

Resolution

Number 20-1627

Adopted Date November 17, 2020

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

WHEREAS, Kristy Williams, Eligibility Referral Specialist II within the Warren County Department of Job and Family Services, Human Services Division, has successfully completed a 365-day probationary period, effective November 3, 2020; and

NOW THEREFORE BE IT RESOLVED, to approve Kristy Williams' completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$15.68 per hour effective pay period beginning November 7, 2020.

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

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

Resolution adopted this 17th day of November 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Human Services (file)
K. Williams' Personnel File
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1628

Adopted Date November 17, 2020

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR TIFFANY TUTTLE WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Tiffany Tuttle, Protective Services Caseworker II within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period, effective November 17, 2020; and

NOW THEREFORE BE IT RESOLVED, to approve Tiffany Tuttle's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$20.40 per hour effective pay period beginning November 21, 2020.

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

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

Resolution adopted this 17th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
T. Tuttle's Personnel File
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1629

Adopted Date November 17, 2020

ENTER INTO CONTRACT WITH CORTECH, USA FOR THE WARREN COUNTY JAIL & SHERIFF'S OFFICE CORRECTIONS FURNITURE PROJECT

WHEREAS, pursuant to Resolution #20-1505, adopted October 27, 2020, this Board approved a Notice of Intent to Award Contract for the Warren County Jail & Sheriff's Office Corrections Furniture Project to Cortech, USA, for a total bid price of \$85,866.64; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Cortech, USA, 7530 Plaza Court, Willowbrook, Illinois, for a total contract price of \$85,866.64; as attached hereto and made a part hereof.

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

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

Resolution adopted this 17th day of November 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KH\

cc: c/a—Cortech, USA
Facilities Management (file)
OMB Bid file

THIS AGREEMENT, made this 17th day of November, 2020, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **Correctional Technologies, Inc., 7530 Plaza, Ct., Willowbrook, Illinois**, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

JAIL & SHERIFF'S OFFICE CORRECTIONS FURNITURE PROJECT

hereinafter called the project, for the sum of **\$85,866.64, eighty five thousand, eight hundred sixty six dollars and sixty four cents**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

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

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

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

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

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorneys fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and

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

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

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

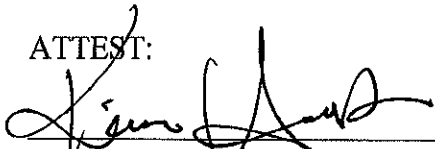
This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

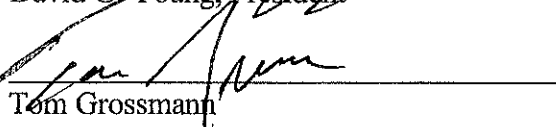
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)

ATTEST:


Name


David G. Young, President


Tom Grossmann

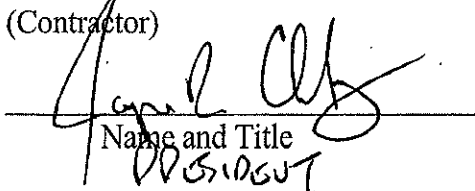
Shannon Jones

(Seal)

ATTEST:

CORRECTIONAL TECHNOLOGIES, INC.
(Contractor)

By:


Name and Title
PRESIDENT

Approved as to Form:


Assistant Prosecutor

Adam M. Nice 11/3/20

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1630

Adopted Date November 17, 2020

APPROVE AND ENTER INTO AN AGREEMENT WITH MILLENNIUM BUSINESS SYSTEMS ON BEHALF OF WARREN COUNTY BUILDING & ZONING DEPARTMENT

BE IT RESOLVED, to enter into an agreement with Millennium Business Systems, on behalf of Warren County Building & Zoning Dept., regarding the purchase of the Sharp MX - 3071 color/B&W/copier/ printer/scanner; copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 17th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Millennium Business Systems
Building & Zoning (file)



APPROVED AS TO FORM

Adam M. Nice

Service Agreement

Adam M. Nice
Asst. Prosecuting Attorney

11085 Montgomery Road, Cincinnati, OH 45249

Date	10/19/20
Sales Rep	DGB
PO #	

Bill To:	
Company:	Warren County Building / Zoning Dpt.
Address:	406 Justice Drive
City/State/Zip:	Lebanon, OH 45036
Contact:	Anna Helton
Phone:	(513) 695-1295
Meter Contact:	Anna Helton
E-Mail:	anna.helton@co.warren.oh.us

Ship To:	
Company:	Same
Address:	
City/State/Zip:	
Contact:	
Phone:	
Fax:	
E-Mail:	

Cycle Billing

Term: Annual	Cycle Begin Date: 10/19/20
Cycle Billing: Monthly	Cycle End Date: 11/18/20
Base Rate: None	Renewal Date: 10/19/21

Coverage Declarations: (Choose One)

<input type="checkbox"/>	Comprehensive Plus: All parts, labor, service calls, toner, developer, drums & staples	I have read and understand the terms and conditions listed on the back of this agreement. Initials: _____
<input checked="" type="checkbox"/>	Comprehensive: All parts, labor, service calls, toner, developer & drums	
<input type="checkbox"/>	Standard Plus: All parts, labor, service calls and drums	
<input type="checkbox"/>	Standard: All parts, labor and service calls	

Priced Per Machine	1-5: \$9.95 each <input type="checkbox"/>	6-10: 9.50 each <input type="checkbox"/>	11-20: \$ 8.95 each <input type="checkbox"/>	21+: \$200/month <input type="checkbox"/>	Opt Out <input checked="" type="checkbox"/>
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Pricing listed is billed per machine per month for 1-20 machines. Above 20 machines, there is a flat monthly billing of \$ 200.00. You must select one option.

Make/Model	Serial Number	ID#	Meter	B&W/Color	Copies Included	Additional Copies
Sharp MX - 3071	03017218	15488	20	B&W	0	\$0.006
			20	Color	0	\$0.04

Additional Provisions Listed Here:

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set forth the entire agreement between parties.

CUSTOMER ACCEPTANCE		Millennium Business Systems President	
Authorized Signature/Date	Print Name	Signature	Date
	David Young	<i>David Young</i>	11/18/20
	President		

Millennium Business Systems Terms and Conditions

"MBS" refers to Millennium Business Systems for all purposes of the terms and conditions of this agreement.

The initial term of this agreement is for twelve months. The agreement will automatically renew for another twelve months unless it is cancelled, in writing, by either party thirty (30) days prior to the expiration date. All maintenance agreement prices are subject to change upon renewal date, without notice. ~~Invoices are due within 10 days of the invoice date.~~ All service calls performed after cancellation date will be billed at standard parts and labor rates. Invoices are due within 20 days of the invoice date. *AMN 10/21/20*

This agreement includes unlimited service calls, (adjustments, repairs, and replacement parts necessitated by normal use) travel time, mileage, regularly scheduled preventative maintenance calls, parts, and labor (during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays) provided they are not a result of user negligence, misuse, abuse, or causes beyond MBS control. Travel and labor time for service calls after normal hours, on weekends and on holidays will be charged at overtime rates in effect at the time the service call is performed. Toner, developer, and drums may be included. Please see coverage declarations section on the reverse side of this agreement. Paper and staples are excluded as well as network support calls. (see optional NET Program below).

All parts are included except for the following: cassettes, exit and original trays, or any other part that is not related to the electronic or mechanical operation of the equipment. Parts damaged by fire and water, or other acts of nature, misuse or negligence on the part of the customer or operators of the equipment are excluded.

Customer agrees to provide adequate installation space, approved environmental conditions, and minimum electrical requirements as outlined by the manufacturer. Failure to do so may void the service agreement.

This agreement is void if equipment is relocated outside our servicing area. This agreement is non-transferable, non-refundable, and not assignable to a third party unless specifically authorized by an MBS agent in writing.

Parts or service necessitated by negligence, accident or use of non-approved supplies in the equipment will be charged at normal rates.

When in its sole discretion MBS determines a shop reconditioning is necessary to keep the equipment in working condition, MBS will submit to customer an estimate of needed repairs and the cost thereof, which will be in addition to the charge payable under this maintenance agreement. If the customer does not authorize such reconditioning, MBS may discontinue service of the equipment under this agreement, refunding the unused portion of the maintenance charge, or may refuse to renew the agreement upon its expiration. Thereafter, service will be available on a "Per Call" basis at published rates.

If the customer does not pay all charges for maintenance or parts as provided hereunder promptly due: (1) MBS may (a) refuse to service the equipment or (b) furnish service on a C.O.D. "Per Call" basis at published rates, and (2) the customer agrees to pay MBS costs and expenses of collection including the maximum attorney's fees permitted by law, said fee not to exceed 25% of the amount due hereunder. *AMN 10/21/20*

Other than obligations set forth herein, MBS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE: MBS SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OF PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT. *AMN 10/21/20*

Customer agrees to indemnify and save MBS harmless from any and all liability, loss, damage, expense, causes of action, suits and claims for adjustments resulting from injury to person or property, resulting from or based on actual alleged use, operation, transportation or services performed on the equipment or its location or condition after it has been delivered to the customer by MBS. *AMN 10/21/20*

This Agreement shall be governed by and construed according to the laws of the State in which MBS is located applicable to agreements wholly negotiated, executed and performed in such State. This constitutes the entire service agreement. No other statements or representations made shall be binding on either party. Your signature or initial payment will serve as your acceptance of these terms and conditions.

The Millennium Business Systems NET program is designated as a plus one enhancement to your existing MFP service program. MBS customers will now enjoy the following benefits that enhance the typical service plan.

- Unlimited remote monitoring and proactive preventive maintenance
- Automated toner monitoring and fulfillment
- Updates, installation and configuring new print drivers
- Adding and editing of "Scan to Folder"
- Adding and editing of "Scan to e-mail"
- Adding and editing of "Fax routing and destinations"
- Updating of Network Security Settings on MFP





Purchase Order

Fiscal Year 2020

Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20002476**

BILL TO

WARREN COUNTY BUILDING DEPT
406 JUSTICE DRIVE
LEBANON, OH 45036

VENDOR

MILLENNIUM BUSINESS SYSTEMS
11085 MONTGOMERY RD
CINCINNATI, OH 45249
Fax: 513-924-0042

SHIP TO

WARREN COUNTY BUILDING DEPT
406 JUSTICE DRIVE
LEBANON, OH 45036

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference			
513-924-9600		513-924-0042		202978					
Date Approved		Vendor Number		Date Required		Freight Method/Terms		Department/Location	
10/27/2020		80563						BUILDING REGULATION	
Item#	Description/PartNo				QTY	UOM	Unit Price	Extended Price	
1	BLD DIGITAL COPIER BASED MFP C The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading BLD DIGITAL COPIER BASED MFP, 10.1" HIGH RES TOUCH SCREEN COLOR LCD MODEL MX-M3071 GL Account: 11012300 - 5318				1.0	EACH	\$4,914.00	\$4,914.00	
									\$4,914.00

It is hereby certified that the amount on this purchase order required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the County Treasury or in the process of collection to the fund free from any obligation or certification now outstanding.

By: Matt Nolan
Warren County Auditor

VENDOR COPY

PO Total	\$4,914.00

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1631

Adopted Date November 17, 2020

AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO AN AGREEMENT WITH THE CITY OF MASON FOR THE KING AVENUE BRIDGE #282-0.97 REPLACEMENT PROJECT

BE IT RESOLVED, to approve and authorize the President of the Board to enter into an agreement with the City of Mason for the King Avenue Bridge #282-0.97 Replacement Project on behalf of the Warren County Engineer; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 17th day of November 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – City of Mason
Engineer (file)

COOPERATION AGREEMENT

King Avenue Bridge #282-0.97 Replacement Over Little Miami River Improvements Project

THIS IS AN AGREEMENT made as of November 17th, 2020 between The Warren County Board of County Commissioners ("County"), The Warren County Engineer ("County Engineer"), and the City of Mason ("City").

The County and the County Engineer propose a project to replace the King Avenue Bridge over the Little Miami River and complete associated roadway improvements ("Project"). The purpose of the Project is to improve public safety and better serve the needs of the traveling public by replacing the deteriorated structure. The improvements will require relocation of the City's 8 inch raw water main that crosses King Avenue.

The estimated cost of the City's 8 inch raw water main that is included in the Project is anticipated to be \$101,010.00. The County Engineer will be responsible for the water main relocation and will invoice the City at the completion of the water main construction for the cost associated with the relocation. The parties acknowledge and agree that this is a reasonable cost estimate for the water main relocation work included in the Project; however, the work must still be competitively bid.

The City consents to the water main relocation and agrees to cooperate in the Project by paying the estimated cost of the water main relocation (**\$101,010.00**). The County Engineer consents to the Project and agrees to cooperate in the Project by paying the remainder of the work. Funding to provide these services and acquisitions shall come from the County Engineer's Road and Bridge Fund and from the City's General Fund.

The City authorizes the County Engineer to be the lead for the Project. The County Engineer will act as the project manager, acquire necessary right-of-way, prepare and execute any and all documents required for right-of-way acquisition.

County Engineer shall be responsible to properly request, receive, and review construction bids. County Engineer will negotiate a fee and execute a construction contract to complete the work. County Engineer will administer the construction contract and/or any approved and properly executed amendments to the construction contract. After the work is performed, County Engineer shall coordinate review of the work by all necessary parties, and verify that the construction work invoiced has been completed and directly pay the construction fees. County Engineer will then invoice the City for the water main construction costs.

If County Engineer should receive any request from the contractors for changes/modification to the construction contract, County Engineer shall evaluate the proposed scope of work and the additional fee for the changes/modifications, prepare the appropriate Change Order and submit the Change Order to the City for its review and approval. Said approval is not to be unreasonably withheld.

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed by David Young, it's President on the date stated below, pursuant to Resolution No. 20-4631, dated 11/17/20.

RECOMMENDED BY: WARREN COUNTY ENGINEER	RECOMMENDED BY: WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
SIGNATURE: <u>Neil F. Tunison</u>	SIGNATURE: <u>David Young</u>
PRINTED NAME: Neil F. Tunison	PRINTED NAME: <u>David Young</u>
TITLE: County Engineer	TITLE: <u>President</u>
DATE: <u>11/9/2020</u>	DATE: <u>11/17/20</u>

Prepared by:

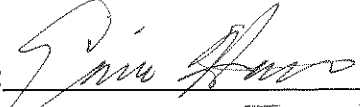
DAVID R. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

BY: Kathryn Horvath
Kathryn Horvath, Assistant Prosecutor
500 Justice Drive
Lebanon, Ohio 45036
Ph. (513) 695-1399
Fx. (513) 695-2759
Email: Kathryn.Horvath@co.warren.oh.us

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Pursuant to Ordinance No. _____ of the City Council of Mason, Ohio
dated _____, the City Manager of the City of Mason, Ohio has hereunto set his hand to this
Agreement on the _____ day of _____, 20____.

CITY OF MASON

BY: 
PRINTED NAME: Eric Hansen
TITLE: City Manager

Approved as to form:

LAW DIRECTOR

BY: N/A

PRINTED NAME: _____

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

Resolution

Number 20-1632

Adopted Date November 17, 2020

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO ENTER INTO A COOPERATION AGREEMENT WITH THE ABUSE AND RAPE CRISIS SHELTER OF WARREN COUNTY RELATIVE TO THE FY 2020 COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT PROGRAM

BE IT RESOLVED, to approve and authorize the President of this Board to enter into a Cooperation Agreement with the Abuse and Rape Crisis Shelter of Warren County relative to the FY 2020 Community Development Block Grant Entitlement Program, as attached hereto and made a part hereof; said Agreement to be effective upon execution.

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

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

Resolution adopted this 17th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: c/a – Abuse & Rape Crisis Shelter
OGA (File)
Abuse & Rape Crisis Shelter

**CDBG COOPERATION AGREEMENT
FOR NON-PROFIT CORPORATIONS**

This Agreement made and entered into this 17th day of November, 2020, by and between the Abuse and Rape Crisis Shelter of Warren County, by its Chief Executive Officer, duly authorized by their Resolution/Ordinance, passed by its Board on the 17th day of November, 2020 (hereinafter referred to as "ARCS"), and COUNTY OF WARREN, OHIO, duly authorized by Resolution No. 20-1632, adopted by its Board of County Commissioners on the 17th day of November, 2020 (hereinafter referred to as "County").

Warren County intends to assist in the operation of the ARCS for calendar year 2020, hereinafter referred to as "Project".

WITNESSETH:

WHEREAS, the County has received funding from the U.S. Department of Housing & Urban Development (HUD) through the FY 2020 Community Development Block Grant (CDBG) Entitlement Program; and

WHEREAS, ARCS has submitted a request to the County setting forth the proposed Project, and the County and HUD have approved said proposal; and

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

I. PERMISSION TO CARRY OUT PROJECT

ARCS grants permission to the County, pursuant to Ohio Revised Code Section 153.61 and/or 307.15, to carry out all activities necessary for the execution of this agreement and the County shall have authority over any and all details of the construction, acquisition, and/or improvements of the Project, including advertising for bids and the award of any construction or improvement contract.

II. OWNERSHIP OF PROJECT IMPROVEMENTS/PROPERTY

Upon commencement of a substantial portion of the project improvements, ARCS shall have and assume ownership of such improvements, materials, etc. associated with the Project, not otherwise remaining under ownership of the contractor(s) as specified in the project contract(s). Any property acquired or improved shall be owned and held by ARCS throughout the course of this CDBG Program as well as after Project completion.

III. PROJECT BUDGET AND USE OF FUNDS

Warren County has budgeted \$42,000.00 of their allocation from the FY 2020 CDBG Entitlement Program for the purpose of carrying out the Project as described herein, subject to all rules and regulations of the CDBG Program. The County retains the authority to revise the budget amount as indicated by the provisions of this agreement or as otherwise becomes necessary. The County is not expected nor obligated in any respect to expend any other County funds on the Project.

It is understood that funding provided to ARCS by the County to carry out the project is contingent upon CDBG funding being available to the County through HUD. Should, at any time, said funds not be available to the County, the County may terminate the Project and cancel this Agreement.

The following guidelines express the intent of the County regarding the use of CDBG funds for the Project; however, the County retains the authority to deviate from such guidelines if necessary:

- (a) ARCS shall be invited and encouraged to submit a detailed project description, plans, drawings, and bid specifications for all separable components of the Project improvements as set forth herein, along with a priority ranking for each,
- (b) The County may, at its discretion, enter into engineering, architectural, and/or related contract(s) to review, refine and/or supplement such project description, plans, drawings and bid specifications; the costs of such services and the costs of any other related project services, including supervision and inspection, shall be allocated to and deductible from the Project budget amount as set forth in Section III. In the case where the nature of the project clearly requires that such professional design services are needed, ARCS and County shall cooperate to assure that such services are provided, and the plans, drawings, specifications, etc., thus produced shall become the basic bid documents subject to approval by ARCS.
- (c) The County shall advertise and/or negotiate for bids according to Project specifications and/or separable components thereof and shall attempt to fund all or as large a portion of the total Project as possible within the project remaining Project budget amount;
- (d) In the event that all Project improvements, or a substantial and reasonable portion thereof, cannot be completed within the budget amount, the County will not enter into a contract(s) to carry out the Project unless additional funds become available as described in Section IV or are provided by ARCS;
- (e) In the event the County enters into a contract(s) for Project improvements within the (projected remaining) Project budget amount, and subsequent change orders/ contract amendments are requested by the contractor(s) which would cause the total Project cost to exceed the (projected remaining) budget, the County may disapprove such changes or terminate the contract(s), whichever it

deems more reasonable, unless additional funds become available as described in Section IV or are provided by ARCS.

IV. REMAINING FUNDS

Upon completion of all Project improvements or a substantial portion thereof, meeting the intent of the Project, the County shall make a determination as to the proposed use of any funds remaining in the Project budget. Such determination shall give consideration to other County FY 2020 Community Development Block Grant projects needing additional funds to meet the intent of such project(s). Such determination may also give consideration to the possibility of funding additional projects eligible for, but not included in, the County CDBG Program, as well as the possibility of funding additional related projects for ARCS.

V. CONTINUED OWNERSHIP AND MAINTENANCE

ARCS agrees to retain ownership of and provide reasonable maintenance of the Project improvements following completion of Project activities funded under the CDBG Program.

VI. DISCRIMINATION PROHIBITED

ARCS agrees to prohibit discrimination in the use of, or benefits from, the Project improvements on the basis of race, color, national origin, sex, age, religion, family status, or handicap in accord with Title VI of the Civil Rights Act of 1964, Section 109 of the Housing and Community Development Act of 1974, and CDBG regulations 570.900 and 570.907. ARCS shall also cooperate with the County in providing records of program beneficiaries, when necessary.

VII. RELEASE FROM LIABILITY

ARCS shall not hold the County liable for any damages incurred as a result of the activities undertaken in providing or carrying out the Project under the CDBG Program. However, this provision shall not relieve any contractor employed by the County of any possible liability as might be incurred through his or her contract.

VIII PROJECT REPRESENTATIVES

The County and ARCS shall each designate a Project Representative, who shall represent their respective entity in all matters pertaining to the administration of the Project, including those activities set forth in Section IX. Said representatives shall cooperate to the fullest extent possible to expedite the administration of the Project and to communicate the interests and decisions of their respective entity. Project Representatives are:

Warren County: Susanne Mason, Program Manager

Warren County Office of Grants Administration
406 Justice Drive
Lebanon, Ohio 45036
(513) 695-1259

Abuse and Rape Crisis Shelter
of Warren County:

IX. ABUSE & RAPE CRISIS SHELTER PARTICIPATION

ARCS, through its Project Representative, is invited and encouraged to participate in certain actions and/or decisions pertaining to the Project, as set forth below. It shall be understood, however, that in the event of any irreconcilable differences between the County and ARCS, the County shall have final authority in project administration.

ARCS Project Representative is invited and encouraged to:

- (a) Submit a detailed project description, plans, drawings and bid specifications for all separable components of the proposed project improvements along with a priority ranking for each;
- (b) Obtain all necessary local and state construction and improvement permits that are to be required of the contractor(s);
- (c) Submit proposed project improvement contract provisions setting forth contractor liabilities for damages, special working hour limitations, or any other reasonable provisions protecting ARCS's property or interests;
- (d) Participate in or designate an additional person to participate in and accept the responsibility for the supervision, inspection, and approval of the progress of the project improvements, submitting reasonable documentation of such activities and contract compliance by the contractor;
- (e) Review and recommend approval or denial of any proposed change orders or amendments to the contract(s) in progress.
- (f) Present a plan for the utilization and timing of any volunteer construction activities, site preparation or clean-up, donation of materials, or similar efforts in support of the completion of the project and/or the reduction of project costs. Such plan, upon approval by the County and after careful review to determine compatibility with appropriate federal and state regulations, shall become the responsibility of ARCS to implement in a timely manner. Failure to implement or a major delay in implementation could result in cancellation or modification of the Project by the County.


X. OTHER LAWS AND REGULATIONS


Although it is the intent of this Agreement that the County will attempt to assume full responsibility for the administration of the CDBG Project improvements set forth herein, ARCS agrees to comply with any and all CDBG Program regulations and local, state and federal laws, even though not specifically set forth in this Agreement, which the County cannot fulfill through its own authority or actions.

ARCS hereby agrees to indemnify the County, its agents, officers, and employees by reason of any finding for recovery made by the Auditor of State and/or U.S. Department of Housing & Urban Development by virtue of ARCS's failure to follow said CDBG Program regulations and local, state and federal laws.

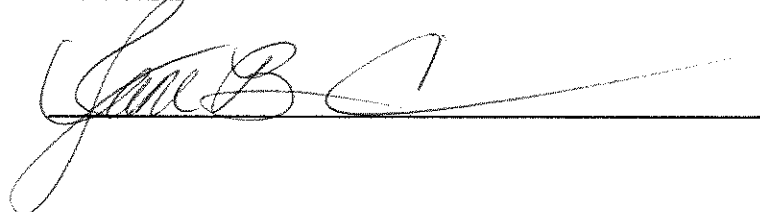
IN WITNESS WHEREOF, ARCS and the County have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

ATTEST: WARREN COUNTY BOARD OF COMMISSIONERS

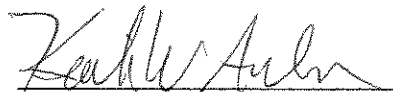

Tina Osborne, Clerk



ATTEST: ABUSE AND RAPE CRISIS SHELTER OF WARREN COUNTY



Approved as to form:


Keith Anderson
Assistant County Prosecutor

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

Resolution

Number 20-1633

Adopted Date November 17, 2020

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO ENTER INTO A COOPERATION AGREEMENT WITH THE INTERFAITH HOSPITALITY NETWORK OF WARREN COUNTY RELATIVE TO THE FY 2020 COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT PROGRAM

BE IT RESOLVED, to approve and authorize the President of this Board to enter into a Cooperation Agreement with the Interfaith Hospitality Network of Warren County relative to the FY 2020 Community Development Block Grant Entitlement Program, as attached hereto and made a part hereof; said agreement to be effective upon execution.

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

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

Resolution adopted this 17th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: c/a – Interfaith Hospitality Network
OGA (File)
Interfaith Hospitality Network

**CDBG COOPERATION AGREEMENT
FOR NON-PROFIT CORPORATIONS**

This Agreement made and entered into this 17th day of November, 2020, by and between the Interfaith Hospitality Network of Warren County, by its Chief Executive Officer, duly authorized by their Resolution/Ordinance, passed by its Board on the 17th day of November, 2020 (hereinafter referred to as "IHN"), and COUNTY OF WARREN, OHIO, duly authorized by Resolution No. 20-1632, adopted by its Board of County Commissioners on the 17th day of November, 2020 (hereinafter referred to as "County").

Warren County intends to assist in the operation of the IHN for calendar year 2020, hereinafter referred to as "Project".

WITNESSETH:

WHEREAS, the County has received funding from the U.S. Department of Housing & Urban Development (HUD) through the FY 2020 Community Development Block Grant (CDBG) Entitlement Program; and

WHEREAS, IHN has submitted a request to the County setting forth the proposed Project, and the County and HUD have approved said proposal; and

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

I. PERMISSION TO CARRY OUT PROJECT

IHN grants permission to the County, pursuant to Ohio Revised Code Section 153.61 and/or 307.15, to carry out all activities necessary for the execution of this agreement and the County shall have authority over any and all details of the construction, acquisition, and/or improvements of the Project, including advertising for bids and the award of any construction or improvement contract.

II. OWNERSHIP OF PROJECT IMPROVEMENTS/PROPERTY

Upon commencement of a substantial portion of the project improvements, IHN shall have and assume ownership of such improvements, materials, etc. associated with the Project, not otherwise remaining under ownership of the contractor(s) as specified in the project contract(s). Any property acquired or improved shall be owned and held by IHN throughout the course of this CDBG Program as well as after Project completion.

III. PROJECT BUDGET AND USE OF FUNDS

Warren County has budgeted \$69,450.00 of their allocation from the FY 2020 CDBG Entitlement Program for the purpose of carrying out the Project as described herein, subject to all rules and regulations of the CDBG Program. The County retains the authority to revise the budget amount as indicated by the provisions of this agreement or as otherwise becomes necessary. The County is not expected nor obligated in any respect to expend any other County funds on the Project.

It is understood that funding provided to IHN by the County to carry out the project is contingent upon CDBG funding being available to the County through HUD. Should, at any time, said funds not be available to the County, the County may terminate the Project and cancel this Agreement.

The following guidelines express the intent of the County regarding the use of CDBG funds for the Project; however, the County retains the authority to deviate from such guidelines if necessary:

- (a) IHN shall be invited and encouraged to submit a detailed project description, plans, drawings, and bid specifications for all separable components of the Project improvements as set forth herein, along with a priority ranking for each,
- (b) The County may, at its discretion, enter into engineering, architectural, and/or related contract(s) to review, refine and/or supplement such project description, plans, drawings and bid specifications; the costs of such services and the costs of any other related project services, including supervision and inspection, shall be allocated to and deductible from the Project budget amount as set forth in Section III. In the case where the nature of the project clearly requires that such professional design services are needed, IHN and County shall cooperate to assure that such services are provided, and the plans, drawings, specifications, etc., thus produced shall become the basic bid documents subject to approval by IHN.
- (c) The County shall advertise and/or negotiate for bids according to Project specifications and/or separable components thereof and shall attempt to fund all or as large a portion of the total Project as possible within the project remaining Project budget amount;
- (d) In the event that all Project improvements, or a substantial and reasonable portion thereof, cannot be completed within the budget amount, the County will not enter into a contract(s) to carry out the Project unless additional funds become available as described in Section IV or are provided by IHN;
- (e) In the event the County enters into a contract(s) for Project improvements within the (projected remaining) Project budget amount, and subsequent change orders/ contract amendments are requested by the contractor(s)

which would cause the total Project cost to exceed the (projected remaining) budget, the County may disapprove such changes or terminate the contract(s), whichever it deems more reasonable, unless additional funds become available as described in Section IV or are provided by IHN.

IV. REMAINING FUNDS

Upon completion of all Project improvements or a substantial portion thereof, meeting the intent of the Project, the County shall make a determination as to the proposed use of any funds remaining in the Project budget. Such determination shall give consideration to other County FY 2020 Community Development Block Grant projects needing additional funds to meet the intent of such project(s). Such determination may also give consideration to the possibility of funding additional projects eligible for, but not included in, the County CDBG Program, as well as the possibility of funding additional related projects for IHN.

V. CONTINUED OWNERSHIP AND MAINTENANCE

IHN agrees to retain ownership of and provide reasonable maintenance of the Project improvements following completion of Project activities funded under the CDBG Program.

VI. DISCRIMINATION PROHIBITED

IHN agrees to prohibit discrimination in the use of, or benefits from, the Project improvements on the basis of race, color, national origin, sex, age, religion, family status, or handicap in accord with Title VI of the Civil Rights Act of 1964, Section 109 of the Housing and Community Development Act of 1974, and CDBG regulations 570.900 and 570.907. IHN shall also cooperate with the County in providing records of program beneficiaries, when necessary.

VII. RELEASE FROM LIABILITY

IHN shall not hold the County liable for any damages incurred as a result of the activities undertaken in providing or carrying out the Project under the CDBG Program. However, this provision shall not relieve any contractor employed by the County of any possible liability as might be incurred through his or her contract.

VIII. PROJECT REPRESENTATIVES

The County and IHN shall each designate a Project Representative, who shall represent their respective entity in all matters pertaining to the administration of the

Project, including those activities set forth in Section IX. Said representatives shall cooperate to the fullest extent possible to expedite the administration of the Project and to communicate the interests and decisions of their respective entity. Project Representatives are:

Warren County: Susanne Mason, Program Manager
Warren County Office of Grants Administration
406 Justice Drive
Lebanon, Ohio 45036
(513) 695-1259

Interfaith Hospitality Network
of Warren County:

IX. INTERFAITH HOSPITALITY NETWORK PARTICIPATION

IHN, through its Project Representative, is invited and encouraged to participate in certain actions and/or decisions pertaining to the Project, as set forth below. It shall be understood, however, that in the event of any irreconcilable differences between the County and IHN, the County shall have final authority in project administration.

IHN Project Representative is invited and encouraged to:

- (a) Submit a detailed project description, plans, drawings and bid specifications for all separable components of the proposed project improvements along with a priority ranking for each;
- (b) Obtain all necessary local and state construction and improvement permits that are to be required of the contractor(s);
- (c) Submit proposed project improvement contract provisions setting forth contractor liabilities for damages, special working hour limitations, or any other reasonable provisions protecting IHN's property or interests;
- (d) Participate in or designate an additional person to participate in and accept the responsibility for the supervision, inspection, and approval of the progress of the project improvements, submitting reasonable documentation of such activities and contract compliance by the contractor;
- (e) Review and recommend approval or denial of any proposed change orders or amendments to the contract(s) in progress.
- (f) Present a plan for the utilization and timing of any volunteer construction activities, site preparation or clean-up, donation of materials, or similar

efforts in support of the completion of the project and/or the reduction of project costs. Such plan, upon approval by the County and after careful review to determine compatibility with appropriate federal and state regulations, shall become the responsibility of IHN to implement in a timely manner. Failure to implement or a major delay in implementation could result in cancellation or modification of the Project by the County.

X. OTHER LAWS AND REGULATIONS

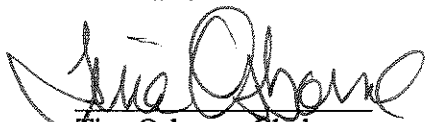
Although it is the intent of this Agreement that the County will attempt to assume full responsibility for the administration of the CDBG Project improvements set forth herein, IHN agrees to comply with any and all CDBG Program regulations and local, state and federal laws, even though not specifically set forth in this Agreement, which the County cannot fulfill through its own authority or actions.

IHN hereby agrees to indemnify the County, its agents, officers, and employees by reason of any finding for recovery made by the Auditor of State and/or U.S. Department of Housing & Urban Development by virtue of IHN's failure to follow said CDBG Program regulations and local, state and federal laws.

IN WITNESS WHEREOF, IHN and the County have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

ATTEST:

WARREN COUNTY BOARD OF COMMISSIONERS


Tina Osborne, Clerk




ATTEST:

INTERFAITH HOSPITALITY NETWORK OF WARREN COUNTY



Approved as to form:


Keith Anderson
Assistant County Prosecutor

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

Resolution

Number 20-1634

Adopted Date November 17, 2020

APPROVE AND ENTER INTO TRANSPORTATION SERVICES CONTRACT WITH UNIVERSAL TRANSPORTATION SYSTEMS LLC DBA UTS FOR THE OPERATION OF THE WARREN COUNTY TRANSIT SERVICE

WHEREAS, Warren County procured transportation services for the operation of the Warren County Transit Service for the period of January 1, 2021; to December 31, 2021; and

WHEREAS, Warren County selected Universal Transportation Systems, LLC dba UTS to be the service provider; and

NOW THEREFORE BE IT RESOLVED, to approve and enter into a transportation services contract with Universal Transportation Systems, LLC dba UTS for the operation of the Warren County Transit Service for the period of January 1, 2021, to December 31, 2021, as attached hereto and made a part hereof.

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

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

Resolution adopted this 17th day of November 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: Transit (file)
C/A—Universal Transportation Systems, LLC (dba UTS)
Universal Transportations Systems

**CONTRACT
FOR
TRANSPORTATION SERVICES**

This contract executed this 17th day of November, 2020 by and between the Warren County Board of Commissioners (hereinafter referred to as the County) and Universal Transportation Services LLC (hereinafter referred to as the Service Provider).

WITNESSETH:

WHEREAS, the County has made application by and between the State of Ohio, acting by and through the Ohio Department of Transportation (ODOT) for operating assistance under the Federal Transit Administration, and the Ohio Public Transportation Grant Program; and

WHEREAS, the goals of the Urban Transit Program are to enhance the access of the public for purposes such as health care, shopping, education, recreation, public services and employment by encouraging the maintenance, development, improvement, and use of passenger transportation systems; and

WHEREAS, the County has agreed by resolution to contract with the Service Provider to carry out the provisions of the Project.

NOW, THEREFORE, in consideration of the mutual covenants, promises, representations, and warranties set forth herein the parties agree as follows:

SECTION 1. PURPOSE OF CONTRACT. The purpose of this Contract is to provide for the undertaking of transportation services to the general public in Warren County, as described in the application, incorporated herewith and made a part hereof by reference, (hereinafter referred to as the Project) by the Service Provider and to state the terms, conditions, and mutual understandings of the parties as to the manner in which the Project will be undertaken and completed.

SECTION 2. TYPE OF CONTRACT. This contract shall be a unit price contract based on vehicle hours of service and compensation thereunder shall be in accordance with **Section 7, COMPENSATION.**

SECTION 3. PROJECT IMPLEMENTATION. The Service Provider agrees to undertake and complete the Project either directly or indirectly under the supervision of the County in accordance with the terms and conditions of this Contract and as described in the Request for Proposals which shall be incorporated herein and made a part hereof by reference. The County shall supply fuel for all WCTS vehicles.

SECTION 4. PROJECT DURATION. The Service Provider shall commence and carry on the Project beginning January 1, 2021 and ending December 31, 2021 with renewal options for four (4) additional one year periods, upon mutual agreement of Service Provider and County, as authorized by ODOT and FTA and in accordance with the standards and guidelines established by the County. Hourly rates for the 4th and 5th years of the contract will be indexed to the annual "All Items" Consumer Price Index (CPI) for "Cincinnati-Hamilton, OH-KY-IN" as calculated by the Bureau of Labor Statistics" for the previous calendar year. **Under no circumstances shall the hourly rate increase for any single year exceed three (3) percent over the previous year's hourly rate.**

SECTION 5. LEVEL OF FUNDING. The Service Provider shall provide services under this contract for costs, in accordance with the Services Provider's budget, incorporated herewith by reference, in an amount not to exceed \$930,000.00 for gross operations, administrative costs and reasonable profit to the Service Provider as set forth in the cost summary. Federal and state funds are available for the project. The remainder of Project funds will be provided by other sources as specified in the application and the project budget. The not to exceed amount may be exceeded with prior written approval of County. Service Provider shall not be required to provide service if no funding is available.

It is understood that funding provided to the Service Provider by the County is contingent upon a sufficient level of funding being available to the County through FTA and ODOT. Should, at any time, sufficient Federal and/or State funds not be available to the County for the operations of urban public transportation services, the County may suspend or terminate the Project and cancel this contract as stipulated in Section 28 TERMINATION. In the event the Agreement is terminated by County, Service Provider shall be paid for services provided through the date of termination.

SECTION 6. ELIGIBLE PROJECT EXPENDITURES. Project expenditures eligible for payment under this Contract are only for those expenditures which are eligible Urban Transit expenses and are further identified in the Project budget.

OMB Circular A-87 shall be used as guidance in establishing cost principals applicable to this contract.

SECTION 7. COMPENSATION. The Service Provider shall submit properly documented invoices, not more than once a month based on vehicle revenue hours of service. The vehicle revenue hourly rate shall be \$31.37 not to exceed 29,640 vehicle revenue hours. After reviewing and verifying invoices, the County will process said invoices and remit payment within thirty (30) days, contingent on the availability of federal, state and/or local funds. Service Provider may cease to provide services under this Agreement should County fail to compensate Service Provider for services rendered. The provisions of the preceding paragraph shall apply to compensation owed to Service Provider.

A "Vehicle Hour" is defined as, "from the time the vehicle picks up the first passenger until the time the vehicle drops off their last passenger, excluding any scheduled lunch breaks".

PAYMENT TERMS. County shall pay Service Provider within 30 days of receipt of Service Provider's invoice.

DISPUTED INVOICES. In the event County disputes any portion of Service Provider's invoice, County shall notify Service Provider in writing within fourteen (14) days of receipt of Service Provider's invoice. County shall pay the undisputed portion of the invoice within thirty (30) days of receipt of Service Provider's invoice.

DISPUTE RESOLUTION. Service Provider and County shall meet within fourteen (14) days of Service Provider's receipt of County's notice of a disputed invoice to negotiate a resolution to the dispute. In the event Service Provider and County cannot resolve the dispute through negotiation, the dispute will be resolved in accordance with Section 31 (below).

SECTION 8. TRANSIT REVENUE. The revenue generated from WCTS shall be considered the property of the Warren County Board of Commissioners. A revenue transfer arrangement shall be coordinated with the County and approved by ODOT prior to implementation. Daily summary sheets for

the previous week shall be provided to the County by the end of the first business day of the following week.

The service provider shall repay Farebox receipts lost or stolen while in the possession of the service provider to the Warren County Board of Commissioners.

SECTION 9. ACCOUNTING RECORDS. The Service Provider shall establish and maintain in accordance with requirements and established by the County, ODOT, and FTA, separate accounts for the Project either independently or within its existing accounting system to be known as the Project Account.

All cost charged to the Project, including any approved services contributed by the Service Provider, or others, shall be supported by properly executed payroll, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges in accordance with the rules and regulations of the County, ODOT and FTA.

All checks, invoices, vouchers, orders or other accounting documents in whole or in part to the extent feasible, kept separate and apart from all other such documents.

All accounting records shall be retained for three (3) years following payment of the final voucher or completion of audit whichever is later.

SECTION 10. FINANCIAL STATEMENT. The Service Provider shall submit to the County as such times as it may require, such confidential financial statements, records, and other fiscal documents as may be deemed necessary by the county, ODOT or FTA. The County at all times shall maintain the confidentiality of said documents subject to O.R.C. 149.43 et seq. and other applicable law. Upon completion of the contract for services, but subject to the County's Retention schedule and to the resolution of any pending audits or litigation, the County shall return any and all confidential financial statements, records, and other fiscal documents provided to the County by the Service Provider."

SECTION 11. AUDIT AND INSPECTION. The Service Provider shall permit the County, ODOT, and FTA or their agents to inspect all vehicles, facilities and equipment purchased by the County, including those obtained through the Project, all transportation services rendered by the Service Provider by the use of such vehicles, facilities and equipment, and all relevant Project data and records. The Service Provider shall also permit the County, ODOT, and FTA or their agents to audit the books, records, and accounts of the Service Provider pertaining to the Project. An annual audit shall be conducted.

The Service Provider agrees the County shall be permitted to inspect all work, materials, payrolls and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project. The Service Provider further agrees to allow the County to participate in the management of the Project, including but not limited to the hiring and appointment of Project personnel. Notwithstanding the participation of the County, the Service Provider shall make the ultimate determination in all management decisions, including the hiring and appointment of Project personnel.

Any overpayment to the Service Provider as may be determined by the audit must be refunded to the County.

SECTION 12. USE OF COUNTY'S EQUIPMENT AND FACILITIES. Vehicles, equipment or facilities owned by the County will be used by the Service Provider only for the implementation of the

Project and will be maintained at a high level of safety, cleanliness and mechanical soundness. The Service Provider shall permit the County to inspect all vehicles, equipment, and facilities for the Project. A list of vehicles and equipment is included as an attachment.

Should County be unable to replace its fixed assets after the end of their useful lives, County and Service Provider shall meet and agree on any additional repair costs incurred by Service Provider to maintain County's fixed assets beyond their useful lives.

The Service Provider shall assist the County in developing specifications and in the evaluation of procurements for capital purchases.

SECTION 13. REQUIRED INSURANCE COVERAGE. Contractor shall provide vehicle physical damage coverage (Comprehensive and Collision) to include such perils as fire; lightning; explosion; theft; windstorm; hail; earthquake; flood; mischief; vandalism; and overturn or collision with another object. The most Contractor will pay for any one loss is the lesser of: 1) the actual cash value of the damaged or stolen property as of the date of the loss; or 2) the cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or 3) the property's stated value on the fleet inventory. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a "total loss". If a repair or replacement results in better than like kind or quality, Contractor will not pay for the amount of the betterment. The vehicle physical damage coverage shall name the Client/vehicle owner as a loss payee, and shall be primary and in no respect excess to, contributory to, or contingent upon any physical damage coverage carried by the Client/vehicle owner. Contractor shall provide the Client/vehicle owner with a Certificate of Insurance showing compliance with the requirements of this paragraph. Liability insurance shall protect the U.S. Department of Transportation, the Ohio Department of Transportation, and Warren County from claims for damages to property and bodily injury including death, which may arise from or in connection with operating of the project equipment by the Service Provider or anyone directly or indirectly associated with the Service Provider. The amount of the liability guaranteed by the contract shall be not less than \$1,000,000.00 for damages for any one incident and not less than \$2,000,000.00 in the aggregate. The following policy minimums shall also apply: 1) \$100,000 for bodily injury to or death of any person arising out of any one accident; 2) \$300,000 for bodily injury to or death of more than one person in any one accident; and 3) \$50,000 for damage to property arising from any one accident. Said policy shall name the Warren County Board of Commissioners as an "additional named insured". A copy shall be supplied to the Board of Commissioners prior to the effective date of the contract. Any deductible on such policies will be paid by the Service Provider. Deductibles and self-insured retainers, if any, will be identified in the proposal. Proposers must also identify their insurance agents and underwriting company. Warren County will be named as additional insured on all liability policies. All accidents and incidents must be reported to the Grants Coordinator immediately but no later than the next business day.

Each insurance policy will contain the following clause: "It is agreed that these policies will not be canceled nor the coverage reduced until thirty (30) days after Warren County has been notified in writing of such changes, reductions or cancellations." The Service Provider will provide proof of insurance coverage no later than ten (10) days prior to commencing service.

SECTION 14. INDEMNIFICATION. The Service Provider agrees to protect, defend, indemnify and hold harmless Warren County, its officers, employees and agents against any and all charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character

in connection with or arising directly or indirectly out of this contract and/or performance hereof and resulting from the negligence or intentional misconduct of Service Provider.

The Service Provider further agrees to investigate, handle, respond to, and defend any and all such claims and to absorb all associated costs, even if such claims are groundless, false or fraudulent.

SECTION 15. ENVIRONMENTAL VIOLATIONS. The Service Provider agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 18579h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15) which prohibits the use under nonexempt Federal contracts, grants, loans of facilities included on the EPA list for Violating Facilities. The Service Provider shall report violations to the County, ODOT, FTA, and the US EPA Assistant Administrator for enforcement.

SECTION 16. ENERGY CONSERVATION. The Service Provider shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6321 et. seq.).

SECTION 17. CONSULTANT CONTRACTS. Contracts for consultant services must be submitted by the Service Provider to the County for review and prior approval by the County, ODOT, and FTA. If the Service Provider wishes to subcontract a portion of the contract, the Service Provider shall certify to the County that the Service Provider has taken appropriate steps to ensure compliance with EEO, Title VI and DBE as further detailed in Sections 18, 20, and 21 of this contract.

SECTION 18. ASSIGNABILITY. The Service Provider shall not assign, transfer, convey or subcontract in whole or in part, sublet or otherwise dispose of the Contract without the expressed prior written consent of the County and such written consent shall not release the Service Provider from any obligations of this Contract.

SECTION 19. OUTSIDE CONTRACT SERVICES. All contracts for outside services must be of a sufficient amount to totally cover the expenses incurred under said contract, and must be submitted to the County for review and approval prior to execution.

SECTION 20. PROJECT MONITORING AND EVALUATION DATA. The Service Provider shall provide all data required for monitoring and evaluation of the Project requested by the County, ODOT, and FTA. The Service Provider shall provide operating data, including but not limited to, ridership, vehicle hours of service, operation costs and revenues to the County for submission to ODOT as periodically required.

SECTION 21. CHANGES IN PROJECT SCOPE OR BUDGET. Any change to the Project's scope of service or budget as described in the County's Project file with, and approved by, ODOT, and FTA must receive prior approval from the County, ODOT, and FTA before changes can become effective. Failure to obtain prior approval of such changes may result in ineligibility of certain costs for reimbursement. Changes to this Agreement shall be effective only upon written agreement between the parties.

SECTION 22. PERSONNEL. The Service Provider will be solely responsible for the provision of and satisfactory work performance of all employees as described in this RFP or any reasonable performance standard established by Warren County, and will be solely responsible for payment of all employees'

and/or subcontractor's wages and benefits. Any reasonable performance standard other than what is described in the RFP shall be provided in writing to the Provider at least thirty (30) days prior to the implementation of that performance standard. The Service Provider will comply with the requirements of employee liability, workers' compensation, unemployment insurance, Immigration Status, and social security. The Service Provider will notify the Warren County Office of Grants Administration within twenty-four hours of the removal or reassignment of the Project Director or Operations Manager. The Service Provider and its employees, agents, representatives and all others working in concert with the Service Provider shall not be considered to be employees of Warren County; rather, the same shall be considered as independent contractors.

The Service Provider will furnish the following personnel:

Project Director - Due to the critical role occupied by the position of Project Director, the Service Provider must identify the person chosen to fill the position, and provide a detailed resume of the individual's experience. The Project Director must be available, if requested, to be interviewed by representatives of Warren County. The Project Director will be required to meet with representatives of Warren County monthly to review and discuss the service. The Project Director will assist County personnel with compiling the required information for the County's preparation of the grant applications for funds from local, state and federal sources and assist the County in the generation of contracts in meeting its local cash needs for the transportation project.

Office Staff - The Service Provider will supply a sufficient number of employees to staff the office at all required times. The Service Provider will be responsible for training these employees and making sure that all program policies and procedures are understood and followed. The Service Provider must describe how daily dispatch functions will be executed, including the handling of emergency and unusual situations.

Drivers - The Service Provider will be required to furnish a sufficient number of qualified drivers to operate the vehicles and to provide the services. Drivers must wear uniform shirts that identify them as transit drivers. All drivers will be neatly and cleanly dressed, and will maintain a courteous and cooperative attitude when in contact with the public. All drivers must be at least 21 years old and properly licensed in the State of Ohio to provide public transportation services. In addition, drivers who will be operating vehicles seating more than sixteen (16) passengers (including the driver) or weighing more than 26,001 pounds must possess a valid Commercial Driver's License (CDL) and meet all CDL requirements. A written record from the Ohio Bureau of Motor Vehicles (BMV) or approved equivalent must be submitted for each driver. Drivers who do not meet the following minimum criteria may not participate in the Project:

- No more than one (1) moving violation per year for the past five (5) years, with the maximum of six (6) points on his/her BMV report.
- Driving Records of all drivers will be checked annually for compliance with these standards.
- If the driver's license has been suspended, he/she must have two (2) full subsequent years with no moving violations, and
- Drivers must successfully pass a drug and alcohol test.
- A criminal records background check through the Bureau of Criminal Identification and Investigation must be conducted for all applicants. Under no conditions will a driver convicted of a felony or theft, domestic violence, assault, drug/alcohol, or sex related offense be allowed to participate in the Project

- Before hiring an applicant for employment, Service Provider must obtain a valid copy of a signed statement from a licensed physician acting within the scope of the physician's practice declaring that the applicant does not have a medical condition or physical condition, including vision impairment that cannot be corrected, that could interfere with safe driving, passenger assistance, and emergency treatment activity or could jeopardize the health and welfare of a client or the general public.)

Before a driver is permitted on the road driving, they will observe with another driver or trainer, 8 hours of riding along and also be familiarized with safety procedures including evacuation of the vehicles; drivers will be trained on the proper use of wheelchair lifts and wheelchair securements before being put out on the road alone.

All drivers must receive the following training & review the following policies before transporting any passengers and must have a sign off sheet verifying such:

- Personnel Policies
- Operations Manual
- Customer Service Policy
- Safety Policy

All drivers must receive or have received the following training within 6 months of hiring:

- Sensitivity training (including Passenger Assistance Techniques Training),
- Defensive Driving (including behind the wheel practice),
- System Security & Emergency Preparedness Plan Training (SSEPP),
- Limited English Proficiency Procedures, and
- In addition to the required drug and alcohol, bloodborne pathogens, and wheelchair securement training, all drivers are required to complete first aide training, CPR, and some type of passenger assistance training within six months of being hired. You may contact ODOT for a list of passenger assistance training programs that meet this requirement. Trainers for the required training must have a certificate of completion from a state or nationally recognized organization. All drivers should participate in regular staff meetings or safety meetings throughout the year to maintain their skills and to learn new information. Other types of training are encouraged including Defensive Driving.

Within 1 month of hiring drivers must receive the following training:

- One hour of Drug & Alcohol training.

Drivers will receive refresher courses as set by ODOT or the County.

Drivers will be required to maintain vehicle logs for each day of service. Logs will include scheduled and actual pick up times, beginning and ending mileage, driver hours, no shows, and other pertinent information.

SECTION 23. LABOR PROTECTION. During the performance of this Contract, the Service provider agrees to comply with the following:

Labor Provisions

- (1) Overtime Requirements: No Service Provider shall require or permit any laborer or mechanic to work in excess of eight hours in any calendar day or in excess of forty hours in any work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his or her rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work weeks.
- (2) Violation: Liability for Unpaid Wages, Liquidated Damages: In the event of any violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5, the Service Provider responsible therefore shall be liable for the unpaid wages. In addition, the Service Provider shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchman and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5
- (3) Withholding for unpaid wages and Liquidated Damages: US DOT or ODOT shall upon its own action or upon written request of an authorized representative of the Department of Labor withheld or cause to be withheld, from any monies payable on account of work performed by the Service Provider under this Contract or any other Federal contract with the same Service Provider, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Service Provider, such sums as may be determined to be necessary to satisfy any liabilities of such Service Provider for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR Section 5.5.
- (4) Non-construction Grants: The Service Provider shall maintain payrolls and basic payroll records during the course of the work and shall preserve for a period of three years from the completion of this Contract for all laborers and mechanics, including guards and watchman, working on the Project. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. Further, the Service Provider shall insert in any subcontract a clause providing the records to be maintained under this paragraph shall be made available by the subcontractor for inspection, copying, or transcript by authorized representatives of US DOT and the Department of Labor. The Service Provider shall permit such representatives to interview employees during working hours.
- (5) Subcontracts: The Service Provider shall insert in any subcontracts the clauses set forth in subparagraphs (1) through (5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Service Provider shall be responsible for compliance by any lower tier subcontractor with the clauses set forth in subparagraphs (1) through (5) of this section.

SECTION 24. EQUAL EMPLOYMENT OPPORTUNITY. In connection with the execution of this contract, the Service Provider shall not discriminate against any employee or applicant for employment or use of the transportation service provided because of race, religion, color, sex, age, or national origin. The Service Provider shall take affirmative action to ensure the applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex, age, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion,

or transfer, recruitment, or advertising, layoff or termination, and selection for training including apprenticeship.

The Service Provider shall document such affirmative action efforts by providing the County with data relating to the sex, race, age, and classification of each employee of the Service Provider's organization.

SECTION 25. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. The Provider must comply with the Americans with Disabilities Act. The Service Provider agrees that as a condition to this Contract that no otherwise qualified disabled person shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under this program or activity that receives or benefits from Federal financial assistance administered by the County through funding by ODOT and FTA.

Service Provider shall not be responsible for any violations of the complimentary paratransit provision of the Americans with Disabilities Act or its regulations for service denials in the event County does not authorize the number of revenue hours required to provide all the trip demand. Service Provider shall not be required to provide service without compensation. County shall be solely responsible for adopting operating policies which are in compliance with the ADA.

SECTION 26. MINORITY AND DISADVANTAGED BUSINESS ENTERPRISES:

(1) Policy. It is the policy of US DOT that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 23 apply to this contract.

(2) DBE Obligation. The County and its Service Providers agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this contract. In this regard the County and Service Providers shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

The Service Provider shall not exclude DBEs from participation in business opportunities by entering into long-term, exclusive agreements with non-DBEs for operation of major transportation-related activities or for the provision of goods and services for the Project.

SECTION 27. CIVIL RIGHTS ACT OF 1964 (TITLE VI). The Service Provider will comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252), The Regulation of DOT-issued thereunder (CFR Title 49, Subtitle A, Part 21), and the requirements as identified in the attached Appendix A.

SECTION 28. DRUG-FREE WORKPLACE ACT. The Service Provider will be required to implement a drug and alcohol testing program for all safety-sensitive personnel, per 49 CFR Part 655 and Part 40, by January 1, 2002. The Service Provider will also be required to comply with the Drug-Free Workplace Act of 1988 as amended.

SECTION 29. TERMINATION. The County may, by written notice to the Service Provider, terminate the Project and cancel this contract for any of the following reasons:

- (1) ODOT notifies the County of the termination of this Project without cause.
- (2) The Service Provider discontinues providing urban public transportation services as described in the Application approved by ODOT and FTA or in approved modifications, thereto.
- (3) The Service Provider takes any action pertaining to this Contract without the approval of the County and which under the procedures of this contract would have required the approval of the County.
- (4) The commencement, prosecution or timely completion of the Project by the Service Provider if for any reason, rendered improbable, impossible, or illegal.
- (5) The Service Provider shall be in default under any provision of this contract which default remains uncured following thirty (30) days written notice of default (See Section 33, below).
- (6) Sufficient Federal and/or State funding is not made available to the County for the operation of urban public transportation services.

In the event the Agreement is terminated by County, except for default of Service Provider, Service Provider shall be paid for services provided through the date of termination.

SECTION 30. CONTRACT CHANGES. Any proposed change in this contract shall be agreed upon by the County and Service Provider and must not alter the agreement between the County and ODOT. Any change that would alter the County's contract with ODOT must receive approval from ODOT prior approving said change

In the event of any change in Federal, State or Local law, rule or ordinance which has the effect of increasing or decreasing Service Providers' operating costs, Service Provider and County shall meet to discuss the impact of these costs and may, subject to the approval of County and Service Provider, negotiate adjustments to Service Providers' rates as specified herein. Should the County and Service Provider be unable to reach an agreement to increase Service Provider's rate to offset the increased costs, Service Provider may terminate this Agreement. The County acknowledges that Service Providers' termination due to inability to recover additional costs imposed is reasonable.

SECTION 31. SEVERABILITY. In the event any provision of the contract is declared to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provision of the contract and each provision of the contract will be and is deemed to be separate and severable from each other provision.

SECTION 32. DISPUTE. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the County and the Service Provider shall be referred to the Director of ODOT whose decision shall be final, unless the County or Service Provider thereafter seeks resolution in a Court of Law.

The Service Provider is responsible for maintaining the Project facilities, equipment, and vehicles and will abide by the standard Federal and State assurances as agreed to by the County in its contract with ODOT and incorporated herein by reference.

SECTION 33. DEFAULT. Neglect or failure of the Service Providers to comply with any of the terms, provisions or conditions of this contract or failure of any representation made to the County, ODOT, or

FTA in connection with this Contract by the Service Provider shall be an event of default. Service Provider may correct its default or make substantial progress, as determined by the County, to correct the default within 30 days of receipt of written notice of default. County may take any action, as authorized by this Agreement, should Service Provider fail to address the default.

SECTION 34. FLEET FUEL PROVISIONS

It shall be agreed by both parties that said fuel shall only be used for WCTS vehicles for official WCTS business. The Service Provider shall be responsible for the costs of any unauthorized purchases by any of their employees through this system.

The Service Provider shall also be responsible for any fuel cards or any other materials supplied by any third party fuel vendor to the Service Provider. The Service Provider shall also be responsible for the cost of any lost, stolen, or replacement fuel cards.

The Service Provider shall notify the County immediately of the change of status of any employee of the Service Provider authorized to purchase fuel for WCTS vehicles. Any costs associated with the failure of the Service Provider to notify the County immediately shall be borne by the Service Provider.

SECTION 35. FEDERAL REQUIREMENTS

The Service Provider shall be required to comply with all of the FTA Master Agreement referenced in Appendix B. The Service Provider shall also comply with any and all additional regulations, requirements, etc. that may be required as part of the Urban Transit Program.


SECTION 36. FORCE MAJEURE

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, or strike; acts of God; acts of the Government; war or civil disorder; violence or the threat thereof; severe weather; commandeering of material, products, plants, or facilities by the federal, state, or local government; national fuel shortage.

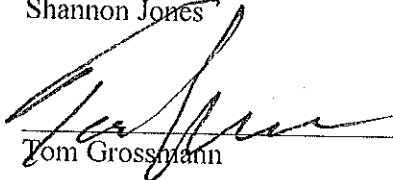
IN WITNESS WHEREOF, this CONTRACT is effective upon execution provided that the Warren County Board of Commissioners and the Service Provider sign below.

ATTEST:

BOARD OF COUNTY COMMISSIONERS

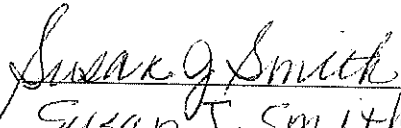

Tina Osborne, Clerk

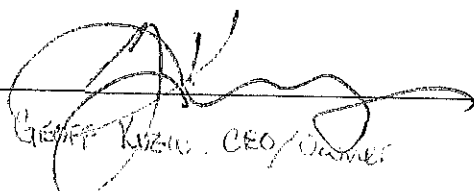

David Young

Shannon Jones

Tom Grossmann

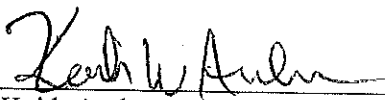
ATTEST:

UNIVERSAL TRANSPORTATION SYSTEMS LLC
dba UTS


Susan J. Smith


Geoff Kuzin, CEO/Owner

Approved as to form:


Keith Anderson
Assistant County Prosecutor

(APPENDIX A TO TITLE VI ASSURANCE)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitation for Subcontracts. Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Warren County or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to Warren County, or the Federal Transit Administration (FTA) as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with nondiscrimination provisions of the contract, Warren County shall impose contract sanctions as it or the Federal Transit Administration (FTA) may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the contractor under the contract until the contractor complies; and/or
 - (b) cancellation, termination, or suspension of the contract, in whole or in part
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Warren County or the Federal Transit Administration (FTA) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved

in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the contractor may request Warren County to enter into such litigation to protect the interests of Warren County. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

MASTER AGREEMENT

For Federal Transit Administration Agreements authorized by
49 U.S.C. chapter 53, Title 23, United States Code (Highways),
the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users,
as amended by the SAFETEA-LU Technical Corrections Act of 2008,
the Transportation Equity Act for the 21st Century, as amended,
the National Capital Transportation Act of 1969, as amended,
the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5,
February 17, 2009, or other Federal laws that FTA administers.

FTA MA(18) October 1, 2011, Updated October 23, 2015

<http://www.fta.dot.gov/documents/18-Master.pdf>

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

Resolution

Number 20-1635

Adopted Date November 17, 2020

APPROVE AMENDMENT NO. 2 TO AMENDED AND RESTATED FOOD SERVICE CONTRACT WITH ARAMARK CORRECTIONAL SERVICES, LLC.


BE IT RESOLVED, to approve and authorize the President of the Board to sign Amendment No. 2 to Amended and Restated Food Service Contract with ARAMARK Correctional Services, LLC. for food service to the Warren County Jail, as attached hereto and made a part hereof.

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

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

Resolution adopted this 17th day of November 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – ARAMARK Correctional Services, LLC
Sheriff (file)

Amendment No. 2 to Amended and Restated Food Service Contract

THIS AMENDMENT NO. 2 (the "Amendment") is entered into this 17th day of November, 2020 by and between the **Warren County Board of Commissioners** ("COUNTY") and **Aramark Correctional Services, LLC**, a Delaware limited liability company having its principal place of business located at 2400 Market Street, Philadelphia PA 19103 ("VENDOR").

WHEREAS, COUNTY and VENDOR entered into an Amended and Restated Food Service Contract dated October 16, 2018 for the management of the food service operation at the Warren County Jail (as amended, the "Agreement"); and

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective October 1, 2020.


NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. **Price Adjustment:** In accordance with Paragraph 5 of the Agreement, the parties agree that the price per meal charged to the COUNTY by VENDOR shall be changed as set forth on Attachment A due to changes in the Consumer Price Index. This price shall be effective from October 1, 2020 through September 30, 2021, and shall supersede in all respects the price per meal set forth in the Agreement or in any other prior agreements between the parties.

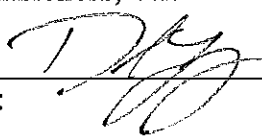
2. Except as provided herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be signed by their duly authorized representatives the day and year first written above.

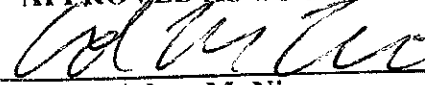
Aramark Correctional Services, LLC

By: 
Mark R. Adams
Chief Financial Officer

**Warren County Board of
Commissioners, OH**

By: 
Name:
Title:

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

Attachment A
Warren County Jail
Effective October 1, 2020 through September 30, 2021

No. of Residents*	Price Per Meal**
201 - 220	\$1.347
221 - 240	\$1.278
241 - 260	\$1.243
261 - 280	\$1.193
281 - 300	\$1.184
301 - 320	\$1.176
Staff & Visitors	\$3.104

*The total number of resident meals served per week is divided by 21 in order to determine the price point on the sliding scale.

**\$0.03 per meal will be added to the determined price in the scale for repairs and maintenance.

AFFIDAVIT OF NON COLLUSION

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

I, Mark R. Adams, holding the title and position of Chief Financial Officer at the firm Aramark Correctional Services, LLC, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

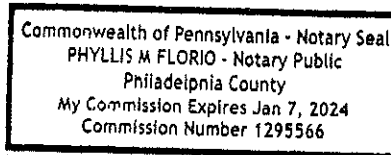
Mark R. Adams

AFFIANT

Subscribed and sworn to before me this 29th day of October 2020

Phyllis M Florio
(Notary Public),

Philadelphia County.



My commission expires January 7 20 24

Resolution

Number 20-1636

Adopted Date November 17, 2020

AUTHORIZE COUNTY ADMINISTRATOR TO SIGN MEMORANDUM OF UNDERSTANDING AND ADDENDUM/AMENDMENT TO THE LABOR CONTRACTS BETWEEN THE WARREN COUNTY SHERIFF AND THE WARREN COUNTY DEPUTY SHERIFFS' BENEVOLENT ASSOCIATION

WHEREAS, there is a need to consider a Memorandum of Understanding and contract addendum/amendment changing the collective bargaining agreements ("labor contract") between the Warren County Sheriff and the Warren County Deputy Sheriffs' Benevolent Association covering the Sworn Deputy bargaining unit; and

WHEREAS, the Memorandum of Understanding contained information regarding changes to Articles 7, 15, 23, 26, 27, and 34; and

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to sign the above referenced Memorandum of Understanding and incorporating changes to the labor contract covering the Sworn Deputy bargaining unit. Copy of Memorandum of Understanding attached hereto and made a part hereof.

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

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

Resolution adopted this 17th day of November 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Warren County Deputy Sheriffs' Benevolent Association
Sheriff (file)

MEMORANDUM OF UNDERSTANDING

In an attempt to encourage the progressive recruiting of exceptional candidates for the open position of Deputy Sheriff, there are times when the Sheriff may have the ability to send a candidate to the Ohio Basic Peace Officer Academy. This Memorandum of Understanding is designed to modify, enhance or clarify certain articles and sections of the current Sworn Deputies Collective Bargaining Agreement, SERB Case Number 2019-MED-07-0644 as they may apply to a newly hired employee, or the transition of a current Sheriff's Office employee into the position of deputy sheriff. This "Program" is designed to benefit both existing employees in career development and the Sheriff's Office in recruitment. While it is not exclusive to existing employees, they are the emphasis.

1. The determination of when to open this opportunity is strictly at the sole discretion of the Sheriff. When making this decision he may consider many factors to include, but not limited to:
 - Available candidate pool
 - Number of positions needed to be filled
 - Timeliness of academy opening

A decision by the Sheriff to select or not select a candidate for the Ohio Basic Peace Officer Academy is not subject to the grievance procedure.

2. To ensure consistency in the hiring process, Warren County Sheriff's Office Policy and Procedure, *32 Hiring Process* will be adhered to.
3. Addition to Article 7 Probationary Periods:

Section 7.5. The employee, while attending the Basic Peace Officer Academy, is on probation. They may be terminated at any time they are in the Academy and shall have no right to appeal the termination. The 365 calendar day probationary period set forth in Section 7.1 shall apply to all employees subject to this memorandum of understanding and shall commence on the first day the employee works for the Sheriff's Office as a sworn deputy after completing the academy.

4. In the event the selected employee fails to meet academy standards, and they previously filled a role within the Sheriff's Office, there is no guarantee there will be an available opening for them to return to; however, the Sheriff's Office will attempt to accommodate a return to their original assignment. In the event there is no opening, and they are an employee in good standing, the Sheriff may rank them on an available eligibility list for the next available original assignment.

5. Article 15 Clarification:

The Sheriff's Office will use the Ohio State Highway Patrol Academy. Sections 15.2 and 15.5 are applicable. In the event the academy is closed, or the work week does not total 40 hours, or 80 hours in a pay period, the employee is expected to alert the Administrative Services Commander for guidance.

In the event the employee wishes to attend another State Certified Peace Officer Academy, they may coordinate this through the Administrative Services Commander; however, the academy must be the equivalent of a "full-time" academy and will be at their expense. Again, Sections 15.2 and 15.5 are applicable.

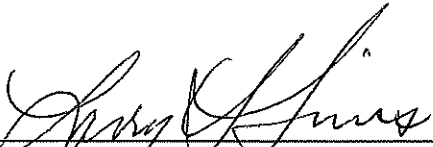
6. All equipment needed for the academy will be provided by the Sheriff's Office.
7. Article 23 Wages and Compensation are applicable and an employee permitted to attend the academy shall be paid at the entry level pay set forth in the sworn deputies agreement. Date of Hire for purposes of seniority and pay will be calculated from the first full pay period including the academy start date.
8. Article 26 Holidays-The employee will be a continuous employee during the duration of the academy.
9. Article 27 Sick Leave-In the event the employee fails to meet the required attendance policy of the academy due to illness or injury, they must, on their own and at their expense, facilitate making up the hours or be terminated from the program.
10. Addition to Article 34 Disability Leave:

Section 34.8. In the event the employee fails to complete the academy within twelve (12) months from date of hire due to disability, they will be terminated.

11. Employees moving from the non-sworn bargaining unit to the sworn bargaining unit will retain service credit with the Sheriff's Office for purposes of vacation accrual.
12. Employees who were in a non-sworn position prior to entering the academy and do not successfully complete the probationary period as a sworn deputy have no right to return to their former non-sworn position although they shall be considered for a vacancy in the classification held prior to entering the academy. An employee returned to a former classification pursuant to this memorandum shall be credited with the seniority they had at the time they left the bargaining unit but shall not be given credit for time spent in a sworn deputy classification.

13. All other provisions of the current Sworn Deputies Collective Bargaining Agreement are in enforce and effect.

For the Warren County Sheriff's Office:



Larry L. Sims, Sheriff

For the Warren County Deputy Sheriff's Benevolent Association:

 11-10-20

Deputy Scott Williams, President

For the Warren County Commissioners:



Tiffany Zindel, County Administrator

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1637

Adopted Date November 17, 2020

ACKNOWLEDGE RECEIPT OF OCTOBER 2020 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the October 2020 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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

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

Resolution adopted this 17th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file)
S. Spencer
Tina Osborne

Financial Statement for 2020 Period 10



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	61,615,136.50	8,467,285.73	6,712,233.31	63,370,188.92	393,286.53	63,763,475.45
2201	SENIOR CITIZENS SERVICE LEVY	12,401,148.50	409,488.06	1,102,049.31	11,708,587.25	567,137.60	12,275,724.85
2202	MOTOR VEHICLE	4,745,912.42	779,399.58	715,972.34	4,809,339.66	647,849.74	5,457,189.40
2203	HUMAN SERVICES	963,366.72	329,721.29	430,007.61	863,080.40	45,969.02	909,049.42
2205	BOARD OF DEVELOPMENTAL DISABIL	41,576,292.58	1,281,956.44	1,459,496.98	41,398,752.04	190,518.95	41,589,270.99
2206	DOG AND KENNEL	586,534.56	7,003.95	29,295.37	564,243.14	1,738.44	565,981.58
2207	LAW LIBRARY RESOURCES FUND	320,181.32	31,319.29	32,954.09	318,546.52	0.00	318,546.52
2208	CO&TRANSIT MEDICAID SALES TAX	835,463.72	0.00	0.00	835,463.72	0.00	835,463.72
2209	BOE ELECTIONS SECURITY GRANTS	186,573.33	181.93	85,268.43	101,486.83	6,041.80	107,528.63
2210	LOCAL CORONAVIRUS RELIEF FUND	2,255,656.78	8,456,257.25	57,004.42	10,654,909.61	0.00	10,654,909.61
2215	VETERAN'S MEMORIAL	4,222.14	0.00	0.00	4,222.14	0.00	4,222.14
2216	RECORDER TECH FUND 317.321	403,065.34	17,550.00	139.98	420,475.36	0.00	420,475.36
2217	BOE TECHNOLOGY FUND 3501.17	1,833,096.19	0.00	0.00	1,833,096.19	0.00	1,833,096.19
2218	COORDINATED CARE	771,378.34	352.57	18,374.50	753,356.41	10,469.50	763,825.91
2219	WIRELESS 911 GOVERNMENT ASSIST	305,297.38	14,079.76	14,834.83	304,542.31	0.00	304,542.31
2220	CP INDIGENT DRVR INTRLK/MONITG	6,152.67	265.81	0.00	6,418.48	0.00	6,418.48
2221	CC/MC INDIGENT DRIVER INTERLOC	104,313.84	1,185.77	96.00	105,403.61	0.00	105,403.61
2222	JUV INDIGENT DRIVER INTERLOCK	1,823.79	10.54	0.00	1,834.33	0.00	1,834.33
2223	PROBATE/JUVENILE SPECIAL PROJ	255,037.54	3,563.36	2,676.61	255,924.29	0.00	255,924.29
2224	COMMON PLEAS SPECIAL PROJECTS	229,221.81	7,560.33	17,820.80	218,961.34	0.00	218,961.34
2227	PROBATION SUPERVISION 2951.021	618,008.92	5,504.01	0.00	623,512.93	0.00	623,512.93
2228	MENTAL HEALTH GRANT	84,621.34	0.00	2,706.65	81,914.69	0.00	81,914.69
2229	MUNICIPAL MOTOR VEH PERMIS TAX	2,151,688.46	46,451.72	0.00	2,198,140.18	0.00	2,198,140.18
2231	CO LODGING ADD'L 1%	30,149.99	60,008.96	50,262.21	39,896.74	0.00	39,896.74
2232	COUNTY LODGINGS TAX (FKA 7731)	0.00	0.00	0.00	0.00	0.00	0.00
2233	DOMESTIC SHELTER	29,472.74	4,915.00	0.00	34,387.74	0.00	34,387.74
2237	REAL ESTATE ASSESSMENT	6,073,710.43	0.00	119,639.02	5,954,071.41	54,418.50	6,008,489.91
2238	WORKFORCE INVESTMENT BOARD	14,802.14	327,553.43	135,371.17	206,984.40	6,030.00	213,014.40
2243	JUVENILE GRANTS	359,490.19	0.00	7,943.49	351,546.70	0.00	351,546.70
2245	CRIME VICTIM GRANT FUND	18,699.80	6,102.19	4,747.24	20,054.75	0.00	20,054.75
2246	JUVENILE INDIGENT DRIVER ALCOH	23,517.22	30.00	0.00	23,547.22	0.00	23,547.22

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2247	FELONY DELINQUENT CARE/CUSTODY	1,041,837.01	0.00	88,292.77	953,544.24	871.62	954,415.86
2248	TAX CERTIFICATE ADMIN FUND	27,549.86	0.00	34.00	27,515.86	0.00	27,515.86
2249	DTAC-DELINQ TAX & ASSESS COLLE	627,982.41	520.00	23,179.43	605,322.98	0.00	605,322.98
2250	CERT OF TITLE ADMIN FUND	4,627,449.25	202,361.77	118,573.89	4,711,237.13	6,935.85	4,718,172.98
2251	COAP GRANT - OPIOD ABUSE PROG	352,794.19	0.00	5,443.60	347,350.59	0.00	347,350.59
2252	WC TECHNOLOGY CRIMES UNIT	0.00	0.00	0.00	0.00	0.00	0.00
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEP/TANF	42,400.77	61,209.15	9,586.82	94,023.10	1,615.55	95,638.65
2255	MUNICIPAL VICTIM WITNESS FUND	75,753.16	0.00	9,185.23	66,567.93	0.00	66,567.93
2256	WARREN COUNTY SOLID WASTE DIST	1,228,669.81	17,725.02	15,921.41	1,230,473.42	60.11	1,230,533.53
2257	OHIO PEACE OFFICER TRAINING	84,482.00	0.00	0.00	84,482.00	0.00	84,482.00
2258	WORKFORCE INVESTMENT ACT FUND	48,217.74	63,236.83	75,531.44	35,923.13	7,187.61	43,110.74
2259	JTPA	1,675.19	0.00	0.00	1,675.19	0.00	1,675.19
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	200.01	0.00	0.00	200.01	0.00	200.01
2262	COMMUNITY CORRECTIONS MONITORI	576,202.35	30,706.68	16,632.95	590,276.08	20.00	590,296.08
2263	CHILD SUPPORT ENFORCEMENT	1,063,470.03	119,106.31	325,400.07	857,176.27	2,565.46	859,741.73
2264	EMERGENCY MANAGEMENT AGENCY	139,093.69	0.00	11,404.94	127,688.75	0.00	127,688.75
2265	COMMUNITY DEVELOPMENT	683,491.82	139,486.42	204,117.75	618,860.49	72.80	618,933.29
2266	COMM DEV-ENT ZONE MONITOR FEES	105,563.00	0.00	0.00	105,563.00	0.00	105,563.00
2267	LOEB FOUNDATION GRANT	0.00	0.00	0.00	0.00	0.00	0.00
2268	INDIGENT GUARDIANSHIP FUND	216,883.48	1,540.00	304.23	218,119.25	0.00	218,119.25
2269	INDIGENT DRIVER ALCOHOL TREATM	596,628.09	9,412.94	0.00	606,041.03	0.00	606,041.03
2270	JUVENILE TREATMENT CENTER	360,630.53	250,516.08	118,647.28	492,499.33	95.03	492,594.36
2271	DTAC-PROSECUTOR ORC 321.261	199,274.94	0.00	19,801.02	179,473.92	0.00	179,473.92
2272	CP INDIGENT DRVR ALC TREATMT	11,586.08	0.00	0.00	11,586.08	0.00	11,586.08
2273	CHILDREN SERVICES	8,187,036.14	171,407.86	678,979.95	7,679,464.05	267,315.44	7,946,779.49
2274	COUNTY COURT COMPUTR 1907.261A	61,635.33	1,107.00	27.00	62,715.33	0.00	62,715.33
2275	COUNTY CRT CLK COMP 1907.261B	29.39	2,740.97	0.00	2,770.36	0.00	2,770.36
2276	PROBATE COMPUTER 2101.162	83,164.76	765.00	0.00	83,929.76	0.00	83,929.76
2277	PROBATE CLERK COMPUTR 2101.162	222,207.01	2,550.00	0.00	224,757.01	0.00	224,757.01

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2278	JUVENILE CLK COMPUTR 2151.541	77,097.64	1,213.36	0.00	78,311.00	0.00	78,311.00
2279	JUVENILE COMPUTER 2151.541	38,017.00	364.43	0.00	38,381.43	0.00	38,381.43
2280	COMMON PLEAS COMPUTER 2303.201	46,368.74	2,346.00	0.00	48,714.74	0.00	48,714.74
2281	DOMESTIC REL COMPUTER 2301.031	13,746.25	204.00	492.12	13,458.13	492.12	13,950.25
2282	CLERK COURTS COMPUTER 2303.201	226,604.61	8,290.00	999.90	233,894.71	0.00	233,894.71
2283	COUNTY CT SPEC PROJ 1907.24B1	1,759,231.80	17,891.81	10,239.28	1,766,884.33	194.68	1,767,079.01
2284	COGNITIVE INTERVENTION PROGRAM	339,175.80	8,928.63	6,320.24	341,784.19	1,378.89	343,163.08
2285	CONCEALED HANDGUN LICENSE	765,602.09	9,780.00	7,244.30	768,137.79	185.98	768,323.77
2286	SHERIFF-DRUG LAW ENFORCEMENT	14,840.51	0.00	195.98	14,644.53	1,097.36	15,741.89
2287	SHERIFF-LAW ENFORCEMENT TRUST	143,470.41	0.00	2,768.02	140,702.39	0.00	140,702.39
2288	COMM BASED CORRECTIONS DONATIO	9,055.49	0.00	167.40	8,888.09	0.00	8,888.09
2289	COMMUNITY BASED CORRECTIONS	443,830.06	160,462.00	97,432.63	506,859.43	2,410.25	509,269.68
2290	HAZ MAT EMERG PLAN SPEC FUND	3.20	0.00	0.00	3.20	0.00	3.20
2291	SHERIFF-D.A.R.E. PROGRAM	1,001.40	0.00	0.00	1,001.40	0.00	1,001.40
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00
2293	SHERIFF GRANTS	31,166.00	0.00	0.00	31,166.00	0.00	31,166.00
2294	SHERIFF DARE LAW ENFORC GRANT	19,903.65	0.00	0.00	19,903.65	0.00	19,903.65
2295	TACTICAL RESPONSE UNIT	20,893.18	500.00	1,084.73	20,308.45	0.00	20,308.45
2296	COMP REHAB DWNPMT ASST COMMDEV	47,144.73	0.00	0.00	47,144.73	0.00	47,144.73
2297	ENFORCEMT & EDUCATN 4511.19G5A	116,960.93	712.00	0.00	117,672.93	0.00	117,672.93
2298	REHAB INC FUNDS	79,776.74	0.00	0.00	79,776.74	0.00	79,776.74
2299	COUNTY TRANSIT	1,231,867.00	-1,057.28	63,508.65	1,167,301.07	52,051.07	1,219,352.14
3327	BOND RETIREMENT SPECIAL ASSMT	513,546.51	-35,792.24	0.00	477,754.27	0.00	477,754.27
3360	STATE OPWC LOAN	112,715.70	0.00	0.00	112,715.70	0.00	112,715.70
3368	2013 RADIO SYSTEM BONDS	890,986.88	0.00	0.00	890,986.88	0.00	890,986.88
3384	TAX INCREMENT FINANCING - P&G	1,304,012.28	0.00	0.00	1,304,012.28	0.00	1,304,012.28
3393	2009 RID BOND GREENS OF BUNNEL	2,940,487.50	0.00	0.00	2,940,487.50	0.00	2,940,487.50
3396	JAIL BONDS 2019	479.09	5,047,275.00	0.00	5,047,754.09	0.00	5,047,754.09
4401	COUNTY WIDE FINANCIAL SOFTWARE	226,889.46	0.00	0.00	226,889.46	0.00	226,889.46
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLEFOSTERSBRIDGE&WALL	0.00	0.00	0.00	0.00	0.00	0.00

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4432	EDWARDSVILLE ROAD BRIDGE	11,044.12	0.00	0.00	11,044.12	0.00	11,044.12
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00
4434	LIBERTY WAY/MASON RD TURN LANE	5,250.00	236,971.00	0.00	242,221.00	0.00	242,221.00
4435	STROUT RD BRIDGE 207-0.02	0.00	0.00	0.00	0.00	0.00	0.00
4436	ZOAR RD IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4437	KING AVE BRIDGE PROJECT	180,787.92	0.00	0.00	180,787.92	0.00	180,787.92
4438	NB COLUMBIA/3C RIGHT TURN LN	20,610.75	0.00	0.00	20,610.75	0.00	20,610.75
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	4,500,000.00	0.00	0.00	4,500,000.00	0.00	4,500,000.00
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00
4454	FIELDS-ERTEL RD IMPROV PROJ	170,046.58	0.00	32,383.73	137,662.85	0.00	137,662.85
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	4,907,061.45	0.00	230,295.04	4,676,766.41	3,423.12	4,680,189.53
4479	AIRPORT CONSTRUCTION	827,685.71	30,000.00	7,797.66	849,888.05	0.00	849,888.05
4484	P&G TIF ROAD CONSTRUCTION	1,661,038.60	0.00	0.00	1,661,038.60	0.00	1,661,038.60
4485	MIAMI VALLEY GAMING TIF	1,300,862.86	0.00	0.00	1,300,862.86	0.00	1,300,862.86
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4492	COMMUNICATION PROJECTS	2,822,152.28	0.00	90,265.75	2,731,886.53	69,974.23	2,801,860.76
4493	BUNNELL HILL RD CONSTRCTN RID	682,085.97	35,890.62	38,691.00	679,285.59	330.00	679,615.59
4494	COURTS BUILDING	1,618,780.47	0.00	33,044.39	1,585,736.08	0.00	1,585,736.08
4495	JAIL CONSTRUCTION SALES TAX	38,426,520.47	954,266.75	6,727,068.82	32,653,718.40	0.00	32,653,718.40
4496	JUVENILE DETENTION ADDN & RENO	281,460.94	0.00	0.00	281,460.94	0.00	281,460.94
4497	JAIL CONSTRUCTION & REHAB	9,961,558.75	0.00	0.00	9,961,558.75	0.00	9,961,558.75
4498	COUNTY FAIRGROUNDS CONSTRUCTN	10,175.68	0.00	0.00	10,175.68	0.00	10,175.68
4499	JUVENILE/PROBATE CT EXPANSION	279,864.58	0.00	0.00	279,864.58	0.00	279,864.58
5510	WATER REVENUE	38,208,770.69	2,476,709.98	5,694,167.85	34,991,312.82	118,745.36	35,110,058.18
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	1,366,587.35	383,778.02	215,517.77	1,534,847.60	10,460.40	1,545,308.00

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5580	SEWER REVENUE	29,005,731.06	1,603,370.57	1,085,366.83	29,523,734.80	183,850.79	29,707,585.59
5581	SEWER IMPROV-WC VOCATIONAL SCH	227,629.98	0.00	3,204.30	224,425.68	0.00	224,425.68
5583	WATER CONST PROJECTS	886,477.85	4,654,889.58	745,116.86	4,796,250.57	57,486.86	4,853,737.43
5590	STORM WATER TIER 1	211,402.22	0.00	1,700.00	209,702.22	1,700.00	211,402.22
6619	VEHICLE MAINTENANCE ROTARY	238,687.28	29,696.26	30,172.07	238,211.47	5,468.69	243,680.16
6630	SHERIFF'S POLICING REVOLV FUND	952,169.06	860,165.83	527,270.61	1,285,064.28	0.00	1,285,064.28
6631	COMMUNICATIONS ROTARY	288,249.51	4,269.19	1,483.57	291,035.13	0.00	291,035.13
6632	HEALTH INSURANCE	4,184,218.34	846,365.66	1,120,855.86	3,909,728.14	100,172.80	4,009,900.94
6636	WORKERS COMP SELF INSURANCE	1,511,700.85	0.00	29,195.94	1,482,504.91	5,140.47	1,487,645.38
6637	PROPERTY & CASUALTY INSURANCE	431,995.32	0.00	0.00	431,995.32	0.00	431,995.32
6650	GASOLINE ROTARY	259,923.56	44,186.93	68,146.28	235,964.21	0.00	235,964.21
7707	P.E.R.S. ROTARY	2,741.88	0.00	0.00	2,741.88	0.00	2,741.88
7708	TOWNSHIP FUND	0.00	404,047.34	404,047.34	0.00	0.00	0.00
7709	CORPORATION FUND	5,643.49	191,401.63	180,580.83	16,464.29	0.00	16,464.29
7713	WATER-SEWER ROTARY FUND	227,347.90	4,505,194.26	4,344,346.26	388,195.90	145,893.62	534,089.52
7714	PAYROLL ROTARY	302,906.27	4,367,046.92	3,653,453.88	1,016,499.31	788,700.32	1,805,199.63
7715	NON PARTICIPANT ROTARY	21,293.20	3,089.28	1,930.80	22,451.68	1,930.80	24,382.48
7716	SCHOOL	0.00	11,577.93	11,577.93	0.00	0.00	0.00
7717	UNDIVIDED GENERAL TAX	3,308,486.00	1,479,851.47	-15,161.22	4,803,498.69	55,563.18	4,859,061.87
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	3,306.67	2,796.01	0.00	6,102.68	0.00	6,102.68
7720	LOCAL GOVERNMENT FUND	0.00	358,617.48	358,617.48	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	0.00	0.00	0.00	0.00	0.00	0.00
7722	CIGARETTE LICENSE TAX	17,086.41	357.97	0.00	17,444.38	0.00	17,444.38
7723	GASOLINE TAX	0.00	515,728.32	515,728.32	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	628,413.26	35,792.24	0.00	664,205.50	0.00	664,205.50
7725	UNDIVIDED WIRELESS 911 GOV ASS	22,489.14	28,159.52	36,568.90	14,079.76	0.00	14,079.76
7726	MOTOR VEHICLE LICENSE TAX	0.00	902,159.26	902,159.26	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
7728	TREASURER TAX REFUNDS	122,796.65	6,467.00	122,452.65	6,811.00	26,461.91	33,272.91
7729	CORONAVIRUS RELIEF DIST FUND	842,664.07	16,908,937.09	17,549,192.22	202,408.94	0.00	202,408.94

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7731	COUNTY LODGING TAX	90,485.54	180,026.84	150,822.16	119,690.22	0.00	119,690.22
7734	REAL ESTATE ADVANCE PAYMENT	25,955.47	0.00	0.00	25,955.47	0.00	25,955.47
7740	TRAILER TAX	528.01	100.00	0.00	628.01	0.00	628.01
7741	LIFE INSURANCE	17,349.27	10,510.50	10,270.53	17,589.24	0.00	17,589.24
7742	LIBRARIES	0.00	400,700.85	400,700.85	0.00	0.00	0.00
7744	ARMCO PARK TOURNAMENT FEES	618.00	0.00	618.00	0.00	0.00	0.00
7745	STATE	2,360.92	4,201.67	2,360.92	4,201.67	2,360.92	6,562.59
7746	MIAMI CONSERVANCY DISTRICT FUN	18,051.40	0.00	0.00	18,051.40	0.00	18,051.40
7747	ADVANCE ESTATE TAX	944.44	0.00	0.00	944.44	0.00	944.44
7751	UNDIVIDED INTEREST	733,222.40	662,128.63	662,128.63	733,222.40	0.00	733,222.40
7754	OHIO ELECTIONS COMMISSION FUND	0.00	0.00	0.00	0.00	0.00	0.00
7756	SEWER ROTARY	208,800.86	276,466.90	127,437.30	357,830.46	136,729.43	494,559.89
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	211,396.79	211,396.79	0.00	0.00	0.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	25,535.58	921.20	907.70	25,549.08	0.00	25,549.08
7766	ESCROW ROTARY	622,373.07	22,409.48	10,878.82	633,903.73	10,878.82	644,782.55
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PYMT PRO/PRE/SALES	16,504.47	1,265.80	0.00	17,770.27	0.00	17,770.27
7769	BANKRUPTCY POST PETITION CONDU	28,549.17	2,152.47	0.00	30,701.64	0.00	30,701.64
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	0.00	0.00
7774	ARSON OFFENDER REGISTR FEE	95.00	0.00	0.00	95.00	0.00	95.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	18,516.25	14,003.50	16,645.00	15,874.75	0.00	15,874.75
7776	UNDIVIDED EVIDENCE SHERIFF	24,284.89	0.00	0.00	24,284.89	95.00	24,379.89
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	101,692.61	643,700.00	673,975.00	71,417.61	360,851.07	432,268.68
7779	UNDIVIDED DRUG TASK FORCE SEIZ	155,848.20	11,952.00	73,548.87	94,251.33	30,819.42	125,070.75
7781	REFUNDABLE DEPOSITS	432,997.45	25,227.94	25,018.22	433,207.17	2,904.59	436,111.76
7782	SHERIFF - LOST/ABANDONED PROPE	44.34	0.00	0.00	44.34	0.00	44.34
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	3,360.99	2,461,617.95	2,459,705.76	5,273.18	0.00	5,273.18

Financial Statement for 2020 Period 10



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7788	UNDIVIDED PUBLIC UTILITY DEREG	0.00	0.00	0.00	0.00	0.00	0.00
7789	FORFEITED LAND	0.00	1,150.00	0.00	1,150.00	0.00	1,150.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00
7792	ZONING & BLDG BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00
7793	HOUSING TRUST AUTHORITY	527,836.71	191,588.89	5,278.37	714,147.23	0.00	714,147.23
7795	UNDIVIDED INDIGENT FEES	0.00	1,938.50	1,550.80	387.70	387.70	775.40
7796	MUNICIPAL ORD VIOLATION INDIGE	6,998.70	900.15	220.00	7,678.85	0.00	7,678.85
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	1,896.11	1,896.11	0.00	0.00	0.00
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	676,296.53	37,566.46	0.00	713,862.99	0.00	713,862.99
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	8,863,791.82	281,735.44	684,834.60	8,460,692.66	6,714.91	8,467,407.57
9912	FOOD SERVICE	233,136.75	2,355.00	386.38	235,105.37	250.51	235,355.88
9915	PLUMBING BOND-HEALTH DEPT.	25,500.00	2,000.00	3,000.00	24,500.00	1,500.00	26,000.00
9916	STATE REGULATED SEWAGE PROGRAM	143,152.05	43,038.01	12,086.00	174,104.06	3,730.00	177,834.06
9925	SOIL & WATER CONSERVATION DIST	510,904.01	90,033.00	87,626.24	513,310.77	1,449.61	514,760.38
9928	REGIONAL PLANNING	250,246.44	21,493.00	42,528.73	229,210.71	224.00	229,434.71
9938	WARREN COUNTY PARK DISTRICT	548,286.21	86,074.10	159,215.08	475,145.23	1,706.40	476,851.63
9944	ARMCO PARK	465,200.18	198,010.56	212,630.54	450,580.20	15,172.50	465,752.70
9953	WATER SYSTEM FUND	26,469.97	1,293.00	89.67	27,673.30	57.46	27,730.76
9954	MENTAL HEALTH RECOVERY BOARD	13,430,495.00	1,058,531.06	1,235,142.53	13,253,883.53	157,345.90	13,411,229.43
9961	HEALTH GRANT FUND	504,319.79	236,521.52	33,103.84	707,737.47	1,031.17	708,768.64
9963	CAMPGROUNDS	4,198.20	0.00	0.00	4,198.20	0.00	4,198.20
9976	HEALTH - SWIMMING POOL FUND	128,587.74	829.00	0.00	129,416.74	0.00	129,416.74
9977	DRUG TASK FORCE COG	499,890.92	211,402.92	18,410.45	692,883.39	12,489.81	705,373.20
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
Total		351,784,742.34	75,832,180.06	64,982,064.26	362,634,858.14	4,590,011.67	367,224,869.81

Financial Statement for 2020 Period 10



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
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It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for OCTOBER, 2020 showing the balance on hand in cash in each fund at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

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

Resolution

Number 20-1638

Adopted Date November 17, 2020

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 11/10/20 and 11/12/20 as attached hereto and made a part hereof.

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

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

Resolution adopted this 17th day of November 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 20-1639

Adopted Date November 17, 2020

TRANSFER PERFORMANCE BOND TO A MAINTENANCE BOND FOR TURNING LEAF, LLC FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS FOR TURNING LEAF, SECTION 7A SITUATED IN HAMILTON TOWNSHIP

WHEREAS, the Developer has completed the performance of the construction of improvements subject of the Bond referenced below, and upon recommendation of the County Engineer the bond amount for performance may be reduced to zero, but the bond shall remain in effect for maintenance security to secure the performance of all maintenance upon the completed improvements; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the transfer of the performance bond to a maintenance bond and the two-year maintenance period as follows:

MAINTENANCE BOND

Bond Number	:	17-017 (P/S-M)
Development	:	Turning Leaf, Section 7A
Developer	:	Turning Leaf, LLC
Township	:	Hamilton
Maintenance Amount	:	\$26,704.60
Surety Company	:	Guarantee Co. of North America, USA (20151434)

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

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

Resolution adopted this 17th day of November 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Turning Leaf, LLC, Attn: Jill Prior, 11025 Reed Hartman Hwy, Suite B-1, Cincinnati, OH 45242
Guarantee Co. of North America USA, One Towne Square, Suite 1470, Southfield, MI 48076
Engineer (file)
Bond Agreement file

Resolution

Number 20-1640

Adopted Date November 17, 2020

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR THE DREES COMPANY FOR COMPLETION OF IMPROVEMENTS IN ASHWOOD ESTATES ADDITION SITUATED IN DEERFIELD TOWNSHIP.

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

BOND RELEASE

Bond Number	:	16-003 (P/S)
Development	:	Ashwood Estates Addition
Developer	:	The Drees Company
Township	:	Deerfield
Amount	:	\$29,319.00
Surety Company	:	Liberty Mutual Insurance Company (014070570)

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

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

Resolution adopted this 17th day of November 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: The Drees Co., Attn: Steve Franxman, 211 Grandview Dr., Fort Mitchell, KY 41017
Liberty Mutual Insurance Co., 8044 Montgomery Road, Ste 150E, Cincinnati, OH 45236
Engineer (file)
Bond Agreement file

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

Resolution

Number 20-1641

Adopted Date November 17, 2020

APPROVE BARNSWOOD LANE IN ASHWOOD ESTATES ADDITION FOR PUBLIC MAINTENANCE BY DEERFIELD TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Barnswood Lane has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
0960-T	Barnswood Lane	0'-29'-0'	0.037

NOW THEREFORE BE IT RESOLVED, to accept the above street name for public maintenance by Deerfield 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.

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

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

Resolution adopted this 17th day of November 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Map Room (Certified copy)
Township Trustees
Ohio Department of Transportation
Engineer (file)
Developer
Bond Agreement file

ASHWOOD ESTATES ADDITION

SECTION-14, TOWN-4, RANGE-2

DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO

DEED REFERENCES:

SITuated in SECTION-14, TOWN-4, RANGE-2, DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO BEING 10.1114 ACRES OF LAND, CONVEYED TO THE DREES COMPANY AND DESCRIBED IN THE DEED RECORDED IN DEED NUMBER 2918-019822 WARREN COUNTY, OHIO.

OWNER'S CONSENT AND DECLARATION:

"WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND LIEN HOLDERS OF THE LANDS HEREIN PLATED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THIS SAID PLAT AND DO DEPLICATE THE STREETS, PARKS OR PUBLIC CONVEYANCES AS SHOWN HEREON TO THE PUBLIC USE FOREVER."

"ANY PUBLIC UTILITIES EXISTING" AS SHOWN ON THIS PLAT ARE FOR THE REPLACEMENT OF PUBLIC UTILITIES AND FOR THE MAINTENANCE AND REPAIR OF SAID UTILITIES. TWO COPIES AND ALL OTHER EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR A SPECIFIC PURPOSE, ARE FOR THE CONSTRUCTION, OPERATIONAL MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION, OR OTHER UTILITY LINES OR SERVICES, STORMWATER DRAINAGE AND FOR THE EXPRESS PURPOSES OF CONDUIT, TRENCHING OR REPAIRING ANY AND ALL LINES OF SUCH UTILITIES WITHIN SAID DISTRICTS OR IMMEDIATE ADJACENT THERETO, TO THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PROVIDING ACCESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER. NO EASEMENT OR OTHER STRUCTURES MAY BE PLACED WITHIN SAID DISTRICTS WITHIN THE EXISTING AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE SAID 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 PROGRAMS INCLUDING, BUT NOT LIMITED TO:

- DUKE ENERGY OHIO
- UNITED TELEPHONE COMPANY
- WARREN COUNTY ENGINEERS
- WARREN COUNTY WATER & SEWER
- ADDITIONAL OTHERS

WE ALSO HEREBY GRANT TO DUKE ENERGY OHIO, INC. AND ITS SUCCESSORS, SUCCESSORS AND ASSIGNS AS THE RIGHT TO UTILIZE OVERHEAD, REMOTE, AND UNDERGROUND LINES AND SERVICES TO SERVE NEARBY LOTS AS CONSTRUCTED BY THE ORIGINAL DESIGNER ALLOWING RESTRICTIONS ONLY OVER EXISTING SERVICE LINES NECESSARY FOR THE REPAIR ONLY ON THE LOT ON WHICH THE SERVICE IS LOCATED. RESTRICTIONS OR RELOCATION IS PERMISSIBLE ONLY WITH WRITTEN PERMISSION OF THE PARTIES, OWNER AND SAID UTILITY PROVIDER TO A MUTUALLY AGREED LOCATION AND THAT OF THE UTILITY EASEMENTS SHALL ENCOMPASS EXISTING BUILDINGS OR ADJACENT LOTS.

Mitchell K. Smith
WITNESS

SIGNED: THE DREES COMPANY,

Steve Zampieri
WITNESS

James Keller
JAMES KELLER, SECRETARY/TREASURER

STATE OF KENTUCKY S.S.
BE IT REMEMBERED THAT ON THE 29th DAY OF JANUARY, A.D. 2016,
BEFORE ME A NOTARY PUBLIC IN AND FOR SAID STATE OF KENTUCKY PERSONALLY APPEARED
JAMES KELLER, ASSISTANT SECRETARY/TREASURER OF THE DREES COMPANY, A KENTUCKY
CORPORATION WHO REPRESENTED THAT HE IS FULLY AUTHORIZED TO SIGN ON BEHALF OF SAID
CORPORATION AND WHO ACKNOWLEDGED THAT HE DID KNOW THE FOREGOING INSTRUMENT AND
THAT THE SAME IS HIS VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES IN SAID
INSTRUMENT ADVANCED ON BEHALF OF SAID CORPORATION, IN TESTIMONY WHEREOF,
I HEREBY SET MY HAND AND AFFIX MY NOTARIAL SEAL ON THIS DAY AND DATE AFORESAID.

James Keller
JAMES KELLER, ASSISTANT SECRETARY/TREASURER



GENERAL NOTES:

1. LINES OF OCCUPATION, WHERE EXISTING, AGREE IN GENERAL WITH PROPERTY LINES.
 2. PERMANENT DOCUMENTS USED IN BOUNDARY RESOLUTION ARE SHOWN ON THE FACE OF THIS PLAT.
 3. 5/8" OR 1/2" IRON PINS WITH CAPS ARE TO BE PLACED AT ALL LOT CORNERS, ALL MONUMENTS FOUND ON LOT ARE IN GOOD CONDITION UNLESS OTHERWISE NOTED.
 4. DRAINAGE EASEMENTS SHOWN ARE INTENDED TO FELLOW ALONG AND BE CENTERED UPON DRAINAGES, EXCEPT THOSE ALONG COMMON PROPERTY LINES ARE CENTERED ALONG SAID PROPERTY LINES.
 5. STORM SEWERS ARE PRIVATE AND LOCATED WITHIN PUBLIC UTILITIES EASEMENTS UNLESS OTHERWISE NOTED.
 6. THIS PLAT WAS SUBMITTED FOR APPROVAL TO THE WARREN COUNTY REGIONAL PLANNING COMMISSION IN FEBRUARY 2016.
 7. UNPAID SETBACKS:
FRONT YARD = 5'
SIDE YARD = 5' (ONE 20' TOTAL)
REAR YARD = 5'
 8. CERTAIN LOTS CONTAIN DEVELOPER BONDED SETBACKS WHICH EXISTING MINIMUM.
- HOME OWNERS ASSOCIATION NOTES:**
1. LOTS 1 THRU 11 ARE SUBJECT TO THE DECLARATION FOR DEEDITION HOUS MAINTENANCE FOR ASHWOOD ESTATES ADDITION SUBDIVISION AS RECORDED IN DOCUMENT NUMBER _____ OF THE WARREN COUNTY RECORDS. SAID DECLARATION MAY BE AMENDED IN THE FUTURE, ANY AMENDMENTS TO BE PLACED ON RECORD IN THE OFFICE OF THE WARREN COUNTY RECORDER.
 2. LOTS 1 THRU 11 ARE RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES LOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY INCLUDING SCHOOL STRUCTURES, INTERSECTIONS/STREET CORNERS AND STORM WELLS.
 3. LOTS 1-12 ARE SUBJECT TO A DECLARATION OF RESTRICTIVE COVENANTS FOR ASHWOOD ESTATES ADDITION SUBDIVISION AS RECORDED IN DOCUMENT NUMBER _____ OF THE WARREN COUNTY, OHIO RECORDS'S OFFICE.
 4. LOT 13 IS A NON-BUILDABLE LOT FOR PURPOSES TO ADJACENT LOT 12 OF ASHWOOD EAST SECTION 1. NOT SUBJECT TO THE DECLARATION OF RESTRICTIVE COVENANTS.

AREA SUMMARY
 AREA IN LOTS = 9.7598 ACRES
 AREA IN R/W (RICH RD.) = 0.0839 ACRES
 AREA IN R/W (BARNSWOOD LN.) = 0.2677 ACRES
 TOTAL AREA = 10.1114 ACRES

LAND OF THE DEDICATOR'S
1" = 200'

DRAINAGE STATEMENTS:
 UNLESS OTHERWISE INDICATED ON THIS PLAT, A FIFTEEN (15) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON SIDE 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 OWNERS WITHIN THE EASEMENTS. NO STRUCTURE, PLANTING, CONCRETE, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, REDUCE OR IMPAIR THE FLOW THROUGH THE UNDERSIGNED EASEMENTS SHOWN ON THIS PLAT AND DESIGNATED AS DRAINAGE EASEMENTS ARE DESIGNATED TO THE HOME OWNERS ASSOCIATION OF ASHWOOD ESTATES ADDITION COMMUNITY ASSOCIATION.

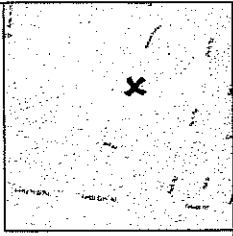
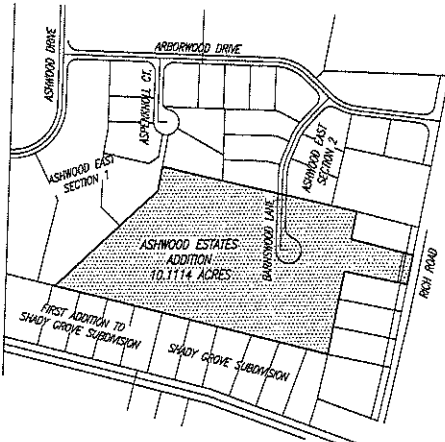
THE WARREN COUNTY COMMISSIONERS AND THE BOARD OF TOWNSHIP TRUSTEES ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAIN, DITCHES OR UNDERDRAINAGE WITHIN THE EASEMENT AREA UNLESS NOTICE OF DEFICIENCY ON THIS PLAT, HOWEVER, WHEN THE PLATED RIGHT-OF-WAY AREA HAS BEEN PREVIOUSLY ACCEPTED FOR PUBLIC MAINTENANCE BY RESOLUTION OF THE BOARD OF TOWNSHIP TRUSTEES, THE BOARD OF DITCHES OR THEIR REPRESENTATIVES MAY DRAIN UPON AND REPAIR THE EASEMENT AREAS AND, IN ACCORDANCE WITH SECTION 203.01 OF THE OHIO REVISED CODE, MAY REPAIR OR DRAIN THE REMOVAL OF AN OBSTRUCTION UNLAWFULLY IMPACTING AN AREA WITHIN THE PUBLIC RIGHT-OF-WAY.

THE DEVELOPER (OR THEIR AGENTS) RECEIVES THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLISH OR RE-ESTABLISH DRAINAGE DITCHES WITHIN ALL DRAINAGE EASEMENTS FOR THE PURPOSE OF CONTROLLING AND DRAINING STORMWATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.

THE PUBLIC-MAINTAINED PORTION OF THE STORM SEWER SYSTEM WILL INCLUDE STORM DRAINS, CHANNELS 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 SWAMP WELLS AND COLLECTORS FOR PRIVATE DRAINAGES. WHERE, IN LIEU OF AN OPEN DITCH, A DEVELOPER, OWNER 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 NEARBY IMPACTED, AND THE LOT OWNERS MUST NOTE THAT THEY ARE RESPONSIBLE FOR MAINTAINING THE STORM DRAIN UNLESS NOTED OTHERWISE ON THE PLAT.

I HEREBY CERTIFY THAT THIS MAP IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION, IN ACCORD WITH AND THAT ALL MEASUREMENTS AND LOT CORNER THIS ARE (OR WILL BE) SET AS SHOWN.

Steven L. Gural
STEVEN L. GURAL
REGISTERED SURVEYOR #7842



VICINITY MAP

COUNTY COMMISSIONERS
 WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY APPROVE THIS PLAT ON THIS 29th DAY OF JANUARY, 2016.

COMMISSIONERS:
[Signatures]

WARREN COUNTY PLANNING COMMISSION
 THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 29th DAY OF JANUARY, 2016.

[Signature]
 DISTRICT DIRECTOR

DEERFIELD TOWNSHIP ZONING INSPECTOR
 I HEREBY APPROVE THIS PLAT ON THIS 29th DAY OF JANUARY, 2016.

[Signature]
 DEERFIELD TOWNSHIP ZONING INSPECTOR

COUNTY ENGINEER
 I HEREBY APPROVE THIS PLAT ON THIS 29th DAY OF JANUARY, 2016.

[Signature]
 WARREN COUNTY ENGINEER

COUNTY SHARED ENGINEER
 I HEREBY APPROVE THIS PLAT ON THIS 29th DAY OF JANUARY, 2016.

[Signature]
 WARREN COUNTY SHARED ENGINEER

COUNTY AUDITOR
 TRANSFERRED ON THIS 29th DAY OF JANUARY, 2016.

[Signature]
 DEPUTY COUNTY AUDITOR

WARREN COUNTY RECORDER
 FILE NO. 2016-0007416

RECORDED ON THIS 30th DAY OF FEBRUARY, 2016 AT 2:22:52 PM

RECORDED ON THIS 30th DAY OF FEBRUARY, 2016 AT 2:22:24 PM

RECORDED IN PLAT BOOK NUMBER 92 PAGE 65-66

SEE #172-90
 BY: *[Signatures]*
 CLERK WARREN COUNTY RECORDER

OWNER/DEVELOPER:
 THE DREES COMPANY
 211 GRANDVIEW DRIVE
 FT. MITCHELL, KENTUCKY 41017
 (859) 578-4200



ASHWOOD ESTATES ADDITION

9-20-15	J.C.	D.P.	1" = 50'
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RECORD PLAT
 ASHWOOD ESTATES ADDITION
 SECTION-14, TOWN-4, RANGE-2
 DEERFIELD TOWNSHIP
 WARREN COUNTY, OHIO

Abercrombie & Associates, Inc.
 Civil Engineering • Surveying
 15-0001 1 2

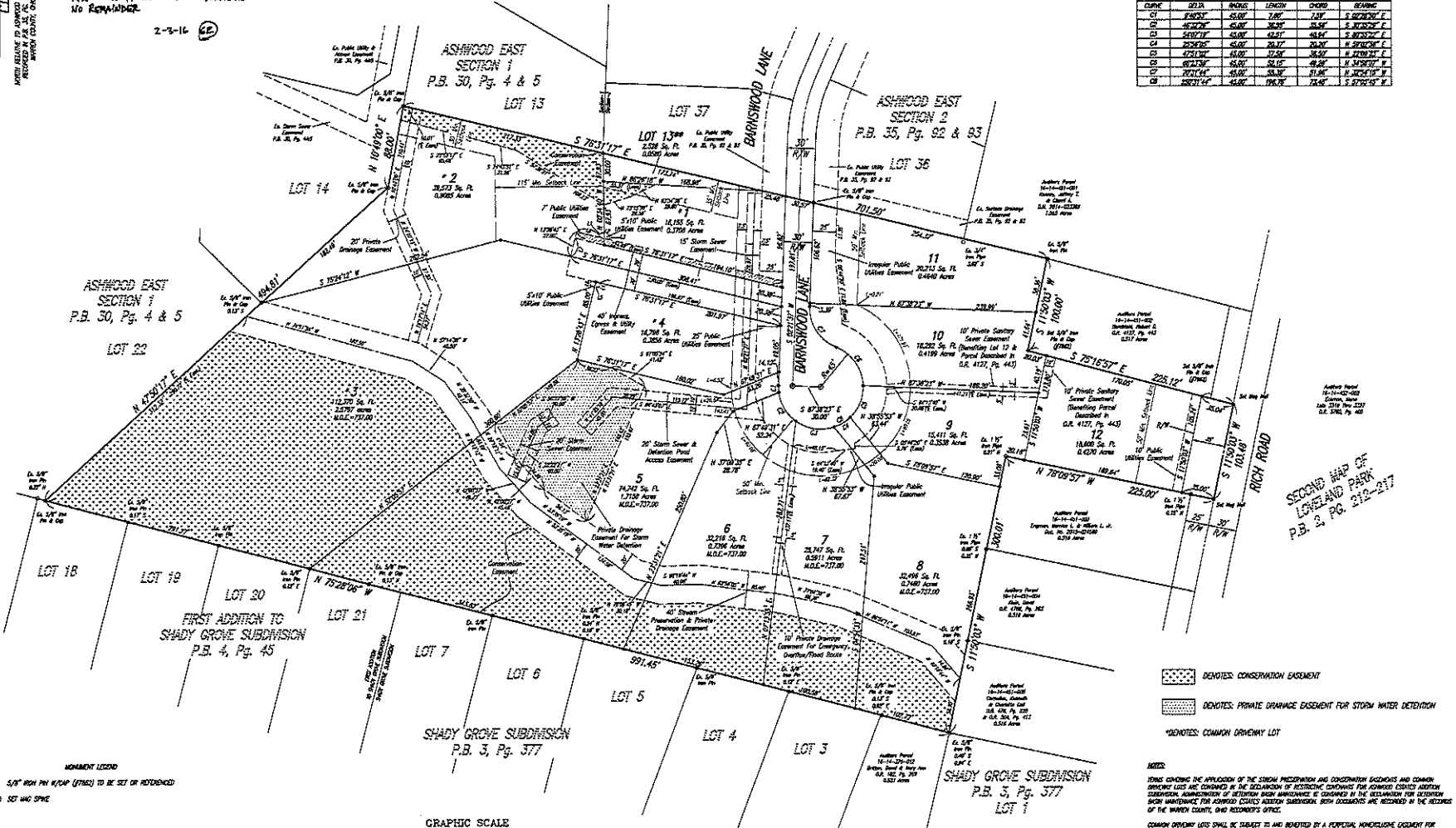
- OLD
NEW
- | | |
|---------------|------------|
| 16-14-376-038 | LOT 1 |
| 16-14-376-039 | LOT 2 |
| 16-14-376-041 | LOT 3 |
| 16-14-376-042 | LOT 4 |
| 16-14-376-043 | LOT 5 |
| 16-14-376-044 | LOT 6 |
| 16-14-376-045 | LOT 7 |
| 16-14-451-008 | LOT 8 |
| 16-14-451-009 | LOT 9 |
| 16-14-451-010 | LOT 10 |
| 16-14-451-011 | LOT 11 |
| 16-14-451-012 | LOT 12 |
| 16-14-451-001 | 0.8516 Ac. |
- NO REMAINDER

2-3-16

LINE	LENGTH	BEARING
L1	5.00	S 120°45' W
L2	10.00	N 79°31'17" W
L3	5.00	S 120°45' W
L4	5.00	N 120°45' E
L5	10.00	N 79°31'17" W
L6	5.00	N 120°45' E
L7	5.00	S 120°45' W
L8	5.00	S 120°45' W

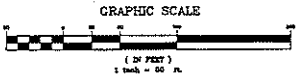
CURVE	ST. IN	ARC	CHORD	BEARING
C1	84.000	45.000	7.000	S 89°28'24" E
C2	84.000	45.000	7.000	S 89°28'24" E
C3	84.000	45.000	7.000	S 89°28'24" E
C4	84.000	45.000	7.000	S 89°28'24" E
C5	84.000	45.000	7.000	S 89°28'24" E
C6	84.000	45.000	7.000	S 89°28'24" E
C7	84.000	45.000	7.000	S 89°28'24" E
C8	84.000	45.000	7.000	S 89°28'24" E

** LOT 13 IS A NON-BUILDABLE LOT CREATED FOR TRANSFER TO ADJACENT LOT 37 OF ASHWOOD EAST, SECTION 1.

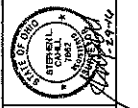


- DENOTES: CONSERVATION EASEMENT
- DENOTES: PRIVATE DRAINAGE EASEMENT FOR STORM WATER DETENTION
- DENOTES: COMMON DRAINAGE LOT

NOTES:
 BEING CONCERNING THE APPLICATION OF THE STORM PREVENTION AND COMMON DRAINAGE LOTS AND COMMON DRAINAGE LOTS ARE SHOWN IN THE DEPARTMENT OF RESISTANCE CONTRACTS AFTER SUBDIVISION ADMINISTRATION OF RESISTANCE BROWN MANUFACTURE IS COMPLETED BY THE DEPARTMENT OF RESISTANCE BROWN MANUFACTURE FOR SHARED COSTS ASSET SUBDIVISION. BOTH DOCUMENTS ARE RETURNED TO THE RECORDS OF THE WARREN COUNTY, OHIO RECORDS OFFICE.
 COMMON DRAINAGE LOTS SHALL BE SUBJECT TO A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR ACCESS AND EGRESS OVER THE COMMON DRAINAGE AND FOR PROVIDING UTILITY SERVICES TO THE INDIVIDUAL LOTS.
 THE OWNERS USING THE COMMON DRAINAGE SHALL SHARE EQUALLY IN THE EXPENSE AND COST OF MAINTAINING, IMPROVING, AND REPAIRING THE COMMON DRAINAGE AS DETAILLED IN THE REGISTRATION OF RESISTANCE CONTRACTS FOR COMMON DRAINAGE SUBDIVISION.
 DRAINAGE AND WATER SERVICE UTILITIES FROM PUBLIC UTILITIES ALONG BARNHWOOD LANE SERVING LOTS 2 & 3 TO BE PRIVATELY OWNED AND MAINTAINED.



Length of Deflected Street (Barnwood Lane) = 197.81'



ASHWOOD ESTATES ADDITION

9-20-15
 J.C.
 D.P.
 1" = 50'

RECORD PLAT
 ASHWOOD ESTATES ADDITION
 SECTION 1, TOWNSHIP 2
 WARREN COUNTY, OHIO

Abercrombie & Associates, Inc.
 Civil Engineering + Surveying
 10000 W. 12th Street, Suite 100
 Warren, Ohio 44481
 Phone: 440.343.1100
 Fax: 440.343.1101
 www.aberassoc.com

15-0001 2 2
 92-66

First Reading: November 2, 2020
Second Reading: Dispensed

RESOLUTION 2020- 57

A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND SETTING SPEED LIMITS ON BARNSWOOD LANE IN ASHWOOD ESTATES ADDITION, DEERFIELD TOWNSHIP, DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY

WHEREAS, Warren County Commissioners have accepted the following streets in the Ashwood Estates Addition subdivision and approved them for maintenance by Deerfield Township and Deerfield Township is accepting the same for maintenance: Barnswood Lane

WHEREAS, the Township Trustees desire to establish a speed limit of twenty-five (25) miles per hour on the streets in the Ashwood Estates Addition.

NOW THEREFORE BE IT RESOLVED, by the Board of Township Trustees of Deerfield Township, Ohio:

SECTION 1. Deerfield Township accepts for maintenance the following streets in the Ashwood Estates Addition: Barnswood Lane

SECTION 2. The speed limit on the following street in the Ashwood Estates Addition, Deerfield Township is hereby established at twenty-five (25) miles per hour: Barnswood Lane

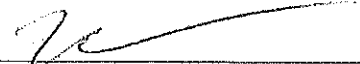
SECTION 3. The Trustees of Deerfield Township, upon majority vote, do hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.

SECTION 4. This Resolution is hereby declared an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of Deerfield Township. The reason for the emergency is to provide for an immediate establishment of a safe speed limit.

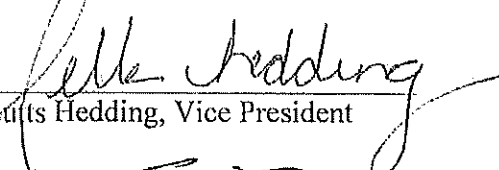
VOTE RECORD:

Ms. Malhotra 4 Mrs. Hedding 4 Mr. Siciliano 4

PASSED at the Meeting of the Board of Trustees this 2nd day of November, 2020.



Kristin Malhotra, President



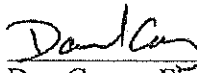
Lelle Lufts Hedding, Vice President



James Siciliano IV, Trustee

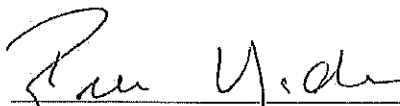
AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Deerfield Township Fiscal Officer, this 2nd day of November 2020.



Dan Corey, Fiscal Officer
Deerfield Township, Warren County, Ohio

APPROVED AS TO FORM



Benjamin J. Yoder, Law Director

Resolution

Number 20-1642

Adopted Date November 17, 2020

APPROVE A STREET AND APPURTENANCES BOND RELEASE FOR GALLENSTEIN BROTHERS, INC. FOR COMPLETION OF IMPROVEMENTS IN WILLOW POND BOULEVARD DEDICATION IN HAMILTON TOWNSHIP

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

BOND RELEASE


Bond Number	:	03-031 (P)
Development	:	Willow Pond Boulevard Dedication
Developer	:	Gallenstein Brothers, Inc.
Township	:	Hamilton
Amount	:	\$1,821.38
Surety Company	:	Huntington Bank Cashier's Check #101304084

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

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

Resolution adopted this 17th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Gallenstein Brothers, Inc. Attn: John T. Gallenstein, 6801 Creek Rd, Cincinnati, OH 45242
OMB – S. Spencer
Engineer (file)
Bond File

Resolution

Number 20-1643

Adopted Date November 17, 2020

APPROVE A SIDEWALK BOND RELEASE FOR GALLENSTEIN BROTHERS, INC., FOR COMPLETION OF IMPROVEMENTS WILLOW POND BOULEVARD DEDICATION IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following sidewalk bond release:

BOND RELEASE

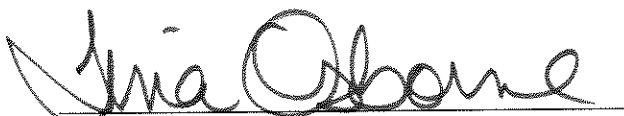
Bond Number	:	03-031 (S)
Development	:	Willow Pond Boulevard Dedication
Developer	:	Gallenstein Brothers, Inc.
Township	:	Hamilton
Amount	:	\$884.52
Surety Company	:	Huntington Bank Cashier's Check #101304083

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

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

Resolution adopted this 17th day of November 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Gallenstein Brothers, Inc. Attn: John T. Gallenstein, 6801 Creek Rd, Cincinnati, OH 45242
OMB – S. Spencer
Engineer (file)
Bond Agreement File

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

Resolution

Number 20-1644

Adopted Date November 17, 2020

APPROVE WILLOW POND BOULEVARD IN WILLOW POND BOULEVARD DEDICATION FOR PUBLIC MAINTENANCE BY HAMILTON TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Willow Pond Boulevard has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
1348-T	Willow Pond Boulevard	0'-41'0"	0.020

NOW THEREFORE BE IT RESOLVED, to accept the above street name for public maintenance by Hamilton Township; and

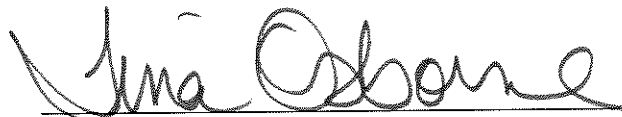
BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

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

Resolution adopted this 17th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Map Room (Certified copy)
Township Trustees
Ohio Department of Transportation
Engineer (file)
Developer
Bond Agreement file

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:30 p.m. on November 3, 2020, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Darryl Cordrey – Trustee, *Chair*
Joseph P. Rozzi – Trustee
Mark Sousa - Trustee

Mr. Cordrey introduced the following resolution and moved its adoption:

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 20-1104**

**A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND
SETTING SPEED LIMITS ON WILLOW POND BOULEVARD DEDICATION,
HAMILTON TOWNSHIP, DISPENSING WITH THE SECOND READING AND
DECLARING AN EMERGENCY**

WHEREAS, Warren County Commissioners have accepted the following street, Willow Pond Boulevard Dedication and approved them for maintenance by Hamilton Township and Hamilton Township is accepting the same for maintenance on Willow Pond Boulevard Dedication shown on the attached Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Township Trustees of Hamilton Township, Warren County, Ohio:

SECTION 1. Hamilton Township accepts Willow Pond Boulevard Dedication as shown on the attached Exhibit A for maintenance.

SECTION 2. The speed limit on Willow Pond Boulevard Dedication, Hamilton Township is hereby established at twenty-five (25) miles per hour.

SECTION 3. The Trustees of Hamilton Township, upon majority vote, do hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.

SECTION 4. This Resolution is hereby declared an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of Hamilton Township. The reason for the emergency is to provide for an immediate establishment of a safe speed limit.

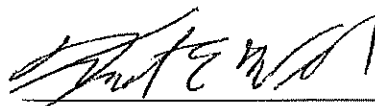
SECTION 5. This Resolution shall take effect on the earliest date allowed by law.

Mr. Rozzi seconded the Resolution and the following being called upon the question of its adoption, the vote resulted as follows:

Darryl Cordrey -	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Joseph P. Rozzi -	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Mark Sousa -	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>

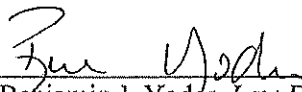
Resolution adopted this 4th day of November 2020.

Attest:



Kurt E. Weber, *Fiscal Officer*

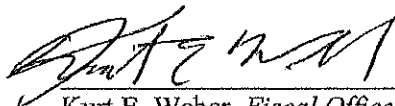
Approved as to form:



Benjamin J. Yoder, *Law Director*

I, Kurt E. Weber., Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on November 4, 2020.

Date: 11/4/2020



Kurt E. Weber, *Fiscal Officer*

Resolution

Number 20-1645

Adopted Date November 17, 2020

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH RED HAWK LAND, LLC. FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE WOODLANDS AT MORROW, PHASE 3D SITUATED IN THE VILLAGE OF MORROW

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

SECURITY AGREEMENT

Bond Number	:	20-026 (W/S)
Development	:	The Woodlands at Morrow, Phase 3D
Developer	:	Red Hawk Land, LLC
Location	:	Village of Morrow
Amount	:	\$11,257.93
Surety Company	:	Great American Insurance Group (3152080)

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

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

Resolution adopted this 17th day of November 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: Red Hawk Land, LLC, 3400 Werk Road, Cincinnati, OH 45211
Great American Insurance Group, 301 E 4th Street, Cincinnati, OH 45202
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

3152000

This Agreement made and concluded at Lebanon, Ohio, by and between RED HAWK LAND, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and GREAT AMERICAN INSURANCE GROUP (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in THE WOODLANDS AT MORROW Subdivision, Section/Phase 3D (3) (hereinafter the "Subdivision") situated in _____ (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$112,579.34, and that the Improvements that have yet to be completed and approved may be constructed in the sum of - 0 -; and,

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

NOW, THEREFORE, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$11,257.93 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

RED HAWK LAND, LLC
3400 WERK RD
CINCINNATI, OH 45211
Ph. (513) 451-2611

D. To the Surety:

URGAT AMERICAN INSURANCE GROUP

301 E 4TH STREET

CINCINNATI, OH 45202

Ph. (513) 369-5000

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

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

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

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

Original Escrow Letter (attached)

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

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

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

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

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

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

DEVELOPER: RED HAWK LAND, LLC

SURETY: GREAT AMERICAN INSURANCE COMPANY

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

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

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: MARY S. ALLEN

PRINTED NAME: TIMOTHY J. LORA

TITLE: PRESIDENT

TITLE: Attorney in Fact

DATE: Oct 21, 2020

DATE: 10/21/2020

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **THREE**

No. 0 21383

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
TIMOTHY J. IORI	ALL OF	ALL
JAMES L. IORI	CINCINNATI, OHIO	\$100,000,000
ANTHONY L. IORI		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **11TH** day of **NOVEMBER**, 2019

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C B

Assistant Secretary

Mark V Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **11TH** day of **NOVEMBER**, 2019

, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this *21st* day of *October* 2020




Atty L C B

Assistant Secretary

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 20-1645, dated 11/17/20

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

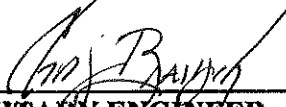
SIGNATURE: 

PRINTED NAME: David Young

TITLE: President

DATE: 11/17/20

RECOMMENDED BY:

By: 
SANITARY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

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

Resolution

Number 20-1646

Adopted Date November 17, 2020

RESCIND RESOLUTION #20-1611 APPROVING APPROPRIATION ADJUSTMENTS
WITHIN PROBATE COURT GENERAL FUND #11011250

WHEREAS, pursuant to Resolution #20-1611, adopted November 10, 2020 this Board approve appropriation adjustments within Probate Court General Fund 11011250; and

WHEREAS, this request was sent in error; and

NOW THEREFORE BE IT RESOLVED, to rescind Resolution #20-1611, adopted November 10, 2020.

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

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

Resolution adopted this 17th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

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

Resolution

Number 20-1647

Adopted Date November 17, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND
#10111240

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court
fund #11011240:

\$ 1000 .00	from	11011240-5415	(Indigent Attorneys)
	into	11011240-5910	(Juv CT Other Expense)

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

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

Resolution adopted this 17th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 20-1648

Adopted Date November 17, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND
#10111240

BE IT RESOLVED, to approve the following appropriation adjustments within Juvenile Court
fund #11011240:

\$1000.00	from	11011240-5415	(Indigent Attorneys)
	into	11011240-5160	(Juv CT Visiting Judges)

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

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

Resolution adopted this 17th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

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

Resolution

Number 20-1649

Adopted Date November 17, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN PROBATE COURT FUND
#11011250

BE IT RESOLVED, to approve the following appropriation adjustment within Probate Court
Fund #11011250:

\$ 2700.00	from	11011250-5830	(Workers Compensation)
	into	11011250-5400	(Purchased Services)

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

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

Resolution adopted this 17th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1650

Adopted Date November 17, 2020

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN RECORDS CENTER AND ARCHIVES #11011500

BE IT RESOLVED, to approve the following appropriation adjustment:


\$2,500.00 from #11011500-5820 (Health and Life Insurance)
into #11011500-5318 (Data Board Approved Purchases)

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

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

Resolution adopted this 17th day of November 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Records Center (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1651

Adopted Date November 17, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN FACILITIES MANAGEMENT
#11011600

BE IT RESOLVED, to approve the following appropriation adjustment:

\$600.00	from	#11011600-5114	(Overtime Pay)
	into	#11011600-5855	(Clothing/Personal Equipment)

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

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

Resolution adopted this 17th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Facilities Management (file)

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

Resolution

Number 20-1652

Adopted Date November 17, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN MARY HAVEN FUND #2270

BE IT RESOLVED, to approve the following appropriation adjustment within Mary Haven Youth Center Fund #2270:

\$ 1,600.00	from	22701240-5102	(Regular Salaries)
	into	22701240-5882	(Vacation Leave Payout)

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

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

Resolution adopted this 17th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1653

Adopted Date November 17, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND
NO. 5510

WHEREAS, the Water and Sewer Department incurs costs for employees clothing and personal equipment; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

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


\$5,000.00 from 55103200 - 5998 (RESERVE/CONTINGENCY)
 into 55103200 - 5855 (CLOTHING/PERSONAL EQUIPMENT)

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

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

Resolution adopted this 17th day of November 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

mbz

cc: Auditor
Appropriation Adj. file
Water/Sewer (file)

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

Resolution

Number 20-1654

Adopted Date November 17, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND
NO. 5510

WHEREAS, the Water and Sewer Department incurs costs for a road improvement project with
ODOT that includes a waterline relocation on US Route 22 and Zoar Road; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

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


\$59,920.00 from 55103209 - 5400 (Purchased Services)
into 55103209 - 5410 (Contracts BOCC Approved)

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

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

Resolution adopted this 17th day of November 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

mbz

cc: Auditor
Appropriation Adj. file
Water/Sewer (file)

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

Resolution

Number 20-1655

Adopted Date November 17, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE SEWER REVENUE FUND
NO. 5580

WHEREAS, the Water and Sewer Department incurs costs for employees clothing and personal equipment; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

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

\$2,500.00 from 55803300 - 5998 (RESERVE/CONTINGENCY)
 into 55803300 - 5855 (CLOTHING/PERSONAL EQUIPMENT)

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

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

Resolution adopted this 17th day of November 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

mbz

cc: Auditor
Appropriation Adj. file
Water/Sewer (file)

Resolution

Number 20-1656

Adopted Date November 17, 2020

CONTINUE ADMINISTRATIVE HEARING TO CONSIDER VARIANCE AND APPEAL OF CONDITIONS REQUIRED FOR AN ACCESS PERMIT OF SPEEDWAY SUPERAMERICA LLC IN FRANKLIN TOWNSHIP

BE IT RESOLVED, to continue the administrative to consider variance and appeal of conditions required for an access permit of Speedway SuperAmerica, LLC in Franklin Township; said hearing to be continued to December 15, 2020, at 9:15 a.m. in the Commissioners' Meeting Room.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 17th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

lkl/

cc: Engineer (file)
Public Hearing file
Applicant – Brad Gross, 600 Speedway Drive, Enon, OH 45323
Franklin Township Trustees

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

Resolution

Number 20-1657

Adopted Date November 17, 2020

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 17th day of November 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Commissioners file

Department	Vendor Name	Description	Amount
FAC	PRODIGY BUILDING SOLUTIONS	FAC LED UPGRADE SILVER STREET	172,520.00
SHE	ARAMARK CORRECTIONAL SVCS	SHE.INMATE/STAFF/ESCROW ACCT M	50,000.00
WAT	CBTS HOLDCO LLC	WAT VFD FOR DEARTH BOOSTER STA	23,480.40
FAC	ERLANGER HARDWARE CONSULTANTS	FAC KEY VAULTS 822 MEMORIAL DR	11,305.64
SHE	ARAMARK CORRECTIONAL SVCS	SHE.INMATE/STAFF/ESCROW ACCT M	290,000.00
GRA	UNIVERSAL TRANSPORTATION	GRA 2021 UTS TRANSIT SERVICE	930,000.00
FAC	BARRY BECKER	FAC ANNUAL BACKFLOW TESTING FO	2,315.00
GRA	ABUSE & RAPE CRISIS SHELTER	FY20 ABUSE & RAPE CRISIS SHELT	42,000.00
GRA	INTERFAITH HOSPITALITY NETWORK	FY20 INTERFAITH HOSPITALITY NE	62,450.00
	CARES FUNDS TO SCHOOLS - SEE ATTACHED LIST		2,605,256.02

11/17/2020 APPROVED:



Tiffany Zindel, County Administrator

Warren County Commissioners CARES Act Funding

11.9.2020

District	PPE and Cleaning Supplies	Remote Learning	Personnel Costs	Total Cares Funding	Other Cares Funds Received	Total Distributed	
Carlisle	\$ 40,120.45	\$ 39,500.00	\$ 34,347.84	\$ 241,030.35		\$ -	
Clinton Massie	\$ 132,786.97	\$ 8,550.00	\$ 5,131.77	\$ 269,177.82	\$ 40,000.00	\$ -	
Franklin	\$ 142,155.00	\$ 114,995.00	\$ 100,546.00	\$ 578,107.00		\$ -	
* Kings	\$ 124,767.33	\$ 447,211.06	\$ 12,000.00	\$ 410,211.06		\$ A (173,767.33)	
Lebanon	\$ 183,242.49	\$ 398,848.41	\$ 20,871.51	\$ 648,283.32		\$ -	
* Little Miami	\$ 150,505.79	\$ 396,846.15	\$ 34,395.74	\$ 557,754.61		\$ M (23,993.07)	
* Mason	\$ 608,593.88	\$ 1,155,365.49	\$ 138,013.41	\$ 680,512.38		\$ A (1,221,460.40)	
* Springboro	\$ 694,394.25	\$ 241,901.78	\$ 8,400.00	\$ 394,119.76	\$ 200,000.00	\$ P (350,576.27)	
* Wayne	\$ 116,526.00	\$ 165,629.00	\$ 90,377.00	\$ 150,332.00		\$ P (222,200.00)	
* Warren CCC	\$ 81,700.06	\$ 100,344.99	\$ 22,859.13	\$ 47,934.40	\$ 4,890.00	\$ P (152,079.78)	
* WCESC	\$ 46,179.17	\$ -	\$ 118,000.00	\$ -		\$ X (164,179.17)	
* SWOCOG	\$ -	\$ -	\$ 297,000.00	\$ -		\$ X (297,000.00)	
Totals	\$ 2,320,971.39	\$ 3,069,191.88	\$ 881,942.40	\$ 3,977,462.70	\$ 244,890.00	\$ (2,605,256.02)	

need to ratify these requisitions

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

Resolution

Number 20-1658

Adopted Date November 17, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO LOCAL CORONAVIRUS RELIEF
FUND #2210

BE IT RESOLVED, to approve the following supplemental appropriation:


\$ 4,008,440.00	into	#22101110-5102	(Local Corona – Regular Salaries)
\$ 525,900.00	into	#22101110-5811	(Local Corona – PERS)
\$ 538,250.00	into	#22101110-5820	(Local Corona – Health/Life Ins)
\$ 52,600.00	into	#22101110-5871	(Local Corona – Medicare)
\$ 24,000.00	into	#22101110-5210	(Local Corona – Material/Supplies)

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

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

Resolution adopted this 17th day of November 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
OMB (file)