

# Resolution

Number 21-1335

Adopted Date October 05, 2021

HIRE EMILY LUTI AS PROTECTIVE SERVICES CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Emily Luti as Protective Services Caseworker II, 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 #8, \$19.42 per hour, under the Warren County Job and Family Services compensation plan, effective October 25, 2021, subject a negative background check, drug screen and a 365-day probationary period; and

BE IT FURTHER RESOLVED, Ms. Luti will not be eligible for the typical three (3) percent increase upon completion of probation as the current wage reflects her experience.

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 5<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

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

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1336

Adopted Date October 05, 2021

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

WHEREAS, Linda Peters, Policy Coordinator within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period, effective October 5, 2021; and

NOW THEREFORE BE IT RESOLVED, to approve Mrs. Peters' completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$26.27 per hour effective pay period beginning October 9, 2021.

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

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

Resolution adopted this 5<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)  
L. Peters' Personnel File  
OMB – Sue Spencer

# Resolution

Number 21-1337

Adopted Date October 05, 2021

## HIRE KATHRYN MARKS AS CUSTODIAL WORKER I WITHIN THE WARREN COUNTY DEPARTMENT OF FACILITIES MANAGEMENT

BE IT RESOLVED, to hire Kathryn Marks as Custodial Worker I within the Department of Facilities Management, classified, full-time permanent status (40 hours per week), Pay Range #7, \$11.78 per hour, effective October 25, 2021 subject to a negative drug screen, background check and a 365-day probationary period.

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

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

Resolution adopted this 5<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

H/R

cc: Facilities Management (file)  
K. Marks' Personnel file  
OMB-Sue Spencer

# Resolution

Number 21-1338

Adopted Date October 05, 2021

## APPROVE A PAY INCREASE FOR SARAH HAUGHT WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, this Board adopted Resolution #98-1460, October 8, 1998 adopting departmental work rules and compensation schedule for the Warren County Emergency Services and the Emergency Communications Operators; and

WHEREAS, Sarah Haught, Emergency Communications Operator within the Warren County Emergency Services, has successfully completed four (4) years of service as an Emergency Communications Operator on October 2, 2021; and


NOW THEREFORE BE IT RESOLVED, to approve Sarah Haught's pay increase to \$26.63 per hour, under the Warren County Emergency Services Schedule, effective pay period beginning October 7, 2021.

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

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

Resolution adopted this 5<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Emergency Services (File)  
S. Haught's Personnel File  
OMB-Sue Spencer

# Resolution

Number 21-1339

Adopted Date October 05, 2021

## APPROVE A PAY INCREASE FOR CORTESCIA DAVIS WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, this Board adopted Resolution #98-1460, October 8, 1998 adopting departmental work rules and compensation schedule for the Warren County Emergency Services and the Emergency Communications Operators; and

WHEREAS, Cortescia Davis, Emergency Communications Operator within the Warren County Emergency Services, has successfully completed four (4) years of service as an Emergency Communications Operator on October 2, 2021; and

NOW THEREFORE BE IT RESOLVED, to approve Cortescia Davis' pay increase to \$26.63 per hour, under the Warren County Emergency Services Schedule, effective pay period beginning October 7, 2021.

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

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

Resolution adopted this 5<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (File)  
C. Davis' Personnel File  
OMB-Sue Spencer

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1340

Adopted Date October 05, 2021

TEMPORARILY RECLASSIFY JOSHUA HISLE TO THE POSITION OF SUPERVISOR  
WITHIN WARREN COUNTY OHIOMEANSJOBS

WHEREAS, due to the vacancy of the current Supervisor position the director has requested to temporarily reclassify Mr. Hisle to the Supervisor position; and

NOW THEREFORE BE IT RESOLVED, to temporarily reclassify Joshua Hisle as Supervisor, effective pay period beginning October 8, 2021; and

BE IT FURTHER RESOLVED, to approve a temporary pay increase for Joshua Hisle, said wage to be \$18.96 per hour, pay period beginning October 8, 2021.

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

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

Resolution adopted this 5th day of October 2021.

BOARD OF COUNTY COMMISSIONERS

  
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Tina Osborne, Clerk

cc: OhioMeansJobs (file)  
J. Hisle's Personnel file  
OMB-Sue Spencer

# Resolution

Number 21-1341

Adopted Date October 05, 2021

SET PUBLIC HEARING FOR REZONING APPLICATION INITIATED BY THE RURAL ZONING COMMISSION (CASE #2021-06), TO REZONE APPROXIMATELY 36 ACRES FROM LIGHT INDUSTRIAL MANUFACTURING ZONE "I-1" TO SINGLE FAMILY RESIDENTIAL (TWO ACRES DENSITY) "R1" FRANKLIN TOWNSHIP

BE IT RESOLVED, to set a public hearing for the rezoning application initiated by the Rural Zoning Commission (Case #2021-06), to rezone approximately 36 acres (Parcel Numbers 08292010020, 08292010060, 08292010040, 08292760020 and 08292760010) located on the west side of State Route 123 in Union Township from Light Industrial Manufacturing Zone "I-1" to Single Family Residential (Two Acre Density) "R1"; said public hearing to be held October 26, 2021, at 10:00 a.m. a.m. in the County Commissioners Meeting Room; and

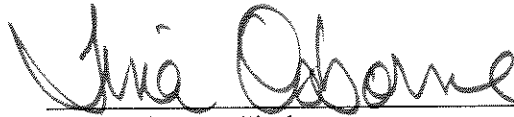
BE IT FURTHER RESOLVED, to advertise notice thereof in a newspaper of general circulation, at least ten (10) days prior to hearing.

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 5th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: RPC  
RZC  
Rezoning file  
Applicant  
Township Trustees

# Resolution

Number 21-1342

Adopted Date October 05, 2021

SET PUBLIC HEARING FOR REZONING APPLICATION OF BLANCHESTER DOHP, LLC (CASE #2021-07), TO REZONE APPROXIMATELY 4.3 ACRES FROM RURAL RESIDENCE "RU" TO COMMUNITY COMMERCIAL BUSINESSES "B2" IN HARLAN TOWNSHIP

BE IT RESOLVED, to set a public hearing for the rezoning application of Blanchester DOHP, LLC (Dollar General) (Case #2021-07), to rezone approximately 4.3 acres (Parcel Number 18033770020) located at 9079 SR 123 in Harlan Township from Rural Residence "RU" to Community Commercial Businesses "B2"; said public hearing to be held October 26, 2021, at 10:15 a.m. a.m. in the County Commissioners Meeting Room; and

BE IT FURTHER RESOLVED, to advertise notice thereof in a newspaper of general circulation, at least ten (10) days prior to hearing.

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 5<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: RPC  
RZC  
Rezoning file  
Applicant  
Township Trustees



# Resolution

Number 21-1343

Adopted Date October 05, 2021

## ADVERTISE FOR PUBLIC HEARING #1 FOR FISCAL YEAR 2022 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

BE IT RESOLVED, to advertise for Public Hearing #1, the first of two public hearings to review the Fiscal Year 2022 Community Development Block Grant (CDBG) Program, to be held Thursday, November 18, 2021, at 5:00 p.m., in the County Commissioners' Meeting Room; and

BE IT FURTHER RESOLVED, to direct the Clerk to publish notice of said hearing in Journal Pulse newspaper, in accordance with CDBG guidelines.

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 5th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk /sm

cc: OGA (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1344

Adopted Date October 05, 2021

APPROVE AND ENTER INTO A TANF SUBGRANT AGREEMENT BETWEEN THE WARREN COUNTY COMMISSIONERS ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES AND WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and enter into a Contract with Warren County Department of Human Services and Warren County Children Services in the total amount of \$125,000.00 TANF/TANF Admin/PRC funds for 10/01/21, ending 09/30/22; contract 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 5<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Children Services  
Human Services (file)  
Children Services (file)

**WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
TANF/PRC CHILD WELFARE SUBGRANT AGREEMENT**

**WITNESSETH THAT;**

**WHEREAS**, it is the purpose of the Warren County Department of Job and Family Services, Division of Human Services to provide a variety of Social Services to TANF/PRC eligible individuals in the community as a way to improve and enhance the quality of life of the county citizens;

And

**WHEREAS**, one method the Department utilizes to fulfill this objective is through the issuance of TANF funding through the Prevent Retention and Contingency Program for both direct and indirect services and benefits;

And

**WHEREAS**, Warren County Division of Human Services desires to enter into a Sub-grant agreement with Warren County Division of Children Services for delivery of both direct and indirect services and benefits;

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

**ARTICLE I DEFINITIONS, PURPOSE, OBLIGATIONS**

**A. Definitions**

"State" means the Governor of the State of Ohio, or any agency, department, person or persons authorized in his behalf.

"Sub-recipient" means Warren County Job and Family Services, Division of Children Services; 416 S East Street Lebanon OH 45036.

"Department" means the Warren County Department of Job and Family Services, Division of Human Services, 416 S East Street Lebanon OH 45036

**B. Purpose of Sub-grant**

The purpose of the sub-grant is to state the covenants and conditions under which the Sub-recipient will provide services and benefits for the purpose of promoting economic self-sufficiency and meeting the social service needs of low income individuals and families and to provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives.

**C. Obligations of the Sub-recipient**

The Sub-recipient agrees to operate a program, described in the Warren County Job and Family Services Prevention Retention and Contingency Plan as found in Exhibit A, in accordance with Federal, State, and local laws, ordinances, regulations, and/or guidelines and any additions, deletions or amendments thereto.

The Sub-recipient shall not perform in any way inconsistent with the terms of this sub-grant except as approved, in writing, by the Department. Adjustments in the services to be provided per the attached Exhibits may not be made without prior approval of the Department.

The Sub-recipient agrees to accept responsibility for reconciling and/or complying with any audit finding rendered by an appropriate state or federal audit entity when the finding relates directly to the provisions of this sub-grant. The Sub-recipient agrees to reimburse the Department the full amount of payment received due to duplicate billing, erroneous billings, deceptive claims or falsification.

**D. Client Eligibility**

The Sub-recipient will determine client eligibility for those who will be served through the Sub-recipient's program, pursuant to Chapter 5101 of the Ohio Revised Code, and any rules promulgated by the Ohio Department of Job and Family Services. The accuracy and legitimacy of the Sub-recipient's eligibility determination process will be subject to periodic monitoring by the Department.

**ARTICLE II CONTENT OF PROGRAM PROPOSAL**

Refer to Exhibits A, and incorporated herein by this reference.

**ARTICLE III COMPENSATION AND METHOD OF PAYMENT**

**A. Reimbursement**

The Department agrees that reimbursement of all costs will be dependent upon Sub-recipient performance in the delivery of services and benefits specified in Exhibit A, attached, which includes; Kinship Navigator and Outreach Services, KPIP/KCCP Administration, Kinship Caregiver Payments, Child Welfare Case Management, Child Welfare Services and Benefits as described in the Warren County PRC Plan, Exhibit A. Payment shall be made by the Warren County Auditor upon proper presentation of request, when approved by the Department and the Sub-recipient, within 30 days from receipt of the approved invoice.

Reimbursement of Sub-recipient's cost shall be both through Social Services Random Moment Study and Direct Services expense reimbursement. The Sub-recipient agrees to bill on either a monthly or quarterly basis.

The Sub-recipient will bill the Department based on Program/Activity hits- 760/760, 760/762, 760/776, 760/777, 760/785, 760/786 and any direct services provided. Below is a description of the invoicing process for RMS and Direct Service Expenditures;

**B. Random Moment Sample Code Descriptions**

**760- PRC Child Welfare Eligibility:** Activities related to the determination of eligibility of the child or the child's caretakers for Prevention, Retention, and Contingency (PRC) services: includes case file review, verification of documentation, approval or denial of application and preparation of notice of decision in the office; field, by mail or telephone.

**762-PRC Child Welfare Family Preservation Activities:** Includes activities performed on behalf of a child and their family if all of the following apply: there is not an in-home case or a custody case established, the child and family's income meets the income eligibility criteria for the county's PRC plan, and the county has included these service in its PRC plan. Activities include: screening and assessment of needed services, providing program information and referral and linking to services such as family preservation services, domestic violence services, parenting training, substance abuse treatment, and counseling.

**776- Kinship Navigator Outreach:** general information and referral: website, public service announcements, brochures, bill boards, phone banks, and other services.

**785- Child Welfare PRC Custody Case Management:** A custody case has been established, a reunification plan is in place and the child is expected to be reunified with the family within six months of placement; the child and family's income meets the income eligibility criteria for the county's PRC plan; and the county has included these child protective services in their PRC Plan. Activities include: those related to family preservation to reunite a child with the child's family. If there is a custody case, but any one of the following applies: no reunification plan, placement exceeds six months, if the family's income exceeds the PRC income eligibility limit, or the county agency has not included these services its PRC plan; then use code 769.

**786- Child Welfare Non-Custody Case Management:** An in-home case is established; the child and family's income meets the income eligibility criteria for the county's PRC Plan and the county has included these services in its PRC Plan. Activities include: development and implementation of a regimen of reasonable efforts which are undertaken to prevent the removal of the child into placement, and/or activities related to the development and implementation of a regimen of services for an adopted child and/or the child's family which are undertaken to support the maintenance of the adoption and/or prevent the disruption of the adoption. Such activities include supporting the management of care or services referral to, or arranging for, care services; planning or supervising care or services; supporting access to care or services; assessing results of care or services; and performing a case assessment. If an in-home case is established, but the family's income exceeds the PRC income eligibility limit, or the county agency has not included these services in its PRC Plan then use code 770.

**C. Direct Services**

Service or Benefit	CAP	TANF Purpose	Economic Need Standard	Targeted Group
Per Kinship Placement Family	\$3,000 per 12- month period.	TANF 1	200% of the FPL	Relatives and Non-Relatives caring for minor children
Per Kinship Placed Child	\$1,000 per 12- month period	TANF 1	200% of the FPL	Minor children being cared for by relative or non-relative Kinship Placement
Child Welfare Services & Benefits	\$1,500.00 per 12- month period	TANF 1	200% of the FPL	Families with open active cases in Children's Protective Services System

**B. Availability of Funds**

Payments for all services provided in accordance with the provisions of this Sub-Grant Agreement are contingent upon the availability of (and will not exceed the total of) local, state, and federal funds as follows:

Allocation	Contract Amount	Budget Reference	Award ID/FY/ALN#	CADA Number
TANF Administration	\$12,500	JFSCACC2	1601OHTANF	93.558
TANF Regular	\$112,500	JFSCATFR	1601OHTANF	93.558

Funds available under this agreement may not be used for food. Mileage cannot exceed the county's established mileage reimbursement rate, currently \$0.50.

**C. Maximum Compensation**

The Sub-recipient agrees to accept as payment in full, for services rendered in a manner satisfactory to the Department, not to exceed \$125,000 during the term of this sub-grant.

**D. Provision of Funding**

If funds anticipated to be received by the Department are suspended, not forthcoming, or terminated in whole or in part, funding for this sub-grant shall terminate, and the sub-recipient shall receive payments for services

rendered up to the date of notification of non-funding.

Unearned payments under this sub-grant may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by ODJFS at any time.

#### **ARTICLE IV ACCESS TO RECORDS**

At any time, during regular business hours, with reasonable notice, and as often as the Department, the Comptroller General of the United States, the State, or other agency or individual authorized by the Department may deem necessary, Sub-recipient shall make available to any or all the above named parties or their authorized representatives, all sub-grantees, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other data relating to all matters covered by this Sub-grant. The Department and the above named parties shall be permitted by the Sub-recipient to inspect, audit, make excerpts, photo-static copies and/or transcripts of any and all documents relating to all matters covered by this contract. Sub-recipient must maintain all required records for three years after final payment is made and all other pending matters are closed.

Except as noted above, the Sub-recipient agrees that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related to the performance of this sub-grant is prohibited, except upon written consent of the eligible individual or that individual's parent or guardian.

#### **ARTICLE V TIME OF PERFORMANCE**

This Sub-Grant Agreement shall be effective **October 1, 2021** and shall terminate on **September 30, 2022**. If both parties agree, this Sub-grant agreement may be renewed with the same terms, conditions, and dollar amount for an additional year upon adoption of an amendment by the Warren County Board of County Commissioners. The services of the Sub-recipient are to commence immediately upon execution of the sub-grant agreement and all costs allowable under the sub-grant agreement shall be incurred and the final invoice received by the Department no later than close of business **November 1, 2022**.

#### **ARTICLE VI BONDING AND INSURANCE**

The Sub-recipient shall maintain during the term of this Sub-grant agreement, the applicable insurance and bonds specified below:

- a. Worker's Compensation Insurance as required by Ohio law.
- b. Public Liability Insurance on comprehensive basis, including Contingent Liability, in amounts not less than \$100,000 per person, \$300,000 per occurrence for bodily injury, and \$25,000 per occurrence for property damage.
- c. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in performance of this sub-grant agreement, in amounts as indicated in b, above.

#### **ARTICLE VIII INDEPENDENT SUB-RECIPIENT RELATIONSHIP**

It is the intent of the Sub-recipient and the Department to create an independent Sub-recipient relationship. The Sub-recipient will determine eligibility for services based upon the guidelines or direction set forth by the Department, but the Sub-recipient shall determine the legal means by which this work is accomplished. The Department is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any compensation paid or owed to the Sub-recipient. Neither the Sub-recipient nor Sub-recipient's employees shall be entitled to receive from the Department any benefits which the officers and employees of the Department are entitled to receive and shall not be entitled to receive from the Department workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension benefits, profit sharing, Social Security, Ohio Public Employees Retirement, or any and all other benefits on account of their work for the Department.

This Sub-grant Agreement does not create an agency relationship, or partnership between the Sub-recipient and the Department. The Sub-recipient has no authority to enter into agreements on behalf of the Department, to

bind the Department to any obligation, or to incur any liability in behalf of the Department.

**ARTICLE IX MAINTENANCE OF EFFORT**

It is understood and agreed that the level of services, activities, and expenditures by the Sub-recipient, in existence prior to the initiation of services hereunder shall be continued and not be reduced in any way as a result of this sub-grant agreement except for reduction unrelated to the provisions of purposes herein stated. The Sub-recipient shall certify that any costs incurred pursuant to this Sub-grant agreement will not be included as a cost of any other federally financed program in either the current or a prior period.

**ARTICLE X CONFLICT OF INTEREST**

The Sub-recipient covenants that no person, under its employ, who presently exercises any functions or responsibilities in connection with the Department or projects or programs funded by the Department, has any personal financial interest, direct or indirect, in this Sub-grant agreement. The Sub-recipient further covenants that in the performance of this Sub-grant agreement, no person having such conflict shall be employed. Any such interest, on the part of the Sub-recipient or its employees, must be disclosed in writing to the Department.

**ARTICLE XI MODIFICATIONS**

Modifications of this Sub-grant agreement may be made by the written mutual consent of the parties hereto.

**ARTICLE XII TERMINATIONS**

This agreement may be terminated by:

- A. Either party, upon the provision of thirty (30) days written notice.
- B. Mutual Agreement of the parties.
- C. Death or some other incapacity that prevents the Sub-recipient from fulfilling Sub-recipient's duties as set out in this Sub-grant agreement.

**ARTICLE XIII BREACH BY SUB-RECIPIENT**

In the event that the Sub-recipient breaches the terms and conditions of this Sub-recipient, the Department may, at its discretion, immediately terminate the Agreement, withhold payment for services not rendered by the Sub-recipient or both.

**ARTICLE XIV ADDITIONAL OBLIGATIONS AND ASSURANCES OF SUBRECIPIENT**

- 1. The Sub-recipient certifies that it possesses legal authority to enter into this Sub-grant agreement and that a resolution, a motion or similar action has been duly adopted as an official act of the Sub-recipient's governing body which authorizes the negotiation and execution of this Sub-grant agreement by the representative who signed the Sub-grant agreement below on behalf of the Sub-recipient.
- 2. The Sub-recipient certifies that all applicants to the program operated under this Sub-grant agreement, either as an employee or subcontractor of the Sub-recipient or as a program client shall be apprised of their rights and responsibilities at the time of application. No person with responsibility in the operation of the program will discriminate with respect to any program because of race, creed, color, national origin, gender, political affiliation, age, belief, or handicap. Any complaint of discrimination in the operation of such programs shall be handled in a manner, compliant with the policies and procedures of the Department.
- 3. The Sub-recipient shall have safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
- 4. The Sub-recipient shall maintain appropriate standards of health and safety in work and training situations.

5. The Sub-recipient may not hold the Department responsible for payment of funds if those same funds have not been received by, or from the State.
6. All reports, brochures, literature and pamphlets developed by the Sub-recipient for its work under this Sub-grant agreement shall acknowledge the Department and its role as the funding source for activities, and programs conducted by the Sub-recipient pursuant to this Sub-grant agreement.
7. The Sub-recipient shall maintain easily accessible and auditable financial records.
8. The Sub-recipient, as a Sub-recipient of federal funds, shall provide a copy of their 2 CFR 200 state audit. An A-133 audit is required if an organization is a non-profit, or a state or local government agency, and expends \$750,000.00 or more per year in federal awards.
9. The Sub-recipient assumes full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by the Sub-recipient pursuant to this Sub-grant agreement.
10. The Sub-recipient will submit periodic reports, showing progress towards achieving the outcomes which are specified in Exhibit A, attached.
11. The Sub-recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, or national origin. The Sub-recipient will take affirmative action to insure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, gender, or national origin.
12. The Sub-recipient shall, in all of Sub-recipient's solicitation or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
13. The Sub-recipient shall comply with provisions of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by the Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41C.F.R. Chapter 60.
14. The Sub-recipient warrants that neither it nor any party with whom it may subcontract for the performance of this Sub-grant agreement are listed on the debarred list due to violations of Titles VI, or VII of the Civil Rights Act of 1964, nor is the Sub-recipient aware of any pending action which might result in such debarment..
15. The Sub-recipient shall provide workers' compensation or other insurance coverage for injuries which may be suffered by its employees in accord with 20 CFR 692.22.
16. The Sub-recipient shall comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act, and the Ohio Revised Code.
17. The Sub-recipient shall not make claims for payment from the Department for services rendered to eligible individuals when such claims would duplicate claims made from other sources of public funds available for the same service. The services being contracted for hereunder are not available on a non-reimbursable basis.
18. The Sub-recipient shall not discriminate against applicants for, and participants in the Ohio Works First Program established under Chapter 5107 of the Revised Code, and the Prevention, Retention, and Contingency Program established under Chapter 5108 of the Ohio Revised Code. The Sub-recipient further certifies that it will include a provision in any agreement, contract, grant or procedure requiring



the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.

19. The Sub-recipient shall cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. The Sub-recipient also agrees that it will include a like provision in any agreement, contract, grant, or procedure related to this Sub-grant agreement which require any subcontractor, or other party to cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law.
20. The Sub-recipient agrees to be bound by the disclosure rules of the Ohio Department of Job and Family Services. Disclosure of information in a manner inconsistent with said rules is a breach of this Sub-grant agreement, and a violation of Ohio Revised Code Sections 5101.27, and 5101.99.
21. The Sub-recipient agrees that the services it delivers pursuant to this Sub-grant agreement will be delivered in a manner consistent with the Department's Prevention Retention and Contingency Plan, Exhibit A.
22. The Sub-recipient agrees to comply with the Copeland "Anti-Kick Back" Act, 18 U.S.C. § 874, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 3.
23. The Sub-recipient agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 276a through 276a-7, as supplemented by the Department of Labor Regulations, 29 C.F.R. Part 5.
24. The Sub-recipient agrees to comply with Sections 103, and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S. C. § 327 through 330, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 5.
25. The Sub-recipient agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. § 1875(h); Section 508 of the Clean Water Act, 33 U.S.C. § 1368; Executive Order 11738; and, environmental protection agency regulations, 40 C.F.R. Part 15.
26. The Sub-recipient agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy policy and Conservation Act, Pub.L. 94-136, 89 Stat.871.
27. The Sub-recipient agrees that the copyright to any copyrightable material created pursuant to this Sub-grant agreement, and that any discovery or invention which arises or is developed pursuant to the Sub-recipient's obligations under this Sub-grant agreement is the property of the Department.
28. The Sub-recipient agrees to adhere to the Records Retention Schedule for all documentation related to this agreement.

#### **ARTICLE XV NOTICES**

Any and all notices required by this Agreement, unless otherwise specified herein, shall be delivered as follows:

To the Department:	To the Sub-recipient:
416 S East Street, Lebanon OH 45036	416 S East Street, Lebanon OH 45036

**ARTICLE XVI MERGER**

This Agreement is the complete understanding between the parties. No prior or contemporaneous agreements, whether written or oral, may modify, enlarge or alter this written agreement except as incorporated by reference herein.

**ARTICLE XVII SEPARABILITY**

If any portion of this Sub-grant agreement is deemed to be illegal due to conflict with state or local law, the remainder of the Sub-grant agreement shall remain in full force and effect.

**ARTICLE XVIII FORCE MAJUERE**

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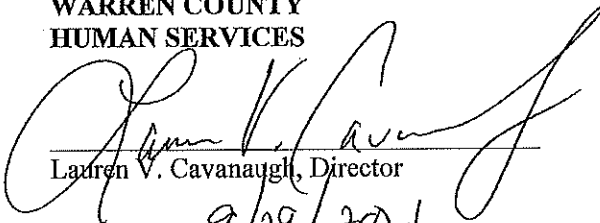
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**ARTICLE XX GOVERNING LAW**

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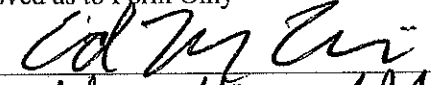
**WARREN COUNTY  
HUMAN SERVICES**

  
\_\_\_\_\_  
Lauren V. Cavanaugh, Director  
9/29/2021  
\_\_\_\_\_  
Date

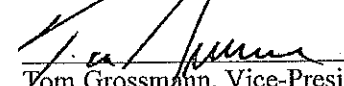
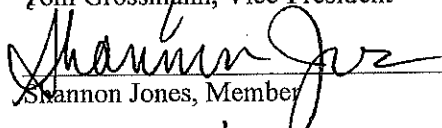
**WARREN COUNTY  
CHILDREN SERVICES**

  
\_\_\_\_\_  
Susan Walther, Director  
9/20/2021  
\_\_\_\_\_  
Date

**WARREN COUNTY PROSECUTOR  
Approved as to Form Only**

By:   
Adam Nice, A.P.A.

**BOARD OF WARREN COUNTY  
COMMISSIONERS**

\_\_\_\_\_  
David G. Young, President  
  
\_\_\_\_\_  
Tom Grossmann, Vice-President  
  
\_\_\_\_\_  
Shannon Jones, Member  
10/5/21  
\_\_\_\_\_  
Date

# Resolution

Number 21-1345

Adopted Date October 05, 2021

APPROVE AND ENTER INTO A TANF SUBGRANT AGREEMENT BETWEEN THE WARREN COUNTY COMMISSIONERS ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES AND WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and enter into a Contract with Warren County Department of Human Services and Warren County Children Services in the total amount of \$500,000.00 Title XX TANF Transfer funds for 10/01/21, ending 09/30/22; contract 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 5<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Warren County Children Services  
Children Services (file)  
Human Services (file)

**WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
TITLE XX TANF SUBGRANT AGREEMENT**

**WITNESSETH THAT;**

**WHEREAS**, it is the purpose of the Warren County Department of Job and Family Services to provide a variety of social services to Title XX TANF Transfer-eligible individuals in the community as a way to improve and enhance the quality of life of the county citizenry;

And

**WHEREAS**, one method the Department utilizes to fulfill this objective is through the issuance of Title XX TANF Transfer sub-grant to various community agencies that provide direct services to the target population in order to remediate socio-economic barriers;

And

**WHEREAS**, the Warren County Children Services is one such agency with which the Warren County Department of Job and Family Services desires to enter into contract for delivery of services;

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

**ARTICLE I DEFINITIONS, PURPOSE, OBLIGATIONS**

**A. Definitions**

"State" means the Governor of the State of Ohio, or any agency, department, person or persons authorized in his behalf.

"Sub-recipient" means Warren County Children Services; 416 S East Street Lebanon OH 45036.

"Department" means the Warren County Department of Job and Family Services, 416 S East Street Lebanon OH 45036

**B. Purpose of Sub-grant**

The purpose of the sub-grant is to state the covenants and conditions under which the Sub-recipient will provide services for the purpose of promoting economic self-sufficiency and meeting the social service needs of low income individuals and families in Warren County.

**C. Obligations of the Sub-recipient**

The Sub-recipient agrees to operate a program, described in detail in Exhibit I hereafter, in accordance with Federal, State, and local laws, ordinances, regulations, and/or guidelines and any additions, deletions or amendments thereto.

The Sub-recipient shall not perform in any way inconsistent with the terms of this sub-grant except as approved, in writing, by the Department. Adjustments in the services to be provided per the attached Exhibits may not be made without prior approval of the Department.

The Sub-recipient agrees to accept responsibility for reconciling and/or complying with any audit finding rendered by an appropriate state or federal audit entity when the finding relates directly to the provisions of this sub-grant. The Sub-recipient agrees to reimburse the Department the full amount of payment received due to duplicate billing, erroneous billings, deceptive claims or falsification.

**D. Client Eligibility**

The Sub-recipient will determine client eligibility for those who will be serviced through the Sub-recipient's program, pursuant to Title XX of the Social Security Act, Chapter 5101 of the Ohio Revised Code, and any rules promulgated by the Ohio Department of Job and Family Services. The accuracy and legitimacy of the Sub-recipient's eligibility determination process will be subject to periodic monitoring by the Department.

**ARTICLE II CONTENT OF PROGRAM PROPOSAL**

Refer to Exhibits A and incorporated herein by this reference.

**ARTICLE III COMPENSATION AND METHOD OF PAYMENT**

**A. Reimbursement**

The Department agrees that reimbursement of all costs will be dependent upon Sub-recipient performance in the delivery of services specified in Exhibit A, attached, which includes intake and investigations, case management services, casework counseling, parent education, diagnostic assessments and homemaker services for children and families with open cases. Payment shall be made by the Warren County Auditor upon proper presentation of request, when approved by the Department and the Sub-recipient, within 30 days from receipt of the approved invoice.

Reimbursement of Sub-recipient's cost shall be based on the costs billed through the Certification of Funds Process.

**B. Availability of Funds**

Payments for all services provided in accordance with the provisions of this Sub-Grant Agreement are contingent upon the availability of (and will not exceed the total of) local, state, and federal funds as follows:

TITLE XX/TANF TRANSFER FUNDS	\$ 500,000.00	CFDA NUMBER 93.667
---------------------------------	---------------	--------------------

Funds available under this agreement may not be used for food. Mileage cannot exceed the county's established mileage reimbursement rate, currently \$0.50.

**C. Maximum Compensation**

The Sub-recipient agrees to accept as payment in full, for services rendered in a manner satisfactory to the Department, the compensation stipulated in Exhibit I of this sub-grant, but not to exceed \$500,000.00 during the term of this sub-grant.

#### **D. Provision of Funding**

If funds anticipated to be received by the Department are suspended, not forthcoming, or terminated in whole or in part, funding for this sub-grant shall terminate, and the sub-recipient shall receive payments for services rendered up to the date of notification of non-funding.

Unearned payments under this sub-grant may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by ODJFS at any time.

#### **ARTICLE IV ACCESS TO RECORDS**

At any time, during regular business hours, with reasonable notice, and as often as the Department, the Comptroller General of the United States, the State, or other agency or individual authorized by the Department may deem necessary, Sub-recipient shall make available to any or all the above named parties or their authorized representatives, all sub-grantees, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other data relating to all matters covered by this Sub-grant. The Department and the above named parties shall be permitted by the Sub-recipient to inspect, audit, make excerpts, photo-static copies and/or transcripts of any and all documents relating to all matters covered by this contract. Sub-recipient must maintain all required records for three years after final payment is made and all other pending matters are closed.

Except as noted above, the Sub-recipient agrees that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related to the performance of this sub-grant is prohibited, except upon written consent of the eligible individual or that individual's parent or guardian.

#### **ARTICLE V TIME OF PERFORMANCE**

This Sub-grant Agreement shall be effective **October 1, 2021** and shall terminate on **September 30, 2022**. The services of the Sub-recipient are to commence immediately upon execution of the sub-grant agreement and all costs allowable under the sub-grant agreement shall be incurred and the final invoice received by the Department no later than close of business **November 1, 2022**.

#### **ARTICLE VI BONDING AND INSURANCE**

The Sub-recipient shall maintain during the term of this Sub-grant agreement, the applicable insurance and bonds specified below:

- a. Worker's Compensation Insurance as required by Ohio law.
- b. Public Liability Insurance on comprehensive basis, including Contingent Liability, in amounts not less than \$100,000 per person, \$300,000 per occurrence for bodily injury, and \$25,000 per occurrence for property damage.
- c. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in performance of this sub-grant agreement, in amounts as indicated in b, above.

#### **ARTICLE VIII INDEPENDENT SUB-RECIPIENT RELATIONSHIP**

It is the intent of the Sub-recipient and the Department to create an independent Sub-recipient relationship. The Sub-recipient will determine eligibility for services based upon the guidelines or direction set forth by the Department, but the Sub-recipient shall determine the legal means by which this work is accomplished. The Department is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any compensation paid or owed to the Sub-recipient. Neither the Sub-recipient nor Sub-recipient's employees shall be entitled to receive from the Department any benefits which the officers and employees of the Department are entitled to receive and shall not be entitled to receive from the Department workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, sick leave,

pension benefits, profit sharing, Social Security, Ohio Public Employees Retirement, or any and all other benefits on account of their work for the Department.

This Sub-grant Agreement does not create an agency relationship, or partnership between the Sub-recipient and the Department. The Sub-recipient has no authority to enter into agreements on behalf of the Department, to bind the Department to any obligation, or to incur any liability in behalf of the Department.

#### **ARTICLE IX MAINTENANCE OF EFFORT**

It is understood and agreed that the level of services, activities, and expenditures by the Sub-recipient, in existence prior to the initiation of services hereunder shall be continued and not be reduced in any way as a result of this sub-grant agreement except for reduction unrelated to the provisions of purposes herein stated. The Sub-recipient shall certify that any costs incurred pursuant to this Sub-grant agreement will not be included as a cost of any other federally financed program in either the current or a prior period.

#### **ARTICLE X CONFLICT OF INTEREST**

The Sub-recipient covenants that no person, under its employ, who presently exercises any functions or responsibilities in connection with the Department or projects or programs funded by the Department, has any personal financial interest, direct or indirect, in this Sub-grant agreement. The Sub-recipient further covenants that in the performance of this Sub-grant agreement, no person having such conflict shall be employed. Any such interest, on the part of the Sub-recipient or its employees, must be disclosed in writing to the Department.

#### **ARTICLE XI MODIFICATIONS**

Modifications of this Sub-grant agreement may be made by the written mutual consent of the parties hereto.

#### **ARTICLE XII TERMINATIONS**

This agreement may be terminated by:

- A. Either party, upon the provision of thirty (30) days written notice.
- B. Mutual Agreement of the parties.
- C. Death or some other incapacity that prevents the Sub-recipient from fulfilling Sub-recipient's duties as set out in this Sub-grant agreement.

#### **ARTICLE XIII BREACH BY SUB-RECIPIENT**

In the event that the Sub-recipient breaches the terms and conditions of this Sub-recipient, the Department may, at its discretion, immediately terminate the Agreement, withhold payment for services not rendered by the Sub-recipient or both.

#### **ARTICLE XIV ADDITIONAL OBLIGATIONS AND ASSURANCES OF SUBRECIPIENT**

1. The Sub-recipient certifies that it possesses legal authority to enter into this Sub-grant agreement and that a resolution, a motion or similar action has been duly adopted as an official act of the Sub-recipient's governing body which authorizes the negotiation and execution of this Sub-grant agreement by the representative who signed the Sub-grant agreement below on behalf of the Sub-recipient.
2. Subgrantee hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of

the Rehabilitation Act of 1973 (29 U.S.C. 794.); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42); and FNS directives and guidelines, to the effect that, no person shall on the grounds of race, color, national origin, sex, religious creed, age, political beliefs, disability, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which Subgrantee received Federal financial assistance from FNS; and hereby gives assurances that it will immediately take measures necessary to effectuate this agreement.

3. The Sub-recipient shall have safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. The Sub-recipient shall maintain appropriate standards of health and safety in work and training situations.
5. The Sub-recipient may not hold the Department responsible for payment of funds if those same funds have not been received by, or from the State.
6. All reports, brochures, literature and pamphlets developed by the Sub-recipient for its work under this Sub-grant agreement shall acknowledge the Department and its role as the funding source for activities, and programs conducted by the Sub-recipient pursuant to this Sub-grant agreement.
7. The Sub-recipient shall maintain easily accessible and auditable financial records.
8. The Sub-recipient, as a Sub-recipient of federal funds, shall provide a copy of their A-133 state audit. An A-133 audit is required if an organization is a non-profit, or a state or local government agency, and expends \$750,000.00 or more per year in federal awards.
9. The Sub-recipient assumes full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by the Sub-recipient pursuant to this Sub-grant agreement.
10. The Sub-recipient will submit periodic reports, showing progress towards achieving the outcomes which are specified in Exhibit II, attached.
11. The Sub-recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, or national origin. The Sub-recipient will take affirmative action to insure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, gender, or national origin.
12. The Sub-recipient shall, in all of Sub-recipient's solicitation or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
13. The Sub-recipient shall comply with provisions of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by the Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41C.F.R. Chapter 60.
14. The Sub-recipient warrants that neither it nor any party with whom it may subcontract for the performance of this Sub-grant agreement are listed on the debarred list due to violations of Titles VI, or VII of the Civil Rights Act of 1964, nor is the Sub-recipient aware of any pending action which might result in such debarment..
15. The Sub-recipient shall provide workers' compensation or other insurance coverage for injuries which



may be suffered by its employees in accord with 20 CFR 692.22.

16. The Sub-recipient shall comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act, and the Ohio Revised Code.
17. The Sub-recipient shall not make claims for payment from the Department for services rendered to eligible individuals when such claims would duplicate claims made from other sources of public funds available for the same service. The services being contracted for hereunder are not available on a non-reimbursable basis.
18. The Sub-recipient shall not discriminate against applicants for, and participants in the Ohio Works First Program established under Chapter 5107 of the Revised Code, and the Prevention, Retention, and Contingency Program established under Chapter 5108 of the Ohio Revised Code. The Sub-recipient further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
19. The Sub-recipient shall cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. The Sub-recipient also agrees that it will include a like provision in any agreement, contract, grant, or procedure related to this Sub-grant agreement which require any subcontractor, or other party to cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law.
20. The Sub-recipient agrees to be bound by the disclosure rules of the Ohio Department of Job and Family Services. Disclosure of information in a manner inconsistent with said rules is a breach of this Sub-grant agreement, and a violation of Ohio Revised Code Sections 5101.27, and 5101.99.
21. The Sub-recipient agrees that the services it delivers pursuant to this Sub-grant agreement will be delivered in a manner consistent with the Department's Title XX Policy.
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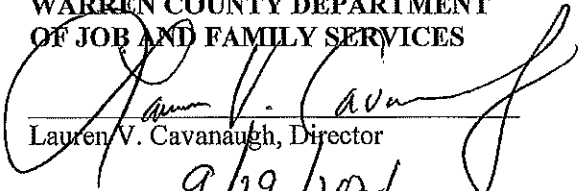
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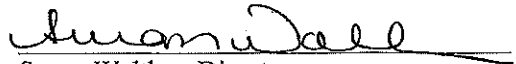
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The parties agree that this Agreement shall be governed by, construed, and enforced in accord with the laws of the State of Ohio.


**WARREN COUNTY DEPARTMENT  
OF JOB AND FAMILY SERVICES**

  
\_\_\_\_\_  
Lauren V. Cavanaugh, Director  
9/29/2021  
\_\_\_\_\_  
Date

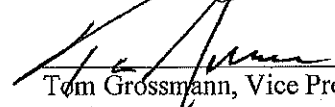
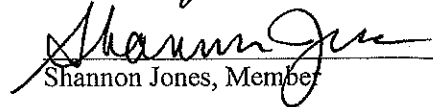
**WARRENCOUNTY  
CHILDREN SERVICES**

  
\_\_\_\_\_  
Susan Walther, Director  
9/20/2021  
\_\_\_\_\_  
Date

**WARREN COUNTY PROSECUTOR**  
Approved as to Form Only

By:   
\_\_\_\_\_  
Adam Nice, A.P.A.

**BOARD OF WARREN COUNTY  
COMMISSIONERS**

\_\_\_\_\_  
David G. Young, President  
  
\_\_\_\_\_  
Tom Grossmann, Vice President  
  
\_\_\_\_\_  
Shannon Jones, Member  
10/5/21  
\_\_\_\_\_  
Date

# Resolution

Number 21-1346

Adopted Date October 05, 2021

AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN A REAL ESTATE PURCHASE AND SALES AGREEMENT WITH FRANK ZIEBELL AND AUTHORIZE THE COUNTY ADMINISTRATOR TO SERVE AS THE COUNTY REPRESENTATIVE FOR THE PURCHASE OF PROPERTY AT 100 HAZEN AVENUE, VILLAGE OF MORROW, OHIO

WHEREAS, it is the desire of this Board to purchase 0.5455 acres of land located at 100 Hazen Avenue, Village of Morrow, and as identified in the attached Purchase and Sales Agreement; and


NOW THEREFORE BE IT RESOLVED, that the County Administrator is authorized to sign the attached Real Estate Purchase and Sales Agreement with Frank Ziebell and to serve as the County's representative with authorization to sign and execute all agreements and documents related to the purchase of the property.

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 5th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Water/Sewer (File)  
[findanohiohome@aol.com](mailto:findanohiohome@aol.com) (Bob Grooms)  
c/a—Ziebell, Frank  
Bruce McGary

## Real Estate Sales and Purchase Agreement

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This **Real Estate Sales and Purchase Agreement** (hereinafter referred to as the "Agreement"), effective the last date signed below (the "Effective Date"), is made and entered into at **Lebanon, Warren County, Ohio** by and between **Frank Ziebell, married**, (hereinafter referred to as "**SELLER**"), and **Warren County Board of County Commissioners** (hereinafter referred to as "**BUYER**"). **SELLER** and **BUYER** are sometimes hereinafter collectively referred to as the "**PARTIES**" or separately referred to as a "**PARTY.**"

1. **PROPERTY DESCRIPTION.** **SELLER** agrees to sell and convey to **BUYER**, and **BUYER** agrees to purchase from **SELLER** the real property being **0.5455 acres**, all appurtenant rights, privileges, and easements located at 100 Hazen Avenue, Morrow, Ohio 45152, being identified as Parcel No. 17-12-136-012 (Auditor's Acct. # 5010554) located in Village of Morrow, State of Ohio - being more particularly described on **Exhibit "A"** hereinafter referred to as the "**PROPERTY**", together with all improvements thereon and appurtenants thereto except: **SELLER** shall remove all personal property, non-fixtures (and any fixtures that Seller desires to remove and retain as itemized on an Addendum attached hereto) from the **PROPERTY** no later than date of closing, otherwise, such items shall be deemed abandoned forever at 11:59 P.M. on the date of Closing, thereafter **BUYER** shall be entitled to retain, remove, dispose of or discard such abandoned items without any recourse against **BUYER** by **SELLER** or any third parties claiming by or through **SELLER**.
  
2. **PURCHASE PRICE.** The gross purchase price for the **PROPERTY** shall be **ONE HUNDRED FORTY THOUSAND DOLLARS (\$140,000)** payable by **BUYER** to **SELLER** as follows:
  - A. **Earnest Money.** None.
  
  - B. The Purchase Price in the amount of **ONE HUNDRED FORTY THOUSAND DOLLARS (\$140,000)**, subject to adjustments and disbursements provided for hereinafter, shall be payable to **SELLER** by check issued from the Warren County Auditor payable to **SELLER**. **SELLER** shall provide the Closing Agent with an IRS form w-9 upon request prior to closing.
  
3. **DUE DILIGENCE CONTINGENCIES; REVIEW PERIOD.**
  - A. **REVIEW PERIOD.** There shall be a review period of twenty-five (25) days following the Effective Date of this Agreement (hereinafter "Review Period"). During the Review Period, **BUYER** may conduct review, inspection, and feasibility studies of the **PROPERTY** and its usefulness for **BUYER**'s intended purposes, and may pursue obtaining any approvals, consents, and agreements,

including financing arrangements, as **BUYER** deems necessary or appropriate in **BUYER**'s sole judgment.

**B. TERMINATION.** If **BUYER** determines for any reason in **BUYER**'s sole judgment that the **PROPERTY** is not suitable in any respect, **BUYER** may terminate this Agreement by delivering notice of termination to **SELLER** on or before the expiration of the Review Period.

**C. SPECIFIC REVIEW ITEMS.** Without limiting the scope or extent of **BUYER**'s review of the **PROPERTY** as described in Paragraph 3(A) 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 shall be conditions precedent to **BUYER**'s obligations hereunder.

1) **Title.** **BUYER** may obtain, at **BUYER**'s expense, a title abstract, certification or commitment for an owner's fee title insurance policy ("Commitment") from a title company. If the abstract, certification or Commitment shows that the **PROPERTY** is unmarketable or is subject to matters other than the Permitted Exceptions, **BUYER** shall deliver written notice of such defect to **SELLER**. **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. 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 Paragraph 3(B) 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.

2) **Physical Inspections.** Inspections by **BUYER** and **BUYER**'s various agents, including without limitation, an appraiser, an independent engineer, and **BUYER**'s consultants, design professionals or other contractors, and determination by **BUYER** in **BUYER**'s sole discretion whether the **PROPERTY** is in condition suitable for **BUYER**'s intended use. In addition, such inspections may include inspection for utility availability, access, traffic, parking, environmental, floodplain/floodway, wetlands and similar matters at **BUYER**'s sole expense, the results of which must be satisfactory to **BUYER** in its sole discretion.

3) **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 **PROPERTY** for **BUYER**'s intended use. "Permits" shall mean all rezoning classifications, modifications, variances, special use permits, special exceptions, exemptions, and other governmental approvals, investigations, and authorizations necessary in **BUYER**'s sole judgment, to allow **BUYER** to utilize the **PROPERTY** for **BUYER**'s intended use.

4) Contract Review. **BUYER** may review all of the contracts, leases, agreements, licenses and permits affecting the **PROPERTY** and inspect all records relating to the **PROPERTY**, the results of which review must be satisfactory to **BUYER** in its sole discretion. **BUYER** shall notify **SELLER** of which contracts or leases, if any, that **BUYER** wants to assume, any assumable contract, lease, agreement, license or permit which **BUYER** does not assume shall be lawfully cancelled by **SELLER** on or before the date of Closing.

**D. SPECIFIC CONDITIONS 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 specific conditions prior to the Closing:

1) No Breach of Representations. There shall be no breach or violation of the representations and warranties made by **SELLER** under this Agreement.

2) 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.

3) No Title Exceptions. No exceptions to title shall exist except the Permitted Exceptions and acts done or suffered to be done by **BUYER**.

4) 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, or requires environmental monitoring for any purpose.

In the event that any condition described in this Section 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 as provided in paragraph 3 (B), and neither party shall have any further obligations hereunder.

4. **REPRESENTATIONS AND WARRANTIES OF SELLER TO BUYER.**

- A. To the best of **SELLER'S** knowledge, the Property is zoned residential under the zoning ordinances for the Village of Morrow, Warren County, Ohio and is currently used for residential purposes; is not located in an Environmental Quality District; and is NOT located in a Historic District. **SELLER** has not received any notice of, nor does it have any knowledge of, any violation or alleged violation or any law, zoning ordinance, fire, building, health, environmental or other code, regulation or rule affecting the **PROPERTY**.
- B. To the best of **SELLER'S** knowledge, there presently does not exist any defects, conditions, or toxic hazardous or contaminated substances on the **PROPERTY** which would adversely affect or materially impair the fitness of the Property for the purpose of **BUYER'S** intended use, unless otherwise indicated herein.
- C. No person has any rights in, or a right to acquire, the **PROPERTY**, unless otherwise agreed to herein. **SELLER** shall deliver to **BUYER** within seven (7) days after the Effective Date any surveys, leases, rental agreements, licenses or permits granting any third party the right to enter on, occupy, use, and/or inspect the **PROPERTY**. If any of the foregoing are not applicable, **SELLER** shall verify to **BUYER** in writing each item that is not applicable.
- D. **SELLER** has not received notice of, nor does it have any knowledge of any actual or contemplated special assessments against the **PROPERTY**, or assessments for general real estate tax purposes affecting the **PROPERTY**, except as otherwise referred to in this AGREEMENT or as may be disclosed in a title commitment.
- E. There are no private restrictions or conditions by deed or contract relating to the **PROPERTY** 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 **PROPERTY**.
- F. **SELLER** has not ordered any material, labor or services which could result in the filing of any mechanics' or materialmen's lien against the **PROPERTY**. As of the date of Closing, the **PROPERTY** 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 **PROPERTY** within the ninety (90) day period immediately preceding the date of Closing, **SELLER** shall furnish evidence reasonably satisfactory to the **BUYER** that the payment in full for all such material and labor has been made or provided for.
- G. **SELLER** is not a foreign person under Section 1445 of the Internal Revenue Code.



- H. **SELLER** has full authority to enter into and carry out all terms of this Agreement, applicable.
  - I. The **PROPERTY** consists of one parcel of land and shall be conveyed by general warranty deed, with property release of dower, with title to be marketable and acceptance of existing encumbrances and defects to be determined in accordance with the Title Standards of the Ohio State Bar Association.
  - J. There are no pending lawsuits, no threatened lawsuits, and no asserted or threatened violations which may affect the **PROPERTY** or any part thereof or **SELLER'S** ability to perform this Agreement.
  - K. **SELLER** shall maintain casualty, theft, fire and liability insurance on the **PROPERTY** through date of Closing.
5. **RIGHT OF ENTRY.** After the Effective Date hereof and throughout the term of this Agreement, **BUYER** and its employees, agents and representatives shall have the right to enter upon the **PROPERTY** to perform tests, investigations, and other due diligence regarding the **PROPERTY**. Tests shall include, but not be limited to soil borings, surveys, drilling and other tests normally performed to determine the suitability of the **PROPERTY** for the **BUYER'S** intended purpose. All tests shall be at **BUYER'S** sole risk and expense. **BUYER** shall repair or restore the **PROPERTY** to as reasonably close to its condition prior to **BUYER** or its agents entering onto the **PROPERTY**.
6. **ACKNOWLEDGMENT OF DISCLOSURES.**
- A. The **PARTIES** hereby acknowledge that this transaction is exempt from the Seller having to provide Buyer with a Residential Property Disclosure form pursuant to Ohio Revised Code Sec. 5302.30.
  - B. The **PARTIES** hereby acknowledge delivery by **SELLER** and receipt by **BUYER** of a Disclosure of Information on Lead-Based Paint and/or Lead Based Paint Hazards pursuant to 42 U.S.C. § 4852 (d), attached hereto as Exhibit "B".
  - C. **BUYER** hereby waives delivery by **SELLER** and receipt by **BUYER** of a Lead-Based Paint and/or Lead-Based Paint Pamphlet published by the United States EPA & United States Consumer Product Safety Commission & United States Dept. of Housing and Urban Development.
7. **CLOSING.**
- A. The closing of this transaction shall occur within five (5) days after the expiration of the Review Period, at the Warren County Prosecutor's Office, or such other

place mutually agreed to by the parties. **BUYER** shall give the **SELLER** at least five (5) days written notice of the date, time and confirmation of place of such closing.

- B.** **BUYER'S** legal counsel (the "Closing Agent") shall prepare the General Warranty Deed and all other closing documents, close the transaction, and disburse closing funds.
- C.** **SELLER** shall execute at closing all closing documents including without limitation a General Warranty deed with proper release of dower by **SELLER'S** spouse, a Settlement Statement, Seller's title affidavit, F.I.R.T.P.A. affidavit, and all other documents required by the Closing Agent to assure and/or insure good and marketable title and transfer the **PROPERTY** to **BUYER**.
- D.** Any liens and encumbrances against the property may be satisfied out of the closing proceeds at closing by the Closing Agent, all of which including without limitation delivery of payoffs shall be borne solely by **SELLER**.

**8. TAXES, ASSESSMENTS, RECOUPMENTS AND FEES.**

- A.** **SELLER** shall pay any delinquent and current real estate taxes and assessments, including penalties and interest thereon for all tax years through 2020, and all taxes and assessments from January 1, 2021 through date of closing shall be prorated based on a 365 day year which shall be itemized on the settlement statement as items unpaid by Seller and credited toward the purchase price at closing. **BUYER** shall be solely responsible for all 2021 real estate taxes and assessments when billed by the County Treasurer in the calendar year 2022, and thereafter. The proration shall be based on the last available rate and valuation as shown for the Property on the 2020 tax duplicate of Warren County, Ohio.
- B.** **BUYER** shall be responsible for the transfer tax and recording costs of the deed.

**9. POSSESSION.**

The **PARTIES** agree that the **BUYER** shall be entitled to possession of the dwelling and real property immediately after Closing. Except as otherwise provided herein, **SELLER** shall deliver occupancy of the dwelling and the remainder of the **PROPERTY** in the same condition as exists on the date of this Agreement, reasonable wear and tear excepted.

**10. DEFAULT.**

If **SELLER** fails to perform any of the terms and conditions of this Agreement,

**BUYER** may pursue any right or remedy it may have due to any such default of **SELLER**, including without limitation the remedy of specific performance and reasonable attorney fees and costs incurred to enforce this Agreement.

**11. COMMISSIONS AND FEES.**

The **SELLER** shall be solely responsible to pay any and all real estate commissions or fees due to any broker, sales representative, or agent as a result of this Agreement. **SELLER** shall save, hold harmless and defend the **BUYER** from all claims, actions, judgments, or liabilities resulting from such default, including **BUYER'S** reasonable attorney fees and costs relating thereto.

**12. NOTICES.**

Whenever in this Agreement it shall be required or permitted that notice or demand be given or served any **PARTY** hereto on another, such notice or demand shall not have been deemed to have been duly given or served, unless in writing, and forwarded by certified mail, return receipt requested, addressed as follows:

- |   |   |
|---|---|
| <b>A. IF TO SELLER:</b><br>Frank Ziebell<br>Address: _____<br>Address: _____  | <b>WITH A COPY TO:</b><br>Attn.<br>Comey Shepherd   |
| <b>B. IF TO BUYER:</b><br>Warren County Commissioners<br>Attn. County Administrator<br>406 Justice Drive<br>Lebanon, Ohio 45036 | <b>WITH A COPY TO:</b><br>Warren County Prosecutor's Office<br>Attn: Adam M. Nice<br>520 Justice Drive<br>Lebanon, Ohio 45036 |

**13. SUCCESSORS AND ASSIGNS; ASSIGNABILITY.**

The terms of this Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the **PARTIES** hereto. This Agreement may not be assigned by either **PARTY** without the written consent of the other **PARTY**.

**13. APPLICABLE LAW AND VENUE.**

This Agreement shall be governed by the laws of the State of Ohio. The **PARTIES** hereby stipulate that the exclusive venue in which any and all disputes arising out this Agreement shall be in the Warren County Court of Common Pleas, and the parties agree

that no legal action may be brought or removed to any other state or federal court.

**14. ENTIRE AGREEMENT.**

This Contract constitutes the entire agreement between the **SELLER** and **BUYER** and no other agreements or understandings shall vary the terms of this Agreement. The **PARTIES** acknowledge having read and received a duplicate of this Agreement and have had ample time to review the Agreement and/or have had their respective legal representatives review the Agreement; agree that this Agreement constitutes the entire agreement; and, that no oral or implied agreement exists. Any amendments to this Contract shall be made in writing and signed by **SELLER** and **BUYER**.

**15. EXPIRATION AND EXECUTION:**

This offer shall remain open for acceptance by **SELLER** until 5:00 p.m., EST, on September 27, 2021, and a signed duplicate shall be delivered by **SELLER** to **BUYER** no later than 5:00 p.m., EST. on said date.

**17. EXECUTION OF OFFER BY BUYER.**

**IN EXECUTION WHEREOF, BUYER** has caused this Agreement to be executed in duplicate on the date stated below, by its President or Vice-President, pursuant to Board Resolution Number 21-1346, dated 10/6/21 a copy of which is attached hereto.

**BUYER:**

SIGNATURE: Tiffany Zindel  
NAME: Tiffany Zindel  
TITLE: County Administrator

APPROVED AS TO FORM  
Bruce A. McGary  
Bruce A. McGary  
Asst. Prosecuting Attorney

**18. EXECUTION OF ACCEPTANCE BY SELLER.**

**IN WITNESS WHEREOF, SELLER** has executed this Agreement in duplicate on date stated below.

**WITNESS:**

SIGNATURE: R. Grooms  
NAME: ROBERT GROOMS  
DATE: 9-28-21

**SELLER:**

SIGNATURE: Frank Ziebell  
NAME: Frank Ziebell  
DATE: 9/28/21

Page -8-

Elizabeth Ziebell  
**ELIZABETH ZIEBELL**  
9/28/21



# AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 100 Hazen Avenue, Morrow, OH 45152

Buyer(s): \_\_\_\_\_

Seller(s): Frank Ziebell & Elizabeth Ziebell

## I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by \_\_\_\_\_, and \_\_\_\_\_.

AGENT(S)

BROKERAGE

The seller will be represented by \_\_\_\_\_, and \_\_\_\_\_.

AGENT(S)

BROKERAGE

## II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage \_\_\_\_\_ represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) \_\_\_\_\_ work(s) for the buyer and Agent(s) \_\_\_\_\_ work(s) for the seller. Unless personally involved in the transaction, the principal broker and managers will be "dual agents," which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents \_\_\_\_\_ and \_\_\_\_\_ will be working for both the buyer and seller as "dual agents." Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_

## III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Robert Grooms and real estate brokerage Comey & Shepherd Realtors will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_
- represent only the (check one)  seller or  buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

## CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT \_\_\_\_\_ DATE 10-5-21

BUYER/TENANT \_\_\_\_\_ DATE 10-5-21

SELLER/LANDLORD Frank Ziebell \_\_\_\_\_ DATE \_\_\_\_\_  
doDoc verified 09/28/21 10:52 AM EDT Z2X-HL-BNFPF-D3PV

SELLER/LANDLORD Elizabeth Ziebell \_\_\_\_\_ DATE \_\_\_\_\_  
doDoc verified 09/28/21 10:52 AM EDT Z2X-HL-BNFPF-D3PV

# DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

**As a dual agent, the agent(s) and brokerage shall:**

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

**As a dual agent, the agent(s) and brokerage shall not:**

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

**Compensation:** Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

**Management Level Licensees:** Generally, the principal broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the principal broker and manager are dual agents. There are two exceptions to this. The first is where the principal broker or manager is personally representing one of the parties. The second is where the principal broker or manager is selling or buying his own real estate. These exceptions only apply if there is another principal broker or manager to supervise the other agent involved in the transaction.

**Responsibilities of the Parties:** The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. **IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.**

**Consent:** By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to:

Ohio Department of Commerce  
Division of Real Estate & Professional Licensing  
77 S. High Street, 20<sup>th</sup> Floor  
Columbus, OH 43215-6133  
(614) 466-4100



**Exhibit "A"**

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See attached [deed] metes & bounds legal description.

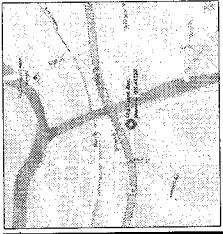
WARREN COUNTY ENGINEER'S  
RECORD OF LAND SURVEY'S  
VOLUME \_\_\_\_\_ PLAT No. \_\_\_\_\_

PRELIMINARY ACCESS APPROVAL  
GRANTED \_\_\_\_\_ NOT APPLICABLE

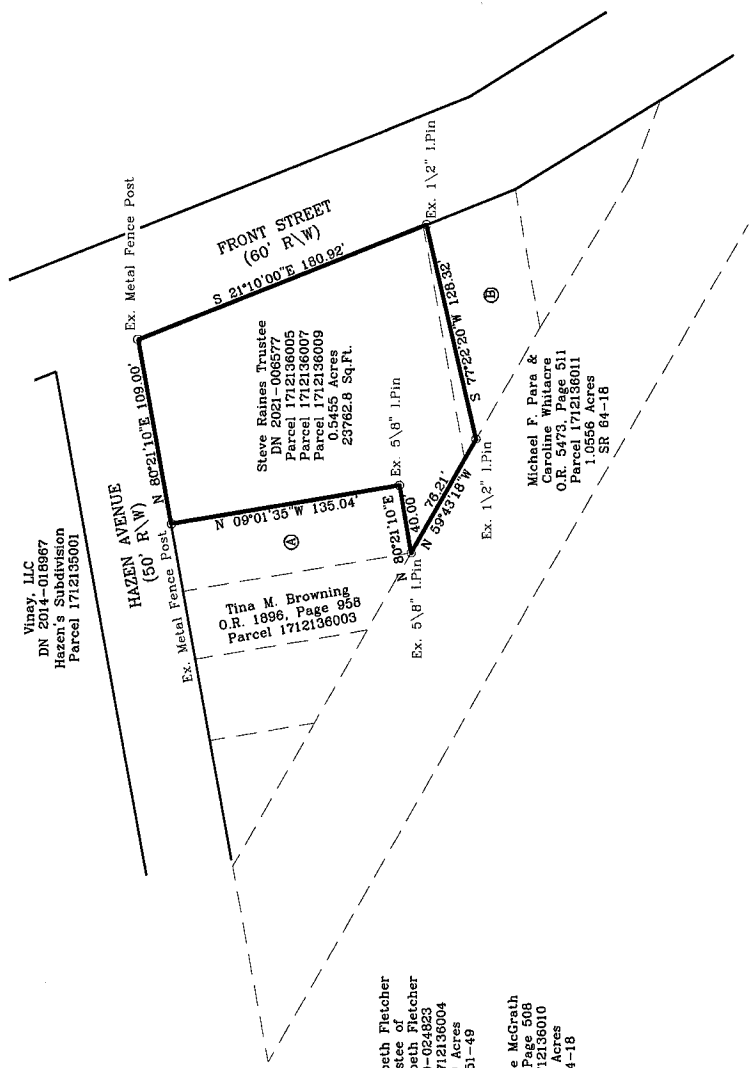
NEIL F. TUNISON P.E., P.S.  
WARREN COUNTY ENGINEER

**MILITARY SURVEY No. 1500**  
**SALEM TOWNSHIP**  
**VILLAGE OF MORROW**  
**WARREN COUNTY, OHIO**

Basis of bearings is a Survey Record Volume 151, Plat. 49  
Warren County Engineer's Record of Land Surveys.



VICINITY MAP  
Not to Scale



④ Tamra Elizabeth Fletcher  
as trustee of  
Tamra Elizabeth Fletcher  
DN 2007-000503  
Parcel 1712136004  
0.1239 Acres  
SR 151-49

⑤ Kizzie Marie McGrath  
O.R. 331, Page 508  
Parcel 1712136010  
0.2219 Acres  
SR 64-16


**NOTES**  
Occupation as shown.  
Reference Documents as shown.  
Found monuments in good condition unless noted otherwise.

**NOTE:** The professional surveyor or Lansdale Surveying, Inc. has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose. No abstract of title, nor title commitment, or results of a title search were furnished to the surveyor or Lansdale Surveying, Inc.



I hereby certify that this plat represents a complete and accurate survey made under my supervision and all monuments have been set or found as shown.

*Jay S. Ollending P.S.*  
Jay S. Ollending P.S.  
Ohio Registered Surveyor #S-7188

 <b>LANSDALE SURVEYING, INC.</b> 1008 MAIN STREET - (ST. RT. 28) MILFORD OHIO, 45150 PHONE (513) 831-9970	
<b>CONSOLIDATION PLAT</b>	
Survey for Frank Ziebell 100 Hazen Ave. Morrow, Oh 45152	DRAWING NUMBER 21-002
DATE: 3/30/2021	DRAWN BY: mjh
SCALE: 1"=50'	





**TRANSFERRED**

Aug 31, 2021

SEC 319.902 COMPLIED WITH  
MATT NOLAN, Auditor  
WARREN COUNTY, OH by CW  
Consideration: 75000.00  
Conveyance Fee: \$225.00  
Transfer Fee: \$0.50  
Conveyance#:

LINDA ODA  
WARREN COUNTY RECORDER  
2021-039585

DEED  
08/31/2021 12:50:39 PM  
REC FEE: 50.00 PGS: 4  
PIN:

by GS 4 PGS

**GENERAL WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS:**

THAT **Steve Raines, Trustee** for valuable consideration paid, grant with general warranty covenants to **Frank Ziebell**, whose tax mailing address is 100 Hazen Ave., Morrow, OH 45152, the following described real property:

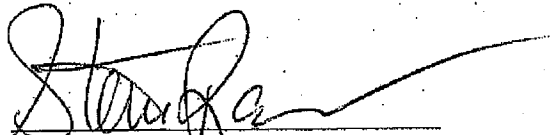
See Attached Exhibit "A" for Full Legal Description

Parcel No. ~~1712136005, 1712136007, 1712136009~~

Address: 100 Hazen Avenue, Morrow, OH 45152

Prior Deed Reference: OR 2021, Page 006571

**GRANTOR** herein has caused its hand to be affixed hereto this 22 day of January, 2021.

  
Steve Raines, Trustee

**STATE OF OHIO, WARREN COUNTY, SS:**

**BE IT REMEMBERED**, that on this 22 day of **January 2021**, before me, the subscriber, a Notary Public in and for said County and State, personally appeared **STEVE RAINES, TRUSTEE**, whose name is subscribed to and who executed the foregoing instrument, and acknowledged that the execution was his free and voluntary act and deed for the used and purposes in said instrument mentioned

I have hereunto subscribed my name and affixed my Notarial seal on the day and year last aforesaid.



**ANDREW P. GEORGE**  
Notary Public, State of Ohio  
My Commission has no expiration date

\_\_\_\_\_  
Notary Public, State of Ohio

This instrument prepared by: Andrew P. George, Attorney at Law  
530 N. Broadway Street, Lebanon, Ohio 45036

Old 17-12-136-005 Pt Lot 1  
 Old 17-12-136-007 Pt Lot 11, Pt Lot 13 and Lot 14  
 Old 17-12-136-009 Pt Lot 11 and Pt Lot 13 (0.0166 ac Total)  
 New 17-12-136-012 0.5455 ac Total  
 (0.3830 ac of Pt Lot 1, 0.0598 ac of Pt lot 11, 0.0285 ac of Pt Lot 13, 0.0742 ac of Pt Lot 14)

**APPROVED**  
 WARREN CO. MAP DEPT.

Aug 31, 2021  
 By SC

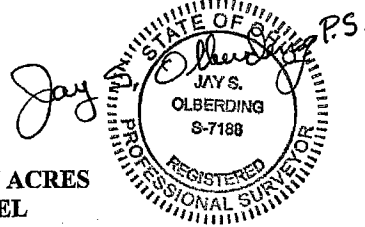
No Rem



1008 Main Street (State Route 28)  
 Milford, Ohio 45150  
 Telephone 513-831-9970 Fax 513-831-9971

President - Jay Olberding, P.S.  
 Founder - Jimmy Lansdale, P.S.

March 30, 2021  
 21-002



**LEGAL DESCRIPTION FOR 0.5455 ACRES  
 CONSOLIDATION OF PARCEL**

Situated in Military Survey No 1500, Salem Township, Village of Morrow, Warren County, Ohio and being part of Lots 1, 11, 13 and all of Lot 14 of Hazen's Addition to the Village of Morrow as recorded in Plat Book 1, Page 13 Warren County Ohio Recorders Office and being more particularly described as follows:

Beginning at an existing Metal Fence Post at the intersection of the South right of way line of Hazen Avenue with West right of way line of Front Street; Thence along the West right of way line of Front Street South 21° 10' 00" East 180.92 feet to an existing 1/2" iron pin in the North line of a 0.2219 acre parcel conveyed to Kizzie Marie McGrath as recorded in Official Record Volume 331, Page 508 of the Warren County, Ohio Deed Records; Thence leaving the West right of way line and going along said parcel South 77° 22' 20" West 128.32 feet to an existing 1/2" iron pin in the Northeast line of a 1.0556 acre parcel conveyed to Michael F. Para and Caroline Whitacre as recoded in Official Record Volume 5473, Page 511 of the Warren County, Ohio Deed Records; Thence along said parcel line North 59° 43' 18" West 76.21 feet to an existing 5/8" iron pin in the South line of a 0.1239 acre parcel conveyed to Tamra Elizabeth Fletcher as Trustee of Tamra Elizabeth Fletcher as recorded in DN 2020-024823; Thence along the South and East line of said parcel North 80° 21' 10" East 40.00 feet to an existing 5/8" iron pin; Thence North 09° 01' 35" West 135.04 feet to an existing Metal Fence Post in the South right of way line of Hazen Avenue; Thence along the South right of way line OF Hazen Avenue North 80° 21' 10" East 109.00 feet to the place of beginning containing 0.5455 acres of land, (0.3830 acres in Lot 1; 0.0598 acres in Lot 11; 0.0285 acres in Lot 13; and 0.0742 acres in Lot 14) subjected to all easements and restrictions of record.

The above described tract being all of land conveyed to Steve Raines Trustee as recoded in DN 2021-006577 of the Warren County, Ohio Recorder's Office.

Basis of bearings is Survey Record Volume 151, Plat 49 of the Warren County Engineer's Record of Land Surveys.

This description being the result of a survey and plat dated March 2021 by Lansdale Surveying, Inc. under the supervision of Jay S. Olberding, Ohio Registered Surveyor No. S-7188 and a plat of which is rec-orded in Vol 154, Plat No 79 Warren County Engineer's Record of Land Surveys.



1008 Main Street (State Route 28)  
 Milford, Ohio 45150  
 Telephone 513-831-9970 Fax 513-831-9971

President - Jay Olberding, P.S.  
 Founder - Jimmy Lansdale, P.S.

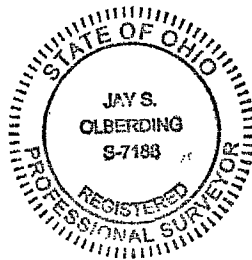
Prepared by: Lansdale Surveying, Inc  
 Routine: Area Summary Coord File: 21-002.crd 2/15/21 8:24:06  
 Input Scale Factor: 1.000000000 Output Scale Factor: 1.000000000

Pt ID	Ang Rt	Bearing	Distance	Pt ID	Northing	Easting
1		S 21°10'00"E	180.92	13	4831.2859	5065.3270
13	81°27'40"	S 77°22'20"W	128.32	14	4803.2331	4940.1109
14	137°05'38"	N 59°43'18"W	76.21	15	4841.6583	4874.2970
15	39°55'32"	N 80°21'10"E	40.00	16	4848.3615	4913.7313
16	269°22'45"	N 09°01'35"W	135.04	33	4981.7292	4892.5450
33	90°37'15"	N 80°21'10"E	109.00	1	4999.9956	5000.0036
1	101°31'10"					

Perimeter: 669.49 Cumulative Perimeter: 669.49

Approx: Sq. Feet: 23762.8 Acres: 0.5455  
 Approx: Total - Sq. Feet: 23762.8 Acres: 0.5455

Correct Ending Coordinates, North: 5000.0000 East: 5000.0000  
 Ending Coordinates, North: 4999.9956 East: 5000.0036  
 Error, N: -0.00 E: 0.00 Total: 0.01 Brg: N 38°42'26"W  
 Distance Traversed: 669.49 Closure: 117837



*Jay S. Olberding P.S.*

**Exhibit "B"**

---

See attached Disclosure on Lead-Based Paint and/or Lead-Based Paint Hazards.

## Lead-Based Paint Disclosure Housing Sales

A product of the  
CINCINNATI AREA BOARD OF REALTORS®, INC.  
Approved by Board Legal Counsel  
(If not understood, seek legal advice. For real  
estate advice, consult your REALTOR®.)



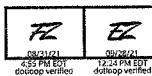
Property Address 100 Hazen Avenue, Morrow, OH 45152

### LEAD WARNING STATEMENT

Every buyer of any interest in residential real property on which a residential dwelling unit was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

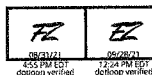
*Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet "Protect Your Family From Lead in Your Home" for more information.*

**Seller's Disclosure** (Please initial where indicated):



- (a) **Presence of lead-based paint or lead-based paint hazards** (check one):
- Known lead-based paint and/or lead-based paint hazards are present in the housing. (explain)

- Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.



- (b) **Records and reports available to the seller** (check one):
- Seller has provided the buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

- Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Buyer's Acknowledgment** (Please initial where indicated):


- (c) **Buyer has received copies of all information listed in (b) above.**
- (d) **Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.**
- (e) **Buyer has** (check one below):
- Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment** (Please initial where indicated):



- (f) **Agent has informed the seller of the seller's obligations under 42 U.S.C. 4832d and is aware of his/her responsibility to ensure compliance.**

**Certification of Accuracy:** The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

By:

<i>Frank Ziebell</i>	<small>digital verified 08/31/21 4:55 PM EDT VGR: JPF:BYC:DJRZ</small>
Seller	Date
<i>Elizabeth Ziebell</i>	<small>digital verified 08/31/21 12:24 PM EDT JTE: YH: A: PAZ: NND</small>
Seller	Date
<i>Robert D. Grooms</i>	<small>digital verified 08/31/21 4:51 PM EDT RPT: RKA: LPTM: LCB</small>
Agent	Date

<i>Jeffrey Ziebell</i>	10-5-21
Buyer	Date
	Date
	Date

AFFIDAVIT OF NON COLLUSION

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

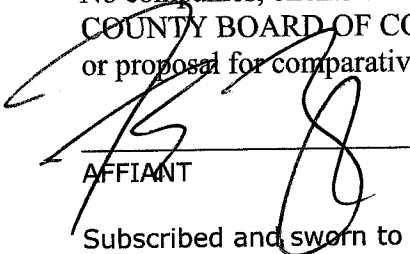
We, Frank Ziebell and Elizabeth Ziebell, being the owners of the property at 100 Hazen Avenue, Village of Morrow affirm that we are the sole owners and are authorized to speak regarding the setting the price on the agreement, contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the agreement, contract, bid or proposal.

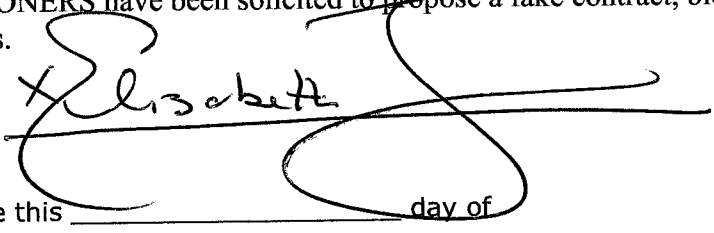
I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The agreement 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.

  
\_\_\_\_\_  
AFFIANT

  
\_\_\_\_\_  
day of

Subscribed and sworn to before me this \_\_\_\_\_  
\_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
(Notary Public),  
\_\_\_\_\_ County.

My commission expires \_\_\_\_\_ 20 \_\_\_\_\_

# Resolution

Number 21-1347

Adopted Date October 05, 2021

APPROVE CHANGE ORDER NO. 3 TO THE CONTRACT WITH PETERSON CONSTRUCTION COMPANY FOR THE FRANKLIN AREA WATER TREATMENT PLANT MEMBRANE SOFTENING UPGRADES PROJECT

WHEREAS, this Board on September 8, 2020 entered into a Contract with Peterson Construction Company for the Franklin Area Water Treatment Plant Membrane Softening Upgrades Project; and

WHEREAS, several field conditions, construction scheduling benefits, code requirements and plan redesign have been identified; and

WHEREAS, a Change Order and Purchase Order Increase are necessary in order to accommodate said changes; and

NOW THEREFORE IT BE RESOLVED:

1. Approve Change Order No. 3 to the Contract with Peterson Construction Company increasing Purchase Order No. 21002011 by \$136,407 and creating a new Contract price in the amount of \$ 13,796,306.
2. By said Change Order, attached hereto and made part thereof, all costs and work associated with the change shall be added to the Contract.
3. That the Board execute and sign Change Order No.3 of the Contract with Peterson Construction Company for the Franklin Area Water Treatment Plant Membrane Softening Upgrades Project.

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 5<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
c/a—Peterson Construction Co.

Water/Sewer (file)  
ProjectFile





# Warren County Water & Sewer Dept.

406 Justice Drive  
Lebanon, Ohio 45036  
Phone: (513) 695-1377  
FAX (513) 695-2995

# CHANGE ORDER

DATE: September 23, 2021

Change Order Number 3  
Project Name: Franklin Area Water Treatment

ITEM	DESCRIPTION	ADDITIONS	DELETIONS	CONTRACT TIME IMPACT
1	<u>Overhead Doors</u> Door Heigh Increased to accommodate final design of NF skids	\$10,354		None
2	<u>Cascade Aerator Acces Road</u> Gravel Road to accommodate future ease of accessibility	\$30,780		None
3	<u>Cascade Aerator Clearing</u> Additional clearing removed from separate contract for discharge line and added due to schedule benefits	\$3,700		None
4	<u>On-Site NFC Discharge Line</u> Additional redundant Discharge Line to Sanitary Sewer	\$39,434		None
5	<u>Tie-In Valves</u> Valves added to expedite shutdown for tie-ins	\$3,856		None
6	<u>Electricial for HVAC</u> HVAC final design requires upgraded wires and starters	\$2,870		None
7	<u>Fire Alarm Devices</u> Addition of fire alarm devices due to building code requirements	\$50,550		None
8	<u>Roof Panels</u> Decrease guage of panels due to schedule and supply issues		\$5,137	None

Sums of the ADDITIONS and DELETIONS

\$141,544

\$5,137

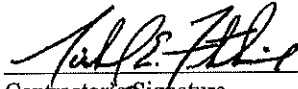
TOTALS FOR THIS CHANGE ORDER

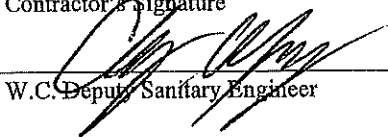
**\$136,407**

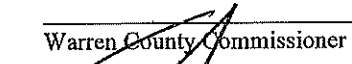
Original contract price \$13,075,000  
 Current contract price adjusted by previous change orders \$ \$13,659,899  
 The Contract price due to this change order will be increased by \$136,407  
 The New contract price including this change order will be \$ 13,796,306


The contract time will be increased by 0 calendar days.

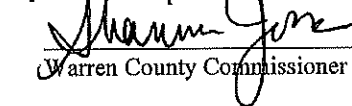
Acceptance of this Change Order by the contractor constitutes final settlement of all matters relating to the change in Work that is the subject of the Change Order, including but not limited to, all direct, indirect and cumulative costs and schedule impacts associated with such change and any and all adjustments to the Contract Sum or Price and the extension of the Contract completion time.

  
Contractor's Signature      09/24/21  
Date

  
W.C. Deputy Sanitary Engineer      9/28/21  
Date

  
Warren County Commissioner      Date

  
Warren County Commissioner      10/5/21  
Date

  
Warren County Commissioner      10/5/21  
Date

**CHANGE ORDER**

No. 003

PROJECT Warren County FAWTP

DATE OF ISSUANCE 08/10/21

EFFECTIVE DATE: When signed by all parties

OWNER; Warren County

OWNER's Contract No. NA

ENGINEER's Contract No 60551697

CONTRACTOR Peterson Construction Company

ENGINEER AECOM

You are directed to make the following changes in the Contract Documents:

**Description:**

Various changes

**Reason for Change Order:**

Miscellaneous Items

**Attachments:**

Summary and Cost Proposals

CHANGE IN CONTRACT PRICE:
Original Contract Price \$13,075,000.00
Net Increase (Decrease) from previous Change Orders No. <u>0</u> to <u>2</u> : \$584,899.00
Contract Price prior to this Change Order: \$ <u>13,659,899.00</u>
Net increase (decrease) of this Change Order: \$ <u>136,407.00</u>
Contract Price with all approved Change Orders: \$ <u>13,796,306.00</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>548 days</u> Ready for final payment: <u>608 days</u> <small>(days or dates)</small>
Net change from previous Change Orders No. <u>0</u> to No. <u>2</u> : Substantial Completion: <u>0 days</u> Ready for final payment: <u>0 days</u> <small>(days)</small>
Contract Times prior to this Change Order: Substantial Completion: <u>548 days</u> Ready for final payment: <u>608 days</u> <small>(days or dates)</small>
Net increase (decrease) this Change Order: Substantial Completion: <u>0 days</u> Ready for final payment: <u>0 days</u> <small>(days)</small>
Contract Times with all approved Change Orders: Substantial Completion: <u>548 days</u> Ready for final payment: <u>608 days</u> <small>(days or dates)</small>

RECOMMENDED:

By:   
Engineer - AECOM

APPROVED:

By: \_\_\_\_\_  
Owner - Warren County

ACCEPTED:

By Michael E. Fritchie  
Contractor - Peterson Construction Company

Date: 8/10/21

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

Date: 08/11/21

E/CDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute

CHANGE ORDER TWO SUMMARY

OWNER: Warren County  
 PROJECT NO.: 60551697  
 PROJECT: RARWTP  
 CONTRACTOR: Building Crafts, Inc.  
 DATE: 09/22/21

C.O. #	Item	URS/City Ref.	Contractor Ref.	Item Description	Amount	Days	Contract Amount
							\$22,267,567.00
2	1	FO 004	N/A	High Service Pump 5 VFD modifications	\$33,524.00	0	
2	2	FO 014	N/A	Revised electrical room layout and ATS	\$34,182.00	0	
2	3	FO 011	N/A	Add Fire Alarm devices	\$32,200.00	0	
2	4	FO 012	N/A	Revised height of OH door R 102	\$2,071.00	0	
2	5	FO 013	N/A	Revised height of Kalwall Panel	\$1,664.00	0	
2	6	FO 015	N/A	Adjust alignment of 42" GFE line	\$17,527.00	0	
2				<b>TOTAL</b>	<b>\$121,168.00</b>	<b>0</b>	<b>\$22,388,735.00</b>

CHANGE ORDER THREE SUMMARY

OWNER: Warren County  
 PROJECT NO.: 60551697  
 PROJECT: FAWTP  
 CONTRACTOR: Peterson Construction  
 DATE: 08/10/21

C.O. #	Item	URS/City Ref.	Contractor Ref.	Item Description	Amount	Days	Contract Amount
							\$13,659,899.00
3	1	Field Order 005	24	Modify OH doors	\$10,354.00	0	
3	2	N/A	25	Gravel road and gate at Cascade Aerator	\$30,780.00	0	
3	3	N/A	26	Additional site clearing at Cascade Aerator	\$3,700.00	0	
3	4	Field Order 006	27	10" on-site NFC discharge line	\$39,434.00	0	
3	5	N/A	28	Tapping saddles and valves used at tie-in	\$3,856.00	0	
3	6	Field Order 007	29	Modify HVAC pump wires and starters	\$2,870.00	0	
3	7	Field Order 004	30r	Add Fire Alarm Devices	\$50,550.00	0	
3	8	N/A	31	Revise guage of roof panels	(\$5,137.00)	0	
<b>TOTAL</b>					<b>\$136,407.00</b>	<b>0</b>	<b>\$13,796,306.00</b>



**PETERSON**  
**CONSTRUCTION COMPANY**  
An Equal Opportunity Employer

18817 S. R. 501 North, PO Box 2058, Wapakoneta, Ohio 45895-0558  
PH: 419-941-2233, Fax: 419-941-2244 [www.petersonconstructionco.com](http://www.petersonconstructionco.com)

May 19, 2021

Via E-Mail

AECOM  
277 West Nationwide Blvd  
Columbus, OH 43215

ATTN: Brian Benedict

RE: Franklin Area WTP  
PCC Change Order Request No. 713-24  
"Modify Overhead Doors"

Gentlemen:

Per your request, we offer a price of **\$10,354** to increase the overhead doors overall height from 12'-0" to 14'-8" for openings F119-3, F119-4, and F119-6 and modify the overhead door jambs.

Please see our attached Change Request Summary and Quotes.

Please issue a formal Change Order if this is acceptable to you.

Do not hesitate to call with any questions you may have.

Sincerely,

PETERSON CONSTRUCTION COMPANY

Mike Fritchie  
Project Manager

MEF  
c: PCC Field – Scott Urquhart

## CHANGE ORDER REQUEST SUMMARY

PROJECT: Franklin Area WTP Membrane Softening

PROJECT NO.: P20-713

PCC CHANGE REQUEST NO.: 713 - 24

DATE: 05/19/21

DESCRIPTION: Increase Overhead Doors F119-3, F119-4, & F119-6 to 14'-8" height

ARCHITECT'S REFERENCE: \_\_\_\_\_

ARCH. CHANGE ORDER NO.: \_\_\_\_\_

1)	<b><u>LABOR</u></b>		<b><u>AMOUNT</u></b>
	DIRECT FIELD LABOR		_____
	SUPERVISION		_____
			TOTAL LABOR \$ <u>0</u>
2)	<b><u>MATERIAL</u></b>		
	<b><u>VENDOR</u></b>	<b><u>DATE ISSUED</u></b>	<b><u>AMOUNT</u></b>
	<u>MOFAB - modify overhead door jambs</u>	_____	_____ 4,716
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
			SUBTOTAL \$ <u>4,716</u>
			SALES TAX _____
			TOTAL MATERIAL \$ <u>4,716</u>
3)	<b><u>SUBCONTRACTORS</u></b>		
	<b><u>VENDOR</u></b>	<b><u>DATE ISSUED</u></b>	<b><u>AMOUNT</u></b>
	<u>Denny's Door</u>	_____	_____ 4,329
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
			TOTAL SUBCONTRACTORS \$ <u>4,329</u>
4)	<b><u>EQUIPMENT</u></b>		<b><u>AMOUNT</u></b>
	_____		_____
	_____		_____
	_____		_____
	_____		_____
			TOTAL EQUIPMENT \$ <u>0</u>

5) GENERAL REQUIREMENTS

TESTING	0
SMALL TOOLS (3% OF Direct Labor)	0
FIELD OFFICE EXPENSE	0
WINTER PROTECTION	0
CLEAN-UP	0
DUMPSTER	0
<b>TOTAL GEN. REQUIREMENTS</b>	<b>\$ 0</b>

SUBTOTAL (ACCUMLATIVE PREVIOUS COSTS) \$ 9998

6) INSURANCES/BOND

BLDRS. RISK INSURANCE	0.002 x total cost)	20
BOND	( 0.015 x total cost)	150
LIABILITY INSURANCE	( 0.015 x total cost)	150
CAT TAX	( 0.003 x total cost)	26
OCP INSURANCE	( 0.001 x total cost)	10
<b>TOTAL INSURANCES/BOND</b>		<b>\$ 356</b>

SUMMARY	1. LABOR	2. MATERIAL	3. SUBCONT.	4. EQUIP.	5. & 6. GEN. REQ. INS./BOND	TOTAL
SUBTOTAL	0	4,716	4,329	0	356	9,401
OVHD%	8% 0	8% 377	3% 130	8% 0	0% 0	507
SUBTOTAL	0	5,093	4,459	0	356	9,908
PROFIT %	7% 0	7% 357	2% 89	7% 0	0% 0	446
SUBTOTAL	0	5,450	4,548	0	356	10,354
<b>GRAND TOTAL</b>						<b>\$ 10,354</b>

TIME EXTENSION: \_\_\_\_\_ Calendar Days.  
(Based upon written acceptance of this proposal by \_\_\_\_\_.)

This proposal shall remain valid for \_\_\_\_\_ Calendar Days.  
(Peterson Construction Company reserves the right to review and/or revise this proposal if not accepted by \_\_\_\_\_.)

SUBMITTED BY: Mike Fritchie DATE: 05/19/21  
Project Manager

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
crsum-fmt



**Mike Fritchie**

---

**From:** Jeff Kunk - DDC <j.kunk@dennysdoor.com>  
**Sent:** Monday, April 26, 2021 7:53 AM  
**To:** Mike Fritchie  
**Subject:** RE: Estimate 16131 from Denny's Door Company

That is Correct

Thanks,  
**Jeff Kunk**  
Denny's Door Company  
5305 St. Rt. 29  
Cellna, OH 45822  
419-586-1986 Office  
419-586-6696 Fax  
419-733-9308 Cell

**From:** Mike Fritchie [mailto:mfritchie@petersonconstructionco.com]  
**Sent:** Sunday, April 25, 2021 2:09 PM  
**To:** Jeff Kunk - DDC  
**Subject:** RE: Estimate 16131 from Denny's Door Company

Jeff,

In reviewing our original purchase order and your updated pricing the cost adder to go from 12' high to 14'-8" high on (3) of the overhead doors is an adder of \$4,329.00.

Please confirm that this price adder is correct and I will send out a supplemental PO for this next week.

Thanks,

Michael Fritchie  
Peterson Construction Co.  
Ph: 419.941.2233  
Cell: 419.295.0316  
E-mail: [mfritchie@petersonconstructionco.com](mailto:mfritchie@petersonconstructionco.com)

**From:** Jeff Kunk - DDC <j.kunk@dennysdoor.com>  
**Sent:** Friday, April 16, 2021 9:35 AM  
**To:** Mike Fritchie <mfritchie@petersonconstructionco.com>  
**Subject:** Estimate 16131 from Denny's Door Company

To Mike :

Please review the attached estimate. Feel free to contact us if you have any questions.

We look forward to working with you.

Sincerely,

**Mike Fritchie**

---

**From:** Max2@mofabinc.com  
**Sent:** Tuesday, May 11, 2021 3:55 PM  
**To:** Mike Fritchie  
**Subject:** RE: FAWTP - Overhead Door Jambs

Good Afternoon Mike,  
Below is our break down on costs for these. Feel free to call and discuss if needed.

New Material \$1,231.28 less 20%	=	\$985.50
Galvanizing=	=	\$250.00
Labor 49.7hrs x \$70/hr	=	\$3,479.00
Total	=	\$4,715.50

Kind Regards,

*Max W. Hains 2*

(Project Manager/ Estimator)  
**MOFAB INCORPORATED**  
[www.mofabinc.com](http://www.mofabinc.com)  
DL: (765) 356-9404  
Office: (765) 649-5577 Ext:9404  
Fax: (765) 641-1555  
Mobile: (765) 621-6924

**From:** Mike Fritchie <mfritchie@petersonconstructionco.com>  
**Sent:** Monday, May 10, 2021 8:38 AM  
**To:** Max2@mofabinc.com  
**Subject:** FW: FAWTP - Overhead Door Jambs

Max2,

Please let me know the additional cost for these jambs.  
I appreciate you helping us out with these.  
Thanks,

Michael Fritchie  
Peterson Construction Co.  
Ph: 419.941.2233  
Cell: 419.295.0316  
E-mail: [mfritchie@petersonconstructionco.com](mailto:mfritchie@petersonconstructionco.com)

**From:** Mike Fritchie  
**Sent:** Monday, May 10, 2021 8:19 AM  
**To:** Martin Blazek <[Martin@mofabinc.com](mailto:Martin@mofabinc.com)>; [Max2@mofabinc.com](mailto:Max2@mofabinc.com)



**PETERSON**  
**CONSTRUCTION COMPANY**  
An Equal Opportunity Employer

18817 S. R. 501 North, PO Box 2058, Wapakoneta, Ohio 45895-0558  
PH: 419-941-2233, Fax: 419-941-2244 [www.petersonconstructionco.com](http://www.petersonconstructionco.com)

May 11, 2021

Via E-Mail

AECOM  
277 West Nationwide Blvd  
Columbus, OH 43215

ATTN: Brian Benedict

RE: Franklin Area WTP  
PCC Change Order Request No. 713-25  
"Cascade Aerator Access Road & Gates"

Gentlemen:

Per your request, we offer a price of **\$30,780** to furnish and install approximately 1000 LF of access road and (2) 10'-0" gates to allow for access, maintenance, and sampling at the new Cascade Aerator Structure.

Please see our attached Change Request Summary and Quotes.

Please issue a formal Change Order if this is acceptable to you.

Do not hesitate to call with any questions you may have.

Sincerely,

PETERSON CONSTRUCTION COMPANY

Mike Fritchie  
Project Manager

MEF  
c: PCC Field – Scott Urquhart

## CHANGE ORDER REQUEST SUMMARY

PROJECT: Franklin Area WTP Membrane Softening

PROJECT NO.: P20-713

PCC CHANGE REQUEST NO.: 713 - 25

DATE: 05/10/21

DESCRIPTION: Cascade Aerator Structure Access Road & Gates

ARCHITECT'S REFERENCE: \_\_\_\_\_

ARCH. CHANGE ORDER NO.: \_\_\_\_\_

1)	<b><u>LABOR</u></b>		<b><u>AMOUNT</u></b>
	DIRECT FIELD LABOR		2,640
	SUPERVISION		264
			TOTAL LABOR \$ 2,904
2)	<b><u>MATERIAL</u></b>		
	<b><u>VENDOR</u></b>	<b><u>DATE ISSUED</u></b>	<b><u>AMOUNT</u></b>
	304 Stone		15,917
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
			SUBTOTAL \$ 15,917
			SALES TAX _____
			TOTAL MATERIAL \$ 15,917
3)	<b><u>SUBCONTRACTORS</u></b>		
	<b><u>VENDOR</u></b>	<b><u>DATE ISSUED</u></b>	<b><u>AMOUNT</u></b>
	Elwer Fence - Gates		3,688
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
			TOTAL SUBCONTRACTORS \$ 3,688
4)	<b><u>EQUIPMENT</u></b>		
			<b><u>AMOUNT</u></b>
	Dozer		1,980
	Trucking		1,480
	_____	_____	_____
	_____	_____	_____
			TOTAL EQUIPMENT \$ 3,460

5) **GENERAL REQUIREMENTS**

TESTING	0
SMALL TOOLS (3% OF Direct Labor)	99
FIELD OFFICE EXPENSE	0
WINTER PROTECTION	0
CLEAN-UP	0
DUMPSTER	0
<b>TOTAL GEN. REQUIREMENTS</b>	<b>\$ 99</b>

**SUBTOTAL (ACCUMLATIVE PREVIOUS COSTS) \$ 29722**

6) **INSURANCES/BOND**

BLDRS. RISK INSURANCE	0.002 x total cost)	59
BOND	( 0.015 x total cost)	446
LIABILITY INSURANCE	( 0.015 x total cost)	446
CAT TAX	( 0.003 x total cost)	77
OCP INSURANCE	( 0.001 x total cost)	30
<b>TOTAL INSURANCES/BOND</b>		<b>\$ 1,058</b>

SUMMARY	1. LABOR	2. MATERIAL	3. SUBCONT.	4. EQUIP.	5. & 6. GEN. REQ. INS./BOND	TOTAL
SUBTOTAL	2,904	15,917	3,688	3,460	1,157	27,126
OVHD%	8% 232	8% 1,273	3% 111	8% 277	0% 0	1,893
SUBTOTAL	3,136	17,190	3,799	3,737	1,157	29,019
PROFIT %	7% 220	7% 1,203	2% 76	7% 262	0% 0	1,761
SUBTOTAL	3,356	18,393	3,875	3,999	1,157	30,780
<b>GRAND TOTAL</b>						<b>\$ 30,780</b>

TIME EXTENSION: \_\_\_\_\_ Calendar Days.  
(Based upon written acceptance of this proposal by \_\_\_\_\_.)

This proposal shall remain valid for \_\_\_\_\_ Calendar Days.  
(Peterson Construction Company reserves the right to review and/or revise this proposal if not accepted by \_\_\_\_\_.)

SUBMITTED BY: Mike Fritchle DATE: 05/10/21  
Project Manager

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
crsum-fmt

# ELWER FENCE



367 N. Fraunfelter Rd.  
Lima, OH 45807  
419-221-2511 FAX 419-909-9000  
[delwer@woh.rr.com](mailto:delwer@woh.rr.com)

Cost totals for CSO and Franklin WWTP gate

Mike,

~~CSO job on Kibby St.-~~

~~Install driven posts 4' deep and install yellow safety chain with removable hooks to drop the chain~~

~~Across driveway area only (25')-\$590.00~~

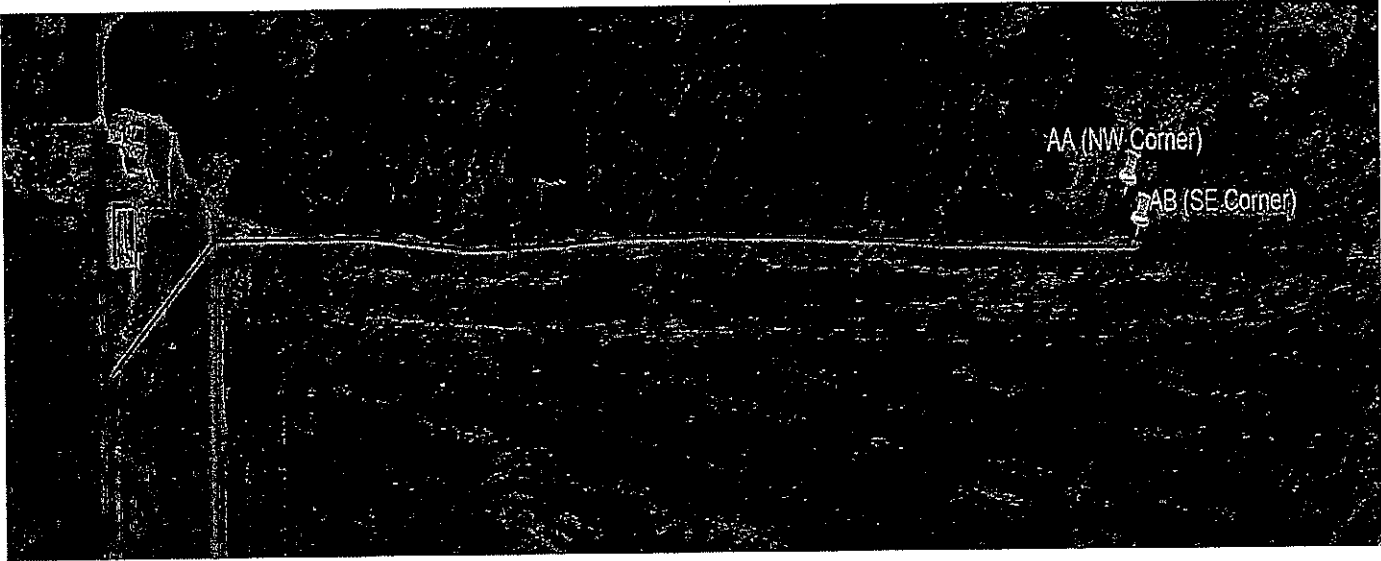
~~Across entire property with driveway entry capability (126')-\$1,380.00~~

Franklin WWTP

Install 2 new gate posts and hang a 20' opening double gate to match the existing fence line and reattach fence to the gate posts- \$3,688.00

Dave Elwer  
Elwer Fence Inc  
419-234-3982

FRANKLIN AREA WTP PROJECT  
CASCADE AERATOR STRUCTURE ACCESS ROAD & GATES





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May 19, 2021

Via E-Mail

AECOM  
277 West Nationwide Blvd  
Columbus, OH 43215

ATTN: Brian Benedict

RE: Franklin Area WTP  
PCC Change Order Request No. 713-26  
"Cascade Aerator Site Clearing"

Gentlemen:

Per your request, we offer a price of \$3,700 to complete the site clearing for the line contractor at the Cascade Aerator Structure.

Please see our attached Change Request Summary and Quote.

Please issue a formal Change Order if this is acceptable to you.

Do not hesitate to call with any questions you may have.

Sincerely,

PETERSON CONSTRUCTION COMPANY

Mike Fritchie  
Project Manager

MEF  
c: PCC Field – Scott Urquhart



## CHANGE ORDER REQUEST SUMMARY

PROJECT: Franklin Area WTP Membrane Softening

PROJECT NO.: P20-713

PCC CHANGE REQUEST NO.: 713 - 26

DATE: 05/14/21

DESCRIPTION: Cascade Aerator Site Clearing for Line Work Contractor

ARCHITECT'S REFERENCE: \_\_\_\_\_

ARCH. CHANGE ORDER NO.: \_\_\_\_\_

1)	<b><u>LABOR</u></b>		<b><u>AMOUNT</u></b>
	DIRECT FIELD LABOR		_____
	SUPERVISION		_____
			TOTAL LABOR \$ <u>0</u>
2)	<b><u>MATERIAL</u></b>		
	<b><u>VENDOR</u></b>	<b><u>DATE ISSUED</u></b>	<b><u>AMOUNT</u></b>
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
			SUBTOTAL \$ <u>0</u>
			SALES TAX _____
			TOTAL MATERIAL \$ <u>0</u>
3)	<b><u>SUBCONTRACTORS</u></b>		
	<b><u>VENDOR</u></b>	<b><u>DATE ISSUED</u></b>	<b><u>AMOUNT</u></b>
	Site Clearing for Line Work	_____	3,400
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
			TOTAL SUBCONTRACTORS \$ <u>3,400</u>
4)	<b><u>EQUIPMENT</u></b>		<b><u>AMOUNT</u></b>
	_____		_____
	_____		_____
	_____		_____
	_____		_____
			TOTAL EQUIPMENT \$ <u>0</u>

5) GENERAL REQUIREMENTS

TESTING	0
SMALL TOOLS (3% OF Direct Labor)	0
FIELD OFFICE EXPENSE	0
WINTER PROTECTION	0
CLEAN-UP	0
DUMPSTER	0

TOTAL GEN. REQUIREMENTS \$ 0

SUBTOTAL (ACCUMLATIVE PREVIOUS COSTS) \$ 3572

6) INSURANCES/BOND

BLDRS. RISK INSURANCE	0.002 x total cost)	7
BOND	( 0.015 x total cost)	54
LIABILITY INSURANCE	( 0.015 x total cost)	54
CAT TAX	( 0.003 x total cost)	9
OCP INSURANCE	( 0.001 x total cost)	4

TOTAL INSURANCES/BOND \$ 128

SUMMARY	1. LABOR	2. MATERIAL	3. SUBCONT.	4. EQUIP.	5. & 6. GEN. REQ. INS./BOND	TOTAL
SUBTOTAL	0	0	3,400	0	128	3,528
OVHD%	8% 0	8% 0	3% 102	8% 0	0% 0	102
SUBTOTAL	0	0	3,502	0	128	3,630
PROFIT %	7% 0	7% 0	2% 70	7% 0	0% 0	70
SUBTOTAL	0	0	3,572	0	128	3,700
<b>GRAND TOTAL</b> .....						<b>\$ 3,700</b>

TIME EXTENSION: \_\_\_\_\_ Calendar Days.  
(Based upon written acceptance of this proposal by \_\_\_\_\_.)

This proposal shall remain valid for \_\_\_\_\_ Calendar Days.  
(Peterson Construction Company reserves the right to review and/or revise this proposal if not accepted by \_\_\_\_\_.)

SUBMITTED BY: Mike Fritchie DATE: 05/14/21  
Project Manager

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
crsum-fmt



Date: May 13, 2021

Mike Fritchie  
Peterson Construction  
18817 OH-501,  
Wapakoneta, OH 45895  
419.941.2233

PROJECT: Cascade Aerator Structure Site Clearing  
Address: 201 Baxter Dr., Franklin, OH

Clearing of trees, brush, and stumps as marked on aerial by Mike.

- Chips to be blown on site.
- Logs to be hauled off site.
- Stumps 4" and larger to be ground out (unless imbedded in rock, concrete, or on inaccessible slopes) and grinding debris to be left on site.
- No root raking.
- All mowing debris to remain on site.
- Bid as prevailing wage.
- Price includes one mobilization.
- Price does not include tree or stump removal of trees grown through property line fences or that split property lines.
- GC to provide stoned construction entrance for truck and equipment access into site or CCI can install at additional cost.
- Price does not include removal of any trees that are in water from river.

Total Cost: \$7,100.00

Payment is due 30 days from completion. We may withdraw proposal if not accepted within 30 days.

Proposal prepared by Scott Sizemore 859.393.1917 [scott@completeclearing.com](mailto:scott@completeclearing.com)

ACCEPTANCE OF PROPOSAL: 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: \_\_\_\_\_

*Mike Fritchie* 5/13/21



**PETERSON**  
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18817 S. R. 501 North, PO Box 2058, Wapakoneta, Ohio 45395-0558  
PH: 419-941-2233, Fax: 419-941-2244 [www.petersonconstructionco.com](http://www.petersonconstructionco.com)

May 24, 2021

Via E-Mail

AECOM  
277 West Nationwide Blvd  
Columbus, OH 43215

ATTN: Brian Benedict

RE: Franklin Area WTP  
PCC Change Order Request No. 713-27  
"Add 10" NFC Discharge Line"

Gentlemen:

Per your request, we offer a price of \$39,434 add 10" NFC discharge line to sanitary sewer per Field Order No. 06.

Please see our attached Change Request Summary, Pricing Sheet, and Supplier Quotes.

Please issue a formal Change Order if this is acceptable to you.

Do not hesitate to call with any questions you may have.

Sincerely,

PETERSON CONSTRUCTION COMPANY

Mike Fritchie  
Project Manager

MEF  
c: PCC Field – Scott Urquhart

## CHANGE ORDER REQUEST SUMMARY

PROJECT: Franklin Area WTP Membrane Softening

PROJECT NO.: P20-713

PCC CHANGE REQUEST NO.: 713 - 27

DATE: 05/21/21

DESCRIPTION: Field Order No. 06 - NFC Line

ARCHITECT'S REFERENCE: \_\_\_\_\_

ARCH. CHANGE ORDER NO.: \_\_\_\_\_

			<u>AMOUNT</u>
1)	<b><u>LABOR</u></b>		
	DIRECT FIELD LABOR		<u>5,940</u>
	SUPERVISION		<u>594</u>
		TOTAL LABOR	\$ <u>6,534</u>
2)	<b><u>MATERIAL</u></b>		
	<u>VENDOR</u>	<u>DATE ISSUED</u>	<u>AMOUNT</u>
	Piping, Fittings, & Accessories	_____	<u>8,914</u>
	Precast Manhole	_____	<u>1,895</u>
	Aluminum Hatch	_____	<u>804</u>
	Stone	_____	<u>3,852</u>
	Gate Valves	_____	<u>5,166</u>
		SUBTOTAL	\$ <u>20,631</u>
		SALES TAX	
		TOTAL MATERIAL	\$ <u>20,631</u>
3)	<b><u>SUBCONTRACTORS</u></b>		
	<u>VENDOR</u>	<u>DATE ISSUED</u>	<u>AMOUNT</u>
	Coring	_____	<u>600</u>
	Painting	_____	<u>600</u>
		_____	
		_____	
		_____	
		_____	
		TOTAL SUBCONTRACTORS	\$ <u>1,200</u>
4)	<b><u>EQUIPMENT</u></b>		
			<u>AMOUNT</u>
	Excavator		<u>1,800</u>
	Bobcat		<u>440</u>
	Trucking		<u>1,520</u>
	Trench Box		<u>700</u>
		TOTAL EQUIPMENT	\$ <u>4,460</u>

5) **GENERAL REQUIREMENTS**

TESTING	0
SMALL TOOLS (3% OF Direct Labor)	<u>178</u>
FIELD OFFICE EXPENSE	0
WINTER PROTECTION	0
CLEAN-UP	<u>94</u>
DUMPSTER	<u>0</u>

TOTAL GEN. REQUIREMENTS \$ 272

**SUBTOTAL (ACCUMLATIVE PREVIOUS COSTS)** \$ 38079

6) **INSURANCES/BOND**

BLDRS. RISK INSURANCE	0.002 x total cost)	76
BOND	( 0.015 x total cost)	<u>571</u>
LIABILITY INSURANCE	( 0.015 x total cost)	<u>571</u>
CAT TAX	( 0.003 x total cost)	<u>99</u>
OCP INSURANCE	( 0.001 x total cost)	<u>38</u>

TOTAL INSURANCES/BOND \$ 1,355

SUMMARY	1. LABOR	2. MATERIAL	3. SUBCONT.	4. EQUIP.	5. & 6. GEN. REQ. INS./BOND	TOTAL
SUBTOTAL	<u>6,534</u>	<u>20,631</u>	<u>1,200</u>	<u>4,460</u>	<u>1,627</u>	<u>34,452</u>
OVHD%	8% <u>523</u>	8% <u>1,650</u>	3% <u>36</u>	8% <u>357</u>	0% <u>0</u>	<u>2,566</u>
SUBTOTAL	<u>7,057</u>	<u>22,281</u>	<u>1,236</u>	<u>4,817</u>	<u>1,627</u>	<u>37,018</u>
PROFIT %	7% <u>494</u>	7% <u>1,560</u>	2% <u>25</u>	7% <u>337</u>	0% <u>0</u>	<u>2,416</u>
SUBTOTAL	<u>7,551</u>	<u>23,841</u>	<u>1,261</u>	<u>5,154</u>	<u>1,627</u>	<u>39,434</u>
<b>GRAND TOTAL</b>						<b>\$ <u>39,434</u></b>

TIME EXTENSION: \_\_\_\_\_ Calendar Days.  
(Based upon written acceptance of this proposal by \_\_\_\_\_.)

This proposal shall remain valid for \_\_\_\_\_ Calendar Days.  
(Peterson Construction Company reserves the right to review and/or revise this proposal if not accepted by \_\_\_\_\_.)

SUBMITTED BY: Mike Fritchie  
Project Manager

DATE: 05/21/21

ACCEPTED BY: \_\_\_\_\_  
crsum-fmt

DATE: \_\_\_\_\_



# AECOM

277 West Nationwide Boulevard  
Columbus, OH 43215-2566  
Telephone: (614) 464-4500  
Facsimile: (614) 464-0588  
*Architectural & Engineering Services*

## ENGINEERING FIELD ORDER

**TO:** Peterson Construction Co  
PO Box 2058  
Wapakoneta, Ohio 45895

**ATTN:** Mr. Mike Fritchie

**ISSUED BY:** Brian Benedict

**COPIES:** Scott Urquart -PCC, Chris  
Wojnicz, Ed Turner, Don Brewer-Warren  
County, Dan Horlander, Arcadis - John Krinks,  
Miranda Scheitlin-AECOM, AECOM Central  
File

**FIELD ORDER NO.:** 06

**DATE:** May 5, 2021

**PROJECT:** Warren County FA Water  
Treatment Plant

**PROJECT NO.:** 6055197

**RE:** Add discharge line to sanitary sewer for  
NFC line

---

You are hereby directed to execute promptly this Field Order which interprets the Contract Documents or orders minor changes in the Work without change in Contract Sum or Contract Time.

If you consider that a change in Contract Sum or Contract Time is required, please submit your itemized proposal to the Engineer immediately and before proceeding with this work. If your proposal is found to be satisfactory and in proper order, this Field Order will in that event be superseded by a Change Order.

---

### Description:

Add a discharge to the sanitary sewer for the NFC line. Install a tee with two BF valves on one of the NFC lines. Install a 10" line from the tee to discharge into a new manhole adjacent to sanitary manhole 1. New structure to be a 4' diameter manhole with a flat top and 2' x 2' aluminum hatch. NFC line to discharge above grade into the hatch with a minimum 20" air gap. Support pipe above hatch with a pipe support. Install a 10" gravity line with an invert of 760.0 to sanitary manhole with a slope of 3%.

### Attachments:

Sketch showing general arrangement of new NFC line to sanitary sewer.





## Mike Fritchie

---

**From:** Jim Steele <jims@rawdonmyers.com>  
**Sent:** Wednesday, May 19, 2021 11:07 AM  
**To:** Mike Fritchie  
**Subject:** RE: FAWTP - Field Order No. 06

Mike,

Per our phone conversation,

(2) 10" American Flow Control Resilient Wedge Gate Valves, MJ Ends, DI Body, Bonnet and EPDM Encapsulated Wedge, Non-Rising Bronze Stem w/ 10ft. SS Extension & 2" Nut, Open Left  
...\$2,583.00 net ea. including shipping costs

Lead time is 2 weeks after order.

Best Regards,

Jim Steele  
www.rawdonmyers.com

**From:** Jim Steele  
**Sent:** Wednesday, May 19, 2021 10:20 AM  
**To:** 'Mike Fritchie' <mfritchie@petersonconstructionco.com>  
**Subject:** RE: FAWTP - Field Order No. 06

Mike,

I don't have good news out of the factory. I could go hunting if you would like. Maybe a fellow rep has some in their stock. Likely will be more money plus shipping costs. Just let me know.

BAW,10,MJ,CI,NBRN-NBR,150B,S2-S2\*GB-6B-N,SB16-ENGS2 (10ft)  
Qty:2

12-14 weeks after release/receipt of order (we only have 3 discs left for this lead time. If they are allocated, the estimated lead time would be 18-20 weeks after release/receipt of order.)

BAW,10,MJ,CI,NBRN-NBR,150B,DI-S2\*GB-6B-N,SB16-ENGS2 (10ft)  
Qty:2

12-14 weeks after release/receipt of order.

(above lead times due to the confirmed delivery of the valve bodies arriving)

Best Regards,

Jim Steele

[www.rawdonmyers.com](http://www.rawdonmyers.com)

**From:** Jim Steele  
**Sent:** Wednesday, May 19, 2021 9:17 AM  
**To:** 'Mike Fritchie' <[mfritchie@petersonconstructionco.com](mailto:mfritchie@petersonconstructionco.com)>  
**Subject:** RE: FAWTP - Field Order No. 06

Mike,

We are pleased to quote as follows:

(2) 10" MJ BFV w/ 10ft. 316 SS extension to meet original spec's with 316 SS disc and shaft  
...\$2,858.00 ea.

Or

(2) 10" MJ BFV w/ 10ft. 316 SS extension with Ductile Iron disc and 316 SS shaft  
...\$2,366.00 ea.

The valve with the ductile iron disc will be much quicker to get. I have sent a request to the factory to get the best possible ship dates. Thanks.

Best Regards,

Jim Steele  
[www.rawdonmyers.com](http://www.rawdonmyers.com)

**From:** Mike Fritchie <[mfritchie@petersonconstructionco.com](mailto:mfritchie@petersonconstructionco.com)>  
**Sent:** Wednesday, May 19, 2021 9:03 AM  
**To:** Jim Steele <[jims@rawdonmyers.com](mailto:jims@rawdonmyers.com)>  
**Subject:** FAWTP - Field Order No. 06

Jim,

Please see the attached Field Order No. 006 for the above referenced project.

I need a price for (2) 10" MJ BFVs with extension stems (approx. 10 long).

Call with any questions.

Thanks,

Michael Fritchie  
Peterson Construction Co.  
Ph: 419.941.2233  
Cell: 419.295.0316  
E-mail: [mfritchie@petersonconstructionco.com](mailto:mfritchie@petersonconstructionco.com)

## Mike Fritchie

---

**From:** Herl, John <jherl@mackconcrete.com>  
**Sent:** Monday, May 17, 2021 1:48 PM  
**To:** Mike Fritchie  
**Subject:** RE: Franklin WTP - Field Order No. 006

Mike  
The cost of this manhole would be \$1895.00 delivered  
Let me know if you need it drawn  
Thanks



**John Herl**  
General Manager/Sales

**Mack Industries, Inc.**  
507 Derby Avenue Bowling Green, OH 43402  
Phone: 866.354.6225 3702/73702 | Cell: 419.392.4628 | Fax: 419.392.9812  
email: [jherl@mackconcrete.com](mailto:jherl@mackconcrete.com)  
web: [www.mackconcrete.com](http://www.mackconcrete.com)

*"Quality and Service since 1932"*

**From:** Mike Fritchie <mfritchie@petersonconstructionco.com>  
**Sent:** Thursday, May 13, 2021 5:05 PM  
**To:** Herl, John <jherl@mackconcrete.com>  
**Subject:** Franklin WTP - Field Order No. 006

John,

Please see the attached Field Order No. 006 for the above referenced project.

Please provide a price to furnish (1 EA) 4' diameter precast manhole that is approximately 6'-6" tall.

Include a 10" PVC C900 Pipe boot at an invert of 760.00'.

Also, we will supply and ship to Mack Industries the 2' x 2' aluminum hatch to be cast into the top.

Call with any questions.

Thanks,

Michael Fritchie  
Peterson Construction Co.  
Ph: 419.941.2233  
Cell: 419.295.0316  
E-mail: [mfritchie@petersonconstructionco.com](mailto:mfritchie@petersonconstructionco.com)



Halliday Products, Inc.  
 6401 Edgewater Dr  
 Orlando, FL 32810  
 P: 407-298-4470 F: 407-298-4534  
 Sales@HallidayProducts.com

Price Quotation Number

**Q22492**

Date: 05/14/2021

PRICING VALID FOR 90 DAYS

Printed by: Marc 05/14/21 11:30

**Customer:** **PET2672**  
 PETERSON CONSTRUCTION CO

PO BOX 2058  
 WAPAKONETA, OH 45895

US  
 Quoted : MICHAEL FRITCHIE  
 Phone: (419) 941-2233  
 Email: mfritchie@petersonconstructionco.com

**Payment Terms:**

NET 30 - EMAIL

Note: A 3.5% Service Fee is Applied to all Credit Card Payments

**Ship Method:**

ODFL

**HP Salesperson:**

MARC SEMONES

**Production Time:**

**7 TO 8 WEEKS ARO**

**Freight Estimated To:**

PETERSON CONSTRUCTION CO

18817 SR 501 NORTH  
 WAPAKONETA, OH 45895

**Job Tag / Reference:**

FRANKLIN WTP

Qty	Item Number	Description	Unit Price	Net Price
1	H1W ACCESS F&C	024024C-B----- The above aluminum access cover(s) to have channel frame, 1 1/2" drain coupling, T316 s.stl. hardware, hold open arm, recessed lift handle, spring assist, slam lock and H20 load rating. Note: The above H20 rated covers are suitable for offstreet locations where not subject to traffic. Halliday Products recommends protective grating panels on all hatch openings.	629.00	629.00
0	H1R ACCESS F&C	024024C-B----- The above aluminum access cover(s) to have angle frame, T316 s.stl. hardware, hold open arm, recessed lift handle, spring assist, slam lock and H20 load rating. Note: The above H20 rated covers are suitable for offstreet locations where not subject to traffic. Halliday Products recommends protective grating panels on all hatch openings.	565.00	0.00

\*Any and all prior or subsequent negotiations, documents and agreements between the parties hereto are superseded by the terms set forth in this Price Quotation.\*

Subtotal	629.00
(FL - ONLY) EXEMPT	0.00
Estimated Freight	175.00
<b>TOTAL</b>	<b>\$804.00</b>

Please see [www.HallidayProducts.com](http://www.HallidayProducts.com) for O & M Manuals and Limited Product Warranties



**PETERSON**  
**CONSTRUCTION COMPANY**  
An Equal Opportunity Employer

18817 S. R. 501 North, PO Box 2058, Wapakoneta, Ohio 45895-0558  
PH: 419-941-2233, Fax: 419-941-2244 [www.petersonconstructionco.com](http://www.petersonconstructionco.com)

May 24, 2021

Via E-Mail

AECOM  
277 West Nationwide Blvd  
Columbus, OH 43215

ATTN: Brian Benedict

RE: Franklin Area WTP  
PCC Change Order Request No. 713-28  
"Tapping Sleeve/Saddle, Valves, & Access."

Gentlemen:

Per your request, we offer a price of **\$3,856** for the following items:

1. Furnish 30" x 6" Tapping Sleeve & Valve for insurance policy to make sure that we did not drain the Clearwell during the Tie-In. This material will be turned over to the Owner
2. Add a Sampling Location in 30" BLW near Tie-In Location

Please see our attached Change Request Summary and Supplier Quotes.

Please issue a formal Change Order if this is acceptable to you.

Do not hesitate to call with any questions you may have.

Sincerely,

PETERSON CONSTRUCTION COMPANY

Mike Fritchie  
Project Manager

MEF  
c: PCC Field – Scott Urquhart

## CHANGE ORDER REQUEST SUMMARY

PROJECT: Franklin Area WTP Membrane Softening

PROJECT NO.: P20-713

PCC CHANGE REQUEST NO.: 713 - 28

DATE: 05/24/21

DESCRIPTION: Tapping Sleeves, Valves, Fittings, & Accessories

ARCHITECT'S REFERENCE: \_\_\_\_\_

ARCH. CHANGE ORDER NO.: \_\_\_\_\_

			<u>AMOUNT</u>
1)	<b><u>LABOR</u></b>		
	DIRECT FIELD LABOR	_____	
	SUPERVISION	_____	
		TOTAL LABOR	\$ <u>0</u>
2)	<b><u>MATERIAL</u></b>		
	<b><u>VENDOR</u></b>	<b><u>DATE ISSUED</u></b>	<b><u>AMOUNT</u></b>
	30 x 1 Tapping Saddle	_____	527
	Valves, Nipples, Piping, Fittings	_____	90
	30 x 6 Tapping Sleeve	_____	1,885
	6" Tapping Valve	_____	719
	_____	_____	_____
	_____	_____	_____
		SUBTOTAL	\$ <u>3,221</u>
		SALES TAX	_____
		TOTAL MATERIAL	\$ <u>3,221</u>
3)	<b><u>SUBCONTRACTORS</u></b>		
	<b><u>VENDOR</u></b>	<b><u>DATE ISSUED</u></b>	<b><u>AMOUNT</u></b>
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
		TOTAL SUBCONTRACTORS	\$ <u>0</u>
4)	<b><u>EQUIPMENT</u></b>		
	_____		<u>AMOUNT</u>
	_____		_____
	_____		_____
	_____		_____
		TOTAL EQUIPMENT	\$ <u>0</u>

5) **GENERAL REQUIREMENTS**

TESTING	0
SMALL TOOLS (3% OF Direct Labor)	0
FIELD OFFICE EXPENSE	0
WINTER PROTECTION	0
CLEAN-UP	0
DUMPSTER	0

TOTAL GEN. REQUIREMENTS \$ 0

**SUBTOTAL (ACCUMLATIVE PREVIOUS COSTS)** \$ 3723

6) **INSURANCES/BOND**

BLDRS. RISK INSURANCE	0.002 x total cost)	7
BOND	( 0.015 x total cost)	56
LIABILITY INSURANCE	( 0.015 x total cost)	56
CAT TAX	( 0.003 x total cost)	10
OCP INSURANCE	( 0.001 x total cost)	4

TOTAL INSURANCES/BOND \$ 133

SUMMARY	1. LABOR	2. MATERIAL	3. SUBCONT.	4. EQUIP.	5. & 6. GEN. REQ. INS./BOND	TOTAL
SUBTOTAL	0	3,221	0	0	133	3,354
OVHD%	8% 0	8% 258	3% 0	8% 0	0% 0	258
SUBTOTAL	0	3,479	0	0	133	3,612
PROFIT %	7% 0	7% 244	2% 0	7% 0	0% 0	244
SUBTOTAL	0	3,723	0	0	133	3,856
<b>GRAND TOTAL</b> .....						<b>\$ 3,856</b>

TIME EXTENSION: \_\_\_\_\_ Calendar Days.  
(Based upon written acceptance of this proposal by \_\_\_\_\_.)

This proposal shall remain valid for \_\_\_\_\_ Calendar Days.  
(Peterson Construction Company reserves the right to review and/or revise this proposal if not accepted by \_\_\_\_\_.)

SUBMITTED BY: Mike Fritchie DATE: 05/24/21  
Project Manager

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
crsum-fmt





FEL-CINCINNATI, OH WW (F528)  
 11860 MOSTELLER ROAD  
 CINCINNATI, OH 45241-1525

Phone: 513-942-2525  
 Fax: 513-942-2533

Deliver To: . From: Dustin Case Comments:
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14:08:23 APR 16 2021

Page 1 of 1

FEL-FERGUSON WATERWORKS #527

Price Quotation  
 Phone: 513-942-2525  
 Fax: 513-942-2533

Bid No: B444320  
 Bid Date: 04/16/21  
 Quoted By: DLC

Cust Phone: 419-941-2233  
 Terms: NET 10TH PROX

Customer: PETERSON CONSTRUCTION COM  
 18817 STATE ROUTE 501 N  
 PO BOX 2058  
 FRANKLIN AREA WTP  
 WAPAKONETA, OH 45895-0558

Ship To: PETERSON CONSTRUCTION COM  
 6829 SHAKER ROAD  
 FRANKLIN AREA WTP  
 C/O PETERSON CONSTRUCTION  
 FRANKLIN, OH 45005

Cust PO#: P20-713-15011-M

Job Name: TAPN SADDLE

Item	Description	Quantity	Net Price	UM	Total
P3416AS30B1IP	30X1 IP ALL SS SDL 32.00-33.20 7-10 DAY LEAD TIME	1	526.440	EA	526.44
<b>Net Total:</b>					\$526.44
<b>Tax:</b>					\$0.00
<b>Freight:</b>					\$0.00
<b>Total:</b>					\$526.44

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>  
 Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with \*NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1045&on=26704>





FEL-CINCINNATI, OH WW (F528)  
 11860 MOSTELLER ROAD  
 CINCINNATI, OH 45241-1525

Phone: 513-942-2525  
 Fax: 513-942-2533

Deliver To:	
From:	Dustin Case
Comments:	

16:53:59 APR 29 2021

FEL-FERGUSON WATERWORKS #527

Price Quotation  
 Phone: 513-942-2525  
 Fax: 513-942-2533

Bid No: B445569  
 Bid Date: 04/29/21  
 Quoted By: DLC

Cust Phone: 419-941-2233  
 Terms: NET 10TH PROX

Customer: PETERSON CONSTRUCTION COM  
 18817 STATE ROUTE 501 N  
 PO BOX 2058  
 FRANKLIN AREA WTP  
 WAPAKONETA, OH 45895-0558

Ship To: PETERSON CONSTRUCTION COM  
 6829 SHAKER ROAD  
 FRANKLIN AREA WTP  
 C/O PETERSON CONSTRUCTION  
 FRANKLIN, OH 45005

Cust PO#:

Job Name: SS MATERIAL

Item	Description	Quantity	Net Price	UM	Total
DS44NGK	1X2 S40 304L WLD NIP TBE	1	3.500	EA	3.50
DS44NGP	1X4 S40 304L WLD NIP TBE	3	6.250	EA	18.75
IS4CT9SP114G	1 SS 304 150# SP114 THRD 90 ELL	2	7.000	EA	14.00
IS4CTHPSP114G	1 SS 304 150# SP114 THRD HEX PLUG	1	5.750	EA	5.75
FNW280AG	1 SS 1000# THRD 2PC FP BV LL	1	48.000	EA	48.00
	ALL IN STOCK IN CELINA				

Net Total: \$90.00  
 Tax: \$0.00  
 Freight: \$0.00  
 Total: \$90.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

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Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>  
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<https://survey.medallia.com/?bidsorder&fc=1045&on=26704>





FEL-CINCINNATI, OH WW (F528)  
 11860 MOSTELLER ROAD  
 CINCINNATI, OH 45241-1525

Phone: 513-942-2525  
 Fax: 513-942-2533

Deliver To: . From: Dustin Case Comments:
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15:01:32 FEB 23 2021

FEL-FERGUSON WATERWORKS #527

Price Quotation  
 Phone: 513-942-2525  
 Fax: 513-942-2533

Bid No: B439421  
 Bid Date: 02/23/21  
 Quoted By: DLC

Cust Phone: 419-941-2233  
 Terms: NET 10TH PROX

Customer: PETERSON CONSTRUCTION COM  
 18817 STATE ROUTE 501 N  
 PO BOX 2058  
 FRANKLIN AREA WTP  
 WAPAKONETA, OH 45895-0558

Ship To: PETERSON CONSTRUCTION COM  
 6829 SHAKER ROAD  
 FRANKLIN AREA WTP  
 C/O PETERSON CONSTRUCTION  
 FRANKLIN, OH 45005

Cust PO#: TAPPING SLEEVE

Job Name: 30X6 TAPN

Item	Description	Quantity	Net Price	UM	Total
SP-P349030X060AS	30X6 SS TAPN SLV 31.80-32.20 LEAD TIME 2-3 WEEKS FREIGHT INCLUDED IN PRICE	1	1884.770	EA	1884.77
<b>Net Total:</b>					<b>\$1884.77</b>
<b>Tax:</b>					<b>\$0.00</b>
<b>Freight:</b>					<b>\$0.00</b>
<b>Total:</b>					<b>\$1884.77</b>

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

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<https://survey.medallia.com/?bidsorder&fc=1045&on=26704>



BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1348

Adopted Date October 05, 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.

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 5<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor   
Supplemental App. file  
OMB (file)

APPROVE SUPPLEMENTAL APPROPRIATION INTO GENERAL FUND #22310999

BE IT RESOLVED, to approve the following supplemental appropriation for the Lodging 1% Tax for remittance to Convention Bureau:

\$ 50,000.00 into #22310999-5750 (Lodging 1% – Addl 1% Lodging Tax Pass Thru)

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 October 2021.

BOARD OF COUNTY COMMISSIONERS

---

Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_  
 Supplemental App. file  
 OMB (file)

*T. Zindel*  
 to be ratified  
 10-5-21

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1349

Adopted Date October 05, 2021

## ACKNOWLEDGE PAYMENT OF BILLS

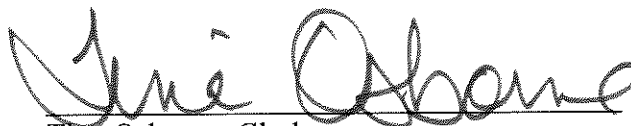
BE IT RESOLVED, to acknowledge payment of bills from 9/28/21 and 9/30/21, as attached hereto and made a part hereof.

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

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

Resolution adopted this 5<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: Auditor

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1350

Adopted Date October 05, 2021

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH GRAND COMMUNITIES, LLC FOR GRANTS FREDERICK, SECTION TWO, BLOCK C, SITUATED IN THE VILLAGE OF SOUTH LEBANON

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

RELEASE

Bond Number	:	20-018 (W/S)
Development	:	Grants Frederick, Section Two, Block C
Developer	:	Grand Communities, LLC
Municipality	:	Village of South Lebanon
Amount	:	\$5,761.45
Surety Company	:	Berkley Insurance Company (0230379)

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 5<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cgb

cc: Grand Communities, LLC, 3940 Olympic Blvd, Suite 400, Erlanger, KY 41018  
Berkley Insurance Company, 412 M. Kemble Suite 310N, Morristown, NJ 07960  
Water/Sewer (file)  
Bond Agreement file

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1351

Adopted Date October 05, 2021

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC. FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SHAKER RUN SUBDIVISION, SECTION NINE, SITUATED IN TURTLECREEK TOWNSHIP

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

### SECURITY AGREEMENT


Bond Number	:	21-016 (W/S)
Development	:	Shaker Run Subdivision, Section Nine
Developer	:	Grand Communities, LLC.
Township	:	Turtlecreek
Amount	:	\$9,024.40
Surety Company	:	RLI Insurance Company (CMS0342295)

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 5<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cgb

cc: Grand Communities, Ltd., Randy Acklin, 3940 Olympic Blvd, Suite 400, Erlanger KY 41018  
RLI Insurance Company, 525 W Buren Street, Suite 350, Chicago, IL 60607  
Water/Sewer (file)  
Bond Agreement file



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

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

21-016 Lw/S

This Agreement made and concluded at Lebanon, Ohio, by and between Grand Communities, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and RLI Insurance Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Shaker Run **Subdivision, Section/Phase 9** (3) (hereinafter the "Subdivision") situated in Turtlecreek (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$90,244.00, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$0.00; and,

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

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$0.00 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be ten percent (10%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$9,024.40 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

Grand Communities, LLC

ATTN: Randy Acklin

3940 Olympic Blvd. Suite 400

Erlanger, KY 41018

Ph. ( 859 ) 344 - 5956

D. To the Surety:

RLI Insurance Company

525 W Buren Street, Suite 350

Chicago, IL 60607

Ph. ( 312 ) 833 - 1413

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

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

\_\_\_ Certified check or cashier's check (attached) (CHECK # \_\_\_\_\_)

\_\_\_ Original Letter of Credit (attached) (LETTER OF CREDIT # \_\_\_\_\_)

\_\_\_ Original Escrow Letter (attached)

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

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

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

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

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

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

**DEVELOPER:** Grand Communities, LLC  
A Kentucky Limited Liability Company

**SURETY:** RLI Insurance Company

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

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

SIGNATURE: David Stroup

SIGNATURE: Susan A. Yeazell

PRINTED NAME: DAVID STROUP

PRINTED NAME: Susan A. Yeazell

TITLE: VP of Land Development

TITLE: Attorney-in-Fact

DATE: 9/20/21

DATE: September 17, 2021

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the <sup>Vice</sup> President of the Board, on the date stated below, pursuant to Board Resolution Number 21-1351, dated 10/5/21.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]

PRINTED NAME: Tom Grossmann

Vice  
TITLE: President

DATE: 10/5/21

RECOMMENDED BY:

By: [Signature]  
DEPUTY SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature]  
COUNTY PROSECUTOR

Key:

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

Bond No. CMS0342295

## MAINTENANCE BOND

**KNOW ALL MEN BY THESE PRESENTS**, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018 as Principal, and RLI Insurance Company, a corporation organized under the laws of the Illinois with principal place at 525 W Buren Street, Suite 350, Chicago, IL 60607, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036 (hereinafter called Obligee) in the penal sum of Nine Thousand Twenty-Four and 40/100 Dollars, (\$ 9,024.40), for payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

DATED this 17th day of September, 2021.

WHEREAS, the said Principal has heretofore entered into a Subdividers Contract with the Obligee above named for certain physical improvements for

Water Main in Shaker Run, Section 9 Subdivision

---

located in Turtlecreek Township, Warren County, Ohio

---

and

WHEREAS, the Principal submits that all work called for under the said Subdividers Contract has now been completed according to the approved plans and as a condition of acceptance of the physical improvements offers this bond to said Obligee;

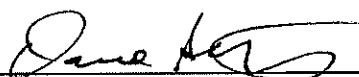
NOW THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, That is said Principal shall, for a period of One (1) year(s) from and after the 17th day of September, 2021, indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship which may be discovered within the period aforesaid, then this obligation shall be void; otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal, written statement of the particular facts showing such default and the date hereof shall be delivered facts showing such default and the date thereof shall be delivered to the Surety by certified mail, at its Home Office in 525 W Buren Street, Suite 350, Chicago, IL 60607 promptly an in any event within thirty (30) days after the Obligee or his representative shall learn of such default; and that no claim suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of the maintenance period as herein set forth.



Grand Communities, LLC  
A Kentucky Limited Liability Company

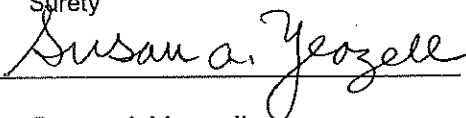
\_\_\_\_\_  
Principal

By: 

Its: DAVID STROUP  
VP of Land Development

RLI Insurance Company

\_\_\_\_\_  
Surety

By: 

Susan A. Yeazell

Its: \_\_\_\_\_  
Attorney-in-Fact

# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Dan E. Ries, Susan A. Yeazell, Julie L. Cline, Robert L. Daniels, jointly or severally

in the City of Cincinnati, State of Ohio its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

**RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 23rd day of April, 2021.



RLI Insurance Company  
Contractors Bonding and Insurance Company

By: B. W. Davis  
Barton W. Davis Vice President

State of Illinois }  
County of Peoria } SS

### CERTIFICATE

On this 23rd day of April, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 17th day of September, 2021.

By: Catherine D. Glover  
Catherine D. Glover Notary Public

RLI Insurance Company  
Contractors Bonding and Insurance Company  
By: Jeffrey D. Fick  
Jeffrey D. Fick Corporate Secretary



# Resolution

Number 21-1352

Adopted Date October 05, 2021

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SHAKER RUN, SECTION NINE SITUATED IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following Street and Appurtenances (including sidewalks) Security Agreement:

## SECURITY AGREEMENT


Bond Number	:	21-016 (P/S)
Development	:	Shaker Run, Section Nine
Developer	:	Grand Communities, LLC
Township	:	Turtlecreek
Amount	:	\$100,158.50
Surety Company	:	RLI Insurance Company (CMS0342299)

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 5<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Developer  
Surety Company  
Engineer (file)  
Bond Agreement file

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

**STREETS AND APPURTENANCES**

(Including Sidewalks)

Security Agreement No.

21-016 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between \_\_\_\_\_  
Grand Communities, LLC (1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
RLI Insurance Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in \_\_\_\_\_  
Shaker Run **Subdivision, Section/Phase** Nine (3) (hereinafter the "Subdivision") situated in  
Turtlecreek (4) Township, Warren County, Ohio, in accordance with the Warren County  
Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$324,204.50,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$77,045.00; and,

**WHEREAS**, the County Commissioners require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of twenty percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$100,158.50 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within two years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$64,840.90 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

Warren County Engineer  
105 Markey Road  
Lebanon, OH 45036  
Ph. (513) 695-3336

C. To the Developer:

Grand Communities, LLC

Randy Acklin

3940 Olympic BLVD

Erlanger, KY 41018

Ph. ( 859 ) 344 - 5956

D. To the Surety:

RLI Insurance Company

525 W Van Buren Street, Suite 350

Chicag, IL 60607

Ph. ( 312 ) 445 - 9742

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

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

       **Certified check or cashier's check** (attached) (**CHECK #** \_\_\_\_\_)

       **Original Letter of Credit** (attached) (**LETTER OF CREDIT #** \_\_\_\_\_)

       **Original Escrow Letter** (attached)

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

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

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

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



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

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

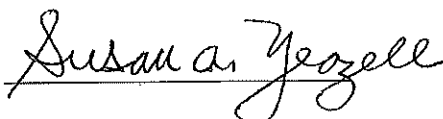
**DEVELOPER:** Grand Communities, LLC  
A Kentucky Limited Liability Company

**SURETY:** RLI Insurance Company

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

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

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Todd E. Huss

PRINTED NAME: Susan A. Yeazell

TITLE: President

TITLE: Attorney-in-Fact

DATE: 9/30/21

DATE: September 29, 2021

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the <sup>Vice</sup> President of the Board, on the date stated below, pursuant to Board Resolution Number 21-1352, dated 10/5/21.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Tom Grossmann

Vice  
TITLE: President

DATE: 10/5/21

RECOMMENDED BY:

By:   
COUNTY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR

Key:

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018, as Principal, and RLI Insurance Company, 525 W Van Buren Street, Suite 350, Chicago, IL 60607, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of One Hundred Thousand One Hundred Fifty-Eight and 00/100 Dollars (\$100,158.50) lawful money of the United States for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct and dedicate for public purpose and maintenance Streets, Sidewalk and Storm in Shaker Run, Section Nine Subdivision in ~~Hamilton~~ Township, Warren County, OH.

*Turtlecreek* NOW THEREFORE, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Streets, Sidewalk and Storm in Shaker Run, Section Nine Subdivision in Hamilton Township, Warren County, OH, on record at Warren County Commissioners, then this obligation shall be void and of no further legal effect; otherwise, this bond shall remain in full force and effect in law; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated to be the sum of One Hundred Thousand One Hundred Fifty-Eight and 00/100 Dollars (\$100,158.50) and no more.

SIGNED AND DATED THIS 29th day of September, 2021.

Principal: Grand Communities, LLC  
A Kentucky Limited Liability Company

By: *Todd E. Huss*  
Todd E. Huss, President

Surety: RLI Insurance Company

By: *Susan A. Yeazell*  
Susan A. Yeazell, Attorney-in-Fact

# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Dan E. Ries, Susan A. Yeazell, Julie L. Cline, Robert L. Daniels, jointly or severally

in the City of Cincinnati, State of Ohio its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 23rd day of April, 2021.



RLI Insurance Company  
Contractors Bonding and Insurance Company

By: B. W. Davis  
Barton W. Davis Vice President

State of Illinois }  
County of Peoria } SS

### CERTIFICATE

On this 23rd day of April, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 29th day of September, 2021.

By: Catherine D. Glover  
Catherine D. Glover Notary Public

RLI Insurance Company  
Contractors Bonding and Insurance Company  
By: Jeffrey D. Fick  
Jeffrey D. Fick Corporate Secretary



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1353

Adopted Date October 05, 2021

## APPROVE VARIOUS RECORD PLATS

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


- Elizabethtown Subdivision, No 2-A - Franklin Township
- Snidercrest Subdivision Revision Three – Deerfield Township
- Shaker Run Section Nine – Turtlecreek Township

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

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

Resolution adopted this 5<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Plat File  
RPC

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1354

Adopted Date October 05, 2021

APPROVE OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO CHILDREN SERVICES FUND #2273

WHEREAS, the Warren County Children Services has requested that the fourth quarter of their 2021 local share be transferred into the Children Services Fund #2273: and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer:

\$162,041.50	from	#11011112-5749	(Commissioners Grants - Children Services)
	into	#2273-49000	(Children Services - Operating Transfers)

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 5<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Operational Transfer file  
Children Services (file)  
OMB

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1355

Adopted Date October 05, 2021

APPROVE SUPPLEMENTAL APPROPRIATION INTO GENERAL FUND -- LEBANON  
MUNICIPAL COURT #11011272

BE IT RESOLVED, to approve the following supplemental appropriation:

\$3,500.00 into #11011272-5155 (General Fund - Lebanon Personal Services Reimb)

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

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

Resolution adopted this 5th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Supplemental Appropriation file  
Lebanon Municipal Ct. (file)  
OMB

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1356

Adopted Date October 05, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND  
#10111240

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

\$5,000.00	from	11011240-5415	(Indigent Attorneys)
	into	11011240-5400	(JUV CT Purchased Services)

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 5<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)



BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1357

Adopted Date October 05, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM JUVENILE DETENTION FUND  
#10112600 INTO JUVENILE COURT FUND #11011240

BE IT RESOLVED, to approve the following appropriation adjustment from Juvenile Detention  
Fund #11012600 into Juvenile Court fund #11011240:

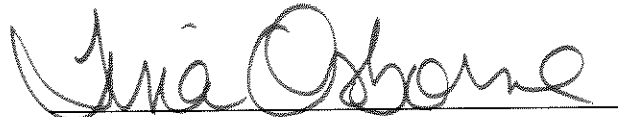
\$10,000.00	from	11012600-5114	(Juv Det Overtime Pay)
	into	11011240-5133	(Juv CT CO Derived Transcript)

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 5<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1358

Adopted Date October 05, 2021

APPROVE APPROPRIATION ADJUSTMENTS WITHIN PROSECUTOR FUND 2245

BE IT RESOLVED, to approve the following appropriation adjustments:

\$303.00	from #22452450-5210	(Material & Supplies)
	into #22452450-5950	(Refunds)
\$1,000.00	from #22452450-5850	(Training/Education)
	into #22452450-5950	(Refunds)
\$1173.74	from #22452450-5910	(Other Expense)
	into #22452450-5950	(Refunds)

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 5<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

MRB/

cc: Auditor              
Appropriation Adjustment file  
Prosecutor (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1359

Adopted Date October 05, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND  
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:

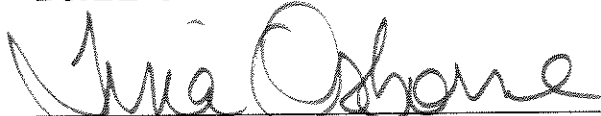
\$6,000.00 from #22735100-5447 (Child Placement Specialized)  
into #22735100-5410 (Contracts, BOCC Approved)

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

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

Resolution adopted this 5<sup>th</sup> day of October 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 21-1360

Adopted Date October 05, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #4492

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 300.00      from #44923822-5400      (Telecom Purchased Services)  
                 into #44923822-5317      (Telecom Non-Capital Purchases)

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 5th day of October 2021.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Appropriation Adj. file  
Telecom (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 21-1361

Adopted Date October 05, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #4492

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 3000.00      from    #44923822-5400      (Telecom – Purchased Services)  
                         into    #44923823-5400      (Telecom Purchased Services)

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 5<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor              
Appropriation Adj. file  
Telecom (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-1362

Adopted Date October 05, 2021

APPROVE REQUISITIONS AND AUTHORIZE THE CLERK TO COMMISSIONERS TO SIGN DOCUMENTS RELATIVE THERETO


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

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

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

Resolution adopted this 5<sup>th</sup> day of October 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Commissioners' file

Department	Vendor Name	Description	Amount
WAT	FRANK ZIEBELL	PROPERTY PURCHASE 0.5455 ACRES 100 HAZEN	140,000.00
HUM	WARREN COUNTY CHILDREN SVCS	PCSA TITLE XX TANF TRANSFER CONTRACT	83,333.33
HUM	WARREN COUNTY CHILDREN SVCS	PCSA TANF/PRC CONTRACT	20,833.33

**PO CHANGE ORDER**

Department	Vendor Name	Description	Amount
WAT	PETERSON CONSTRUCTION CO	FRANKLIN AREA WWTP MEMBRANE PROJ	\$ 136,407.00 increase

10/5/2021 APPROVED:

  
 Tina Osborne, Clerk to Commissioners