

Resolution

Number 19-0712

Adopted Date June 11, 2019

ACCEPT RESIGNATION OF DARRION JONES, CUSTODIAL WORKER I, WITHIN THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT EFFECTIVE JUNE 15, 2019

BE IT RESOLVED, to accept the resignation, of Darrion Jones, Custodial Worker I, within the Warren County Facilities Management Department effective June 15, 2019.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
D. Jones' Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 19-0713

Adopted Date June 11, 2019

AMEND RESOLUTION #19-0636 ACCEPTING THE RESIGNATION OF MORGAN CRAWFORD, PROTECTIVE SERVICES CASEWORKER I, WITHIN WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, pursuant to Resolution #19-0636 adopted May 28, 2019, this Board approved the resignation of Morgan Crawford effective October 1, 2019 and

WHEREAS, Ms. Crawford has requested her resignation date be moved to June 14, 2019; and


NOW THEREFORE BE IT RESOLVED, to amend resolution #19-0636, adopted May 28, 2019, to reflect the correct resignation date of June 14, 2019.

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

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

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Children Services (file)
Morgan Crawford's Personnel file
OMB – Sue Spencer

Resolution

Number 19-0714

Adopted Date June 11, 2019

AMEND RESOLUTION #19-0542 ACCEPTING THE RESIGNATION OF JULIE HORNEY, PROTECTIVE SERVICES CASEWORKER II, WITHIN WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, pursuant to Resolution #19-0542 adopted May 7, 2019, this Board approved the resignation of Julie Horney effective May 24, 2019 and

WHEREAS, Ms. Horney has requested her resignation date be moved June 28, 2019 as her plans to move out of state were delayed and the department has not replaced her as of yet; and

NOW THEREFORE BE IT RESOLVED, to amend resolution #19-0542, adopted May 7, 2019, to reflect the correct resignation date of June 28, 2019.

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

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

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
Julie Horney's Personnel file
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0715

Adopted Date June 11, 2019

DECLARE AN EMERGENCY AND WAIVE COMPETITIVE BIDDING FOR THE IMMEDIATE REPLACEMENT OF RADIATOR AT COMMON PLEAS COURT BUILDING

WHEREAS, the Common Pleas generator's radiator is no longer working and replacement is needed; and

WHEREAS, the operation of the generator is needed to maintain continuous operations for Emergency Services Communications Center; and

NOW THEREFORE BE IT RESOLVED, to authorize the immediate replacement of the radiator for the Common Pleas generator; and

NOW THEREFORE BE IT RESOLVED, to approve a purchase order to Buckeye Power Sales in the amount of \$26,170.46.

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

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

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
Facilities Management (file)
OMB

Resolution

Number 19-0716

Adopted Date June 11, 2019

APPOINT COMMITTEE TO REVIEW MPLS RFP RESPONSES FOR THE PROCUREMENT OF MPLS EQUIPMENT RELATED TO THE WARREN COUNTY TELECOMMUNICATIONS PUBLIC SAFETY NETWORK

WHEREAS, Sections 153.65-71 of the Ohio Revised Code identifies the requirements and procedures for procuring equipment; and

WHEREAS, the Warren County Board of County Commissioners issued a request for proposals from interested vendors on May 5, 2019 and submittals were required by May 24, 2019; and

WHEREAS, the Warren County Telecommunications Department recommends a committee of three (3) to review the submittals; and

WHEREAS; the committee will be comprised of the Warren County Telecommunications Director, Deputy Director and Infrastructure Systems Manager; and

WHEREAS, the committee will present its review sheets to the Warren County Board of Commissioners at its conclusion; and

NOW THEREFORE BE IT RESOLVED, to appoint the committee to review MPLS RFP responses for the procurement of MPLS Equipment related to the Warren County Telecommunications Public Safety Network

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecom (file)
Project File

Resolution

Number 19-0717

Adopted Date June 11, 2019

APPOINT COMMITTEE TO REVIEW ENGINEERING QUALIFICATIONS FOR THE PROCUREMENT OF PROFESSIONAL ENGINEERING SERVICES RELATED TO THE SANITARY SEWER STUDY OF THE MORROW-ROACHESTER AND MORROW-COZADDALE SEWER IMPROVEMENT AREAS.

WHEREAS, Sections 153.65-71 of the Ohio Revised Code identifies the requirements and procedures for procuring the services of a consulting engineering firm for the development of studies, plans, specifications, and bid documents; and

WHEREAS, with the adoption of Resolution No. 19-0378 on April 2, 2019 the Warren County Board of County Commissioners approved the issuance of a request for qualifications to interested consulting firms for the study of the sanitary sewers within the Morrow-Roachester and Morrow-Cozaddale sewer improvement areas; and

WHEREAS, by 4:00 PM, Friday, May 24, 2019 the Water & Sewer Department received seven sealed qualification submittals for the aforementioned project; and

WHEREAS, the County Sanitary Engineer requests this board appoint a committee comprised of three to six members to review the submittals, with the size of committee to be determined based on the availability of the members; and

WHEREAS, the County Sanitary Engineer recommends said committee be comprised of the Superintendent of Wastewater Collections, the Collection System Foremen, the Deputy Sanitary Engineer, Sanitary Engineer, and Water & Sewer Staff Engineer; and

WHEREAS, the committee will evaluate the submittals and present recommendations to the Warren County Board of Commissioners at its conclusion, in accordance with the process outlined in the published Request for Qualifications; and

NOW THEREFORE BE IT RESOLVED, to accept the County Sanitary Engineer's recommendation and appoint the committee to review engineering qualifications for the procurement of professional engineering services for the study of the sanitary sewers within the Morrow-Roachester and Morrow-Cozaddale sewer improvement areas.

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

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

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
Project File

Resolution

Number 19-0718

Adopted Date June 11, 2019

AUTHORIZE WARREN COUNTY SANITARY ENGINEER TO PREPARE AND SUBMIT A PREAPPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT PROGRAM AND TO EXECUTE CONTRACTS, AS REQUIRED, FOR THE WAYNESVILLE SEWER COLLECTION SYSTEM IMPROVEMENTS PROJECT PHASE 4 (PROGRAM YEAR 2021)

WHEREAS, the State Capital Improvement Program provides financial assistance to political subdivisions for capital improvements to public infrastructure; and

WHEREAS, the Warren County Water and Sewer Department is planning to make capital improvements to the aged and deteriorated sanitary sewer collection system that service County customers located in the Village of Waynesville; and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs,

NOW THEREFORE BE IT RESOLVED, that:

- 1) The Warren County Sanitary Engineer is hereby authorized to apply to the OPWC for funds for capital improvements for the Waynesville Sewer Collection System Improvements Project – Phase 4, for Program Year 2021.
- 2) The Warren County Sanitary Engineer is further authorized to enter into any agreements as may be necessary and appropriate for obtaining financial assistance.

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

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

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
Project (file)

District 10 - Public Works Integrating Committee Pre-Application for Financial Assistance

Applicant should consult instructions prior to completing this form.

APPLICANT NAME Warren County Water & Sewer Department
Street 406 Justice Drive
City/Zip Lebanon, Ohio 45036
County Warren

Contact Person Chris Wojnicz
Phone Number 513-695-1646

Project Name Waynesville Sewer Collection System Improvements Project - Phase 4
Project Type (Check primary project) Road Bridge Water Supply

Sewer Collection Sewer Treatment Stormwater Solid Waste Disposal

Flood Control Other _____

TOTAL PROJECT COST: \$ 977,000
DISTRICT FUNDING REQUESTED: \$ 478,730

This Section for District Use

DISTRICT FUNDING RECOMMENDATION: \$ _____

FUNDING SOURCE REQUESTED (Check One)

State Issue 2 District 10 - Grant Allocation
 State Issue 2 District 10 - Loan
 State Issue 2 District 10 - Debt Support/Credit Enhancement
 State Issue 2 Small Government Funds
 Local Transportation Improvement Program (LTIP)

PROJECT SCHEDULE:

Engineering will be completed Spring 2021
 Project will be ready to bid Early Summer 2021
 Construction will be Completed 12/31/21

PROJECT INFORMATION

PROJECT NAME: Waynesville Sewer Collection System Improvements Project - Phase 3

BRIEF PROJECT DESCRIPTION:

A. Specific Location: (attach map)

See attached vicinity map. Project is located in the Village of Waynesville along Franklin Street, Third Street, Fourth Street, Fifth Street, Sixth Street, Chapman Street, and North Street.

B. Project Components:

Project consists of repairing 26 failing sanitary manholes by applying an epoxy based liner on the inside of the manhole and replacing existing casting and lids, to prevent further manhole degradation and possible manhole collapses resulting in sewer backups, and cured-in-place lining of approximately 6,764 feet of failing clay sanitary sewer as shown on the concept plan.

C. Physical Dimensions/Characteristics:

Existing sanitary manholes are brick and mortar structures that are degrading due to hydrogen sulfides, age, and construction. Degradation has caused infiltration and will ultimately lead to manhole collapse. The existing 6,764 feet of clay sewer main is 8" in diameter and degrading under the same conditions. The majority of the system was installed in the mid 1930's and infiltration has caused the treatment plant to see higher than normal flows.

D. Design Service Capacity:

The sanitary manholes and corresponding sanitary sewer serves over 1,100 residential properties, or 2,970 residents, 3 educational facilities, 2 commercial shopping centers and approximately 15 industries.

E. Current Status:

The existing sanitary sewer manholes and sewer serving the Village of Waynesville are degrading due to hydrogen sulfides, age, and construction found in this area. The decline of the structural integrity of the manholes and sewer main has increased infiltration causing the treatment plant to see higher than normal flows which may cause potential overflows at the plant and will lead to collapse of mains and manholes and sewer backups of homes.

Supporting Documentation: (List documents/attachments)

Opinion of Probable Cost

Vicinity Map

Concept Plan

PROJECT FINANCIAL INFORMATION:

Project Estimated Costs	(Round to Nearest Dollar & Percent)	
a) Total Project Engineering	\$ 0	0 %
b) Total Acquisition Expenses	\$ 0	0 %
c) Total Construction/Equipment Costs	\$ 977,000	100 %
d) Other Direct Project Costs	\$ 0	0 %
e) TOTAL PROJECT COSTS	\$ 977,100	100 %

TOTAL PORTION OF PROJECT COSTS - REPAIR/REPLACEMENT \$ 977,000 100 %

TOTAL PORTION OF PROJECT COSTS - NEW/EXPANSION \$ 0 0 %

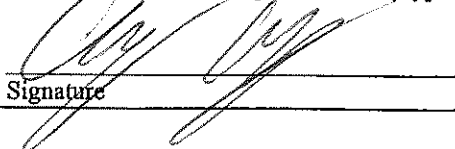
PROJECT FINANCIAL RESOURCES (Round to Nearest Dollar and Percent)

a) Local In-Kind Contributions:	\$ 0	0 %
b) Local Public Revenues:	\$ 498,270	51 %
c) Local Private Revenues:	\$ 0	0 %
d) Other Public Revenues:		
State of Ohio	\$ 0	0 %
Federal Programs	\$ 0	0 %
e) OPWC District 10 Funds:		
Grants	\$ 478,730	49 %
Loans/Debt Support/Credit	\$ 0	0 %
f) TOTAL FINANCIAL RESOURCES	\$ 977,000	100 %

Applicant certifies that the following information has been included with this Pre-Application for Financial Assistance: (circle appropriate response)

Yes	No	Two-Year Maintenance of Local Effort Report
Yes	No	Inventory of Existing Infrastructure
Yes	No	5-Year Capital Improvement Plan
Yes	No	N/A
		Status of Funds Report (if applicable - see instructions)

Chris Wojnicz; Deputy County Sanitary Engineer
 Certifying Applicant Representative (Type Name and Title)


 Signature

6/7/19
 Date Signed

Resolution

Number 19-0719

Adopted Date June 11, 2019

AUTHORIZE PRESIDENT OF THE BOARD TO SIGN PERMIT APPLICATIONS FROM THE OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL ON BEHALF OF THE WARREN COUNTY AGRICULTURAL SOCIETY

BE IT RESOLVED, to authorize the President of the Board to sign a permit application from the Ohio Department of Commerce, Division of Liquor Control, on behalf of the Warren County Agricultural Society for the purpose of obtaining a liquor license during the Warren County Fair; copy of said application as attached hereto and made a part hereof.

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

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

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: Warren County Agricultural Society (file)
C/A—Ohio Department of Commerce, Division of Liquor Control



OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL
 6606 TUSSING ROAD
 REYNOLDSBURG, OHIO 43068-9005
 Telephone No. (614) 387-7407
 Fax No. (614) 644-6965
 http://www.com.ohio.gov/liqr

F PERMIT APPLICATION FILING FEE \$40.00

Five-Day Privilege for Special Functions - Valid for the Sale of BEER ONLY, Until 1:00 a.m.

APPLICATION MUST BE FILED AT LEAST THIRTY (30) DAYS PRIOR TO THE DATE OF FUNCTION

§ 4303.20 F permit. Permit F may be issued to an association of ten or more persons, a labor union, or a charitable organization, or to an employer of ten or more persons sponsoring a function for the employer's employees, to purchase from the holders of A-1 and B-1 permits and to sell beer for a period lasting not to exceed five days. No more than two such permits may be issued to the same applicant in any thirty-day period. The special function for which the permit is issued shall include a social, recreational, benevolent, charitable, fraternal, political, patriotic, or athletic purpose but shall not include any function the proceeds of which are for the profit or gain of any individual. The fee for this permit is forty dollars.

CAREFULLY READ THE GENERAL INSTRUCTIONS FOR FILING AN F APPLICATION - ON PAGE 5

TYPE OR PRINT PLAINLY		ALL QUESTIONS MUST BE ANSWERED	
Name of Non-Profit Organization (Exact Name must be uniform on all documents - please do not abbreviate)			
Warren County Agricultural Society			
Street Address (Where Function Will Be Held - BE SPECIFIC & must be uniform on all documents - For Street Closures see Address Addendum -Page 1(A))			
665 North Broadway, Fairgrounds, Beer Garden along track			
Township (Only if outside city or village limits)	City	State OHIO	Zip Code
	Lebanon		45036
County: Warren			
Mail and/or Fax Permit and Correspondence To: Name: Bob Hinkley, Cox Concessions			
Street Address: 717 E 17th Avenue		City: Columbus	State: OH Zip Code: 43211
Phone #: 641-284-8375		Fax #: 614-297-0758	
Email Address: ohio@cbycox.com		(Note: This is for notification purpose only - NOT for emailing correspondence)	
Individual responsible for the compliance with Ohio's liquor laws in conjunction with the sale and consumption of alcoholic beverages:		Name: Joe Wilson	Title: WCAS Fair Comm. Chair
		Phone #: 513-200-2771	
Date and Time Function Will Begin :	Date Function Begins : <u>07/15/2019</u> (Month/ Day/ Year)	Time Function Begins : <u>12:01</u>	<input type="checkbox"/> am <input checked="" type="checkbox"/> pm
Date and Time Function Will End :	Date Function Ends : <u>07/19/2019</u> (Month/ Day/ Year)	Time Function Ends : <u>11:00</u>	<input type="checkbox"/> am <input checked="" type="checkbox"/> pm
Please check what type of organization:			
<input type="checkbox"/> Association of ten or more persons		<input type="checkbox"/> Employer of ten or more persons sponsoring a function for his employees, except for a manufacturer or wholesale distributor of alcoholic beverages (not open to the public)	
<input checked="" type="checkbox"/> Charitable Organization		<input type="checkbox"/> Labor Union	
The Division of Liquor Control does not regulate or advise individuals regarding gambling in conjunction with the issuance of an F permit. Any question regarding gambling should be directed to the Ohio Attorney General's Office, Charitable Gaming Section, 150 East Gay Street, 23rd Floor, Columbus, OH 43215 at (614) 466-3181.			

FOR OFFICE USE ONLY

<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="height: 20px;">Taxing District</td></tr> <tr><td style="height: 20px;">Permit Number</td></tr> <tr><td style="height: 20px;">Receipt #</td></tr> </table>	Taxing District	Permit Number	Receipt #	Remarks:	Reviewer Action:
Taxing District					
Permit Number					
Receipt #					

1. What is the purpose of the event? To support the Warren County Agricultural Society and Jr. Fair Programs

(NOTE: The proceeds of the function shall not be used for the profit or gain of any individuals).

2. Will 100% of the proceeds, less expenses, from the applicant's sale of alcoholic beverages either be retained by the applicant or distributed by the applicant for non-profit social, recreational, benevolent, charitable, fraternal, political, patriotic or or athletic purposes? YES NO

If "NO", please give detailed explanation: _____

3. Will any individual or for profit association, corporation, or other legal entity receive any percentage of the proceeds after expenses from the event for which you are requesting the F permit? YES NO

If "YES", please explain, identifying share of profit or gain each person/party will receive: _____

4. Will the members of the applicant organization coordinate and operate the event and conduct the sale of alcoholic beverages? YES NO

If "NO", please submit a detailed explanation of the non member involvement and their financial compensation.

5. Give the name and address of the brewer or distributor from whom beer will be purchased.

Ohio Eagle Distributing
150 Lawton Avenue, Monroe, OH 45050

The Division of Liquor Control does not regulate or advise individuals regarding gambling in conjunction with the issuance of an F permit. Any question regarding gambling should be directed to the Ohio Attorney General's Office, Charitable Gaming Section, 150 East Gay Street, 23rd Floor, Columbus, OH 43215 at (614) 466-3181.

THE FOLLOWING MUST BE COMPLETED BY THE APPLICANT(S):

STATE OF OHIO, Warren COUNTY, ss

I/We Joe Wilson - W.C.A.S. being first duly sworn, according to law, depose and say that the statements and answers made in the foregoing application are true, and say that I/We are at least twenty-one years of age and the statements and answers made in the foregoing application are true. I hereby acknowledge that I/We are required by law to be responsible for any conduct that violates laws pertaining to the sale of alcoholic beverages.

FALSIFICATION OF ANY OF THE INFORMATION ON THIS APPLICATION CAN RESULT IN THE DIVISION'S REFUSING TO ISSUE THIS PERMIT AND WILL BE PUNISHABLE TO THE FULLEST EXTENT OF THE LAW

Joe Wilson (Signature of Officer of Association, Lodge or Corporation) Joe Wilson (Print Name)
4711 Oregonia Rd (Residence Address) Oregonia (City) OH (State) 45054 (Zip Code) 513-200-2771 (Telephone Number)

(This portion to be completed by Notary Public)

Sworn to before me and subscribed in my presence this _____ day of _____.

(Notary Public)

(Notary Expiration)

(Notary - Please Print Name and Affix Seal/Stamp)



OHIO DEPARTMENT OF COMMERCE
 DIVISION OF LIQUOR CONTROL
 6606 Tussing Road, P.O. Box 4005, Reynoldsburg, Ohio 43068-9005
TENANCY & POLICE NOTIFICATION FORM FOR TEMPORARY PERMIT

Section A. (Completed by Applicant): TEMPORARY PERMIT FUNCTION INFORMATION

The Warren County Agricultural Society
(Full Name of Organization [this must be same as what is listed on Application])

will be conducting an event at the location of 665 North Broadway, Fairgrounds, Beer Garden along track
(Location or Street address where function held [this must be same as what is listed on Application])

and has applied for an "F" class temporary liquor permit to allow the sale of beer:

beginning 07/15/2019 at 12:01 am pm
(Date Function Begins - Month/Day/Year) (Time Function Begins)

and ending 07/19/2019 at 11:00 am pm
(Date Function Ends - Month/Day/Year) (Time Function Ends)

Section B. (Completed by Property Owner): CONSENT OF REAL PROPERTY OWNER INFORMATION

If applicant is owner of real property mark box, and sign below.

I/We, being the owner of the realty located at the address mentioned in Section A. above, do hereby acknowledge notification that the Organization listed above will hold a special function on the dates specified by signing below.

X Shannon Jones Shannon Jones 6/11/19
(Signed - Real Property Owner) (Print Name of Real Property Owner) (Date)

406 Justice Dr. Lebanon, OH 45036
(Street Address of Real Property Owner) (City, State, and Zip Code) (Telephone Number)

Section C. (Completed by Chief Peace Officer): NOTICE TO CHIEF PEACE OFFICER (City/Township Police, OR County Sheriff)

This portion must be signed by the Chief Peace Officer in the municipality or the township where this function will be held indicating that he/she has been notified of the date, time, place and duration of the event. (If the township does not have a Chief Peace Officer, the County Sheriff's Office must be notified accordingly.)

I, being the Chief Peace Officer of the City, Township or County where the function listed above in Section A will be held, acknowledges that I have received notification that the Organization listed above will hold a special function on the dates specified, by signing below.

X _____
(Signed) (Title) (Check the box that applies) (Date)

City Police
 Twp Police
 County Sheriff

_____ *(Print Name)*

In signing this form, the Chief Peace Officer is merely acknowledging receipt of notification of the event and not giving their approval or consent of the event on behalf of the political subdivision.



DIAGRAM OF PERMIT PREMISES FOR TEMPORARY PERMIT

THIS DOCUMENT MUST BE COMPLETED IN ORDER TO OBTAIN YOUR TEMPORARY PERMIT

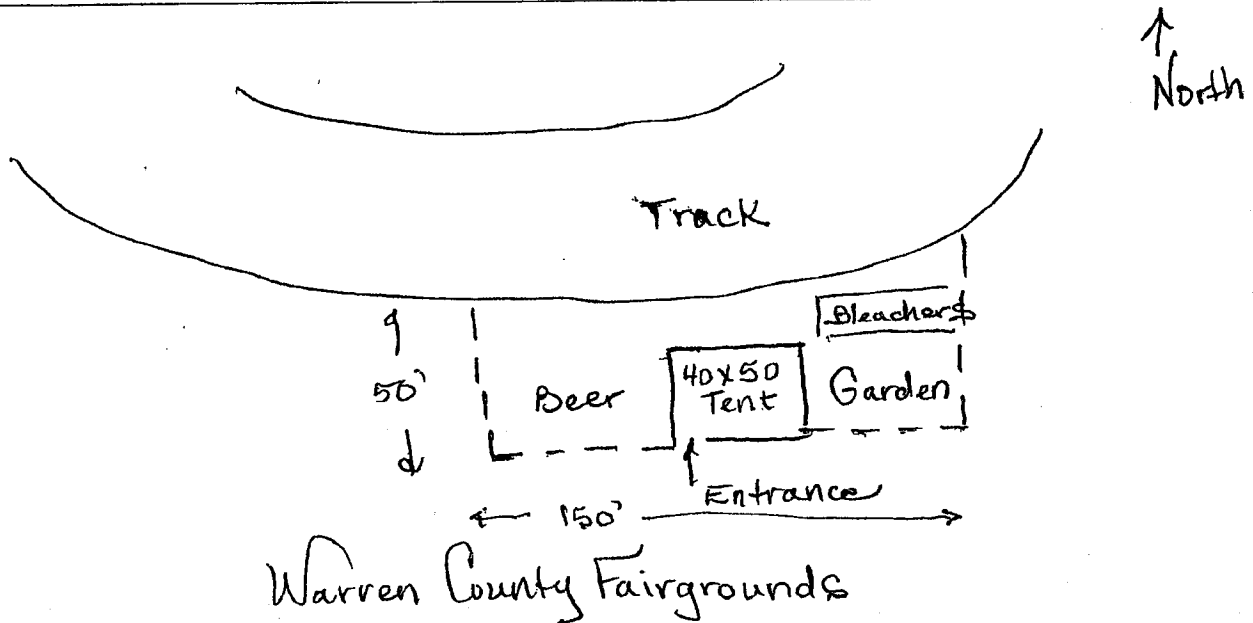
Section 4301.62 ("open container statute") prohibits anyone from possessing an open container of any alcoholic beverage outside of the area defined as permit premises. Whoever violates this statute is guilty of a MISDEMEANOR of the first degree. Any alcoholic beverage must be both sold and consumed within the defined permit premises.

It is required that every applicant for an F or F2 permit submit with the application a diagram of the premises where alcoholic beverages will be sold and consumed. If the diagram is not included, the application will be returned to the applicant. The diagram must be submitted in the space provided below or on a separate sheet, and must be signed by the person who prepared the diagram or the applicant.

FOR EVENTS HELD INDOORS: Diagram must identify the room(s) and/or building in which the alcoholic beverages will be sold and consumed.

FOR EVENTS HELD ENTIRELY or PARTIALLY OUTDOORS: Diagram must show shape and measured dimensions of the area to be used. Location of barriers must be shown, and an explanation of the type of barriers given (e.g. chain link fence, snow fence, brick wall, rope, etc.) which will separate permit premises from other areas which are not permit premises.

DIAGRAM MUST APPEAR IN THE SPACE BELOW



Signature of Person who prepared diagram or applicant

Joe Wilson - W.C.A.S

GENERAL INSTRUCTIONS FOR FILING "F" APPLICATIONS

The "F" permit may be issued to any association of ten or more persons, labor union, charitable organization, or to an employer of ten or more persons sponsoring a function for his employees to sell beer only. An "F" permit is effective for not more than five (5) days for the sale of beer only until 1:00 a.m. No more than two (2) "F" permits may be issued to the same applicant in any thirty (30) day period.

The special function for which the permit is issued shall include a social, recreational, benevolent, charitable, fraternal, political, patriotic, or athletic purpose but shall not include any function the proceeds of which are for the profit or gain of any individual.

APPLICATION WILL NOT BE ACCEPTED WITHOUT THE FOLLOWING REQUIRED DOCUMENTS

1. Forty (\$40.00) dollar filing fee. Make check payable to the Division of Liquor Control. **Please do not mail cash.**
2. Letter of approval from Fair Board if function is to be held on county fairgrounds.
3. Division of Liquor Control Form 4221, Consent of Real Property Owner/Notification of Chief Peace Officer.
4. Copy of diagram of permit premises, (Form DLC 4221) denoting areas where beer will be consumed.
5. If the event is on the premises of a retail permit holder (liquor license holder) you must have the retail permit holder complete Page 6, a notarized affidavit, signed by an officer/owner of the retail permit, stating they will not utilize their permit privileges at the same time and place as the temporary event.
6. If there will be any type of street/alley, or public sidewalk closure, you must submit an acknowledgement from the legislative or local police authority in control authorizing such closure.

WARNINGS

- Applicant must be at least twenty-one (21) years of age.
- Section 4301.24 of Ohio Revised Code prohibits any manufacturer or wholesale distributor from aiding or assisting any retail permit holder by gift or loan of any money or property of any description or other valuable thing; and it prohibits any retail permit holder from accepting same. **THIS MEANS A WHOLESALE DISTRIBUTOR MAY NOT AID THE PERMIT HOLDER IN ANY WAY, EITHER FINANCIALLY OR BY ADVERTISING THE FUNCTION COVERED BY THIS APPLICATION; AND THE PERMIT HOLDER MAY NOT ACCEPT SUCH ASSISTANCE FROM THE WHOLESALE DISTRIBUTOR.**
- An "F" permit holder must purchase all alcoholic beverages from a wholesale distributor or brewer.
- It is illegal to allow a patron to remove any alcoholic beverage from or to consume it off the premises designated on your permit.
- It is illegal for any person under the age of twenty-one (21) to purchase or consume alcoholic beverages. It is the permit holder's responsibility to obtain proper identification.

Warren County
FAIRGROUNDS

LEBANON, OHIO

www.warrencountyfairohio.org

June 7, 2019

To whom it may concern,

The Warren County Agricultural Society (WCAS) will again provide a Beer Garden at the Warren County Fair, July 15-20, 2019, serving from 12 noon to 11 pm at the Warren County Fairgrounds, 665 North Broadway, Lebanon, OH. WCAS has approved a contract with Cox Concessions to serve beer to Fair guests in the Beer Garden, within the designated area. Cox has agreed to provide \$1,000,000 liability insurance with WCAS named as additional insured.

Sincerely,



Rebecca Osborne
Fair Secretary & Facility Manager
WCAS Board Director

cc: J. Wilson



OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL
 6606 TUSSING ROAD
 REYNOLDSBURG, OHIO 43068-9005
 Telephone No. (614) 387-7407
 Fax No. (614) 644-6965
<http://www.com.ohio.gov/liqr>

F PERMIT APPLICATION FILING FEE \$40.00

Five-Day Privilege for Special Functions - Valid for the Sale of BEER ONLY, Until 1:00 a.m.

APPLICATION MUST BE FILED AT LEAST THIRTY (30) DAYS PRIOR TO THE DATE OF FUNCTION

§ 4303.20 F permit. Permit F may be issued to an association of ten or more persons, a labor union, or a charitable organization, or to an employer of ten or more persons sponsoring a function for the employer's employees, to purchase from the holders of A-1 and B-1 permits and to sell beer for a period lasting not to exceed five days. No more than two such permits may be issued to the same applicant in any thirty-day period. The special function for which the permit is issued shall include a social, recreational, benevolent, charitable, fraternal, political, patriotic, or athletic purpose but shall not include any function the proceeds of which are for the profit or gain of any individual. The fee for this permit is forty dollars.

CAREFULLY READ THE GENERAL INSTRUCTIONS FOR FILING AN F APPLICATION - ON PAGE 5

TYPE OR PRINT PLAINLY		ALL QUESTIONS MUST BE ANSWERED	
Name of Non-Profit Organization (Exact Name must be uniform on all documents - please do not abbreviate)			
Warren County Agricultural Society			
Street Address (Where Function Will Be Held - BE SPECIFIC & must be uniform on all documents - For Street Closures see Address Addendum -Page 1(A))			
665 North Broadway, Fairgrounds, Beer Garden along track			
Township (Only if outside city or village limits)	City	State	Zip Code
	Lebanon	OHIO	45036
County: Warren		<input checked="" type="checkbox"/>	
Mall and/or Fax Permit and Correspondence To: Name: Bob Hinkley, Cox Concessions			
Street Address: 717 E 17th Avenue		City: Columbus	State: OH Zip Code: 43211
Phone #: 641-284-8375	Fax #: 614-297-0758		
Email Address: ohio@cbycox.com		(Note: This is for notification purpose only - NOT for emailing correspondence)	
Individual responsible for the compliance with Ohio's liquor laws in conjunction with the sale and consumption of alcoholic beverages:		Name: Joe Wilson	Title: WCAS Fair Comm. Chair
		Phone #: 513-200-2771	
Date and Time Function Will <u>Begin</u> :	Date Function <u>Begins</u> : 07/20/2019 (Month/ Day/ Year)	Time Function <u>Begins</u> : 12:01	<input type="checkbox"/> am <input checked="" type="checkbox"/> pm
Date and Time Function Will <u>End</u> :	Date Function <u>Ends</u> : 07/20/2019 (Month/ Day/ Year)	Time Function <u>Ends</u> : 11:00	<input type="checkbox"/> am <input checked="" type="checkbox"/> pm
Please check what type of organization:			
<input type="checkbox"/> Association of ten or more persons		<input type="checkbox"/> Employer of ten or more persons sponsoring a function for his employees, except for a manufacturer or wholesale distributor of alcoholic beverages (not open to the public)	
<input checked="" type="checkbox"/> Charitable Organization		<input type="checkbox"/> Labor Union	
The Division of Liquor Control does not regulate or advise individuals regarding gambling in conjunction with the issuance of an F permit. Any question regarding gambling should be directed to the Ohio Attorney General's Office, Charitable Gaming Section, 150 East Gay Street, 23rd Floor, Columbus, OH 43215 at (614) 466-3181.			

FOR OFFICE USE ONLY

Taxing District Permit Number Receipt #	Remarks:	Reviewer Action:
---	----------	------------------

1. What is the purpose of the event? To support the Warren County Agricultural Society and Jr. Fair Programs

(NOTE: The proceeds of the function shall not be used for the profit or gain of any individuals).

2. Will 100% of the proceeds, less expenses, from the applicant's sale of alcoholic beverages either be retained by the applicant or distributed by the applicant for non-profit social, recreational, benevolent, charitable, fraternal, political, patriotic or or athletic purposes? YES NO

If "NO", please give detailed explanation: _____

3. Will any individual or for profit association, corporation, or other legal entity receive any percentage of the proceeds after expenses from the event for which you are requesting the F permit? YES NO

If "YES", please explain, identifying share of profit or gain each person/party will receive: _____

4. Will the members of the applicant organization coordinate and operate the event and conduct the sale of alcoholic beverages? YES NO

If "NO", please submit a detailed explanation of the non member involvement and their financial compensation.

5. Give the name and address of the brewer or distributor from whom beer will be purchased.

Ohio Eagle Distributing
150 Lawton Avenue, Monroe, OH 45050

The Division of Liquor Control does not regulate or advise individuals regarding gambling in conjunction with the issuance of an F permit. Any question regarding gambling should be directed to the Ohio Attorney General's Office, Charitable Gaming Section, 150 East Gay Street, 23rd Floor, Columbus, OH 43215 at (614) 466-3181.

THE FOLLOWING MUST BE COMPLETED BY THE APPLICANT(S):

STATE OF OHIO, Warren COUNTY, ss

I/We Joe Wilson - W.C.A.S being first duly sworn, according to law, depose and say that the statements and answers made in the foregoing application are true, and say that I/We are at least twenty-one years of age and the statements and answers made in the foregoing application are true. I hereby acknowledge that I/We are required by law to be responsible for any conduct that violates laws pertaining to the sale of alcoholic beverages.

FALSIFICATION OF ANY OF THE INFORMATION ON THIS APPLICATION CAN RESULT IN THE DIVISION'S REFUSING TO ISSUE THIS PERMIT AND WILL BE PUNISHABLE TO THE FULLEST EXTENT OF THE LAW

Joe Wilson (Signature of Officer of Association, Lodge or Corporation) Joe Wilson (Print Name)
4711 Oregonia Rd (Residence Address) Oregonia (City) Oh (State) 45054 (Zip Code) 513-200-2771 (Telephone Number)

(This portion to be completed by Notary Public)

Sworn to before me and subscribed in my presence this _____ day of _____

(Notary Public)

(Notary Expiration)

(Notary - Please Print Name and Affix Seal/Stamp)

DLC 4115



OHIO DEPARTMENT OF COMMERCE
DIVISION OF LIQUOR CONTROL
6606 Tussing Road, P.O. Box 4005, Reynoldsburg, Ohio 43068-9005
TENANCY & POLICE NOTIFICATION FORM FOR TEMPORARY PERMIT

Section A. (Completed by Applicant): TEMPORARY PERMIT FUNCTION INFORMATION

The Warren County Agricultural Society
(Full Name of Organization [this must be same as what is listed on Application])

will be conducting an event at the location of 665 North Broadway, Fairgrounds, Beer Garden along track
(Location or Street address where function held [this must be same as what is listed on Application])

and has applied for an "F" class temporary liquor permit to allow the sale of beer:

beginning 07/20/2019 at 12:01 am pm
(Date Function Begins - Month/Day/Year) (Time Function Begins)

and ending 07/20/2019 at 11:00 am pm
(Date Function Ends - Month/Day/Year) (Time Function Ends)

Section B. (Completed by Property Owner): CONSENT OF REAL PROPERTY OWNER INFORMATION

If applicant is owner of real property mark box, and sign below.

I/We, being the owner of the realty located at the address mentioned in Section A. above, do hereby acknowledge notification that the Organization listed above will hold a special function on the dates specified by signing below.

X *Shannon Jones* Shannon Jones _____
(Signed - Real Property Owner) (Print Name of Real Property Owner) (Date)

400 Justice Dr. Lebanon, OH 45036 _____
(Street Address of Real Property Owner) (City, State, and Zip Code) (Telephone Number)

Section C. (Completed by Chief Peace Officer): NOTICE TO CHIEF PEACE OFFICER (City/Township Police, OR County Sheriff)

This portion must be signed by the Chief Peace Officer in the municipality or the township where this function will be held indicating that he/she has been notified of the date, time, place and duration of the event. (If the township does not have a Chief Peace Officer, the County Sheriff's Office must be notified accordingly.)

I, being the Chief Peace Officer of the City, Township or County where the function listed above in Section A will be held, acknowledges that I have received notification that the Organization listed above will hold a special function on the dates specified, by signing below.

X _____
(Signed) (Title) (Check the box that applies) (Date)

City Police
Twp Police
County Sheriff

_____ *(Print Name)*

In signing this form, the Chief Peace Officer is merely acknowledging receipt of notification of the event and not giving their approval or consent of the event on behalf of the political subdivision.



DIAGRAM OF PERMIT PREMISES FOR TEMPORARY PERMIT

THIS DOCUMENT MUST BE COMPLETED IN ORDER TO OBTAIN YOUR TEMPORARY PERMIT

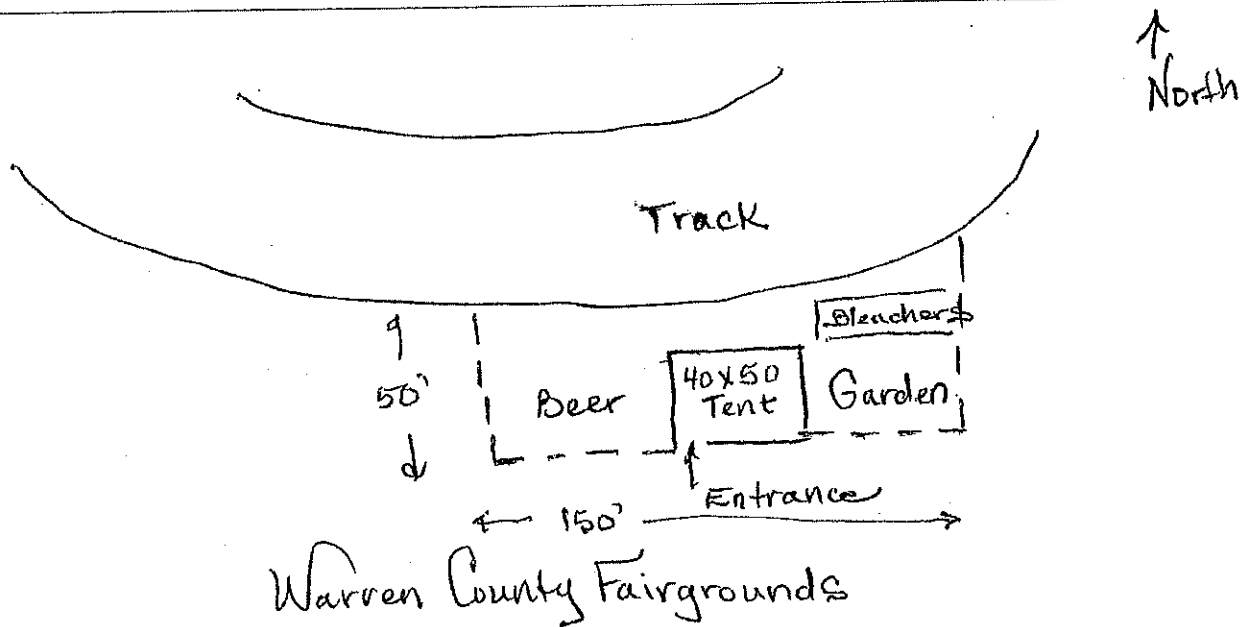
Section 4301.62 ("open container statute") prohibits anyone from possessing an open container of any alcoholic beverage outside of the area defined as permit premises. Whoever violates this statute is guilty of a MISDEMEANOR of the first degree. Any alcoholic beverage must be both sold and consumed within the defined permit premises.

It is required that every applicant for an F or F2 permit submit with the application a diagram of the premises where alcoholic beverages will be sold and consumed. If the diagram is not included, the application will be returned to the applicant. The diagram must be submitted in the space provided below or on a separate sheet, and must be signed by the person who prepared the diagram or the applicant.

FOR EVENTS HELD INDOORS: Diagram must identify the room(s) and/or building in which the alcoholic beverages will be sold and consumed.

FOR EVENTS HELD ENTIRELY or PARTIALLY OUTDOORS: Diagram must show shape and measured dimensions of the area to be used. Location of barriers must be shown, and an explanation of the type of barriers given (e.g. chain link fence, snow fence, brick wall, rope, etc.) which will separate permit premises from other areas which are not permit premises.

DIAGRAM MUST APPEAR IN THE SPACE BELOW



Signature of Person who prepared diagram or applicant
Joe Wilson / W.C.A.S

GENERAL INSTRUCTIONS FOR FILING "F" APPLICATIONS

The "F" permit may be issued to any association of ten or more persons, labor union, charitable organization, or to an employer of ten or more persons sponsoring a function for his employees to sell beer only. An "F" permit is effective for not more than five (5) days for the sale of beer only until 1:00 a.m. No more than two (2) "F" permits may be issued to the same applicant in any thirty (30) day period.

The special function for which the permit is issued shall include a social, recreational, benevolent, charitable, fraternal, political, patriotic, or athletic purpose but shall not include any function the proceeds of which are for the profit or gain of any individual.

APPLICATION WILL NOT BE ACCEPTED WITHOUT THE FOLLOWING REQUIRED DOCUMENTS

1. Forty (\$40.00) dollar filing fee. Make check payable to the Division of Liquor Control. **Please do not mail cash.**
2. Letter of approval from Fair Board if function is to be held on county fairgrounds.
3. Division of Liquor Control Form 4221, Consent of Real Property Owner/Notification of Chief Peace Officer.
4. Copy of diagram of permit premises, (Form DLC 4221) denoting areas where beer will be consumed.
5. If the event is on the premises of a retail permit holder (liquor license holder) you must have the retail permit holder complete Page 6, a notarized affidavit, signed by an officer/owner of the retail permit, stating they will not utilize their permit privileges at the same time and place as the temporary event.
6. If there will be any type of street/alley, or public sidewalk closure, you must submit an acknowledgement from the legislative or local police authority in control authorizing such closure.

WARNINGS

- Applicant must be at least twenty-one (21) years of age.
- Section 4301.24 of Ohio Revised Code prohibits any manufacturer or wholesale distributor from aiding or assisting any retail permit holder by gift or loan of any money or property of any description or other valuable thing; and it prohibits any retail permit holder from accepting same. **THIS MEANS A WHOLESALE DISTRIBUTOR MAY NOT AID THE PERMIT HOLDER IN ANY WAY, EITHER FINANCIALLY OR BY ADVERTISING THE FUNCTION COVERED BY THIS APPLICATION; AND THE PERMIT HOLDER MAY NOT ACCEPT SUCH ASSISTANCE FROM THE WHOLESALE DISTRIBUTOR.**
- An "F" permit holder must purchase all alcoholic beverages from a wholesale distributor or brewer.
- It is illegal to allow a patron to remove any alcoholic beverage from or to consume it off the premises designated on your permit.
- It is illegal for any person under the age of twenty-one (21) to purchase or consume alcoholic beverages. It is the permit holder's responsibility to obtain proper identification.

Warren County
FAIRGROUNDS

LEBANON, OHIO

www.warrencountyfairohio.org

June 7, 2019

To whom it may concern,

The Warren County Agricultural Society (WCAS) will again provide a Beer Garden at the Warren County Fair, July 15-20, 2019, serving from 12 noon to 11 pm at the Warren County Fairgrounds, 665 North Broadway, Lebanon, OH. WCAS has approved a contract with Cox Concessions to serve beer to Fair guests in the Beer Garden, within the designated area. Cox has agreed to provide \$1,000,000 liability insurance with WCAS named as additional insured.

Sincerely,



Rebecca Osborne
Fair Secretary & Facility Manager
WCAS Board Director

cc: J. Wilson

Resolution

Number 19-0720

Adopted Date June 11, 2019

DECLARE VARIOUS ITEMS WITHIN AUDITOR, COUNTY COURT, DRUG TASK FORCE, FACILITIES MANAGEMENT AND WATER & SEWER - WATER AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS

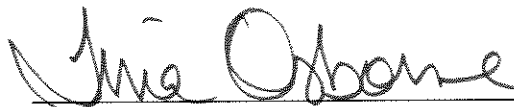
BE IT RESOLVED, to authorize disposal of various items from Auditor, County Court, Drug Task Force, Facilities Management, and Water & Sewer - Water in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sr

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

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Auditor

Date:

May 23, 2019

003

Numerous Computers/Keyboards/Towers



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	Dell		Y	Dell Optiplex
1	Dell		Y	Dell Optiplex
2	Dell		Y	Dell Computer
1	Dell		Y	Dell Flat Panel
3	Intel		Y	Intel Pentium
3	HP		Y	HP Monitor
1	HP		Y	HP Laser Jet
6	HP		Y	Keyboard

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Wes Gorsuch

Title: Deputy Auditor

Phone Number 513-695-1235

Location of Item: Room 211

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

CCT19006

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

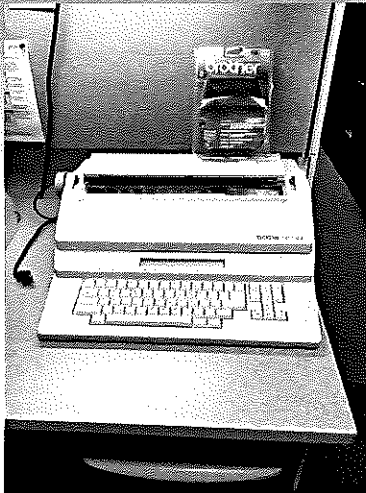
County Court

Date:

May 29, 2019

006

(Brother Typewriter Em-630 with extra ribbon)



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

Brother

Model #

BEM 630

Serial #

E78539772

Date Removed From Service

5/29/19

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

When typing the letters , they will appear incorrect, not what you chose to type

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: CONNIE VANHOOK

Title: CHIEF DEPUTY CLERK

Phone Number 513-695-2465

Location of Item: 822 MEMORIAL DRIVE, LEBANON OHIO 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

DTF19100

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Drug Task Force

Date:

May 22, 2019

100

2009 AUDI S5 QUATTRO



Select Item Type

Vehicle

Vin #

WAURV78T19A016728

Title restriction?

Yes No

Odometer Reading

74446

Yes

Accurate?

No Unknown

Year

2009

Make

Model

S5

Does it Start?

Yes No With Boost

Does it run?

Yes No

Color

BLACK

Exterior Condition?

Good

Minor Dents, Dings
Scratches or rust

Sever dents, Dings
Scratches or Rust

Interior

Cloth Leather Other

Interior Condition?

Good Fair Poor

Additional Comments

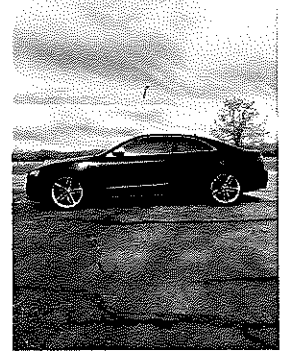
2009 AUDI S5 QUATTRO. 4.2L V8 GAS ENGINE, AUTOMATIC TRANSMISSION, BLACK LEATHER INTERIOR, STOCK AM/FM CD STEREO, AC, DUAL AIR BAGS, CRUISE CONTROL, TILT STEERING, REMOTE MIRRORS, CLIMATE CONTROL, POWER STEERING, POWER WINDOWS, POWER DOOR LOCKS, POWER SEATS. NEEDS NEW AUDIO AMPLIFIER THAT IS CAUSING A BATTERY DRAW.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nicki Bishop

Title: WCSO - Fiscal

Phone Number x1285

Location of Item: 1433 WEST MAIN STREET LEBANON OHIO 45036. WARREN COUNTY GARAGE.

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

FAC19028

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Facilities Management

Date:

Mar 29, 2019

028

LOT OF OVERHEAD STORAGE



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
8			Y	6' OVERHEAD STORAGE WITH FLIP UP CABINET

Additional Comments

WHERE REMOVED FROM SERVICE BY COUNTY DEPARTMENTS REPLACING THEIR CUBICLE WORKSTATIONS.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: SAM ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 406 JUSTICE DRIVE, LEBANON, OHIO 45036- BASEMENT OF ADMIN

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

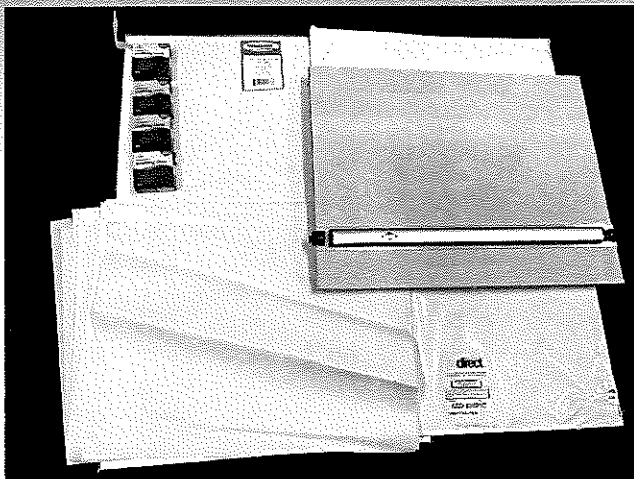
Facilities Management

Date:

Mar 29, 2019

030

DRAFTING SUPPLIES



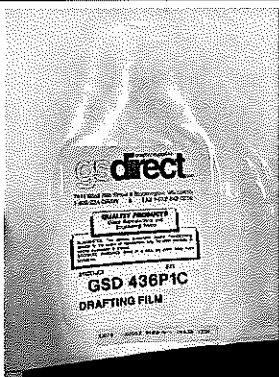
Select Item Type

Lot of Multiple Items

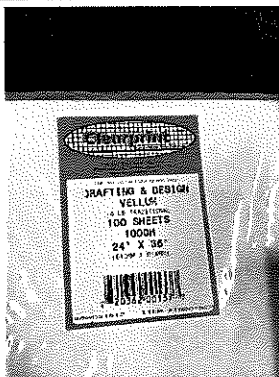
Qty	Brand	Model	Working Condition Y/N	Description
1			Y	26" x 20" DRAFTING BOARD
1			Y	PACKAGE OF DRAFTING FILM 24" x 36"
1			Y	PACKAGE OF DRAFTING VELLUM 24" x 36"
1			Y	LOOSE SHEETS OF DRAFTING VELLUM
4			Y	DRAFTING DOTS

Additional Comments

DRAFTING BOARD IS MADE BY ALVIN AND HAS A MOVEABLE STRAITE EDGE. SOME OF THE LOOSE SHEETS HAVE BEEN BENT.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: SAM ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 406 JUSTICE DRIVE, LEBANON, OHIO 45036- BASEMENT OF ADMIN

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

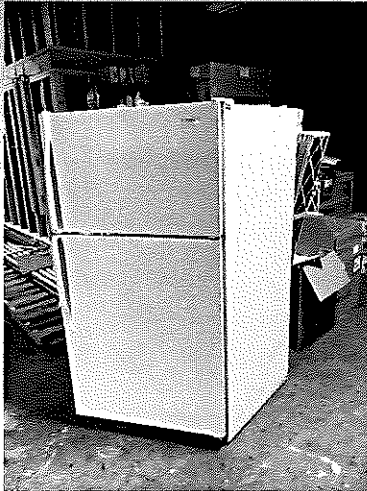
Facilities Management

Date:

Jun 4, 2019

033

WHIRLPOOL REFRIGERATOR



Select Item Type

Single Item

Category Furniture/Furnishings

Brand WHIRLPOOL

Model # ET1MHKXMQ07

Serial # EW3517307

Date Removed From Service 3/29/19

Did Item Work When Removed?

 Yes No Unknown

Additional Comments

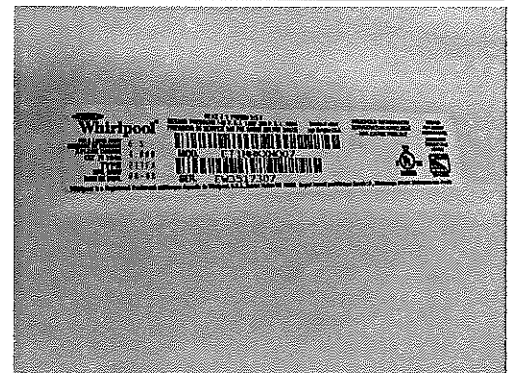
THE REFRIGERATOR WAS IN WORKING CONDITION WHEN REMOVED. THE ONE ISSUE IS THAT THE FREEZER WILL KEEPS GETTING A LAYER OF ICE IN THE BOTTOM OF THE FREEZER.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: SAM ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 430 JUSTICE DRIVE, LEBANON, OHIO 45036- BASEMENT OF ADMIN

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Facilities Management

Date:

Jun 5, 2019

034

MOVEABLE TABLE



Select Item Type

Single Item

Category Furniture/Furnishings

Brand KNOLL STUDIOS

Model # PROPELLER

Serial #

Date Removed From Service 3/29/19

Did Item Work When Removed?

 Yes No Unknown

Additional Comments

THE TABLE WAS REMOVED TO ALLOW FOR NEW LOCATION FOR THE VENDING MACHINES. TABLE TOP IS 30" x 48" WOOD LAMINATE PATTERN.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: SAM ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 500 JUSTICE DRIVE, LEBANON, OHIO 45036- BASEMENT OF ADMIN

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

WAT19005

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Water & Sewer - Water

Date:

5/23/19

005

2005 FORD F-250 SUPER DUTY



Select Item Type

Vehicle

Vin #

1FTSX21545EC37157

Title restriction?
 Yes No

Odometer Reading

161188

Yes

Accurate?
 No

Unknown

Year

2005

Make

FORD

Model

F-250

Does it Start?

Yes No With Boost

Does it run?

Yes No

Color

WHITE

Exterior Condition?

Good Minor Dents, Dings
Scratches or rust

Severe dents, Dings
Scratches or Rust

Interior

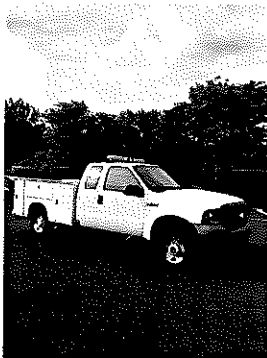
Cloth Leather Other

Interior Condition?

Good Fair Poor

Additional Comments

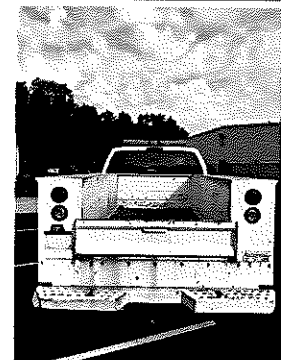
2005 FORD F-250. 5.4L V8 AUTOMATIC TRANSMISSION. 4WD. GREY INTERIOR. ENGINE HOURS 8663. RUST ON ROCKERS, HOLE IN RIGHT REAR CAB CORNER AND DRIVER REAR DOOR. RUST ALSO ON KNAPHEIDE SERVICE BODY. TRUCK IS BEING REMOVED DUE TO HIGH MILEAGE, RUST, OVERALL CONDITION, AND BRAKE CALIPERS WERE STICKING IN FRONT.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Amy Hensley

Title: Admin. Asst

Phone Number 513 695 2307

Location of Item: 1433 WEST MAIN STREET LEBANON OHIO 45036. WARREN COUNTY GARAGE.

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Water & Sewer - Water

Date:

5/30/2019

006

6-Watson Marlow 504U Peristaltic Chemical Feed Pumps



Select Item Type

Single Item

Category

Pumps

Brand

WATSON MARLOW

Model #

504U

Serial #

Date Removed From Service

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

Condition unknown. Some units won't run, some units ran but stopped mid cycle, and some ran normal but made a lot of noise.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Amy Hensley

Title: Admin Asst.

Phone Number 513 695 2307

Location of item: RAR Water Treatment Plant, Striker Rd Malneville, Ohio

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

GovDeals #

WAT19007

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Water & Sewer - Water

Date:

6/6/2019

007

1996 Cronkhite Model 2600WA Trailer



Select Item Type

Vehicle

Vin # 47325192XT1101130

Title restriction?
 Yes No

Odometer Reading

Yes No Unknown

Year 1996

Make

Model 2600WA

Does it Start?
 Yes No With Boost

Does it run?
 Yes No

Color Orange

Exterior Condition?

Good Minor Dents, Dings
Scratches or rust

Sever dents, Dings
Scratches or Rust

Interior

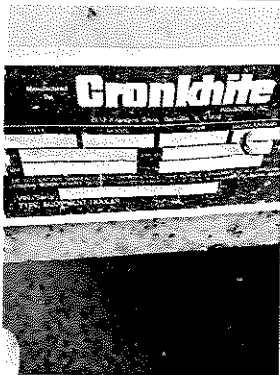
Cloth Leather Other

Interior Condition?

Good Fair Poor

Additional Comments

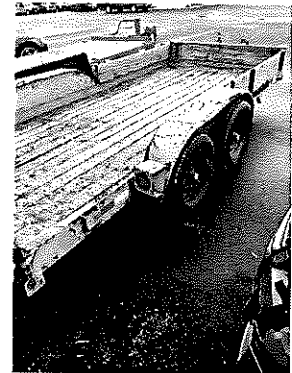
1996 Cronkhite Model 2600WA Trailer. Total Length 246". Deck length 180". Total Width 103". Deck Width 80". Overall ramp with (edge to edge) 78" wide. Ramp length 47" long. Tires have low tread. Pintle style hitch. Electric brakes (told that they work). No other info is known.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Amy Hensley

Title: Admin Asst

Phone Number 513 695 2307

Location of Item: 1433 West Main Street Lebanon Ohio 45036 Warren County Garage

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

WAT19008

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Water & Sewer - Water

Date:

6/6/2019

008

2008 DITCHWITCH T18B TRAILER



Select Item Type

Vehicle

Vin #

1DSB232N281701878

Title restriction?

Yes No

Odometer Reading

Yes

Accurate?

No Unknown

Year

2008

Make

Model

T18B

Does it Start?

Yes No With Boost

Does it run?

Yes No

Color

ORANGE

Exterior Condition?

Good Minor Dents, Dings
Scratches or rust

Sever dents, Dings
Scratches or Rust

Interior

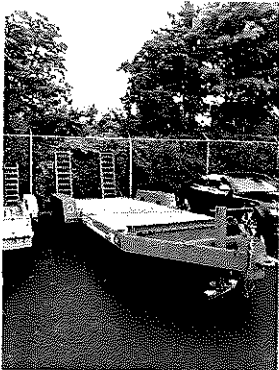
Cloth Leather Other

Interior Condition?

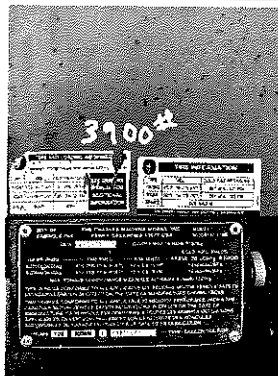
Good Fair Poor

Additional Comments

2008 DITCHWITCH T18B TRAILER. Total Length 294". Deck length 180". Total Width 103". Deck Width 75.5". Overall ramp with (edge to edge) 73" wide. Ramp length 59" long. Tires have low tread. Pintle style hitch. Electric brakes (told that they work). No other info is known.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Amy Hensley

Title: Admin Asst

Phone Number 513 695 2307

Location of Item: 1433 West Main Street Lebanon Ohio 45036. Warren County Garage.

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Resolution

Number 19-0721

Adopted Date June 11, 2019

AUTHORIZE PRESIDENT OF THE BOARD TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE OHIO EMERGENCY MANAGEMENT AGENCY ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, The Department of Public Safety, Ohio Emergency Management Agency (Ohio EMA), through the Emergency Management Assistance Compact (EMAC), Ohio Revised Code Sections 5502.22, 5502.29, 5502.291, and 5502.40 coordinate emergency management and interstate mutual aid for the State of Ohio. EMAC is the interstate mutual aid agreement to which all states belong that allows states to assist each other in times of disaster; and

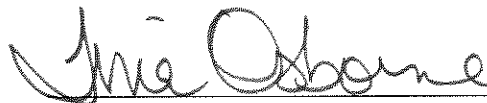
NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to enter into an Intergovernmental Agreement with the Ohio Emergency Management Agency on behalf of the Warren County Department of Emergency Services; copy of said agreements attached hereto and made a part hereof.

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

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

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: C/A- Ohio Emergency Management Agency
Emergency Services (file)

INTERGOVERNMENTAL AGREEMENT***Between***

Department of Public Safety Ohio Emergency Management Agency 2855 W. Dublin-Granville Rd Columbus, OH 43235-2206		
EMAC Coordinator:	Phillip Johnson	
Phone:	(614)799-3680 [office]	(614)935-0550 [cell]
Fax:	(614)799-3652	
Email:	emac@dps.state.oh.us	

And

Jurisdiction Name:	Warren County, Ohio	
Chief Executive Officer or Designee (Authorized to enter into agreements and commit resources)	Name/Title:	Board of Warren County Commissioners
	Email:	commissioners@co.warren.oh.us
	Phone:	513-695-1315
	Fax:	513-695-1715
Deployment Point of Contact (Individual Deployed or Team Leader)	Name/Title:	Lesli Holt, EMA Operations Manager
	Email:	Lesli.holt@wcoh.net
	Phone:	513-267-8726
	Fax:	513-695-1715
Fiscal/Finance/Business Mgr. Point of Contact	Name/Title:	Melissa Abrams
	Email:	Melissa.abrams@wcoh.net
	Phone:	513-695-1315
	Fax:	513-695-1715

Name/Describe the <u>government-owned/government-contracted</u> resources encompassed by this agreement. (Submit as separate attachment if too numerous to list here).	
Personnel (Full names):	Lesli Anne Holt & David Myung Wood
Vehicles:	
Equipment:	Microsoft Surface Book laptop and charger, Verizon Iphone 6 cell phone, EMA rainjacket
Supplies:	

INTRODUCTION

The Department of Public Safety, Ohio Emergency Management Agency (Ohio EMA), through the Emergency Management Assistance Compact (EMAC), Ohio Revised Code (ORC) Sections 5502.22, 5502.29, 5502.291, and 5502.40 coordinates emergency management and interstate mutual aid for the State of Ohio. EMAC is the interstate mutual aid agreement to which all states belong that allows states to assist each other in times of disaster or for conducting emergency management exercises. When any member state's Governor declares a disaster, other member states may agree to provide assistance in response to requests from the impacted state(s). The assistance from other member states may be in the form of personnel and/or other resources. In cooperation with **Warren County Ohio** (herein after referred to "Governmental Entity"), Ohio EMA has identified experienced and qualified "Governmental Entity" employees who are available to deploy to assist an **EMAC member state** (herein after referred to as "Requesting State") with response and recovery missions or the conduct of emergency management exercises. These "Governmental Entity" employees will travel to and work in support of the "Requesting State" Emergency Management Agency.

STATEMENT OF WORK

This Intergovernmental Agreement establishes a reimbursement contract between the Ohio Emergency Management Agency and "Governmental Entity" for the loan of this "Governmental Entity" employee and related resources for the time period identified above.

Said employee(s) shall remain an employee of the "Governmental Entity" throughout their deployment. Once the service is complete and the "Governmental Entity" submits a reimbursement request to Ohio EMA based on **authorized** and **eligible** costs incurred, Ohio EMA agrees to submit a reimbursement packet to the "Requesting State's" Emergency Management Agency for reimbursement through the EMAC reimbursement process. **The "Governmental Entity" employee will be paid (e.g. - compensation, travel reimbursement, etc.) by his/her employer and will receive the same benefits as if working at his/her home station. The "Governmental Entity" employee will carry with him/her all applicable liability protections of a "Governmental Entity" employee afforded to him/her by his/her home station and applicable law. Ohio EMA assumes no responsibility for these (this) employee(s) other than the submission of completed reimbursement request through the EMAC reimbursement process, and the transmittal of reimbursement from the "Requesting State" to the "Governmental Entity".** Said employee or employees will report to the agreed upon contact personnel upon arrival and perform duties as assigned. Ohio EMA will provide emergency contact information for said employee or employees and said employee or employees will provide contact information and progress reports on their service throughout the period of deployment.

REIMBURSEMENT

Upon receipt of reimbursement from the "Requesting State", Ohio EMA shall transmit that reimbursement to "Governmental Entity" in a final amount for the **authorized expenses** claimed when reimbursement is received from the "Requesting State's" Emergency Management Agency. Reimbursement shall be only for eligible, mission-related costs agreed upon in the EMAC agreement between Ohio and the "Requesting State."

AMENDMENTS

This Agreement may only be amended by mutual agreement of the parties. Amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Ohio Intergovernmental Agreement (EMAC)

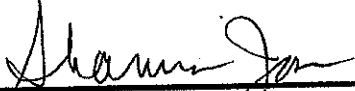
This Agreement shall go into effect from the date of last signature until **December 31, 2019**. After such time the Agreement may be renewed by written agreement of the parties. Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year last specified below. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

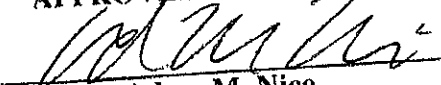
Authorized Representative of the State of Ohio

Signature:	
Printed Name/Title:	Sima S. Merick, Executive Director Ohio Emergency Management Agency Department of Public Safety
Date:	

Authorized Representative of the "Governmental Entity" (named on Page 1)

Signature:	
Printed Name/Title:	Shannon Jones / President
Date:	6/11/19

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0722

Adopted Date June 11, 2019

ENTER INTO AN ENGINEERING SERVICES CONTRACT WITH KORDA/NEMETH ENGINEERING, INC.

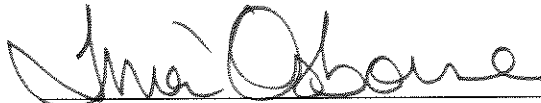
BE IT RESOLVED, to enter into an engineering services contract with Korda/Nemeth Engineering, Inc., 1650 Watermark Drive, Suite 200, Columbus, OH 43215 for the Union Road Bridge #33-4.92 and Union Road Bridge #33-5.16 Rehabilitations Project.

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

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

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a- Korda/Nemeth Engineering, Inc.
Engineer (file)

**ENGINEERING SERVICES CONTRACT
FOR
UNION ROAD BRIDGE #33-4.92 & BRIDGE #33-5.16 REHABILITATION PROJECT**

THIS IS AN AGREEMENT made as of the date stated below, between The Warren County Board of County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as the "OWNER," on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and Korda/Nemeth Engineering, Inc., 1650 Watermark Drive, Suite 200, Columbus, Ohio 43215, a Corporation organized, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the "ENGINEER."

COUNTY ENGINEER intends to rehabilitate Union Road Bridge #33-4.92 over Hendricksons Run and Bridge #33-5.16 over Eberharts Run by replacing the existing superstructure and improving the roadway approaches at the bridge, hereinafter referred to as the "PROJECT."

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

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

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General

- 1.1.1 ENGINEER shall perform professional services as hereinafter stated, which include customary civil, structural, and customary surveying services incidental thereto.
- 1.1.2 ENGINEER shall provide Construction Contract Plans to rehabilitate Union Road Bridge #33-4.92 and Bridge #33-5.16 in order to improve the safety of the bridges and roadway.
- 1.1.3 ENGINEER shall provide any additional Professional Surveying Services necessary to complete the road design.
- 1.1.4 ENGINEER shall perform Professional Surveying Services necessary to provide legal descriptions for any temporary and/or permanent easements.
- 1.1.5 ENGINEER shall prepare plans and perform tasks for the PROJECT in accordance with the scope of services and the ENGINEER'S fee proposal (revised letter dated April 30, 2019) each of which is attached and made a part of this contract and identified as Exhibit 1 and Exhibit 2 respectfully, hereinafter referred to as "Basic Services."

1.2 Preliminary Design Phase

After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

- 1.2.1 In consultation with COUNTY ENGINEER determine the extent of the PROJECT; ENGINEER shall make recommendation of structure type.
- 1.2.2 Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.
- 1.2.3 Based on the information contained in the preliminary documents, submit a revised opinion of probable Project Costs.
- 1.2.4 Furnish a digital copy of the above preliminary design documents and review with COUNTY ENGINEER.

1.3 Final Design Phase

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

- 1.3.1 On the basis of the accepted preliminary design documents and the revised opinion of probable Project Costs, prepare Contract Construction Drawings to show the character and extent of the PROJECT, hereinafter called "Drawings and Specifications."
- 1.3.2 Advise COUNTY ENGINEER of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Costs based on Drawings and Specifications.
- 1.3.3 Furnish to the COUNTY ENGINEER, one (1) set of 22" x 34" Construction Contract Plans and digital copies of the plans and files.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

- 2.1 If authorized in writing by OWNER and COUNTY ENGINEER, ENGINEER shall furnish or obtain from others Additional Services of the following types, which are not considered normal or customary Basic Services. Such services will be set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.
 - 2.1.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 - 2.1.2 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, COUNTY ENGINEER'S schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER's control.
 - 2.1.3 Providing renderings or models for COUNTY ENGINEER'S use.
 - 2.1.4 Preparing documents for alternate bids requested by COUNTY ENGINEER for Contractor(s)' work which is not executed or documents for out-of-sequence work.
 - 2.1.5 Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting COUNTY ENGINEER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by COUNTY ENGINEER.
 - 2.1.6 Furnishing the services of special consultants for other than the normal civil and structural engineering and normal architectural design incidental to the Project and providing data or services or types described in paragraph 3.3 when COUNTY ENGINEER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3
 - 2.1.7 Services in connection with change orders to reflect changes requested by COUNTY ENGINEER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, services after the award to each contract in evaluating substitutions proposed by Contractor(s), and in making revisions to Drawings and

Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

- 2.1.8 Services during out-of-town travel required of ENGINEER other than visits to the site as required by Section 1, as approved by COUNTY ENGINEER.
- 2.1.9 Preparing for COUNTY ENGINEER, on request, a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.
- 2.1.10 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).
- 2.1.11 Preparation of operating and maintenance manual; protracted or extensive assistance in the utilization of any equipment or system (such as initial startup, testing adjusting and balancing); and training personnel for operation and maintenance.
- 2.1.12 Services after completion of the Final Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
- 2.1.13 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).
- 2.1.14 Additional service in connection with the Project, including services normally furnished by COUNTY ENGINEER and services not otherwise provided for in this agreement.

2.2 Resident Services During Construction.

- 2.2.1 If requested by COUNTY ENGINEER and approved by OWNER or recommended by ENGINEER and agreed to in writing by the parties, a Resident Project Representative will be furnished and will act as directed by ENGINEER in order to assist ENGINEER in observing performance of the work of Contractor(s). Such services will be paid as set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.
- 2.2.2 The duties and responsibilities and the limitations on the authority of the Resident Project Representative and assistants will be set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.
- 2.2.3 Through more extensive on-site observation of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor(s); but the furnishing of such resident Project representation will not make ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform their work in accordance with the Contract Documents.
- 2.2.4 If COUNTY ENGINEER designates another person to represent COUNTY ENGINEER at the Project site who is not ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the effect thereof on the duties and responsibilities of ENGINEER under this Agreement will be set forth in an Exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

SECTION 3 - COUNTY ENGINEER'S RESPONSIBILITIES

COUNTY ENGINEER shall:

- 3.1 Provide all criteria and full information as to COUNTY ENGINEER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2 Assist ENGINEER by placing at his/her disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 3.3 Furnish ENGINEER, as required for performance of ENGINEER's Basic Services, data prepared by or services of others, including without limitation laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations not covered in Section 2; all of which ENGINEER may rely upon in performing his/her services.
- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his/her services.
- 3.5 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER and COUNTY ENGINEER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.7 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as may be required for the Project, such legal services as OWNER and COUNTY ENGINEER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER and COUNTY ENGINEER may require to ascertain how or for what purpose any Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.
- 3.8 Designate in writing the person or persons to act as COUNTY ENGINEER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the COUNTY ENGINEER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services.
- 3.9 Give prompt written notice to ENGINEER whenever COUNTY ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of the Contractor(s).
- 3.10 Furnish, or direct ENGINEER to provide, upon approval of OWNER, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.11 Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Final Design Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the Preliminary Design Phase and Final Design Phase of the Project including extra work and required extensions thereto.
- 4.2 Upon written authorization from COUNTY ENGINEER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Project Cost to the County Engineer.
- 4.3 After acceptance by COUNTY ENGINEER of the Preliminary Design Phase documents and opinion of probable Project Cost, indicating any specific modifications or changes in the extent of the Project desired by COUNTY ENGINEER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase and shall deliver Contract Construction Drawings and a revised opinion of probable Project Cost for all work of Contractor(s) on the Project within the stipulated period indicated in Section 7 - "Special Provisions, Exhibits and Schedules."
- 4.4 ENGINEER's services under the Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by COUNTY ENGINEER or (2) thirty days after the date when such submissions are delivered to COUNTY ENGINEER for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Project, unless within such period COUNTY ENGINEER gives notice to ENGINEER that the COUNTY ENGINEER does not accept the submission for such phase along with the reasons for such non-acceptance. In such case, services for such phase shall not be complete until the date COUNTY ENGINEER accepts the submissions for such phase.
- 4.5 ENGINEER'S services to be rendered thereunto shall be considered complete upon acceptance by COUNTY ENGINEER of the ENGINEER'S Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Cost.
- 4.6 If COUNTY ENGINEER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his/her various rates of compensation shall be adjusted appropriately upon approval of OWNER.
- 4.7 If ENGINEER's services for design of the Project are delayed or suspended in whole or in part by COUNTY ENGINEER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to COUNTY ENGINEER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render services more than one year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER

- 5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:
 - 5.1.1.1 The ENGINEER agrees to provide the Basic Services for Project set forth in Section 1 hereof to the COUNTY ENGINEER for the rehabilitation of Union Road Bridge #33-4.92 over

Hendricksons Run and Bridge #33-5.16 over Eberharts Run, for a base fee of \$109,475.00 and a not-to-exceed fee of \$9,096.00 for additional contract services, only if authorized pursuant to Section 2 of this agreement, for a total not-to-exceed fee of \$118,571.00.

5.1.1.2 For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.

5.2 Times of Payments.

5.2.1 Engineer shall submit monthly statements for Basic and Additional Services rendered. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements, EXCEPT as provided in Section 5.2.2.

5.2.2 The OWNER shall reimburse the ENGINEER for services included to a maximum of 90% of the total contract amount until such time as the final plan documents have been received and approved by the COUNTY ENGINEER. The Owner shall pay the final 10% of the contract amount upon final approval of the plans and documents.

5.3 Other Provisions Concerning Payments.

5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER's statement therefore, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until he/she has been paid in full all amounts due for services and expenses.

5.3.2 In the event of termination by OWNER under paragraph 6.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for all services satisfactorily rendered through such phase shall constitute total payment for such services.

5.3.3 Records of ENGINEER'S Salary Costs pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER and COUNTY ENGINEER upon request prior to final payment for ENGINEER'S services.

5.4 Definitions

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination.

The obligation to provide services under this Agreement may be terminated by OWNER for convenience upon seven days' written notice by certified mail, return receipt requested, and by either party upon seven days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.2 Reuse of Documents.

All documents including reports and maps prepared by Engineer pursuant to this Agreement are instruments of service as part of the Project. They are not intended or represented to be

suitable for reuse by COUNTY ENGINEER or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER or COUNTY ENGINEER's risk and without liability or legal exposure to ENGINEER. Any verification or adaptation requested by OWNER or COUNTY ENGINEER to be performed by ENGINEER will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER, COUNTY ENGINEER and ENGINEER.

6.3 Controlling Law and Venue

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

6.4 Successors and Assigns.

6.4.1 OWNER, COUNTY ENGINEER and ENGINEER each binds himself/herself and his/her partners, successors, executors, administrators, assigns and legal representatives to the other party, to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

6.4.2 Neither OWNER nor ENGINEER nor COUNTY ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors, as he/she may deem appropriate to assist him/her in the performance of services hereunder.

6.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

6.5 Modification or Amendment

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

6.6 Construction

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

6.7 Waiver

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

6.8 Relationship of Parties

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

6.9 Parties

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

6.10 Headings

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

6.11 Notices

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

TO: Warren County Commissioners	Warren County Engineer's Office
Attn: Tiffany Zindel, County Administrator	Attn: Neil F. Tunison, County Engineer
406 Justice Drive	210 W Main Street
Lebanon, Ohio 45036	Lebanon, Ohio 45036
Ph. 513-695-1250	Ph. 513-695-3301

Korda/Nemeth Engineering, Inc.
Attn: Brooks Vogel, P.E.
1650 Watermark Drive, Suite 200
Columbus, Ohio 43215
Ph. 614-487-1650

6.12 Insurance

ENGINEER shall carry Comprehensive General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Contract. ENGINEER further agrees that if any Comprehensive General Liability or Professional Liability coverage is on a "claims made" basis, and in the event that this contract is terminated, ENGINEER shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Contract. By endorsement to the Comprehensive General Liability, COUNTY ENGINEER shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted. ENGINEER shall provide COUNTY ENGINEER with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to COUNTY ENGINEER. Such certificates shall provide that the insurer notify COUNTY ENGINEER in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the COUNTY ENGINEER not less than 30 days prior to said cancellation date. ENGINEER shall also deliver to the COUNTY ENGINEER, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein. ENGINEER shall carry statutory worker's compensation insurance as required by law and shall provide COUNTY ENGINEER with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

7.1 This Agreement is subject to the following special provisions:

7.1.1 ENGINEER shall furnish to COUNTY ENGINEER the required Contract Construction Drawing submittals per the attached schedule (Exhibit 2). In the event that the ENGINEER fails to furnish the required drawing submittals according to the attached schedule, the Board of Commissioners shall have the right to assess the ENGINEER liquidated damages in the amount of \$50.00 per day for each calendar day that the ENGINEER exceeds the schedule deadlines. Liquidated damages shall not be assessed for any delay caused by the OWNER and COUNTY ENGINEER.

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

Exhibit 1 and Exhibit 2

7.3 In the event of any conflict or contradiction between any special provision, exhibits and schedules and the text of this Agreement, the terms, conditions and obligations of this Agreement shall be controlling.

SECTION 8 – ENTIRE AGREEMENT

This Agreement (consisting of pages 1 to 10 inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by all parties.

SECTION 9 – INDEMNIFICATION

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

SECTION 10 – EXECUTION

ENGINEER :

IN EXECUTION WHEREOF, Korda/Nemeth Engineering, Inc. has caused this Agreement to be executed on the date stated below by Brooks Vogel, its Vice President, pursuant to a corporate Resolution authorizing such act.

KORDA/NEMETH ENGINEERING, INC.

SIGNATURE: 

PRINTED NAME: Brooks M. Vogel

TITLE: Partner/Vice President

DATE: 5/22/19

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 Shannon Jones, its President on the date stated below, pursuant to Resolution No. 19-072a dated 6/11/19.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 6/11/19

RECOMMENDED BY:

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

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

APPROVED AS TO FORM:

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

By: David P. Fornshell
Assistant Prosecuting Attorney

WARREN COUNTY ENGINEER'S
SCOPE OF SERVICES

1. PROJECT IDENTIFICATION

Project Name: Union Road Bridges #33-4.92 & #33-5.16 Rehabilitation Project

Project Description: Bridge design for rehabilitation of the structures. Replacing the bridge superstructures and increasing the bridge widths.

Signatures on Title Sheet: Warren County Engineer, 3 Warren County Commissioners, Consultant Designer

2. PROJECT LIMITS

Length Approximately: Union Road Bridges #33-4.92 & #33-5.16– extending approximately 100 to 200 ft on each bridge approach or as recommended by Consultant

Additional Information: N/A

3. AGREEMENT BETWEEN PROFESSIONAL ENGINEER AND

State _____ County X City _____ Other _____

4. METHOD OF FINANCING

Type of Agreement: Lump Sum Base Fee plus Not-to-Exceed unit costs for "If Authorized" Items

Engineering: Warren County Engineer's Office

Construction: Warren County Engineer's Office, Possible other funding (unknown at this time)

5. WORK PHASES INCLUDED IN AGREEMENT

Phase A – Preliminary Design (Roadway – Line, Grade, & Typical) (Bridge – Type, Size, & Location)

Phase B – Final Design

6. PLAN SCALES

PLAN	<u>1" = 20'</u>	
PROFILE	<u>Hor. 1" = 20'</u>	<u>Vert. 1" = 5'</u>
CROSS SECTIONS	<u>Hor. 1" = 5'</u>	<u>Vert. 1" = 5'</u>

7. JOURNALIZED SPEED LIMIT

Road Name: Union Road - 45 MPH

8. TYPICAL SECTIONS/NUMBER OF LANES

Remarks: Union Road will remain at its current number of lanes.

Number of lanes 2 lanes width of lanes 12 feet

N/A inches of Item 304

9" inches of Item 301 PG64-22

1 1/2" inches of Item 441 Intermediate, Type 1, (448), PG64-22

1 1/2" inches of Item 441 Surface, Type 1, (448), PG 64-22

Underdrains: YES _____ NO X Consultant to Recommend _____

Curbs: YES _____ NO X

Shoulders/Berms: YES X NO _____ Consultant to Recommend _____

Type: approx. 2 foot earth berm/graded shoulder on each side

Median: YES _____ NO X Consultant to Recommend _____

Guardrail: YES X NO _____ Type MGS Anchor Type E or recommend, Type T at drive locations

Clear Zone Grading: YES _____ X NO _____

Fencing: YES _____ NO X

Lighting: YES _____ NO X Consultant to Recommend _____

9. ALIGNMENT

The existing alignment of Union Road shall be maintained.

10. PROFILE

Modify the profile as needed based on the new superstructure type.

11. SIGNING: YES _____ X NO _____

Remarks: Salvage and reuse existing signs where possible. Replace if necessary.

12. SIGNALS: YES _____ NO X

Warrants: YES _____ NO X

13. STRIPING: YES NO

Type: 646 Epoxy on Concrete Bridge Decks, 642 Type 1 on Asphalt Pavement

14. DELINEATION

Delineators: YES NO

RPMs: YES NO

15. DRAINAGE/ENVIRONMENTAL

Roadway Drainage Criteria: Hydraulic Analysis per Warren County Stormwater Regulations

Existing: Surface Closed

Proposed: Surface Closed

Remarks: 4:1 Slopes preferred; 2:1 Slopes Max., and 2 feet bottom rounded ditches.

Storm Water Pollution Prevention Plan: YES

NO (Contractor will be responsible if more than 1 acre disturbed)

Flood Plain Study Required: YES NO

Channel Change Study Required: YES NO

Flood Hazard Evaluation: YES NO

Risk Analysis: YES NO

Environmental: Since the project is a rehabilitation of the bridges, there will not be any Federal Funding for the project, and there will not be any earth disturbing work below the OHWM, there should not be any necessary permits and coordination with environmental agencies.

If Authorized Tasks: _____

16. BRIDGE CROSSINGS

Number of Bridges: (2) Union Road over Hendricksons Run, Bridge #33-4.92

Union Road over Eberharts Run, Bridge #33-5.16

Design: Superstructure shall be designed to AASHTO LRFD Bridge Design Specification

Loading: HL93

Bridge Width (face to face of rails): 24' existing - 30' proposed (preferred – if possible)

Bridge Rail: YES NO Type DBR or TST based on ODOT Rail Selection Procedure

Interchanges: None

Cross Roads: None

Streams: Hendricksons Run and Eberharts Run

Culverts: YES NO

Remarks: _____

Alternates Required: YES NO

Railroads: None

Railroad Location Plan: YES NO

Pedestrian: None

Mass Transit: None

Remarks: Consultant to perform an abbreviated structure type study (no ODOT involvement) and a hydraulic analysis on both structures to determine if a 30 ft wide concrete slab superstructure is feasible on the existing superstructures.

17. Bikeways: YES NO

Railroads: YES NO

Mass Transit: YES NO

Service Roads: YES NO (Grace Baptist Church accesses)

18. RETAINING/NOISE WALLS:

Number of Retaining Walls: Unknown at this time

Type of Retaining Walls: _____ Consultant to Recommend

Noise Walls: YES NO

19. MAINTENANCE OF TRAFFIC

Maintenance of Traffic: Two separate full closures of Union Road shall be allowed.

Maintenance of Pedestrian Traffic: YES NO

Maintenance of Railroad Traffic: YES NO

Detour Plan: YES NO

Remarks: The posted detour for the bridge closures shall utilize Hendrickson Road, Towne Boulevard, and SR 122.

20. UTILITIES:

Electric: Duke Energy

Gas: Duke Energy, Vectren

Telephone: CenturyLink, AT&T

Communication: Spectrum

Water: Warren County Water & Sewer, City of Middletown

Sanitary Sewer: Warren County Water & Sewer, City of Middletown

Professional Engineer must contact all Utility Companies and indicate all field-located, existing utility facilities (including house connections) on the plans prior to sending a survey crew to collect all of the raw data. If any utility company fails to locate their facilities, the Professional Engineer must inform the COUNTY ENGINEER. The COUNTY ENGINEER will then contact the utility company about locating their facilities prior to sending a survey crew into the field to collect all of the raw data. The Professional Engineer must display the field-located locations of each utility facility on the plans. If the field-located utility facilities are not shown on the plans, the Professional Engineer will send their survey crew back out into the field and collect the field-located utility data at the Professional Engineer's expense.

21. ESTIMATED QUANTITIES: YES _____ X _____ NO _____

Quantity Splits: YES _____ X _____ NO _____ (Bridge Items Only)

22. CONSTRUCTION COST ESTIMATE: YES ___ X ___ NO _____

23. EXTENT OF FIELD SURVEYS: (1) Provide ex. R/W, proposed R/W & temp. R/W staking to establish the R/W and to aid in R/W acquisition. (provide "Not to Exceed" unit price per parcel – if authorized) (2) Professional Engineer shall provide in proposal a "Not to Exceed" unit price for a Dedication Plat and a Survey Record including setting new Property Corners and Monuments in case the right-of-way is acquired in fee simple. (provide unit price per parcel – if authorized) (3) The Warren County Engineer prefers to acquire permanent R/W by perpetual easement, unless requested otherwise

by the property owner. If permanent R/W is acquired by perpetual easement the work described in Item (2) will not be required. (4) Depict all trees and large bushes on the plans individually.

Professional Engineer

Main Road Alignment	(X)	
Main Road Profile	(X)	
Side Road Alignment	()	
Side Road Profile	()	
Aerial Control	()	
Reference Points & Bench Marks	(X)	
State Plane Coordinates	(X)	
Alignment & Profile of Driveways	(X)	
Cross Sections	(X)	
Pavement Salvage Sections	()	
Channel Cross Sections	(X)	
Drainage Survey	(X)	
Topo Identification	(X)	
Utilities	(X)	
Pavement Cores	()	
Geotechnical Boring Staking	()	
Property Corners and Monuments	(X)	To be set after construction if authorized
Right-of-Way Staking	(X)	As stated in item # 23 (1) above

24. RIGHT-OF-WAY AND EASEMENTS:

Professional Engineer

Property Map	()	
Centerline Plat	()	
Courthouse Research	(X)	Research for existing R/W shall go back to original deed for each parcel in the project
Right-of-Way Plan sheets	()	Show existing and proposed R/W on plan sheets (Don't need separate R/W plans)
R/W Summary	()	

Permanent & Temporary R/W Legal Descriptions (X) (Provide "Not to Exceed" unit price per legal description)

Exhibits for each Legal Description (X) Drawings of R/W area on 8 1/2" x 11" paper (Provide "Not to Exceed unit price per exhibit)

Dedication Plat(s) or Survey Record(s) (X) As necessary – see item #23 (2)

Approximate Number of Property Owners 6-7

Remarks: Consultants shall notify residents regarding survey (data collection) via letter. Consultants will provide a 2 week window in which the survey (data collection) will be done.

If bearings and/or distances in the proposed legal descriptions differ from the recorded deed, the proposed legal description shall include references to the existing right-of-way lines, centerline, property line etc.

25. TRAFFIC DATA:

State _____ County X Professional Engineer _____

Remarks: This section of Union Road currently has an approximate ADT of 3,000 vpd.

26. GEOTECHNICAL/SUBSURFACE INVESTIGATION:

State _____ County _____ Professional Engineer _____ Other _____

Remarks: Not required since utilizing existing concrete abutments.

27. PRIOR STUDIES:

None

28. PUBLIC HEARINGS/INFORMATIONAL MEETINGS:

Type of Hearing Required: N/A

Professional Engineer's Responsibility: N/A

Exhibits: N/A

29. Engineering Agreement will be an itemized contract.
30. Professional Engineer to provide all office and field work to a) prepare final construction plans, b) write general and special notes, c) calculate quantities, and d) determine existing right-of-way, easement and property lines.
31. With submission of proposal, Professional Engineer shall submit a tentative time of completion for final plan filing following authorization to proceed.
32. Professional Engineer to indicate Property Owner Name, House Number, Parcel ID, and Official Record and Page on the plan sheets.
33. Professional Engineer is to adequately mark the baseline and/or centerline in the field. The points set in the field shall be shown on the plans. At a minimum, the points to be marked in the field shall be located at one hundred (100) foot intervals. The PC, PI and PT of each curve shall also be marked or referenced. As required, the points to be witnessed in the field shall be witnessed from a MINIMUM of three (3) points, located outside of the work limits. Where the Professional Engineer has established and utilized a baseline, instead of the centerline, the Professional Engineer **MUST** show on the plans the relationship between the baseline marked in the field and the centerline.

The construction plans and the right-of-way items are to be referenced to the **STATE PLANE COORDINATE** system. This will require that **STATE PLANE COORDINATES** be shown on the plans for the PC, PI and PT for each curve, all angle points, termination points, and reference points. This will be applicable to proposed right-of-way lines, permanent easement lines, proposed centerline and/or baseline. The Professional Engineer should contact the Project Manager to obtain the information regarding the nearest established benchmark.

34. Where the Scope of Service includes cross-sections, the sections are to be taken every twenty five (25) feet and, if Aerial Method is utilized, are to be field checked every three hundred (300) feet. Critical driveway profiles to be plotted at a scale of 1" = 2' (Horizontal and Vertical). The **location** and **approximate depth of underground utilities**, i.e. storm sewers, sanitary sewers, gas lines and water lines, shall also be shown on the **Cross-sections**.

35. Where the Scope of Service includes pavement salvage sections, the pavement is to be salvaged to the greatest extent possible. Pavement salvage sections are to be plotted at a scale of 1" = 5' (Horizontal) and 1" = 5' (Vertical).

36. Existing drainage systems to be evaluated as to condition and capacity. Existing systems are to be modified and/or new systems to be installed as required by the proposed improvements.

Wherever possible, the Professional Engineer shall complete a **VISUAL INSPECTION** of the existing conduits so as to determine the type and condition of the conduit. This shall mean that, as a minimum, the existing conduits are to be visually checked at the inlet or outlet end and at each catch basin, manhole, or other junction point.

37. Along with the **FINAL** submission of the project plans and documents, the Professional Engineer shall furnish to the Engineer a copy of **ALL** field notes; a listing of point coordinates and point descriptions for **ALL** points on the existing **AND** proposed centerline, baseline and right-of-way line; a closure for **EACH** easement or right-of-way take; and a copy of **ALL** quantity calculations.

38. The Construction plans are to be stamped and signed by a Professional Engineer, registered in the State of Ohio. The Right-of-Way items are to be stamped and signed by a Professional Surveyor, registered in the State of Ohio.

39. The Professional Engineer shall furnish to the Engineer a load rating report for the bridges analyzed by the Load and Resistance Factor Rating (LRFR) method in accordance with the AASHTO Manual for Bridge Evaluation and the ODOT Bridge Design Manual (BDM). The bridge load rating reports shall include a current ODOT BR100 Summary that is stamped, signed, and dated by a Professional Engineer. The reports shall provide the safe load capacity for the HL-93 design vehicle, the four Ohio legal trucks (2F1, 3F1, 4F1, 5C1), the four specialized hauling vehicles (SU4, SU5, SU6, SU7) and the two emergency vehicles (EV2, EV3).

40. All final plats to be in ink on high quality mylar copies and shall be 24" x 36" in size. All final plans shall be 22"x34" (full size) and 11"x17" (½ size) with Professional Engineer stamp and signature in PDF format. One full size and ½ size plan set shall be submitted on plain paper.

41. The plans shall be prepared with a computer-aided design and/or drafting system (CAD), and the Professional Engineer shall furnish to the Engineer a computer disk or disks containing all the project information. The computer-aided (CAD) files shall be submitted in a format compatible with "AutoCAD".

The Professional Engineer shall also furnish to the Engineer a computer disk or disks containing all the project information, including the notes, general summary of quantities, calculations, correspondence letters, descriptions, and any other related items, in a format compatible with "Microsoft Word" and "Microsoft Excel".

The Professional Engineer shall agree to all requirements listed in this Scope of Services. The Professional Engineer must state any objections, exceptions and/or changes prior to the signing of the Engineering Services Contract.

Professional Engineer Name: Korda/Nemeth Engineering, Inc.
Address: 1650 Watermark Drive
Columbus, Ohio 43215
Phone: (614) 487-1650



April 30, 2019

Neil Tunison, PE, PS
Warren County Engineer
210 West Main Street
Lebanon, OH 45036

Attn: Roy Henson, PE, PS

RE: Union Rd Bridges #33-4.92 & #33-5.16

Dear Mr. Henson:

We appreciate the opportunity to submit this proposal for professional civil engineering and surveying services on this project, and we look forward to the opportunity to work with you and your team.

We understand the project to be the rehabilitation of two existing single span structures on Union Road (#33-4.92 and #33-5.16) by replacement of the superstructures. The new superstructures will be cast-in-place concrete slabs. We will include a study to analyze feasibility of widening to 28' minimum, or 30' desirable width decks. This structure type will allow for straightforward future widening of the bridges.

Assumptions & Exclusions – The following exclusions and assumptions are considered in this proposal and schedule:

- The two structures will be designed concurrently and packaged into a single set of bid plans.
- No environmental or permitting scope is included.
- Geotechnical investigations are excluded.
- Various right-of-way tasks are included on a per parcel basis, if authorized.

Based on the scope of services as described in your RFP and clarified in this document and attachments, we propose that our compensation be a stipulated sum of \$109,475, invoiced monthly in proportion to services performed.


Authorization by the Client to proceed, whether oral or written, constitutes acceptance of all terms and conditions of this Proposal/Agreement, without modification, addition or deletion. Note that the attached Standard Terms & Conditions are an integral part of this Proposal/Agreement. No waiver or modification of the terms and conditions set forth herein shall be binding upon Korda/Nemeth Engineering unless made in writing and signed by an officer of Korda/Nemeth Engineering.

We assume that the description of services in this proposal is consistent with your needs. If there are differences which will affect the services required of us, please advise us so that we might adjust our proposal accordingly.

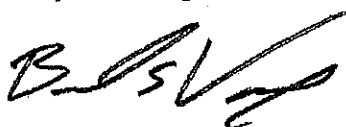
Thank you for the opportunity to make this proposal. To initiate our services, please sign and return one copy for our files. Note that your signature is required below and is inclusive of the attached Standard Terms & Conditions.

Sincerely,

KORDA/NEMETH ENGINEERING, INC.
Consulting Engineers



Carol A. Boehm, PE
Project Manager



Brooks M. Vogel, PE, LEED AP
Partner

Accepted By: _____

For: *Warren County Engineer*

Date: _____

BMV
Attachment(s)

Task #	Task	Character	Classification	Project Specific Comments
2 Preliminary Engineering Phase				
2.1 ADR Design				
2.3 A Field Survey and Aerial Mapping				
	2.3.A.A Project Control, Benchmarks, and Reference Points			Reference points
	2.3.A.B Monumentation recovery			
	2.3.A.C Base Mapping (incl. field verify.)			
	2.3.A.D Drainage Survey (stream cross sections)			
	2.3.A.E Bridge Survey			
	2.3.A.F Establish property lines, tax id, & ownerships on base map			
	2.3.A.G Property Owner Notification			
2.3 A.B Structural Information Study				
2.5 D Structures				
	2.5.D.A Bridge Structure Type Study (2 bridges)			
	2.5.D.C Complete bridge hydraulic study and scour analysis			
2.7 Structural Design				
2.7 A Roadway				
	2.7.A.L Driveway Details			
2.7 D Drainage				
	2.7.B.D Drainage Calculations			
2.7 F Structures - Design Plans				
	2.7.F.B Final Structure Site Plans			
2.7 H Permits (2) Cost Estimate and Update Milestones				
	2.7.J.A Detour Plan			
2.8 Project Management for Preliminary Engineering Phase				
	2.8.A Meetings			
	2.8.B General Oversight			
	2.8.C Project Set Up			

Task #	Task	Consent/Date	IF Approved/Date	Budget/Spent/Comments
3 Environmental Engineering Phase				
3.1 Overview				
3.1.A Roadway				
3.3.A.A	Title Sheet			
3.3.A.C	General Notes			
3.3.A.D	Typical Sections			
3.3.A.E	Plan and Profile - Mainline			
3.3.A.H	Cross Sections			
3.3.C Traffic Control				
3.3.C.A	Pavement Marking Plan			
3.3.E.A	MOT General Notes			
3.3.I Bridge Plans/Breakout for each bridge (separately)				
3.3.I.A	Bridge Plans (2 structures)			
3.3.I.B	Structure Rating & Analysis			
3.3.J Utilities				
3.3.J.A	Utility Coordination and Documentation			
3.4 Right of Way Plans				
3.4.A Construction Right of Way Plans				
3.4.A	Stake Centerline of Construction			
3.4.B.A	Show ROW (Ex. & Pr) on Plan & Profile Sheets			
3.8 Prepare Construction and Section Filings				
3.8.A	Roadway/Structure Costs			
3.9 Management of and Control of Construction				
3.9.A	Meetings			

Task #	Task	Consistent	If Land/Gravel (G)	Detail Specific Comments
4 Final Engineering and RW Phase				
4.2 Bridge Detailed Design				
4.2.A Quantities and Notes				
4.2.A.A Estimated Quantities				
4.2.A.M General Summary Sheet				
4.2.A.N Bridge Estimated Quantities Sheet				
4.2.A.O Reinforcing Steel Schedule				
4.2.A.P Update of General Notes				
4.2.A.S Bridge General Notes				
4.2.D Miscellaneous				
4.2.D.C Project Site Plan				
4.3 General Construction Management Milestones				
4.3.A Roadway/Bridge Costs				
4.4 Final Approval				
4.4.A Submission of Final Tracings and Documentation				

DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS, PERSONNEL CATEGORIES, AND LABOR RATES

County Route and Section: **Union Road Bridges 33-4.92 & 33-5.16 Rehab**

PROJECT DESCRIPTION: **Rehabilitation of Union Road Bridges 33-4.92 and 33-5.16 by superstructure replacement.**

Proposal Date: **3/28/2019**
 Revised Date: **4/30/2019**

HOURLY RATES

Proj Exec/Proj Mgr	\$68.00
Sr. Engr/Survey Mgr	\$49.00
Proj Engineer	\$35.00
R/W Spec or Crew Chief	\$36.00
Technician	\$23.00
Clerical	\$22.00

Average Overhead Rate =	125%	(Net Fee Calc.)
Overhead Percentage =	156%	
Net Fee Percentage =	100%	
Cost of Money =	2.00%	

Task #	Task Description	No.	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
2 Preliminary Engineering Phase											
2.3	2.3 Preliminary Engineering Phase										
2.3.A	2.3.A Field Survey and Aerial Mapping										
2.3.A.A	2.3.A.A Project Control, Benchmarks, and Reference Points		33.40	25	\$835	\$1,164	\$0			\$213	\$2,212
2.3.A.B	2.3.A.B Monumentation recovery		32.04	23	\$737	\$1,027	\$0			\$188	\$1,953
2.3.A.C	2.3.A.C Base Mapping (incl. field verify.)		30.37	67	\$2,035	\$2,837	\$0			\$519	\$7,391
2.3.A.D	2.3.A.D Drainage Survey (stream cross sections)		30.53	19	\$580	\$809	\$0			\$148	\$1,537
2.3.A.E	2.3.A.E Bridge Survey		31.67	9	\$285	\$397	\$0			\$73	\$755
2.3.A.F	2.3.A.F Establish property lines, tax id, & ownerships on base map		31.67	27	\$855	\$1,192	\$0			\$218	\$2,265
2.3.A.G	2.3.A.G Property Owner Notification		26.33	3	\$79	\$110	\$0			\$20	\$209
2.3	2.3 Subtotal		31.25	173	\$5,406	\$7,537	\$0	\$2,000	\$0	\$1,380	\$16,322
2.5	2.5 Bridge Structure Type Study (2 bridges)										
2.5.D.A	2.5.D.A Bridge Structure Type Study (2 bridges)		42.00	16	\$672	\$937	\$0			\$172	\$1,780
2.5.D.C	2.5.D.C Complete bridge hydraulic study and scour analysis		42.00	60	\$2,520	\$3,513	\$0			\$643	\$6,676
2.5	2.5 Subtotal		42.00	76	\$3,192	\$4,450	\$0	\$0	\$0	\$815	\$8,457
2.7	2.7 Storm Drainage										
2.7.A.I	2.7.A.I Driveway Details		35.00	4	\$140	\$195	\$0			\$36	\$371
2.7.B.D	2.7.B.D Drainage Calculations		36.75	16	\$588	\$820	\$0			\$150	\$1,558
2.7.F.B	2.7.F.B Final Structure Site Plans		39.00	42	\$1,638	\$2,284	\$0			\$418	\$4,340
2.7.J.A	2.7.J.A Detour Plan		35.00	8	\$280	\$390	\$0			\$71	\$742
2.7	2.7 Subtotal		37.80	70	\$2,646	\$3,689	\$0	\$0	\$0	\$675	\$7,010
2.8	2.8 Project Management										
2.8.A	2.8.A Meetings		#DIV/0!	0	\$0	\$0	\$0			\$0	\$0
2.8.B	2.8.B General Oversight		53.75	20	\$1,075	\$1,499	\$0			\$274	\$2,848
2.8.C	2.8.C Project Set Up		58.50	10	\$355	\$496	\$0			\$149	\$1,550
2.8	2.8 Subtotal		55.33	30	\$1,660	\$2,314	\$0	\$0	\$0	\$424	\$4,398
	SUBTOTAL PRELIMINARY ENGINEERING PHASE		36.97	349	\$12,904	\$17,989	\$0	\$2,000	\$0	\$3,294	\$36,187

DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS, PERSONNEL CATEGORIES, AND LABOR RATES

County Route and Section: Union Road Bridges 33-4, 92 & 33-5, 16 Rehab

PROJECT DESCRIPTION: Rehabilitation of Union Road Bridges 33-4, 92 and 33-5, 16 by superstructure replacement.

Proposal Date: 3/28/2019

Revised Date: 4/30/2019

HOURLY RATES

Proj Exec/Proj Mgr	\$68.00
Sr. Engr/Survey Mgr	\$49.00
Proj Engineer	\$35.00
R/W Spec or Crew Chief	\$36.00
Technician	\$23.00
Clerical	\$22.00

Average Overhead Rate =	103.2%	(Net Fee Calc.)
Overhead Percentage =	100.0%	
Net Fee Percentage =	100.0%	
Cost of Money =	3.00%	

Task #	Task Description	No.	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
3	Environmental Engineering Phase										
3.3.A.A	Title Sheet		39.67	6	\$238	\$332	\$0			\$61	\$631
3.3.A.C	General Notes		37.33	12	\$448	\$625	\$0			\$114	\$1,187
3.3.A.D	Typical Sections		37.80	20	\$756	\$1,054	\$0			\$193	\$2,003
3.3.A.E	Plan and Profile - Mainline		37.24	50	\$1,862	\$2,596	\$0			\$476	\$4,933
3.3.A.H	Cross Sections		32.25	64	\$2,064	\$2,877	\$0			\$527	\$5,468
3.3.C.A	Pavement Marking Plan		35.00	2	\$70	\$98	\$0			\$18	\$185
3.3.E.A	MOT General Notes		38.50	4	\$154	\$215	\$0			\$39	\$408
3.3.I.A	Bridge Plans (2 structures)		39.80	350	\$13,930	\$19,420	\$0			\$3,556	\$36,986
3.3.I.B	Structure Rating & Analysis		42.00	32	\$1,344	\$1,874	\$0			\$343	\$3,561
3.3.J.A	Utility Coordination and Documentation		#DIV/0!	0	\$0	\$0	\$0			\$0	\$0
3.3	Subtotal		38.64	540	\$20,866	\$29,089	\$0	\$0	\$0	\$5,326	\$55,282
3.4.A	Stake Centerline of Construction		#DIV/0!	0	\$0	\$0	\$0			\$0	\$0
3.4.B.A	Show ROW (Ex. & Pr) on Plan & Profile Sheets		35.00	8	\$280	\$390	\$0			\$71	\$742
3.4	Subtotal		35.00	8	\$280	\$390	\$0	\$0	\$0	\$71	\$742
3.8.A	Roadway/Structure Costs		42.00	8	\$336	\$468	\$0			\$86	\$890
3.8	Subtotal		42.00	8	\$336	\$468	\$0	\$0	\$0	\$86	\$890
3.9.A	Meetings		#DIV/0!	0	\$0	\$0	\$0			\$0	\$0
3.9	Subtotal		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	SUBTOTAL ENVIRONMENTAL ENGINEERING PHASE		38.64	556	\$21,482	\$29,948	\$0	\$0	\$0	\$5,484	\$56,914

DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS, PERSONNEL CATEGORIES, AND LABOR RATES

County Route and Section: Union Road Bridges 33-4.92 & 33-5.16 Rehab

PROJECT DESCRIPTION: Rehabilitation of Union Road Bridges 33-4.92 and 33-5.16 by superstructure replacement.

Proposal Date: 3/28/2019
Revised Date: 4/30/2019

HOURLY RATES

Proj Exec/Proj Mgr	\$68.00
Sr. Engr/Survey Mgr	\$49.00
Proj Engineer	\$35.00
R/W Spec or Crew Chief	\$36.00
Technician	\$23.00
Clerical	\$22.00

Average Overhead Rate = (Net Fee Calc.)
Overhead Percentage =
Net Fee Percentage =
Cost of Money =

Task #	Task Description	No.	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	Site Survey, Utility, and Right-of-Way										
4.2.A.A	Estimated Quantities		38.89	36	\$1,400	\$1,952	\$0			\$357	\$3,709
4.2.A.M	General Summary Sheet		40.60	20	\$812	\$1,132	\$0			\$207	\$2,151
4.2.A.N	Bridge Estimated Quantities Sheet		39.38	32	\$1,260	\$1,757	\$0			\$322	\$3,338
4.2.A.O	Reinforcing Steel Schedule		38.50	40	\$1,540	\$2,147	\$0			\$393	\$4,080
4.2.A.P	Update of General Notes		35.00	6	\$210	\$293	\$0			\$54	\$556
4.2.A.S	Bridge General Notes		42.00	10	\$420	\$586	\$0			\$107	\$1,113
4.2	Subtotal		39.18	144	\$5,642	\$7,866	\$0	\$0	\$0	\$1,440	\$14,948
4.3 Roadway/Bridge Costs											
4.3	Subtotal		35.00	6	\$210	\$293	\$0	\$0	\$0	\$54	\$556
4.4 Final Tracings and Documentation											
4.4.A	Submission of Final Tracings and Documentation		49.00	4	\$196	\$273	\$0			\$50	\$869
4.4	Subtotal		49.00	4	\$196	\$273	\$0	\$350	\$0	\$50	\$869
4.6 Pre-Bid Questions											
4.6	Subtotal		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL FINAL ENGINEERING AND R/W PHASE			39.27	154	\$6,048	\$8,432	\$0	\$350	\$0	\$1,544	\$16,373
5 Construction Phase											
5.1.A	On-going Services During Construction		#DIV/0!	0	\$0	\$0	\$0			\$0	\$0
SUBTOTAL CONSTRUCTION PHASE			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL AUTHORIZED TASKS			38.18	1059	\$40,434	\$56,369	\$0	\$2,350	\$0	\$10,322	\$109,475
IF AUTHORIZED TASKS											
3.4.B.B	Dedication Plat & Survey Record, per parcel		29.00	26	\$754	\$1,051	\$0			\$192	\$1,998
3.4.B.F	Exhibit for easement, per parcel		31.67	6	\$190	\$265	\$0			\$49	\$503
3.4.B.G	Legal description for easement, per parcel.		32.75	4	\$131	\$183	\$0			\$33	\$347

ID	Task Name	Duration	Start	Finish
1	Union Rd Bridges		Wed 9/24/14	
2	Develop Part 1 Scope & Fee	1 day	Thu 4/4/19	Thu 4/4/19
3	Review, Changes & Approval	40 days	Fri 4/5/19	Thu 5/30/19
4	Milestone: Part 1 Notice to Proceed	1 day	Fri 5/31/19	Fri 5/31/19
5	Preliminary Engineering	30 days	Mon 6/3/19	Fri 7/12/19
6	Survey & RW Research	30 days	Mon 6/3/19	Fri 7/12/19
7	Environmental	0 days	Tue 10/1/19	Tue 10/1/19
10	Feasibility Study	57 days	Mon 7/15/19	Tue 10/1/19
11	Hydraulics	15 days	Mon 7/15/19	Fri 8/2/19
12	Geotechnical	0 days	Fri 8/2/19	Fri 8/2/19
13	Structure Type Study	15 days	Mon 8/5/19	Fri 8/23/19
14	Feasibility Study	1 day	Mon 8/26/19	Mon 8/26/19
15	Milestone: STS/FE Study - Submitted	1 day	Tue 8/27/19	Tue 8/27/19
16	FE Study Review	24 days	Wed 8/28/19	Mon 9/30/19
17	Milestone: STS/FE Study - Approved	1 day	Tue 10/1/19	Tue 10/1/19
18	Part 2 Scope & Fee	0 days	Tue 10/1/19	Tue 10/1/19
24	Preliminary RW Plans	Fri 8/30/19		
29	Stage 1 + 2 Plans	0 days	Tue 10/1/19	Tue 10/1/19
34	Final RW Plans	0 days	Tue 10/1/19	Tue 10/1/19
39	Acquisition	0 days	Tue 10/1/19	Tue 10/1/19
44	Stage 3 Plans	125 days	Wed 10/2/19	Tue 3/24/20
45	Stage 3 Plans	100 days	Wed 10/2/19	Tue 2/18/20
46	Milestone: Stage 3 - Submitted	1 day	Wed 2/19/20	Wed 2/19/20
47	Stage 3 Review	23 days	Thu 2/20/20	Mon 3/23/20
48	Milestone: Stage 3 - Approved	1 day	Tue 3/24/20	Tue 3/24/20
49	Construction Contract	222 days	Wed 3/25/20	Thu 1/28/21
50	Final Tracings	15 days	Wed 3/25/20	Tue 4/14/20
51	Milestone: Final Tracings - Submitted	0 days	Tue 4/14/20	Tue 4/14/20
52	Milestone: District RW Cert	0 days	Tue 4/14/20	Tue 4/14/20
53	Final Plan Package	10 days	Wed 4/15/20	Tue 4/28/20
54	Milestone: Final Plan Package to C.O.	0 days	Tue 4/28/20	Tue 4/28/20
55	Milestone: Sale Date	10 days	Wed 4/29/20	Tue 5/12/20
56	Milestone: Award	7 days	Wed 5/13/20	Thu 5/21/20
57	Milestone: Begin Construction	10 days	Fri 5/22/20	Thu 6/4/20
58	Milestone: End Construction	170 days	Fri 6/5/20	Thu 1/28/21

Manual Summary Rollup
 Manual Summary
 Start-only
 Finish-only
 External Tasks
 External Milestone
 Progress
 Deadline

Rolled Up Critical Split
 External Tasks
 External Milestone
 Inactive Task
 Inactive Milestone
 Inactive Milestone
 Inactive Summary
 Manual Task
 Duration-only

Critical
 Critical Split
 Task
 Split
 Milestone
 Slippage
 Summary
 Project Summary
 Rolled Up Critical

\\file\sys3\Projects\2019\2019-0414_00 WAR-Union Road Bridges 33-4.92, 3-5.16\190414\ProjAdmin\Schedule\WAR-Union Rd Bridges schedule.mpp

Resolution

Number 19-0723

Adopted Date June 11, 2019

APPROVE CHANGE ORDER #1 WITH RACK & BALLAUER EXCAVATING CO., INC. . FOR THE WARREN COUNTY FAIRGROUNDS PAVING PROJECT

WHEREAS, pursuant to Resolution #19-0380 adopted April 02, 2019 this Board entered into contract for the Warren County Fairgrounds Paving Project; and

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


NOW THEREFORE BE IT RESOLVED, to approve change order #1 with Rack & Ballauer Excavating Co., Inc., in the amount of \$3,800.00 resulting in an increase to purchase order #19000431, which is for a portion of the work, and a new contract price of \$113,983.00 for said purchase order; the change order is attached hereto and made a part hereof.

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

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

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Rack & Ballauer Excavating, Inc.
Agricultural Society (file)
OMB



Rack & Ballauer Excavating, Inc.
11321 Paddy's Run Road
Hamilton, OH 45013
Office: 513-738-7000
Fax: 513-738-2777

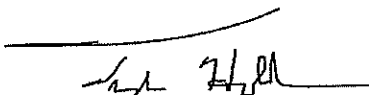
Change Order Request

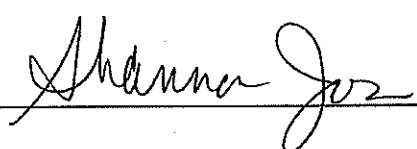
Date: 5/22/2019

Rack and Ballauer is requesting additional compensation for the item below:

Line Item #	Line Item/Unit	Unit	Quantity	Unit Price	Total Item Price
1	301 Asphalt Patching	cy	16	\$188.00	\$3008.00

This work was for unforeseen patching that had to be completed after the pavement was milled. These areas failed due to poor subgrade conditions and was not observable at bid time. This is only for the unforeseen patching. All other patching was performed under the lump sum bid price.

Rack & Ballauer Excavating: 
Tyler Holden

Owner Approval: 

Print Name: Shannon Jones

Date: 6/11/19

Resolution

Number 19-0724

Adopted Date June 11, 2019

REDUCE LOAD LIMIT ON BRIDGE #255-0.62 FOR EMERGENCY VEHICLES

WHEREAS, Bridge #255-0.62 on Cones Road over a Ertles Run is inspected and maintained by the Warren County Engineer; and

WHEREAS, the Warren County Engineer has the duty and obligation to recommend weight limits for the bridges; and

WHEREAS, the Board of Warren County Commissioners and the Warren County Engineer pursuant to 5591.42 and 5577.071 of the Ohio Revised Code have determined that Bridge #255-0.62 (Hamilton Township) is inadequate to carry emergency vehicles; and

WHEREAS, upon an updated load rating of Bridge #255-0.62, the Warren County Engineer has determined that the posted load limit should be reduced for emergency vehicles to 29 tons for 2 axle vehicles and 33 tons for 3 axle vehicles, effective immediately; and

NOW THEREFORE, BE IT RESOLVED, to reduce the load limit for emergency vehicles on Bridge #255-0.62 on Cones Road in Hamilton Township.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)

Resolution

Number 19-0725

Adopted Date June 11, 2019

REDUCE LOAD LIMIT ON BRIDGE #156-1.50 FROM THE CURRENT LOAD LIMIT

WHEREAS, Bridge #156-1.50 on Butterworth Road over Salt Run is inspected and maintained by the Warren County Engineer; and

WHEREAS, the Warren County Engineer has the duty and obligation to recommend weight limits for the bridges; and

WHEREAS, the Board of Warren County Commissioners and the Warren County Engineer pursuant to 5591.42 and 5577.071 of the Ohio Revised Code have determined that Bridge #156-1.50 (Hamilton Township) is inadequate to carry its current load limit; and

WHEREAS, upon an updated load rating of Bridge #156-1.50, the Warren County Engineer has determined that the posted load limit should be reduced from the current load limit of 40 tons to 15 tons for 2 axle vehicles, 23 tons for 3 axle vehicles, 27 tons for 4 axle vehicles, 31 tons for 5 axle vehicles, and 32 tons for 6 axle or more vehicles, effective immediately; and

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

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

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)

Resolution

Number 19-0726

Adopted Date June 11, 2019

ENTER INTO CONTRACT WITH JOHN R. JURGENSEN FOR THE 2019 RESURFACING PROJECT

WHEREAS, pursuant to Resolution #19-0647, adopted May 28, 2019, this Board approved a Notice of Intent to Award Contract for the 2019 Resurfacing Project to John R. Jurgensen., for a total contract price of \$4,565,968.25 The Warren County Engineer's portion of the total bid price is \$2,175,747.25. The remainder portion of the total bid will be the responsibility of the various townships listed in Exhibit A of the bid packet; 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 John R. Jurgensen, for said project, for a total contract price of \$4,565,968.25. The Warren County Engineer's portion of the total bid price is \$2,175,747.25. The remainder portion of the total bid will be the responsibility of the various townships listed in Exhibit A of the bid packet; as attached hereto and made a part hereof.

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

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

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: c/a—John R. Jurgensen
Engineer (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 14th day of June, 2019, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **John R. Jurgensen, 11641 Mosteller Rd., Cincinnati, Ohio**, 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:

2019 RESURFACING PROJECT

hereinafter called the project, for the sum of \$2,175,747.25, **two million, one hundred seventy five thousand, seven hundred forty seven dollars and twenty five cents**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

- Proposal Price (Bid) Sheet
- Exception Sheet
- Bidder Identification
- A) Invitation to Bidders
- B) General Instruction to Bidders
- C) Noncollusion Affidavit
- D) Bid Guaranty & Contract Bond
- E) Performance Bond
- F) Contract
- G) Bonding & Insurance Requirements
- H) Experience Statement
- I) Affidavit of Non-Delinquency of Real and/or Personal Property Tax
- J) Equal Employment Opportunity Requirements, Bid Conditions and Non-discrimination and Equal Employment Opportunity Affidavit
- K) Findings for Recovery Affidavit Wage Rate Determination
- L) Wage Rate Determination
- 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 by August 23, 2019. The Contractor further agrees to pay, as liquidated damages, the sum of \$900.00 for each consecutive calendar day thereafter.

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

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

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorneys fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by CONTRACTOR, its agents, employees, licensees, consultants or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

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

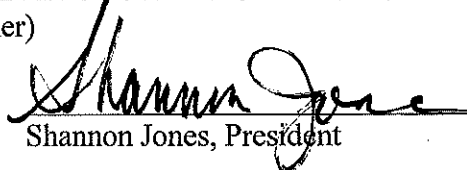
The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

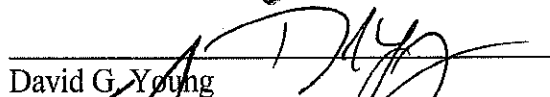
This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

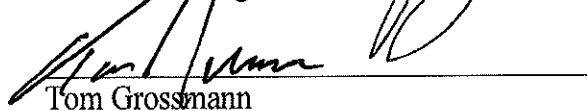
Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in this Agreement shall create any contractual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

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

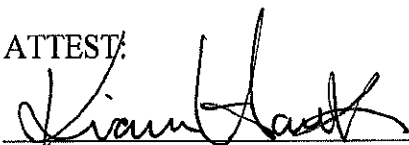
WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)


Shannon Jones, President


David G. Young

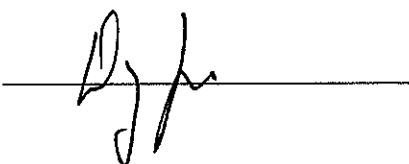

Tom Grossmann

ATTEST:



Name

(Seal)

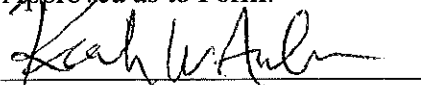
ATTEST:



JOHN R. JURGENSEN
(Contractor)

By: 
Name and Title
ROBERT M. STEIER VP.

Approved as to Form:



Resolution

Number 19-0727

Adopted Date June 11, 2019

AWARD THE BID TO CARGILL, INC. FOR THE PURCHASE OF 26,930 TONS OF BULK ICE CONTROL SALT

WHEREAS, the reverse online bidding was closed at 10:23 a.m., May 23, 2019, and the bid results received for the purchase of 26,930 Tons of Bulk Ice Control Salt, are on file in the Commissioners Office; and

WHEREAS, upon review of such bids by Neil Tunison, Warren County Engineer, Cargill, Inc. has been determined to be a fully responsive and responsible bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of Neil Tunison, that it is the intent of this Board to award the contract to Cargill, Inc., 24950 Country Club Blvd., Ste. 450, North Olmsted, Ohio, for a total bid price of \$2,272,892.00 (dumped) and \$2,662,030.50 (piled). The Warren County Engineer's portion of the total bid price is \$584,892.00. The remainder portion of the total bid will be the responsibility of the various cities, villages and townships listed in Exhibit A of the bid packet; and

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


Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH

cc: Engineer (file)
OMB Bid file

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

Resolution

Number 19-0728

Adopted Date June 11, 2019

ADVERTISE FOR BIDS FOR THE 2019 IMPROVEMENTS TO WARREN COUNTY AIRPORT – JOHN LANE FIELD PRECISION APPROACH PATH INDICATIONS (PAPI) PROJECT

BE IT RESOLVED, to advertise for bids for the 2019 Improvements to Warren County Airport – John Lane Field Precision Approach Path Indications (PAPI) Project; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet Web Site, beginning the week of June 16, 2019; bid opening to be July 2, 2019 @ 10:00 a.m.

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

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

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH

cc: Airport (file)
OMB Bid file

Resolution

Number 19-0729

Adopted Date June 11, 2019

EXTEND THE BID OPENING DATE FOR THE LOWER LITTLE MIAMI WWTP SEWER MAINTENANCE PROJECT

WHEREAS, this Board adopted resolution #19-0453, setting the bid date for the Lower Little Miami WWTP Sewer Maintenance Project for June 13, 2018 @ 11:00 a.m.; and

WHEREAS, Kathryn Gilbert, Staff Engineer, has requested an extension in the bid opening date to allow additional time for bidders to prepare their bids; and

NOW THEREFORE BE IT RESOLVED, to extend the bid opening date for the Lower Little Miami WWTP Sewer Maintenance Project to June 27, 2019 @ 11:00 a.m.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
OMB Bid file

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0730

Adopted Date June 11, 2019

AUTHORIZE THE PRESIDENT OF THIS BOARD TO SIGN A SATISFACTION OF MORTGAGE FOR REBECCA SEWELL

WHEREAS, Louella Adkins, received a Deferred Loan for Housing Rehab Assistance, funded through the Community Housing Improvement Program grant; and

WHEREAS, Louella Adkins is now deceased and her sister, Rebecca Sewell has inherited the property and is responsible for the debt; and

WHEREAS, the Deferred Loan for said assistance has been fully paid and satisfied by Rebecca Sewell.

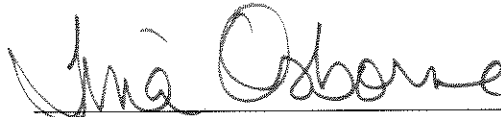
NOW THEREFORE BE IT RESOLVED, to authorize the President of this Board to sign a Satisfaction of Mortgage for Rebecca Sewell, on the real estate known as 9682 Hickory Drive, Loveland, Ohio 45140.

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

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

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/vsp

cc c/a—Adkins, Louella
Sewell, Rebecca
OGA (file)

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT the Warren County Board of Commissioners, (formerly known as Warren County Rehab, Inc.) does hereby certify, that a certain Mortgage Deed, dated the 5th day of September, 1997, recorded on the 11th day of September, 1997, in Record of Mortgages, Vol. 1414 Pages 92-95, in the Office of the Recorder of Warren County, Ohio, executed by Luella Adkins, unmarried, to the Warren County Board of Commissioners on the following real estate, known as 9682 Hickory Drive, Loveland, Ohio 45140, and legally described in Exhibit "A", attached hereto and made a part hereof, has been **fully paid and satisfied**, and the Recorder is authorized to **discharge** the same of record.

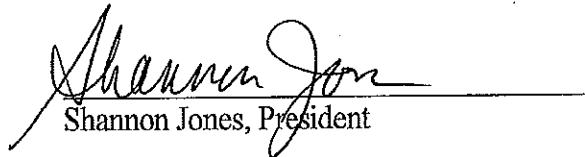
In Testimony Whereof, the said Warren County Board of Commissioners, by Shannon Jones, President, acting in her official capacity, has hereunto set her hand this 11th day of June, 2019, A.D.

Signed and Acknowledged
In the Presence of


Signature of Witness

Kiana Hawk
Printed Name of Witness

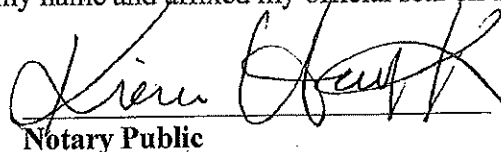
Warren County Board of Commissioners


Shannon Jones, President

State of Ohio
County of Warren, ss:

Be It Remembered, That on this 11th day of June, 2019, A.D., before me, the subscriber, a Notary Public in and for said County, personally came the above named Shannon Jones, President of the Warren County Board of Commissioners, who acknowledged the signing of the foregoing instrument, while acting in her official capacity, to be her voluntary act and deed, for uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.


Notary Public

This instrument prepared by Warren County, Ohio.



KIANA HAWK
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 7/19/2023

EXHIBIT "A"
Legal Description
Warren County

Sidwell No. 16-14-441-001

Parcel 1:

Situated in Township of Deerfield, County of Warren and State of Ohio, and being Lots 2402, 2403, 2404, 2405 and 2406 as designated and delineated on the 2nd Map of Loveland park, and recorded in Plat Book 2, pages 212-217 Warren County, Ohio Records, and subject to all the restrictions noted in the grant of William B. Fortlage as described in said Plat Book 2, pages 212-217; Warren County, Ohio Records.

Parcel 2:

Situated in the Township of Deerfield, County of Warren and State of Ohio, being Lots 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, as designated and delineated on the 2nd Map of Loveland Park, and recorded in Plat Book 2, pages 212-217, Warren County, Ohio Records, and subject to all the restrictions noted in the grant of William B. Fortlage, as described in said Plat Book 2, pages 212-217, Warren County Ohio Records.

Prior Instrument Reference: Volume 976, Page 521

Property commonly known as: 9682 Hickory Drive, Loveland, Ohio 45140

Resolution

Number 19-0731

Adopted Date June 11, 2019

APPROVE AND ENTER INTO A CONTRACT BETWEEN THE WARREN COUNTY COMMISSIONERS AND THE WARREN COUNTY CAREER CENTER ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES


NOW THEREFORE BE IT RESOLVED, to approve and enter into a Contract with Warren County Career Center on behalf of Warren County Department of Human Services for Work Activities classes, for a total contract amount not to exceed \$70,000.00 beginning July 1, 2019 and terminating on June 30, 2020; contract attached hereto and made a part hereof:

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

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

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a- Warren County Career Center
Human Services (file)

**CONTRACT AGREEMENT
BETWEEN
THE WARREN COUNTY BOARD OF COMMISSIONERS
ON BEHALF OF
THE WARREN COUNTY JOB AND FAMILY SERVICES
DIVISION OF HUMAN SERVICES
AND
THE WARREN COUNTY CAREER CENTER
ON BEHALF OF
WARREN COUNTY ASPIRE PROGRAM
(ADULT BASIC AND LITERACY EDUCATION)**

The Vendor Contract, made and entered into on the 11th day of June 2019, by and between the Warren County Board of County Commissioners, on behalf of the Warren County Job and Family Services, Division Human Services (hereinafter referred to as WCDJFS) with offices located at 416 South East Street, Lebanon, Ohio and The Warren County Career Center as the Fiscal Agent for Warren County Aspire Program, with offices located at 300 East Silver Street, Lebanon, Ohio.

In accordance with Title IV-A, Federal regulations, State law, the Title IV-A State plan, prepared under Section 5101.80 of the Ohio Revised Code and amendments to the plan, the WCDJFS shall establish and administer a work activities program to include the activities established under Section 5107.50, 5107.52, and 5107.58 of the Ohio Revised Code, including unsubsidized employment activities, on-the-job training activities, community services activities, vocational educational training activities, jobs skill training activities and educational activities for minor heads of households and adults participating in Ohio Work First (OWF) Program.

Ohio Administrative Code Section 5101:4-3-11.1 establishes the Food Assistance Employment and Training (FAET) Program which is a program established under the Food Stamp Act of 1977 as amended and requires mandatory nonexempt work registrants in receipt of food assistance to participate in employment and training. As a condition of eligibility for Food Assistance Program, individuals in receipt of food assistance benefits who are not exempt pursuant to Rule 5101:4-3-11.1 of the Administrative Code are required participants in the FAET Program per Administrative Code Section 5101:4-3-11.

Ohio Administrative Code Section 5101:14-1-02 established the Comprehensive Case Management Employment Program (CCMEP) which is a program established to assist youth between the ages of 16-24 to move toward self-sufficiency. Ohio Administrative Code 5101:14-1-02 (E) defines the services that shall be available for CCMEP participants including job readiness and job skill training. CCMEP is funded by both WIOA and TANF funding and Ohio Means Jobs of Warren County is the Lead Agency for the program.

The following are the terms of this Vendor Contract:

1. **Purchase of Services:** The purpose of this Contract is to define the relationship and responsibilities for services provided by ASPIRE to WCDJFS recipients. WCDJFS agrees to purchase for and Provider agrees to provide to designate eligible individuals those specific services detailed in this Contract (Exhibit A). Any and all exhibits are deemed to be part of this Contract as fully as if set forth herein.

2. **Contract Period:** This contract will be effective from July 1, 2019, through June 30, 2020 inclusive, unless otherwise terminated, as provided herein. If both WCDJFS and ASPIRE agree, this contract may be renewed with the same terms, conditions, and dollar amount, based on performance and funding levels, for a period of one (1) SFY year.
3. **Availability of Funds:** This Contract is conditioned upon the availability of Federal, State and local funds which are appropriated and/or allocated for WCDJFS use. This Contract may be terminated immediately in the event there is a loss of funding. WCDJFS shall notify Provider, at the earliest possible time, of any service that may be affected by a shortage of funds. If funds are reallocated in lesser quantities than the initial allocation, WCDJFS may reduce the scope of services purchases and/or total Contract dollars. No penalty shall apply to WCDJFS in the event this provision is exercised. WCDJFS shall not be obligated nor liable for any future payments incurred by ASPIRE after the date of termination. ASPIRE shall be given a thirty (30) day notice prior to termination or reduction.

Payments for all services provided in accordance with the provisions of this Contract are contingent upon the availability of funding and will not exceed the total of allocated Federal, State and Local funds. **The total dollar value of this Contract may not exceed \$70,000.00**, unless otherwise amended by Resolution of the Warren County Board of Commissioners.

A. RESPONSIBILITY OF THE WCDJFS:

- a. Pursuant to Federal Regulation H.R. 3734, WCDJFS is responsible for administration of the OWF Program in the County of Warren, in the State of Ohio; furthermore, WCDJFS will retain final authority for administrative and policy decisions related to the OWF and Food Assistance Programs. WCDJFS will determine who may participate under this Contract in this program.
- b. WCDJFS agrees to cooperate and collaborate with ASPIRE to plan, implement and monitor the provisions of service under this Contract. WCDJFS shall cooperate with ASPIRE in conducting or providing for periodic review of participant and employer satisfaction with services purchased under this Contract.
- c. WCDJFS shall utilize the services provided by this Contract for eligible recipients. WCDJFS shall be responsible for identifying eligible applicants and recipients; appropriate referrals using Ohio Benefits assignment screens, and other collaborative activities that may be identified to support the services under this Contract and for assurance that all assignments are appropriate for eligible OWF, Food Assistance, or CCMEP participants for the services under this Contract and are referenced in individual Self-Sufficient Contracts and Employability Plans.
- d. WCDJFS shall collaborate with ASPIRE to develop and deliver quality services to eligible individuals. The local collaboration may include, but is not limited to, establishing and maintaining a local interagency team of WCDJFS and ASPIRE staff to conduct ongoing joint planning, monitoring and evaluations of services; providing cross agency training; and other appropriate activities as needed.

B. RESPONSIBILITY OF THE PROVIDER

- a. Cost and Delivery of Services to be Performed by the Provider: Subject to terms and conditions set forth in this Contract, the Provider agrees to comply with terms of the Contract and provide the following services:
- b. ASPIRE shall provide the following job readiness assistance classes to eligible recipients who are referred by the WCDJFS (Exhibit A): Career Interest and Exploration, Communicating with Coworkers and Supervisors, Communicating with Customers, Dress for Success, Employment Applications and Tips, Exploring Attitudes-Ready to Work, Financial Literacy, Goal Setting-Barriers to Employment Success, Interviewing Skills Practice, Introduction to Google Sheets, Introduction to Google Documents and Drive, Marketing Yourself, Networking, OhioMeansJobs and Email, Orientation, Resume Building and Review, TABE, and Workplace Essential Skills.
- c. ASPIRE shall structure the services to meet the contract deliverables as set forth in this Contract.
- d. ASPIRE agrees to cooperate and collaborate with WCDJFS to plan, implement and monitor the provisions of services under this Contract.
- e. ASPIRE agrees to cooperate with WCDJFS in conducting or providing for periodic reviews of participant and employer satisfaction with services purchased under this Contract.
- f. ASPIRE shall adhere to WCDJFS policy for the OWF and Food Assistance Programs, pursuant to Federal and State law, rules and regulations.
- g. ASPIRE shall meet fiscal and reporting requirements, as set forth by WCDJFS. The information shall include but is not limited to, the number of individuals served and class sign in sheets. ASPIRE shall submit monthly rosters to WCDJFS as part of the monthly billing.
- h. ASPIRE agrees to comply with WCDJFS efforts to recoup over expenditures if made in the purchase of services under this Contract.
- i. ASPIRE shall collaborate with WCDJFS to develop and deliver quality services to eligible individuals. The local collaboration may include but is not limited to, establishing and maintaining a local interagency team of WCDJFS and ASPIRE staff; conducting on-going joint planning, monitoring and evaluation of services, providing cross agency training and other activities, as there is a need.

C. PURPOSE OF THE CONTRACT

- a. This contract is entered into for the purchase of services which will enable eligible individuals to become self-sufficient, thus meeting the intent of State and Federal Welfare Reform Legislation: H.R. 3734, Personal Responsibility and Work Opportunity Reconciliation Act of 1996, and the Ohio Works First Program, hereafter referred to as OWF and, to the extent practicable, provide Food Assistance and CCMEP recipients opportunities to participate in work activities, developmental activities and alternative work activities which were established under Section 5107.4 to 5107.9 of the Ohio Revised Code and that are comparable to programs authorized by 7 U.S.C.A. 2015 (d)(4).

D. CONTRACT DELIVERASPIRES

- a. ASPIRE shall provide Job Readiness Assistance Classes as listed in Exhibit A of this Contract to all eligible OWF, Food Assistance (FAET) participants and CCMEP participants referred by the WCDJFS as well as participants referred by Ohio Means Jobs of Warren County.
- b. Classes shall be provided by ASPIRE for fifty (50) weeks from July 01, 2019 through June 30, 2020, inclusive. There will be no classes scheduled the week of

Christmas (December 23 thru and including December 27, 2019). Actual classes shall be conducted Monday through Thursday starting at 8:30 A.M. and ending at or before 1:30 P.M. at Ohio Means Jobs of Warren County located at 300 East Silver Street, Lebanon, Ohio. Total class room time shall be twenty (20) hours per week.

- c. ASPIRE shall plan and teach all classes for WCDJFS' referred OWF, Food Assistance and CCMEP recipients in a class room setting. If it is determined that a class session needs to be added or a class is not needed, ASPIRE and WCDJFS would work together on such change, with all parties in agreement to any change.
- d. ASPIRE is responsible for providing staff who are qualified and certified instructors (Exhibit B). WCDJFS reserves the right to review the credentials of any ASPIRE instructor and the right to request an ASPIRE staff person be removed if WCDJFS determines the instruction is not meeting the needs and expectations of WCDJFS.

E. TOTAL COST OF CONTRACT

- a. **Total class room, instructional hours shall be twenty (20) hours per week for 50 weeks at a rate of \$70.00 per hour with classes in session Monday through Thursday, except holidays and the week of Christmas (December 23 thru and including December 27, 2019) starting on July 1, 2019 through and including June 30, 2020, with cost not to exceed \$70,000.00.**

F. PAYMENT FOR PURCHASED SERVICES

- a. ASPIRE shall submit all invoices for reimbursement to WCDJFS by the tenth (15th) working day of the month following the month the bill was incurred. Class rosters signed and dated by the instructor providing the service shall be submitted with the invoice as verification that roster is correct and who the class instructor. WCDJFS will review each invoice for completeness. If needed, additional information may be requested. Reimbursement to ASPIRE shall be within thirty (30) days from receipt of a complete, correct invoice.
- b. The invoices submitted are subject to adjustment by WCDJFS before such payment is made in order to adjust for mathematical errors, non-covered services or incorrect rates. The invoices are subject to audit by appropriate State, Federal and local officials and/or an independent audit.
- c. ASPIRE warrants that the following unallowable costs were not included in determining the rate of payment and that these costs will not be included in any invoice submitted for payment. For this Contract, unallowable cost includes: bad debts, bonding costs, contingencies, contributions or donations, entertainment costs, cost of alcohol beverages, goods or services for personal use, fines, penalties, and mis-charging costs, gains and losses on disposition or impairment of depreciable or capital assets, interest and other financial costs, losses on other contracts, asset valuation resulting from business combinations, legislative lobbying costs and durable equipment.
- d. If the assigned ASPIRE instructor is absent, every effort shall be made to provide a substitute; the only exception being the week of Christmas when no classes will be in session. If no substitute is provided, WCDJFS shall not be billed for that unit/class.
- e. ASPIRE certifies that the services being purchased by WCDJFS are not available on a non-reimbursable basis and that claims made to WCDJFS for payment shall be for actual services rendered to eligible individuals and do not duplicate claims made by ASPIRE to other funding sources for the same services or individuals.

G. AVAILABILITY AND RETENTION OF RECORDS

- a. ASPIRE shall maintain accurate records, reports, payrolls, etc., which sufficiently and properly reflect all costs of any nature incurred in the performance of this Contract. All records relating to the services provided and supporting documentation for invoices submitted to WCDJFS by ASPIRE shall be retained and made available for audit by WCDJFS, the State of Ohio (including, but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States Government for a minimum of three (3) years after payment under this Contract. If an audit is initiated during that time-period, ASPIRE shall retain such records until the audit is concluded and all issues are resolved.

H. EQUIPMENT: No equipment, software, promotional materials, etc., shall be invoiced by ASPIRE to WCDJFS.

I. ASSIGNMENT AND SUBCONTRACTING: When deemed necessary to deliver services of the quantity and quality specified in this Contract, ASPIRE may subcontract with the written approval of the WCDJFS. All such subcontracts shall be in the same form as this Contract and subject to the same terms, conditions and covenants contained herein. No such subcontracts shall in any case release ASPIRE of the liability under this Contract. ASPIRE is responsible for making direct payment for such subcontracts. This section does not apply to contracts with interpreters and persons needed to accommodate customers with disabilities.

J. RESPONSIBILITY FOR AUDIT: ASPIRE agrees to an independent audit of expenditures or determinations of eligibility, or both, if there is evidence of misuse or improper accounting of claims or substantial errors. Copies of the audit and associated management papers shall be made available to the WCDJFS.

- a. **Responsibility for Audit Exceptions:** ASPIRE agrees to accept responsibility for receiving, replying to and/or complying/reimbursing any audit exception identified by appropriate local, State and/or Federal audit, directly related to the provisions of the Contract and agrees to maintain compliance with Federal, State and local regulations which govern the provision of this service.

K. RELATIONSHIP: Nothing in this Contract is intended to, nor shall be deemed to constitute a partnership, association or joint venture with ASPIRE in the conduct of the provisions of this Contract. ASPIRE, agents and employees of ASPIRE will act in performance of this Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the WCDJFS.

L. EQUAL OPPORTUNITY/NON-DISCRIMINATION: ASPIRE and WCDJFS agree that as a condition of this Contract there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, disability, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and Executive Order 11246 entitled equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in the Department of Labor Regulation 41 CFR Part 60. It is further agreed that ASPIRE will comply with all appropriate Federal and State laws regarding such discrimination and the right to and method of appeal will be made available to all persons served under this Contract. Any agency found to be out of compliance with this

paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and to termination of this Contract.

- M. TERMINATION:** If either the WCDJFS or ASPIRE does not perform their responsibilities and/or obligations under this Contract, either party may initiate their intent to terminate the Contract by providing a thirty (30) day prior written communication to the other party. A final decision to terminate Contract shall be made jointly by WCDJFS and ASPIRE. This Contract may be terminated immediately in the event there is a loss of funding, disapproval by Federal Administrative Agency or upon discovery of noncompliance with any Federal or State Laws, Rules and/or Regulations.
- N. MODIFICATION OR AMENDMENT:** No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment. Any amendment or modification must be in writing, signed by both parties and not effective until a Resolution is passed by the Warren County Board of Commissioners approving the amendment or modification.
- O. CONTRACT MONITORING:** WCDJFS will monitor the program/classes on a continuous basis. Any findings will be discussed with the ASPIRE coordinator or other employees of ASPIRE and may also be discussed with the Warren County Career Center as Fiscal Agent for ASPIRE.
- P. GOVERNING LAW:** This Contract shall be constructed in accordance with, and the legal relations between the parties shall be governed by the Federal Law, laws of the State of Ohio and local laws as applicable to contracts executed and fully performed in the State of Ohio.
- a. **Compliance:** ASPIRE and WCDJFS agree to comply with all Federal and State laws, rules regulations; auditing standards; and applicable Office of Management and Budget Circulars, State statues and the Administrative Code Rules which are applicable to the performance of this contract
 - b. **Confidentiality of Information:** The parties agree that they shall not use any information, systems or records made available to either party for any purpose other than to fulfill the obligations specified herein. The parties agree to be bound by the same standard of confidentiality that applies to the employees of either party and/or the State of Ohio. The terms of this section shall be included in any subcontract executed by either party for work under this Contract.
- Q. RESOLUTION OF DISPUTES:** The agencies agree that the Directors of WCDJFS and Provider shall resolve any disputes between the agencies concerning responsibilities under or performance of any of the terms of this Contract. In the event the Directors can not agree to an appropriate resolution to the disputes, they shall refer to Ohio Board of Regents (OBR) and ODHS for a final binding determination resolving the dispute.
- R. INDEMNIFICATION:** ASPIRE will defend, indemnify, protect and save WCDJFS 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 ASPIRE, its agents, employees, licensees, contractors or subcontractors; (b) the failure of ASPIRE, 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

Provider, its agents, employees, licensees, contracts or subcontracts that result in injury to persons or damage to property.

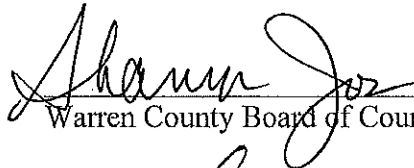
- S. ENTIRE CONTRACT:** This Contract contains the entire Contract between ASPIRE and WCDJFS with respect to the subject matter thereof, and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings or agreements not herein contained shall be of any force or effect.
- T. NOTICES:** All notices required to be given herein shall be in writing and shall be sent to the following respective addresses:

To: Warren County Job and Family Services
Division of Human Services
416 South East Street
Lebanon, Ohio 45036

Warren County Aspire Program
300 East Silver Street
Lebanon, Ohio 45036

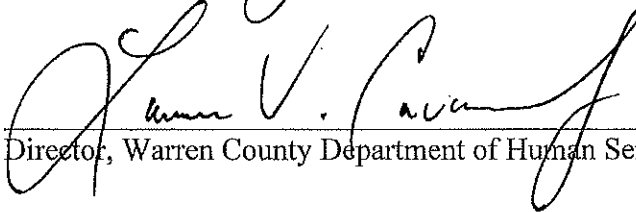
Warren County Career Center
3525 N. State Route 48
Lebanon, Ohio 45036

The terms of this Contract are hereby agreed to by all parties, as shown by the signatures of representatives of each:



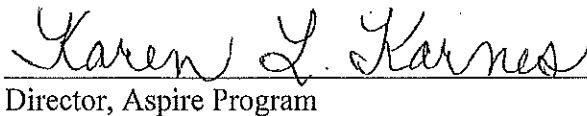
Warren County Board of County Commissioners

4/11/19
Date



Director, Warren County Department of Human Services

5/2/19
Date



Director, Aspire Program

5/3/19
Date



Superintendent of Warren County Career Center

5/6/19
Date

APPROVED TO FORM:



Keith Anderson, Assistant Prosecutor

4-29-19
Date

EXHIBIT A

Warren County Job Readiness Assistance Class Descriptions July 1, 2019 - June 30, 2020

Purpose: To plan and teach job readiness, employability, digital and financial literacy skills classes for Warren County Job and Family Services, Division of Human Services *Work Activities/Job Readiness Program*. Classes will be held twenty hours per week Monday - Thursday for 50 weeks from July 1, 2019 - June 30, 2020 at OhioMeansJobs Warren County.

Career Interest and Exploration: Learners identify abilities and career interests by taking surveys for career interest, values, and aptitude and/or an online inventory based on Carl Jung's and Isabel Briggs Myers' typology approach to personality. Learners then explore a wide range of in-demand careers matching their skills, interests, and personality utilizing *OhioMeansJobs.com*, *The Occupational Outlook Handbook*, and other websites and career guides available in the lab. The learner will formulate a personalized career plan. Participants share success stories in ending discussions. Learners also explore a variety of websites for job searching such as *LinkedIn*.

Communicating with Coworkers and Supervisors: The goal of instruction is to help learners understand and communicate with coworkers and supervisors in the workplace. Small group work with *STAR Attitudes* handout is an effective method of demonstrating how behavior at work affects relationships between coworkers and supervisors. Discussion centers on professional behavior, different communication methods and choosing the proper method for certain workplace circumstances.

Communicating with Customers: Learners review a model of positive customer service, and discern good customer service from bad. Class includes *Give 'em the PICKLE!* training video and discussion, and tips for working with a team of people.

Dress for Success: Learners discuss various topics, such as, personal hygiene, personal grooming and appropriate dress, piercings and tattoos. Learners receive contact information for Warren County Community Services to connect with the '*Dress for Success*' program to help assure that they have resources for obtaining interview clothing. The '*Dress and Groom for the Workplace*' DVD is also available for students to further explore the topic.

Employment Applications and Tips: Learners discuss application questions and prepare to fill out job application forms neatly and completely by completing a job application passport. Online application processes are also reviewed. The instructor supplies a packet of application tips specific to job seekers with a criminal record, as needed.

Exploring Attitudes - Ready for Work: Learners explore attitudes and work habits that show work-readiness through discussion and the sharing of personal work-related stories. Key points include understanding employers' expectations, learning the meaning of "work ready", overcoming welfare dependency, and working as a new hire. The *Fish Philosophy* film, activities, books, and materials give learners the tools to help create a positive work culture.

Financial Literacy: Adults review the basics of managing money and how to create a realistic budget/spending plan. Topics include choosing a bank, using a checking account, starting a savings habit, understanding credit, avoiding scams and preventing identity theft.

Goal Setting - Barriers to Employment Success: Topics include how to set SMART goals, prioritize, and act upon them. Learners take the *Barriers to Employment Success Inventory* and identify obstacles that may keep them from getting a good job or getting ahead in a career. Learners write a goal statement, identify obstacles and supports, and develop an action plan. Discussion will include how educational levels can be a barrier to employment with a possible goal of attaining more education.

Interviewing Skills Practice: Students identify their skills such as hard skills, soft skills, and transferrable skills and create *STAR* statements for use in interviewing. Through group discussion and activities, each participant discovers his/her best self and hidden potential and how to present that self to employers. Learners practice answering many types of interviewing questions. This includes traditional and behavioral questions. Students will listen to in-depth explanations of phone, group, and job fair interviews. Participants also review the list of protected/illegal interview questions and will receive handouts to practice responding to the questions.

Introduction to Google Sheets: Students explore the benefit of *Google Sheets* data management program with hands-on learning in this free application, which is part of the *Google* account. Concepts taught include entering and editing data, creating basic math formulas, formatting and modifying, printing, and storing worksheets in the Google Drive. Learners create a useful password organizer worksheet to assist with keeping track of online passwords, and print it when completed. Learners also create a basic personal budget and learn how to enter, adjust and add income and expenses to balance money efficiently.

Introduction to Google Documents and Drive: Students learn the benefit of using *Google* to create documents, store and share information and communicate in a digital world. Students create a *Google* account, if needed, and access that account in the lab. Concepts taught include reviewing the free applications that are part of the *Google* account, and how these apps can help with daily organization and communication. *Google Docs*, a word processing program, is introduced. Students will learn to use tools such font, bold, center, indent, cut and paste while editing a document. Students will then use the app to begin to create a résumé.

Marketing Yourself: Students will learn the skills and personalities employers are looking for that will enhance their brand, sales, customer satisfaction and worker productivity. *Marketing Yourself* class looks at the traits that make a worker needed and wanted in the workplace. Putting your best foot forward and making an impression that sells needed job skills is a major emphasis of this class.

Networking: Students will explore the hidden job market, how to navigate it, and the importance of networking to gain employment. Students identify members of their network and learn the best kinds of contacts and venues for networking.

OhioMeansJobs and Email: Students create an appropriate personal email and OhioMeansJobs account and receive instruction on attaching or embedding a resume to an email. Students learn efficient and effective Internet job search techniques, and will post their searchable resumes on *OhioMeansJobs.com* at the conclusion of the session.

Orientation: Students are introduced to the Job Readiness Assistance Program procedures, expectations and opportunities. A tour of the OhioMeansJobs center is included.

Résumé Building and Review: Topics covered include the importance of writing résumés and using them as a marketing tool. Learners write a résumé without a template and receive forms for cover letters, and thank you letters. The positives and negatives of functional and chronological type résumés are discussed. Participants practice formatting, saving, and printing in order to produce an eye-catching résumé. Students learn the following: how to use a résumé electronically and personally for job search; how to use the cover letter when sending a resume; and, how to use thank you letters after an interview. Each participant leaves with a customized résumé.

TABE: Students take the Tests of Adult Basic Education (TABE) to assess readiness for employment, High School Equivalency testing, and/or training. Assessment results are then used to shape a student learning plan. Students are given information about free educational opportunities including distance education. Staff emphasize the importance of education in finding a job. Workplace readiness skills such as reliability and work ethics are also stressed.

Workplace Essential Skills: Using the results of the TABE, each student completes a review of math, reading, or English skills as prescribed by his/her Diagnostic Profile. *Achieving TABE Success in Mathematics, Language, or Reading* and/or distance education options are used to provide students with a review of basic skills vital to employment.

All instructors encourage student persistence by highlighting the Success Board in Lab 3 where learners place colored post-it notes of their successes with job interviews and obtaining employment while in the program. Instructors also share Student Success Stories and encourage students to come back after obtaining a job to share their achievements with the class.

Total Cost: 20 hours of instruction x 50 weeks x \$70.00 per hour = \$70,000.00.

Warren County Aspire
 Job Readiness Assistance Program Staff
 2019-2020

EXHIBIT B

Position	Last Name	First Name	Type of License/ Certificates	Educational Level Attained	# Years of Adult Ed. Experience
Instructor	Cain	Sonya	Adult Education	B.A./B.S.	9
Substitute Instructor	Cooper	Elizabeth	Adult Education	B.S.	2
Substitute Instructor	Giffin	Elizabeth	Adult Education	B.S.	3
Aspire Coordinator	Karnes	Karen	Adult Education	B.S.	24
Substitute Instructor	McBride	Linda	Adult Education	B.A.	25
Support Staff	Rose	Holly	Adult Education	H.S.	38
Computer Instructor	Steketee	Gail	Adult Education	B.S.	5

Job Readiness Class Schedule – Effective July 1, 2019

Name _____

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY
WEEK ONE	<p>8:30 - 9:30 Orientation Room 1 / Holly</p> <p>9:30 - 11:30 What is Good Mental Health Room 1 / Paul</p> <p>11:30 - 1:30 Computer Lab Lab 3 / Gail Intro to Google Documents and Drive</p>	<p>8:30 - 9:30 TABE Room 1 / Holly</p> <p>9:30 - 1:30 Résumé Writing Lab Lab 3 / Sonya Résumé Building</p> <p>11:30 - 1:30 SNAP- ED (as available) Room 1 / Tim Nutrition Education</p>	<p>8:30 - 10:30 Interviewing Lab Lab 3 / Sonya Networking Marketing Yourself</p> <p>10:45 - 12:45 Stress Mgmt. & Self Esteem Room 1 / Paul</p> <p>12:45 - 1:30 Interviewing Lab Lab 3 / Sonya Dress for Success</p>	<p>8:30 - 1:30 Communication Skills Lab Lab 3 / Sonya Rotating Topics: Career Interest and Exploration Communicating with Co-Workers and Supervisors Communicating with Customers Employment Applications & Tips Exploring Attitudes Financial Literacy Goal Setting – Barriers to Employment</p>
WEEK TWO	<p>8:30 - 11:30 Computer Lab Lab 3 / Gail Intro to Google Sheets</p> <p>11:30 - 1:30 Workplace Essential Skills Lab 3 / Holly Math, Reading, or English for Employment</p>	<p>8:30 - 1:30 Résumé Writing Lab Lab 3 / Sonya Résumé Review and Revisions Resume Posting to OMI/Email</p> <p>11:30 - 1:30 SNAP- ED (as available) Room 1 / Tim Nutrition Education</p>	<p>8:30 - 10:30 Handling Criticism & Conflict Room 1 / Paul</p> <p>10:45 - 1:30 Interviewing Lab Lab 3 / Sonya Interviewing Skills Practice Dress for Success</p>	<p>8:30 - 1:30 Communication Skills Lab Lab 3 / Sonya Rotating Topics: Career Interest and Exploration Communicating with Co-Workers and Supervisors Communicating with Customers Employment Applications & Tips Exploring Attitudes Financial Literacy Goal Setting – Barriers to Employment</p>

All clients & instructors will observe a 15-minute break from **10:30 to 10:45** each class day.
Second Floor – Time Clock: Third Floor – Room 1, Room 4, Lab 3

Resolution

Number 19-0732

Adopted Date June 11, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN COMPREHENSIVE TITLE XX SOCIAL SERVICES PROFILE ON BEHALF OF HUMAN SERVICES


BE IT RESOLVED, to approve and authorize President of the Board to sign Comprehensive Title XX Social Services Profile on behalf of Human Services; copy of said plan attached hereto and made a part hereof.

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

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

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Human Services (file)

Ohio Department of Job and Family Services
TITLE XX COUNTY PROFILE

County		Program Period		
Warren County JFS		From October 1, 2019 through September 30, 2020		
Categories of Eligibility				
Catalogue of Title XX Social Services (1)	Services without Regard to Income (2)	Services for Free (3)	Services for a Fee (4)	Total Individual and Cost (5)
Adoption	#			
	\$			
*Case Management	# 20			20
	\$ 5,000			\$5,000
**Child Care Employment and Training	#			
	\$			
Congregate Meals	#			
	\$			
Counseling	#			
	\$			
Day-Care for Adults	#			
	\$			
Day Treatment for Children	#			
	\$			
Education & Training Services	#	20		20
	\$	\$5,000		\$5,000
Employment Services	#	40		40
	\$	\$5,000		\$5,000
Family Planning	#			
	\$			
Foster Care Services for Adults	#			
	\$			
Foster Care Services for Children	#			
	\$			
Health Related & Home Health Services	#			
	\$			

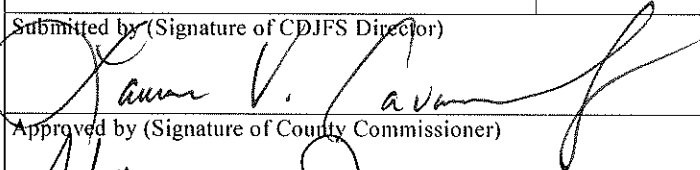
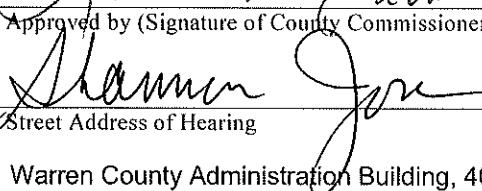
*Case Management is limited to CDJFS.

**Child Care services is limited to household income between 185% and 200% of the FPL and eligibility requirements set forth in 5101:2-16.

County		Program Period		
Warren County JFS		From October 1, <u>2019</u> through September 30, <u>2020</u>		
Categories of Eligibility				
Catalogue of Title XX Social Services (1)	Services without Regard to Income (2)	Services for Free (3)	Services for a Fee (4)	Total Individual and Cost (5)
Home-Based Services	#			
	\$			
Home Delivered Meals	#			
	\$			
Housing Services	#			
	\$			
Independent & Transitional Living Services	#			
	\$			
***Information & Referral	# 7,000 +			7,000
	\$ 55,000 +			\$55,000
Legal Services	#	15		15
	\$	20,000		\$20,000
Pregnancy/Parenting Services for Young Parents	#	25		25
	\$	5,000		\$5,000
Prevention & Intervention	#	200		200
	\$	40,000		\$40,000
***Protective Services for Adults	# 250 +			250
	\$ 150,000 +			\$150,000
***Protective Services for Children	# 275 +			275
	\$ 525,000 +			\$525,000
Recreation Services	#			
	\$			
Residential Treatment Services	#			
	\$			
Special Services for Person with Developmental or Physical Disabilities or Persons with Visual or Auditory Impairments	#			
	\$			

***Information and Referral may be provided without regard to income unless a fee is stipulated by the CDJFS.

***Services without regards to income are determined by the CDJFS.

County Warren County JFS		Program Period From October 1, 2019 through September 30, 2020		
Categories of Eligibility				
Catalogue of Title XX Social Services (1)	Services without Regard to Income (2)	Services for Free (3)	Services for a Fee (4)	Total Individual and Cost (5)
Special Services for Youth Involved in or at Risk of Involvement in Criminal Activity	#	10		10
	\$	\$5,000		\$5,000
Substance Abuse	#	50		50
	\$	\$10,000		\$10,000
Transportation	#	200		200
	\$	\$5,000		\$5,000
TOTAL				\$ 830,000
County Income Level Guidelines: <u>At or below 200% of the Federal Poverty Guidelines</u>				
Service Date(s) (if different from annual)				
Title of Service	Beginning Date		Ending Date	
Title of Service	Beginning Date		Ending Date	
Title of Service	Beginning Date		Ending Date	
Submitted by (Signature of CDJFS Director)			Date	
			6/4/2019	
Approved by (Signature of County Commissioner)			Date	
			6/11/19	
Street Address of Hearing			Date of Public Hearing	
Warren County Administration Building, 406 Justice Drive Room 350			5/20/2019	
City, State, Zip Code			Time of Public Hearing	
Lebanon, OH 45036			2:00 PM	

Counties reserve the right to limit eligibility contingent upon the availability of funds and resources.

Submit an original profile electronically to ODJFS mailbox
JFS OFC SSBG Title XX County Profile Reports@jfs.ohio.gov
 by January 31

Ohio Department of Job and Family Services
TITLE XX COUNTY PROFILE

County		Program Period		
Warren County JFS		From October 1, 2020 through September 30, 2021		
Categories of Eligibility				
Catalogue of Title XX Social Services (1)	Services without Regard to Income (2)	Services for Free (3)	Services for a Fee (4)	Total Individual and Cost (5)
Adoption	#			
	\$			
*Case Management	# 20			20
	\$ 5,000			\$5,000
**Child Care Employment and Training	#			
	\$			
Congregate Meals	#			
	\$			
Counseling	#			
	\$			
Day-Care for Adults	#			
	\$			
Day Treatment for Children	#			
	\$			
Education & Training Services	#	20		20
	\$	\$5,000		\$5,000
Employment Services	#	40		40
	\$	\$5,000		\$5,000
Family Planning	#			
	\$			
Foster Care Services for Adults	#			
	\$			
Foster Care Services for Children	#			
	\$			
Health Related & Home Health Services	#			
	\$			

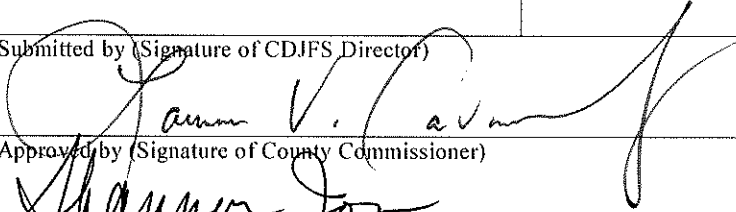
*Case Management is limited to CDJFS.

**Child Care services is limited to household income between 185% and 200% of the FPL and eligibility requirements set forth in 5101:2-16.

County		Program Period		
Warren County JFS		From October 1, <u>2020</u> through September 30, <u>2021</u>		
Categories of Eligibility				
Catalogue of Title XX Social Services (1)	Services without Regard to Income (2)	Services for Free (3)	Services for a Fee (4)	Total Individual and Cost (5)
Home-Based Services	#			
	\$			
Home Delivered Meals	#			
	\$			
Housing Services	#			
	\$			
Independent & Transitional Living Services	#			
	\$			
***Information & Referral	# 7,000			7,000
	\$ 55,000			\$55,000
Legal Services	#	15		15
	\$	20,000		\$20,000
Pregnancy/Parenting Services for Young Parents	#	25		25
	\$	5,000		\$5,000
Prevention & Intervention	#	200		200
	\$	40,000		\$40,000
***Protective Services for Adults	# 250			250
	\$ 150,000			\$150,000
***Protective Services for Children	# 275			275
	\$ 525,000			\$525,000
Recreation Services	#			
	\$			
Residential Treatment Services	#			
	\$			
Special Services for Person with Developmental or Physical Disabilities or Persons with Visual or Auditory Impairments	#			
	\$			

***Information and Referral may be provided without regard to income unless a fee is stipulated by the CDJFS.

****Services without regards to income are determined by the CDJFS.

County Warren County JFS		Program Period From October 1, 2020 through September 30, 2021		
Categories of Eligibility				
Catalogue of Title XX Social Services (1)	Services without Regard to Income (2)	Services for Free (3)	Services for a Fee (4)	Total Individual and Cost (5)
Special Services for Youth Involved in or at Risk of Involvement in Criminal Activity	#	10		10
	\$	\$5,000		\$5,000
Substance Abuse	#	50		50
	\$	\$10,000		\$10,000
Transportation	#	200		200
	\$	\$5,000		\$5,000
TOTAL				\$ 830,000
County Income Level Guidelines: <u>At or below 200% of the Federal Poverty Guidelines</u>				
Service Date(s) (if different from annual)				
Title of Service	Beginning Date		Ending Date	
Title of Service	Beginning Date		Ending Date	
Title of Service	Beginning Date		Ending Date	
Submitted by (Signature of CDJFS Director)			Date	
Approved by (Signature of County Commissioner)			6/4/2019	
Street Address of Hearing	Warren County Administration Building, 406 Justice Drive Room 350		Date of Public Hearing	
City, State, Zip Code	Lebanon, OH 45036		5/20/2019	
			Time of Public Hearing	
			2:00 PM	

Counties reserve the right to limit eligibility contingent upon the availability of funds and resources.

Submit an original profile electronically to ODJFS mailbox
JFS OFC SSBG Title XX County Profile Reports@jfs.ohio.gov
 by January 31

Resolution

Number 19-0733

Adopted Date June 11, 2019

APPROVE A SUBSIDY GRANT AGREEMENT ADDENDUM TO THE OHIO DEPARTMENT OF REHABILITATION AND CORRECTION MODIFYING THE FY2019 JUSTICE REINVESTMENT AND INCENTIVE SUBSIDY GRANT ON BEHALF OF THE WARREN COUNTY COMMON PLEAS COURT

WHEREAS, on behalf of the Warren County Common Pleas Court, Resolution 17-1873 approved a subsidy grant agreement with the State of Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, for the FY 2018-2019 Justice Reinvestment and Incentive Funding; and

WHEREAS, this addendum modifies the Fiscal Year 2019 Justice Reinvestment and Incentive Funding Agreement; and

WHEREAS, said modification award shall increase the original grant award by \$37,000.00;

NOW THEREFORE BE IT RESOLVED, to approve said addendum, as attached hereto and made a part hereof, to the Ohio Department of Rehabilitation and Correction FY 2018-2019 Justice Reinvestment and Incentive Funding resulting in an increase of \$37,000 for a total amount of \$240,896 for Fiscal Year 2019

BE IT FURTHER RESOLVED, in the event funding is not available from the State of Ohio Department of Rehabilitation and Correction the Warren County Board of Commissioners has no further obligation to fund this project.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

sm\

cc: c/a – ODRC
OGA (file)
Community Corrections (file)
ODRC
Auditor's Office

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

Resolution

Number 19-0734

Adopted Date June 11, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO CLASSROOM TRAINING AGREEMENTS ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to approve and authorize the President of the Board to enter into Classroom Training Agreement with the following educational institution, as attached hereto and made part hereof:

Warren County Career Center
3525 North State Route 48
Lebanon, OH 45036

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

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

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/mbf

cc: c/a - OhioMeansJobs
OhioMeansJobs (file)

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and Warren County Career Center, 3525 North State Route 48, Lebanon, Ohio 45036, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational trainings such as computer software and hardware technologies, networking technologies, business and office technologies, diversified medical occupations, electrical and electronic technologies, building and machine trades, fire and police technologies, heating and air conditioning, industrial maintenance technologies and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2020. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to

prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have

reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to require immediate dismissal as per Contractor written policies in the course catalog.

10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

General Provisions:

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.
2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

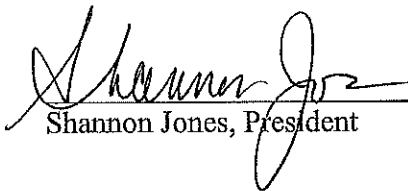
Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. Each party agrees to be responsible for any personal injury or property damage caused by the negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect

Signature Page

In witness whereof, the parties have executed this instrument on the date(s) indicated below:

Warren County Board of Commissioners



Shannon Jones, President

6/11/19
Date

Contractor



Authorized Contractor Signature


6/5/19
Date

Rick Smith

Typed Name of Authorized Contractor

6/5/19
Date

Approved as to form:



Keith Anderson, Asst. Prosecutor

6-6-19
Date

Resolution

Number 19-0735

Adopted Date June 11, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO CLASSROOM TRAINING AGREEMENTS ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to approve and authorize the President of the Board to enter into Classroom Training Agreement with the following educational institution, as attached hereto and made part hereof:

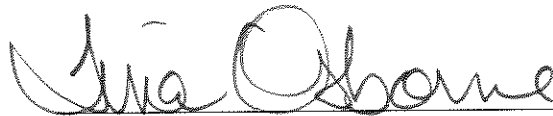
Wright State Applied Research Corporation
4035 Colonel Glenn Highway
Beavercreek, Ohio 45431

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

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

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/mbf

cc: c/a - OhioMeansJobs
OhioMeansJobs (file)

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Wright State Applied Research Corporation 4035 Colonel Glenn Highway, Beavercreek, Ohio 45431**, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational trainings such as computer software and hardware technologies, networking technologies, business and office technologies, diversified medical occupations, electrical and electronic technologies, building and machine trades, fire and police technologies, heating and air conditioning, industrial maintenance technologies and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2020. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will

not be paid until the trainee has completed classroom training necessary to prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.

9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to require immediate dismissal as per Contractor written policies in the course catalog.
10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

General Provisions:

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.
2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

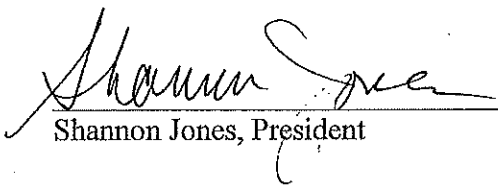
Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. The Contractor will defend, indemnify, protect and save OMJWC 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 Contractor, its agents, employees, licensees, contractors or sub-contractors; (b) the failure of the Contractor, its agents, employees, licensees, contractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Contractor, its agents, employees, licensees, contractors, or sub-contractors that result in injury to persons or damage to property.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect

Signature Page

In witness whereof, the parties have executed this instrument on the date(s) indicated below:

Warren County Board of Commissioners



Shannon Jones, President

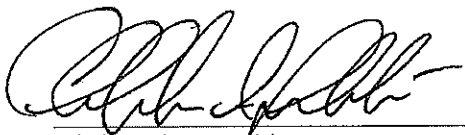
6/11/19
Date

Contractor

Christopher LOCKHART, Contracts Manager

Authorized Contractor Signature

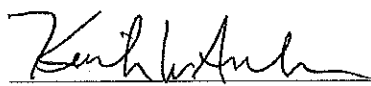
Date



Christopher Lockhart
Contracts Manager

JUNE 4, 2019
Date

Approved as to form:



Keith Anderson, Asst. Prosecutor

June 4, 2019
Date



Purchase Order

Fiscal Year 2019

Page: 1 of 1

B I L L T O

WARREN COUNTY OHIO MEANS JOBS
300 E. SILVER STREET
LEBANON, OH 45036

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

Purchase Order # **19000703**

V E N D O R

WRIGHT STATE UNIVERSITY APPLIED
4035 COLONEL GLENN HWY
BEAVERCREEK, OH 45431
Fax: 937-705-1095

S H I P T O

WARREN COUNTY OHIO MEANS JOBS
300 E. SILVER STREET
LEBANON, OH 45036

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference		
937-705-1000	937-705-1095	977			
Date Approved	Vendor Number	Date Required	Freight Method/Terms	Department/Location	
06/05/2019	2908			OHIO MEANS JOBS	
Item#	Description/Part No	QTY	UOM	Unit Price	Extended Price
1	OMJ - REQD TUITION/FEEES FOR WI The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading OMJ - REQD TUITION/FEEES FOR WIOA PARTICIPANTS GL Account: 22585800 - 5663 Cross Reference: 2585800663	1.0	EACH	\$5,000.00	\$5,000.00

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

By: Matt Nolan
Warren County Auditor

VENDOR COPY

PO Total	\$5,000.00
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*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0736

Adopted Date June 11, 2019

ACKNOWLEDGE PAYMENT OF BILLS

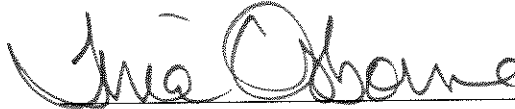
BE IT RESOLVED, to acknowledge payment of bills from 6/4/19 and 6/6/19 as attached hereto and made a part hereof.

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

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

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor _____

Resolution

Number 19-0737

Adopted Date June 11, 2019

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT RELEASE FOR M/I HOMES OF CINCINNATI, LLC FOR ROBERTS PARK, SECTION 2, BLOCK "C" IN DEERFIELD TOWNSHIP

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

RELEASE

Bond Number	:	16-023 (W/S)
Development	:	Roberts Park Subdivision, Section 2, Block "C"
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$15,444.68
Surety Company	:	Argonaut Insurance Company (SUR0035906)

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

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

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd., Suite 100, Cincinnati OH 45249
Argonaut Insurance Company, P.O. Box 469011, San Antonio, TX 782467
Water/Sewer (file)
Bond Agreement file

Resolution

Number 19-0738

Adopted Date June 11, 2019

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT RELEASE FOR M/I HOMES OF CINCINNATI, LLC FOR ROBERTS PARK, SECTION 2, BLOCK "D" SITUATED IN DEERFIELD TOWNSHIP

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

RELEASE


Bond Number	:	17-014 (W/S)
Development	:	Roberts Park, Section 2, Block "D"
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$13,702.48
Surety Company	:	Berkley Insurance Company (0210072)

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

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

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd., Suite 100, Cincinnati OH 45249
Berkley Insurance Company, 475 Steamboat Road, Greenwich, CT 06830
Water/Sewer (file)
Bond Agreement file

Resolution

Number 19-0739

Adopted Date June 11, 2019

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE FOR M/I HOMES OF CINCINNATI, LLC FOR ROBERTS PARK SUBDIVISION, SECTION 2 BLOCK "B" SITUATED IN DEERFIELD TOWNSHIP

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

RELEASE

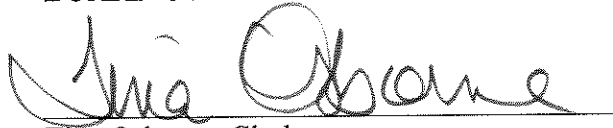
Bond Number	:	16-003 (W/S)
Development	:	Roberts Park Subdivision, Section 2 Block "B"
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$49,677.50
Surety Company	:	Argonaut Insurance Company

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

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

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: M/I Homes of Cincinnati, LLC
Argonaut Insurance Company, PO Box 469011, San Antonio TX 78246
Water/Sewer (file)
Bond Agreement file

Resolution

Number 19-0740

Adopted Date June 11, 2019

APPROVE RECORD PLATS

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

- S.R. 122 Medical Office Park - Franklin Twp.
- Fairways At River's Glen – Siegmann Revision Two– Hamilton Twp.
- Taulbee Estates Revision One – Salem Twp.
- Beacon Hill Phase Seventeen - Deerfield Twp.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 19-0741

Adopted Date June 11, 2019

APPROVE AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO HUMAN SERVICES FUND #2203

WHEREAS, the Department of Human Services has requested that the twelfth month of their mandated share for SFY 2019 be transferred into the Human Services Public Assistance Fund #2203; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #11011112 into Human Services Fund #2203:

\$16,596.42	from	#11011112-5742	(Commissioners Grants - Public Assistance)
	into	#2203-49000	(Human Services - Public Assistance)

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

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

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor _____
Operational Transfer file
Human Services (file)
OMB

Resolution

Number 19-0742

Adopted Date June 11, 2019

APPROVE SUPPLEMENTAL APPROPRIATION WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #4492 FOR THE ARMCO PARK FIBER PROJECT

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 99,000.00 into #44923822-5400 (Telephone Construction)

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor_____
Telecom (file)
Supplemental Appropriation (file)

Resolution

Number 19-0743

Adopted Date June 11, 2019

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO COUNTY COURT PROBATION FUND #11011283

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into County Court Probation Fund #11011283 in order to process a vacation and sick leave payouts for Dorothy Lykins former employee of County Court Probation:

\$3,251.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
into #11011283-5882 (County Court Probation - Vacation Leave Payout)


\$915.00 from #11011110-5881 (Commissioners - Sick Leave Payout)
into #11011283-5881 (County Court Probation - Sick Leave Payout)

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

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

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file) _____
Appropriation Adjustment file
OMB

Resolution

Number 19-0744

Adopted Date June 11, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN GENERAL FUND
COURT OF DOMESTIC RELATIONS #1101-1230

BE IT RESOLVED, to approve the following appropriation adjustment:

\$8,000.00 From 11011230 5910 (Other Expense)
 To 11011230 5317 (Non-Capital Purchases)

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

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

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: auditor____
 Domestic Relations (file)
 appropriation adjustment (file)

Resolution

Number 19-0745

Adopted Date June 11, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN GENERAL FUND
COURT OF COMMON PLEAS COURT SERVICES #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 2,800.00 from #1101-1223-5400 (Purchased Services)
 into #1101-1223-5840 (Unemployment Comp)

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

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

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adjustment file
Common Pleas Court (file)
OMB

Resolution

Number 19-0746

Adopted Date June 11, 2019

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

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 978.00 from #11012300-5830 (Workers' Comp)
 into #11012300-5317 (Cap Purchases under \$10,000)

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

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

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adjustment file
Building/Zoning (file)

Resolution

Number 19-0747

Adopted Date June 11, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND
#11011240 AND JUVENILE DETENTION FUND #11012600

BE IT RESOLVED, to approve the following appropriation adjustments within Juvenile Court
fund #11011240 and Juvenile Detention fund #11012600:

\$ 5,000.00 from 11012600 5400 (Purchased Services)
Into 11011240 5400 (Purchased Services)

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

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

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: auditor _____
Juvenile (file)
Appropriation adjustment (file)

Resolution

Number 19-0748

Adopted Date June 11, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment to process a vacation leave payout for former employee of Children Services, Rebecca Campana:

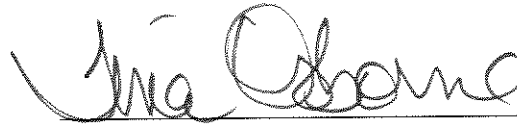
\$360.00	from	#22735100-5102	(Regular Salaries)
	into	#22735100-5882	(Accum. Vacation Payout)

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

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

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

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

Resolution

Number 19-0749

Adopted Date June 11, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN COMMUNITY BASED
CORRECTIONS PROB IMPROVEMENT & INCENTIVE #22891225

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 580.00 from #22892404-AAEXPENSE 22891225 5850 (Training Education)
 into #22892404-AAEXPENSE 22891225 5871 (Medicare)

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

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

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adjustment file
Common Pleas Court (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0750

Adopted Date June 11, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO PROPERTY AND CASUALTY
INSURANCE FUND #6637

BE IT RESOLVED, to approve the following supplemental appropriation:

\$15,000.00 into #66371113-5910 (Commissioners Insurance – Other Expense)

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
Supplemental Appropriation file
OMB (file)

Resolution

Number 19-0751

Adopted Date June 11, 2019

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY FOR THE PURPOSE OF THANKING THE GOVERNOR AND THE OHIO HOUSE OF REPRESENTATIVES FOR THEIR SUPPORT OF STATE INDIGENT DEFENSE REIMBURSEMENT AND CALLING ON THE OHIO SENATE TO CONTINUE THIS SUPPORT IN THE STATE BUDGET BILL.

WHEREAS, Ohio counties have experienced a collective \$351 million annual revenue loss due to reductions in the Local Government Fund, Medicaid Managed Care sales tax elimination, and tangible personal property tax; and

WHEREAS, Ohio counties are anticipating a \$50 million collective sales tax revenue loss by State Fiscal Year 2021 due to the implementation of the prescription eyewear sales tax exemption and the expiration of Ohio's grandfather clause to the federal Internet Tax Freedom Act of 1998; and

WHEREAS, county budgets have been strained for decades by the state passing down to counties its constitutionally-mandated requirement under the U.S. Supreme Court decision *Gideon v. Wainright (1963)* that the state provide legal counsel to indigent defendants; and

WHEREAS, the state reimbursement rate to counties for indigent defense costs has only averaged 35 percent from SFY 07 to SFY 16, leaving counties to collectively spend tens of millions in county general revenue funds to fulfill this state mandate; and

WHEREAS, Governor Mike DeWine provided counties an additional \$60 million each fiscal year of his introduced state budget to provide counties with much needed budgetary relief of this state mandate; and

WHEREAS, the Ohio House of Representatives provided an additional \$35 million in SFY 21 to the state budget bill to reimburse counties for indigent defense costs and alleviate counties of this growing state mandate;

NOW THEREFORE BE IT RESOLVED that this Board applauds and sincerely thanks Governor DeWine for listening to county budgetary concerns and addressing indigent defense costs with his historic and impactful investment included in his introduced budget; and

BE IT FURTHER RESOLVED that this Board deeply appreciates and sincerely thanks the Ohio House of Representatives for further increasing the indigent defense appropriation by \$35

RESOLUTION #19-0751

JUNE 11, 2019

PAGE 2

million in SFY21 which should fully reimburse counties for their indigent defense costs, assuming current conditions; and

BE IT FURTHER RESOLVED that this Board calls upon the Ohio Senate to maintain the House of Representatives' appropriation for indigent defense reimbursement in the state budget bill to ensure that this state mandate remains funded; and

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

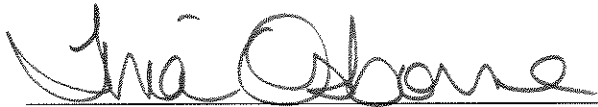
Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS

A handwritten signature in cursive script that reads "Tina Osborne". The signature is written in black ink and is positioned above a horizontal line.

Tina Osborne, Clerk

/tao

cc: CCAO (file)

Resolution

Number 19-0752

Adopted Date June 11, 2019

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF TUESDAY, JUNE 25, 2019 AND CONTINUE ADMINISTRATIVE HEARING TO CONSIDER THE STAGE 2 PUD OF SHAKER RUN PUD TO JULY 9, 2019, AT 9:30 A.M.

WHEREAS, this Board is unable to hold the June 25, 2019 meeting due to lack of a quorum and it is necessary to cancel said meeting; and

WHEREAS, it is necessary to continue the administrative hearing to consider the Stage 2 PUD of the Shaker Run PUD that was scheduled for June 25, 2019; and

NOW THEREFORE BE IT RESOLVED, to cancel the regularly scheduled Commissioners' meeting of Tuesday, June 25, 2019; and

BE IT FURTHER RESOLVED, to continue the administrative hearing to consider the Stage 2 PUD of shaker Run PUD to July 9, 2019, at 9:30 a.m.; said hearing to be held in the Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio.

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

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

Resolution adopted this 11th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor _____
Commissioners file
Press
RPC (file)
Public Hearing file