as appropriate until the problem is corrected. The following guidelines are provided to aid in developing an adequate design.

- A. Roughened soil surfaces are generally preferred to smooth surfaces on slopes.
- B. Diversions should be constructed at the top of long steep slopes which have significant drainage areas above the slope. Diversions or terraces may also be used to reduce slope length.
- C. Concentrated stormwater should not be allowed to flow down cut of fill slopes unless contained within an adequate channel, flume or slope drain structure.
- D. Wherever a slope face crosses a water seepage plane which endangers the stability of the slope, adequate drainage or other protection should be provided.

SECTION 309

STABILIZATION OF WATERWAYS AND OUTLETS

All on-site stormwater conveyance channels except roadway ditches shall be designed and constructed to withstand the expected velocity of flow without erosion. Methods adequate to prevent erosion shall also be provided at the outlets of all pipes and paved channels. Provisions for management of stormwater shall be submitted to the Warren County Engineer for review and approval.

SECTION 310

CONTROL OF WASTE

All waste such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste at the construction site that may cause adverse impacts to water quality shall be controlled.

ARTICLE IV  
ADMINISTRATION

SECTION 400 EROSION AND SEDIMENT CONTROL PLAN CONTENT

In compliance with Section 300A, one (1) copy of the erosion and sediment control plan shall be submitted to the District Administrator of the Warren County Soil & Water Conservation District, as the designate of the Warren County Board of County Commissioners and shall contain a narrative and a site plan. The narrative information may be included on the site plan. The following information is required.

A. Narrative

1. Project description - nature and purpose of land disturbing activity; acres of grading involved.
2. Approximate acreage of overall site, of each subplot and of right-of-ways.
3. Existing site conditions - topography, vegetation and drainage.
4. Adjacent areas - description of neighboring areas such as streams, lakes, residential areas, roads, etc., which might be affected by the land disturbance.
5. Brief description of the soils on the site giving such information as soil name, erodibility, permeability, depth, texture and structure, and limitations for the proposed use. (Refer to the Soil Survey of Warren County, Ohio, released in March, 1973).
6. Estimated impervious areas, stated in terms of square footage or acreage, whichever is appropriate.
7. Critical areas - a description of areas on the site which have potentially serious erosion problems.
8. Erosion and sediment control measures, to minimize on-site erosion and to minimize off-site sedimentation.
9. Provisions for management of stormwater, derived both on-site and from upper watershed areas shall be submitted to the Warren County , Engineer for review and approval.
10. Details of temporary and permanent stabilization measures, including method of anchoring mulches.



2. Vicinity map at a scale of not less than two thousand (2,000) feet to the inch locating the site in relation to the surrounding area.
3. Existing topography shown in 2 foot contour intervals and showing drainage patterns and drainage areas showing direction of flow. ALSO show existing drainage patterns and facilities, road rights-of-way and easements. ALSO show topography in 5 foot contour intervals on adjacent land within 200 feet of the site unless deemed not necessary by the Warren County Board of Commissioners.
4. Existing vegetation.
5. Location of existing buildings, structures, utilities, water bodies, drainage facilities, vegetative cover, paved areas, road right-of-way and other significant natural and man-made features in the development area, and of adjacent areas which might be affected by the land disturbance.
6. Soil types and boundaries as shown on the Soil Survey of Warren County, Ohio, released in March, 1973.
7. Title, scale, direction, legend and date of all plan maps.
8. Critical erosion areas.
9. Existing and proposed drainage patterns, including the watershed lines, direction of flow, and watershed acreage.
10. Location and elevation of proposed erosion and sediment control structures.
11. Profile of road cut and fill, with original ground profile and proposed grade profile.
12. Areas of excavation, grading and filling.
13. Final contours.
14. Limits of clearing and grading.
15. Location of practices, including erosion and sediment control, construction entrances and designated area(s) for concrete wash-out to be field adjusted as necessary.
16. Bottom width, side slopes and grade of ditches.
17. Location of existing utilities.
18. Location of existing easements.

- A. In order that the District Administrator of the Warren County Soil & Water Conservation District, as the designate of the Warren County Board of County Commissioners has the assurance-that the construction and installation of required erosion and sediment control structures, features and measures as required by the approved erosion and sediment control plan will be completed, the developer shall enter into following prior to the issuance of the permit
1. A security agreement form promulgated by the Warren County Board of Commissioners and providing a performance bond with the Warren County Board of Commissioners equal to the cost of construction, plus thirty (30)percent of such improvements as shown on plans, and based on an estimate approved by the District Director of the Warren County Soil and Water Conservation District.
- B. The security to Warren County Board of Commissioners shall continue for a period of time determined by the District Director of the Warren County Soil and Water Conservation District from date of execution, and shall provide that the subdivider, his heirs, successors and assigns, their agents or servants, will comply with all applicable terms, conditions, provisions and requirements of these regulations, and will faithfully perform and complete the work of constructing, installing and maintaining such facilities or improvements in accordance with such laws and regulations.
- C. Before said security is accepted, it shall be approved by the proper administrative officials.
- D. Whenever a cash deposit is made, the same shall be made to the Warren County Board of Commissioners.
- E. Preceding the acceptance of the developer's security, an itemized list of materials and their cost shall be submitted to the District Administrator of the Warren County Soil & Water Conservation District, as the designate of the Warren County Board of Commissioners. This list includes grading and construction of storm water basins which are to be located outside the road right-of-way. Construction cost estimates shall reflect realistic and current bid prices.
- F. As required improvements for erosion and sediment control are completed, approved, and accepted, the Warren County Board of Commissioners may, upon a favorable written recommendation of the District Director of the Warren County Soil and Water Conservation District, reduce the amount of the security. The District Director of the Warren County Soil and Water Conservation District shall issue a letter to the Warren County Board of Commissioners, and such letter shall be sufficient evidence for the reduction of the security by Warren County.
- G. When the District Administrator of Warren County SWCD, as the designate of Warren County Board of Commissioners, following final inspection of a subdivision, certify to the Warren County Board of Commissioners, that all improvements have been constructed in accordance with County specifications, the Warren County Board of Commissioners may proceed to accept the facilities for which the security was posted.

its duly authorized representative may issue a stop work order after first obtaining the written approval of the prosecuting attorney of the county if, in the opinion of the prosecuting attorney, the violation is egregious.

- B. Once a stop work order is issued, the board or its duly authorized representative shall request, in writing, the prosecuting attorney to seek an injunction or other appropriate relief in the court of common pleas to abate excessive erosion or sedimentation and secure compliance with the rules adopted under this section. If the prosecuting attorney seeks an injunction or other appropriate relief, then, in granting relief, the court of common pleas may order the construction of sediment control improvements or implementation of other control measures and may assess a civil fine of not less than one hundred or more than five hundred dollars. Each day of violation of a rule or stop work order issued under this section shall be considered a separate violation subject to a civil fine.
- C. The person to whom a stop work order is issued under this section may appeal the order to the court of common pleas of the county in which it was issued, seeking any equitable or other appropriate relief from that order.
- D. No stop work order shall be issued under this section against any public highway, transportation, or drainage improvement or maintenance project undertaken by a government agency or political subdivision in accordance with a statement of its standard sediment control policies that is approved by the board or the chief of the division of soil and water conservation in the department of natural resources.

SECTION 406 VIOLATIONS

- (i) No person shall violate any rule adopted or order issued under this section. Notwithstanding division (405 D) of this section, if Warren County Board of Commissioners determines that a violation of any rule adopted or administrative order issued under this section exists, the board may request, in writing, the prosecuting attorney to seek an injunction or other appropriate relief in the court of common pleas to abate excessive erosion or sedimentation and secure compliance with the rules or order. In granting relief, the court of common pleas may order the construction of sediment control improvements or implementation of other control measures and may assess a civil fine of not less than one hundred or more than five hundred dollars. Each day of violation of a rule adopted or administrative order issued under this section shall be considered a separate violation subject to a civil fine.

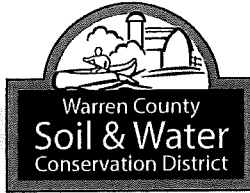
SECTION 407 VARIANCE

The Warren County Board of Commissioners shall serve as the "Board of Appeals" to hear and decide variances to these regulations in accordance with the standards of this Section. It may also hear appeals where it is alleged that the District Director of the Warren County Soil & Water Conservation District made an error in any order, requirement, decision or determination in the enforcement of these Regulations.

A variance may be granted by the Board of Appeals where:

- (i) exceptional topographic or other physical conditions exist which are peculiar to the particular parcel of land.
- (ii) That the peculiar condition in paragraph A did not result from previous actions by the owner.
- (iii) That a literal interpretation of these regulations would deprive the owner of rights enjoyed by other property owners.

## APPENDIX H: EXAMPLE PLAN REVIEW



Date Received: 10/30/2016 Reviewed By: \_\_\_\_\_

Project Name: Example

Project Number: 5

Location/Address: \_\_\_\_\_

Applicant: Test Soil & Water  
Contact Person Name/Company

320 E. Silver St.  
Address

(513)695-1337 \_\_\_\_\_  
Phone Fax Email

Filing Fee: \$0.00  Paid  Unpaid

Notes:

**Narrative and/or Plan Requirements:**

S = Satisfactory, U = Unsatisfactory, N/A = Not Applicable

S	U	N/A	Comments
---	---	-----	----------

1. Project Description:

Project Description			N/A	
---------------------	--	--	-----	--

2. General Plan Information:

Title			N/A	
Scale			N/A	
Legend			N/A	
North Arrow			N/A	
Call Before You Dig			N/A	

3. Acreages:

Total Site			N/A	
Disturbed Area			N/A	
Individual Lot			N/A	
Right-Of-Way			N/A	
Watershed/Drainage Area			N/A	

Flood Routing			N/A
Structural Stormwater Controls			N/A
Erosion and Sediment Control for Structural Controls			N/A
Inlet Protection Specified			N/A
Outlet Protection Specified			N/A
Stormwater Management Details			N/A
Stormwater Management Calculations			N/A

9. Erosion and Sediment Controls:

Sediment Basin			N/A
Sediment Trap			N/A
Perimeter Protection/Silt Fence			N/A
Construction Entrance Specified			N/A
Misc. Temporary Measures			N/A
Misc. Permanent Measures			N/A
Locations of all S&E Control Measures Detailed on Plans			N/A
Erosion and Sediment Control Notes			N/A
Erosion and Sediment Control Details			N/A
Erosion and Sediment Control Calculations			N/A
Tree Preservation			N/A

10. Construction Sequencing:

Minimum Requirements			N/A
Clearing/Grubbing for Perimeter Controls			N/A
Construction of Perimeter Controls			N/A
Construction of Remaining Erosion and Sediment Controls			N/A
Remaining Clearing/Grubbing			N/A
Road Grading			N/A
Site Grading			N/A
Utility Installation			N/A
Remaining Construction			N/A
Final Grading, Landscaping and Stabilization			N/A
Removal of Controls			N/A

11. Erosion and Sediment Control Inspection Schedule:

For Inspection of E&S Structures			N/A
For Repairs of E&S Structures			N/A

**APPENDIX I: EROSION AND SEDIMENT CONTROL INSPECTION  
FORM**

# Warren County Soil and Water Conservation District



## DATATRACKER

### Urban Erosion and Sediment Control Projects

Logged in as [caitlin botschner](#) [Logout](#)  
[Change Password](#)

[Back to SWCD Projects Page](#)

[Search Projects](#) [Create Project](#) [Add Inspection](#) [Admin](#)

Project Number	<input type="text" value="1"/>
Township/City	<input type="text" value="Turtlecreek TWP"/>
Project Name	<input type="text" value="Estates of Keever Creek"/>
Inspection Date	<input type="text" value="6/17/2013"/>
Inspector	<input type="text" value="Caitlin Botschner"/>
Inspection Type	<input type="text" value="Complaint"/>
Stabilization	<input type="text"/>
Perimeter Controls	<input type="text"/>
Sediment Basin/Trap	<input type="text"/>
Inlet Protection	<input type="text"/>
Concrete Washout	<input type="text"/>
Sediment on Streets and Inlets	<input checked="" type="checkbox"/>
Over-Seed or Re-Seed	<input checked="" type="checkbox"/>
Post Construction Water Quality	<input type="text"/>
Dispose of BMPS and Stabilize	<input checked="" type="checkbox"/>
Started Without Permit	<input checked="" type="checkbox"/>
Additional Violations	<input type="text"/>
Generate Letter	<input checked="" type="checkbox"/>
Comments (Office Use Only)	<input type="text"/>
Upload Pictures	
Select File	<input type="text"/>
Comments	<input type="text"/>
	<input type="button" value="Add Picture"/>
	<input type="button" value="Save Inspection"/> <input type="button" value="Cancel"/>



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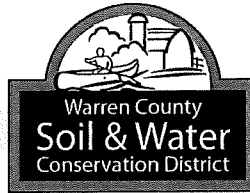
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**APPENDIX J: EROSION AND SEDIMENT CONTROL MAINTENANCE  
LETTER**



November 20, 2016

Test  
Soil & Water  
320 E. Silver St.  
Lebanon, OH 45036

RE: **Example - Lebanon**  
**EROSION AND SEDIMENT CONTROL MAINTENANCE**

Dear Test,

The following items need to be addressed to bring Example into compliance with the Warren County Erosion and Sediment Control Regulations:

1. All bare areas at final grade and all bare areas not subject to re-grading or construction traffic for the next 21 days need to be seeded and mulched using either a permanent or temporary mixture, whichever is pertinent. This would include any on-site soil stockpiles and any areas around the site perimeter which are not vegetated.
2. Perimeter controls as shown on the plans need to be installed.
3. The sediment basin needs to be cleaned out in order to provide adequate storage as noted in the plans.
4. Inlet protection needs to be installed on all catch basins and curb inlets.
5. The concrete washout needs to be installed as noted in the plans.
6. Mud tracked onto the streets and sediment settled around curb inlets needs to be removed and placed where it will not be subject to erosion or concentrated runoff.
7. Over-seeding or re-seeding is required where plant cover is patchy and inadequate.
8. The post-construction water quality features for this site need to be installed.
9. Upon completion of construction, remove and properly dispose of all erosion and sediment control BMPs and stabilize all disturbed areas.
10. As stated in Section 402 of the Warren County Erosion and Sediment Control Regulations no earth disturbing activities are allowed until a permit has been issued. Inspectors have noted that earth disturbing activities greater than one acre have occurred on this property and a permit is required before this activity may continue.

You are hereby notified that this project is out of compliance until the above items are completed. As stated in Section 404 of the Warren County Erosion and Sediment Control Regulations, if within two weeks after the receipt of this letter, the deficiencies or non-compliances have not been corrected, they will be reported to the Warren County Board of Commissioners for consideration. Please notify us when the above items have been completed and contact this office if you have any questions.

Sincerely,

Don Norman  
Natural Resource Conservationist

CC: File

**APPENDIX K: WARREN COUNTY RULES AND REGULATIONS FOR  
THE DESIGN OF STORM SEWER AND STORMWATER MANAGEMENT  
SYSTEMS**

# Resolution

Number 03-1057

Adopted Date July 22, 2003

## ADOPT RULES AND REGULATIONS FOR THE DESIGN OF STORM SEWER AND STORM WATER MANAGEMENT SYSTEMS

WHEREAS, Sections 307.37, 307.79, 711.10 and 711.01 of the Ohio Revised Code authorizes a Board of County Commissioners to adopt rules and regulations for the design of storm water management, and

WHEREAS, public hearings on said rules and regulations were held by the Warren County Board of Commissioners on July 1, 2003 and July 8, 2003; and after publication in compliance with ORC 307.37.

NOW THEREFORE BE IT RESOLVED, by the Warren County Board of Commissioners to adopt the rules and regulations under the title:  
"WARREN COUNTY RULES AND REGULATIONS FOR THE DESIGN OF STORM SEWER AND STORM WATER MANAGEMENT SYSTEMS"

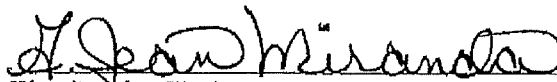
BE IT THEREFORE RESOLVED, that these rules and regulations shall become effective on August 22, 2003, being 31 days following the date of adoption; and shall be administered by the County Engineer, as attached hereto and made a part hereof.

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

Mr. Crisenbery – yea  
Mr. Kilburn – yea  
Mrs. South – yea

Resolution adopted this 22<sup>nd</sup> day of July 2003.

BOARD OF COUNTY COMMISSIONERS

  
Tina Davis, Clerk

/kl

cc: Engineer (file)

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- SECTION 105 - Extension/Modification

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- SECTION 202 - Storm Sewer System
- SECTION 203 - Grading
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## CONTROL OF STORM SEWERS

### ARTICLE 100

#### SECTION 101 - CONTROL

All storm sewers in the unincorporated area of Warren County shall be controlled by the Board of County Commissioners, Warren County, Ohio.

#### SECTION 102 - OWNERSHIP

All public or private storm sewers shall continue to be owned by the respective owners now owning same until such time as the Board of County Commissioners, by resolution agree to accept the private storm sewer system as public.

#### SECTION 103 - APPROVALS

No storm sewer shall be constructed within the jurisdiction of the Board of County Commissioners without the prior approval of the Warren County Engineer nor shall any final development plan be approved by the Regional Planning Commission until a preliminary drainage plan showing the method of disposition of storm water drainage be first approved by the Warren County Engineer. (See Sections 301 & 302)

#### SECTION 104 - CONNECTION TO STORM SEWERS

Any connection to a storm sewer within the jurisdiction of the Board of County Commissioners shall be subject to these rules and regulations.

#### SECTION 105 - EXTENSION / MODIFICATIONS

No extension or modification shall be made to any storm sewer under the jurisdiction of the Board of County Commissioners without the prior approval of the Warren County Engineer.

SECTION 208 - FOUNDATION/YARD DRAINS

No person shall install any pump, piping, apparatus, or other such system for discharging sump pump or down spout effluent within ten (10) feet of a public right of way or sidewalk without approval of plans by the County Engineer. The County Engineer may grant approval if the requested plan substantially conforms with one of the following modes of construction:

- 1) direct connection to a storm sewer or;
- 2) direct discharge into an approved natural drainage course.

The County Engineer may require the installation of a master sump pump drainage system to ensure the efficient removal of sump pump discharge where connection to storm sewers or discharge into an approved drainage course is not possible. The discharge of sump pump or downspout effluent onto a sidewalk, road surface or gutter is specifically prohibited. For the installation of a master sump pump system the following shall be followed:

- 1) The main trunk line shall be located no closer than twelve (12) inches behind the back of curb and at an approximate depth of two to three feet, and tied into the nearest catch basin, storm manhole, or storm line. No storm sewer receiving master sump pump drainage shall discharge into an open drainage course within the limits of the proposed development. If a pipe system, sized to carry only the master sump pump drainage, is incorporated into a drainage course, then the drainage course is no longer considered "open".
- 2) PVC pipe may be used for this installation.
- 3) Downspouts shall not be tied into this line.

PIPE CAPACITIES:

<u>4" LINE</u>		<u>6" LINE</u>	
<u>GRADE</u>	<u>CONNECTIONS</u>	<u>GRADE</u>	<u>CONNECTION</u>
1%	2	1%	7
2%	3	2%	10
3%	4	3%	12
4%	5	4%	14
5%	5	5%	16
6%	6	6%	18

Standard Y's should be installed where future sump pumps will be connected and marked in the field. Cleanouts should be spaced approximately every two hundred (200) feet.

SECTION 303 - FINAL DRAINAGE PLAN

After approval of the preliminary drainage plan, the applicant shall submit the final drainage plan prior to or in conjunction with the construction plans along with storm drainage design computations. The plan shall be in compliance with the criteria outlined in these regulations. The County Engineer, prior to construction, must approve any deviation from the final drainage plan.

SECTION 304 - RECORD PLAN INFORMATION REQUIREMENTS

Prior to the release of the Maintenance Obligation (Bond) for a new subdivision or the issuance of a Certificate of Occupancy for a non-residential building, an acceptable record plan shall be prepared. The following information shall be obtained and the record plan prepared accordingly.

STREETS

If applicable, roadside ditches at 100-foot stations and the invert of each driveway culvert. The County Engineer may require the curb and road centerline elevations at 100-foot stations on roads with curb.

STORMWATER INFRASTRUCTURE

Catch basins and manholes – all invert elevations, top-of-casting elevations and all opening elevations.

Detention/Retention Facilities – all orifice invert elevations, all weir crest elevations. Sufficient spot elevations within each basin in order to prepare and show on the record plan a stage-storage table that contains: elevations at 1-foot increments, area at each elevation and volume at each elevation. Sufficient spot elevations along the top of the embankment and the emergency spillway.

Major Flood Routing Paths – sufficient spot elevations along the flood route to verify compliance with the approved grading plan.

As-built plans shall contain the following statement, sealed, signed and dated by a Surveyor or Engineer registered in the State of Ohio:

"I hereby certify that this Record Plan is based on field location of visible facilities and reflects the condition of the improvements as of \_\_\_\_\_ (Date)

\_\_\_\_\_  
(Surveyor/Engineer)



#### SECTION 407 - STORM SEWER PROFILES

Storm sewers, when not included in the street profile, shall be shown in profile with the following information:

- .01) Profile of existing ground at storm sewer centerline.
- .02) Profile of proposed finish grade.
- .03) Percent of grade of proposed storm water.
- .04) Dimensions of proposed pipe or structure.
- .05) Show stations every one hundred (100) feet and at all structures and appurtenances.
- .06) Show street inlets with type and manholes, together with proposed elevations.

#### SECTION 408 - DATUM FOR ELEVATIONS

Give datum reference used for elevations and correlate to U.S.G.S. datum.

#### SECTION 409 - GRADING PLAN

The grading plan shall show existing contour lines at two (2) foot intervals, proposed finished contour lines, spot elevations and existing and finished contours and elevations on streets to be graded.

#### SECTION 410 - GRADING AREAS

All graded areas are to be designed and maintained to prevent excessive erosion and runoff. Drainage swales, temporary retention dams and the like are to be installed during the grading operation. All slopes and graded areas are to be seeded in accordance with the Warren County Erosion and Sediment Control Regulations (Section 303 or most current).

#### SECTION 411 - MUD AND DEBRIS

Until the Board of County Commissioners accepts the subdivision, the developer shall take such measures as are necessary to prevent excessive erosion of graded surfaces, and to prevent the deposit of soil and debris from entering onto public streets, into drainage channels, sewers or onto adjoining land.

#### SECTION 412 - MAJOR STORM ROUTES

The proposed routing of major storms (100 year frequency and greater) shall be shown on the plan. All major storm routes shall be within an easement of appropriate width. The easement width shall be sufficient to contain the 100 year storm.

### STORM SEWERS

Rainfall intensity, duration and frequency data shall be obtained from the "Rainfall Atlas of the Midwest, 1992" (Bulletin 71). Data considered pertinent to Warren County, Ohio is available in Appendix A.

#### SECTION 504 - STORM SEWERS

- .01) Pipe used for storm sewers shall comply with current Ohio Department of Transportation Specifications and shall have a minimum inside diameter of twelve (12) inches.
- .02) The pipe shall meet the design specifications for loading and depth of cover.
- .03) Storm sewers shall be designed on a minimum of twenty-five (25) year frequency at full flow capacity.
- .04) The minimum grade is determined by velocity. Minimum of 2 feet per second.
- .05) Inlet spacing shall be a maximum for three hundred (300) feet. The Warren County Engineer may waive this requirement if sufficient information is presented.

#### SECTION 505 - ROADWAY CULVERTS/BRIDGES

- .01) Culverts shall be designed to accommodate a 100 year frequency storm without encroaching onto the roadway. All culverts shall conform to the current Ohio Department of Transportation specifications.

#### SECTION 506 - HEADWALLS

- .01) Standard headwalls or wing walls shall be constructed at the outfall of all storm sewers.

#### SECTION 507 - DRAINAGE EASEMENTS

- .01) When a storm drainage system (pipe or ditch) is outside the road right of way or public Utility easement, a storm drainage easement shall be provided and identified as such on the record plat.
- .02) The minimum width of said easement shall be twenty (20) feet.
- .03) Easement widths for ditches and natural drainage courses shall be determined by use of the following formula:

$Ew = 120DA^{0.43}$  where:

Ew = Easement Width, feet

DA = Drainage Area, square miles

STORMWATER RUNOFF CONTROL  
IN THE UNINCORPORATED PORTIONS OF  
WARREN COUNTY, OHIO

ARTICLE 600

SECTION 601 - FINDINGS AND PURPOSE

- .01 The Board of Commissioners of Warren County finds that the stream channels and waters of Warren County are limited resources to be protected and that their natural quality is of primary significance in promoting and maintaining the health, safety and general well-being of all life and inhabitants within its jurisdictional boundaries.
- .02 It further finds that such channels and waters may become despoiled due to increased sediment depositions caused by accelerated storm water runoff resulting from the disruption and alteration of the natural surface character of the land site development activities.
- .03 Therefore, the purpose of this Resolution is to establish standards, principles and procedures by which Warren County can regulate site development activities which cause or may cause off-site impact potentials at lower elevations and the flooding of watercourses.
- .04 Standards in this Resolution are thus intended to protect persons and property from adverse storm water runoff erosion impacts which may result from site development.

SECTION 602 - DEFINITIONS

- .01 Approving Agent(s): Warren County Engineer, or other entity or agency so designated.
- .02 Channel: a natural stream that conveys water; a ditch or channel excavated for the flow of water.
- .03 Construction: the erection, alteration, repair, renovation, demolition or removal of any building or structure; and the clearing, stripping, excavation, filling, grading and regulation of sites in connection therewith.
- .04 Developer: Any individual, subdivider, firm, association, syndicate, partnership, corporation, trust or any other legal entity commencing proceedings under this resolution to effect the development of land for himself or for another.
- .05 Development: the division of land into two or more parcels, then carrying out of any building, or the making of material change in the use or appearance of any structure above or below ground surface land through activities of construction, erection or alteration.
- .06 Development Area: any contiguous area owned by one person or operated as one development unit included within the scope of these regulations, upon which earth-disturbing activities are planned or underway.

- .22 Plans: profiles, typical cross sections, working drawings and supplemental drawings of site, grading, drainage and runoff and sedimentation control plans, vicinity map, soil map, and other plans as approved or exact reproductions thereof, which show the location, character, dimensions and details of the work.
- .23 Public Waters: those waters within lakes ( except private ponds and lakes on single properties ), rivers, streams, ditches, and / or waters leaving that respective property.
- .24 Runoff : the portion of rainfall, melted snow or irrigation water that flows across the ground surface and eventually is returned to streams.  
a. Accelerated Runoff - increased rate and volume of runoff due to less permeable surface primarily caused by urbanization.  
b. Peak Rate of Runoff - the maximum rate of runoff for any 24 Hour storm of a given frequency.
- .25 Sediment : solid material, both mineral and organic, that is in suspension, is being transported, or has been moved from its site of origin by air, water, gravity or ice and has come to rest on the earth's surface either above or below water.
- .26 Site : any lot or parcel of land or a series of lots or parcels of land adjoining or contiguous or joined together under one ownership where clearing, stripping, grading or excavating is performed.
- .27 Slope: the face of an embankment or cut section; any ground whose surface makes an angle with the plane of the horizon. Slopes are usually expressed in a percentage based upon vertical differences in feet per 100 feet of horizontal distance.
- .28 Storm Frequency : the average period of time in years within which a storm of a given duration and intensity can be expected to be equaled or exceeded.
- .29 Stream : a body of water running or flowing on the earth's surface or channel in which such flow occurs. Flow is continuous or seasonally intermittent.
- .30 Subdivision : the division of any parcel of land shown as a unit or as contiguous units on the last preceding tax roll, into two or more parcels, sites, or lots, any one of which is less than five acres for the purpose, whether immediate or future of transfer of ownership; provided, however, that the division or partition of land into parcels of more than five acres not involving any new streets or easement of access, and the sale or exchange of parcels between adjoining lot owners, where such sale or exchange does not create additional building sites, shall be exempted; or the improvement of one or more parcels of land for residential, commercial or industrial structures or groups of structures involving the division or allocation of land for the opening, widening or extension of any street or streets, except private streets serving industrial structures; the division or allocation of land as open spaces for common use by owners, occupants or lease holders or as easements for the extension and maintenance of public sewer, water, storm drainage or other public facilities.
- .31 Subsoil : that part of the soil below the surface soil or plow layer.
- .32 Surface soil: the uppermost part ( 5 to 8 inches ) of the soil commonly stirred by tillage implements or its equivalent in uncultivated soils.

SECTION 603 SCOPE AND INTENT

- .1 This Resolution shall apply to both the development and redevelopment of land proposed for the following types of public and private urban land use : which are,
  - .01 land used or being developed for residential, commercial office or industrial purposes, including subdivision and land development proposals for non-farm uses in rural areas.
  - .02 land used or being developed for recreation, wildlife, or natural purposes, including agricultural areas proposed for conversion to such uses.
- .2 Any person or persons proposing to develop or redeveloped land within Warren County for any of the uses listed in Section 603.1 shall design and implement a Stormwater Management Plan which:
  - .01 will yield quantities of surface water runoff from the development site at rates which are the same or less than before development occurred as specified by Section 604 of this Resolution.
  - .02 will not result in increasing current potentials for flooding of watercourses that are at lower elevations off-site.
  - .03 has been approved and permitted under Section 605 of this resolution.
- .3 No changes subject to regulation under this Resolution shall be made in the existing natural surface composition or subsurface configuration of any land proposed for development or redevelopment within Warren County for land use developments specified under Section 603.1 and approved of a Stormwater Management Plan required according to Section 605 enabling final approval of a proposed development and / or subdivision development shall not be given unless:
  - .01 a determination is made according to Section 605.3 of this Resolution by the Regional Planning Commission of Warren County and appropriately authorized approving agents that implementation of the stormwater management would not cause runoff and erosion impact that would be harmful or damaging to the existing quality of lands and waters at lower elevations off-site.
- .4 Within watersheds regulated under NPDES Phase 2 permits by the Ohio Environmental Protection Agency (OEPA), the Warren County Engineer may require that the stormwater management plan prepared for a subject project include a design that meets any stormwater quality guidelines that may be established by the OEPA.

- c. In general, it shall be assumed that the runoff curve numbers (CN) for the predevelopment condition do not exceed those of "Open Space in fair condition". (i. e. A=49, B=69, C=79, D=84) Post development runoff curve numbers (CN) shall be taken from hydrologic soil group D for all subdivisions with lot sizes of ½ acre and less. For lots greater than ½ acre and less than 3 acres allow ¼ acre of Type D soils per lot when calculating the weighted CN for post development. This allowance is to address soil disturbances and compaction during construction.

.04 A recommended method which may be used to determine changes in rates and volumes of runoff is presented in the United States Department of Agriculture, Natural Resources Conservation Service, Engineering Division,, Urban Hydrology for Small Watersheds, Technical Release No. 55 (TR-55)June, 1986. WinTR-55 (July 1, 2002) is also available.

## SECTION 605 - STORMWATER MANAGEMENT PLANNING PROCEDURES

### .1 REQUIRED INFORMATION

- .01 any person seeking approval of subdivision or land development proposals for land use types listed in Section 603 shall
  - a. provide mapped information about the location and vicinity of the area proposed for development.
  - b. furnish three types of information and maps about the proposed land development and site location.
    - (1) A predevelopment conditions assessment.
    - (2) A post development conditions assessment; and
    - (3) A stormwater management plan.
  - c. shall have the right to request the Regional Planning commission of Warren County and the Warren County Engineer to hold pre-submission conferences and site inspections, as necessary, for assistance in submitting the required site planning information.

### .2 PREDEVELOPMENT CONDITIONS ASSESSMENT

- .01 The assessment requires quantification in tabular or other approved form of inventory map information by site drainage area and subdrainage areas in order to determine and display the current volume and rate of runoff from the proposed development area, and shall be prepared according to methods prescribed in the SCS text cited in Section 604.1 (04) of this Resolution or others which yield equivalent information about rates and volumes of surface runoff. Information from the assessment is used to evaluate impacts expected to result during and from development of a proposed plan.

.4 STORMWATER MANAGEMENT PLAN CONTENT REQUIREMENTS

- .01 A stormwater management plan shall identify how increases in surface water runoff induced by development is to be controlled to within the standards of Section 604.1 of this Resolution.
- .02 All proposed controls are to be designed in accordance with methods and techniques set forth in the SCS texts cited in Section 604 of this Resolution or others approved by the Planning Commission and appropriately authorized approving agent (s).
- .03 A stormwater management plan shall be comprised of, but not limited to, the following information:
  - a. A map rendered on the appropriate scale which indicates the number, types, dimensions and locations of all stormwater runoff control structures or devices to be utilized either temporarily or permanently on a development site.
  - b. All pertinent computations made to arrive at the final dimensions of each control device shall be presented along with plan and section view drawings of the same rendered at an appropriate design scale to be agreed upon between the applicant and the approving agent (s).
  - c. Schedules detailing the timing and cost for the installation and maintenance of each structure or device.

.5 STORMWATER MANAGEMENT PLAN SUBMISSION, REVIEW AND APPROVAL

- .01 Submission of a stormwater management plan to the Regional Planning Commission of Warren County and the appropriately authorized approving agent(s) completes ALL site development planning information and impact control planning responsibilities required of an applicant under provisions of this Resolution and initiates final site development plan approval proceedings which are necessary to enable approval of the proposed subdivisions and/or development.
- .02 Review of the stormwater management plan required of the applicant shall:
  - a. be made by the Regional Planning Commission or Warren County and the appropriately authorized approving agent(s) including Warren County Engineer and a representative of the local Soil and Water Conservation District, provided the applicant has prepared and submitted all necessary information according to Section 605.4 of this Resolution.

SECTION 606 COMPLIANCE RESPONSIBILITY

.1 PERFORMANCE LIABILITY

No provisions of this Resolution shall limit, increase or otherwise affect the liabilities of the developer nor impose any liability upon this jurisdiction not otherwise imposed by law.

.2 OPERATIONS AND MANAGEMENT

.01 During site development, a developer is responsible for:

- a. carrying out all provisions as approved in plan and required by this Resolution.

.3 ENFORCEMENT  
ENFORCEMENT

.01 The Warren County Engineer may, upon identification to the owner or person in charge, enter any land upon obtaining agreement with the owner, tenant or manager of the land in order to determine whether there is compliance with this resolution. If the Warren County Engineer is unable to obtain such an agreement, he may apply for and a judge of the court of common pleas for the County where the land is located may issue an appropriate inspection warrant as necessary to achieve the purposes of this resolution.

.02 If the Warren County Engineer determines that a violation of the rules adopted under this section exists he may issue an immediate stop work order if the violator failed to obtain any federal, state or local permit necessary for sediment and erosion control, earth movement, clearing or cut and fill activity.

.03 In addition, if the Warren County Engineer determines a rule violation exists, regardless of whether or not the violator has obtained the proper permits, he may authorize the issuance of a notice of violation. If, after a period of not less than thirty days has elapsed following the issuance of the notice of violation, the violation continues, he shall issue a second notice of violation.

.04 If after a period of not less than fifteen days has elapsed following the issuance of the second notice of violation, the violation continues, the Warren County Engineer may issue a stop work order after first obtaining the written approval of the prosecuting attorney of the county if, in the opinion of the prosecuting attorney, the violation is egregious.

.05 Once a stop work order is issued, the Warren County Engineer shall request, in writing, the prosecuting attorney of the county to seek an injunction or other appropriate relief in the court of common pleas to abate excessive erosion or sedimentation and secure compliance with the rules adopted under this resolution. If the prosecuting attorney seeks an injunction or other appropriate relief, then, in granting relief, the court of common pleas may order the construction of sediment control improvements or implementation of other control measures and may assess a civil fine of not less than one hundred or more than five hundred dollars. Each day of violation of a rule or stop work order issued under this section shall be considered a separate violation subject to a civil fine.

.06 The person to whom a stop work order is issued under this section may appeal the order to the court of common pleas of the county in which it was issued, seeking any equitable or other appropriate relief from that order.



# APPENDIX A

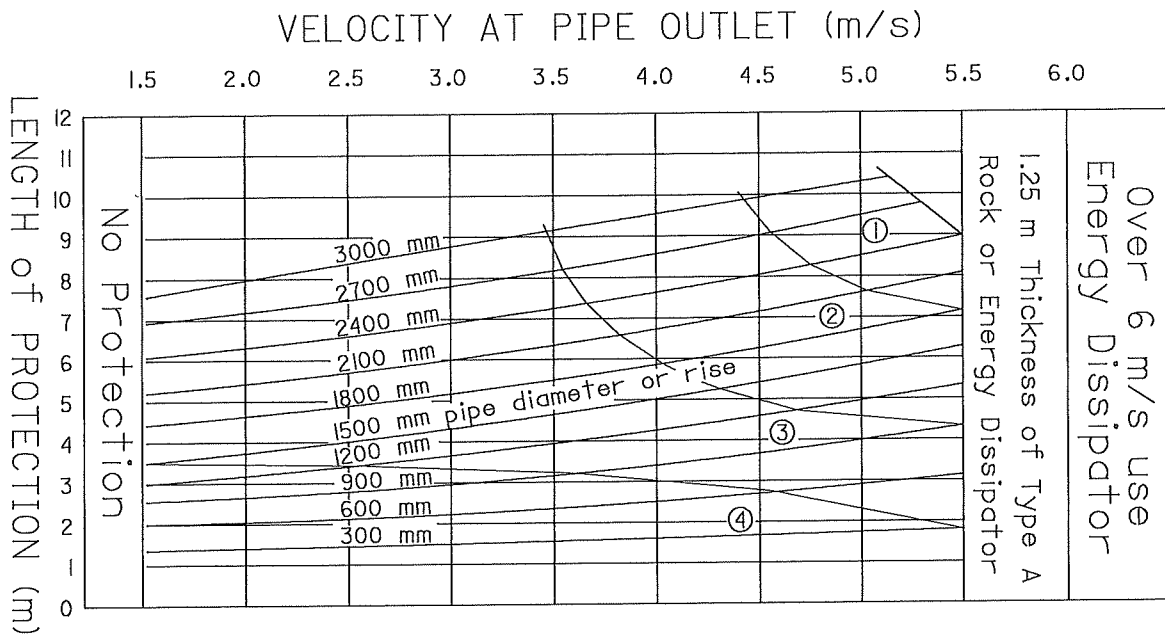
### Total Rainfall (Inches)

Time (Minutes)	Hours	1-year Total Inches	2-Year Total Inches	5-Year Total Inches	10-Year Total Inches	25-Year Total Inches	50-Year Total Inches	100-Year Total Inches
5		0.28	0.34	0.42	0.48	0.56	0.64	0.72
10		0.49	0.60	0.73	0.84	0.99	1.12	1.27
15		0.63	0.77	0.94	1.08	1.27	1.44	1.63
30		0.86	1.06	1.29	1.48	1.74	1.97	2.23
60	1	1.10	1.34	1.64	1.88	2.21	2.50	2.84
120	2	1.35	1.66	2.02	2.31	2.73	3.09	3.50
180	3	1.49	1.83	2.23	2.55	3.01	3.40	3.87
360	6	1.75	2.14	2.62	2.99	3.52	3.99	4.53
720	12	2.03	2.49	3.04	3.47	4.09	4.63	5.25
1080	18	2.19	2.69	3.28	3.75	4.42	5.00	5.68
1440	24	2.33	2.86	3.49	3.99	4.70	5.32	6.04

Data Taken From: "Rainfall Frequency Atlas of the Midwest" (Bulletin 71)

ROCK CHANNEL PROTECTION  
AT CULVERT AND STORM  
SEWER OUTLETS

1107-1  
METRIC UNITS  
REFERENCE SECTION  
1107.2



**NOTES**

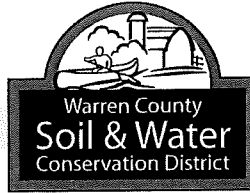
Rock size (150,300, 500 mm) indicates the square opening on which 85% of the material, by weight, will be retained.

The width of protection shall be the width of the headwall, with 1.2 m being the minimum.

(Where a stream bed will withstand the calculated velocity without erosion, no rock channel protection will be required.)

- | LEGEND | ROCK TYPE               |
|--------|-------------------------|
| ①      | 1.25 m of 500 mm rock A |
| ②      | 1.0 m of 500 mm rock A  |
| ③      | 0.75 m of 300 mm rock B |
| ④      | 0.50 m of 150 mm rock C |

**APPENDIX L: STORMWATER BASIN INSPECTION LETTER**



Jun 03, 2016

4240 IRWIN SIMPSON LLC  
118 E MAIN ST  
MASON, OH 45040

**RE:** Governor's Pointe North Section 3 Lot 5

Dear stormwater basin owner,

The Warren County Soil and Water Conservation District in cooperation with the Warren County Engineer's Office, the City of Mason, and the Deerfield Regional Storm Water District recently inspected the stormwater basin serving your community. These inspections occur on a biennial basis for stormwater retention and detention basins or yearly if the basin is designed to treat stormwater quality.

Your basin is privately owned, but was installed as a result of County stormwater requirements; we are offering these inspections as a courtesy to keep you informed of any deficiencies. The purpose of these inspections is not to address aesthetic qualities or issues. Your basin was inspected with regard to function and the inspection report only notes those items which must be repaired to allow the basin to function properly during storm events.

The inspection report is on the second page of this letter and is made up of two sections. First, is a list of items that need immediate attention. These items should be addressed as soon as possible. If nothing is listed in this section then your basin is functioning properly at this time. Secondly, a list of items of future concern is provided. These items are not currently affecting the function of the basin, but they have the potential to affect function in the future. Addressing these issues now may help guard against more costly maintenance in the future.

We will provide assistance to you whenever possible; however, the responsibility for maintenance of the stormwater basin or water quality feature is yours. Please contact Shaun Stephens at our office if you have questions or concerns about your basin or if you feel you are not the party responsible for this basin. Please reference the Basin ID number shown in the bottom right hand corner of this letter when you call.

**Parcel ID #:** 16274250011

**Basin ID #:** 140

## **APPENDIX M: GOOD HOUSEKEEPING TRAINING MANUAL**

# **Pollution Prevention / Good Housekeeping Best Management Practices for Warren County**



Warren County



Soil & Water  
Conservation District

**City of Mason, Ohio  
*Engineering and Building Department***

**Warren County, Ohio  
*Soil and Water Conservation District***

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## Good Housekeeping Practices and Best Management Practices per Facility

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# Introduction

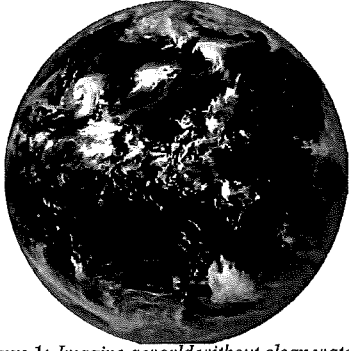


Figure 1: *Imagine a world without clean water...*  
(Figure: NOAA, [www.noaa.gov/features/resources/Figures/globe.jpg](http://www.noaa.gov/features/resources/Figures/globe.jpg))

## Why Manage Stormwater Runoff?

Stormwater runoff is water from rain or snow melt that “runs off” the land rather than seeping into it. It will usually flow into the nearest downhill stream, creek, river, lake or ocean. As the water moves across the land it can pick up materials that could potentially pollute the water. If the stormwater hits impervious or hard surfaces, these pollutants will not be effectively filtered out since they will not be able to penetrate the ground.

Potential pollutants include fertilizers, grease, oils, pesticides, road salt and other toxic chemicals. Did you know that even “natural”, and seemingly harmless, substances can act as pollutants when they enter a waterway in large volume without being previously treated? Particles like grass clippings, leaf litter, trash, sediment and even animal feces can also negatively affect the aquatic life. These pollutants hurt the wildlife when dirt and sediment cover up fish habitats; fertilizers cause too much algae to grow and chemicals damage the skin and gills of fish and other plants and animals in the water.



Figure 2: *Imagine if you couldn't fish, swim or play in the streams, rivers and lakes*  
(Photo: Connecticut River Coordinator's Office, [www.fws.gov/R5CRc/snorkel.jpg](http://www.fws.gov/R5CRc/snorkel.jpg))

Polluted water can be costly not just for the wildlife but for humans too. Too much pollution in the water means that we cannot fish, swim or play in the water. We must also keep in mind the idea that “we all live downstream.” If another community nearby uses surface water for their drinking water, they will have to pay much more to clean it if it is polluted.

Stormwater pollution is considered a non-point source of pollution since we cannot directly and accurately identify the specific source of pollution as we can with point sources, which are places where there is a direct discharge of pollutants into water (literally you can point to the source). Municipal facilities, however, are regulated as point-sources because these facilities typically have high levels of contaminants stored on their properties which must be managed in such a way that they are **prevented** from entering stormwater runoff.



Figure 3: *How clean is your stormwater runoff?*  
(Figure: Mississippi River/Gulf of Mexico Watershed Nutrient Task Force, [www.nbit.gov/.../Gulf\\_Nutrient\\_Loading/](http://www.nbit.gov/.../Gulf_Nutrient_Loading/))

The quality of the stormwater that enters our waterways is not the only thing we have to worry about. We must also consider how much water is entering the stream at any one time. A rush of water can cause flooding. Heavy floods erode stream banks and will degrade the wildlife habitat in and around the waterway, as well as downstream of where the flood waters first entered. Erosion can be a problem for private properties that are located near streams since it can diminish the available land and even cause water damage in the buildings on the site.

## The History of Water Pollution Regulation

The first official recognition of a need for regulation on the type and amount of substances entering national navigable waters began in 1972 when the federal government passed the Federal Water Pollution Control Act (aka the Clean Water Act). Although originally enacted in 1948, most people refer to the 1972 revision as the Clean Water Act; it is regularly revised and amended. The Clean Water Act aims to restore and maintain the chemical, physical and biological integrity of the nation's waters. The U.S. Environmental Protection Agency (EPA) was granted the authority to implement any measures and regulations needed to fulfill this goal. The U.S. EPA, in turn, delegated authority to the State EPAs to enforce these mandates.

This Act regulates two sources of water pollution: point and non-point. Point sources are monitored and controlled by two Phases of the Clean Water Act: Phase I, which was passed into legislation in 1990, covers all medium and large municipal separate storm sewer systems, MS4s, (those serving populations of 100,000 or more), as well as several industrial activities and construction that disturbs more than five acres of land. Phase II covers small MS4s (those serving populations less than 100,000 or with densities of more than 1,000 residents per square mile), as well as construction sites that disturb less than five but more than one acre of land.

Each of these phases requires that regulated entities obtain permits to discharge into any federal navigable waters. These are the National Pollutant Discharge Elimination System (NPDES) permits. They are renewed every 5 years and become increasingly restrictive over time with the ultimate goal being the complete elimination of pollutants entering surface waters. There are six measures under the Phase II: Stormwater Final Rule that regulated facilities must address in order to be eligible for an NPDES permit. These measures are listed in the flow diagram on the previous page, p.1-2, Figure 4.



Figure 5: The 6th measure, Pollution Prevention/Good Housekeeping requires municipal facilities to implement stormwater pollution prevention controls to reduce or eliminate the discharge of pollutants from areas where municipal operations take place. This logo, developed by the Southwest Regional Storm Water Collaboration, encourages people to be contentious of what enters storm drains.



Figure 6: *Where does your stormwater go?*  
(Figure: from the EPA Office of Water)

## Definitions and Explanations for Stormwater Pollution Prevention Practices:

### What are Good Housekeeping Practices (GHPs)?

They are regular practices to ensure that when stormwater leaves the site it is free of pollutants. Good housekeeping practices (GHPs) include the reduction of chemicals used and wastes generated and the improved storage, containment and clean-up of any potentially hazardous materials on site. By implementing GHPs at the facilities, employees stay informed about water quality issues and the importance of preventing pollutants from being carried away by rainwater. Regularly maintaining facilities will save time and money in the long run: “don’t put off for tomorrow what you can get done today.” GHPs are typically behavioral and temporal rather than structural in nature. Applying Good Housekeeping Practices is an example of a Best Management Practice.



Figure 8: Sweeping instead of hosing down outside surfaces is an example of a GHP to prevent stormwater pollution. (Figure: www.webweaver.nu)



Figure 9: Labeling storm drains is an example of a BMP which reminds everyone to do their part to prevent pollutants from entering waterways. (Figure: www.berntsen.com)

### What are Best Management Practices (BMPs)?

Best Management Practices (BMPs) “are effective, practical, structural or non structural methods which prevent or reduce the movement of sediment, nutrients, pesticides and other pollutants from the land to surface or ground water...” (<http://state.hi.us/dlnr/dofaw/wmp/bmps.htm>). BMPs can be structural and non-structural in nature, but they are typically permanent mechanisms that are established on-site.

### Why Apply Good Housekeeping Practices and BMPs?

According to the Environmental Protection Agency, the 6th Measure for Phase II of the Clean Water Act is Pollution Prevention/Good Housekeeping. The factsheet on this measure states that: “This measure would require that the small MS4 owner or operator examine and subsequently alter their own actions to help ensure a reduction in the amount and type of pollution that

- (1) collects on streets, parking lots, open spaces, and storage and vehicle maintenance areas and is discharged into local waterways;
- (2) results from actions such as environmentally damaging land development and flood management practices or poor maintenance of storm sewer systems.

While this measure is primarily meant to accomplish the goal of improving or protecting the quality of receiving waters by altering the performance of municipal or facility operations, it also can result in a cost savings for the small MS4 owner or operator, since proper and timely maintenance of storm sewer systems can help avoid repair costs from damage caused by age and neglect. (<http://www.epa.gov/owm/fact2-8.pdf>.)”

***“Don’t put off for tomorrow what could get done today.”***



# Labeling and Inventories

Primary Objective: Stormwater Pollution Prevention



Figure 10: example of proper labelling

Detailed inventories of clearly labeled products are essential to any facility. Most products purchased for your facility (such as fertilizer or sprays) will come pre-labeled. However, some materials that are recycled, are waiting for disposal, or require mixing (such as mop cleaning solutions or liquids that need generic spray bottles) may not be labeled. It is necessary for employees to label containers when materials are transferred to it. Labels should include:

- Chemical name, when known (e.g. CaCl for calcium chloride)
- Generic name (e.g. road salt, antifreeze, etc.)
- A level-line on the container when initially filled
- A date when filled and expires
- Be written in a permanent pen/marker that will not smear in use or storage

An accurate inventory is different from your MSDS sheets in that it accounts for the specific product you have on your site, as well as the amount. This will help during Ohio EPA audits because they will be checking for how many environmentally-friendly and hazardous products are currently in your facility.

## Benefits

- Accurate inventories will help determine product loss, leaks, spills, and when new products should be ordered.
- While many of these products may not specifically threaten storm drains because they are stored indoors, the act of properly labeling contaminants will become a habit carried over to all storage activities that may take place outdoors

## Limitations

- These inventories and labeling recommendations may take more time to complete and add to an employee's workload. Overall, this GHP will save time for the facility when Ohio EPA audits or OSHA audits come.

## Estimated Costs

More paper or folders may be required to store detailed inventories.

## Possible Alternatives

None

# Replace or Reduce Pollutant Source

Primary Objective: Stormwater Pollution Prevention



Figure 12: example of environmentally safe cleaning products

The use of Environmentally Preferable Purchasing (EPP), as discussed on the EPA web site: [www.epa.gov/epp/](http://www.epa.gov/epp/), which encourages purchasers to look for the following:

- \* Minimizes exposure to concentrates
- \* No ozone depleting substances
- \* Recyclable packaging
- \* Recycled-content in packaging
- \* Reduced bioconcentration factor
- \* Reduced flammability
- \* Reduced or no added dyes, except when added for safety purposes
- \* Reduced or no added fragrances
- \* Reduced or no skin irritants
- \* Reduced or no volatile organic compounds (VOCs)
- \* Reduced packaging.

Or look for products that carry a Green Seal, Cradle-to-Cradle, or EPA Design for the Environment label or certification. If you are unable to purchase environmentally-friendly products, consider reducing application rates and quantities.

## Benefits

- Products are comparable in cost to what is spent in time, energy and money on traditional brands
- Products are comparable in effectiveness to what is spent in time, energy and money on traditional brands
- Reduced application rates and quantities will save money
- Environmentally-friendly products are typically safer for the health and well-being of the user since they contain lower or no quantity of harsh chemicals

## Limitations

- Some products claim to be environmentally friendly when really they are not
- To ensure that products are truly less hazardous for the environment, inspect products ingredients for VOCs (see above), or other harsh chemicals

## Estimated Costs

Will depend on type, quantity and purpose of the substance used

## Possible Alternatives

None

These products are typically safer for the health and well-being of the user.

# Proper Containment of Potential Pollutants

Primary Objective: Stormwater Pollution Prevention



Figure 15: example of proper containment

Permanent infrastructure for prevention of pollution from spills or leaks of materials and fluids contained on-site (e.g.: oils, anti-freeze, salt)

## Benefits

- Low-cost alternative for preventing pollutants from entering stormwater runoff
- Easier to handle/locate

## Limitations

- None

## Estimated Costs

Depends on type of product or containment mechanism used and size of potential pollutant source.

## Possible Alternatives

None

# Road Salt Storage and Handling

Primary Objective: Stormwater Pollution Prevention



**Bad**

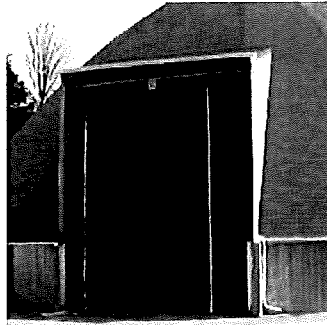


Figure 17: contained salt dome

**Good**

Road salt is a common method to reduce the amount of snow on roadways during winter. Because road salt is applied generously on roads when it snows, it may seem strange to attempt to prevent salt from entering streams. However, road salt is actually a common stormwater pollutant that in large abundance can damage the health and quality of streams and even groundwater.

Road salt storage handling is a typical activity for most public works facilities. Storage is the actual location of salt stockpiles. Handling entails the movement of salt from the stockpile to the truck or other storage unit. Salt handling during snow removal will be covered on page X of the manual.

Handling should be performed in a way to reduce the loss of salt (see usage tips on next page). Measuring whether proper handling is occurring requires a strict inventory (weighing) of salt before it is transported to the truck, how much is used during snow removal, and how much is brought back unused.

## Benefits

- Fewer salt “stains” on pavement
- Reduces loss (shrinkage) from environmental forces (rain, wind)
- The costs of improving infrastructure can eventually be recovered by reduced shrinkage

## Limitations

- Building a new road salt storage unit/dome can be expensive and may not be able to be moved into less environmentally sensitive areas (such as away from catch basins or streams).

## Estimated Costs

- Range from minimal to great. If an open salt dome is used, relatively inexpensive cover systems can be purchased.

## Possible Alternatives (to traditional road salt use)

The main alternatives to road salt are potassium acetate ( $C_2H_3KO_2$ ) and calcium magnesium acetate ( $Ca_xMg_y(C_2H_3O_2)$ ). These alternatives are orders of magnitude more expensive than road salt. Another more practical alternative is beet juice. This is a new alternative being used in a few cities around the country that only costs about \$8.00 more per ton than traditional road salt.



# Facility Sweeping

Primary Objective: Stormwater Pollution Prevention

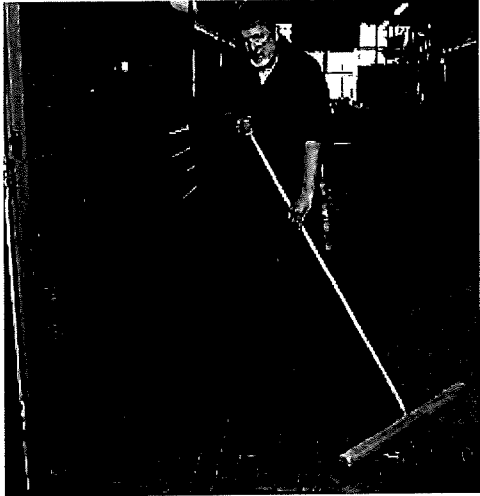


Figure 18: example of indoor sweeping

Regular sweeping of facility.

## Benefits

- Taking time every day to sweep cuts back on the time required to remove excess and spent materials from the floor
- Regular sweeping decreases potential health issues associated with the inhalation of dust, debris and other toxins
- Sweeping rather than mopping reduces the amount of water used during facility operations

## Limitations

- Mask may be required to reduce inhalation of dust and debris

## Estimated Costs

Cost will vary, from inexpensive (the price of a broom) to expensive (the purchase of specialized vacuuming equipment)

## Possible Alternatives

Mopping

## References

- SuperStock.com:  
[http://www.delivery.superstock.com/WI/223/1439/PreviewComp/SuperStock\\_1439R-1077794.jpg](http://www.delivery.superstock.com/WI/223/1439/PreviewComp/SuperStock_1439R-1077794.jpg)  
(Figure 18)

## Vendors

- Restockit.com:  
<http://www.restockit.com>
- Superior Solutions:  
<http://www.supersan.on.ca/>
- Shipping Supply Specialists:  
[www.uline.com/Class\\_08.asp?pricode=wf808](http://www.uline.com/Class_08.asp?pricode=wf808)

# Street Sweeping

Primary Objective: Stormwater Pollution Prevention

## Usage

- Street sweeping is necessary to prevent leaves, dust particles, and litter from entering storm drains. Any paved road system can benefit from regular street sweeping

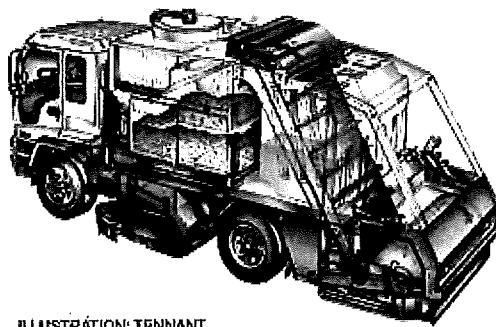


ILLUSTRATION: TENNANT

Figure 20: illustration of street sweeping vehicle

## References

- Montgomery County, MD:  
[www.montgomerycountymd.gov/content/dep/publications/pdf/streetsweeping.pdf](http://www.montgomerycountymd.gov/content/dep/publications/pdf/streetsweeping.pdf)
- Stormwater Journal, Jan. 2006:  
[http://www.forester.net/sw\\_0106\\_clean.html](http://www.forester.net/sw_0106_clean.html)
- Contract sweepers & equipment:  
Phone (Cincinnati): 513-577-7900  
Phone (Columbus): 614-221-7441  
[www.sweepers.com/street\\_plot\\_sweepers.php](http://www.sweepers.com/street_plot_sweepers.php) (Figure 19)
- Stormwater Journal, Feb. 2007:  
[http://www.forester.net/sw\\_0207\\_street.html](http://www.forester.net/sw_0207_street.html) (Figure 20)

## Installation Notes

- Street sweepers should be used in accordance with the operator's manual.

## Vendors

See next page... (p. 2-11.5)

## Maintenance

- Consult operator's manual or vendor for regular maintenance suggestions.

# Vehicle Washing

Primary Objectives: Stormwater Pollution Prevention



Figure 21: example of indoor car washing

Fire trucks and emergency response vehicles typically need to be washed on a regular basis. Washing usually requires the application of soaps or cleaners. To wash fire trucks and emergency vehicles without introducing pollutants to stormwater runoff, the following items should be considered:

- Do not wash vehicles outdoors unless it is done in the grass or on pervious pavement
- When washing indoors, do not keep the bay/hanger doors open unless a berm/sock is in place or there is an oil/water separator and/or a sewer drain located at the entrance
- Limit the amount of soap used or use environmentally-friendly products
- Where possible, use a commercial or city-operated car wash

## Benefits

- Clean vehicles
- No pollutants down storm drain

## Limitations

- It may not be possible to wash vehicles indoors or away from storm drain catch basins. In these cases, try to use a mat or berm to divert flow from catch basins and wipe the trucks down to remove loose sediments, which can then be swept. Remember: sediments are stream pollution too!

## Estimated Costs

Costs will increase only relative to the purchase of more expensive (environmentally-friendly) cleaning products or the use of a commercial car wash.

## Possible Alternatives

None

# Removal and Replacement of Impervious Surfaces

Primary Objective: Absorption of potential stormwater pollutants

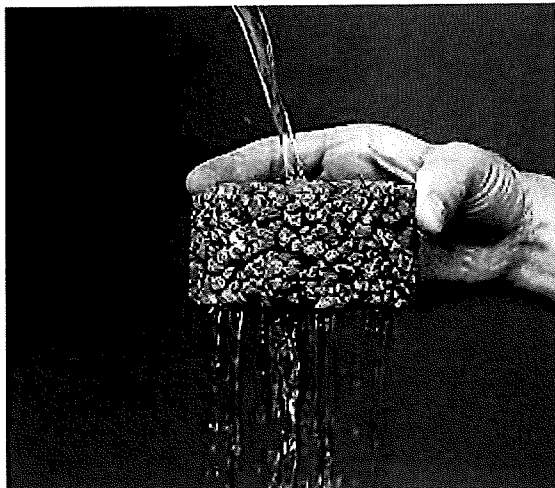


Figure 23: example of porous pavement

Porous pavement or asphalt is a permeable paving surface which has a stone reservoir beneath. The reservoir temporarily stores stormwater runoff before it filters down into the subsoils. Use of porous materials reduces sheet flow from paved surfaces and aids in groundwater

## Benefits

- Absorbs the stormwater runoff rather than having the stormwater runoff (containing pollutants) drain directly into a stream
- Reduces need for a detention pond because pavement absorbs and filters pollutants into subsurface terrain.

## Limitations

- Should be limited to low traffic areas
- Is susceptible to getting clogged with debris and particles
- Should be used with caution in cold climates: freezing and thawing events may cause the pavement to crack and dislodge
- Snow plowing dislodges the surface
- Proper site selection is essential

## Estimated Costs

Removal \$4.00 per square foot

Replacement \$9.61 per square foot.

## Possible Alternatives

Curb Cuts p. 2- 22

Use gravel or pavers on walkways and other alleyways.

Reduce use of pavement wherever possible

# Socks and Berms

Primary Objective: Stormwater pollution prevention

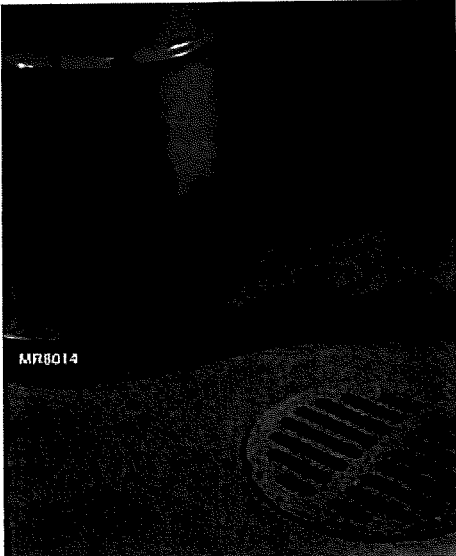


Figure 25: example of a spill berm

Materials that are used in spill containment and clean-up

## Benefits

- Able to contain spills and leaks
- Prevents downstream damage from sediment or material deposition
- Reduce the speed of runoff flow
- Minimal clearing required for installation
- Relatively inexpensive

## Limitations

- May not be effective in large spills
- May not be effective in high velocity spills
- Should only be used for temporary containment of spills and leaks

### Estimated Costs

Depends on the size and type of material being purchased and its function.

### Possible Alternatives

- Replace /Reduce Pollutant p. 2- 3
- Proper Containment p. 2- 5
- Mats p. 2- 18

Best Management Practice

# Mats

Primary Objective: Stormwater Pollution Prevention

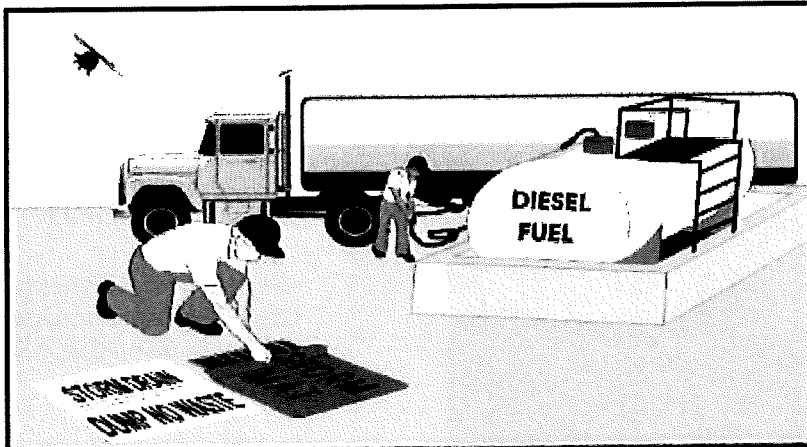


Figure 27: example of storm drain mat

## Estimated Costs

Average of \$100.00 per drain cover.  
Price goes down when bought in bulk.

## Possible Alternatives

Replace/Reduce Pollutant	p. 2- 3
Proper Containment	p. 2- 5
Socks and Berms	p. 2- 16
Catch Basin Inserts	p. 2- 20

Mats are flat surface covers that prevent leaks or spills from entering storm drains.

## Benefits

- Mats are often a cheaper alternative to other BMPs
- Use of mats will allow you to continue work outdoors without worry that pollutants might enter the storm drains
- Spills are easily cleaned before the removal of the mat

## Limitations

- Different types of mats will not contain all chemicals or fluids (e.g. certain acids may permeate through cheaper versions of mats)
- Use of mats is only a temporary solution for the prevention of spills or leaks from entering storm drains

# Catch Basin Inserts

Primary Objective: Stormwater Pollution Prevention



Figure 29: example of catch basin (storm drain) insert

Any device that can be inserted into an existing catch basin to provide some level of runoff contamination. It is an inlet to the storm drain system that typically includes a grate or curb inlet where stormwater enters the catch basin and a sump captures sediment, debris, and associated pollutants.

## Benefits

- Catch basin inserts are easy to retrofit
- Can be used in most catch basins
- Catch basins can withstand flow rates of up to 10 gallons/minute (gpm)
- Can be sized to accommodate pollutant type and catch basin size

## Limitations

- The most serious drawback is their tendency to be clogged with sediment if regular maintenance is not practiced. To capture 90% of the sediment, flow rates cannot exceed 3 gallons/minute. Vactor-trucks must be used to remove the sediments and pollutants from drains, which can be costly if the municipality does not own the proper equipment.

## Estimated Costs

Retrofit catch basin inserts range from \$400 ("drop-in" type) - \$10,000.

Long-term maintenance costs depend on labor pricing

## Possible Alternatives

Proper Containment	p. 2- 5
Street Sweeping	p. 2- 10
Socks and Berms	p. 2- 16
Mats	p. 2- 18

# Curb Cuts

Objectives: Stormwater pollutant diversion



Figure 31: image of retrofit curb cut

A sawed-out opening in a curb that allows water to flow to a vegetative area.

## Benefits

- Low cost
- Easily implemented
- Reduces need for more expensive measures
- Helps reduce erosion
- No maintenance cost

## Limitations

- Only useful where curbs exist
- The spacing of curb cuts and maximum curb cut widths may depend on the ordinances and zoning regulations of the facility/municipality

## Estimated Costs

- \$36 per linear foot
- \$20 per linear foot

## Possible Alternatives

Catch Basin Insert p. 2- 20

For locations where curbs will be removed or cut:

Vegetative Swales p. 2- 24

For new construction; consider not building curbs, if possible



# Vegetative Swales

Primary objective: Contaminant Removal



Figure 33: image of vegetative swale in residential district

A bioswale is a shallow depression containing natural vegetation that filters stormwater pollution and mitigates runoff. Bioswales improve water quality by infiltrating the first flush of storm water runoff and filtering the large storm flows they convey.

## Benefits

- Provides groundwater recharge and pollutant removal
- Improved water quality
- More cost-effective than piping
- Reduced runoff volume and rate
- Aesthetic enhancement
- Expected lifetime is 50 years

## Limitations

- May take up space that could be used for parking

## Estimated Costs

Considered relatively low-cost control measures. Annual maintenance costs are \$1/linear foot for seed and Average cost between 4.50-8.50/linear ft. when vegetated from seed. Average cost of 15-20/linear ft. when vegetated from sod.

## Possible Alternatives

Porous Asphalt	p. 2- 14
Curb Cuts	p. 2- 22
Rain Gardens	p. 2- 26

# Rain Gardens

Primary objective: Contaminant Removal



Figure 35: example of rain garden in lower terrain

A shallow landscaping feature (kidney bean shaped) that absorbs runoff and filters contaminants. They usually contain deep-rooted grasses and native plants.

## Estimated Costs

Construction	\$3.00/sq. ft.
Design	\$1.00/sq. ft.
Planting	\$3.00-\$4.00/sq. ft.
Plants	\$2.50-\$4.50/sq. ft.
Total Cost	\$11.00-\$13.00/sq. ft.

## Possible Alternatives

Vegetative Swales p. 2- 24

Rain capturing devices such as cisterns or rain barrels

## Benefits

- Filter runoff pollution
- Recharge local groundwater
- Conserve water
- Improve water quality
- Protect rivers and streams
- Remove standing water in yards/lawns
- Reduce mosquito breeding
- Increase beneficial insects
- Reduce flooding potential in buildings
- Create wildlife habitat for birds and butterflies

## Limitations

- Can form temporary stands of water if the garden's water-holding capacity is met
- Should not be placed over septic systems
- Should not be placed near wells

# Rain Gardens

Primary objective: Contaminant Removal

## Installation Notes (Cont'd)

- Because rain gardens are often designed to hold water 9 inches deep (values range from 6 -12 inches), the surface area required of a rain garden can be found using the following equation:  
Rain garden surface area = Rain garden volume ÷ Avg. depth of water
- The designer controls two factors that influence the drainage capability of the system: the type of soil used for media and the size and number of drainage pipes.
- Soil selected must have enough fines (clays) to support plant growth and capture particles of pollutants. The soil also must be permeable enough to allow water to pass. This balance is best achieved by using sandy loam to loamy sand.
- Costs of rain gardens are affected by four primary factors:
  - 1) The type of in-situ soil (sand or clay),
  - 2) The topography (flat or hilly),
  - 3) The types of vegetation selected, and
  - 4) The required surface area.



Figure 37: image of rain garden

## References

- Rain Garden Network:  
[www.raingardennetwork.com](http://www.raingardennetwork.com)
- Rain Gardens of West Michigan:  
[www.raingardens.org](http://www.raingardens.org)
- Low Impact Development Center:  
[www.lowimpactdevelopment.org](http://www.lowimpactdevelopment.org)
- Lake Superior, DuluthStreams.org:  
<http://duluthstreams.org>
- Department of Natural Science, Edgewood College, Madison, WI:  
[http://natsci.edgewood.edu/wingra/management/raingardens/rain\\_build.htm](http://natsci.edgewood.edu/wingra/management/raingardens/rain_build.htm)
- City of River Falls, WI:  
<http://www.rfcity.org/Eng/Figures/rain%20garden.jpg> (Figure 35)
- GeoSyntec Consultants:  
<http://www.mass.gov/envir/lid/pdf/raingarden.pdf> (Figure 36)
- University of Vermont:  
[www.uvm.edu/~ran/ran/toolbox/Figures/raingarden04.jpg](http://www.uvm.edu/~ran/ran/toolbox/Figures/raingarden04.jpg) (Figure 37)

## Vendors

- Ohio Prairie Nursery:  
[www.ohioprairienursery.com](http://www.ohioprairienursery.com)
- JFNew consulting:  
[www.jfnew.com](http://www.jfnew.com)
- Rain Garden Network:  
[www.raingardennetwork.com](http://www.raingardennetwork.com)

# Wetlands

Primary objective: Contaminant Removal

## Usage

- Wetlands are used anywhere excess nutrient or pollutant run-off needs to be managed.
- Built in cases where flow rate and area are large.
- Can be developed next to large parking areas.

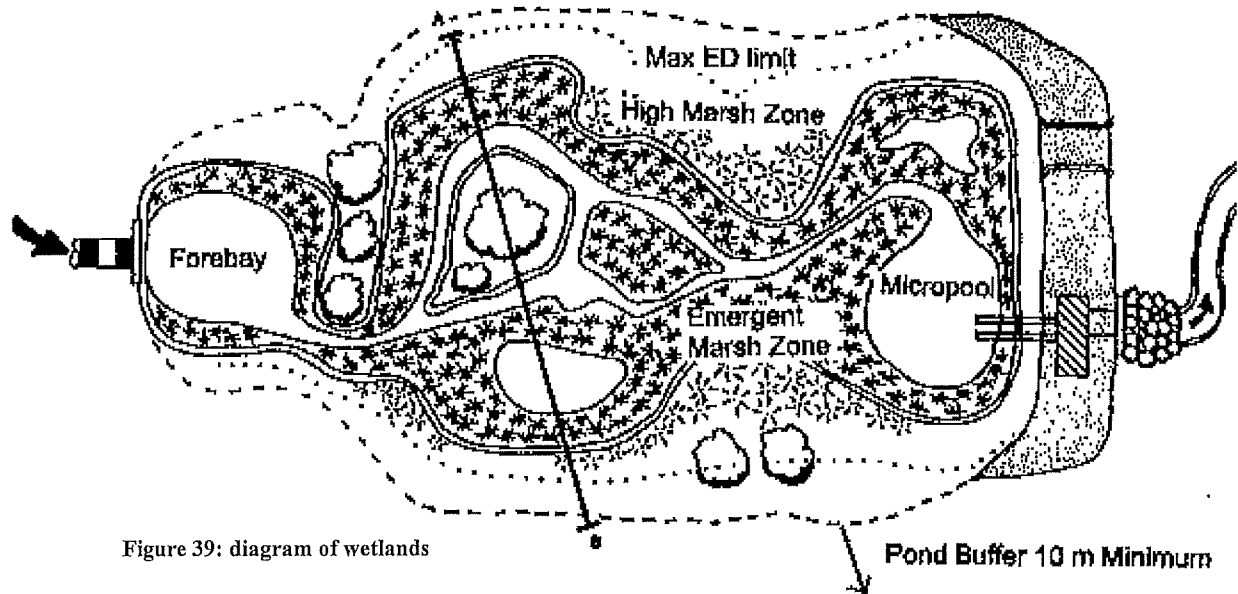


Figure 39: diagram of wetlands

## Installation Notes

- Wetland systems must be carefully sited to ensure that the desired functions for the system are established and maintained. In an urban environment wetland establishment may be limited due to factors such as drainage area or the absence of high groundwater tables.
- The best sites for wetland placement are most likely at low-lying interchanges or medians where runoff can be directed to them, or existing open areas such as parks, which provide additional aesthetic and educational benefits.
- Wetland and shallow marsh systems have habitat value and can be efficient at removing pollutants. Since these systems are frequently inundated, adequate safety measures such as safety benches, fences, guardrails, and safety zones must be provided.
- The first three years of wetland construction are critical because invasive species need to be removed and replaced with native varieties.

# Section 3

## Utilities

Refer to pages:

Labeling and Inventories.....	2-1
Reduce or Replace Pollutant Source.....	2-3
Proper Containment .....	2-5
Facility Sweeping.....	2-9
Vehicle Washing.....	2-12
Socks and Berms.....	2-16
Mats.....	2-18
Catch Basin Inserts .....	2-20

# Fertilizer Use

Primary objective: Stormwater Pollution Prevention

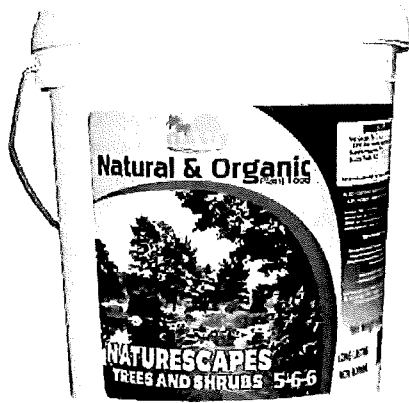


Figure 41: example of organic fertilizer



Figure 42: example of organic fertilizer

The impact of pesticides on water quality can be limited by using alternatives to pesticides, proper storage and proper application techniques. The pollutant concentration of runoff will greatly improve if the following three suggestions are followed. The pesticides should be replaced by organic deterrents as often as possible. In addition, considerations should be taken in reference to the layout of land and the proximity to stormwater drains.

## Benefits

- Pesticide control programs are believed to be vital to the restoration of urban watersheds

## Limitations

- Costs vary
- No effectiveness study has been conducted

## Estimated Costs

Depends on the type and amount

## Possible Alternatives

- Precision application
- Reducing quantity of fertilizer and frequency of fertilizer applications
- Not using fertilizer

# Pet Waste Collection

Primary objective: Stormwater Pollution Prevention



Figure 44: example of pet waste disposal bag container



Figure 45: example of pet waste collection bags

Pet waste collection provides a solution to fecal bacteria pollution as a result of runoff in areas that are densely inhabited by pets. These bacteria can pose health risks to humans and other animals and result in the spread of disease. The most effective method to prevent fecal bacteria pollution due to animals is to have owners pick up after their pets in public places and dispose of the feces in the provided collection bin.

## Benefits

- Animal waste collection results in a reduction of locally significant sources of biological oxygen demand (BOD) and bacterial contamination in streams.

## Limitations

- Success depends on the cooperation of individual pet owners

## Estimated Costs

- Costs can vary depending on signage used.
- 200 pet waste bags for \$9.95

## Possible Alternatives

Specifically designated dog parks

# Section 5

## Water Treatment Plant

Refer to pages:

Labeling and Inventories.....	2-1
Proper Containment .....	2-5
Facility Sweeping.....	2-9
Vehicle Washing.....	2-12
Socks and Berms.....	2-16
Mats.....	2-18
Catch Basin Inserts .....	2-20



# Section 7

## Fire Department

Refer to pages:

Labeling and Inventories.....	2-1
Reduce or Replace Pollutant Source.....	2-3
Proper Containment .....	2-5
Facility Sweeping.....	2-9
Hazardous Materials .....	7-1
Clean-Up of Materials.....	7-3
Vehicle Washing.....	2-12
Removal & Replacement of Impervious Surfaces.....	2-14
Socks and Berms.....	2-16
Mats .....	2-18
Catch Basin Inserts .....	2-20
Curb Cuts .....	2-22
Vegetative Swales .....	2-24
Rain Gardens.....	2-26

# Hazardous Materials

Primary Objective: Stormwater Pollution Prevention

## Usage

- This BMP should be taken into consideration at any facility housing hazardous materials or materials that could potentially contaminated stormwater. It is also useful where there are several employees working at the facility who will need a central point person to contact during emergencies.

### Spill Response Plan – in case of a spill or leak

1. Be safe
2. Stop the source
3. Protect stormwater
4. Notify the proper spill respondent
5. Clean-up
6. Dispose of wastes responsibly
7. Restock and Review

## References

- PACE program, Boulder, CO:  
<http://www.ci.boulder.co.us/www/pace/government/documents/FireDeptResourceSheet.pdf>
- Hazardous Materials & Chemical Storage:  
[www.hazmatchemicalstorage.us/](http://www.hazmatchemicalstorage.us/)  
(Figure 47)

## Installation Notes

- No installation necessary

## Maintenance

- Re-evaluation or re-education of the spill prevention/response plan should be performed every year or as needed (e.g. when new employees are hired or a new point-person is needed).

# Clean -Up of Materials

Primary Objective: Stormwater Pollution Prevention

## Usage

- Proper clean-up of materials is essential for managing stormwater runoff.



Figure 49: example of clean up and containment materials



Figure 50: example of spill absorption

## Installation Notes

- Do not store or dispose of any liquids outside. Materials that are no longer contained in a pipe, tank, or other container are considered to be "threatened discharges" to stormwater unless they are being actively cleaned up.
- Be familiar with the locations of storm drains and spill kits around and within your facility.
- Waste receptacles should be leak-tight and have lids/covers. Ensure the lid is sealed except while adding or removing materials
- Keep waste indoors, unless there is a fire hazard by keeping it outdoors
- Do not wash receptacles unless water goes to sanitary
- If possible, discharge lines and valves to landscaping, not to parking lots or storm drains
- During "main drains" or "pump tests" direct water flow to landscaping
- Waste from dry chemical suppression systems should be disposed of properly

## References

- PACE program, Boulder, CO:  
<http://www.ci.boulder.co.us/www/pace/government/documents/FireDeptResourceSheet.pdf>
- Texas Recycled® K-sorb products:  
<http://www.ecosorb.com/pics/industrial-absorbents.jpg> (Figure 48)
- Weaver Containment, Seville, OH:  
<http://weavercontainment.com/Figures/spill-kit.jpg> (Figure 49)
- Green Country Stormwater Alliance, OK:  
<http://www.stormwaterok.net/Absorbent.JPG> (Figure 50)

## Vendors

- Weaver Containment, Seville, OH:  
<http://weavercontainment.com/Figures/spill-kit.jpg>
- Texas Recycled® K-sorb products:  
[www.ecosorb.com](http://www.ecosorb.com)
- EPS Chemicals:  
[www.medcatalog.com/D\\_E/eps\\_chemicals.htm](http://www.medcatalog.com/D_E/eps_chemicals.htm)
- DAWG®:  
<http://www.dawginc.com/spill-control-absorbents>
- Spilfyter®:  
[www.npscorp.com/](http://www.npscorp.com/)

# Section 9

## Department of Engineers

Refer to pages:

- Labeling and Inventories.....2-1
- Reduce or Replace Pollutant Source.....2-3
- Proper Containment.....2-5
- Road Salt Storage and Handling.....2-7
- Facility Sweeping.....2-9
- Vehicle Washing.....2-12
- Removal & Replacement of Impervious Surfaces.....2-14
- Socks and Berms.....2-16
- Mats.....2-18
- Catch Basin Inserts .....2-20
- Curb Cuts .....2-22
- Vegetative Swales .....2-24
- Rain Gardens.....2-26
- Wetlands.....2-29

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

# Resolution

Number 18-0261

Adopted Date February 20, 2018

## APPROVE APPOINTMENT TO THE WARREN COUNTY RURAL ZONING COMMISSION

BE IT RESOLVED, to approve the following appointment to the Warren County Rural Zoning Commission:

Joseph Cesta  
2494 Manistique Lakes Drive  
Lebanon, Ohio 45036


term to expire 12/31/22

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Appointee  
Appointments file  
Zoning (file)  
Laura Lander

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

# Resolution

Number 18-0262

Adopted Date February 20, 2018

**APPROVE BOARD APPOINTMENT TO THE WARREN COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES**

BE IT RESOLVED, due to the vacancy left by the resignation of Mike Carroll, to appoint Barry Riley, 1322 Shawhan Road, Morrow, Ohio to the Warren County Board of Developmental Disabilities to fill the unexpired term; said term to expire December 31, 2020.

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Board of Developmental Disabilities (file)  
Appointee  
Appointments file  
Laura Lander

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

# Resolution

Number 18-0263

Adopted Date February 20, 2018

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,  
FEBRUARY 22, 2018


BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,  
February 22, 2018.

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

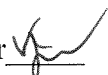
Mr. Young – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

tao/

cc: Auditor   
All Departments  
Commissioners file  
Press

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

# Resolution

Number 18-0264

Adopted Date February 20, 2018

AUTHORIZE PRESIDENT OF THE BOARD TO SIGN THE CHANGE ORDER WITH TRITECH SOFTWARE SYSTEMS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified, and recommended that the Board of County Commissioners approve the TriTech Software Systems change order to remove NDEX Interface; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign the TriTech Software Systems change order to remove NDEX Interface, as attached hereto and made a part hereof.

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: TriTech Software Systems  
Telecom (file)





## Change Order

Q4745JG-01 Date: 12/6/2017

### General & Client Information

Client Name: Warren County	Bill to: Gary Estes
System Description: Warren County-Full Suite	Warren Co
Great Plains ID: OH099/SD	500 Justice Drive
Change Order #	Lebanon, OH 45036
Original Sales Order #: 6395	
Client Purchase Order #	
Client Purchase Order Date	
Client Contact: Gary Estes	Ship to: Gary Estes
Contact Phone: 513-695-1810	Warren Co
Contact Email Address: gary.estes@wcoj.net	500 Justice Drive
Credit Terms: Net 30 days from date of invoice	Lebanon, OH 45036
Account Executive: Denny Fischer	
Project Manager: Jameson Gartner	

### Project Products & Services

Qty	Sales Category	Item Description	Unit Price	Qty*Unit \$	Extended Price
<b>Project Additions:</b>					
<b>Project Deletions:</b>					
(1)	Integration Services	NDEX Custom Interface-Interface development 10% complete	\$ 42,000.00	\$ (42,000.00)	\$ 4,200.00
(1)	Interface RMS/FBR 8x5	NDEX Annual Maintenance	\$ 9,240.00	\$ (9,240.00)	\$ 9,240.00
<b>Total:</b>					<b>\$ (37,800.00)</b>

### Project Summary & Totals

Hardware					\$ (37,800.00)
Estimated Sales Tax (State: at %)	Taxable sales:	0.00	Sales tax rate:	5.00%	\$ -
Estimated Shipping					\$ -
<b>Total:</b>					<b>\$ (37,800.00)</b>

### Project Payment Terms: Net 30 days from date of invoice

100% Removed from Final Milestone Payment	\$ (37,800.00)
<b>Total Payments: \$ -</b>	

### Summary Information & Project Notes

1) Client has requested the above NDEX interface be removed from scope. 2) Tasks completed prior to request for removal a) FDD complete b) OSD complete c) OSD review complete d) Follow up call with client for clarification complete e) Locating client references complete. 3) Email dated 11/8/17 from Gary Estes officially requesting interface be removed from scope

**Send Purchase Orders to:**  
 TriTech Software Systems  
 Attn: Sales Admin FAX: 858-799-7016  
[salesadmin@tritech.com](mailto:salesadmin@tritech.com)

**Remit Payments to:**  
 TriTech Software Systems  
 PO Box # 203223  
 Dallas, TX 75320-3223

Issued by: Jameson Gartner  
 Contact info: 970-308-1617  
[jameson.gartner@tritech.com](mailto:jameson.gartner@tritech.com)

### Terms and Conditions

Proposed Change Order is valid for 60 (sixty) days.

#### Software License Terms:

The TriTech Software is licensed for use by Client in accordance with the software licensing terms of the System Purchase Agreement or other TriTech license agreement currently in effect between TriTech and Client. Acceptance for the TriTech Software may be defined in the applicable Statement of Work ("SOW"), if not, the Software licenses shall be deemed accepted on delivery.

The annual Software Support Services for the TriTech Software licenses are provided for a period of twelve-months from the Installation date and shall be governed by the existing Software Support Agreement currently in effect between TriTech and Client. Support fees will be prorated at renewal of the existing support term to adjust the term to be co-terminus with the existing Software Support Agreement term.

#### Sales Tax:

Any estimated sales and/or use tax has been calculated as of the date of Change Order and is provided as a convenience for budgetary purposes. TriTech reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing, at the then current rates. Your organization must provide TriTech with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction, when your order is placed, if you are exempt from sales tax.



**Change Order**

Q47453G-01

Date: 12/5/2017

**General Terms:**

The items in this Change Order are based upon meetings and communications with the Client and unless attached to a contract form the entirety of the deliverables from TriTech.

The TriTech Software license price does not include any services for installation. Services, if applicable are listed as separate line items.

The scope of Deliverables for this order will be limited to the TriTech Software, Services, and Support, and if applicable third party items (collectively the "System") that are explicitly listed herein for the listed quantities.

This order provides TriTech Software licenses as well as required deployment services only for the environments that are explicitly listed herein (Production, Test, Training, Disaster Recovery, etc.). These software licenses do not apply to any other existing environments, or environments that may be implemented in the future.

Changes in the scope of certain components of the System may impact the cost and timelines for other areas of the Project.

All services will be performed during normal business hours, unless otherwise stated in this Change Order for specific service deliverables.

Deployment and implementation of TriTech Software and Services are based upon Client's provision and compliance with TriTech's System Planning Document.

TriTech reserves the right to adjust this Change Order as a result of changes including but not limited to project scope, deliverables (TriTech Software, or third party software or hardware, including changes in the hardware manufacturer's specifications), services, interface requirements, and Client requested enhancements.

Travel and out-of-pocket expenses will be invoiced as incurred, at actual cost, unless specifically itemized in the proposed change order.

TriTech reserves the right to assess \$1,000 cancellation fee for the training classes that are cancelled any later than 5 business days prior to the first day of the class, plus any additional fees or charges associated with the cancellation and rebooking of the airline tickets and other travel arrangements.

TriTech reserves the right to assess 25% of the services fee, up to \$1,000 as cancellation fee for any remote, or onsite installation services work that are cancelled by the Client at no fault of TriTech any later than 5 business days prior to the date of performing the work. This may include the services that are cancelled or rescheduled due to the client's infrastructure not meeting the minimum requirements for the installation, lack of preparation of the site based on TriTech's documentation, issues with remote connectivity, or other barriers that result in the work being cancelled.

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate this change order, check the appropriate box below and, either, (i) attach a copy of this change order to your purchase order when it is remitted to TriTech, or, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and fax this change order to 858-799-7015 or email to salesadmin@tritech.com to indicate your acceptance.

<input type="checkbox"/>	Purchase Order required and attached, reference PO# _____ on invoice
<input type="checkbox"/>	No Purchase Order required to invoice

**Please check one of the following:**

<input type="checkbox"/>	I agree to pay any applicable sales tax.
<input type="checkbox"/>	I am tax exempt. Please contact me if TriTech does not have my current exempt information on file.

**Accepted for Client**

Warren County	
Client Agency/Entity Name	
Tom Grossmann	President
Print Name	Title
Client Authorized Representative	
<i>[Signature]</i>	2/20/18
Signature	Date
Client Authorized Representative	

**TriTech Signature**

<i>[Signature]</i>	
Blake Clark	Chief Financial Officer
	12/14/2017
	Date

**APPROVED AS TO FORM**

*[Signature]*  
**Kathryn M. Horvath**  
 Asst. Prosecuting Attorney