

Resolution

Number 19-1545

Adopted Date November 14, 2019

NOMINATE CINDY MEYER, WARREN COUNTY SOIL AND WATER CONSERVATION DISTRICT, TO THE NATURAL RESOURCES ASSISTANCE COUNCIL OF THE GREEN SPACE CONSERVATION PROGRAM

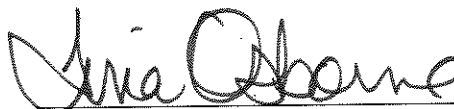
BE IT RESOLVED, to nominate Cindy Meyer, Warren County Soil and Water Conservation District, to serve on the Natural Resource Assistance Council of the Green Space Conservation Program; nomination form attached hereto and made a part hereof.

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

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

Resolution adopted this 14th day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

lkl/

cc: Appointments file
Appointee
Laura Lander

GREEN SPACE CONSERVATION PROGRAM

Natural Resources Assistance Council

Nomination

Name: Cindy Meyer

Address: 320 East Silver Street, Lebanon, OH 45036

Telephone: 513-695-2530 Fax: 513-695-2923 E-mail: cindy.meyer@co.warren.oh.us

Public Works District Integrating Committee 10

Representing:

(Check one)

1. A county, municipal corporation, township, conservancy district, regional or joint district or unit of local government, or regional or joint political subdivision that is located within the geographical jurisdiction of the appointing integrating committee.

ORGANIZATION: Warren County Soil and Water Conservation District

2. _____ A conservation organization, an environmental advocacy organization, an organization with a primary interest in watershed protection and restoration, the department of natural resources, the environmental protection agency, or the United States natural resources conservation service.

ORGANIZATION: _____

3. _____ A city park system or metropolitan park system or a board of park commissioners from a county that is located within the geographical jurisdiction of the appointing integrating committee, a statewide parks and recreation organization, or the United States national park service.

ORGANIZATION: _____

4. _____ A statewide organization representing agriculture, an organization representing forestry interests, the department of agriculture, or the United States department of agriculture.

ORGANIZATION: _____

5. _____ An organization representing business, local Realtors, or a planning agency, including a port authority, located within the geographical jurisdiction of the appointing integrating committee.

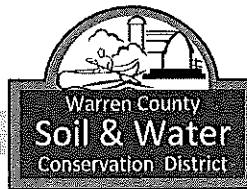
ORGANIZATION: _____

Attach

A. A letter of nomination from a recognized entity in group 1 thru 5.

B. A statement of the nominee's background or qualifications.

"THE MEMBERSHIP OF A NATURAL RESOURCES ASSISTANCE COUNCIL SHALL REFLECT THE DEMOGRAPHIC AND ECONOMIC DIVERSITY OF THE POPULATION LOCATED WITHIN THE GEOGRAPHICAL AREA REPRESENTED BY THE COUNCIL." O.R.C. 164.21 (A)



November 6, 2019

District #10 PWIC
c/o Lori B. Libby
Institute for the Environment & Sustainability
250 S. Patterson – MSC 1062
Miami University
Oxford, Ohio 45056

Dear Ms. Lori B. Libby,

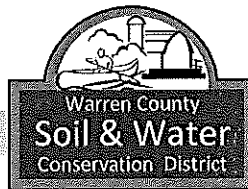
I am writing to nominate Cindy Meyer for the District #10 Natural Resources Assistance Council to represent category 1. Cindy currently works as the Conservation Program Specialist in the Warren County Soil and Water Conservation District.

Cindy brings over 15 years of experience of working in Southwest Ohio in the area of Agriculture and Natural Resources Education. Cindy has degrees in Agriculture Communications and Agriculture Extension Education. She also has experience with writing grants and leading grant projects which would make her a valuable addition to the Natural Resources Assistance Council.

Please let me know if you have additional questions.

Sincerely,

Molly Conley
Director
Warren County Soil and Water Conservation District



Statement of Qualifications

Cindy Meyer has over 15 years of experience working in the area of Agriculture and Natural Resources. She has experience writing grants and working with grant funds, writing and editing technical papers, preparing and presenting educational programs, and leading volunteer groups and committees. She has worked for Ohio Department of Agriculture as a field technician and communications specialist and for Ohio State University Extension as an Agriculture and Natural Resources Educator. Cindy is currently working with Warren County Soil and Water Conservation District as a Conservation Programs Specialist working with the NPDES MS4 permit program and the Farmland Conservation Easement Purchase Program.

Resolution

Number 19-1546

Adopted Date November 14, 2019

AUTHORIZE COUNTY ADMINISTRATOR OR DEPUTY COUNTY ADMINISTRATOR TO APPROVE THE POSTING OF A VACANT POSITION UPON NOTIFICATION OF VACANCY

WHEREAS, the ability to post vacant positions upon notification enhances the hiring process timeline and may allow for additional training time with the person vacating the position; and

WHEREAS, the Director of Human Resources has requested that said posting be expedited for the above stated reason; and

WHEREAS, in order to expedite the posting while also monitoring whether vacant positions need filled, it is the desire to authorize the County Administrator or, in their absence, the Deputy County Administrator to post said vacant positions, with the authorizing resolution to be ratified at the next Board of Commissioners meeting; and

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator or, in their absence, the Deputy County Administrator to authorize the posting of vacant positions upon notification of vacancy and consideration of need to fill; and

BE IT FURTHER RESOLVED, said job posting authorization shall be presented to the Board of Commissioners to be ratified at the next available Commissioners' meeting.

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

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

Resolution adopted this 14th day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: OMB (file)
OMB – Sue Spencer

Resolution

Number 19-1547

Adopted Date November 14, 2019

AUTHORIZE COUNTY ADMINISTRATOR TO APPROVE CHANGE ORDER #5 WITH SUNESIS CONSTRUCTION COMPANY FOR THE FY2017 WARREN COUNTY AIRPORT RUNWAY REHAB AND WIDENING PROJECT

WHEREAS, pursuant to Resolution #17-1333 adopted August 29, 2017 this Board entered into contract for the FY 2017 Runway Rehab and Widening Project; and

WHEREAS, there are additional costs required to install the hold line on the south connecting taxiway that was not shown in the original plans; and

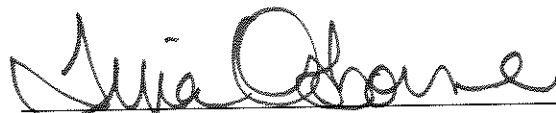
NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator, to approve and execute change order #5 in the amount of \$163.10 with Sunesis Construction Company resulting in an increase to purchase order #21022, for a new contract price of \$2,212,632.63; the change order is attached hereto and made a part hereof.

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

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

Resolution adopted this 14th day of November 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

Tz/

cc: c/a—Sunesis Construction Company
Airport (file)
OMB

CHANGE ORDER

No. 5
 Date: 10/18/19
 Agreement Date: 8/29/17

NAME OF PROJECT: 2017 Improvements to Warren County Airport - John Lane Field, Lebanon,
Ohio Section "A": Runway Pavement Rehabilitation and Widening;
Section B": Runway Lighting

OWNER: Warren County Airport Authority

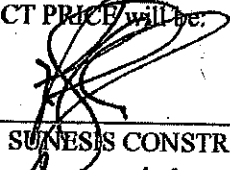
CONTRACTOR: Sunesis Construction Co.

Make the following changes to the CONTRACT:

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
P-620-5.1-2	Final Pavement Marking	225 S.F.	\$ 0.70	\$ 157.50
P-620-5.1-3	Reflective Media	14 LB.	\$ 0.40	\$ 5.60

DISCUSSION: This Change Order covers additional costs required install the hold line on the south connecting taxiway that was not shown in the original plans.

Proposed Change to CONTRACT PRICE: \$ 163.10
 Original CONTRACT PRICE: \$ 2,109,964.79
 Revised CONTRACT PRICE (Incl. CO's 1 - 4) \$ 2,212,469.53
 The new CONTRACT PRICE will be: \$ 2,212,632.63

CONTRACTOR:  GM 10/30/19
 SUNESIS CONSTRUCTION CO. TITLE DATE

ENGINEER:  Project Manager 10/18/19
 STANTEC CONSULTING SERVICES, INC. TITLE DATE

OWNER:  County Admin 11-14-19
 WARREN COUNTY COMMISSIONER TITLE DATE

OWNER: _____
 WARREN COUNTY COMMISSIONER TITLE DATE

OWNER: _____
 WARREN COUNTY COMMISSIONER TITLE DATE

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

Resolution

Number 19-1548

Adopted Date November 14, 2019

APPROVE AND AUTHORIZE WARREN COUNTY GRANTS DIRECTOR TO SIGN THE URBAN TRANSIT PROGRAM 2020 GRANT CONTRACT BY AND BETWEEN THE OHIO DEPARTMENT OF TRANSPORTATION AND THE WARREN COUNTY BOARD OF COMMISSIONERS

WHEREAS, Warren County has been awarded Grant Number 123-4UPT-20-0100 (AKA UPT-4123-UTP-20) Ohio Department of Transportation under the Ohio Public Transportation Grant Program; and

BE IT RESOLVED, to approve and authorize the Grants Director to sign the Urban Transit Program 2020 Grant Contract # 123-4UPT-20-0100 with the Ohio Department of Transportation under the Ohio Public Transportation Grant Program, as attached and made a part hereof; and

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

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

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

Resolution adopted this 14th day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: C/A—ODOT
Transit (file)
ODOT



OHIO DEPARTMENT OF TRANSPORTATION

Urban Transit Program 2020 Grant Program Year Grant Agreement

Awarding Agency:

State of Ohio

Department of Transportation

Recipient:

Warren County Board of Commissioners

ODOT FAN Number:

UPT-4123-UTP-20

ODOT PID:

104483

Contract Data Sheet

Data Field #	Data Field Name	Data Information
1	ODOT - BlackCat Contract Number	123-XUPT-20-0100
2	Recipient Name	Warren County Board of Commissioners
3	Recipient's Unique Entity Identifier (DUNS #)	083375402
4	Recipient OAKS Vendor #	0000052991
5	Recipient OAKS ADDR CD #	004
6	Recipient Street Address 1	County Administration Bldg
7	Recipient Street Address 2	406 Justice Dr.
8	Recipient City, State, and ZIP Code	Lebanon, OH 45036
9	Recipient County	Warren
10	ORC Section #	5501.07
11	ODOT Date of award to the Recipient	07/01/2019
12	State Award Period of Performance Start Date	07/01/2019
13	State Award Period of Performance End Date	06/30/2020
14	Total Amount of the State Award committed to the Recipient	\$121,107.00
15	State Award Project Description	Operating
16	Name of State Awarding Agency	Ohio Department of Transportation
17	Contact Information for State	Juana Hostin
18	ODOT Grant Program Name	Urban Transit Program
19	ODOT Grant Program Year	2020
20	Identification of whether the award is R&D	N/A
21	ODOT PID #	104483

Project Data Sheet

ODOT FAN Code	ODOT FAN Project Description	FTA ALI Code	Total Project Cost	Federal Share \$	Fed. Share %	State Share \$	Local Share \$	Local Share %
UPT-4123-UTP-20	Operating (Federal Share 50%)	300901	\$121,107.00	\$0.00	0.00	\$121,107.00	\$0.00	0.00

Internal Use Only		
Federal Share SAC	Local Share SAC	State Job Number
1.	1.	1.
2.	2.	2.
3.	3.	3.
4.	4.	4.
5.	5.	5.
6.	6.	6.
7.	7.	7.
8.	8.	8.
9.	9.	9.
10.	10.	10.

STATE OF OHIO, DEPARTMENT OF TRANSPORTATION
OFFICE OF TRANSIT
1980 W. BROAD ST., COLUMBUS, OH 43223
Mail Stop 3110
OHIO REVISED CODE SECTION 5501.07 OPERATING/CAPITAL GRANT

In consideration of the mutual covenants, promises, representations and warranties set forth herein, the State of Ohio, Department of Transportation and the Warren County Board of Commissioners agree as follows:

ARTICLE 1

DEFINITIONS

ADA: Americans with Disabilities Act, as amended, civil rights legislation which guarantees access to public services and facilities, including transportation, to ADA-eligible persons.

Administrator: the Administrator of the Office of Transit.

Application: a request by an Eligible Applicant for funding under the Ohio Revised Code Section 5501.07 - Urban Transit Program containing all necessary information and meeting all requirements set forth in the Program, and submitted to ODOT.

Audit Finding: the deficiencies which the auditor is required by 2 C.F.R. 200.516 paragraph (a) to report in the schedule of findings and questioned costs.

Auditee: any non-Federal entity that expends Federal awards which must be audited under 2 C.F.R. 200 Subpart F

Auditor: an auditor who is a public accountant or a Federal, state, local government, or Indian tribe audit organization, which meets the general standards specified for external auditors in generally accepted government auditing standards.

CFDA: the Catalog of Federal Domestic Assistance.

C.F.R.: the Code of Federal Regulations.

Capital Assets: the tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with generally accepted accounting principles.

Capital Expenditures: the expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations,

renovations, or alterations to capital assets that materially increase their value or useful life.

Contract: a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award.

Contractor: an entity that receives a contract; including any private, for profit operator, including but not limited to taxi companies, bus companies, and paratransit operators.

Corrective Action: any action taken by the auditee that: corrects identified deficiencies; produces recommended improvements; or demonstrates that audit findings are either invalid or do not warrant auditee action.

Cost Allocation Plan: the documentation identifying, accumulating, and allocating or developing billing rates based on the allowable costs of services provided by a state, local government, or Indian tribe on a centralized basis to its departments and agencies. See Appendices IV, V, or VII in 2 C.F.R. 200 for guidance.

Cost Sharing or Matching: the portion of project costs not paid by Federal funds (i.e.: local match)

Criteria: The Urban Transit Program Criteria, Application Instructions and Application for FY2020 and FY2021.

DBE: a Disadvantaged Business Enterprise whose small business is at least 51 percent owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

DUNS: the Data Universal Numbering System

Eligible Applicant: an Ohio private Nonprofit Organization registered with Ohio's Secretary of State as defined in Chapter 1702 of the Ohio Revised Code; a current participant in Ohio's Coordination Program; or a public body which certifies that there are no private nonprofit corporations in the area able to provide the service; an agency which provides public transportation as defined in the Ohio Revised Code Section 5501.01

Eligible Assistance: expenditure categories that may be reimbursed through the Program including Capital and Operating Expenses.

Federal Award: the Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity (Program funds awarded to the Recipient).

Federal Awarding Agency: the Federal agency that provides a Federal award directly to a

non-Federal entity.

Federal Award Date: the date when the Federal award is signed by the authorized official of the Federal awarding agency.

Federal Interest: the dollar amount that is the product of the: Federal share of total project costs; and current fair market value of the property, improvements, or both to the extent the cost of acquiring or improving the property were included as project costs.

Federal Share: the portion of the total project costs that are paid by Federal funds.

Federal Transit Laws: The Mass Transportation Codified Laws as promulgated under 49 U.S.C. Chapter 53, Sections 5301-5338.

Final Audit: the financial and program statement of all funding sources used in the completion of the Project conducted in accordance with 2 C.F.R. Part 200 Subpart F as applicable.

FTA: the Federal Transit Administration of US DOT.

Grant Agreement: a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity including this Agreement. ("Agreement")

Indirect Costs: those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved.

Indirect Cost Rate Proposal: the documentation prepared by a non-Federal entity to substantiate its request for the establishment of an indirect cost rate.

Invoice: a request made by the Recipient for reimbursement of Project expenses.

Milestone Date: Goal date(s) which are set by the Recipient and monitored by FTA and ODOT for acquisition and project completion deadlines to measure progress of project. The date for award is when the purchase order is issued for a capital item. Other dates are based on the type of milestone that is tracked.

Non-Federal Entity: a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or Recipient.

Nonprofit Organization: an Ohio not-for-profit corporation as defined in Chapter 1702 of the Ohio Revised Code.

ODOT: the Ohio Department of Transportation.

OMB: the Executive Office of the President, Office of Management and Budget.

Operating Expense: the costs directly related to system operations which may be broken down into operating and administration.

Pass-Through Entity: a non-Federal entity that provides a Award to a Recipient to carry out part of a Federal program.

Period of Performance: the time during which the non-Federal entity may incur new obligations to carry out work authorized under the Federal award.

Program: Urban Transit Program

Project Cost: the total allowable costs incurred under a Federal award and all required cost sharing and voluntary committed cost sharing, including third-party contributions.

Projects: The projects funded by this Contract identified in the Contract Data Sheet and Project Data Sheet defined above.

Public Transportation System: a publicly owned or operated transportation system using buses, rail vehicles, or other surface conveyances to provide a transportation service to the general public on a regular and continuing basis.

Questioned Cost: a cost that is questioned by the auditor because of an audit finding: which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Real Property: the land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment.

Standard Assurances: the assurances enumerated in FTA Circular 9030.1 as may be amended.

State Award Date: the date when the State award is signed by the authorized official of the Ohio Department of Transportation.

State Fiscal Year: the State of Ohio fiscal year from July 1 to June 30.

State Interest: the dollar amount that is the product of the: State share of total project costs; and current fair market value of the property, improvements, or both to the extent

the cost of acquiring or improving the property were included as project costs.

State Share: the portion of the total project costs that are paid by State funds.

Award: an award provided by a pass-through entity to a Recipient for the Recipient to carry out part of a Federal or State award received by the pass-through entity. An Award may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient: a non-Federal entity that receives a Award from a pass-through entity to carry out part of a Federal or State program; but does not include an individual that is a beneficiary of such program.

Termination: the ending of a Federal or State award, in whole or in part at any time prior to the planned end of period of performance.

Third-Party In-Kind Contributions: the value of non-cash contributions that: benefit a federally assisted project or program; and are contributed by non-Federal third parties, without charge, to a non-Federal entity under a Federal award.

Transit Service: The portion of service provided by Public Transportation Systems which is eligible for Grant Funds and for which a fare is charged. It must be operated primarily for, and advertised to, the general public over specifically designated routes or within a designated geographic area no less frequently than once each week. The service may be either Fixed-Route or Demand-Responsive and must be provided with vehicles designed for transporting nine or more seated adult passengers, or provided as part of a 49 USC Section 5307 or 5311 funded project. Specialized Transportation Service is not Transit Service.

Transportation Development Credit (TDC): federal transportation funding tool that can be utilized by states as a means of meeting local and state matching requirements for federal funding.

US DOT: the United States Department of Transportation or any of its administrations.

ARTICLE II

SECTION 1: PURPOSE OF AGREEMENT

- 1.1 The purpose of this Agreement is to provide capital and/or operating financial assistance from ODOT to the Recipient in accordance with Ohio Revised Code Section 5501.07.

- 1.2 The State Award obtained through this Agreement shall be applied toward the payment of the Project Cost for Capital and operating projects in accordance with Section 2 and the Project Data Sheet of this Agreement.

SECTION 2: SCOPE OF PROJECTS:

- 2.1 Capital: The Recipient shall apply all State Award funds provided under this Agreement to the Project Cost incurred in the acquisition of Project equipment and/or construction of Project facilities listed on the Project Data Sheet.
- 2.2 Operating: The Recipient shall apply all State Award funds provided under this Agreement to the Operating Expenses incurred in the provision of public transportation service within Ohio.
- 2.3 Eligible Operating Expenses: The operating assistance shall be applied toward the Eligible Operating Expenses incurred during the period of performance as specified in the Contract Data Sheet.

SECTION 3: STATE AWARD

- 3.1 Capital: ODOT agrees that the Capital State Award funds paid to the Recipient in accordance with this Agreement shall consist of a State share in an amount not to exceed the amount specified on the Project Data Sheet.
- 3.2 The actual amount of State Award funds the Recipient will receive shall be determined on the basis of capital Invoices submitted to ODOT, by Recipients of 49 U.S.C. Section 5307 of the Federal Transit Laws and of the Program but will be no greater than the Project Cost.
- 3.3 **The Projects listed in Project Data Sheet of this Agreement must be purchased (or have a purchase order issued) or contract awarded to a manufacturer or vendor within one year after the execution date of this agreement. Capital items not purchased or awarded by that date become ineligible for State Award funds through this Agreement.**
- 3.4 Operating: ODOT agrees that the operating State Award funds paid to the Recipient in accordance with this Agreement shall consist of a State share in an amount not to exceed the amount specified on the Project Data Sheet and a local share in an amount not to exceed the amount specified on the Project Data Sheet.
- 3.5 The total amount of State Award funds the Recipient will receive shall be determined on the basis of Invoices for Operating Expenses submitted to ODOT, as allowed under Eligible Assistance in the Urban Transit Program Criteria and Proposal Instructions.
- 3.6 Legislative or administrative action may reduce Program funds available to

ODOT for administration of this Agreement. In the event such action occurs at any time before ODOT has made final payment under this Agreement, ODOT shall be relieved of its obligation to pay the amounts stated in paragraphs 3.1 and 3.4 and shall be required to pay only such amount as it may determine available.

- 3.7 This Agreement is subject to prior certification by the Director of the Office of Budget and Management that there is a balance in the funds appropriated sufficient to meet the state's obligations under this agreement, and that said balance is not already obligated to pay existing obligations. Payments of State Award funds are subject to an appropriation and certification in accordance with requirements of ORC Section 126.07, as in effect on July 1, 2019.
- 3.8 ODOT reserves the right to make partial payments on any Grant Agreement when necessary to conform with appropriate levels and cash availability.

SECTION 4: METHOD OF PAYMENT

- 4.1 Capital: The Recipient shall submit to ODOT, the Office of Transit, a capital Invoice for items described in the Project Data Sheet of this Agreement as they are purchased following an ODOT approved procurement process. Upon receipt of an Invoice, ODOT will initiate the payment of the State Award funds specified in Section 3 of this Contract, corresponding to the Eligible Capital Expense incurred by the Recipient which is identified on the Invoice.
- 4.2 Reimbursement to the Recipient shall not constitute a final determination by ODOT of the eligibility of any expense incurred by the Recipient and shall not constitute a waiver of any breach of this Agreement by the Recipient or any Project Contractor. ODOT will make a final determination of the eligibility of any cost charged to the Projects after completion of the Final Audit and/or project closeout.

SECTION 5: COMPLIANCE WITH FEDERAL, STATE AND LOCAL REQUIREMENTS

- 5.1 The Recipient and all Project Contractors shall fully comply with all federal, state, and local laws, rules, ordinances, executive orders, and other legal requirements as they apply to Public Transportation Systems and Transit Service. In accordance with federal law, the FTA Master Agreement, as revised, is incorporated herein by reference.
- 5.2 The Recipient shall comply with all existing and future federal, state, and municipal laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the agreement, including but not limited to, the laws referred to in these provisions of the agreement and the other agreement documents. If the agreement documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the Recipient shall furnish to ODOT, Office of Transit, certificates of

compliance with all such laws, orders and regulations.

- 5.3 Recipient agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.
- 5.4 Recipient affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.
- 5.5 The Recipient shall immediately notify ODOT of any change in conditions or of local law or of any other event which may significantly affect its ability to perform the Projects in accordance with the provisions of this Agreement.

SECTION 6: BANNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES:

- 6.1 **Banning the Expenditure of Public Funds on Offshore Services:** The Recipient affirms to have read and understands Executive Order 2019-12D issued by Ohio Governor Mike Dewine and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States. The Executive Order is provided as an attachment and also is available at the following website:

(<https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>)

The Recipient also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Recipient or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) that are outside of the United States.

- 6.2 **Banning the Expenditure of Public Funds on Offshore Services - Termination. Sanction. Damages:** If Recipient or any of its subcontractors perform services under this Agreement outside of the United States, the performance of such services shall be treated as a material breach of the Agreement. The State is not obligated to pay and shall not pay for such services. If Recipient or any of its subcontractors perform any such services, Recipient shall immediately return to the State all funds paid for those services. The State may also recover from the Recipient all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Recipient performing services outside the United States.

The State may, at any time after the breach, terminate the Agreement, upon written notice to the Recipient. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of ten percent 10% of the value of the Agreement.

The State, in its sole discretion, may provide written notice to Recipient of a breach and permit the Recipient to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Recipient any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Recipient's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement, including but not limited to recovery of funds paid for services the Recipient performed outside of the United States, costs associated with corrective action, or liquidated damages.

- 6.3 Banning the Expenditure of Public Funds on Offshore Services - Assignment/Delegation. The Recipient will not assign any of its rights, nor delegate any of its duties and responsibilities under this Agreement, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

SECTION 7: REQUIRED INFORMATION AND DOCUMENTATION

- 7.1 The Recipient shall submit copies of all documents relating to this Agreement, including all bids and financial reports, to the Administrator or his or her agents upon request.
- 7.2 The Recipient shall:
- (a) Maintain and update a complete inventory of vehicles and equipment supplied through ODOT programs including the Ohio Urban Transit Program;
 - (b) Submit Progress Reports as required by ODOT;
 - (c) Provide reports of any significant trends or developments during the period covered by the grant which have occurred as a result of the Program;

(d) Provide copies of all procurement related documentation for all capital items; and

7.3 The Recipient shall establish and maintain accounts for the Projects in conformance with 2 C.F.R 200.302 *Financial management*. Each operating/capital Invoice shall be documented by, but not limited to, accurate and properly executed payrolls, time records, orders, contracts, and vouchers, evidencing in detail the nature and propriety of the costs incurred for the Projects. Retention of these documents must follow the retention requirements as stated in 2 C.F.R 200.333 *Retention requirements for records*. The Recipient shall maintain all such supporting documentation for each Invoice readily accessible and clearly identified for a period of three years following receipt of payment of the final Invoice or final audit for the Projects.

7.4 The Recipient shall submit all other information to the Administrator as requested by ODOT or its agents.

SECTION 8: PROJECT ADMINISTRATION

8.1 The Recipient shall return any overpayment of State Award funds, made to the Recipient or to a Project Contractor, to ODOT, Office of Transit, not later than forty-five days after the Final Audit which reveals such overpayment.

8.2 The Recipient shall have an audit performed in accordance with 2 C.F.R. 200 Subpart F, as applicable. If there are any management advisories on non-reportable findings issued as a result of the audit, a copy of the management letter and corrective action plan must be submitted in conjunction with the audit report, as applicable in 2 C.F.R. 200.511 *Audit findings follow-up*.

8.3 The Recipient shall permit ODOT or any of its agents to inquire into any agreements between the Recipient and any third party pertaining to the Projects. The Recipient shall also permit ODOT or any of its agents to inspect all vehicles, operations, facilities, and equipment purchased or operated for the Projects.

8.4 Any differences existing in the quantities of Project Equipment as determined by the physical inspection and the quantities of Project Equipment reflected on the records maintained by ODOT shall be investigated to determine the cause of the difference. The Recipient shall, at the time of the physical inspection, verify the current utilization of and current need for the Project Equipment. The Recipient shall also follow the requirements for equipment stated in the *Title, Use, Management requirements*, and *Dispositions* sections in 2 C.F.R. 200.313 *Equipment*.

8.5 The Recipient agrees that, in accordance with 2 C.F.R 200.336 *Access to records*, US DOT, ODOT, the Comptroller General of the United States, or any of their duly authorized representatives, shall, for the purpose of audit and examination

be permitted to inspect all work, offices, materials, payrolls, and other data and records with regard to the Projects, and to audit the books, records, and accounts with regard to the Projects.

SECTION 9: SALE, DISPOSITION OR ENCUMBRANCE OF PROJECT EQUIPMENT

- 9.1 Sale or disposition of Project Equipment shall be undertaken by the Recipient only after requesting disposition instructions from ODOT and receiving ODOT's written approval. If applicable, upon disposition the Recipient shall refund to ODOT the State share of the Fair Market Value of the Project Equipment in accordance with the requirements stated in 2 C.F.R 200.313 *Equipment*.
- 9.2 The Recipient shall not execute any mortgage, lien, assignment, or other legal or equitable claim upon any Project Equipment unless such action is authorized in writing by the Administrator.

SECTION 10: REQUIRED INSURANCE COVERAGE

- 10.1 The Recipient shall purchase and maintain throughout the Project Life a comprehensive policy of insurance upon the Project Equipment. Said policy shall include collision, theft, and liability insurance. Collision and theft insurance shall be maintained upon the Project Equipment in an amount no less than the Federal and State participation rate of the fair market value. Liability insurance shall protect ODOT, and the Recipient from claims for damages to property and bodily injury including death, which may arise from or in connection with operation of the Project Equipment by the Recipient or by anyone directly or indirectly associated with the Recipient. Unless the Recipient receives the prior written permission of the Administrator to carry a lower amount of insurance coverage, the minimum amount of liability insurance the Recipient shall maintain is \$500,000 per occurrence and \$500,000 in the aggregate.
- 10.2 If the Project Equipment is to be located in an area identified by the Secretary of the United States Department of Housing and Urban Development as an area having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, 42 U.S.C. 4011 et. Seq., the Recipient shall purchase flood insurance upon the Project Equipment in an amount which is equal to the Federal and State shares of its Fair Market Value based on the original Federal and State participation rates.

SECTION 11: NO ADDITIONAL WAIVER IMPLIED

- 11.1 In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiation between the Administrator and the Recipient. If no agreement can be reached, the dispute will be referred for resolution to the Director of ODOT; legal questions will be referred to the State Attorney General for resolution.

SECTION 12: SEVERABILITY

- 12.1 If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.

SECTION 13: INDEPENDENCE OF RECIPIENT

- 13.1 In no event shall the Recipient or any of its employees, agents, contractors, subcontractors, or Project Contractors be considered agents or employees of ODOT, the State, or US DOT.
- 13.2 The Recipient agrees that none of its employees, agents, contractors, subcontractors, or Project Contractors will hold themselves out as, or claim to be, agents, officers, or employees of ODOT, the State, or US DOT and will not by reason of any relationship with ODOT make any claim, demand, or application to or for any right or privilege applicable, but not limited to, rights and privileges concerning workers' compensation and occupational diseases coverage, unemployment compensation benefits, social security coverage, or retirement membership or credit.

SECTION 14: REPRESENTATIONS AND WARRANTIES MADE BY RECIPIENT

- 14.1 The Recipient hereby represents and warrants that it is a county transit board or regional transit authority established pursuant to Chapter 306 of the Ohio Revised Code, a county or county department, a municipality or municipal department, or a private nonprofit organization and that it has full power and authority to enter into this Agreement and to perform its obligations hereunder.
- 14.2 The Recipient hereby restates and confirms all statements, representations, covenants, and agreements contained in the Recipient's application for the Federal Award funds awarded pursuant to this Agreement.

SECTION 15: ASSIGNMENT OF AGREEMENT

- 15.1 The Recipient shall not assign, transfer, convey, or subcontract in whole or in part, sublet or otherwise dispose of this Agreement without the express prior written consent of ODOT, and such written consent shall not release the Recipient from any obligations of this Agreement.

SECTION 16: CONTRACTS OF THE RECIPIENT

- 16.1 The Recipient shall not enter into any contract for assistance in the provision, operation, or management of transportation services for the Projects without the express prior written consent of ODOT.

SECTION 17: CONTRACT DISPUTE RESOLUTION

- 17.1 In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiation between the Administrator and the Recipient. If no agreement is reached, the dispute will be referred to the Ohio Attorney General, Transportation Section, for final resolution.
- 17.2 The Recipient shall avail itself of all legal and equitable remedies under any third party contract which relates to the Projects and shall notify the Administrator of any current or prospective litigation pertaining to any such third party contract.
- 17.3 The Recipient hereby agrees that ODOT shall receive, the State share of any proceeds derived from any third party recovery.

SECTION 18: DEFAULT

- 18.1 Neglect or failure of the Recipient to comply with any of the terms, provisions, or conditions of this Agreement or any other Grant Agreement entered into between ODOT and the Recipient, whether or not payment of State Award funds has been fully or partially made, or failure of any representation made to ODOT in connection with any Grant Agreement by the Recipient to be true, shall be an event of default, provided, that if by reason of *force majeure* the Recipient is unable in whole or in part to carry out its covenants contained herein, the Recipient shall not be deemed in default during the continuance of such inability.
- 18.2 The term "*force majeure*" as used herein shall mean, without limitation: Acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State or any of their political subdivisions or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; partial or entire failure of utilities, or any other cause not reasonably in the control of the Recipient. The Recipient shall, however, remedy with all reasonable dispatch each cause preventing the Recipient from carrying out its covenants contained herein.
- 18.3 Whenever an event of default has occurred, ODOT may (a) direct the Recipient to comply with such orders of disposition of the Project Equipment as ODOT may issue, (b) direct the Recipient to return to ODOT the percentage of the State share of the remaining Fair Market Value, if any, which is realized from the Recipient's disposition of the Project Equipment, (c) refuse to pay any Invoices, and/or (d) require reimbursement from the Recipient of all or any portion of the State Award funds for any period of time that the Recipient has been in default.
- 18.4 No remedy herein conferred upon or reserved by ODOT is intended to be

exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this agreement or now or hereafter existing at law or in equity.

- 18.5 No delay or omission to exercise any right or option accruing to ODOT upon any default by the Recipient shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as after as may be deemed expedient by ODOT.

SECTION 19: PROGRAM CRITERIA

- 19.1 The current Criteria for the Urban Transit Program as determined by ODOT is incorporated into this grant agreement in its entirety, and ODOT will determine the applicability of particular criteria and definitions to this agreement.

SECTION 20: CAPTIONS

- 20.1 The section captions in this Agreement are for the convenience of reference only and in no way define, limit, or describe the scope or intent of this Agreement or any part hereof and shall not be considered in any construction hereof.

SECTION 21: OFFER: EFFECTIVE DATE

- 21.1 When transmitted by ODOT to the Recipient, this document shall constitute an offer which shall expire if it is not accepted, executed and returned to ODOT, Office of Transit, by the Recipient within *thirty* days of such transmittal, unless an extension is granted in writing by the Administrator at the request of the Recipient. After execution this Agreement shall become effective upon the Award period of performance start date stated in the Contract Data Sheet.

SECTION 22: DRUG-FREE WORK PLACE

- 22.1 Recipient agrees to comply with all applicable State and Federal laws regarding a drug-free work place. Recipient shall make a good faith effort to ensure that its employees will not purchase, transfer, use, or possess illegal drugs, or abuse prescription drugs in any way.

SECTION 23: NONDISCRIMINATION

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

- 23.1 **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Transit Administration (FTA), as they may be amended

from time to time, which are herein incorporated by reference and made a part of this agreement.

- 23.2 **Non-discrimination:** The contractor, with regard to the work performed by it during the agreement, will not discriminate on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth below as the pertinent nondiscrimination authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 23.3 **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency.
- 23.4 **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Ohio Department of Transportation (hereinafter "ODOT") or FTA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to ODOT or FTA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 23.5 **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, ODOT will impose such agreement sanctions as it or FTA may determine to be appropriate, including, but not limited to:
- a. withholding payments to the contractor under the agreement until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a control, in whole or in part.
- 23.6 **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The contractor will take action with

respect to any subcontract or procurement as ODOT or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

- 23.7 During the performance of this agreement, the Recipient, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor," which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 *et seq.*) (prohibits discrimination on the basis of sex in education programs or activities)

SECTION 24: EQUAL EMPLOYMENT OPPORTUNITY

- 24.1 In carrying out this agreement, Recipient shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, or disability as that term is defined in the American with Disabilities Act. Recipient shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. In addition, the Recipient will not deny anyone the benefits of participation in any federally funded program on account of race, color, or national origin.
- 24.2 Recipient agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, or disability. Recipient shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the projects (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 24.3 Recipient agrees to ensure that minority business enterprises, as such are defined in 49 CFR PART 23, will have the maximum opportunity to participate in the

performance of contracts and subcontracts financed in whole or in part with federal funds provided in conjunction with this agreement.

SECTION 25: GOVERNING LAWS

25.1 This agreement and any claims arising out of this agreement shall be governed by the laws of the State of Ohio. Any provision of this agreement prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this agreement or the performance thereunder shall be brought only in the courts of Ohio, and the owner hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

SECTION 26: FINDINGS FOR RECOVERY

26.1 No state agency and no political subdivision shall award a contract for goods, services, or construction, paid for in whole or in part with state funds, to a person whom a finding for recovery has been issued by the Auditor of State, if the finding for recovery is unresolved as defined by the Attorney General.

SECTION 27: NOTICE

27.1 Notice under this Agreement shall be directed as follows:

IF TO RECIPIENT:

Warren County Board of Commissioners
County Administration Bldg
406 Justice Dr.
Lebanon, OH 45036

IF TO ODOT:

Ohio Department of Transportation
Office of Transit, 2nd Floor
1980 W. Broad Street
Mail Stop 3110
Columbus, Ohio 43223

SECTION 28: MODIFICATIONS

28.1 This agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by ODOT and the Recipient.

SECTION 29: SIGNATURES

29.1 Any person executing this Grant Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Grant Agreement on such principal's behalf.

APPROVAL FORM

Keith W. Anderson

Keith W. Anderson
Asst. Prosecuting Attorney

RECIPIENT

By: _____
Print Name: _____
Title: _____
Date: _____

**STATE OF OHIO
DEPARTMENT OF TRANSPORTATION**

By: _____
Jack Marchbanks, Ph. D., Director
Date: _____

CERTIFICATE OF RECIPIENT'S ATTORNEY

I, _____ acting as attorney for the Recipient, do hereby certify that I have examined this Agreement and the proceedings taken by the Recipient related thereto, and find that the acceptance of ODOT's offer by the Recipient has been duly authorized by the Recipient's action dated _____ and that the execution of this Agreement is in all respects due and proper and in accordance with applicable federal, state, and local law, and further that, in my opinion, said Agreement constitutes a legal and binding obligation of the Recipient in accordance with the terms thereof. I further certify that, to the best of my knowledge, there is no litigation, pending or threatened, which might affect the performance of the Projects in accordance with the terms of this Agreement.

By: _____
Title: _____
Date: _____

EXHIBIT II
STATE OF OHIO
DEPARTMENT OF TRANSPORTATION

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2019-12D

Governing the Expenditure of Public Funds on Offshore Services

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the CONTRACTOR/SUBCONTRACTOR affirms, understands and will abide by the requirements of Executive Order 2019-12D. If awarded a contract, the CONTRACTOR/SUBCONTRACTOR becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Order is attached and is available at the following website: (<https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders>).

The CONTRACTOR/SUBCONTRACTOR shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the CONTRACTOR/SUBCONTRACTOR not responsive the contract will not be executed. If the CONTRACTOR/SUBCONTRACTOR will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

4. Location where services to be performed will be changed or shifted by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

Resolution

Number 19-1549

Adopted Date November 14, 2019

APPROVE AND AUTHORIZE WARREN COUNTY TRANSIT SERVICE PROGRAM MANAGER TO SIGN THE ELDERLY AND DISABLED TRANSIT FARE ASSISTANCE GRANT CONTRACT BY AND BETWEEN THE OHIO DEPARTMENT OF TRANSPORTATION AND THE WARREN COUNTY BOARD OF COMMISSIONERS

WHEREAS, an electronic signature is required to participate in the Elderly and Disabled Transit Fare Assistance Grant Contract No. EHTA-0089-GRF-201 with the Ohio Department of Transportation; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize Susanne Mason, as the Program Manager of the Warren County Transit Service, to electronically sign the Elderly and Disabled Transit Fare Assistance Grant Contract No. EHTA-0089-GRF-201 with the Ohio Department of Transportation, on behalf of the Warren County Board of County Commissioners, as attached and made a part hereof; and

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

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

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

Resolution adopted this 14th day of November 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: C/A—ODOT
Transit (file)
ODOT



OHIO DEPARTMENT OF TRANSPORTATION

ELDERLY AND DISABLED TRANSIT FARE
ASSISTANCE PROGRAM

GRANT CONTRACT

BETWEEN

WARREN COUNTY BOARD OF COMMISSIONERS

AND THE

STATE OF OHIO
DEPARTMENT OF TRANSPORTATION

CONTRACT NO. EHTA-0089-GRF-201

STATE OF OHIO, DEPARTMENT OF TRANSPORTATION
OFFICE OF TRANSIT
ELDERLY AND DISABLED TRANSIT FARE ASSISTANCE GRANT CONTRACT
CONTRACT NO. EHTA-0089-GRF-201

In consideration of the mutual covenants, promises, representations, and warranties set forth herein, the State of Ohio, Department of Transportation and Warren County Board of Commissioners agree as follows.

ARTICLE I

DEFINITIONS

The following words and terms as used herein shall have the following meanings unless the context or use indicates a different meaning:

Administrator: the Administrator of ODOT's Office of Transit.

Contract: this Contract, which is identified as Contract No. EHTA-0089-GRF-201

Disabled: any person with a mental or physical impairment limiting one or more major life functions as defined by the Americans with Disabilities Act (ADA Act) 49 CFR Part 37.

Elderly: any person 65 years of age or older.

Fiscal Year or FY: the State of Ohio fiscal year, July 1 through June 30.

Grant Contract: a Program grant contract, including but not limited to this Contract.

Grantee: Warren County Board of Commissioners.

Private Non-Profit Organization: an Ohio not-for-profit corporation as defined in Chapter 1702 of the Ohio Revised Code and is designated by a Board of County Commissioners to provide public transit service.

Program: the Elderly and Disabled Transit Fare Assistance Program funded by Am. Sub. H.B. 66 enacted by the 126th Ohio General Assembly which provides state funds for reduced fares.

Project Contractor: an independent supplier of public transit service, whether public, private or private nonprofit, which has an agreement with the Grantee to offer reduced fares.

Public Transit Service: a publicly owned or operated transportation system using buses, rail vehicles or other surface conveyances to provide transportation service to the general public on a regular and continuing basis, and receive State or Federal funding through the Rural Transit Program or the Urban Transit Program.

Reduced Fare: a fare offered by the public transportation system for elderly and people with disabilities which is no greater than one-half (1/2) the regular adult fare.

Regular Adult Fare: the lowest fare for a one way trip that has a one-half (1/2) fare option for persons who are elderly or for persons who have a disability.

Service Area: Warren County.

ARTICLE II

SECTION 1. PURPOSE OF CONTRACT: The purpose of this Contract is to reimburse public transportation systems who offer reduced fares to the elderly and disabled in accordance with the program policy and procedure.

SECTION 2. SCOPE OF PROJECT: The Grantee shall apply all grant funds provided under this contract to the costs incurred in the provision of public transit service within Warren County.

The Grantee shall undertake reasonable marketing efforts to ensure that elderly people and people with disabilities in the service area are made aware of the reduced fares.

SECTION 3. GRANT FUNDS: ODOT agrees to provide Grant Funds to the Grantee for the Project in the amount of Thirty Thousand, Three Hundred Thirty-Nine Dollars (\$30339).

Legislative or administrative action may reduce Program funds available to ODOT for administration of this Contract. In the event such action occurs at any time before ODOT has made final payment under this Contract, ODOT shall be relieved of its obligation to pay the amount stated in the first sentence of this Section and shall be required to pay only such amount as it may determine.

Pursuant to Ohio Revised Code (ORC) Section 126.07, this agreement shall be valid and enforceable only if funds are appropriated and the Director of OBM certifies that there is a balance in the appropriation not previously obligated to pay existing obligations. In pertinent part, Section 126.07 states the following:

"No contract, agreement or obligation involving the expenditure of money chargeable to an appropriation, nor any resolution or order for the expenditure of money chargeable to an appropriation shall be valid and enforceable unless the Director of Budget and Management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations."

Payment of grant funds is subject to an appropriation and certification in accordance with requirements of ORC Section 126.07, as in effect on July 1 of the program fiscal year.

SECTION 4. METHOD OF PAYMENT TO GRANTEE: ODOT shall pay the Grantee the amount of grant funds specified in Section 3 in accordance with the program policy and procedure.

SECTION 5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL REQUIREMENTS: The Grantee and all Project Contractors shall fully comply with all federal, state and local laws, rules, ordinances, executive orders, and other legal requirements as they apply to public transportation systems and public transit service.

SECTION 5.1 OHIO ETHICS LAW: Grantee agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics Law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

SECTION 5.2 OHIO ELECTIONS LAW: Grantee affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

SECTION 6. SERVICE CHANGES: The Grantee shall submit to the Administrator a report of all fare changes and any significant trends or developments during the period covered by the grant which have occurred as a result of the Program.

The Grantee shall submit all other information requested by ODOT or its agents.

SECTION 7. PROJECT ADMINISTRATION: Upon request by ODOT the Grantee shall return any overpayment of grant funds to ODOT not later than forty-five days after notice by ODOT that an overpayment to the Grantee has occurred.

The Grantee shall permit ODOT or any of its agents to inspect offices, records, books, operations, vehicles and facilities of the Grantee and of all Project Contractors.

SECTION 8. CHANGE IN CONDITIONS OR LAW AFFECTING PERFORMANCE: The Grantee shall immediately notify ODOT of any change in conditions or local law or of any other event which may affect its ability to carry out its responsibilities in accordance with the provisions of the Contract.

SECTION 9. DEFAULT: Neglect or failure of the Grantee to comply with any of the terms, provisions or conditions of this Contract or of any other grant contract entered into between ODOT and the Grantee or failure of any representation made to ODOT by the Grantee in connection with any such contract to be true shall be an event of default, whether or not payment of grant funds has been fully or partially made.

Whenever any event of default has occurred, ODOT may (a) decline to make any further payments under this Contract to the Grantee, and (b) require reimbursement from the Grantee of all or any portion of the grant funds for any period of time that the Grantee has been in default.

No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity.

No delay or omission to exercise any right or option accruing to ODOT upon any default by the Grantee shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

SECTION 10. NO ADDITIONAL WAIVER IMPLIED: If any term, provision or condition contained in this Contract is breached by either the Grantee or ODOT and thereafter such breach is waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed

to waive any other breach hereunder.

SECTION 11. SEVERABILITY: If any provision of this Contract is held to be invalid or unenforceable by a court jurisdiction, such holding shall not affect the validity or enforceability of the remainder of this Contract. All provisions of this Contract shall be deemed severable.

SECTION 12. REPRESENTATIONS AND WARRANTIES MADE BY GRANTEE: The Grantee hereby represents and warrants that it is a county transit board or regional transit authority established pursuant to Chapter 306 of the Ohio Revised Code, a county, a municipality or a private nonprofit corporation and that it has full power and authority to enter into this Contract and to perform its obligations hereunder.

SECTION 13. PROGRAM POLICY AND PROCEDURE: The current Policy and Procedure for the Elderly and Disabled Transit Fare Assistance Program as determined by ODOT are incorporated into this grant agreement in its entirety.

SECTION 14. FINDINGS FOR RECOVERY: No state agency and no political subdivision shall award a contract for goods, services, or construction, paid for in whole or in part with state funds, to a person whom a finding for recovery has been issued by the Auditor of State, if the finding for recovery is unresolved as defined by the Attorney General.

SECTION 15. OFFER; EFFECTIVE DATE: When transmitted by ODOT to the Grantee, this document shall constitute an offer which shall expire if it is not accepted, executed and returned to ODOT by the Grantee within thirty days of such transmittal, unless an extension is granted in writing by the Administrator at the request of the Grantee. This Contract shall become effective upon its execution by ODOT and the Grantee, and the obligations of the parties hereunder shall then begin.

SECTION 16. GOVERNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES: The Grantee affirms to have read and understands Executive Order 2019-12D issued by Ohio Governor Mike DeWine and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, ODOT reserves the right to recover any funds paid for services the Grantee performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided ODOT in this Contract. The Executive Order is provided as an attachment and also is available at the following website: (<https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>).

The Grantee agrees to complete the attached Executive Order 2019-12D Affirmation and Disclosure Form, which is incorporated and becomes a part of this Contract.

SECTION 17. - ASSIGNMENT/DELEGATION: The Grantee will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

SECTION 18. MODIFICATIONS: This grant and each of its provisions shall be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by ODOT and the Grantee.

SECTION 19. INDEPENDENCE OF GRANTEE: In no event shall the Grantee or any of its employees, agents, contractors, subcontractors, or Project Contractors be considered agents or employees of ODOT, the State, or US Dot.

The Grantee agrees that none of its employees, agents, contractors, subcontractors, or Project Contractors will hold themselves out as, or claim to be, agents, officers, or employees of ODOT, the State or US DOT and will not by reason of any relationship with ODOT or US DOT make any claim, demand, or application to or for any right or privilege applicable, but not limited to, rights and privileges concerning worker's compensation and occupational diseases coverage, unemployment compensation benefits, social security coverage, or retirement membership or credit.

SECTION 20. CONTRACTS OF THE GRANTEE: The Grantee shall not enter into any contract for assistance in the provision, operation, or management of transportation services for the Projects without the express prior written consent of ODOT.

SECTION 21. CONTRACT DISPUTE RESOLUTION: In the event of a dispute in the interpretation of the provisions of this Contract, such dispute shall be settled through negotiation between the Administrator and the Grantee. If no agreement is reached, the dispute will be referred to the Ohio Attorney General, Transportation Section, for final resolution.

The Grantee shall avail itself of all legal and equitable remedies under any third party contract which relates to the Projects and shall notify the Administrator of any current or prospective litigation pertaining to any such third party contract.

The Grantee hereby agrees that US DOT and ODOT shall receive, respectively through ODOT, the Federal share and State share of any proceeds derived from any third party recovery.

SECTION 22. DRUG-FREE WORK PLACE: Grantee agrees to comply with all applicable State and Federal laws regarding a drug-free work place. Grantee shall make a good faith effort to ensure that its employees will not purchase, transfer, use, or possess illegal drugs, or abuse prescription drugs in any way.

SECTION 23. FEDERAL NONDISCRIMINATION REQUIREMENTS: Grantee agrees to ensure that disadvantaged business enterprises, as such are defined in 49 CFR PART 26, will have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided in conjunction with this agreement. Pursuant to 49 CFR 26.13(b), Grantee agrees not to discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. Grantee agrees to carry out applicable requirements of 49 CFR PART 26 in the award and administration of DOT-assisted contracts. Grantee understands that failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Ohio Department of Transportation deems appropriate.

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

1. The CONTRACTOR will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
2. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination

clause. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future).

3. The CONTRACTOR agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. CONTRACTOR shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the CONTRACTOR's compliance with Title VI.
4. **Compliance with Regulations:** The CONTRACTOR (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
5. **Non-discrimination:** The CONTRACTOR, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in the selection and retention of Sub-contractors, including procurements of materials and leases of equipment. The CONTRACTOR will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in paragraph 10 below, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
6. **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the CONTRACTOR for work to be performed under a sub-contractor, including procurements of materials, or leases of equipment, each potential sub-contractor or supplier will be notified by the CONTRACTOR of the CONTRACTOR's obligations under this Agreement and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency.
7. **Information and Reports:** The CONTRACTOR will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Ohio Department of Transportation (hereinafter "ODOT") or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
8. **Sanctions for Noncompliance:** In the event of a CONTRACTOR's noncompliance with the Nondiscrimination provisions of this Agreement, ODOT will impose such Agreement sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the CONTRACTOR under the Agreement until the CONTRACTOR complies; and/or
 - b. cancelling, terminating, or suspending of the Agreement, in whole or in part.

9. Incorporation of Provisions: The CONTRACTOR will include the provisions of paragraphs one through nine in every sub-contractor, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The CONTRACTOR will take action with respect to any sub-contractor or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONTRACTOR becomes involved in, or is threatened with litigation by a Sub-contractor, or supplier because of such direction, the CONTRACTOR may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the CONTRACTOR may request the United States to enter into the litigation to protect the interests of the United States.
10. During the performance of this contact, the CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONTRACTOR," which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and CONTRACTOR's, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes

discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)

- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 *et seq.*) (prohibits discrimination on the basis of sex in education programs or activities)
- Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 U.S.C. 4301-4333) (prohibits discrimination on the basis of present, past or future military service)
- Genetic Information Nondiscrimination Act (GINA) (29 CFR Part 1635, 42 U.S.C. 2000ff)

SECTION 24. GOVERNING LAWS: This agreement and any claims arising out of this agreement shall be governed by the laws of the State of Ohio. Any provision of this agreement prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this agreement or the performance thereunder shall be brought only in the courts of Ohio, and the owner hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

SECTION 25. NOTICE: Notice under this Agreement shall be directed as follows:

IF TO GRANTEE

IF TO ODOT

Warren County Board of Commissioners
Ohio Department of Transportation
County Admin Bldg 406 Justice Dr
Lebanon, Ohio 45036 Columbus, Ohio 43223

1980 West Broad Street

SECTION 26. SIGNATURES: Any person executing this Contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Contract on such principal's behalf.

Any party hereto may deliver a copy of its counterpart signature page to this Contract via fax or email. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

The parties have executed this contract as of the day and year last written below.

FOR THE GRANTEE:


By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM



Keith W. Anderson
Asst. Prosecuting Attorney

**STATE OF OHIO,
DEPARTMENT OF TRANSPORTATION:**

By: _____
Jack Marchbanks, Ph.D., Director

Date: _____

**For Use by Office of Chief Legal
Counsel Only:**

Date Received:

Resolution

Number 19-1550

Adopted Date November 14, 2019

AUTHORIZE THE WARREN COUNTY AUDITOR'S OFFICE TO PROCESS INTERNAL BILLINGS VIA JOURNAL ENTRY VERSUS PAPER CHECK METHOD RELATIVE TO RECORDING FEE BILLINGS

WHEREAS, the Warren County Auditor's Office is taking steps to streamline the process for billing County Departments/Agencies, in order to receive reimbursement of intra-departmental recording fee billings; and

WHEREAS, it is the desire of the Warren County Auditor's Office to handle said process as a journal entry versus departments processing an invoice to receive a check and then be paid into another county fund; and

WHEREAS, the Warren County Auditor's Office is requesting permission from the Board of Commissioners to authorize the Auditor's Office, as needed, to process the aforementioned billings as a transfer of funds not to exceed appropriation authority; and


NOW THEREFORE BE IT RESOLVED, to authorize the Warren County Auditor's Office to process, as necessary, as a transfer of funds not to exceed appropriation authority in order to receive reimbursement for intra-departmental recording fee billings.

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

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

Resolution adopted this 14th day of November 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor (file) ✓
Diane Gray ✓
Commissioners file
Recorder (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1551

Adopted Date November 14, 2019

DECLARE VARIOUS ITEMS WITHIN CHILD SUPPORT, FACILITIES MANAGEMENT, HEALTH DEPARTMENT, JUVENILE DETENTION CENTER, WATER & SEWER - SEWER DEPARTMENT, SHERIFF'S OFFICE, SOLID WASTE DEPARTMENT, TELECOMMUNICATIONS, AND WATER & SEWER- WATER DEPARTMENT AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS

BE IT RESOLVED, to authorize disposal of various items from Child Support, Facilities Management, Health Department, Juvenile Detention Center, Water & Sewer- Sewer Department, Sheriff's Office, Solid Waste Department, Telecommunications, and Water & Sewer- Water Department in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 14th day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sr

cc: 2019 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals

CSE19012

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Child Support (CSEA)

Date:

Nov 7, 2019

012

100+ 15 PIN CABLES



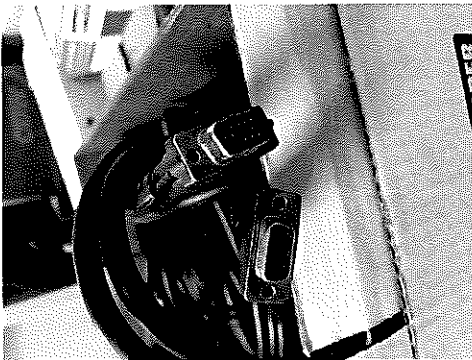
Select Item Type

Lot of Multiple Items

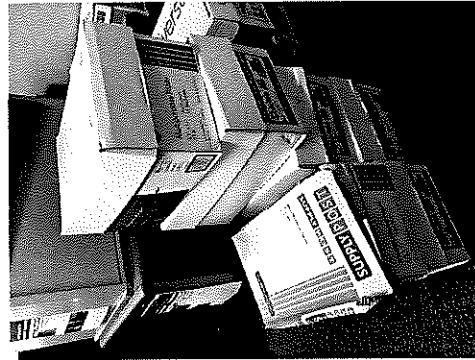
Qty	Brand	Model	Working Condition Y/N	Description

Additional Comments

SIX COPY PAPER BOXES EACH CONTAINING FIFTEEN TO TWENTY 15 PIN CABLES.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Liz Blosser

Title: Tech Support Specialist

Phone Number 513-695-1910

Location of Item: Warren County CSEA

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

Warren County Facilities Management

430 South East Street
513-695-1463

Michael D. Shadoan
Director

CSE19013

GovDeals Item Inspection Form

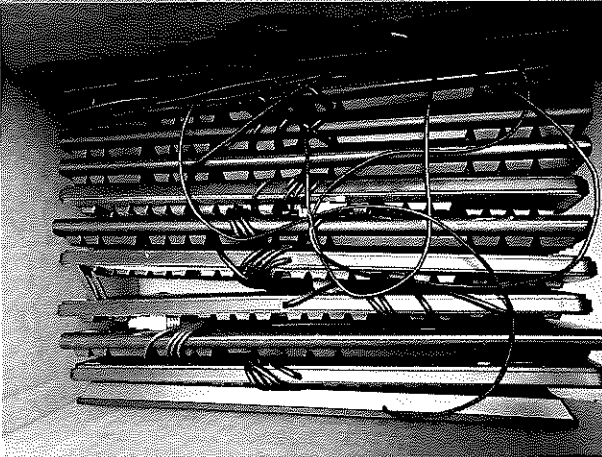
Child Support (CSEA)

Date:

Nov 7, 2019

013

60+ PF12 KEYBOARDS



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description

Additional Comments

SEVERAL BOXES OF PF12 KEYBOARDS, AROUND SIXTY TOTAL. ALL IN USED CONDITION, SOME BETTER THAN OTHERS.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: LIZ BLOSSER

Title: TECH SUPPORT SPECIALIST

Phone Number 513-695-1910

Location of Item: WARREN COUNTY CSEA

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

Warren County Facilities Management

430 South East Street
513-695-1463

Michael D. Shadoan
Director

CSE19014

GovDeals Item Inspection Form

Child Support (CSEA)

Date:

Nov 7, 2019

014

25 PIN CABLES



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description

Additional Comments

VARIOUS 25 PIN CABLES

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: LIZ BLOSSER

Title: TECH SUPPORT SPECIALIST

Phone Number 513-695-1910

Location of Item: WARREN COUNTY CSEA

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

Warren County Facilities Management

GovDeals

CSE19015

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Child Support (CSEA)

Date:

Nov 7, 2019

015

VARIOUS POWER AND USB CORDS



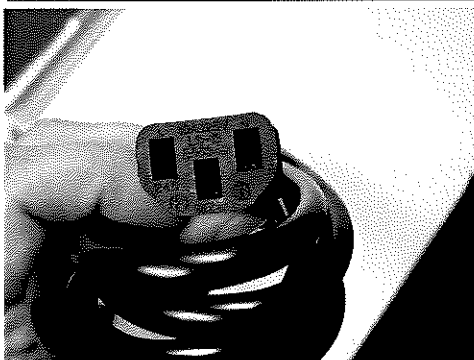
Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description

Additional Comments

50+ POWER AND USB CORDS - BRAND NEW



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: LIZ BLOSSER

Title: TECH SUPPORT SPECIALIST

Phone Number 513-695-1910

Location of Item: WARREN COUNTY CSEA

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

Warren County Facilities Management

CSE19016

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Child Support (CSEA)

Date: Nov 7, 2019

016

TIME CLOCK PLUS



Select Item Type

Lot of Multiple Items

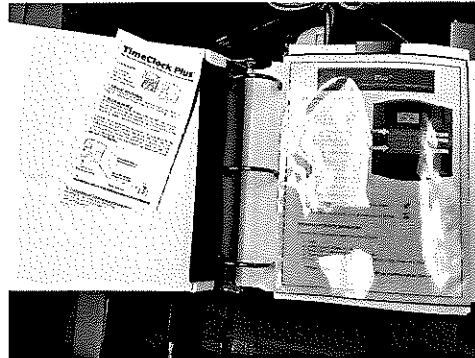
Qty	Brand	Model	Working Condition Y/N	Description

Additional Comments

3 TIME CLOCK PLUS UNITS WITH POWER CORDS FOR TWO OF THE UNITS AND WALL MOUNT, KEYS AND MANUAL INCLUDED.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: LIZ BLOSSER

Title: TECH SUPPORT SPECIALIST

Phone Number 513-695-1910

Location of Item: WARREN COUNTY CSEA

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

Warren County Facilities Management

CSE19017

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

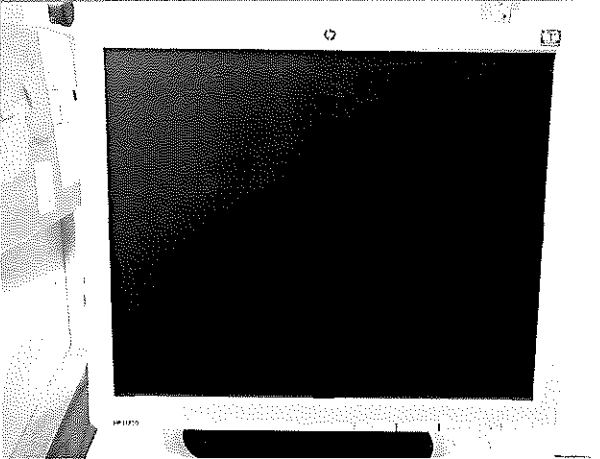
Child Support (CSEA)

Date:

Nov 7, 2019

017

HP L1750 MONITOR



Select Item Type

Single Item

Category Computers, Parts and Supplies

Brand HP

Model #

Serial #

Date Removed From Service

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

HP L1750 MONITOR - DEAD



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: LIZ BLOSSER

Title: TECH SUPPORT SPECIALIST

Phone Number 513-695-1910

Location of Item: WARREN COUNTY CSEA

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

Warren County Facilities Management

430 South East Street
513-695-1463

Michael D. Shadoan
Director

CSE19018

GovDeals Item Inspection Form

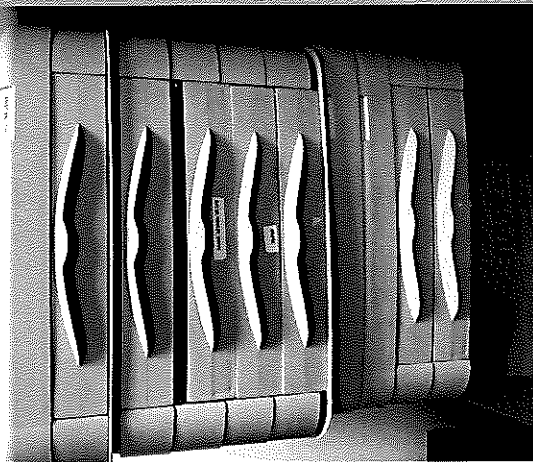
Child Support (CSEA)

Date:

Nov 7, 2019

018

3M MONITOR STANDS WITH DRAWERS



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description

Additional Comments

LARGER ONE HAS 5 DRAWERS, SMALLER ONE HAS TWO.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: LIZ BLOSSER

Title: TECH SUPPORT SPECIALIST

Phone Number 513-695-1910

Location of Item: WARREN COUNTY CSEA

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

Warren County Facilities Management

CSE19019

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Child Support (CSEA)

Date: Nov 7, 2019

019

BASIC COMPUTER MOUSE X50



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description

Additional Comments

MOST APPEAR UNUSED - ALL HAVE ROLLER BALL.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: LIZ BLOSSER

Title: TECH SUPPORT SPECIALSIT

Phone Number 513-695-1910

Location of Item: WARREN COUNTY CSEA

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

Warren County Facilities Management

CSE19020

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Child Support (CSEA)

Date:

Nov 7, 2019

020

INTER-TEL PHONES



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description

Additional Comments

ABOUT 10, OLD NTER-TEL PHONES WITH CORDS AND SOME PORT LINES.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: LIZ BLOSSER

Title: TECH SUPPORT SPECIALIST

Phone Number 513-695-1910

Location of Item: WARREN COUNTY CSEA

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

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals #

FAC19047

Michael D. Shadoan
Director

GovDeals Item Inspection Form

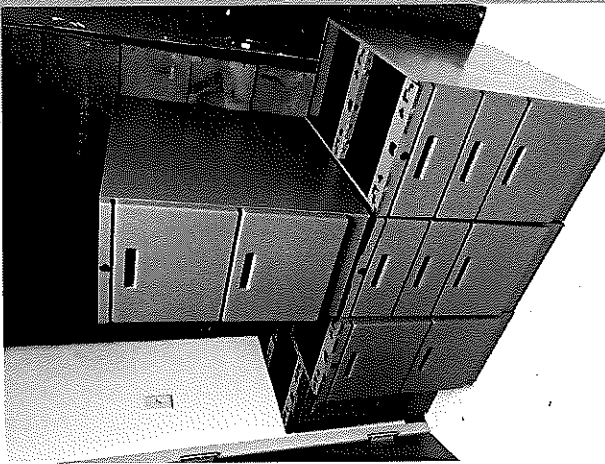
Facilities Management

Date:

Nov 4, 2019

047

UNDER DESK FILING CABINETS



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service 10/7/19

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

GRAY PLASTIC DRAWER FACE WITH INSET DRAW PULL. ALSO THE REST OF THE CABINET IS MADE OF A GRAY METAL. THE CABINETS MOUNT UNDER THE DESK TOP.
3 QTY FILE, FILE CABINET
2 QTY, BOX, BOX, FILE CABINET.
HAVE NO KEYS TO LOCK THE CABINETS

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: SAMUEL ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 406 JUSTICE DRIVE, Lebanon, Ohio 45036 (BASEMENT storage)

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

Warren County Facilities Management

GovDeals #

FAC19048

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

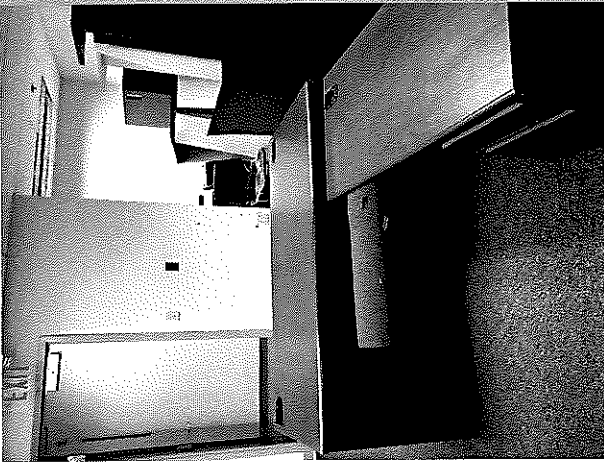
Facilities Management

Date:

Nov 4, 2019

048

L-SHAPE OFFICE DESK



Select Item Type

Single Item

Category Furniture/Furnishings

Brand

Model #

Serial #

Date Removed From Service 10/7/19

Did Item Work When Removed?

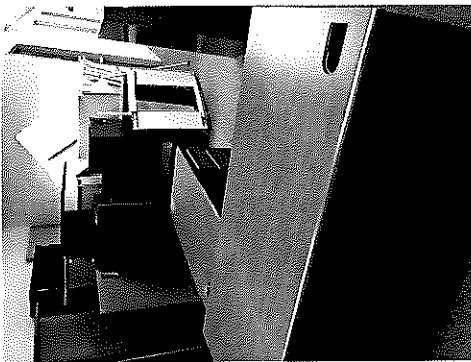
Yes

No

Unknown

Additional Comments

L-SHAPE OFFICE DESK. WOOD LIKE LAMINAT DESK TOP. ONE SECTION OF THE DESK IS LOWER THAN THE OTHE. THERE ARE TWO BOX, FILE PEDESTALS MOUNTED UNDER THE DESK TOP.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: SAMUEL ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 406 JUSTICE DRIVE, Lebanon, Ohio 45036 (BASEMENT storage)

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

Warren County Facilities Management

FAC19049

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

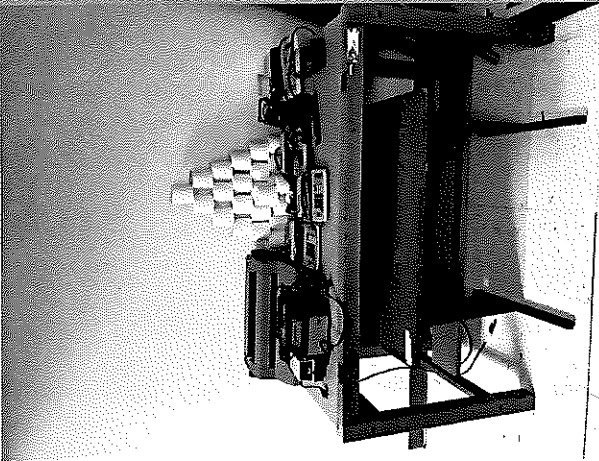
Facilities Management

Date:

Nov 4, 2019

049

LOT OF OFFICE FURNITURE AND SUPPLIES



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1				WORK TABLE
1				SMALL TABLE
1				ELECTRIC PENCIL SHARPENER
1				ELECTRIC TIME STAMP
4				VARIABLES CALCULATOR ROLL PRINTER
24				LOT OF CALCULATOR PRINTER PAPER ROLLS
1				PAPER STAPLER
1				TYPYER WRITER
3				MISC. OFFICE SUPPLIES.

Additional Comments

GRAY PLASTIC DRAWER FACE WITH INSET DRAW PULL. ALSO THE REST OF THE CABINET IS MADE OF A GRAY METAL. THE CABINETS MOUNT UNDER THE DESK TOP.
3 QTY FILE, FILE CABINET
2 QTY, BOX, BOX, FILE CABINET.
HAVE NO KEYS TO LOCK THE CABINETS



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: SAMUEL ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 406 JUSTICE DRIVE, Lebanon, Ohio 45036 (BASEMENT storage)

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

Warren County Facilities Management

GovDeals

FAC19050

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

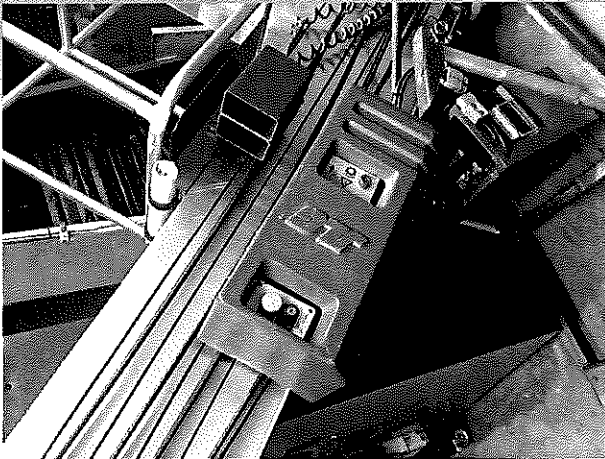
Facilities Management

Date:

Nov 4, 2019

050

ONE PERSON LIFT



Select Item Type

Single Item

Category Industrial Equipment

Brand JLG

Model # ACCESS MASTER 1210

Serial # 14012214

Date Removed From Service 11/6/19

Did Item Work When Removed?

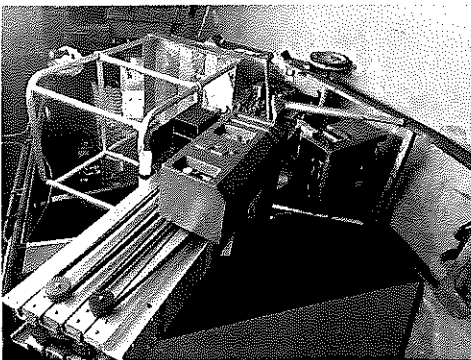
Yes

No

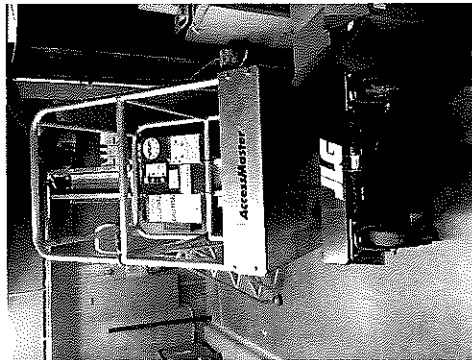
Unknown

Additional Comments

PORTABLE ONE PERSON LIFT WITH A METAL PIPE CAGE. LIFT IS OPERATED BY A BATTERY. WEIGHT CAPACITY FOR LIFT RANGES FROM 300 LBS TO 350 LBS. TO TRANSPORT THE LIFT IT IS ON WHEELED BASE AND MOVES BY PHYSICALLY PUSHING THE LIFT. CONTROL PANEL ACCABLE BY FROM LIFT CART. THE LIFT OPERATS BY A MECHINCAL METHOD USING CHAIN AND BELTS. UNKNOWN CAUSE FOR EQUIPMENT TO STOP WORKING.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: SAMUEL ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 900 MEMORIAL DRIVE, Lebanon, Ohio 45036 (JDC storage)

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

Warren County Facilities Management

FAC19051

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

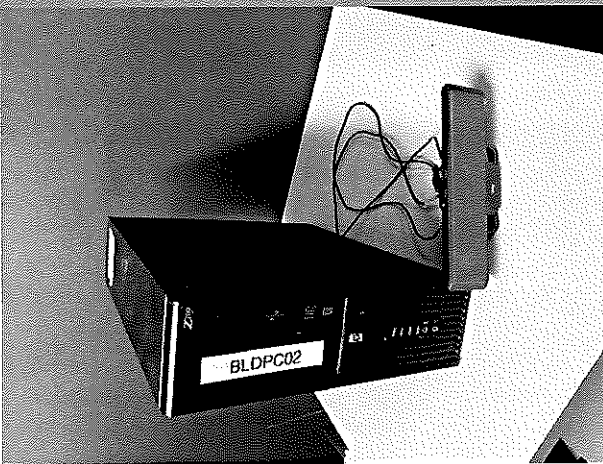
Facilities Management

Date:

Nov 4, 2019

051

HP WORKSTATION AND SPEAKER



Select Item Type

Lot of Multiple Items

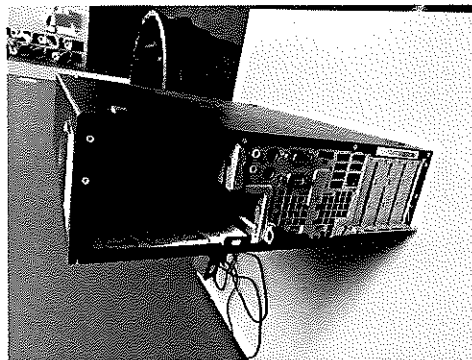
Qty	Brand	Model	Working Condition Y/N	Description
1	HP	Z200	Y	HP WORKSTATION
1	CA		Y	EXTERNAL COMPUTER SPEAKER

Additional Comments

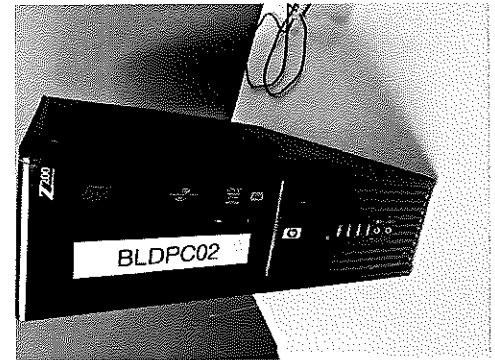
Hp Z200 WORKSTATION INTERNAL FAN WENT BAD AND WAS REMOVED. BEFORE THAT IT WAS RUNNING FINE. HARD DRIVE WAS REMOVED. HAS A LIGHT SCRIBE COMPACT DISC REWRITABLE DRIVE. FOUR USB PORTS AND TWO HEAD PHONE PORTS LOUCATED ON FRONT OF WORK STATION. The external speaker was in good working condition when removed. It was removed due to adjustable workstation and cord would not reach top of desk top when raised up. SPEAKER DOES HAVE A CLAMP ON BASE TO ALLOW THE SPEAKER TO ATTACH TO MONITOR.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: SAMUEL ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 430 JUSTICE DRIVE, Lebanon, Ohio 45036 (MY OFFICE)

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

Warren County Facilities Management

GovDeals # **HTH19004**

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Health Dept. Date:

Tripod Mount for Leveling Lazer



Select Item Type
Category Brand
Model # Serial #
Date Removed From Service Did Item Work When Removed?
 Yes No Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Tammy Cranmer Title: Administrative Assistant Phone Number 513-695-1273

Location of Item: 416 S. East Street, Lebanon, Ohio 45036 (Room 107)

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

Warren County Facilities Management

GovDeals

JUV19014

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

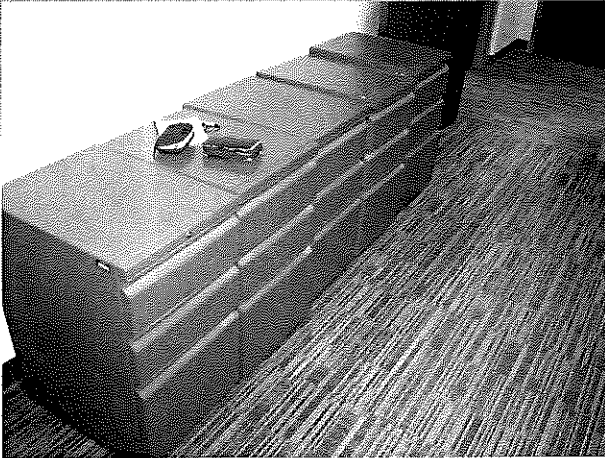
Juvenile

Date:

Oct 24, 2019

014

(5) Gray Three Drawer Filing Cabinets



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service

10/24/19

Did Item Work When Removed?

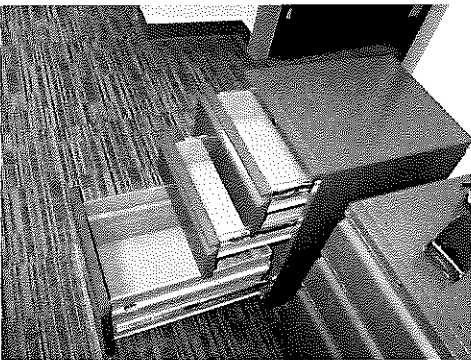
Yes

No

Unknown

Additional Comments

(5) Gray Three Drawer Filing Cabinets - Used - W 15" X D 20" X H 26 1/4" - 2 smaller drawers - 1 standard letter size drawer - Some drawers are easy open and close - Others have some "sticking" to them. - Height adjusters on the bottom.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

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

Warren County Facilities Management

GovDeals

JUV19015

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Juvenile

Date:

Oct 24, 2019

015

(9) Computer Monitor Stands



Select Item Type

Single Item

Category

Brand

Model #

Serial #

Date Removed From Service

10/24/19

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

Computer Monitor Stands - All Used



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

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

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals #

JUV19016

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Juvenile

Date:

Oct 31, 2019

016

Misc. Computer Items



Select Item Type

Lot of Multiple Items

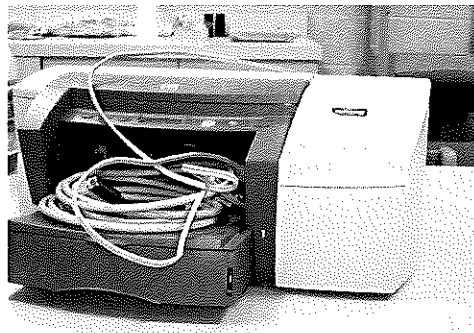
Qty	Brand	Model	Working Condition Y/N	Description
1	HP ProLiant	ML110	Unk	Ser # 3390122-7213 - C6 Server - Was in use and replaced with newer item
1	HP ProLiant	ML350p	Unk	Ser # 2M2243032S - Gen 8 Server - Was in use and replaced with newer item
1	InstaGate	404V	Unk	Ser # 3390122-7213
1	HP Workstallo	2820	Unk	Ser # 2UA42612F8
1	HP	2230	Unk	Ser # MY33H310MK - Business Inkjet Printer
1	Dell	E173FPb	Unk	

Additional Comments

Hard Drive3s have been removed from all towers and servers - Unknown working condition of all items - Most items were replaced with newer items



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

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

Warren County Facilities Management

430 South East Street
513-695-1463

Michael D. Shadoan
Director

SEW19009

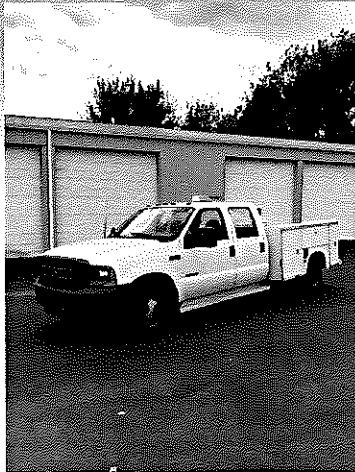
GovDeals Item Inspection Form

Water & Sewer - Sewer

Date: Oct 14, 2019

009

2001 FORD F-350



Select Item Type

Vehicle

Vin # 1FDWW32F91EB81840

Title restriction?
 Yes No

Odometer Reading 136500

Accurate?
 Yes No Unknown

Year 2001

Make

FORD

Model F-350

Does it Start?
 Yes No With Boost

Does it run?
 Yes No

Color WHITE

Exterior Condition?
 Good Minor Dents, Dings
Scratches or rust

Severe dents, Dings
Scratches or Rust

Interior
 Cloth Leather Other

Interior Condition?
 Good Fair Poor

Additional Comments

2001 FORD F-350. 7.3L V8 DIESEL ENGINE. AUTOMATIC TRANSMISSION. 2 WHEEL DRIVE. AC, POWER STEERING. KNAPHEIDE UTILITY BED (MINOR RUST ON BED). VEHICLE BEING REMOVED DUE TO MILEAGE AND OVERALL CONDITION.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Amy Hensley

Title: Admin Asst.

Phone Number 13-695-2307

Location of Item: 1433 West Main Street Lebanon Ohio 45036

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

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals

SEW19010

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Water & Sewer - Sewer

Date

Oct 14, 2019

010

2019 FORD F-350 TRUCK BED 8FT



Select Item Type

Single Item

Category

Automobiles

Brand

FORD

Model #

F-350

Serial #

1FT8X3B68KEF55866

Date Removed From Service

10/3/19

Did Item Work When Removed?

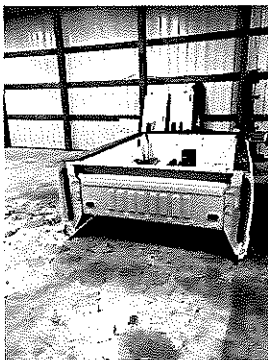
Yes

No

Unknown

Additional Comments

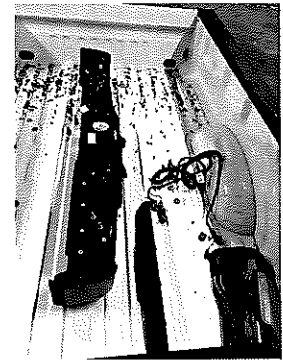
8FT TRUCK BED TAKEN OFF OF A 2019 FORD F-350. THIS ALSO COMES WITH (1) TAILLIGHT, TAILLIGHT HARNESS, TAILGATE HANDLE ASSEMBLY, REAR BUMPER, AND HARDWARE. ITEMS MISSING ARE (1) RIGHT SIDE TAILLIGHT AND BACK-UP CAMERA. ALL BED BOLTS ARE INCLUDED, BED IS IN EXCELLENT SHAPE IT IS A NEW TAKE OFF.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Amy Hensley

Title: Admin Asst

Phone Number 513 695 2307

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

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

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals

SHF19012

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Sheriff

Date:

Oct 11, 2019

012

Lot of 5 Computers and 1 Monitor



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	HP	3500	UNK	HP computer, unknown condition, missing parts, cords, or accessories.
1	ACER	M412G	UNK	Acer computer, unknown condition, missing parts, cords, or accessories.
1	ACER	M412G	UNK	Acer computer, unknown condition, missing parts, cords, or accessories.
1	LENOVO	THINKCTR	UNK	Lenovo computer, unknown condition, missing parts, cords, or accessories.
1	HP	3500	UNK	HP computer, unknown condition, missing parts, cords, or accessories.
1	LG	L1942S	UNK	LG Monitor, unknown condition, missing parts, cords, or accessories.

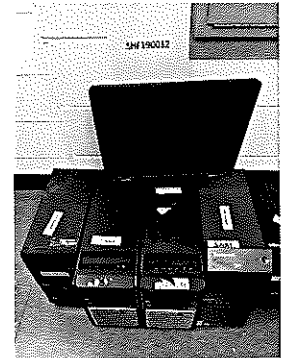
Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Kathleen Farmer

Title: Computer Technician

Phone Number 513-695-1749

Location of Item: Back Hallway (IT Hallway) of Warren County Sheriff's Office.

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

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals # SHF19013
Michael D. Shadoan
Director

GovDeals Item Inspection Form

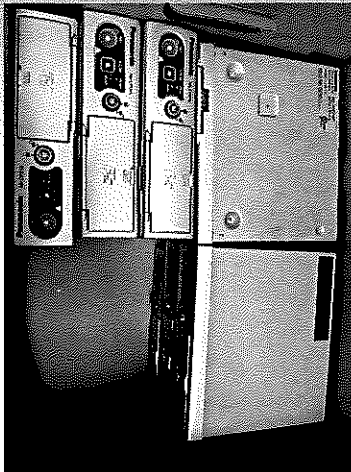
Sheriff

Date:

Oct 11, 2019

013

Lot of 9 Arbitrator Cameras and 9 Arbitrator VCUs

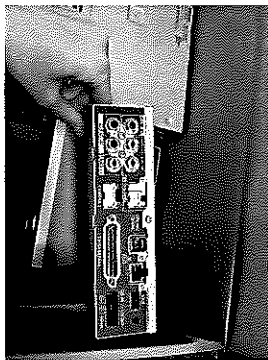


Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
9	Panasonic	AG-CPD15P	UNK	9 Panasonic Arbitrator VCUs. Unknown condition, missing parts, cords, or accessories.
9	Panasonic	AG-CK10P	UNK	9 Panasonic Arbitrator Cameras. Unknown condition, missing parts, cords, or accessories.

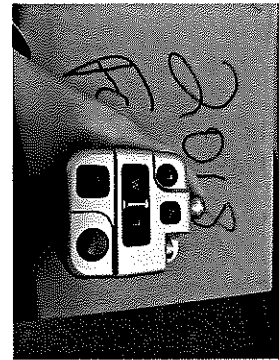
Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Kathleen Farmer

Title: Computer Technician

Phone Number 513-695-1749

Location of Item: Back Hallway (IT Hallway) of Warren County Sheriff's Office.

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

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals SHF19014

Michael D. Shadoan
Director

GovDeals Item Inspection Form

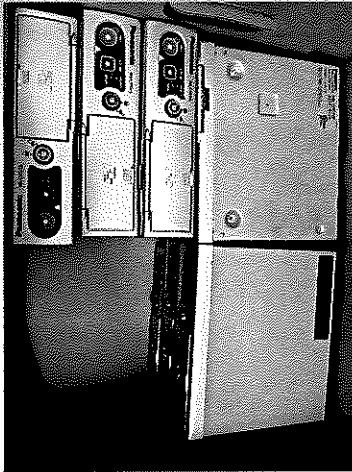
Sheriff

Date:

Oct 11, 2019

014

Lot of 3 Printers

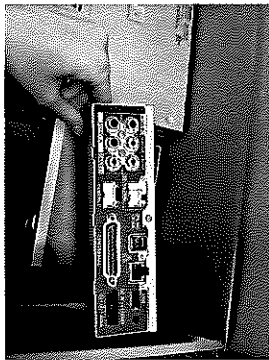


Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	HP	402DNE	UNK	HP Printer. Unknown condition, missing parts, cords, or accessories.
1	HP	M553	UNK	HP Printer. Unknown condition, missing parts, cords, or accessories.
1	HP	452DN	UNK	HP Printer. Unknown condition, missing parts, cords, or accessories.

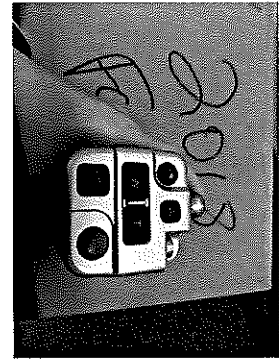
Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Kathleen Farmer

Title: Computer Technician

Phone Number 513-695-1749

Location of Item: Back Hallway (IT Hallway) of Warren County Sheriff's Office.

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

GovDeals Item Inspection Form

Solid Waste

Date:

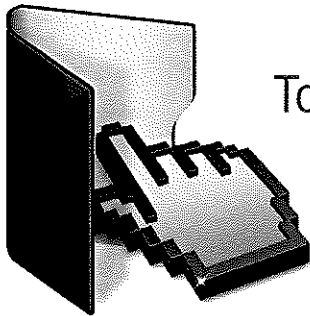
Oct 21, 2019

001

Computer Equipment

Select Item Type

Lot of Multiple Items

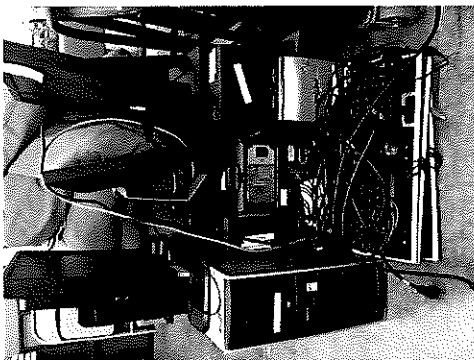


Click Here
To Upload Your
First Image

Qty	Brand	Model	Working Condition Y/N	Description
3			N	MONITORS
4			Y	KEYBOARDS
4			Y	MOUSE
4			Y	CPU's

Additional Comments

This equipment is old, slow and out of date.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Susanne Mason

Title: Director

Phone Number 695-1210

Location of Item: Break room, lower level of admin bldg

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

Warren County Facilities Management

GovDeals

TEL19037

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Telecommunications

Date:

Oct 15, 2019

037

Samsung Monitor



Select Item Type

Single Item

Category Computers, Parts and Supplies

Brand Samsung

Model # LS22DPWBQ

Serial # PD22HVBP400170R

Date Removed From Service 10/15/19

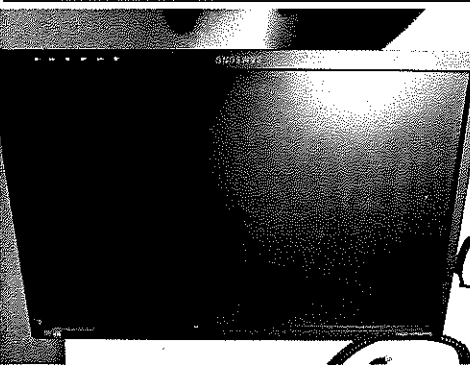
Did Item Work When Removed?

Yes

No

Unknown

Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr., Telecom, Lebanon, OH 45036

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

Warren County Facilities Management

GovDeals

WAT19013

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Water & Sewer - Water

Date: Oct 14, 2019

013

2019 FORD F-250 TRUCK BED 8FT



Select Item Type

Single Item

Category

Automobiles

Brand

FORD

Model #

F-250

Serial #

1FT7X2B68KEF55856

Date Removed From Service

10/3/19

Did Item Work When Removed?

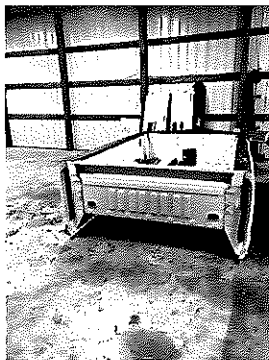
Yes

No

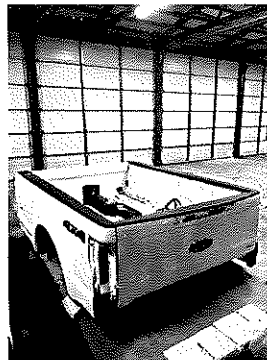
Unknown

Additional Comments

8FT TRUCK BED TAKEN OFF OF A 2019 FORD F-250. THIS ALSO COMES WITH BOTH TAILLIGHTS, TAILLIGHT HARNESS, TAILGATE HANDLE ASSEMBLY, REAR BUMPER AND HARDWARE. THE BACK UP CAMERA IS MISSING FROM THIS BED ASSEMBLY. ALL BED BOLTS ARE INCLUDED. BED IS IN EXCELLENT SHAPE, IT IS A NEW TAKE OFF.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Amy Hensley

Title: Admin Asst

Phone Number 513 695 2307

Location of Item: Warren County Garage 1433 W Main St Lebanon Ohio 45036

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

Warren County Facilities Management

GovDeals

WAT19014

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Water & Sewer - Water

Date:

Oct 14, 2019

014

2019 FORD F-250 TRUCK BED 8FT



Select Item Type

Single Item

Category

Automobiles

Brand

FORD

Model #

F-250

Serial #

1FT7X2B6XKEF55857

Date Removed From Service

10/3/19

Did Item Work When Removed?

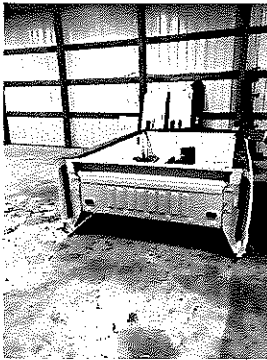
Yes

No

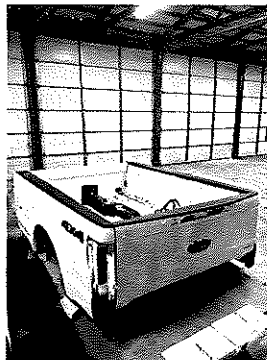
Unknown

Additional Comments

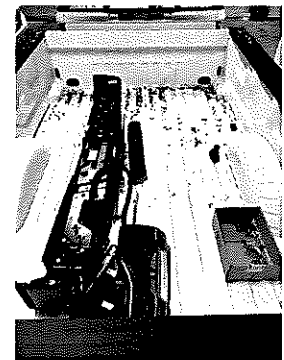
8FT TRUCK BED TAKEN OFF OF A 2019 FORD F-250. THIS ALSO COMES WITH BOTH TAILLIGHTS, TAILLIGHT HARNESS, TAILGATE HANDLE ASSEMBLY, REAR BUMPER AND HARDWARE. THE BACK UP CAMERA IS MISSING FROM THIS BED ASSEMBLY. ALL BED BOLTS ARE INCLUDED. BED IS IN EXCELLENT SHAPE, IT IS A NEW TAKE OFF.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Amy Hensley

Title: Admin Asst

Phone Number 513 695 2307

Location of Item: Warren County Garage 1433 S Main St Lebanon Ohio 45036

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

Warren County Facilities Management

GovDeals WAT19015

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Water & Sewer - Water

Date:

Nov 6, 2019

015

2007 FORD EXPEDITION



Select Item Type

Vehicle

Vin #

1FMFU16587LA72155

Title restriction?
 Yes No

Odometer Reading

111483

Accurate?
 Yes No Unknown

Year

2007

Make

FORD

Model

EXPEDITION

Does it Start?

Yes No With Boost

Does it run?

Yes No

Color

WHITE

Exterior Condition?

Good Minor Dents, Dings
Scratches or rust Severe dents, Dings
Scratches or Rust

Interior

Cloth Leather Other

Interior Condition?

Good Fair Poor

Additional Comments

2007 FORD EXPEDITION. 5.4LITER V8. AUTOMATIC TRANSMISSION 4WD. AM/FM CD, AC, CRUISE CONTROL, TILT STEERING, REMOTE MIRRORS, POWER STEERING, POWER WINDOWS, POWER DOOR LOCKS. VEHICLE WAS REMOVED FROM SERVICE DUE TO SEVERE RUST ON BODY AND FRAME. LIGHTBAR AND CONTROLS STAY ON VEHICLE.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Amy Hensley

Title: Financial Asst.

Phone Number 513 695 2307

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

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

Resolution

Number 19-1552

Adopted Date November 14, 2019

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN GRANTS FREDERICK, SECTION TWO, BLOCK B, SITUATED IN THE VILLAGE OF SOUTH LEBANON

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

SECURITY AGREEMENT

Bond Number	:	19-018 (W/S)
Development	:	Grants Frederick, Section Two, Block B
Developer	:	Grand Communities, LLC
Municipality	:	Village of South Lebanon
Amount	:	\$5,602.00
Surety Company	:	Berkley Insurance Company

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

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

Resolution adopted this 14th day of November 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: Grand Communities, LLC, 3940 Olympic Blvd, Suite 100, Erlanger, KY 41018
Berkley Insurance Company, 412 M. Kemble Suite 310N, Morristown, NJ 07960
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

19-018(W/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 Berkley Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Grants Frederick ^{Section 2 Block B} Subdivision, Section/Phase (3) (hereinafter the "Subdivision") situated in Hamilton (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 \$56,020.00, 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 \$5,602.00 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

Dave Stroup

3940 Olympic Boulevard, Suite 400

Erlanger, KY 41018

Ph. (859) 344 _3131

D. To the Surety:

Berkley Insurance Company

412 M. Kemble Suite 310N

Morristown, NJ 07960

Ph. (515) 473 _3402

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:

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

SIGNATURE: Todd E. Huss

PRINTED NAME: Todd E. Huss

TITLE: President

DATE: 10/31/19

SURETY:

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

SIGNATURE: Tiffany Gobich

PRINTED NAME: Tiffany Gobich

TITLE: Attorney-in-Fact

DATE: 10-29-19

[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 President of the Board, on the date stated below, pursuant to Board Resolution Number 19-1552, dated 11/14/19.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Shannan Jones

PRINTED NAME: Shannan Jones

TITLE: President

DATE: 11/14/19

RECOMMENDED BY:

By: [Signature]
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. 0228003

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, Grand Communities, LLC
3940 Olympic Blvd., Suite 400, Erlanger, KY 41018 as Principal, and Berkley
Insurance Company, a corporation organized under the laws of the Delaware
with principal place at 475 Steamboat Road, Greenwich, CT 06830, 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 Five Thousand Six Hundred Two
and 00/100 Dollars, (\$5,602.00), 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 29th day of October, 2019.

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

Water Main in Grants Frederick Section 2 Block B Subdivision
in Hamilton 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 29th
day of October, 20 19, 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 475 Steamboat Road, Greenwich, CT
06830 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: 
Todd E. Huss

Its: President

Berkley Insurance Company
Surety

By: 
Its: Tiffany Gobich
Attorney-in-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Dan E. Ries; Susan A. Yeazell; Tiffany Gobich; or Anne Tierney of USI Insurance Services, LLC of Cincinnati, OH* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12 day of AUGUST, 2019.

Attest:

Berkley Insurance Company

(Seal)

By

By

Ira S. Lederman
Executive Vice President & Secretary

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 12 day of AUGUST, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaker
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 29th day of October, 2019.

(Seal)

Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

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

Resolution

Number 19-1553

Adopted Date November 14, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO AIRPORT FUND #4479

BE IT RESOLVED, to approve the following supplemental appropriation:

\$44,110.00 into 44793850-5320 (Airport – Capital Purchases)

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

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

Resolution adopted this 14th day of November 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
Airport (file)
OMB (file)

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

Resolution

Number 19-1554

Adopted Date November 14, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN JUVENILE DETENTION FUND #11012600 AND FROM JUVENILE DETENTION FUND #11012600 INTO JUVENILE COURT FUND #11011240

BE IT RESOLVED, to approve the following appropriation adjustments:

\$7,000.00	from	11012600-5102	(Regular Salaries)
\$2,000.00	into	11011240-5811	(PERS)
\$5,000.00	into	11012600-5114	(Overtime)

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

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

Resolution adopted this 14th day of November 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)