

# Resolution

Number 21-0115

Adopted Date February 02, 2021

ACCEPT RESIGNATION, DUE TO RETIREMENT, OF RODERICK ADLER, PLANS EXAMINER, WITHIN THE BUILDING AND ZONING DEPARTMENT, EFFECTIVE MAY 14, 2021

BE IT RESOLVED, to accept the resignation, due to retirement, of Roderick Adler, Plans Examiner, within the Building and Zoning Department effective May 14, 2021.

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building/Zoning (file)  
R. Adler's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-0116

Adopted Date February 02, 2021

AUTHORIZE THE POSTING FOR "PLANS EXAMINER" POSITION, WITHIN THE BUILDING AND ZONING DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists one opening for "Plans Examiner" position within the Building and Zoning Department; and

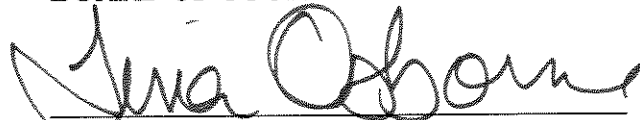
NOW THEREFORE BE IT RESOLVED, to authorize the internal posting of the position of "Plans Examiner" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning January 29, 2021.

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

HR

cc: Building and Zoning (file)  
OMB Sue Spencer

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

# Resolution

Number 21-0117

Adopted Date February 02, 2021

RECOGNIZE THE RESIGNATION OF JASON ASHBROOK THE DEPUTY DIRECTOR WITHIN THE WORKFORCE INVESTMENT BOARD BUTLER, CLERMONT, WARREN COUNTIES

WHEREAS, effective July 1, 2015 Warren County became the Fiscal Agent/Administrator and appointing authority for the Workforce Investment Board Butler, Clermont, Warren Counties; and

WHEREAS, the Director, Stacy Sheffield, has accepted the resignation of Jason Ashbrook, Deputy Director; and


NOW THEREFORE BE IT RESOLVED, to recognize the resignation of Jason Ashbrook, Deputy Director, within the Workforce Investment Board Butler, Clermont, Warren Counties effective February 1, 2021.

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Workforce Investment Board (file)  
J. Ashbrook's Personnel file  
OMB – S. Spencer

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

# Resolution

Number 21-0118

Adopted Date February 02, 2021

HIRE KOLE GENTRY AS WATER TREATMENT PLANT TECHNICIAN, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Kole Gentry as a Water Treatment Plant Technician within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), non standard work week, Pay Range #13, \$15.41 per hour, effective February 16, 2021 subject to a negative background check, drug screen, and a 365-day probationary period; and

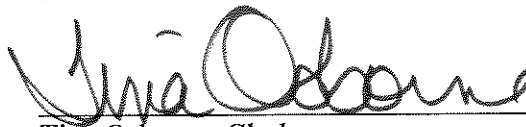
BE IT FURTHER RESOLVED, Mr. Gentry is required to obtain a Class I Water Supply Works Operator's License within eighteen (18) months of his start date to maintain employment.

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: K. Gentry's Personnel file  
Water/Sewer (file)  
OMB – Sue Spencer  
Theresa Reier



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

# Resolution

Number 21-0119

Adopted Date February 02, 2021

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

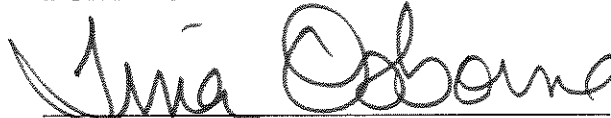
BE IT RESOLVED, to hire Elizabeth Kaufman as Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #6, \$16.30 per hour, under the Warren County Job and Family Services compensation plan, effective February 16, 2021, subject a negative drug screen and a 365 day probationary period.

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)  
E. Kaufman's Personnel file  
OMB – Sue Spencer

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

# Resolution

Number 21-0120

Adopted Date February 02, 2021

HIRE BAILEY COBB AS ALTERNATIVE RESPONSE CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Bailey Cobb as Alternative Response Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #6, \$16.30 per hour, under the Warren County Job and Family Services compensation plan, effective February 16 ,2021, subject a negative drug screen and a 365 day probationary period.

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

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

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

# Resolution

Number 21-0121

Adopted Date February 02, 2021

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

WHEREAS, Miranda Griffith, Clerical Specialist II within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period, effective January 27, 2021; and

NOW THEREFORE BE IT RESOLVED, to approve Miranda Griffith's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$13.98 per hour effective pay period beginning January 30, 2021.

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)  
M. Griffith's Personnel File  
OMB – Sue Spencer

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

# Resolution

Number 21-0122

Adopted Date February 02, 2021

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

WHEREAS, Kyleigh Powell, Protective Services Caseworker II within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period, effective January 6, 2021; and

NOW THEREFORE BE IT RESOLVED, to approve Kyleigh Powell's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$19.42 per hour effective pay period beginning January 16, 2021.

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

# Resolution

Number 21-0123

Adopted Date February 02, 2021

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

WHEREAS, Jammie Irwin, Protective Services Caseworker II within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period, effective January 27, 2021; and

NOW THEREFORE BE IT RESOLVED, to approve Jammie Irwin's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$19.42 per hour effective pay period beginning January 30, 2021.

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

# Resolution

Number 21-0124

Adopted Date February 02, 2021

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

WHEREAS, Kimberly Jent, Emergency Communications Supervisor within the Warren County Department of Emergency Services, has successfully completed 365-day probationary period, effective January 27, 2021; and

NOW THEREFORE BE IT RESOLVED, to approve Kimberly Jent's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$29.31 per hour under the Warren County Department of Emergency Services Compensation Schedule, effective pay period beginning January 27, 2021.

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

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

# Resolution

Number 21-0125

Adopted Date February 02, 2021

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

WHEREAS, Jeanne Johnson, Emergency Communications Operator within the Warren County Department of Emergency Services, has successfully completed 365-day probationary period, effective January 27, 2021; and

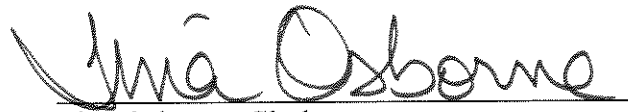
NOW THEREFORE BE IT RESOLVED, to approve Jeanne Johnson's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$24.81 per hour under the Warren County Department of Emergency Services Compensation Schedule, effective pay period beginning January 27, 2021.

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 21-0126

Adopted Date February 02, 2021

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

WHEREAS, Tammy Wolf, Emergency Communications Operator within the Warren County Department of Emergency Services, has successfully completed 365-day probationary period, effective January 27, 2021; and

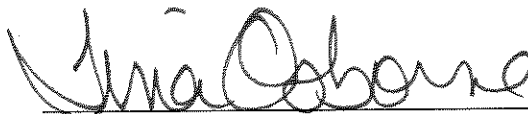
NOW THEREFORE BE IT RESOLVED, to approve Tammy Wolf's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$19.60 per hour under the Warren County Department of Emergency Services Compensation Schedule, effective pay period beginning January 27, 2021.

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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



# Resolution

Number 21-0127

Adopted Date February 02, 2021

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

WHEREAS, Kimberly Adams, Emergency Communications Operator within the Warren County Department of Emergency Services, has successfully completed 365-day probationary period, effective January 27, 2021; and

NOW THEREFORE BE IT RESOLVED, to approve Kimberly Adams' completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$19.60 per hour under the Warren County Department of Emergency Services Compensation Schedule, effective pay period beginning January 27, 2021.

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Emergency Services (file)  
K. Adams' Personnel File  
OMB – Sue Spencer

# Resolution

Number 21-0128

Adopted Date February 02, 2021

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR JENNIFER LYONS WITHIN THE WARREN COUNTY BUILDING AND ZONING DEPARTMENT

WHEREAS, Jennifer Lyons, Cashier Receptionist within the Warren County Building and Zoning Department has successfully completed a 365-day probationary period, effective January 27, 2021; and

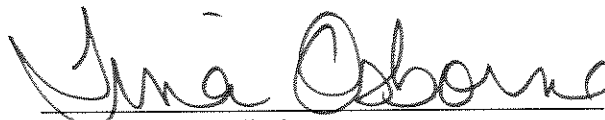
NOW THEREFORE BE IT RESOLVED, to approve Jennifer Lyons' completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$15.45 per hour effective pay period beginning January 30, 2021.

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building & Zoning (file)  
J. Lyons' Personnel File  
OMB – Sue Spencer

# Resolution

Number 21-0129

Adopted Date February 02, 2021

AMEND RESOLUTION #20-1859 APPROVING THE RECLASSIFICATION OF JACQUELINE HANKINS FROM ADMINISTRATIVE SUPPORT TO CASHIER RECEPTIONIST WITH THE WARREN COUNTY BUILDING AND ZONING DEPARTMENT

WHEREAS, the wage did not reflect the two percent increase approved for Commissioner Employees when processing the reclassification, the correct wage for Ms. Hankins is \$15.45 per hour; and

NOW THEREFORE BE IT RESOLVED, to amend resolution #20-18589 approving the reclassification of Jacqueline Hankins from Administrative Support to Cashier Receptionist with the Warren County Building and Zoning Department with the correct wage of \$15.45 per hour.

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building and Zoning (file)  
J. Hankins' Personnel File  
OMB – Sue Spencer

# Resolution

Number 21-0130

Adopted Date February 02, 2021

AMEND RESOLUTION #20-1855 APPROVING SALARY ADJUSTMENTS RELATIVE TO COMMISSIONERS' EMPLOYEES

WHEREAS, the wage for Gary Estes, Deputy Director of Telecom, only reflected a two percent increase and the wage requested and approved for Mr. Estes is actually \$3,569.23 bi-weekly; and

NOW THEREFORE BE IT RESOLVED, to amend resolution #20-1855 approving salary adjustments relative to Commissioners' employees reflecting the correct wage of \$3,569.23 for Gary Estes, Deputy Director of Telecom.

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Telecom (file)  
OMB  
T. Zindel  
Gary Estes' Personnel File

# Resolution

Number 21-0131

Adopted Date February 02, 2021

AMEND RESOLUTION #20-1858 APPROVING MULTIPLE RECLASSIFICATIONS FOR WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the wages did not reflect the two percent increase approved for Commissioner Employees when processing the reclassifications; and

WHEREAS, the correct wages reflecting the two percent increase are as follows:

Cara Harrison to Compliance Caseworker I, at \$17.13 per hour  
Ashleigh Blair to Protective Response Caseworker II, at \$19.42 per hour  
Randi Phillips to Alternative Response Caseworker II, at \$19.42 per hour  
Olivia Elter to Investigative Caseworker III, at \$22.68 per hour  
Tonia Farley Protective Services Caseworker III, at \$22.68 per hour  
Amanda Rauh to Protective Caseworker III at \$22.68 per hour  
Brittany Smith to Alternative Response Caseworker III at \$22.68 per hour  
Tiffany Tuttle to Protective Services Caseworker III at \$22.68 per hour


NOW THEREFORE BE IT RESOLVED, to amend resolution #20-1858 approving the reclassification of multiple employees within Warren County Job and Family Services, Children Services division to reflect the correct wages.

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Children Services (file)  
C. Harrison's Personnel file  
A. Blair's Personnel file  
R. Phillip's Personnel file  
O. Elter's Personnel file  
T. Farley's Personnel file  
A. Rauh's Personnel file  
B. Smith's Personnel file  
T. Tuttle's Personnel file  
OMB – Sue Spencer

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

# Resolution

Number 21-0132

Adopted Date February 02, 2021

APPROVE APPOINTMENT AND REAPPOINTMENT OF VARIOUS MEMBERS TO THE  
WARREN COUNTY EMERGENCY COMMUNICATIONS BOARD

BE IT RESOLVED, to appoint and reappoint the following members to the Warren County  
Emergency Communications Board:

Appointment

Chief Chris Eisele, Deerfield Twp. Fire (Alternate)                      term to expire 12/31/23  
(replacing Jonathan Westendorf)

Reappointment


Chief Doug Wehmeyer, Franklin City Fire Chief                      term to expire 12/31/20

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

ll/

cc: Appointments File  
Emergency Services (file)  
Telecommunications – A. Lyons (file)  
Appointees  
L. Lander

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

# Resolution

Number 21-0133

Adopted Date February 02, 2021

ENTER INTO LEASE AGREEMENT WITH THE WARREN COUNTY CAREER CENTER


BE IT RESOLVED, to enter into a lease agreement with the Warren County Career Center for adult education in the Old Courthouse; 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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Career Center  
Commissioners' file  
S. Spencer

## LEASE AGREEMENT

THIS AGREEMENT made and entered into on this 21<sup>st</sup> day of December, 2020, by and between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio 45036, hereinafter referred to as "Lessor" and the Warren County Career Center, 3525 N. State Route 48, Lebanon, Ohio 45036, hereinafter referred to as "Lessee."

### WITNESSETH

WHEREAS, Lessor holds title to the Old Warren County Courthouse located at 300 East Silver Street in Lebanon, Ohio; and

WHEREAS, Ohio Revised Code, Sections 307.09(A) and 307.09(B) permits a board of county commissioners to lease portions of buildings in general and to grant leases, rights, and easements to the United States government, to the State or any department or agency thereof, or to municipal corporations or other government subdivisions of the State for public purposes or to corporations not for profit; and

WHEREAS, Lessee, a institution of secondary education desires to conduct classroom teaching /training of high school and adult education students in the newly renovated Old Courthouse building; and

WHEREAS, Lessor has determined that there is a legitimate public purpose that will be served by the Lessee and, as a result, desires to both lease certain space and enjoy the use of certain shared space in the Old Courthouse to Lessee;

NOW THEREFORE, for and in consideration of the promises, covenants and agreements herein contained, the parties mutually agree as follows:

#### I. Leased Premises

Lessor, in consideration of the promises of the Lessee, hereinafter set forth, does hereby lease unto Lessee the premises described upon Exhibit A attached hereto (hereinafter the "Premises").

#### II. Term

The term of this lease shall be for the period of time commencing on January 1, 2021 and ending on the 31st day of December 2021.

#### III. Rent

In lieu of paying monetary rent for the occupancy of 1,902 square feet of office and classroom space, exclusive of shared space in the form of both conference room and large meeting space, Lessee agree to cooperate and participate in various programs and partnering activities of the Warren County Ohio Means Jobs. Further, Lessee affords Lessor the opportunity to take advantage



of certain Lessee sponsored activities conducted on the Premises as well as providing agreed upon instruction opportunities for Lessor designated employees at negotiated costs.

#### IV. Covenants of the Lessee

The Lessee agrees as follows:

1. That Lessee will occupy the Premises in a safe and proper manner;
2. That Lessee will not permit any waste, trash, or debris to accumulate on the Premises; will not permit the use of tobacco products by either faculty or students on the Premises; and will not permit the eating of food or the drinking of beverages in classroom/training areas;
3. That Lessee will not use the premises for any unlawful purpose;
4. That Lessee will obey all laws, regulations and orders of all governmental authorities or agencies respecting the Premises;
5. That Lessee will not assign this lease, nor sublet the Premises without the written consent of the Lessor;
6. That Lessee will use the Premises for classroom teaching/training of Warren County Career Center students and supporting administrative and academic activities;
7. That Lessee will surrender and deliver up the Premises, at the end of the term, in as good order and condition as the Premises now are, or as may be put by the Lessor and or Lessee acting either jointly or separately, reasonable use and natural wear and tear and damage by fire, or unavoidable casualty, excepted;
8. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee shall not prejudice or effect the rights or remedies of the Lessor in the event of any subsequent default of the Lessee;
9. Provide public liability and property damage insurance of limits of not less than one million dollars per person and one million dollars (\$1,000,000) per accident or occurrence and not less than one million (\$1,000,000) for any one occurrence and one million dollars in the aggregate for property damage. The insurance shall have a deductible that shall not exceed five thousand dollars (\$5,000) per occurrence. Said insurance shall contain an endorsement that recognizes that any other insurance of Lessor is not primary, but is excess only. Lessor officers and employees shall be named as additional insured. Said insurance shall contain a "breach of warranty" clause in favor of Lessor pursuant to which claims made against Lessor which are covered by said insurance shall not be denied due to the Lessee's breach of a policy warranty effecting coverage. Said insurance shall provide further that Lessor will be notified if coverage is canceled or reduced. The Lessee shall provide Lessor with certification of insurance or other proof evidencing that the Lessee has complied with this provision. The aforesaid insurance of the Lessee shall apply in any case in which

the Lessee has a duty of indemnification, defense and hold harmless as set forth in Paragraph IV, 10 below;

10. Defend, indemnify, and hold Lessor harmless from any and all claims, suits, actions, proceedings, causes of action, injuries, damages, costs, expenses, fees, attorneys fees and liabilities as may be occasioned by the operation of the classroom teaching/training and associated office activities by the Lessee, occupation and use of the leased Premises, or due to the performance or non-performance of the duties, services and obligations of the Lessee pursuant to this Lease.

#### V. Covenants of the Lessor

The Lessor agrees as follows:

1. That the Lessee shall peaceably and quietly enjoy the premises, during the term, without hindrance by the Lessor or any persons lawfully claiming under the Lessor.

#### VI. Condition and Improvements to the Premises

Lessee shall make no repairs, remodel, construct any additional improvements, or make any alterations to the building or upon the land without the written consent of the Lessor. Any repairs, remodeling, improvements, or alterations made shall become the property of the Lessor at the termination of the lease.

#### VII. Option to Renew

Lessee shall have the right to renew this lease for additional one (1) year terms. Lessee must exercise this option to renew by giving written notice to Lessor at least thirty (30) days prior to the expiration of the original or any renewal term as set forth herein.

#### VIII. Termination

If the Lessee breaches any of its agreements or covenants, or vacates the premises during the term, becomes insolvent or bankrupt, this lease shall terminate immediately without prejudice. Lessee may terminate this lease at any time by giving written notice to the Lessor. Lessor may terminate this lease, or any renewed term of this lease, at any time by giving Lessee thirty (30) days written notice. Should a court of jurisdiction determine that this lease is constitutionally infirm or otherwise contrary to law, this lease shall terminate immediately.

#### IX. Notices

Any notice required or permitted pursuant to this lease agreement shall be sent by certified mail to the other party at address set forth below and shall be deemed given upon the date of mailing.

Notices to Warren County:

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

Notices to Warren County Career Center

Superintendent  
Warren County Career Center  
3535 N. State Route 48  
Lebanon, Ohio 45036

X. Binding Effect

This lease agreement shall be binding upon the successors and assigns of the parties hereto. This lease represents the entire agreement of the parties and any and all prior agreements or oral representations regarding the subject matter of this lease agreement are of no force or effect.

IN WITNESS WHEREOF, Superintendent Warren County Career Center and President Warren County Board of Commissioners have hereunto set their hands the date aforementioned above.

Witness:

*[Signature]*  
Treasurer

Warren County Career Center

*[Signature]*  
Superintendent

Witness:

*[Signature]*  
*[Signature]*  
Laura Lander

Warren County Board of Commissioners

*[Signature]*  
President

Approved as to form:

*[Signature]*  
Assistant Prosecutor

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

# Resolution

Number 21-0134

Adopted Date February 02, 2021

ENTER INTO CLASSROOM TRAINING AGREEMENT ON BEHALF OF  
OHIO MEANS JOBS WARREN COUNTY

BE IT RESOLVED, to enter into Classroom Training Agreement with the following educational institutions, as attached hereto and made part hereof:

Kable Academy  
2900 Reading Road  
Cincinnati Ohio 45206

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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 **Kable Academy, 2900 Reading Road, Cincinnati, Ohio 45206**, hereinafter referred to as "Contractor".

### **Purpose:**

This Agreement is entered into in order that the contractor may provide occupational skills training such as welding technologies and similar programs.

### **Terms of the Agreement:**

This Agreement shall be effective upon execution by the Commissioners through June 30, 2021. 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**

\_\_\_\_\_  
David G. Young, President



\_\_\_\_\_  
2/2/2021  
Date

**Contractor**

\_\_\_\_\_  
Authorized Contractor Signature



\_\_\_\_\_  
12/23/2020  
Date

\_\_\_\_\_  
S. Josh Guttman  
Typed Name of Authorized Contractor

\_\_\_\_\_  
12/23/2020  
Date

**Approved as to form:**

\_\_\_\_\_  
Keith Anderson, Asst. Prosecutor



\_\_\_\_\_  
1-14-21  
Date

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Hamilton

I, Josh Guttman, holding the title and position of Partner at the firm Noble Academy, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

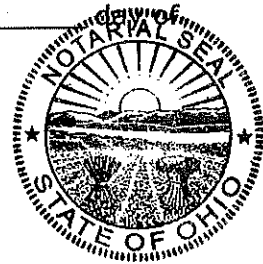
[Signature]  
AFFIANT

Subscribed and sworn to before me this 23rd December 2020

Carlee M. Korb  
(Notary Public),

Hamilton County.

My commission expires June 24 2020



CARLEE M. KORB  
Notary Public, State of Ohio  
My Commission Expires 06-24-2023

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

# Resolution

Number 21-0135

Adopted Date February 02, 2021

ENTER INTO AN ON-THE-JOB-TRAINING AGREEMENT ON BEHALF OF  
OHIO MEANS JOBS WARREN COUNTY

BE IT RESOLVED, to enter into an On-the-Job-Training Agreement with the following  
company, as attached hereto and made part hereof:

Mitsubishi Electric Automotive America  
4773 Bethany Road,  
Mason, OH 45040

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—OhioMeansJobs  
OhioMeansJobs (file)



Butler County  
Clermont County  
Warren County  
A proud partner of the  
American Job Center network

# OJT Employer Agreement Form

Where Talent Meets Opportunity

OJT Agreement No.: 0000-00000

This On-the-Job Training (OJT) Agreement is between **Mitsubishi Electric Automotive America** (EMPLOYER) and **OhioMeansJobs | Warren County (OMJ|BCW) Area 12**. Funding is made available for the sole purpose of providing On-the-Job Training (OJT) funds to EMPLOYER who is hiring one or more workers certified by the OMJ | BCW WIOA AREA 12. The workers may either be hired independently by the EMPLOYER as long as they were certified eligible prior to being hired, or they may be referred to the EMPLOYER by OMJ to enter the employer's hiring process. It is hereby mutually understood and agreed that the administration and professional implementation of all Workforce Innovation and Opportunity Act Programs is the responsibility of OMJ | BCW WIOA AREA 12. As such, the implementation personnel of the EMPLOYER shall perform the required services of this Agreement at the direction and instruction of the U.S. Department of Labor, State of Ohio and the W.I.O.A. Program Administrator of OMJ | BCW WIOA AREA 12. Payments are subject to receipt of funds from the State of Ohio.

This agreement is effective on \_\_\_\_\_ and shall remain in effect through June 30<sup>th</sup>, 2022 or earlier when all Training Plans initiated through are completed.

The EMPLOYER will be paid a percentage (up to 50%) of each Trainee's regular wages as specified in the individual's training plan during the Training Period, up to \$8000. The Local Workforce Agency must approve all Trainees and Training Plans prior to the beginning of the Training Period. Payments may be requested on the day Training is completed (25%) and when the Retention Period is completed (25%). If the employee quits or leaves employment for reasons completely beyond the control of the employer, the employer may be eligible for the individual's qualifying wages. Payments must be requested within 30 calendar days after the end of the Training or Retention Period, using the OJT Invoice Form specified by the Local Workforce Area. Late invoice submission may void payment rights.

OJT Requirements that follow are included by reference. The OJT Employer Checklist and any Training Plans are also included in this agreement by reference. This agreement may be modified, in writing, at any time upon written agreement of both parties.

Material deviations from this agreement, Training Plans or OJT Requirements may void the right to reimbursement or require repayment by the EMPLOYER of funds previously received from OMJ | BCWWIOA AREA 12.

The EMPLOYER and OMJ | BCWWIOA AREA 12 agree to all the terms in this OJT agreement by signing below.

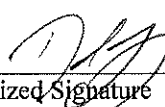
**FOR THE EMPLOYER:**

Company Name:  
Mitsubishi Electric Automotive America  
Address: 4773 Bethany Road Mason, Ohio 45040

**FOR OMJ | BCW WIOA AREA 12 :**

Name: Warren County Board of Commissioners on behalf of OhioMeansJobs | Warren County  
Address: 300 East Silver St. Lebanon, OH 45036  
Main Phone No. 513-695-1130  
Fax: 513-695-2985

  
Authorized Signature \_\_\_\_\_  
Date 1/26/2021

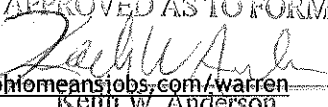
  
Authorized Signature \_\_\_\_\_  
Date 2/2/2021

John Henry / Training & Development  
Printed Name and Title \_\_\_\_\_  
Supervisor

David G. Young, President  
Printed Name and Title \_\_\_\_\_

John Henry JHENRY@MEAA.MEA.COM  
Contact Person and E-mail Address \_\_\_\_\_

\_\_\_\_\_  
Contact Person and E-mail Address

APPROVED AS TO FORM  
  
Keith W. Anderson  
Asst. Prosecuting Attorney



**OJT Requirements**

**KEY PAYMENT DEFINITIONS**

**Training Completion:** Training is complete when the Training Period is over and/or the Trainee meets the Employer's standard for each "skill to be learned" as shown in the Training Plan. OMJ | BCWWIOA AREA 12 staff will help with training design.

**Trainee Regular Wages:** These are the amounts earned by the Trainee for work performed during the training period. Wages include regular "straight time" for actual hours worked with no overtime premium, holiday pay or fringe benefits included. The maximum OJT is \$8,000 per trainee or up to 50% of the trainee's regular wages during the training period.

Contact your OMJ | BCWWIOA AREA 12 representative within 30 days if a Trainee quits or is fired.

**APPLICABLE LAWS AND RULES**

1. The EMPLOYER shall comply with all applicable Federal, State, and local laws, rules and regulations, including but not limited to the Fair Labor Standards Act, as amended, which deal with or are related to employment of persons who perform work or are trained under this Agreement.
2. Training positions covered by this OJT agreement have not been created by relocating the business and displacing former employees within the last four (4) months.
3. The Employer has not been debarred, suspended, declared ineligible or voluntarily excluded from Federal contracting.
4. No Trainee shall be illegally discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship, or solely because they are participating in W.I.O.A. under this Agreement.
5. This OJT will not result in the displacement of employed workers nor impair existing contracts for services nor result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.
6. If the Employer has not established a grievance procedure regarding the terms and conditions of employment, the grievance procedure of OMJ | BCWWIOA AREA 12 will be utilized. The Employer shall inform Trainees of the grievance procedure to be followed.
7. OMJ | BCWWIOA AREA 12 in writing prior to the sale, closure or transfer of its business. Failure to notify shall void the right to payment under this OJT agreement.
8. The EMPLOYER assures that no former employee is in layoff in the same or similar position as the position for which this OJT Agreement is being written and approved.
9. No currently employed worker shall be displaced by any trainee. This includes partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
10. No funds may be used to assist in relocating the EMPLOYER'S company or parts thereof from one area to another, especially if said location results in a loss of employment at the original location.
11. EMPLOYER assures compliance with all applicable business licensing, taxation and insurance requirements.
12. EMPLOYER assures that trainees are being trained for jobs that are necessary for current and future operation and the trainees are expected to continue permanent employment upon successful completion of this OJT Agreement.
13. EMPLOYER agrees to adhere to the rules and regulations of the Workforce Innovation and Opportunity Act and as amended.
14. EMPLOYER agrees to hold harmless OMJ | BCWWIOA AREA 12 for ineligible costs and insures that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by ineligible costs as determined by a fiscal audit. Moreover, the EMPLOYER agrees to indemnify and hold harmless OMJ | BCWWIOA AREA 12 and insure that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by virtue of any act or failure to act by which the EMPLOYER shall be responsible.
15. Funds may not be redistributed hereunder without approval of OMJ | BCWWIOA AREA 12 and amendment to the Agreement.



16. Employer shall not use any part of the funds received pursuant to this agreement to employ persons to whom employer is related by consanguinity or marriage.
17. The EMPLOYER shall agree to attempt to resolve disputes arising from this Agreement through Workforce Innovation and Opportunity Area administrative process and negotiations in lieu of litigation. The EMPLOYER ensures performance during disputes.
18. Both parties to this Agreement ensure that no funds under this Agreement shall be used for lobbying activities. The EMPLOYER certifies compliance with the executive agency lobbying restrictions contained in Ohio Revised Code 121.60 to 121.69 and 31 USC 1352.
19. Both parties to this Agreement ensure that their officers, employees and agents will not solicit or accept gratuities, favors or anything of monetary value as a result of the Agreement. Neither will any trainee be charged a fee for the referral or placement of said trainee under this Agreement.
20. The EMPLOYER shall ensure that no activities, work or training under this Agreement are in conflict with the terms and conditions of a collective bargaining agreement or contract for services, The EMPLOYER further ensures that nothing under this Agreement shall impair any aspect of an existing collective bargaining agreement, except that no person funded by W.I.O.A. which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the EMPLOYER and the affected labor organization.
21. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

#### TRAINEES

1. Only those persons determined eligible by OMJ | BCWWIOA AREA 12 will be trained under this OJT agreement.
2. Trainees must be authorized to work in the United States and all trainees who are required to register with the Selective Service System have done so in compliance with the Military Selective Service Act.
3. No OJT Trainee may assist, promote or deter union organizing or engage in political activities during work hours.
4. OJT Trainees shall not be employed in the construction, operation or maintenance of any facility which is used for religious instruction or worship.
5. No OJT Trainee will be required or permitted to work or train in buildings or surroundings under working conditions which are unsanitary, hazardous or dangerous to the Trainee's health or safety.
6. No OJT Trainees may be members of the immediate family of the EMPLOYER or its Officers.

#### TRAINEE WAGES AND BENEFITS

1. Hourly wages paid to a Trainee shall not be less than the hourly wage specified in the Training Plan.
2. Appropriate worker's compensation insurance protection will be provided to all Trainees by the EMPLOYER
3. Each Trainee shall be provided pay, benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. Compensation must be no less than the highest of Federal, or State minimum wage. The maximum OJT reimbursement per trainee is \$8,000 or up to 50% of the trainee's regular wages during the training period.
4. All trainees hired through this OJT Agreement are considered employees of the EMPLOYER as of the date of hire and are entitled to all rights and benefits normally provided to employees of the EMPLOYER.
5. The EMPLOYER shall assure that appropriate standards for health and safety in work and training situations are maintained.
6. The EMPLOYER accepts full responsibility for prompt payment of all applicable unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other employer taxes and payroll deductions required for all employees.



RECORDS

1. The EMPLOYER shall retain all records pertaining to this program for a period of six (6) years. These records include but are not limited to financial, statistical, property, and participant records and supporting documentation. Additionally, records for nonexpendable property shall be retained for whichever period is longer, six (6) or three (3) years after final disposition of the property. The aforementioned records will be retained beyond the six (6) year period if any litigation is begun, and audit has not been completed or if a claim is instituted involving the contractual agreement covered by these records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The six (6) year retention period for individual participant records will begin upon the date the participant is terminated from W.I.O.A.
2. The Employer agrees that authorized representatives of OMJ | BCWWIOA AREA 12 shall be given reasonable access to facilities and records.
3. At any time during normal business hours and as often as OMJ | BCWWIOA AREA 12, State of Ohio, U.S. Department of Labor (DOL) and/or Comptroller General of the United States may deem necessary, there shall be made available to OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller General for examination of all its records with respect to all matters covered by this Agreement and will permit OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller to audit, examine and make excerpts of invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement.
4. The Employer will report OJT hires and terminations to OMJ | BCWWIOA AREA 12.

AGREEMENT TERMINATION

1. The performance of work under this Agreement may be terminated by OMJ | BCWWIOA AREA 12 or the Employer for good cause or convenience.
2. Agreement termination shall be defined as the cancellations of Federal or State assistance, in whole or in part, under a contract or agreement at any time prior to the date of completion.
3. Termination shall be by one of the following methods:
  - A.) Termination for cause:  
OMJ | BCWWIOA AREA 12 may terminate any contract or agreement in whole, or in part, and any payment pertaining thereto, at any time before the date of completion whenever it is determined that the EMPLOYER has failed to comply with the conditions of this Agreement. OMJ | BCWWIOA AREA 12 shall promptly notify the EMPLOYER in writing of the determinations and the reasons for their termination, together with the effective date.
  - B.) Termination for convenience:  
OMJ | BCWWIOA AREA 12 or EMPLOYER may terminate the Agreement in whole, or in part, without cause upon thirty (30) days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the persons signing this Agreement. The EMPLOYER shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. OMJ | BCWWIOA AREA 12 shall allow full credit to EMPLOYER for the Federal share of the noncancellable obligations, properly incurred EMPLOYER prior to termination.
4. In the event of termination of this Agreement, the EMPLOYER shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the Agreement. Notwithstanding the above, the EMPLOYER shall not be relieved of liability to OMJ | BCWWIOA AREA 12 for damages sustained by OMJ | BCWWIOA AREA 12 as a result of the breach of the Agreement, including without limitation EMPLOYER'S duty to reimburse all sums improperly paid hereunder by OMJ | BCWWIOA AREA 12 to the EMPLOYER.
5. In the event of any modification, termination or other amendment to the Workforce Innovation and Opportunity Act, either by the act of Congress or administratively by the President of the United States, OMJ | BCWWIOA AREA 12 reserves the right to terminate or otherwise modify the Agreement at its option, notwithstanding any other provision of the Agreement.

MODIFICATION

1. The EMPLOYER and OMJ | BCWWIOA AREA 12 may, from time to time, require changes to the scope of services to be provided hereunder that are of substantive nature. Such changes, including any increase or decrease in the amount of the Employer's compensation, that are mutually agreed upon between OMJ | BCWWIOA AREA 12 and the EMPLOYER, shall be incorporated by written amendment to this Agreement.



AFFIDAVIT OF NON COLLUSION

STATE OF OHIO  
COUNTY OF WARREN

I, JOHN HENRY, holding the title and position of T&D SUPERVISOR at the firm \_\_\_\_\_, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

Mitsubishi  
Electric  
Automotive  
America,  
Inc.

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

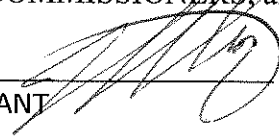
The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

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

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

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

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

\_\_\_\_\_  
AFFIANT 

Subscribed and sworn to before me this 27 day of January 20 21

Donna Cope  
(Notary Public),

Butler County.

My commission expires 6/2 20 24

**DONNA COPE**  
NOTARY PUBLIC, STATE OF OHIO  
BUTLER COUNTY  
My Commission Expires 06/02/2024

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

# Resolution

Number 21-0136

Adopted Date February 02, 2021

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO A MEMORANDUM OF UNDERSTANDING ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY FOR PROVISION OF PAYROLL SERVICES FOR THE TANF YOUTH EMPLOYMENT PROGRAM

BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Memorandum of Understanding with the following party for provision of payroll services for the TANF Youth Employment Program, as attached hereto and made part hereof:

Southwest Ohio Council of Governments (SOCG)  
1879 Deerfield Road  
Lebanon, Ohio 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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Southwest Ohio Council of Governments  
OhioMeansJobs (file)

## MEMORANDUM OF UNDERSTANDING

**PARTIES:** The parties to this Memorandum of Understanding (“MOU”) are:

**Southwest Ohio Council of Governments (SOCG)**

1879 Deerfield Road  
Lebanon, Ohio 45036  
Contact Person: Tom Isaacs

**Warren County Board of Commissioners (member of the Council of Governments)  
on behalf of OhioMeansJobs Warren County (OMJWC)**

406 Justice Drive  
Lebanon, Ohio 45036  
Contact Person: Matt Fetty

The aforementioned parties, as members of a Council of Governments, agree to the following:

Southwest Ohio Council of Governments agrees to:

1. Act as employer of record for the youth participants in OhioMeansJobs (OMJ) Warren County’s Comprehensive Case Management and Employment Program (CCMEP) Employment Program and, as such, to provide Workers Compensation coverage to the youth participant while they are in the in the CCMEP Youth Employment Program.

OhioMeansJobs Warren County agrees to:

1. In collaboration with OMJ staff, recruit eligible participants for the program, completing all required documentation and data entry;
2. Perform all eligibility functions for participants and potential participants for the CCME Youth Employment Program;
3. Verify eligibility of potential participants and refer them to OhioMeansJobs Warren County and OMJ staff;
4. In collaboration with OMJ staff, research and develop appropriate work experience sites, verifying work atmosphere and safety;
5. In collaboration with OMJ staff, collaborate with Worksite to develop a training plan appropriate to the needs of the participant;
6. In collaboration with OMJ staff frequently and regularly monitor the participant on the worksite to assure that training plan is being implemented and safety measures are being taken;
7. Provide supervision of the TANF funded participants;
8. Supervise the collection and verification of information on time sheets of each participant and delivery to SOCG in a timely manner, as agreed upon in advance by both parties;

9. Direct and supervise TANF funded participants in assuring adherence to worksite rules and guidelines as well as worksite behavior policy laid out in the CCMEP Youth Employment handbook and/or Warren County Personnel policy;
10. Should it be necessary, distribute paychecks to the worksites, as necessary
11. Should it be necessary, deliver written verification to SOCG of delivery to the participant of any paychecks that are not mailed or transferred by electronic means;
12. Recruit staff, for the operation of the CCMEP Youth Employment Program.
13. Reimburse the Southwest Council of Governments for CCMEP youth payroll, and processing fees for the administration of its services;
14. Assist Youth with completing necessary documentation as required by SOCG, such as; online application, Absence Management system, and Time and Attendance system.
15. Reconcile and approve timesheets in the Time and Attendance system on or before payroll due dates.

**DURATION:**

This Memorandum of Understanding (MOU) shall remain in effect until June 30, 2022 or is terminated by the written request of one or both parties to the agreement.

Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 30 calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to all parties at the addresses shown in this MOU, and to the contact persons so listed, considering any information updates received by the parties.

**REIMBURSEMENT:**

Warren County Board of Commissioners on behalf of Warren County Job and OhioMeansJobs Warren County agrees to pay SOCG 5.5% of the total amount of the youth payroll as compensation for the administration of the service. Payroll related cost percentage will be 10.65% (SS 6.2%, Medicare 1.45%, Workers Comp 1.0%, Payroll Technology 2%). SOCG will calculate the cost as following: Payroll x 10.65% Payroll Related x 5.5% Administration Fee. This amount is to be added to the amount of the participant payroll that is to be reimbursed. The funds shall be transferred to SOCG by the following process:

SOCG will calculate the compensation paid to the participants within the established pay period, along with the administrative charges and submit an invoice to OhioMeansJobs Warren County. Any discrepancies between OhioMeansJobs Warren County's records and those noted on the invoice will be immediately brought to the attention of SOCG Treasurer or designee and reconciled to the satisfaction of both parties. Any amounts that cannot be reconciled will be handled through the dispute resolution process. The invoice will be processed by OMJWC and reimbursement sent to SOCG within 14 days of the receipt of the invoice or reconciliation of the invoice, with the exception of the last pay period in December. Payment could be delayed due to end of calendar year accounts.

**MODIFICATION AND ASSIGNMENT:**

This MOU may be modified at any time by written agreement of the parties.

**CONFIDENTIALITY:**

The parties agree to honor the confidentiality of participant information. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirements of any of the parties collecting, receiving or sharing information.

**DISPUTES:**

The parties shall first attempt to resolve all disputes informally. Any party may call a meeting of all parties to discuss and resolve disputes.

Should informal resolution efforts fail, the dispute shall refer to the President of the Southwest Ohio Council of Governments and the Warren County Administrator or his/her designee. The Southwest Ohio Council of Governments shall attempt to mediate and resolve the dispute.


**SEVERABILITY:**

If any part of the MOU is found to be null and void, or is otherwise stricken, the rest of the MOU shall remain in force.

**AUTHORITY AND SIGNATURES:**

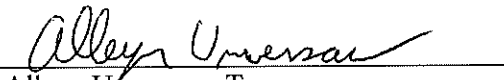
The individuals signing below have the authority to commit the party they represent to the terms of this MOU, and do so commit by signing.

**For the Southwest Ohio Council of Governments**

  
Thomas Isaacs, President


1/27/21  
Date

**For the Southwest Ohio Council of Governments**

  
Alleyn Universaw, Treasurer

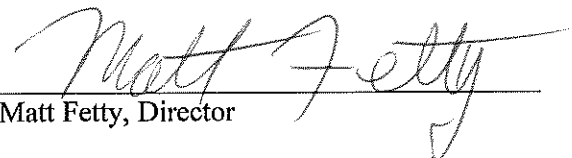
1/27/21  
Date

**For the Warren County Board of Commissioner**

  
David G. Young, President

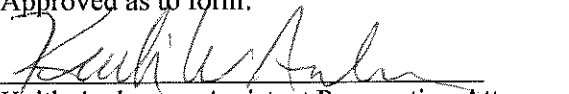
2/2/2021  
Date

**For OhioMeansJobs Warren County**

  
Matt Fetty, Director

1/29/21  
Date

Approved as to form:

  
Keith Anderson, Assistant Prosecuting Attorney

1-28-2021  
Date

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

# Resolution

Number 21-0137

Adopted Date February 02, 2021

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO EXECUTE AN AGREEMENT WITH SADLER-NECAMP FINANCIAL SERVICES, INC., D.B.A. PROWARE ON BEHALF OF THE WARREN COUNTY JUVENILE COURT


BE IT RESOLVED, to approve and authorize the President of this Board to execute an agreement with Sadler-Necamp Financial Services, Inc. d.b.a. Proware for the annual maintenance contract for the Juvenile Case Management System on behalf of the Warren County Juvenile Court. Copy of said agreement 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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Sadler-Necamp Financial Services, Inc., d.b.a. – Proware  
Juvenile (file)

**WARREN COUNTY PROBATE-JUVENILE COURT MANAGEMENT SYSTEM:  
EXTENDED WARRANTY & SOFTWARE MAINTENANCE AGREEMENT**

This Agreement is made by and between the Warren County Board of County Commissioners, on behalf of the Warren County, Ohio Court of Common Pleas, Probate & Juvenile Division (herein referred to as "WCO") and Sadler-NeCamp Financial Services, Inc., an Ohio Corporation, d.b.a. PROWARE (hereinafter referred to as "PROWARE").

Recitals:

*Whereas* WCO is desirous of an extended warranty and software maintenance agreement for the PROWARE Custom Application Software ("CAS") of its Juvenile Case Management System, including the base software known as "JCS", and PROWARE represents that it has the skill and ability to warrant and maintain the same.

*Whereas* WCO is willing to purchase and PROWARE is willing to sell and furnish to WCO certain warranty and maintenance services.

*WITNESSETH* the parties agree as follows:

**AGREEMENT**

WCO hereby agrees to purchase, and PROWARE hereby agrees to sell extended warranty terms and maintenance services for the Custom Application Software as set forth below.

**TERM.**

The term of this contract shall commence on January 1, 2021 at 12:00 AM (midnight) EST, and end on December 31, 2021 at 11:59 PM EST.

In addition, this extended warranty and software maintenance agreement will be extended up to four (4) additional one-year periods and shall automatically extend unless WCO gives PROWARE written notice that it does not intend to extend this agreement for any additional periods; said written notice shall be given at least 90 days before the end of any one (1) year term.

**PURCHASE PRICE & PAYMENT.**

**PURCHASE PRICE.** WCO shall pay to PROWARE the following amounts: First Year: \$68,710.00; Second Year: \$70,430.00; Third Year: \$72,200.00, Fourth Year: \$74,010.00, and Fifth Year: \$75,870.00.

Prices and license fees are exclusive of all federal, state, municipal or other political subdivision, excise, sales, use, property, occupational, or like taxes now in force or enacted in the future and are therefore subject to an increase equal to any such taxes PROWARE



may be required to collect or pay upon the sale or delivery of the products or services acquired hereunder. If WCO qualifies for exempt tax status, PROWARE agrees to accept a tax exemption certification in lieu of applicable exempt taxes.

**PAYMENT AND CREDIT.** Unless otherwise agreed in writing, payment for services shall be in advance and made within thirty (30) days from the receipt of a valid invoice according to the Notice of rejection of all or any part of an invoice shall be made within ten (10) days from the receipt of a valid invoice.

### **EXTENDED CAS WARRANTY & MAINTENANCE**

During the term of this agreement, PROWARE will provide:

- Software patches, which in PROWARE's sole determination, correct application problems that are reasonably likely to prevent substantially full utilization of software.
- Software upgrades to new version releases of the existing product. The current product is named "JCS". New products will be available at an additional charge.
- Telephone support for questions from the WCO project manager.
- E-mail support for questions from WCO project manager.
- PROWARE will use commercially reasonable efforts to assist WCO to resolve problems in its use of the CAS. PROWARE makes no guarantee that it can, or will, solve any problems with respect to the products presented by WCO, and further disclaims any warranties above and beyond any limited warranties expressly made by PROWARE in the SADLER NECAMP FINANCIAL SERVICES, INC. LICENSE TO WARREN COUNTY JUVENILE COURT, OHIO DATED JULY 30, 2009.
- All support and maintenance services will be performed remotely. This agreement does NOT include on-site visits to WCO's location. If On-site assistance is requested, this will be handled as an Out of Scope item.
- All support and maintenance services will be performed during normal working hours, Monday to Friday 8:30 am to 4:30 pm Eastern Standard Time, excluding holidays.

### **THIRD PARTY HARDWARE AND SOFTWARE EXCLUDED**

PROWARE does not warrant TPS items.

### **ALTERATIONS AND ATTACHMENTS TO THE CAS BY WCO.**

WCO shall have the right to make attachments to the hardware or software items provided by PROWARE except as otherwise provided herein. The performance and warranty provisions contained in this contract shall not apply to the extent that item failure or degraded performance is caused by alterations or attachments not made or approved by PROWARE, which shall not be unreasonably withheld.

## **PROWARE OWNERSHIP**

PROWARE shall be the sole and exclusive owner of the CAS and any PROWARE accession thereto. Notwithstanding any copyright notices appearing thereon, the CAS contains valuable PROWARE intellectual property, trade secret property and confidential information, and no title to or ownership of any of the CAS shall be transferred to WCO except by license. WCO agrees to maintain in confidence and, except as provided herein with respect to the (CAS), and not to disclose, reproduce or copy any CAS materials, documentation, software, or specifications relating to the Software to or for any third party.

All changes, accessions or additions to PROWARE's JCS Custom Application Software ("CAS"), including PROWARE's Object Code, PROWARE's Source Code and PROWARE's CAS Design or equivalent shall become part of the JCS and subject to the SADLER NECAMP FINANCIAL SERVICES, INC. LICENSE TO WARREN COUNTY JUVENILE COURT, OHIO DATED JULY 30, 2009.

## **EXTENDED CAS WARRANTY & MAINTENANCE RESOLUTION**

The WCO and PROWARE Project Managers listed herein are designated to expedite and resolve warranty items and maintenance. All warranty items or problems must be documented in writing by WCO and presented to PROWARE Project Manager using a Service Action Request ("SAR"). PROWARE will accept verbal notification that a defect exists, however, before PROWARE may work or implement a solution, a SAR must be delivered to the PROWARE Project Manager.

The SAR may be communicated by e-mail or via electronic SAR system to the PROWARE Project Manager. Written notice and description is effective upon receipt. PROWARE will then investigate the problem and determine if it is a no cost (in scope under warranty) or out-of-scope/non-warranty issue. PROWARE will determine and present a solution plan including any time and cost to implement the solution. An authorized WCO employee must then approve the solution and related work before it will be implemented. Warranty services and problem resolution will be performed via remote access.

## **WCO RESPONSIBILITIES**

WCO is responsible for providing an environment with access for PROWARE to the equipment, software systems, and WCO facilities at agreed upon times for purposes of the Agreement subject to WCO security measures which includes limited access to certain areas. WCO is responsible for installing and maintaining communications hardware and software to allow PROWARE to access the system to test, diagnose, maintain and repair the CAS. WCO is responsible for maintaining environmental conditions at the location of software and the hardware equipment installation throughout the term of this Agreement in accordance with specifications established by the equipment manufacturer.

WCO is responsible for all licensing, configuration, support, and maintenance on all hardware, operating systems, third party software (e.g. MS Office, MS Windows) and network components necessary to support the CAS.

WCO is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the products.

WCO is responsible for backing up their software and related data. PROWARE recommends that the customer backup their data frequently (daily, monthly, quarterly and yearly) and that multiple sets be used.

### **ADDITIONAL SERVICE CHARGES - OUT OF SCOPE ITEMS**

PROWARE's Service Rates for time and material charges will be in effect for the Contract Period. The rate charged shall be no more than \$222.22 per hour for the calendar year ending 12/31/2021. The rates in future calendar years shall increase no more than three and one-half percent (3.5%) per calendar year, compounded, in subsequent years. The rates charged are for labor only and do not include materials and task related expenses. The following are such out of scope items:

Analysis and design of software functionality, which is Out of Scope of this Agreement. Upgrades to third-party software (e.g. SQL Server) that is not in the scope of this agreement; development of software functionality which is Out of Scope of this Agreement; time and materials for repair of equipment, data, or software damage caused under the following conditions: failure by WCO to continually provide a suitable environment for the equipment in accordance with specifications established by the equipment manufacturer; operator error in direct conflict with published user guides, unless such error is caused by PROWARE personnel or PROWARE's subcontractors; neglect or misuse not proximately caused by PROWARE personnel or PROWARE's subcontractors; use of the equipment for purposes other than those for which it was designated; acts or omissions of non-PROWARE representatives, excluding those of WCO's employees who performed under PROWARE's direction; damage caused by water, wind, lightning, war, insurrection, police, military or governmental actions, accident, vandalism or burglary; damage occurring during relocation or transportation of equipment by persons other than PROWARE's representatives; alterations by WCO including a deviation from manufacturer's design, unless agreed to by PROWARE.

### **VERBAL COMMENT**

Verbal comments, explanations, or instructions between WCO and PROWARE will not be binding. Information or instructions between WCO and PROWARE must be in writing if it is to be relied upon. Written communications between WCO and PROWARE will be binding.

## **NOTICES**

Any notice, demand or request required or permitted to be given hereunder shall be in writing and shall be deemed communicated and effective twenty-four (24) hours after having been deposited in the United States Mail, postage prepaid, registered or certified, and addressed to the addressee at the addresses set forth below. In addition to sending any notice, demand, or request required, or permitted by registered or certified U. S. Mail, a copy of the same shall be sent by regular U.S. Mail. Parties are also encouraged to send a copy via e-mail. Any party may change its address for purposes of this Agreement by written notice given in accordance herewith.

**PROWARE:** Don Flischel, or his successor  
Sadler-NeCamp Financial Services, Inc.  
7621 E. Kemper Road  
Cincinnati, Ohio 45249-1609  
Telephone: (513) 489-5477  
Facsimile: (513) 489-0571

**WCO:** Anthony Brigano, or designate  
Warren County Court of Common Pleas,  
Probate-Juvenile Division  
570 Justice Drive  
Lebanon, Ohio 45036  
Telephone: (513) 695-1704  
Facsimile: (513) 695-2948

## **LIMITATION OF LIABILITY**

In no event shall the parties be liable to each other for indirect, special, incidental or consequential damages, whether based on contract, tort or any other legal theory even in the event of being advised of the possibility of such damages.

## **NON-SOLICITATION**

WCO shall not solicit for employment or for services, or accept the services of, any PROWARE Employee assigned to perform services pursuant to this Agreement at any time during such assignment or for a period of one year after the conclusion of such assignment. PROWARE shall not solicit for employment or for services, or accept the services of, any person who was employed by WCO at the time during the term of this Agreement or for a period of one year thereafter.

IN EXECUTION WHEREOF, Sadler-NeCamp Financial Services, Inc. has caused its name to be affixed to this Agreement, on the date stated below, by Don Flischel, its President, who is authorized to act on its behalf pursuant to a corporate resolution or consent action.

Sadler-NeCamp Financial Services, Inc.  
d.b.a. PROWARE

By: Don Flischel  
Don Flischel, President

Date: 10/19/2020

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, has caused this Agreement to be executed, on the date stated below, by David G. Young, its President, pursuant to Board Resolution No. 21-0137 dated 2/2/2021.

Warren County Board of County Commissioners  
Date: 2/2/2021

By: David G. Young

Name & Title: David G. Young, President

Date: 2/2/2021

**Approved as to form:**

David P. Fornshell  
Prosecuting Attorney  
Warren County, Ohio

By: Karl W. Auler  
Assistant Prosecutor

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio

COUNTY OF Hamilton

I, Don Flischel, holding the title and position of President at the firm Sadler-NeCamp Financial Services, Inc. dba PROWARE, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

Don Flischel  
AFFIANT

Subscribed and sworn to before me this 20<sup>th</sup> day of October, 2020

Louis Galluppi  
(Notary Public),

Hamilton County.

My commission expires April 7, 2023 2023



LOUIS GALLUPPI  
Notary Public, State of Ohio  
My Commission Expires 04-07-2023

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-0138

Adopted Date February 02, 2021

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE OHIO DEPARTMENT OF PUBLIC SAFETY CONCERNING THE COURT CASE MANAGEMENT SYSTEM UPGRADES FUNDED BY THE OHIO DEPARTMENT OF PUBLIC SAFETY ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize the President of this Board to enter into a memorandum of understanding with the Ohio Department of Public Safety concerning the court case management system upgrades funded by the Ohio Department of Public Safety on behalf of the Warren County Juvenile Court. Copy of said agreement 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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Ohio Department of Public Safety  
Juvenile (file)

**MEMORANDUM OF UNDERSTANDING**  
**Concerning the Court Case Management System Upgrades funded by**  
**the Ohio Department of Public Safety**

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This Memorandum of Understanding (hereinafter "MOU"), is made entered into between the Ohio Department of Public Safety (hereinafter "ODPS") and Warren County Juvenile Court (hereinafter "Court"), collectively referred to as "the Parties." This MOU sets forth guidelines regarding a project funded by the Ohio Traffic Records Coordinating Committee to allow for electronically generated traffic citations to be filed with a court that has passed a local rule.

ODPS and Warren County Juvenile Court are in the process of entering into a contract whereby ODPS will agree to pay Proware to perform certain upgrades necessary to allow for electronic filing of traffic citations, replacing the hard-copy format as a method of data delivery to Court for use in the Court's case management system as provided by Proware. Funding is restricted to upgrading traffic case systems. Enhancements that result from the upgrade to other non-traffic aspects of the system are allowable provided there are no additional costs that are non-traffic related. Additionally, system upgrades must involve case systems that are primarily traffic-related to be eligible.

The contract will require ODPS and Warren County Juvenile Court to enter into a Memorandum of Understanding regarding the Court's acceptance of citation data from ODPS in an electronic format through the e-Citation Interface. This MOU is being entered into furtherance of the aforementioned contract.

In consideration of the mutual promises, agreements and covenants contained herein, and upon ODPS and Warren County Juvenile Court executing and implementing the aforementioned contract, the Parties hereby agree as follows:

1. Court agrees, in accordance with the all applicable rules and law to accept submission of citation data using the ODPS electronic format.
2. Court agrees that, to the extent required by Proware, its use of the e-Citation Interface developed by Proware will be governed by any software license, software maintenance or professional services agreements it has with Proware. Court further agrees to abide by any responsibilities, requirements, or conditions set-forth by ODPS to implement the e-Citation Interface at the Court site.
3. Court agrees it is solely responsible for its use or misuse of the new data file developed by Proware. In no event shall either party be liable to the other party for indirect consequential, incidental, special, or punitive damages, or lost profits.
4. This MOU is made and entered into in the State of Ohio and shall be governed and construed in accordance with the laws of Ohio.



5. This MOU constitutes the entire agreement between the Parties, and any changes or modifications to this MOU shall be made and agreed to by the Parties in writing. In the event that any dispute arises between the Parties concerning interpretation of, or performance pursuant to, this MOU, the Parties shall attempt in good faith, to resolve the dispute in a mutually acceptable manner.
6. This MOU shall remain in existence until such time either Party terminates the agreement until such time as ODPS requires major programming changes to the e-Citation Interface or a period of two years, whichever comes earlier.
7. This MOU may be terminated at any time, provided the terminating Party submits written notice to the other Party no less than thirty (30) days prior to the effective date of such termination.

The Parties hereto have caused this MOU to be executed, as of the day and year last written below.

**Ohio Department of Public Safety**

By: \_\_\_\_\_  
Thomas J. Stickrath, Director  
Ohio Department of Public Safety

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

By: \_\_\_\_\_  
Title: President  
Signature: David G Young  
Date: 2/2/2021

**APPROVED AS TO FORM**

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

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

# Resolution

Number 21-0139

Adopted Date February 02, 2021

APPROVE AND ENTER INTO AGREEMENT BETWEEN THE WARREN COUNTY COMMISSIONERS AND THE CITY OF MASON, OHIO REGARDING REIMBURSEMENT FOR PUBLIC DEFENDER EXPENDITURES FOR 2021

BE IT RESOLVED, to approve and enter into contract with the City of Mason, Ohio for reimbursement for 2021 public defender services; said agreement 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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: c/a—City of Mason  
City of Mason – Zach Zoz (file)  
Ohio Public Defender Office  
Commissioners' file  
D. Gray

**AGREEMENT FOR INDIGENT DEFENSE SERVICES  
IN MASON MUNICIPAL COURT  
(ASSIGNED COUNSEL)**

This Agreement is entered into by and between the Warren County Board of County Commissioners, with a mailing address of 406 Justice Drive, Lebanon, Ohio 45036, (hereinafter referred to as the "COUNTY"), and the City of Mason, Ohio, with a mailing address of 6000 Mason-Montgomery Road, Mason, Ohio 45040, (hereinafter referred to as the "CITY").

WHEREAS, the CITY recognizes its responsibility under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with a violation of a CITY Ordinance for which the penalty or any possible adjudication includes the potential loss of liberty, and

WHEREAS, the COUNTY, in furtherance of the execution of its legal responsibilities, desires that said legal services be delivered to COUNTY's indigent citizens and others so situated, and

WHEREAS, the CITY of Mason Municipal Court maintains a list of Public Defenders who are willing to provide the aforesaid legal services to the COUNTY's indigent citizens and others so situated, and

WHEREAS, the County Commissioners pursuant to Ohio Revised Code section 120.33 may enter into a contract with a municipal corporation under which the municipal corporation shall reimburse the COUNTY for counsel appointed to represent indigent persons charged with a violation of an ordinance of the municipal corporation, and

WHEREAS, these contracts must contain terms in conformance with Ohio Administrative Code 120-1-09 and the parties must follow the Ohio Public Defender Commission standards and guidelines and the limits of the County Maximum Fee Schedule for Appointed Counsel in order for the COUNTY to obtain reimbursement for indigent defense costs pursuant to Ohio Revised Code sections 120.33 and 120.35, and pay the CITY its appropriate share, and

WHEREAS, this Agreement has been authorized by the CITY by Res./Ord. Number 2013.95, passed by the Mason CITY Council on November 18, 2013, and by Resolution Number ~~20-0233~~, passed by the Board of Commissioners of Warren COUNTY on 2/2/2021  
21-0139

NOW THEREFORE, the parties do mutually agree to bind themselves as follows:

**1. REPRESENTATION**

- 1.1 The CITY and COUNTY agree that the judges of the municipal court may assign by journal entry, recorded on the Court Docket, appointed counsel to represent indigent adults and juveniles in Municipal Court on or after the commencement date and during the term of this agreement in which the defendant is indigent and charged with the commission of an offense or act which is a violation of a CITY Ordinance and for which the penalty or any possible adjudication includes the potential loss of liberty.
- 1.2 Indigency shall be determined in accordance with the standards of indigency and other rules and guidelines established by the Ohio Public Defendant's Commission and the State Public Defender, pursuant to Ohio Revised Code section 120.33 and Ohio Administrative Code section 120-1-03. In addition to indigency determination, all rules, standards and guidelines issued by the Office of Public Defender and Ohio Public Defender Commission shall be followed.

**2. COMPENSATION**

- 2.1 Pursuant to Ohio Revised Code section 120.33 and aforesaid resolutions, the COUNTY shall pay all legal fees and expenses to counsel duly appointed by the Municipal Court of Mason, Ohio, to represent indigent persons charged with violations of the ordinances of the CITY of Mason, Ohio.
- 2.2 Payment by the municipality for representation of indigent persons will be by fee schedule, and such payment shall not exceed the fee schedule in effect and adopted by the Board of County Commissioners of Warren County, Ohio.
- 2.3 CITY agrees to deposit funds in advance with the COUNTY in an amount sufficient for the payment of the legal fees and expenses that CITY anticipates incurring during the term of this Agreement.
- 2.4 The COUNTY shall pay over to the CITY any reimbursement received from the Office of the Ohio Public Defender Commission pursuant to Chapter 120 of the Ohio Revised Code for any amounts expended pursuant to this agreement, within thirty (30) days of reconciliation of reimbursements received or at a time mutually agreed upon by the parties.

**3. DURATION OF CONTRACT AND TERMINATION**

- 3.1 The term of this agreement shall be for one year, January 1, 2021 to December 31, 2021.
- 3.2 If the COUNTY or CITY shall fail to fulfill in a reasonable, timely and proper manner its obligations under this agreement or if either party shall substantially violate any of the covenants, agreements or stipulations of this agreement, then the aggrieved party shall hereupon have the right to terminate this agreement by giving written notice to the other party of such termination and specifying an effective date thereof at least thirty (30) days before the effective date of said termination. Termination by either party shall not constitute a waiver of any other right or remedy it may have in law or in equity for breach of this agreement by the other party.
- 3.3 Written notice shall be considered furnished when it is sent by Certified Mail, return receipt requested, or is hand-delivered.

**4. TERMS OF AGREEMENT**

- 4.1 As soon as is reasonably practical after a case is finally disposed of by the Mason Municipal Court, the Court shall approve counsel fees in accordance with the standards of indigency, which fees shall not be taxed as part of the costs of the case.
- 4.2 Recognizing that the requests for reimbursements must be received by the State Public Defender within ninety (90) days of the end of the calendar month in which a case is finally disposed of by the Court, the Mason Municipal Court Clerk shall promptly notify the COUNTY of the fees which have been approved.
- 4.3 After approval, the COUNTY Auditor shall thereafter process the fees and expenses approved by the Court in accordance with the procedure set forth in Ohio revised Code section 120.33.

4.4 There shall be no discrimination against any employee who is employed in the work covered by this agreement or against any application for such employment because of the race, color, religion, sex, age, handicap or national origin. This provision shall apply to, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, raises of pay or other forms of compensation, and selection for training, including apprenticeship. The COUNTY shall insert a similar provision in any subcontract for services covered by this agreement.

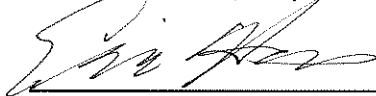
4.5 No personnel of the parties or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work shall, prior to the completion of said work voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

5. MODIFICATION

5.1 This contract may not be amended orally.

5.2 This contract may be amended only by written addendum, signed and executed by the parties named herein, or their successors.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

  
\_\_\_\_\_  
CITY Date

 2/2/2021  
\_\_\_\_\_  
COUNTY COMMISSIONER Date

Approved as to form:

  
\_\_\_\_\_  
Warren County Prosecutor's Office Date

ORDINANCE NO. 2013 - 95

**AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WARREN COUNTY COMMISSIONERS REGARDING MASON MUNICIPAL COURT PUBLIC DEFENDER**

WHEREAS, Warren County and the City of Mason recognize their responsibilities under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with a violation of a municipal ordinance for which the penalty or any possible adjudication includes the potential loss of liberty in Mason Municipal Court; and

WHEREAS, the Mason Municipal Court maintains a list of Public Defenders who are willing to provide those needed legal services to the County's indigent citizens; and

WHEREAS, the Ohio Public Defenders Office has requested a cooperative agreement between the City of Mason and Warren County regarding public defender expenditures.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio, seven members elected thereto concurring:

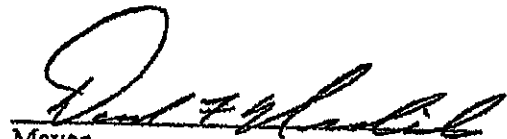
Section 1. That the City Manager is hereby authorized to enter into an agreement substantially in the form of the Agreement attached hereto as Exhibit "A".

Section 2. That the City Manager is hereby authorized to enter into agreements for subsequent years provided that the agreement is substantially in the form of the Agreement attached hereto as Exhibit "A".

Section 3. That the City Manager is authorized to execute other documents necessary to fulfill the terms of the Agreement.

Section 4. That this ordinance shall go into effect and be in force from and after the earliest period allowed by law.

Passed this 18<sup>th</sup> day of November, 2013.

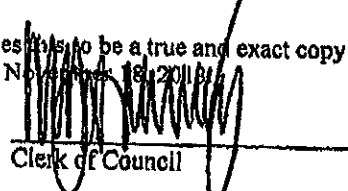
  
Mayor

Attest:

  
Clerk of Council

Certification

The undersigned, Clerk of Council of the City of Mason, hereby certifies this to be a true and exact copy of Ordinance 2013-95 adopted by the Council of the City of Mason on November 18, 2013.

  
Clerk of Council

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

# Resolution

Number 21-0140

Adopted Date February 02, 2021

AUTHORIZE THE PRESIDENT OR VICE PRESIDENT OF THE BOARD OF COMMISSIONERS TO SIGN THE PRE-AWARD CONDITION FORMS ASSOCIATED WITH THE GRANT PROGRAMS OF THE DEPARTMENT OF JUSTICE BUREAU OF JUSTICE ASSISTANCE

WHEREAS, the Warren County Drug Task Force applies for grant funding through the Department of Justice Office of Justice Programs Bureau of Justice Assistance; and

WHEREAS, the DOJ BJA has *Pre-Award Condition Forms for Government/Public and Private Agencies* document that is affiliated with all funding through that department; and

WHEREAS, said document needs to be updated and on file with the DOJ BJA for each application; and

NOW THEREFORE BE IT RESOLVED, to authorize the President or Vice President of the Board of Commissioners to sign the *Pre-Award Condition Forms For Government/Public and Private Agencies* for Grant Number 2020-MU-BX-056, 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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: OGA (file)  
Sheriff's Office (file)

Pre-Award Condition Forms  
For Government/Public and Private Agencies



**EEO Certification Form**

- Complete either Section A, or Section B, or Section C, not all three.
- Obtain signature from the appropriate official from either the implementing agency or subgrantee agency.

**Civil Rights and EEOP Questions Part 1 Form**

- Complete this form in its entirety.
- The responses should be based on the implementing agency.
- A signature is not required on this form.
- Each implementing agency must designate a person to be the civil rights point of contact. The point of contact must take the federal civil rights training at <https://ojp.gov/about/ocr/assistance.htm> and then train implementing agency staff members. Please name the point of contact in the space below. By signing the pre-award condition form, agencies are certifying the civil rights training will be completed and this pre-award condition is being met. The training does not need to take place as part of the pre-award condition process, however it must be completed by the second quarter of the grant.
- Name of civil rights point of contact HUMAN RESOURCE MANAGER

**Standard Assurances Form**

- This form should be reviewed in its entirety by the project director and authorizing officials for the implementing agency and subgrantee agency.

**Special Conditions Form**

- This form should be reviewed in its entirety by the project director and authorizing officials for the implementing agency and subgrantee agency.

**JAG and VAWA Mandatory Grant Orientation**

- Each VAWA subrecipient is required to attend a mandatory grant orientation. The grant orientation will provide an overview of the policies that apply to OCJS grant awards. An orientation is scheduled to take place via webinar on January 21, 2021 at 10:00 AM. At least one person associated with the project must attend the orientation. Failure to attend the orientation may result in the delay in grant payment processing and potential cancellation of funds. Registration for the webinar is accessed at the following link: <https://attendee.gotowebinar.com/register/4224062400948607501>

**System for Award Management Profile**

- The System for Award Management is the official U.S. government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. Your agency registration/profile is required to be active throughout the grant project period and renewed annually. The profile can be renewed at <https://www.sam.gov/portal/public/SAM>. Please provide proof that your agency is registered and currently designated as active by uploading a copy of the Entity Overview or Entity Record on the pre-award condition page within the online grants management system.

**Contact Information**

- There is no form associated with this condition; however, all projects are responsible for keeping contact information current. Correspondence will often be sent through the online grants management system to the project director listed for the "organization". This is not the same as the project director listed on the title page. For more information on the organization project director, please refer to the user guide. It is also the project director's responsibility to ensure title page information is updated as well to keep records current. Please contact your grants coordinator with any questions.

**Conflicts of Interest**

- Subrecipients are required to use Federal funds in the best interest of the award program. Decisions related to these funds must be free of undisclosed personal or organizational conflicts of interest, both in fact and in appearance. Subrecipients are required to disclose in writing any potential conflict of interest to your grant-making component or pass-through entity, as applicable. See the Federal Financial Guide 2 C.F.R. § 200.112.

**Suspension/Disbarment**

By signing the Pre-Award Condition Forms subgrantees are certifying that their organization and any organization they are working with as a consultant/contractor is not suspended or disbarred or otherwise found to be ineligible for participating in Federal assistance programs. No organization may participate in these programs in any capacity or be a recipient of Federal funds designated for these programs if the organization has been debarred or suspended or otherwise found to be ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." (See 45 CFR 75.212.)

By signing below, the project director, implementing agency authorized official and subgrantee authorized official acknowledge that they have read and understand the above information and attached forms.

Major Steve Awang-it  
Signature

1/20/2021 Project Director  
Date

Major Steve Awang-it  
Signature

1/20/2021 Implementing Agency Authorized Official  
Date

\* [Signature]  
Signature

2/2/2021 Subgrantee Agency Authorized Official  
Date

APPROVED AS TO FORM  
Keith W. Anderson  
Keith W. Anderson  
Asst. Prosecuting Attorney

# CERTIFICATION FORM

## Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name: <u>THE GREATER WARREN COUNTY DRUG TASK FORCE</u>		DUNS Number: <u>784327608</u>
Address: <u>822 MEMORIAL DRIVE LEBANON, OH</u>		
Grant Title: <u>JUSTICE ASSISTANCE GRANT (TAG)</u>	Grant Number: <u>2020-JG-A01-</u>	Award Amount: <u>\$60,000.00</u>
Name and Title of Contact Person: <u>STEVEN C. ARRASMITH, COMMANDER 6252</u>		
Telephone Number: <u>513-695-0070</u>	E-Mail Address: <u>ARRASMITH@WCOTF.ORG</u>	

### Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

- Recipient has less than fifty employees.     Recipient is an Indian tribe.     Recipient is a medical institution.  
 Recipient is a nonprofit organization.     Recipient is an educational institution.     Recipient is receiving an award less than \$25,000.

I, STEVEN C. ARRASMITH [responsible official],  
certify that THE GREATER WARREN COUNTY DRUG TASK FORCE [recipient] is  
not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.  
I further certify that THE GREATER WARREN COUNTY DRUG TASK FORCE [recipient]  
will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of  
services.

STEVEN C. ARRASMITH, COMMANDER    Steven C. Arrasmith    1/20/2021  
Print or Type Name and Title    Signature    Date

### Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, n/a [responsible official],  
certify that \_\_\_\_\_ [recipient],  
which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than  
\$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last  
twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable  
federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for  
Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

\_\_\_\_\_ [organization],  
\_\_\_\_\_ [address].

\_\_\_\_\_  
Print or Type Name and Title    Signature    Date

### Section C—Declaration Stating that an EEOP Utilization Report Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEOP Utilization Report to the OCR for review.

I, n/a [responsible official],  
certify that \_\_\_\_\_ [recipient],  
which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in  
accordance with 28 CFR pt. 42, subpt. E, and sent it for review on \_\_\_\_\_ [date] to the  
Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

\_\_\_\_\_  
Print or Type Name and Title    Signature    Date

(54)

**OCJS**  
**CIVIL RIGHTS & EEOP QUESTIONS**  
**APPENDIX B - PART I PRE-AWARD CONDITION**

**SECTION 1: BACKGROUND**

1. How many full-time and part time employees are employed by the agency? 5
2. If the agency uses volunteers, approximately how many does the agency have per year? (please count any volunteers separately from paid employees) 0

**SECTION 2: EEOP QUESTIONS**

1. If the subrecipient is required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§ 42.301-.308, does the subrecipient have an EEOP on file for review?  
 Yes       No      n/a
  - a. If yes, on what date did the subrecipient prepare the EEOP? \_\_\_\_\_
2. Has the subrecipient submitted a Certification Form to the OCR certifying compliance with the EEOP requirements?

Yes       No

- a. If yes, on what date did the subrecipient submit the Certification Form?

**SECTION 3: CIVIL RIGHTS COMPLAINTS, LAWSUITS<sup>1</sup>, OR FINDINGS**

**\*ANY COMPLAINTS, LAWSUITS, OR FINDINGS THAT HAVE OCCURRED AGAINST THE GRANTEE WITHIN THE 3 YEARS PRIOR TO THE AWARD DATE MUST BE REPORTED**

**If more than one complaint or lawsuit has been filed or more than one finding has been issued, the information requested in questions 1. through 1.d below must be provided for EACH complaint, lawsuit, or finding. Several forms may be needed depending on the volume of complaints.**

n/a

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<sup>1</sup> \*Please note: Any lawsuit brought against a police department that alleges violations of civil rights under color of state law (often referred to as § 1983 Actions) MUST be reported in addition to any other complaints, lawsuits or findings. Subrecipient must include the party names, case number, and a short synopsis of the facts and the alleged civil rights violations.

SR

1. Has the agency had any civil rights complaints or civil rights \*lawsuits or findings from any state or federal court OR investigative or administrative agency such as the Ohio Civil Rights Commission, Equal Employment Opportunity Commission, or any other administrative agency? (If the answer is yes, please proceed to a – d below. If the answer is no, skip to “Posting Notification” and the questions that follow it.)

Yes       No

If yes, circle whichever applicable:      **complaint**      **lawsuit**      **finding**

a. Was the complaint/lawsuit/finding filed or brought by employee(s) of the agency or beneficiaries of services you provide?

Employees \_\_\_\_\_

Beneficiaries \_\_\_\_\_

b. Does the complaint/violation/lawsuit involve discrimination based on {indicate all that apply}:

- race \_\_\_\_\_
- color \_\_\_\_\_
- national origin \_\_\_\_\_
- religion \_\_\_\_\_ *n/a*
- gender \_\_\_\_\_
- disability \_\_\_\_\_
- age \_\_\_\_\_
- sexual preference \_\_\_\_\_
- gender identity (or expression) \_\_\_\_\_
- limited English proficiency (LEP) \_\_\_\_\_
- other (please explain) \_\_\_\_\_

c. What is the current status of the complaint/lawsuit/\*finding?  
{summarize in the space below}

**\*If there is a finding by an administrative or investigative agency, what were the recommendations of the agency overseeing the investigation and have those recommendations been met? If not yet met, what is the timeline for meeting those recommendations?**

*n/a*

d. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the subrecipient issued by a federal or state court or federal or state administrative agency on the grounds of race, color, national origin, religion, gender, disability, or age?

Yes       No      *n/a*

**If no, notify the grantee that they are required to notify OCR and that they must do so immediately as OCJS is required to report the subrecipient.**

*SR*

POSTING NOTIFICATION:

2. Does the agency notify beneficiaries and employees that the agency does not discriminate on the basis of race, color, national origin, religion, gender, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?

Yes       No

If yes, briefly describe how this notification occurs:

*INFORMATION POSTED IN PUBLIC AREAS*

3. Does the agency notify employees and beneficiaries through agency brochures, publications, posters, etc. that the agency does not discriminate on the basis of race, color, national origin, religion, gender, disability, and age in employment practices?

Yes       No

If yes, briefly describe how this notification occurs:

*INFORMATION POSTED IN PUBLIC AREAS*

4. Does the subrecipient have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subrecipient with the Ohio Civil Rights Commission or the federal Office of Justice Programs— Office of Civil Rights?

Yes       No

If yes, provide an explanation of these policies and procedures:

*n/a*

5. Does the subrecipient conduct any training for its employees on the requirements of complying with federal civil rights laws?

Yes       No

**SECTION 4: REQUIREMENTS RELATED TO PERSONS WITH HANDICAP<sup>2</sup>**

**THE REQUIREMENTS IN SECTION 4 ONLY APPLY TO GRANTEES THAT HAVE  
50(+) EMPLOYEES & AWARD AMOUNT OF 25,000(+)  
IF THIS DOES NOT APPLY SKIP TO SECTION 5**

If the subrecipient has 50 or more employees and receives DOJ funding of \$25,000 or more, has the subrecipient taken the following actions:

GRIEVANCE PROCEDURES:

1. Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973? [This Act can be found at 28 C.F.R. Part 42, Subpart G; it prohibits discrimination on the basis of a disability<sup>3</sup> in employment practices and the delivery of services.]

Yes       No      *n/a*

COMPLIANCE COORDINATOR:

2. Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G?

Yes       No      *n/a*

- a. If yes, provide name of the designated person:

\_\_\_\_\_

POSTING NOTIFICATION:

3. Notified participants, beneficiaries, employees, applicants, and others that the subrecipient does not discriminate on the basis of disability?

Yes       No      *n/a*

- a. If yes, describe how (e.g. posters, inclusion in brochures or other program materials, etc.):

<sup>2</sup> Note: "handicap" is the term used in the legal definition in the Federal Code, which is why this term is being used rather than "disabled."

<sup>3</sup> Disability or handicap under Section 504 of the Rehabilitation Act of 1973 means any person who: (1) has a physical or mental impairment which substantially limits one or more major life activities, or (2) has a record of such an impairment, or (3) is regarded as having such an impairment – the perception of a disability.

**SECTION 5: REQUIREMENTS FOR GRANTEES THAT OPERATE AN EDUCATION PROGRAM OR ACTIVITY**

If the subrecipient operates an education program or activity, has the subrecipient taken the following actions:

**GRIEVANCE PROCEDURES:**

1. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972? [This Act can be found at 28 C.F.R. Part 54; it prohibits discrimination on the basis of sex.]

Yes                       No                      *N/A*

**COMPLIANCE COORDINATOR:**

2. Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54?

Yes                       No                      *N/A*

- a. If yes, provide name of the designated person:

\_\_\_\_\_

**POSTING NOTIFICATION:**

3. Notified applicants for admission and employment, employees, students, parents, and others that the subrecipient does not discriminate on the basis of sex in its educational programs or activities.

Yes                       No                      *N/A*

- a. If yes, describe how (e.g. posters, inclusion in brochures or other program materials, etc.):



**SECTION 6: LIMITED ENGLISH PROFICIENCY (LEP) REQUIREMENTS**

1. What reasonable steps<sup>4</sup> has the subrecipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)?<sup>5</sup>  
{summarize in the space below}

WARREN COUNTY CURRENTLY USES ASSIST TRANSLATION SERVICES, INC  
FROM COLUMBUS, OHIO FOR ALL TRANSLATION NEEDS.

2. Does the agency have an LEP policy or a procedure for language assistance services?  
 Yes       No

**SECTION 7: FAITH BASED ORGANIZATIONS**

1. Does the agency engage in explicitly religious activities?  
 Yes       No

2. Does the subrecipient provide federal funded services to eligible beneficiaries regardless of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in religious practice?  
 Yes       No      *n/a*

3. If the subrecipient engages in explicitly religious activities, does it do the following:

*n/a*

- a. Separate the explicitly religious activities in either time or location from the federally funded activities?

Yes       No      *n/a*

- b. Ensure that participation in the explicitly religious activities is voluntary for participants in the federal funded program?

Yes       No      *n/a*

Comments:

<sup>4</sup> Reasonable steps in the context of LEP requires a four-factor analysis: (1) the number and proportion of LEP persons served/encountered in the eligible service population – what language groups and how frequently they are encountered in the service area (2) the frequency with which LEP individuals come in contact with the program (3) the nature and importance of the program services – i.e. is the LEP individual asking for directions or looking for program area information (for example domestic violence); and (4) the resources available to the recipient.

<sup>5</sup> Meaningful access in the context of LEP means effective and accurate communication between the grantee and the LEP individual.

4. Does the agency deny service to anyone on the basis of religion?

Yes     No

Comments:

5. If the subrecipient is a religious institution or a faith-based organization, does the subrecipient do the following:

*N/A*

a. Provide appropriate notice to program beneficiaries or prospective beneficiaries that the subrecipient does not discriminate on the basis of religion in the delivery of services or benefits?

Yes     No    *N/A*

b. Provide appropriate notice to program beneficiaries or prospective beneficiaries that if they object to the "religious character" of the subrecipient, the subrecipient will ensure that participation in the explicitly religious activities is voluntary for participants in the federal funded program?

Yes     No    *N/A*

c. Keep a record of the requests for an alternative provider from beneficiaries or prospective beneficiaries who object to the subrecipient's "religious character," noting the subrecipient's efforts to find an appropriate alternative provider and to follow up with the beneficiary or the prospective beneficiary?

Yes     No    *N/A*

**SECTION 8: VAWA AND OVW FUNDED PROGRAMS**

1. If the subrecipient receives funding under VAWA or from OVW, does it serve male victims of domestic violence, dating violence, sexual assault, and stalking?

Yes       No Comments:      *n/a*

2. If the subrecipient receives funding under VAWA or from OVW, does the subrecipient provide sex-segregated or sex-specific services?

Yes       No      *n/a*

If yes, describe how the services are sex-segregated or sex specific.

*n/a*

If yes, has the subrecipient determined that providing services that are sex-segregated or sex specific is necessary to the essential operation of the program?

Yes       No      *n/a*

If yes, describe how the subrecipient determined that providing sex-segregated or sex-specific services is necessary to the essential operation of the program.

*n/a*

### **STANDARD ASSURANCES**

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which include:
  - Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d);
  - Victims of Crime Act (42 U.S.C. § 10604(e));

- The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b));
- Civil Rights Act of 1964 (42 U.S.C. § 2000d);
- Rehabilitation Act of 1973 (29 U.S.C. § 794);
- Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34);
- Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86);
- Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);
- Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
- Equal Treatment for Faith-Based Organizations (28 C.F.R. pt. 38)
- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures (28 C.F.R. pt. 42)

***In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.***

***Additionally, all grant recipients (including subgrantees or contractors) agree to report any complaints, lawsuits, or findings from a federal or state court or a federal or state Administrative Agency regarding a civil rights finding.***

7. If a governmental entity:
  - a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally- assisted programs; and
  - b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.



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*SPECIAL CONDITIONS*

I. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

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*SPECIAL CONDITIONS*

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

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5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

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8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or

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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

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13. Unreasonable restrictions on competition under the award; association with federal government

**SCOPE.** This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.



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31. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; unallowable costs; notification
1. If the recipient is a "State," a local government, or a "public" institution of higher education:
    - A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded wholly or partly with award funds is subject to any "information-communication restriction."
    - B. Also, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in par. 1.A of this condition) that would be reimbursed wholly or partly with award funds was subject to any information-communication restriction.
    - C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in par. 1.A of this condition, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: information-communication restrictions; ongoing compliance."
    - D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in par. 1.A of this condition, may be subject to any information-communication restriction. Also, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.
  2. Any subaward (at any tier) to a subrecipient described in par. 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.
  3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... information-communication restrictions; ongoing compliance" award condition.
  4. Rules of Construction
    - A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition.
    - B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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*SPECIAL CONDITIONS*

32. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: information-communication restrictions; unallowable costs; notification
1. If the recipient is a "State," a local government, or a "public" institution of higher education:
- A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."
- B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in paragraph 1.A of this condition) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.
- C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in paragraph 1.A of this condition, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance."
- D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in paragraph 1.A of this condition, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.
2. Any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.
3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" award condition.
4. Rules of Construction
- A. For purposes of this condition "information-communication restriction" has the meaning set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition.
- B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.

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*SPECIAL CONDITIONS*

33. Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

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*SPECIAL CONDITIONS*

34. No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance

1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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*SPECIAL CONDITIONS*

35. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

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*SPECIAL CONDITIONS*

36. No use of funds to interfere with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

- A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

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37. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[ felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

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38. No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[ felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

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AWARD DATE 09/17/2020

*SPECIAL CONDITIONS*

39. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" funded (wholly or partly) by this award, as of the date the recipient accepts the award, and throughout the rest of the award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations--including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain" in the U.S., and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside" the U.S.--within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under sec. 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of-

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under 34 USC 10251(a)(7)) as of January 1, 2020.

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that-

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

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(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

**IMPORTANT NOTE:** Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

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*SPECIAL CONDITIONS*

40. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 USC 10251(a)(7)).

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or

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*SPECIAL CONDITIONS*

(b) has the effect of preventing or of significantly delaying or complicating.

(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

41. Requirement to collect certain information from subrecipients

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

42. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

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*SPECIAL CONDITIONS*

43. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

44. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

45. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

46. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

47. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

48. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.



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*SPECIAL CONDITIONS*

49. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

50. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

51. Verification and updating of recipient contact information

The recipient must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

52. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).

53. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

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*SPECIAL CONDITIONS*

54. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

55. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at [CivilRightsMOA@usdoj.gov](mailto:CivilRightsMOA@usdoj.gov)) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

56. Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

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*SPECIAL CONDITIONS*

57. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

58. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

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*SPECIAL CONDITIONS*

59. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

60. Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

61. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

62. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website ([www.bjaperformancetools.org](http://www.bjaperformancetools.org)). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

63. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

64. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

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*SPECIAL CONDITIONS*

65. JAG FY 2020 - Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019 [BJA]

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2019), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

66. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

67. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.

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*SPECIAL CONDITIONS*

68. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

(SK)

Edward Byrne Memorial Justice Assistance Grant (JAG) 2020

Organization: Greater Warren County Drug Task Force

2020-JG-A01-6252

**Budget Request By Resource & Cost Category**

	1. Matching Funds		2. OCJS Funds	3. Total
	Cash	Inkind		
1. Personnel	\$20,000.00		\$60,000.00	\$80,000.00
2. Consultant/Contracts				\$0
3. Travel				\$0
4. Equipment				\$0
5. Supplies				\$0
6. Other Costs				\$0
7. Confidential Funds				\$0
8. Indirect Cost				\$0
9. Total Project Budget	\$20,000.00	\$0	\$60,000.00	\$80,000.00
OCJS decision				

Please list other Federal, State and Local funding sources received or projected to be received by your Agency in support of the proposed project. If funding is pending please state the projected award date.

Funding Source	Amount	Award Date	Projected Award Date (if applicable)
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What other funding sources are received by your agency in support of your overall program?

- \$182,000.00 (Ohio HIDTA - Approximate funding for covert facility rent and radio fees)
- \$142,000.00 (Warren County Commissioners - Approximate annual contribution - Used toward operating costs and salaries for Commander, Field Commander, Assistant Field Commander and Investigative Assistant)
- \$146,900.69 (DLEF Grant - Last grant award - Used toward salaries for Commander, Field Commander, Assistant Field Commander positions)
- \$225,000.00 (Community Contributions - Used toward operating costs and salaries for Commander, Field Commander, Assistant Field Commander and Investigative Assistant positions)

	Amount	Percentage %
OCJS Funds	\$60,000.00	75.00
Requested:		
Cash Match:	\$20,000.00	25.00
In-Kind Match:	\$0	0.00
<b>Total Project Budget:</b>	<b>\$80,000.00</b>	<b>100.00</b>

Federal, State and Local Funding Sources-please provide information on funding that is received by your Agency that is relevant to this project.

**Budget Request By Resource & Cost Category**

Include the source, amount received, and year funds were awarded.  
No additional funding sources.

Do you have other funding resources not identified above?      Yes    No

Identify the Source of Match:      DTF General fund dollars



**Project Objectives**

**FIRST PROJECT OBJECTIVE**

**OBJECTIVE**

A critical component of this ongoing project involves a concentrated effort to conduct education and prevention events for our target population. This includes education events within our schools, at community gatherings and within healthcare facilities throughout our jurisdiction. Our first objective for this project is to conduct a consistent number of presentations reaching as many people as possible to emphasize prescription drug abuse, diversion crimes and an overall drug free message.

**PERFORMANCE INDICATOR**

The performance indicator for this objective will be the average number of drug education events using the total number of events for 2018 and 2019. We remain committed to providing drug education to our target population and feel our efforts to prevent addiction before it starts must remain a priority. This requires continued collaboration with the Warren County Educational Services Center (ESC) and a focus of providing education to our school aged population, teachers and parents.

**BASELINE NUMBER**

Drug education and prevention events during 2018 were recorded at 116 events reaching citizens, teachers, and students. During 2019, 68 events were conducted reaching the same audience. The combined average of this data established baseline numbers for this project at 92 events/presentations.

**HOW WILL PERFORMANCE DATA BE COLLECTED?**

Performance data for presentations within our schools will be monitored and collected through the Warren County Educational Services Center (ESC). Data for community events and public presentations will be collected using current in-house systems within the Drug Task Force. All data will be reported to DISCO as required by OCJS on a weekly basis for immediate availability to DPS and other approved agencies.

**SECOND PROJECT OBJECTIVE**

**OBJECTIVE**

Drug diversion crimes are the primary investigative focus of this project and a critical component of our overall efforts to reduce the availability of drugs of abuse within our jurisdiction. As such, our second objective for this project is to conduct a consistent number of prescription drug related investigations throughout the project period. This objective requires aggressive investigative efforts with special attention to prescription opioids and healthcare specific diversion.

**PERFORMANCE INDICATOR**

The performance indicator for this objective is the average number of prescription drug diversion cases investigated by this specialized detective during the previous two years.

**BASELINE NUMBER**

During 2018, this specialized detective investigated 60 cases involving prescription drug and diversion related crimes. Statistical data for 2019 indicates 91 cases investigated by this specialized position. The combined average of this data established a baseline number of 75 cases for this project period.

**HOW WILL PERFORMANCE DATA BE COLLECTED?**

Performance data will be monitored and collected utilizing our current in-house records and case management systems. This data will also be reported to DISCO as required by OCJS on a weekly basis for immediate availability to DPS and other approved agencies.

**THIRD PROJECT OBJECTIVE**

**OBJECTIVE**

**PERFORMANCE INDICATOR**

**BASELINE NUMBER**

**HOW WILL PERFORMANCE DATA BE COLLECTED?**

SK



Project Objectives



# Entity Overview Details

DUNS: 784327608  
 CAGE: 4NQ49  
 Status: Submitted

406 JUSTICE DR  
 LEBANON, OH, 45036 - 2385  
 UNITED STATES

D&B Legal Business Name: WARREN, COUNTY OF  
 Doing Business as: OFFICE OF GRANTS ADMINISTRATION

## Core Data

### Business Information:

Business start date: 01/01/1991  
 Fiscal year end close date: 12/31  
 Company Division Name:  
 Company Division Number:  
 Corporate URL:  
 Congressional District: OH 01  
 Registration Date: 02/13/2007  
 Activation Date: N/A  
 Expiration Date: 03/18/2021  
 Renewal Date: 03/18/2020  
 MPIN: \*\*\*\*\*nc02

### Physical Address:

Address line 1: 406 JUSTICE DR  
 City: LEBANON  
 State: OH  
 ZIP/Postal Code: 45036 - 2385  
 Country: UNITED STATES

### Mailing Address:

Address line 1: 406 JUSTICE DRIVE  
 City: LEBANON  
 State: OH  
 ZIP/Postal Code: 45036 - 2385  
 Country: UNITED STATES

### Sensitive Information:

EIN: \*\*\*\*\*0058

### IRS Consent:

Tax payer name: WARREN COUNTY BOARD OF COMMISSIONERS  
 Address Line 1: 406 JUSTICE DR  
 Address Line 2:  
 City: LEBANON  
 State: OH  
 Country: UNITED STATES  
 Zip/Postal Code: 45036 -  
 Type of Tax: Applicable Federal Tax  
 Tax Year (Most Recent Tax Year): 2006  
 Name of individual executing consent: TIFFANY ZINDEL  
 Title of the individual executing consent: COUNTY ADMINISTRATOR  
 Signature: TIFFANY ZINDEL  
 TIN Consent Date: 03/18/2020

### CAGE/NCAGE Code:

CAGE : 4NQ49

Does this entity have an Immediate No

Does this entity have any No

### General Information

Country of Incorporation: null  
 State of Incorporation: null  
 Company Security Level:  
 Highest Employee Security Level:

### Business Types:

For more information on an entity's socio-economic status please see SBA's Dynamic Small Business Search.

- Entity Structure
  - U.S. Government Entity
- Entity Type
  - US Local Government
- Government Type
  - County
  - U.S. Local Government
- Other Governmental Entities
  - Transit Authority
  - Planning Commission



## Entity Overview Details

Housing Authorities Public/Tribal  
 Port Authority  
 Purpose of Registration  
 All Awards

### Financial Information

Do you accept credit cards as a method of payment? No.  
 Department Code: Account Details:LCNB NATIONAL BANK - Checking  
 CAGE Code: 4NQ49  
 - New AccountElectronic Funds Transfer:  
 Account Type Checking  
 Financial Institution: LCNB NATIONAL BANK  
 ABA Routing Number: \*\*\*\*\*5708  
 Account Number: \*\*\*8629  
 Lockbox Number:  
 Automated Clearing House (ACH):  
 ACH U.S. Phone: (513)932-1414  
 ACH Non-U.S. Phone:  
 ACH Fax:  
 ACH Email:  
 Remittance Address:  
 Remittance Name: WARREN COUNTY OFFICE OF GRANTS ADMINISTRATION  
 Address Line 1: 406 JUSTICE DRIVE  
 Address Line 2:  
 City: LEBANON  
 State: OH  
 Country: UNITED STATES  
 ZIP/Postal Code: 45036 - 2385

### Executive Compensation Questions

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

No

### Proceedings Questions

Is your business or organization, as represented by the DUNS Number on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

N

Does your business or organization, as represented by the DUNS number on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Within the last five years, had the business or organization (represented by the DUNS number on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

### SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results: No.

### Assertions

NAICS Codes Selected	Primary	Description
925120		Administration of Urban Planning and Community and Rural Development
926110		Administration of General Economic Programs
926120	Yes	Regulation and Administration of Transportation Programs

Product & Service Codes Selected	Description
PSC	



## Entity Overview Details

### Size metrics:

World Wide:  
Total Receipts (3 year average): 300000  
Average Number of Employees (12 Month Average):2

Location (Optional):  
Annual Receipts (3 Year Average):  
Annual Receipts (3 Year Average):

### EDI Information:

Do you wish to enter EDI Information for your non-government entity?:No

### Disaster Response Information:

Do you wish to enter Disaster Relief Data for your entity?:No

### Point of Contacts:

#### Mandatory Point of Contact:

##### Accounts Receivable POC

Title:  
First Name: SUSANNE  
Middle Name:  
Last Name: MASON  
Email: masosu@co.warren.oh.us  
US Phone: (513)695-1210  
Extension:  
NON US Phone:  
Notes:

##### Electronic Business POC

Title: Ms  
First Name: Susanne  
Middle Name:  
Last Name: Mason  
Email: masosu@co.warren.oh.us  
US Phone: (513)695-1210  
Extension:  
NON US Phone:  
Notes:  
Address Line 1: 406 JUSTICE DRIVE  
Address Line 2:  
City: LEBANON  
State/Province: OH  
Country: UNITED STATES  
ZIP/Postal Code: 45036

##### Government Business POC

Title:  
First Name: Susanne  
Middle Name:  
Last Name: Mason  
Email: masosu@co.warren.oh.us  
US Phone: (513)695-1210  
Extension:  
NON US Phone:  
Notes:  
Address Line 1: 406 JUSTICE DRIVE  
Address Line 2:  
City: LEBANON  
State/Province: OH  
Country: UNITED STATES  
ZIP/Postal Code: 45036

#### Optional Point of Contact:

##### Past Performance POC

Title:  
First Name: SUSANNE  
Middle Name:  
Last Name: MASON  
Email: MASOSU@CO.WARREN.OH.US  
US Phone: (513)695-1210



## Entity Overview Details

Extension:  
NON US Phone:  
Notes:  
Address Line 1: 406 JUSTICE DRIVE  
Address Line 2:  
City: LEBANON  
State/Province: OH  
Country: UNITED STATES  
ZIP/Postal Code: 45036

### Past Performance Alternate POC

Title:  
First Name: VICKI  
Middle Name:  
Last Name: PERRY  
Email: perivs@co.warren.oh.us  
US Phone: (513)695-1323  
Extension:  
NON US Phone:  
Notes:  
Address Line 1: 406 JUSTICE DRIVE  
Address Line 2:  
City: LEBANON  
State/Province: OH  
Country: UNITED STATES  
ZIP/Postal Code: 45036

### Electronic Business Alternate POC

Title:  
First Name: SUSANNE  
Middle Name:  
Last Name: MASON  
Email: MASOSU@CO.WARREN.OH.US  
US Phone: (513)695-1210  
Extension:  
NON US Phone:  
Notes:  
Address Line 1: 406 JUSTICE DRIVE  
Address Line 2:  
City: LEBANON  
State/Province: OH  
Country: UNITED STATES  
ZIP/Postal Code: 45036

### Government Business Alternate POC

Title:  
First Name: SUSANNE  
Middle Name:  
Last Name: MASON  
Email: MASOSU@CO.WARREN.OH.US  
US Phone: (513)695-1210  
Extension:  
NON US Phone:  
Notes:  
Address Line 1: 406 JUSTICE DRIVE  
Address Line 2:  
City: LEBANON  
State/Province: OH  
Country: UNITED STATES  
ZIP/Postal Code: 45036

# Resolution

Number 21-0141

Adopted Date February 02, 2021

ACKNOWLEDGE EXECUTION BY THE COUNTY ADMINISTRATOR OF CHANGE ORDER NO 15 TO THE GUARANTEED MAXIMUM PRICE AGREEMENT WITH THE CONSTRUCTION MANAGER AT RISK GRANGER CONSTRUCTION COMPANY FOR THE NEW JAIL AND SHERIFF'S ADMINISTRATION OFFICE PROJECT ("PROJECT")

WHEREAS, pursuant to Resolution #18-0856, this Board of County Commissioners (the "Board") entered into an agreement with Granger Construction Co., Inc. (the "CMR") for preconstruction services for the Project, with the understanding that a guaranteed maximum price ("GMP") for construction of the Project was anticipated to be added to the agreement by amendment; and

WHEREAS, pursuant to Resolution #19-1094, adopted August 20, 2019, this Board authorized the County Administrator to execute the documents relative to the final Guaranteed Maximum Price; and

WHEREAS, Granger has also presented change order number 15 to accommodate changes relative to the training room ceiling; and

NOW THEREFORE BE IT RESOLVED, to acknowledge the execution of change order number 15, by the County Administrator, for a increase of \$3,931.35 to the Guaranteed Maximum Price, creating a new Guaranteed Maximum Price of \$49,374,446.29; said amendment agreement and change orders with supporting/open book pricing are 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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: C/A— Granger Construction Co., Inc  
Project file  
Granger Construction Co. J. Woehrle

Sheriff (file)  
Martin Russell/Tiffany Zindel  
Facilities Management (file)

# OWNER CHANGE ORDER



Granger Construction Company  
1822- 00 Warren County Jail

CHANGE ORDER DATE:  
01/13/2021  
CHANGE ORDER #: 15

**TO (CONTRACTOR):** Granger Construction Company  
6267 Aurelius Road  
Lansing, MI 48911

**DISTRIBUTION:**

- Granger Construction Company
- Wachtel & McAnally Architects/Planners, Inc
- OFFICE
- FIELD
- OTHER

## CHANGE ORDER INFORMATION

You are directed to make the following changes to this Contract:

PCO 140 - RFI 150 Added EFIS  
PCO 160 - Bulletin 22 E6-10 Training Room Ceiling

PROJECT	ACO	DESCRIPTION	PCO TYPE	PCO	CONTRACT CHANGE
1822- 00	140	RFI 150 Added EFIS	PCO	140	\$930.63
1822- 00	160	Bulletin 22 E6-10 Training Room Ceiling Changes	PCO	160	\$3,000.72

**TOTAL:** \$ 3,931.35

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was .....	\$ 49,341,225.00
The net change by previously authorized Change Orders was .....	\$ 29,289.94
The Contract Sum prior to this Change Order was .....	\$ 49,370,514.94
The Contract Sum will be increased by this Change Order .....	\$ 3,931.35
The new Contract Sum will be .....	\$ 49,374,446.29
The Contract Time will be unchanged	

**AUTHORIZED BY OWNER:**

Warren County  
406 Justice Drive  
Lebanon, OH 45036

By: *Gregory Zindel*  
Date: 1-20-2021

**ACCEPTED BY CONTRACTOR**

Granger Construction Company  
6267 Aurelius Road  
Lansing, MI 48911

By: *[Signature]*  
Date: 01/15/2021

**ARCHITECT/ENGINEER**

Wachtel & McAnally Architects/Planners, Inc  
35 South Park Place, Ste 350  
Newark, OH 43055

By: *[Signature]*  
Date: 1/19/21



# CHANGE ORDER REQUEST

DATE: 10/12/2020

PCO#: 140

Granger Construction Company  
1822- 00 - Warren County Jail

**To:** Tiffany Zindel  
Warren County  
406 Justice Drive  
Lebanon, OH 45036  
**Phone:** 513-695-1241  
**Fax:**  
**Email:** Tiffany.Zindel@co.warren.oh.us  
**CC:**

**From:** Jason Woehrle  
Granger Construction Company  
6267 Aurelius Road  
Lansing, MI 48911  
**Phone:**  
**Fax:**  
**Email:** jwoehrle@grangerconstruction.com

Below is the detail for our proposal to complete the following changes in contract work:

**Default for PCO: RFI 150 Added EFIS**  
**Proposed Scope of Work: RFI 150 Added EFIS**

The prices below are valid until **10/23/2020**.

Funding Source for Change Order:  
Granger/Megen GMP: \$930.63  
Owner Contingency: (\$930.63)

PCO Item	Status	Change (in Days)	Contract Line	Notes	Amount
1 : RFI 150 Added EFIS Bonds	New		0000610-00		\$5.35
2 : RFI 150 Added EFIS Sub Bond	New		0000620-00		\$8.91
Risk					
3 : RFI 150 Added EFIS CM Fee	New		0000092-00		\$22.70
4 : RFI 150 Added EFIS Insurances	New		0000620-02		\$2.67
5 : RFI 150 Added EFIS PCI	New		0009200-00		\$891.00

**Total: \$930.63**

Submitted By:

Jason Woehrle

10/12/2020  
Date

Approved By:

Tiffany Zindel  
Warren County

Date





431 Elliott Avenue  
 Cincinnati, OH 45215  
[www.pcg.com](http://www.pcg.com)  
 Ph. 513-725-0525 Fax 513-821-0051

### CHANGE ORDER REQUEST

To: Megen Construction Company  
 11130 Ashburn Road  
 Cincinnati, Ohio 45240  
 Attention: Jason Kaminski  
 Phone:  
 Fax:

Date: 9/17/2020  
 Project: Warren County Jail  
 Project #: 20-01069  
 C.O.R. No: 5  
 Additional Schedule Days:

Performance Contracting, Inc. hereinafter designated as PCI, proposed to furnish all materials and labor required for the application of the following (hereinafter designated as "the work")

**Description:**

Added EIFS Ceiling - RFI 150

**Clarifications & Exclusions:**

Item #1	Cost
RFI 150	
	Labor Breakdown \$0
	Material Breakdown \$0
	Sub-Contractor Breakdown \$849
	Sub-Total \$849
	Overhead & Profit Labor 0.00% \$0
	Overhead & Profit Materials 15.00% \$0
	Overhead & Profit Subcontracts 5.00% \$42
	<b>Total \$891</b>
	Bond 0.00% \$0
	<b>Grand Total \$891</b>
<b>Grand Total All Items \$891</b>	

This proposal is subject to change and may be withdrawn if not accepted within 30 days of the above date: It is subject to all terms and conditions outlined. Issuance of a change order/notice to proceed is required prior to PCI proceeding with this work.

Approved By: \_\_\_\_\_

Prepared By: Corey Chatron

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

Title: Project Manager

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

Date: 9/17/2020

Performance Contracting Inc  
 Interior Contracting Services

Estimate

Date: 9/17/2020

Job Name: Warren County Jail

PCI JOB # 20-01069



Description: RFI 150

PCI COR # 5

1 LABOR			
Foreman	0.0 hours x	\$82.50	\$0
Journeyman	0.0 hours x	\$70.12	\$0
Trucking	0.0 hours x	\$60.00	\$0
Project Engineer	0.0 hours x	\$75.00	\$0
Overtime	0.0 hours x	\$20.00	\$0
Travel	0.0 days x	\$60.00	\$0
<b>SUBTOTAL LABOR</b>			<b>\$0</b>
2 MATERIALS			
SUBTOTAL MATERIALS			\$0
FREIGHT			\$0
SALES TAX	@	0.00%	\$0
<b>TOTAL MATERIALS</b>			<b>\$0</b>
3 CONSUMABLES & EQUIPMENT			
SUBTOTAL CONSUMABLES & EQUIPMENT			\$0
SALES TAX	@	0.00%	\$0
<b>TOTAL CONSUMABLES &amp; EQUIPMENT</b>			<b>\$0</b>
4 SUBCONTRACTORS			
Clear Construction - RFI 150	1 LS	\$49.00	\$849
<b>TOTAL SUBCONTRACTOR</b>			<b>\$849</b>
5 TOTAL			
SUBTOTAL			\$849
OVERHEAD & PROFIT LABOR	@	0%	\$0
OVERHEAD & PROFIT MATERIALS	@	15%	\$0
OVERHEAD & PROFIT SUBCONTRACTS	@	5%	\$42
BOND COSTS	@	0%	\$0
<b>SELL TOTAL</b>			<b>\$891</b>



1790 Harmon Ave STE A  
Columbus, Ohio 43223  
(614) 449-1000 phone

## Revised Proposal

DATE 0/15/2020  
Proposal # 2020091501JT

Quote To:  
Performanco Contracting Inc.  
431 Elliott Ave.  
Cincinnati, Ohio 45215  
Attn: Corey Chatron

Quotation valid until: 10/15/2020  
Prepared by: Jim Thompson

(513) 582-9021 Phone

**Job:** Lebanon Prison Ceilings

[corey.chatron@pcq.com](mailto:corey.chatron@pcq.com) Email

Lebanon, Ohio

**Comments or Special Instructions:**

\*\*\* Shop drawings, third party inspection, weatherization, metal / plastic flashing and caulking to be done by others.  
\*\*\*\*If the EIFS manufacture's name is not on the product, we don't install it.

Description	AMOUNT
Add of Ceiling on Sheet A171 D1-06 RFI 0150 Direct applied EIFS ceiling to match the rest of the contracted work.	
<b>TOTAL</b>	<b>\$849.00</b>

Expansion joints are included as the exterior elevations show on bid date. If for ANY reason, additional joints are needed they will be an add to this proposal. This proposal is based on the main building ONLY, if there is additional work required as a Interior application or on any additional areas that are not listed on this proposal It will be an add to the contract. Clear Construction Inc. requires this proposal to be included as a additional exhibit to the contract. The scope of work on this proposal supersedes all other scope of work or specifications listed to date.

The above prices and conditions are hereby accepted. Clear Construction is hereby authorized to do the work as noted.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



# CHANGE ORDER REQUEST

DATE: 12/08/2020

PCO#: 160

Granger Construction Company  
1822- 00 - Warren County Jail

**To:** Tiffany Zindel  
Warren County  
406 Justice Drive  
Lebanon, OH 45036  
**Phone:** 513-695-1241  
**Fax:**  
**Email:** Tiffany.Zindel@co.warren.oh.us  
**CC:**

**From:** Jason Woehrle  
Granger Construction Company  
6267 Aurelius Road  
Lansing, MI 48911  
**Phone:**  
**Fax:**  
**Email:** jwoehrle@grangerconstruction.com

Below is the detail for our proposal to complete the following changes in contract work:

**Default for PCO: Bulletin 22 E6-10 Training Room Ceiling Changes**  
**Proposed Scope of Work: Bulletin 22 E6-10 Training Room Ceiling Changes**

The prices below are valid until **12/22/2020**.

Funding Source for Change Order:  
Granger/Megen GMP: \$3,000.72  
Owner Contingency: (\$3,000.72)

PCO Item	Status	Change (in Days)	Contract Line	Notes	Amount
1 : Bulletin 22 E6-10 Training Room Ceiling Changes Bonds	New		0000610-00		\$17.24
2 : Bulletin 22 E6-10 Training Room Ceiling Changes Sub Bond Ris	New		0000620-00		\$28.73
3 : Bulletin 22 E6-10 Training Room Ceiling Changes CM Fee	New		0000092-00		\$73.19
4 : Bulletin 22 E6-10 Training Room Ceiling Changes Insurances	New		0000620-02		\$8.62
5 : Bulletin 22 E6-10 Training Room Ceiling Changes PCI	New		0009200-00		(\$766.00)
6 : Bulletin 22 E6-10 Training Room Ceiling Changes Bolin	New		0009900-00		\$1,204.24
7 : Bulletin 22 E6-10 Training Room Ceiling Changes Triton	New		0015000-00		\$1,263.18
8 : Bulletin 22 E6-10 Training Room Ceiling Changes LEE	New		0016000-00		\$1,171.52

**Total: \$3,000.72**

Submitted By:

Approved By:

Jason Woehrle

12/08/2020  
Date

Tiffany Zindel  
Warren County

Date



431 Elliott Avenue  
Cincinnati, OH 45215  
www.pci.com  
Ph. 513-725-0525 Fax 513-821-0051

**CHANGE ORDER REQUEST**

To: Megan Construction Company  
11130 Ashburn Road  
Cincinnati, Ohio 45240  
Attention: Jason Kaminski  
Phone:  
Fax:

Date: 11/12/2020  
Project: Warren County Jail  
Project #: 20-01069  
C.O.R. No: 8  
Additional Schedule Days:

Performance Contracting, Inc. hereinafter designated as PCI, proposed to furnish all materials and labor required for the application of the following (hereinafter designated as "the work")

**Description:**

BLTN 22 Changes

Add LVL 4 Finish to Deck at Drywall Locations Only In Room E6-01  
Credit ACT at Room E6-01

**Clarifications & Exclusions:**

Item #1	Cost
BLTN 22 Add LVL 4 Finish	
Labor Breakdown	\$1,412
Material Breakdown	\$384
Sub-Contractor Breakdown	\$0
Sub-Total	\$1,795
Overhead & Profit Labor 0.00%	\$0
Overhead & Profit Materials 15.00%	\$58
Overhead & Profit Subcontracts 5.00%	\$0
Total	\$1,853
Bond 0.00%	\$0
Grand Total	\$1,853
<b>Item #2</b>	<b>Cost</b>
BLTN 22 Credit ACT at E6-01	
Labor Breakdown	-\$1,589
Material Breakdown	-\$895
Sub-Contractor Breakdown	\$0
Sub-Total	-\$2,484
Overhead & Profit Labor 0.00%	\$0
Overhead & Profit Materials 15.00%	-\$134
Overhead & Profit Subcontracts 5.00%	\$0
Total	-\$2,618
Bond 0.00%	\$0
Grand Total	-\$2,618
<b>Grand Total All Items</b>	
	<b>-\$766</b>

This proposal is subject to change and may be withdrawn if not accepted within 30 days of the above date; it is subject to all terms and conditions outlined. Issuance of a change order/notice to proceed is required prior to PCI proceeding with this work.

Approved By: \_\_\_\_\_ Prepared By: Corey Chatron  
Title: \_\_\_\_\_ Title: Project Manager  
Date: \_\_\_\_\_ Date: 11/12/2020

Performance Contracting Inc

Interior Contracting Services

Estimate

Date: 11/12/2020

Job Name: Warren County Jail

PCI JOB # 20-01069



Description: BLTN 22 Add LVL 4 Finish

PCI COR # 8

1 LABOR			
Foreman	1.7 hours x	\$82.50	\$136
Journeyman	18.2 hours x	\$70.12	\$1,275
Trucking	0.0 hours x	\$60.00	\$0
Project Engineer	0.0 hours x	\$75.00	\$0
Overtime	0.0 hours x	\$20.00	\$0
Travel	0.0 days x	\$60.00	\$0
<b>SUBTOTAL LABOR</b>			<b>\$1,412</b>
2 MATERIALS			
Mud Bucket AP	12 BKT	\$19.50	\$234
Mud Bucket LW	6 BKT	\$19.50	\$117
Tape	5 RL	\$6.50	\$33
SUBTOTAL MATERIALS			\$384
FREIGHT			\$0
SALES TAX @ 0.00%			\$0
<b>TOTAL MATERIALS</b>			<b>\$384</b>
3 CONSUMABLES & EQUIPMENT			
SUBTOTAL CONSUMABLES & EQUIPMENT			\$0
SALES TAX @ 0.00%			\$0
<b>TOTAL CONSUMABLES &amp; EQUIPMENT</b>			<b>\$0</b>
4 SUBCONTRACTORS			
<b>TOTAL SUBCONTRACTOR</b>			<b>\$0</b>
5 TOTAL			
SUBTOTAL			<b>\$1,795</b>
OVERHEAD & PROFIT LABOR @ 0%			\$0
OVERHEAD & PROFIT MATERIALS @ 15%			\$58
OVERHEAD & PROFIT SUBCONTRACTS @ 5%			\$0
BOND COSTS @ 0%			\$0
<b>SELL TOTAL</b>			<b>\$1,853</b>

Performance Contracting Inc  
 Interior Contracting Services  
 Estimate

Date: 11/12/2020

Job Name: Warren County Jail

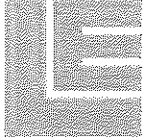
PCI JOB # 20-01069



Description: BLTN 22 Credit ACT at E6-01

PCI COR # 8

1 LABOR			
Foreman	(1.9) hours x	\$82.50	(\$154)
Journeyman	(20.5) hours x	\$70.12	(\$1,435)
Trucking	0.0 hours x	\$60.00	\$0
Project Engineer	0.0 hours x	\$75.00	\$0
Overtime	0.0 hours x	\$20.00	\$0
Travel	0.0 days x	\$60.00	\$0
<b>SUBTOTAL LABOR</b>			<b>(\$1,589)</b>
2 MATERIALS			
ACT 1757	-574 SF	\$1.04	(\$597)
Grid Main	-144 LF	\$0.58	(\$84)
Grid Tee	-288 LF	\$0.54	(\$156)
Grid Mold	-98 LF	\$0.48	(\$47)
Wires	-40 EA	\$0.30	(\$12)
<b>SUBTOTAL MATERIALS</b>			<b>(\$895)</b>
<b>FREIGHT</b>			<b>\$0</b>
<b>SALES TAX</b>	@	0.00%	<b>\$0</b>
<b>TOTAL MATERIALS</b>			<b>(\$895)</b>
3 CONSUMABLES & EQUIPMENT			
<b>SUBTOTAL CONSUMABLES &amp; EQUIPMENT</b>			<b>\$0</b>
<b>SALES TAX</b>	@	0.00%	<b>\$0</b>
<b>TOTAL CONSUMABLES &amp; EQUIPMENT</b>			<b>\$0</b>
4 SUBCONTRACTORS			
<b>TOTAL SUBCONTRACTOR</b>			<b>\$0</b>
5 TOTAL			
<b>SUBTOTAL</b>			<b>(\$2,484)</b>
<b>OVERHEAD &amp; PROFIT LABOR</b>	@	0%	<b>\$0</b>
<b>OVERHEAD &amp; PROFIT MATERIALS</b>	@	15%	<b>(\$134)</b>
<b>OVERHEAD &amp; PROFIT SUBCONTRACTS</b>	@	5%	<b>\$0</b>
<b>BOND COSTS</b>	@	0%	<b>\$0</b>
<b>SELL TOTAL</b>			<b>(\$2,618)</b>



# Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 26769

360 Industrial Drive, Franklin, Ohio 45005 Phone: 937-743-1220 Fax: 937-743-1227

Established 1952

Warren County Jail

11/10/20

LEE Job Number: 1019-1016

PO Number: 10658

Warren County

Justice Dr.

Lebanon, OH

Project:

Warren County Jail

LEE CO No.: TBD

Re : Bulletin 22

Please find attached Lake Erie Electric, Inc. - Dayton Division's quotation for the project listed above for the referenced added scope. All associated breakdown is attached.

LEE Cost: \$1,171.52

Bond

---

CO Net: \$1,171.52

Please do not hesitate to call me if you have any questions regarding this change order.

Respectfully,

*Lake Erie Electric, Inc.*

Sean M. Mondello

Project Manager

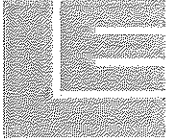
CORPORATE OFFICE: 25730 First Street, PO Box 450859, Westlake, Ohio 44145 Phone: 440-835-5565 Fax: 440-835-5688



Project Warren County Jail Contractor's  
 Name Lebanon, OH Contract No. 1822-000121  
 County Montgomery Project No. \_\_\_\_\_ Phase Contr. No. \_\_\_\_\_  
 Change Order No. TBD for Changes \_\_\_\_\_  
 Subcontractor Name and Address I.D. No. \_\_\_\_\_ Phase Contr. No. \_\_\_\_\_  
LAKE ERIE ELECTRIC, INC. Type of Contract ELECTRICAL  
360 INDUSTRIAL DRIVE  
FRANKLIN, OH 45005

A. Labor Summary (exclude fringes) - GC 7.7.2.2		<b>Premium Portion</b> <sup>1</sup>		
<b>Personnel Classification</b>	<b>Regular Rate</b>			
Journeyman _____ hours x <u>30.00</u> /hour		_____ /hour	=	_____
Foreman _____ hours x <u>33.00</u> /hour		_____ /hour	=	_____
Gen Fore _____ hours x <u>35.40</u> /hour		_____ /hour	=	_____
PM _____ hours x <u>80.00</u> /hour		_____ /hour	=	_____
				Total (B) \$ _____
B. Fringes - GC 7.7.2.3				
Journeyman _____ hours x <u>20.19</u> /hour		_____ /hour	=	_____
Foreman _____ hours x <u>19.84</u> /hour		_____ /hour	=	_____
Gen Fore _____ hours x <u>19.96</u> /hour		_____ /hour	=	_____
PM _____ hours x _____ /hour		_____ /hour	=	_____
				Total (C) \$ _____
C. Allowable Payroll Expenses - GC 7.7.2.4				
Journeyman _____ hours x <u>6.60</u> /hour		_____ /hour	=	_____
Foreman _____ hours x <u>7.26</u> /hour		_____ /hour	=	_____
Gen Fore _____ hours x <u>7.79</u> /hour		_____ /hour	=	_____
PM _____ hours x _____ /hour		_____ /hour	=	_____
				Total (D) \$ _____
D. Equipment Rental (attach itemized quotes / invoices)				Total (D) \$ _____
E. Administrative and Processing fees				Total (E) \$ _____
F. Trucking (attach itemized supporting documentation)				Total (F) \$ _____
G. Material (attach itemized supporting documentation)				Total (G) \$ <u>1,018.71</u>
	<b>Sub Total</b>			\$ <u>1,018.71</u>
H. Contractor Overhead and Profit GC 7.7.2.10	x 15.00%			Total (H) \$ <u>152.81</u>
I. Subcontractor Tier Cost (attach itemized supporting documentation) GC 7.7.2.10.1				Total (I) \$ _____
J. Subcontractor Tier Markup	x 5.00%			Total (J) \$ _____
K. Miscellaneous - GC 7.7.2.12				
1. Premium portion (labor and fringes) only for approved overtime				Total (K) \$ _____
- attach itemized supporting documentation <sup>2</sup>				
	<b>Grand Total (Sub Total + H + I + J + K)</b>			\$ <b>1,171.52</b>

1. Premium portions are shown on Line (K), sub-totals are not shown. Premium portion is the difference between Overtime and Regular-time Rates  
 2. Not applicable to all change orders. Subject to review and acceptance of Contracting Authority.



# Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 2

360 Industrial Drive, Franklin, Ohio 45005 Phone: 937-743-1220 Fax: 937-743-

*Established 1952*

## WARREN COUNTY JAIL MATERIAL COMPILATION

FROM TAKEOFF	\$	-
Kendall	\$	1,018.71

**NET MATERIAL TOTAL \$ 1,018.71**



KENDALL ELECTRIC  
11310 MOSTELLER ROAD  
CINCINNATI, OHIO 45241

CUSTOMER

LAKE ERIE

JOB NAME

WAREN COUNTY JAIL

DATE

11/2/2020

CHANGE

BULLETIN 22

ADD/DEDUCT QUANTITY

TYPE

TOTAL

DEDUCT

0

R2 - NON RETURNABLE

ADD

7

S26

\$ 145.53 \$ 1,018.71

\$ 1,018.71

ZACH DUNCAN


# WfB BOLIN COMPANY

## INDUSTRIAL & COMMERCIAL PAINTING CONTRACTORS

4100 Fisher Road Columbus, Ohio 43228

Phone: 614-276-6397 Fax: 276-2490

wfbolinpainting@yahoo.com

<b>Proposal Submitted To:</b>	<b>Phone:</b> <b>Fax:</b>	<b>Date:</b> 12/4/2020
<b>Name:</b> Granger	<b>Job Name:</b> Warren County Jail	
<b>Attn:</b> Jason Kaminski	<b>Street:</b>	
<b>Street:</b>	<b>City &amp; State:</b> Lebanon, Ohio	
<b>City &amp; State:</b>	<b>Bid Date:</b>	
We hereby submit specifications and estimates for painting:  <b>Bulletin 22</b>  Painting added walls and exposed ceiling in room E6-01.  Labor - 13 Hours @ \$68.83/hour = \$894.79 Material - 15 Gallons @ 20.63/gallon = \$309.45  <b>Total: \$1,204.24</b>		
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost, will be executed only upon written orders, and will become an extra charge over and above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.		
		 Authorized Signature
<b>Acceptance of Proposal</b> The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.		
Authorized Signature		Date

AN EQUAL OPPORTUNITY EMPLOYER

WF BOLIN PRICE					
CODE	DESCRIPTION	RETAIL PRICE PER GALLON	RETAIL PRICE/5GAL	WHOLESALE PRICE PER GALLON	WHOLESALE PRICE/5GAL
6-2/01	SPEEDHIDE I/F LTX WALL SEALER	\$29.00	\$125.00	\$18.13	\$78.13
17-921/01	SEAL GRIP I/E LTX STN BLOCK PR	\$70.00	\$330.00	\$43.75	\$208.25
6-15/05	SPEEDHIDE I/E LTX BLOCK FILLER		\$99.00		\$61.88
6-70	SPEEDHIDE INTERIOR FLAT	\$34.00	\$150.00	\$21.25	\$93.75
6-411	SPEEDHIDE INTERIOR EGGSHELL	\$33.00	\$145.00	\$20.63	\$90.63
6-500	SPEEDHIDE I/SG LTX	\$38.00	\$170.00	\$23.75	\$108.25
6-610xi	SPEEDHIDE EXTERIOR FLAT	\$56.00	\$260.00	\$35.00	\$162.50
6-2040xi	SPEEDHIDE EXTERIOR SATIN	\$61.00	\$285.00	\$38.13	\$178.13
90-912/01	PITT-TECH PLUS I-E/F WHITE PRM	\$80.00	\$380.00	\$50.00	\$237.50
YG1	PITT-TECH PLUS DTM	\$80.00	\$395.00	\$50.00	\$246.88
YF1	PITT-TECH PLUS SEMI	\$79.00	\$380.00	\$49.38	\$237.50
94-258/01	ALKYD F/D 2.8 RED IRON OXIDE	\$82.00	\$390.00	\$51.25	\$243.75
4-603/01	PERMA-CRETE ALKALI RES PRIMER	\$72.00	\$340.00	\$45.00	\$212.50
16-340/01	PITT-GLAZE WB1 I/EGG NEUTRAL	\$68.00	\$320.00	\$42.50	\$200.00
16-540/01	PITT-GLAZE WB1 I/SG NEUTRAL	\$68.00	\$320.00	\$42.50	\$200.00
16-510/01	PITT-GLAZE WB1 I/SG WH/PSTL	\$68.00	\$320.00	\$42.50	\$200.00
16-310/01	PITT-GLAZE WB1 I/EGG WH/PSTL	\$68.00	\$320.00	\$42.50	\$200.00
6-724X/05	SUPERTECH WB S/G DRY FOG-		\$150.00		\$93.75
6-725X/05	SUPERTECH WB I/F DRY FOG-WHITE		\$120.00		\$75.00
98-101/01	AQUAPON WB EPXY-COMP B LOW	\$192.00	\$940.00	\$120.00	\$587.50
98-100/01	AQUAPON WB S/G EPOXY-COMP B	\$192.00	\$940.00	\$120.00	\$587.50
98-1/01	AQUAPON WB EPXY WHITE-COMP	\$192.00	\$940.00	\$120.00	\$587.50



# Tritonservices,inc.

8162 Duke Boulevard • Mason, OH 45040

Corporate Office: (513) 679-6800

**PROJECT:**

**WARREN COUNTY JAIL**

822 Memorial Drive

Lebanon, OH

Date: Dec 8, 2020

Triton Services CO No.: TBD

Re: Bulletin 22

Relocate 2 sheet metal branch lines and associated VAVs, mech piping, and supply run outs in area E4. Addition of 3 side wall diffusers, 2 for the transfer grilles, and 1 replacing a lay in diffuser.

Triton Cost: \$	1,263.18
Bond: \$	-
CO Net: \$	1,263.00

Please feel free to contact me if you have any questions, comments or concerns regarding this change order.

Cordially,

Brian Ritter

Project Manager

## ESTIMATE RECAP

WARREN COUNTY JAIL			DATE: 12/8/2020		C.O.# Bulletin 22	
Job Number: <b>194386</b>						
DESCRIPTION OF COSTS	LABOR (Sheetmetal)			MATERIAL COSTS		
	mh's	rate	cost			
1. Material/Equipment			\$ -			
2. Sheet Metal Labor	12	\$68.71	\$ 824.52	\$ -		
3. Expendables *	~	~	~	\$ -		
4. Equip./tool rentals*	~	~	~			
5. Drafting/ sketching			\$ -			
6. Coordination			\$ -			
7. Pipe Fitters	6	\$73.11	\$ 438.66			
8. Clean-up			\$ -			
9. Warranty	~	~	\$ -			
10. Start-up / Testing			\$ -			
11. Trucking			\$ -			
12. Parking / Travel	~	~	\$ -			
<b>13. Subtotal</b>	18	mh's	\$ 1,263.18	\$ -		
14. Total Labor & Material:				\$ 1,263.18		
15. Subcontracts:						
16						
17						
18						
19						
20						
21. Overhead:				\$ -		
<b>22. SUBTOTAL:</b>				\$ 1,263.18		
<b>23. Profit:</b>		0%		\$ -		
24. Total Cost & Profits before Bonds and other cost				\$ 1,263.18		
25. Bond:		0.00%		\$ -		
26. Sales Tax: (* expendables and rentals taxable on public work)				private work 0.00%	public work 0.00%	\$ -
27. Permits:		HVAC: \$ -	Press. Piping: \$ -	Boiler: \$ -	\$ -	
<b>28. TOTAL PRICE OF CHANGE PROPOSAL:</b>				<b>\$ 1,263.00</b>		
29. Extension of Time due to this Change Order is:				Workdays	<input checked="" type="checkbox"/>	Deferred
30. This proposal based on:			<input checked="" type="checkbox"/> Straight Time	Overtime	<input type="checkbox"/>	Shiftwork
31. This proposal is void unless a written Change Order or written Notification to Proceed is received by: _____ (30 calendar days if no date shown)						
32. Extended Overhead Cost:		<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Deferred	<input type="checkbox"/> N / A		
<b>COMMENTS:</b>						

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

# Resolution

Number 21-0142

Adopted Date February 02, 2021

**RESOLUTION IN SUPPORT OF THE WARREN COUNTY PARK BOARD'S OHIO PUBLIC WORKS COMMISSION CLEAN OHIO FUNDS GREENSPACE CONSERVATION PROGRAM GRANT**

WHEREAS, the Warren County Park Board is applying for grant funds from the Ohio Public Works Commission (OPWC) Clean Ohio Greenspace Conservation program to purchase 38.5 acres for the creation of a nature preserve in the Village of South Lebanon and Union Township that includes 2,500 feet of riparian riverbank along the Little Miami River; and

WHEREAS, the grant application will preserve in perpetuity river corridor along a state and national scenic river and will provide source water protection to the County's wellfields located in the Little Miami River aquifer; and

WHEREAS, this Board desires to support this project and has committed to provide the funds needed for the local match required under the grant program; and

NOW THEREFORE, BE IT RESOLVED, to support the Warren County Park Board's Ohio Public Works Commission Clean Ohio fund Green Space Conservation Program Grant application for the purchase of 38.5 acres to establish the Little Miami Nature Preserve.

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

CGB

cc: Commissioners file  
Warren County Park Board (file)  
Water/Sewer (file)



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

# Resolution

Number 21-0143

Adopted Date February 02, 2021

AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN A REAL ESTATE PURCHASES AND SALES AGREEMENT WITH LORI HOLTZMAN FOR PROPERTY WITHIN WARREN COUNTY, OHIO

WHEREAS, it is the desire of this Board to purchase 6.5 acres of undeveloped land located in the Village of South Lebanon, and as identified in the attached Purchase and Sales Agreement; and

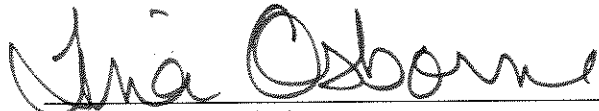
NOW THEREFORE BE IT RESOLVED, that the President of the Board is authorized to sign a Real Estate Purchase and Sales Agreement with Lori Holtzman. Copy of said agreement is attached hereto and made a part hereof.

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: c/a—Holtzman, Lori  
Water/Sewer (File)

## REAL ESTATE PURCHASE AND SALES AGREEMENT

THIS REAL ESTATE PURCHASE AND SALES AGREEMENT ("Agreement") is entered into at Warren County, Ohio, by and between Lori Holtzman (the "Seller") and the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, a county and political subdivision of the State of Ohio (the "Buyer").

### RECITALS

A. Seller is the owner of the following identified parcels of land, which are more particularly described in the vesting deed attached hereto as Exhibit A.

Parcel #	Account #	Jurisdiction	Owner	Acres
13-31-301-008	6808441	S. Leb. Village	Lori Holtzman	0.276/ Lots 24 & 25 Amburgy Sub.
13-31-301-006-1	6808468	S. Leb. Village	Lori Holtzman	7.15
13-31-301-006-2	6808476	S. Leb. Village	Lori Holtzman	10.16

B. Seller's sister-in-law is the owner of the following identified parcels of land, which are more particularly described in the vesting deed attached hereto as Exhibit B.

13-31-326-003-1	6802796	S. Leb. Village	Ginger Spicer Mandelstein	9.9931
13-31-326-003-2	6604412	Union Twp.	Ginger Spicer Mandelstein	17.4259

C. Buyer desires to purchase a part of the real estate identified in paragraph A above, by surveying and dividing a 6.5 acre parcel as shown on Exhibit C, together with all appurtenant rights, easements and privileges and improvements thereon which shall be referred to in this Agreement as the "Premises."

D. Seller is willing to sell the Premises to Buyer as long as Buyer is willing to also buy the remainder acreage of the land identified in paragraph A above (remaining after the 6.5 acres are divided), along with all of the parcels identified in paragraph B above pursuant to a separate written real estate purchase sales agreement.

E. Buyer is willing to buy the Premises on the terms and conditions set forth herein. Buyer is also willing to buy the remainder acreage in paragraph A above (remaining after the 6.5 acres are divided) and the parcels identified in paragraph B above by entering into a separate written real estate purchase sales agreement for such lands.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows.

## TERMS AND CONDITIONS

1. **DEFINITIONS.** Certain terms used herein are defined below; other terms are defined within the text of this Agreement. Any word used in this Agreement shall be construed to mean either singular or plural as indicated by the number of signatures at the end of this Agreement.

1.1 Closing shall mean the consummation of the purchase and sale of the Premises in accordance with the terms and conditions of this Agreement which shall survive the closing and not be subject to merger by deed or estoppel.

1.2 Earnest Money Deposit shall mean the FOUR HUNDRED FIFTY and 00/100 DOLLARS (\$450.00) deposit toward the Purchase Price given by Buyer to Seller that shall be applicable toward the purchase price at closing, or to be refunded to Buyer as provided herein.

1.3 Effective Date of this Agreement shall be the date on which the last party to sign executes this Agreement.

1.4 Purchase Price shall mean the Purchase Price calculated at the rate of FORTY THOUSAND and 00/100 Dollars (\$40,000.00) per acre, for a total of TWO HUNDRED SIXTY THOUSAND and 00/100 DOLLARS (\$260,000).

1.5 Permitted Exceptions are those items described in Section 5 hereof.

1.6 Review Period shall mean a period of ONE HUNDRED TWENTY (120) days following the Effective Date of this Agreement.

1.7 Title Company shall mean any Title Insurance Company selected by Buyer. All costs relating to the services of the Title Company shall be borne by Buyer.

1.8 Closing Agent shall mean any Closing Agent selected by Buyer. All costs relating to the services of the Closing Agent shall be borne by Buyer.

2. **PURCHASE AND SALE OF PREMISES.** Subject to the terms and conditions set forth herein, Seller hereby agrees to sell the Premises to Buyer, and Buyer hereby agrees to purchase the Premises from Seller.

1. **PURCHASE PRICE.** The Purchase Price for the Premises shall be payable in the following manner.

1.9 Earnest Money Deposit. Within ten (10) days after the Effective Date, Buyer will deposit with Seller the Earnest Money Deposit, which deposit the Seller shall hold and apply toward the purchase price if the transaction closes, or refund in accordance with Section 4 hereafter.

1.10 Balance of Purchase Price. The balance of the Purchase Price, subject to such adjustments as set forth below, credits, deductions and prorations, as required herein, shall be paid by check issued by the Warren County Auditor payable to Seller.

## 2. DUE DILIGENCE CONTINGENCIES; REVIEW PERIOD.

2.1 Review Period. During the Review Period, Buyer may conduct review, inspection, and feasibility studies of the Premises and its usefulness for Buyer's intended purposes, and may pursue obtaining any approvals, consents and agreements, as Buyer deems necessary or appropriate in Buyer's sole judgment.

2.2 Termination. If Buyer determines for any reason in Buyer's sole judgment that the Premises are not suitable in any respect, Buyer may terminate this Agreement by delivering written notice of termination to Seller on or before the expiration of the Review Period. Upon such termination, the Earnest Money Deposit shall be returned to Buyer by Seller within three (3) business days of receipt of such notice of termination and neither party shall have any further obligations hereunder.

2.3 Specific Review Items. Without limiting the scope or extent of Buyer's review of the Premises as described in 4.1 above, the satisfaction or waiver of each of the following conditions shall be included among the items to be reviewed by Buyer during the Review Period and shall be conditions precedent to Buyer's obligations hereunder:

(a) Title and Survey. Buyer may obtain, at Buyer's expense, a commitment for an owner's fee title insurance policy ("Commitment") from a Title Company, or a Title Certification from a licensed attorney. In addition, Buyer shall obtain, at Buyer's expense, a survey of the Premises ("Survey") following the execution of this Agreement, which survey shall depict new boundary lines for the 6.5 acres, all easements, available utility service, encroachments, rights-of-way and other matters of record pertaining to or affecting the Premises plotted thereon and showing the location, area and dimensions of all improvements, easements, streets, roads, railroad spurs, flood hazards and alleys on or abutting the Premises, and providing the legal description of the Premises, prepared and certified in accordance with the ALTA minimum Standards for Ohio Land Title Surveys. Buyer may object to any easements, encroachments, and rights-of-way including without limitation any benefiting any property other than the Premises. If the Commitment or Title Certification and/or Survey shows that the Premises is unmarketable or is subject to matters other than the Permitted Exceptions, Buyer shall deliver written notice of such defect and evidence of the same including a copy of Buyer's Commitment or Title Certification, to Seller within thirty (30) days following the receipt of the Commitment or Title Certification and Survey. Seller, at Seller's sole cost shall have the option to remedy or remove such unacceptable exceptions prior to the expiration of the Review Period (unless the parties mutually agree to an extension of time by executing an addendum to this Agreement), or to terminate this Agreement. If Seller cannot or will not remedy or remove such unacceptable exceptions on or before the expiration of the Review Period, Seller shall so notify Buyer in writing prior to the expiration of the Review Period. Buyer thereafter may either waive such unacceptable exceptions or may cancel this Agreement as provided for in Section 4.2 hereof. Notwithstanding the foregoing, any monetary liens and encumbrances shall be paid for and removed at Closing out of the Purchase Price unless otherwise removed by Seller prior to Closing.

(b) Contract Review. Within thirty days of the Effective Date, Seller shall

provide to Buyer who may review all of the contracts, leases, and licenses affecting the Premises and inspect all books and records relating to the operation of Premises, the results of which review must be satisfactory to Buyer in its sole discretion. Any contract or agreement which Buyer does not desire to assume, in Buyer's sole determination, must be cancelled by Seller on or before the date of Closing.

(c) Building, Floodway, Zoning and Other Permits. Confirmation by Buyer to Buyer's satisfaction that Buyer has or will be able to obtain all Permits necessary, in Buyer's sole judgment, for the development and operation of the Premises for Buyer's intended use. "Permits" shall mean all building permits, floodway permits, zoning permits including without limitation rezoning, classifications, zoning modifications, variances, special use permits, special exceptions, and any other governmental approvals, investigations and authorizations necessary, in Buyer's sole judgment, to allow Buyer to utilize the Premises for Buyer's intended use. Seller and Buyer shall cooperate with each other in seeking building, floodway, zoning and any other required local Permits, and Seller will join with Buyer in the execution of any applications for Permits, as required.

(d) Environmental and Physical Inspections. Inspections by Buyer and Buyer's various agents, at Buyer's sole expense, including, without limitation, the following to determine, in Buyer's sole discretion, that the Premises is in condition suitable for Buyer's intended use:

(e) Geotechnical/Hydrogeological Analysis. During the Review Period, Buyer and its various agents, to perform geotechnical borings at up to four locations on the Premises with the exact location of which shall be determined by the Buyer. A hydrogeological analysis will be performed by Buyer to confirm the Premises can be developed as a wellfield at sufficient production rates, in the Buyer's sole determination, to meet Buyer's needs.

(f) Groundwater Analysis. As part of the hydrogeological analysis, Buyer will collect groundwater samples from the four borings and perform analysis of the chemical constituents required by the Ohio EPA for wellfield development. Test results must meet the Buyer's and the Ohio EPA's requirements.

(g) Ohio EPA Site Visit. The Ohio EPA shall be entitled to enter the Premises and perform a visual inspection and evaluation.

Seller hereby grants a temporary license to Buyer and its various agents to enter onto the Premises and to conduct all of the environmental and physical inspections during the Review Period. Buyer shall repair or restore the Premises to as reasonably close to its condition prior to Buyer or its agents entering onto the Premises, except, Buyer shall not be responsible for any repairing, restoring or paying for damage to growing crops or gardens.

In the event that any condition described in this Section 4.3 remains unsatisfied as of the Closing, in the Buyer's sole judgment, then the Buyer may elect to proceed with Closing, waiving any such condition, or the Buyer may, by written notice, terminate this Agreement, and shall receive a full and prompt refund of the Earnest Money Deposit from Seller within three (3)

business days of receipt of such notice and neither party shall have any further obligations hereunder.

4.4 Prior to Closing. In addition to the due diligence contingencies set out above, Buyer's obligations under this Agreement are conditioned upon the satisfaction, in Buyer's sole discretion, of the following specific conditions prior to the Closing:

(a) State Funding Award. Buyer being awarded state funding for acquisition of the remainder acreage in paragraph A above (remaining after the 6.5 acres are divided) and the parcels identified in paragraph B above which are subject of the aforementioned separate real estate purchase sales agreement.

(b) Survey and initial deed. The said Survey being filed and an initial deed creating the Premises being approved for transfer, conveyance and recording.

(c) Access Rights. The Buyer shall be satisfied that the necessary access, easements, cross-easements and other rights are in place and benefiting the Premises sufficient to provide unrestricted access to and from the Premises.

(d) No Breach of Representations. There shall be no breach or violation of the representations and warranties made by Seller under this Agreement.

(e) Performance of All Covenants. Seller shall have performed all covenants, agreements, and obligations and complied with all conditions required by this Agreement to be performed or complied with by Seller prior to the Closing Date, and no default hereunder by Seller shall have occurred and be occurring.

(f) No Title Exceptions. No exceptions to title shall exist except the Permitted Exceptions and acts done or suffered to be done by Buyer.

(g) Use Disclosure. Seller shall execute an Affidavit of Use in the presence of a Notary Public that discloses present and previous land uses creating any risk of chemical contamination resulting from any activities that occurred on the Premises including without limitation buried chemical or fuel storage tanks, and further discloses any present or past disposal of residential, commercial, industrial or construction debris.

(h) No Environmental Condition. No environmental condition shall have first occurred, have been first disclosed, or have first manifested itself subsequent to the Buyer's waiver of such condition or the end of the Review Period, which condition constitutes a Hazardous Substance as defined herein.

(i) Ohio EPA Approval. Buyer must obtain an approval by the Ohio EPA during the Review Period for use of the Premises by Buyer for a wellfield.

In the event that any condition described in this Section 4.4 remains unsatisfied as of the Closing, in the Buyer's sole judgment, then the Buyer may elect to proceed with Closing, waiving any such condition, or the Buyer may, by written notice, terminate this Agreement, and shall receive a full and prompt refund of the Earnest Money Deposit from Seller within three (3)

business days of receipt of such notice, and neither party shall have any further obligations hereunder.

3. **CONDITION OF TITLE.** At the Closing, Seller shall cause to be recorded the initial conveyance, by Quit-claim Deed, from Seller to Seller creating the Premises, and Seller shall cause to be recorded a second conveyance of the Premises, by General Warranty Deed, with proper release of dower on said deed executed by Seller's spouse, good, merchantable, transferable and insurable fee simple title to the Premises, free from all liens, encumbrances, restrictions, rights-of-way and other matters, excepting only the "**Permitted Exceptions**" as follows: (i) the lien of general real estate taxes and assessments not yet due and payable, subject to proration of taxes as provided herein; (ii) liens or encumbrances of a definite or ascertainable monetary amount which will be paid and discharged in full by or for Seller at or prior to the Closing; and (iii) local ordinances and easements, covenants, conditions and restrictions of record, if any, not otherwise objected to by Buyer under Section 4.3(a) hereof. For clarity purposes, any easement, encroachment, and rights-of-way benefiting any property other than the Premises is not a Permitted Exception.

4. **SELLER'S COVENANTS.** Seller agrees that:

4.1 Within ten (10) days after the Effective Date, Seller shall provide Buyer with true, complete, and accurate copies of the following:

(g) Utility bills incurred on the Premises during the twelve (12) months immediately prior to the date hereof, if any.

(g) All leases, contracts, agreements and commitments, written or unwritten, relating to the Premises include, but not limited to, farm or agricultural use, mineral or gravel extraction, mining, and wellfield production or water extraction .

(h) All surveys, title insurance policies, and all engineering reports relating to the Premises, or any part thereof, that were prepared for Seller or are in Seller's possession or reasonably obtainable by Seller.

(i) Copies of any reports concerning soil, ground water, underground tanks, subsurface conditions, environmental conditions or other information concerning the Premises of which Seller is aware.

4.2 Seller shall maintain the Premises in the same condition as it is on the date of the Seller's execution of this Agreement and in accordance with all requirements of any governmental authority.

4.3 After the Effective Date hereof, and so long as this Agreement remains in effect, Seller shall not encumber the Premises or permit the Premises to become encumbered with any easements, agreements, concessions, licenses, leases, or other third party rights, except as otherwise may be agreed to by Buyer and Seller from time to time prior to Closing.

5. **RESERVED.**

6. **SELLER'S WARRANTIES AND REPRESENTATIONS.** As a material inducement to Buyer to enter into this Agreement, Seller hereby warrants and represents to the Buyer as follows, which representations and warranties shall survive the Closing:

6.1 To the best of Seller's knowledge, the Premises are currently zoned to permit all current uses being made of the Premises, and no portion of the Premises constitutes a non-conforming use. Seller has not received any notice of, nor does it have any knowledge of, any violation or alleged violation of any law, zoning ordinance, fire, building, health, environmental or other code, regulation or rule affecting the Premises.

6.2 Seller has not received any notice and does not have any knowledge of or information as to any existing or threatened condemnation or other legal action of any kind affecting the Premises.

6.3 Seller has not received notice of, nor does it have knowledge of any actual or contemplated special assessments against the Premises, or assessments for general real estate tax purposes affecting the Premises, except as otherwise referred to in this Agreement or as may be disclosed in the Title Commitment.

6.4 No commitments that impose any obligation to make any contribution of land or to install or maintain any improvements have been made by Seller, nor to the best of Seller's knowledge do any exist which do not appear of record, and none will be made, to any governmental unit or agency, utility company, authority, school board, church or other religious body, or to any other organization, group or individual relating to the Premises or its use and development. Any commitments that impose any obligation to make any contribution or reimbursement of money relating to any improvements on the land, such obligation shall remain the obligation of Seller.

6.5 Seller owns fee simple marketable title to the Premises on the date of Closing and will take and perform those acts, which are necessary hereunder in order to fulfill the terms and conditions hereof.

6.6 There are no pending lawsuits, no threatened lawsuits, and no asserted or threatened violations which may affect the Premises or any part thereof or Seller's ability to perform this Agreement.

6.7 There are no private restrictions or conditions by deed or contract relating to the Premises which do not appear of record. Seller has not executed or caused to be executed any document, restricting the development, use, or occupancy of the Premises.

6.8 Seller has not ordered any material, labor or services which could result in the filing of any mechanics' or materialmen's lien against the Premises. As of the date of Closing, the Premises shall be free from mechanic's liens or the possibility of the rightful filing thereof. If any material or labor has been furnished to the Premises within the ninety (90) day period immediately preceding the date of Closing, Seller shall furnish evidence reasonably satisfactory to the Buyer, Title Company or Closing Agent that the payment in full for all such material and labor has been made or provided for.



6.9 The Premises will consist of the 6.5 acres to be created by survey and initial deed.

6.10 Seller is not a foreign person under Section 1445 of the Internal Revenue Code.

6.11 Seller has full authority to enter into and carry out the terms of this Agreement, and Seller's spouse will execute the deed of conveyance releasing his dower interest.

6.12 To the best knowledge of Seller, neither Seller nor any other persons, have used or permitted any Hazardous Materials, as hereinafter defined, to be placed, held, stored or disposed of on the Premises or any portion thereof, in violation of any Hazardous Material Laws, as hereinafter defined, and to Seller's knowledge, the Premises does not now contain any Hazardous Materials or any underground storage tanks.

(g) For purposes of this Agreement, the term "Hazardous Materials" shall mean and include those substances, including without limitation, asbestos or any substance containing asbestos and deemed hazardous under any Hazardous Material Law (defined below), the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions or related materials, or petroleum (including crude oil or any fraction thereof) and any items included in the definition of hazardous or toxic waste, materials or substances under any Hazardous Material Law.

(g) "Hazardous Material Laws" collectively means and includes any present and future local, state, and federal law relating to the environment and environmental conditions without limitation, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§9601-9658, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. §6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251 et seq., the Clean Air Act, 42 U.S.C. §741 et seq., the Clean Water Act, 33 U.S.C. §7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601-2629, the Safe Drinking Water Act, 42 U.S.C. §§300f-300j, and all the regulations, orders, decrees now or hereafter promulgated thereunder.

7. **RESERVED.**

8. **REAL ESTATE TAXES.** Seller shall be responsible for paying all 2020 and prior year real property taxes and assessments, interest and penalties, if unpaid, plus real estate taxes and assessments unable to be paid for 2021 shall be prorated from January 1, 2021 through the date of closing based on the most recent available tax duplicate and credited to Buyer on the Settlement Statement as an adjustment for items unpaid by Seller. Any special assessments applicable to the Property for improvements previously made to benefit the Property certified prior to Closing shall be paid in full by Seller on or before the date of Closing.

9. **CLOSING.**

9.1 Provided all conditions set forth herein have been satisfied or waived, the Closing shall take place on or prior to seven (7) days after the Review Period has expired or otherwise extended as provided herein or by agreement of the parties (the "Closing Date"). The Closing shall occur at such place as agreed by Buyer and Seller. At Closing, Seller and Buyer, as applicable, shall deliver to the other the following:

(a) Satisfactory evidence of the authority and/or identification of the persons executing the conveyance documents to sign such documents and consummate the transaction on behalf of Seller;

(g) A duly authorized and executed General Warranty Deed of Seller with proper release of dower rights, prepared by Buyer's legal counsel at no cost to Seller, in recordable and transferable form conveying good and marketable title to the Premises, subject only to current taxes and assessments not yet due and payable, and Permitted Exceptions;

(h) A duly authorized and executed Seller's Affidavit, in form and substance satisfactory to Buyer and Buyer's Title Company or Closing Agent;

(i) An affidavit in form and substance satisfactory to Buyer stating that all the representations and warranties set forth herein by Seller are true and correct as of the date of Closing and that Seller is not a "foreign persons" as such term is used in section 1445 of the Internal Revenue Code; and

(j) All other documents which may be reasonably required by the Buyer or Buyer's Title Company or Closing Agent to insure Buyer of good and marketable title to the Premises and/or are customary for similar closings in southern Ohio.

9.2 Except as otherwise provided herein, the Seller and Buyer shall each pay for their own respective attorneys. Each party shall be responsible for its own costs and expenses in accordance with the obligations or conditions to be performed by each party hereto. At the time of Closing, Seller and Buyer shall execute and deliver a settlement statement setting forth the Purchase Price with such closing adjustments thereto as may be applicable.

10. **REMEDIES UPON DEFAULT.** In the event Buyer fails, due to no fault or delay caused by Seller, to close on the purchase of the Premises prior to the expiration of the final Review Period, Seller's remedies shall be limited to retaining the Earnest Money Deposit made by Buyer hereunder.

In the event Seller breaches or defaults under any of the terms of this Agreement, and such default is not cured within thirty (30) days after written notice of default from Buyer, Buyer shall be entitled to compel specific performance of this Agreement and recover all costs and reasonable attorney's fees related thereto.

11. **NOTICES.** All notices, elections, requests and other communications hereunder shall be in writing, and shall be deemed sufficiently given when personally delivered or when deposited in the United States mail, postage prepaid, certified or registered, or when delivered to a nationally recognized overnight delivery service and addressed as follows:

If to Seller:

Lori Holtzman  
500 Morrow Road  
South Lebanon, OH 45065  
Ph. ( ) - \_\_\_\_\_  
Email: \_\_\_\_\_

If to Buyer:

Attn. Tiffany Zindel  
County Administrator  
Warren County Board of Commissioners  
406 Justice Drive  
Lebanon, OH 45036  
Ph. 513.695.1241  
Email: [tiffany.zindel@co.warren.oh.us](mailto:tiffany.zindel@co.warren.oh.us)

Copy to (if desired):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Ph. ( ) - \_\_\_\_\_  
Email: \_\_\_\_\_  
Copy to:

Attn. Bruce A. McGary  
Assistant Prosecuting Attorney  
Warren County Prosecutor's Office  
520 Justice Drive, 2<sup>nd</sup> Floor  
Lebanon, OH 45036  
Ph. 513.695.1384  
Email: [bruce.mcgary@warrencountyprosecutor.com](mailto:bruce.mcgary@warrencountyprosecutor.com)

12. **BROKERAGE COMMISSION.** Seller and Buyer each represents to the other that it has no knowledge of any agreement, understanding or fact which would entitle any person, firm or corporation to any such real estate fee or commission in connection with this transaction. If a any such agreement, understanding or fact would entitled anyone to a fee or commission, Seller shall be solely responsible for such fee or commission, and shall hold harmless and indemnify Seller from the same.

13. **EMINENT DOMAIN.** If, prior to the date of the Closing, Seller acquires knowledge of any pending or threatening claim, suit, or proceeding to condemn and/or take all or any part of the Premises under the power of eminent domain; Seller shall immediately notify Buyer, who will have the right to terminate this Agreement by delivering notice thereof to Seller within fifteen (15) days after receiving notice from Seller of such condemnation or taking; and thereupon the Earnest Money Deposit shall be refunded to Buyer and rights and obligations of the parties hereto shall cease. If Buyer elects not to terminate this Agreement pursuant to this Section, the parties shall proceed with the Closing in accordance with the terms hereof without abatement of the Purchase Price, but all proceeds of any condemnation award shall be payable solely to Buyer, and Seller shall have no interest therein.

14. **MISCELLANEOUS.**

14.1 **Survival of Agreement.** The representations, warranties and covenants of Buyer and Seller herein contained or in any a deed of conveyance or any other document executed by Buyer or Seller to effect or consummate the transactions herein intended, shall survive the Closing and be exempt from merger by agreement, deed or estoppel.

14.2 **Agreement Binding.** This Agreement shall be binding upon and shall inure to the benefit of the Seller, their successors and assigns and Buyer and its successors and assigns.

14.3 Headings and Captions. The several headings and captions of the Sections and Subsections used herein are for convenience or reference only and shall, in no way, be deemed to limit, define or restrict the substantive provisions of this Agreement.

14.4 Entire Agreement. This Agreement constitutes the entire agreement of Buyer and Seller with respect to the purchase and sale of the Premises superseding any prior or contemporaneous agreement with respect thereto. No amendment or modification of this Agreement shall be binding upon the parties unless made in writing and signed by both the Seller and Buyer.

14.5 Cooperation. Buyer and Seller shall cooperate fully with each other to carry out and effectuate the purchase and sale of the Premises in accordance herewith and the satisfaction and compliance with all of the conditions and requirements set forth herein. Wherever the approvals of Buyer and Seller as herein set forth are so required, such approvals shall not unreasonably be withheld.


14.6 Governing Law and Venue. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Ohio. The venue for any and all disputes, interpretations, claims or causes of action of any kind shall be brought exclusively in the Warren County [Ohio] Court of Common Pleas, General Division (unless the parties mutually agree in writing to mediation to be conducted in Warren County, Ohio). The parties irrevocably waive the right to bring or remove any and all disputes, interpretations, claims or causes of action of any kind in any other county, state or federal court. Should either party breach this exclusive venue provision, the breaching party shall pay the reasonable attorney's fees and court costs that the other party incurs relating to such action having to be removed to the Warren County [Ohio] Court of Common Pleas, General Division.


14.7 Assignment. Any assignments of this Agreement shall be prohibited unless consented to in writing by all of the parties.

14.8 Risk of Loss. Risk of loss to the Premises shall remain on the Seller until the Closing.

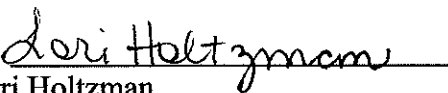
**IN EXECUTION WHEREOF**, the Seller has executed this Agreement on the date set forth below.

Two witnesses as to all Seller:

Signature:   
Print Name: GINGER MANDOLSTEIN  
Date: 1/27/2021

Signature:   
Print Name: James Spicer  
Date: 1/27/2021

Sellers:

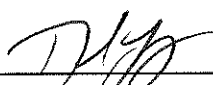
Signature:   
Name: Lori Holtzman  
Date: Jan. 27, 2021

[continued on next pages for signatures and Exhibit A only]

**BUYER:**

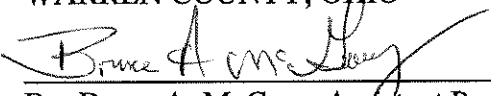
IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, has caused this Agreement to be executed by David G Young, its President or ~~Vice-President~~, on the date stated below, pursuant to Resolution # 21-0114, dated 2/2/2021, a copy of which is attached hereto. 0143

**WARREN COUNTY  
BOARD OF COMMISSIONERS**

SIGNATURE:   
PRINTED NAME: David G Young  
TITLE: President  
DATE: 2/2/2021

Prepared and approved as to form:

DAVID P. FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

  
By: Bruce A. McGary, Assistant Prosecutor  
Date: 2/2/21

**FISCAL OFFICER'S CERTIFICATE**

The undersigned, fiscal officer of the Warren County, Ohio, hereby certifies that the funds required to meet the obligations of Warren County during the year 2021 under the foregoing Agreement have been lawfully appropriated for such purposes and are in the treasury of Warren County or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

\_\_\_\_\_  
Auditor,  
Warren County, Ohio

Dated: \_\_\_\_\_, 2021.

4/49

EXHIBIT A  
(4 Pages)

Above Space Reserved for Recording  
(If required by your jurisdiction, list above the name & address of: 1) where to return this form; 2) preparer; 3) party requesting recording.)

# Quitclaim Deed

Date of this Document: APRIL 30, 2009

Reference Number of Any Related Documents: \_\_\_\_\_

Grantor:

Name JAMES SPICER AKA JAMES THOMAS SPICER  
Street Address 380 KING AVE  
City/State/Zip SO. LEBANON, OH 45065

Grantee:

Name LORI HOLTZMAN  
Street Address 770 SHAWHAN RD  
City/State/Zip MORROW, OH 45152

Abbreviated Legal Description (i.e., lot, block, plat or section, township, range, quarter/quarter or unit, building and condo name): KING AVE AMBURGY SUBDIVISION

Assessor's Property Tax Parcel/Account Number(s): 13313010080, 13313010061, 13313010062

THIS QUITCLAIM DEED, executed this 30<sup>th</sup> day of April, 2009, by first party, Grantor, JAMES SPICER, whose mailing address is P.O. BOX 175, MILFORD OH 45150, to second party, Grantee, LORI HOLTZMAN, whose mailing address is 770 SHAWHAN RD, MORROW OH 45152

WITNESSETH that the said first party, for good consideration and for the sum of \_\_\_\_\_ Dollars (\$ 1.00 ) paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim,

which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of WARREN, State of OHIO  
to wit: \_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first written above. Signed, sealed and delivered in the presence of:

Signature of Witness Laura K. Lander  
Print Name of Witness Laura K. Lander

Signature of Witness Wenda L. Sullivan  
Print Name of Witness Wenda L. Sullivan

Signature of Grantor James Spicer  
Print Name of Grantor James Spicer

State of Ohio  
County of Warren

On 4/30/09, before me, Laura K. Lander, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Laura K. Lander  
Signature of Notary

Affiant Known  Produced ID  
Type of ID Kentucky DL  
(Seal)



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

BOOK 4861 PAGE 256

Exhibit A

(13)

PARCEL I:

13-31-301-008 (HEI)

Located in Range 3, Town 5, Section 31, Union Township and in the Village of South Lebanon, Warren County, Ohio, and being Lot Nos. 24 and 25 as the same are known and designated on the Recorded Plat of Amburgy Subdivision in said Village of South Lebanon.

PLAT BOOK 3 pg 26

PARCEL II

13-31-301-006 (HEI) Parcels 2-3-4

Situated in the Village of South Lebanon, Union Township, Warren County, Ohio, being part of a 31.43 acre tract acquired by F.D. Amburgy and Jelah Amburgy from Arthur Hamilton and Bertha S. Hamilton by Warranty Deed dated 4 October 1947, which Deed is recorded in Volume 168, at Page 577, Warren County Deed Records, and bounded and described as follows:

Beginning at an iron rod in the Southwest line of King Avenue, said beginning point being also the most Easterly corner of Lot No. 26 of the Amburgy Subdivision; thence with the East end of said King Avenue as shown on Recorded Plat of Amburgy subdivision, North 27° 35' East, 36.55 feet to an iron rod, a corner of above mentioned 31.43 acre tract; thence with the East line of said 31.43 acre tract South 12° 00' East, passing an iron rod 219.07 feet and another iron rod at 748.18 feet, a distance of 773 + feet to a point on the low-water line of the right bank of the Little Miami River thence Northwesterly with said low-water line 714 + feet to a point; thence North 4° 14' East, 536 + feet to an iron rod in the back line of Lot No. 18 of Amburgy Subdivision; thence South 57° 57' East, 23.10 feet to the most Southerly corner of said Lot No. 18; thence with the Southwest line of said Amburgy Subdivision South 58° 49' East, 400.00 feet to an iron rod, the most Southerly corner of Lot No. 26 of said Amburgy Subdivision; thence with the Southeast line of said Lot No. 26 North 31° 11' East, 120.00 feet to the place of beginning, containing 2.15 acres, more or less. Subject to all legal roads and streets.

SURVEY REQD.  
FOR FURTHER INFO REFER  
WARREN COUNTY MAP DEPT.

DATE 4-30-29

BY D. C. ...

PARCEL III

Situated in the Village of South Lebanon, Union Township, Warren County, Ohio, being part of a 31.43 acre tract acquired by F.D. Amburgy from Arthur Hamilton and Bertha S. Hamilton by deed dated October 4, 1947, which deed is recorded in Volume 168, page 577, of the Warren County Deed Records and bounded and described as follows: Beginning at an iron rod in the back line of Lot #1, Amburgy Subdivision, said beginning point being 10.77 feet from the most Westerly corner of said Lot #1; thence S. 4° 14' W. 702 plus feet to a point on the low water line of the right bank of the Little Miami River; thence southeasterly with said low water line 378 plus feet to a point; thence N. 4° 14' E. 585 plus feet to an iron rod in the Southwest line of Lot #9 of said Amburgy Subdivision midway between its back corners; thence with the southwest line of said Subdivision N. 53° 35' W. 414.23 feet to the place of beginning, containing 5.10 acres more or less.

BOOK 2234 PAGE 496

BOOK 4861

PAGE 257

WARREN COUNTY

733754

PAGE 3 OF 4



**PARCEL IV**

Situated in the Village of South Lebanon, Union Township, Warren County, Ohio, being part of a 31.43 acre tract required by F.D. Amburgy from Arthur Hamilton and Bertha S. Hamilton by deed dated October 4, 1947, which deed is recorded in Volume 168, page 577, of the Warren County Deed Records and bounded and described as follows:

Beginning at an iron rod in the southwest line of the Amburgy Subdivision, said beginning point being exactly half way between the two back corners of Lot #9, in said Subdivision; thence along the southwest line of said Subdivision S. 53° 35' E. 425.00 feet to an iron rod, the back corner between lots 17 and 18 in said Amburgy Subdivision; thence with the back line of said Lot #18 S. 57° 57' E. 37.66 feet to an iron rod; thence S. 4° 14' W. 536 plus feet to a point on the low water line of the right bank of the Little Miami River; thence with said low water line northeasterly 442 plus feet to a point; thence N. 4° 14' E. 585 plus feet to the place of beginning, containing 5.00 acres more or less.

Included is the right of way on and over a strip (twelve (12) feet wide which was previously granted to the predecessor herein and described as follows:

*PL. 13-31-153 - 003 E ASU, ONLY*

Beginning at the northwest corner of the property hereinbefore described and extending westerly and northerly with the south and west lines of Lot #1, Amburgy Subdivision (now Peters lot) to King Avenue, for the grantee, their heirs and assigns, at all times, to freely pass and repass to and from said King Avenue to said tract as hereinbefore described.

BETH DECKARD - WARREN COUNTY RECORDER

Doc #: 733754 Type: DEED

Filed: 4/30/2009 11:13:33 \$ 44.00

OR Volume: 4861 Page: 255 Return: M

Rec#: 7216

Pages: 4

LORI HOLTZMAN

**TRANSFERRED**  
JUL 25 2009  
SEC. 310.902 COMPILED WITH  
NICK NELSON Auditor  
WARREN COUNTY, OHIO

**BEH DECKARD - WARREN COUNTY RECORDER**  
Doc #: 733754 Type: DEED  
Filed: 4/30/2009 11:13:33 \$ 44.00  
OR Volume: 4861 Page: 255 Return: M  
Rec#: 7216  
Pages: 4

**TRANSFERRED**

APR 30 2009

SEC. 310.902 COMPILED WITH  
NICK NELSON Auditor  
WARREN COUNTY, OHIO

PAGE 4 OF 4

WARREN COUNTY

**BOOK 4861 PAGE 258**  
733754

~~BOOK 2234 PAGE 997~~

EXHIBIT B  
(4 Pages)

(2)

PROBATE COURT OF WARREN COUNTY, OHIO  
WARREN CO PROBATE COURT

Probate Court 143

4/22

ESTATE OF Willard E. Spicer, aka Willard Earl Spicer, DECEASED.

2001 JUL -6 A 10: 03

CASE NO. 081589  
**TRANSFERRED**

JUL 02 2001

**CERTIFICATE OF TRANSFER**

NO. 2

SEC. 319.202 COMPLIED WITH  
WICK HILSON, Auditor  
(Check one of the following)

- Decedent died intestate.
- Decedent died testate.

Decedent died on April 02, 1998 owning the real estate described in this certificate. The persons to whom such real estate passed by devise, descent or election are as follows:

Name	Residence Address	Transferor's share of decedent's interest
Ginger Spicer Pierson	408 Lebanon Rd. South Lebanon, OH 45065	Entire

[Complete if applicable] The real estate described in this certificate is subject to a charge of \$ \_\_\_\_\_ in favor of decedent's surviving spouse, \_\_\_\_\_ in respect of the unpaid balance of the specific monetary share which is part of the surviving spouse's total intestate share.

The legal description of decedent's interest in the real property subject to this certificate is: (use extra sheets, if necessary).

See attached legal description

13-31-326-003 N/S 9,9931 S.S. 16b.  
17,4259 Union Trif

APPROVED  
WARREN CO. MAP DEPT.  
DATE 7-2-2001  
BY HCH

Prior Instrument Reference: Vol. 1520, Page 981 of the Official Records of  
Warren County, Ohio  
Parcel No: 13-31-302-002

ISSUANCE

This Certificate of Transfer is issued this 6th day of June, 2001.

[Signature]  
Probate Judge

CERTIFICATION

I certify that this document is a true copy of the original Certificate of Transfer No. \_\_\_\_\_ issued on  
June 6, 2001 and kept by me as custodian of the official records of this  
Court:

June 6, 2001  
Date

[Signature]  
Probate Judge  
By [Signature]  
Deputy

Legal Description - Tract No. 2 (Ginger)

Situated in Warren County Ohio, Union Township, in the Village of South Lebanon, Section 31, Town 5, Range 3 having frontage on King Ave. and being 27.4190 acres out out of an original Parcel II (O.R. 1520 P 981), in a prior deed recorded as 46.71 acres (D.B. 476 P 643), there being 17.4259 acres in Union Township and 9.9931 acres in the Village of South Lebanon and more particularly described as follows:

Beginning at a set P.K. spike, the centerline of the traveled way King Ave, witness a set  $\frac{1}{4}$ " iron pin S 27 deg 16 min 05 sec W 36.55', the Northeast corner of Lot 26 Amburgy subdivision (Plat Book 3 Page 26), witness a found  $\frac{1}{4}$ " iron pin N 27 deg 16 min 05 sec E 13.28' marking the North R/W (49.5') King Ave.; Thence continuing along King Ave. S 12 deg 09 min 44 sec E 88.08' to a set P.K. spike the West corner Tract 1 and the South corner parcel A (this survey), said point is the South corner Lot 15 and the West corner Lot 10 (46.71 acres) that led to the now abandoned race bridge, said lots are now on Survey Record 107 Page 54, but referred to in O.R. 1520 P 981 as KING POWDER CO. SUBDIVISION (UNRECORDED, BUT ON FILE...); Thence continuing S 12 deg 09 min 44 sec E 118.10' to a set  $\frac{1}{4}$ " iron pin the true point of beginning for the land herein described:

Thence on a new division line S 58 deg 16 min 04 sec E 211.58' to a point in a gravel drive;

Thence continuing S 51 deg 21 min 45 sec E 136.80' to a point in a gravel drive;

Thence continuing S 33 deg 10 min 25 sec E 80.70' to a point in a gravel drive circling the lake;

Thence continuing S 77 deg 18 min 01 sec E 88.02' to a point in a gravel drive circling the lake;

Thence continuing N 70 deg 27 min 48 sec E 39.78' to a point in a gravel drive circling the lake;

Thence continuing N 53 deg 55 min 50 sec E 121.19' to a point in a gravel drive circling the lake;

Thence continuing N 68 deg 11 min 28 sec E 56.18' to a point in a gravel drive circling the lake;

Thence continuing S 89 deg 31 min 07 sec E 173.11' to a point in a gravel drive circling the lake;

Thence continuing S 69 deg 42 min 07 sec E 207.99' to a found iron pin a corner to Tract 1'

Thence continuing up a hill N 31 deg 26 min 51 sec E 475.25' to a set 1/2" iron pin in the line of Little Miami Estates Mobile Home Park (Survey Record 103 P 52); Thence continuing with their line S 54 deg 28 min 00 sec E 168.00' to a found 1/2" iron pin in their South line; Thence continuing with their line N 2 deg 46 min 10 sec E 111.00' to a found 1/2" iron pin; Thence continuing with their line S 77 deg 39 min 30 sec E 533.28' to a point on the West bank of the Little Miami river, a corner to O and J Czech O.R. 450 P 709;

Thence continuing along the river S 6 deg 12 min 00 sec W 176.88' to a point on the West bank, the Northwest corner of Ben Allen (O.R. 1074 P 28), referred to in Vol 117 P 351 "as three acres (no metes and bounds exists defining this property in the Subdivision Plat) opposite the 20.07 ac (Lot 16) out of Lot 10 (46.71 ac)"; Thence continuing along the river S 33 deg 33 min 19 sec W 869.06' to a point on the Northwest bank, the Southwest corner of Allen;

Thence continuing with the line along the river S 70 deg 04 min 00 sec W 265.00' to a point;

Thence continuing with the line along the river N 89 deg 14 min 00 sec W 259.38' to a point;

Thence continuing with the line along the river N 67 deg 48 min 00 sec W 545.16' to a point;

Thence continuing with the line along the river N 52 deg 50 min 00 sec W 251.46' to a point;

Thence continuing with the line along the river N 68 deg 04 min 00 sec W 54.74' to a point in the centerline of King Ave.; Thence along the centerline of King Ave. N 12 deg 09 min 44 sec W 568.34' to the point of beginning containing 27.4190 acres subject to all R/W, Restrictions, and Easements of record in Warren County Courthouse.

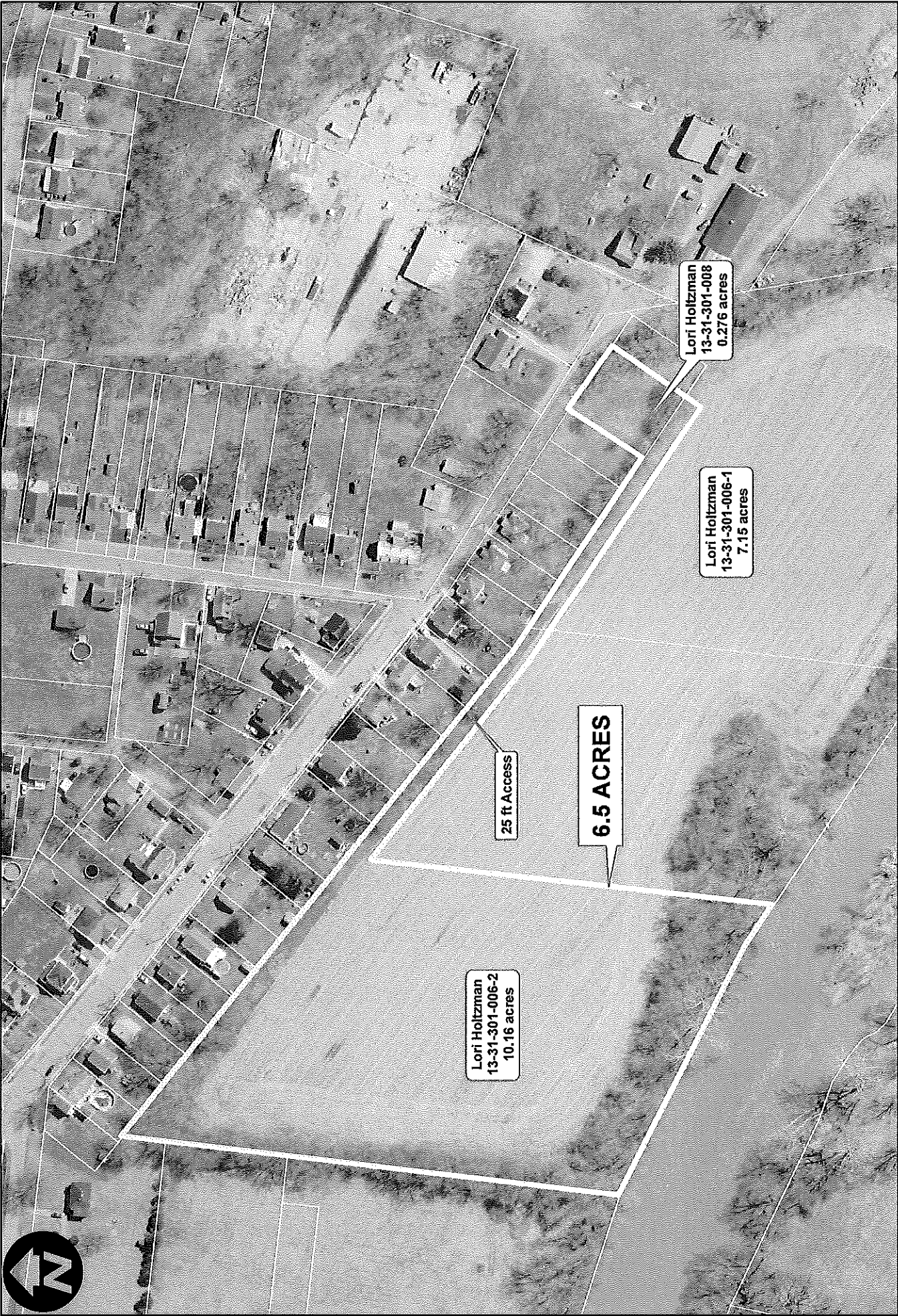
This legal description based on a survey by Ballinger And Associates, James W. Ballinger (licensed surveyor number 6854 in supervisory control), the plat of which is recorded in Vol 113 P 58, field work completed in July 2000,

TRANSFERRED

JUL 02 2001  
ORIG. JAMES W. BALLINGER  
COPY TO JAMES W. BALLINGER  
COMPLETED WITH  
RECORDING BOOK 2211 PAGE 788

BOOK 2211 PAGE 788

ESTH DEKARD - WARREN COUNTY REGISTER  
Doc # 29862 Type: CRT  
File# 7/8/2001 11:21:24 4 22.28  
OR Volume: 2211 Page: 788 Record: 8  
Date: 1/4/04 Page: 4  
JACK HEDGES



**EXHIBIT C**  
**January 2021**

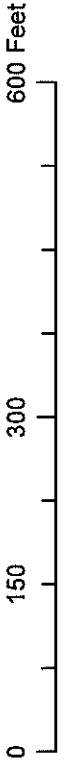
Lori Holtzman  
13-31-301-006-2  
10.16 acres

25 ft Access

6.5 ACRES

Lori Holtzman  
13-31-301-006-1  
7.15 acres

Lori Holtzman  
13-31-301-008  
0.276 acres



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

# Resolution

Number 21-0144

Adopted Date February 02, 2021

AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN A REAL ESTATE PURCHASES AND SALES AGREEMENT WITH GINGER SPICER MANDELSTEIN AND LORI HOLTZMAN FOR PROPERTY WITHIN WARREN COUNTY, OHIO

WHEREAS, it is the desire of this Board to purchase 38.5 acres of undeveloped land located in the Village of South Lebanon, and as identified in the attached Purchase and Sales Agreement; and

NOW THEREFORE BE IT RESOLVED, that the President of the Board is authorized to sign a Real Estate Purchase and Sales Agreement with Ginger Spicer Mandelstein and Lori Holtzman. Copy of said agreement 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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cgb

cc: c/a—Mandelstein, Ginger Spicer  
c/a—Holtzman, Lori  
Water/Sewer (File)

## REAL ESTATE PURCHASE AND SALES AGREEMENT

THIS REAL ESTATE PURCHASE AND SALES AGREEMENT ("Agreement") is entered into at Warren County, Ohio, by and between Lori Holtzman and Ginger Spicer Mandelstein (collectively the "Seller") and the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, a county and political subdivision of the State of Ohio (the "Buyer").

### RECITALS

A. Seller is the owner of the following identified parcels of land, which are more particularly described in the vesting deed attached hereto as Exhibit A.

Parcel #	Account #	Jurisdiction	Owner	Acres
13-31-301-008	6808441	S. Leb. Village	Lori Holtzman	0.276/ Lots 24 & 25 Amburgy Sub.
13-31-301-006-1	6808468	S. Leb. Village	Lori Holtzman	7.15
13-31-301-006-2	6808476	S. Leb. Village	Lori Holtzman	10.16

B. Seller's sister-in-law is the owner of the following identified parcels of land, which are more particularly described in the vesting deed attached hereto as Exhibit B.

13-31-326-003-1	6802796	S. Leb. Village	Ginger Spicer Mandelstein	9.9931
13-31-326-003-2	6604412	Union Twp.	Ginger Spicer Mandelstein	17.4259

C. Seller and Buyer have entered into a separate real estate purchase agreement for 6.5 acres to be surveyed and divided from the lands identified in paragraph A above.

D. Buyer desires to buy the remaining acres identified in paragraph A above (after the 6.5 acres have been surveyed and divided), and the acres identified in paragraph B above (for a combined total of 38.5 acres) as shown on Exhibit C, together with all appurtenant rights, easements and privileges and improvements thereon which shall be referred to in this Agreement as the "Premises."

E. Seller is willing to sell the Premises to Buyer.

F. Buyer is willing to buy the Premises on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows.



## **TERMS AND CONDITIONS**

1. **DEFINITIONS.** Certain terms used herein are defined below; other terms are defined within the text of this Agreement. Any word used in this Agreement shall be construed to mean either singular or plural as indicated by the number of signatures at the end of this Agreement.

1.1 Closing shall mean the consummation of the purchase and sale of the Premises in accordance with the terms and conditions of this Agreement which shall survive the closing and not be subject to merger by deed or estoppel.

1.2 Earnest Money Deposit shall mean the FOUR HUNDRED FIFTY and 00/100 DOLLARS (\$450.00) deposit toward the Purchase Price given by Buyer to Seller that shall be applicable toward the purchase price at closing, or to be refunded to Buyer as provided herein.

1.3 Effective Date of this Agreement shall be the date on which the last party to sign executes this Agreement.

1.4 Purchase Price shall mean the Purchase Price for the 38.5 acres calculated at the rate of FOURTEEN THOUSAND and 00/100 DOLLARS (\$14,000.00) per acre, for a total of FIVE HUNDRED THIRTY NINE THOUSAND and 00/100 DOLLARS (\$539,000).

1.5 Permitted Exceptions are those items described in Section 5 hereof.

1.6 Review Period shall mean a period of ONE HUNDRED TWENTY (120) days following the Effective Date of this Agreement.

1.7 Title Company shall mean any Title Insurance Company selected by Buyer. All costs relating to the services of the Title Company shall be borne by Buyer.

1.8 Closing Agent shall mean any Closing Agent selected by Buyer. All costs relating to the services of the Closing Agent shall be borne by Buyer.

2. **PURCHASE AND SALE OF PREMISES.** Subject to the terms and conditions set forth herein, Seller hereby agrees to sell the Premises to Buyer, and Buyer hereby agrees to purchase the Premises from Seller.

1. **PURCHASE PRICE.** The Purchase Price for the Premises shall be payable in the following manner.

1.9 Earnest Money Deposit. Within ten (10) days after the Effective Date, Buyer will deposit with Seller the Earnest Money Deposit, which deposit the Seller shall hold and apply toward the purchase price if the transaction closes, or refund in accordance with Section 4 hereafter.

1.10 Balance of Purchase Price. The balance of the Purchase Price, subject to such adjustments as set forth below, credits, deductions and prorations, as required herein, shall be paid by check issued by the Warren County Auditor payable to Seller.

2. **DUE DILIGENCE CONTINGENCIES; REVIEW PERIOD.**

2.1 Review Period. During the Review Period, Buyer may conduct review, inspection, and feasibility studies of the Premises and its usefulness for Buyer's intended purposes, and may pursue obtaining any approvals, consents and agreements, as Buyer deems necessary or appropriate in Buyer's sole judgment.

2.2 Termination. If Buyer determines for any reason in Buyer's sole judgment that the Premises are not suitable in any respect, Buyer may terminate this Agreement by delivering written notice of termination to Seller on or before the expiration of the Review Period. Upon such termination, the Earnest Money Deposit shall be returned to Buyer by Seller within three (3) business days of receipt of such notice of termination and neither party shall have any further obligations hereunder.

2.3 Specific Review Items. Without limiting the scope or extent of Buyer's review of the Premises as described in 4.1 above, the satisfaction or waiver of each of the following conditions shall be included among the items to be reviewed by Buyer during the Review Period and shall be conditions precedent to Buyer's obligations hereunder:

(a) Title and Survey. Buyer may obtain, at Buyer's expense, a commitment for an owner's fee title insurance policy ("Commitment") from a Title Company, or a Title Certification from a licensed attorney. In addition, Buyer may obtain, at Buyer's expense, a survey of the Premises ("Survey") following the execution of this Agreement, which survey shall depict new boundary lines for the 38.5 acres, all easements, available utility service, encroachments, rights-of-way and other matters of record pertaining to or affecting the Premises plotted thereon and showing the location, area and dimensions of all improvements, easements, streets, roads, railroad spurs, flood hazards and alleys on or abutting the Premises, and providing the legal description of the Premises, prepared and certified in accordance with the ALTA minimum Standards for Ohio Land Title Surveys. Buyer may object to any easements, encroachments, and rights-of-way including without limitation any benefiting any property other than the Premises. If the Commitment or Title Certification and/or Survey shows that the Premises is unmarketable or is subject to matters other than the Permitted Exceptions, Buyer shall deliver written notice of such defect and evidence of the same including a copy of Buyer's Commitment or Title Certification, to Seller within thirty (30) days following the receipt of the Commitment or Title Certification and Survey. Seller, at Seller's sole cost shall have the option to remedy or remove such unacceptable exceptions prior to the expiration of the Review Period (unless the parties mutually agree to an extension of time by executing an addendum to this Agreement), or to terminate this Agreement. If Seller cannot or will not remedy or remove such unacceptable exceptions on or before the expiration of the Review Period, Seller shall so notify Buyer in writing prior to the expiration of the Review Period. Buyer thereafter may either waive such unacceptable exceptions or may cancel this Agreement as provided for in Section 4.2 hereof. Notwithstanding the foregoing, any

monetary liens and encumbrances shall be paid for and removed at Closing out of the Purchase Price unless otherwise removed by Seller prior to Closing.

(b) Contract Review. Within thirty days of the Effective Date, Seller shall provide to Buyer who may review all of the contracts, leases, and licenses affecting the Premises and inspect all books and records relating to the operation of Premises, the results of which review must be satisfactory to Buyer in its sole discretion. Any contract or agreement which Buyer does not desire to assume, in Buyer's sole determination, must be cancelled by Seller on or before the date of Closing.

(c) Building, Floodway, Zoning and Other Permits. Confirmation by Buyer to Buyer's satisfaction that Buyer has or will be able to obtain all Permits necessary, in Buyer's sole judgment, for the development and operation of the Premises for Buyer's intended use. "Permits" shall mean all building permits, floodway permits, zoning permits including without limitation rezoning, classifications, zoning modifications, variances, special use permits, special exceptions, and any other governmental approvals, investigations and authorizations necessary, in Buyer's sole judgment, to allow Buyer to utilize the Premises for Buyer's intended use. Seller and Buyer shall cooperate with each other in seeking building, floodway, zoning and any other required local Permits, and Seller will join with Buyer in the execution of any applications for Permits, as required.

(d) Environmental and Physical Inspections. Inspections by Buyer and Buyer's various agents, at Buyer's sole expense, including, without limitation, the following to determine, in Buyer's sole discretion, that the Premises is in condition suitable for Buyer's intended use:

(e) Geotechnical/Hydrogeological Analysis. During the Review Period, Buyer and its various agents, to perform geotechnical borings at up to four locations on the Premises with the exact location of which shall be determined by the Buyer. A hydrogeological analysis will be performed by Buyer to confirm the Premises can be developed as a wellfield at sufficient production rates, in the Buyer's sole determination, to meet Buyer's needs.

(f) Groundwater Analysis. As part of the hydrogeological analysis, Buyer will collect groundwater samples from the four borings and perform analysis of the chemical constituents required by the Ohio EPA for wellfield development. Test results must meet the Buyer's and the Ohio EPA's requirements.

(g) Ohio EPA Site Visit. The Ohio EPA shall be entitled to enter the Premises and perform a visual inspection and evaluation.

Seller hereby grants a temporary license to Buyer and its various agents to enter onto the Premises and to conduct all of the environmental and physical inspections during the Review Period. Buyer shall repair or restore the Premises to as reasonably close to its condition prior to Buyer or its agents entering onto the Premises, except, Buyer shall not be responsible for any repairing, restoring or paying for damage to growing crops or gardens.

In the event that any condition described in this Section 4.3 remains unsatisfied as of the Closing, in the Buyer's sole judgment, then the Buyer may elect to proceed with Closing, waiving any such condition, or the Buyer may, by written notice, terminate this Agreement, and shall receive a full and prompt refund of the Earnest Money Deposit from Seller within three (3) business days of receipt of such notice and neither party shall have any further obligations hereunder.

4.4 Prior to Closing. In addition to the due diligence contingencies set out above, Buyer's obligations under this Agreement are conditioned upon the satisfaction, in Buyer's sole discretion, of the following specific conditions prior to the Closing:

(a) State Funding Award. Buyer being awarded state funding for acquisition of the Premises.

(b) Access Rights. The Buyer shall be satisfied that the necessary access, easements, cross-easements and other rights are in place and benefiting the Premises sufficient to provide unrestricted access to and from the Premises.

(c) No Breach of Representations. There shall be no breach or violation of the representations and warranties made by Seller under this Agreement.

(d) Performance of All Covenants. Seller shall have performed all covenants, agreements, and obligations and complied with all conditions required by this Agreement to be performed or complied with by Seller prior to the Closing Date, and no default hereunder by Seller shall have occurred and be occurring.

(e) No Title Exceptions. No exceptions to title shall exist except the Permitted Exceptions and acts done or suffered to be done by Buyer.

(f) Use Disclosure. Seller shall execute an Affidavit of Use in the presence of a Notary Public that discloses present and previous land uses creating any risk of chemical contamination resulting from any activities that occurred on the Premises including without limitation buried chemical or fuel storage tanks, and further discloses any present or past disposal of residential, commercial, industrial or construction debris.

(g) No Environmental Condition. No environmental condition shall have first occurred, have been first disclosed, or have first manifested itself subsequent to the Buyer's waiver of such condition or the end of the Review Period, which condition constitutes a Hazardous Substance as defined herein.

In the event that any condition described in this Section 4.4 remains unsatisfied as of the Closing, in the Buyer's sole judgment, then the Buyer may elect to proceed with Closing, waiving any such condition, or the Buyer may, by written notice, terminate this Agreement, and shall receive a full and prompt refund of the Earnest Money Deposit from Seller within three (3) business days of receipt of such notice, and neither party shall have any further obligations hereunder.

3. **CONDITION OF TITLE.** At the Closing, Seller shall cause to be recorded a conveyance, by General Warranty Deed, with proper release of dower on said deed executed by Seller's spouse, good, merchantable, transferable and insurable fee simple title to the Premises, free from all liens, encumbrances, restrictions, rights-of-way and other matters, excepting only the "Permitted Exceptions" as follows: (i) the lien of general real estate taxes and assessments not yet due and payable, subject to proration of taxes as provided herein; (ii) liens or encumbrances of a definite or ascertainable monetary amount which will be paid and discharged in full by or for Seller at or prior to the Closing; and (iii) local ordinances and easements, covenants, conditions and restrictions of record, if any, not otherwise objected to by Buyer under Section 4.3(a) hereof. For clarity purposes, any easement, encroachment, and rights-of-way benefiting any property other than the Premises is not a Permitted Exception.

4. **SELLER'S COVENANTS.** Seller agrees that:

4.1 Within ten (10) days after the Effective Date, Seller shall provide Buyer with true, complete, and accurate copies of the following:

(g) Utility bills incurred on the Premises during the twelve (12) months immediately prior to the date hereof, if any.

(g) All leases, contracts, agreements and commitments, written or unwritten, relating to the Premises include, but not limited to, farm or agricultural use, mineral or gravel extraction, mining, and wellfield production or water extraction .

(h) All surveys, title insurance policies, and all engineering reports relating to the Premises, or any part thereof, that were prepared for Seller or are in Seller's possession or reasonably obtainable by Seller.

(i) Copies of any reports concerning soil, ground water, underground tanks, subsurface conditions, environmental conditions or other information concerning the Premises of which Seller is aware.

4.2 Seller shall maintain the Premises in the same condition as it is on the date of the Seller's execution of this Agreement and in accordance with all requirements of any governmental authority.

4.3 After the Effective Date hereof, and so long as this Agreement remains in effect, Seller shall not encumber the Premises or permit the Premises to become encumbered with any easements, agreements, concessions, licenses, leases, or other third party rights, except as otherwise may be agreed to by Buyer and Seller from time to time prior to Closing.

5. **RESERVED.**

6. **SELLER'S WARRANTIES AND REPRESENTATIONS.** As a material inducement to Buyer to enter into this Agreement, Seller hereby warrants and represents to the Buyer as follows, which representations and warranties shall survive the Closing:

6.1 To the best of Seller's knowledge, the Premises are currently zoned to permit all current uses being made of the Premises, and no portion of the Premises constitutes a non-conforming use. Seller has not received any notice of, nor does it have any knowledge of, any violation or alleged violation of any law, zoning ordinance, fire, building, health, environmental or other code, regulation or rule affecting the Premises.

6.2 Seller has not received any notice and does not have any knowledge of or information as to any existing or threatened condemnation or other legal action of any kind affecting the Premises.

6.3 Seller has not received notice of, nor does it have knowledge of any actual or contemplated special assessments against the Premises, or assessments for general real estate tax purposes affecting the Premises, except as otherwise referred to in this Agreement or as may be disclosed in the Title Commitment.

6.4 No commitments that impose any obligation to make any contribution of land or to install or maintain any improvements have been made by Seller, nor to the best of Seller's knowledge do any exist which do not appear of record, and none will be made, to any governmental unit or agency, utility company, authority, school board, church or other religious body, or to any other organization, group or individual relating to the Premises or its use and development. Any commitments that impose any obligation to make any contribution or reimbursement of money relating to any improvements on the land, such obligation shall remain the obligation of Seller.

6.5 Seller owns fee simple marketable title to the Premises on the date of Closing and will take and perform those acts, which are necessary hereunder in order to fulfill the terms and conditions hereof.

6.6 There are no pending lawsuits, no threatened lawsuits, and no asserted or threatened violations which may affect the Premises or any part thereof or Seller's ability to perform this Agreement.

6.7 There are no private restrictions or conditions by deed or contract relating to the Premises which do not appear of record. Seller has not executed or caused to be executed any document, restricting the development, use, or occupancy of the Premises.

6.8 Seller has not ordered any material, labor or services which could result in the filing of any mechanics' or materialmen's lien against the Premises. As of the date of Closing, the Premises shall be free from mechanic's liens or the possibility of the rightful filing thereof. If any material or labor has been furnished to the Premises within the ninety (90) day period immediately preceding the date of Closing, Seller shall furnish evidence reasonably satisfactory to the Buyer, Title Company or Closing Agent that the payment in full for all such material and labor has been made or provided for.

6.9 The Premises will consist of the 38.5 acres.

6.10 Seller is not a foreign person under Section 1445 of the Internal Revenue Code.

6.11 Seller has full authority to enter into and carry out the terms of this Agreement, and Seller's spouse will execute the deed of conveyance releasing his dower interest.

6.12 To the best knowledge of Seller, neither Seller nor any other persons, have used or permitted any Hazardous Materials, as hereinafter defined, to be placed, held, stored or disposed of on the Premises or any portion thereof, in violation of any Hazardous Material Laws, as hereinafter defined, and to Seller's knowledge, the Premises does not now contain any Hazardous Materials or any underground storage tanks.

(g) For purposes of this Agreement, the term "Hazardous Materials" shall mean and include those substances, including without limitation, asbestos or any substance containing asbestos and deemed hazardous under any Hazardous Material Law (defined below), the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions or related materials, or petroleum (including crude oil or any fraction thereof) and any items included in the definition of hazardous or toxic waste, materials or substances under any Hazardous Material Law.

(g) "Hazardous Material Laws" collectively means and includes any present and future local, state, and federal law relating to the environment and environmental conditions without limitation, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§9601-9658, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. §6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251 et seq., the Clean Air Act, 42 U.S.C. §§741 et seq., the Clean Water Act, 33 U.S.C. §7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601-2629, the Safe Drinking Water Act, 42 U.S.C. §§300f-300j, and all the regulations, orders, decrees now or hereafter promulgated thereunder.

7. **RESERVED.**

8. **REAL ESTATE TAXES.** Seller shall be responsible for paying all 2020 and prior year real property taxes and assessments, interest and penalties, if unpaid, plus real estate taxes and assessments unable to be paid for 2021 shall be prorated from January 1, 2021 through the date of closing based on the most recent available tax duplicate and credited to Buyer on the Settlement Statement as an adjustment for items unpaid by Seller. Any special assessments applicable to the Property for improvements previously made to benefit the Property certified prior to Closing shall be paid in full by Seller on or before the date of Closing.

9. **CLOSING.**

9.1 Provided all conditions set forth herein have been satisfied or waived, the Closing shall take place on or prior to seven (7) days after the Review Period has expired or otherwise extended as provided herein or by agreement of the parties (the "Closing Date"). The Closing

shall occur at such place as agreed by Buyer and Seller. At Closing, Seller and Buyer, as applicable, shall deliver to the other the following:

(a) Satisfactory evidence of the authority and/or identification of the persons executing the conveyance documents to sign such documents and consummate the transaction on behalf of Seller;

(g) A duly authorized and executed General Warranty Deed of Seller with proper release of dower rights, prepared by Buyer's legal counsel at no cost to Seller, in recordable and transferable form conveying good and marketable title to the Premises, subject only to current taxes and assessments not yet due and payable, and Permitted Exceptions;

(h) A duly authorized and executed Seller's Affidavit, in form and substance satisfactory to Buyer and Buyer's Title Company or Closing Agent;

(i) An affidavit in form and substance satisfactory to Buyer stating that all the representations and warranties set forth herein by Seller are true and correct as of the date of Closing and that Seller is not a "foreign persons" as such term is used in section 1445 of the Internal Revenue Code; and

(j) All other documents which may be reasonably required by the Buyer or Buyer's Title Company or Closing Agent to insure Buyer of good and marketable title to the Premises and/or are customary for similar closings in southern Ohio.

9.2 Except as otherwise provided herein, the Seller and Buyer shall each pay for their own respective attorneys. Each party shall be responsible for its own costs and expenses in accordance with the obligations or conditions to be performed by each party hereto. At the time of Closing, Seller and Buyer shall execute and deliver a settlement statement setting forth the Purchase Price with such closing adjustments thereto as may be applicable.

10. **REMEDIES UPON DEFAULT.** In the event Buyer fails, due to no fault or delay caused by Seller, to close on the purchase of the Premises prior to the expiration of the final Review Period, Seller's remedies shall be limited to retaining the Earnest Money Deposit made by Buyer hereunder.

In the event Seller breaches or defaults under any of the terms of this Agreement, and such default is not cured within thirty (30) days after written notice of default from Buyer, Buyer shall be entitled to compel specific performance of this Agreement and recover all costs and reasonable attorney's fees related thereto.

11. **NOTICES.** All notices, elections, requests and other communications hereunder shall be in writing, and shall be deemed sufficiently given when personally delivered or when deposited in the United States mail, postage prepaid, certified or registered, or when delivered to a nationally recognized overnight delivery service and addressed as follows:

If to Seller:

Copy to (if desired):



Lori Holtzman  
Ginger Spicer Mandelstein  
500 Morrow Road  
South Lebanon, OH 45065  
Ph. ( ) -  
Email: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Ph. ( ) -  
Email: \_\_\_\_\_

If to Buyer:

Attn. Tiffany Zindel  
County Administrator  
Warren County Board of Commissioners  
406 Justice Drive  
Lebanon, OH 45036  
Ph. 513.695.1241  
Email: [tiffany.zindel@co.warren.oh.us](mailto:tiffany.zindel@co.warren.oh.us)

Copy to:

Attn. Bruce A. McGary  
Assistant Prosecuting Attorney  
Warren County Prosecutor's Office  
520 Justice Drive, 2<sup>nd</sup> Floor  
Lebanon, OH 45036  
Ph. 513.695.1384  
Email: [bruce.mcgary@warrencountyprosecutor.com](mailto:bruce.mcgary@warrencountyprosecutor.com)

12. **BROKERAGE COMMISSION.** Seller and Buyer each represents to the other that it has no knowledge of any agreement, understanding or fact which would entitle any person, firm or corporation to any such real estate fee or commission in connection with this transaction. If a any such agreement, understanding or fact would entitle anyone to a fee or commission, Seller shall be solely responsible for such fee or commission, and shall hold harmless and indemnify Seller from the same.

13. **EMINENT DOMAIN.** If, prior to the date of the Closing, Seller acquires knowledge of any pending or threatening claim, suit, or proceeding to condemn and/or take all or any part of the Premises under the power of eminent domain; Seller shall immediately notify Buyer, who will have the right to terminate this Agreement by delivering notice thereof to Seller within fifteen (15) days after receiving notice from Seller of such condemnation or taking; and thereupon the Earnest Money Deposit shall be refunded to Buyer and rights and obligations of the parties hereto shall cease. If Buyer elects not to terminate this Agreement pursuant to this Section, the parties shall proceed with the Closing in accordance with the terms hereof without abatement of the Purchase Price, but all proceeds of any condemnation award shall be payable solely to Buyer, and Seller shall have no interest therein.

14. **MISCELLANEOUS.**

14.1 **Survival of Agreement.** The representations, warranties and covenants of Buyer and Seller herein contained or in any a deed of conveyance or any other document executed by Buyer or Seller to effect or consummate the transactions herein intended, shall survive the Closing and be exempt from merger by agreement, deed or estoppel.

14.2 **Agreement Binding.** This Agreement shall be binding upon and shall inure to the benefit of the Seller, their successors and assigns and Buyer and its successors and assigns.

14.3 Headings and Captions. The several headings and captions of the Sections and Subsections used herein are for convenience or reference only and shall, in no way, be deemed to limit, define or restrict the substantive provisions of this Agreement.

14.4 Entire Agreement. This Agreement constitutes the entire agreement of Buyer and Seller with respect to the purchase and sale of the Premises superseding any prior or contemporaneous agreement with respect thereto. No amendment or modification of this Agreement shall be binding upon the parties unless made in writing and signed by both the Seller and Buyer.

14.5 Cooperation. Buyer and Seller shall cooperate fully with each other to carry out and effectuate the purchase and sale of the Premises in accordance herewith and the satisfaction and compliance with all of the conditions and requirements set forth herein. Wherever the approvals of Buyer and Seller as herein set forth are so required, such approvals shall not unreasonably be withheld.


14.6 Governing Law and Venue. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Ohio. The venue for any and all disputes, interpretations, claims or causes of action of any kind shall be brought exclusively in the Warren County [Ohio] Court of Common Pleas, General Division (unless the parties mutually agree in writing to mediation to be conducted in Warren County, Ohio). The parties irrevocably waive the right to bring or remove any and all disputes, interpretations, claims or causes of action of any kind in any other county, state or federal court. Should either party breach this exclusive venue provision, the breaching party shall pay the reasonable attorney's fees and court costs that the other party incurs relating to such action having to be removed to the Warren County [Ohio] Court of Common Pleas, General Division.

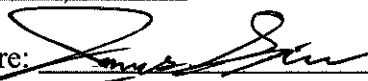
14.7 Assignment. Any assignments of this Agreement shall be prohibited unless consented to in writing by all of the parties.

14.8 Risk of Loss. Risk of loss to the Premises shall remain on the Seller until the Closing.

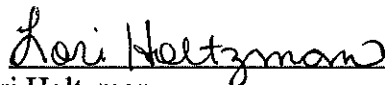
**IN EXECUTION WHEREOF**, the Seller has executed this Agreement on the date set forth below.


Two witnesses as to all Seller:

Signature:   
Print Name: John Louallen  
Date: 1/27/2021

Signature:   
Print Name: James Spicer  
Date: 1/27/2021

Sellers:


Signature:   
Name: Lori Holtzman  
Date: Jan 27th 2021

Signature:   
Name: Ginger Spicer Mandelstein  
Date: 1-28-21

**BUYER:**

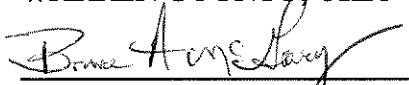
IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, has caused this Agreement to be executed by David B. Young, its President or ~~Vice-President~~, on the date stated below, pursuant to Resolution # 21-0144, dated 2/2/2021, a copy of which is attached hereto.

**WARREN COUNTY  
BOARD OF COMMISSIONERS**

SIGNATURE:   
PRINTED NAME: David B. Young  
TITLE: President  
DATE: 2/2/2021

Prepared and approved as to form:

DAVID P. FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

  
By: Bruce A. McGary, Assistant Prosecutor  
Date: 2/2/21

**FISCAL OFFICER'S CERTIFICATE**

The undersigned, fiscal officer of the Warren County, Ohio, hereby certifies that the funds required to meet the obligations of Warren County during the year 2021 under the foregoing Agreement have been lawfully appropriated for such purposes and are in the treasury of Warren County or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

\_\_\_\_\_  
Auditor,  
Warren County, Ohio

Dated: \_\_\_\_\_, 2021.

4/44

EXHIBIT A  
(4 Pages)

Above Space Reserved for Recording  
(If required by your jurisdiction, list above the name & address of: 1) where to return this form; 2) preparer; 3) party requesting recording.)

# Quitclaim Deed

Date of this Document: APRIL 30, 2009

Reference Number of Any Related Documents: \_\_\_\_\_

Grantor:

Name

JAMES SPICER AKA JAMES THOMAS SPICER

Street Address

380 KING AVE

City/State/Zip

SO. LEBANON, OH 45065

Grantee:

Name

LORI HOLTZMAN

Street Address

770 SHAWHAN RD

City/State/Zip

MORROW, OH 45152

Abbreviated Legal Description (i.e., lot, block, plat or section, township, range, quarter/quarter or unit, building and condo name): KING AVE AMBURGY SUBDIVISION

Assessor's Property Tax Parcel/Account Number(s): 13313010080, 13313010061, 13313010062

THIS QUITCLAIM DEED, executed this 30<sup>th</sup> day of April, 2009, by first party, Grantor, JAMES SPICER, whose mailing address is P.O. BOX 175, MILFORD OH 45150, to second party, Grantee, LORI HOLTZMAN, whose mailing address is 770 SHAWHAN RD, MORROW, OH 45152

WITNESSETH that the said first party, for good consideration and for the sum of \_\_\_\_\_ Dollars (\$ 1.00) paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim,

which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of WARREN, State of OHIO to wit: \_\_\_\_\_

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first written above. Signed, sealed and delivered in the presence of:

Signature of Witness Laura K. Lander  
Print Name of Witness Laura K. Lander

Signature of Witness Wenda L. Sullivan  
Print Name of Witness Wenda L. Sullivan

Signature of Grantor James T. Spicer  
Print Name of Grantor JAMES T. SPICER James Thomas Spicer

State of Ohio  
County of Warren

On 4/30/09, before me, Laura K. Lander, appeared James Spicer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.  
Laura K. Lander  
Signature of Notary

Affiant Known  Produced ID  
Type of ID Kentucky DL  
(Seal)



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

BOOK 4861 PAGE 256

Exhibit A

(13)

**PARCEL I:**

13-31-301-008 (HEH)

Located in Range 3, Town 5, Section 31, Union Township and in the Village of South Lebanon, Warren County, Ohio, and being Lot Nos. 24 and 25 as the same are known and designated on the Recorded Plat of Amburgy Subdivision in said Village of South Lebanon.

PLAT BOOK 3 pg 26

**PARCEL II**

13-31-301-006 (HEH) Parcels 2-3-4

Situated in the Village of South Lebanon, Union Township, Warren County, Ohio, being part of a 31.43 acre tract acquired by F.D. Amburgy and Inah Amburgy from Arthur Hamilton and Bertha S. Hamilton by Warranty Deed dated 4 October 1947, which Deed is recorded in Volume 168, at Page 577, Warren County Deed Records, and bounded and described as follows:

Beginning at an iron rod in the Southwest line of King Avenue, said beginning point being also the most Easterly corner of Lot No. 26 of the Amburgy Subdivision; thence with the East end of said King Avenue as shown on Recorded Plat of Amburgy subdivision, North 27° 35' East, 36.35 feet to an iron rod, a corner of above mentioned 31.43 acre tract; thence with the East line of said 31.43 acre tract South 12° 00' East, passing an iron rod 219.07 feet and another iron rod at 748.18 feet, a distance of 773 ft. feet to a point on the low-water line of the right bank of the Little Miami River thence Northwesterly with said low-water line 714 ft. feet to a point; thence North 4° 14' East, 536 ft. feet to an iron rod in the back line of Lot No. 18 of Amburgy Subdivision; thence South 57° 57' East, 23.10 feet to the most Southerly corner of said Lot No. 18; thence with the Southwest line of said Amburgy Subdivision South 58° 49' East, 400.00 feet to an iron rod, the most Southerly corner of Lot No. 26 of said Amburgy Subdivision; thence with the Southeast line of said Lot No. 26 North 31° 11' East, 120.00 feet to the place of beginning, containing 7.15 acres, more or less. Subject to all legal roads and streets.

SURVEY REQ.  
FOR FURTHER INFO REFER  
WARREN COUNTY MAP DEPT.  
DATE 4-30-29  
BY Dagg

**PARCEL III**

Situated in the Village of South Lebanon, Union Township, Warren County, Ohio, being part of a 31.43 acre tract acquired by F.D. Amburgy from Arthur Hamilton and Bertha S. Hamilton by deed dated October 4, 1947, which deed is recorded in Volume 168, page 577, of the Warren County Deed Records and bounded and described as follows: Beginning at an iron rod in the back line of Lot #1, Amburgy Subdivision, said beginning point being 10.77 feet from the most Westerly corner of said Lot #1; thence S. 4° 14' W. 702 plus feet to a point on the low water line of the right bank of the Little Miami River; thence southeasterly with said low water line 378 plus feet to a point; thence N. 4° 14' E. 585 plus feet to an iron rod in the Southwest line of Lot #9 of said Amburgy Subdivision midway between its back corners; thence with the southwest line of said Subdivision N. 53° 35' W. 414.23 feet to the place of beginning, containing 5.16 acres more or less.

~~BOOK 2237 PAGE 996~~

BOOK 4861 PAGE 257

**PARCEL IV**

Situated in the Village of South Lebanon, Union Township, Warren County, Ohio, being part of a 31.43 acre tract acquired by F.D. Amburgy from Arthur Hamilton and Bertha S. Hamilton by deed dated October 4, 1947, which deed is recorded in Volume 168, page 577, of the Warren County Deed Records and bounded and described as follows:

Beginning at an iron rod in the southwest line of the Amburgy Subdivision, said beginning point being exactly half way between the two back corners of Lot #9, in said Subdivision; thence along the southwest line of said Subdivision S. 53° 33' E, 425.00 feet to an iron rod, the back corner between lots 17 and 18 in said Amburgy Subdivision; thence with the back line of said Lot #18 S. 57° 57' E, 37.66 feet to an iron rod; thence S. 4° 14' W, 536 plus feet to a point on the low water line of the right bank of the Little Miami River; thence with said low water line northerly 442 plus feet to a point; thence N. 4° 14' E. 585 plus feet to the place of beginning, containing 5.00 acres more or less.

Included is the right of way on and over a strip twelve (12) feet wide which was previously granted to the predecessor herein and described as follows:

*Pl. 13-37-153 - 008 EASE ONLY*  
*(LITE)*

Beginning at the northwest corner of the property hereinbefore described and extending westerly and northerly with the south and west lines of Lot #11, Amburgy Subdivision (now Peters lot) to King Avenue, for the grantee, their heirs and assigns, at all times, to freely pass and repass to and from said King Avenue to said tract as hereinbefore described.

BETH DECKARD - WARREN COUNTY RECORDER  
Doc #: 733754 Type: DEED  
Filed: 4/30/2009 11:13:33 \$ 44.00  
OR Volume: 4861 Page: 255 Return: M  
Rec#: 7216 Pages: 4  
LORI HOLTZMAN

**TRANSFERRED**  
JUL 25 2009  
SEC. 310.909 COMPILED WITH  
NICK NELSON Auditor  
WARREN COUNTY OHIO

**TRANSFERRED**  
Doc #: 733754 Type: DEED  
Filed: 4/30/2009 11:13:33 \$ 44.00  
OR Volume: 4861 Page: 255 Return: M  
Rec#: 7216 Pages: 4  
LORI HOLTZMAN

~~BOOK 2234 PAGE 997~~

**TRANSFERRED**  
APR 30 2009

SEC. 310.909 COMPILED WITH  
NICK NELSON Auditor  
WARREN COUNTY OHIO

WARREN COUNTY

**BOOK 4861 PAGE 258**  
733754

PAGE 4 OF 4

EXHIBIT B  
(4 Pages)

②

PROBATE COURT OF WARREN COUNTY, OHIO  
WARREN CO PROBATE COURT

4/22

ESTATE OF Willard E. Spicer, aka Willard Bari Spicer, DECEASED  
2001 JUL -6 A. 10: 03

CASE NO. 081589  
TRANSFERRED

JUL 02 2001

CERTIFICATE OF TRANSFER

NO. 2

SEC. 319.02 COMPLIED WITH  
WICK HILSON, Auditor  
[Check appropriate box(es)]

- Decedent died intestate.
- Decedent died testate.

Decedent died on April 09, 1998 owning the real-estate described in this certificate. The persons to whom such real estate passed by devise, descent or election are as follows:

Name	Residence Address	Transferor's share of decedent's interest
Ginger Spicer Pierson	408 Lebanon Rd. South Lebanon, OH 45065	Entire

[Complete if applicable] The real estate described in this certificate is subject to a charge of \$ \_\_\_\_\_ in favor of decedent's surviving spouse, \_\_\_\_\_ in respect of the unpaid balance of the apportioned monetary share which is part of the surviving spouse's total intestate share.

BOOK 2211 PAGE 785



The legal description of decedent's interest in the real property subject to this certificate is: (use extra sheets, if necessary).

See attached legal description

13-31-326-003 N/S 9.9931 Sa. Leb.  
17.4259 Union Twp.

APPROVED  
WARREN CO. MAP DEPT.  
DATE 7-2-2001  
BY ACH

Prior Instrument Reference: Vol. 1520, Page 981 of the Official Records of  
Warren County, Ohio  
Parcel No: 13-31-302-002

ISSUANCE

This Certificate of Transfer is issued this 6th day of June, 2001.

[Signature]  
Probate Judge

CERTIFICATION

I certify that this document is a true copy of the original Certificate of Transfer No. \_\_\_\_\_ issued on  
June 6, 2001 and kept by me as custodian of the official records of this  
Court:

Date June 6, 2001

Probate Judge

By [Signature]

Deputy

Legal Description - Tract No. 2 (Ginger)

Situated in Warren County Ohio, Union Township, in the Village of South Lebanon, Section 31, Town 5, Range 3 having frontage on King Ave. and being 27.4190 acres out out of an original Parcel II (O.R. 1520 P 981), in a prior deed recorded as 46.71 acres (D.B. 476 P 643), there being 17.4259 acres in Union Township and 9.9931 acres in the Village of South Lebanon and more particularly described as follows:

Beginning at a set P.K. spike, the centerline of the traveled way King Ave, witness a set  $\frac{1}{4}$ " iron pin S 27 deg 16 min 05 sec W 36.55', the Northeast corner of Lot 26 Amburgy subdivision (Plat Book 3 Page 26), witness a found  $\frac{1}{2}$ " iron pin N 27 deg 16 min 05 sec E 13.28' marking the North R/W (49.5') King Ave.; Thence continuing along King Ave. S 12 deg 09 min 44 sec E 88.08' to a set P.K. spike the West corner Tract 1 and the South corner parcel A (this survey), said point is the South corner Lot 15 and the West corner Lot 10 (46.71 acres) that led to the now abandoned race bridge, said lots are now on Survey Record 107 Page 54, but referred to in O.R. 1520 P 981 as KING POWDER CO. SUBDIVISION (UNRECORDED, BUT ON FILE...); Thence continuing S 12 deg 09 min 44 sec E 110.10' to a set  $\frac{1}{2}$ " iron pin the true point of beginning for the land herein described:

Thence on a new division line S 58 deg 16 min 04 sec E 211.58' to a point in a gravel drive;

Thence continuing S 51 deg 21 min 45 sec E 136.80' to a point in a gravel drive;

Thence continuing S 33 deg 10 min 25 sec E 80.70' to a point in a gravel drive circling the lake;

Thence continuing S 77 deg 18 min 01 sec E 88.02' to a point in a gravel drive circling the lake;

Thence continuing N 70 deg 27 min 48 sec E 39.78' to a point in a gravel drive circling the lake;

Thence continuing N 53 deg 55 min 50 sec E 121.19' to a point in a gravel drive circling the lake;

Thence continuing N 68 deg 11 min 28 sec E 56.18' to a point in a gravel drive circling the lake;

Thence continuing S 89 deg 31 min 07 sec E 173.11' to a point in a gravel drive circling the lake;

Thence continuing S 69 deg 42 min 07 sec E 207.99' to a found iron pin a corner to Tract 1'

Thence continuing up a hill N 31 deg 26 min 51 sec E 475.25' to a set 1/2" iron pin in the line of Little Miami Estates Mobile Home Park (Survey Record 103 P 52); Thence continuing with their line S 54 deg 28 min 00 sec E 168.00' to a found 1/2" iron pin in their South line; Thence continuing with their line N 2 deg 46 min 10 sec E 111.00' to a found 1/2" iron pin; Thence continuing with their line S 77 deg 39 min 30 sec E 533.28' to a point on the West bank of the Little Miami river, a corner to O and J Creech O.R. 450 P 709;

Thence continuing along the river S 6 deg 12 min 00 sec W 176.88' to a point on the West bank, the Northwest corner of Ben Allen (O.R. 1074 P 28), referred to in Vol 117 P 251 "as three acres (no metes and bounds exists defining this property in the Subdivision Plat) opposite the 20.07 ac (Lot 16) out of Lot 10 (46.7140)"; Thence continuing along the river S 33 deg 33 min 19 sec W 869.06' to a point on the Northwest bank, the Southwest corner of Allen;

Thence continuing with the line along the river S 70 deg 04 min 00 sec W 265.00' to a point;

Thence continuing with the line along the river N 89 deg 14 min 00 sec W 259.38' to a point;

Thence continuing with the line along the river N 67 deg 48 min 00 sec W 545.16' to a point;

Thence continuing with the line along the river N 52 deg 50 min 00 sec W 251.46' to a point;

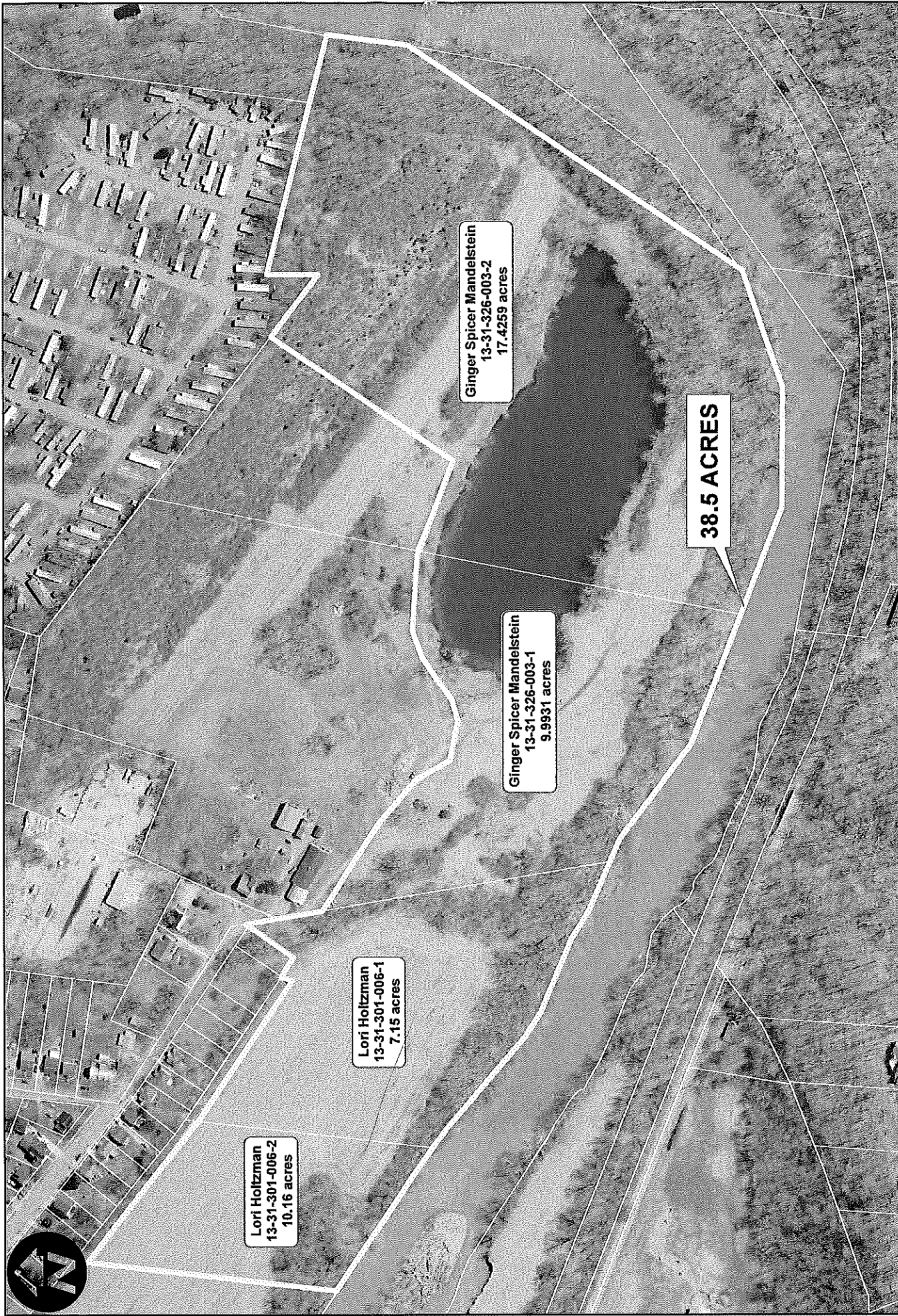
Thence continuing with the line along the river N 68 deg 04 min 00 sec W 54.74' to a point in the centerline of King Ave.; Thence along the centerline of King Ave. N 12 deg 09 min 44 sec W 568.34' to the point of beginning containing 27.4190 acres subject to all R/W, Restrictions, and Easements of record in Warren County Courthouse.

This legal description based on a survey by Ballinger And Associates, James W. Ballinger licensed surveyor number 6854 in supervisory control, the plat of which is recorded in Vol 113 P 58, field work completed in July 2000,

5 TRANSFERRED  
JUL 02 2001  
DEPT. OF REVENUE  
WARREN COUNTY, OHIO  
THIS CASE COMPLETED WITH  
NICK BRESNAHAN, Auditor

BOOK 2211 PAGE 780

BETH JENNINGS - WARREN COUNTY REVENUE  
Doc #: 28982 Type: LST  
Filed: 7/2/2001 11:51:24 \$ 22.00  
OR Volume: 2211 Page: 785 Reverts: 2  
Date: 1/4/01 Pages: 4  
JACK HEDGES



**EXHIBIT C**  
**January 2021**



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

# Resolution

Number 21-0145

Adopted Date February 02, 2021

**ENTER INTO CONTRACT WITH AMERICAN BORING, INC. FOR THE TOWNSHIP LINE ROAD RURAL WATERLINE PROJECT**

WHEREAS, pursuant to Resolution #21-0072, adopted January 19, 2021, this Board approved a Notice of Intent to Award Contract for the Township Line Road Rural Waterline Project to American Boring, Inc., for a total contract price of \$190,733.61; 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 American Boring, Inc., 6895 Pickering Road, Carroll, Ohio, for said project, for a total contract price of \$190,733.61; 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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KHV

cc: c/a—American Boring, Inc.  
Water/Sewer (file)  
OMB Bid file

**SECTION 00 60 10  
CONTRACT**

THIS AGREEMENT, made this 2nd day of Feb, 2021, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and **American Boring Inc., 6895 Pickerington Road, Carroll, 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:

**TOWNSHIP LINE ROAD RURAL WATERLINE PROJECT**

hereinafter called the project, for the sum of \$**190,733.61, one hundred ninety thousand, seven hundred thirty three dollars and sixty one cents**, and all work in connection therewith, under the terms as stated in the General Conditions and Supplemental Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Contract Documents. "Contract Documents" means and includes the following:

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

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and shall complete all work within the following requirements:

Substantial completion: 120 days from Notice to Proceed.

Final completion: Site restoration work completed, and Contract Closeout shall be completed by July 31, 2021.

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

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

OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon written notice to the CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to the 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 in 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 subcontractors 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 Conditions and as amended in the Supplemental Conditions and in such amounts as required by the Contract Documents.

This Contract shall be construed under the laws of the State of Ohio, and the parties hereby stipulate to the venue for any and all claims, disputes, interpretations, litigation of any kind arising out of this Contract being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), as well as waiving any right to bring or remove such matters in or to any other state or federal court.

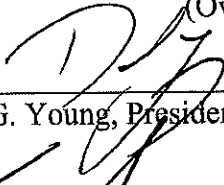
This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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.

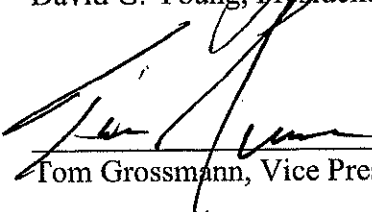
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

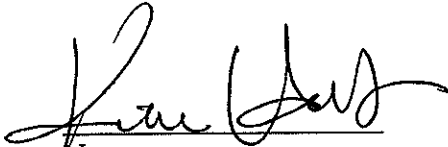
WARREN COUNTY BOARD OF COMMISSIONERS

(Owner)

  
\_\_\_\_\_  
David G. Young, President

ATTEST:

  
\_\_\_\_\_  
Tom Grossmann, Vice President

  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Shannon Jones

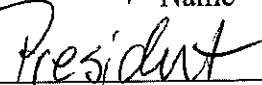
(Seal)

ATTEST:


AMERICAN BORING, INC.

(Contractor)

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

  
\_\_\_\_\_  
President  
Title

Approved as to Form:

  
\_\_\_\_\_  
Assistant Prosecutor



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

# Resolution

Number 21-0146

Adopted Date February 02, 2021

ENTER INTO CONTRACT WITH QUEEN CITY MECHANICALS, INC., FOR THE CARLISLE AREA LIFT STATION UPGRADES – PHASE 2- PROJECT

WHEREAS, pursuant to Resolution 21-0049, adopted January 12, 2021 this Board approved a Notice of Intent to Award Bid for the Carlisle Area Lift Station Upgrades – Phase 2 - Project to Queen City Mechanicals, Inc., for a total bid price of \$175,500.00; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Queen City Mechanicals, Inc., 1950 Waycross Road, Cincinnati, Ohio, for a total contract price of \$175,500.00; 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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: c/a—Queen City Mechanicals, Inc.  
Water/Sewer (file)  
OMB Bid file

**SECTION 00 60 10  
CONTRACT**

THIS AGREEMENT, made this 2nd day of Feb., 2021, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and **Queen City Mechanicals, Inc., 1950 Waycross Road, 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:

**CARLISLE AREA LIFT STATION UPGRADES – PHASE 2 PROJECT**

hereinafter called the project, for the sum of **\$175,500.00, one hundred seventy five thousand, five hundred dollars**, and all work in connection therewith, under the terms as stated in the General Conditions and Supplemental Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Contract Documents. "Contract Documents" means and includes the following:

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

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and shall complete all work within the following requirements:

Substantial completion: 90 days from Notice to Proceed.

Final completion: Site restoration work completed, and Contract Closeout shall be within 120 days from Notice to Proceed.

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

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

OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon written notice to the CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to the 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 in 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 subcontractors 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 Conditions and as amended in the Supplemental Conditions and in such amounts as required by the Contract Documents.


This Contract shall be construed under the laws of the State of Ohio, and the parties hereby stipulate to the venue for any and all claims, disputes, interpretations, litigation of any kind arising out of this Contract being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), as well as waiving any right to bring or remove such matters in or to any other state or federal court.

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

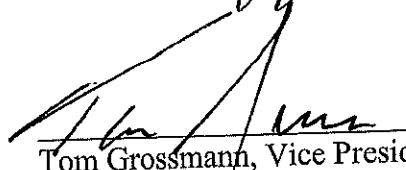
Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in this Agreement shall create any contractual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

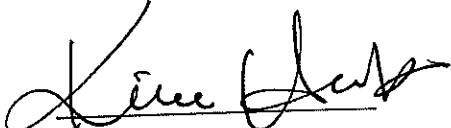
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

WARREN COUNTY BOARD OF COMMISSIONERS  
(Owner)

  
\_\_\_\_\_  
David G. Young, President

ATTEST:

  
\_\_\_\_\_  
Tom Grossmann, Vice President

  
\_\_\_\_\_  
Name

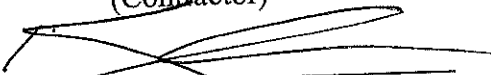
\_\_\_\_\_  
Shannon Jones

(Seal)

ATTEST:

QUEEN CITY MECHANICALS, INC.  
(Contractor)

\_\_\_\_\_

By:   
\_\_\_\_\_  
Name  
President  
\_\_\_\_\_  
Title

Approved as to Form:

  
\_\_\_\_\_  
Assistant Prosecutor

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

# Resolution

Number 21-0147

Adopted Date February 02, 2021

ADJUST BILLING METHOD FOR THE FINAL BILL FOR PENGUIN VENTURES LLC  
CARWASH, ACCOUNT #0339825

WHEREAS, the Penguin Ventures, LLC carwash located at 53 Grandin Road East in Maineville, Ohio is provided water service and sanitary sewer service by Warren County; and

WHEREAS, the service is billed for a 2" meter with a minimum bi-monthly billing usage of 100,000 gallons; and

WHEREAS, the business was sold, and a final bill requested by Penguin Ventures LLC. The billing method for a final bill is based off of usage or the number of days, whichever is greater. The final bill was for 49 days and the customer used 1000 gallons. Based on a 2" meter, the final bill for 49 days is \$351.98 for water and \$381.38 for sewer (totaling \$733.36); and

WHEREAS, the owner has requested that the final bill be adjusted since they used very minimal water usage (1000 gallons); and

WHEREAS, it is the desire of this Board to reduce the final billing usage for the Penguin Ventures, LLC carwash to the minimum bi-monthly usage of 6,000 gallons (5/8" meter size). The final bill based on 49 days using a minimum bi-monthly usage of 6,000 gallons (5/8" meter) would be \$21.12 for water and \$22.88 for sewer (totaling \$44.00); and

NOW THEREFORE BE IT RESOLVED, to direct the Warren County Water and Sewer Department to adjust the water and sewer charges on the final bill for the Penguin Ventures, LLC carwash to minimum bi-monthly usage of 6,000 gallons (5/8" meter size).

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
Account #0339825  
Penguin Ventures, LLC, Carwash  
53 Grandin Road East  
Maineville Ohio 45039

# Resolution

Number 21-0148

Adopted Date February 02, 2021

APPROVE REPLACEMENT OF BRIDGE WA 176-0.13 ON ARMSTRONG ROAD UNDER FORCE ACCOUNT

WHEREAS, there is need to replace structure WA 176-0.13 carrying Armstrong Road over a Branch of O'Bannon Creek in Harlan Township, and

WHEREAS, Neil F. Tunison, P.E., P.S., Warren County Engineer proposes to replace the structure under force account, and

WHEREAS, the County Engineer's estimated cost of the portion of replacement, including labor and materials not purchased under contract as specified under Sections 5543.19 and 5575.01 of the Ohio Revised Code is \$74,124.92 and under the cap of \$100,000 for a bridge, and

WHEREAS, the Engineer's estimate is submitted and to be kept on file with the Board of County Commissioners; and

NOW THEREFORE BE IT RESOLVED, to approve the construction of the bridge under force account provisions of Section 5543.19 and 5575.01 of the Ohio Revised Code.

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)



**ESTIMATED EQUIPMENT**

Each piece of equipment used in a project must be assigned an hourly rate. For equipment owned by the public entity, this rate must reflect the original purchase price of the equipment, maintenance costs, time in service, depreciation, freight, fuel, and hauling. The public office may use any generally accepted rate that reflects all of the aforementioned considerations, or it may use the statewide rates published by the Ohio Department of Transportation and updated on a quarterly basis; however, the office must use the same rate source for all equipment used in a project. Any equipment rented by the public entity must be listed in the form and reflect the rental rate.

Description	Rate per Hour		Hours	=	Total
Track Hoe	\$75.00	X	100	=	\$7,500.00
Compactor, Roller	\$24.00	X	4	=	\$96.00
Dump Truck	\$77.50	X	40	=	\$3,100.00
Dump Truck	\$77.50	X	40	=	\$3,100.00
Pickup Truck	\$15.00	X	40	=	\$600.00
Pickup Truck	\$15.00	X	40	=	\$600.00
Gradal	\$160.00	X	20	=	\$3,200.00
Skid Steer	\$36.00	X	50	=	\$1,800.00
Sweeper	\$25.00	X	4	=	\$100.00
Crew Truck	\$26.50	X	20	=	\$530.00
		X		=	
		X		=	
<b>Total Equipment Estimate</b>					<b>\$20,626.00</b>

**TOTAL ESTIMATED PROJECT COST** \$74,124.92 (labor + materials + equipment)

**Prepared by:** Dominic Brigano  
**Title:** Assistant Bridge Engineer  
**Date:** 1/21/2021



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

# Resolution

Number 21-0149

Adopted Date February 02, 2021

APPROVE REPLACEMENT OF BRIDGE WA 39-0.77 ON WAYNESVILLE ROAD UNDER FORCE ACCOUNT

WHEREAS, there is need to replace structure WA 39-0.77 carrying Waynesville Road over Grays Run in Salem Township; and

WHEREAS, Neil F. Tunison, P.E., P.S., Warren County Engineer proposes to replace the structure under force account; and

WHEREAS, the County Engineer's estimated cost of the portion of replacement, including labor and materials not purchased under contract as specified under Sections 5543.19 and 5575.01 of the Ohio Revised Code is \$79,173.42 and under the cap of \$100,000 for a bridge; and

WHEREAS, the Engineer's estimate is submitted and to be kept on file with the Board of County Commissioners; and

NOW THEREFORE BE IT RESOLVED, to approve the construction of the bridge under force account provisions of Section 5543.19 and 5575.01 of the Ohio Revised Code.

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)

## Force Account Project Assessment Form (Estimate)

Ohio Revised Code 117.16 requires the Auditor of State to develop a force account project assessment form to be used by each public office to estimate or report the cost of a force account project. The form shall include cost for employee salaries and benefits, any other labor costs, materials, freight, fuel, hauling, overhead expense, workers' compensation premiums, and all other items of cost and expense, including reasonable allowances for the use of all tools and equipment used on or in connection with such work and for the depreciation on the tools and equipment.

**This form is to be completed as provided in Auditor of State Bulletin 2003-2004**

Project Name/Number: Waynesville Road Bridge #39-0.77 Replacement

Project Description: Replace existing bridge with a precast concrete box bridge.

The estimated time for the bridge replacement is five weeks.

Proposed Start Date: Spring 2021 Proposed End Date: Spring 2021

### ESTIMATED LABOR

Description	Base Wage	Hours		Total
			Worked	
Foreman	\$25.50	X	160	= \$4,080.00
Highway Worker III	\$21.00	X	160	= \$3,360.00
Highway Worker III	\$21.00	X	160	= \$3,360.00
Highway Worker II	\$18.00	X	160	= \$2,880.00
		X		=
		X		=
		X		=
		X		=
		X		=
		X		=
		X		=
		X		=
Total Base Wages				<u>\$13,680.00</u>
30 % of base wages (fringe benefits, BWC, etc.)				<u>\$4,104.00</u>
38 % of wages for overhead				<u>\$6,757.92</u>
<b>Total Labor Estimate</b>				<b><u>\$24,541.92</u></b>

### ESTIMATED MATERIALS

Description	Cost per		Quantity	Unit Type	Total
	Unit				
Hoe Ram Rental	\$2,500.00	X	1	Lump Sum	= \$2,500.00
Crane Rental	\$4,000.00	X	1	Lump Sum	= \$4,000.00
Redi Rock Wall	\$29.00	X	285	SF	= \$8,265.00
Concrete Riprap	\$132.50	X	6	CY	= \$795.00
RCP, Type B	\$40.00	X	17	CY	= \$680.00
Structural Backfill	\$15.00	X	230	CY	= \$3,450.00
Bedding Material	\$15.00	X	24	CY	= \$360.00
Seed & Straw	\$1.00	X	800	SY	= \$800.00
Asphalt Base	\$80.00	X	84	Ton	= \$6,720.00
Guardrail	\$3.00	X	162.5	FT	= \$487.50
Waterproofing	\$1.25	X	1210	SF	= \$1,512.50
		X			= \$0.00
Base Materials					<u>\$29,570.00</u>
15 % of base materials for overhead					<u>\$4,435.50</u>
<b>Total Materials Estimate</b>					<b><u>\$34,005.50</u></b>

**ESTIMATED EQUIPMENT**

Each piece of equipment used in a project must be assigned an hourly rate. For equipment owned by the public entity, this rate must reflect the original purchase price of the equipment, maintenance costs, time in service, depreciation, freight, fuel, and hauling. The public office may use any generally accepted rate that reflects all of the aforementioned considerations, or it may use the statewide rates published by the Ohio Department of Transportation and updated on a quarterly basis; however, the office must use the same rate source for all equipment used in a project. Any equipment rented by the public entity must be listed in the form and reflect the rental rate.

Description	Rate per		Hours	=	Total
	Hour				
Track Hoe	\$75.00	X	100	=	\$7,500.00
Compactor, Roller	\$24.00	X	4	=	\$96.00
Dump Truck	\$77.50	X	40	=	\$3,100.00
Dump Truck	\$77.50	X	40	=	\$3,100.00
Pickup Truck	\$15.00	X	40	=	\$600.00
Pickup Truck	\$15.00	X	40	=	\$600.00
Gradal	\$160.00	X	20	=	\$3,200.00
Skid Steer	\$36.00	X	50	=	\$1,800.00
Sweeper	\$25.00	X	4	=	\$100.00
Crew Truck	\$26.50	X	20	=	\$530.00
		X		=	
		X		=	
<b>Total Equipment Estimate</b>					<b>\$20,626.00</b>

**TOTAL ESTIMATED PROJECT COST** \$79,173.42 (labor + materials + equipment)

**Prepared by:** Dominic Brigano

**Title:** Assistant Bridge Engineer

**Date:** 1/21/2021

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

# Resolution

Number 21-0150

Adopted Date February 02, 2021

**APPROVE REPLACEMENT OF BRIDGE WA 27-4.29 ON MORROW ROSSBURG ROAD  
UNDER FORCE ACCOUNT**

WHEREAS, there is need to replace structure WA 27-4.29 carrying Morrow-Rossburg Road over Little Run in Harlan Township; and

WHEREAS, Neil F. Tunison, P.E., P.S., Warren County Engineer proposes to replace the structure under force account, and

WHEREAS, the County Engineer's estimated cost of the portion of replacement, including labor and materials not purchased under contract as specified under Sections 5543.19 and 5575.01 of the Ohio Revised Code is \$92,484.10 and under the cap of \$100,000 for a bridge; and

WHEREAS, the Engineer's estimate is submitted and to be kept on file with the Board of County Commissioners; and

NOW THEREFORE BE IT RESOLVED, to approve the construction of the bridge under force account provisions of Section 5543.19 and 5575.01 of the Ohio Revised Code.

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Engineer (file)



**ESTIMATED EQUIPMENT**

Each piece of equipment used in a project must be assigned an hourly rate. For equipment owned by the public entity, this rate must reflect the original purchase price of the equipment, maintenance costs, time in service, depreciation, freight, fuel, and hauling. The public office may use any generally accepted rate that reflects all of the aforementioned considerations, or it may use the statewide rates published by the Ohio Department of Transportation and updated on a quarterly basis; however, the office must use the same rate source for all equipment used in a project. Any equipment rented by the public entity must be listed in the form and reflect the rental rate.

Description	Rate per		Hours	=	Total
	Hour	X			
Track Hoe	\$75.00	X	100	=	\$7,500.00
Compactor, Roller	\$24.00	X	4	=	\$96.00
Dump Truck	\$77.50	X	40	=	\$3,100.00
Dump Truck	\$77.50	X	40	=	\$3,100.00
Pickup Truck	\$15.00	X	40	=	\$600.00
Pickup Truck	\$15.00	X	40	=	\$600.00
Gradal	\$160.00	X	20	=	\$3,200.00
Skid Steer	\$36.00	X	50	=	\$1,800.00
Sweeper	\$25.00	X	4	=	\$100.00
Crew Truck	\$26.50	X	20	=	\$530.00
		X		=	
		X		=	
<b>Total Equipment Estimate</b>					<b>\$20,626.00</b>

**TOTAL ESTIMATED PROJECT COST** \$92,484.10 (labor + materials + equipment)

**Prepared by:** Dominic Brigano

**Title:** Assistant Bridge Engineer

**Date:** 1/21/2021

# Resolution

Number 21-0151

Adopted Date February 02, 2021

## ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH HENDRICKSON FARMS, LLC FOR A BRIDGE REHABILITATION PROJECT ON UNION ROAD

WHEREAS, in order to improve the safety of Union Road a bridge rehabilitation project is to be completed and in order to perform the work it is necessary to enter onto the property, parcel # 08-32-100-008 located on Union Road, Franklin, OH 45005 which is owned by Hendrickson Farms, LLC, grantor; and

WHEREAS, in order to complete this work; Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work; and

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Perform necessary grading for improved roadway shoulders.
4. Seed and straw any disturbed area upon completion of the project.

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a temporary entrance and work agreement with the property owner; and

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Hendrickson Farms, LLC, for the Union Road bridge rehabilitation project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Hendrickson Farms, LLC  
Engineer (file)

## TEMPORARY ENTRANCE AND WORK AGREEMENT

### ARTICLES OF AGREEMENT

This Agreement is entered into on the date stated below by Hendrickson Farms, LLC, an Ohio limited liability company, whose tax mailing address is 876 West Turtlecreek-Union Road, Lebanon, Ohio 45036 (the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "Grantee").

#### Witnesseth:

In order to improve public safety and better serve the needs of the traveling public a bridge rehabilitation project on Union Road over Hendrickson Run is to be completed. In order to rehabilitate the bridge it is necessary to enter onto property owned by the Grantor. The subject real estate is located on Union Road, Franklin, Ohio 45005, identified as Parcel #08-32-100-008. Grantee requests permission from Grantor to enter onto a part of the said real estate for the purpose of completing the following items of work:

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Perform necessary grading for improved roadway shoulders.
4. Seed and straw any disturbed area upon completion of the project.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, with the exception of any trees, tree limbs and brush that are removed, to its original condition, but not better than any pre-existing condition. Removal of any trees or brush will be kept to the minimal required for construction.

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantor does hereby grant a *license* to Grantee, its agents and employees, to enter onto the aforesaid real estate to complete the aforementioned items of work.



This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Union Road Bridge #33-4.92 Rehabilitation Project or December 31, 2021, whichever comes first.

IN EXECUTION WHEREOF, HOMER HENDRICKSON, whose title is Authorized Member, of Hendrickson Farms, LLC, an Ohio limited liability company, pursuant to the authority granted to him/her by the company's operating agreement to execute this Agreement on its behalf, has hereunto set his/her hand on the date stated below.

**Grantor:**

Hendrickson Farms, LLC

Signature: Homer C. Hendrickson

Printed Name: HOMER C. HENDRICKSON

Title: Authorized Member

Date: Jan. 14, 2021

STATE OF Ohio, COUNTY OF Warren, ss.

BE IT REMEMBERED, that on this 14<sup>th</sup> day of January, 2020, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Homer Hendrickson, whose title is Authorized Member of Hendrickson Farms, LLC, an Ohio limited liability company, the Grantor in the foregoing Agreement, and while acting in his/her official capacity on behalf of Grantor, did acknowledge the signing thereof to be his/her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.

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



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

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by David G Young, whose title is President or ~~Vice-President~~, on the date stated below, pursuant to Resolution Number 21-0151, dated 2/2/2021

Grantee:

Signature: [Handwritten Signature]

Printed Name: David G Young

Title: President

Date: 2/2/2021

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 2nd day of February, 2021 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be David G Young, President or ~~Vice-President~~ of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



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

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

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

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

# Resolution

Number 21-0152

Adopted Date February 02, 2021

ENTER INTO AN EXCLUSIVE AND PERMANENT DRAINAGE EASEMENT WITH HENDRICKSON FARMS LLC FOR THE UNION ROAD BRIDGE REHABILITATION PROJECT.

WHEREAS, in order to improve Union Road, it is necessary to construct a bridge rehabilitation project and in order to do this work it is necessary to enter onto property, which is owned by Hendrickson Farms, LLC, grantor; and

WHEREAS, in order to accomplish the foregoing, it is necessary to obtain an exclusive and permanent drainage easement from the property owner; and

WHEREAS, the land for the exclusive and permanent drainage easement is as follows;

Exclusive and Permanent Drainage Easement – Exhibits A & B – 0.012 acres

WHEREAS, the negotiated price for the exclusive and permanent easement is \$400.00; and

NOW THEREFORE BE IT RESOLVED, to enter into an exclusive and permanent drainage easement agreement, copy of which is attached hereto and made a part hereof, with Hendrickson Farms, Inc. for the Union Road Bridge Rehabilitation Project for the sum of \$400.00.

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Hendrickson Farms, LLC.  
Engineer (file)  
Easement file  
Recorder (certified)

**EASEMENT AGREEMENT IN THE NAME OF AND FOR THE USE OF  
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS  
P.I.N. #08-32-100-008 (Pt.)**

**ARTICLES OF AGREEMENT**

This Agreement is entered into the date stated below by Hendrickson Farms, LLC, an Ohio limited liability company, whose tax mailing address is 876 West Turtlecreek-Union Road, Lebanon, Ohio 45036 (the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "Grantee").

The Purpose of this Agreement is to obtain the necessary exclusive and permanent drainage easement for the Union Road Bridge #33-4.92 Rehabilitation Project, being a part of a public roadway open to the public without charge.

That the Grantor, for and in consideration of the sum of Four Hundred Dollars (\$400.00) and other considerations to them paid by the Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain and sell, convey and release to the Grantee, its successors and assigns, an exclusive and permanent drainage easement for the purpose of constructing and maintaining the necessary project improvements, in, on, over and under the lands situated in Section 32, Town 3, Range 4, Turtlecreek Township, Warren County, State of Ohio, and limited to the area more particularly described as follows:

**EXCLUSIVE & PERMANENT DRAINAGE EASEMENT LEGAL DESCRIPTION**

**See Exhibit "A" for details.**

**See Exhibit "B" for drawing.**

The exclusive and permanent drainage easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall run with the land.

Grantor shall have the right to repurchase this property interest for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantor declines to repurchase the property; (ii) the Grantor fails to repurchase the property within sixty (60) days after the Grantee offers the property for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of this Easement & Agreement. The Grantor's right of repurchase is not assignable, nor does it run with the land.

Grantor waives an appraisal and/or summary of an appraisal required by Ohio Rev. Code § 163.04 (C), as permitted by the policy of the Warren County Board of Commissioners, adopted as Resolution No. 15-0377.

[the remainder of this page is blank]

**GRANTOR**

IN EXECUTION WHEREOF, HOMER C. HENDRICKSON,  
whose title is Authorized Member of Hendrickson Farms, LLC, an Ohio limited liability company,  
pursuant to the authority granted to him or her by the company's operating agreement to execute  
this Agreement on its behalf, has hereunto set his or her hand on the date stated below.

HENDRICKSON FARMS, LLC

SIGNATURE: Homer C. Hendrickson

PRINTED NAME: HOMER C. HENDRICKSON

TITLE: Authorized Member

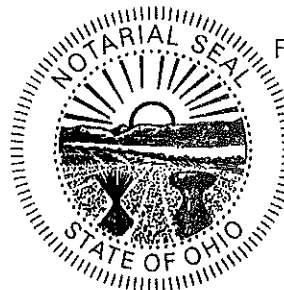
DATE: Jan 14, 2021

STATE OF Ohio, COUNTY OF Warren, ss.

**BE IT REMEMBERED**, on this 14<sup>th</sup> day of January, 20 20, before me, the  
subscriber, a Notary Public, in and for said state, personally came an individual known or proven  
to me to be Homer C. Hendrickson, whose title is Authorized Member for Hendrickson  
Farms, LLC, an Ohio limited liability company, the Grantor in the foregoing Agreement, and  
while acting in his or her official capacity on behalf of Grantor, did acknowledge the signing  
thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath  
was administered to the signer by this notary in regard to the notarial act.

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

[continued on next page for signature]



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

**GRANTEE**

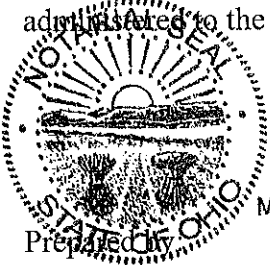
**IN EXECUTION WHEREOF**, the Warren County Board of County Commissioners, the Grantee herein, has caused this instrument to be executed by David G Young, whose title is ~~President or Vice-President~~, on the date stated below, pursuant to Resolution No. 21-0152, dated 2/2/2021

**WARREN COUNTY BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]  
PRINTED NAME: David G Young  
TITLE: President  
DATE: 2/2/2021

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

**BE IT REMEMBERED**, on this 2<sup>nd</sup> day of February, 2021 before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be David G Young, whose title is President or Vice-President of the Warren County Board of County Commissioners, the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



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

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

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

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



## Description of 0.012 Acre Permanent Drainage Easement

Situated in the State of Ohio, Warren County, Turtlecreek Township and being part of the Northwest Quarter of Section 32, Township 3, Range 4, Between the Miami's Survey and being part of a 68.1176-acre tract of land conveyed to Hendrickson Farms LLC by deed of record in O.R.5300, Page 195 and being more particularly described as follows:

**Commencing** at a railroad spike found in the centerline of Union Road (County Road 33) at the northwesterly corner of Section 32, T-3, R-4, said point also being the southwesterly corner of Section 33, T-3, R-4, the southeasterly corner of Section 3, T-2, R-4, the northeasterly corner of Section 2, T-2, R-4 and the northwesterly corner of the grantor's 68.1176-acre tract;

Thence along the grantor's northerly line, the northerly line of Section 32, T-3, R-4 and the southerly line of Section 33, T-3, R-4, **South 85° 03' 29" East** for a distance of **30.00 feet** to a point on the easterly existing right of way line of Union Road;

Thence along the easterly existing right of way line of Union Road **South 05° 26' 35" West** for a distance of **41.87 feet** to the **True Point of Beginning**;

Thence **South 84° 33' 25" East** for a distance of **10.00 feet** to a point;

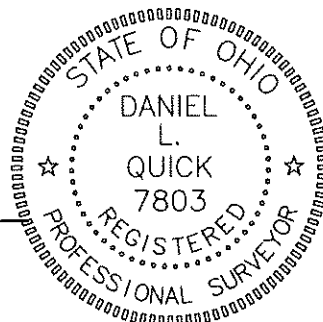
Thence parallel to and forty feet distant from the centerline of Union Road **South 05° 26' 35" West** for a distance of **54.00 feet** to a point;

Thence **North 84° 33' 25" West** for a distance of **10.00 feet** to a point in the existing easterly right of way line of Union Road;

Thence along the existing easterly right of way line of Union Road **North 05° 26' 35" East** for a distance of **54.00 feet** to the **Point of Beginning** and containing **0.012 acres** (540.00 Square Feet) more or less, subject however to all other legal rights of way, easements and agreements of record.

The bearings in this description are based on the centerline of Union Road being S 05° 26' 35" W as referenced to the Ohio State Plane Coordinate System (South Zone) NAD83 with 2011 NSRS adjustment.

Daniel L. Quick, P.S.7803  
Korda/Nemeth Engineering, Inc.



May 5, 2020

Date  
Rev: 5-15-20



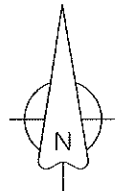
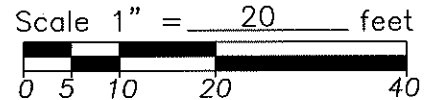
# Permanent Drainage Easement

BEING PART OF N.W. ¼ OF SECTION 32, TOWNSHIP 3, RANGE 4, BETWEEN THE MIAMI'S SURVEY, TURTLECREEK TOWNSHIP, WARREN COUNTY, STATE OF OHIO.

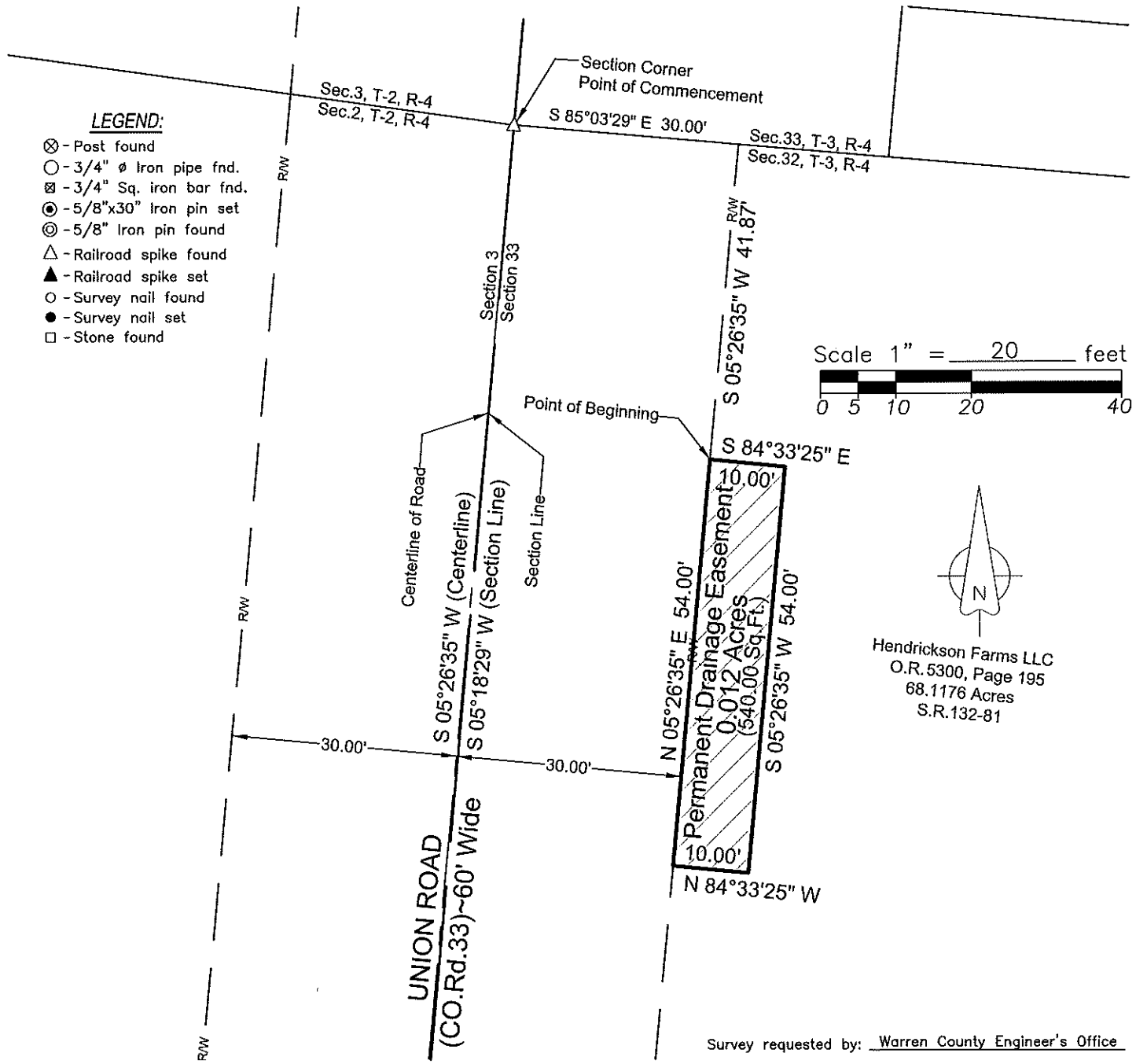
BASIS OF BEARINGS: The bearings shown upon this plat are based on the centerline of Union Road being S 05° 26' 35" W as referenced to the Ohio State Plane Coordinate System (South Zone) NAD83 with 2011 NSRS adjustment.

**LEGEND:**

- ⊗ - Post found
- - 3/4" ∅ Iron pipe fnd.
- ⊠ - 3/4" Sq. iron bar fnd.
- ⊙ - 5/8"x30" Iron pin set
- ⊚ - 5/8" Iron pin found
- △ - Railroad spike found
- ▲ - Railroad spike set
- - Survey nail found
- - Survey nail set
- - Stone found



Hendrickson Farms LLC  
O.R. 5300, Page 195  
68.1176 Acres  
S.R.132-81



Survey requested by: Warren County Engineer's Office

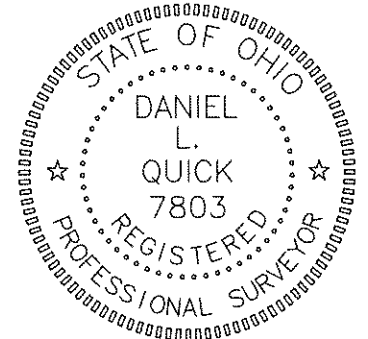
**CERTIFICATION:**

I hereby certify that this plat is a true and correct representation of a survey performed under my responsible direction and supervision and is correct to the best of my knowledge.

*Daniel L. Quick*  
REGISTERED SURVEYOR NO.7803      DATE May 5, 2020



Revised: 5-15-20  
Korda/Nemeth Engineering, Inc - Consulting Engineers  
1650 Watermark Drive, Suite 200 - Columbus, Ohio 43215-7010  
TEL: 614-487-1650 FAX: 614-487-8981 WEB:www.korda.com



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

# Resolution

Number 21-0153

Adopted Date February 02, 2021

**AUTHORIZE BOARD TO SIGN THE COUNTY HIGHWAY SYSTEM MILEAGE  
CERTIFICATION**

BE IT RESOLVED, to authorize the Board to sign the Ohio Department of Transportation annual County Highway System Mileage Certification for 2020 effective January 1, 2021.

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: State of Ohio  
Engineer (file)



# Ohio Department of Transportation

Office of Technical Services

## 2020 County Highway System Mileage Certification

**Note: This form must be submitted to ODOT no later than April 1, 2021 or county mileage will be certified by default based on the best information available.**


The total length of county maintained public roads in WARREN County  
was 268.283 miles as of December 31, 2019

As certified by the Board of County Commissioners and/or reported by the Director of Transportation in accordance with the provisions specified in Section 4501.04 of the Ohio Revised Code.

Consider all mileage changes that occurred in CY 2020 and determine the net increase or decrease in mileage. Add the net change to the 2019 certified mileage above and fill in the new total below.

**We the undersigned, hereby certify that as of December 31, 2020**

the county was responsible for maintaining 268.283 miles of public roads.

  
\_\_\_\_\_  
Signature of President of Board of County Commissioners

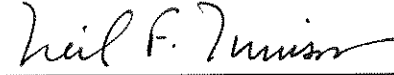
2/2/2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Commissioner Signature

2/2/2021  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner Signature

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
County Engineer Signature

1/25/2021  
\_\_\_\_\_  
Date

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please return a completed, signed copy of this form along with proper documentation of any changes made to:

Ohio Department of Transportation  
Office of Technical Services  
Mail Stop #3210  
1980 West Broad St. 2nd Floor  
Columbus, Ohio 43223

Attn: Aaron Shvach (614) 466-5135 or [aaron.shvach@dot.ohio.gov](mailto:aaron.shvach@dot.ohio.gov)

Summary of 2020 ODOT Changes  
for Roads in WARREN County,  
Township 00 , COUNTY

Certified Mileage for 2019 : 268.283 Miles

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TWP 00	Route: C	Route Name:	Change: 0.000
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Reason For Change

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Total Changes: 0.000

Certified Mileage For: 2020 : 268.283 Miles

Summary of 2020 ODOT Changes  
for Roads in WARREN County,  
Township 00 , COUNTY

Certified Mileage for 2019 : 268.283 Miles

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TWP 00	Route: C	Route Name:	Change: 0.000
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Reason For Change

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Total Changes: 0.000

Certified Mileage For: 2020 : 268.283 Miles

Plat Book/Page: Survey Record/Page: Registered Land; Tax Map	Road #	Dedicated T=Twtp C=County V=Vacated A=Annexed P=Private F=Future R=Renamed N=Never Recorded	Road Name	Township	Subdivision Name	Section (Phase)	Dedicated Mileage (per ODOT must be 3 decimal places)	Future Estimated Section Mileage	Private Road Section Mileage	Date Accepted	Year ACCEPTED	Date Established
	0029	C	Bellbrook Road	Wayne			2.200					
	0039	C	Bethany Road	Deerfield			1.850					
	0091	C	Brant Road	Salem, Washington			1.360					
	0086	C	Brewer Road	Deerfield, Turtlecreek			2.000					6/1850
	0002(ODOT=0011)	C	Butler-Warren Road	Deerfield, Turtlecreek			4.325					
	0156	C	Butterworth Road	Hamilton			2.850			12/1865	1865	See note
	0037	C	Clarksville Road	Wayne, Massie, Washington			10.370					
	0103	C	Coles Road	Franklin			0.004					
	0015	C	Columbia Road	Deerfield	Realignment, mileage change		0.230				2017	
	0015	C	Columbia Road	Deerfield, Union, Turtlecreek			5.990					
	0240	C	Compton Road	Wayne			2.030					
	0047	C	Corwin Road	Wayne, Washington			4.790					
	0174	C	Cozadale Road (fna: Goshen Road, see notes)	Hamilton, Harlan	ODOT has as Irwin- Simpson		0.610					
	0026	C	Cozadale-Murdoch Road	Hamilton			2.940					
	0051	C	Dallasburg Road	Hamilton, Salem			2.250					
	0123	C	Dearth Road	Franklin, Clearcreek			1.090					
	0019	C	Dixie Highway (Old 25; SR 25; FKA; Cincinnati-Dayton))	Franklin			1.200					
	0611	C	Duke Boulevard	Deerfield	Gov Pt, Gov Pt North Sec 1 & 2		1.850			11/17/98	1998	1994
	0296	C	Duke Boulevard	Deerfield	Realignment		0.076			12/6/2018	2018	
20/19	0196	C	Duke Drive	Deerfield	Governors Pointe		0.260			8/23/1990	1990	11/17/1988
	0136	C	Edwardsville Road	Harlan			4.140					
	0405	C	Elm Tree Road	Wayne			0.120					
	0049	C	Escort Drive	Deerfield			0.300			1993	1993	
	0001(ODOT=0004)	C	Ferry Road	Wayne			1.900					
	0001(ODOT=0004)	C	Fields-Ertel Road	Deerfield			1.790					
	0001(ODOT=0004)	C	Fields-Ertel Road	Deerfield			0.010					
	0023	C	Fosters-Maineville Road	Hamilton, Salem	Annexation: So Lebanon		5.930					
Or #2018-2	0150	C	Grandin Road	Hamilton			-0.164			3/1/2018	2018	
	0150	C	Grandin Road	Hamilton			1.480					
	0020	C	Greentree Road	Turtlecreek			5.020					
3/245	0187	C	Gustin-Rider Road	Harlan			2.060					
	0013	C	Hamilton Road	Turtlecreek			5.760					
	0179	C	Hamilton-Middletown Road (SR 73)	Turtlecreek Franklin			0.910					
	0278	C	Hert Road	Clearcreek, Turtlecreek			2.720					
	0265	C	Harvey Road	Turtlecreek			0.320			4/1957	1957	

Plat Book/Page: Survey Record/Page: Registered Land; Tax Map	Road #	Dedicated T=Twtp C=County V=Vacated A=Annexed P=Private F=Future R=Renamed N=Never Recorded	Road Name	Township	Subdivision Name	Section (Phase)	Dedicated Section Mileage (per ODOT must be 3 decimal places)	Future Estimated Section Mileage	Private Road Section Mileage	Date Accepted	Year ACCEPTED	Date Established
	0025	C	Harveysburg Road	Massie			4.580					
	0080	C	Hendrickson Road	Turtlecreek			3.125					
	0383	C	Innovation Way	Deerfield			0.808			12/6/2018	2018	
	0288	C	Jeffery Road	Massie, Washington			3.260					
	0133	C	Kennick Road	Wayne			1.100					
SR 4/154	0282	C	King Avenue	Deerfield			1.060					Aug 1890
	0110	C	Kings Island Drive	Deerfield			0.350					
	0031	C	Kings Mills Road	Deerfield			0.390					
	0112	C	Kingsview Drive	Deerfield			0.070					
	0293	C	Landen Drive	Deerfield			1.010					
sr8/241	0171	C	Long-Spurting Road	Harian			1.630					
	0022	C	Lower Springboro Road	Clearcreek, Wayne	restore road section lost in data conversion, overlaps CR 134		0.110					
	0022	C	Lower Springboro Road	Clearcreek, Franklin, Wayne			7.625					
	0163	C	Ludlum Road	Hamilton, Salem			2.450					
	0028	C	Lyle Road	Wayne			3.130					
SR 2/141	0135	C	Lyle-Ferry Road	Wayne			1.980					
SR 7/240-242; 7/241-242	0046	C	Lyle-Five Points Road	Clearcreek, Wayne			4.135					
	0104	C	Manchester Rd	Franklin			3.400			1869/1967	1869/1967	
	0099	C	Markey Road	Turtlecreek, Lebanon			0.470					
	0021	C	Mason-Montgomery Road	Deerfield, Turtlecreek			4.290					
2/182	0038	C	Mason-Morrow-Milgrove Road (E begins at Shawhan Road; West begins at Lebanon Rd)	Union, Salem			7.465					
	0122	C	McLean Road	Franklin, Clearcreek Washington, Salem,			1.220					
	0045	C	Middleboro Road	Harian			10.210					
	0030	C	Middletown Road (SR 122)	Wayne			0.210					
	0040	C	Morrow-Blackhawk Road	Salem			0.980					
	0043	C	Morrow-Cozaddale Road	Hamilton, Harlan			6.290					
	0027	C	Morrow-Rossburg Road	Harlan, Salem			7.550					
	0024	C	Morrow-Woodville Road	Salem, Harlan			9.645					
	0024	C	Morrow-Woodville Road	Salem, Harlan			0.010				2019	
	0313	C	Murdock-Goshen Road (odot: Lebanon Rct)	Hamilton			2.200					
	0219	C	Murray Road	Massie, Washington, Wayne			0.640					
17775;40/63;48/3 5	0295	C	Natorp Boulevard	Deerfield			0.540				1990	3/27/1987
	0036	C	New Burlington Road	Wayne			4.920					
	0036A	C	New Burlington Road	Wayne			0.220					
	0010	C	Old 3C Highway	Hamilton			0.000					
	0010A	C	Old 3C Highway	Washington			0.840					

Plat Book/Page; Survey Record/Page; Registered Land; Tax Map	Road #	Dedicated To=Typ C=County V=Vacated A=Annexed P=Private F=Future R=Renamed N=Never Recorded	Road Name	Township	Subdivision Name	Section (Phase)	Dedicated Section Mileage (per ODOT must be 3 decimal places)	Future Estimated Section Mileage	Private Road Section Mileage	Date Accepted	Year ACCEPTED	Date Established
	0010	C	Old 31C Highway (FKA: Cincinnati-Zanesville)	Deerfield, Hamilton Clearcreek, Wayne			1.260 3.840					
	0230	C	Old SR 122									
	0280	C	Old SR 123 (FKA: Franklin-Lebanon)									
	0005	C	Old SR 133 (FKA: Blanchester-Milford)									
	0050	C	Old Stage Road	Wayne			0.290					
	0217	C	Olive Branch Road	Washington			2.790					
	0012(see 0182, also)	C	Oregonia Road	Massie, Turtlecreek, Wash, Wayne			12.185					
	0182 (see 0012 also)	C	Oregonia Road (Road No.)	Turtlecreek			0.200					
	0053	C	Peikin Road	Franklin			0.890					
	0044	C	Pleasant Plain Road	Harlan			1.410					
	0279	C	Race Street	Washington			0.150			6/3/1834	1834	6/3/1834
	0126	C	Red Lion-Five Points Road	Clearcreek			0.500					
4/93	0052	C	Roachester-Cozadale Road	Hamilton, Harlan			3.680					
	0200	C	Roachester-Osceola Road	Harlan, Salem			2.190					
	0121	C	Robinson-Vail Road	Franklin			2.000					
	0175	C	Ross Road	Harlan			0.100					
	0061	C	Roxanna-New Burlington Road	Wayne			0.630					
	0048	C	Shaker Road	Turtlecreek, Franklin Clearcreek			6.410					
	0289	C	Shoemaker Road	Turtlecreek, Wayne			0.550			1905	1905	1905
7/95-97	0290	C	Simpson's Trace (0.875 trnsfrd to T#0290 in 2003)		Landen Farms		0.000				1984	9/3/1975
	0068	C	Snider Road	Deerfield			-0.010				2012	
	0068	C	Snider Road	Deerfield			2.260					
	0032	C	Socialville-Fosters Road	Deerfield			-0.040				2012	
	0032	C	Socialville-Fosters Road	Deerfield			5.070					
	0032	C	Socialville-Fosters Road	Deerfield			0.004				2019	
	0041	C	Springboro Road	Clearcreek			3.570					
	0018	C	SR 123 (fka: Franklin-Germantown)									
re-issued, see Homan Rd	0252	C	SR 123 (fka: Lebanon-Morrow)									
re-issued, see Dawnele Court	0253	C	SR 123 (fka: Roachester-Blanchester)									
	0011	C	SR 132 (fka: Goshen-Wilmington)									
re-issued, see Lester Court	0209	C	SR 133 (fka: Maddox)									
	0009	C	SR 350 (fka: Fort Ancient - Clarksville)									
	0006	C	SR 42 (fka: Cincinnati-Columbus)									
re-issued, see Carey Avenue	0064	C	SR 48 (fka: Dayton-Lebanon)									
	0016	C	SR 48 (fka: Lebanon-Maineville)									
	0014	C	SR 741 (fka: Mason-Springboro)									
	0035	C	Stubbs Mills Road	Turtlecreek, Union, Hamilton			5.220					
SR 141	0134	C	Township Line Road	Clearcreek, Wayne			5.300					
	0057	C	Tylersville Road	Deerfield			0.530					
	0033	C	Union Road	Turtlecreek, Franklin			4.470					
	0039	C	Waynesville Road	Wayne			1.500					



Plat Book/Page; Survey Record/Page; Registered Land; Tax Map	Road #	Dedicated T=Twsp C=County V=Vacated A=Annexed P=Private F=Future R=Renamed N=Never Recorded	Road Name	Township	Subdivision Name	Section (Phase)	Dedicated Section Mileage (per ODOT must be 3 decimal places)	Future Estimated Section Mileage	Private Road Section Mileage	Date Accepted	Year ACCEPTED	Date Established
	0181	C	Whitacre Road	'Hartan			3.160					
Pb 7/36 & SR 24/100	0277	C	Whitegate Drive	'Salem			0.850			9/28/73	1973	
69/48-49 Ded plat	0610	C	Wilkins Boulevard	'Deerfield Turtlecreek, Washington	PassPort Subdivision		1.880					1994
	0007	C	Wilmington Road	'Wayne			11.270					
	0237	C	Wilson Road	'Wayne			1.730					
	0259	C	Young Road (See note)	'Wayne			0.400			unknown		unknown
	0153	C	Zoar Road	'Hamilton			4.360					
						<b>Total</b>	<b>Dedicated Mileage</b>					
							268.283					

Road #	Year Established	Bridge:	R/W Existing	Description/Notes/Comments
0029			E side-0 to 2.22 ? W side-0 to 0.94 ?	From Old Stage Road to Green Co Line.
0059		Y		From # 0002 Butler-Warren Rd to # 0021 Mason-Montgomery Rd; FKA: Mason-Bethany Rd, changed to Bethany 02/07/1961.
0091				From S.R. 123 to Mason-Morrow-Millgrove Road #38.
0066	1850	Y	see notes	From #0002 Butler-Warren Rd to Mason-Montgomery Rd; RW: Mile 0 to 1.38=40' --- Mile 1.38 to 1.96=50' (N.20°/S.30') --- Mile 1.96 to 2.07=40' --- Mile 2.07 to 2.16=60' (N.20°/S.40') From Fields-Erel Road north to Butler Co.(0.590) From Mason Road to Monroe's southern Corp. (3.183), FKA: County Line Road (Dalton Sub, P63, pg 315, 6/15/1965); Bridge & Culvert Maint Agree, Comm Jml 31, pg 243 & 249; from # 6 (SR42) to #9 (Bethany Rd) Sept 1834, vol 2, pg 124=60' Law;
0011		Y		From mile 0.148 mi N of SR48 to Fosters-Maineville Rd; 12/30/08 Ord 2003-3, eff 12/13/03; 71,446 acres Annexed to Loveland, Ord 2006-101, eff 1/4/07 0.895 acres Annexed to Loveland = 0.49 miles annexed to Loveland; 12/1865 Road Rec.3 Pg.416 (RW=40'); the Loveland-Foster Rd)
0156		Y	40'	
0037		Y		From Clinton Co. line to Conwin Corp. line.
0103				From Mile 0.019 Dixie Highway #19, 0.066 miles annexed in the City of Middletown by Resolution 18-1182
0015				
0015		Y		From Fields-Erel Road to Western Row Road #54 (3.40) Re-enter at deadend to Mason-Morrow-Millgrove #38 Re-enter at Lebanon Corp. to US 42 (2.79); FKA: Union Free Turnpike Road, 1819-1867.
0240			See Notes	From #0036 New Burlington Rd to Greene County line; RW - From New Burlington Road to mile 0.11 = 50' (20' LI/30' RT.) From 0.11 to 0.18 = 40' From 0.18 to 0.38 = ? (20' LI/ ? RT.) From 0.38 to 0.48 = 40' From 0.48 to 0.69 at Young Road= 20' LI/30' RT. From 0.69 to 2.03=40'
0047		Y		From Wilmington Road #7 to Middletown Road #30 (West).
0174		Y		This used to be known as Goshen Road pre 1963. On 9/6/1983, resolution # 83-520 change entire road to Cozaddale Road. From Clermont County line to #0052 Roachester-Cozaddale Rd;
0026		Y		From S.R. 48, to Roachester-Cozaddale Road #52; FKA: Hickory Corner 6/1876, Road Rec 4, pg 234); Commissioner George Tenwilliger had verified the correct spelling is Murdoch, not Murdock;
0051		Y		Murdoch was named after James Edward Murdoch, see street folder for information-Although Murdoch is correct, there is no resolution changing the name to Murdoch, so it will continue as Murdock.
0123				From Cozaddale Road #43, to Morrow Road #27.
				From dead end to McLean Rd; Franklin twp FKA: Noble-Deearth Road, 1823-1851.
0019		Y		From Mile 0.470 to Mile 0.585 and from Coles Road to Franklin Corp. at Mile 2.873.
0611	1994		66'	From Parkway Drive to mile 0.861 at Irwin-Simpson Rd; from mile 0.861 to mile 1.850 at Socialville-Fosters Rd. Accepted by Res # 99-1669, PAVE -- 0.490 to 0.773 = 41' B/B; 0.773 to 0.787 (tapor) = 41' S' B/B; 0.787 to 0.861 = 53' B/B; 0.861 to 0.913 = 65' B/B; 0.913 to 0.951 = taper, 65' to 41' B/B; 0.960 to 1.850 = 41' B/B, RW= 0.190 to 0.773 = 42'; 0.773 to 0.787 (tapor) = 42' to 54'; 0.787 to 0.861 = 54'; 0.861 to 0.962 = 79'; 0.962 to 1.274 = 66'; 1.274 to 1.324 = 66' to 207' taper; 1.324 to 1.465 = 207' to 57' taper; 1.465 to 1.850 = 42'
0296	1988	Y		From Natorp Blvd. to Parkway Dr.
0196		Y		From S.R.123 to Clinton Co.
0136				From Lytle-Ferry Rd #0135 to Montgomery/Greene Co lines; 1973 changed from Lytle-Centerville.
0405	1983		80'	From Fields-Erel Road to Mason Montgomery Road
0049				From Lytle Road #28 to Green Co. Line; FKA: Waynesville-Ferry Rd)
0001(ODOT=		Y		From Butler-Warren Road #2 to School Road (0.77) from Mason-Montgomery Road #21 to Hamilton Co. Line, (41); Mar 1836, vol 2, pg 239=60' Law; Nov 1841, vol 3, pg 21=60' Law; Dec 1848, vol 3, pg.238=40' Comms. ODOT; -0.085 miles 2019 Road Alignment Change
0004(				ODOT: Overlap Correction
0004)	2019			From Old 3'C Highway #10 to Maineville west; Corp. (1.5) From Maineville east Corp. (2.12) to Morrow-Rosburg Road #27 (6.75); 0.040 annexed to Maineville per Res#2009-R43 (485.2347 AC); SR3/95 FKA: Rosburg & Mainville Pike (6/16/1882 note no 'E' in Mainville)
0023		Y		see 222.75AC Annexation, March 2018
0150		Y		From Little Miami River (S.E. side to S.R. 48).
0020		Y		From Monroe Corp. to S.R. 123.
0187		Y		From S.R.28 to S.R.123.
0013		Y		From Butler-Warren Road #2 to S.R. 63; Monroe Meadow rd's as Lower Hamilton Road; FKA: Probasco-Thompson Pike, 1838-1867 & Free Pike in 1876.
0179		Y		From Butler Co. Line to Dixie Hwy. #19.
0278				From Lebanon Corp. to S.R.122.
0285			See Notes	From Brewer Rd to dead end; Accepted: 4/1967 - Commissioners Jml. 41, pg.11; RW & Improvement project, 7/1968 --- RW = 75'.30' West Side & 45' East Side. (See File 13- 4-128)

Road #	Year Established	Bridge:	R/W Existing	Description/Notes/Comments
		Y		
0025		Y		From Wilmington Road #7 to Harveysburg South Corp. (4.22) From Harveysburg north Corp. to deadend. (0.43).
0080		Y		From Butler County line to Shaker Rd #0048; FKA: Bigler Road (#80) 5/3/1960 Csmr. Jnl Vol 42, Pg 202, 1842, and FKA: Long Free Turnpike, 1869.
0383				071514 - Per D. Corey, Innovation Way, which begins at Old Western Row, in the city of Mason, and continues southerly to Socialville-Fosters Road will be extended south of Socialville-Fosters Road and will be a County Road; thus a new road # has been issued.
0268				From # 0217 Olive Brand Rd to # 0012 Oregonia Rd; Res# 75-432 dated 11/10/1975 changed portion of road from Lincoln Rd (#0218) to Lincoln # 0268 in Wash Twp.
0133	1890	Y		From Lytle-Five Points Road #46 to Montgomery Co. Line.
0282		Y		From Columbia Road#15 to Grandin Road#150; FNA: King County Road (see street file SR 4/154)
0110		Y		From Western Row Road #54 to Dead End; 0.06 annexed to Mason per ORD 2008-121ED, C110 now in Mason from 1.60 to 1.66
0031		Y		From Fairway Drive to S.R. 741. From east side ramps of I-71 to Columbia Road; 010 annexed to Mason per ORD 2008-12ED, C31 now in Mason from 2.70-2.71; Pb 3, Pg 289 shows portion that use to be Mason-Kings Mills Road
0112				From Kings Island Drive #110 to Dead End.
0293				From US22/3 to Socialville-Fosters Road
0171		Y		From Raachester-Cozaddale Road #52 to S.R. 132.
0022				
0022		Y		From Factory Rd to Springsboro west corp. From Springsboro east corp. at Mile 4.91 to Mile 4.99. From Red Lion-Five Points Road to US 42; Wayne Twp - FKA; portions of Waynesville Road #0022 (0.07 miles) & portion of South Cincinnati-Columbus Road #0573 (0.06miles) renamed to Lower-Springsboro Road, from SR 42 to South Cincinnati-Columbus Road intersect, Res # 87-886 (9/15/1987)
0163		Y		From Morrow-Rossburg Road#27 to Morrow-Cozaddale Road #43.
0028		Y		From Lytle-Five Points Road #46 to Waynesville Corp. (3.16).
0135		Y		From T-0134 Township Line Rd to Greene County line; Previous to 1804-183, part was Raysville Road and part was Pickney Road.
0046		Y		From Springsboro Corp. to Lytle Road #28; FKA: Van Devere Free Pike, 1824-1880
0104		Y		From Butler Co. Line to Robinson-Vail Road #121.
0099		Y	60'	From mile 0.246 to SR 123 (#0098 FKA: Orphan's Home Rd. see box 112 of archived plans); From mile 0.25 to 0.55 annexed to Lebanon 12/1997
0021		Y		From Fields-Eitel Rd #1, to Mason Corp. line at mile 2.31. From Mason Corp. line at mile 5.41 to Mason Corp. line at mile 5.81; From Bethany Road to Mason Corp. line at mile 6.12, (East half only) From Mason Corp. at mile 6.12 to Cr.13 at mile 8.23.
0038		Y		From Mason Corp (0.06 from US 42) to mile 1.57 at Leb. Corp; from mile 1.71 at Leb. Corp; from SR 48 to Lebanon Rd, from Shawhan Rd to Little Miami River, 12/30/08 Ord 2007-156 eff 12/12/07; 262.967 acres annexed to Mason - Sta 0.38 to 1.15 all in Mason Corp; Union: FKA: South Lebanon & Mason Pike (P.B./Pg 21:82 recorded 11/22/1929); FKA: Muddy Creek Free Pike, 1819-1833. Portions KA Morrow and Millgrove Pike in Woodward Clayport Rd vicinity, Vol 4, page 213 or 215, undated. (See Mason-Morrow-Millgrove street folder), portions FKA South Lebanon & Mason Pike. Pb 1, pg 182; ORD#2010-14, eff 7/29/2010, 4.27 AC; per 7/11/1955 easement and release from Wilbur & Beaulah Keever; this road was known as Mason South Lebanon Road #38. (see street folder)
0122		Y		From S.R. 123 to Dearth Road #123
0045		Y		From Clinton Co. Line to Wilmington Road #7; FKA: Middleboro-Blanchester Road; FKA: Blanchester Free Pike, 1841-1880
0030		Y		From Waynesville Rd #39 to Corwin Road #47.
0040		Y		From WA 40-1.11 at Todds Fork, to S.R.123.
0043		Y		From Roachester-Cozaddale Road#52 to U.S. 22-3, Pb5, pg 83 Maine View Subd. recorded 8/25/1964 list: this as Cozaddale Road. Could there have been a street name change at some time?; portion aka: Wolf Run Freepike, see street folder.
0027		Y		SR bk 3, pg 35; FNA Morrow-Rossburg Pike
0024		Y		From Clermont Co. Line to Bullenville Corp. (5.77) From S.R. 132 to Morrow Corp. (4.23); FKA: Bullenville & Morrow Free Pike, 1833-1882; also Giffrin Free Pike
0024				QDOT: Overlap Correction
0313		Y		From Clermont Co. line to SR 48; FKA: Lebanon Road. Changed from SR 48, at Cozaddale-Murdoch Road, southerly to the County line per reso # 88-1129, dated 12/13/1988. Commissioner George Terwilliger had verified the correct spelling is Murdoch, not, Murdoch; Murdoch was named after James Edward Murdoch-Cannot find resolution changing it to an "H"-shall remain as Murdoch
0219				From Olive Branch Road#217, to Oregonia Road#12.
0295	1987	Y		From dead end to Mason-Montgomery Rd at mile 0.170; from mile 0.170 to Childrens Dr at mile 0.370; RW: Mile 0.00 to 0.081 = 66'; Mile 0.081 to 0.127 = taper 66' to 84'
0036		Y		From Corwin Corp. to Compton Road #240.
0038A				
0010				
0010A		Y		From U.S. 22-3 to S.R. 350.

Road #	Year Established	Bridge:	R/W Existing	Description/Notes/Comments
0010		Y		From U.S. 22-3 to U.S. 22-3 at Foster.
0230		Y		From S.R.#8, East to U.S.#2.
0250				See below T-0005
0005		Y		From Waynesville North Corp. line Bellbrook Road #29.
0050		Y		From Corwin Road#47 to Wilmington Road #7.
0217		Y		From S.R. 123 to CR 182, Re-enter at Elmonds Road (TR 93) to Corwin Road (CR47), Re-enter at Corwin Rd (CR 47) to Harveysburg Road (CR 25); Wayne & Washington: FKA: Oregonia-Corwin Road; FKA: Greeport Road 1807-1897.
0182 (see 0182, also)				From Oregonia Road to Corwin Road
0012 (see 0182, also)				From S.R. 123 east to Franklin Twp. Line at right hand turn; FKA: Pekin-Waynesville Road; FKA: Kirby Free Pike, 1806-1880
0053				From Clermont Co. Line to WA.44-1.29; FKA: Edenton Pike
0044				From T-0047 Corwin Rd to T-0012 Oregonia Rd; Establishment - Road Rec. 2, Pg. 88 thru 93 (originally, Olive Branch Road #0217 in June 1834, ROW 60 ft). On 7/15/1973, the portion from Oregonia Road to Corwin Road was approved for a name change to Race Street #0279.
0279	1834		60' by law	From Springboro Road #41 to Lower Springboro Road #22.
0126				From Cozadale-Murdoch Road #26 to Morrow Rossburg Road #27. Note: Commissioner George Tenwilliger had verified the correct spelling is Murdoch, not Murdock; Murdoch was named after James Edward Murdoch.
0052		Y		From U.S.22-3 to S.R.132.
0200		Y		From S.R. 122 to S.R. 123.
0121		Y		From S.R. 122 to S.R. 123.
0175				From Clermont Co. to Goshen Road #174.
0061				From Green Co. Line to Green Co. Line.
0048		Y		From Greentree Road #20, to Union Road #33 at Franklin Corp. Re-enter 0.09 mi. north of I-75, at Franklin Corp., to Franklin Corp. (1.32); FKA: Franklin & Union Free Pike, 1818-1874
0289	1905		See Notes	From SR.42 to dead end; ROW: (1) From US.42 to mile 0.53 = 30' (2) From mile 0.53 to 0.55 at dead end = 80'. (See RES. # 00-204)
0290	1975		80'	From Columbia Rd to Landen Dr. Per 2003 ODOT Prop 0.875 mi was transferd to Twp: check for resolution 9/13/2006
0058				Re-Alignment of Road/ODOT
0058		Y		From # 0001 Fields-Ertel Rd to # 0054 Western Row Rd; #FKA: McVey Pike, Finney Turnpike, and Thompson and Spinner Pike, 1828-1890.
0032		Y		Overlay removed with Shrier Road/ ODOT
0032				From Butler-Warren Road #2, to Old 3'C Highway #10.
0041		Y		ODOT; install Roundabout form logs 3.241 to 3.335 add 0.004 miles due to alignment change
0018				From S.R. 122 to Red Lion-Five Pts. Road #126.
0252				
0253				
0011				See road # 0313, portion of Lebanon Rd changed to Murdoch-Goshen Road. (ress # 88-1129, dated 12/13/1988), Commissioner George Tenwilliger had verified the correct spelling is Murdoch, not Murdock; Murdoch was named after James Edward Murdoch.
0209				
0009				
0006				
0064				
0016				
0014				
0035		Y		From U.S. 22-3 to Lebanon Corp.
0134		Y		From US 42 to
0057			See Notes	From Butler-Warren Rd to US 42; R/W : See plans WAR.- CR 57; FKA: Mason-Mauds Road (1835) per Mason Village Council. Mason-Mauds extends into Butler County and is named Tylersville Road 02/07/1961 changed to Tylersville Road; formerly Voorhees Free Turnpike.
0033		Y		From 1.09 miles north of S.R. 63 to Twp Line at (4.30) and from mile (5.93) to Shaker Road #48; FKA: Dick's Creek Meeting House Road, 1834-1890
0039		Y		From Middletown Road #30 (at bridge over L.M.R.), to U.S. 42; portion FKA: Waynesville Ferry Road

Road #	Year Established	Bridge:	R/W Existing	Description/Notes/Comments
0181		Y		From SR 132 to Gustin-Rider Rd #187; Formerly 2 roads: #181 Smith-Worely Rd, and # 182 Addis-Mounts Road Part of #182 no longer exists as a road and the remainder has been combined with #181 and is now Whitacre Road 02/07/1961. FKA: Smith-Worely Road, 1887; Addis-Mounts construction began 1844, completed 1895, then portions became Whitacre and portions were vacated (source Dalls Bogan, WCOH Gen Web)
0277			60'	From Dallasburg Road#51 to Foster-Maineville Road#23.
0610	1994		49'	From Fields-Errei Road to end at mile 0.062.
0007		Y		From Oregonie Road #12 to Lebanon Corp. (0.03) to Clinton Co. Line (11.27); Meadowbrook, Sec 1, Pb 3, pg 279 shows Wifmington as 'Lebanon Wifmington Pike'
0237		Y		From New Burlington Road #36 to Greene Co.
0259			unknown	From # 0240 Compton Rd to Clinton County line; FKA: Haines Road; Name changed per Res #98-1562, dated 10/27/1988
0153		Y		From # 0026 Cozaddale-Murdoch Rd to South Lebanon corp. 0.420 annexed to Maineville, Res # 2009-R43, 485.2347AC; FKA: Union-South Lebanon Rd, changed to Zoar Rd 10/27/1954; Res 2010-R10, eff 9/5/2010, 190.622 AC. Commissioner George Terwilliger had verified the correct spelling is Murdoch, not Murdock, Murdoch was named after James Edward Murdoch.

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

# Resolution

Number 21-0154

Adopted Date February 02, 2021

ENTER INTO AN AMENDMENT TO JOINT AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, OHIO FOR THE DESIGN OF IMPROVEMENTS TO FIELDS ERTEL ROAD BETWEEN SNIDER ROAD AND WILKENS BOULEVARD ON BEHALF OF THE WARREN COUNTY ENGINEER

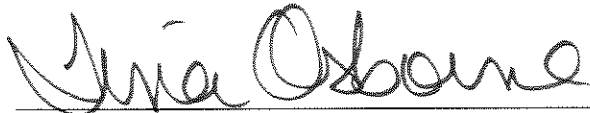
BE IT RESOLVED, to enter into an Amendment to Joint Agreement between Warren County and Hamilton County for the Design of Improvements to Fields Ertel Road between Snider Road and Wilkens Boulevard (Project No. 501715), as attached hereto and made a part hereof.

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



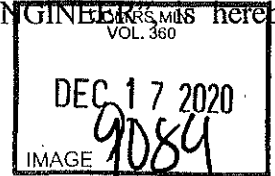
Tina Osborne, Clerk

cc: c/a – Hamilton County  
Hamilton County Engineer  
Engineer (file)

**AMENDMENT TO JOINT AGREEMENT BETWEEN HAMILTON COUNTY AND WARREN COUNTY FOR THE DESIGN OF IMPROVEMENTS TO FIELDS ERTEL ROAD BETWEEN SNIDER ROAD AND WILKENS BOULEVARD**

**PROJECT No. 501715**

The JOINT AGREEMENT entered into on March 21, 2018, by and between the Board of County Commissioners of Hamilton County, Ohio, hereinafter referred to as "HAMILTON COUNTY", on behalf of the Hamilton County Engineer, hereinafter referred to as the "HAMILTON COUNTY ENGINEER", and the Board of County Commissioners of Warren County, Ohio, hereinafter referred to as "WARREN COUNTY", on behalf of the Warren County Engineer, hereinafter referred to as the "WARREN COUNTY ENGINEER", is hereby amended as follows:



HAMILTON COUNTY and WARREN COUNTY agree:

- 1) To each pay ONE-HALF (50%) of the Total of the Engineering Design Cost of the Project, which is currently anticipated to be approximately \$1.6 Million.
- 2) To strike Item 10 of the JOINT AGREEMENT and replace it with the following: HAMILTON COUNTY shall pay ONE-HALF (50%) of the Engineering Design Cost of the Project to WARREN COUNTY upon receipt of invoice(s) from WARREN COUNTY.
- 3) WARREN COUNTY shall invoice HAMILTON COUNTY for ONE-HALF (50%) of the Engineering Design Cost, which is anticipated to be approximately \$800,000.00.
- 4) WARREN COUNTY shall invoice, and HAMILTON COUNTY shall pay, at or around the 31<sup>st</sup> of March 2021, an amount of approximately \$400,000.00 towards their Half of the Engineering Design Cost.
- 5) WARREN COUNTY shall invoice, and HAMILTON COUNTY shall pay, at or around the 30<sup>th</sup> of September 2021, the balance of their Half of the Engineering Design Cost, which is anticipated to be an amount of approximately \$400,000.00.
- 6) That Engineering Design, only, shall be completed for the Project as part of this JOINT AGREEMENT.
- 7) That Project Right-of-Way Acquisition and Project Construction shall be completed in another manner, independent of this JOINT AGREEMENT.

This AMENDMENT TO JOINT AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**All other obligations of the Joint Agreement shall remain in full force and effect, except as provided herein. In the event any conflict or dispute arises between the Joint Agreement and this Addendum, such conflict or dispute shall be resolved in accordance with the amended obligations set forth in this Amendment.**

**WARREN COUNTY:**

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed on the date stated below by David G Young, its President, pursuant to Resolution No. 21-0154, dated 2/2/2021.

RECOMMENDED BY:

**WARREN COUNTY ENGINEER**

BY: Neil F. Tunison

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

TITLE: County Engineer

DATE: 1/26/2021

AGREED TO BY:

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

BY: David G Young

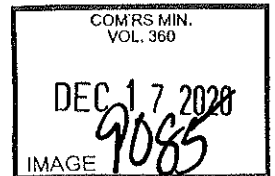
NAME: David G Young

TITLE: President

DATE: 2/2/2021

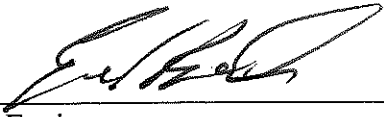
Approved as to Form:  
DAVID P. FORNSHELL, PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

BY: Bone A McHenry  
Assistant Prosecutor





**HAMILTON COUNTY:**

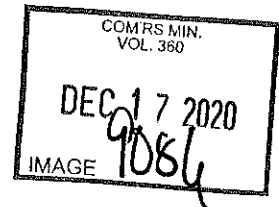
By:   
County Engineer

Board of County Commissioners, Hamilton County, Ohio:

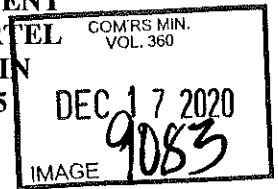
By:   
County Administrator

Approved as to Form:

By:   
Assistant County Prosecutor



**RESOLUTION AUTHORIZING A FIRST AMENDMENT TO A JOINT AGREEMENT  
WITH WARREN COUNTY FOR THE DESIGN IMPROVEMENT OF FIELDS ERTTEL  
ROAD BETWEEN SNIDER ROAD AND WILKENS BOULEVARD LOCATED IN  
SYMMES TOWNSHIP, HAMILTON COUNTY, OHIO. PROJECT NO. 501715**



BY THE BOARD:

WHEREAS, on March 21<sup>st</sup>, 2018, the Board of Hamilton County Commissioners, entered into an Joint Agreement with Warren County, Ohio for the design of improvements Fields Ertel Road between Snider Road and Wilkens Boulevard, hereinafter referred to as the PROJECT; and

WHEREAS, it is now in the County's interest to revise the Agreement so as to modify the terms of the funding for the PROJECT, and to clarify the responsibilities of each party as it pertains to invoicing and the splits of the anticipated engineering design costs.

NOW, THEREFORE, BE IT RESOLVED that the County Administrator be, and he hereby is authorized and directed to execute the Amendment to an Agreement.

BE IT FURTHER RESOLVED that the Clerk of the Board be, and is hereby authorized and directed to certify a copy of this Resolution to the County Engineer and the County Auditor.

ADOPTED at a regularly adjourned meeting of the Board of County Commissioners of Hamilton County, Ohio this 17<sup>th</sup> day of December, 2020.

Ms. Driehaus, YES

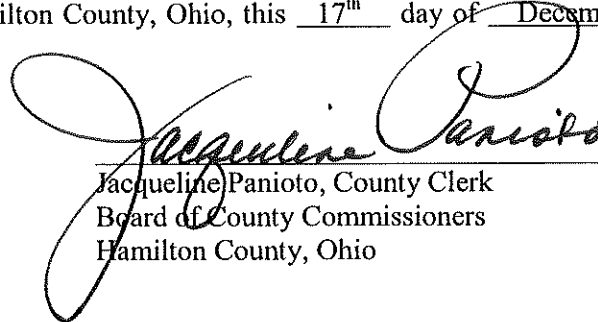
Ms. Summerow Dumas, YES

Ms. Parks, YES

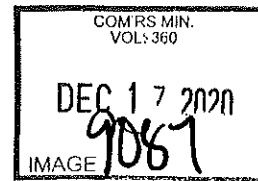
**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a Resolution adopted by this Board of County Commissioners of Hamilton County, Ohio, this 17<sup>th</sup> day of December, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Office of the Board of County Commissioners of Hamilton County, Ohio, this 17<sup>th</sup> day of December, 2020.

  
Jacqueline Panioto, County Clerk  
Board of County Commissioners  
Hamilton County, Ohio

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



# Resolution

Number 18-0229

Adopted Date February 20, 2018

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

BE IT RESOLVED, to approve a cooperative agreement between Warren County and Hamilton County for the Design of Improvements to Fields Ertel Road between Snider and Wilkens Boulevard Project No. 501715, as attached hereto and made a part hereof.

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

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

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

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a -- Hamilton County  
Hamilton County Engineer  
Engineer (file)

**JOINT AGREEMENT BETWEEN HAMILTON COUNTY  
AND WARREN COUNTY FOR THE DESIGN OF IMPROVEMENTS TO  
FIELDS ERTEL ROAD BETWEEN SNIDER ROAD AND WILKENS BOULEVARD**

**PROJECT No. 501715**

This JOINT AGREEMENT is made and entered into, by and between the Board of County Commissioners of Hamilton County, Ohio, hereinafter referred to as "HAMILTON COUNTY", on behalf of the Hamilton County Engineer, hereinafter referred to as the "HAMILTON COUNTY ENGINEER", and the Board of County Commissioners of Warren County, Ohio, hereinafter referred to as "WARREN COUNTY", on behalf of the Warren County Engineer, hereinafter referred to as the "WARREN COUNTY ENGINEER".

HAMILTON COUNTY and WARREN COUNTY desire to improve Fields Ertel Road from approximately Snider Road to approximately Wilkens Boulevard, hereinafter referred to as the "PROJECT".

The PROJECT will include, but not be limited to:

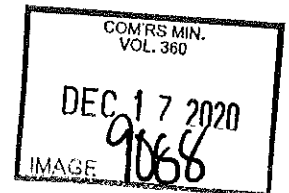
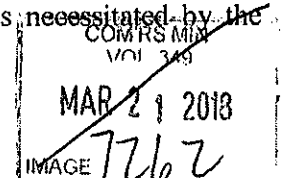
the widening of the pavement to create wider, safer lanes and create a five (5) lane section; and the construction of the road improvements, in general, so that the final roadway is centered upon the existing centerline alignment; and the construction of concrete curb along the north and south edges of the road; and the modification of existing traffic signals or the replacement of traffic signals as necessitated by the improvements.

HAMILTON COUNTY and WARREN COUNTY acknowledge that:

- 1) the PROJECT is required for, and conducive to, the orderly and efficient flow of traffic through the area.
- 2) the public will benefit by creating a joint project to complete the design of the PROJECT.
- 3) the PROJECT is within the dedicated road right-of-way(s) under the jurisdiction of Hamilton County and the jurisdiction of Warren County.
- 4) the PROJECT is of mutual benefit to both jurisdictions.

HAMILTON COUNTY and/or the HAMILTON COUNTY ENGINEER will:

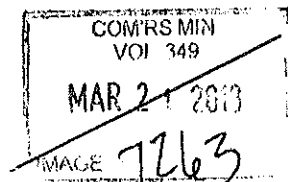
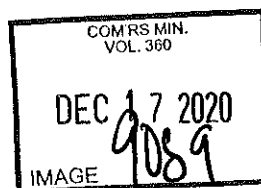
- 5) participate with WARREN COUNTY in the preparation of a Scope of Service and a Public Announcement of the Request for Statements of Qualifications from Professional Design firms for the PROJECT.
- 6) participate with WARREN COUNTY in the selection of a Professional Design firm, hereinafter referred to as the "CONSULTANT", to complete the necessary design work for the PROJECT through the qualifications-based process in accordance with the applicable sections of the Ohio Revised Code (ORC).
- 7) participate with WARREN COUNTY in the negotiation of a fee with the CONSULTANT to complete the design work for the PROJECT.



- 8) authorize WARREN COUNTY to execute an AGREEMENT with the CONSULTANT to complete the design of the PROJECT.
- 9) review and approve the construction plans for the improvements located in HAMILTON COUNTY as plans are completed and submitted by the CONSULTANT, such approval shall not be unreasonably withheld.
- 10) as applications for funding for the construction of the improvements are completed and the splits of the local share of the construction costs are determined, credit WARREN COUNTY for **ONE-HALF (50%)** of the TOTAL cost of the design work completed for the PROJECT by the CONSULTANT under the design AGREEMENT and any and all properly approved AMENDMENT(s) to the AGREEMENT.

WARREN COUNTY and/or the WARREN COUNTY ENGINEER will:

- 11) with the participation of HAMILTON COUNTY, prepare a Scope of Service and a Public Announcement of the Request for Statements of Qualifications from Professional Design firms for the PROJECT.
- 12) with the participation of HAMILTON COUNTY, select a CONSULTANT to complete the necessary design work for the PROJECT through the qualifications-based process in accordance with the applicable sections of the Ohio Revised Code (ORC).
- 13) with the participation of HAMILTON COUNTY, negotiate a fee with the CONSULTANT to complete the design work for the PROJECT.
- 14) be responsible for the execution of an AGREEMENT with the CONSULTANT to complete the necessary design work for the PROJECT.
- 15) require the CONSULTANT to add Hamilton County and the Hamilton County Engineer as additional insured on all required general, automobile, personal injury, and other applicable insurance policies.
- 16) administer the Professional Design AGREEMENT and/or any approved and properly executed AMENDMENT to the AGREEMENT for the design work.
- 17) coordinate the reviewing of the plans by all necessary parties.
- 18) employ a qualified firm to complete all required geotechnical work on the PROJECT.
- 19) after receiving an invoice from the CONSULTANT, verify that the invoiced work has been completed and directly reimburse the CONSULTANT.



- 20) after receiving any request from the CONSULTANT for changes/modifications to the AGREEMENT, negotiate the scope of work and the additional fee for the AMENDMENT to the AGREEMENT, prepare the appropriate AMENDMENT and submit the AMENDMENT to HAMILTON COUNTY for approval.
- 21) initially be responsible for the TOTAL cost of the design work to be completed for the PROJECT under the AGREEMENT.

HAMILTON COUNTY and WARREN COUNTY further agree that:

- 22) the HAMILTON COUNTY ENGINEER and the WARREN COUNTY ENGINEER shall each be responsible **ONLY** for the review and approval of the improvement plans for those areas within each respective jurisdiction.
- 23) the design of the PROJECT as a Joint Project does **NOT** mean that either party to this JOINT AGREEMENT or either Engineer has accepted from or delegated to any of the other parties the responsibility and/or liability. for the design of those sections of the PROJECT that are within the other party's jurisdiction.

This JOINT AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

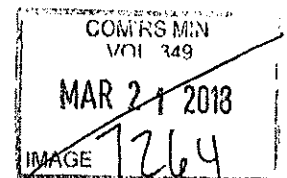
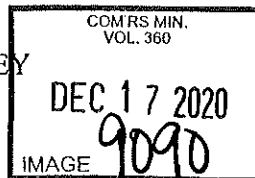
**WARREN COUNTY:**

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed on the date stated below by Tom Grossmann, its President, pursuant to Resolution No. 18-0299, dated 2/20/18.

RECOMMENDED BY:  
 WARREN COUNTY ENGINEER  
 BY: Neil F. Tunison  
 NAME: Neil F. Tunison, P.E., P.S.  
 TITLE: County Engineer  
 DATE: 2/20/2018

AGREED TO BY:  
 BOARD OF COMMISSIONERS  
 OF WARREN COUNTY, OHIO  
 BY: Tom Grossmann  
 NAME: Tom Grossmann  
 TITLE: President  
 DATE: 2/20/18

Approved as to Form:  
 DAVID P. FORNSHELL, PROSECUTING ATTORNEY  
 WARREN COUNTY, OHIO  
 BY: David P. Fornshell  
 Assistant Prosecutor



**HAMILTON COUNTY:**

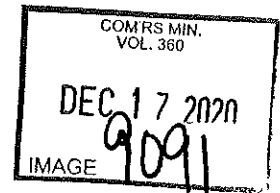
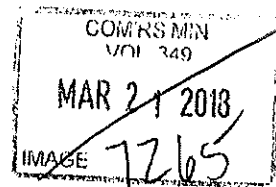
By: *Andrew B. Hubbard*  
County Engineer

Board of County Commissioners, Hamilton County, Ohio:

By: *J. W. [Signature]*  
County Administrator

Approved as to Form:

By: *[Signature]*  
Assistant County Prosecutor



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

# Resolution

Number 21-0155

Adopted Date February 02, 2021

**AUTHORIZE ACCEPTANCE OF QUOTE FROM BUSINESS COMMUNICATIONS  
SPECIALISTS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR  
ONSITE SUPPORT FOR TELEPHONE UPGRADE**

WHEREAS, Business Communication Specialists will provide onsite support for phone system upgrade for Warren County Telecom, as indicated on the attached quote for purchase, requires signature indicating acceptance; and

NOW THEREFORE BE IT RESOLVED, to accept quote from Business Communications Specialists on behalf of Warren County Telecommunications for Onsite phone system upgrade support; as attached hereto and 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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Business Communications Specialists  
Telecom (file)





**BUSINESS  
COMMUNICATION  
SPECIALISTS**

# QUOTE

162 Main Street, Wadsworth, OH 44281  
P: 330.335.7276 • F: 330.335.7275  
www.bcsip.com

**Number** AAAQ15160-01  
**Date** Jan 20, 2021

Sold To	Ship To	Your Sales Rep
<b>Warren County</b> Paul Kindell 500 Justice Dr, LL Lebanon, OH 45036-2523 United States  <b>Phone</b> (513)695-1318 <b>Fax</b> (513)695-2973	<b>Warren County</b> Paul Kindell 500 Justice Dr, LL Lebanon, OH 45036-2523 United States  <b>Phone</b> (513)695-1318 <b>Fax</b> (513)695-2973	Bryon Palitto  330-335-7271  bryonp@palittoconsulting.com

Qty	Description	Unit Price	Ext. Price
8	Estimated Onsite After Hours for system upgrade (Bill as used)	\$165.00	\$1,320.00
	<i>BCS will be onsite to support Warren County perform the upgrade</i>		
1	Onsite support for upgrade including all travel expenses	\$925.00	\$925.00

This quote has been created based on the facts as Business Communication Specialists knows them regarding the environment being quoted at the time of the quote. The Client agrees to be responsible for the cost of any additional hardware, software, licenses and labor that are a result of a client change request to this quote.

*Due to the rapidly changing nature of the computer and IT industry, quotes are guaranteed for 15 days.*

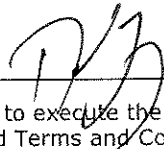
See Standard Terms and Conditions for Payment Terms

<b>SubTotal</b>	\$2,245.00
<b>Tax</b>	\$0.00
<b>Shipping</b>	\$0.00
<b>Total</b>	<b>\$2,245.00</b>

Signature of Acceptance

Print Name: David G Young

Date: 2/12/2021

Signature: 

Signatory has authority to execute the contract and hereby acknowledges and agrees that the terms and conditions contained within this Quote and Standard Terms and Conditions provided herewith, shall apply to all Customer-executed PO's. The parties agree that facsimile signatures shall be as effective as originals.

**APPROVED AS TO FORM**



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



BUSINESS  
COMMUNICATION  
SPECIALISTS

162 Main Street  
Wadsworth, OH 44281

Phone: 330.335.7276 Fax: 330.335.7275  
www.businesscommunicationspecialists.com

## Warren County Standard Terms and Conditions

Thank you for considering Business Communication Specialists (BCS) for your Voice Technology needs. The following are the specific terms of this proposal, with the responsibilities of each party noted. Any of the following terms or conditions that are addressed on this Standard Terms and Conditions will be superseded by the details as specified on the face of the proposal.

### Payment Terms

- 1) Hardware and Software: 100% of ShoreTel and Extreme hardware and software costs will be paid after delivery of the same (approximately 7 days after receipt of valid invoice).
- 2) Maintenance, Installation, etc.: 100% due upon project completion.

### Rescheduling Fee

BCS reserves the right to charge a rescheduling fee for scheduled implementations that are postponed by the customer on short notice. If the rescheduling occurs within 7 days of the scheduled time, the fee is \$1,000. If the rescheduling occurs between 8-14 days of the scheduled time, the fee is \$500.

### Warranty & Additional Notes

BCS sells only the highest quality of products. All items sold do not have a BCS warranty. Only the manufacturer's warranty will apply. Labor required to facilitate obtaining the warranty replacement will be invoiced according to current standard rates. *Keep all original boxes for the length of warranty per each manufacturer's user manual. BCS is not responsible to refund warranty items without the original box and all accessories. BCS disclaims any and all warranties, express or implied, including but not limited to all warranties of merchantability and fitness for use for a particular purpose with respect to any and all goods/services that are the subject of this contract.*

### Technical Support

Additional customer support is provided in a variety of ways depending on the nature of the need. This includes personal assistance over the telephone, on-site visits, remote connection to the users system through telecommunication software, fax back communication and by written documentation. This support is invoiced weekly in 15-minute increments using the applicable rate schedule, with a minimum of one hour for onsite visits. When incidental expense, including, but not limited to, travel, lodging, meals, etc., is incurred for the additional support, customer agrees to reimburse all reasonable costs.

### License Agreement

All licenses are a one-time fee with no recurring charges for use of the software as purchased and supplied.

### Limit of Remedy:

BCS's entire liability is limited to the amount paid by the customer under the terms of this Agreement and customer hereby waives any and all rights to consequential and/or punitive damages. This contract shall be construed in accordance with the laws of the State of Ohio without resort to conflict of laws principles. In the event that a claim/dispute arises between the parties with respect to this contract, the jurisdiction for this event will be in the County of Warren, Ohio.

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

# Resolution

Number 21-0156

Adopted Date February 02, 2021

AUTHORIZE PRESIDENT OF THE BOARD TO SIGN CHANGE ORDER NO. 46409 WITH CENTRAL SQUARE TECHNOLOGIES, LLC ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified and recommended that the Board of County Commissioners approve the Central Square Change Order No. 46409 to Update the Reporting System; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign the Change Order No. 46409 with Central Square Technologies, LLC on behalf of Warren County Telecommunications 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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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



# CENTRAL SQUARE

## Change Order

Date: 1/14/2021

Post Go-Live  Decommission  Cancellation  GSA

### General & Client Information

Agency/Entity Name: Warren County  
 Product Family: IQ (formerly Omega)  
 Bill To #: 0187105  
 500 Justice Drive  
 Lebanon, OH 45036-1308

Original Contract #: 6395  
 Change Order #: 46409

Client Purchase Order #:  
 Client Purchase Order Date:

Client Contact: Deputy Director Gary Estes  
 Contact Phone: (513) 695-1810  
 Contact Email Address: gary.estes@wcoch.ohio.gov

Credit Terms: Net-30  
 Account Executive: Lindsey Blarte  
 Project Manager:

Ship to:

### Project Products & Services Change Summary

Asset	Product Group	Item Description	Original Qty	Qty Change (+/-)	Updated Qty	Unit Price	Qty	Unit \$	Discounts	Extended Price
Services	IQ (formerly Omega)	TrnTech.com IQ Analytics Set Up Services (Remote)	1	-1	-	\$ 700.00	\$	(700.00)		\$ (700.00)
Services	IQ (formerly Omega)	TrnTech.com IQ Analytics 1 Day Dashboard End User Training (Remote)	1	-1	-	\$ 1,400.00	\$	(1,400.00)		\$ (1,400.00)
Services	IQ (formerly Omega)	TrnTech.com IQ Analytics 1/2 Day Reporting End User Training (Remote)	1	-1	-	\$ 700.00	\$	(700.00)		\$ (700.00)
Subscription	IQ (formerly Omega)	TrnTech.com IQ Analytics Concurrent User Bundle One Year Subscription	1	-1	-	\$ 2,500.00	\$	(2,500.00)		\$ (2,500.00)
Subscription	Other	TrnTech.com Data Vault Disaster Recovery Option 200 GB Annual Subscription	1	-1	-	\$ 7,850.00	\$	(7,850.00)		\$ (7,850.00)
Subscription	IQ (formerly Omega)	CrimeView Analytics: Standard Subscription (5 yrs data) Subscription Fee	Q-22747	1	1	\$ 1,350.00	\$	1,350.00	\$ (337.50)	\$ 1,012.50
Subscription	IQ (formerly Omega)	CrimeView Analytics: Informative Subscription (5 yrs data) Subscription Fee	Q-22747	1	1	\$ 6,000.00	\$	6,000.00	\$ (1,500.00)	\$ 4,500.00
Subscription	IQ (formerly Omega)	IQ - FireView Analytics Annual Subscription Fee	Q-22747	1	1	\$ 6,765.00	\$	6,765.00	\$ (5,762.50)	\$ 1,012.50
Services	IQ (formerly Omega)	Public Safety Project Management Services - Fixed Fee	Q-22747	32	32	\$ 195.00	\$	6,240.00	\$ (3,120.00)	\$ 3,120.00
Services	IQ (formerly Omega)	Public Safety GIS Services - Fixed Fee	Q-22747	140	140	\$ 195.00	\$	27,300.00	\$ (13,650.00)	\$ 13,650.00
Subscription	IQ (formerly Omega)	CrimeView Analytics: Designer/Admin License Subscription Annual Subscription Fee	Q-27922	10	10	\$ 350.00	\$	3,500.00		\$ 3,500.00
<b>Total:</b>										\$ 13,645.00

### Project Payment Terms: Payment due in full 30 days from date of invoice.

Due at Activation of Subscriptions

Total: \$ 13,645.00  
 Total Payments: \$ 13,645.00

### Summary Information & Project Notes

An annual subscription fee in the amount of \$10,025 will be due one year from Go Live.

Send Purchase Orders to:  
 Account Management



# CENTRAL SQUARE

## Change Order

Post Go-Line  Decommission  Cancellation  GSA

Date: 1/14/2021

Remit Payments to:  
CentralSquare Technologies, LLC  
12709 Collection Center Drive  
Chicago, IL 60693

Issued by:  
Contact info:

### Terms and Conditions

Proposed Change Order is valid for 60 (sixty) days. The terms and conditions outlined in the original contract apply to this change when fully executed.

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate this change order, check the appropriate box below and, either, (i) attach a copy of this change order to your purchase order when it is remitted to CentralSquare, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice for this change order, sign below and email this change order to your account manager to indicate your acceptance.

Purchase Order required and attached, reference PO# \_\_\_\_\_ on invoice  
 No Purchase Order required to invoice

Please check one of the following:

I agree to pay any applicable sales tax.  
 I am tax exempt. Please contact me if CentralSquare does not have my current exempt information on file.

### Accepted for Client

Warren  
County  
Client Agency/Entity Name

David B Young  
Print Name  
Client Authorized Representative

\* [Signature]  
Signature  
Client Authorized Representative

President  
Title

1/14/2021  
Date

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

# Resolution

Number 21-0157

Adopted Date February 02, 2021

AUTHORIZE ACCEPTANCE OF QUOTE FROM BUSINESS COMMUNICATIONS SPECIALISTS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR WORKGROUP AGENT LICENSES

WHEREAS, the Connect Onsite Essential to Advanced upgrade licenses provided by Business Communication Specialists for Warren County Telecom, as indicated on the attached quote for purchase, requires signature indicating acceptance; and

NOW THEREFORE BE IT RESOLVED, to accept quote from Business Communications Specialists on behalf of Warren County Telecommunications for Workgroup Agent licenses; as attached hereto and 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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Business Communications Specialists  
Telecom (file)



**BUSINESS  
COMMUNICATION  
SPECIALISTS**

# QUOTE

162 Main Street, Wadsworth, OH 44281  
P: 330.335.7276 • F: 330.335.7275  
www.bcsip.com

**Number** AAAQ15166-01  
**Date** Jan 20, 2021

Sold To	Ship To	Your Sales Rep
<b>Warren County</b> Paul Kindell 500 Justice Dr, LL Lebanon, OH 45036-2523 United States  <b>Phone</b> (513)695-1318 <b>Fax</b> (513)695-2973	<b>Warren County</b> Paul Kindell 500 Justice Dr, LL Lebanon, OH 45036-2523 United States  <b>Phone</b> (513)695-1318 <b>Fax</b> (513)695-2973	Bryon Palitto  330-335-7271  bryonp@palittoconsulting.com

Qty	Description	MSRP	Discount	Unit Price	Ext. Price
17 30154	Connect Onsite Essentials to Advanced Upgrade	\$300.00	D40	\$180.00	\$3,060.00
1 94151P	ShoreCare Partner Support - Prorated until anniversary date (5 Year No Phones plan)	\$0.00		\$261.00	\$261.00

Source Well Contract # (022719-MBS)

This quote has been created based on the facts as Business Communication Specialists knows them regarding the environment being quoted at the time of the quote. The Client agrees to be responsible for the cost of any additional hardware, software, licenses and labor that are a result of a client change request to this quote.

Due to the rapidly changing nature of the computer and IT industry, quotes are guaranteed for 15 days.

See Standard Terms and Conditions for Payment Terms

Signature of Acceptance


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

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

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

Signatory has authority to execute the contract and hereby acknowledges and agrees that the terms and conditions contained within this Quote and Standard Terms and Conditions provided herewith, shall apply to all Customer-executed PO's. The parties agree that facsimile signatures shall be as effective as originals.

<b>SubTotal</b>	\$3,321.00
<b>Tax</b>	\$0.00
<b>Shipping</b>	\$0.00
<b>Total</b>	<b>\$3,321.00</b>

APPROVED AS TO FORM  
  
 Keith W. Anderson  
 Asst. Prosecuting Attorney



BUSINESS  
COMMUNICATION  
SPECIALISTS

162 Main Street  
Wadsworth, OH 44281  
Phone: 330.335.7276 Fax: 330.335.7275  
www.businesscommunicationspecialists.com

## Warren County Standard Terms and Conditions

Thank you for considering Business Communication Specialists (BCS) for your Voice Technology needs. The following are the specific terms of this proposal, with the responsibilities of each party noted. Any of the following terms or conditions that are addressed on this Standard Terms and Conditions will be superseded by the details as specified on the face of the proposal.

### Payment Terms

- 1) Hardware and Software: 100% of ShoreTel and Extreme hardware and software costs will be paid after delivery of the same (approximately 7 days after receipt of valid invoice).
- 2) Maintenance, Installation, etc.: 100% due upon project completion.

### Rescheduling Fee

BCS reserves the right to charge a rescheduling fee for scheduled implementations that are postponed by the customer on short notice. If the rescheduling occurs within 7 days of the scheduled time, the fee is \$1,000. If the rescheduling occurs between 8-14 days of the scheduled time, the fee is \$500.

### Warranty & Additional Notes

BCS sells only the highest quality of products. All items sold do not have a BCS warranty. Only the manufacturer's warranty will apply. Labor required to facilitate obtaining the warranty replacement will be invoiced according to current standard rates. *Keep all original boxes for the length of warranty per each manufacturer's user manual. BCS is not responsible to refund warranty items without the original box and all accessories. BCS disclaims any and all warranties, express or implied, including but not limited to all warranties of merchantability and fitness for use for a particular purpose with respect to any and all goods/services that are the subject of this contract.*

### Technical Support

Additional customer support is provided in a variety of ways depending on the nature of the need. This includes personal assistance over the telephone, on-site visits, remote connection to the users system through telecommunication software, fax back communication and by written documentation. This support is invoiced weekly in 15-minute increments using the applicable rate schedule, with a minimum of one hour for onsite visits. When incidental expense, including, but not limited to, travel, lodging, meals, etc., is incurred for the additional support, customer agrees to reimburse all reasonable costs.

### License Agreement

All licenses are a one-time fee with no recurring charges for use of the software as purchased and supplied.

### Limit of Remedy:

BCS's entire liability is limited to the amount paid by the customer under the terms of this Agreement and customer hereby waives any and all rights to consequential and/or punitive damages. This contract shall be construed in accordance with the laws of the State of Ohio without resort to conflict of laws principles. In the event that a claim/dispute arises between the parties with respect to this contract, the jurisdiction for this event will be in the County of Warren, Ohio.



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

# Resolution

Number 21-0158

Adopted Date February 02, 2021

ENTER INTO ANNUAL RENEWAL AND MAINTENANCE AGREEMENT WITH  
GENCORE CANDEO, LTD ON BEHALF OF WARREN COUNTY  
TELECOMMUNICATIONS

WHEREAS, the department will renew maintenance agreement with Gencore Candeo, Ltd. for Genwatch maintenance to maintain radio usage records; and

NOW THEREFORE BE IT RESOLVED, to enter into a maintenance agreement with Gencore Candeo, Ltd. on behalf of Warren County Telecommunications 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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Gencore Candeo, Ltd.  
Telecom (file)

# QUOTATION



Questions?

## Essential Service Agreement

Mike.Greenaway@genesisworld.com

**QUOTE #:** WARREN01182021A

**End User:** Warren County OH #0202  
**Quoted To:** End User  
**Attn:** Paul Kindell

**Quotation date:** 1/18/2021  
**Valid Through:** 4/18/2021  
**Dates Covered:** 4/1/2021 - 3/31/2022  
**Term Length:** 1-Year

**SUMMARY** - Essential Service Agreement includes telephone and remote support, system analysis, software updates and upgrades from 8:00 am-5:00 pm CST Mon. - Fri. System down emergencies are supported 24/7. On-site work, training, and hardware are excluded but can be quoted upon request.

Details:	Qty	Per Year	Extended
1 GW3-OTA for P25 (primary) Basic Core plus: 1- Year Archiving, Affiliation, Channel Status, SAM/CloneWatch, GenSPOut, Full Reports, System Summary, SysVista, Talkgroups (unlimited)	1	\$6,511	\$6,511
2 GW3-OTA for P25 (fail- over) SystemWatch **Billed at 1/2 price due to serving as redundancy	1	\$2,479	\$2,479
<b>Total...</b>			<b>\$8,990</b>

**Purchase Instructions:**

- PRICES:** All prices are expressed in U.S. Dollars and are payable in U.S. Dollars. Please make all checks and wire transfers payable to GenCore Candeo, Ltd. Contact Genesis for Bank Wire Transfer Instructions.
- TAXES:** The above quoted price does not include any applicable state or local taxes. If applicable, they will be calculated at the time of purchase and reflected on your invoice.
- PAYMENT TERMS:** Submit Purchase Order to: Orders@genesisworld.com Net 30 days. Please remit payment to: GenCore Candeo, Ltd., 5800 Eagles Nest Blvd., Tyler, Texas 75703
- SUPPORT:** Full list of provisions for the Genesis Essential Service Agreement are available upon request.

\*\*I hereby agree to the above stated prices, terms and conditions set forth by The Genesis Group.\*\*

APPROVED AS TO FORM  
  
 Keith W. Anderson  
 Asst. Prosecuting Attorney

David G Young  
 Printed Name

President  
 Title

Customer Signature (not required if Issuing a Purchase Order)

2/2/2021  
 Date



# ESSENTIAL SERVICE AGREEMENT OVERVIEW

This document outlines provisions included in the Essential Service Agreement (ESA) for maintaining your Genesis software solutions.

Service Provided:	Essential Service Agreement
Multi-Year pricing and renewal incentives	✓
Phone, email, & remote in assistance 8am – 5pm, Monday – Friday, Central Standard Time	✓
24/7 “On-Call” availability for Level 1 issues (see item 6)	✓
Software updates and version upgrades	✓

## 1. Essential Service Agreement includes:

- 1.1. Software upgrades: Professional Service fees may apply for circumstances requiring urgency from the Technical Support team. Possible causes: gap of 2 or more versions to latest release poor remote connectivity, above-average database size. A quote will be provided prior to an upgrade.
  - 1.1.1. Hardware replacement or modification to meet Genesis software spec requirements, is not included. Hardware can be purchased through Genesis or sourced privately.
- 1.2. Renewal rates: A percentage of the current list price value of all Genesis software products running at a customer location. If the customer takes products out of commission or adds new ones, Genesis will adjust the rate accordingly.
  - 1.2.1. Multi-year follows single year pricing structure with industry standard increases built-in and presented as a median annual rate to aid in budgeting and predictability. Price incentives are available when purchasing in full up front. Should Genesis rates increase above the quoted rate, the customer is protected.
- 1.3. Hardware support provisions: Genesis provided PC’s and Servers include a warranty through the manufacturer. The warranty is 5 years from the date it leaves the manufacturer’s facility and time elapsed in Genesis inventory as well as field deployment are included in the manufacturer warranty term. All hardware issues should be directed to the manufacturer. Each PC and Server is labeled with warranty expiration and the technical support phone number of its manufacturer. Should hardware malfunction require restoration of your Genesis software, Genesis will provide the software support needed. ESA does not include hardware replacement; however, hardware replacements can be purchased separately through Genesis. If sourcing hardware privately is preferred, Genesis can provide spec requirements for the current software release.
- 1.4. Onsite Services and Training: Training of new or existing employees on the use of Genesis software products are not included. A quote can be provided for these services upon request.

## 2. Expired Agreement:

2.1. It is the customer's responsibility to maintain a Service Agreement at all times. Should a lapse in coverage occur:

2.1.1. All support services will be postponed until a payment method has been determined.

2.1.2. Genesis will provide a renewal quote to the financial decision maker.

2.2. If the renewal is declined:

2.2.1. Customer incurs an incident fee which includes up to one hour of support.

2.2.2. Any support beyond the first hour is charged in 30-minute increments.

2.2.3. If a more current Genesis version is required for a fix, a full ESA renewal will be required.

2.3. Additionally, the customer will incur a software upgrade fee proportionate to the time the service agreement has been expired which provides eligibility for the latest Genesis software release.

## 3. Coverage Term

Each original software purchase from Genesis includes a designated term of support based on the date of installation. The standard renewal term is 12 months; however, multi-year renewals are available. If a customer purchases multiple Genesis software products at differing times, it will create staggered renewal dates. Genesis can align differing dates during the next renewal process and can also align dates to meet budgeting processes or fiscal year end.

## 4. How to Reach Us:

Voice 1.903.787.7400

Toll Free 1.877.548.0465 (US or Canada)

Monday – Friday, 8am – 5pm, Central Standard Time

Email for tech support: [support@GenesisWorld.com](mailto:support@GenesisWorld.com)

Email for renewals: [renewals@genesisworld.com](mailto:renewals@genesisworld.com)

Website: <https://genesisworld.com/>

## 5. Support Provision occurs in the following order:

**Phase 1 = Support Ticket entry:** A case is entered, technician assigned, and case number is provided to the customer.

**Phase 2 = Problem Source Identification:** The technician assigned to your case will determine if the source of the technical need is generated by:

- Genesis software
- The hardware running the software
- The trunk system feeding the information to the previous elements

The technician determines this through communication with the customer by way of telephone, email, or remote-in access to their system. Most support cases are resolved within this phase.

**Phase 3 = Duplicate Software Activity.** If the reported issue cannot be solved within Phase 2, the Genesis Test Lab will reproduce the error or defect in order to investigate further.

**Phase 4 = Software Development.** If the identified issue requires development, the solution will be provided upon a mutually agreed schedule.

## 6. Severity Levels are defined as:

**Level 1: *Most severe problem: software is totally non-functioning.*** This qualifies as an emergency situation in which the software is unusable; loses information or data; or fails catastrophically in response to internal errors, user errors, or incorrect input files. Genesis will provide a “priority first” level of urgency, which allows for 24/7 support until a resolution is provided. If changes to the software are required, modifications will be provided according to a mutually agreed upon schedule. In the event that the reported issue requires on-site support, travel arrangements and fees will apply based on a mutually agreed rate.

**Level 2: *Software is functioning with incorrect results.*** This occurs when the software system is usable but incomplete and has a severe impact on use. Genesis will provide a “priority first” level of urgency during standard business hours until a resolution is found. If changes to the software are required, modifications will be provided according to a mutually agreed upon schedule. In the event that the reported issue requires on-site support, travel arrangements and fees will apply based on a mutually agreed rate.

**Level 3: *Software functions, but with inconvenience.*** Genesis will provide a resolution for these cases in the order of receipt during standard business hours. If changes to the software are required, modifications will be provided according to Genesis’ scheduled new releases of the software or a mutually agreed upon schedule if urgency is deemed necessary.

**Level 4: *Least severe problem: a cosmetic issue, lack of operator understanding, or system maintenance.*** Genesis will provide a resolution for these cases in the order of their receipt during standard business hours. Modifications to the software will be provided according to Genesis’ scheduled new releases of the software. System maintenance and modifications are scheduled into the support project calendar. System managers are encouraged to coordinate with the Genesis support team well in advance to secure a date within the customer’s preferred timeline.

## 7. Error Definitions

All situations imply the software is being used correctly and in accordance with the specifications and documentation for the software and release number in use at the time the error occurs. It also implies proper database and hardware maintenance has been performed in accordance with Genesis’ recommendations. Further, it implies the user has made all reasonable effort to resolve the problem, such as checking network connections or checking for appropriate services to be running (if applicable).

## 8. Support Levels through Product Life Cycles

Unless otherwise specifically stated, Genesis will provide support for a minimum of 7 years after the last published release of any of our products. Mainstream Support for our products will be provided during the life of a product and for 5 years after a successor product is released or after the last release of a product is made, whichever comes first. Mainstream Support is defined as Genesis’ ability to resolve a technical issue with a Genesis product and may require the customer to upgrade in order to properly service the customer.

## 9. Acceptance of terms

Submission of PO based on quotation provided serves as acceptance of the above stated terms and conditions.

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

# Resolution

Number 21-0159

Adopted Date February 02, 2021

**ADVERTISE FOR BIDS FOR WARREN COUNTY JAIL & SHERIFF'S OFFICE DENTAL  
EQUIPMENT PROJECT**

BE IT RESOLVED, to advertise for bids for the Warren County Jail & Sheriff's Office Dental Equipment 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 Website, beginning the week of February 14, 2021; bid opening to be March 2, 2021 at 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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH

cc: Facilities Management (file)  
OMB Bid file

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

# Resolution

Number 21-0160

Adopted Date February 02, 2021

ADVERTISE FOR BIDS FOR THE UNION ROAD BRIDGES #33-4.92 & #33-5.16  
REHABILITATION PROJECT

BE IT RESOLVED, to advertise for bids for the Union Road Bridges #33-4.92 & #33-5.16  
Rehabilitation Project for the County Engineer; and


BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general  
circulation and for two consecutive weeks on the County Internet Website, beginning the week of  
February 7, 2021; bid opening to be February 23, 2021 at 9:00 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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

KH//

cc: Engineer (file)  
OMB Bid file

# Resolution

Number 21-0161

Adopted Date February 02, 2021

## ADVERTISE FOR BIDS FOR THE SPRINGBORO ROAD BRIDGE #41-2.49 REHABILITATION PROJECT

BE IT RESOLVED, to advertise for bids for the Springboro Road Bridge #41-2.49 Rehabilitation Project for the County Engineer; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet Website, beginning the week of February 7, 2021; bid opening to be March 2, 2021 at 9:00 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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH/

cc: Engineer (file)  
OMB Bid file



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

# Resolution

Number 21-0162

Adopted Date February 02, 2021

DECLARE VARIOUS ITEMS WITHIN BOARD OF DEVELOPMENTAL DISABILITIES, BUILDING & ZONING, COMMON PLEAS COURT- GENERAL DIVISION, FACILITIES MANAGEMENT, RECORDS CENTER, OHIOMEANSJOBS, TREASURER'S OFFICE, AND WASHINGTON TOWNSHIP AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS

BE IT RESOLVED, to authorize disposal of various items from Board of Developmental Disabilities, Building & Zoning, Common Pleas Court- General Division, Facilities Management, Records Center, OhioMeansJobs, Treasurers' Office, and Washington, Township 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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/jm

cc: 2021 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

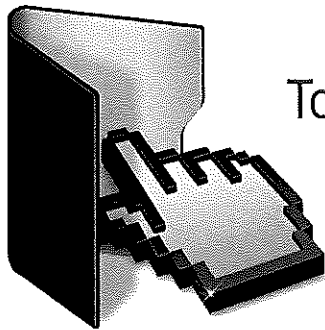
Board of DD

Date:

Jan 28, 2021

001

### 2014 Ford E-150 Work Van



Click Here  
To Upload Your  
First Image

Select Item Type

Vehicle

Vin #

1FTNE1EW7EDA76907

Title restriction?

Yes  No

Odometer Reading

71590

Accurate?

Yes  No  Unknown

Year

2014

Make

FORD

Model

E-150

Does it Start?

Yes  No  With Boost

Does it run?

Yes  No

Color

White

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

Good work truck, driven until decommissioned. Runs and drives fine. Minor rust and dents, shelving is not very secure. Engine is a 4.6 litre V-8 with automatic transmission and power windows and door locks, AC, tilt steering wheel. More pictures available, contact: [pete.mason@warrencountydd.org](mailto:pete.mason@warrencountydd.org)



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Pete Mason

Title: Operations Director

Phone Number 513-518-1848

Location of Item: 125 West Forest Avenue, South 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

B&Z20015

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

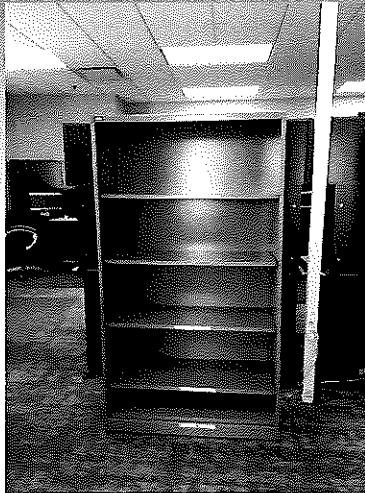
Building & Zoning

Date

Dec 11, 2020

015

### BOOKSHELVES



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
2			Y	BOOKSHELVES

Additional Comments

[Empty box for additional comments]

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: ANNA HELTON

Title: OFFICE ADMIN

Phone Number 695-1295

Location of Item: 3RD FLOOR

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

CPC20022

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Common Pleas Court - General

Date:

Dec 14, 2020

022

### Wood two-drawer file cabinets



Select Item Type

Lot of Multiple Items

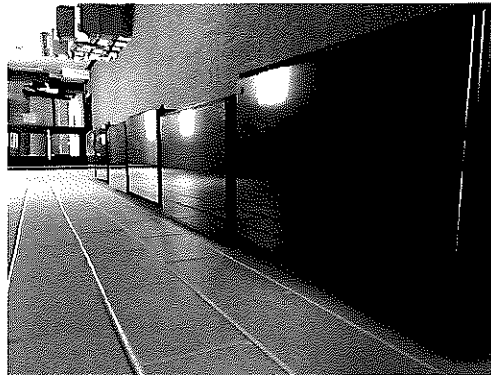
Qty	Brand	Model	Working Condition Y/N	Description
6				two-drawer file cabinets

Additional Comments

(6) Very sturdy wood 2-drawer file cabinets  
\*Does not come with the glass\*



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: CINDY PREWITT

Title: FISCAL COORDINATOR

Phone Number 513 695 2596

Location of Item: COMMON PLEAS CT 500 JUSTICE DRIVE LEBANON OH 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 # FAC20062

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Facilities Management

Date:

Dec 16, 2020

062

(Lot of lights - Recessed Lighting)



Select Item Type

Single Item

Category Lighting/Fixtures

Brand ReneSola

Model #

Serial #

Date Removed From Service 12/11/20

Did Item Work When Removed?

Yes

No

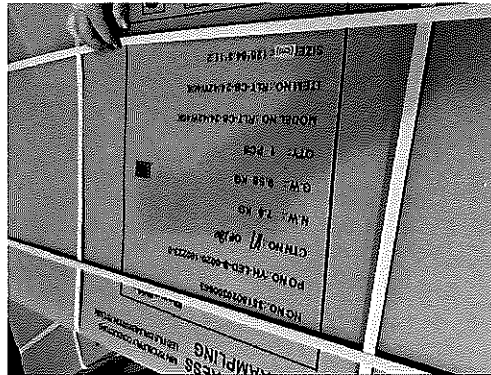
Unknown

Additional Comments

2 X 4 recessed lighting.  
Skid one has 14 lose and/or used. At the time they were removed lighting was still working.  
Skid two has 8 new still in the box. 2 lose recessed lighting.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Traci Guthrie

Title: Office Administrator

Phone Number 513-695-2008

Location of Item: 406 Justice Drive, Lebanon Ohio 45036 (located in Admin Bldg Loading Dock Area)

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

RCD20000

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Records Center

Date:

Dec 17, 2020

000

### LOT OF CPUs and KEYBOARDS



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
2	Dell	Omniplex	y	Omniplex 7020 CPUs - as is
1	Dell	Omniplex	Y	Omniplex 9020 CPS as is

Additional Comments

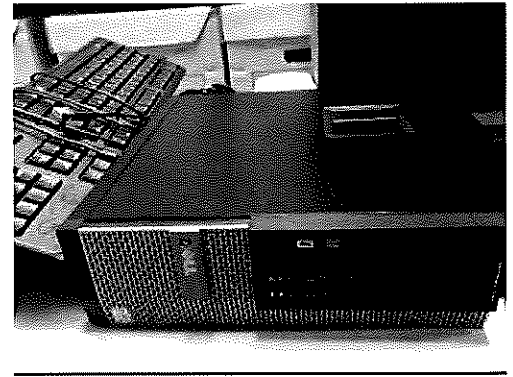
Includes assorted mice, keyboards and other plugs for CPUs.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Jen Haney Conover

Title: Director

Phone Number 5136951868

Location of Item: Records Center

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

RCD20000

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

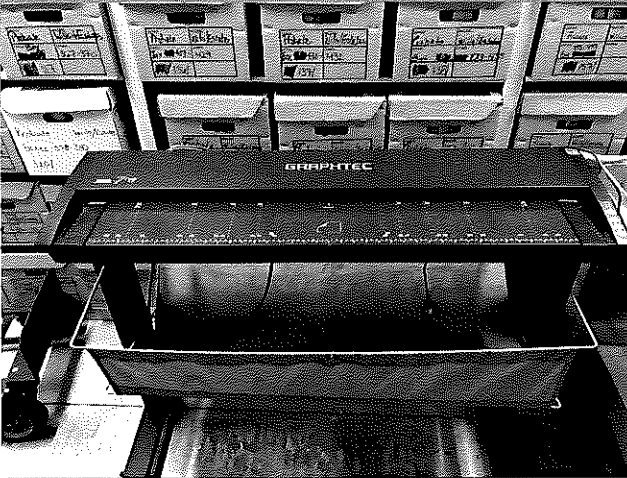
Records Center

Date:

Dec 17, 2020

000

### GRAPHTEC WIDE FORMAT SCANNER



Select Item Type

Single Item

Category

Library Equipment

Brand

Graphtec

Model #

IS200 Pro

Serial #

Date Removed From Service

12/17/20

Did Item Work When Removed?

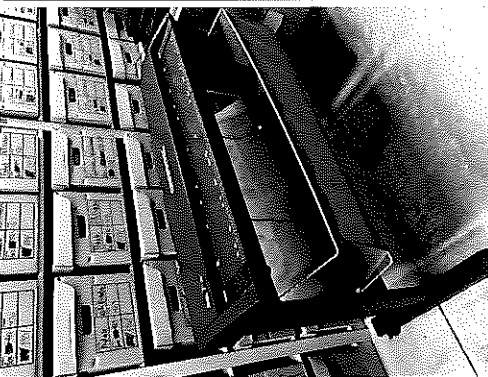
Yes

No

Unknown

Additional Comments

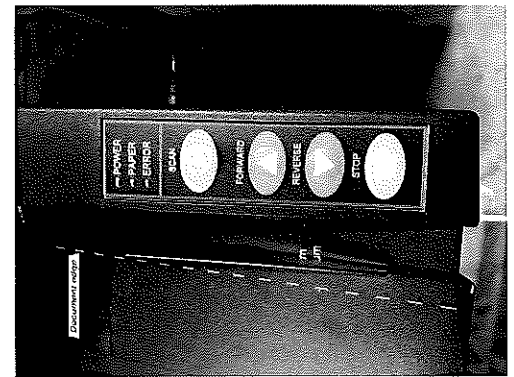
Used for 13 years. Still works, but needs a little bit of TLC when scanning. Comes with CD of software. SOLD AS IS.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Jen Haney Conover

Title: Director

Phone Number 5136951868

Location of Item: Records Center

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 #

TRE20020

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Treasurer

Date:

Dec 8, 2020

020

### 2HP SCREENS, 1 DELL TOWER, KEYBOARD, MOUSE



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

HP, DELL

Model #

Serial #

Date Removed From Service

8/3/20

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: DEBBIE PARSON

Title: LEGAL ASSISTANT/DEP TRE

Phone Number 5136951300

Location of Item: TREA OFFICE STORAGE ROOM

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 #

TRE20021

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Treasurer

Date:

Dec 8, 2020

021

### 2 MONROE ADDING MACHINES



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand MONROE

Model #

Serial #

Date Removed From Service 08/21/2020

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: DEBBIE PARSON

Title: LEGAL ASSISTANT/DEP TRE

Phone Number 5136951300

Location of Item: TRES OFFICE STORAGE

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

FAC20002

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

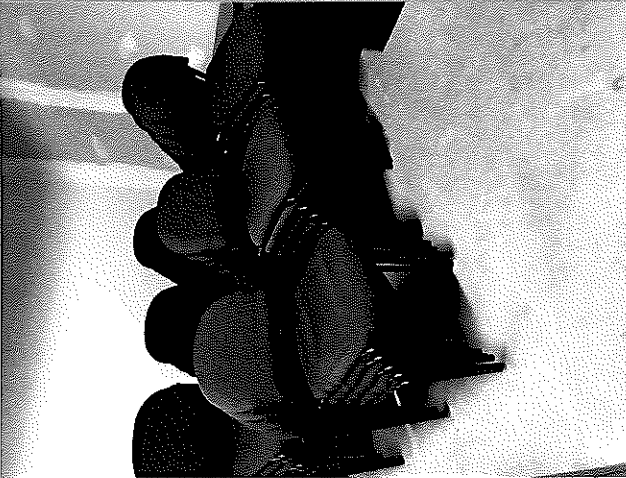
Facilities Management

Date:

Jan 1, 2021

002

### LOT OF CHAIRS



Select Item Type

Single Item

Category

Furniture/Furnishings

Brand

Model #

Serial #

Date Removed From Service

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

QTY 44. STACKABLE CHAIRS. MATERIAL FABRIC. CHAIR HAS A PADDED BACKREST AND SEAT CUSHION. CHAIRS ARE IN FAIR CONDITION.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Traci Guthrie

Title: Office Administrator

Phone Number 513-695-2008

Location of Item: 406 Justice Drive, Lebanon, Ohio 45036, ( 3rd floor admin storage)

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

Workforce One

Date:

Dec 28, 2020

002

## HON Rolling Task Chairs

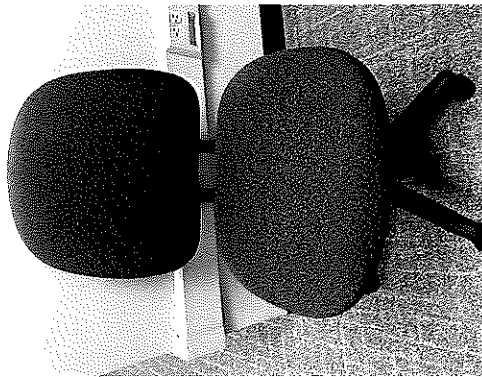


Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
24	HON	Task Chair	Y	Rolling Task Chairs

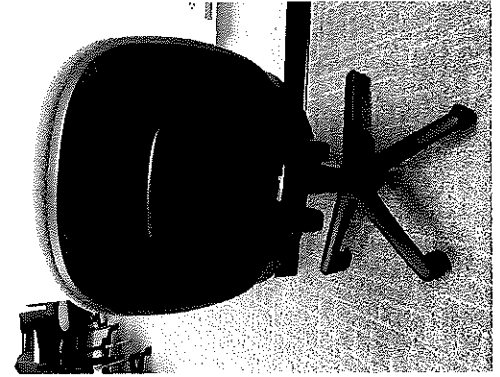
Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Michael Stern

Title: Supervisor

Phone Number 513-695-1534

Location of Item: OhioMeansJobs 300 E Silver Street Lebanon OH 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.

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

# GovDeals Item Inspection Form

Village of Morrow Washington Township Date: Dec 24, 2020 001

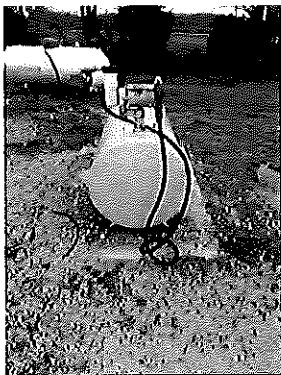
## 200 Gallon Fuel Tank with Electric Pump



Select Item Type Single Item  
Category Fueling Equipment Brand   
Model #  Serial #   
Date Removed From Service 11/1/20 Did Item Work When Removed?  
 Yes  No  Unknown

Additional Comments

[Empty box for additional comments]



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Sharon Coffman

Title: Fiscal Officer Washington Township

Phone Number 937-313-2426

Location of Item: Washington Township 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.

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

# Resolution

Number 21-0163

Adopted Date February 02, 2021

## ACKNOWLEDGE APPROVAL OF FINANCIAL TRANSACTION

WHEREAS, pursuant to Resolution #16-1936, this Board authorized approval of necessary financial documents in their absence by the County Administrator, Deputy County Administrator or Clerk of Commissioners; and


NOW THEREFORE BE IT RESOLVED, to acknowledge approval of the attached financial transaction as attached hereto and made a part hereof.

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: Auditor   
Supplemental App. file  
Facilities Management (file)

APPROVE SUPPLEMENTAL APPROPRIATION INTO JAIL CONSTRUCTION PROJECT  
FUND #4495

BE IT RESOLVED, to approve the following supplemental appropriation:

\$95,000.00 into #44953712-5910 (Other Expense)

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

M  
M  
M

Resolution adopted this day of January 2021.

BOARD OF COUNTY COMMISSIONERS

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Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_  
Supplemental Appropriation file  
Facilities Management (file)  
OMB – S. Spencer

*A Zindel*  
*to be ratified*  
*2-2-2021*

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

# Resolution

Number 21-0164

Adopted Date February 02, 2021

## ACKNOWLEDGE PAYMENT OF BILLS

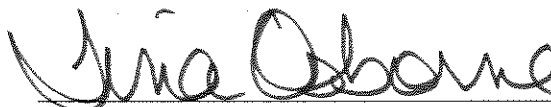
BE IT RESOLVED, to acknowledge payment of bills from 1/19/21, 1/21/21, 1/26/21 and 1/28/21 as attached hereto and made a part hereof.

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor



# Resolution

Number 21-0165

Adopted Date February 02, 2021

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR M/I HOMES OF CINCINNATI, LLC FOR COMPLETION OF IMPROVEMENTS IN HUDSON HILLS, SECTION 3, BLOCK "B" SITUATED IN DEERFIELD TOWNSHIP

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

## BOND REDUCTION

Bond Number	:	19-018 (P/S)
Development	:	Hudson Hills, Section 3, Block "B"
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Reduction Amount	:	\$23,899.17
Surety Company	:	Capitol Indemnity Corporation (ERL1900402)

BE IT FURTHER RESOLVED, that the original amount of bond was \$69,389.42 and after the above reduction, the new required bond amount is \$45,490.25.

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd, Ste 100, Cincinnati, OH 45249  
Capitol Indemnity Corporation, PO Box 5900, Madison, WI 53705  
Engineer (file)  
Bond Agreement File



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

# Resolution

Number 21-0166

Adopted Date February 02, 2021

## APPROVE VARIOUS RECORD PLATS

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


- Shaker Run Section Seven, Easement Plat #1 – Turtlecreek Township
- Clearcreek Self Storage Alternative Plat – Clearcreek Township
- Meurer Field Estates Section One – C – Washington Township
- Country Brook North Section Nine- C- Clearcreek 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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Plat File  
RPC

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

# Resolution

Number 21-0167

Adopted Date February 02, 2021

CREATE THE CORONAVIRUS RENTAL ASSISTANCE RELIEF FUND #2204 AND  
ACCEPT AN AMENDED CERTIFICATE FOR SAID FUND

BE IT RESOLVED, to create the Coronavirus Rental Assistance Relief Fund #2204; and

BE IT FURTHER RESOLVED, to accept an amended certificate from the Warren County  
Budget Commission in the amount of \$7,003,129.80 for the Coronavirus Relief Fund #2204.

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Amended Cert. file  
Human Services (file)  
OMB

**AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES**

Rev. Code, Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, January 21, 2021

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2021, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Special Revenue	Jan. 1st, 2021	Taxes	Other Sources	Total
Covid 19 Emergency Rental Assistance *	\$0.00		\$7,003,129.80	\$7,003,129.80
Fund 2204				
<b>TOTAL</b>	\$0.00	\$0.00	\$7,003,129.80	\$7,003,129.80

\_\_\_\_\_ )  
*Matt Nolan* )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ ) Budget  
 \_\_\_\_\_ ) Commission  
 \_\_\_\_\_ )

AMEND 21 01  
Fund 2204 42900 +7,003,129.80

JAN 21 2021 RCV  
RECEIVED UM8886

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

# Resolution

Number 21-0168

Adopted Date February 02, 2021

APPROVE A CASH ADVANCE FROM THE COUNTY MOTOR VEHICLE FUND #2202 INTO THE FIELDS ERTEL ROAD IMPROVEMENT PROJECT FUND #4454

WHEREAS, Neil Tunison, Warren County Engineer and appointing authority for the Fields Ertel Road Improvement Project has requested a cash advance until monies are received from fund #2202; and

WHEREAS, said cash advance will be repaid upon receipt of said funds from fund #2202; and

NOW THEREFORE BE IT RESOLVED, to approve the following cash advance:

\$527,566.00 from 2202-45556 (Advances of Cash Out)  
into 4454-45555 (Cash Advance In)

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓  
Cash Advance File  
Engineer (file)

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

# Resolution

Number 21-0169

Adopted Date February 02, 2021

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS GRANTS  
FUND #11011111 RELATIVE TO THE DRUG TASK FORCE

WHEREAS, the Drug Task Force is in need of funding license fees relative to the procurement of records management software via Matrix Solutions; and

WHEREAS, the Sheriff has requested the additional funding from the Board of Commissioners; and

WHEREAS, the Board of Commissioners in their continued support of the Drug Task Force has authorized the additional funding; and

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

\$22,000 into 11011111 5712 (Commissioners Grants – Drug Task Force)

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

Cc: Auditor              
Supplemental App. file  
Sheriff (file)  
Drug Task force (file)

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

# Resolution

Number 21-0170

Adopted Date February 02, 2021

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO HUMAN SERVICES FUNDS 2203  
AND 2204

BE IT RESOLVED, to approve the following supplemental appropriations:

\$ 50,000.00	into	22035310-5400	(Purchased Services)
\$ 50,000.00	into	22035310-5749	(Children Services)
\$6,302,816.82	into	22045310-5400	(Purchased Services)
\$ 700,312.98	into	22045310-5910	(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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Supplemental App. file  
Human Services (file)

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

# Resolution

Number 21-0171

Adopted Date February 02, 2021

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT  
MENTAL HEALTH GRANT FUND #2228

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 5,000.00 into BUDGET-BUDGET 22281220-5400 (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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Supplemental App. file  
Common Pleas Court (file)

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

# Resolution

Number 21-0172

Adopted Date February 02, 2021

APPROVE SUPPLEMENTAL APPROPRIATION INTO JAIL SALES TAX FUND #4495

BE IT RESOLVED, to approve the following supplemental appropriation:

\$15,000.00 into 44953712-5320 (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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Supplemental Appropriation file  
Facilities Management (file)



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

# Resolution

Number 21-0173

Adopted Date February 02, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO FACILITIES MANAGEMENT FUND #11011600

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Facilities Management Fund #11011600 in order to process a vacation leave payout for Samuel Roberts former employee of Facilities Management:

\$1,546.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011600-5882	(Facilities Management - Vacation 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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Facilities Management (file)  
OMB

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

# Resolution

Number 21-0174

Adopted Date February 02, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO JUVENILE DETENTION CENTER FUND #11012600

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Juvenile Detention Center Fund #11012600 in order to process a vacation leave payout for Ashley Ward former employee of Juvenile Detention Center:

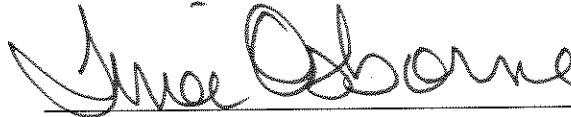
\$1,193.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012600-5882	(Juvenile Detention Center - Vacation Leave Payout)

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Juvenile (file)  
OMB

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

# Resolution

Number 21-0175

Adopted Date February 02, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT  
GENERAL FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 1,500.00 from #11011220-5820 (Health/Life Insurance)  
into #11011220-5855 (Clothing/Personal Equipment)

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

# Resolution

Number 21-0176

Adopted Date February 02, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE INFORMATION  
TECHNOLOGY DEPARTMENT FUND #11011400

BE IT RESOLVED, to approve the following appropriation adjustment:

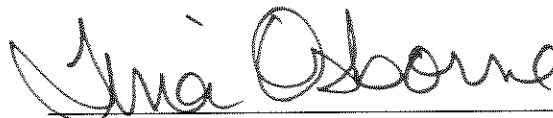
\$8,911.00      from    #11011400-5102      (IT REGULAR SALARIES)  
                  Into    #11011400-5882      (VACATION LEAVE PAYOUT)

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Information Technology (file)

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

# Resolution

Number 21-0177

Adopted Date February 02, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE INFORMATION  
TECHNOLOGY DEPARTMENT FUND #11011400

BE IT RESOLVED, to approve the following appropriation adjustment:

\$16,100.00 from #11011400-5102 (IT REGULAR SALARIES)  
Into #11011400-5910 (IT 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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓  
Appropriation Adj. file  
Information Technology (file)

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

# Resolution

Number 21-0178

Adopted Date February 02, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN ENGINEER'S OFFICE FUND 2202

BE IT RESOLVED, to approve the following appropriation adjustment:

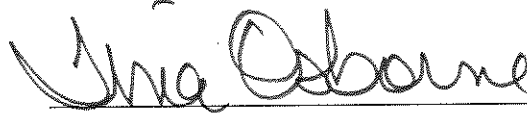
\$35,000.00    from    22023110-5400    (Purchased Services)  
                  into    22023110-5320    (Capital Purchases)

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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc:    Auditor   
          Appropriation Adj. file  
          Engineer (file)

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

# Resolution

Number 21-0179

Adopted Date February 02, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND  
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,598.41      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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc:

Auditor ✓  
Appropriation Adj. file  
Children Services (file)

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

# Resolution

Number 21-0180

Adopted Date February 02, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN ENGINEER FUND 5590

BE IT RESOLVED, to approve the following appropriation adjustments for EPA discharge fee:

\$ 503.00      from    #55903090-5400      (Purchased Svc.)  
                 into    #55903090-5910      (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 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc:    Auditor   
         Appropriation Adj. file  
         Engineer (file)



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

# Resolution

Number 21-0181

Adopted Date February 02, 2021

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



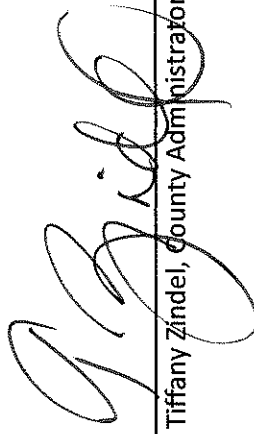
Tina Osborne, Clerk

cc: Commissioners file

# REQUISITIONS

Department	Vendor Name	Description	Amount
GRA	LITTLE MIAMI LOCAL SCHOOL	COAP KINSHIP LITTLE MIAMI	\$ 10,000.00
ENG	REDI ROCK STRUCTURES OF OKI LLC	REDI ROCK WALL/ARMSTRONG RD BRIDGE	\$ 5,940.00
ENG	REDI ROCK STRUCTURES OF OKI LLC	REDI ROCK WALL/WAYNESVILLE RD BRIDGE	\$ 9,476.00
ENG	REDI ROCK STRUCTURES OF OKI LLC	REDI ROCK WALL/MORROW ROSSBURG RD	\$ 13,804.00
JUV	CORRECTIONAL HEALTHCARE CO LLC	CORRECTIONAL HEALTHCARE	\$ 86,000.00
JUV	CORRECTIONAL HEALTHCARE CO LLC	CORRECTIONAL HEALTHCARE FOR MHYC	\$ 86,000.00
TEL	GEN CORE CANDEO LTD	RENEWAL GENWATCH MAINTENANCE RENEWAL	\$ 8,990.00
JUV	SADLER NECAMP FINANCIAL SVCS INC	PROWARE ANNUAL MAINTENANCE CONTRACT	\$ 68,710.00
TEL	MARKETING SALES SOLUTIONS INC	BCS ESSENTIAL TO ADVANCED UPGRADE LICENSES	\$ 3,321.00
ENG	HENDRICKSON FARMS LLC	TEMP ENT FOR UNION RD BRIDGE REHAB PROJECT	\$ 1.00
ENG	HENDRICKSON FARMS LLC	PERM DRAINAGE EASE FOR UNION RD BRID REHAB PROJ	\$ 400.00

2/2/2021 APPROVED:

  
 \_\_\_\_\_  
 Tiffany Zindel, County Administrator

# Resolution

Number 21-0182

Adopted Date February 02, 2021

## AUTHORIZE REQUEST FOR PROPOSALS FOR VENDOR SERVICES FOR RENTAL ASSISTANCE/RELIEF SOFTWARE

BE IT RESOLVED, to advertise for Request for Proposals Vendor Services for Rental Assistance/Relief Software; and

BE IT FURTHER RESOLVED, to advertise said Request for Proposals for one (1) weeks in a newspaper of general circulation, beginning the week of February 7, 2021, and for two consecutive weeks on the County webpage; Proposal deadline is February 22, 2021 @ 4:30 p.m.

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

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

Resolution adopted this 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH/

cc: OMB (file)  
Tammy Whitaker, OMB  
Sue Spencer, OMB

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

# Resolution

Number 21- 0183

Adopted Date February 02, 2021

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

BE IT RESOLVED, to continue the administrative to consider variance and appeal of conditions required for an access permit of Speedway SuperAmerica, LLC in Franklin Township; said hearing to be continued to March 2, 2021 at 9:05 a.m. in the Commissioners' Meeting Room.

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

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

Resolution adopted this 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

tao

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

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

# Resolution

Number 21-0184

Adopted Date February 02, 2021

APPROVE AND AUTHORIZE THE SUBMISSION OF A 2021 MARKET DEVELOPMENT GRANT TO THE OHIO ENVIRONMENTAL PROTECTION AGENCY ON BEHALF OF THE WARREN COUNTY SOLID WASTE MANAGEMENT DISTRICT .

WHEREAS, Eco Development, based in Mason, Ohio, desires to submit a Market Development grant application to the Ohio EPA to implement a plastic recycling center in Warren County, and

BE IT RESOLVED, to approve and authorize the submission of a 2021 Market Development Grant to the Ohio Environmental Protection Agency on behalf of the Warren County Solid Waste Management District.

BE IT FURTHER RESOLVED, in the event funding is not available from the District, the Warren County Board of County Commissioners has no further obligation to fund this program.

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

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

Resolution adopted this 2<sup>nd</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS

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

/sm

cc: Solid Waste District (file)  
OGA