

Resolution

Number 21-1804

Adopted Date December 21, 2021

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO DOUG INGRAM,
WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Doug Ingram;
and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for
Doug Ingram not to exceed twelve (12) weeks; pending further documentation from Mr. Ingram's
physician.

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water & Sewer (file)
D. Ingram's FMLA file
OMB – Sue Spencer

Resolution

Number 21-1805

Adopted Date December 21, 2021

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO STACY RYAN, WITHIN THE WARREN COUNTY EMERGENCY SERVICES

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Stacy Ryan; and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for Stacy Ryan not to exceed twelve (12) weeks; pending further documentation from Mrs. Ryan's physician.

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)
S. Ryan's FMLA file
OMB – Sue Spencer

Resolution

Number 21-1806

Adopted Date December 21, 2021

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO NATHAN HARPER,
WITHIN THE WARREN COUNTY DOG AND KENNEL

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Nathan Harper; and


NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for Nathan Harper not to exceed twelve (12) weeks; pending further documentation from Mr. Harper's physician.

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Dog & Kennel (file)
N. Harper's FMLA file
OMB – Sue Spencer

Resolution

Number 21-1807

Adopted Date December 21, 2021

ACCEPT RESIGNATION, DUE TO RETIREMENT, OF DON SEBASTIANELLI,
APPLICATION ANALYST II, WITHIN WARREN COUNTY TELECOMMUNICATIONS
DEPARTMENT, EFFECTIVE JANUARY 30, 2022

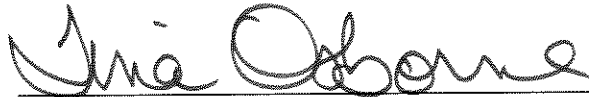
BE IT RESOLVED, to accept the resignation, due to retirement, of Don Sebastianelli, within the
Warren County Telecommunications Department effective January 30, 2022.

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 21-1808

Adopted Date December 21, 2021

ESTABLISH JANUARY 4, 2022, AT 9:00 A.M. AS THE TIME AND DATE FOR THE ANNUAL ORGANIZATIONAL MEETING

BE IT RESOLVED, to establish January 4, 2022, at 9:00 a.m. as the time and date for the Annual Organizational Meeting; said meeting to be held virtually and in the Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio 45036.

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Press
Commissioners' file

Resolution

Number 21-1809

Adopted Date December 21, 2021

ACKNOWLEDGE BINDER AND CERTIFICATE OF INSURANCE BY ARCH INSURANCE COMPANY FOR THE PROVISION OF EXCESS LOSS COVERAGE FOR THE WORKERS' COMPENSATION PROGRAM POLICY YEAR EFFECTIVE JANUARY 1, 2022

WHEREAS, in order to limit financial loss the Board of County Commissioners procure excess loss coverage through Arch Insurance Company for its workers' compensation program; and

NOW THEREFORE BE IT RESOLVED, to acknowledge binder and certificate of insurance for excess loss coverage by Arch for the workers' compensation program for policy year effective January 1, 2022; binder and certificate of insurance attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a—Arch Insurance Company
Adam Balls, World Risk
Ohio BWC
Sedgwick
T Whitaker, OMB
Work Comp File

ARCH INSURANCE COMPANY
ONE LIBERTY PLAZA, 53RD FLOOR
NEW YORK, NEW YORK 10006

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

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

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

NAME OF INSURED: Warren County Commissioners.

ADDRESS: 406 Justice Drive
Lebanon, OH 45036

INSURANCE CARRIER: ARCH INSURANCE COMPANY

POLICY NUMBER: WCX 0059344 06

EFFECTIVE: January 1, 2022 **EXPIRES:** January 1, 2023

CANCELLATION NOTICE: 30 Days

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

RETENTION: Part One - Excess Workers Compensation Insurance and Part Two -- Excess
Employers Liability Insurance Combined:

LIMITS OF INDEMNITY:	Your Retained Limit - Each Accident:	\$750,000
	Your Retained Limit - Disease, Each Employee:	\$750,000
	A. Part One - Excess Workers Compensation Insurance:	
	Our Limit of Liability - Each Accident:	Statutory
	Our Limit of Liability - Disease, Each Employee:	Statutory
	B. Part Two -- Excess Employers Liability Insurance:	
	Our Limit of Liability - Each Accident:	\$1,000,000
	Our Limit of Liability - Disease, Each Employee:	\$1,000,000
	Our Limit of Liability -- Aggregate:	\$1,000,000

SELF-INSURERS OPERATIONS: Municipality

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

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

Stephen Cho
Stephen Cho
AUTHORIZED REPRESENTATIVE
DATED December 15, 2021



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

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

December 15, 2021

Attention: Adam Balls

RE: Warren County Commissioners

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

TYPE OF INSURANCE: Excess Workers Compensation and Employers Liability
STATE(S) OF COVERAGE: Ohio
EFFECTIVE DATE: January 1, 2022
POLICY NUMBER: WCX 0059344 06
INSURANCE CARRIER: Arch Insurance Company
POLICY PERIOD: January 1, 2022 to January 1, 2023
YOUR RETAINED LIMIT: Part One - Excess Workers Compensation Insurance and Part Two -- Excess Employers Liability Insurance Combined:
 Your Retained Limit - Each Accident: \$750,000
 Your Retained Limit -- Disease, Each Employee: \$750,000
OUR LIMIT OF LIABILITY: A. Part One - Excess Workers Compensation Insurance
 Our Limit of Liability - Each Accident: Statutory
 Our Limit of Liability - Disease, Each Employee: Statutory
 B. Part Two -- Excess Employers Liability Insurance
 Our Limit of Liability - Each Accident: \$1,000,000
 Our Limit of Liability - Disease, Each Employee: \$1,000,000
 Our Limit of Liability -- Aggregate: \$1,000,000
POLICY PREMIUM: \$102,587
TERRORISM PREMIUM: \$3,078 *
BASIS OF PREMIUM: .1544 per \$100 of Payroll based on \$66,442,264
MINIMUM PREMIUM FOR PERIOD: \$92,328 (90%)
COMMISSION: Nil
ENDORSEMENTS: To be included at time of issuance: See attached Exhibit
REMARKS: Please advise if the Insured's name differs from that above.

*** This premium is included in, not in addition to, the POLICY PREMIUM.**

Very truly yours,
Stephen Cho
 Stephen Cho

Warren County Commissioners
Exhibit #1

Endorsements forming part of the Policy at policy issuance

Endorsement No.	Endorsement Title
00 GL0386 00 (01 08)	Losses Redefined to Include Allocated Loss Adjustment Expenses Endorsement
00 GL0398 36 (01 08)	Ohio Intentional Acts Exclusion Deletion Endorsement
00 GL0253 00 (01 21)	Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement
00 GL0403 36 (05 09)	Ohio Amendatory Endorsement

Resolution

Number 21-1810

Adopted Date December 21, 2021

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

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

WHEREAS, this Board of County Commissioners and the Humane Association mutually desire to continue said services for the year 2022; and


NOW THEREFORE BE IT RESOLVED, to approve a one-year extension to the Service Agreement between this Board and the Humane Association of Warren County, Inc. for a total cost of services from January 1, 2022 to December 31, 2022 of \$245,863; as attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

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

Service Agreement Extension

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

WHEREAS, Resolution Numbers 08-1850, 09-1670, 10-1679, 11-1639, 12- 1718, 13-1864, 15-0673, 15-2227, 16-2077 17-2072, 18-1866, 19-1766 and 20-1874 approved one-year extensions to said service agreement with the latest extension ending December 31, 2021; and

WHEREAS, the Board of County Commissioners and the Board of the Humane Association mutually desire to continue said services through the year 2022; and

NOW THEREFORE BE IT RESOLVED that the "Humane Association Service Agreement" approved pursuant to Resolution Number 06-2070 is extended for a period of one year beginning January 1, 2022, and ending December 31, 2022, at a rate of **\$245,863**. All terms shall remain the same, only the term is being amended hereby.

[Signature]
Vice President
Board of Warren County Commissioners
12/21/21
Date

[Signature]
Warren County Humane Association, Inc.
12/12/21
Date

Approved as to Form:

DAVID FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

[Signature]
By: Adam Nice, Asst. Prosecutor
[Signature]

Resolution

Number 21-1811

Adopted Date December 21, 2021

APPROVE NOTICE OF INTENT TO AWARD BID TO CDW GOVERNMENT, LLC FOR THE PURCHASE OF CISCO NETWORK EQUIPMENT

WHEREAS, bids were closed at 9:15 a.m., on December 7, 2021, and the bids received were opened and read aloud for the Purchase of Cisco Network Equipment, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Dustin Flint, Infrastructure Systems Manager, CDW Government, LLC has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Telecommunications Infrastructure Manager, that it is the intent of this Board to award the contract to CDW Government, LLC 230 N Milwaukee Avenue, Vernon Hills, IL 60061, for a total bid price of \$71,995.64 and

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

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecom (file)
OMB Bid file

Resolution

Number 21-1812

Adopted Date December 21, 2021

APPROVE NOTICE OF INTENT TO AWARD BID TO CDW GOVERNMENT, LLC FOR THE PURCHASE OF 1 HPE NIMBLE STORAGE UNIT

WHEREAS, bids were closed at 9:00 a.m., on December 7, 2021, and the bids received were opened and read aloud for the Purchase of 1 HPE Nimble Storage Unit, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Dustin Flint, Infrastructure Systems Manager, CDW Government, LLC has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Telecommunications Infrastructure Manager, that it is the intent of this Board to award the contract to CDW Government, LLC 230 N Milwaukee Avenue, Vernon Hills, IL 60061, for a total bid price of \$141,684.52 and

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

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecom (file)
OMB Bid file

Resolution

Number 21-1813

Adopted Date December 21, 2021

AUTHORIZE PRESIDENT OF BOARD TO SIGN THE TASK COMPLETION REPORT FOR CENTRAL SQUARE TECHNOLOGIES (FKA TRITECH SOFTWARE SYSTEMS) ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified, and recommended that the Board of County Commissioners sign the Central Square Technologies Task Completion Report 1; and

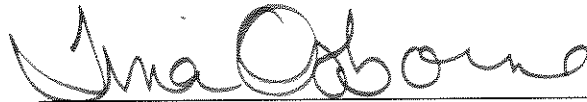
NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the Central Square Technologies (FKA TriTech Software Systems) Completion Report 1 as attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Central Square Technologies (FKA TriTech Software Systems)
Telecom (file)



CENTRAL SQUARE

TECHNOLOGIES

Warren County, OH Sales Order Q-50670 Task Completion Report #1

Effective Date: 9/23/2021

The purpose of the Task Completion Report (this "Document") is to document the mutual agreement between CentralSquare and the Client on the items listed in this report, in reference to **Warren County API Class Alternative PO 21001934**

Completion of Project Deliverables:

The following Project Deliverable(s) have been completed:

Enterprise CAD API Consulting completed 9/23/2021

Services Scope of Project

The project includes the following scope for API Class Alternative:

- Enterprise CAD API Material: Login Options (Login Screen, Service Account Login)
- Enterprise CAD API Material: Incident (Get Incident and Incident Info, Create Incident)
- Enterprise CAD API Material: Vehicle (Get Vehicle and Vehicle Status, Change Vehicle Status)
- Enterprise CAD API Material: Business Event Processing
- Enterprise CAD API Material: Driving Directions, Mail, GeoValidation, Reverse GeoCoding
- Enterprise CAD API Material: Creating Windows Service
- Enterprise CAD API Material: Workstation Plugin
- Enterprise CAD API Material: Custom Powerline
- CentralSquare to work with Warren team to create custom powerline of their choice.
- Review Paging Interface using Raptor and go-forward provide recommendations
- 5 additional developer level questions

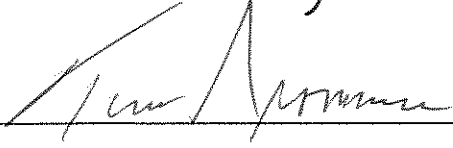

Acknowledgement:

The Client acknowledges their approval of the project deliverables listed. Upon receipt of this fully executed Document, CentralSquare will provide an invoice for the following Deliverables:

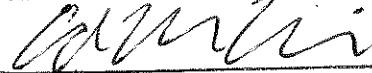
Description	Amount
Project Management fixed fee	\$585.00
Consulting Services fixed fee	2,340.00
Total	\$2,925.00

The Client is responsible to approve this Task Completion Report within 5 business days, or provide a written notification to CentraSquare detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

Please sign and return this document to CentralSquare.

Approvals	
Client Project Manager	Print Name: Tom brassmann, Vice President
	Signature:  Date: 12/21/21
CentralSquare Project Manager	Print Name: William M. McClamroch
	Signature:  Date: 12/8/2021

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 21-1814

Adopted Date December 21, 2021

ENTER INTO PURCHASE AGREEMENT FOR ENDPOINT SECURITY SERVICES WITH CENTER FOR INTERNET SECURITY, INC (CIS) FOR ENDPOINT SECURITY SERVICES ON BEHALF OF WARREN COUNTY INFORMATION TECHNOLOGY

BE IT RESOLVED, to enter into purchase agreement for Endpoint Security Services with Center for Internet Security, Inc. (CIS); copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Center for Internet Security, Inc.
Information Technology (file)

Purchase Agreement For Endpoint Security Services

This PURCHASE AGREEMENT ("Agreement") by and between the Center for Internet Security, Inc. ("CIS"), located at 31 Tech Valley Drive, East Greenbush, NY 12061-4134, and **Warren County Board of Commissioners** with its principal place of business at: **406 Justice Dr., Lebanon, OH 45036** for Endpoint Security Services ("ESS"), as defined herein below (CIS and Entity collectively referred to as the "Parties").

In consideration of the mutual covenants contained herein, the Parties do hereby agree as follows:

I. Purpose

The purpose of this agreement is to set forth the mutual understanding between Entity and CIS with respect to the provision of ESS to Entity.

II. Definitions

A. **Security Operation Center (SOC)** – 24 X 7 X 365 watch and warning center that provides cybersecurity infrastructure monitoring, dissemination of cyber threat warnings and vulnerability identification and mitigation recommendations.

B. **Endpoint Security Services or ESS:** Endpoint Security Services (ESS) is comprised of the following services:

1. **Next Generation Antivirus (NGAV).** A solution deployed on endpoint devices to prevent cyber-attacks with the following capabilities:

- Detect malicious activity using signature-based and behavior-based threat detection methods with the capability to automate prevention (block attacks);
- Deny/allow indicators list management to include anomalous behavior-based indicators;
- Endpoint and file quarantine functionality;
- Threat notification and alerts; and
- Web-based management interface with a cloud-based data administration component for enterprise deployment.

2. **Endpoint Detection & Response (EDR).** Deployment and maintenance of an EDR software agent on Entity's identified endpoint devices, which will (a) block malicious activity at a device level if agreed to by the Entity; (b) remotely isolate compromised systems after coordination with the Entity; (c) identify threats on premise, in the cloud, or on remote systems; (d) inspect network traffic in a decrypted state on the endpoint for the limited purpose of identifying malicious activity; and (e) identify and remediate malware infections.

3. Centralized management of ESS data to allow system administration, event analysis and reporting by CIS SOC. Additionally, Entity will be able to interact with its own ESS data through the management system

4. **Additional Endpoint Security Services.** CIS may offer additional services under this Agreement from time to time as ESS. Purchase and receipt of such services will be subject to an addendum to this Agreement.

III. Selection of ESS

CIS hereby agrees to supply Entity with ESS as set forth in an Order. ESS for additional endpoints may be ordered by Entity during the Term (as defined herein below) of this Agreement by submitting a written request to CIS. The Service Start Date of subsequent Orders for ESS shall be the date of the approved Order but shall terminate as of the end of the applicable Term. Additional services may also be ordered from CIS by Entity by separate agreement with CIS.

IV. Term of this Agreement

This Agreement will commence on the date it is signed by both Parties (the "Effective Date"), and shall continue in full force and effect for the period specified in the Order (the "Term").

V. Responsibilities

Appendix A, which is attached hereto and incorporated herein, contains the specific responsibilities for Entity and CIS regarding Endpoint Security Services. Entity understands and agrees that, as a condition to commencement of ESS under the terms of this Agreement, it must agree to comply with the terms and conditions applicable to Entity as set forth in Appendix A.

VI. Payment Terms

A. **Initial ESS Purchase.** In consideration for receipt of ESS, Entity agrees to purchase the specified ESS at the purchase price set forth in the Order in US Dollars (USD), which shall be due and payable within thirty (30) days of the Effective Date. Payment may be made by: (i) EFT transfer; (ii) check made payable to Center for Internet Security and mailed to CIS Accounts Receivable, 31 Tech Valley Drive, East Greenbush, NY 12061; or (iii) credit card transaction according to the instructions provided to Entity by CIS. The amount of the purchase price to be paid by Entity to CIS pursuant to this section shall not be reduced by any amount of fees to be collected by a financial institution or payment processor incidental to the payment to CIS. Entity shall provide CIS with a tax exemption certificate.

B. **Purchase of ESS for Subsequent Terms.** At least sixty (60) days prior to the expiration of any Term of this Agreement, CIS will provide Entity an Order setting forth pricing for a subsequent Term. Payment for ESS for a subsequent Term shall be due to CIS no later than the last day of the then-current Term,

using any of the methods described in Section VI(A) above. In the event that such payment is not made prior to the end of the applicable Term, this Agreement shall not be renewed for a subsequent Term.

VII. Title

The Endpoint Security Services include use of software that is licensed to CIS by a third-party provider, CrowdStrike, Inc. ("CrowdStrike"). All title and ownership rights of the software shall remain with CrowdStrike.

The Entity shall own all right, title and interest in its data that is provided to CIS pursuant to this Agreement. Entity hereby grants CIS a non-exclusive, non-transferable license to access and use such data as is necessary to provide the Endpoint Protection Services specified in of this Agreement.

VIII. Warranty

A. Warranty. CIS warrants to Entity during the applicable Term that: (i) the Endpoint Security Services operate without Error; and (ii) industry standard techniques have been used to prevent the ESS at the time of installation from injecting malicious software viruses into Entity's endpoints covered by this Agreement. Entity must notify CIS of any warranty claim during the Term. Entity's sole and exclusive remedy and the entire liability of CIS for its breach of this warranty will be for CIS, at its own expense, to do at least one of the following: (a) use commercially reasonable efforts to provide a work-around or correct such Error; or (b) terminate This Agreement and Entity's access to and use of ESS and refund the prepaid fee prorated for the unused period of the Term. CIS shall have no obligation regarding Errors reported after the applicable Term. For purposes of this Section VIII, "Error" means a reproducible failure of ESS to perform in substantial conformity with its applicable Documentation (as defined herein below), as supplied by CrowdStrike.

B. Exclusions. The express warranties do not apply if the ESS (i) has been modified, except by CIS or CrowdStrike, or (ii) has not been installed, used, or maintained in accordance with this Agreement or Documentation.

C. Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION VIII, CIS MAKES NO OTHER WARRANTIES RELATING TO THE ESS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY.

ENTITY ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT CIS DOES NOT GUARANTEE OR WARRANT THAT USE OF ESS WILL FIND, LOCATE OR DISCOVER ALL SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND WILL NOT HOLD CIS RESPONSIBLE THEREFOR. ENTITY AGREES NOT TO REPRESENT TO ANY THIRD PARTY THAT CIS HAS PROVIDED SUCH GUARANTEE OR WARRANTY.

IX. Amendments to this Agreement

This Agreement may only be amended as agreed to in writing by both Parties.

X. No Third Party Rights

Nothing in this Agreement shall create or give to third parties any claim or right of action of any nature against Entity or CIS.

XI. Confidentiality Obligation

CIS acknowledges that information regarding the infrastructure and security of Entity's information systems, assessments and plans that relate specifically and uniquely to the vulnerability of customer information systems, Personal Data (as defined herein below), specific vulnerabilities identified as part of the Endpoint Security Services or information otherwise marked as confidential by Entity ("Confidential Information") may be provided by Entity to CIS in connection with the services provided under this Agreement. The Entity acknowledges that it may receive from CIS trade secrets and confidential and proprietary information ("Confidential Information"). Both Parties agree to hold each other's Confidential Information in confidence to the same extent and the same manner as each party protects its own confidential information, but in no event will less than reasonable care be provided and a party's information will not be released in any identifiable form without the express written permission of such party or as required pursuant to lawfully authorized subpoena or similar compulsive directive or is required to be disclosed by law, provided that the Entity shall be required to make reasonable efforts, consistent with applicable law, to limit the scope and nature of such required disclosure. CIS further agrees that any third party involved in providing Endpoint Security Services shall be required to protect Entity's Confidential Information to the same extent as required under this Agreement. CIS shall, however, be permitted to disclose relevant aspects of such Confidential Information to its officers, employees, agents and CIS's cyber security partners, including federal partners, provided that such partners have agreed to protect the Confidential Information to the same extent as required under this Agreement. The Parties agree to use all reasonable steps to ensure that Confidential Information received under this Agreement is not disclosed in violation of this Section XI. These confidentiality obligations shall survive the termination of this Agreement.

XII. Notices

A. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

1. via certified or registered United States mail, return receipt requested;
2. by personal delivery;
3. by expedited delivery service; or
4. by e-mail with acknowledgement of receipt of the notice.

Such notices shall be addressed as follows or to such different addresses as the Parties may from time-to-time designate:

CIS

Address: **CIS Services**
Center for Internet Security, Inc.
31 Tech Valley Drive
East Greenbush, NY 12061-4134

Telephone: **(518) 880-0766**

E-Mail: Services@cisecurity.org

with cc to: legalnotices@cisecurity.org

Entity **Warren County**

Name: **Warren County Commissioners**

Address: **406 Justice Dr., Lebanon, OH 45036**

Telephone: **513-695-1250**

- B. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- C. The Parties may, from time to time, specify any new or different contact information as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other Party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the Parties for purposes of implementation and administration, resolving issues and problems and/or for dispute resolution.

XIII. Jurisdiction and Venue

The Parties hereby agree that this agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio, further, the venue for any disputes arising under this Agreement shall be Warren County, Ohio.

[The remainder of this page is intentionally left blank.]

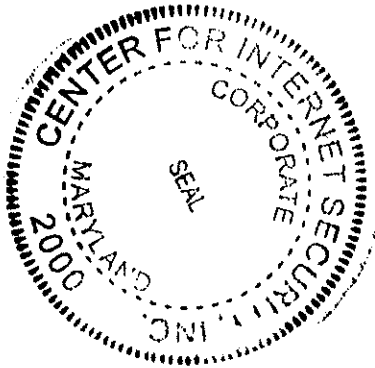
The foregoing has been agreed to and accepted by the authorized representatives of each party whose signatures appear below:

CENTER FOR INTERNET SECURITY, INC.

By: [Signature]
Name: James Whalen
Title: Deputy General Counsel and Assistant Secretary
Date: 12/06/2021

WARREN COUNTY COMMISSIONERS

By: [Signature]
Name: Tom Grossmann
Title: Vice President
Date: 12/21/21
Resolution # 21-1814



APPROVED AS TO FORM
[Signature]
Adam M. Nice
Asst. Prosecuting Attorney

Appendix A

Service Lines

Product/Service	Product Code	Date	Qty	Term	List Price	Sales Price	Discount	NET
CIS Services MDR Advanced powered by CrowdStrike	CIS-MDR-ADV-CS-CISS	11/15/2021 - 11/14/2022	1,600	12 Mon	\$5.00	\$5.00	15.00%	\$81,600.00

Additional Charges/Credits

Additional Charge/Credit	Description	NET
CIS ESS - Onboarding Credit	CIS ESS - Onboarding Credit	(\$1,566.72)

List Price Total:	\$96,000.00
Sales Price Total:	\$96,000.00
Service Discount Amount:	(\$14,400.00)
Net Amount:	\$81,600.00
Additional Charges/Credits Total:	(\$1,566.72)
Balance Due Amount:	\$80,033.28

ESS Responsibilities

- I. **Entity Responsibilities** - Entity acknowledges and agrees that CIS's ability to perform the Endpoint Security Services provided by CIS for the benefit of Entity is subject to Entity fulfilling certain responsibilities listed below. Entity acknowledges and agrees that neither CIS nor any third party provider shall have any responsibility whatsoever to perform the Endpoint Security Services in the event Entity fails to meet its responsibilities described below.
 - A. For purposes of this Agreement, Entity acknowledges and agrees that the scope of this Agreement is limited to the number of endpoint devices identified in the Order Form. In the event that Entity installs the ESS software agent on a greater number of endpoint devices beyond those identified in the Order Form, Entity will be charged for those additional endpoints, including any associated additional charges, and that those additional endpoint devices will be subject to the requirements of this Agreement. Entity will ensure the correct functioning and maintenance of the endpoint devices receiving Endpoint Security Services.
 - B. Entity shall provide the following to CIS prior to the commencement of the Endpoint Security Services and at any time during the term of the Agreement if the information changes:
 1. A completed PIQ, the form of which will be provided to Entity by CIS, which will identify the number and types of endpoints to be monitored during the Term, including identification of the operating systems used in the endpoints. The PIQ will need to be revised whenever there is a change that would affect CIS's ability to provide the Endpoint Security Services;
 2. Each endpoint device will have access to a secure Internet channel for ESS management and monitoring by CIS;
 3. Accurate and up-to-date information, including the name, email, landline, mobile, and pager numbers for all designated, authorized Point of Contact(s); and
 4. Entity will be responsible for installing the ESS software agent on its endpoints; CIS will provide Entity with a link to the ESS software agent.
 - C. During the term of this Agreement, Entity shall provide the following:
 1. Written notification to CIS SOC (SOC@MSISAC.ORG) at least thirty (30) days in advance of replacement of an existing endpoint device with another similar device and/or changes in operating systems for the endpoint devices that would affect CIS's ability to provide Endpoint Security Services;

2. Written notification to CIS SOC (SOC@MSISAC.ORG) at least twelve (12) hours in advance of any scheduled Internet outages affecting the endpoint devices;
3. A completed Escalation Procedure Form in the PIQ including the name, e-mail address and 24/7 contact information for all designated Points of Contact (POC). Revised information must be submitted when there is a change in status for any POC;
4. Sole responsibility for maintaining current maintenance and technical support contracts with Entity's software and hardware vendors for any endpoint device covered by ESS; and
5. Active involvement with CIS SOC to resolve any tickets requiring Entity input or action;

II. CIS Responsibilities

- A. CIS shall be responsible for purchase of a commercial ESS capability provided by Crowdstrike, to be incorporated into the Endpoint Security Services, and for providing a link for the ESS software agent to Entity for Entity to install on their endpoints.
- B. CIS will be responsible for the management and monitoring of the Endpoint Security Services to Entity's identified endpoint devices, including provision of the link for installation of the applicable ESS agent for the operating system of the endpoint devices, as identified by Entity in the PIQ.
- C. CIS will provide the following as part of the Endpoint Security Services:
 1. Analysis of logs from monitored security devices for attacks and malicious traffic;
 2. Analysis of security events;
 3. Correlation of security data/logs/events with information from other sources;
 4. Notification of security events per the Escalation Procedures provided by Entity; and
 5. Ensuring that all upgrades, patches, configuration changes and signature upgrades of the ESS agent are applied to Entity's endpoint devices receiving ESS.
- D. CIS Security Operation Center. CIS will provide 24/7 telephone (1-866-787-4722) availability for assistance with events detected by the Endpoint Security Services.
- E. Upon termination of this Agreement, CIS shall be responsible for the

cancellation of the Endpoint Security Services. Entity will be responsible for removal of the ESS agent installed on Entity's endpoint devices.

III. Third Party Provider Terms and Conditions

Entity acknowledges and agrees that as part of providing ESS, CIS has contracted with the third-party provider, CrowdStrike. Entity further acknowledges and agrees that in return for receipt of ESS, it agrees to the following terms and conditions as an end user of CrowdStrike services under this Agreement:

A. Access & Use Rights. Subject to the terms and conditions of this Agreement, Entity has a non-exclusive, non-transferable, non-sublicensable license to access and use the Products in accordance with any applicable Documentation solely for Entity's Internal Use. The Product includes a downloadable object-code component ("Software Component"); Entity may install and run multiple copies of the Software Components solely for Entity's Internal Use. Entity's access and use is limited to the quantity and the period of time specified in this Agreement.

B. Restrictions. The access and use rights do not include any rights to (i) employ or authorize any third party (other than Partner) to use or view the Offering or Documentation; (ii) alter, publicly display, translate, create derivative works of or otherwise modify an Offering; (iii) sublicense, distribute or otherwise transfer an Offering to any third party; (iv) allow third parties to access or use an Offering (except for Partner as expressly permitted herein); (v) create public Internet "links" to an Offering or "frame" or "mirror" any Offering content on any other server or wireless or Internet-based device; (vi) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code (if any) for an Offering (except to the extent that such prohibition is expressly precluded by applicable law), circumvent its functions, or attempt to gain unauthorized access to an Offering or its related systems or networks; (vii) use an Offering to circumvent the security of another party's network/information, develop malware, unauthorized surreptitious surveillance, data modification, data exfiltration, data ransom or data destruction; (viii) remove or alter any notice of proprietary right appearing on an Offering; (ix) conduct any stress tests, competitive benchmarking or analysis on, or publish any performance data of, an Offering (provided, that this does not prevent Entity from comparing the Products to other products for Entity's Internal Use); (x) use any feature of CrowdStrike APIs for any purpose other than in the performance of, and in accordance with, this Agreement; or (xi) cause, encourage or assist any third party to do any of the foregoing. Entity agrees to use an Offering in accordance with laws, rules and regulations directly applicable to Entity and acknowledges that Entity is solely responsible for determining whether a particular use of an Offering is compliant with such laws.

C. Third Party Software. CrowdStrike uses certain third party software in its Products, including what is commonly referred to as open source software. Under some of these third party licenses, CrowdStrike is required to provide Entity with notice of the license terms and attribution to the third party. See the licensing terms and attributions for such third party software that CrowdStrike uses at: <https://falcon.crowdstrike.com/opensource>.

D. Installation and User Accounts. For those Products requiring user accounts, only the individual person assigned to a user account may access or use the Product. Entity is liable and responsible for all actions and omissions occurring under Entity's user accounts for Offerings.

E. Ownership & Feedback. The Offerings are made available for use or licensed, not sold. CrowdStrike owns and retains all right, title and interest (including all intellectual property rights) in and to the Offerings. Any feedback or suggestions that Entity provides to CrowdStrike regarding its Offerings (e.g., bug fixes and features requests) is non-confidential and may be used by CrowdStrike for any purpose without acknowledgement or compensation, provided, Entity will not be identified publicly as the source of the feedback or suggestion.

F. CrowdStrike Disclaimer. PARTNER, AND NOT CROWDSTRIKE, IS RESPONSIBLE FOR ANY WARRANTIES, REPRESENTATIONS, GUARANTEES, OR OBLIGATIONS TO ENTITY, INCLUDING REGARDING THE CROWDSTRIKE OFFERINGS. ENTITY ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT CROWDSTRIKE DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, OR DISCOVER ALL OF ENTITY'S OR ITS AFFILIATES' SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND ENTITY AND ITS AFFILIATES WILL NOT HOLD CROWDSTRIKE RESPONSIBLE THEREFOR. CROWDSTRIKE AND ITS AFFILIATES DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CROWDSTRIKE AND ITS AFFILIATES AND SUPPLIERS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT WITH RESPECT TO THE OFFERINGS. THERE IS NO WARRANTY THAT THE OFFERINGS WILL BE ERROR FREE, OR THAT THEY WILL OPERATE WITHOUT INTERRUPTION OR WILL FULFILL ANY OF ENTITY'S PARTICULAR PURPOSES OR NEEDS. THE OFFERINGS ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. THE OFFERINGS ARE NOT FOR USE IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, DIRECT OR INDIRECT LIFE-SUPPORT SYSTEMS, AIR TRAFFIC CONTROL, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY, OR PROPERTY DAMAGE. ENTITY AGREES THAT IT IS ENTITY'S RESPONSIBILITY TO ENSURE SAFE USE OF AN OFFERING IN SUCH APPLICATIONS AND INSTALLATIONS. CROWDSTRIKE DOES NOT WARRANT ANY THIRD PARTY PRODUCTS OR SERVICES.

G. Entity Obligations. Entity, along with its Affiliates, represents and warrants that: (i) it owns or has a right of use from a third party, and controls, directly or indirectly, all of the software, hardware and computer systems (collectively, "Systems") where the Products will be installed or that will be the subject of, or investigated during, the Offerings, (ii) to the extent required under any federal, state, or local U.S. or non-US laws (e.g., Computer Fraud and Abuse Act, 18 U.S.C. § 1030 et seq., Title III, 18 U.S.C. 2510 et seq., and the Electronic Communications Privacy Act, 18 U.S.C. § 2701 et seq.) it has authorized CrowdStrike to access the Systems and process and transmit data through the Offerings in accordance with this Agreement and as necessary to provide and perform the Offerings, (iii) it has a lawful basis in having

CrowdStrike investigate the Systems, process the Entity Data and the Personal Data; (iv) that it is and will at all relevant times remain duly and effectively authorized to instruct CrowdStrike to carry out the Offerings, and (v) it has made all necessary disclosures, obtained all necessary consents and government authorizations required under applicable law to permit the processing and international transfer of Entity Data and Entity Personal Data from each Entity and Entity Affiliate, to CrowdStrike.

H. Falcon Platform. The Falcon Endpoint Protection Platform (“Falcon EPP Platform”) uses a crowd-sourced environment, for the benefit of all customers, to help customers protect themselves against suspicious and potentially destructive activities. CrowdStrike’s Products are designed to detect, prevent, respond to, and identify intrusions by collecting and analyzing data, including machine event data, executed scripts, code, system files, log files, dll files, login data, binary files, tasks, resource information, commands, protocol identifiers, URLs, network data, and/or other executable code and metadata. Entity, rather than CrowdStrike, determines which types of data, whether Personal Data or not, exist on its systems. Accordingly, Entity’s endpoint environment is unique in configurations and naming conventions and the machine event data could potentially include Personal Data. CrowdStrike uses the data to: (i) analyze, characterize, attribute, warn of, and/or respond to threats against Entity and other customers, (ii) analyze trends and performance, (iii) improve the functionality of, and develop, CrowdStrike’s products and services, and enhance cybersecurity; and (iv) permit Entity to leverage other applications that use the data, but for all of the foregoing, in a way that does not identify Entity or Entity’s Personal Data to other customers. Neither Execution Profile/Metric Data nor Threat Actor Data are Entity’s Confidential Information or Entity Data.

I. Processing Personal Data. Personal Data may be collected and used during the provisioning and use of the Offerings to deliver, support and improve the Offerings, comply with law, or otherwise in accordance with this Agreement. Entity authorizes CrowdStrike to collect, use, store, and transfer the Personal Data that Entity provides to CrowdStrike as contemplated in this Agreement.

J. Compliance with Applicable Laws. Both CrowdStrike and Entity agree to comply with laws directly applicable to it in the performance of this Agreement.

K. Definitions.

“CrowdStrike” shall mean CrowdStrike, Inc.

“CrowdStrike Data” shall mean the data generated by the CrowdStrike Offerings, including but not limited to, correlative and/or contextual data, and/or detections. For the avoidance of doubt, CrowdStrike Data does not include Entity Data.

“Entity Data” means the data generated by the Entity’s Endpoint and collected by the Products.

“Documentation” means CrowdStrike’s end-user technical documentation included in the applicable Offering.

“Endpoint” means any physical or virtual device, such as, a computer, server, laptop, desktop computer, mobile, cellular, container or virtual machine image.

“Execution Profile/Metric Data” means any machine-generated data, such as metadata derived from tasks, file execution, commands, resources, network telemetry, executable binary files, macros, scripts, and processes, that: (i) Entity provides to CrowdStrike in connection with this Agreement or (ii) is collected or discovered during the course of CrowdStrike providing Offerings, excluding any such information or data that identifies Entity or to the extent it includes Personal Data.

“Internal Use” means access or use solely for Entity’s own internal information security purposes. By way of example and not limitation, Internal Use does not include access or use: (i) for the benefit of any person or entity other than Entity, or (ii) in any event, for the development of any product or service. Internal Use is limited to access and use by Entity’s employees and Partner solely on Entity’s behalf and for Entity’s benefit.

“Entity” means a Entity of Partner that has agreed in writing to be contractually bound by these Entity Terms.

“Offerings” means, collectively, any Products or Product-Related Services.

“Partner” means Center for Internet Security, Inc.

“Personal Data” means information provided by Entity to CrowdStrike or collected by CrowdStrike from Entity used to distinguish or trace a natural person’s identity, either alone or when combined with other personal or identifying information that is linked or linkable by CrowdStrike to a specific natural person. Personal Data also includes such other information about a specific natural person to the extent that the data protection laws applicable in the jurisdictions in which such person resides define such information as Personal Data.

“Product” means any of CrowdStrike’s cloud-based software or other products provided to Entity through Partner, the available accompanying API’s, the CrowdStrike Data, any Documentation.

“Product-Related Services” means, collectively, (i) Falcon OverWatch, (ii) Falcon Complete Team, (iii) the technical support services for certain Products provided by CrowdStrike, (iv) training, and (v) any other CrowdStrike services provided or sold with Products.

“Threat Actor Data” means any malware, spyware, virus, worm, Trojan horse, or other potentially malicious or harmful code or files, URLs, DNS data, network telemetry, commands, processes or techniques, metadata, or other information or data, in each case that is potentially related to unauthorized third parties associated therewith and that is collected or discovered during the course of CrowdStrike providing Offerings, excluding any such information or data that identifies Entity or to the extent that it includes Personal Data.

Resolution

Number 21-1815

Adopted Date December 21, 2021

ENTER INTO CONTRACT WITH JNT EXCAVATING, LLC FOR THE SOCIALVILLE TRANSMISSION WATER MAIN – CONTRACT 2 PROJECT

WHEREAS, pursuant to Resolution #21-1684 dated December 7, 2021, this Board approved a Notice of Intent to Award Bid for Socialville Transmission Water Main - Contract 2 Project to JNT Excavating, LLC, for a total bid price of \$1,979,848.75 ; 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 JNT Excavating, LLC, 5367 Millcreek Circle Independence, Kentucky 41051, for a total contract price of \$1,979,848.75; as attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP/

cc: c/a— JNT Excavating, LLC
Water/Sewer (file)
OMB Bid file

**SECTION 00 60 10
CONTRACT**

THIS AGREEMENT, made this 21 day of December, 2021, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and **JNT Excavating, LLC, 5367 Millcreek Circle Independence, Kentucky 41051**, 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:

Socialville Transmission Water Main – Contract 2 Project

hereinafter called the project, for the sum of **\$1,979,848.75, One Million, Nine Hundred Seventy- Nine Thousand, Eight Hundred Forty- Eight Dollars and Seventy- Five Cents**, and all work in connection therewith, under the terms as stated in the General Conditions and Supplemental Conditions of the Contract; and as his (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 Contract Documents. "Contract Documents" means and includes the following:

- Addendum
- Division 00 – Contract Requirements
- Division 01 to 48 – Technical Specifications
- General Conditions
- Supplemental Conditions
- Any and All Bid Documents
- Construction Drawings

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 and shall complete all work within the following requirements:

Substantial Completion: April 1, 2022.


Final Completion: April 15, 2022.

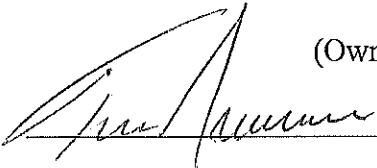
Any delays in substantial completion of the work that are within the control of the Contractor, their Subcontractor, or Supplier shall be subject to liquidated damages in the sum of \$200.00 for each consecutive calendar day that the project extends beyond the substantial completion deadline.

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.

ATTEST:

WARREN COUNTY BOARD OF COMMISSIONERS


Name Laura Lander

(Owner)

~~David G. Young, President~~
Tom Grossmann, Vice President

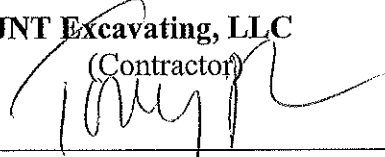
(Seal)

ATTEST:

JNT Excavating, LLC

(Contractor)

By:

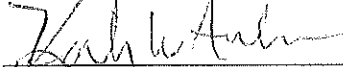


Name

President

Title

Approved as to Form:


Assistant Prosecutor

Resolution

Number 21-1816

Adopted Date December 21, 2021

FINDING THAT THE RELEASE OF WATER SERVICE TO THE VISTA CREEK SUBDIVISION TO BE A MINOR DEVIATION FROM THE ESTABLISHED WATER SERVICE AREA, AND FURTHER APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT TO RELEASE SUCH TERRITORY TO WESTERN WATER COMPANY AND AMENDING THE SERVICE AREA BOUNDARY MAP

WHEREAS, a history of territorial disputes and litigation over who is entitled to provide water service throughout Warren County was resolved by a Consent Decree filed on March 7, 2007 to settle pending litigation in the United States District Court for the Southern District of Ohio, Western Division, thereby amicably establishing the respective service area for Western Water Company and this Board throughout Warren County; and,

WHEREAS, the Consent Decree attached a map delineating the Service Area boundary establishing the respective territory designated to Western Water Company and Warren County in which each party would have exclusive rights, without any obligation to do so, to conduct or permit third parties to construct, reconstruct, repair, operate and maintain water supply facilities, and provide water service; and,

WHEREAS, the Consent Decree further provided the Service Area boundary was final and binding, unless the Western Water and Warren County agree to minor deviations, on a case-by-case basis, necessitated by one or more developments in their respective Service Area, by way of a process of the requesting party requesting in writing that the releasing party agree to the release and map amendment based on its sole discretion; and,

WHEREAS, based on necessity of certain development, it is the desire of Western Water Company and this Board to amend the Service Area boundary to release 10.887 acres within the Vista Creek subdivision consisting of 27 developable lots to be within the territory for Western Water Company to have exclusive rights including without limitation to be the sole water service provider.

NOW THEREFORE BE IT RESOLVED:

1. That the Board finds that the 10.887 acres within the Vista Creek subdivision, formally known as Village on the Green Area J Section 14, and as identified in the Agreement attached hereto and made a part hereof constitutes a minor deviation from the territory of the Service Area boundary established by Consent Decree.
2. At the request of the developer and the Western Water Company, the Board does hereby approve and authorize the County Sanitary Engineer to execute the attached Agreement releasing the development described herein to be within the territory for Western Water Company to have exclusive rights including without limitation to be the sole water service provider based on the terms therein.
3. That the Board is acting in its administrative capacity in adopting this Resolution.

4. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.
5. That it is found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Board in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.
6. That this Resolution shall take effective immediately unless otherwise required by law.

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

CGB

cc: c/a—Western Water Company
Water/Sewer (file)
Prosecutor

**AMENDMENT
TO
THE SERVICE AREA BOUNDARY MAP
FOR WATER SERVICE THROUGHOUT WARREN COUNTY, OHIO**

This Amendment to the Service Area Boundary Map for Water Service Throughout Warren County, Ohio (the "Agreement") is entered into on the date stated below, by Western Water Company, an Ohio non-profit corporation, P.O. Box 756, Goshen, OH 45122, and Warren County Board of Commissioners, an Ohio political subdivision, 406 Justice Drive, Lebanon, OH 45036.

1. Recital.

The purpose of this Amendment is to amend the water service area boundary map and release 10.887 acres within the Vista Creek subdivision (fka Village on the Green, Area J – Section 14) to Western Water Company to have exclusive rights, without any obligation to do so, to conduct or permit the construction, reconstruction, repair, operation and maintain of water supply facilities, and for Western Water Company to be the sole water service provider in such territory.

2. Release.

Upon the written request of Western Water Company, the Warren County Board of Commissioners does hereby release the following parcel to Western Water Company for the said purposes, subject to the contingencies set forth in paragraph 3 below:

Owner	Subdivision	Buildable Lots	Parcel ID	Acreage
Village on the Green, LTD	Vista Creek	27	17-28-300-015	10.8873

3. Contingencies.

This map amendment and release is contingent upon water service being made available to the aforesaid properties by Western Water Company no later than December 31, 2022. If water service is not available by that date, this release is null and void and the service area shall revert back to Warren County without any further action on the part of either party. In such event the original Service Area boundary map shall be controlling.

4. Map Amendment.

Subject to the aforementioned contingencies, the original Service Area boundary map attached to the Consent Decree in the case captioned *Western Water Company vs. Warren County Board of Commissioners*, filed in the United States District Court for the Southern District of Ohio, Western Division, as Case No. 1:06CV471, is amended by the map attached as Exhibit "A" and made part hereof, to reflect the release of the Vista Creek (Village on the Green, Area J – Section 14) subdivision to the Western Water Company.

5. Effective Date.

This Amendment shall be effective as of its date of execution by both of the parties.

6. Ratification/Conflicts.

All other provisions of the said Consent Decree and Service Area boundary map are hereby ratified and shall continue in full force and effect. In the event any conflict or dispute arises between the said Service Area boundary map attached to the said Consent Decree and this Agreement and Exhibit "A" attached hereto, such conflict or dispute shall be resolved in accordance with the amended obligations set forth in this Agreement and Exhibit "A."

IN EXECUTION WHEREOF, the Western Water Company has caused this Agreement to be executed by _____, on the date stated below, pursuant to a corporate resolution authorizing such act.

WESTERN WATER COMPANY

SIGNATURE: _____

PRINTED NAME: _____

TITLE: President of the Board of Trustees of
Western Water Company


DATE: _____

APPROVED AS TO FORM:

JOHN F. MCLAUGHLIN
ATTORNEY FOR WESTERN WATER COMPANY

IN EXECUTION WHEREOF, the Warren County Board of Commissioners has authorized the execution of this agreement by Chris C. Brausch, Warren County Sanitary Engineer, on the date stated below, pursuant to Resolution Number 2-1816, dated 12/21/21.

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

SIGNATURE: 

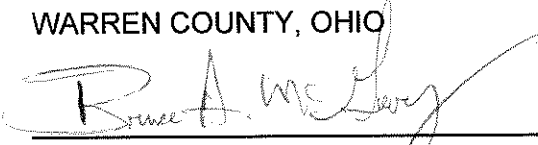
NAME: Chris G. Brausch

TITLE: Warren County Sanitary Engineer

DATE: 12/21/21

APPROVED AS TO FORM:

DAVID FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO



By: Bruce A. McGary, Asst. Pros.

Date: 12/21/2021

Resolution

Number 21-1817

Adopted Date December 21, 2021

ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH ENVIRONMENTAL EDUCATORS INC. RELATIVE TO THE WARREN COUNTY WATER AND SEWER DEPARTMENT'S SOURCE WATER PROTECTION PROGRAM


BE IT RESOLVED, to enter into a Professional Service Agreement with Environmental Educators Inc., 10 Cherry Street, Springboro, OH 45066, relative to the Warren County Water and Sewer Department's Source Water Protection Program, copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/cb

cc: C/A – Environmental Educators Inc. (Suzanne Geisler)
Water/Sewer (file)

CONSULTANT AGREEMENT

by and between

ENVIRONMENTAL EDUCATORS Inc.

and the

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

This Agreement entered into the date stated below, by and between the Warren County Board of County Commissioners, 406 Justice Drive, Lebanon, OH 45036 (hereinafter the "Board"), on behalf of the Warren County Water and Sewer Department, and Environmental Educators Inc., 10 Cherry Street, Springboro, OH 45066 (hereinafter the "Consultant").

WHEREAS, upon the recommendation of the Warren County Water and Sewer Department, this Board, to fulfill the requirements of the Source Water Protection Program, desires to enter into an Agreement with the Consultant for said service; and,

WHEREAS, Consultant does provide professional services in the area of educational programs for protection of drinking water and water systems, and desires to enter into an Agreement with the Board to fulfill the Board's requirements of the Source Water Protection Program; and,

NOW, therefore, **BE IT AGREED** by and between the parties hereto as follows:

I. Scope of Service

1. Consultant agrees to perform the educational services for the Warren County Water and Sewer Department under the direction of the Warren County Sanitary and Deputy Sanitary Engineers.
2. The Consultant shall perform work to complete presentations and activities for teachers and students in the Warren County Schools, Land Lab, Warren County Fair, Camps, specials interest groups, and any other activity determined necessary by the Warren County Sanitary Engineer or his or her designee.
3. The Consultant shall prepare written fact sheets and brochures about protecting source water. This information shall be designed for distribution to residents and business located in the one and five year time-of-travel.
4. The Consultant shall provide the Warren County Water and Sewer Department with an updated written schedule of presentations upon request. In the event of cancellation or rescheduling during the current week, the Consultant will notify the Warren County Water and Sewer Department to update the schedule.

5. Subject matter and content of the presentations shall address source water protection and shall be subject to review and approval of the Warren County Sanitary Engineer or his or her designee.

II. Terms of Agreement

1. The Agreement shall commence January 1, 2022 and terminate December 31, 2022 or upon expenditure of available funds, or which ever occurs first.

III. Compensation

1. The Consultant shall be compensated in an amount not to exceed ten thousand dollars (\$10,000.00) for work listed in the scope of services. Consultant shall invoice the Water and Sewer Department on a monthly basis for the hours worked. The hourly rate for the Consultant shall be Forty-eight dollars and seventy-nine cents (\$48.79) per hour.
2. Consultant shall be responsible for travel to the locations of the presentations or activities. Consultant shall not receive payment for travel to presentations and activities that occur in Warren County.

IV. Responsibility of the Board

1. The Water and Sewer Department shall provide the Consultant with work space, office supplies, mailing service, telephone access, fax access, computer, e-mail, use of copy machine, and educational materials supplies necessary to perform lessons, presentations, and activities.
2. The Water and Sewer Department shall provide funding for the educational specialist to attend approved workshops and training seminars. The funding provided by the Water and Sewer Department for the Consultant to attend the workshops or training seminars shall include lodging, meals, fees and other related expenses as approved by the Board. Warren County Sanitary Engineer or his or her designee, prior to the sessions, must authorize approval for the workshops or training seminars.
3. Warren County Sanitary Engineer or his or her designee may authorize the Consultant to participate in any other activity that is related to source water protection or education and will benefit the interests of the Water and Sewer Department.

V. Reporting

1. The Consultant shall work cooperatively with the Board, the Water & Sewer Department, and Educational Service Center and upon request, the Consultant will provide appropriate reporting regarding educational activities listed in the scope of service.

VI. Agreement Modification

1. This Agreement may be modified only upon mutual and written consent of both parties.

VII. Termination of the Agreement

1. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Consultant shall violate any of the covenants of agreements thereof, or at the discretion of the Board, the Board may upon written notice to the Consultant terminate the rights of the Consultant without cause to proceed under this Agreement. In the event of such termination, any reports or information prepared by the Consultant under this Agreement shall, at the option of the Board, become its property within thirty (30) days of receipt of said written notice. The Consultant shall forward the reports and information to the Water & Sewer Department and the Consultant shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Board.
2. The obligation to provide services under this Agreement may be terminated by the Consultant upon thirty (30) days written notice to the Board in the event of substantial failure by the Board to perform in accordance with the terms hereof through no fault of the Consultant.

VIII. Notices

1. Any and all notices of intent to modify or terminate this Agreement by the Consultant shall be mailed to:

Warren County Sanitary Engineer
Warren County Water & Sewer Department
406 Justice Drive
Lebanon, OH 45036

2. Any and all notices of intent to modify or terminate this Agreement by the Consultant shall be mailed to:

Environmental Educators Inc.
Suzanne Geisler, CEO
10 Cherry Street
Springboro, OH 45066

IX. Hold Harmless/Indemnification

1. The Consultant will defend, indemnify, protect, and save the Board harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by the Consultant, its agents, employees, licensees, contractors, or subcontractors; (b) the failure of the consultant, its agents, employees, licensees, contractors,

or subcontractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Consultant, its agents, employees, licensees, contractors, or subcontractors that result in injury to persons or damage to property.

X. Relationship of Parties

1. The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement. No employer and employee relationship is created by this Agreement and the Consultant and its employees and subcontractors shall be estopped from asserting any employment rights or benefits relating thereto.

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

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

XI. Agreement Expiration

1. This Agreement shall expire on December 31, 2022 or upon expenditure of funds, or which ever occurs first; however, this Agreement may be extended by mutual and written consent of both parties.

XII. Execution

IN EXECUTION WHEREOF, Suzanne Geisler, the Consultant herein, has set her hand to this Agreement on the date stated below, after having read this Agreement in its entirety, understanding the legal obligations therein.

**CONSULTANT
ENVIRONMENTAL EDUCATORS Inc.**

SIGNATURE: Suzanne Geisler

PRINTED NAME: Suzanne Geisler, Chief Executive Officer

DATE: 12-3-21

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this Agreement to be executed on the date stated below by

Tom Grossmann, ^{Vice} its President, in accordance with Resolution No. 21-1817, dated 12/21/21.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: Tom Grossmann

PRINTED NAME: Tom Grossmann

TITLE: Vice President

DATE: 12/21/21

Approved as to form:

DAVID FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

Keith W. Anderson

By: Keith Anderson, Assistant Prosecutor

AFFIDAVIT OF NON-COLLUSION

I, _____, holding the title and position of _____ at the firm _____, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the 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 bid or proposal.

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

The bid/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 bid/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 bid/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.

The price of the bid/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 date on _____

_____ AFFIANT

Subscribed and sworn to before me this ____ day of _____ 20 ____

_____ (Notary Public),

_____ County.

My commission expires _____ 20 ____

Resolution

Number 21-1818

Adopted Date December 21, 2021

APPROVE THE SECOND AMENDMENT TO THE BIOSOLIDS DISPOSAL AND LAND APPLICATION AGREEMENT BETWEEN MIKE FARM ENTERPRISES AND WARREN COUNTY, OHIO

WHEREAS, effective January 1, 2016 the Warren County Board of County Commissioners accepted from the Village of Waynesville all rights, title, interests, and assets, relating to the Village's wastewater treatment plant and sanitary sewer collection system; and,

WHEREAS, the County produces a significant amount of biosolids as a by-product of its wastewater treatment process and desires to manage and beneficially use such biosolids; and

WHEREAS, the Village of Waynesville, during their operation of the wastewater treatment plant, utilized the services of Mike Farm Enterprises for the loading, transportation, and disposal of biosolids through an Ohio EPA approved land application process; and

WHEREAS, on May 3, 2016 the County adopted Resolution Number 16-0648 approving an agreement with Mike Farm Enterprises for the disposal of biosolids from the Waynesville Regional Wastewater Treatment Plant; and

WHEREAS, on April 23, 2019 the County adopted Resolution Number 19-0493 approving Amendment No. 1 extending the term of the Agreement; and

WHEREAS, Warren County seeks to continue the beneficial reuse of biosolids through the Ohio EPA approved land application process; and

WHEREAS, Warren County seeks to further amend the agreement to extend the term of the Agreement; and

NOW THEREFORE BE IT RESOLVED, that the Board of Warren County Commissioners does hereby approve and execute Amendment No. 2 to the Biosolids Disposal and Land Application Agreement with Mike Farm Enterprises effective immediately and said Amendment is attached hereto and make a part of hereof.

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: C/A – Mike Farm Enterprise
Water/Sewer (File)
Project File

**AMENDMENT NO. 2 TO THE MAY 3, 2016
BIOSOLIDS DISPOSAL AND LAND APPLICATION AGREEMENT**

THIS AMENDMENT NO. 2 to the May 3, 2016, Biosolids Disposal and Land Application Agreement, shall be effective on the date last executed by the Parties hereto, by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter "COUNTY") and MIKE FARM ENTERPRISES, a Limited Liability Corporation, 2274 E. Lytle Five Points Road, Dayton, Ohio 45458 (hereinafter "Mike Farm").

WITNESSETH:

WHEREAS, on May 3, 2016 the County adopted Resolution Number 16-0648 approving an agreement with Mike Farm Enterprises for the disposal of biosolids from the Waynesville Regional Wastewater Treatment Plant and on the same date did execute the Biosolids Disposal and Land Application Agreement; and

WHEREAS, on April 23, 2019 the County adopted Resolution Number 19-0493 approving Amendment No. 1 extending the term of the Agreement; and

WHEREAS, Warren County seeks to continue the beneficial reuse of biosolids through the Ohio EPA approved land application process, and Mike Farm seeks to continue to provide such services; and

WHEREAS, Warren County and Mike Farm seek to amend the agreement to extend the term of the agreement; and

NOW, THEREFORE, in consideration of the terms and conditions set forth in the May 3, 2016, Biosolids Disposal and Land Application Agreement, both parties hereby agree to amend the Agreement as follows:

SECTION 4 TERMS OF THE AGREEMENT

The term of this agreement shall be from the original effective date through December 31, 2024. Any additional extension of the term shall be by mutual agreement of the parties and shall be in writing.

SECTION 5 COMPENSATION

Mike Farm shall be paid a per gallon rate based on volume of liquid biosolids loaded, hauled, and disposed at the County's designated land application sites. The rate shall be \$0.07 per gallon.

Further, the Parties hereby agree that all remaining terms and conditions of the May 3, 2016, Biosolids Disposal and Land Application Agreement shall remain unchanged, in full for and effect.

EXECUTION:

MIKE FARM ENTERPRISES:

IN EXECUTION WHEREOF, the Mike Farm Enterprises, has caused this AMENDMENT NO. 2 to be executed by Peggy Clark, Partner, on the date stated.

MIKE FARM ENTERPRISES

SIGNATURE: *Peggy Clark*

NAME: Peggy Clark

TITLE: Partner

DATE: 12/7/2021

WARREN COUNTY:

IN EXECUTION WHEREOF, the Warren County Board of Commissioners has caused this AMENDMENT NO. 2 to be executed by Tom Grossmann, its Vice President on the date stated below, pursuant to Board Resolution No. 21-1818, dated 12/21/21.

WARREN COUNTY BOARD OF COMMISSIONERS

SIGNATURE: 

NAME: Tom Grossmann

TITLE: Vice President

DATE: 12/21/21

Approved as to form:

DAVID P. FORNSHELL
WARREN COUNTY PROSECUTOR


By: Adam Nice, Assistant Prosecutor

Resolution

Number 21-1819

Adopted Date December 21, 2021

APPROVE THE CONTRACT BETWEEN HOLMES COUNTY COMMISSIONERS ON BEHALF OF HOLMES COUNTY JUVENILE COURT DIVISION AND WARREN COUNTY COMMISSIONERS ON BEHALF OF THE WARREN COUNTY JUVENILE COURT MARY HAVEN YOUTH CENTER DIVISION

BE IT RESOLVED, to approve the Contract between Holmes County Juvenile Court and Mary Haven Youth Center to provide placement services from February 1, 2022 thru February 01, 2023. Copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Holmes County
Juvenile (file)
Mary Haven Youth Center (file)
Holmes County Juvenile Court

**CONTRACT FOR RESIDENTIAL TREATMENT SERVICES
BETWEEN WARREN COUNTY, OHIO
AND
HOLMES COUNTY, OHIO**

This contract is entered into this 1st day of February, 2022, between the Warren County Board of County Commissioners on behalf of the Warren County Probate/Juvenile Court and Holmes County Board of County Commissioners for their respective Juvenile Court/Judge (hereinafter referred to as the "Participating Counties").

WHEREAS, Holmes County is in need of secure residential treatment services for male juvenile offenders; and,

WHEREAS, Mary Haven Youth Center, a division of Warren County Probate/Juvenile Court, has such a program and is willing to provide this service to Holmes County Juvenile Court on a contractual basis. The residents will participate in the Response Ability Pathways (RAP) Program. The program encourages an individualized treatment program for each resident. Programming utilized includes Cognitive Behavior Modification, Education, Recreation, and Religious Opportunities. Treatment available to residents includes Counseling, Sex Offender Treatment, Trauma and Grief Component Treatment for Adolescents (TGCTA), and Substance Abuse Treatment.

Now, therefore, the parties mutually agree as follows:

1. Warren County agrees to provide and Holmes County agrees to pay if space is available, a per diem of **\$175.00** per day/per bed.
2. The parties agree the term of said Agreement shall be from February 1, 2022 through January 31, 2023. The parties further agree that the per diem shall be negotiated and calculated annually. The per diem shall be established on or before June 1st of each calendar year.
3. The parties herein acknowledge that adjudicated delinquent juvenile(s) will be accepted into the Mary Haven Youth Center only after a thorough assessment has been performed by Mary Haven Youth Center to assure the juvenile(s) meet the criteria for admission/acceptance into the program for residential treatment services.
4. The parties agree that all expenses for any medical, dental, counseling, or any other extraordinary costs which are not provided by the Mary Haven Youth Center as part of the routine services provided shall be paid for by the juvenile's parent/guardian/custodian, their insurance provider or lastly, the Court which placed said juvenile at the Mary Haven Youth Center.
5. Warren County shall prepare a monthly invoice for Holmes County and provide details of attendance with that invoice for the services provided by this Agreement. The payment is to be made from Holmes County in full within thirty (30) days from the date of the invoice. The failure of Holmes County to make timely payments pursuant to this Agreement may result in a

suspension or termination of this agreement and the services provided herein. The payment shall be made payable to Warren County Juvenile Court and mailed to **Warren County Juvenile Justice Center, 900 Memorial Drive, Lebanon, Ohio 45036.**

6. The parties to this Agreement acknowledge that all juveniles placed at the Mary Haven Youth Center will be required to participate in the programs provided at said facility.
7. The parties acknowledge and agree that Warren County shall provide the educational requirements for all juveniles in the Mary Haven Youth Center and shall prepare and submit invoices for the same to the juvenile's home school district. Holmes County agrees to provide appropriate orders to identify each child's home school district and to establish their responsibility for payment of said child's education.
8. Warren County shall give written notice to Holmes County thirty (30) days prior to the termination of treatment of a client in Warren County's care. This written documentation will include a faxed statement to Holmes County with confirmation of receipt.
9. The parties agree that any modification or amendments to this Agreement must be agreed to, in writing, by both parties.
10. The Parties agree that the terms recited herein are the entire Agreement.


In Witness Whereof, the undersigned parties have set their hands to this Agreement and agree to terms and conditions contained herein.

Approved by:

HOLMES COUNTY

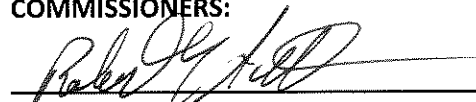


Thomas C. Lee, Judge, Juvenile Court




Date

COMMISSIONERS:




President, Board of Commissioners



Date



Commissioner



Date



Commissioner

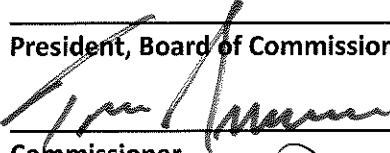


Date

WARREN COUNTY

COMMISSIONERS:

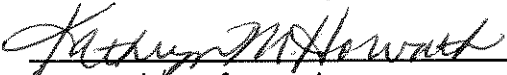
President, Board of Commissioners



Commissioner



Commissioner



Approved as to form only
Warren County Prosecutor's Office

Date



Date



Date



Date



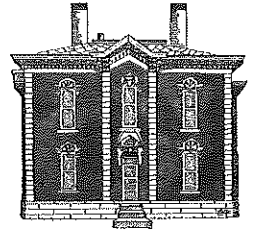
HOLMES COUNTY COMMISSIONERS

2 COURT STREET, SUITE 14

MILLERSBURG, OHIO 44654-2001

PHONE (330) 674-0286 FAX (330) 674-0566

E-MAIL: HCC@CO.HOLMES.OH.US



Resolution #12-06-21-5

A RESOLUTION ACCEPTING THE CONTRACT FOR RESIDENTIAL TREATMENT SERVICES BETWEEN WARREN COUNTY AND HOLMES COUNTY, OHIO

WHEREAS, the Board of County Commissioners has received a contract for Residential Treatment Services Between the Warren County Board of Commissioners on Behalf of Warren County Probate/Juvenile Court and Holmes County Board of Commissioners for their Respective Juvenile Court Judge, Ohio; and

WHEREAS, the Board of County Commissioners have agreed to this Contract;

THEREFORE, BE IT RESOLVED that the Board of County Commissioners hereby executes the Contract for Residential Treatment Services Between the Warren County Board of Commissioners on Behalf of Warren County Probate/Juvenile Court and Holmes County Board of Commissioners for their Respective Juvenile Court Judge, in the amount of \$175.00 per day and the Contract will be from February 01, 2022 through February 01, 2023.

Mr. *Eyler* moved for adoption of the preceding Resolution. Mr. *Miller* seconded the motion. Upon roll call the vote was as follows:

Rob Ault *Rob Ault* yes/no

Raymond Eyler *Raymond Eyler* yes/no

Joe D. Miller *Joe D. Miller* yes/no

The below signed Clerk to the Board hereby certifies that the preceding Resolution is a true and exact copy of a Resolution adopted during the regular business meeting of December 06, 2021 and recorded in Commissioners Journal 5 under that date.

Susan L. Schie

Susan L. Schie, Clerk to the Board
Holmes County Board of Commissioners

Resolution

Number 21-1820

Adopted Date December 21, 2021

ADVERTISE FOR BIDS FOR THE KING AVENUE BRIDGE #282-0.97 REPLACEMENT OVER LITTLE MIAMI RIVER IMPROVEMENTS PROJECT (WAR-CR 282-0.97)

BE IT RESOLVED, to advertise for bids for the King Avenue Bridge #282-0.97 Replacement Over Little Miami River Improvements Project (WAR-CR 282-0.97) for the County Engineer; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for three (3) consecutive weeks on the Warren County website, beginning the week of January 2, 2022; bid opening to be January 25, 2022 @ 9:30 a.m.

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP/

cc: Engineer (file)
OMB Bid file

Resolution

Number 21-1821

Adopted Date December 21, 2021

ENTER INTO CONTRACT WITH W. E. SMITH CONSTRUCTION FOR THE MIDDLEBORO ROAD BRIDGE #45-0.16 REPLACEMENT PROJECT

WHEREAS, pursuant to Resolution #21-1609 dated November 23, 2021 this Board approved a Notice of Intent to Award Bid for Middleboro Road Bridge #45.016 Replacement Project to W. E. Smith Construction, for a total bid price of \$186,597.00 ; 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 W. E. Smith Construction, 2030 Bauer Road, Blanchester, Ohio 45107, for a total contract price of \$186,597.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP/

cc: c/a— W. E. Smith Construction
Engineer (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 21 day of December, 2021, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and W. E. Smith Construction, 2030 Bauer Road Blanchester, Ohio 45107, 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:

Middleboro Road Bridge #45-0.16 Replacement Project

hereinafter called the project, for the sum of \$186,597.00, One Hundred Eighty- Six Thousand Five Hundred Ninety- Seven Dollars, 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) Non-collusion 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, and to fully complete the project 10 weeks after the written notice to proceed has been issued and a pre-construction meeting has been held. 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 attorney's 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.

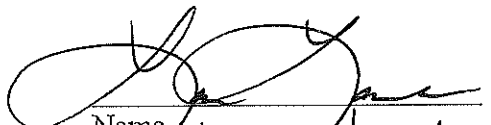
The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

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

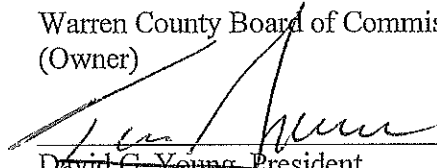
Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in this Agreement shall create any contractual 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.

ATTEST:


Name Laura Lander

Warren County Board of Commissioners
(Owner)


David G. Young, President
Tom Grossmann, Vice President


(Seal)

ATTEST:

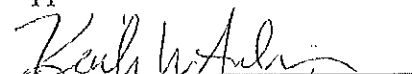
Name

By:

W. E. Smith Construction
(Contractor)


Name President
Title

Approved as to Form:


Assistant Prosecutor

Resolution

Number 21-1822

Adopted Date December 21, 2021

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

WHEREAS, in order to improve the safety of the King Avenue Bridge, it is necessary to construct roadway improvements, and in order to do this work it is necessary to purchase property on the east side of Grandin Road (all of parcels #16-12-400-004, 16-12-400-020, 16-12-400-012 identified as 27-WD – 1.243 acres, 27-E – 1.245 acres) which is owned by Peter's Cartridge Factory Outparcel Holding, LLC, seller; and

WHEREAS, the negotiated price for the purchase of the property is \$379,036.00; and

NOW THEREFORE BE IT RESOLVED, to enter into a purchase agreement, copies of which are attached hereto and made a part hereof, with Peter's Cartridge Factory Outparcel Holding, LLC for the King Avenue Bridge Improvement Project for the sum of \$379,036.00.

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

PARCELS: 027-WD and 027-E
WAR-CR282-0.97/PID 106724

This Agreement is by and between the Warren County Board of County Commissioners ["Purchaser"] and Peter's Cartridge Factory Outparcel Holding, LLC, an Ohio limited liability company, ["Seller"]; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

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

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$379,036.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) n/a.

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

2. Estate Sold and Deed to Transfer

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

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

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

3. Limited Access Parcels - Waiver of Abutters' Rights

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

4. Supplemental Instruments

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

5. Warranty of Title

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

6. Elimination of Others' Interests

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

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

7. No Change in Character of Property

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

8. Offer to Sell

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

9. Designation of Escrow Agent

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

10. Closing Date

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

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

11. Physical Possession of Structures Occupied by Seller

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

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

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

13. Binding Agreement

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

14. Multiple Originals

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

15. Entire Agreement

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

16. Amendments and Modifications

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

In Witness Whereof, the parties hereto, namely the Warren County Board of County Commissioners and Peter's Cartridge Factory Outparcel Holding, LLC have executed this Agreement on the date(s) indicated immediately below their respective signatures.

GRANTOR:

SIGNATURE: _____

Ken Schon
Member

DATE: _____

12/2/21

ACKNOWLEDGMENT

STATE OHIO, COUNTY OF WARREN, ss.

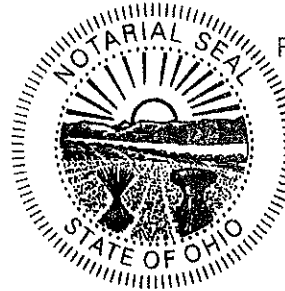
On this 2nd day of December, 2021, before me, the undersigned Notary Public, personally appeared Ken Schon, who proved to me on the basis of satisfactory evidence, to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on this instrument, the person(s) or the entity upon which the person(s) acted, executed this instrument.

WITNESS my hand and official seal.

Roberta J. Apking
Notary Public

Print Name: Roberta J. Apking

My commission expires: 5/20/23



ROBERTA J. APKING
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
5/20/23
Recorded in
Warren County

[continued on next page for signature]

GRANTEE

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Tom Grossmann, whose title is President or Vice-President, on the date stated below, pursuant to Resolution Number 21-1822, dated 12/21/21

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]
PRINTED NAME: Tom Grossmann
TITLE: Vice President
DATE: 12/21/21

STATE OF OHIO, WARREN COUNTY, ss.

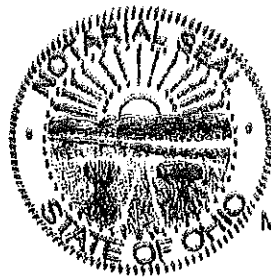
BE IT REMEMBERED, that on this 21 day of December, 2021 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Tom Grossmann, whose title is ~~President~~ or Vice-President of the Warren County Board of County Commissioners, the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.

Notary Public: [Signature]
My commission expires: 12/26/2022

Approved as to form:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

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



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

EXHIBIT A

Page 1 of 3

RX 250 WD

Rev. 06/09

Ver. Date 10/21/20

PID 106724

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

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

[Surveyor's description of the premises follows]

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

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

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

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

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

EXHIBIT A

Page 2 of 3

RX 250 WD

Rev. 06/09

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

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

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

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

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

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

EXHIBIT A

RX 250 WD

Rev. 06/09

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

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

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

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

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

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

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



STANTEC CONSULTING SERVICES INC.

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

EXHIBIT A

	1 of 3
PID	106724
PARCEL	27-E
PROJECT	CR 282
Version Date	9/30/20

**PARCEL 27-E
WAR-CR 282-0.97
EXCESS LAND**

Situate in the State of Ohio, County of Warren, Hamilton Township, Village of South Lebanon, located in Military Survey 1548, being 0.284 acres of the 0.936 acre tract, and being 0.961 acres of the 1.298 acre tract, conveyed to Peter's Cartridge Factory Outparcel Holding, LLC by deeds of record in Document Number 2018-032127, and Document Number 2018-032207, respectively, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

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

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

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

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

EXHIBIT A

	2 of 3
PID	106724
PARCEL	27-E
PROJECT	CR 282
Version Date	9/30/20

Thence the following three (3) courses and distances along the new easterly right-of-way lines of Grandin Road, and along new division lines through said 1.298 and 0.936 acre tracts;

1. Thence North 13 deg. 34 min. 20 sec. West, a distance of 98.95 feet to an iron pin set, being 60.00 feet left of Grandin Road Centerline of Construction station 115+51.27;
2. Thence North 10 deg. 16 min. 40 sec. East, a distance of 165.01 feet to an iron pin set, being 115.00 feet left of Grandin Road Centerline of Construction station 113+65.00;
3. Thence North 03 deg. 04 min. 49 sec. East, a distance of 129.24 feet to a point in the common line of said Military Surveys 1547 and 1548, being the southwesterly line of the 25.600 acre tract conveyed to The State of Ohio, Department of Natural Resources by deed of record in Official Record 269 Page 464, at the northeasterly corner of said 0.936 acre tract and the southeasterly corner of the corner of the 0.258 acre tract conveyed to Peter's Cartridge Factory Outparcel Holding, LLC by deed of record Document Number 2019-035588, said point being 140.46 feet left of Grandin Road Centerline of Construction station 113+02.86; said point being further located as North 71 deg. 16 min. 39 sec. East, a distance of 0.23 feet from a 1/2" iron pin found;

Thence South 40 deg. 09 min. 25 sec. East, a distance of 387.86 feet along the common line of Military Surveys 1547 and 1548, the southwesterly line of said 25.600 acre tract, and the northeasterly line of said 0.936 and 1.298 acre tracts to the **Point of True Beginning** of the herein described parcel, containing 1.245 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

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

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

EXHIBIT A

	3 of 3
PID	106724
PARCEL	27-E
PROJECT	CR 282
Version Date	9/30/20

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

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



STANTEC CONSULTING SERVICES INC.

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

Resolution

Number 21-1823

Adopted Date December 21, 2021

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

WHEREAS, in order to improve the safety of the King Avenue Bridge, it is necessary to
construct roadway improvements, and in order to do this work it is necessary to purchase
property on the west side of King Ave. (all of parcel #16-12-352-002, identified as 12-WD -
0.160 acres, 12-E - 18.905 acres) which is owned by Peter's Cartridge Factory Outparcel
Holding, LLC, seller; and

WHEREAS, the negotiated price for the purchase of the property is \$155,184.00; and

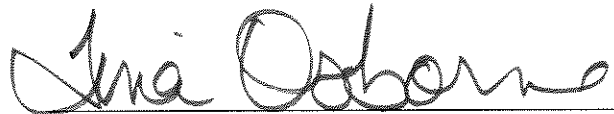
NOW THEREFORE BE IT RESOLVED, to enter into a purchase agreement, copies of which
are attached hereto and made a part hereof, with Peter's Cartridge Factory Outparcel Holding,
LLC for the King Avenue Bridge Improvement Project for the sum of \$155,184.00.

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

PARCELS: 012-WD and 012-E
WAR-CR282-0.97/PID 106724

This Agreement is by and between the Warren County Board of County Commissioners ["Purchaser"] and Peter's Cartridge Factory Outparcel Holding, LLC, an Ohio limited liability company, ["Seller"]; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

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

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$155,184.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) n/a.

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

2. Estate Sold and Deed to Transfer

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

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

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

3. Limited Access Parcels - Waiver of Abutters' Rights

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

4. Supplemental Instruments

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

5. Warranty of Title

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

6. Elimination of Others' Interests

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

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

7. No Change in Character of Property

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

8. Offer to Sell

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

9. Designation of Escrow Agent

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

10. Closing Date

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

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

11. Physical Possession of Structures Occupied by Seller

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

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

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

13. Binding Agreement

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

14. Multiple Originals

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

15. Entire Agreement

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

16. Amendments and Modifications

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

In Witness Whereof, the parties hereto, namely the Warren County Board of County Commissioners and Peter's Cartridge Factory Outparcel Holding, LLC have executed this Agreement on the date(s) indicated immediately below their respective signatures.

GRANTOR:

SIGNATURE: _____

Ken Schon
Member

DATE: _____

12/02/21

ACKNOWLEDGMENT

STATE OHIO, COUNTY OF WARREN, ss.

On this 2nd day of December, 2021, before me, the undersigned Notary Public, personally appeared Ken Schon, who proved to me on the basis of satisfactory evidence, to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on this instrument, the person(s) or the entity upon which the person(s) acted, executed this instrument.

WITNESS my hand and official seal.

Roberta J. Apking
Notary Public
Print Name: Roberta J. Apking
My commission expires: 5/20/23



ROBERTA J. APKING
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
5/20/23
Recorded in
Warren County

[continued on next page for signature]

GRANTEE

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Tom Grossmann, whose title is President or Vice-President, on the date stated below, pursuant to Resolution Number 21-1823, dated 12/21/21

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]

PRINTED NAME: Tom Grossmann

TITLE: Vice President

DATE: 12/21/21

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 21 day of December, 2021 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Tom Grossmann, whose title is ~~President~~ Vice-President of the Warren County Board of County Commissioners, the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.

Notary Public: [Signature]
My commission expires: 12/26/2022

Approved as to form:

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



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

EXHIBIT A

Page 1 of 4

RX 250 WD

Rev. 06/09

Ver. Date 06/17/21

PID 106724

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

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

[Surveyor's description of the premises follows]

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

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

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

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

EXHIBIT A

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

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

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

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

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

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

EXHIBIT A

Page 3 of 4

RX 250 WD

Rev. 06/09

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

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

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

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

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

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

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

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

EXHIBIT A

Page 4 of 4

RX 250 WD

Rev. 06/09

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

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



STANTEC CONSULTING SERVICES INC.

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

EXHIBIT A

	1 of 5
PID	106724
PARCEL	12-E
PROJECT	CR 282
Version Date	6/25/21

**PARCEL 12-E
WAR-CR 282-0.97
EXCESS LAND**

Situate in the State of Ohio, County of Warren, Township of Deerfield, located in Sections 12, 17 and 18, Township 4, Range 2, and being part of the 19.8554 acre tract conveyed to Peter's Cartridge Factory Outparcel Holding, LLC, by deed of record in Document Number 2019-035589, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

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

Beginning for Reference at the southwesterly corner of Lot 58 of the Riverwood Trails Subdivision, Section 1 of record in Plat Book 42, Page 89; said point being located South 29 deg. 59 min. 05 sec. West a distance of 1329.85 feet from a concrete monument found at a northerly corner of said subdivision, and being located South 51 deg. 05 min. 17 sec. East a distance of 1190.32 feet from a railroad spike found in Columbia Road;

Thence South 51 deg. 05 min. 17 sec. East a distance of 481.14 feet along the southwesterly line of said River Trails Subdivision, Section 1, Lot 77 (Open Space) of River Trails Subdivision, Section 2 of record in Plat Book 44, Page 59, and the 22.2315 acre tract conveyed to Little Miami, Inc., by deed of record in Official Record 1727, Page 710, to a 5/8" iron pin found (bent) at a common corner of said 19.8554 and 22.2315 acre tracts, and being the **Point of True Beginning** of the herein described tract;

EXHIBIT A

	2 of 5
PID	106724
PARCEL	12-E
PROJECT	CR 282
Version Date	6/25/21

Thence the following seven (7) course and distances along the common lines of said 19.8554 and 22.2315 acre tracts;

1. Thence North 35 deg. 04 min. 08 sec. East a distance of 417.45 feet to a 5/8" iron pin found (Savage-Walker);
2. Thence North 52 deg. 00 min. 16 sec. East a distance of 543.39 feet to a 5/8" iron pin found (Savage-Walker);
3. Thence North 63 deg. 02 min. 53 sec. East a distance of 521.38 feet to a 5/8" iron pin found (Savage-Walker);
4. Thence North 76 deg. 51 min. 46 sec. East a distance of 299.81 feet to a 5/8" iron pin found (Savage-Walker);
5. Thence North 86 deg. 25 min. 48 sec. East a distance of 802.87 feet to a 5/8" iron pin found (Savage-Walker);
6. Thence North 70 deg. 02 min. 41 sec. East a distance of 513.65 feet to a 5/8" iron pin found (Savage-Walker);
7. Thence North 53 deg. 23 min. 20 sec. East a distance of 270.23 feet to an iron pin set in the new southerly right-of-way line of King Avenue, being 105.14 feet right of King Avenue Centerline of Construction station 101+88.89;

Thence the following two (2) courses and distances along new division lines through said 19.8554 acre, and along said new southerly right-of-way line of King Avenue;

1. Thence South 66 deg. 10 min. 50 sec. East a distance of 12.13 feet to an iron pin set, being 110.00 feet right of King Avenue Centerline of Construction station 102+00.00;

EXHIBIT A

	3 of 5
PID	106724
PARCEL	12-E
PROJECT	CR 282
Version Date	6/25/21

2. Thence South 89 deg. 07 min. 53 sec. East a distance of 63.78 feet to an iron pin set in the existing westerly right-of-way line of King Avenue, being 110.00 feet right of King Avenue Centerline of Construction station 102+72.19;

Thence South 17 deg. 55 min. 57 sec. East a distance of 110.12 feet along the existing westerly right-of-way line of King Avenue, a new division line through said 19.8554 acre tract, to an iron pin set at a southwesterly corner of the proposed right-of-way parcel 12-WD, being 206.22 feet right of King Avenue Centerline of Construction station 103+68.57;

Thence North 72 deg. 04 min. 03 sec. East a distance of 30.00 feet along a new division line through said 19.8554 acre tract, and the southerly line of said parcel 12-WD, to a point in the existing centerline of King Avenue and an easterly line of said 19.8554 acre tract, a westerly line of the original 34.624 acre tract conveyed to the State of Ohio, Department of Natural Resources by deed of record in Deed Book 503, Page 789, at a southwesterly corner of the 0.309 acre tract conveyed to the Warren County Commissioners by deed of record in Official Record 394, Page 327, being 186.43 feet right of King Avenue Centerline of Construction station 104+16.77;

Thence South 17 deg. 55 min. 57 sec. East a distance of 270.29 feet along the existing centerline of King Avenue and the common line of said original 34.624 and 19.8554 acre tracts, to a point in the northerly high water mark of the Little Miami River, at a common corner of said original 34.624 and 19.8554 acre tracts, being 259.58 feet right of King Avenue Centerline of Construction station 108+15.81;

Thence the following thirteen (13) courses and distances along the northerly high water mark of the Little Miami River, and it's meanders thereof, and the southerly line of said 19.8554 acre tract;

1. Thence South 76 deg. 12 min. 57 sec. West a distance of 200.00 feet to a point;
2. Thence North 74 deg. 32 min. 51 sec. West a distance of 100.00 feet to a point;

EXHIBIT A

PID	4 of 5
PARCEL	106724
PROJECT	12-E
Version Date	CR 282
	6/25/21

3. Thence South 86 deg. 36 min. 14 sec. West a distance of 200.00 feet to a point;
4. Thence South 72 deg. 17 min. 15 sec. West a distance of 170.00 feet to a point;
5. Thence South 65 deg. 19 min. 43 sec. West a distance of 489.31 feet to a point;
6. Thence South 80 deg. 13 min. 24 sec. West a distance of 485.47 feet to a point;
7. Thence South 83 deg. 11 min. 56 sec. West a distance of 332.27 feet to a point;
8. Thence South 73 deg. 46 min. 03 sec. West a distance of 238.48 feet to a point;
9. Thence South 74 deg. 56 min. 51 sec. West a distance of 282.07 feet to a point;
10. Thence South 70 deg. 43 min. 33 sec. West a distance of 204.55 feet to a point;
11. Thence South 66 deg. 44 min. 27 sec. West a distance of 198.12 feet to a point;
12. Thence South 47 deg. 03 min. 32 sec. West a distance of 226.50 feet to a point;
13. Thence South 32 deg. 01 min. 41 sec. West a distance of 249.61 feet to a point at the southwesterly corner of said 19.8554 acre tract;

Thence North 51 deg. 05 min. 17 sec. West a distance of 85.46 feet along the southwesterly line of said 19.8554 acre tract and the northeasterly line of the 10.8587 acre tract conveyed to Kings Local School District Board of Education by deed of record in Official Record 4189, Page 945, to the **Point of True Beginning** of the herein described parcel, containing 18.905 acres, more or less, of which 0.185 acres, more or less, lies within the existing Present Road Occupied.

EXHIBIT A

	5 of 5
PID	106724
PARCEL	12-E
PROJECT	CR 282
Version Date	6/25/21

Of the above described area, 18.155 acres are contained within Section 12.

Of the above described area, 0.572 acres are contained within Section 17.

Of the above described area, 0.178 acres are contained within Section 18.

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

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

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2021, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol. 153, Plat 3R, of the Warren County Engineer's record of land surveys.

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



STANTEC CONSULTING SERVICES INC.

Steven E. Rader 6/25/21
Registered Surveyor No. 7191 Date

Resolution

Number 21-1824

Adopted Date December 21, 2021

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

WHEREAS, in order to improve the safety of the King Avenue Bridge, it is necessary to construct roadway improvements, and in order to do this work it is necessary to purchase part of the property on the west side of Grandin Rd. (part of parcel #16-12-453-007, identified as 28-WD - 0.112 acres, 28-S - 0.027 acres, 28-T1- 0.013 acres, 28-T2- 0.185 acres) which is owned by Peter's Cartridge Factory, LLC, seller; and

WHEREAS, the negotiated price for the purchase of the property is \$15,780.00; and


NOW THEREFORE BE IT RESOLVED, to enter into a purchase agreement, copies of which are attached hereto and made a part hereof, with Peter's Cartridge Factory, LLC for the King Avenue Bridge Improvement Project for the sum of \$15,780.00.

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

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

This Agreement is by and between the Warren County Board of County Commissioners ["Purchaser"] and Peter's Cartridge Factory, LLC, an Ohio limited liability company, ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

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

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$15,780.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) n/a.

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

2. Estate Sold and Deed to Transfer

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

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

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

3. Limited Access Parcels - Waiver of Abutters' Rights

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

4. Supplemental Instruments

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

5. Warranty of Title

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

6. Elimination of Others' Interests

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

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

7. No Change in Character of Property

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

8. Offer to Sell

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

9. Designation of Escrow Agent

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

10. Closing Date

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

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

11. Physical Possession of Structures Occupied by Seller

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

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

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

13. Binding Agreement

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

14. Multiple Originals

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

15. Entire Agreement

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

16. Amendments and Modifications

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

In Witness Whereof, the parties hereto, namely the Warren County Board of County Commissioners and Peter's Cartridge Factory, LLC have executed this Agreement on the date(s) indicated immediately below their respective signatures.

GRANTOR:

SIGNATURE: _____

[Handwritten Signature]
Ken Schon
Member

DATE: 12/2/21

ACKNOWLEDGMENT

STATE OHIO, COUNTY OF WARREN, ss.

On this 2nd day of December, 2021, before me, the undersigned Notary Public, personally appeared Ken Schon, who proved to me on the basis of satisfactory evidence, to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on this instrument, the person(s) or the entity upon which the person(s) acted, executed this instrument.

WITNESS my hand and official seal.

Roberta J. Apking
Notary Public
Print Name: Roberta J. Apking
My commission expires: 5/20/23



ROBERTA J. APKING
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
5/20/23
Recorded in
Warren County

[continued on next pages for signature]

GRANTEE

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Tom Grossmann, whose title is President or Vice-President, on the date stated below, pursuant to Resolution Number 21-1824, dated 12/21/21

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]

PRINTED NAME: Tom Grossmann

TITLE: Vice President

DATE: _____

STATE OF OHIO, WARREN COUNTY, ss.

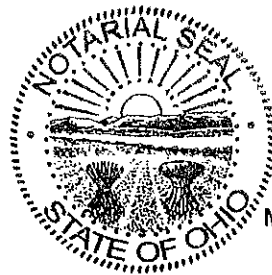
BE IT REMEMBERED, that on this 21 day of December, 2021 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Tom Grossmann, whose title is ~~President~~ or Vice-President of the Warren County Board of County Commissioners, the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.

Notary Public: [Signature]
My commission expires: 12/26/2022

Approved as to form:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

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



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

EXHIBIT A

Page 1 of 3

RX 250 WD

Rev. 06/09

Ver. Date 10/19/20

PID 106724

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

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

[Surveyor's description of the premises follows]

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

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

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

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

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

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

EXHIBIT A

RX 250 WD

Rev. 06/09

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

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

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

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

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

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

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

EXHIBIT A

RX 250 WD

Rev. 06/09

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

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

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

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

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

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



STANTEC CONSULTING SERVICES INC.

Steven E Rader
Registered Surveyor No. 7191

10/19/20
Date

EXHIBIT A

Page 1 of 2

RX 276 S

Rev. 06/09

Ver. Date 09/30/20

PID 106724

**PARCEL 28-S
WAR-CR 282-0.97**

PERPETUAL EASEMENT TO CONSTRUCT AND MAINTAIN A SEWER

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

[Surveyor's description of the premises follows]

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

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

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

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

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

EXHIBIT A

RX 276 S

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

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

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

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

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

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



STANTEC CONSULTING SERVICES INC.

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

EXHIBIT A

Page 1 of 2

LPA RX 887 T

Rev. 07/09

Ver. Date 09/30/20

PID 106724

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

[Surveyor's description of the premises follows]

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

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

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

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

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

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

EXHIBIT A

LPA RX 887 T

Rev. 07/09

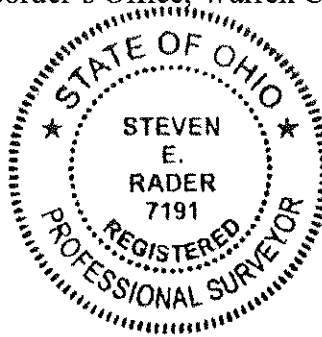
Thence North 70 deg. 31 min. 05 sec. East, a distance of 78.43 feet along the northerly line of said 12.056 acre tract to the **Point of True Beginning** of the herein described parcel, containing 0.013 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

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

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

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

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



STANTEC CONSULTING SERVICES INC.

Steven E Rader

9/30/20

Registered Surveyor No. 7191

Date

EXHIBIT A

Page 1 of 3

LPA RX 887 T

Rev. 07/09

Ver. Date 09/30/20

PID 106724

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

[Surveyor's description of the premises follows]

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

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

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

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

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

EXHIBIT A

Page 2 of 3

LPA RX 887 T

Rev. 07/09

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

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

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

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

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

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

EXHIBIT A

Page 3 of 3

LPA RX 887 T

Rev. 07/09

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

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



STANTEC CONSULTING SERVICES INC.

Steven E Rader

9/30/20

Registered Surveyor No. 7191

Date

Resolution

Number 21-1825

Adopted Date December 21, 2021

ENTER INTO A CONSULTING SERVICES AND PROJECT INSPECTION CONTRACT WITH PRIME AE GROUP, INC. ON BEHALF OF THE WARREN COUNTY ENGINEER

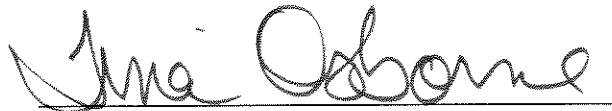
BE IT RESOLVED, to enter into a Consulting Services and Project Inspection contract with Prime AE Group, Inc. 4701 Creek Road, Suite 227, Cincinnati, OH 45242 for the King Avenue Bridge #282-0.97 Replacement Over Little Miami River Improvements Project. Copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Prime AE Group, Inc.
Engineer (file)

WARREN COUNTY ENGINEER'S OFFICE

AGREEMENT NO. 37083

This Agreement No. 37083 entered into this 21 day of December, 2021, by and between Warren County Board of County Commissioners, acting on behalf of the Warren County Engineer, hereinafter referred to as the WCEO, and Prime AE Group, Inc. hereinafter referred to as the Consultant, with an office located at 4701 Creek Road, Suite 227, Cincinnati, OH 45242.

WITNESSETH:

That WCEO and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform Construction Inspection and keeping of records and documents, Construction Administration and Testing as may be authorized by the WCEO for the replacement of the King Avenue bridge over the Little Miami River, Warren County, Ohio, identified as PID 106724; WAR-CR282-0.97 project.

CLAUSE II - INVOICE & PROJECT SCHEDULE

The WCEO and the Consultant agree to the attached Invoice & Project Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Project Schedule.

The Consultant agrees to submit the completed Invoice & Project Schedule transmittal letter together with the updated Invoice & Project Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days as follows:

- (a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.

CLAUSE III - PRIME COMPENSATION

The WCEO agrees to compensate the Consultant for the performance of the Work specified in this Agreement as follows:

Part 1: Construction Inspection and Construction Administration.

Actual costs plus a fixed fee per hour worked as authorized for each Group delineated below. The maximum prime compensation shall not exceed Seven Hundred Seventy-Six Thousand Seven Hundred Ninety-Two Dollars (\$776,792.00). All costs shall be included in the maximum prime compensation.

Fixed Fees Per Hour Worked are established as follows:

Group	Fixed Fee	Group	Fixed Fee	Group	Fixed Fee
1	\$3.23	9	\$13.55	17	\$23.87
2	\$4.52	10	\$14.84	18	\$25.16
3	\$5.81	11	\$16.13	19	\$26.45
4	\$7.10	12	\$17.42	20	\$27.74
5	\$8.39	13	\$18.71	21	\$29.03
6	\$9.68	14	\$20.00	22	\$30.32
7	\$10.97	15	\$21.29	23	\$31.61
8	\$12.26	16	\$22.58	24	\$32.91

Compensation shall be further limited as follows:

- (a) Vehicles furnished by the Consultant shall be compensated on a daily rate basis of Thirty-Five Dollars (\$35.00) for automobiles or trucks.

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the WCEO, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2016 Edition".

CLAUSE IV - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2016 Edition".
- (b) The attached Scope of Services (Project budget/estimated inspector hours) dated 10/29/2021.
- (c) The Invoice & Project Schedule.
- (d) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<http://obm.ohio.gov/TravelRule/default.aspx>).

CLAUSE V - GENERAL PROVISIONS

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf. Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

Consultant shall carry comprehensive general and professional liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, with no interruption of coverage during the entire

term of this Contract. Consultant further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, Consultant shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Contract. Consultant shall provide COUNTY ENGINEER with a certificate of insurance evidencing such coverage, which further requires and provides for thirty (30) days written notice of cancellation or non-renewal to WCEO. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the President of the Warren County Board of County Commissioners.

Prime AE Group, Inc.

By: [Signature]

Title: President + CEO

WARREN COUNTY ENGINEER'S OFFICE

[Signature]

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

APPROVED AS TO FORM

By: [Signature]

Title: Adam Nice
Assistant Prosecutor

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

Signature: [Signature]

Printed Name: Tom Grossmann

Title: Vice President

**WARREN COUNTY ENGINEER'S OFFICE
CONSTRUCTION ADMINISTRATION, INSPECTION, AND MATERIALS
MANAGEMENT SCOPE OF SERVICES**

Project Specific Services

Project Name	WAR-CR 282-0.97 (King Avenue Bridge #282-0.97 Replacement Over Little Miami River Improvements Project)
PID	106724
Project Description	The King Avenue Bridge #282-0.97 Bridge Replacement Over Little Miami River Improvements Project (PID 106724) in Warren County consists of constructing a new bridge over the Little Miami River, upstream of the existing bridge crossing. The new bridge will be a two span steel girder bridge that will accommodate vehicles, pedestrians, and bikes. The project will include roadway improvements to the new bridge approaches and a new structure that will carry Grandin Road over the Little Miami Scenic Trail. Other improvements south of the river include a single lane roundabout at the Kings Powder Factory development and a parking lot for trail access. The project's length is approximately 0.38 miles of roadway improvements. The project is located in Deerfield and Hamilton Townships and is funded with federal and local funds.
Work Description	The work includes inspection, materials testing, construction engineering, and project management to document the work completed by the WCEO's Contractor in compliance with ODOT's LPA Federal Local Let Project process. The services performed shall be in accordance with the ODOT Construction and Material Specifications and Warren County procedures, directives and other requirements. The Consultant will provide services to monitor the construction work on a full or part-time basis and report the WCEO Contractor's work and determine whether such work complies with ODOT's contract requirements to the LPA/Person in Responsible Charge. The Construction Project Engineer (CPE) appointed by the Consultant, will act upon the behalf of the WCEO for the completion of the contract. Consultant shall perform WCEO's duties of reviewing payrolls for compliance with DBE and EEO requirements. The Consultant will perform all necessary Prevailing Wage requirements.
Scope of Services Meeting Date	TBD

I. GENERAL REQUIREMENTS

Provide services in accordance with ODOT's Construction Administration Manual of Procedures, 2017 or latest revision.

II. SCOPE OF WORK

Provide a project team including personnel that meet the following prequalification categories:

ODOT Prequalification Category	Approximate Number Required	Notes
Project Inspector	1	
Structures Inspector	1	
Traffic & Electrical Inspector		
Soils & Aggregate Inspector	1	
Construction Engineer Level 1		
Construction Engineer Level 2	1	CPE
Non-Prequalified Personnel	Approximate Number Required	Notes
Documentation Clerk	1	

The services may include:

A. Construction Contract Administration Duties

The performance of engineering and supervisory duties, administration, inspection and materials management required in the administration of a Federal Aid construction contract, as defined in the Ohio Department of Transportation (ODOT) Construction Inspection Manual of Procedures, and in accordance with the Construction and Materials Specifications (CMS), and construction contract specific requirements.

The table below includes the specific services required for this agreement.

		Responsibility		
PRIMARY TASK	ODOT Oversight	LPA	CONSULTANT	NOTES
POST AWARD				
Preconstruction Conference	X	X	X	Consultant to review LPA agenda and attend meeting
ACTIVE PROJECT ADMINISTRATION				
Daily Field Engineering and Inspection	X		X	
MATERIALS MANAGEMENT, TESTING AND CERTIFICATION				
Asphalt, Concrete & Aggregate Producer/Supplier Monitoring	X		X	
Asphalt, Concrete & Aggregate Field Testing			X	
Field Inspection of Materials from ODOT Certified Sources			X	
Monitoring and Documentation of Materials Management Process	X		X	

PROJECT DOCUMENTATION				
Daily Diaries			X	
Documentation of Quantities, Completed & Accepted			X	
Monitoring of Project Documentation	X		X	
ACTIVE PROJECT MANAGEMENT				
Progress Meetings	X		X	
Schedule Tracking and Updates	X		X	
PAYMENT & REIMBURSEMENTS				
Contractor Payment			X	
Summary of Progressive Payment			X	
Invoice and Reimbursement Preparation			X	
Review and Approval of Reimbursement Request	X	X		
CONTRACT CHANGES				
Negotiation and Preparation of Change Orders		X		
Concurrence on significant Change Orders for Reimbursement	X	X		
CLAIMS MANAGEMENT				
Claims Negotiation and Approval of Resolution		X	X	Handle negotiations together
Approval of Funding for Resolution	X	X		
Monitoring and Documentation of Claims Management Process	X		X	
PREVAILING WAGE COMPLIANCE				
Wage Interviews, Payroll Reviews			X	
Resolution of Underpaid Wages			X	
Monitoring and Documentation of Prevailing Wage Compliance Process	X		X	
EEO AND DBE CONTRACT COMPLIANCE				

EEO/DBE Contract Requirements			X	
Bulletin Board Monitoring			X	
Review and Approval of Contractor DBE Waivers	X		X	
Commercially Useful Function Reviews			X	
Monitoring and Documentation of LPA's EEO and DBE Compliance Process	X		X	
PROJECT FINALIZATION				
Final Inspection and Acceptance	X	X	X	Perform final inspection together
Resolution of Punch list Items		X	X	LPA to generate punch list and submit to Contractor, Consultant to verify completion
Agreement of Final Quantities, Payment			X	
Final Payment to Contractor, Release of Responsibility		X	X	Consultant to generate final payment and LPA to review and approve final payment
Preparation of Project Closeout Documents	X	X		
Review and Approval of Finalization Documents	X	X	X	Review finalization documents together and LPA to approve
Completion of LPA Contract Administration Evaluation	X	X		

B. Inspection/Testing Equipment as listed below:

Inspection/Testing Equipment	Approximate Number Required	Notes
Nuclear Density Gauge and related tools.	1	
Concrete Control Kit to perform tests ASTM C-231, ASTM C-173, ASTM C-138 and ASTM C-143.	1	
The type and number of vehicles, either cars or trucks, for use on-site.	As required	

C. If included above or requested in writing, provide a documentation clerk as follows:

1. Job Duties

Performs specialized clerical tasks (e.g. searches records, gathers & organizes data, information & summarizes in preliminary reports; checks accuracy, clarifies discrepancies & certifies final data, possesses Microsoft Word and spreadsheet skills to produce basic reports and basic data entry). Performs general clerical tasks (e.g. maintains files; sorts and routes mail; answers phones, greets visitors;

orders & stocks supplies; maintains calendar; makes copies; prepares materials for mailing; schedules meetings). Prepares and maintains construction project records and reports by entering information into SiteManager (e.g. prepares daily construction diaries by compiling information from the inspectors reports, prepares monthly project status reports, compiles data from records for accurate submission of contract information. Performs other miscellaneous duties as assigned by the Project Engineer.

2. Qualifications

- a. High school diploma or GED.
- b. Formal education in arithmetic that includes addition, subtraction, multiplication, division, fractions, percentages & decimals, reading, writing and speaking common English vocabulary.
- c. Two (2) years training and/or experience in office practices and procedures, including use of Microsoft Word and spreadsheets.

III. COMPENSATION

- A. The Warren County Engineer's Office shall make payment based on actual hours worked by the Consultant's employees, excluding sick leave, personal leave, and vacation. Payment for holidays will not be made unless the Consultant is required to work; in such case, the holiday will be considered a regular work day and will be paid at the regular hourly rate, unless the forty (40) hour work week requirement has been met as described in the following Paragraph (B). Work in excess of forty (40) hour work week must be approved by the Warren County Engineer's Office prior to being incurred.
- B. If applicable, overtime will be paid for all hours worked over a total of forty (40) on a weekly basis, including core working hours and eligible driving time. Payment for eligible overtime shall be commensurate with the Consultant's personnel policies. Specifically, companies that treat overtime premium as a direct cost may bill directly for overtime plus any applicable premium rate (e.g., time and a half for each hour of overtime worked). Conversely, companies that treat overtime premium as an indirect cost (overhead) must bill/invoice overtime hours at the straight-time pay rate.

IV. INVOICING

The Consultant shall submit an invoice each month. ODOT's standard invoice form shall be used.

V. CONSULTANT STAFF REQUIREMENTS

The Consultant shall assign only qualified personnel to the project. The Consultant shall remove any employee who, in the determination of the Warren County Engineer's Office, does not perform the work in accordance with the Manual of Procedures, the Construction and Materials Specifications (CMS), and construction contract specific requirements.

Should the Consultant fail to remove the employee or employees as required, or fail to furnish suitable and sufficient personnel for proper performance of the work, the Warren County

Engineer's Office may withhold payment of invoices submitted by the Consultant until corrective measures are taken. If the Consultant fails to comply, the Warren County Engineer's Office may make a finding to that effect and so notify the Consultant in writing that the Agreement is terminated in accordance with Section 2.43 of the "Specifications for Consulting Services, 2010 Edition."

VI. REPORT-IN LOCATIONS AND TRAVEL REGULATIONS

The report-in location for Consultant personnel shall be the project field office or a location at the project site designated by the Warren County Engineer's Office. No compensation will be provided for commuting to and from the report-in location. Consultants that provide leased or company owned vehicles for use on site shall be compensated on a daily rate basis. If company owned vehicles are provided, the Consultant's indirect cost pool shall be credited for the daily rate reimbursement.

VII. SERVICES BY THE Warren County Engineer's Office

- A. The Warren County Engineer's Office will make available to the Consultant the necessary plans, specifications, copy of the proposal and other documents as required.
- B. The Warren County Engineer's Office will provide the Consultant with documentation requirements including inspection report forms needed for computation, reporting, record keeping and field testing.

VIII. ODOT CONSTRUCTION INSPECTION/ADMINISTRATION PREQUALIFICATION POLICY - REQUIREMENTS FOR INTERIM WORK STATUS

In an effort to assist individuals in becoming prequalified with ODOT to provide construction inspection and administration services, the Warren County Engineer's Office will allow individuals that lack only the experience requirement to work on an interim basis. In this way, individuals that meet the Degree/Certifications requirements can gain experience towards full prequalification. In this type of arrangement, the prime consulting firm will remain responsible for the quality of the work, and must actively supervise the individual and monitor the work being performed. This process is limited to the following prequalification categories and subject to the requirements listed below.

- A. Project Inspector
 - 1. The individual must meet all Degree/Certifications requirements except that Level 1 NICET certification is acceptable. Level 2 NICET certification will still be required for full prequalification.
 - 2. The individual must work under the direct supervision of a Construction Engineer Level 2 on a project that includes at least one other prequalified project inspector working on a full time basis.
- B. Construction Engineer Level 1
 - 1. The individual must meet all Degree/Certifications requirements.
 - 2. The individual must work under the direct supervision of a Construction

Engineer Level 2 on a project with construction costs less than \$2,000,000.

When submitting a letter of interest for a project in which this arrangement is proposed, the firm must list employees proposed to work on this basis and demonstrate that the above requirements have been met.



Cincinnati Office
4701 Creek Road | Suite 227 | Cincinnati, Ohio 45242
P: 513.401.6300

October 29, 2021

Mr. Roy Henson
Assistant Warren County Engineer
210 W Main Street
Lebanon, Ohio 45036

RE: Construction Engineering and Inspection Services for
WAR-CR282-0.97 King Ave Bridge, PID 106724

Dear Mr. Henson:

We are pleased to submit this proposal to the Warren County Engineers Office (County) for the above-mentioned project.

GENERAL

Below, we have provided a proposed scope and fee based on our understanding of the project and our previous construction engineering and inspection experience.

SCOPE OF WORK

The intent of this scope of work is to provide construction engineering and inspection services for the construction of the new bridge structure over the Little Miami River, demolition of the existing structure, and all associated roadway work on King Avenue. Specifically, the following items have been included in this scope of services:

TASK 1 - CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

The scope of services is based on a 21 month construction period, beginning in March of 2022 and ending in December 2023.

Professional Construction Engineering and Inspection services shall consist generally of monitoring the construction contractor's activities and providing all required LPA documentation in order to achieve quality, schedule, and cost control of the construction phase of the Project.

Project Setup

It is the intent of this project to provide construction documentation in accordance with the current Ohio Department of Transportation (ODOT) documentation practices and policies for LPA projects. For this purpose, PRIME AE will develop/acquire the documents, files, logs, and forms for the project per the current ODOT Construction Administration Manual of Procedures. It is the intent of this scope to utilize PRIME AE's Cloud Based



Construction Management System (Appia) and Construction Drive to store construction diaries, meeting minutes, photos, and project correspondence. Pay item folders, tracking logs, quantity tracking files and forms, material testing logs and forms, and correspondence logs will be generated for construction activities planned for this project. A density log book will be developed specifically for this project to track earthwork quality control testing. These files will be posted on ODOT's SharePoint site to allow access for all stakeholders. It is the intent of this scope to complete this work prior to the beginning of construction activity.

Preconstruction Meeting

PRIME AE will attend and can assist with minutes for the meeting, which will be distributed electronically to all attendees with an email address within 5 business days. The minutes can be generated using Microsoft Office. The Project Communication plan will be distributed to the Contractor at the pre-construction meeting.

Resident Project Representation:

PRIME AE shall provide Field Representation during the Contractor's work. These services shall generally consist of those activities necessary, in the field, to observe and verify the construction Contractor's compliance with the technical requirements of the project, to verify the validity of amounts claimed for payment by the construction Contractor, and to report on the construction work in the field. Construction daily reports describing work location, manpower and equipment, duration worked, weather, and work activities will be entered into Appia, PRIME AE's Construction Management System. The Field Representative shall maintain a record of the progress of the work, shall review partial and final payment estimates, shall assess pertinent features of the installation, shall compile discrepancy reports, shall climb and descend structures when necessary to observe installation work, shall participate in required testing, start-up activities, and remedial measures, and shall participate in the final overviews of the project pursuant to acceptance.

PRIME AE will utilize Appia and ODOT's SharePoint site or other acceptable means to store/track/manage project documentation including correspondence and records that include transmittals, schedule updates (copies), contract modifications, shop drawings, requests for proposals, requests for information, letters, and submittals. Read-only access to Appia is available to the County for their use to review up to date project information.

PRIME AE shall document field obstructions and changed conditions, and process change orders to the Contract Documents in order to document changes to the work dictated by these conditions.



PRIME AE shall prepare and maintain a listing of items requiring correction by the contractor and document when deficiencies have been corrected. PRIME AE will re-inspect all items on the list periodically to ascertain their status. PRIME AE will notify the County when the project is complete, deficiencies have been corrected and the work is ready for final inspection. PRIME AE will assist in preparing recommendations for final acceptance of the work.

PRIME AE will provide photo documentation of project construction activity by collecting and organizing digital photos.

PRIME AE shall provide monthly status reports during construction indicating the progress of the work, contract modifications, requests for proposals, critical issues, progress schedules, summary of the work performed for that period, total dollar amount of the contract, amounts paid to the contractor, and funds remaining.

PRIME AE will perform as a construction manager/advisor on behalf of the County during the construction process and make recommendations for site changes and issues related to construction.

PRIME AE will provide documentation to the County to confirm that the project is built per the plans and specifications.

Construction Marketing Updates:

PRIME AE shall prepare construction updates to be used for public information purposes on a bi-weekly basis. Updates will include descriptions of work performed in the previous two weeks and anticipated work upcoming in the next two weeks. PRIME AE will communicate construction disturbances to the public involving the Little Miami Trail and Cartridge Apartment complex.

Progress Meetings:

PRIME AE shall attend and assist with progress meetings, including the preparation of agendas and meeting minutes of meetings when needed. PRIME AE will utilize Microsoft Office software to prepare agendas and minutes. When directed by the County, PRIME AE shall provide professional engineering attendance at all special construction meetings to discuss project problems, clarifications of the work, and all other issues affecting the project. PRIME AE shall prepare minutes of the meetings and send to all attendees.

PRIME AE will monitor the Contractor's schedule to ascertain that the requirements identified in the contract specifications are met. PRIME AE will prepare written response comments per ODOT's baseline checklist. PRIME AE shall review and provide comments and recommendations for all progress, recovery, and impact schedules submitted by the Contractor. PRIME AE shall



notify the County in all instances when the Contractor's progress is not in accordance with the approved schedule. PRIME AE shall make recommendations as to the need for the Contractor to submit a recovery schedule, or the need to delay payment to the Contractor due to schedule problems.

Submittals/RFI/Correspondence/CA:

PRIME AE, in coordination with the County and Design Engineer, will review shop drawings for compliance with contract requirements, distribute with appropriate status identified, and maintain a shop drawing file. PRIME AE will provide a response within 15 workings days of receipt by PRIME AE. PRIME AE shall maintain a Submittal log using Microsoft Office.

PRIME AE shall coordinate construction document interpretation with the Design Engineer during construction. If such interpretation involves any monetary, quality, or material/equipment substitution, the final interpretation shall be made by the County. PRIME AE shall transmit interpretations and clarifications to the Contractor. PRIME AE shall provide written interpretation of any project specific specifications, as required. PRIME AE shall provide and maintain a tracking log of all requests for information for the duration of the project. PRIME AE will maintain submittal, RFI, and correspondence logs using Microsoft Office.

PRIME AE will respond to correspondence items (email, letters, teleconferences, etc.).

PRIME AE shall review and recommend for approval monthly and final estimates of work performed by the Contractor upon which partial payments to the Contractor will be based. PRIME AE shall prepare monthly progress estimates in a manner approved by the County and forward to the County for final approval and processing. PRIME AE shall review and comment/recommend to the County the approval of any schedule of values submitted by the Contractor.

Evaluate Substitution Requests:

PRIME AE will provide review and recommendation on substitutions of material and/or equipment submitted by the Contractor, in coordination with the Design Engineer.

Change Order Preparation:

PRIME AE will prepare change orders to aid in resolution of modifications brought about by actual field conditions encountered, review contractor pricing of said change orders, and make recommendation to the County regarding



entitlement and reasonableness of costs. PRIME AE will assist with the negotiation of said change orders.

PRIME AE shall process change orders to the contract in a manner approved by the County and forwarded to the County for final approval and processing. PRIME AE shall provide and maintain a tracking log of all change orders to the contract for the duration of the project using PRIME AE's Construction Management System, Appia.

Evaluation of Claims:

PRIME AE shall evaluate, investigate, document conditions and circumstances, and make recommendations on claims submitted by the Contractor, and on situations that may lead to a claim by the Contractor. PRIME AE shall provide and maintain a tracking log of all claims made by the Contractor for the duration of the project using Microsoft Office.

Testing Services:

PRIME AE shall perform quality assurance (QA) field and lab testing of materials and completed work, as normally required in ODOT's standard policies and procedures.

SWPPP:

PRIME AE will provide oversight for compliance with the approved Stormwater Pollution Prevention Plan.

Project Close-Out

Upon completion of construction activity and final acceptance of the project, PRIME AE will finalize, compile, organize and deliver the project construction documentation to the County. The following items, at a minimum, will be provided:

1. Pay item folders will be finalized to include pay quantity measurement records, reconciled with the final estimate.
2. Project construction daily diary reports will be organized on a month by month basis.
3. Correspondence logs will be provided with organized originals/copies on the project.
4. All contract change documents.
5. Completed density log book with a record of all compaction tests performed on the project.
6. Materials testing records for each respective pay item.
7. Hand-written and/or Bluebeam PDF as-built mark-ups will be provided for the Engineer of Record to update the electronic files. No CADD as-builts have been included in this scope of services.



Construction Support

PRIME AE will provide additional engineering support services, as deemed necessary by the County. Such services could include additional engineering/management, utility relocation assistance, communications with the public, specialized construction material acceptance recommendations and/or additional claims analysis and support.

PRIME AE shall not be responsible for construction means, methods, techniques, sequences, procedures, construction Contractor's scheduling, or construction safety. Any review by PRIME AE does not extend to matters of means and methods, manufacturer's special expertise and proprietary areas, and/or safety issues.

SCHEDULE

The scope of services is based on the understanding that the project will begin March 2022. From there, the schedule will be dictated by the actual construction schedule, which is intended to extend from **March 2022 to December 2023.**

FEE

Exhibit "A" has been attached to provide a breakdown of the fee for Task 1 as outlined in the scope of services. The total compensation for the work included in this proposal will be billed monthly as per the approved rates.

STANDARD TERMS AND CONDITIONS

Unless noted otherwise, the terms and conditions of the original agreement will apply to this proposal. If approved, the County will issue an authorized task order for the work proposed.

CLOSING STATEMENT

If the Scope of work contained herein meets with your approval PRIME AE will commence work upon a written "Notice to Proceed". Thank you for the opportunity to work with you on this project. Please do not hesitate to call should you have any questions or comments or require any clarifications.

Sincerely,

A handwritten signature in black ink that reads "Shawn A. Mason". The signature is fluid and cursive, with the first name being the most prominent.

Shawn A Mason, P.E.

Senior Director of Operations – Cincinnati Office
PRIME AE Group, Inc.

Exhibit "A"
Warren County King Ave Bridge

Classification	Anticipated Man Hours	Over Time	RATE	Units	Cost to Project
Senior Construction Inspector	5074		\$ 89.14	Hour	\$452,305.84
Senior Construction Inspector (OT)		846	\$ 107.41	Hour	\$90,837.11
Construction Engineer 1	1269		\$ 106.75	Hour	\$135,424.57
Construction Engineer 2	169		\$ 151.10	Hour	\$25,557.49
Project Manager	85		\$ 163.95	Hour	\$13,865.49
Documentation Clerk	169		\$ 58.04	Hour	\$9,817.05
Testing Technician	211		\$ 49.35	Hour	\$10,434.00
Testing Allowance	PRIME AE		\$ 10,000.00	NTE	\$10,000.00
Truck Allowance	\$35/Day @ 423 Days x1.5				\$22,200.00
Marketing Specialist	93		\$ 68.60	Hour	\$6,350.40
					\$776,791.95

March 7, 2022 Start
 December 15, 2023 Finish
 21 Month Duration
 648 Day Duration
 93 Week Duration
 8 Weeks - Winter
 85 Weeks of Work
 423 Working Days (5/7)

Fixed Fee per Hour by Employee

ODOT Agreement Number:	
C-R-S:	WAR-CR282-0.97
Firm Name:	PRIME AE Group

<u>Employee Name</u>	<u>Hourly Fixed Fee</u>	<u>Group</u>
Derin Tin	\$ 5.81	3
Doug Fields	\$ 9.68	6
Jim Landon	\$ 9.68	6
Dan Todd	\$ 10.97	7
Brian Hupp	\$ 16.13	11
Shawn Mason	\$ 17.42	12
Allyson Bates	\$ 7.10	4



OHIO DEPARTMENT OF
TRANSPORTATION

CONSULTANT INDIRECT COST RATE COGNIZANT REVIEW
APPROVAL CERTIFICATE NO. 07082021-SPG-01CR

All items discussed in this Cognizant Review Approval Certificate refer, respectively, to the following:

Company Name (Consultant/Auditee):	PRIME AE GROUP, Inc. and Subsidiaries
Based on Actual Costs Incurred for Company's Year Ended:	December 31, 2020
Effective Date of Cognizant Approval (ODOT Approval Date):	July 8, 2021
Based on Independent Audit Report Issued by CPA Firm (Auditor):	Stambaugh Ness, Inc.

This Certificate presents the results of a review we performed in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The review involved a detailed examination of the CPA's audit workpapers supporting: (1) the independent audit report on the Company's Statement of Direct Labor, Fringe Benefits, and General Overhead (indirect cost rate schedule); and (2) the associated report on internal controls and compliance.

The CPA represented that the audit was conducted in accordance with *Government Auditing Standards* as promulgated by the Comptroller General of the United States, and the audit was designed to determine that the indirect cost rate schedule was prepared in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31.

Our cognizant review was performed in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates as recommended in the *AASHTO Uniform Audit & Accounting Guide for Audits of Architectural and Engineering (A/E) Consulting Firms*. During our cognizant review, nothing came to our attention that caused us to believe that the CPA's audit procedures, audit report, and supporting workpapers for the indirect cost rate schedule did not conform in all material respects to the aforementioned regulations and auditing standards.

Conclusion. We recommend acceptance of the following rates, computed based on direct labor costs incurred on A/E projects:

	Home Office	Field Office
Indirect Cost Rates:	154.98%	117.57%
Facilities Capital Cost of Money (FCCM) Rates:	0.15%	0.12%

Overtime Premium. According to the Company's established allocation methodology, as audited by the CPA:

- Project-related overtime premium is allocated to direct cost objectives and is allowable as a direct charge to applicable contracts. Overtime premium that is not project related is included in the indirect cost pool.
- All overtime premium is allocated to the indirect cost pool; accordingly, overtime premium is not eligible as a direct charge to contracts.

Note: The approved rates should be used for billings and cost proposals on contracts funded by the State of Ohio and/or Federal sources, including projects for ODOT and Ohio Local Public Agencies (LPAs). The above rates are based on the most recent cost information your Company submitted to ODOT. As more current cost information becomes available, it must be electronically submitted to the ODOT Office of External Audits via email (DOT.CostSubmissions@dot.ohio.gov). The submission is due no later than **six months** after the close of your Company's fiscal year (July 1 for all companies with a December 31 fiscal year end). See detailed requirements at <http://www.dot.state.oh.us/Divisions/Finance/Auditing/Pages/Consultants.aspx>. Failure to submit timely may result in the loss of your ODOT prequalification.

Manager approval by:

Scot P. Gormley

Financial Program Manager

ODOT Office of External Audits

1980 W. Broad St., Mail Stop 2140, Columbus, OH 43223

614.644.0384

transportation.ohio.gov

For ODOT Use Only:

Posted to Master Schedule:	<input checked="" type="checkbox"/>
CSS Database Updated:	<input checked="" type="checkbox"/>
RA Tier:	<input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3

Resolution

Number 21-1826

Adopted Date December 21, 2021

APPROVE AMENDMENT NO. 1 TO THE ENGINEERING CONTRACT WITH WSP USA INC. ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

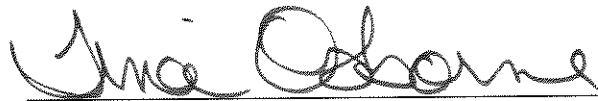
NOW THEREFORE, BE IT RESOLVED, to enter into amendment no. 1 to the engineering contract approved by Resolution #20-0177 dated January 28, 2020 for the Fields Ertel Road Improvement Project between Snider Road and Wilkens Boulevard; as attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—WSP USA, Inc.
Engineer (file)

AMENDMENT TO AGREEMENT

Amendment No. 1

Amending Engineering Contract
For
FIELDS ERTEL ROAD IMPROVEMENT PROJECT BETWEEN SNIDER ROAD AND
WILKENS BOULEVARD

This FIRST AMENDMENT to an AGREEMENT dated January 28, 2020 for the Fields Ertel Road Improvement Project between Snider Road and Wilkens Boulevard in Warren County and Hamilton County is made as of the date stated below, by and between the Warren County Board of County Commissioners, hereinafter referred to as the "OWNER" on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and WSP USA Inc., hereinafter referred to as the "ENGINEER."

On the 28th day of January, 2020, the OWNER and the COUNTY ENGINEER and the ENGINEER entered into an AGREEMENT by Resolution No. 20-0177, to perform the design of the Fields Ertel Road Improvement Project between Snider Road and Wilkens Boulevard. The design included widening Fields Ertel Road from two lanes to five lanes from Snider Road to Wilkens Boulevard, Fields Ertel Road and Snider Road approach and intersection improvements, Fields Ertel Road and Wilkens Boulevard intersection improvements and profile adjustments and the OWNER agreed to expend a sum not to exceed \$1,127,566.00 to pay for the specified engineering service.

It is now necessary and in the COUNTY ENGINEER'S interest to revise SECTION 1 – BASIC SERVICES OF ENGINEER of the AGREEMENT to include a the National Environmental Policy Act (NEPA) document development for the project area (Exhibit A) and additional design services for the NEPA process (Exhibit B). In order to do so, it is necessary to increase the maximum prime compensation to be paid to ENGINEER by an amount of **\$269,779.00** to a total of **\$1,397,345.00**; without extending the completion date of the contract with the ENGINEER. See Exhibit A and B (ENGINEER'S Proposals) which is hereby incorporated by reference into this AMENDMENT.

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

[The remaining portion of this page is blank]

ENGINEER :

IN EXECUTION WHEREOF, WSP USA Inc. has caused this Agreement to be executed on the date stated below by Jared Love, its Cincinnati Local Business Leader, pursuant to a corporate Resolution authorizing such act.

WSP USA INC.

SIGNATURE: [Signature]

PRINTED NAME: Jared Love

TITLE: Cincinnati Local Business Leader

DATE: 11/22/2021

OWNER:

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed by Tom Grossmann, its Vice President on the date stated below, pursuant to Resolution No 21-1826, dated 12/21/21.

RECOMMENDED BY:
WARREN COUNTY ENGINEER

APPROVED BY:
WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]

SIGNATURE: [Signature]

PRINTED NAME: Neil F. Tunison

PRINTED NAME: Tom Grossmann

TITLE: Warren County Engineer

TITLE: Vice President

DATE: 12/6/2021

DATE: 12/21/21

Approved as to Form:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

BY: [Signature]
Assistant Prosecuting Attorney
Adam M. Nice



312 Elm Street
Suite 2500
Cincinnati, Ohio 45202
Main: 513-639-2120
Fax: 513-421-1040

www.wsp.com

December 2, 2020

Mr. Neil F. Tunison, P.E., P.S.
Warren County Engineer
210 West Main Street
Lebanon, Ohio 45036
Attn: Daniel J. Corey, P.E., S.I., Assistant County Engineer

Re: Proposal for Consulting Services
Fields Ertel Road between Snider Road and Wilkens Boulevard
NEPA Document Development

Dear Mr. Tunison:

On behalf of WSP USA Inc. ("WSP"), I am pleased to submit this Price Proposal for environmental services for the development of the environmental document for the Fields Ertel Road Improvements from Snider Road to Wilkens Boulevard in Warren and Hamilton counties, Ohio.. This proposal covers the scope of work for performing the NEPA Document Development, which includes improvements along Fields Ertel Road from 300+/- feet west of Snider Road to 300+/- feet east of Wilkens Blvd. This will include 1,400+/- feet of Snider Road and 500+/- of Wilkens Blvd.

We propose a cost plus fixed fee not to exceed amount of \$89,028 broken out as follows:

Authorized tasks cost plus fixed fee cost of \$75,225:

If Authorized tasks cost plus fixed fee cost of \$13,803:

Thank you for the opportunity to be of service. If you have any questions, or require additional information, please let me know.

Sincerely,

WSP USA Inc.

A handwritten signature in black ink that reads "Robert A. Hans". The signature is written in a cursive, flowing style.

Robert A. Hans, PE
Assistant Vice President
Cincinnati Market Leader

Enclosure

**Fields Ertel Improvements Snider to
Wilkens – NEPA Document
Development**

PROPOSAL COST SUMMARY

Version:
Feb 2017

C-R-S

Consultant: WSP USA Inc
Agreement No. TBD
Modification No. Not Applicable
PID No. TBD
Proposal Date 12/2/2020

Consultant Overhead Rate: 134.60%
Consultant Overhead Rate: 134.60%
Cost of Money: 0.40%
Net Fee Percentage: 12%

Task Description	Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
AUTHORIZED TASKS:									
1 - Planning Phase									
1.1 - Project Start-up									
1.1.A - Planning and Programming - NOT USED	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.1.B - STIP/TIP - NOT USED	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.1.C - Internal Meeting with Project Sponsor and ODOT staff	\$69.00	4	\$276	\$371	\$1	\$0	\$0	\$78	\$726
TOTAL 1.1 - Project Start-up	\$69.00	4	\$276	\$371	\$1	\$0	\$0	\$78	\$726
1.2 - Project Initiation Package - NOT USED									
TOTAL 1.2 - Project Initiation Package	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.3 - Existing Data, Research and Analysis - NOT USED									
TOTAL 1.3 - Existing Data, Research and Analysis	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.4 - Stakeholder Involvement and Public Involvement Plan									
1.4.A - Public Involvement Plan	\$62.17	12	\$746	\$1,004	\$3	\$0	\$0	\$210	\$1,963
TOTAL 1.4 - Stakeholder Involvement and Public Involvement Plan	\$62.17	12	\$746	\$1,004	\$3	\$0	\$0	\$210	\$1,963
1.5 - Project Management for Planning Phase									
1.5.A - Meetings	\$75.82	22	\$1,668	\$2,245	\$7	\$5	\$0	\$470	\$4,395
1.5.B - General Oversight	\$78.63	8	\$629	\$847	\$3	\$0	\$0	\$177	\$1,656
1.5.C - Project Set Up	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1.5.D - Non Routine (Soft) Items	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 1.5 - Project Management for Planning Phase	\$76.67	30	\$2,297	\$3,092	\$10	\$5	\$0	\$647	\$6,051
1.6 - Limited Review - NOT USED									
1.6.A - QA/QC for Limited Review	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 1.6 - Limited Review	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 1- Planning Phase	\$72.15	46	\$3,319	\$4,467	\$14	\$5	\$0	\$935	\$8,740
2 - Preliminary Engineering Phase									
2.1 - Develop Preliminary Alternatives - NOT USED									
TOTAL 2.1 - Develop Preliminary Alternatives	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.2 - Perform Environmental Field Studies									
2.2.A - Property Owner Notification	\$67.78	9	\$610	\$821	\$2	\$39	\$0	\$172	\$1,644
2.2.B - Cultural Resources Scoping Request From	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.2.C - Ecological Survey Report	\$59.04	50	\$2,952	\$3,973	\$12	\$31	\$0	\$831	\$7,799
2.2.D - Regulated Materials Review Screening	\$57.70	40	\$2,308	\$3,107	\$9	\$31	\$0	\$650	\$6,105
2.2.E - Social and Economic Resources	\$67.83	6	\$407	\$548	\$2	\$0	\$0	\$115	\$1,072
2.2.F - 4(f) determinations	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.2.G - Noise Analysis - If Authorized	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.2.H - Noise Analysis - Public Involvement	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.2.I - Phase I Cultural Resource History/Architecture Survey, If Authorized	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 2.2 - Perform Environmental Field Studies	\$59.78	105	\$6,277	\$8,449	\$25	\$101	\$0	\$1,768	\$16,620
2.3 - AER Design to 2.5 - NOT USED									
2.6 - Public Involvement/Coordination									
2.6.A - Public Involvement / Coordination	\$57.87	62	\$3,588	\$4,829	\$14	\$650	\$0	\$1,010	\$10,091
TOTAL 2.6 - Public Involvement/Coordination	\$57.87	62	\$3,588	\$4,829	\$14	\$650	\$0	\$1,010	\$10,091
2.7 - Stage 1 Design - NOT USED									

**Fields Ertel Improvements Snider to
Wilkins – NEPA Document
Development**

PROPOSAL COST SUMMARY

Version:
Feb 2017

C-R-S
Consultant: WSP USA Inc
Agreement No. TBD
Modification No. Not Applicable
PID No. TBD
Proposal Date 12/2/2020

Consultant Overhead Rate: 134.60%
Consultant Overhead Rate: 134.60%
Cost of Money: 0.40%
Net Fee Percentage: 12%

Task Description	Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
2.8 - Project Management for Preliminary Engineering Phase									
2.8.A - Meetings	\$78.50	8	\$628	\$845	\$3	\$0	\$0	\$177	\$1,653
2.8.B - General Oversight	\$57.25	8	\$458	\$616	\$2	\$0	\$0	\$129	\$1,205
2.8.C - Project Set Up	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.8.D - Non Routine (Soft) Items	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.8.E - STBG App	\$59.09	58	\$3,427	\$4,613	\$14	\$0	\$0	\$965	\$9,019
TOTAL 2.8 - Project Management for Preliminary Engineering Phase	\$60.99	74	\$4,513	\$6,074	\$19	\$0	\$0	\$1,271	\$11,877
2.9 - Limited Review									
2.9.A - QA/QC for Limited Review	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 2.9 - Limited Review	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total - 2 Preliminary Engineering Phase	\$59.66	241	\$14,378	\$19,352	\$58	\$751	\$0	\$4,049	\$38,588
3 - Environmental Engineering Phase									
3.1 - Environmental Field Studies and Refined Impacts									
3.1.A - Phase I Cultural Archaeological	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.B - Phase II Cultural Resource History/Architecture Survey	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.C - Section 4 (f) Determination	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.D - Regulated Materials Review Assessment	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.E - Farmland Studies	\$51.00	1	\$51	\$69	\$0	\$0	\$0	\$14	\$134
3.1.F - Secondary and Cumulative Review	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.G - Address NEPA Specific Environmental Justice Issues	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.H - Relocation Assistance Program Conceptual Survey	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.I - Biological Assessment for Federally Listed Species	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.J Not Used	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.K - Determine Right of Way Encroachments	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.L - Determine Potential Right of Way from Railway	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.M - Waterway Permit	\$55.79	56	\$3,124	\$4,205	\$12	\$0	\$0	\$879	\$8,220
3.1.N - Stream and Wetland Opportunities Inventory Report	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.O - Phase II Environmental Site Assessment	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.P - Air Quality Analyses	\$51.00	4	\$204	\$275	\$1	\$0	\$0	\$57	\$537
3.1.Q - Mussel Survey	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.1.R - FIS Analysis, Revisions, and Coordination	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 3.1 - Environmental Field Studies and Refined Impacts	\$55.39	61	\$3,379	\$4,549	\$13	\$0	\$0	\$951	\$8,891
3.2 - Stage 1 Value Engineering									
3.2.A - Value Engineering Study and Report	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 3.2 - Stage 1 Value Engineering	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3 - Stage 2 to 3.4 - Not Used									
3.5 - Prepare Environmental Document									
3.5.A - Prepare Environmental Document	\$60.00	100	\$6,000	\$8,076	\$24	\$0	\$0	\$1,689	\$15,789
TOTAL 3.5 - Prepare Environmental Document	\$60.00	100	\$6,000	\$8,076	\$24	\$0	\$0	\$1,689	\$15,789
3.6 - Environmental Commitments and Plan Notes									
3.6.A - Environmental Commitment Plan Notes	\$67.83	6	\$407	\$548	\$2	\$0	\$0	\$115	\$1,072
TOTAL 3.6 - Environmental Commitments and Plan Notes	\$67.83	6	\$407	\$548	\$2	\$0	\$0	\$115	\$1,072
3.7 - Final Mitigation Plans Coordination - NOT USED									
TOTAL 3.7 - Final Mitigation Plans Coordination	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.8 - Prepare Cost Estimates and Revise Milestone - NOT USED									
TOTAL 3.8 - Prepare Cost Estimates and Revise Milestone	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Fields Ertel Improvements Snider to
Wilkins – NEPA Document
Development

PROPOSAL COST SUMMARY

Version:
Feb 2017

C-R-S

Consultant: WSP USA Inc
Agreement No. TBD
Modification No. Not Applicable
PID No. TBD
Proposal Date 12/2/2020

Consultant Overhead Rate: 134.60%
Consultant Overhead Rate: 134.60%
Cost of Money: 0.40%
Net Fee Percentage: 12%

Task Description	Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
3.9 - Project Management for Environmental Engineering Phase									
3.9.A - Meetings	\$67.83	6	\$407	\$548	\$2	\$0	\$0	\$115	\$1,072
3.9.B - General Oversight	\$67.83	6	\$407	\$548	\$2	\$0	\$0	\$115	\$1,072
3.9.C - Project Set Up	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.9.D - Non Routine (Soft) Items	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 3.9 - Project Management for Environmental Engineering Phase	\$67.83	12	\$814	\$1,096	\$4	\$0	\$0	\$230	\$2,144
3.10 - Limited Review									
3.10.A - QA/QC for Limited Review	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 3.10 - Limited Review	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total - 3 Environmental Engineering Phase	\$59.22	179	\$10,600	\$14,269	\$43	\$0	\$0	\$2,985	\$27,896
TOTAL AUTHORIZED PARTS	\$60.72	466	\$28,297	\$38,088	\$115	\$756	\$0	\$7,969	\$75,224
IF-AUTHORIZED TASKS:									
2.2.G - Noise Analysis - If Authorized	\$54.17	42	\$2,275	\$3,062	\$9	\$0	\$0	\$640	\$5,986
2.2.I - Phase I Cultural Resource History/Architecture Survey, If Authorized	\$59.38	48	\$2,850	\$3,836	\$11	\$318	\$0	\$802	\$7,817
	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL IF-AUTHORIZED PARTS	\$56.94	90	\$5,125	\$6,898	\$20	\$318	\$0	\$1,442	\$13,803
GRAND TOTAL	\$60.11	556	\$33,422	\$44,986	\$135	\$1,074	\$0	\$9,411	\$89,027

Fields Ertel Improvements Snider to
Wilkins – NEPA Document
Development

PROPOSAL LABOR SUMMARY

Version:
Feb 2017

C-R-S

Consultant: WSP USA Inc
Agreement No. TBD
Modification No. Not Applicable
PID No. TBD
Proposal Date 12/2/2020

Task Description	Principal	Project Manager	Supv Planner	Lead Planner	Proj Acct/ Clerical	Total	
						Hours	Cost
AUTHORIZED TASKS:							
1 - Planning Phase							
1.1 - Project Start-up							
1.1.A - Planning and Programming - NOT USED						0	\$0
1.1.B - STIP/TIP - NOT USED						0	\$0
1.1.C - Internal Meeting with Project Sponsor and ODOT staff		1	2	1		4	\$276
TOTAL 1.1 - Project Start-up	0	1	2	1	0	4	\$276
1.2 - Project Initiation Package - NOT USED							
TOTAL 1.2 - Project Initiation Package	0	0	0	0	0	0	\$0
1.3 - Existing Data, Research and Analysis - NOT USED							
TOTAL 1.3 - Existing Data, Research and Analysis	0	0	0	0	0	0	\$0
1.4 - Stakeholder Involvement and Public Involvement Plan							
1.4.A - Public Involvement Plan			8	4		12	\$746
TOTAL 1.4 - Stakeholder Involvement and Public Involvement Plan	0	0	8	4	0	12	\$746
1.5 - Project Management for Planning Phase							
1.5.A - Meetings		9	12	1		22	\$1,688
1.5.B - General Oversight		6			2	8	\$629
1.5.C - Project Set Up						0	\$0
1.5.D - Non Routine (Soft) Items						0	\$0
TOTAL 1.5 - Project Management for Planning Phase	0	15	12	1	2	30	\$2,297
1.6 - Limited Review - NOT USED							
1.6.A - QA/QC for Limited Review						0	\$0
TOTAL 1.6 - Limited Review	0	0	0	0	0	0	\$0
TOTAL 1- Planning Phase	0	16	22	6	2	46	\$3,319
2 - Preliminary Engineering Phase							
2.1 - Develop Preliminary Alternatives - NOT USED							
TOTAL 2.1 - Develop Preliminary Alternatives	0	0	0	0	0	0	\$0
2.2 - Perform Environmental Field Studies							
2.2.A - Property Owner Notification			9			9	\$610
2.2.B - Cultural Resources Scoping Request From						0	\$0
2.2.C - Ecological Survey Report			24	26		50	\$2,952
2.2.D - Regulated Materials Review Screening			16	24		40	\$2,308
2.2.E - Social and Economic Resources			6			6	\$407
2.2.F - 4(f) determinations						0	\$0
2.2.G - Noise Analysis - If Authorized						0	\$0
2.2.H - Noise Analysis - Public Involvement						0	\$0
2.2.I - Phase I Cultural Resource History/Architecture Survey, If Authorized						0	\$0
TOTAL 2.2 - Perform Environmental Field Studies	0	0	55	50	0	105	\$6,277
2.3 - AER Design to 2.5 - NOT USED							
2.6 - Public Involvement/Coordination							
2.6.A - Public Involvement / Coordination		6	16	24	16	62	\$3,588
TOTAL 2.6 - Public Involvement/Coordination	0	6	16	24	16	62	\$3,588
2.7 - Stage 1 Design - NOT USED							

C-R-S

Consultant: WSP USA Inc
 Agreement No. TBD
 Modification No. Not Applicable
 PID No. TBD
 Proposal Date 12/2/2020

Fields Ertel Improvements Snider to
 Wilkens – NEPA Document
 Development

PROPOSAL LABOR SUMMARY

Version:
 Feb 2017

Task Description	Principal	Project Manager	Supv Planner	Lead Planner	Proj Acct/ Clerical	Total	
	\$100.95	\$89.33	\$67.77	\$50.98	\$46.51	Hours	Cost
2.8 - Project Management for Preliminary Engineering Phase							
2.8.A - Meetings		4	4			8	\$628
2.8.B - General Oversight		2			6	8	\$458
2.8.C - Project Set Up						0	\$0
2.8.D - Non Routine (Soft) Items						0	\$0
2.8.E - STBG App			28	30		58	\$3,427
TOTAL 2.8 - Project Management for Preliminary Engineering Phase	0	6	32	30	6	74	\$4,513
2.9 - Limited Review							
2.9.A - QA/QC for Limited Review						0	\$0
TOTAL 2.9 - Limited Review	0	0	0	0	0	0	\$0
Total - 2 Preliminary Engineering Phase	0	12	103	104	22	241	\$14,378
3 - Environmental Engineering Phase							
3.1 - Environmental Field Studies and Refined Impacts							
3.1.A - Phase I Cultural Archaeological						0	\$0
3.1.B - Phase II Cultural Resource History/Architecture Survey						0	\$0
3.1.C - Section 4 (f) Determination						0	\$0
3.1.D - Regulated Materials Review Assessment						0	\$0
3.1.E - Farmland Studies				1		1	\$51
3.1.F - Secondary and Cumulative Review						0	\$0
3.1.G - Address NEPA Specific Environmental Justice Issues						0	\$0
3.1.H - Relocation Assistance Program Conceptual Survey						0	\$0
3.1.I - Biological Assessment for Federally Listed Species						0	\$0
3.1.J Not Used						0	\$0
3.1.K - Determine Right of Way Encroachments						0	\$0
3.1.L - Determine Potential Right of Way from Railway						0	\$0
3.1.M - Waterway Permit			16	40		56	\$3,124
3.1.N - Stream and Wetland Opportunities Inventory Report						0	\$0
3.1.O - Phase II Environmental Site Assessment						0	\$0
3.1.P - Air Quality Analyses				4		4	\$204
3.1.Q - Mussel Survey						0	\$0
3.1.R - FIS Analysis, Revisions, and Coordination						0	\$0
TOTAL 3.1 - Environmental Field Studies and Refined Impacts	0	0	16	45	0	61	\$3,379
3.2 - Stage 1 Value Engineering							
3.2.A - Value Engineering Study and Report						0	\$0
TOTAL 3.2 - Stage 1 Value Engineering	0	0	0	0	0	0	\$0
3.3 - Stage 2 to 3.4 - Not Used							
3.5 - Prepare Environmental Document							
3.5.A - Prepare Environmental Document		6	40	54		100	\$6,000
TOTAL 3.5 - Prepare Environmental Document	0	6	40	54	0	100	\$6,000
3.6 - Environmental Commitments and Plan Notes							
3.6.A - Environmental Commitment Plan Notes			6			6	\$407
TOTAL 3.6 - Environmental Commitments and Plan Notes	0	0	6	0	0	6	\$407
3.7 - Final Mitigation Plans Coordination - NOT USED							
TOTAL 3.7 - Final Mitigation Plans Coordination	0	0	0	0	0	0	\$0
3.8 - Prepare Cost Estimates and Revise Milestone - NOT USED							
TOTAL 3.8 - Prepare Cost Estimates and Revise Milestone	0	0	0	0	0	0	\$0

Fields Ertel Improvements Snider to
Wilkins – NEPA Document
Development

PROPOSAL LABOR SUMMARY

Version:
Feb 2017

C-R-S

Consultant: WSP USA Inc
Agreement No. TBD
Modification No. Not Applicable
PID No. TBD
Proposal Date 12/2/2020

Task Description	Principal \$100.95	Project Manager \$89.33	Supv Planner \$67.77	Lead Planner \$50.98	Proj Acct/ Clerical \$46.51	Total	
						Hours	Cost
3.9 - Project Management for Environmental Engineering Phase							
3.9.A - Meetings		2	2		2	6	\$407
3.9.B - General Oversight		2	2		2	6	\$407
3.9.C - Project Set Up						0	\$0
3.9.D - Non Routine (Soft) Items						0	\$0
TOTAL 3.9 - Project Management for Environmental Engineering Phase	0	4	4	0	4	12	\$814
3.10 - Limited Review							
3.10.A - QA/QC for Limited Review						0	\$0
TOTAL 3.10 - Limited Review	0	0	0	0	0	0	\$0
Total - 3 Environmental Engineering Phase	0	10	66	99	4	179	\$10,600
TOTAL AUTHORIZED PARTS	0	38	191	209	28	466	\$28,297
IF-AUTHORIZED TASKS:							
2.2.G - Noise Analysis - If Authorized			8	34		42	\$2,275
2.2.I - Phase I Cultural Resource History/Architecture Survey, If Authorized			24	24		48	\$2,850
TOTAL IF-AUTHORIZED PARTS	0	0	32	58	0	90	\$5,125
GRAND TOTAL	0	38	223	267	28	556	\$33,422

**Fields Ertel Improvements
Snider to Wilkens – NEPA
Document Development**

DIRECT COSTS

Version:
Feb 2017

C-R-S

Consultant: WSP USA Inc
Agreement No. TBD
Modification No. Not Applicable
PID No. TBD
Proposal Date 12/2/2020

Task Description	Unit Cost:	Mileage	Hotel	Meals	Plots	Postage	Presentation Boards	Direct Cost 7	Direct Cost 8	Direct Cost 9	Total
AUTHORIZED TASKS:											
1 - Planning Phase											
		Units	Units	Units	Units	Units	Units	Units	Units	Units	\$
1.1 - Project Start-up											
1.1.A - Planning and Programming - NOT USED											\$0
1.1.B - STIP/TIP - NOT USED											\$0
1.1.C - Internal Meeting with Project Sponsor and ODOT staff											\$0
TOTAL 1.1 - Project Start-up		0	0	0	0	0	0	0	0	0	\$0
1.2 - Project Initiation Package - NOT USED											
TOTAL 1.2 - Project Initiation Package		0	0	0	0	0	0	0	0	0	\$0
1.3 - Existing Data, Research and Analysis - NOT USED											
TOTAL 1.3 - Existing Data, Research and Analysis		0	0	0	0	0	0	0	0	0	\$0
1.4 - Stakeholder Involvement and Public Involvement Plan											
1.4.A - Public Involvement Plan											\$0
TOTAL 1.4 - Stakeholder Involvement and Public Involvement Plan		0	0	0	0	0	0	0	0	0	\$0
1.5 - Project Management for Planning Phase											
1.5.A - Meetings					1						\$5
1.5.B - General Oversight											\$0
1.5.C - Project Set Up											\$0
1.5.D - Non Routine (Soft) Items											\$0
TOTAL 1.5 - Project Management for Planning Phase		0	0	0	1	0	0	0	0	0	\$5
1.6 - Limited Review - NOT USED											
1.6.A - QA/QC for Limited Review											\$0
TOTAL 1.6 - Limited Review		0	0	0	0	0	0	0	0	0	\$0
TOTAL 1- Planning Phase		0	0	0	1	0	0	0	0	0	\$5
2 - Preliminary Engineering Phase											
2.1 - Develop Preliminary Alternatives - NOT USED											
TOTAL 2.1 - Develop Preliminary Alternatives		0	0	0	0	0	0	0	0	0	\$0
2.2 - Perform Environmental Field Studies											
2.2.A - Property Owner Notification						70					\$39
2.2.B - Cultural Resources Scoping Request From											\$0
2.2.C - Ecological Survey Report		60									\$31
2.2.D - Regulated Materials Review Screening		60									\$31
2.2.E - Social and Economic Resources											\$0
2.2.F - 4(f) determinations											\$0
2.2.G - Noise Analysis - If Authorized											\$0
2.2.H - Noise Analysis - Public Involvement											\$0
2.2.I - Phase I Cultural Resource History/Architecture Survey, If Authorized											\$0
TOTAL 2.2 - Perform Environmental Field Studies		120	0	0	0	70	0	0	0	0	\$101
2.3 - AER Design to 2.5 - NOT USED											
2.6 - Public Involvement/Coordination											
2.6.A - Public Involvement / Coordination					100		3				\$650
TOTAL 2.6 - Public Involvement/Coordination		0	0	0	100	0	3	0	0	0	\$650
2.7 - Stage 1 Design - NOT USED											

**Fields Ertel Improvements
Snider to Wilkens – NEPA
Document Development**

DIRECT COSTS

Version:
Feb 2017

C-R-S

Consultant: WSP USA Inc
Agreement No. TBD
Modification No. Not Applicable
PID No. TBD
Proposal Date 12/2/2020

Task Description	Unit Cost:	Mileage	Hotel	Meals	Plots	Postage	Presentation Boards	Direct Cost 7	Direct Cost 8	Direct Cost 9	Total
2.8 - Project Management for Preliminary Engineering Phase											
2.8.A - Meetings											\$0
2.8.B - General Oversight											\$0
2.8.C - Project Set Up											\$0
2.8.D - Non Routine (Soft) Items											\$0
2.8.E - STBG App											\$0
TOTAL 2.8 - Project Management for Preliminary Engineering Phase		0	0	0	0	0	0	0	0	0	\$0
2.9 - Limited Review											
2.9.A - QA/QC for Limited Review											\$0
TOTAL 2.9 - Limited Review		0	0	0	0	0	0	0	0	0	\$0
Total - 2 Preliminary Engineering Phase		120	0	0	100	70	3	0	0	0	\$751

3 - Environmental Engineering Phase

3.1 - Environmental Field Studies and Refined Impacts											
3.1.A - Phase I Cultural Archaeological											\$0
3.1.B - Phase II Cultural Resource History/Architecture Survey											\$0
3.1.C - Section 4 (f) Determination											\$0
3.1.D - Regulated Materials Review Assessment											\$0
3.1.E - Farmland Studies											\$0
3.1.F - Secondary and Cumulative Review											\$0
3.1.G - Address NEPA Specific Environmental Justice Issues											\$0
3.1.H - Relocation Assistance Program Conceptual Survey											\$0
3.1.I - Biological Assessment for Federally Listed Species											\$0
3.1.J Not Used											\$0
3.1.K - Determine Right of Way Encroachments											\$0
3.1.L - Determine Potential Right of Way from Railway											\$0
3.1.M - Waterway Permit											\$0
3.1.N - Stream and Wetland Opportunities Inventory Report											\$0
3.1.O - Phase II Environmental Site Assessment											\$0
3.1.P - Air Quality Analyses											\$0
3.1.Q - Mussel Survey											\$0
3.1.R - FIS Analysis, Revisions, and Coordination											\$0
TOTAL 3.1 - Environmental Field Studies and Refined Impacts		0	0	0	0	0	0	0	0	0	\$0
3.2 - Stage 1 Value Engineering											
3.2.A - Value Engineering Study and Report											\$0
TOTAL 3.2 - Stage 1 Value Engineering		0	0	0	0	0	0	0	0	0	\$0
3.3 - Stage 2 to 3.4 - Not Used											
3.5 - Prepare Environmental Document											
3.5.A - Prepare Environmental Document											\$0
TOTAL 3.5 - Prepare Environmental Document		0	0	0	0	0	0	0	0	0	\$0
3.6 - Environmental Commitments and Plan Notes											
3.6.A - Environmental Commitment Plan Notes											\$0
TOTAL 3.6 - Environmental Commitments and Plan Notes		0	0	0	0	0	0	0	0	0	\$0
3.7 - Final Mitigation Plans Coordination - NOT USED											
TOTAL 3.7 - Final Mitigation Plans Coordination		0	0	0	0	0	0	0	0	0	\$0
3.8 - Prepare Cost Estimates and Revise Milestone - NOT USED											
TOTAL 3.8 - Prepare Cost Estimates and Revise Milestone		0	0	0	0	0	0	0	0	0	\$0

**Fields Ertel Improvements
Snider to Wilkens – NEPA
Document Development**

DIRECT COSTS

Version:
Feb 2017

C-R-S

Consultant: WSP USA Inc
Agreement No. TBD
Modification No. Not Applicable
PID No. TBD
Proposal Date 12/2/2020

Task Description	Unit Cost:	Mileage	Hotel	Meals	Plots	Postage	Presentation Boards	Direct Cost 7	Direct Cost 8	Direct Cost 9	Total
3.9 - Project Management for Environmental Engineering Phase											
3.9.A - Meetings											\$0
3.9.B - General Oversight											\$0
3.9.C - Project Set Up											\$0
3.9.D - Non Routine (Soft) Items											\$0
TOTAL 3.9 - Project Management for Environmental Engineering Phase		0	0	0	0	0	0	0	0	0	\$0
3.10 - Limited Review											
3.10.A - QA/QC for Limited Review											\$0
TOTAL 3.10 - Limited Review		0	0	0	0	0	0	0	0	0	\$0
Total - 3 Environmental Engineering Phase		0	0	0	0	0	0	0	0	0	\$0
TOTAL AUTHORIZED PARTS		120	0	0	101	70	3	0	0	0	\$756
IF-AUTHORIZED TASKS:											
2.2.G - Noise Analysis - If Authorized											\$0
2.2.I - Phase I Cultural Resource History/Architecture Survey, If Authorized		400		2							\$318
TOTAL IF-AUTHORIZED PARTS		\$400.00	0	2	0	0	0	0	0	0	\$318
GRAND TOTAL		520	0	2	101	70	3	0	0	0	\$1,074

SCOPE OF SERVICES



NEPA Document Development

The following scope of services is for the development of the environmental document for the Fields Ertel Road Improvements from Snider Road to Wilkens Boulevard in Warren and Hamilton counties, Ohio. Design activities for the project are completed under a separate scope of services.

Task Numbers below correspond to the Ohio Department of Transportation (ODOT) Task List downloaded from www.transportation.ohio.gov/wps/portal/gov/odot/working/pdp on 10/19/2020. Unless indicated below, deliverables and mapping will be submitted electronically on ODOT's EnviroNet online platform.

1 - Planning Phase

1.1 Project Start-up

1.1.A Planning & Programming to 1.1.B STIP/TIP

The Warren County Engineers Office (WCEO) and ODOT would coordinate for Planning & Programming and the Ohio Kentucky Indiana Regional Council of Governments (OKI) Transportation Improvement Program (TIP) amendments as needed prior to the submission and approval of the NEPA document. No activities to be completed by WSP for this task.

1.1.C Internal Meeting with Project Sponsor and ODOT staff

WSP will participate in one (1) teleconference call meeting for two (2) WSP staff for Project start-up.

1.2 Project Initiation Package

The study area and logical termini were previously defined within the Surface Transportation Block Grant (STBG) Application and 2016 Traffic Study Report (TSR). The study area and logical termini will be used for tasks related as part of Task 3.5.A. No activities to be completed by WSP for this task.

1.3 Existing Data, Research, and Analysis

1.3.C Traffic Data

Data from the previous 2016 TSR will be used to develop project Purpose and Need Statement. The Purpose and Need Statement will be developed on Environet and coordinated as part of Tasks 1.3.H and 3.5.A.

1.3.H Develop Purpose and Need

WSP will develop a brief Purpose and Need Statement using existing data and coordinated as part of Task 3.5.A.

1.4 Stakeholder Involvement and Public Involvement Plan

1.4.A Public Involvement Plan

WSP will coordinate with the WCEO to develop the stakeholder involvement and public involvement plan for up to twelve (12) hours of effort. The Public Involvement Plan will be uploaded to Environet.

1.5 Project Management for Planning Phase



1.5.A Meetings

WSP will participate in client team meetings (teleconference) up to 3 meetings during this phase of the project. No in-person team meetings are included in this task.

1.5.B General Oversight

This task includes general support to and coordination with the project team during the Planning Phase. WSP will provide general oversight for project elements within our scope at 2 hours per month for 3 months plus 2 hours for clerical support.

1.5.C Project Set Up

This task is not included in this scope of services.

1.6 Limited Review

This task is not included in this scope of services.

2 - Preliminary Engineering Phase

2.1 Develop Preliminary Alternatives

The 2016 TSR will be the baseline for alternatives incorporated into Task 3.5.A below. No activities to be completed by WSP for this task.

2.2 Perform Environmental Field Studies

2.2.A Project Notification Letters

WSP will prepare property owner notification letters with input from ODOT and the WCEO. The list of property owners within the study area will be developed using the current design plans. Upon approval, notification letters will be mailed no less than 48 hours prior to field crews conducting surveys. This scope assumes up to 70 letters will be prepared and mailed by WSP.

2.2.B Cultural Resources Scoping Request Form

To comply with Section 106 requirements, ODOT District 8 will prepare the Section 106 Scoping Request Form (SRF) for the Office of Environmental Services (OES). The SRF will be used to advise the on whether an additional level of cultural resources analysis is required for the project. See Task 2.2.I below. No activities to be completed by WSP for this task.

2.2.C Ecological Survey

For the Level I Ecological Survey, WSP will conduct a literature review of the study area. Information concerning streams, lakes, ponds, scenic rivers, aquatic life, Federal and State threatened and endangered species, wetland habitats, soils, nature preserves, parkland, public lands, and other known sensitive features as required by a Level I Ecological Survey.

A field reconnaissance would be conducted during the growing season of April 15 through October 15. The activities will be in accordance with the U.S. Army Corps of Engineers Wetland Delineation Manual of January 1987 and the August 2010 Midwest Regional Supplement Manual (Version 2.0). Identified streams will be described, including the flow regime, physical characteristics, habitat potential, and biological community present. The appropriate stream habitat assessment, either a Qualitative Habitat



Evaluation Index (QHEI) or Primary Headwater Habitat Evaluation Index (HHEI) will be completed for any identified streams located within the study area.

2.2.D Regulated Materials Review Screening

WSP will conduct a Regulated Materials Review (RMR) screening, following the ODOT, January 2019 RMR Manual, for the properties within the study area. The RMR Screening will be conducted to identifying potential regulation materials concerns on properties within/abutting or immediately upgradient of the Project Limits. The RMR Screening documentation that will be submitted to ODOT's EnviroNet website will include:

- RMR Screening Summary with Property Inventory
- Map(s) of Project Area
- Aerial Photographs
- Photograph Log and associated Photo Location Map (where applicable)
- ODOT Regulated Property Search Screening
- Regulatory File Reviews for properties with ROW or Deep Excavation and RM Concerns

Properties with potential regulated materials concerns will be identified for review and coordination by the ODOT District 8 to an RMR Assessment, RMR Investigation, or Plan Note.

In addition, based on project right of way requirements, properties with standing structures may require asbestos inspections prior to acquisition. For this scope of services, it is assumed that the WCEO will complete the necessary asbestos survey(s).

2.2.E Social and Economic Resources (Underserved Populations)

Underserved populations are present within the study area. The Underserved Populations tab in Environet will be completed. An Underserved Populations Impact Analysis Report is not anticipated for this project. Mapping will also be included showing the presence of underserved populations. Mapping will be completed according to ODOT guidance using the TIMS system.

2.2.F Section 4(f) Determinations

No Section 4(f) resources, included recreational or cultural resources properties, have been identified within the study area to date. If cultural resource surveys (Tasks 2.2.B and 2.2.I) identify resources which are protected under Section 4(f), a contract modification would be needed. No activities to be completed by WSP for this task.

2.2.G Noise Analysis

The project will involve adding a through lane along Fields Ertel Road. As a result, a Noise Analysis may be needed for the project. If authorized, the Consultant will conduct a Noise Analysis for the project. Based on the ODOT Fee Guidance Manual (December 2018 version), a low threshold level of effort is assumed.

2.2.H Noise Analysis – Public Involvement

Based on the nature of the study area, this task is not anticipated. WSP will provide additional scope and fee, if needed. No activities to be completed by WSP for this task.

2.2.I Phase I Cultural Resources History/Architecture Survey

Based on the Section 106 SRF review and guidance from ODOT-OES, WSP will conduct a Phase I Cultural Resources History/Architecture for the project, if authorized for up to 2 properties.



2.3 AER Design to 2.5 AER Submittal and Other Studies

These tasks are not included in this scope of services.

2.6 Public Involvement/Coordination

2.6.A Public Involvement

WSP will provide 1 staff to support and participate in 1 public meeting. This task assumes WSP will coordinate with WCEO and ODOT to identify and print up to 3 boards to be used at the public meeting. The WCEO will identify the location of the public meeting and advertise the public meeting. WSP will also develop project sign in sheets (up to 10 copies), and comment response forms (up to 50 copies) for the public. WSP will draft responses to public comments received for WCEO to finalize and send to the commenter. WSP assumes up to 10 responses. Additional responses may require a scope and fee modification.

2.7 Stage 1 Design

This task is not included in this scope of services.

2.8 Project Management for Preliminary Engineering Phase

2.8.A Project Management – Meetings

Assume attendance at two (2) project team meeting for the Preliminary Engineering. Meetings are anticipated to occur as conference calls.

2.8.B General Oversight

This task includes general support to and coordination with the project team related Preliminary Engineering.

2.8.E STBG App

This task includes support to prepare STBG Application.

3– Environmental Engineering Phase

3.1 Environmental Field Studies and Refined Impacts

3.1.A Phase I Cultural Archaeological

Based on the proposed project, this task is not anticipated or included in this scope of services.

3.1.B Phase II Cultural Resource History/Architecture Survey

Based on the proposed project, this task is not anticipated or included in this scope of services.

3.1.C Section 4 (f) Evaluation Determination

Based on the proposed project, this task is not anticipated or included in this scope of services.

3.1.D Regulated Materials Review Assessment

Based on the proposed project, this task is not anticipated or included in this scope of services.



3.1.E Farmland Studies

Based on 2010 Census Mapping, the project area is in an urbanized zone; agency coordination is not needed for this project. Project mapping depicting the 2010 Census data will be developed and documented on Environet.

3.1.F Indirect Effects and Cumulative Impacts (ICE) Analysis

ICE Analysis will be part of the NEPA document on Environet. No additional effort is anticipated or included in this scope of services.

3.1.G Address NEPA Specific Underserved Populations Concerns

Based on the results of Task 2.2.E, WSP will identify and address concerns as part of the NEPA document on Environet. No additional effort is anticipated or included in this scope of services.

3.1.H Relocation Assistance Program Conceptual Survey

Based on the proposed project, this task is not anticipated or included in this scope of services.

3.1.I Biological Assessment for Federally Listed Species

Based on the proposed project, this task is not anticipated or included in this scope of services.

3.1.K Determine Right of Way Encroachments

Right of Way encroachments have been determined and no additional effort is needed or included in this scope of services.

3.1.L Determine Potential Right of Way from Railway

Based on the proposed project, this task is not included in this scope of services.

3.1.M Waterway Permits

3.1.M.A Waterway Permit Determination Request

WSP will prepare a Waterway Permit Determination package based upon the results of the Level 1 Ecological Survey.

3.1.M.B Prepare Waterway Permit Applications

For this scope of services, it is assumed that the project qualifies for a Nationwide Permit (NWP) 14 for Linear Transportation Projects requiring a pre-construction notification packet. As such, the project would not impact greater than 0.3-acre of wetlands, however, compensatory mitigation would be required for impacts greater than 0.1 acre. The PCN packet will include:

- Department of the Army Nationwide Permit Application (ENG FORM 4345). Property owner information provided by the others from project plan sheets.
- Project Impacts by Site, including: Impact Description, Site Data Forms, Photos and Aerial Maps of disturbed Wetland/Channel Areas, based on the Wetland and Waters of the US Delineation Letter Report
- Resource Agency Correspondence
- Wetland and Waters of the US Delineation Letter Report
- Proof of Compensatory Mitigation, if impacts are greater than 0.1 acre. Provided by others.



3.1.N Stream and Wetland Opportunities Inventory Report

Based on the proposed project, this task is not anticipated or included in this scope of services.

3.1.O Regulated Materials Review Investigation

Based on the proposed project, this task is not anticipated or included in this scope of services.

3.1.P Air Quality Analyses

WSP will follow ODOT's Air Quality Flow charts. Based on the project, it is assumed that only a Quantitative MSAT analysis is needed for the project.

3.1.Q Mussel Survey

Based on the proposed project, this task is not anticipated or included in this scope of services.

3.1.R FIS Analysis, Revisions, and Coordination

Based on the proposed project, this task is not anticipated or included in this scope of services.

3.2 Stage 1 Value Engineering

This task is not included in this scope of services.

3.3 to 3.4 Stage 2

These tasks are not included in this scope of services.

3.5 Prepare Environmental Document

3.5.A Prepare Environmental Document

Based on the project, at this time, it is anticipated that a D1 NEPA document will be prepared. WSP will incorporate the Purpose and Need statement, alternatives considered in the project development process, and information and results of the technical studies into the CE. Public involvement and agency coordination activities will be summarized in the CE. Where appropriate, proposed and/or potential mitigation measures will be discussed. Environmental commitments will be included as part of the CE.

As a part of the CE, tables and figures will be developed to illustrate and explain the project area characteristics, alternatives, location of impacts and comparison of impacts.

WSP will produce the draft of the CE and provide an internal quality review prior to submission for the WCEO and ODOT for initial review. Up to 2 drafts are anticipated prior to finalizing the document for ODOT approval.

3.6 Environmental Commitments and Plan Notes

3.6.A Environmental Commitment Plan Notes

WSP will develop plan notes based upon commitments identified as part of Task 3.5A.

3.7 Final Mitigation Plans Coordination

This task is not included in this scope of services.

3.8 Prepare Cost Estimates and Revise Milestones

This task is not included in this scope of services.



3.9 Project Management for Environmental Engineering Phase

3.9.A Project Management – Meetings

Assume attendance at two (2) project team meeting during Engineering Phase. Meetings are anticipated to occur as conference calls.

3.9.B General Oversight

This task includes general support to and coordination with the project team related to the Engineering Phase.

3.10 Limited Review

This task is not included in this scope of services.

4- Final Engineering and R/W Phase

This phase is not included in this scope of services.

5 – Construction Phase

This phase is not included in this scope of services.



312 Elm Street
Suite 2500
Cincinnati, Ohio 45202
Main: 513-639-2120
Fax: 513-421-1040

www.wsp.com

February 3, 2021

Mr. Neil F. Tunison, P.E., P.S.
Warren County Engineer
210 West Main Street
Lebanon, Ohio 45036
Attn: Daniel J. Corey, P.E., S.I., Assistant County Engineer

Re: Proposal for Consulting Services
Fields Ertel Road between Snider Road and Wilkens Boulevard
Additional Design Support for Phase B

Dear Mr. Tunison:

On behalf of WSP USA Inc. ("WSP"), I am pleased to submit this Price Proposal for additional design services as part of the Phase B Fields Ertel Road Improvements from Snider Road to Wilkens Boulevard in Warren and Hamilton counties, Ohio.

We propose additional contract amount of \$180,751 (fixed fee \$ 19,335). The proposal does not include any additional scope of work by subconsultants as their work will be performed under the If-Authorized tasks that was previously authorized.

Thank you for the opportunity to be of service. If you have any questions, or require additional information, please let me know.

Sincerely,

WSP USA Inc.

A handwritten signature in black ink that reads "Robert A. Hans". The signature is written in a cursive, flowing style.

Robert A. Hans, PE
Assistant Vice President
Cincinnati Market Leader

Enclosure

Table of Contents

	<u>Page</u>
Summary of Costs	2
Proposal Cost Summary	3
Proposed Labor Summary	5
WSP – Design Scope of Work	7

SUMMARY OF COSTS

C-R-S	Fields Ertel Road Phase B Additional Design Support
Consultant:	WSP USA Inc.
Agreement No.	29077
Modification No.	2
PID No.	0
Proposal Date	2/3/2021

Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
AUTHORIZED TASKS:								
Planning Phase								
\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Preliminary Engineering Phase								
\$60.51	774	\$46,832	\$63,036	\$188	\$0	\$0	\$13,184	\$123,240
Environmental Engineering Phase								
\$46.35	352	\$16,316	\$21,962	\$65	\$0	\$0	\$4,594	\$42,937
Final Engineering Phase								
\$46.94	118	\$5,539	\$7,458	\$22	\$0	\$0	\$1,557	\$14,574
Construction Engineering Phase								
\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL AUTHORIZED TASKS								
\$55.21	1244	\$68,687	\$92,454	\$275	\$0	\$0	\$19,335	\$180,751
IF-AUTHORIZED TASKS:								
Planning Phase								
Preliminary Engineering Phase								
\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Environmental Engineering Phase								
\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Final Engineering Phase								
\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction Engineering Phase								
\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL IF-AUTHORIZED TASKS								
\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GRAND TOTAL								
	1244	\$68,687	\$92,454	\$275	\$0	\$0	\$19,335	\$180,751

C-R-S
Fields Ertel Road Phase B
Additional Design Support

PROPOSAL COST SUMMARY

Version:
Feb 2017

Consultant: WSP USA Inc.
 Agreement No. 29077
 Modification No. 2
 PID No. 0
 Proposal Date 2/3/2021

Consultant Overhead Rate: 134.60%
 Consultant Overhead Rate: 134.60%
 Cost of Money: 0.40%
 Net Fee Percentage: 12%

Task Description	Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
AUTHORIZED TASKS:									
2 - Preliminary Engineering Phase									
2.6 - Public Involvement/Coordination									
2.6.A - Public Involvement / Coordination	\$64.12	108	\$6,925	\$9,321	\$28	\$0	\$0	\$1,950	\$18,224
TOTAL 2.6 - Public Involvement/Coordination	\$64.12	108	\$6,925	\$9,321	\$28	\$0	\$0	\$1,950	\$18,224
2.7 - Stage 1 Design									
2.7.A - Roadway									
2.7.A.H - Plan and Profile - Wilkens Blvd	\$58.80	20	\$1,176	\$1,583	\$5	\$0	\$0	\$331	\$3,095
2.7.E - Retaining Wall Plans									
2.7.E.A - Retaining Wall Plans - Wall 5 Geotech Design	\$52.28	162	\$8,469	\$11,399	\$34	\$0	\$0	\$2,384	\$22,286
2.7.E.B - Retaining Wall Plans - Structural Design and Detailing	\$57.09	396	\$22,609	\$30,432	\$90	\$0	\$0	\$6,365	\$59,496
TOTAL 2.7 - Stage 1 Design	\$55.80	578	\$32,254	\$43,414	\$129	\$0	\$0	\$9,080	\$84,877
2.8 - Project Management for Preliminary Engineering Phase									
2.8.B - General Oversight	\$86.97	88	\$7,653	\$10,301	\$31	\$0	\$0	\$2,154	\$20,139
TOTAL 2.8 - Project Management for Preliminary Engineering Phase	\$86.97	88	\$7,653	\$10,301	\$31	\$0	\$0	\$2,154	\$20,139
Total - 2 Preliminary Engineering Phase	\$60.51	774	\$46,832	\$63,036	\$188	\$0	\$0	\$13,184	\$123,240
3 - Environmental Engineering Phase									
3.3 - Stage2									
3.3.A - Roadway									
3.3.A.D - Typical Sections	\$57.89	9	\$521	\$701	\$2	\$0	\$0	\$147	\$1,371
3.3.A.G - Plan and Profile - Wilkens	\$56.81	26	\$1,477	\$1,988	\$6	\$0	\$0	\$416	\$3,887
3.3.A.H - Cross Sections	\$45.06	16	\$721	\$970	\$3	\$0	\$0	\$203	\$1,897
3.3.A.I - Intersection Details	\$49.25	20	\$985	\$1,326	\$4	\$0	\$0	\$277	\$2,592
3.3.B - Drainage									
3.3.B.A - Storm Sewer Profiles	\$46.85	41	\$1,921	\$2,586	\$8	\$0	\$0	\$541	\$5,056
3.3.B.G - LOMR-CLOMR Doc	\$49.39	80	\$3,951	\$5,318	\$16	\$0	\$0	\$1,112	\$10,397
3.3.C - Traffic Control									
3.3.C.A - Pavement Marking Plan	\$44.44	9	\$400	\$538	\$2	\$0	\$0	\$113	\$1,053
3.3.C.B - Signing Plan	\$43.77	13	\$569	\$766	\$2	\$0	\$0	\$160	\$1,497
3.3.D - Signals & ITS									
3.3.D.A - Signal Plan Sheets	\$36.12	51	\$1,842	\$2,479	\$7	\$0	\$0	\$519	\$4,847
3.3.D.B - Interconnect Details	\$41.53	15	\$623	\$839	\$2	\$0	\$0	\$175	\$1,639
3.3.D.C - Systems Engineering Analysis	\$53.94	16	\$863	\$1,162	\$3	\$0	\$0	\$243	\$2,271
3.3.E - Maintenance of Traffic									
3.3.E.G - Temporary Signal Details (Modification of Existing or Proposed Signal)									
3.3.E.G.1 - Temporary Signal Details (Modification of Existing or Proposed Signal) - Adjustments of Heads, Timing & Detection									
3.3.E.G.1 - Temporary Signal Details (Modification of Existing or Proposed Signal) - Adjustments of Heads, Timing & Detection	\$41.88	40	\$1,675	\$2,255	\$7	\$0	\$0	\$472	\$4,409
3.3.E.G.2 - Temporary Signal Details (Modification of Existing or Proposed Signal) - Temporary Pole Placement									
3.3.E.G.2 - Temporary Signal Details (Modification of Existing or Proposed Signal) - Temporary Pole Placement	\$41.75	8	\$334	\$450	\$1	\$0	\$0	\$94	\$879
TOTAL 3.3 - Stage2	\$46.17	344	\$15,882	\$21,378	\$63	\$0	\$0	\$4,472	\$41,795
3.4 - Right of Way Plans									
3.4.C - Final Right of Way Plans									
3.4.C.E - Temporary R/W Staking	\$54.25	8	\$434	\$584	\$2	\$0	\$0	\$122	\$1,142
TOTAL 3.4 - Right of Way Plans	\$54.25	8	\$434	\$584	\$2	\$0	\$0	\$122	\$1,142
Total - 3 Environmental Engineering Phase	\$46.35	352	\$16,316	\$21,962	\$65	\$0	\$0	\$4,594	\$42,937

C-R-S

**Fields Ertel Road Phase B
Additional Design Support**

PROPOSAL COST SUMMARY

Version:
Feb 2017

Consultant: WSP USA Inc.
Agreement No. 29077
Modification No. 2
PID No. 0
Proposal Date 2/3/2021

Consultant Overhead Rate: 134.60%
Consultant Overhead Rate: 134.60%
Cost of Money: 0.40%
Net Fee Percentage: 12%

Task Description	Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
4 - Final Engineering and R/W Phase									
4.2 - Stage 3 Detailed Design Plans									
4.2.A - Quantities and Notes									
4.2.A.A - Pavement Subsummary	\$36.00	2	\$72	\$97	\$0	\$0	\$0	\$20	\$189
4.2.A.B - Drainage Subsummary	\$36.00	2	\$72	\$97	\$0	\$0	\$0	\$20	\$189
4.2.A.C - Roadway Subsummary	\$36.00	2	\$72	\$97	\$0	\$0	\$0	\$20	\$189
4.2.A.E - Maintenance of Traffic Subsummary	\$36.00	2	\$72	\$97	\$0	\$0	\$0	\$20	\$189
4.2.A.F - Pavement Marking Subsummary	\$36.00	2	\$72	\$97	\$0	\$0	\$0	\$20	\$189
4.2.A.G - Signaling Subsummary	\$36.00	2	\$72	\$97	\$0	\$0	\$0	\$20	\$189
4.2.A.H - Signal Subsummary	\$37.13	32	\$1,188	\$1,599	\$5	\$0	\$0	\$334	\$3,126
4.2.A.J - Retaining Wall Subsummary	\$45.00	4	\$180	\$242	\$1	\$0	\$0	\$51	\$474
4.2.B - Traffic Signal Plans & ITS Plans									
4.2.B.A - Wiring diagram & pole orientation	\$50.81	21	\$1,067	\$1,436	\$4	\$0	\$0	\$300	\$2,807
4.2.B.B - Timing Chart	\$37.41	17	\$636	\$856	\$3	\$0	\$0	\$179	\$1,674
4.2.B.C - Elevation Views of Mast Arm Poles	\$40.73	11	\$448	\$603	\$2	\$0	\$0	\$126	\$1,179
4.2.B.D - Traffic Signal Signs	\$39.20	5	\$196	\$264	\$1	\$0	\$0	\$55	\$516
TOTAL 4.2 - Stage 3 Detailed Design Plans	\$40.66	102	\$4,147	\$5,582	\$16	\$0	\$0	\$1,165	\$10,910
4.5 - Project Management for Final Engineering and Right of Way									
4.5.B - General Oversight	\$87.00	16	\$1,392	\$1,874	\$6	\$0	\$0	\$392	\$3,664
TOTAL 4.5 - Project Management for Final Engineering and Right of Way Phase	\$87.00	16	\$1,392	\$1,874	\$6	\$0	\$0	\$392	\$3,664
TOTAL - Final Engineering Phase	\$46.94	118	\$5,539	\$7,456	\$22	\$0	\$0	\$1,557	\$14,574
TOTAL AUTHORIZED PARTS	\$55.21	1244	\$68,687	\$92,454	\$275	\$0	\$0	\$19,335	\$180,751
GRAND TOTAL	\$55.21	1244	\$68,687	\$92,454	\$275	\$0	\$0	\$19,335	\$180,751

C-R-S
Fields Ertel Road Phase B
Additional Design Support

PROPOSAL LABOR SUMMARY

Version:
Feb 2017

Consultant: WSP USA Inc.
Agreement No. 29077
Modification No. 2
PID No.
Proposal Date 2/3/2021

Task Description	Principal	Project Manager	Sr Engineer	Engineer	Sr Tech	Tech	Proj Acct/ Clerical	Total	
	\$91.64	\$86.97	\$65.17	\$42.41	\$49.42	\$29.20	\$38.32	Hours	Cost
AUTHORIZED TASKS:									
2 - Preliminary Engineering Phase									
2.6 - Public Involvement/Coordination									
2.6.A - Public Involvement / Coordination		32	52			24		108	\$6,925
TOTAL 2.6 - Public Involvement/Coordination	0	32	52	0	0	24	0	108	\$6,925
2.7 - Stage 1 Design									
2.7.A - Roadway									
2.7.A.H - Plan and Profile - Wilkens Blvd			16			4		20	\$1,176
2.7.E - Retaining Wall Plans									
2.7.E.A - Retaining Wall Plans - Wall 5 Geotech Design	4	24	14	120				162	\$8,469
2.7.E.B - Retaining Wall Plans - Structural Design and Detailing	4	56	96	120	120			396	\$22,609
TOTAL 2.7 - Stage 1 Design	8	80	126	240	120	4	0	578	\$32,254
2.8 - Project Management for Preliminary Engineering Phase									
2.8.B - General Oversight		88						88	\$7,653
TOTAL 2.8 - Project Management for Preliminary Engineering Phase	0	88	0	0	0	0	0	88	\$7,653
Total - 2 Preliminary Engineering Phase	8	200	178	240	120	28	0	774	\$46,832
3 - Environmental Engineering Phase									
3.3 - Stage2									
3.3.A - Roadway									
3.3.A.D - Typical Sections		1	4	4				9	\$521
3.3.A.G - Plan and Profile - Wilkens		2	12	12				26	\$1,477
3.3.A.H - Cross Sections			4	8		4		16	\$721
3.3.A.I - Intersection Details			8	8		4		20	\$985
3.3.B - Drainage									
3.3.B.A - Storm Sewer Profiles		1	8	28		4		41	\$1,921
3.3.B.G - LOMR-CLOMR Doc		4	16	60				80	\$3,951
3.3.C - Traffic Control									
3.3.C.A - Pavement Marking Plan		1		6		2		9	\$400
3.3.C.B - Signing Plan		1		10		2		13	\$569
3.3.D - Signals & ITS									
3.3.D.A - Signal Plan Sheets		2	5	4		40		51	\$1,842
3.3.D.B - Interconnect Details		1	2	4		8		15	\$623
3.3.D.C - Systems Engineering Analysis		1	7	6		2		16	\$863
3.3.E - Maintenance of Traffic									
3.3.E.G - Temporary Signal Details (Modification of Existing or Proposed Signal)									
3.3.E.G.1 - Temporary Signal Details (Modification of Existing or Proposed Signal) - Adjustments of Heads, Timing & Detection			8	16		16		40	\$1,675
3.3.E.G.2 - Temporary Signal Details (Modification of Existing or Proposed Signal) - Temporary Pole Placement			2	2		4		8	\$334
TOTAL 3.3 - Stage2	0	14	76	168	0	86	0	344	\$15,882
3.4 - Right of Way Plans									
3.4.C - Final Right of Way Plans									
3.4.C.E - Temporary RW Staking			4	4				8	\$434
TOTAL 3.4 - Right of Way Plans	0	0	4	4	0	0	0	8	\$434
Total - 3 Environmental Engineering Phase	0	14	80	172	0	86	0	352	\$16,316

C-R-S **Fields Ertel Road Phase B**
Additional Design Support

PROPOSAL LABOR SUMMARY

Version:
Feb 2017

Consultant: WSP USA Inc.
Agreement No. 29077
Modification No. 2
PID No.
Proposal Date 2/3/2021

Task Description	Principal	Project	Sr	Engineer	Sr Tech	Tech	Proj Acct/ Clerical	Total	
	\$91.64	\$86.97	\$66.17	\$42.41	\$49.42	\$29.20	\$38.32	Hours	Cost
4 - Final Engineering and R/W Phase									
4.2 - Stage 3 Detailed Design Plans									
4.2.A - Quantities and Notes									
4.2.A.A - Pavement Subsummary				1		1		2	\$72
4.2.A.B - Drainage Subsummary				1		1		2	\$72
4.2.A.C - Roadway Subsummary				1		1		2	\$72
4.2.A.E - Maintenance of Traffic Subsummary				1		1		2	\$72
4.2.A.F - Pavement Marking Subsummary				1		1		2	\$72
4.2.A.G - Signing Subsummary				1		1		2	\$72
4.2.A.H - Signal Subsummary			4	8		20		32	\$1,168
4.2.A.J - Retaining Wall Subsummary			1	2		1		4	\$180
4.2.B - Traffic Signal Plans & ITS Plans									
4.2.B.A - Wiring diagram & pole orientation		2	7	6		6		21	\$1,067
4.2.B.B - Timing Chart			2	5		10		17	\$636
4.2.B.C - Elevation Views of Mast Arm Poles			2	4		5		11	\$448
4.2.B.D - Traffic Signal Signs			1	1		3		5	\$196
TOTAL 4.2 - Stage 3 Detailed Design Plans	0	2	17	32	0	51	0	102	\$4,147
4.5 - Project Management for Final Engineering and Right of Way									
4.5.B - General Oversight									
		16						16	\$1,392
TOTAL 4.5 - Project Management for Final Engineering and Right of Way Phase	0	16	0	0	0	0	0	16	\$1,392
TOTAL - Final Engineering Phase	0	18	17	32	0	51	0	118	\$5,539
TOTAL AUTHORIZED PARTS	8	232	275	444	120	165	0	1244	\$68,687
GRAND TOTAL	8	232	275	444	120	165	0	1244	\$68,687

Design Scope of Work

C-R-S		Fields Ertel Road Phase B Additional Design Support			
Consultant:	WSP USA Inc.				
Agreement No.	29077				
Modification No.	2				
PID No.	0				
Proposal Date	2/3/2021				
Task Description	Consultant	Warren/Hamilton County	LPA	if-Authorized	Narrative
2.3 - AER Design					
2.6 - Public Involvement/Coordination					
2.6.A - Public Involvement / Coordination	X				Hours already performed work on developing exhibits for property owners, concept alternatives for Wilkens Blvd design changes, exhibits for retaining walls beyond what was scoped.
2.7 - Stage 1 Design					
2.7.A - Roadway					
2.7.A.H - Plan and Profile - Wilkens Blvd.	X				Hours already performed for the redesign of the Wilkens Blvd and the intersection at Fields Ertel and Passport based on revised Wilkens cross section and project limits, includes truck turning templates design analysis.
2.7.E - Retaining Wall Plans					
2.7.E.A - Retaining Wall Plans - Wall 5 Geotech Design	X				Geotechnical Design of WCEO Wall #5 as a tied back lagging wall with a reinforced concrete facing. The soil properties in this area are poor and not conducive to the previously proposed lagging wall. This will include the soil structure interaction design and the specifications for the soil anchors. Previous borings will be used for design of wall and anchors.
2.7.E.B - Retaining Wall Plans - Structural Design and Detailing	X				Structural Design and Detailing of WCEO Wall #5 as a tied back lagging wall with a reinforced concrete facing. The soil properties in this area are poor and not conducive to the previously proposed lagging wall. This includes the structural design of wall components and the completion of plans for the proposed retaining wall.
2.8 - Project Management for Preliminary Engineering Phase					
2.8.B - General Oversight	X				Additional hours to cover additional management effort for project coordination due to design changes along Wilkens and retaining walls.
3.3 - Stage2					
3.3.A - Roadway					
3.3.A.D - Typical Sections	X				Typical sections updates per revised Wilkens configuration
3.3.A.G - Plan and profile - Wilkens	X				Update plan and profile for Wilkens based on revised configuration
3.3.A.H - Cross Sections	X				Revised and additional cross sections based on revised Wilkens configuration
3.3.A.I - Intersection Details	X				Intersection at Wilkens and Passport and updates to Wilkens and Fields Ertel.
3.3.B - Drainage					
3.3.B.A - Storm Sewer Profiles	X				Additional design required for revised Wilkens configuration
3.3.B.G - LOMR-CLOMR Doc	X				Additional design effort to finalize LOMR-CLOMR submittal to address any review comments
3.3.C - Traffic Control					
3.3.C.A - Pavement Marking Plan	X				14 plan sheets x 7 Hours = 98 Hours
3.3.C.B - Signing Plan	X				14 plan sheets x 8 Hours = 112 Hours
3.3.D - Signals & ITS					
3.3.D.A - Signal Plan Sheets	X				Signal plan sheets 1 Intersection = 51 Hours
3.3.D.B - Interconnect Details	X				Interconnect plan sheets = 15 Hours
3.3.D.C - Systems Engineering Analysis	X				Analysis = 16 Hours
3.3.E - Maintenance of Traffic					
3.3.E.G - Temporary Signal Details (Modification of Existing or Proposed Signal)					
3.3.E.G.1 - Temporary Signal Details (Modification of Existing or Proposed Signal) – Adjustments of Heads, Timing & Detection	X				Adjustment of heads, timing and detection. 1 signal x 2 phases x 20 hours = 40 hours
3.3.E.G.2 - Temporary Signal Details (Modification of Existing or Proposed Signal) - Temporary Pole Placement	X				1 signal x 8 hours = 8 hours
3.4 - Right of Way Plans					
3.4.C - Final Right of Way Plans					
3.4.C.E - Temporary R/W Staking	X				Coordination efforts for the Fette property and retaining wall
4.2 - Stage 3 Detailed Design Plans					
4.2.A - Quantities and Notes					
4.2.A.A - Pavement Subsummary	X				Additional efforts for Wilkens configuration and extended project length
4.2.A.B - Drainage Subsummary	X				Additional efforts for Wilkens configuration and extended project length
4.2.A.C - Roadway Subsummary	X				Additional efforts for Wilkens configuration and extended project length
4.2.A.E - Maintenance of Traffic Subsummary	X				Additional efforts for Wilkens configuration and extended project length
4.2.A.F - Pavement Marking Subsummary	X				Additional efforts for Wilkens configuration and extended project length
4.2.A.G - Signing Subsummary	X				Additional efforts for Wilkens configuration and extended project length
4.2.A.H - Signal Subsummary	X				Prepare Subsummary 1 signal x 32 Hours = 32 Hours
4.2.A.J - Retaining Wall Subsummary	X				Added hours for Wall 5 complexity
4.2.B - Traffic Signal Plans & ITS Plans					
4.2.B.A - Wiring diagram & pole orientation	X				1 signal x 21 Hours = 21 Hours
4.2.B.B - Timing Chart	X				1 signal x 17 Hours = 17 Hours
4.2.B.C - Elevation Views of Mast Arm Poles	X				1 signal x 11 Hours = 11 Hours
4.2.B.D - Traffic Signal Signs	X				2 signs x 5 Hours = 10 Hours
4.5 - Project Management for Final Engineering and Right of Way					
4.5.B - General Oversight	X				Additional efforts for Wilkens configuration and extended project length

Resolution

Number 21-1827

Adopted Date December 21, 2021

ACKNOWLEDGE APPROVAL OF FINANCIAL TRANSACTIONS

WHEREAS, pursuant to Resolutions #10-0948 and #16-1936, this Board authorized approval of necessary financial documents in their absence by the County Administrator, Deputy County Administrator, or Clerk of Commissioners; and

WHEREAS, it is necessary to approve appropriation adjustments in order to make timely payments; and

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

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor
Appropriation Adjustment file
OMB (file)
Board of Elections (file)

APPROVE APPROPRIATION ADJUSTMENT WITHIN WORKERS COMPENSATION
FUND 6636

BE IT RESOLVED, to approve the following appropriation adjustment:

\$30,000.00	from	#66360110-5410	(Workers Comp – Contracts BOCC Approved)
\$ 763.58	from	#66360110-5830	(Workers Comp – Workers Compensation)
\$10,000.00	from	#66360110-5927	(Workers Comp – Lost Time Claims)
\$15,000.00	from	#66360110-5932	(Workers Comp – Medical/Rx Claims)
\$55,763.58	into	#66360110-5400	(Workers Comp – Purchased Services)

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

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

Resolution adopted this day of December 2021.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

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

Tina Osborne

to the ratified 12-21-21

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE COMMISSIONERS
GENERAL FUND 11011110

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 1,000.00 from #11011110-5910 (General BOCC – Other Expense)
\$ 1,000.00 into #11011110-5911 (Non-Taxable Meal Fringe)

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

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

Resolution adopted this day of December 2021.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

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

T Zundel

to be ratified 12-21-21

APPROVE APPROPRIATION ADJUSTMENTS FROM BOARD OF ELECTIONS FUND
#11011300 TO #11011300

BE IT RESOLVED, to approve the following appropriation adjustments:

\$2,000 from #11011300-5102 (Salaries)
 into #11011300-5811 (PERS)

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

M
M
M

Resolution adopted this day of December 2021

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

Appropriations adj

cc: Auditor_____
Appropriation Adj. file
Board of Elections (file)
OMB

Tina Osborne
to the nature of 12-21-21

Resolution

Number 21-1828

Adopted Date December 21, 2021

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 12/14/21, 12/16/21, and 12/21/21 as attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 21-1829

Adopted Date December 21, 2021

APPROVE BOND RELEASE FOR M/I HOMES OF CINCINNATI, LLC FOR COMPLETION OF IMPROVEMENTS IN RIVERCREST, SECTIONS 4-6 SITUATED IN HAMILTON TOWNSHIP

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

EROSION CONTROL PERFORMANCE BOND RELEASE


Bond Number	:	N/A
Development	:	Rivercrest, Section 4-6
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Hamilton
Amount	:	\$23,242.39
Surety Company	:	The Hanover Insurance Company (1053834)

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 21-1830

Adopted Date December 21, 2021

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH MARONDA HOMES OF CINCINNATI, LLC FOR PROVIDENCE, SECTION THIRTEEN SITUATED IN HAMILTON TOWNSHIP

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

RELEASE

Bond Number	:	20-004 (W/S)
Development	:	Providence, Section Thirteen
Developer	:	Maronda Homes of Cincinnati, LLC
Township	:	Hamilton
Amount	:	\$12,763.95
Surety Company	:	Atlantic Specialty Insurance Company (800036015)

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Maronda Homes of Cincinnati, LLC; 4710 Interstate Dr., Suite T, Cincinnati, OH 45246
Atlantic Specialty Ins. Co., 605 Highway 169 North, Suite 800, Plymouth MN 55441
Water/Sewer (file)
Bond Agreement file

Resolution

Number 21-1831

Adopted Date December 21, 2021

APPROVE VARIOUS RECORD PLATS

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

- Brewer Road Right of Way Dedication – Deerfield Township

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 21-1832

Adopted Date December 21, 2021

APPROVE REPAYMENT OF CASH ADVANCE FROM PARKS FUND 9938 INTO
GENERAL FUND #1101

BE IT RESOLVED, to approve the following repayment of cash advance:

\$410,250.00 from #9938-45556 99387500-AAEXPENSE (Parks – Advance of Cash Out)
into #1101-45555 (General Fund – Advance of Cash In)

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Cash Advance file
Park District (file)
OMB

Resolution

Number 21-1833

Adopted Date December 21, 2021

APPROVE APPROPRIATION DECREASES AND ACCEPT AN AMENDED CERTIFICATE WITHIN WATER CONSTRUCTION PROJECT FUND 5583 AND SEWER CONSTRUCTION PROJECT FUND 5575

WHEREAS, the Water and Sewer Department has been approved for appropriations in Water Construction Project Fund 5583 and Sewer Construction Project Fund 5575 in the 2021 budget process; and

WHEREAS, due to change orders and projects delayed until 2022, the appropriations and revenue will not be necessary for the 2021 calendar year; and

WHEREAS, the anticipated revenue for Fund 5583 Water Construction Projects fund has decreased by \$1,763,618.63; and

WHEREAS, the anticipated revenue for Fund 5575 Sewer Construction Projects fund has decreased by \$7,303,334.65; and

NOW THEREFORE BE IT RESOLVED, to accept an Amended Certificate from Warren County Budget Commission for Funds 5583 and 5575; and

BE IT FURTHER RESOLVED, to approve the following appropriation decreases:

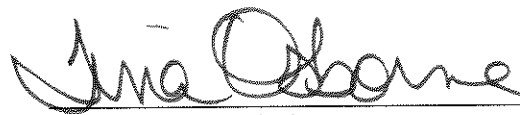
\$	7,028,292.51	from	55753300-5320	(Capital Purchases)
\$	274,500.00	from	55753300-5410	(Contracts BOCC Approved)
\$	1,655,657.74	from	55833200-5320	(Capital Purchases)
\$	106,700.00	from	55833200-5410	(Contracts BOCC Approved)

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: Auditor ✓
Water/Sewer (file)
OMB

Appropriation Decrease file
Amended Cert. file

Resolution

Number 21-1834

Adopted Date December 21, 2021

ACCEPT AMENDED CERTIFICATE FOR FUNDS 2203, 2209, 2238, 2247, 2251, 2254, 2258, 2261, 2265, 2267, 2288, 2293, 6619 AND 6650

WHEREAS, the anticipated revenue for Fund 2203 Human Services fund has decreased by \$450,000.00; and

WHEREAS, the anticipated revenue for Fund 2209 BOE Elections Security Grant fund has decreased by \$129.49; and

WHEREAS, the anticipated revenue for Fund 2238 Workforce Investment Board fund has decreased by \$1,038,981.75; and

WHEREAS, the anticipated revenue for Fund 2247 Felony Delinquent Care/Custody fund 2247 has decreased by \$289,657.91; and

WHEREAS, the anticipated revenue for Fund 2251 COAP Grant fund has decreased by \$420,010.28; and

WHEREAS, the anticipated revenue for Fund 2254 CCMEP/TANF fund has decreased by \$405,398.16 and

WHEREAS, the anticipated revenue for Fund 2258 Workforce Investment Act fund has decreased by \$174,788.28; and

WHEREAS, the anticipated revenue for Fund 2261 Pass Through Grants fund has decreased by \$30,062.43; and

WHEREAS, the anticipated revenue for Fund 2265 Community Development has decreased by \$159,698.30; and

WHEREAS, the anticipated revenue for Fund 2267 LOEB Foundation Grant fund has decreased by \$15,000.00; and

WHEREAS, the anticipated revenue for Fund 2288 Comm Based Corrections Donations fund has decreased by \$10,000.00; and

WHEREAS, the anticipated revenue for Fund 2293 Sheriff's Grant fund has decreased by \$87,950.00

WHEREAS, the anticipated revenue for fund 6619 Vehicle Maintenance fund 6619 has decreased by \$229,828.68; and

WHEREAS, the anticipated revenue for fund 6650 Gasoline Rotary fund has decreased by \$30,000.00.

RESOLUTION #21-1834
DECEMBER 21, 2021
PAGE 2

NOW THEREFORE BE IT RESOLVED, to accept the Amended Certificate for Funds 2203, 2209, 2238, 2247, 2251, 2254, 2258, 2261, 2265, 2267, 2288, 2293, 6619 and 6650.

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS

A handwritten signature in black ink that reads "Tina Osborne". The signature is written in a cursive style and is positioned above a horizontal line.

Tina Osborne, Clerk

cc: Auditor (B. Quillen)
Amended Certificate file
Human Services (file)
Board of Elections (file)
Workforce Investment Board (file)
OGA (file)
Common Pleas (file)
Sheriff (file)
Garage (file)
Facilities Management (file)

Resolution

Number 21-1835

Adopted Date December 21, 2021

APPROVE OPERATIONAL TRANSFERS OF INTEREST EARNINGS FROM COMMISSIONERS FUND #11011112 INTO WATER FUNDS #5510, #5583, SEWER FUNDS #5580, AND #5575

WHEREAS, pursuant to Resolution #90-502, adopted May 3, 1990, and amended by Resolution #18-1854, adopted November 27, 2018, relative to the transfer of interest earned by the County on revenues earned on various funds held by the County to the benefit of the Water and Sewer system; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfers of interest earnings for the period of November 2021:

\$ 15,483.45	from	#11011112 5997	(Operational Transfers)
	into	#5510 44100 55103200 AAREVENUE	(Water Revenue - Interest Earnings)
\$ 613.70	from	#11011112 5997	(Operating Transfers)
	into	#5575 44100 55753300 AAREVENUE	(Sewer Construction Project – Interest Earnings)
\$ 15,644.80	from	#11011112 5997	(Operational Transfers)
	into	#5580 44100 55803300 AAREVENUE	(Sewer Revenue – Interest Earnings)
\$ 1,230.36	from	#11011112 5997	(Operational Transfers)
	into	#5583 44100 55833200 AAREVENUE	Water Construction Projects – Interest Earnings)

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

Tz/

cc: Auditor
Water/Sewer (file)

OMB
Operational Transfer file

Resolution

Number 21-1836

Adopted Date December 21, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO COMMON PLEAS COURT FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Common Pleas Court #11011220 in order to process a vacation and sick leave payout for Jayna Davidson former employee of Common Pleas Court:

\$16,759.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
into #11011220-5882 (Common Pleas Court - Vacation Leave Payout)

\$1,815.00 from #11011110-5881 (Commissioners - Sick Leave Payout)
into #11011220-5881 (Common Pleas Court - Sick Leave Payout)

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas (file)
OMB

Resolution

Number 21-1837

Adopted Date December 21, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND
#11011110 INTO CLERK OF COURTS FUND #11011260

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners
Fund #11011110 into Clerk of Courts #11011260 in order to process a vacation and sick leave
payout for David Gilreath former employee of Clerk of Courts:

\$6,948.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
 into #11011260-5882 (Clerk of Courts - Vacation Leave Payout)

\$4,038.00 from #11011110-5881 (Commissioners - Sick Leave Payout)
 into #11011260-5881 (Clerk of Courts - Sick Leave Payout)

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
 Appropriation Adjustment file
 Clerk of Courts (file)
 OMB

Resolution

Number 21-1838

Adopted Date December 21, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE CLERK OF COURTS
GENERAL FUND #11011282

BE IT RESOLVED, to approve the following budget transfer appropriation:

\$ 8,305.00 from #11011282-5830 (Workers Compensation)
 into #11011282-5820 (Health & Life Insurance)

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Clerk of Courts (file)

Resolution

Number 21-1839

Adopted Date December 21, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE CLERK OF COURTS
GENERAL FUND #11011260

BE IT RESOLVED, to approve the following budget transfer appropriation:

\$ 17,400.00	from #11011260-5102	(Regular Salaries)
	into #11011260-5820	(Health & Life Insurance)

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Clerk of Courts (file)

Resolution

Number 21-1840

Adopted Date December 21, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN WARREN COUNTY GARAGE
FUND #11011620

BE IT RESOLVED, to approve the following appropriation adjustment:


\$1,000.00 from #11011620-5114 (Garage Overtime Pay)
 into #11011620-5102 (Regular Salaries)

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 21-1841

Adopted Date December 21, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN WARREN COUNTY GARAGE
FUND #11011620

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,500.00 from #11011620-5114 (Garage Overtime Pay)
 into #11011620-5811 (Garage PERS)

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
 Appropriation Adj. file
 Garage (file)

Resolution

Number 21-1842

Adopted Date December 21, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN WARREN COUNTY GARAGE
FUND #6619

BE IT RESOLVED, to approve the following appropriation adjustment:

\$350.00 from #66191110-5210 (Material & Supply)
 into #66191110-5811 (PERS)

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Garage (file)

Resolution

Number 21-1843

Adopted Date December 21, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN WARREN COUNTY GARAGE
FUND #11011620

BE IT RESOLVED, to approve the following appropriation adjustment:

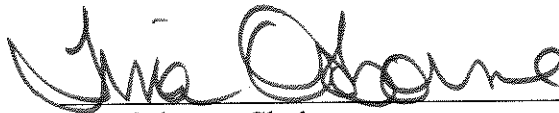
\$1,300.00 from #11011620-5114 (Garage Overtime Pay)
into #11011620-5820 (Garage Health and Life Insurance)

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Garage (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1844

Adopted Date December 21, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN WARREN COUNTY GARAGE
FUND #11011620

BE IT RESOLVED, to approve the following appropriation adjustment:

\$3,000.00 from #11011620-5114 (Garage Overtime Pay)
into #11011620-5820 (Garage Health and Life Insurance)

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Garage (file)

Resolution

Number 21-1845

Adopted Date December 21, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND
#10112500

BE IT RESOLVED, to approve the following appropriation adjustment within JUV Probation
fund #11012500:

\$ 500.00	from	11012500-5820	(JUV Prob Health & Life Insurance)
	into	11012500-5317	(JUV Prob Non Capital Purchase)

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

Resolution

Number 21-1846

Adopted Date December 21, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM JUVENILE DETENTION FUND
#11012600

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile
Detention Fund #11012600


\$ 200.00	from	11012600-5102	(Regular Salaries)
	into	11012600-5840	(Unemployment Compensation)

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

Resolution

Number 21-1847

Adopted Date December 21, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #11012812

BE IT RESOLVED, to approve the following appropriation adjustment:

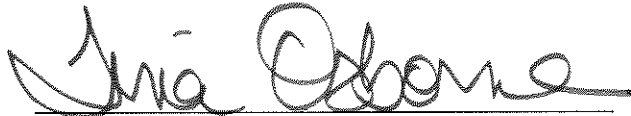
\$1,000.00 from #11012812-5102 (Salaries)
 into #11012812-5811 (PERS)

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
 Appropriation Adj. file
 Telecom (file)

Resolution

Number 21-1848

Adopted Date December 21, 2021

APPROVE APPROPRIATION ADJUSTMENTS WITHIN DOG AND KENNEL FUND
#2206

BE IT RESOLVED, to approve the following appropriation adjustment within the Dog & Kennel Fund #2206:

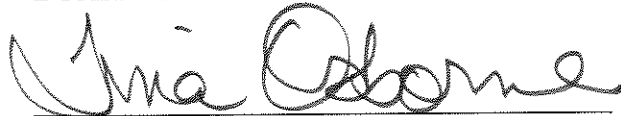
\$2160.00	from #22062700-5114	(Overtime Pay)
	into #22062700-5102	(Regular Salaries)
\$600.00	from #22062700-5114	(Overtime Pay)
	into #22062700-5811	(PERS)
\$1200.00	from #22062700-5910	(Other Expense)
	into #22062700-5811	(PERS)
\$145.00	from #22062700-5114	(Overtime Pay)
	into #22062700-5871	(Medicare)
\$1500.00	from #22062700-5830	(Workers Comp)
	into #22062700-5820	(Health/Life Insurance)

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Approp. Adj. File
Dog & Kennel (file)

Resolution

Number 21-1849

Adopted Date December 21, 2021

APPROVE APPROPRIATION ADJUSTMENTS WITHIN LAW LIBRARY RESOURCES
FUND #2207

BE IT RESOLVED, to approve the following appropriation adjustments:

\$25.00 from #22071291-5910 (Other Expense)
 into #22071291-5102 (Regular Salaries)

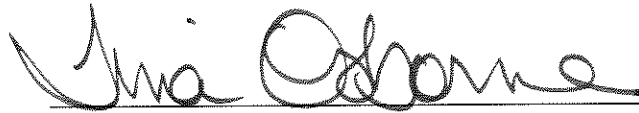
\$5.00 from #22071291-5910 (Other Expense)
 into #22071291-5811 (PERS)

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Law Library (file)

Resolution

Number 21-1850

Adopted Date December 21, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN GRANTS ADMINISTRATION
FUND #2265

BE IT RESOLVED, in order to process vouchers, it is necessary to approve the following appropriation adjustment:

\$2,500.00	from	#22653420-5317	(Non-Capital Purchases)
	into	#22653410-5102	(Regular Salaries)

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: Auditor
Appropriation Adj. file
OGA (file)

Resolution

Number 21-1851

Adopted Date December 21, 2021

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
ENG	WILLIAM E SMITH	ENG. MIDDLEBORO RD BRIDGE REPL	\$ 186,597.00
WAT	ANTHONY T TETER	WAT SOCIALVILLE WATER MAIN TRA	\$ 1,979,848.75
TEL	MARKETING SALES SOLUTIONS INC	TEL BCS SHOREGEAR ST48A SWITCH	\$ 2,431.00
FAC	CLARY SIGNS LLC	FAC EXTERIOR SIGNAGE 822 MEMOR	\$ 18,823.15
TEL	MARKETING SALES SOLUTIONS INC	TEL BCS SHOREGEAR ST48A SWITCH	\$ 12,175.00
ITD	CENTER FOR INTERNET SECURITY INC	ITD ENDPOINT SECURITY SERVICES	\$ 80,033.28
ENG	PRIME AE GROUP INC	ENG. PROJECT INSPECTION CONTRA	\$ 776,792.00
ENG	PETERS CARTRIDGE FACTORY OUTPARCEL HOLDINGS LLC	ENG. PURCHASE AGREE. KING AVE	\$ 379,036.00
ENG	PETERS CARTRIDGE FACTORY OUTPARCEL HOLDINGS LLC	ENG. PURCHASE AGREE. KING AVE	\$ 155,184.00
ENG	PETERS CARTRIDGE FACTORY LLC	ENG. PURCHASE AGREE. KING AVE	\$ 15,780.00
FAC	OFFICE FURNITURE SOURCE	FAC OFFICE FURNITURE CSEA	\$ 43,529.98
JUV	SADLER NECAMP FINANCIAL SVCS INC	JUV PROWARE ANNUAL MAINTENACE	\$ 70,430.00

PO CHANGE ORDER

Department	Vendor Name	Description	Amount
ENG	WSP USA INC	ENGINEERING FOR FIELDS ERTEL ROAD PRC	\$ 269,779.00 INCREASE
WAT	BUILDING CRAFTS INC	RAR SOFTENING UPGRADES	\$ 1,857,773.11 DECREASE

12/21/2021 APPROVED



 Tiffany Zindel, County Administration

Resolution

Number 21-1852

Adopted Date December 21, 2021

APPROVE AGREEMENT FOR INTAKE, ASSESSMENT AND CASE MANAGEMENT FUNCTIONS WITH COUNCIL ON AGING OF SOUTHWESTERN OHIO ON BEHALF OF WARREN COUNTY ELDERLY SERVICES


BE IT RESOLVED, to approve the agreement for Intake, Assessment and Case Management Functions with Council on Aging of Southwestern, Ohio; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: C/A—Council on Aging of Southwestern, Ohio
Council on Aging of SW Ohio
Elderly Services file

**AGREEMENT BETWEEN
THE WARREN COUNTY BOARD OF COMMISSIONERS
AND
COUNCIL ON AGING OF SOUTHWESTERN OHIO**

This Agreement ("Agreement") is entered into this 21 day of December, 2021, by and between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio (County), and Council on Aging of Southwestern Ohio, , an Ohio corporation for non-profit, 175 Tri County Parkway, Cincinnati, Ohio 45246 ("Council").

RECITALS

1. The electors of Warren County passed a 1.21 mill Senior Citizen Services Levy ("Levy") in November 2021 to provide senior citizen services for Warren County residents, 60 years of age and older.
2. The County is authorized to enter into this Agreement pursuant to Ohio Revised Code Sections 307.02 and 5705.71.
3. The County and Council are entering into this Agreement in furtherance of the purpose of the Levy to provide intake, assessment, and case management services.

AGREEMENT

County and Council agree as follows:

1. **TERM:** This Agreement shall be effective on January 1, 2022, regardless of the date of execution hereof and shall terminate on December 31, 2022, or such earlier time as may be provided for in this Agreement. This Agreement may be extended for successive one (1) year periods up to the five (5) tax years of the levy. Said extension is subject to written agreement by both parties.
2. **SERVICES PROVIDED:** Council shall provide intake, assessment, and case management services for the senior citizen (elderly) residents of Warren County.
3. **COMPENSATION:** The County shall pay Council the sum of \$1,537,190.00 for the one (1) year term of this Agreement. Said compensation shall be paid monthly based on actual expenditures.
4. **ANNUAL BUDGET FOR INTAKE, ASSESSMENT AND CASE MANAGEMENT.** Prior to the end of the preceding calendar year, Council shall submit to County for approval, the annual budget for the intake, assessment, and case management for the next following calendar year. The annual budget shall contain a detailed analysis of the projected administrative expenses.

5. FINANCIAL RECORDS.

- (A) Council and intake, assessment, fast track program and case management service providers, if any, shall maintain and make available to the County upon request, independent books, records, payroll, accounting procedures and practices, and documents which sufficiently and properly document and reflect all direct and indirect costs of any nature expended in operating the Elderly Services Program (ESP). Such records shall be subject at all reasonable times to inspection, review, and audit by the County and by any government agency having responsibility or control over the expenditure of public funds. The Council and contracted organizations providing services under the ESP shall maintain their records for at least five (5) years after the final calendar year in which services are provided under this Agreement, or until any audit permitted by the Agreement is completed if such audit commences prior to the end of such five-year period. The annual audit of Council must be performed in accordance with rules adopted by Ohio's Auditor of State under Section 117.20.
- (B) Complete and accurate property records shall be maintained for all furniture, fixtures and equipment purchased with Levy funds. Annually, Council shall perform a physical inventory of such assets and submit a report to County. The report shall provide detailed explanations for missing assets. At the end of the contract period, Council shall make arrangements with the County for the return of such assets to County. A straight-line method of depreciation will be used.

6. REQUIRED REPORTING. Council shall submit to the County at the indicated intervals the following reports with respect to operation of the ESP:

(A) By the twenty third (23rd) day of each month, a report detailing:

- 1. the administrative expenses of Council in operating the intake, assessment, and case management portion of the program for the preceding month.

7. CONFIDENTIALITY. Council and County shall ensure the appropriate confidentiality of client records in accordance with federal and state laws, regulations, and the administrative procedures of Council and County; or for any other purpose not set forth in Ohio Revised Code Section 5705.71.

8. RESTRICTION ON USE OF LEVY FUNDS. County and Council agree, and shall take measures to ensure through its Program Service Contracts, that Levy funds will not be used to engage in litigation against County or Council.

9. COMPLIANCE AUDITS.

(A) Quality Improvement Testing:

During the contract year, Council shall perform a quality assessment of each Program service provider to ensure compliance with ESP Conditions of Participation and with ESP Service Specifications. The procedure for conducting such testing is detailed in ESP General Information and Program Guidelines.

- (B) **Compliance Audits:**
Council shall audit, at least annually, administrative and direct service contracts to ensure compliance with the terms of such contracts. Consistent with Ohio law, the County or WCCES reserve the right to conduct an independent audit of such contracts to ensure compliance.

Consistent with Ohio law, the County reserves the right to conduct an independent testing of any of the contract to ensure compliance. The cost of such independent testing will be paid for with Levy funds.

- 10. **RESPONSIBILITY FOR AUDIT EXCEPTIONS.** The Council agrees to accept responsibility for receiving, responding to, and/or complying with any audit exceptions noted in the course of any audit in connection with this Agreement. Such responsibility shall include, but not be limited to, the following actions with respect to any such exception:
 - (A) Council shall repay to County the full amount of any Levy funds received for services not covered by this Agreement and not intended by the Levy and Ohio Revised Code Section 5705.71.
 - (B) Council shall repay to County the full amount of any Levy funds received as a result of any duplicate or erroneous billings, deceptive claims for reimbursement, or falsification of information provided to County.

For purposes of this Paragraph 10, “deceptive” means knowingly deceiving another, or causing another to be deceived, by fake or misleading representation, by withholding information, by preventing another from acquiring information, or by any other act, conduct, or omission which creates, confirms or perpetuates a fake impression in another, including a fake impression as to law, value, state of mind, or other objective or subjective fact.

- 11. **NONDISCRIMINATION.** Council and County agree that, as a condition to this Agreement, they shall not discriminate against any ESP service provider, ESP applicant/client or any employee on the basis of race, color, sex, religion, natural origin, handicap, or any other factor specified in Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Americans with Disabilities Act, and subsequent amendments thereto, and all other federal and state laws regarding such discrimination.
- 12. **STATE & FEDERAL REGULATIONS.** Council will abide by all applicable State and Federal regulations. This includes but is not limited to maintaining workers compensation for its employees.
- 13. **INDEMNIFICATIONS.**
 - (A) At all times during the term of this Agreement, and to the extent permitted by law, Council shall indemnify up to the amount of its insurance coverage and hold harmless County from any liability, loss, damage, claim, and related expenses resulting from the actions of Council under this Agreement. This indemnification is not to be construed as a waiver of any and all defenses that Council has against County.

- (B) Council shall require intake, assessment, and case management providers to indemnify County in the same manner, conditions and terms required by Council in Paragraph (13)(A).

14. INSURANCE.

- (A) Council shall carry \$1,000,000 comprehensive general or professional liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Agreement. Council further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this Agreement is terminated, Council shall continue such policy in effect for the period of any statute or statutes of limitation application to claims thereby insured, notwithstanding the termination of this Agreement. Council shall provide the County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the County. Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement.
- (B) Council shall require intake, assessment and case management providers to maintain liability insurance in the same amount and with the same conditions as terms required of Council in Paragraph (14) (A).

15. TERMINATION. Termination of this Agreement by either party will be permitted in the event of a material breach of this Agreement by the other party when the material breach remains uncured sixty (60) days after written notice by certified mail, return receipt required, is given to the breaching party specifying the breach. A "material breach" is defined as (a) the failure of either party to fully comply with and perform any and all terms and conditions of this Agreement and its Attachments; (b) the making of assignment for the benefit of creditors by either party, (c) the institution of bankruptcy, reorganization, liquidation or receivership proceedings by or against either party; and (d) insolvency of either party or impairment of the credit of either party.

16. AMENDMENT AND WAIVER. This Agreement may be amended at any time, or any provision hereof may be waived, by written consent of all parties.

17. CONFORMANCE TO LAWS AND REGULATIONS. Council shall conform to the requirements of all applicable laws and regulations of the State of Ohio governing the Levy and governing the execution of their respective duties under the Levy and this Agreement.

18. ASSIGNABILITY. Neither County or Council has the right or power to assign, subcontract, or transfer its rights and duties under this Agreement without the prior written consent of the others. County and Council each bind themselves, their successors, and assignees to this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of either County or Council.

19. GOVERNING LAW AND VENUE: This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio. The venue for any disputes arising under this Agreement shall be Warren County, Ohio.

20. PARTIES: Whenever the terms "County" and "Council" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of County and Council.
21. ENTIRE CONTRACT: This Agreement contains the entire Agreement between Council and the County with respect to the subject matter thereof, and supersedes all prior written or oral contracts between the parties. No representation, promises, understandings, contracts or otherwise, not herein contained shall be of any force or effect.
22. INTERPRETATION:

Unless otherwise specified, the following rules of construction and interpretation apply:

- A. Captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof.
 - B. Use of the term "including" will be interpreted to mean "including but not limited to";
 - C. Whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed.
 - D. Exhibits are an integral part of the Agreement and are incorporated by reference in this Agreement.
 - E. Use of the terms "termination" or "expiration" are interchangeable, and
 - F. Reference to a default will take into consideration any applicable notice, grace and cure periods.
23. NOTICES:

All notices required to be given herein shall be in writing and shall be sent by certified mail, return receipt requested, to the following address:

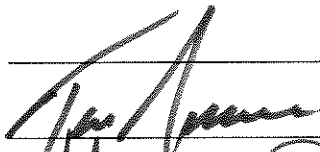
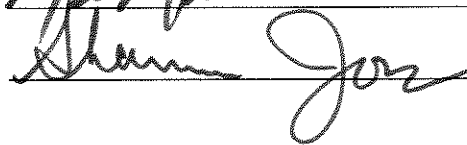
TO: Warren County Board of Commissioners
c/o County Administrator
406 Justice Drive
Lebanon, Ohio 45036
Phone Number: (513) 695-1250

TO: Council on Aging of Southwestern Ohio
c/o Chief Executive Officer
175 Tri County Parkway
Cincinnati, Ohio 45246
Phone Number: (513) 721-1025

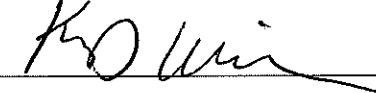
24. **CALCULATION OF TIME:** Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday or a legal holiday, that day shall be omitted from the computation.
25. **ACCEPTANCE:** The parties acknowledge that they have read and understood this Agreement. The parties, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Agreement forming a mutually binding contractual agreement which cannot be amended without a writing executed by the parties.
26. **AVAILABILITY OF FUNDS:** The certification of the fiscal agents of the parties on the purchase orders submitted with this Agreement is certification that the funds required for this Agreement will be available as required herein, for each appropriation period through the end of the term of this Agreement.
27. **MULTIPLE ORIGINALS:** This Agreement may be executed in one (1) or more copies, each of which shall be deemed an original.
28. **POWER AND AUTHORITY:** Each party has the power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

In witness hereof the parties have executed this Agreement effective as of the date set forth in this Agreement.


**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY**

**COUNCIL ON AGING
OF SOUTHWESTERN OHIO**



APPROVED AS TO FORM:


 Kathryn M. Horvath
 Assistant County Prosecutor

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1853

Adopted Date December 21, 2021

APPROVE AGREEMENT FOR ADMINISTRATIVE FUNCTIONS WITH COUNCIL ON AGING OF SOUTHWESTERN OHIO RELATIVE TO WARREN COUNTY ELDERLY SERVICES

BE IT RESOLVED, to approve the Agreement for Administrative Functions with Council on Aging of Southwestern, Ohio; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: C/A—Council on Aging of Southwestern, Ohio
Council on Aging of SW Ohio
Elderly Services file

**AGREEMENT BETWEEN
THE WARREN COUNTY BOARD OF COMMISSIONERS
AND
COUNCIL ON AGING OF SOUTHWESTERN OHIO**

This Agreement ("Agreement") is entered into this 21 day of December, 2021 by and between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio (County), and Council on Aging of Southwestern Ohio, an Ohio corporation for non-profit, 175 Tri County Parkway, Cincinnati, Ohio 45246 ("Council").

RECITALS

1. The electors of Warren County passed a 1.21 mill Senior Citizen Services Levy ("Levy") in November, 2021 to provide senior citizen services for Warren County residents, 60 years of age and older.
2. The County is authorized to enter into this Agreement pursuant to Ohio Revised Code Sections 307.02 and 5705.71.
3. The County and Council are entering into this Agreement in furtherance of the purpose of the Levy to provide administration functions – quality assurance, co-payment billing, technical assistance and the paying of provider bills of the programs.

AGREEMENT

County and Council agree as follows:

1. **TERM:** This Agreement shall be effective on January 1, 2022, regardless of the date of execution hereof and shall terminate on December 31, 2022, or such earlier time as may be provided for in this Agreement. This Agreement may be extended for successive one (1) year periods up to the five (5) tax years of the levy. Said extension is subject to written Agreement by both parties.
2. **SERVICES PROVIDED:**
 - (A) Council shall act as Administrator of the senior citizen services (hereinafter referred to as elderly services) as provided hereinafter. The Administrator's role is defined as (1) fiduciary management, (2) oversight and operations management (including eligibility and policy development) and (3) contract for delivery of services.
 - (B) The Administrator shall create and maintain, through the use of Levy funds, a program of services for the senior citizen (elderly) residents of Warren County, including the following: Fast Track Home Case Management services which includes the provision for home medical equipment, personal care, homemaker, home delivered meals, respite care services (for caregivers), independent living assistance, intake and assistance, and case management, adult

day services, adult day services transportation, electronic monitoring systems, home repair/accessibility, environmental services and medical transportation.

- (C) The Administrator shall create and maintain a system structure for single point access for the senior citizens. This will include, but not be limited to: effectiveness and responsiveness; timely invoicing; financial and performance reporting; collection and receivable management. In addition to the foregoing, the Administrator shall engage an independent auditor to perform an annual audit of Council's financial statements in accordance with generally accepted auditing standards and Governmental Auditing Standards based on Council's fiscal year end, September 30th.
3. COMPENSATION: County shall pay Council the sum of 467,348.00 for the one (1) year term of this Agreement. Said compensation shall be paid monthly based on actual expenditures.
4. PROVIDERS: Council shall contract for the services described in Paragraph (2)(B) hereof, at reimbursement rates established by the Council, with qualified local non-profits, small businesses, and corporations which are incorporated under the laws of the State of Ohio, or under the laws of any other state provided the organization is qualified to do business in Ohio.
- (A) Council shall act as the Administrator of the elderly services provided in accordance with Paragraph 2 (B). The Administrator of the elderly services program is precluded from becoming a service provider under the system for home based care services with the exception of intake, assessment and case management. Furthermore, all contracts for the delivery of services under the systems must be competitively bid substantially in accordance with the Conditions of Participation and Service Specifications developed by the Council upon review and approval by the County. If it is determined by Council in consultation with the County appointed Advisory Council that there is a problem with service provider capacity to deliver sufficient or quality service(s), Council may recruit and certify service providers without competitive bidding.
 - (B) A schedule of maximum reimbursement rates for such services shall be provided by the Council to the County prior to each calendar year.
 - (C) Council shall pay program service providers from Levy funds held by County. In no event shall Council obligate, on a yearly basis, more funds than are available for the delivery of services from the proceeds of the Levy. County shall pay Council monthly, based on the report required in Paragraph 9 (A)1, for expenses incurred in providing services.
 - (D) Council shall require program service providers to maintain liability insurance in the same amount and with the same conditions and terms as required of Council in Paragraph 19.
 - (E) Council shall require program service providers to indemnify County in the same manner, conditions and terms as required by Council in Paragraph 18.
 - (F) Council shall insure that service providers keep confidential all matters pertaining to senior citizen clients as required of Council in 11.

5. ELIGIBILITY FOR SERVICES: To be eligible to receive in-home services a resident of Warren County must be sixty (60) years of age or older. The resident, however, must also be impaired in the performance of at least two Activities of Daily Living (ADL) and/or Instrumental Activities of Daily Living (IADL). The level of funding for such services will be based on criteria to be established by the Administrator and approved by County. All residents who seek Levy services must first seek payment from other available sources of funding such as private insurance, Medicaid, Medicare or other sources.

6. ELDERLY SERVICES PROGRAM (ESP) – Work Plan. County shall approve the operating work plan which defines the eligibility criteria, home care services and the sliding scale fee used in the SSP program. (Appendix 1 – Warren County Elderly Services Program Information and Program Guidelines.)

7. ANNUAL BUDGET FOR ELDERLY SERVICES PROGRAM. The Council shall submit to the County for approval, the annual budget for the operation and administration of the ESP for the next following calendar year. The annual budget shall contain a detailed analysis of the projected administrative expenses for operation of the ESP and reasonable estimates of the projected amounts to be spent for the services to be provided through the ESP for the applicable calendar year. Upon the completion of this agreement, in the event of continued levy operations, an adequate amount of levy funds shall remain to fund a two-month operating reserve in an amount equivalent to two (2) months of operation of the following calendar year. This reserve shall be used to fund levy expenditures until the new calendar year tax receipts are received and made available.

8. FINANCIAL RECORDS.
 - (A) Council, administrative service providers, if any, and program service providers shall maintain and make available to the County upon request, independent books, records, payroll, accounting procedures and practices, and documents which sufficiently and properly document and reflect all direct and indirect costs of any nature expended in operating the ESP. Such records shall be subject at all reasonable times to inspection, review, and audit by the County and by any government agency having responsibility or control over the expenditure of public funds. The Council and contracted organizations providing services under the ESP shall maintain their records for at least five (5) years after the final calendar year in which services are provided under this Agreement, or until any audit permitted by the Agreement is completed if such audit commences prior to the end of such five-year period. The annual audit of Council must be performed in accordance with rules adopted by Ohio’s Auditor of State under Section 117.20.

 - (B) Complete and accurate property records shall be maintained for all furniture, fixtures and equipment purchased with Levy funds. Annually Council shall perform a physical inventory of such assets and submit a report to the County. The report shall provide detailed explanations for missing assets. At the end of the contract period, Council shall make arrangements with County for the return of such assets to the County. A straight line method of depreciation will be used.

9. REQUIRED REPORTING. Council shall submit to the County and/or their designated Advisory Board at the indicated intervals the following reports with respect to operation of the ESP:

- (A) By the twenty third (23rd) day of each month, a report detailing:
 - 1. the expenditure of Levy funds for each type of in-home service provided through Council during the preceding month; and
 - 2. the administrative expenses of the Council in operating the ESP during the preceding month

- (B) At the quarterly meeting of the Warren County Elderly Services Advisory Board, Council will present a separate report detailing:
 - 1. client demographics;
 - 2. unduplicated number of clients served;
 - 3. types and number of units provided with summary of expenditures and variances; and
 - 4. co-payments assessed and collected.

- (C) As soon as available after the end of each calendar year, Council will issue an annual report which shall include detailed financial and client data for the past year's levy activity.

- 10. CLIENT CONTRIBUTION FOR SERVICES. The users of ESP services are expected to contribute toward the cost of services provided to them based on a sliding fee scale to be developed by Council and revised as necessary by County. The sliding fee scale will be based on income guidelines and updated and adjusted on an annual basis. Council is responsible for billing and collecting such user fees. Revenues collected will be used to pay for additional direct services for ESP eligible participants. (See Appendix 2). The Sliding scale fee is based on most current poverty guidelines set by U.S. Government and subject to change annually with County approval.

- 11. CONFIDENTIALITY. Council and the County shall ensure the appropriate confidentiality of client records in accordance with federal and state laws, regulations, and the administrative procedures of Council and County; or for any other purpose not set forth in Ohio Revised Code Section 5705.71.

- 12. OTHER SOURCES OF FUNDING FOR SERVICES. Council agrees that if funds are available to it (from Medicare, Medicaid, PASSPORT, or under the Older Americans Act) to provide services also covered by the ESP, such funds shall be expended prior to the use of Levy funds; provided however, all parties agree that Levy funds may be used in the ordinary course of operating the program as matching funds in order to maximize the availability of additional public or private funds that may be secured thereby.

- 13. RESTRICTION ON USE OF LEVY FUNDS. County and Council agree, and shall take measures to ensure through its Program Service Contracts, that Levy funds will not be used to engage in litigation against County or Council.

14. COMPLIANCE AUDITS.

(A) Quality Improvement Testing

During the contract year, Council shall perform a quality assessment of each Program service provider to ensure compliance with ESP Conditions of Participation and with ESP Service Specifications. The procedure for conducting such testing is detailed in ESP General Information and Program Guidelines.

(B) Compliance Audits:

Council shall audit, at least annually, administrative and direct service contracts to ensure compliance with the terms of such contracts. Consistent with Ohio law, the County or WCCES reserve the right to conduct an independent audit of such contracts to ensure compliance.

Consistent with Ohio law, the County reserves the right to conduct an independent testing of any of the contract to ensure compliance. The cost of such independent testing will be paid for with Levy funds.

15. RESPONSIBILITY FOR AUDIT EXCEPTIONS. Council agrees to accept responsibility for receiving, responding to, and/or complying with any audit exceptions noted in the course of any audit in connection with this Agreement. Such responsibility shall include, but not be limited to, the following actions with respect to any such exception:

(A) Council shall repay County the full amount of any Levy funds received for services not covered by this Agreement and not intended by the Levy and Ohio Revised Code Section 5705.71.

(B) Council shall repay to County the full amount of any Levy funds received as a result of any duplicate or erroneous billings, deceptive claims for reimbursement, or falsification of information provided to County.

For purposes of this Paragraph 15, "deceptive" means knowingly deceiving another, or causing another to be deceived, by fake or misleading representation, by withholding information, by preventing another from acquiring information, or by any other act, conduct, or omission which creates, confirms or perpetuates a fake impression in another, including a fake impression as to law, value, state of mind, or other objective or subjective fact.

16. NONDISCRIMINATION. Council and County agree that, as a condition to this Agreement, they shall not discriminate against any ESP service provider, ESP applicant/client or any employee on the basis of race, color, sex, religion, natural origin, handicap, or any other factor specified in Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Americans with Disabilities Act, and subsequent amendments thereto, and all other federal and state laws regarding such discrimination.

17. STATE & FEDERAL REGULATIONS. Council will abide by all applicable State and Federal regulations. This includes but is not limited to maintaining workers compensation for its employees.

18. INDEMNIFICATIONS. At all times during the term of this Agreement, and to the extent permitted by law, Council shall indemnify up to the amount of its insurance coverage and hold harmless County from any liability, loss, damage, claim, and related expenses resulting from the actions of the Council under

this Agreement. This indemnification is not to be construed as a waiver of any and all defenses that Council has against County.

19. **INSURANCE.** Council shall carry \$1,000,000 comprehensive general or professional liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Agreement. Council further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this Agreement is terminated, Council shall continue such policy in effect for the period of any statute or statutes of limitation application to claims thereby insured, notwithstanding the termination of this Agreement. Council shall provide the County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days' notice of cancellation or non-renewal to the County. Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement.
20. **TERMINATION.** Termination of this Agreement by either party will be permitted in the event of a material breach of this Agreement by the other party when the material breach remains uncured sixty (60) days after written notice by certified mail, return receipt required, is given to the breaching party specifying the breach. A "material breach" is defined as (a) the failure of either party to fully comply with and perform any and all terms and conditions of this Agreement and its Attachments; (b) the making of assignment for the benefit of creditors by either party; (c) the institution of bankruptcy, reorganization, liquidation or receivership proceedings by or against either party; and (d) insolvency of either party or impairment of the credit of either party.
21. **AMENDMENT AND WAIVER.** This Agreement may be amended at any time, or any provision hereof may be waived, by written consent of all parties.
22. **CONFORMANCE TO LAWS AND REGULATIONS.** Council shall conform to the requirements of all applicable laws and regulations of the State of Ohio governing the Levy and governing the execution of their respective duties under the Levy and this Agreement.
23. **ASSIGNABILITY.** Neither County nor Council has the right or power to assign, subcontract, or transfer its rights and duties under this Agreement without the prior written consent of the others. The County and Council each bind themselves, their successors, and assignees to this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of either County or Council.
24. **GOVERNING LAW AND VENUE:** This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio. The venue for any disputes arising under this Agreement shall be Warren County, Ohio.
25. **PARTIES:** Whenever the terms "County and "Council" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of County and Council.
26. **ENTIRE CONTRACT:** This Agreement contains the entire Agreement between Council and the County with respect to the subject matter thereof, and supersedes all prior written or oral contracts between the

parties. No representation, promises, understandings, contracts or otherwise, not herein contained shall be of any force or effect.

27. INTERPRETATION:

Unless otherwise specified, the following rules of construction and interpretation apply:

- (A) Captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof.
- (B) Use of the term “including” will be interpreted to mean “including but not limited to”;
- (C) Whenever a party’s consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed.
- (D) Exhibits are an integral part of the Agreement and are incorporated by reference in this Agreement.
- (E) Use of the terms “termination” or “expiration” are interchangeable, and
- (F) Reference to a default will take into consideration any applicable notice, grace and cure periods.

28. NOTICES:

All notices required to be given herein shall be in writing and shall be sent by certified mail, return receipt requested, to the following address:

TO: Warren County Board of Commissioners
c/o County Administrator
406 Justice Drive
Lebanon, Ohio 45036
Phone Number: (513) 695-1250

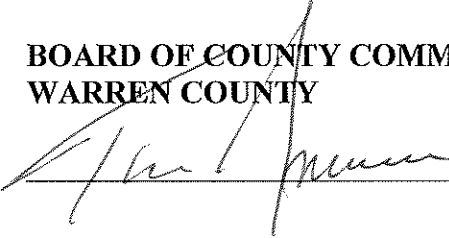
TO: Council on Aging of Southwestern Ohio
c/o Chief Executive Officer
175 Tri County Parkway
Cincinnati, Ohio 45246
Phone Number: (513) 721-1025

29. CALCULATION OF TIME: Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday or a legal holiday, that day shall be omitted from the computation.

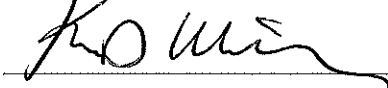
- 30. ACCEPTANCE: The parties acknowledge that they have read and understood this Agreement. The parties, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Agreement forming a mutually binding contractual agreement which cannot be amended without a writing executed by the parties.
- 31. AVAILABILITY OF FUNDS: The certification of the fiscal agents of the parties on the purchase orders submitted with this Agreement is certification that the funds required for this Agreement will be available as required herein, for each appropriation period through the end of the term of this Agreement.
- 32. MULTIPLE ORIGINALS: This Agreement may be executed in one (1) or more copies, each of which shall be deemed an original.
- 33. POWER AND AUTHORITY: Each party has the power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

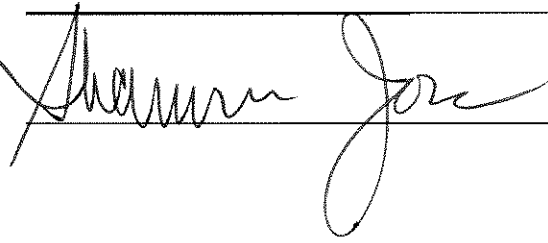
In witness hereof the parties have executed this Agreement effective as of the date set forth in this Agreement.

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY**

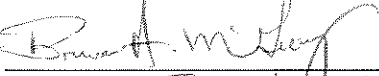


**COUNCIL ON AGING
OF SOUTHWESTERN OHIO**





APPROVED AS TO FORM:



Adam Nice Bruce A. McGuffey
Assistant County Prosecutor

WARREN COUNTY ELDERLY SERVICES PROGRAM
GENERAL INFORMATION AND PROGRAM GUIDELINES

Effective: 1/1/2022

I. Philosophy

The Warren County Elderly Services Program (WCESP) & FastTrack Home Program fosters self-determination and independence for Warren County residents who are older adults with disabilities through the provision of services that assist them to remain in their homes. The program recognizes the importance of the family and other informal support systems in achieving this goal and relies on the continuation of the support in order to be effective. The program includes a co-payment feature for those recipients who are able to contribute to the cost of the services based on established income guidelines. FastTrack Home aims to transition seniors from hospitals and nursing facilities back to their home while avoiding readmissions. Clients are exempt from copayments while enrolled in FastTrack Home.

Existing sources of reimbursement such as Medicare, Medicaid, PASSPORT, Assisted Living Waiver, MyCare Ohio, and private insurance will continue to be primary. The applicant/client must apply for and diligently seek to obtain services through other sources of reimbursement, i.e., Medicare, Medicaid, PASSPORT, MyCare Ohio, and private insurance.

II. Purpose

The purpose of the program is to:

1. Provide information and assistance about aging concerns, services and the aging network.
2. Provide screening, assessment, referral, and case management services to eligible clients.
3. Provide in-home services to enable senior adults to exercise self-determination and to remain as independent as possible.
4. FastTrack Home provides evidence-based care transitions, care management service, and in home services upon discharge from the hospital, nursing, or rehabilitation facility for up to 60 days.

ADLs and IADLs Defined

Activities for Daily Living (ADL) – Relates to how client performs tasks required to function in normal daily living. ADLs focus on personal care skills such as transfer/mobility, bathing, grooming, dressing, toileting, and eating/feeding.

Instrumental Activities of Daily Living (IADL) – Relates to how a client performs tasks required to function in normal daily living. IADLs focus on skills needed to live independently in the community such as shopping/errands, meal preparation, medication administration, housework, laundry, phone use and using transportation.

III. Eligibility Criteria

Client/applicant eligibility for all WCESP funded services will be determined by the care management staff utilizing criteria developed by Council on Aging of Southwestern Ohio (COA) and approved by the Warren County Elderly Services (WCCES) Advisory Board. Eligibility criteria for the program are:

1. Client/applicant must be:
 - a. Age 60 or older for home care services
 - b. Meet the Title III Federal Guidelines of the Older Americans Act as defined in the Ohio Revised Code to receive home delivered meals.
 - c. Age 60 and over are eligible to receive services that provide documented relief to a primary caregiver.
 - d. Any age with Alzheimer's disease or a related dementia are eligible for Adult Day Services, Respite through Home Care Assistance, and Adult Day Service Transportation
2. Client/applicant must be a resident of Warren County.
3. Services must be delivered in Warren County with the exception of Medical Transportation and Adult Day Service. Medical Transportation can be provided to and from locations in Warren County and counties contiguous to Warren County. Adult Day Service can be provided in counties contiguous to Warren County.
4. Client/applicant must be impaired in at least two Activities of Daily Living (ADL) and/or Instrumental Activities of Daily Living (IADL)
5. A Service Plan is developed by the care manager based on ADL/IADL deficits and existing support systems. ADL and IADL impairments, and the care management assessment must support the need for requested services.
6. Client/applicant agrees to share the cost of a mutually agreed upon care plan, if monthly income, less medical expenses, exceeds the prescribed level based on federal poverty guidelines, as determined by the Council on Aging of Southwestern Ohio (COA) and approved by WCCES.
7. Client/applicant must apply for and diligently seek to obtain services through other sources of reimbursement, i.e., Medicare, Medicaid, PASSPORT, Assisted Living Waiver, MyCare Ohio, or private insurance. If a WCESP client/applicant becomes eligible for Medicare, Medicaid, PASSPORT, Assisted Living Waiver, MyCare Ohio, private insurance or other sources of reimbursement, ESP services will be denied, restricted or terminated. If the applicant/client is denied enrollment from another source of reimbursement/service for reasons other than refusal to complete the Medicaid process or refusal to accept PASSPORT services, ESP services will remain available. Clients that are eligible for PASSPORT, but have a high liability that exceeds their ability to pay, may request a Hardship Review. If the Hardship Review finds that the liability is beyond the client's ability to pay and meets the requirements set forth in the hardship policy/procedure, the client will be permitted to remain in ESP.
8. Client/applicant must agree to an annual visit for the purpose of establishing eligibility or reconfirming eligibility. Under special circumstances, these visits may occur in locations other than the client's home (hospital, nursing facility, virtually, etc.). This visit will include verification of income and medical expenses. Failure to allow these visits or

review of financial information may result in ineligibility for services or termination of existing services.

9. Client/applicant must provide WCESP with the information needed to determine eligibility. Client agrees to report changes in functional abilities (ADL/IADL), income, verifiable non-reimbursable ongoing medical expenses, living arrangements, and other factors affecting delivery of services from WCESP. Failure to accurately and knowingly report pertinent information may result in termination of services.
10. Residents of licensed Adult Group Homes (6-16 residents), Adult Family Homes (3-5 residents), or Adult Foster Homes (1 or 2 residents) are eligible for medical transportation, home care assistance, and Adult Day Care services, if those services are not part of the resident agreement.
11. Residents of licensed Residential Care Facilities (17 or more residents), Intermediate, Skilled Nursing or Assisted Living Facilities are not eligible for ESP services.

IV. Eligibility Criteria for FastTrack Home

1. Warren County Resident
2. Age 60 and older
3. Client must be currently admitted or discharged within 7 days from a hospital, emergency room, nursing, or rehabilitation facility.
4. Client is impaired in two or more ADL's/IADL's

V. Services

1. Adult Day Services (Enhanced and Intensive) /Adult Day Services Transportation
2. Environmental Services: Major Housecleaning, Pest Control, Waste Disposal
3. Home Care Assistance
4. Electronic Monitoring System
5. Home Delivered Meals (including spousal and kinship meals)
6. Home Modification
7. Durable Medical Equipment
8. Independent Living Assistance
9. Medical Transportation
10. Caregiver Support Services
11. Consumer Directed Care
12. Screening
13. Care Management & Care Transitions
14. Caregiver support services

VI. Cost Cap Limits

Cost of WCESP services, including client co-payment, should not exceed the cost cap established and adjusted by COA. Cost caps may be exceeded with approval from COA management. Such allowances are made on a case-by-case basis.

A separate cost cap exists for Home Repair/Accessibility

VII. Client Co-Payments

Clients who have the ability to contribute toward the cost of their in-home services will be required to pay a co-payment based on a sliding fee scale developed and revised as needed by the WCCES Advisory Board. COA can make special arrangements if the client meets specific "hardship criteria" as determined by the hardship policy. Home Delivered Meal clients must meet the Title III requirements of the Federal Older Americans Act, Ohio Revised Code, and be given the opportunity to make voluntary contributions for their meals.

At the initial assessment, clients, or their designated representative, shall sign a statement attesting to the gross monthly income, and verifiable, non-reimbursable, ongoing medical expenses that they have reported, and agreeing to immediately report to COA any change in income or medical expenses. The case manager shall review at least annually changes in the monthly gross income, and verifiable, non-reimbursable, ongoing medical expenses of the client, the spouse, and/or a dependent, if the dependent resides with the client.

Co-payments should be received by COA by the due date. Failure to pay co-payments may result in the termination of ESP services.

All services are subject to cost sharing with the exception of Care Management, Intake and Assessment, Home Delivered Meals, and all services within FastTrack Home.

Sliding Fee Scale

The Sliding Fee Scale determines the client's co-payment rate based on the gross monthly income of household members (client, spouse and dependent). The household monthly, ongoing, verified non-reimbursable medical expenses are deducted from the gross monthly income to arrive at the client's countable income.

The co-pay table income computation is based on poverty guidelines for the 48 contiguous states and the District of Columbia for the size of the family unit. The entry threshold is 150% of the poverty guideline with the maximum of 400% for the cap of the sliding fee scale. Anyone below the entry level will be a 0% co-pay. All households above the 400% of poverty guidelines will be 100% co-pay. Increases of 5% incremental change will be used for each step between 0% and 100%.

Income

Gross income is defined as all income and earnings from stock, mutual funds and other equities given to the client, spouse and dependent children. Gross income does not include food stamps, and proceeds from reverse annuity mortgages.

Countable income is the difference between gross income and verifiable non-reimbursable medical expenses. In determining countable income, the gross income and verifiable non-reimbursable ongoing medical expenses of the spouse and/or dependent are added to those of the client.

Medical Expenses

Medical expenses must be verifiable, non-reimbursable medical expenditures that are not payable by Medicare, Medicaid, private insurance or anyone other than the client.

If the client resides with his or her spouse or with a dependent, the client will be asked to also report the spouse's and/or dependent's gross monthly income and verifiable, non-reimbursable, ongoing medical expenses.

2021 Sliding Fee Scale Effective 4/1/2021

	1 Person		2 People		3 People		4 People		5 People		6 People	
FPL (100%) >>>	\$ 12,880		\$ 17,420		\$ 21,960		\$ 26,500		\$ 31,040		\$ 35,580	
Copay	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
0%	\$ -	\$ 1,610	\$ -	\$ 2,178	\$ -	\$ 2,745	\$ -	\$ 3,313	\$ -	\$ 3,880	\$ -	\$ 4,448
5%	\$ 1,611	\$ 1,750	\$ 2,179	\$ 2,367	\$ 2,746	\$ 2,984	\$ 3,314	\$ 3,601	\$ 3,881	\$ 4,218	\$ 4,449	\$ 4,835
10%	\$ 1,751	\$ 1,892	\$ 2,368	\$ 2,559	\$ 2,985	\$ 3,226	\$ 3,602	\$ 3,893	\$ 4,219	\$ 4,560	\$ 4,836	\$ 5,227
15%	\$ 1,893	\$ 2,034	\$ 2,560	\$ 2,751	\$ 3,227	\$ 3,467	\$ 3,894	\$ 4,184	\$ 4,561	\$ 4,901	\$ 5,228	\$ 5,618
20%	\$ 2,035	\$ 2,175	\$ 2,752	\$ 2,942	\$ 3,468	\$ 3,709	\$ 4,185	\$ 4,476	\$ 4,902	\$ 5,243	\$ 5,619	\$ 6,009
25%	\$ 2,176	\$ 2,317	\$ 2,943	\$ 3,134	\$ 3,710	\$ 3,951	\$ 4,477	\$ 4,767	\$ 5,244	\$ 5,584	\$ 6,010	\$ 6,401
30%	\$ 2,318	\$ 2,459	\$ 3,135	\$ 3,325	\$ 3,952	\$ 4,192	\$ 4,768	\$ 5,059	\$ 5,585	\$ 5,926	\$ 6,402	\$ 6,792
35%	\$ 2,460	\$ 2,600	\$ 3,326	\$ 3,517	\$ 4,193	\$ 4,434	\$ 5,060	\$ 5,350	\$ 5,927	\$ 6,267	\$ 6,793	\$ 7,184
40%	\$ 2,601	\$ 2,742	\$ 3,518	\$ 3,709	\$ 4,435	\$ 4,675	\$ 5,351	\$ 5,642	\$ 6,268	\$ 6,608	\$ 7,185	\$ 7,575
45%	\$ 2,743	\$ 2,884	\$ 3,710	\$ 3,900	\$ 4,676	\$ 4,917	\$ 5,643	\$ 5,933	\$ 6,609	\$ 6,950	\$ 7,576	\$ 7,966
50%	\$ 2,885	\$ 3,026	\$ 3,901	\$ 4,092	\$ 4,918	\$ 5,158	\$ 5,934	\$ 6,225	\$ 6,951	\$ 7,291	\$ 7,967	\$ 8,358
55%	\$ 3,027	\$ 3,167	\$ 4,093	\$ 4,284	\$ 5,159	\$ 5,400	\$ 6,226	\$ 6,516	\$ 7,292	\$ 7,633	\$ 8,359	\$ 8,749
60%	\$ 3,168	\$ 3,309	\$ 4,285	\$ 4,475	\$ 5,401	\$ 5,642	\$ 6,517	\$ 6,808	\$ 7,634	\$ 7,974	\$ 8,750	\$ 9,141
65%	\$ 3,310	\$ 3,451	\$ 4,476	\$ 4,667	\$ 5,643	\$ 5,883	\$ 6,809	\$ 7,099	\$ 7,975	\$ 8,316	\$ 9,142	\$ 9,532
70%	\$ 3,452	\$ 3,592	\$ 4,668	\$ 4,858	\$ 5,884	\$ 6,125	\$ 7,100	\$ 7,391	\$ 8,317	\$ 8,657	\$ 9,533	\$ 9,923
75%	\$ 3,593	\$ 3,734	\$ 4,859	\$ 5,050	\$ 6,126	\$ 6,366	\$ 7,392	\$ 7,682	\$ 8,658	\$ 8,998	\$ 9,924	\$ 10,315
80%	\$ 3,735	\$ 3,876	\$ 5,051	\$ 5,242	\$ 6,367	\$ 6,608	\$ 7,683	\$ 7,974	\$ 8,999	\$ 9,340	\$ 10,316	\$ 10,706
85%	\$ 3,877	\$ 4,017	\$ 5,243	\$ 5,433	\$ 6,609	\$ 6,849	\$ 7,975	\$ 8,265	\$ 9,341	\$ 9,681	\$ 10,707	\$ 11,097
90%	\$ 4,018	\$ 4,159	\$ 5,434	\$ 5,625	\$ 6,850	\$ 7,091	\$ 8,266	\$ 8,557	\$ 9,682	\$ 10,023	\$ 11,098	\$ 11,489
95%	\$ 4,160	\$ 4,301	\$ 5,626	\$ 5,817	\$ 7,092	\$ 7,332	\$ 8,558	\$ 8,848	\$ 10,024	\$ 10,364	\$ 11,490	\$ 11,880
100%	\$ 4,302	\$ 4,442	\$ 5,818	\$ 6,008	\$ 7,333	\$ 7,574	\$ 8,849	\$ 9,140	\$ 10,365	\$ 10,706	\$ 11,881	\$ 12,272

Resolution

Number 21-1854

Adopted Date December 21, 2021

ACCEPT RESIGNATION OF MATTHEW ERVIN, INFRASTRUCTURE SYSTEMS ANALYST, WITHIN WARREN COUNTY TELECOMMUNICATIONS DEPARTMENT, EFFECTIVE DECEMBER 31, 2021

BE IT RESOLVED, to accept the resignation of Matthew Ervin, Infrastructure Systems Analyst, within the Warren County Telecommunications Department effective December 31, 2021.

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 21-1855

Adopted Date December 21, 2021

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN HUMAN SERVICES FUND
2204

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2,500.00	from	22045310-5910	(Other Expenses)
	into	22045310-5820	(Health and Life Insurance)

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓
Appropriation Adj. file
Human Services (file)

Resolution

Number 21-1856

Adopted Date December 21, 2021

ESTABLISH BUDGET STABILIZATION ACCOUNT FROM THE UNENCUMBERED GENERAL FUND CASH BALANCE

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

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

WHEREAS, the total of the reserve balance for 2022 is not to be greater than one-sixth of the expenditures from the General Fund in 2021; and

WHEREAS, it is recommended by the County Administrator based upon the one-sixth calculation that this Board allocate \$12,000,000 in the General Fund Budget Stabilization Account for 2022; and

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

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

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

Resolution adopted this 21st day of December 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

Tz/

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