

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

Resolution

Number 24-0304

Adopted Date March 05, 2024

**HIRING CLAYTON HARPER AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN
THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT**

BE IT RESOLVED, to hire Clayton Harper as Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective March 18, 2024, at a starting rate of \$19.41 per hour, subject to a negative background check and drug screen and a 365-day probationary period.

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

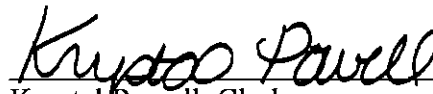
Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR

cc: Emergency Services (file)
C. Harper's Personnel file
OMB- Sue Spencer

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

Resolution

Number 24-0305

Adopted Date March 05, 2024

**HIRING LYDIA SHANNON AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN
THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT**

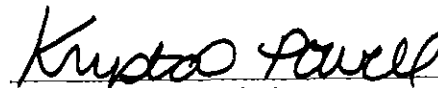
BE IT RESOLVED, to hire Lydia Shannon as Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective March 18, 2024, at a starting rate of \$19.41 per hour, subject to a negative background check and drug screen and a 365-day probationary period.

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR

cc: Emergency Services (file)
L. Shannon's Personnel file
OMB- Sue Spencer

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

Resolution

Number 24-0306

Adopted Date March 05, 2024

**HIRING HUNTER WISEMAN AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN
THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT**

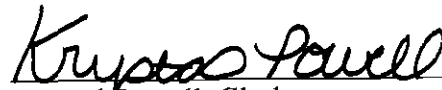
BE IT RESOLVED, to hire Hunter Wiseman as Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective March 18, 2024, at a starting rate of \$19.41 per hour, subject to a negative background check and drug screen and a 365-day probationary period.

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR

cc: Emergency Services (file)
H. Wiseman's Personnel file
OMB- Sue Spencer

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

Resolution

Number 24-0307

Adopted Date March 05, 2024

HIRING CRAIG MYERS AS WATER TREATMENT OPERATOR I, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Craig Myers as Water Treatment Operator I, within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), Pay Range #15, \$24.76 per hour, effective March 24, 2024, subject to a negative drug screen, background check and 365-day probationary period.

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: C. Myers' Personnel file
Water/Sewer (file)
OMB – Sue Spencer

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

Resolution

Number 24-0308

Adopted Date March 05, 2024

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

WHEREAS, Samantha Pastrana, Foster Care/Adoption Caseworker I within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period.

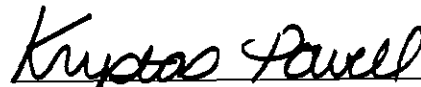
NOW THEREFORE BE IT RESOLVED, to approve Samantha Pastrana's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$23.06 per hour effective pay period beginning March 9, 2024.

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

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

Resolution

Number 24-0309

Adopted Date March 05, 2024

APPROVING RECLASSIFICATION OF JENA SHORT FROM CUSTOMER ADVOCATE II TO OMJ SUPERVISOR WITHIN THE WARREN COUNTY OHIOMEANSJOBS

WHEREAS, the Deputy Director has indicated that Ms. Short is completing the essential duties of an OMJ Supervisor and desires to reclassify her to said position.

NOW THEREFORE BE IT RESOLVED, to reclassify Jena Short to OMJ Supervisor, exempt, pay range #A, \$2,230.77 bi-weekly, effective pay period beginning March 8, 2024.

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: OhioMeansJobs (file)
J. Short's Personnel file
OMB – Sue Spencer

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

Resolution

Number 24-0310

Adopted Date March 05, 2024

APPROVING WAGE INCREASE FOR KYLE REDDICK, COLLECTIONS WORKER III,
WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Reddick has obtained his Class 1 Collections certification and per the Water and Sewer work rules, he is entitled to a five (5) percent increase.


NOW THEREFORE BE IT RESOLVED, to approve a wage increase for Kyle Reddick, Collections Worker III, within the Water and Sewer Department to \$30.28 per hour, effective pay period beginning March 8, 2024.

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR

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

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

Resolution

Number 24-0311

Adopted Date March 05, 2024

APPROVING A WAGE INCREASE FOR STEPHANIE ABBOTT WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

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

WHEREAS, Stephanie Abbott, Emergency Communications Operator within the Warren County Emergency Services Department, has successfully completed two (2) years of service as an Emergency Communications Operator on March 7, 2024.

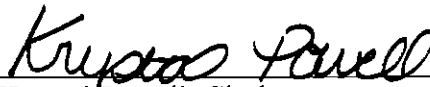
NOW THEREFORE BE IT RESOLVED, to approve Stephanie Abbott's wage increase to \$23.57 per hour, under the Warren County Emergency Services Schedule, effective pay period beginning March 7, 2024.

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

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

Resolution

Number 24-0312

Adopted Date March 05, 2024

AMENDING JOB TITLE FOR TOM DUFFY FROM CUSTOMER ADVOCATE II TO
BUSINESS SERVICES AND PUBLIC RELATIONS ADVOCATE WITHIN
OHIO MEANS JOBS WARREN COUNTY

WHEREAS, the deputy director has requested to amend Mr. Duffy's job title to better reflect his job duties as a result of the department's recent structure change.

NOW THEREFORE BE IT RESOLVED, to amend the job title for Tom Duffy to Business Services and Public Relations Advocate within OhioMeansJobs Warren County.

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: OhioMeansJobs (file)
T. Duffy's Personnel File
OMB – Sue Spencer

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

Resolution

Number 24-0313

Adopted Date March 05, 2024

ACCEPTING LAST CHANCE AGREEMENT ENTERED INTO BY AND BETWEEN KELLY FIEBIG, EMERGENCY COMMUNICATIONS OPERATOR AND WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES AND WARREN COUNTY DISPATCH ASSOCIATION

BE IT RESOLVED, to accept a last chance agreement entered into and between Kelly Fiebig, Emergency Communications Operator, and Warren County Department of Emergency Services and Warren County Emergency Services and Warren County Dispatch Association for disciplinary matter as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, the last chance agreement will become a part of Ms. Fiebig's personnel file.

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Fiebig, Kelly
Emergency Services (file)
K. Fiebig's personnel file
OMB- Sue Spencer

Last Chance Agreement

This Last Chance Agreement ("Agreement") is entered into by and between Kelly Fiebig ("Employee"), the Warren County Department of Emergency Services ("Employer"), and the Warren County Dispatch Association ("Union") (collectively, the "Parties").

The Parties agree that it would be in their best interests to resolve the present disciplinary matter and attempt to preserve the substantial investment made in the Employee's training and employment provided there is improvement in conduct. This Agreement sets forth the agreed upon discipline for the incidents referenced herein.

NOW, THEREFORE, the Parties agree as follows:

1. In lieu of termination, the Employee agrees to accept a 30 day suspension for violating Sections 18.8.E. and 8.03.B. of the applicable collective bargaining agreement by failing to report for on-call overtime. The 30 day suspension shall consist of 15 days of an unpaid suspension and 15 days working suspension. The 15 day unpaid suspension shall be served on dates to be determined by the Employer.
2. The Employee and the Union waive the pre-disciplinary conference required by Section 8.02 of the applicable collective bargaining agreement between the Union and the Employer.
3. The 30 day suspension and the Employee's prior discipline shall remain active in accordance with the provisions of the applicable collective bargaining agreement between the Union and the Employer.
4. By signing this Agreement, the Employee and the Union agree that, for a period of twenty-four (24) months after the execution of this Agreement, the Employee may be terminated, at the discretion of the Employer, for any violation of the Employer's work rules or policies related to attendance, punctuality, call-in procedures, or illegal use of substances. Further, by signing below, the Employee hereby agrees to submit to a comprehensive drug screen six (6) times during the next twelve (12) months following the execution of this Agreement, at the Employer's election, and at the Employer's cost.
5. In the event the Employer terminates the Employee pursuant to this Agreement, the Union may pursue the termination to arbitration, **but the arbitrator shall only have the authority to determine if the offense was committed.** The arbitrator shall have no authority to modify the Employee's dismissal, unless it is determined that no offense as set forth above was committed by the Employee. In the event that it is determined that an offense as set forth above was committed, the Employee shall have no further type of post-termination appeal or litigation in any forum. The Employee understands and acknowledges her responsibility and obligation to be aware of the Employer's Policies, Procedures, work rules, and the terms of this Agreement.

6. In exchange for the mutual covenants set forth herein, the Employee and the Union agree not to file any legal challenge, including but not limited to, a grievance, arbitration request, or litigation in any forum with respect to the discipline set forth in Paragraph 1, *supra*.

7. Nothing in this Agreement shall be interpreted to prohibit the Employer from disciplining the Employee in accordance with the applicable collective bargaining agreement for future misconduct that does not fall within Paragraph 4, *supra*.

8. The Employee hereby acknowledges that, prior to signing this Agreement, she was provided with the opportunity to consult with legal counsel of her choice and that she is voluntarily entering into this Agreement, and that she is not relying on any representation made by the Employer except as expressly provided herein.

9. Nothing in this Agreement shall be construed as setting a precedent for future matters between the Union and the Employer.

<u>Kelly Leebig</u>	<u>2-29-24</u>	<u>Christine Carr</u>	<u>2/28/24</u>
Employee	Date	Union	Date
<u>Melina Prou</u>	<u>3-1-24</u>		
Employer	Date		

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

Resolution

Number 24-0314

Adopted Date March 05, 2024

ACCEPTING RESIGNATION OF PATRICIA COLDIRON, CUSTODIAL WORKER I, WITHIN WARREN COUNTY FACILITIES MANAGEMENT, EFFECTIVE FEBRUARY 22, 2024

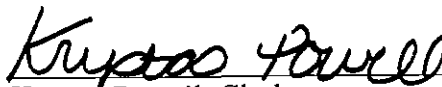
BE IT RESOLVED, to accept the resignation, of Patricia Coldiron, Custodial Worker I, within Warren County Facilities Management, effective February 22, 2024.

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Facilities Management (file)
P. Coldiron's Personnel File
OMB – Sue Spencer
Tammy Whitaker

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

Resolution

Number 24-0315

Adopted Date March 05, 2024

AUTHORIZING THE POSTING OF THE "CUSTODIAL WORKER I" POSITION, WITHIN THE DEPARTMENT OF FACILITIES MANAGEMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists an opening for the "Custodial Worker I" position within the Department of Facilities Management.


NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Custodial Worker I" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning February 28, 2024.

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Facilities Management (file)
OMB-Sue Spencer

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

Resolution

Number 24-0316

Adopted Date March 05, 2024

APPROVING REAPPOINTMENTS TO THE WARREN COUNTY PORT AUTHORITY

WHEREAS, Matt Layer's and Cheryl Reindl-Johnson's terms on the Warren County Port Authority will expire on March 6, 2024; and

WHEREAS, it is the desire of the Port Authority that they be reappointed for another term.

NOW THEREFORE BE IT RESOLVED, to approve the following reappointments to the Warren County Port Authority:

Matt Layer term to expire on March 6, 2028
Executive VP & Chief Lending Officer
LCNB National Bank

Cheryl Reindl-Johnson term to expire on March 6, 2028
Sinclair Community College

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

CM/

cc: Appointment file
Warren County Port Authority (file)
Economic Development (file)
Appointees
Laura Lander

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

Resolution

Number 24-0317

Adopted Date March 05, 2024

APPROVING THE COUNTYWIDE 9-1-1 FINAL PLAN

WHEREAS, due to a legislative update to Section 128.01 et seq. of the Ohio Revised Code, the Board of County Commissioners was required to re-establish the Countywide 9-1-1 Program Review Committee for the purposes of updating its Final Plan for implementing and operating a countywide 9-1-1 system; and

WHEREAS, the Board of County Commissioners by and through Resolution #24-0140 adopted January 23, 2024, re-established the Countywide 9-1-1 Program Review Committee; and

WHEREAS, the Countywide 9-1-1 Program Review Committee did meet on February 27, 2024, and approved an updated Final Plan for implementing and operating a countywide 9-1-1 system and provided a copy of the same to the Board of County Commissioners in compliance with Section 128.07 of the Ohio Revised Code.

NOW THEREFORE BE IT RESOLVED, in accordance with Section 128.08 of the Ohio Revised Code, to approve the Countywide 9-1-1 Program Review Committee's Final Plan, attached hereto and made a part hereof.

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

kp

cc: Telecommunications (file)
Policy file



Warren County, Ohio

9-1-1

Final Plan

**For the Emergency Communications Centers of
The City of Franklin, The City of Lebanon, and Warren County**

February 27, 2024

WARREN COUNTY 9-1-1 PROGRAM REVIEW COMMITTEE

VOTING MEMBERS

(1) David G. Young
Warren County Commissioner
406 Justice Drive
Lebanon, Ohio 45036
513-695-1250
david.young@co.warren.oh.us

(4) Darryl Cordrey
Hamilton Township
7780 St. Rt. 48
Maineville, Ohio 45039
513-683-8520
dcordrey@hamilton-township.org

(2) Eric Hansen
City of Mason
6000 Mason-Montgomery Rd
Mason, Ohio 45040
513-229-8500
ehansen@masonoh.org

(5)

(3) Julie Seitz
Deerfield Township
4900 Parkway Drive, Suite 150
Mason, Ohio 45040
513-332-6172
jseitz@deerfieldtwp.com

(6) Brent Centers
City of Franklin
6910 Scholl Road
Franklin, Ohio 45005
937-620-1872
bcenters@franklinohio.org

ORC Member requirements:

- (1) A member of the board of County Commissioners, or a designee, who shall serve as chairperson of the committee.
- (2) The chief executive officer of the most populous municipal corporation in the county.
- (3) A member of the board of township trustees of the most populous township in the county as selected by majority vote of the board of trustees.
- (4) A member of a board of township trustees selected by the majority of boards of township trustees in the county pursuant to resolutions they adopt.
- (5) A member of the legislative authority of a municipal corporation in the county selected by the majority of the legislative authorities of municipal corporations in the county pursuant to resolutions they adopt.
- (6) An elected official from within the county appointed by the board of County Commissioners.

WARREN COUNTY 9-1-1 PROGRAM REVIEW COMMITTEE

NON-VOTING ADVISORS

PSAP Representatives:

Melissa Bour, Director, Warren County Department of Emergency Services

Chief Adam Colon, City of Franklin Division of Police

Chief Jeffery Mitchell, City of Lebanon Division of Police

Public Safety Representatives:

Sheriff Larry Sims, Sheriff's Office Warren County

Chief Steve Agenbroad, Clearcreek Township Fire Department

Chief Mike Hannigan, Franklin Township Fire Department

Telecommunications:

Paul Kindell, Director, Warren County Telecom, Warren County 911 Coordinator

Gary Estes, Deputy Director, Warren County Telecom

Joshua Moyer, Public Safety Systems Manager, Warren County Telecom

Prosecutor's Office:

Adam Nice, Legal Advisor, Warren County Prosecutor's Office

Derek Faulkner, Legal Advisor, Warren County Prosecutor's Office

128.07

(1) *Which telephone companies serving customers in the county and, as authorized in division (A) of section 128.03 of the Revised Code, in an adjacent county will participate in the 9-1-1 system;*

- a. Altafiber, serving Southwest Warren County.
- b. ATT, serving North Central and West Central Warren County.
- c. Brightspeed, serving central and Northwest Warren County.
- d. Frontier, serving Southeast Warren County.
- e. Telephone Service Company (TSC), serving Northwest Warren County.
- f. Verizon
- g. ATT
- h. T-Mobile
- i. Spectrum Cable

(2) *A. The location and number of public safety answering points; B. how the public safety answering points will be connected to a county's preferred next generation 9-1-1 system; C. from what geographic territory each public safety answering point will receive 9-1-1 calls; D. whether enhanced 9-1-1 or next generation 9-1-1 service will be provided within such territory; E. what subdivisions will be served by the public safety answering point; and F. whether a public safety answering point will respond to calls by directly dispatching an emergency service provider, by relaying a message to the appropriate emergency service provider, or by transferring the call to the appropriate emergency service provider;*

A.

- | | | |
|--------------------|----|---------------|
| (1). Franklin PD | 2 | 911 Positions |
| (2). Lebanon PD | 2 | 911 Positions |
| (3). Warren County | 14 | 911 Positions |

B. PSAP Connectivity shall be at least two forms of connectivity consisting of ethernet over Fiber Optic and microwave that provide sufficient bandwidth to meet call quality requirements for all call types. The fiber circuit shall connect to the Warren County 911 Core 1 in Lebanon and the microwave shall connect to the Disaster Recovery Site 911 Core 2.

C. The geographic territory answered by Franklin and Lebanon will be for calls inside their respective community borders or contracted areas of service. All remaining calls (that are not routed to communities with territory within Warren County but have a PSAP outside of Warren County) will be routed to the Warren County PSAP.

D. Next Generation 911 services are desired by the Committee.

E. Subdivisions that will be served by each PSAP are:

Franklin

Within the City limits of Franklin and contracted service areas.
Dispatching for: Franklin Police and Fire.

Lebanon

Within the City of Lebanon

Dispatching for: Lebanon Police and Fire.

Warren County

The Village of Butlerville, the City of Carlisle, the Village of Corwin, the Village of Harveysburg, the Village of Maineville, the City of Mason, the Village of Morrow, the Village of Pleasant Plain, the City of South Lebanon, the City of Springboro, the Village of Waynesville, Clearcreek Township, Deerfield Township, Franklin Township (not including the City of Middletown), Hamilton Township (not including the City of Loveland), Harlan Township (not including the Village of Blanchester), Massie Township, Salem Township, Turtlecreek Township (not including the City of Monroe), Union Township, and Wayne Township.

Dispatching for: Carlisle Police and Fire, JEMS, Franklin Township Fire, Clearcreek Township Police and Fire, Springboro Police, Wayne Township Fire, Waynesville Police, Massie Township Fire, Harveysburg Police, Turtlecreek Township Fire, Mason Police and Fire, Deerfield Township Fire, Hamilton Township Police and Fire, Union Township Fire, Morrow Police, Salem Township Fire, Harlan Township Fire, and the Warren County Sheriff's Office.

F. All PSAPs directly dispatch emergency services for their area of responsibility.

(3) *A. How originating service providers must connect to the core 9-1-1 system identified by the final plan and B. what methods will be utilized by the originating service providers to provide 9-1-1 voice, text, other forms of messaging media, and caller location to the core 9-1-1 system.*

A. Originating Service Providers shall connect by iP to the geographically redundant Indigital ESiNet using diverse carriers and circuits to ensure no single points of failure.

Indianapolis, In.	Fiber	ESiNet, Wireless & VOIP
Cincinnati, Oh.	Fiber	ESiNet, Wireless & VOIP
Florence, Ky.	Fiber	ESiNet, Wireless & VOIP
New Knoxville, Oh	Fiber	ESiNet, Wireless & VOIP
Mansfield, Oh.	T1	Legacy Wireline & VOIP
Lima, Oh.	T1	Legacy Wireline & VOIP

B. Originating Service Providers shall route all call types, voice, text, multimedia, etc. diversly to the Indigital cores for delivery to the PSAPs following NENA i3 standards.

(4) A. That in instances where a public safety answering point, even if capable, does not directly dispatch all entities that provide the emergency services potentially needed for an incident, without significant delay, that request shall be transferred, or the information electronically relayed to the entity that directly dispatches the potentially needed emergency services;

A. All PSAPS within Warren County are served by a common redundant system with seamless transfer capability between.

(5) A. Which subdivision or regional council of governments will establish, equip, furnish, operate, and maintain a particular public safety answering point;

A. The City of Franklin will equip, furnish, operate, secure, and maintain the Franklin PSAP.

The City of Lebanon will equip, furnish, operate, secure, and maintain the Lebanon PSAP.

The Warren County Board of Commissioners will equip, furnish, operate, secure, and maintain the Warren County PSAP.

(6) A projection of the initial cost of establishing, equipping, and furnishing and of the annual cost of the first five years of operating and maintaining each public safety answering point;

N.A.

(7) *Whether the cost of establishing, equipping, furnishing, operating, or maintaining each public safety answering point should be funded through charges imposed under section 128.35 of the Revised Code or will be allocated among the subdivisions served by the answering point and, if any such cost is to be allocated, the formula for so allocating it;*

Funds imposed under section 128.35 will be distributed to PSAPs in Warren County in the following manner.

Franklin	25%
Lebanon	25%
Warren County	50%

PSAP Expenses

Each PSAP is responsible for all expenses for their respective PSAP including any expenses not specified in this document.

Operations

Each PSAP is responsible for the expense of furnishing, operating, and staffing their PSAP.

Equipment

Each PSAP is responsible for the expense of providing their own workstations and network equipment that connects to the County 911 Cores to answer 911 calls and text messages.

Networking

Each PSAP is responsible for the expense of at least one fiber optic and at least one microwave link back to the County 911 Cores. The County is responsible for the fiber links to the EsiNet, and the fiber and microwave links between County 911 Core 1 and County 911 Disaster Recovery Core 2.

Maintenance

Each PSAP is responsible for the maintenance of their equipment that connects to the County 911 Cores to answer 911 calls and text messages.

Upgrades

Each PSAP is responsible for the expense of upgrading their own workstations and networking equipment that connects to the County 911 Cores to answer 911 calls and text messages.

Security

Each PSAP is responsible for providing and following best practices for cyber security to ensure the operation and integrity of the 911 system including monitored firewalls when utilizing ethernet connectivity to other internal PSAP networks.

- (8) *How each emergency service provider will respond to a misdirected call or the provision of a caller location that is either misrepresentative of the actual location or does not meet requirements of the federal communications commission or other accepted national standards as they exist on the date of the call origination.*

Franklin PSAP:

801.5

(B) When calls need to be transferred to another PSAP:

- (1) An advisement to the caller to remain on the line as well as notification to the caller of the PSAP to which they are being transferred.
- (2) That the transfer will be initiated without delay.
- (3) That the telecommunicator will remain on the line during the transfer to ensure the caller is properly connected.
- (4) A recommendation that, if at all possible, the following information be relayed to the receiving PSAP once the transfer is complete:
 - (a) Name of the agency making the transfer
 - (b) Location of the emergency
 - (c) Nature of the call
 - (d) Call back number
 - (e) Known safety information

Lebanon PSAP:

811.1.2

D. Misrouted 9-1-1 Calls.

1. Misrouted 9-1-1 calls to this PSAP shall be handled in the following manner.
 - a. Once it is determined the location of the emergency is outside our response area, the call must be transferred to the appropriate PSAP for that location.
 - b. First advise the caller to remain on the line and tell them what PSAP they are being transferred to.
 - c. Using the established method in the 9-1-1 system software, transfer the call without delay.
 - d. The communications officer will remain on the line during the transfer to ensure the caller is properly connected.
 - e. If transferring the call using the established method in the 9-1-1 system software is not possible, the communications officer will obtain the necessary critical information, disconnect with the caller and contact the appropriate PSAP directly, relaying all collected information.

Warren County PSAP:

5.09 IV A Call Processing

1. EMERGENCY 911 CALLS RECEIVED FOR AREAS NOT WITHIN OUR COVERAGE

An ED receiving an emergency call for an area not covered by this Communications Center will either transfer the call or gather all the necessary information and relay it to the appropriate dispatch center. Whenever transferring a call, the ED **must** stay on the line to ensure that the transfer was successful, the caller is still on the line, and was connected. The ED will let the receiving agency know who he/she is, the location of the caller and the nature of the call being transferred. The ED will never give the caller the proper dispatch center's number and tell them to call it themselves. Additionally, do not further confuse or add to the caller's anxiety by lecturing them on the fact that they have called the wrong agency.

- a. After the ED has determined the 911 call should be transferred to another Public Safety Answering Point (PSAP) he/she will advise the caller that they are being transferred to the appropriate agency and will remain on the line.

- i. If the PSAP is within Warren County:

The ED will do a tandem transfer to connect to the appropriate PSAP. When the other PSAP dispatcher answers, the ED shall identify in the following manner:

"This is Warren County with a 911 transfer."

The ED will ensure the other PSAP has received the 911 screen information and will provide the dispatcher with the location and the nature of the call. Only then can involvement with the call be terminated.

- ii. If the PSAP is outside of Warren County:

The ED will transfer to the other PSAP's 7-digit line. When the other PSAP dispatcher answers, the ED shall identify in the following manner:

"This is Warren County with a 911 transfer."

The ED will give the other agency the call location and the nature of the call. Only then can involvement with the call be terminated.

- b. If the ED cannot transfer the call because of a busy signal at the other PSAP or for any other reason, the ED is responsible for handling the call. The ED will then make a call for service, gather all information and follow the appropriate PDS protocols while another ED relays the information to the proper point for dispatch.
- c. A 911 call shall not be transferred when this communication center dispatches any equipment for that particular 911 call. You or another ED will relay the details to any additional agencies by a separate phone call.

128.021 *Adoption of rules establishing technical and operational standards for public safety answering points.*

Each PSAP is compliant with the technical and operational standards as inspected and determined by the State of Ohio 911 Program Office annually.

128.05 *Each county shall appoint a county 9-1-1 coordinator to serve as the administrative coordinator for all public safety answering points participating in the countywide 9-1-1 final plan described in section 128.03 of the Revised Code and shall also serve as a liaison with other county coordinators and the 9-1-1 program office.*

By Resolution 22-0163 the Warren County Commissioners appointed Paul Kindell 911 Coordinator.

Contact Information:

Paul Kindell
Director
Warren County Telecom
500 Justice Drive
Lebanon, Ohio 45036
paul.kindell@wcoh.net
513-695-1318

128.25 *Each county shall provide a single point of contact to the 9-1-1 program office who has the authority to assist in location-data discrepancies, 9-1-1 traffic misroutes, and boundary disputes between public safety answering points.*

The single point of contact for 911 traffic misroutes and boundary disputes is Joshua Moyer.

Contact Information:

Joshua Moyer
Public Safety Systems Manager
Warren County Telecom
500 Justice Drive
Lebanon, Ohio 45036
joshua.moyer@wcoh.net
513-695-2823

For faster service email help@wcoh.net to open a ticket or call 513-695-HELP (4357)

128.57 *County systems receiving disbursements to provide wireless 9-1-1 service. Are the PSAPs receiving funds directly and/or indirectly benefiting from county funds?*

Each PSAP receives direct wireless funds and also benefits indirectly from County Funds. Warren County provides at a minimum trunking, the core 911 system and backup system, maintenance contracts on the cores, and technology refresh upgrades to the core systems.

(B)(1) The 9-1-1 program review committee shall send a copy of the final plan to:

(a) To the board of county commissioners of the county, to the legislative authority of each municipal corporation in the county, and to the board of township trustees of each township in the county either by certified mail or, if the committee has record of an internet identifier of record associated with the board or legislative authority, by ordinary mail and by that internet identifier of record; and

(a) Warren County Commissioners

Municipal Corporations	Board of Township Trustees
Blanchester	Clearcreek Township
Butler	Deerfield Township
Carlisle	Franklin Township
Corwin	Hamiton Township
Franklin	Harlan Township
Harveysburg	Massie Township
Lebanon	Salem Township
Loveland	Turtlecreek Township
Maineville	Union Township
Mason	Washington Township
Middletown	Wayne Township
Monroe	
Morrow	
Pleasant Plain	
South Lebanon	
Springboro	
Waynesville	

(b) To the board of trustees, directors, or park commissioners of each subdivision that will be served by a public safety answering point under the plan.

(b) Warren County Park Board

(2) The 9-1-1 program review committee shall file a copy of its current final plan with the Ohio 9-1-1 program office not later than six months after the effective date of this amendment (4/3/2024). Any revisions or amendments shall be filed not later than ninety days after adoption.

(C) As used in this section, "internet identifier of record" has the same meaning as in section 9.312 of the Revised Code.

128.08 (A) *Within sixty days after receipt of the final plan pursuant to division (B)(1) of section 128.07 of the Revised Code, the board of county commissioners of the county and the legislative authority of each municipal corporation in the county and of each township whose territory is proposed to be included in a countywide 9-1-1 system shall act by resolution to approve or disapprove the plan, except that, with respect to a final plan that provides for funding of the 9-1-1 system in part through charges imposed under section 128.35 of the Revised Code, the board of county commissioners shall not act by resolution to approve or disapprove the plan until after a resolution adopted under section 128.35 of the Revised Code has become effective as provided in division (D) of that section. Each such authority immediately shall notify the board of county commissioners in writing of its approval or disapproval of the final plan. Failure by a board or legislative authority to notify the board of county commissioners of approval or disapproval within such sixty-day period shall be deemed disapproval by the board or authority.*

(B) *As used in this division, "county's population" excludes the population of any municipal corporation or township that, under the plan, is completely excluded from 9-1-1 service in the county's final plan. A countywide plan is effective if all of the following entities approve the plan in accordance with this section:*

(1) The board of county commissioners;

(2) The legislative authority of a municipal corporation that contains at least thirty per cent of the county's population, if any;

(3) The legislative authorities of municipal corporations and townships that contain at least sixty per cent of the county's population or, if the plan has been approved by a municipal corporation that contains at least sixty per cent of the county's population, by the legislative authorities of municipal corporations and townships that contain at least seventy-five per cent of the county's population.

(C) After a countywide plan approved in accordance with this section is adopted, all of the telephone companies, subdivisions, and regional councils of governments included in the plan are subject to the specific requirements of the plan and to this chapter.

Warren County 911 Policies

1. Testing: Each PSAP or designee shall test the integrity of each fiber and microwave network circuit to their PSAP on the first Wednesday of each month unless pre-empted by an incident or severe weather. If pre-empted, the network shall be tested on the next available day.

2. Testing: Telecom will test the incoming fiber circuits from Indigital once per quarter with the assistance of Indigital.

3. Assistance: for buttons, speed dials, accounts, screen layout, and password resets, each PSAP shall open a ticket directly with Indigital to receive assistance.

4. PSAP Equipment Trouble: In the event of trouble with 911 equipment in the PSAP, such as bad screen, bad PC, bad keyboard, etc. The PSAP shall directly open a ticket with Indigital for repairs. Warren County ECC will create a Dispatch Problem Report with Telecom.

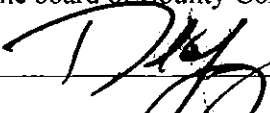
5. 911 System trouble: In the event of trouble with the 911 system, such as calls not ringing in, multiple terminals down, etc. Notify Telecom for assistance.

6. In the event of network trouble, Telecom will assist the PSAPs with technical assistance to support Indigital, Mobilcomm, and Crown Castle. The PSAPs are responsible for any call out fees associated with trouble in their circuits.

**911 Program Review Committee
911 Final Plan Approval**

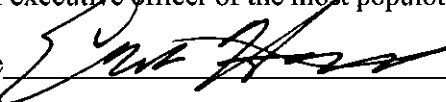
1. David Young, Warren County Board of Commissioners

A member of the board of County Commissioners, or a designee, Chairperson

Signature  Date 2/27/2024

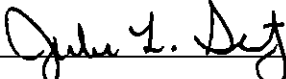
2. Eric Hansen, City Manager Mason Ohio

The chief executive officer of the most populous municipal corporation in the county.

Signature  Date 2/27/2024

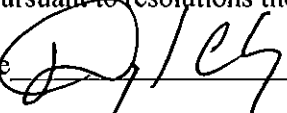
3. Julie Seitz, Deerfield Township Ohio

A member of the board of township trustees of the most populous township in the county as selected by majority vote of the board of trustees.

Signature  Date 2/27/2024

4. Darryl Cordrey

A member of a board of township trustees selected by the majority of boards of township trustees in the county pursuant to resolutions they adopt.

Signature  Date 2/27/2024

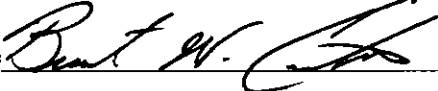
5. No appointment

A member of the legislative authority of a municipal corporation in the county selected by the majority of the legislative authorities of municipal corporations in the county pursuant to resolutions they adopt.

Signature _____ Date _____

6. Brent Centers, Mayor Franklin Ohio

(6) An elected official from within the county appointed by the board of County Commissioners.

Signature  Date 2/27/2024

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

Resolution

Number 24-0140

Adopted Date January 23, 2024

RE-ESTABLISHING THE COUNTYWIDE 911 PLANNING COMMITTEE AS THE COUNTYWIDE 9-1-1 PROGRAM REVIEW COMMITTEE TO AMEND THE COUNTYWIDE 9-1-1 FINAL PLAN

WHEREAS, pursuant O.R.C. Section 128.06 the Board of Warren County Commissioners is authorized to re-establish the Countywide 911 Planning Committee as the Countywide 9-1-1 Program Review Committee to consider making necessary adjustments and/or amendments to the Countywide 9-1-1 Final Plan; and,

WHEREAS, pursuant to O.R.C. Section 128.06, the following individuals must be designated to serve on the Countywide 9-1-1 Planning Committee:

1. A member of the Board of County Commissioners, or a designee, who shall serve as chairperson of the committee.
2. The chief executive officer of the most populous municipal corporation in the county.
3. A member of the board of township trustees of the most populous township in the county as selected by majority vote of the board of trustees.
4. A member of a board of township trustees selected by the majority of boards of township trustees in the county pursuant to resolutions they adopt.
5. A member of the legislative authority of a municipal corporation in the county selected by the majority of the legislative authorities of municipal corporations in the county pursuant to resolutions they adopt.
6. An elected official from within the county appointed by the Board of County Commissioners.

WHEREAS, a meeting for the Countywide 9-1-1 Planning Committee is required to be held within 30 days of resolution signature and future meetings as called by the County 911 Coordinator.

NOW THEREFORE, BE IT RESOLVED, that the Warren County Countywide 9-1-1 Planning Committee is hereby re-established to consider amendments to the Countywide 9-1-1 Final Plan and the County 911 Coordinator is instructed to proceed immediately to take all steps necessary to secure the appointment of Committee members pursuant to O.R.C. Section 128.06.

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

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

Resolution adopted this 23rd day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Telecommunications (file)
Appointment file

L. Lander

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

Resolution

Number 24-0141

Adopted Date January 23, 2024

APPOINTING MEMBERS TO THE COUNTYWIDE 9-1-1 PROGRAM REVIEW COMMITTEE

WHEREAS, pursuant to Resolution #24-0140, adopted January 23, 2024, this Board re-established the Countywide 9-1-1 Program Review Committee (FKA Countywide 9-1-1 Planning Committee); and

WHEREAS, pursuant to O.R.C. Section 128.06, a member of the Board of County Commissioners or their designee shall serve as chairperson of the committee; and

WHEREAS, pursuant to O.R.C. Section 128.06, the Board of County Commissioners shall also appoint an elected official from within the county.

NOW THEREFORE BE IT RESOLVED, to make the following appointments to the Countywide 9-1-1 Program Review Committee for an indefinite term:

- David G. Young – Warren County Commissioner
- Brent Centers, Mayor – City of Franklin

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

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

Resolution adopted this 23rd day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Telecom (file)
Appointments file
Appointees
L. Lander



**RESOLUTION 24-01-29
TURTLECREEK TOWNSHIP
WARREN COUNTY, OHIO**

A Resolution to appoint Darryl Cordrey to the Warren County 911 Program Review Committee

Whereas, Chapter 128 of the Ohio Revised Code requires a newly drafted countywide 911 plan for implementing and operating a countywide 911 system to be submitted to the State of Ohio 911 Program Office; and,

Whereas, Section 128.06 of the Ohio Revised Code requires a county 911 program review committee to maintain and amend said final plan, and the county 911 program review committee shall include a member of a board of trustees selected by the majority of the boards of the township trustees in Warren County pursuant to resolution; and,

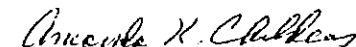
Whereas, Trustee Cordrey of Hamilton Township Board of Trustees has volunteered to serve on the Warren County 911 Program Review Committee.

Now therefore be it resolved, to select Darryl Cordrey of Hamilton Township Board of Trustees to serve as a member of the Warren County 911 Program Review Committee.

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

Trustee Sams	YEA
Trustee VanDeGrift	YEA
Trustee Jones	YEA

Resolution adopted this 30th day of January, 2024.



Fiscal Officer

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on January 17, 2024, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Darryl Cordrey – Trustee, *Chair*
Joseph P. Rozzi – Trustee, *Vice Chair*
Mark Sousa – Trustee

Mr. Cordrey introduced the following resolution and moved its adoption:

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 24-0117F**

A RESOLUTION TO APPOINT TRUSTEE DARRYL CORDREY OF HAMILTON TOWNSHIP BOARD OF TRUSTEES TO THE WARREN COUNTY 911 PROGRAM REVIEW COMMITTEE

WHEREAS, Chapter 128 of the Ohio Revised Code requires a newly drafted countywide 911 plan for implementing and operating a countywide 911 system to be submitted to the State of Ohio 911 Program Office; and,

WHEREAS, Section 128.06 of the Ohio Revised Code requires a county 911 program review committee to maintain and amend said final plan, and the county 911 program review committee shall include a member of a board of trustees selected by the majority of the boards of the township trustees in Warren County pursuant to resolution; and,

WHEREAS, Trustee Cordrey of Hamilton Township Board of Trustees has volunteered to serve on the Warren County 911 Program Review Committee.

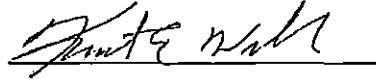
NOW THEREFORE BE IT RESOLVED, to select Darryl Cordrey of Hamilton Township Board of Trustees to serve as a member of the Warren County 911 Program Review Committee.

Mr. Rozzi seconded the Resolution and the following being called upon the question of its adoption, the vote resulted as follows:

Joseph P. Rozzi –	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Mark Sousa	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Darryl Cordrey	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>

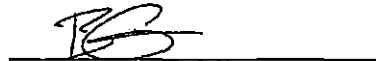
Resolution adopted this 17th day of January, 2024.

Attest:



Kurt Weber, Fiscal Officer

Approved as to form:



Benjamin J. Yoder, Law Director

I, Kurt Weber, Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on January 17, 2024.

Date: 1/17/2024



Kurt Weber, Fiscal Officer

Board of Township Trustees
Franklin Township, Warren County Ohio

Resolution No. 01-01242024
Adopted Date January 24, 2024

A Resolution to appoint Darryl Cordrey to the Warren County 911 Program Review Committee

Whereas, Chapter 128 of the Ohio Revised Code requires a newly drafted countywide 911 plan for implementing and operating a countywide 911 system to be submitted to the State of Ohio 911 Program Office; and,

Whereas, Section 128.06 of the Ohio Revised Code requires a county 911 program review committee to maintain and amend said final plan, and the county 911 program review committee shall include a member of a board of trustees selected by the majority of the boards of the township trustees in Warren County pursuant to resolution; and,

Whereas, Trustee Darryl Cordrey of the Hamilton Township Board of Trustees has volunteered to serve on the Warren County 911 Program Review Committee.

Now therefore be it resolved, to select Darryl Cordrey of Hamilton Township Board of Trustees to serve as a member of the Warren County 911 Program Review Committee.

The foregoing resolution moved for adoption by Trustee Jennings, being seconded by Trustee Rose. Upon call of the roll, the following vote resulted:

Trustee Shane Centers - Yes
Trustee Rob Rose - Yes
Trustee Matt Jennings- Yes

Resolution adopted this 24th day of January, 2024.



Scot Fromeyer Fiscal Officer

Board of Township Trustees
Union Township, Warren County Ohio

Resolution No. 01-19-2024-01
Adopted Date 1-19-2024

A Resolution to appoint Darryl Cordrey to the Warren County 911 Program Review Committee

Whereas, Chapter 128 of the Ohio Revised Code requires a newly drafted countywide 911 plan for implementing and operating a countywide 911 system to be submitted to the State of Ohio 911 Program Office; and,

Whereas, Section 128.06 of the Ohio Revised Code requires a county 911 program review committee to maintain and amend said final plan, and the county 911 program review committee shall include a member of a board of trustees selected by the majority of the boards of the township trustees in Warren County pursuant to resolution; and,

Whereas, Trustee Cordrey of Hamilton Township Board of Trustees has volunteered to serve on the Warren County 911 Program Review Committee.

Now therefore be it resolved, to select Darryl Cordrey of Hamilton Township Board of Trustees to serve as a member of the Warren County 911 Program Review Committee.

The foregoing resolution moved for adoption by FRED Vonderhaar, being seconded by Chris Koch. Upon call of the roll, the following vote resulted:

Trustee Koch — yes
Trustee Cokerham — yes
Trustee Vonderhaar — yes

Resolution adopted this 19th day of January, 2024.

Shelley Jamb
Fiscal Officer

RESOLUTION 5485
CLEARCREEK TOWNSHIP TRUSTEES
Warren County, Ohio
January 22, 2024

**A RESOLUTION TO APPOINT HAMILTON TOWNSHIP TRUSTEE DARRYL CORDREY
TO THE WARREN COUNTY 911 PROGRAM REVIEW COMMITTEE AND DISPENSING
WITH THE SECOND READING**

WHEREAS, Chapter 128 of the Ohio Revised Code requires a newly drafted countywide 911 plan for implementing and operating a countywide 911 system to be submitted to the State of Ohio 911 Program Office; and,

WHEREAS, Section 128.06 of the Ohio Revised Code requires a county 911 program review committee to maintain and amend said final plan, and the county 911 program review committee shall include a member of a board of trustees selected by the majority of the boards of the township trustees in Warren County pursuant to resolution; and,

WHEREAS, Township Trustee, Darryl Cordrey of the Hamilton Township Board of Trustees has volunteered to serve on the Warren County 911 Program Review Committee.

NOW THEREFORE, BE IT RESOLVED, by the Board of Clearcreek Township Trustees, that Township Trustee, Darryl Cordrey of the Hamilton Township Board of Trustees is confirmed by this Board to serve as a member of the Warren County 911 Program Review Committee.; and,

BE IT FURTHER RESOLVED, by the Board of Clearcreek Township Trustees upon majority vote hereby dispenses with the requirement that this Resolution be read on two separate days, and authorizes the adoption of this Resolution upon its first reading; and,

Mr. GABBARD moved to adopt the foregoing Resolution. Mr. WADE seconded the motion and upon the call of the roll the following vote resulted:

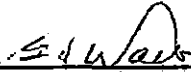
Mr. Wade	-	<i>Ed Wade</i>	YEA
Mr. Gabbard	-	<i>J. Gabbard</i>	YEA
Mr. Muterspaw	-		

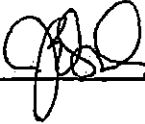
RESOLUTION 5485
CLEARCREEK TOWNSHIP TRUSTEES
Warren County, Ohio
January 22, 2024

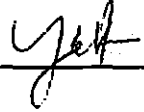
Resolution adopted at a regular public meeting conducted January 22, 2024.

**THE BOARD OF
CLEARCREEK TOWNSHIP TRUSTEES**

Law Director Bryan Pacheco
Approved as to form







RESOLUTION 2024-01
BOARD OF TOWNSHIP TRUSTEES
SALEM TOWNSHIP, OHIO

RESOLUTION

NUMBER 2024-01

ADOPTED DATE January 23, 2024

Board of Township Trustees of Salem Township, Warren County Ohio

A Resolution to appoint Darryl Cordrey to the Warren County 911 Program Review Committee

Whereas, Chapter 128 of the Ohio Revised Code requires a newly drafted countywide 911 plan for implementing and operating a countywide 911 system to be submitted to the State of Ohio 911 Program Office; and,

Whereas, Section 128.06 of the Ohio Revised Code requires a county 911 program review committee to maintain and amend said final plan, and the county 911 program review committee shall include a member of a board of trustees selected by the majority of the boards of the township trustees in Warren County pursuant to resolution; and,

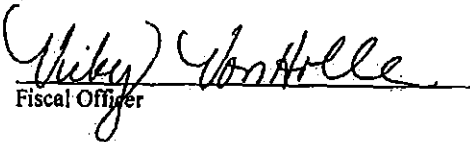
Whereas, Trustee Ralph Blanton of Salem Township Board of Trustees has volunteered to serve on the Warren County 911 Program Review Committee.

Now therefore be it resolved, to select Darryl Cordrey of Hamilton Township Board of Trustees to serve as a member of the Warren County 911 Program Review Committee.

The foregoing resolution moved for adoption by Ralph Blanton, being seconded by Heath Kilburn. Upon call of the roll, the following vote resulted:

Trustee Susan Ramsey - yea
Trustee Ralph Blanton - yea
Trustee Heath Kilburn - yea

Resolution adopted this 23rd day of January, 2024.


Fiscal Officer

Board of Township Trustees
Harlan Township, Warren County Ohio

Resolution No. 011724-2
Adopted Date January 17, 2024

A Resolution to appoint Mr. Porginski to the Warren County 911 Program Review Committee

Whereas, Chapter 128 of the Ohio Revised Code requires a newly drafted countywide 911 plan for implementing and operating a countywide 911 system to be submitted to the State of Ohio 911 Program Office; and,

Whereas, Section 128.06 of the Ohio Revised Code requires a county 911 program review committee to maintain and amend said final plan, and the county 911 program review committee shall include a member of a board of trustees selected by the majority of the boards of the township trustees in Warren County pursuant to resolution; and,

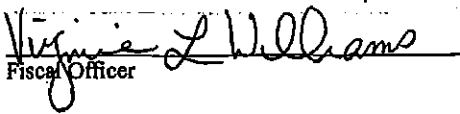
Whereas, Trustee Porginski of Harlan Township Board of Trustees has volunteered to serve on the Warren County 911 Program Review Committee.

Now therefore be it resolved, to select Mr. Porginski of Harlan Township Board of Trustees to serve as a member of the Warren County 911 Program Review Committee.

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

Trustee _ Mr. Porginski yes
Trustee _ Mr. Curran yes
Trustee _ Mr. Shelton yes

Resolution adopted this 17 day of January, 2024.


Fiscal Officer

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

Resolution

Number 24-0318

Adopted Date March 05, 2024

AUTHORIZE PRESIDENT OF THE BOARD TO SIGN PERMIT APPLICATION FROM THE OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL FOR AN EVENT AT THE WARREN COUNTY FAIRGROUNDS

WHEREAS, the Warren County Agricultural Society is holding an event at the Warren County Fairgrounds on April 20, 2024.


NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign an F-2 Permit Application from the Ohio Department of Commerce, Division of Liquor Control, on behalf of the Warren County Agricultural Society for the purpose of obtaining a liquor license for an event being held at the Warren County Fairgrounds; copy of said application is attached hereto and made a part hereof.

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc:

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

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

Resolution

Number 24-0319

Adopted Date March 05, 2024

ADVERTISING FOR ELECTRONIC SEALED BIDS FOR THE PURCHASE OF 29,000 TONS OF BULK ICE CONTROL SALT

BE IT RESOLVED, to advertise for Electronic Sealed bids for the purchase of 29,000 Tons of Bulk Ice Control Salt; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Website, beginning the week of March 10, 2024; sealed bid package due to the County by 2:00 p.m., March 26, 2024; electronic sealed bids to begin April 5, 2024 @ 10:00 a.m.

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

KPA

cc: Engineer (file)
OMB Bid file

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

Resolution

Number 24-0320

Adopted Date March 05, 2024

**ENTERING INTO CONTRACT WITH DDK CONSTRUCTION. FOR THE MCCLURE ROAD
BRIDGE REHABILITATION PROJECT**

WHEREAS, pursuant to Resolution #24-0217 dated February 13, 2024, this Board approved a Notice of Intent to Award Bid for the McClure Road Bridge Rehabilitation Project to DDK Construction, for a total bid price of \$507,530.50; and

WHEREAS, all documentation, including performance bonds, insurance certificates, etc., has been submitted by the contractor.

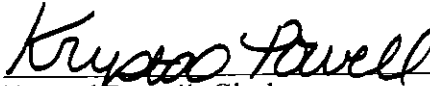
NOW THEREFORE BE IT RESOLVED, to enter into contract with DDK Construction, 7259 Dog Trot Road, Cincinnati, Ohio 45248, for a total bid price of \$507,530.50; as attached hereto and made a part hereof.

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

JS/

cc: c/a— DDK Construction
Engineer (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 5 day of March, 2024, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **DDK Construction, 7259 Dog Trot Road, Cincinnati, OH 45248**, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

McClure Road Bridge #71-0.39 Rehabilitation Project

hereinafter called the project, for the sum of **\$507,530.50, (Five hundred seven thousand, five hundred thirty dollars and fifty cents)**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

- Proposal Price (Bid) Sheet
- Exception Sheet
- Bidder Identification
- A) Invitation to Bidders
- B) General Instruction to Bidders
- C) Non- Collusion Affidavit
- D) Bid Guaranty & Contract Bond
- E) Performance Bond
- F) Contract
- G) Bonding & Insurance Requirements
- H) Experience Statement
- I) Affidavit of Non-Delinquency of Real and/or Personal Property Tax
- J) Equal Employment Opportunity Requirements, Bid Conditions and Non-discrimination and Equal Employment Opportunity Affidavit
- K) Findings for Recovery Affidavit Wage Rate Determination
- L) Wage Rate Determination
- M) Special Provision/Technical Specifications

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project after the written notice to proceed has been issued and within 12 weeks after construction has started. The Contractor further agrees to pay, as liquidated damages, the sum of \$400.00 for each consecutive calendar day thereafter.

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

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

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

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

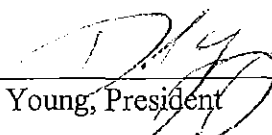
The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

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

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

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

WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)



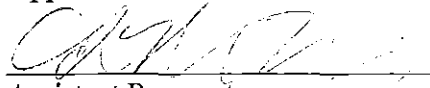
David G. Young, President

(Seal)
ATTEST:

By: _____
Douglas A. Deidt
Name and Title

President

Approved as to Form:



Assistant Prosecutor
Adam M. Vice

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

Resolution

Number 24-0321

Adopted Date March 05, 2024

ADVERTISING FOR BIDS FOR THE STEPHENS ROAD BRIDGE #158-0.92 REPLACEMENT PROJECT (WAR-TR 158-0.92)

BE IT RESOLVED, to advertise for bids for the Stephens Road Bridge #158-0.92 Replacement Project (WAR-TR 158-0.92) for the County Engineer; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for three (3) consecutive weeks on the Warren County website, beginning the week of March 17, 2024; bid opening to be April 9, 2024 @ 9:30 a.m.

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

KP/

cc: Engineer (file)
OMB Bid file

Resolution

Number 24-0322

Adopted Date March 05, 2024

APPROVING NOTICE OF INTENT TO AWARD BID TO MOODY'S OF DAYTON, INC. FOR THE 2024 WELL REDEVELOPMENT PROJECT

WHEREAS, bids were closed at 11:00 a.m., on February 29, 2024, and the bids received were opened and read aloud for the 2024 Well Redevelopment Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Kathryn Gilbert, Water/Sewer Engineer, Moody's of Dayton, Inc. has been determined to be the lowest and best bidder.

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Water and Sewer, that it is the intent of this Board to award the contract to, Moody's of Dayton, Inc., 4359 Infirmary Road, Miamisburg, Ohio 45342 for a total bid price of \$283,441.00; and

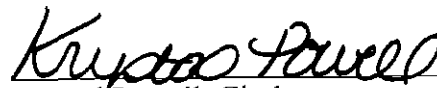
BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Engineer (file)
OMB Bid file

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

Resolution

Number 24-0323

Adopted Date March 05, 2024

APPROVING AMENDMENT NO. 1 – DEMOLITION, TO THE GUARANTEED MAXIMUM PRICE TO THE DESIGN-BUILD CONTRACT WITH HGC CONSTRUCTION FOR THE NEW WARREN COUNTY COURT PROJECT

WHEREAS, pursuant to Resolution #24-0288, adopted February 27, 2024, this Board (Owner) entered into contract with HGC Construction, Design Builder (DB) for design-build services on the new Warren County Court Project, with the understanding that Guaranteed Maximum Prices (GMP) for demolition and construction would be added to the agreement by amendments; and

WHEREAS, HGC Construction has proposed a GMP of \$1,195,471 for the demolition stage of the project; and

WHEREAS, the demolition GMP will allow the DB to begin site work and demolition prior to proposal of a construction GMP amendment, which will occur after Owner approval of the construction drawings; and

WHEREAS, this Board wishes to accept the DB's demolition GMP and authorize execution of the amendment adding the GMP to the existing agreement with the DB.

NOW THEREFORE BE IT RESOLVED, that this Board accepts HGC Construction's demolition GMP in the amount of \$1,195,471 and approves Amendment No. 1 – Demolition, to the agreement with HGC Construction in substantially the form provided, with the demolition GMP in the amount set forth herein, as attached hereto and made a part hereof.

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—HGC Construction
Facilities Management (file)
Project file

Document 00 53 53 - GMP Amendment (Design-Build Project)
State of Ohio Standard Requirements for Public Facility Construction

GMP Amendment No. 1 - Demolition

The State of Ohio, acting by and through the Contracting Authority, and the DB enter into this Amendment as of the date set forth below to amend the Contract they entered into as of «insert date of Agreement» in connection with the Project known as:

Project Number: «351-01»
Project Name: «Warren County Court»
Owner: «Warren County Commissioners»
Contracting Authority: «Warren County Commissioners»
Design-Builder (“DB”): «HGC Construction»

ARTICLE 1 - CONTRACT SUM AND RELATED ITEMS FOR THIS AMENDMENT

1.1 The Contract Sum is \$«1,195,471», which is the sum of the estimated Cost of the Work, plus the DB’s Contingency, plus the Construction Stage Design-Services Fee, plus the DB’s Fee as follows:

1.1.1 The estimated Cost of the Work is \$«1,109,939», which includes all Allowances (if any) and Unit Prices (if any) defined through this Amendment, and is the sum of:

- 1.1.1.1 DB’s Construction Stage Personnel Costs in the amount of \$«225,715», which amount shall not exceed \$«670,500»;
- 1.1.1.2 General Conditions Costs in the amount of \$«36,680», which shall not exceed \$«217,369»;
 .1 Since the date of the Agreement, the scope of the General Conditions Work has been increased as follows:
 «General Conditions work has actually decreased due to owner providing temporary construction office for DB staff».
 .2 On account of the increase in the scope of the General Conditions Work, the General Conditions Costs cap stated in the Agreement is hereby changed to \$«N/A».
- 1.1.1.3 all Work the DB proposes to provide through Subcontractors in the amount of \$«831,544»;
- 1.1.1.4 all Work the DB proposes to self-perform directly or through a DB Affiliated Entity in the amount of \$«16,000», which amount does not include any costs accounted for under the DB’s Construction Stage Personnel Costs or General Conditions Costs.

1.1.2 The DB’s Contingency in the amount of \$«27,511», which shall not exceed «2.50» percent of the above-identified Cost of the Work.

Delete Section 0 completely if it is not applicable.

1.1.3 The Construction Stage Design-Services Fee in the amount of \$«12,408», which shall not exceed «1.10» percent of the sum of the above-identified Cost of the Work plus the above-identified DB’s Contingency.

1.1.4 The DB’s Fee in the amount of \$«45,615», which shall not exceed «4.00» percent of the sum of the Cost of the Work plus the DB’s Contingency plus the Construction Stage Design-Services Fee, all as identified above.

1.2 Recap of Contract Sum and Related Items:

Compensation Component Description refer to complete description in the Section of this GMP Amendment referenced below	Current Amount before execution of this GMP Amendment	Increase(Decrease) amount added to or (deducted from) Current Amount	Amended Amount after execution of this GMP Amendment
1.1 Contract Sum	\$«0.00»	\$«1,195,471»	\$«1,195,471»
1.1.1 Estimated Cost of the Work	\$«0.00»	\$«1,109,939»	\$«1,109,939»
1.1.1.1 Personnel Costs	\$«0.00»	\$«225,715 »	\$«225,715 »

Work to labor and materials/equipment organized by trade categories and (2) does not contain a lump-sum estimate for any item other than the DB's Fee and the DB's Contingency. This exhibit is informational only. It is included to provide a tool to evaluate, analyze, and discuss the proposed Contract Sum.)

3.1.4 Project Schedule attached as GMP Exhibit D;

3.1.5 Construction Progress Schedule attached as GMP Exhibit E;

3.1.6 Staffing Plan attached as GMP Exhibit F;

(This exhibit includes the DB's detailed plan for staffing the Project during the Construction Stage and an outline of the qualifications and experience of the DB's proposed project manager and proposed superintendent, including references, unless the DB previously submitted that information and the DB's project manager and superintendent were approved.)

3.1.7 Subcontractor Work Scopes attached as GMP Exhibit G;

(This exhibit includes a detailed scope-of-Work description for each anticipated Subcontract.)

3.1.8 Scope of DB's Self-Performed Work attached as GMP Exhibit H;

(This exhibit includes a detailed scope-of-Work description for all trade Work the DB proposes to perform itself or through a DB Affiliated Entity if the requirements in the Contract are met; otherwise this scope of Work will be performed by a Subcontractor.)

3.1.9 Schedule of Allowances attached as GMP Exhibit I (if applicable);

(This exhibit includes a complete list and detailed description of all Allowance Items with related measurement and payment terms.)

3.1.10 Schedule of Unit Prices attached as GMP Exhibit J (if applicable);

(This exhibit includes a complete list and detailed description of all Unit Price items with related measurement and payment terms.)

3.1.11 Schedule of Alternates attached as GMP Exhibit K (if applicable); and

(This exhibit includes a complete list and detailed description of all Alternates with related measurement and payment terms.)

3.1.12 Schedule of Incentives and Shared Savings attached as GMP Exhibit L (if applicable).

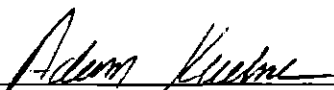
(This exhibit includes a detailed description of all performance incentives/bonuses applicable to the Work including related measurement/entitlement and payment terms.)

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth below:

«HGC Construction»


**OWNER
WARREN COUNTY COMMISSIONERS**



Signature
Adam Kuehne

Printed Name
President

Title

* 

Signature
David G. Young

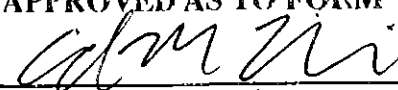
Printed Name
County Commissioner

Title
3/5/24

Date

APPROVED AS TO FORM

END OF DOCUMENT



Adam M. Nico
Asst. Prosecuting Attorney



Demolition Design Statement

The County Court of Warren County requires a new location to house various public and administrative functions. These functions include office suites (Probation, Clerk of Courts, Judges, and Jury), Courts and associated spaces. The work will be completed in multiple phases to accommodate the construction of the new Court facility while maintaining operations of the existing facility.

Phase 1 includes demolition of the existing SWAT Facility (approximately 3,400 square feet) and partial demolition of the vacant jail (approximately 38,000 square feet). Utilities will be relocated to maintain operations at the existing Courts building. Site demolition includes the eastern portion of the parking lots. Site utilities will be removed and capped.

The site will then be prepared for construction of the new Warren County Courts Facility. Additional phases include the construction of the new Court Facility, demolishing the remainder of the existing Court/Jail, and final site and parking completion.

DRAWINGS				
Discipline	Drawing No.	Drawing Title	Drawing Date	Set Name
General	G-000	COVER SHEET	12/15/2023	Demo Issue for Bid
Civil	VF101	EXISTING SITE PLAN – PHASE 1	12/15/2023	Demo Issue for Bid
Civil	VF102	EXISTING SITE PLAN – PHASE 2	12/15/2023	Demo Issue for Bid
Civil	CD101	DEMOLITION PLAN – PHASE 1	01/09/2024	Addendum 1
Civil	CD102	DEMOLITION PLAN – PHASE 2	01/09/2024	Addendum 1
Civil	CG101	GRADING PLAN – PHASE 1	01/09/2024	Addendum 1
Civil	CG102	GRADING PLAN – PHASE 2	01/09/2024	Addendum 1
Civil	CG501	DETAILS	12/15/2023	Demo Issue for Bid
Architectural	AD101	DEMOLITION FLOOR PLAN – PHASE 1	12/15/2023	Demo Issue for Bid
Architectural	AD102	DEMOLITION ROOF PLAN – PHASE 1	12/15/2023	Demo Issue for Bid
Architectural	AD103	DEMOLITION FLOOR PLAN – PHASE 3	12/15/2023	Demo Issue for Bid
Architectural	A-101	FLOOR PLAN – PHASE 1	12/15/2023	Demo Issue for Bid
Architectural	A-102	ROOF PLAN – PHASE 1	12/15/2023	Demo Issue for Bid
Architectural	A-301	EXISTING SECTION AND ELEVATION	12/15/2023	Demo Issue for Bid
Plumbing	PD101	PLUMBING DEMOLITION PLAN – PHASE 3	12/15/2023	Demo Issue for Bid
Mechanical	MD101	MECHANICAL DEMOLITION PLAN – PHASE 1	12/15/2023	Demo Issue for Bid
Mechanical	MD102	MECHANICAL DEMOLITION PLAN – PHASE 3	12/15/2023	Demo Issue for Bid
Electrical	ED101	ELECTRICAL DEMOLITION PLAN – PHASE 1	12/15/2023	Demo Issue for Bid
Electrical	ED102	ELECTRICAL DEMOLITION PLAN – PHASE 3	12/15/2023	Demo Issue for Bid

SPECIFICATIONS			
Section	Description	Issued Date	Set
Division 02 - Existing Conditions			
02 41 16	Structure Demolition	12/15/2023	Demo Issue for Bid
02 41 19	Selective Demolition	12/15/2023	Demo Issue for Bid

OTHER DOCUMENTS			
Item	Author	Issued Date	Description
Asbestos Survey	Sierra Environmental Group	12/01/2023	Pre-Demolition Asbestos Inspection



GMP Exhibit B - Assumptions & Clarifications

- a. Hazardous materials beyond those identified.
 - b. Underground impact items including but not limited to:
 - i. Buildings
 - ii. Tunnels
 - iii. Utilities
 - iv. Foundations
 - v. Wells
 - vi. Storage Tanks – Fuel, Water, Cisterns, etc.
21. The following items are not included in the Project Cost and may be included as part of the Owner’s overall development cost.
- a. Builder’s Risk Insurance
 - b. Providing any special protective bonds for current site and/or adjacent public or private property.
 - c. All gas, sewer and water tap fees, capacity charges, and production charges.
 - d. Phone and telecom services fees.
22. Temporary electric is included as necessary. Utility consumption shall be by Owner.
23. Well point dewatering is not included. General surface rain-water dewatering is included.
24. Price is contingent on the current availability of certain materials. In the event a world health organization declared global pandemic affects the material lead-time and our supply chain, our price and schedule is subject to change.
25. Limited Contractor parking will be available on site.
26. City of Lebanon Tap fees and MSD Impact Fees, or any special inspection fees are excluded for domestic and fire water service.
27. Includes Final Cleaning at the conclusion of the project.

Division 02 Demolition

- 1. GMP includes the demo of the existing jail, county court, and shooting range buildings in various phases.
- 2. Abatement work is included in the GMP as identified in the 12/01/2023 pre-demolition asbestos inspection by Sierra Environmental Group, Inc. This GMP is also based on taking the concrete, mastic, and floor tile debris to a Construction & Demolition landfill, which can accept the mastic identified in the report.
- 3. GMP price is based upon the scrap value of items visible at the pre-construction walk thru on 01/03/2024.

Division 03 Concrete (N/A)

Division 04 Masonry (N/A)

Division 05 Steel (N/A)

Division 06 Carpentry (N/A)

- 1. Includes end closure of existing jail/county court building that remains until phase 3.

Division 07 Moisture Protection

- 1. Includes end closure of existing jail/county court building that remains until phase 3.

Division 08 Glass and Glazing (N/A)

Division 09 Drywall (N/A)

- 1. Includes end closure of existing jail/county court building that remains until phase 3.

Division 10 Accessories (N/A)

Division 11 (N/A)

Division 12 Manufactured Casework (N/A)

Division 13 (N/A)

Division 14 (N/A)

Division 21 Fire Protection (N/A)



Demo GMP Project Estimate

Group	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
0000.00	General Conditions Allowance			
	Temporary Facilities - Trailers & Sanitary Facilities	18.00 mo	1,112.00 /mo	20,016
	Jobsite Trailer Utilities	18.00 mo	600.00 /mo	<u>10,800</u>
	General Conditions Allowance			30,816
0240.00	Demolition			
	Phase 1 Demolition	159,000.00 sf	3.50 /sf	556,500
	Phase 2 Demolition	66,000.00 sf	3.50 /sf	231,000
	Phasing of Demo Allowance	1.00 ls	50,000.00 /ls	<u>50,000</u>
	Demolition		/sf	837,500
0610.00	General Trades			
	Temporary Protection	1.00 ls	15,000.00 /ls	<u>15,000</u>
	General Trades			15,000
2510.00	Plumbing & HVAC			
	Demo HVAC Re-Feed	1.00 ls	10,000.00 /ls	10,000
	Temporary Protection Court Building	1.00 ls	50,000.00 /ls	<u>50,000</u>
	Plumbing & HVAC			60,000
3370.00	Electric			
	Temp/Refeed Utilities	1.00 ls	50,000.00 /ls	50,000
	Re-feed existing Admin Building	1.00 ls	115,000.00 /ls	<u>115,000</u>
	Electric			165,000

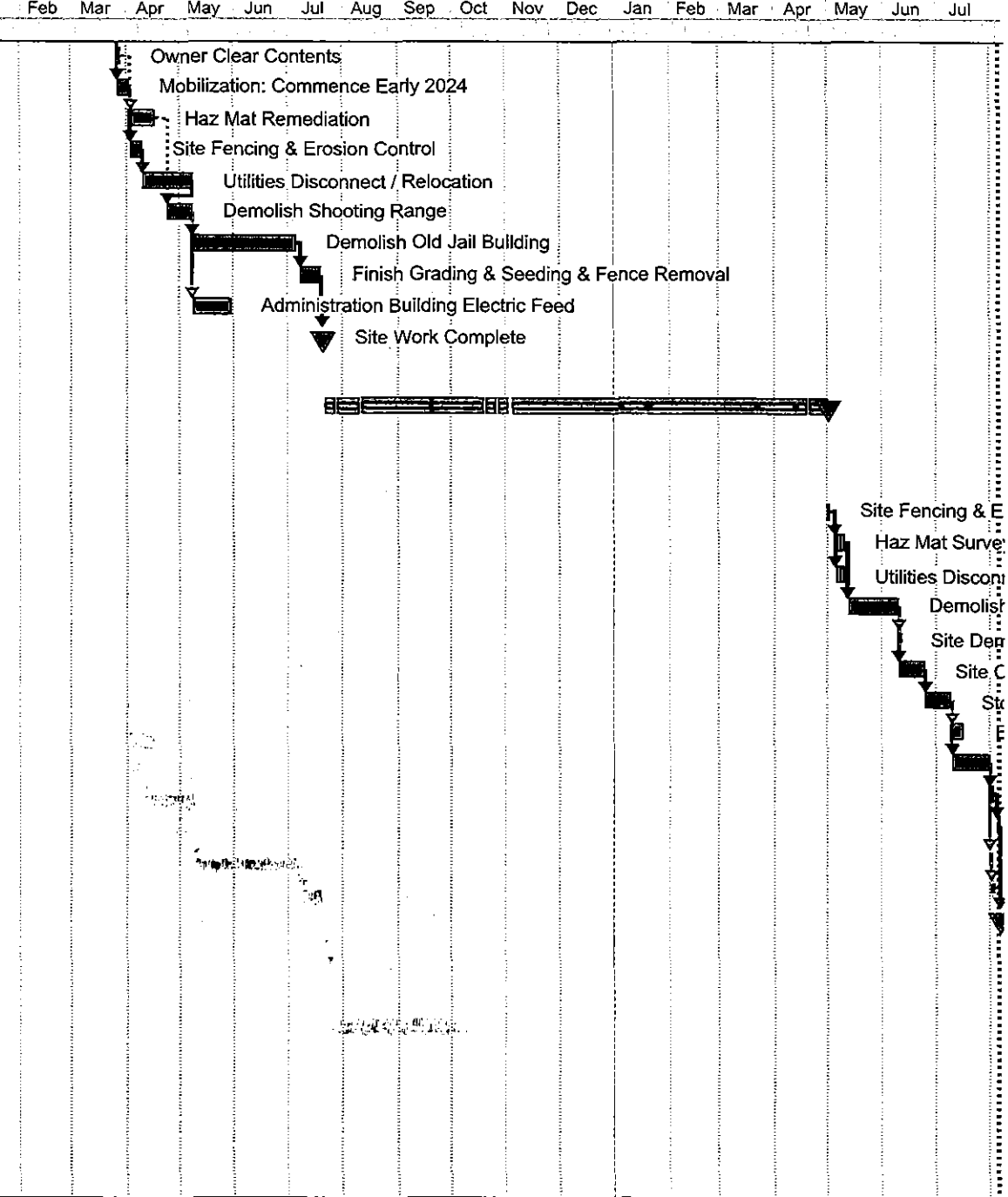
Estimate Totals

Description	Amount	Totals	Rate
Base Construction Cost	1,108,316	1,108,316	
Construction Stage Compensation	226,714		
General Conditions	<u>27,192</u>		
	252,906	1,361,222	
Construction Contingency	34,031		2.500 %
Design Contingency	<u>34,031</u>	1,395,253	
CSDS Fee	<u>15,348</u>		1.100 %
	15,348	1,410,601	
Contractor Fee	<u>56,424</u>		4.000 %
	56,424	1,467,025	
Bond	<u>11,736</u>		0.800 %
	11,736	1,478,761	
Total		1,478,761	

ID	Description	Duration	Start	Finish
6007	Owner Clear Contents	2	03/27/24	03/28/24
6010	Mobilization: Commence Early 2024	5	03/27/24	04/02/24
6015	Haz Mat Remediation	10	04/03/24	04/16/24
6020	Site Fencing & Erosion Control	5	04/03/24	04/09/24
6030	Utilities Disconnect / Relocation	20	04/10/24	05/07/24
6040	Demolish Shooting Range	10	04/24/24	05/07/24
6045	Demolish Old Jail Building	40	05/08/24	07/05/24
6050	Finish Grading & Seeding & Fence Rerr	10	07/08/24	07/19/24
6055	Administration Building Electric Feed	15	05/08/24	05/29/24
6060	Site Work Complete	0		07/19/24

Phase 2 New Building		Duration	Start	Finish
		194	07/22/24	04/30/25

Phase 3 Demolition		Duration	Start	Finish
Sitework & Demolition				
10000	Site Fencing & Erosion Control	2	05/01/25	05/02/25
10005	Haz Mat Survey / Remediation	5	05/05/25	05/09/25
10010	Utilities Disconnect	5	05/05/25	05/09/25
10020	Demolish Old County Court Building	20	05/12/25	06/09/25
10030	Site Demolition	1	06/10/25	06/10/25
10040	Site Concrete & Curbs	10	06/10/25	06/24/25
10050	Storm	10	06/25/25	07/09/25
10060	Electric Light Poles	5	07/10/25	07/16/25
10070	Asphalt Paving	15	07/10/25	07/30/25
10080	Landscaping	2	07/31/25	08/01/25
10090	Seeding	2	08/04/25	08/05/25
10100	Striping	1	07/31/25	07/31/25
10110	Exterior Signage	1	08/01/25	08/01/25
10120	Site Work Complete	0		08/05/25



Start Date: 08/11/23
 Finish Date: 08/05/25
 Data Date: 09/22/23
 Run Date: 02/22/24

**WARREN COUNTY COURT
 GMP #1 Exhibit D & E
 Demolition Schedule**



Subcontractor Work Scopes

General Notes

- All packages include all general notes & details per the Project Documents as pertains to the specific scope.

Bid Package 02a – Building Demolition

Specifications to be included shall include, but are not limited to:

Division 02 – Existing Conditions

02 41 16 Structure Demolition

02 41 19 Selective Demolition

Detailed Scope of Work

1. Include a list of comparable completed demolition projects of this size and scale, complete with size, date completed, location, owner, and reference.
2. Include any required EPA notifications and permits.
3. Include all demolition work per demolitions plans.
4. Include all utility disconnects and removals such as water, sewer, gas, electric, data, etc. Coordinate with utility supplier for removal. Cap as necessary or as indicated on drawings.
5. Include all abandon in place procedures as indicated or required by local jurisdiction.
6. Include evacuation and reclamation of all HVAC equipment prior to demolition.
7. Include hazardous materials removal.
8. Include removal and turnover of all items to Owner as indicated in drawings.
9. Include demolition of all trees, shrubs, site items, indicated on drawings to be removed.
10. Include the entire building demolition of the old jail building and shooting range.
11. Include dumpsters and/or haul-off for all demolition debris to certified dump sites.
12. Avoid and protect any items that are to remain, such as underground storm and other utilities.
13. Include the removal (or abandon in place) of underground gas line once the disconnection has been performed by others.
14. Geotechnical testing by others.
15. Include complete restoration of any items where removal happens outside of the construction boundaries.
16. If necessary, protect any items that remain to avoid damage.
17. Include all structural backfill of demolished foundations and grade to drain.
18. Include inlet protection around catch basins that remain.
19. Include temporary seeding of all disturbed areas.
20. Include construction entrances shown on grading plans.
21. Do not count on all equipment shown for salvage value. Certain pieces may have already been removed by owner.

Trade Specific Breakdown

1. Building Demolition Phase 1 including all Utility disconnection
2. Building Demolition Phase 3 including all Utility disconnection
3. Hazardous Materials Removal Phase 1
4. Hazardous Materials Removal Phase 3
5. Inlet protection, seeding, etc.

Bid Package 06a – General Trades

Detailed Scope of Work

1. Include new door, frame, hardware, metal studs, plywood sheathing, insulation, sealant, new metal gable trim.
2. Include coordination with owner for after-hours or weekend shutdowns or switchovers.
3. Include as-built drawings marked up each day, scanned and sent to HGC at end of project.
4. Include complete restoration of any items where removal happens outside of the construction boundaries.
5. If necessary, protect any items that remain to avoid damage.
6. Do not count on all equipment shown for salvage value. Certain pieces may have already been removed by owner.

Trade Specific Breakdown

Design Builder's Self-Performed Work

General Notes

- The following scope of work will be performed by Trade 31, an affiliation of HGC Construction.

Bid Package 06a – General Trades

Detailed Scope of Work

1. Include new door, frame, hardware, metal studs, plywood sheathing, insulation, sealant, new metal gable trim.
2. Include coordination with owner for after-hours or weekend shutdowns or switchovers.
3. Include as-built drawings marked up each day, scanned and sent to HGC at end of project.
4. Include complete restoration of any items where removal happens outside of the construction boundaries.
5. If necessary, protect any items that remain to avoid damage.
6. Do not count on all equipment shown for salvage value. Certain pieces may have already been removed by owner

Trade Specific Breakdown

1. Framing & Sheathing, Insulation, Caulking
2. Doors, Frames, Hardware
3. Roofing separation and new gable trim



GMP Exhibit J	Schedule of Unit Prices	NOT USED
GMP Exhibit K	Schedule of Alternates	NOT USED
GMP Exhibit L	Schedule of Incentives and Shared Savings	NOT USED

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

Resolution

Number 24-0324

Adopted Date March 05, 2024

ADVERTISING FOR BIDS FOR THE 2024 CARLISLE AREA LIFT STATION UPGRADES – PHASE 3

BE IT RESOLVED, to advertise for bids for the 2024 Carlisle Area Lift Station Upgrades – Phase 3 for the Warren County Water & Sewer Department; and

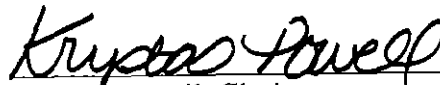
BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the Warren County website, beginning the week of March 10, 2024; bid opening to be April 11, 2024 @ 11:00 a.m.

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Water/Sewer (file)
OMB Bid file

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

Resolution

Number 24-0325

Adopted Date March 05, 2024

APPROVING A MEMORANDUM OF UNDERSTANDING WITH WARREN COUNTY COMMUNITY SERVICES ON BEHALF OF THE DEPARTMENT OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve a Memorandum of Understanding with Warren County Community Services on behalf of Warren County Children Services relative to the Therapeutic Interagency Program (TIP); copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

jc/

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

Therapeutic Interagency Program Memorandum of Understanding

This Agreement is entered into between the Warren County Board of County Commissioners (hereinafter referred to as "Board") on behalf of Warren County Children Services, and Warren County Community Services, Inc. 645 Oak Street, Lebanon, Ohio 45036.

This is a contract for **Therapeutic Interagency Program (TIP) Services for the period of January 1, 2024-December 31, 2024.**

ARTICLE I: PURPOSE OF THE CONTRACT

The purpose of the Tip Program is to provide preschool children who have histories of abuse and neglect with supportive and integrated child protection, mental health, and educational interventions that protect the children while promoting healthy social interactions with parents, teachers, and therapists. The TIP Program strives to provide the children with sustained, safe, nurturing environments and relationships, provides interactions with positive adult and peer role models, helps to stabilize the children physically and mentally, assists in their developmental and social-emotional progress, and works to obtain family stability.

ARTICLE II: RESPONSIBILITY OF WARREN COUNTY COMMUNITY SERVICES

- A. Ensure the funds subject to this Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, as well as the federal terms and conditions of the Head Start grant award.
- B. Supply Program services during the contract period to children ages three to five and their families. Services shall include, but not be limited to, therapeutic provider-based year-round preschool programming, mental health therapy, as well as individualized treatment plans, daily transportation, psychiatric services, in-home and provider-based parent education and involvement, educational resources for parents, transitional services, coordination with outside agencies to address client needs, and program evaluation to insure fiscal accountability and to measure evidence-based outcomes and quality assurance.
- C. Accept all referrals made by Warren County Children Services staff and shall provide program services to clients who are eligible for Temporary Assistance to Needy Families (TANF). Other social service organizations in the community may also refer potential clients, space permitting. Head Start eligibility of client will be verified prior to the provision of services.
- D. Ensure that all children in TIP during the school year are Head Start children with access to all services that Head Start provides, including, but not limited to educational assessments, health screenings and services, disability screenings and services, parental involvement assessments, and social services.

E. Operate two TIP classroom sessions, one at the South Lebanon Early Learning Center 99 North Section Street, South Lebanon, Ohio 45065, and one at the Carlisle Early Learning Center, 130 Union Rd, Carlisle OH 45005. The Program shall be run in half-day sessions, Monday through Thursday. The Program shall operate at least 160 days during the year. Each section shall accommodate twelve (12) students for a total enrollment of twenty-four (24) children.

F. Provide transportation to clients. Warren County Community Services staff shall accompany the clients in the vehicle to ensure attendance and to allow for daily monitoring of the home environment.

G. Employ and maintain two (2) full-time school year teachers and one co-teacher at each location to provide specific classroom curriculum and case management as identified and described in this section of the contract agreement. Warren County Community Services shall certify that those persons hired shall be fully trained and qualified; minimum of Child Development Associate credential, Prefer degree in early childhood education.

H. Employ and maintain one (1) full-time equivalent TIP Coordinator through direct hire who can intelligently and competently do the following: assume responsibility for supervision of TIP classroom and outpatient placement and program referrals, complete all reports and rosters as assigned and by due date, assist TIP staff, children, parents, and other agency staff through TIP's intake, placement, treatment, and transition stages, assist in interpreting program findings, assure cooperative programming of TIP/Head Start clients, assist with growth/expansion, replication and dissemination of TIP model, provide direct on-site and home-based services to parents/guardians referred, conduct home visits occurring on a consistent and regular basis for all referred caregivers. Warren County Community Services certifies that upon hire and during his/her service for Warren County Community Services, the person hired shall be fully trained and qualified to perform duties described in this section of the agreement, with a minimum education requirement of a Bachelor's Degree in Social Work, Special Education, Early Childhood Education or other related professions; prefer Master's Degree. Knowledge, skills, and abilities of TIP Coordinator shall include, without limitation, knowledge of trauma-informed practices, interdisciplinary and interagency work experience, experience in the field of child developmental learning disorders and/or child welfare, experience in the field of parenting, experience working with and/or providing education to adults and families, experience working with diverse populations of children and adults including: abuse/neglected population, low function population, substance abusers, domestic violence, and victims of sexual abuse, possessing demonstrated ability to work as a team member, good organizational skills, history of good job attendance, must pass criminal background checks, drug screening, and be free from communicable diseases. Warren County Community Services shall supply appropriate supervision and administrative functions associated with overall performance of the agreement in a manner satisfactory to Warren County Children Services.

I. Contract with another organization (Kids Thrive) to provide the services of an Early Childhood Mental Health therapist, who will provide on-site mental health therapy for children enrolled in the TIP program at both the South Lebanon and Carlisle locations.

J. Perform appropriate supervision and administrative functions and related tasks associated with the overall performance of the Program, which shall include without limitation, overseeing the management of the Project, compiling and disseminating related program data and reports as required by this agreement, managing and monitoring all employees, and designing methods to implement best practices in a manner satisfactory to Warren County Children Services.

K. Maintain appropriate records of client activity, both for individual clients and for the entire client population served under this agreement, so as to facilitate monitoring and evaluation.

L. Warren County Community Services shall submit a Monthly Client Report for each client served during the month and a Monthly Provider Wait List no later than the 15th day of each month following the end of the reporting month that shall cover the previous thirty (30) day period. Monthly coordination meetings will be held between Warren County Children Services and Warren County Community Services to review services provider and client progress.

M. Submit a quarterly invoice of \$20,000 to Warren County Children Services to Jenny Carman at Jennifer.Carman@jfs.ohio.gov. The invoice will be submitted in March, June, September and December of 2024.

N. An interim report on the Program is due from Warren County Community Services within thirty (30) days after completion of the first six (6) months of the Program and a final report on the Program is due from the Warren County Community Services within forty-five (45) days after the end of the agreement term. Such reports shall include, without limitation, a narrative which describes the program activities, attendance statistics, program outcomes, and the Program's successes and positive impacts on the community.

O. Warren County Community Services warrants that claims made to Warren County Children Services for payment for services provided shall be for actual services rendered and shall not duplicate claims made by Warren County Community Services to other sources of public or private funds for the same services.

P. At least one (1) time during the agreement period, Warren County Children Services and Warren County Community Services shall meet to discuss the agreement performance to date. At this meeting, Warren County Community Services shall supply Warren County Children Services with comprehensive cost and statistical information on the Program and in-depth analysis of the Program activity and budget information to-date. The programmatic review shall be conducted to ensure fulfillment of contractual obligations and compliance with terms and conditions of this agreement. Amendments of the contract will be made as mutually agreed upon. No agreement modifications shall become effective until they are reduced to writing and signed by both parties.

Q. Warren County Community Services agrees that they shall not use any information, systems or records made available to them for any purpose other than to fulfill the contractual duties specified herein, without the express written permission of Warren County Children Services. Warren County Community Services further agree to maintain the confidentiality of all clients and families served. No information on clients served shall be released for research or other

publication without the express written consent of the Warren County Children Services Director or her designee.

R. Promptly reimburse Warren County Children Services for any funds Warren County Children Services pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Warren County Children Services is responsible. Make records available to Warren County Children Services, ODJFS, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.

ARTICLE III: RESPONSIBILITY OF WARREN COUNTY CHILDREN SERVICES

A. Provide funding to Warren County Community Services, not to exceed \$80,000.00 for calendar year 2024, in accordance with this Agreement and Federal, state and local laws upon receipt of a quarterly invoice for \$20,000.00 to be sent in the months of March, June, September and December of 2024.

B. Assign a case manager to the children who participate in the TIP program. This case manager will attend monthly coordination meetings with Warren County Community Services, assist with enrollment efforts such as acquiring necessary paperwork from the guardian or agency record, making necessary service referrals, and monitor client progress.

C. Provide technical assistance and training as requested to assist Warren County Community Services in fulfilling its obligations under this agreement.

D. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds awarded.

E. At least one (1) time during the agreement period, Warren County Children Services and Warren County Community Services shall meet to discuss the agreement performance to date. At this meeting, Warren County Community Services shall supply Warren County Children Services with comprehensive cost and statistical information on the Program and in-depth analysis of the Program activity and budget information to-date. The programmatic review shall be conducted to ensure fulfillment of contractual obligations and compliance with terms and conditions of the agreement. Amendments of the contract will be made as mutually agreed. No agreement modifications shall become effective until they are reduced to writing and signed by both parties.

ARTICLE IV. AMENDMENT OR TERMINATION OF AGREEMENT

This document constitutes the entire agreement between Warren County Children Services and Warren County Community Services with respect to all matters herein. Only a document signed by both parties may amend this Agreement. Both Warren County Children Services and Warren County Community Services agree that any amendments to laws or regulations cited herein will

result in the correlative modification of this Agreement without the necessity for executing written amendments. Any written amendment to this Agreement will be prospective in nature.

Either party may terminate after giving thirty (30) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 31st day following the receipt of the notice by the other party.

ARTICLE V. MISCELLANEOUS PROVISIONS

A Limitation of Liability: To the extent permitted by law, Warren County Children Services agrees to be responsible for any liability directly relating to all acts of negligence by Warren County Children Services. To the extent permitted by law, Warren County Community Services agrees to be responsible for any liability directly related to all acts of negligence by Warren County Community Services. In no event, shall either party be liable for any indirect or consequential damages, even if Warren County Children Services or Warren County Community Services knew or should have known of the possibility of such damages.

B. This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

C. Nothing in this Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by Warren County Children Services to Warren County Community Services that is not specifically set forth in state and federal law. Nothing in this Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, Warren County Children Services, Warren County Community Services, or any of the officers or employees of the State of Ohio, Warren County Children Services or any of the officers or employees of the State of Ohio or Warren County Children Services.

In Witness whereof, Warren County Board of County Commissioners on behalf of Warren County Children Services, and Warren County Community Services have executed this Agreement effective the date of the last obtained signature as follows:

Shawna Jones 2-14-24
Shawna Jones, Director/ Date
Warren County Children Services

Dawna Fogarty 2/5/2024
Dawna Fogarty, Executive Director/ Date
Warren County Community Services

Warren County Board of County Commissioners:

* T. Young 3-5-24
Commissioner Young

* _____
Commissioner Grossman

* Shannon Jones 3-5-24
Commissioner Jones

Approved As To Form Only:

Kathryn M. Horvath
Kathryn Horvath, Assistant Prosecuting Attorney/ Date

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Warren

I, Dawn Fogarty, holding the title and position of CEO/Exec. Director at the firm WCCS, Inc., affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

Dawn Fogarty
AFFIANT

Subscribed and sworn to before me this 5th day of February 20 24

Lisa Baker
(Notary Public),

Warren County.

My commission expires _____ 20 _____



LISA BAKER
Notary Public, State of Ohio
My Comm. Expires 2/7/2025

Resolution

Number 24-0326

Adopted Date March 05, 2024

ENTERING INTO AN ENGINEERING SERVICES CONTRACT WITH KORDA/NEMETH ENGINEERING, INC. ON BEHALF OF THE WARREN COUNTY ENGINEER

BE IT RESOLVED, to enter into an engineering service contract with Korda/Nemeth Engineering Inc., 1650 Watermark Drive, Suite 200, Columbus, OH 43215 for engineering services for the County Road No. 182 Bridge #182-0.10 Rehabilitation Project. Copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk k

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

**ENGINEERING SERVICES CONTRACT
FOR
COUNTY ROAD NO. 182 BRIDGE #182-0.10 REHABILITATION PROJECT**

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

COUNTY ENGINEER intends to rehabilitate County Road No. 182 Bridge #182-0.10 over the Little Miami River and improve the roadway approaches at the bridge, hereinafter referred to as the "PROJECT."

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

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

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General

- 1.1.1 ENGINEER shall perform professional services as hereinafter stated, which include customary civil, structural, and customary surveying services incidental thereto.
- 1.1.2 ENGINEER shall provide Construction Contract Plans to rehabilitate County Road No. 182 Bridge #182-0.10 in order to improve the safety of the bridge and roadway.
- 1.1.3 ENGINEER shall provide any additional Professional Surveying Services necessary to complete the road design.
- 1.1.4 ENGINEER shall perform Professional Surveying Services necessary to provide legal descriptions for any temporary and/or permanent easements.
- 1.1.5 ENGINEER shall prepare plans and perform tasks for the PROJECT in accordance with the scope of services and the ENGINEER'S fee proposal (letter dated January 17, 2024) each of which is attached and made a part of this contract and identified as Exhibit 1 and Exhibit 2 respectfully, hereinafter referred to as "Basic Services."

1.2 Preliminary Design Phase

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

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

- 1.2.4 Furnish two copies of the above preliminary design documents and present and review them in person with COUNTY ENGINEER.

1.3 Final Design Phase

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

- 1.3.1 On the basis of the accepted preliminary design documents and the revised opinion of probable Project Costs, prepare Contract Construction Drawings to show the character and extent of the PROJECT, hereinafter called "Drawings and Specifications."
- 1.3.2 Advise COUNTY ENGINEER of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Costs based on Drawings and Specifications.
- 1.3.3 Furnish to the COUNTY ENGINEER, one (1) set of 22" x 34" Construction Contract Plans, one (1) set of 11" x 17" (half-size) copy of the plans and copies of the files on a compact disk.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

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

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

2.2 Resident Services During Construction.

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

limitations of authority of such other person and the effect thereof on the duties and responsibilities of ENGINEER under this Agreement will be set forth in an Exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

SECTION 3 - COUNTY ENGINEER'S RESPONSIBILITIES

COUNTY ENGINEER shall:

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

SECTION 4 - PERIOD OF SERVICE

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

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER

- 5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:

5.1.1.1 The ENGINEER agrees to provide the Basic Services for Project set forth in Section 1 hereof to the COUNTY ENGINEER for the Rehabilitation of County Road No. 182 Bridge #182-0.10 over the Little Miami River, for a base fee of \$214,420.00 and a not-to-exceed fee of \$48,630.00 for additional contract services, only if authorized pursuant to Section 2 of this agreement, for a total not-to-exceed fee of \$263,050.00.

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

5.2 Times of Payments.

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

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

5.3 Other Provisions Concerning Payments.

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

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

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

5.4 Definitions

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination.

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

6.2 Reuse of Documents.

All documents including reports and maps prepared by Engineer pursuant to this Agreement are instruments of service as part of the Project. They are not intended or represented to be suitable for reuse by COUNTY ENGINEER or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER or COUNTY ENGINEER's risk and without liability or legal exposure to ENGINEER. Any verification or adaptation requested by OWNER or COUNTY ENGINEER to be performed by ENGINEER will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER, COUNTY ENGINEER and ENGINEER.

6.3 Controlling Law and Venue

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall be Warren County, Ohio Court of Common Pleas. No party shall initiate or attempt to remove any litigation arising out of this Agreement in any other state or federal court.

6.4 Successors and Assigns.

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

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

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

6.5 Modification or Amendment

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

6.6 Construction

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

6.7 Waiver

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

6.8 Relationship of Parties

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

6.9 Parties

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

6.10 Headings

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

6.11 Notices

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

TO: Warren County Commissioners Attn: Martin Russell, County Administrator 406 Justice Drive Lebanon, Ohio 45036 Ph. 513-695-1250	Warren County Engineer's Office Attn: Neil F. Tunison, County Engineer 210 W Main Street Lebanon, Ohio 45036 Ph. 513-695-3301
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Korda/Nemeth Engineering, Inc.
Attn: Brooks Vogel, P.E.
1650 Watermark Drive, Suite 200
Columbus, Ohio 43215
Ph. 614-487-1650

6.12 Insurance

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

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

7.1 This Agreement is subject to the following special provisions:

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

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

Exhibit 1 and Exhibit 2

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

SECTION 8 – ENTIRE AGREEMENT

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

SECTION 9 – INDEMNIFICATION

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

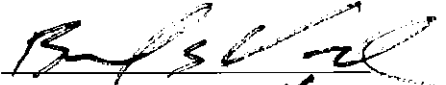
[continued on next page]

SECTION 10 – EXECUTION

ENGINEER:

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


KORDA/NEMETH ENGINEERING, INC.

SIGNATURE: 
PRINTED NAME: Brooks Vogel
TITLE: Vice President
DATE: 1/31/2024

OWNER:

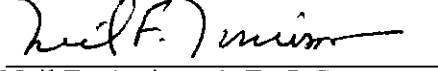
IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed by David G Young, its President, on the date stated below, pursuant to Resolution No. 24-0326 dated 3/5/24.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 
PRINTED NAME: David G Young
TITLE: President
DATE: 3/5/24

RECOMMENDED BY:

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

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

APPROVED AS TO FORM:

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


By: 
Assistant/Prosecuting Attorney
Date: 2/5/24

EXHIBIT 1

WARREN COUNTY ENGINEER'S
SCOPE OF SERVICES

1. PROJECT IDENTIFICATION

Project Name: County Road No. 182 Bridge #182-0.10 Rehabilitation Project

Project Description: Design for rehabilitation of the existing bridge.

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

2. PROJECT LIMITS

Length Approximately: County Road No. 182 Bridge #182-0.10 – extending approximately 100 to 200 feet on each bridge approach or as recommended by Consultant

Additional Information: N/A

3. AGREEMENT BETWEEN PROFESSIONAL ENGINEER AND

State _____ County X City _____ Other _____

4. METHOD OF FINANCING

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

Engineering: Warren County Engineer’s Office

Construction: Warren County Engineer’s Office, Local Bridge Replacement Funds (LBR) with the Federal to State Exchange Program

5. WORK PHASES INCLUDED IN AGREEMENT

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

Phase B – Final Design

6. PLAN SCALES

PLAN	<u>1" = 20'</u>	
PROFILE	<u>Hor. 1" = 20'</u>	<u>Vert. 1" = 5'</u>
CROSS SECTIONS	<u>Hor. 1" = 10'</u>	<u>Vert. 1" = 10'</u>

7. JOURNALIZED SPEED LIMIT

Road Name: County Road No. 182 - 55 MPH

8. TYPICAL SECTIONS/NUMBER OF LANES

Remarks: County Road No. 182 will remain at its current number of lanes.

Number of lanes 2 lanes width of lanes 11 feet

N/A inches of Item 304

9" inches of Item 301 PG64-22

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

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

Underdrains: YES _____ NO X Consultant to Recommend _____

Curbs: YES X NO _____ (bridge deck drainage)

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

Type: 4 foot earth berm/graded shoulder on each side

Median: YES _____ NO X Consultant to Recommend _____

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

Clear Zone Grading: YES _____ X NO _____

Fencing: YES _____ NO X

Lighting: YES _____ NO X Consultant to Recommend _____

9. ALIGNMENT

Maintain the existing alignment of County Road No. 182.

10. PROFILE

Modify profile as needed based on the new superstructure.

11. SIGNING: YES _____ X NO _____

Remarks: Reuse existing signs if in good condition, replace if necessary.

12. SIGNALS: YES _____ NO X

Warrants: YES _____ NO X

13. STRIPING: YES NO

Type: 644 on Asphalt and 646 Epoxy on Concrete Bridge Deck

14. DELINEATION

Delineators: YES NO

RPMs: YES NO

15. DRAINAGE/ENVIRONMENTAL

Roadway Drainage Criteria: Hydraulic Analysis per Warren County Stormwater Regulations

Existing: Surface Closed

Proposed: Surface Closed (curb to contain drainage on bridge deck)

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

Storm Water Pollution Prevention Plan: YES (if 1 acre or more disturbed)

NO (if less than 1 acre disturbed)

Flood Plain Study Required: YES NO

Channel Change Study Required: YES NO

Flood Hazard Evaluation: YES NO

Risk Analysis: YES NO

Environmental: Coordinate with various agencies having oversight of the Little Miami River & Hawleys Run and apply for any necessary permits.

SHPO – Concurrence that there is no impact to a historic bridge or other historic structure.

USACE – Fill below the OHWM of Hawleys Run is anticipated, and possibly the Little Miami River, for the construction of this bridge rehabilitation project, therefore it is anticipated that a 404 Nationwide Permit will be required.

OEPA – Coordination work if USACE requires this for the project.

ODNR – Address any impacts to the National Wild and Scenic River, Little Miami Scenic Trail, and to threatened or endangered species.

USFWS – Coordination work if ODNR requires this for the project.

NPS – Coordination work if ODNR or USACE requires this for the project. It is anticipated that NPS will have jurisdiction on this project since a 404 Nationwide permit for fill below the OHWM is anticipated.

If Authorized Tasks: USACE 404 Nationwide Permit (if authorized)

OEPA 401 Water Quality Certification (if authorized)

Little Miami River mussel survey (if authorized)

Little Miami River mussel relocation (if authorized)

16. BRIDGE CROSSINGS

Number of Bridges: (1) County Road No. 182 over Little Miami River, Bridge #182-0.10

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

Loading: HL93

Bridge Width (face to face of rails): 27' existing – 27' proposed

Bridge Typical Section: (2) 11' lanes, (2) 2.5' shoulders

Bridge Rail: YES NO Type TST

Interchanges: None

Cross Roads: Oregonia Rd (west of bridge), Little Miami Scenic Trail and Corwin Rd (east of bridge)

Streams: Little Miami River and Hawleys Run

Culverts: YES NO

Remarks: _____

Alternates Required: YES NO

Railroads: None

Railroad Location Plan: YES NO

Pedestrian: None

Mass Transit: None

Remarks: Replace existing superstructure with a prestressed concrete composite box beam superstructure. Make any necessary modifications to existing substructure. Approach slabs are not needed.

17. Bikeways: YES NO (LMST east of bridge)

Railroads: YES NO

Mass Transit: YES NO

Service Roads: YES NO

18. RETAINING/NOISE WALLS:

Number of Retaining Walls: None

Type of Retaining Walls: N/A Consultant to Recommend N/A

Noise Walls: YES _____ NO X

19. MAINTENANCE OF TRAFFIC

Maintenance of Traffic: Full closure of County Road No. 182 shall be allowed.

Maintenance of Pedestrian Traffic: YES X NO _____ (Add notes for LMST)

Maintenance of Railroad Traffic: YES _____ NO X

Detour Plan: YES X NO _____

Remarks: The posted detour for the bridge closure shall utilize Corwin Road, Wilmington Road, Waynesville Road, and Oregonia Road. Plans shall provide for maintenance of canoe traffic on the Little Miami River.

20. UTILITIES:

Electric: Dayton Power & Light & Duke Energy (started crossing LMR in fall of 2023)

Telephone: Brightspeed

Communication: Brightspeed

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

21. ESTIMATED QUANTITIES: YES _____ X _____ NO _____

Quantity Splits: YES _____ NO X

22. CONSTRUCTION COST ESTIMATE: YES X NO _____

23. EXTENT OF FIELD SURVEYS: (1) Provide ex. R/W, proposed R/W & temp. R/W staking to establish the R/W and to aid in R/W acquisition. (provide “Not to Exceed” unit price per parcel – if authorized) (2) Professional Engineer shall provide in proposal a “Not to Exceed” unit price for a Dedication Plat and a Survey Record including setting new Property Corners and Monuments in case the right-of-way is acquired in fee simple. (provide unit price per parcel – if authorized) (3) The Warren County Engineer prefers to acquire permanent R/W by perpetual easement, unless requested otherwise by the property owner. If permanent R/W is acquired by perpetual easement the work described in Item (2) will not be required. (4) Depict all trees and large bushes on the plans individually.

Professional Engineer

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

24. RIGHT-OF-WAY AND EASEMENTS:

Professional Engineer

Property Map	()	
Centerline Plat	()	
Courthouse Research	(X)	Research for existing R/W shall go back to original deed for each parcel in the project
Right-of-Way Plan sheets	()	Show existing and proposed R/W on plan sheets (Don't need separate R/W plans)
R/W Summary	()	
Permanent & Temporary R/W Legal Descriptions	(X)	<u>(Provide "Not to Exceed" unit price per legal description)</u>
Exhibits for each Legal Description	(X)	Drawings of R/W area on 8 ½" x 11" paper <u>(Provide "Not to Exceed unit price per exhibit)</u>
Dedication Plat(s) or Survey Record(s)	(X)	As necessary – see item #23 (2)
Approximate Number of Property Owners	_____	0-3

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

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

25. TRAFFIC DATA:

State _____ County _____ X _____ Professional Engineer _____

Remarks: County Road No. 182 had an approximate ADT of 1,100 vpd in 2014.

Functional Classification: Minor Collector - Rural

26. GEOTECHNICAL/SUBSURFACE INVESTIGATION:

State _____ County _____ Professional Engineer _____ Other _____

Remarks: N/A since utilizing the existing substructure.

27. PRIOR STUDIES:

None

28. PUBLIC INVOLVEMENT MEETINGS:

Estimated Number: N/A

Consultant to Prepare Exhibits: N/A

29. Engineering Agreement will be an itemized contract.

30. Professional Engineer to provide all office and field work to a) prepare final construction plans, b) write general and special notes, c) calculate quantities, and d) determine existing right-of-way, easement and property lines.

31. With submission of proposal, Professional Engineer shall submit a tentative time of completion for final plan filing following authorization to proceed.

32. Professional Engineer to indicate Property Owner Name, House Number, Parcel ID, and Official Record and Page on the plan sheets.

33. Professional Engineer is to adequately mark the baseline and/or centerline in the field. The points set in the field shall be shown on the plans. At a minimum, the points to be marked in the field shall be located at one hundred (100) foot intervals. The PC, PI and PT of each curve shall also be marked or referenced. As required, the points to be witnessed in the field shall be witnessed from a MINIMUM of three (3) points, located outside of the work limits. Where the Professional Engineer has established and utilized a baseline, instead of the centerline, the Professional Engineer **MUST** show on the plans the relationship between the baseline marked in the field and the centerline.

The construction plans and the right-of-way items are to be referenced to the **STATE PLANE COORDINATE** system. This will require that **STATE PLANE COORDINATES** be shown on the plans for the PC, PI and PT for each curve, all angle points, termination points, and reference points. This will be applicable to proposed right-of-way lines, permanent easement lines, proposed centerline

and/or baseline. The Professional Engineer should contact the Project Manager to obtain the information regarding the nearest established benchmark.

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

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

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

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

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

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

39. The Professional Engineer shall furnish to the Engineer a load rating report for the bridge analyzed by the Load and Resistance Factor Rating (LRFR) method in accordance with the AASHTO Manual

for Bridge Evaluation and the ODOT Bridge Design Manual (BDM). The bridge load rating report shall include a current ODOT BR100 Summary that is stamped, signed, and dated by a Professional Engineer. The report shall provide the safe load capacity for the HL-93 design vehicle, the four Ohio legal trucks (2F1, 3F1, 4F1, 5C1), the three AASHTO legal vehicles (Type 3, Type 3-3, Type 3S2), the four specialized hauling vehicles (SU4, SU5, SU6, SU7), the two emergency vehicles (EV2, EV3), and the Permit Load Analysis for (PL 60T, PL 65T).

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

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

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

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

Professional Engineer Name: Korda
Address: 1650 Watermark Drive
Columbus, OH 43215
Phone: (614) 487-1650

EXHIBIT 2



January 17, 2024

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

Attn: Roy Henson, PE, PS

RE: WAR-CR 182-0.10 over the Little Miami River
Korda File: 2023-0435

Dear Mr. Henson:

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

We understand the project to be the rehabilitation of the existing five span structure on County Road No. 182 Bridge #182-0.10 over the Little Miami River by replacement of the.

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

- Environmental and permitting scope is included in the attached Lawhon and Associates, Inc (L&A) proposal.
- Environmental tasks are included in the schedule.
- L&A fees included in the Total Proposal.
- Geotechnical investigations are excluded.
- Various right-of-way tasks are included on a per parcel basis, if authorized.
- Right of Way tasks were not included in the schedule.

Based on the scope of services as provided by the WCEO and clarified in this document and attachments, we propose that our compensation be a stipulated sum of \$214,420 with a maximum of \$263,050 including all "if Authorized" items (assuming 3 parcels for R/W items in total), invoiced monthly in proportion to services performed.

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

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

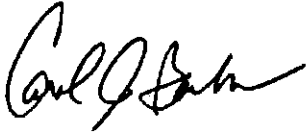
Korda/Nemeth Engineering, Inc. - Consulting Engineers

1650 Watermark Drive, Suite 200 | Columbus, Ohio 43215 USA | +1.614.487.1650 | www.korda.com

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

Sincerely,

KORDA/NEMETH ENGINEERING, INC.
Consulting Engineers



Carol A. Boehm, PE
Project Manager



Brooks M. Vogel, PE, LEED AP
Partner

Accepted By: _____

For: *Warren County Engineer*

Date: _____

BMV/cab
Attachment(s)

1 Planning Phase			
1.5 Project Management for Planning Effort			
1.5.A Meetings	x		Meeting with WCEO, DDOT for Federal State Exchange Field Review
2 Preliminary Engineering Phase			
2.1 Perform Environmental Field Studies			
2.2.C Ecological Survey	x		See Lawhon Narrative attached.
2.2.I Phase I Cultural Resource History/Architecture Survey	x	x	See Lawhon Narrative attached.
2.3 AER/DREB			
2.3.A BUREAU SURVEY OF A AND W EIGHTS			
2.3.A.A Project Control, Benchmarks, and Reference Points	x		State Plane coordinates. Use of GNSS/RTN/RTK is unlikely due to location and tree cover. 3 Primary Monuments (5/8" x 30" Iron Pins) and 8 supplemental control points for below structure survey required.
2.3.A.B Monumentation recovery	x		Research of boundary records and field search and location of existing Right of Way monumentation. Establishment of centerline. (3 Parcels)
2.3.A.C Base Mapping (incl. field verify.)	x		Topo (200 feet wide) along CR 182 for 950 feet (350 feet west of bridge to 225 feet east of bridge) Use of GNSS/RTN/RTK is unlikely due to tree cover and location. Task includes completed base map file.
2.3.A.D Drainage Survey (stream cross sections)	x		Cross-sections of the river at bridge upstream and downstream openings and cross-section of Hawleys Run. Survey will require use of a boat. There is limited potential for use of GNSS/RTN/RTK. Survey the OHWM.
2.3.A.E Bridge Survey	x		Survey of all beams seat elevations and substructure limits. Substructures to be rehabilitated and modified. Survey will require use of a boat for Pier access.
2.3.A.F Establish property lines, tax id, & ownerships on base map	x		Courthouse research back to the original deed for each parcel. (3 parcels)
2.3.A.G Property Owner Notification	x		By Korda. 2 weeks prior; provide 2 week window. (4 property owners in the project limits)
2.3.H Flood Damage			
2.3.H.A Analyze and coordinate impacts on FEMA flood zones	x	x	Project is within a FEMA designated Zone AE with a floodway. Obtain hydraulic model from FEMA if necessary for permitting or if bottom of structure lowering is required.
2.5 AER Submittal and Other Studies			
2.5.D Submittals			
2.5.D.A Floodplain coordination	x		Submit letter to the Floodplain coordinator for exempt project status.
2.5.D.B Perform Bridge Hydrology Analysis	x	x	Compare StreamStats with FIS discharges. Obtain highest monthly discharges if hydraulics are needed for permitting of the TAF.
2.5.D.C Complete bridge hydraulic study and scour analysis	x	x	Hydraulic run for TAF if required for permitting

2.7. Bridge			
2.7.A. Bridge Design			
2.7.A.A. Title Sheet			
2.7.A.A Title Sheet	x		
2.7.A.B General Notes	x		2 sheets.
2.7.A.D Typical Sections	x		Assume 4 sections. 1. Existing section 2. Full depth section 3. Planing & Overlay Section 4. Craded Shoulder Sections
2.7.A.E Cross Sections	x		5 sheets. (14 sections at 50 foot increments) to show grading for guardrail replacement.
2.7.A.F Plan and Profile - Mainline	x		3 Sheets.
2.7.A.J Intersection Details	x	x	Tie in at Little Miami Scenic trail
2.7.B. Drainage			
2.7.B.D Drainage Calculations	x		Bridge spread calculations. No anticipated ditch analysis.
2.7.B.E BMP Design	x	x	Likely not applicable, small project footprint less than 1 acre.
2.7.C. Utilities			
2.7.C.A Utility Coordination and Documentation	x		
2.7.C.D Add Utilities to Plan/Profile Sheets	x		
2.7.D. Structure - Design Report			
2.7.F.A Bridge Design Report	x		Analysis of superstructure depth to determine if a raise in profile is required.
2.7.F.B Bridge Site Plan	x		
2.7.G. Airway/Highway			
2.7.G.A Perform Airway/Highway clearance analysis	x		Red Stewari Airfield 4925 N. State Route 42 is located within the 20,000 feet of project. But appears to be private.
2.7.H. Roadway/Interchange/Bridge Costs			
2.7.H.A Roadway/Interchange/Bridge Costs	x		
2.7.J.A Detour Plan	x		

2.8 Project Management and Primary Construction			
2.8.B General Oversight	x		
2.8.C Project Set Up	x		
3 Environmental Engineering Phase			
3.1 Environmental Permitting and Permit Impact			
3.1.I Biological Assessment for Federally Listed Species	x	x	See Lawhon Narrative attached.
3.1.J NWP-Pre-Construction Notification (PCN)	x		See Lawhon Narrative attached.
3.1.M State and Federal Scenic River Project Coordination	x		See Lawhon Narrative attached.
3.1.N Phase 1 and Phase 2 Mussel Survey	x		See Lawhon Narrative attached.
3.1.Q Mussel Survey Salvage and Relocation	x		See Lawhon Narrative attached.
3.3 Stage 2			
3.3.A.A Update Title Sheet			
3.3.A.A Update Title Sheet	x		Minor updates to include index of sheets.
3.3.A.C Update General Notes	x		2 note sheets.
3.3.A.D Update Typical Sections	x		Assume 4 sections. 1. Existing section 2. Full depth section 3. Planing & Overlay Section 4. Graded Shoulder Sections
3.3.A.E Update Plan and Profile - Mainline	x		3 sheets.
3.3.A.H Update Cross Sections	x		5 sheets. (14 sections at 50 foot increments)
3.3.A.I Update Intersection Details	x	x	Tie in at Little Miami Scenic trail
3.3.C Traffic Control			
3.3.C.A Pavement Marking Plan	x		Combine Pavement marking with signing.
3.3.E.A MOT General Notes	x		1 sheet.

3.0 Bridge Construction			
3.1 Bridge Construction			
3.2 Bridge Construction			
3.3 Bridge Construction			
3.3.1.A Update Bridge Site Plan	x		
3.3.1.B Bridge General Notes (2 sheets)	x		2 sheets.
3.3.1.C Abutment Sheets (4 sheets)	x		2 Abutment Removal Detail sheets and 2 Abutment Modification Detail sheets
3.3.1.D Pier Details (2 sheets)	x		1 Sheet showing Pier 1 & 2 Details, 1 sheet showing Piers 3 & 4 Details.
3.3.1.H			
3.3.1.H.1 Bearing Details	x		
3.3.1.H.2 Beam Layout Plan	x		
3.3.1.H.3 Deck Plan	x		
3.3.1.H.4 Beam Details	x		2 sheets of transverse section and longitudinal sections of beams, 4 beam lengths.
3.3.1.H.5 Transverse Section and Semi-integral Details	x		
3.3.1.H.6 Camber and deck slab thickness diagram	x		
3.3.1.H.7 Screed and Final Elevation Tables	x		
3.3.1.I Structure Load Rating and Analysis	x		
3.3.1.J			
3.3.1.J.A Utility Coordination and Documentation	x		
3.4 Right of Way Easement			
3.4.A Acquisition of Right of Way Easements			
3.4.A Stake existing R/W, Proposed R/W and Temporary R/W, per parcel	x	x	If Authorized* unit price per parcel.
3.4.B.F Dedication Plats & Survey Record, per parcel	x	x	If Authorized. Unit price per exhibit. Anticipate 3 owners.
3.4.B.G Legal Descriptions and Closure Calculations, per parcel	x	x	If Authorized. Unit price per legal description. Anticipate 3 owners.
3.4.B.J Exhibits for Legal Descriptions (8 1/2" x 11"), per parcel	x	x	If Authorized. Unit price per exhibit, 8.5x11 paper. Anticipate 3 owners.
3.4.C Right of Way Easements			
3.4.C.D Set R/W Pins after acquisition, per parcel	x	x	If Authorized. Setting 6 corners per parcel. Unit price per parcel.

3.6 Environmental Commitment Plan Notes			
3.6.A Environmental Commitment Plan Notes	x		
3.8 Prepare Cost Estimates and Revise Bid Item			
3.8.A Roadway/Structure Costs	x		
4 Final Engineering and R/W Phase			
4.1 Stage 3 Detail Design Plans			
4.2 Quantities and Prices			
4.2.A.A Estimated Quantities	x		
4.2.A.C Roadway Subsummary	x		
4.2.A.F Pavement Marking & Signing Subsummary and Plans	x		
4.2.A.M General Summary Sheet	x		2 sheets
4.2.A.N Bridge Estimated Quantities Sheet	x		
4.2.A.O Reinforcing Steel Schedule	x		
4.2.A.P Update of General Notes	x		
4.2.A.S Update Bridge General Notes	x		
4.2.D Project Site Plans			
4.2.D.C Project Site Plan	x		Assume combined EDA < 1 ac. Therefore no Project Site Plan included
4.2.D.G Update Title Sheet	x		Add Standard Drawings and Finalize page numbers
4.3 Prepare Cost Estimates and Revise Bid Item			
4.3.A Roadway/Bridge Costs	x		
4.4 Final Plan Package			
4.4.A Submission of Final Tracings and Documentation	x		Pull and 1/2 size PDF submission, One full size and one 1/2 size printed copy of complete plans set. CD with project related word and excel documents and Microstation drawings (basemaps and sheets) converted to AutoCadd.

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

County Route and Section: WAR-CR182-0.10 over Little Miami River

PROJECT DESCRIPTION: Rehabilitation of Warren County Bridge No.: #182-0.10 by superstructure replacement.

Proposal Date: 1/9/2024
Revised Date: 1/17/2024

HOURLY RATES

Proj. Exec.	\$82.50
Proj. Mgr. or P.S.	\$70.00
Senior Engineer	\$63.00
Engineer or Crew Chief	\$52.50
Survey Field Person	\$31.50
Technician or Clerical	\$29.50

Average Overhead Rate =	157.79%	(Net Fee Calc.)
Overhead Percentage =	142.38%	
Net Fee Percentage =	11.00%	
Cost of Money =	0.00%	

Task #	Task Description	N o.	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
1 Planning Phase											
1.5	Project Management/Planning/Reports										
1.5 A	Meetings		76.25	4	\$305	\$434	\$0	\$0	\$0	\$86	\$826
1.5	Subtotal		76.25	4	\$305	\$434	\$0	\$0	\$0	\$86	\$826
	SUBTOTAL PLANNING PHASE		76.25	4	\$305	\$434	\$0	\$0	\$0	\$86	\$826
2 Preliminary Engineering Phase											
2.2	Partial Environmental Field Studies										
2.2 C	Ecological Survey		#DIV/0!	0	\$0	\$0	\$0	\$6,000	\$0	\$0	\$6,000
2.2	Subtotal		#DIV/0!	0	\$0	\$0	\$0	\$6,000	\$0	\$0	\$6,000
2.3	ASR/Design										
2.3 A	As-Built Survey and Layout of Work										
2.3 A.A	Project Control, Benchmarks, and Reference Points		46.67	48	\$2,240	\$3,189	\$0	\$1,665	\$0	\$635	\$7,730
2.3 A.B	Monumentation recovery		50.00	56	\$2,800	\$3,987	\$0	\$0	\$0	\$794	\$7,581
2.3 A.C	Base Mapping (incl. field verify.)		52.77	52	\$2,744	\$3,907	\$0	\$0	\$0	\$778	\$7,429
2.3 A.D	Drainage Survey (stream cross sections)		44.80	20	\$896	\$1,276	\$0	\$530	\$0	\$254	\$3,956
2.3 A.E	Bridge Survey		42.97	58	\$2,492	\$3,548	\$0	\$0	\$0	\$707	\$6,747
2.3 A.F	Establish property lines, tax id, & ownerships on base map		70.00	24	\$1,680	\$2,392	\$0	\$0	\$0	\$476	\$4,548
2.3 A.G	Property Owner Notification		16.25	4	\$185	\$263	\$0	\$10	\$0	\$52	\$511
2.3	Subtotal		49.76	262	\$13,037	\$18,562	\$0	\$2,105	\$0	\$3,697	\$37,501
2.5	ASR Submittal and Other Studies										
2.5 D.A	Floodplain coordination		70.00	4	\$280	\$399	\$0	\$0	\$0	\$79	\$758
2.5	Subtotal		70.00	4	\$280	\$399	\$0	\$0	\$0	\$79	\$758
2.7	ASR Design										
2.7 A	Drawings										
2.7 A.A	Title Sheet		51.83	6	\$311	\$443	\$0	\$0	\$0	\$88	\$842
2.7 A.B	General Notes		46.25	8	\$370	\$527	\$0	\$0	\$0	\$105	\$1,002
2.7 A.D	Typical Sections		44.50	24	\$1,068	\$1,521	\$0	\$0	\$0	\$303	\$3,891
2.7 A.E	Cross Sections		56.15	46	\$2,583	\$3,678	\$0	\$0	\$0	\$732	\$6,993
2.7 A.F	Plan and Profile - Mainline		48.25	72	\$3,474	\$4,946	\$0	\$0	\$0	\$985	\$9,405
2.7 B	Calculations										
2.7 B.D	Drainage Calculations		63.00	2	\$126	\$179	\$0	\$0	\$0	\$36	\$341
2.7 C	Utilities										
2.7 C.A	Utility Coordination and Documentation		70.00	2	\$140	\$199	\$0	\$0	\$0	\$40	\$379
2.7 C.D	Add Utilities to Plan/Profile Sheets		52.50	3	\$158	\$224	\$0	\$0	\$0	\$45	\$426
2.7 F	Drawings - Final Report										
2.7 F.A	Bridge Design Report		64.75	20	\$1,295	\$1,844	\$0	\$0	\$0	\$467	\$3,506
2.7 F.B	Bridge Site Plan		64.75	24	\$1,554	\$2,213	\$0	\$0	\$0	\$441	\$4,207
2.7 G.A	Perform Airway/Highway clearance analysis		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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

County Route and Section: WAR-CR182-0.10 over Little Miami River

PROJECT DESCRIPTION: Rehabilitation of Warren County Bridge No. #182-0.10 by superstructure replacement.

Proposal Date: 1/9/2024
 Revised Date: 1/17/2024

HOURLY RATES

Proj. Exec.	\$82.50
Proj. Mgr. or P.S.	\$70.00
Senior Engineer	\$63.00
Engineer or Crew Chief	\$52.50
Survey Field Person	\$31.50
Technician or Clerical	\$29.50

Average Overhead Rate =	157.79%	(Net Fee Calc.)
Overhead Percentage =	142.38%	
Net Fee Percentage =	11.00%	
Cost of Money =	0.00%	

Task #	Task Description	N o.	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
2.7	2.7 H.A Roadway/Interchange/Bridge Costs		65.80	10	\$658	\$937	\$0			\$187	\$1,781
2.7	2.7 J.A Detour Plan		36.20	10	\$362	\$515	\$0			\$103	\$980
2.7	2.7 Subtotal		53.30	227	\$12,099	\$17,226	\$0	\$0	\$0	\$3,431	\$32,755
2.8	2.8 B General Oversight		73.13	20	\$1,463	\$2,082	\$0			\$415	\$3,960
2.8	2.8 C Project Set Up		76.25	10	\$763	\$1,086	\$0			\$216	\$2,064
2.8	2.8 Subtotal		74.17	30	\$2,225	\$3,168	\$0	\$0	\$0	\$631	\$6,024
	SUBTOTAL PRELIMINARY ENGINEERING PHASE		52.85	523	\$27,641	\$39,355	\$0	\$2,205	\$6,000	\$7,838	\$83,038
3	3 Environmental Engineering Phase										
3.1	3.1 J NWP-Pre-Construction Notification (PCN)		63.00	4	\$252	\$359	\$0		\$6,350	\$71	\$7,032
3.1	3.1 M State and Federal Scenic River Project Coordination		63.00	1	\$63	\$90	\$0		\$5,800	\$18	\$5,971
3.1	3.1 N Phase 1 and Phase 2 Mussel Survey		#DIV/0!	0	\$0	\$0	\$0		\$18,500	\$0	\$18,500
3.1	3.1 Q Mussel Survey Salvage and Relocation		#DIV/0!	0	\$0	\$0	\$0		\$7,350	\$0	\$7,350
3.1	3.1 Subtotal		63.00	5	\$315	\$448	\$0	\$0	\$38,000	\$89	\$38,853
3.3	3.3 A Update Title Sheet		51.83	3	\$156	\$221	\$0			\$44	\$421
3.3	3.3 A.C Update General Notes		40.67	6	\$244	\$347	\$0			\$69	\$661
3.3	3.3 A.D Update Typical Sections		64.75	8	\$518	\$738	\$0			\$147	\$1,402
3.3	3.3 A.E Update Plan and Profile - Mainline		64.17	24	\$1,540	\$2,193	\$0			\$437	\$4,169
3.3	3.3 A.H Update Cross Sections		63.00	14	\$882	\$1,256	\$0			\$250	\$2,388
3.3	3.3 C.A Pavement Marking Plan		48.47	17	\$824	\$1,173	\$0			\$234	\$2,231
3.3	3.3 E.A MOT General Notes		64.75	4	\$259	\$369	\$0			\$73	\$701
3.3	3.3 I.A Update Bridge Site Plan		65.80	5	\$329	\$468	\$0			\$93	\$891
3.3	3.3 I.B Bridge General Notes (2 sheets)		65.80	20	\$1,316	\$1,874	\$0			\$373	\$3,563
3.3	3.3 I.C Abutment Sheets (4 sheets)		51.90	72	\$3,737	\$5,320	\$0			\$1,060	\$10,116
3.3	3.3 I.D Pier Details (2 sheets)		52.19	32	\$1,670	\$2,378	\$0			\$474	\$4,521
3.3	3.3 I.H.1 Bearing Details		48.89	18	\$880	\$1,253	\$0			\$250	\$2,382
3.3	3.3 I.H.2 Beam Layout Plan		51.45	44	\$2,264	\$3,223	\$0			\$642	\$6,129
3.3	3.3 I.H.3 Deck Plan		43.41	27	\$1,172	\$1,669	\$0			\$332	
3.3	3.3 I.H.4 Beam Details		53.65	40	\$2,146	\$3,055	\$0			\$609	\$5,810
3.3	3.3 I.H.5 Transverse Section and Semi-integral Details		52.00	34	\$1,768	\$2,517	\$0			\$501	\$4,787
3.3	3.3 I.H.6 Camber and deck slab thickness diagram		47.65	34	\$1,620	\$2,307	\$0			\$459	\$4,386
3.3	3.3 I.H.7 Screenshot and Final Elevation Tables		54.43	28	\$1,524	\$2,170	\$0			\$432	\$4,126
3.3	3.3 I.I Structure Load Rating and Analysis		63.88	16	\$1,032	\$1,455	\$0			\$290	\$2,767

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

County Route and Section: WAR-CR182-0.10 over Little Miami River

PROJECT DESCRIPTION: Rehabilitation of Warren County Bridge No.: #182-0.10 by superstructure replacement.

Proposal Date: 1/9/2024
Revised Date: 1/17/2024

HOURLY RATES

Proj. Exec. \$82.50
Proj. Mgr. or P.S. \$70.00
Senior Engineer \$63.00
Engineer or Crew Chief \$52.50
Survey Field Person \$31.50
Technician or Clerical \$29.50

Average Overhead Rate = 157.79% (Net Fee Calc.)
Overhead Percentage = 142.38%
Net Fee Percentage = 11.00%
Cost of Money = 0.00%

Task #	Task Description	N o.	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
3.3 Utilities											
3.3.J.A	Utility Coordination and Documentation		70.00	2	\$140	\$199	\$0			\$40	\$379
3.3	Subtotal		53.59	418	\$24,010	\$34,185	\$0	\$0	\$0	\$6,808	\$65,004
3.6 Environmental Commitments and Plan Notes											
3.6.A	Environmental Commitment Plan Notes		40.67	3	\$122	\$174	\$0			\$35	\$330
3.6	Subtotal		40.67	3	\$122	\$174	\$0	\$0	\$0	\$35	\$330
3.8 Prepare Cost Estimates and Review Milestones											
3.8.A	Roadway/Structure Costs		66.50	8	\$532	\$757	\$0			\$151	\$1,440
3.8	Subtotal		66.50	8	\$532	\$757	\$0	\$0	\$0	\$151	\$1,440
	SUBTOTAL ENVIRONMENTAL ENGINEERING PHASE		53.83	464	\$24,979	\$35,565	\$0	\$0	\$38,000	\$7,083	\$105,627
4 Final Engineering and R/W Phase											
4.2 State Detail Design Plans											
4.2.A Estimates and Notes											
4.2.A.A	Estimated Quantities		51.83	18	\$933	\$1,328	\$0			\$265	\$1,526
4.2.A.C	Roadway Subsummary		51.83	18	\$933	\$1,328	\$0			\$265	\$1,526
4.2.A.F	Pavement Marking & Signing Subsummary and Plans		46.25	8	\$370	\$527	\$0			\$105	\$1,002
4.2.A.M	General Summary Sheet		57.89	36	\$2,084	\$2,967	\$0			\$591	\$5,642
4.2.A.N	Bridge Estimated Quantities Sheet		65.63	16	\$1,050	\$1,495	\$0			\$298	\$2,843
4.2.A.O	Reinforcing Steel Schedule		54.43	28	\$1,524	\$2,170	\$0			\$432	\$4,126
4.2.A.P	Update of General Notes		63.00	4	\$252	\$359	\$0			\$71	\$682
4.2.A.S	Update Bridge General Notes		66.50	4	\$266	\$379	\$0			\$75	\$720
4.2.D Details											
4.2.D.C	Project Site Plan		#DIV/0!	0	\$0	\$0	\$0			\$0	\$0
4.2.D.G	Update Title Sheet		46.25	8	\$370	\$527	\$0			\$105	\$1,002
4.2	Subtotal		55.59	140	\$7,782	\$11,080	\$0	\$0	\$0	\$2,207	\$21,069
4.3 Prepare Cost Estimates and Review Milestones											
4.3.A	Roadway/Bridge Costs		63.00	6	\$378	\$538	\$0			\$107	\$1,023
4.3	Subtotal		63.00	6	\$378	\$538	\$0	\$0	\$0	\$107	\$1,023
4.4 Final Plan Package											
4.4.A	Submission of Final Tracings and Documentation		51.00	20	\$1,020	\$1,452	\$0	\$75		\$289	\$2,837
4.4	Subtotal		51.00	20	\$1,020	\$1,452	\$0	\$75	\$0	\$289	\$2,837
	SUBTOTAL FINAL ENGINEERING AND R/W PHASE		55.30	166	\$9,180	\$13,070	\$0	\$75	\$0	\$2,603	\$24,929
	SUBTOTAL - AUTHORIZED TASKS		53.68	1157	\$62,105	\$88,424	\$0	\$2,280	\$44,000	\$17,611	\$214,420

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

County Route and Section: WAR-CR182-0.10 over Little Miami River

PROJECT DESCRIPTION: Rehabilitation of Warren County Bridge No.: #182-0.10 by superstructure replacement.

Proposal Date: 1/9/2024
Revised Date: 1/17/2024

HOURLY RATES

Proj. Exec.	\$82.50
Proj. Mgr. or P.S.	\$70.00
Senior Engineer	\$63.00
Engineer or Crew Chief	\$52.50
Survey Field Person	\$31.50
Technician or Clerical	\$29.50

Average Overhead Rate =	157.79%	(Net Fee Calc.)
Overhead Percentage =	142.38%	
Net Fee Percentage =	11.00%	
Cost of Money =	0.00%	

Task #	Task Description	N o.	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
IF AUTHORIZED TASKS											
2.3.H.A	Analyze and coordinate impacts on FEMA flood zones		65.80	10	\$658	\$937	\$0	\$100		\$187	\$2,281
2.5.D.B	Perform Bridge Hydrology Analysis		63.00	2	\$126	\$179	\$0			\$36	\$341
2.5.D.C	Complete bridge hydraulic study and scour analysis		65.33	30	\$1,960	\$2,791	\$0			\$556	\$5,306
2.7.A.J	Intersection Details		63.00	6	\$378	\$538	\$0			\$107	\$1,023
2.7.B.E	BMP Design		63.00	5	\$315	\$448	\$0			\$89	\$853
3.3.A.I	Update Intersection Details		63.00	2	\$126	\$179	\$0			\$36	\$341
3.4.A	Stake existing R/W, Proposed R/W and Temporary R/W, per parcel		45.11	9	\$406	\$578	\$0	\$45		\$115	\$1,144
3.4.B.F	Dedication Plats & Survey Record, per parcel		56.00	20	\$1,120	\$1,595	\$0			\$318	\$3,032
3.4.B.G	Legal Descriptions and Closure Calculations, per parcel		56.88	8	\$455	\$648	\$0			\$129	\$1,232
3.4.B.J	Exhibits for Legal Descriptions (8 1/2" x 11"), per parcel		46.38	4	\$186	\$264	\$0	\$45		\$53	\$547
3.4.C.D	Set R/W Pins after acquisition, per parcel		49.00	8	\$392	\$558	\$0	\$45		\$111	\$1,106
2.2.I	Phase I Cultural Resource History/Architecture Survey	#DIV/0!		0	\$0	\$0	\$0		\$6,950	\$0	\$6,950
3.1.I	Biological Assessment for Federally Listed Species	#DIV/0!		0	\$186	\$264	\$0		\$9,850	\$53	\$10,352
	SUBTOTAL - IF AUTHORIZED TASKS		60.64	104	\$6,307	\$8,980	\$0	\$635	\$16,800	\$1,788	\$34,510
	GRAND TOTAL - ALL TASKS		54.25	1261	\$68,412	\$97,404	\$0	\$2,915	\$60,800	\$19,399	\$248,930

DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS, PERSONNEL

AND LABOR RATES

County Route and Section: WAR-CR182-0.10 over Little Miami River

PROJECT DESCRIPTION: Rehabilitation of Warren County Bridge No.: #182-0.10 by superstructure replacement.

Proposal Date: 1/9/2024
 Revised Date: 1/17/2024
HOURLY RATES

Proj. Exec. \$82.50
 Proj. Mgr. or P.S. \$70.00
 Senior Engineer \$63.00
 Engineer or Crew Chief \$52.50
 Survey Field Person \$31.50
 Technician or Clerical \$29.50

Task #	Task Description	Proj. Exec.	Proj. Mgr. or P.S.	Senior Engineer	Engineer or Crew Chief	Survey Field Person	Technician or Clerical	Overall Total Hours	Labor Costs
1 Planning Phase									
1.1 Project Management for Planning Phase									
1.1.A	Meetings	2	2					4	\$305.00
1.1.S	Subtotal	2	2	0	0	0	0	4	\$305.00
SUBTOTAL PLANNING PHASE		2	2	0	0	0	0	4	\$305.00
2 Preliminary Engineering Phase									
2.1 Field Data									
2.1.A Project Control, Benchmarks, and Reference Points									
2.1.A.A	Project Control, Benchmarks, and Reference Points		8		20	20		48	\$2,240.00
2.1.A.B	Monumentation recovery		16		20	20		56	\$2,800.00
2.1.A.C	Base Mapping (incl. field verify.)		20		16	16		52	\$2,744.00
2.1.A.D	Drainage Survey (stream cross sections)		2		9	9		20	\$896.00
2.1.A.E	Bridge Survey		2		28	28		58	\$2,492.00
2.1.A.F	Establish property lines, tax id, & ownerships on base map		24					24	\$1,680.00
2.1.A.G	Property Owner Notification			2			2	4	\$185.00
2.1.S	Subtotal	0	72	2	93	93	2	262	\$13,037.00
2.2 Aerial and Other Studies									
2.2.A Structures									
2.2.A.D	Floodplain coordination		4					4	\$280.00
2.2.S	Subtotal	0	4	0	0	0	0	4	\$280.00
2.3 Single Design									
2.3.A Roadway									
2.3.A.A	Title Sheet			4			2	6	\$311.00
2.3.A.B	General Notes			4			4	8	\$370.00
2.3.A.D	Typical Sections			8	4		12	24	\$1,068.00
2.3.A.E	Cross Sections			16	30			46	\$2,583.00
2.3.A.F	Plan and Profile - Mainline			30	15		27	72	\$3,474.00
2.3.B Drainage									
2.3.B.D	Drainage Calculations			2				2	\$126.00
2.3.C Utilities									
2.3.C.A	Utility Coordination and Documentation		2					2	\$140.00
2.3.C.D	Add Utilities to Plan/Profile Sheets				3			3	\$157.50
2.3.F Structures - Design Report									
2.3.F.A	Bridge Design Report		5	15				20	\$1,295.00
2.3.F.B	Bridge Site Plan		6	18				24	\$1,554.00
2.3.G Miscellaneous									
2.3.G.A	Perform Airway/Highway clearance analysis			0				0	\$0.00
2.3.H Regional Cost Estimates and Report - Mileages									
2.3.H.A	Roadway/Interchange/Bridge Costs		4	6				10	\$658.00
2.3.J.A	Detour Plan			2			8	10	\$362.00
2.3.S	Subtotal	0	17	105	52	0	53	227	\$12,098.50

DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS, PERSONNEL

AND LABOR RATES

County Route and Section: WAR-CR182-0.10 over Little Miami River

PROJECT DESCRIPTION: Rehabilitation of Warren County Bridge No.: #182-0.10 by superstructure replacement.

Proposal Date: 1/9/2024
 Revised Date: 1/17/2024
HOURLY RATES

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 Proj. Mgr. or P.S. \$70.00
 Senior Engineer \$63.00
 Engineer or Crew Chief \$52.50
 Survey Field Person \$31.50
 Technician or Clerical \$29.50

Task #	Task Description	Proj. Exec.	Proj. Mgr. or P.S.	Senior Engineer	Engineer or Crew Chief	Survey Field Person	Technician or Clerical	Overall Total Hours	Labor Costs
2.8	Project Management for Preliminary Engineering Phase								
2.8.B	General Oversight	5	15					20	\$1,462.50
2.8.C	Project Set Up	5	5					10	\$762.50
2.8	Subtotal	10	20	0	0	0	0	30	\$2,225.00
	SUBTOTAL PRELIMINARY ENGINEERING PHASE	10	113	107	145	93	55	523	\$27,640.50
3	Environmental Engineering Phase								
3.1	Environmental Field Studies and Refined Impacts								
3.1.I	NWP-Pre-Construction Notification (PCN)			4				4	\$252.00
3.1.M	State and Federal Scenic River Project Coordination			1				1	\$63.00
3.1	Subtotal	0	0	5	0	0	0	5	\$315.00
3.3	Site								
3.3.A	Revised								
3.3.A.A	Update Title Sheet			2			1	3	\$155.50
3.3.A.C	Update General Notes			2			4	6	\$244.00
3.3.A.D	Update Typical Sections		2	6				8	\$518.00
3.3.A.E	Update Plan and Profile - Mainline		4	20				24	\$1,540.00
3.3.A.H	Update Cross Sections			14				14	\$882.00
3.3.C	Traffic Control								
3.3.C.A	Pavement Marking Plan		3	6			8	17	\$824.00
3.3.E.A	MOT General Notes		1	3				4	\$259.00
3.3.I	Structures								
3.3.I.A	Update Bridge Site Plan		2	3				5	\$329.00
3.3.I.B	Bridge General Notes (2 sheets)		8	12				20	\$1,316.00
3.3.I.C	Abutment Sheets (4 sheets)		15	30			27	72	\$3,736.50
3.3.I.D	Pier Details (2 sheets)		8	12			12	32	\$1,670.00
3.3.I.H.1	Bearing Details		2	8			8	18	\$880.00
3.3.I.H.2	Beam Layout Plan		4	24			16	44	\$2,264.00
3.3.I.H.3	Deck Plan		1	10			16	27	\$1,172.00
3.3.I.H.4	Beam Details		4	24			12	40	\$2,146.00
3.3.I.H.5	Transverse Section and Semi-integral Details		4	18			12	34	\$1,768.00
3.3.I.H.6	Camber and deck slab thickness diagram		2	16			16	34	\$1,620.00
3.3.I.H.7	Screed and Final Elevation Tables		4	16			8	28	\$1,524.00
3.3.I.I	Structure Load Rating and Analysis		2	14				16	\$1,022.00
3.3.J	Utilities								
3.3.J.A	Utility Coordination and Documentation		2					2	\$140.00
3.3	Subtotal	0	68	240	0	0	140	448	\$24,010.00

DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS, PERSONNEL

AND LABOR RATES

County Route and Section: WAR-CR182-0.10 over Little Miami River

PROJECT DESCRIPTION: Rehabilitation of Warren County Bridge No.: #182-0.10 by superstructure replacement.

Proposal Date: 1/9/2024

Revised Date: 1/17/2024

HOURLY RATES

Proj. Exec.	\$82.50
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Senior Engineer	\$63.00
Engineer or Crew Chief	\$52.50
Survey Field Person	\$31.50
Technician or Clerical	\$29.50

Task #	Task Description	Proj. Exec.	Proj. Mgr. or P.S.	Senior Engineer	Engineer or Crew Chief	Survey Field Person	Technician or Clerical	Overall Total Hours	Labor Costs
3.6	Environmental Commitments and Plan Notes			1			2	3	\$122.00
3.6.A	Environmental Commitment Plan Notes			1			2	3	\$122.00
3.6	Subtotal	0	0	1	0	0	2	3	\$122.00
3.8	Prepare Cost Estimates and Revise Milestone			4				8	\$532.00
3.8.A	Roadway/Structure Costs		4	4				8	\$532.00
3.8	Subtotal	0	4	4	0	0	0	8	\$532.00
	SUBTOTAL ENVIRONMENTAL ENGINEERING PHASE	0	72	250	0	0	142	464	\$24,979.00
4	Final Engineering and R/W Phase								
4.2	Stage Detailed Design Plans, Estimates and Specs			12			6	18	\$933.00
4.2.A	Estimated Quantities			12			6	18	\$933.00
4.2.A.C	Roadway Subsummary			4			4	8	\$370.00
4.2.A.F	Pavement Marking & Signing Subsummary and Plans		12	16			8	36	\$2,034.00
4.2.A.M	General Summary Sheet		6	10				16	\$1,050.00
4.2.A.N	Bridge Estimated Quantities Sheet		4	16			8	28	\$1,524.00
4.2.A.P	Update of General Notes			4				4	\$252.00
4.2.A.S	Update Bridge General Notes		2	2				4	\$266.00
4.2.B	Miscellaneous							0	\$0.00
4.2.D.C	Project Site Plan			4			4	8	\$370.00
4.2.D.G	Update Title Sheet			80		0	36	140	\$7,782.00
4.2	Subtotal	0	24	80	0	0	36	140	\$7,782.00
4.3	Prepare Cost Estimates and Revise Milestone			6				6	\$378.00
4.3.A	Roadway/Bridge Costs			6				6	\$378.00
4.3	Subtotal	0	0	6	0	0	0	6	\$378.00
4.4	Final Plan Package			8			8	20	\$1,020.00
4.4.A	Submission of Final Tracings and Documentation		4	8			8	20	\$1,020.00
4.4	Subtotal	0	4	8	0	0	8	20	\$1,020.00
	SUBTOTAL FINAL ENGINEERING AND R/W PHASE	0	28	94	0	0	44	166	\$9,180.00
	SUBTOTAL - AUTHORIZED TASKS	12	215	451	145	93	241	1157	\$62,104.50

DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS, PERSONNEL

AND LABOR RATES

County Route and Section: WAR-CR182-0.10 over Little Miami River

PROJECT DESCRIPTION: Rehabilitation of Warren County Bridge No.: #182-0.10 by superstructure replacement.

Proposal Date: 1/9/2024

Revised Date: 1/17/2024

HOURLY RATES

Proj. Exec. \$82.50
 Proj. Mgr. or P.S. \$70.00
 Senior Engineer \$63.00
 Engineer or Crew Chief \$52.50
 Survey Field Person \$31.50
 Technician or Clerical \$29.50

Task #	Task Description	Proj. Exec.	Proj. Mgr. or P.S.	Senior Engineer	Engineer or Crew Chief	Survey Field Person	Technician or Clerical	Overall Total Hours	Labor Costs
IF AUTHORIZED TASKS									
2.3.H.A	Analyze and coordinate impacts on FEMA flood zones		4	6				10	\$658.00
2.5.D.B	Perform Bridge Hydrology Analysis			2				2	\$126.00
2.5.D.C	Complete bridge hydraulic study and scour analysis		10	20				30	\$1,960.00
2.7.A.J	Intersection Details			6				6	\$378.00
2.7.B.E	BMP Design			5				5	\$315.00
3.3.A.I	Update Intersection Details			2				2	\$126.00
3.4.A	Stake existing R/W, Proposed R/W and Temporary R/W, per parcel		1		4	4		9	\$406.00
3.4.B.F	Dedication Plats & Survey Record, per parcel		4		16			20	\$1,120.00
3.4.B.G	Legal Descriptions and Closure Calculations, per parcel		2		6			8	\$455.00
3.4.B.J	Exhibits for Legal Descriptions (8 1/2" x 11"), per parcel		1		1	2		4	\$185.50
3.4.C.D	Set R/W Pins after acquisition, per parcel		2		3	3		8	\$392.00
	Subtotal of If-Authorized Tasks	0	22	41	27	6	0	96	\$5,729.50
	GRAND TOTAL	12	237	492	172	99	241	1253	\$67,834.00



Lawhon & Associates, Inc.
ENVIRONMENTAL CONSULTING AND ENGINEERING SERVICES

Columbus
Cleveland
Dayton

December 27, 2023

Carol A. Boehm, P.E.
Senior Bridge Engineer
Korda
1650 Watermark Dr.
Columbus, OH

Re: Proposal to Prepare Waterway Permit Application and Supporting Studies for the Proposed WAR-CR182-0.10 Bridge Rehabilitation Project near Oregonia, Warren County, Ohio

Dear Ms. Boehm,

Lawhon & Associates, Inc. (L&A) is submitting this proposal to and prepare waterway permit applications with supporting studies for the proposed rehabilitation of the WAR-CR182-0.10 bridge over Hawleys Run and the State and National Scenic Little Miami River near Oregonia, Ohio. The superstructure of the existing bridge is deteriorating and is in need of rehabilitation. The proposed activity will likely require a Nationwide Permit (NWP) from the USACE for anticipated work below the Ordinary High Water Mark (OHWM) of both Hawleys Run and the Little Miami River. The proposed activities to rehabilitate the bridge will require the submission of a PCN under NWP 3, as any activity subject to Section 404 authorization requires notification for any activity in Washington Township, Warren County. Supporting environmental tasks could include State and Federal Scenic River Project Review, a cultural resources study, Biological Assessment, and a Group 2 (Little Miami River) mussel survey and relocation. L&A's technical approach and associated fees to complete the required permit applications and supporting studies are presented in this proposal.

Company Overview

L&A provides full-service environmental and engineering consulting services to solve environmental issues for the public and private sector. The company was established in 1985 in Columbus, Ohio and owes its success to a continuing policy of providing sound environmental technical solutions through the personal direction of the principals and staff. Over the past 30 years, our services have grown to also include environmental site investigations and remediation; environmental engineering solutions; ecological and wetland services; cultural and historic resources evaluations; and indoor environmental quality (heavy metals, microbial contamination and air quality). L&A is a **Women-Owned Business** and licensed engineering company (#03-0125) in the State of Ohio, with offices in Columbus, Cincinnati, Cleveland and Dayton, Ohio. We are known for being responsive to our clients and for providing quality services in a cost effective and timely manner.

Technical Proposal

TASK 1: ECOLOGICAL SURVEY

L&A will conduct an ecological survey of the immediate area around the proposed bridge rehabilitation. The study area will be wide enough to accommodate the proposed construction limits of the project and any additional work or staging areas that may be required to complete the work. The ecological resource survey will include the identification and delineation of all potentially jurisdictional waters (i.e., wetlands and streams) in accordance with the procedures for routine wetland delineations as described in the 1987 USACE Wetland Delineation Manual and the Midwest Regional Supplement; wetland assessment utilizing the Ohio EPA's Ohio Rapid Assessment Method for Wetlands (ORAM); stream assessment utilizing the Ohio EPA's Qualitative Habitat Evaluation Index (QHEI) protocol and/or Headwater Habitat Evaluation Index evaluation (HHEI) for headwater streams (qualitative assessment only, i.e., pages 1 and 2 of the PHWH form), as applicable; and the assessment of any threatened or endangered (T&E) species or potentially suitable habitat for these species within the study area.

Prior to the initiation of the field survey, L&A will contact the U.S. Fish and Wildlife Service (USFWS) and the Ohio Department of Natural Resources (ODNR), Ohio Natural Heritage Database (ONHD) to request information on any recorded occurrences of federal or state-protected species within the immediate vicinity of the proposed project.

Upon completion of the fieldwork, L&A will prepare a written report that summarizes the findings of the ecological resources survey. The report will contain an overall site description; descriptions of all ecological resources identified within the Study Area; representative photographs; mapping of the GPS data collected during fieldwork as GIS shapefiles; and additional mapping of the Study Area showing topographic, soil survey, and National Wetland Inventory (NWI) data. The report will evaluate the wetlands and streams identified within the project limits and will be suitable for submittal to the USACE for confirmation of our delineation.

TASK 2: NWP PRE-CONSTRUCTION NOTIFICATION (PCN)

When the ecological field investigation is complete and there is enough design information available to quantify impacts, L&A will begin drafting the pre-construction notification (PCN) for the proposed rehabilitation project. A PCN will be required as all projects located in Washington Township require notification to the USACE. Based on the information available and the scale of the proposed project, it is anticipated that the proposed project can be authorized under a Nationwide Permit (NWP). As part of the PCN, L&A will incorporate the responses from USFWS and ODNR regarding the potential presence of federal or state-protected species within the immediate vicinity of the proposed project.

Development of the PCN will require design plans (~90% complete) to be included with the submittal. Based on the currently available information, it is anticipated that the proposed project can likely be authorized under a NWP, specifically NWP 3 – Maintenance. L&A will also provide technical support during the agency review of the PCN.

TASK 3: STATE AND FEDERAL SCENIC RIVER PROJECT COORDINATION

The Little Miami River is listed as both a State and Federal Scenic River. L&A will initiate coordination with the National Park Service and the ODNR to discuss the results of the ecological survey and describe how adverse impacts to the Little Miami River have been

avoided or minimized during the project design stage. Under the Ohio Revised Code, the Director of ODNR has the approval authority over publicly funded projects within 1,000 feet of state-designated scenic rivers, outside of municipal corporation limits. Agency coordination for Scenic Rivers assumes that there will be an onsite meeting with Aaron Rourke, ODNR's Southwest Ohio Scenic River Manager, and representatives from the Warren County Engineer's Office, and Korda. The purpose of the meeting is to ensure that the design engineer and the contractor are aware of the Scenic River requirements and that the Scenic River conditions are included in the final plan set. Once agency comments have been received L&A will work with Korda to best incorporate the comments into the proposed project to ensure that all of the comments can be incorporated to the ODNR and NPS satisfaction. This task assumes one (1) onsite meeting and online meetings during the design process.

TASKS 4A & 4B: GROUP 2, PHASE 1 AND PHASE 2 MUSSEL SURVEY, SALVAGE AND RELOCATION

The Little Miami River is listed in the 2023 Protocol as a Group 2 Stream in Warren County, Ohio. Group 2 Streams are defined as small to mid-sized streams where federally listed mussel species are expected to exist. The study area will be tailored to the scope and limits of the proposed causeway to facilitate the rehabilitation of the bridge. L&A proposes to conduct a combined Phase 1 and Phase 2 mussel survey to determine the proposed project's potential to impact unionid mussels in the Little Miami River. The mussel relocation survey will take place after the coordination of the Phase 1 and Phase 2 report with USFWS. Both the initial mussel survey and subsequent relocation will be managed and coordinated by a federally permitted malacologist. The L&A team will complete the following tasks as part of this mussel survey:

- L&A will prepare a survey plan for a combined Phase 1 and Phase 2 mussel survey at the area referenced above. The survey plan will outline methods and approach to conducting a Phase 1 survey and will also address the scenarios and methodologies for initiating the combined Phase 2 survey when triggered based on the results during the Phase 1 survey.
- Initiate agency coordination with the U.S. Fish and Wildlife Service (USFWS) upon authorization.
- The purpose of the Combined Phase 1 and Phase 2 survey is to determine if federally listed mussel species are located in the vicinity of the proposed bridge project. Data collected during this survey will be used to limit potential impacts to protected species and define the scope of the relocation effort.
- The report will be submitted electronically to the USFWS upon completion of the survey.
- L&A anticipates the maximum area to be surveyed (ADI and all buffers) to be approximately 170 meters long and 50 meters wide or a maximum of 7,575 square meters. If the ADI and buffers significantly exceed this size, L&A may need to provide additional scope and fee to cover this area (if necessary).
- L&A will submit an email summary of findings at the conclusion of fieldwork.
- If federally listed species (FLS) are observed, then USFWS will be notified, and the survey activities may require modification or be postponed pending USFWS coordination.
- The survey cost does not include the drafting of Biological Assessment (BA) Report in the event FLS are observed during the mussel survey. The drafting of a BA is provided as a separate cost below.

- Two separate reports detailing the findings of the combined Phase 1 and Phase 2 survey and the subsequent coordinated relocation will be prepared in accordance with Protocol minimum requirements.
- The survey report will be drafted for easy inclusion in any USFWS Formal Consultation documents if required by the project.
- The report will follow technical reporting guidelines and will include an introduction, methods, results, and discussion with associated tables, figures, and appendices. Figures will present sample distribution, significant mussel aggregations, and high-quality habitat areas at the project location.
- Reports will be submitted electronically.

TASK 5: BIOLOGICAL ASSESSMENT

If federally listed mussels are identified during the mussel survey in Task 4, the USFWS will likely determine that the proposed bridge rehabilitation project “may affect” these species. An “affect” call will require formal consultation with the USFWS through the preparation of a Biological Assessment (BA) document, which will evaluate the proposed bridge rehabilitation project potential effects on threatened and endangered species. This task includes the drafting of the Biological Assessment and the coordination of the document with the USFWS.

TASK 6: PHASE I CULTURAL RESOURCES SURVEY (IF AUTHORIZED/REQUIRED)

Impacting waterways subject to Section 404 Regulation (Task 2) will initiate Section 106 of the Historic Preservation Act. In the event the Corps of Engineers determines cultural resources studies are required, L&A will conduct a Phase I cultural resources survey for the bridge rehabilitation project. Upon NTP, L&A will conduct a Phase I Cultural Resources survey of the study area, including the bridge itself and any areas of direct and indirect effect. The areas of direct effect (i.e. areas where ground disturbance will occur) will be subjected to archaeological survey. It is anticipated that subsurface testing and visual inspection will be the primary methods of investigation as a large portion of the study area has likely been previously disturbed or is located within inundated conditions. Subsurface excavations will be conducted in any areas subjected to ground disturbance that have not been previously disturbed by the construction of the bridge/roadway or underground utilities. The Phase I survey will meet the guidelines established in Archaeology Guidelines (OHC 2022) and generally follow the recommended format and design. All cultural materials recovered will be transported to L&A’s office in Columbus, Ohio for processing. Standard analytical techniques appropriate for Ohio prehistoric and historic archaeological studies will be employed. Analysis of artifacts and data will be conducted under the direct supervision of a qualified professional of the appropriate discipline, a prehistoric archaeologist for prehistoric artifacts and a historic archaeologist for historical artifacts. All recovered cultural material will be processed, labeled, and prepared for curation according to SHPO standards and guidelines. All artifacts will be returned to the landowner after completion of the project.

In regard to the history/architecture aspect of the Cultural Resources survey, a literature review will be completed for any previously identified history/architecture resources within or adjacent to the study area. As part of this task, additional study of maps, atlases, reports, and other records will be performed. In addition, a History/Architecture Area of Potential Effect (APE) will be determined for the project. This APE will be determined based on the potential for direct and or indirect effects to history/architecture resources within the APE by the proposed project. Finally, any resources, fifty years and older, within the APE will be documented on Ohio Historic Inventory (OHI) forms. These resources will be evaluated for eligibility for inclusion in the National Register of Historic Places, either individually or as part of a district.

A report of findings, including a literature review, fieldwork results, mapping, and recommendations will be generated at the completion of fieldwork. The document will be submitted in electronic format.

Estimated Fees

L&A proposes to perform the aforementioned tasks as outlined in this proposal for the not to exceed fee of **Sixty Thousand, Eight Hundred Dollars (\$60,800.00)**. This fee is further delineated below:

Task		Fee
Task 1	Ecological Survey	\$ 6,000.00
Task 2	NWP – Preconstruction Notification (PCN)	\$ 6,350.00
Task 3	State and Federal Scenic River Project Coordination	\$ 5,800.00
Task 4A	Mussel Survey: Phase 1 & Phase 2	\$18,500.00
Task 4B	Mussel Survey: Salvage and Relocation	\$7,350.00
Task 5	Biological Assessment (<i>if authorized/required</i>)	\$ 9,850.00
Task 6	Phase I Cultural Resources Survey (<i>if authorized/required</i>)	\$ 6,950.00

These estimates include all labor and equipment necessary to perform the work described in this proposal. The schedule estimates assume no significant delays due to weather and no problems concerning access to property.

Assumptions

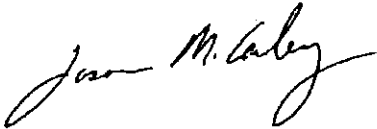
1. Client will provide plans and/or maps that clearly depict the project boundaries and relevant site features in electronic format. Relevant features include any site improvements, staging, or laydown areas, associated with the proposed project.
2. Permitting costs assume that the proposed bridge rehabilitation will be designed and constructed to eligible for authorization under NWP 3 – Maintenance. If the proposed project is unable to be authorized under NWP 3, then L&A will provide an additional scope and fee to cover any additional permitting requirements.
3. The schedule estimates assume no significant delays due to weather, water levels, or agency availability.
4. The mussel survey, salvage, and relocation fees are based on OMSP survey protocol buffers for bridge projects in Group 2 streams. Once enough design information is available to determine the area of direct impact (ADI), L&A will coordinate the mussel survey with USFWS to determine the appropriate survey methodology for the proposed activity. The fee can be adjusted to be commensurate with the USFWS approved survey methodology.
5. While not anticipated, the cost to purchase of stream or wetland mitigation credit is not included in this proposal and will be the responsibility of the client or permit applicant. The coordination of the purchase of mitigation credit from a mitigation bank or in-lieu fee provider is included within our tasks above.

- 6. All artifacts recovered during the archaeological survey will be returned to the property owner. Should curation of the artifacts be required, a cost under separate cover will be submitted.
- 7. All reporting will be electronic (PDF).

General Conditions

One signed copy of this proposal will serve as our authorization to proceed. Exhibit A – General Conditions (Attachment A), attached hereto as and incorporated herein by reference, are a part of this proposal. The proposal cost estimate is effective for a period of sixty (60) days. If there are any questions, please telephone Mr. Jason Earley at (614) 481-8600.

Sincerely,



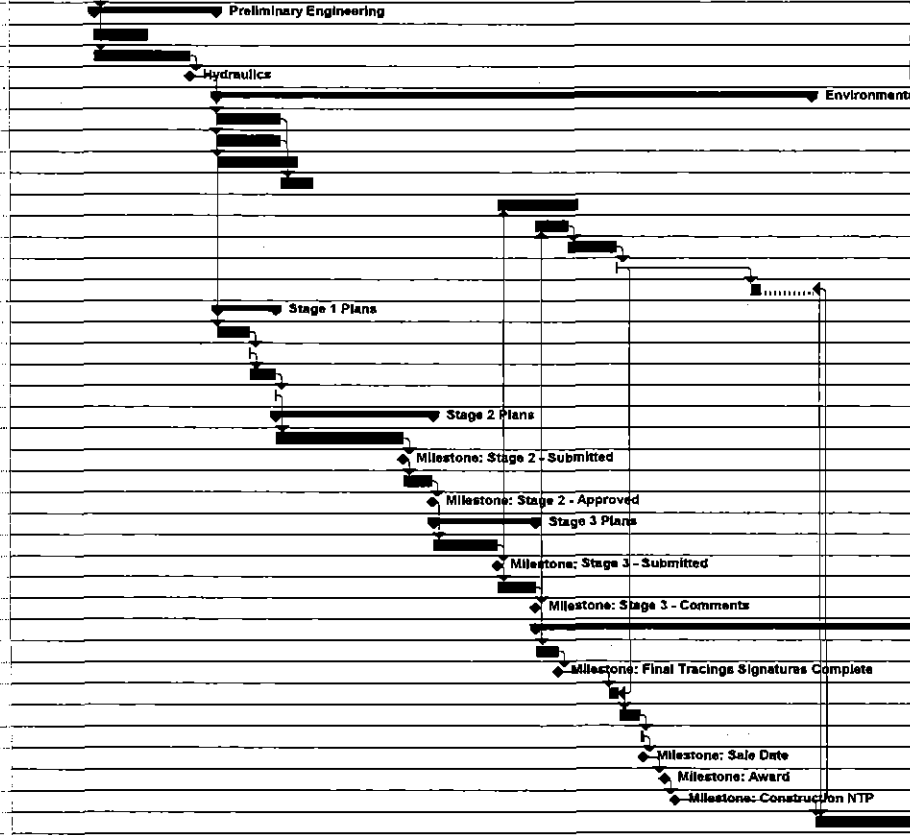
Jason M. Earley, PWS
Practice Leader, Ecological Services



Karrie A. Bontrager, LEED AP
Principal, Director of Environmental Services

Approved by:
for Korda
Printed Name and Title
Date

ID	Task Name	Duration	Start	Finish	Predecessors	Successors	4, 2023	Qtr 1, 2024	Qtr 2, 2024	Qtr 3, 2024	Qtr 4, 2024	Qtr 1, 2025	Qtr 2, 2025	Qtr 3, 2025	Qtr 4, 2025	Qtr 1, 2026	Qtr 2, 2026	Qtr 3, 2026	Qtr 4, 2026	Qtr 1, 2027
1	WAR-CR182-0.10	899 days	Wed 11/15/23	Mon 4/26/27																
2	Proposal Development	40 days	Wed 11/15/23	Tue 1/9/24		3														
3	Review, Changes & Approval	30 days	Wed 1/10/24	Tue 2/20/24	2	4														
4	Milestone: Authorization, Notice to Proceed	1 day	Wed 2/21/24	Wed 2/21/24	3, 5, 7															
6	Preliminary Engineering	116 days	Thu 2/22/24	Wed 7/31/24																
5	Surveys	50 days	Thu 2/22/24	Wed 5/1/24																
7	Obtain FEMA Data	90 days	Thu 2/22/24	Wed 6/28/24		6														
8	Hydraulics	25 days	Thu 6/27/24	Wed 7/31/24	7	20, 10, 11, 12														
9	Environmental	662 days	Thu 8/1/24	Fri 9/25/28																
10	Section 106	80 days	Thu 8/1/24	Wed 10/23/24		13														
11	Level 2 Eco	60 days	Thu 8/1/24	Wed 10/23/24		13														
12	P1/P2 Mussel Survey	75 days	Thu 8/1/24	Wed 11/13/24		8														
13	Finalize Eco/106	30 days	Thu 10/24/24	Wed 12/4/24	11, 10															
14	Scenic Rivers Coord.	75 days	Wed 8/8/25	Tue 11/18/25		31														
15	404 Permit	30 days	Thu 9/25/25	Wed 11/5/25		16														
16	WW Permit Agency Approvals	46 days	Thu 11/6/25	Thu 1/8/26		17														
17	Milestone: Waterway Permit Approved	1 day	Fri 1/9/26	Fri 1/9/26	16	18, 37, FF														
18	Mussel Relocation (pending seasonal limits)	10 days	Mon 7/8/26	Fri 9/25/26	42, FF-50 days, 17	43														
19	Stage 1 Plans	55 days	Thu 8/1/24	Wed 10/18/24																
20	Stage 1 Plans	30 days	Thu 8/1/24	Wed 9/11/24		21														
21	Milestone: Stage 1 - Submitted	1 day	Thu 9/12/24	Thu 9/12/24	20	22														
22	Stage 1 Review	23 days	Fri 9/13/24	Tue 10/15/24	21	23														
23	Milestone: Stage 1 - Approved	1 day	Wed 10/16/24	Wed 10/16/24	22	25														
24	Stage 2 Plans	148 days	Thu 10/17/24	Mon 5/12/25																
25	Stage 2 Plans	120 days	Thu 10/17/24	Wed 4/2/25		26														
26	Milestone: Stage 2 - Submitted	1 day	Thu 4/3/25	Thu 4/3/25	25	27														
27	Stage 2 Review	26 days	Fri 4/4/25	Fri 5/9/25	26	28														
28	Milestone: Stage 2 - Approved	1 day	Mon 5/12/25	Mon 5/12/25	27	30														
29	Stage 3 Plans	97 days	Tue 5/13/25	Wed 9/24/25																
30	Stage 3 Plans	60 days	Tue 5/13/25	Mon 8/4/25		31														
31	Milestone: Stage 3 - Submitted	1 day	Tue 8/5/25	Tue 8/5/25	30	32, 14														
32	Stage 3 Review	35 days	Wed 8/6/25	Tue 9/23/25	31	33														
33	Milestone: Stage 3 - Comments	1 day	Wed 9/24/25	Wed 9/24/25	32	35, 15														
34	Construction Contract	410 days	Thu 9/25/25	Mon 4/26/27																
35	Final Tracings	20 days	Thu 9/25/25	Wed 10/22/25		36														
36	Milestone: Final Tracings Signatures Complete	1 day	Thu 10/23/25	Thu 10/23/25	35	37														
37	Final Plan Package	10 days	Mon 12/29/25	Fri 1/9/26	36, 17, FF	38														
38	Milestone: PS&E	20 days	Mon 1/12/26	Fri 2/6/26	37	39														
39	Advertise	3 days	Mon 2/9/26	Wed 2/11/26	38	40														
40	Milestone: Sale Date	20 days	Thu 2/12/26	Wed 3/11/26	39	41														
41	Milestone: Award	10 days	Thu 3/12/26	Wed 3/25/26	40	42														
42	Milestone: Construction NTP	5 days	Thu 3/26/26	Wed 4/1/26	41	43														
43	Construction	150 days	Mon 9/28/26	Fri 4/23/27	42, 18	44														
44	Milestone: End Construction	1 day	Mon 4/26/27	Mon 4/26/27	43															



Critical		Summary		Inactive Task		Manual Summary Rollup		Progress	
Critical Split		Project Summary		Inactive Milestone		Manual Summary		Deadline	
Task		Rolled Up Critical		Inactive Milestone		Start-only			
Split		Rolled Up Critical Split		Inactive Summary		Finish-only			
Milestone		External Tasks		Manual Task		External Tasks			
Slippage		External Milestone		Duration-only		External Milestone			

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

Resolution

Number 24-0327

Adopted Date March 05, 2024

APPROVING THE CONTRACT WITH CLINTON COUNTY FAMILY AND CHILDREN FIRST COUNCIL AND WARREN COUNTY COMMISSIONERS ON BEHALF OF THE WARREN COUNTY JUVENILE COURT MARY HAVEN YOUTH CENTER DIVISION

BE IT RESOLVED, to approve the Contract between Clinton County Family and Children First Council and Mary Haven Youth Center to provide placement services from March 05, 2024 thru December 31, 2024 or until successful completion of the therapeutic and transition program. Copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Clinton County
Juvenile (file)
Mary Haven Youth Center (file)
Clinton County Family and Children First Council

**Contract for Residential Treatment Services
Between
Warren County, Ohio and Clinton County, Ohio**

This contract is entered into and effective as of the date last signed below, by and between the Warren County Board of Commissioners on behalf of the Warren County Probate Juvenile Court, whose address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter "Warren County") and the Clinton County Family and Children First Council whose address is 1025 S South Street Wilmington, Ohio 45177 (hereinafter "Clinton County").

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

Whereas, Warren County has such a program, referred to as the Mary Haven Youth Center, and is willing to provide this service to Clinton County...

Now, Therefore, the parties mutually agree as follows:

1. Contingent on available space, Warren County agrees to provide secured residential treatment including the Response Ability Pathways (RAP) program. The program encourages an individualized treatment program for each resident. Programming utilized includes Cognitive Behavior Modification, Education, Recreation, and Religious Opportunities. Treatment available to residents includes Counseling, Sex Offender Treatment, Trauma and Grief Component Treatment for Adolescents (TGCTA), and Substance Abuse Treatment.
2. Clinton County will pay a per diem of \$200.00 per bed or individual placed with Warren County.
3. The parties agree the initial term of said Agreement shall be from 02/26/2024 through 01/31/2025. The parties may extend this contract by executing written extensions at the end of the initial term. The parties further agree that the per diem shall be renegotiated and calculated before each annual extension.
4. The parties herein acknowledge that adjudicated delinquent juvenile(s) will be accepted into the Mary Haven Youth Center only after a thorough assessment has been performed by Mary Haven Youth Center to assure the juvenile(s) meet the criteria for admission/acceptance into the program for residential treatment services. Warren County has the sole discretion to determine whether a child will be placed in the Mary Haven Youth Center.
5. Clinton County agrees and acknowledges that medical and dental care are not provided by Warren County. Further, all expenses for any medical, dental, counseling, or any other extraordinary costs which are not provided by the Mary Haven Youth Center as part of the routine services provided shall be paid for by the juvenile's parent/guardian/custodian, their insurance provider or lastly, the Court which placed said juvenile at the Mary Haven Youth Center. Clinton County shall provide notice of this responsibility to the parent/guardian/custodian in advance of any placement with Warren County at the Mary Haven Youth Center.
6. Warren County shall prepare a monthly invoice for Clinton County and provide details of attendance with that invoice for the services provided by this Agreement. The payment is to be made from Clinton County in full within thirty (30) days from the date of the invoice. The failure of Clinton County to make timely payments pursuant to this Agreement may result in a suspension or termination of this Agreement and the services provided herein. The payment shall be made payable to Warren County Juvenile Court and mailed to Warren County Juvenile Justice Center, 900 Memorial Drive, Lebanon, Ohio, 45036.

7. The parties to this Agreement acknowledge that all juveniles placed at the Mary Haven Youth Center will be required to participate in the programs provided at said facility in order to maintain placement. A refusal to participate in programs may result in a child being removed from the program. Reasonable advanced notice will be provided Clinton County prior to any child being removed from the Mary Haven Youth Center.
8. The parties acknowledge and agree that Warren County shall provide the educational requirements for all juveniles in the Mary Haven Youth Center and shall prepare and submit invoices for the same to the juvenile's home school district. Clinton County agrees to provide appropriate orders to identify each child's home school district and to establish their responsibility for payment of said child's education. The parties agree that any modification or amendments to this Agreement must be agreed to, in writing, by both parties.
9. Either party may terminate this agreement for convenience by providing 15 days advanced written notice of the termination. Clinton County shall pay in full for all services provided by Warren County prior to the effective date of the termination.
10. Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional, or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.
11. This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio, the venue for any legal disputes arising under this Agreement shall be Warren County Common Pleas Court.
12. This Agreement shall not be modified or amended in any way unless it is done so in a written document executed by both parties.
13. The Parties agree that the terms recited herein are the entire Agreement.

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

Clinton County Family and Children First Council

Maggie Henry
Signature

2/21/2024
Date

Maggie Henry
Printed Name

Warren County Board of Commissioners:

* [Signature]
President

3/5/24
Date

David G Young
Printed Name

Resolution No. 24-0327

see next page
Approved as to form only
Warren County Prosecutor's Office

Date

Clinton County Family and Children First Council

Maggie Henry
Signature

2/21/2024
Date

Maggie Henry
Printed Name

Warren County Board of Commissioners:

President

Date

Printed Name

Resolution No. _____

/s/David E.S. Milender

e-signed 2/28/2024
Date

Approved as to form only

~~Warren County Prosecutor's Office~~

Clinton County Prosecutor's Office

for Clinton County Family and Children First Counsel

and as Special Prosecutor for Warren County Board of Commissioners

(Waiver on File)

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Clinton

I, **Maggie Henry**, holding the title and position of **Service Coordinator** at the firm **Clinton County Child Intervention Team, Family & Children First**, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

Maggie Henry

AFFIANT

Subscribed and sworn to before me this 22nd day of February 20 24

Angela S. Moler
(Notary Public),

Clinton County.

My commission expires November 5 20 26



ANGELA S. MOLER
Notary Public, State of Ohio
My Commission Expires: 11-5-2026
Recorded in Clinton County

CONTRACT FOR SPECIALIZED CARE SERVICES

This Contract is made this 21st day of February, 2024 between Mary Haven Youth Center hereinafter referred to as "Provider"), with its offices located at 900 Memorial Drive, Lebanon, OH 45036 and Clinton County Family and Children First, (hereinafter collectively referred to as "the County") located at 1025 S. South Street, Wilmington, OH 45177. The following circumstances are present at the time of this Contract.

WHEREAS, the County requires specialized services for the minor child; Fabian Martinez

and

WHEREAS, the Provider is able to provide specialized services to the minor child;

NOW, THEREFORE, it is agreed that:

I. DUTIES OF PROVIDER:

Provider shall provide the following services to the minor child, Fabian Martinez:

- Placement Services
- Transportation
- Written monthly progress reports
- Case management services
- Notify the parent and county in writing when major incidents occur
- Provide 24-hour supervision (not to be in community unsupervised)
- Provide meals
- Medication Management
- Referral to local mental health provider as needed

II. LENGTH OF CONTRACT:

This Contract shall become effective on February 21, 2024 and in force and effect up to and including February 21, 2025 unless terminated as provided herein.

III. POLICY OF NON-DISCRIMINATION:

Provider and its staff will act in a nondiscriminatory manner both as an employer and as a service provider and will not discriminate with regard to race, color, national origin, religion, age, sex, or handicap.

IV. RELATIONSHIP OF PARTIES:

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

V. GOVERNING LAW:

This Contract shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio.

VI. INDEMNIFICATION:

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

The parties further recognize that (i) the parties are autonomous organizations, (ii) the parties have independent and separate boards of directors and officers responsible to manage their operations and affairs, (iii) the parties have their own separate assets, (iv) the parties do not own each other or any interests therein, (v) the parties have the right and power to hire, supervise and fire their own employees, (vi) the parties have the function of carrying out and supervising their services under this Contract, and (viii) the parties do not control the day-to-day operations and affairs of the other parties.

VII. PARTIES:

Whenever the terms "Provider", "County" and "Fiscal Agent" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of Provider, County and Fiscal Agent.

VIII. COMPLIANCE WITH LAWS AND REGULATIONS:

In providing all services pursuant to this Contract, the parties shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of

specialized care services and shall maintain all applicable State licensure and certification.

IX. COMPENSATION AND NOTICES:

Clinton County Family and Children First shall pay **\$200** per day that child is in placement. Invoices shall be sent to:

Clinton County Family and Children First
Attn: Maggie Henry
1025 S. South Street
Suite 300
Wilmington, OH 45177
937-382-5726 x 1422

Or to:

Maggie.Henry@jfs.ohio.gov

Invoices shall be made on a monthly basis for the services provided the previous month, at the above per diem rate which shall be invoiced by the Fiscal Agent.

X. CHILD SUPPORT:

Wherever possible, the CIT team shall pursue a child support order or order to redirect child support, from a court of competent jurisdiction for the support of this minor child.

XI. INSURANCE:

Provider shall carry \$1,000,000 comprehensive general or professional liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Contract. Provider further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, Provider shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of this Contract. Provider shall provide the County with a certificate of insurance evidencing such coverage and shall provide a thirty (30) day notice of cancellation or non-renewal to the County. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

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

Provider shall carry automobile liability insurance for all such vehicles used to transport the minor child, whether such vehicles are owned by the Provider, its agents or employees, in an amount of at least \$300,000 combined single limit coverage and in an amount of at least \$1,000,000 for vans and buses combined single limit coverage and shall provide the County with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract. Provider further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, Provider shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of this Contract. Provider shall provide the County with a certificate of insurance evidencing such coverage and shall provide a thirty (30) day notice of cancellation or non-renewal to the County. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

Failure to produce or maintain valid certificates of insurance as provided herein shall be cause for termination of this Contract by the County.

XII. ENTIRE CONTRACT:

This Contract contains the entire contract between the Provider and the County with respect to the subject matter thereof, and supersedes all prior written or oral contracts between the parties. No representations, promises, understandings, contracts, or otherwise, not herein contained shall be of any force or effect.

XIII. MODIFICATION OR AMENDMENT:

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

XIV. CONSTRUCTION:

Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall

remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.

XV. WAIVER:

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

XVI. ASSIGNMENT, SUCCESSORS AND ASSIGNS:

Neither party shall assign any of its rights or delegate any of its duties under this Contract without written consent of the other, subject to the above provision, this Contract shall be binding on the successors and assigns of the parties.

XVII. HEADINGS:

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

XVIII. TERMINATION:

This Contract may be terminated at any time with or without cause by any party upon fourteen (14) days written notice to the other party or parties.

In the event the County, for reasons beyond its control, experiences a decrease in funding from any source, the County, at its discretion, may reduce the rate of compensation after first giving fourteen (14) days written notice to the Provider of such reduction. Such a reduction shall be made by amendment as agreed by the parties and incorporated by referenced.

IN WITNESS WHEREOF, the parties hereto have executed this contract by their duly authorized representatives on the dates shown below.

Clinton County Family and Children First – Service Coordinator

By: Maggie Henry

PROVIDER:

By:

Name _____

Title _____

PARENTS:

By:

Name: _____

OFFICE OF THE
PROSECUTING ATTORNEY
CLINTON COUNTY, OHIO



February 27, 2024

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

Clinton County Family and Children First Council
1025 S. South Street, Suite 400
Wilmington, Ohio 45177

Re: Waiver of Conflict of Interest

Dear Warren County Board of County Commissioners and Clinton County Family and Children First Council:

The office of the Clinton County Prosecuting Attorney ("Attorney") has accepted representing the Mental Health Recovery Board of Warren and Clinton Counties ("MHRB") as a permissible client due to a conflict of interest between the Warren County Prosecutor's Office and the MHRB arising from a personal relationship. The Clinton County Prosecuting Attorney also represents the Clinton County Family and Children First Council ("CCFCFC"). As counsel for both the MHRB and CCFCFC, Attorney has been asked to represent the MHRB and CCFCFC in connection with reviewing an agreement for the MHRB to provide secure residential treatment services for male juvenile offenders in the Clinton County Juvenile Court system at the Mary Haven Youth Center for the CCFCFC. While Attorney is pleased to do so, representing both MHRB and CCFCFC is subject to the following understandings which account for the Attorney's obligations as an attorney, officer of the courts, and minister of justice under the Ohio Rules of Professional Conduct.

Although the interests of the MHRB and CCFCFC in these matters are generally consistent, it is recognized and understood that differences may exist or become evident during the course of the Attorney's ongoing representation. Notwithstanding this possibility, the MHRB and CCFCFC have determined that it is in their individual and mutual interests to have Attorney represent them jointly in connection with the following matters:

Review, advise, and approve as to form a Contract for Residential Treatment Services Between Warren County, Ohio and Clinton County, Ohio for Warren County to provide secure residential treatment services for male juvenile offenders at the Mary Haven Youth Center, with a copy of the Contract attached hereto as "Exhibit A."

Potential conflicts of interest in these matters may include, but are not limited to disputes arising out of invoicing and payment for services rendered by or on behalf of the MHRB, liability claims, claims of the Mary Haven Youth Center and any sub-contractors and assigns of the parties, prioritization of placement of juvenile offenders between the counties, and interpretation and implementation of the provisions of the Exhibit A Contract.

Accordingly, this letter confirms the agreement and mutual assurances of the MHRB and CCFCFC that Attorney may represent them jointly in connection with the matters described herein. This letter also confirms that the MHRB and CCFCFC have each agreed to waive any conflict of interest arising out of, and that they will not object to, the Attorney's representation of each other in the matters described herein.

It is further understood and agreed that Attorney may freely convey information provided by one client to the other as necessary and determined by the Attorney to facilitate the successful conclusion of the matters described herein, and that expectations of confidences relating to such information are expressly waived between MHRB and CCFCFC. Notwithstanding any consent or waiver otherwise provided by the MHRB and CCFCFC, Attorney will continue to protect confidential information learned during its representation of these parties, and will not otherwise share this information between or among these parties or with anyone else.

Should the MHRB or CCFCFC have any questions regarding the arrangement set forth in this letter, they are welcome to contact the Attorney or any other qualified counsel of their choosing.

Respectfully,

CLINTON COUNTY PROSECUTING ATTORNEY

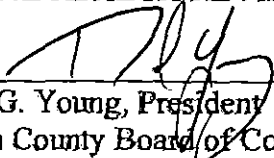


David E.S. Milender

Chief Deputy Prosecuting Attorney – Civil Division

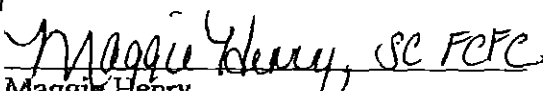
By signing below, the parties listed hereby consent to the Attorney's joint representation as outlined above and waive any objections to any conflicts of interest related to such representation.

MENTAL HEALTH REVIEW BOARD OF WARREN AND CLINTON COUNTIES



David G. Young, President
Warren County Board of County Commissioners

CLINTON COUNTY FAMILY AND CHILDREN FIRST COUNCIL



Maggie Henry
Service Coordinator

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

Resolution

Number 24-0328

Adopted Date March 05, 2024

ENTERING INTO A CONTRACT WITH RUMPKE OF OHIO, INC FOR SOLID WASTE SERVICES FOR VARIOUS WARREN COUNTY BUILDING LOCATIONS

BE IT RESOLVED, to enter into a contract with Rumpke of Ohio, Inc. for solid waste and recycling services for various Warren County Government building locations, as attached hereto and made a part hereof.

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/sm

cc: c/a - Rumpke
Facilities Management (file)
Water & Sewer (file)
Solid Waste (file)

CONTRACT

THIS AGREEMENT, made this 5 day of March, 2024 with Warren County Board of Commissioners, hereinafter called "Owner" and Rumpke of Ohio, Inc. 3990 Generation Drive, Cincinnati, Ohio 45251 doing business as (a corporation) hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the services described as follows:

SOLID WASTE SERVICES INCLUDING TRASH and RECYCLING

hereinafter called the project, for the cost listed on the proposal price (bid) sheet for the term of two (2) years beginning March 10, 2024, with an option of two additional renewal years, and all work in connection therewith, under the terms as stated in the Conditions of the Bid; and as its or their own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Bid Proposal.

Either party upon may terminate this Agreement with written notice in the event of failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. If the nonperforming party fails to cure, submit a plan for cure, or implement the submitted plan for cure, the other party may terminate this contract. Owner and the Contractor may mutually agree to terminate or suspend performance of the service/work on a schedule acceptable to both parties.

The CONTRACTOR does hereby agree to indemnify and hold harmless the OWNER, their agents, employees and officers from any and all costs, expenses, attorneys fees, claims, damages, causes of action and injuries as may be occasioned by the CONTRACTOR in the negligent, reckless, willful and wanton or intentional misconduct in the performance of its obligations pursuant to this agreement.

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

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

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

Rumpke of Ohio, Inc.

By: Dean Ferrier, Municipal/Public Sector Rep.
Printed Name and Title

Dean Ferrier
Signature

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 


PRINTED NAME: David Young

TITLE: President

DATE: 3/5/24

Approved as to form:

DAVID FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO


By: Kathryn Horvath, Assistant Prosecutor

Rumpke Waste & Recycling

RUMPKÉ

Bid for

SOLID WASTE & RECYCLING
SERVICES FOR GOVERNMENT
FACILITIES

WARREN COUNTY SOLID WASTE
MANAGEMENT DISTRICT

LEBANON, OHIO

JANUARY 10, 2024



1-800-828-8171 | www.rumpke.com



Waste & Recycling Services

3990 Generation Drive, Cincinnati, OH 45251

Phone: 1-800-828-8171 Fax: 513-851-2057



January 4, 2024

WARREN COUNTY SOLID WASTE MANAGEMENT DISTRICT
406 Justice Drive
Lebanon, Ohio 45036

Attention: Susanne Mason

RE: PRICE QUOTE FOR SOLID WASTE & RECYCLING SERVICES FOR GOVERNMENT FACILITIES

Rumpke of Ohio, Inc. is pleased to submit the enclosed price quotation for **SOLID WASTE & RECYCLING SERVICES FOR GOVERNMENT FACILITIES** in accordance with the District's Special Provisions/Technical Specifications.

Enclosed is detailed information on Rumpke's overall experience and qualifications, holiday schedule, disposal locations, landfill permit and current certificates of insurance.

Thank you for the invitation to offer our services. If you have any questions or require additional information, please do not hesitate to contact Dean Ferrier at (513) 200-0881 or by email at dean.ferrier@rumpke.com. We look forward to continuing to provide the Warren County Solid Waste Management District with solid waste & recycling services for government facilities.

Respectfully submitted,

RUMPKE OF OHIO, INC.

William J. Rumpke, Jr.
President

WJR/rgs

Encl.

www.rumpke.com



Recognizing private company success
GOLD WINNER

Special Provisions/Technical Specifications

1. The special provisions/technical specifications provide information to acquire solid waste, including trash and recycling, services for the Warren County Government Facilities.
2. The Contract to be awarded shall cover a period of two calendar years with renewal options for three additional years. The period shall begin when the contract is executed and the notice to proceed indicates.
3. The Bid prices shall include all applicable existing Federal, State, Solid Waste District, and other related fees.
4. Each bidder must satisfy themselves by their own observation as to the quantity of proposed work to be performed and with the proposed requirements and limitations listed. The submission of a bid shall be considered evidence that the bidder has had such observation and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the bid specification specifically addressing the special provisions/technical specifications.
5. The County reserves the right to require the Bidder to present satisfactory evidence that they have been regularly engaged in the business of solid waste management including the solid waste collection and disposal plus recycling collection, sorting, and processing for market.
6. The County reserves the right to require the Bidder to present satisfactory evidence that they are fully prepared with the necessary capital, materials, insurance, machinery, and equipment to conduct the work to be contracted to the satisfaction of the County.
7. Contractor agrees to comply with all Federal and State statutes relating to liability and pollution insurance, workman's compensation, working hours, minimum wage, and provisions against discriminating throughout the life of the contract.
8. Contractor shall comply with all applicable requirements of the Warren County Solid Waste Management District's Plan, and any amendments or updates when they are adopted.
9. Contractor shall maintain a local office or facility, not necessarily within the County, through which contact may be made by the County staff. Such office shall be equipped with adequate telephone communication, shall have at least one responsible person in charge and present during collection hours, shall be open during all collection hours, and shall be accessible through a local or 1-800 telephone number.
10. Contractor shall receive and respond to all complaints and questions regarding services provided under this contract. Should a complaint go unresolved for longer than three days, the County has the right to demand an explanation or resolution to its satisfaction.
11. In case of failure of the contractor to comply in any respect with the specifications of the contract, the County shall have the right and power and is authorized to provide for the services. Cost for these services shall become the expense of the contractor.
12. The contractor shall furnish all labor and equipment necessary to carry out the provisions of these specifications. Any or all vehicles used for collection may be subject to inspection and approval by the Warren County Sheriff or their designee and the Warren County Combined Health District. Failure to pass said inspection shall result in removal of the vehicle from service until correction or repair is complete.
13. Contractor shall have exclusive rights to all solid waste generated and placed in contractor's containers by the County.
14. Contractor is responsible for invoicing the County for services described in these Special Provisions/Technical Specifications.

15. Bidders shall state clearly its policy for collections on holidays that shall be considered in determining the lowest and best bid.
16. Contractor and contractor's vehicles shall be registered with the Warren County Combined Health District and comply with any and all requirements thereof.
17. Contractor shall collect trash at the defined locations twice per week unless otherwise stated or a representative from Building Services or Water and Sewer gives other instructions. Contractor shall list on the Proposal Price (Bid) Sheet the days of the week when collection will occur. If a holiday occurs on one of the specified collection days, then the contractor shall provide the collection service on the day after the holiday or as soon as access to the location is available.
18. Contractor shall collect recyclables at the defined locations once per week unless a representative from Building Services or Water and Sewer gives other instructions. Contractor shall list on the Proposal Price (Bid) Sheet the day of the week when collection will occur. If a holiday occurs on the specified collection day, then the contractor shall provide the collection service on the day after the holiday or as soon as access to the location is available.
19. Contractor shall provide as part of the bid price containers to collect the solid waste that will include trash and recyclables. Containers shall be clearly identified, by color or labels, that they are designated to collect trash or recyclables.
20. Contractor shall collect the trash and recyclables from the collection containers in trucks that clearly identify, by color or labels, that they are designated to collect trash or recyclables.
21. Collection of trash and recyclables shall occur Monday through Friday. Collection of solid waste may occur on Saturday or Sunday if a holiday causes the change in service days. Collection may also occur on Saturday or Sunday if directed by a representative of Building Services or Water and Sewer.
22. Contractor will collect solid waste including trash in the trash container that shall include but not be limited to unwanted residual solid or semi-solid materials resulting from commercial operations and may include solid waste that is referenced as garbage, trash, rubbish, construction/demolition debris, or refuse.
23. Contractor will collect solid waste including recyclables in the recycling container that shall include corrugated cardboard, newspaper, office paper, junk mail, phone books, metal cans plus #1 and #2 plastic bottles. These materials shall be commingled.
24. Contractor's service shall include collection of the trash and recyclables from the containers and transportation to a disposal or processing facility. All facilities, including transfer stations, sanitary landfills, incinerators, or materials recovery facilities, must be properly licensed or permitted by the appropriate state, federal, county, or solid waste district authority. The facility must also operate in compliance with all licenses or permits. Contractor shall provide to the County a copy of all licenses and permits. Also, the contractor shall notify the County if the facility is cited for a violation and provide a copy of the violation to the County.
25. Contractor shall transport the collected recyclable materials to a central processing site or material recovery facility and retain responsibility for sorting and preparation of the materials to be brokered to their respective markets. At no time shall the specified recyclable materials that are placed in the collection container, collected by the contractor, and processed at a specified facility be disposed of in a landfill or incinerator.
26. The County is not to be held responsible for any problems arising at the facilities, including transfer stations, sanitary landfills, incinerators, or materials recovery facilities, as a result of the solid waste collected from the County.
27. As listed in the State Solid Waste Management Plan, the contractor will abide by the waste stream restriction implementation schedule.

28. Contractor shall provide an annual report to the County. The report shall include the weight of trash and recyclables collected and processed that were generated by the County; summary of successes, problems and measures taken to resolve problems. This report shall address date for each calendar year regardless if services were provided for the entire year. The report is due to the County by March 1st.
29. As applicable with implementation of Subtitle D regulations, trash collected through this contract shall be disposed in a landfill that complies with Subtitle D regulations and is classified a Best Available Technology Facility.
30. Contractor shall provide service to the following Warren County government buildings. These locations have a Lebanon, Ohio address. The service listed below identifies the size of the container needed and specifies service for trash or recycling. Cost for service to the sites listed below shall be invoiced to **Warren County Facilities Management, 430 Justice Drive, Lebanon, OH 45036.**

Location	Address	Size	Trash/Recycling	PUs per week	Qty
Administration Building	406 Justice Drive	8-cubic yards	MSW	2	2
Administration Building	406 Justice Drive	8-cubic yards	Com Mix Recyc	1	1
Common Pleas Courts	500 Justice Drive	8-cubic yards	MSW	2	2
Common Pleas Courts	500 Justice Drive	8-cubic yards	Com Mix Recyc	1	1
Sheriff's Office and Jail	822 Memorial Drive	8-cubic yards	MSW	2	2
Sheriff's Office and Jail	822 Memorial Drive	8-cubic yards	Com Mix Recyc	1	2
Warehouse	1087B Mane Way	4-cubic yards	MSW	1	1
Juvenile Court	900 Memorial Drive	8-cubic yards	MSW	2	1
Juvenile Court	900 Memorial Drive	8-cubic yards	Com Mix Recyc	1	1
County Garage	1433 W. Main Street	8-cubic yards	MSW	1	1
County Garage	1433 W. Main Street	6-cubic yards	Com Mix Recyc	1	1
Old Admin Building	320 E Silver St.	8-cubic yards	MSW	2	1
Old Admin Building	320 E Silver St	8-cubic yards	Com Mix Recyc	1	1
Health & Human Services	416 S. East St	8-cubic yards	MSW	2	1
Health & Human Services	416 S. East St	8-cubic yards	Com-Mix	1	1
Facilities Management	430 Justice Drive	30-yard roll-off	MSW	As needed	1

31. Contractor shall provide service to the following Warren County government buildings that are used by the Water and Sewer Department. The service listed below identifies the size of the container needed and specifies service for trash or recycling. Cost for service to the sites listed below shall be invoiced to **Warren County Water and Sewer Department, PO Box 530, Lebanon, OH 45036.**

Location	Address	Size	Trash/Recycling	PUs per week	Qty
Water & Sewer Warehouse	1200 Monroe Rd Lebanon, OH 45036	8-cubic yards	MSW	1	1
Renneker Waste Water Treatment Plant	6192 Striker Rd Maineville, OH 45039	4-cubic yards	MSW	1	1
Waynesville Water Treatment Plant	444 S US 42	2-cubic yards	MSW	1	1
Waynesville Water Treatment Plant	444 S US 42	95-gal cart	MSW	1	8
Lower Little Miami Waste Water Treatment Plant	2086 W State Route 22 & 3	2-cubic yards	MSW	1	8
Lower Little Miami Waste Water Treatment Plant	2086 W State Route 22 & 3	6-cubic yards	MSW	1	1
Sycamore Trails Waste Water Treatment Plan	1033 Windforest Drive Springboro, OH 45066	96-gallon	MSW	1	7

32. The County reserves the right to add additional containers based upon the prices quoted on the Proposal Price (Bid) Sheet or remove containers and service.
33. The County reserves the right to change the size of the containers based on the prices quoted on the Proposal Price (Bid) Sheet.
34. The County reserves the right to adjust the frequency of collection for trash and recycling service based on the prices quoted on the Proposal Price (Bid) Sheet.
35. On the Proposal Price (Bid) Sheet, the Bidder shall identify the types of truck (front or rear load) that will be used to collect the trash and recyclables.
36. Permanent C&D: Contractor shall provide a 30-cubic yard roll-off container to collect construction and demolition debris. Container shall be located at the County's Building Services Warehouse. The address is 430 S. East Street. This container will be placed and emptied as needed. A representative from Building Services will notify Contractor when the container needs to be emptied.
37. Temporary C&D: Contractor shall list a price to provide a 30-cubic yard roll-off container to collect construction and demolition debris. Container will be used for a special project and will be placed at a site for a temporary time period. A representative from Building Services will instruct the Contractor where and when to place the container and when to remove the container.
38. Permanent SW: Contractor shall list a price to provide a 30 cubic yard roll-off container to collect general solid waste. Container shall be placed at a location determined by a representative from Building Services. This container will be placed and emptied as needed. A representative from Building Services will notify Contractor when the container needs to be emptied.
39. Temporary SW: Contractor shall list a price to provide a 30 cubic yard roll-off container to collect general solid waste. Container will be used for a special project and will be placed at a site for a

temporary time period. A representative from Building Services will instruct the Contractor where and when to place the container and when to remove the container.

40. At this time service for paragraphs numbered 39, 40 and 41 is not needed but prices are requested. Therefore, if the County needs the service, then it can be included with this contract.
41. Prices for paragraphs numbered 38 and 40 shall be applied according to the type of materials placed in the container. It is anticipated that the container placed at the Building Services Warehouse shall only be used for construction and demolition debris. However, it may be necessary to place general solid waste in the container. Then the cost for general solid waste would apply.

Proposal Price (Bid) Sheet

1. In accordance with the Special Provision/Technical Specifications, the Bidder shall supply prices for the defined services.
2. Prices listed on this proposal price (bid) sheet shall remain firm throughout the contract period. No additional charges shall be applied.
3. Prices shall be typed in number and written out in the spaces provided.
4. Prices quoted shall be based on a per month charge for trash and recycling services listed below.

Size	Trash/Recycling	PUs per week	Cost	Cost Written Out
2-cubic yards	MSW	1	\$61.00	Sixty-One Dollars
2-cubic yards	MSW	2	\$113.00	One Hundred Thirteen Dollars
4-cubic yards	MSW	1	\$75.00	Seventy-Five Dollars
4-cubic yards	MSW	2	\$141.00	One Hundred Forty-One Dollars
6-cubic yards	MSW	1	\$97.00	Ninety-Seven Dollars
6-cubic yards	MSW	2	\$185.00	One Hundred Eighty-Five Dollars
8-cubic yards	MSW	1	\$113.00	One Hundred Thirteen Dollars
8-cubic yards	MSW	2	\$189.00	One Hundred Eighty-Nine Dollars
95-gal cart	MSW	1	\$16.00	Sixteen Dollars

Size	Trash/Recycling	PUs per week	Cost	Cost Written Out
2-cubic yards	Com Mix Recyc	1	N/A	Not Applicable
2-cubic yards	Com Mix Recyc	2	N/A	Not Applicable
7-cubic yards	Com Mix Recyc	1	\$67.00	Sixty-Seven Dollars
7-cubic yards	Com Mix Recyc	2	\$125.00	One Hundred Twenty-Five Dollars
8-cubic yards	Com Mix Recyc	1	\$77.00	Seventy-Seven Dollars
8-cubic yards	Com Mix Recyc	2	\$146.00	One Hundred Forty-Six Dollars

5. Identify two days of the week to provide trash service Tuesday and Friday.

6. Identify one day of the week to provide recycling service Wednesday and _____.
7. List types of trucks and containers (front or rear load) for trash service Frontload.
8. List types of trucks and containers (front or rear load) for recycling service Frontload.
9. 30 Yard Roll-Off for ONLY Construction and Demolition Debris
(per pull and return, container will remain on site)

\$ 550.00 Five Hundred Fifty dollars and Zero cents

10. 30 Yard Roll-Off for ONLY Construction and Demolition Debris
(as needed basis only, container will not remain on site))

\$ 550.00 Five Hundred Fifty dollars and Zero cents

11. 30 Yard Roll-Off for general solid waste
(per pull and return, container will remain on site)

\$ 550.00 Five Hundred Fifty dollars and Zero cents

12. 30 Yard Roll-Off for general solid waste
(as needed basis only, container will not remain on site)

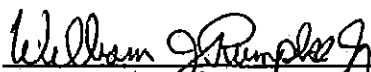
\$ 550.00 Five Hundred Fifty dollars and Zero cents

RUMPKE OF OHIO, INC.

Company Name

(800) 828-8171

Phone Number



Bidder's Signature William J. Rumpke, Jr. - President

January 4, 2023

Date

PLEASE SUBMIT PRICE QUOTE TO:

**Susanne Mason
Warren County Solid Waste Management District
406 Justice Drive
Lebanon, OH 45036**

OR EMAIL TO: susanne.mason@co.warren.oh.us

WARREN COUNTY SOLID WASTE DISTRICT

SOLID WASTE & RECYCLING SERVICES FOR GOVERNEMENT FACILITIES

HOLIDAY SCHEDULE

Holidays observed by Rumpke include New Year's Day and Christmas Day. If a regularly scheduled collection falls on one of these holidays, collections will be delayed by one day.

LANDFILL

Rumpke Sanitary Landfill (RSL)
3800 Struble Road
Cincinnati, Ohio 45251
(800) 828-8171

RECYCLING FACILITY

Rumpke Cincinnati Recycling
5535 Vine Street
Cincinnati, Ohio 45217
(800) 828-8171



Experience Statement

Our Story

Rumpke Waste & Recycling is one of the largest waste and recycling firms in the United States. The company began in 1932, when William F. Rumpke operated a coal and junkyard business in Carthage, Ohio, which later morphed into a hog farm. William, with the help from his brother Bernard, collected garbage from business owners to feed their large hog stock. As the years passed, William and Bernard converted their hog farm into a trash collection business and created the company's first landfill. Today, the company is managed by William Rumpke's grandson, President & CEO William Rumpke Jr., along with other family members, an outside board of directors and a corporate management team.



Over the years, Rumpke has increased its service area to become one of the largest, privately-owned waste and recycling service providers in the nation, serving millions of residential, commercial and industrial customers throughout the United States.



Rumpke continues to grow through acquisitions, organic opportunities and investments in technology. Today, the company owns or operates 14 landfills and 14 recycling centers serving customers throughout Ohio, Kentucky, Indiana and West Virginia.

With a fleet of more than 2,600 hauling vehicles and a workforce of approximately 4,000 employees, Rumpke is a leader in environmental solutions. After more than 90 years, Rumpke remains a strong player in the industry, serving more than 1.9 million residential and commercial customers, and nearly 500 municipal contracts daily.

One of Rumpke's other divisions, The William-Thomas Group, also services national accounts using a nationwide network of more than 5,000 waste haulers.

Rumpke's first landfill is one of the largest Sub-Title D landfills in the United States, accepting up to 12,500 tons of trash daily. The landfill is located in Colerain Township (near Cincinnati), and serves as the company's corporate headquarters. Rumpke owns or operates the following landfills:

- Athens-Hocking Landfill (Nelsonville, Ohio)
- Bartholomew County Landfill (Columbus, Indiana)
- Beech Hollow Landfill (Wellston, Ohio)
- Bond Road Landfill (West Harrison, Ohio)
- Brown County Landfill (Georgetown, Ohio)
- Boyd County Sanitary Landfill (Ashland, Kentucky)
- Crawford County Landfill (Bucyrus, Ohio)
- Jackson County Landfill (Medora, Indiana)
- Lake County Landfill (Palmsville, Ohio)
- Montgomery County Landfill (Mt. Sterling, Kentucky)
- Noble Road Landfill (Shiloh, Ohio)
- Pendleton County Landfill (Butler, Kentucky)
- Pike Sanitation Landfill (Waverly, Ohio)
- Rumpke Sanitary Landfill (Colerain Township, Ohio, near Cincinnati)



Rumpke Waste & Recycling

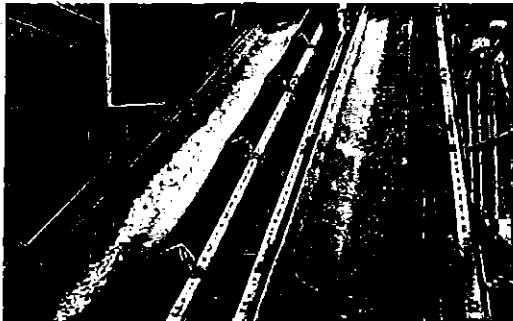
Commitment to Sustainability

Rumpke works with businesses, industries, residents, communities and municipalities to start and sustain successful waste diversion and recycling programs. Rumpke's first recycling location was established in 1941 in Southwestern Ohio. The operation was primitive compared to today's recycling technologies, and consisted mostly of manual sorting.

In 1989, Rumpke purchased a recycling operation in Pickaway County, Ohio. This purchase—which marked the start of Rumpke's official recycling division—was followed by a second site in Cincinnati in 1991. Dual-stream facilities opened in Columbus and Dayton, Ohio, Louisville and Ashland, Kentucky, and Indianapolis, Indiana, throughout the 1990s. The facilities met a critical demand for communities seeking to divert material from landfills.

As the recycling industry grew, Rumpke remained at the forefront and continued investing in the latest technologies. Today, Rumpke provides the regional framework necessary to serve residential, commercial and industrial customers.

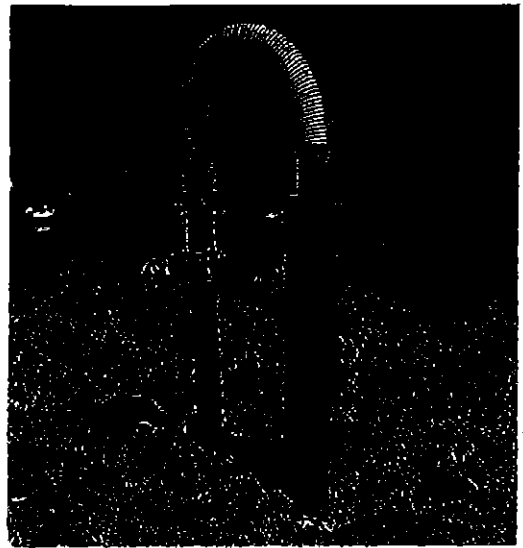
Rumpke owns and operates three of the most advanced recycling facilities in the nation, including a facility in Columbus, Ohio, a glass processing site in Dayton, Ohio, and a \$32 million facility in Cincinnati, Ohio, capable of sorting more than 100,000 pounds of recyclables per hour. These advanced facilities make Rumpke a regional recycling leader.



Via positive negotiations, Rumpke has secured long-term and stable marketing agreements with regional, domestic manufacturers that purchase recyclables for use as raw materials. Rumpke's end-user network is further assurance that items collected and processed by Rumpke are being recycled and put to good use.

Rumpke offers complete environmental solutions including much more than earth-friendly disposal and recycling services. Rumpke services also include composting (where available), construction recycling and e-waste and universal waste hauling options for recycling.

Rumpke is even making a difference at its landfills. At Rumpke Sanitary Landfill, near Cincinnati, the company recovers landfill gas and converts it into natural gas energy for more than 30,000 homes. The operation is the largest landfill gas to direct pipeline energy system in the world, and it's been in operation since 1986. Rumpke also boasts landfill gas to energy systems at the Boyd County, Kentucky Sanitary Landfill, the Brown County, Ohio Landfill, the Noble Road Landfill near Mansfield, Ohio, the Pendleton County, Kentucky Landfill and the Medora, Indiana Landfill. Not to mention, design work is already underway to build additional waste to energy plants at landfills throughout Rumpke's service area.



Rumpke also works to make sustainability common practice throughout company operations by educating employees and implementing practices to conserve water, construction materials and fuel. Today, Rumpke recycles more than a million tires annually, using them as drainage layers or separation barriers for landfills.

In 2011, the firm opened compressed natural gas filling stations and began a pilot program to run garbage trucks on green energy. Today, Rumpke's compressed natural gas fleet has grown to more than 400 vehicles and compressed natural gas fueling stations can be found at Rumpke's Cincinnati, Columbus and Dayton, Ohio locations as well as at its site in Louisville, Kentucky.

Rumpke is also a leader in transparency, community outreach and education. Thousands of visitors tour Rumpke sites each year to learn more about proper waste and recycling practices and environmental protection. The firm offers presentations and hosts open houses to teach the public about the components of a complete environmental solution.



www.rumpke.com | 1-800-828-8171

RUMPKE

Rumpke Waste & Recycling

Compliance

Rumpke's Engineering and Environmental Affairs Division oversees landfill regulatory compliance, environmental monitoring, planning and design, and construction management. Rumpke's engineers, environmental scientists and technicians work with consultants to meet or exceed all compliance standards set forth by local, state and federal regulators.

Staying Safe

Safety is a top priority at Rumpke. Rumpke and its divisions employ a Corporate Safety Department with members working throughout Rumpke's service regions. The safety team consists of Department of Transportation (DOT), Occupational Safety and Health Administration (OSHA), Fire Prevention and Loss Control departments, as well as site safety supervisors. Beyond conducting compliance and safety audits, the team presents initial and continuing education opportunities for all Rumpke employees.

Monthly "tool box talks" highlight seasonal safety issues, and throughout the year specialized courses are developed and implemented. Techniques are learned, practiced, observed and evaluated for continuous improvement.

Rumpke divisions strive to comply with all OSHA, DOT, EPA and other regulatory agencies. Each manager and supervisor is required to attend the OSHA 30-hour voluntary outreach program. Employees attend new hire, annual and in-service safety and health training for the tasks they are assigned to perform.

Safety is a primary component of the Rumpke culture internally as well as externally. The National Waste and Recycling Association recently partnered with the National Institute for Occupational Safety and Health (NIOSH) and the U.S. Department of Health and Human Services (HHS), to develop driver safety communications based on Rumpke's public awareness campaign, "Slow Down to Get Around."



Rumpke initiated the "Slow Down" campaign in 2004, following two accidents in one week in which waste collection drivers were struck by passing motorists. The team developed public service announcements, truck decals and other promotional materials. To date,

more than 300 municipalities and firms world-wide have adopted the campaign including Cincinnati, New York and many others.

Strong Foundation Provides Best Service & Overall Customer Experience

The Rumpke family's involvement, a well-trained and qualified staff, and the best technology available combine to ensure a wonderful experience for customers. Rumpke's commitment to providing the best service available at a fair price is an advantage that encourages customers such as, Procter & Gamble, Duke Energy Corp., Columbus Blue Jackets, Cincinnati Reds, Yum Brands, U.S. Postal Service, the Cleveland Browns and Home City Ice to count on Rumpke to manage all their waste and recycling needs.

Learn More About Rumpke



www.rumpke.com | 1-800-828-8171

2023
A
BEST
MANAGED
COMPANIES
GOLD WINNER

RUMPKÉ

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show RUMPKE OF OHIO, INC., an Ohio corporation, Charter No. 1042894, having its principal location in Cincinnati, County of Hamilton, was incorporated on October 15, 1998 and is currently in GOOD STANDING upon the records of this office.



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 9th day of December, A.D. 2022.

A handwritten signature in cursive script, appearing to read "Frank LaRose".

Ohio Secretary of State

Validation Number: 202234301090

Rumpke Consolidated Companies, Inc. and Subsidiaries

**Consolidated Financial Statements as of and for
the Years Ended December 31, 2022 and 2021,
and Independent Auditor's Report**

RUMPKE CONSOLIDATED COMPANIES, INC. AND SUBSIDIARIES

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Suite 200
Cincinnati, OH 45202-3789
USA

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Fax: +513 784 7204
www.deloitte.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors and Stockholders of
Rumpke Consolidated Companies, Inc. and Subsidiaries:

Opinion

We have audited the consolidated financial statements of Rumpke Consolidated Companies, Inc. and subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 31, 2022 and 2021, and the related consolidated statements of operations and comprehensive income, stockholders' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 2 to the financial statements, effective January 1, 2022, the Company adopted accounting standard Financial Accounting Standards Board Accounting Standards Update (ASU) 2016-02, *Leases (Topic 842)*, using the optional transition method, as allowed by ASU 2018-11, *Leases (Topic 842)*, *Targeted Improvements*. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Deloitte + Touche LLP

April 21, 2023

RUMPKE CONSOLIDATED COMPANIES, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS AS OF DECEMBER 31, 2022 AND 2021 (Amounts in thousands)

	2022	2021		2022	2021
ASSETS			LIABILITIES		
CURRENT ASSETS:			CURRENT LIABILITIES:		
Cash	\$ 7,482	\$ 17,768	Accounts payable and other liabilities	\$ 91,638	\$ 74,697
Investments in marketable equity securities—at fair value	2,131	2,718	Accrued expenses	44,054	38,362
Accounts receivable—less allowances for doubtful accounts of \$924 and \$514 in 2022 and 2021, respectively	75,826	69,827	Unearned revenues	30,171	24,278
Parts and supplies	17,623	13,758	Current portion of long-term debt	<u>19,278</u>	<u>20,178</u>
Prepaid expenses and other assets	<u>7,667</u>	<u>6,005</u>	Total current liabilities	<u>185,141</u>	<u>157,515</u>
Total current assets	<u>111,729</u>	<u>110,076</u>	LONG-TERM DEBT—Less current portion	<u>445,501</u>	<u>418,704</u>
PROPERTY AND EQUIPMENT:			ASSET RETIREMENT OBLIGATIONS	<u>110,515</u>	<u>102,450</u>
Land and land improvements	664,492	613,091	OTHER LIABILITIES:		
Buildings and building improvements	148,998	140,863	Accrued pension	58,768	58,567
Equipment and fixtures	1,076,657	981,954	Unrealized loss on financial contracts		5,944
Construction in progress	<u>88,724</u>	<u>25,514</u>	Other liabilities	<u>27,728</u>	<u>22,297</u>
Total property and equipment	1,978,871	1,761,422	Total other liabilities	86,496	86,808
Less accumulated depreciation and amortization	<u>(1,202,385)</u>	<u>(1,091,700)</u>	Total liabilities	<u>827,653</u>	<u>765,477</u>
Total property and equipment—net	<u>776,486</u>	<u>669,722</u>	COMMITMENTS AND CONTINGENCIES (Note 13)		
OTHER ASSETS:			STOCKHOLDERS' EQUITY:		
Goodwill	26,129	20,070	Capital stock	110	110
Intangible assets—finite life	37,153	33,476	Treasury stock	(162,349)	(162,349)
Other assets	<u>25,162</u>	<u>6,634</u>	Accumulated other comprehensive loss	(53,912)	(57,437)
Total other assets	88,444	60,180	Note receivable	(8,652)	(7,025)
			Retained earnings	<u>374,202</u>	<u>301,237</u>
			Total Rumpke Consolidated Companies, Inc. and Subsidiaries stockholders' equity	149,399	74,536
			Noncontrolling interest	<u>(393)</u>	<u>(35)</u>
			Total stockholders' equity	<u>149,006</u>	<u>74,501</u>
TOTAL	<u>\$ 976,659</u>	<u>\$ 839,978</u>	TOTAL	<u>\$ 976,659</u>	<u>\$ 839,978</u>

See notes to consolidated financial statements.

RUMPKE CONSOLIDATED COMPANIES, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021 (Amounts in thousands)

	2022	2021
REVENUES:		
Hauling and collection	\$ 763,626	\$658,653
Sale of recyclables	72,530	74,293
Disposal	84,318	68,296
Transfer	42,355	35,674
Other revenues	<u>52,120</u>	<u>46,364</u>
Total revenues	<u>1,014,949</u>	<u>883,280</u>
OPERATING EXPENSES	693,039	593,040
DEPRECIATION AND AMORTIZATION	149,863	141,571
SELLING, GENERAL, AND ADMINISTRATIVE EXPENSES	<u>80,520</u>	<u>72,816</u>
Total operating expenses	<u>923,422</u>	<u>807,427</u>
OPERATING INCOME	<u>91,527</u>	<u>75,853</u>
OTHER (EXPENSE) INCOME:		
Interest expense	(16,880)	(15,960)
Net gain on sale of assets	40	811
Unrealized gain on financial contracts	15,441	7,200
Miscellaneous—net	<u>(1,421)</u>	<u>(6,678)</u>
Total other expense—net	<u>(2,820)</u>	<u>(14,627)</u>
INCOME BEFORE INCOME TAXES AND NONCONTROLLING INTEREST	88,707	61,226
INCOME TAX EXPENSE	<u>1,031</u>	<u>942</u>
NET INCOME	87,676	60,284
NET LOSS ATTRIBUTABLE TO NONCONTROLLING INTEREST	<u>(358)</u>	<u>(383)</u>
NET INCOME ATTRIBUTABLE TO RUMPKE CONSOLIDATED COMPANIES, INC. AND SUBSIDIARIES	<u>88,034</u>	<u>60,667</u>
NET INCOME, INCLUDING NONCONTROLLING INTEREST	87,676	60,284
OTHER COMPREHENSIVE INCOME (LOSS)	<u>3,525</u>	<u>(4,136)</u>
COMPREHENSIVE INCOME	91,201	56,148
COMPREHENSIVE LOSS ATTRIBUTABLE TO NONCONTROLLING INTEREST	<u>(358)</u>	<u>(383)</u>
COMPREHENSIVE INCOME ATTRIBUTABLE TO RUMPKE CONSOLIDATED COMPANIES, INC. AND SUBSIDIARIES	<u>\$ 91,559</u>	<u>\$ 56,531</u>

See notes to consolidated financial statements.

Statement of Qualifications

Rumpke's Cincinnati Region

Background

Rumpke's Cincinnati Region (3800 Struble Rd., Cincinnati, OH 45251) includes:

- Rumpke Sanitary Landfill in Colerain Township (near Cincinnati)
- Bond Road Landfill (Whitewater Township, Hamilton County, Ohio)
- Rumpke Cincinnati Recycling Center (St. Bernard, Ohio)
- Rumpke Recycling Elmwood Place (Elmwood Place, Ohio)
- Rumpke Tire Recycling (Hamilton, Ohio)
- Hauling Operation (Colerain Township, Ohio)
- Administrative Offices (Colerain Township, Ohio)
- Maintenance Shops (Colerain Township, Ohio)
- Portable Restroom Operation (Norwood, Ohio)

Equipment

Rumpke's Cincinnati Region is comprised of about 740 trucks, including roll off, front load and rear load for both waste and recycling collection.

Employment

More than 965 employees, including drivers, equipment operators, mechanics, general laborers, commercial and municipal sales representatives, managers and administrative personnel, work in Rumpke's Cincinnati Region.

Service Offerings

Rumpke's Cincinnati Region offers comprehensive waste removal, disposal and recycling options to residential, commercial and industrial customers.

Services include municipal solid waste removal and disposal, roll off containers, commercial containers, compactors and residential and commercial recycling collection where available.

Additionally, Rumpke offers portable restroom rentals and tire collection and recycling.

Service Territory

Rumpke's Cincinnati Region provides service to communities and businesses in the following counties in Ohio and Indiana:

Ohio	Indiana	Ohio	Switzerland
Butler	Dearborn	Ripley	Union
Clermont (<i>portions</i>)	Decatur	Rush	
Hamilton	Fayette	Shelby (<i>portions</i>)	
Warren	Franklin		

Municipal Contracts

Rumpke's Cincinnati Region provides contracted residential waste removal services, curbside recycling and drop-off box recycling programs for more than 70 municipalities and solid waste districts.

Key Personnel

Key management personnel for the Rumpke Cincinnati facilities include the following:

- Jeffrey Rumpke, Area President
- Bill Rumpke III, Region Vice President
- Jeffrey Snyder, Director of Recycling
- Paul Knight, Region Sales Manager
- Dean Ferrier, Municipal/Public Sector Representative
- Travis Martin, Residential Hauling Manager



Rumpke Waste & Recycling

Key Personnel (*Continued*)

- Malcolm Granville, Commercial Hauling Manager
- Carolyn Martin, Customer Service Manager
- Gene Hillard, Recycling Hauling Manager
- Brad Dunn, Recycling Operations Manager
- JT Westerfield, Landfill Operations Manager



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RUMPKÉ



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus OH 43215-2258

Governor Mike DeWine
Administrator/CEO John Logue

www.bwc.ohio.gov
1-800-644-6292

CERTIFICATE OF EMPLOYER'S RIGHT TO PAY COMPENSATION DIRECTLY

To be posted in employer's place or places of employment in compliance with Section 4123.83 of the Ohio Revised Code. Any employer requiring more than one copy of this certificate, may reproduce as many copies (without any alterations or changes) as required.

Policy Number and Employer Name 20005522 RUMPKE CONSOLIDATED COMPANIES, INC. 3990 GENERATION DRIVE CINCINNATI OH 45251-4524	Period Specified Below July 1, 2023 to July 1, 2024
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BWC 7201

Sub(s):

- 20005522-003 RUMPKE TRANSPORTATION COMPANY LLC
- 20005522-002 RUMPKE SANITARY LANDFILL, INC.
- 20005522-006 WILLIAM THOMAS GROUP, INC.
- 20005522-005 RUMPKE WASTE, INC
- 20005522-001 RUMPKE OF NORTHERN OHIO, INC.
- 20005522-004 RUMPKE OF OHIO INC

This certifies that on date hereof the above named employer having met the requirements provided in Section 4123.35 of the Ohio Revised Code has been granted authority by the administrator to pay compensation directly to its Injured or dependents of killed employees as provided in said Section for the period above set forth.

Sincerely,

John Logue
Administrator/CEO

BWC-7201

SI-1

Educational Opportunities

As an industry leader, Rumpke takes pride in educating the public about our waste disposal and recycling technologies. Our state-of-the-art operations provide an excellent resource for teachers and community organizations.

Rumpke's industry experts, including environmental engineers, landfill managers and recycling technicians, can be a tremendous asset in the classroom or boardroom.

Please contact the Rumpke Corporate Communications Department to learn how Rumpke can help fulfill your educational goals.

TOURS

Group tours are available at most Rumpke facilities. Landfill tours are conducted from the safety and comfort of a bus. A guide explains what happens after garbage is collected along with general operations including leachate wastewater collection, methane gas recovery, surface water control and the landfill cell construction.

Tours of our Material Recovery Facilities (MRFs) demonstrate the collection and sorting of recyclable materials. As a safety precaution, each MRF has age requirements. Hard soled footwear is required and a hard hat and safety glasses are provided.

"Rumpke has been a wonderful partner in environmental education with Keep Cincinnati Beautiful. Thanks, Rumpke, for helping us to grow green habits!"

Keep Cincinnati Beautiful

LANDFILL AND RECYCLING PRESENTATIONS

From school assemblies to corporate meetings, Rumpke representatives are available to present landfill and recycling information in any format. Topics include landfill construction, landfill gas recovery, and environmental protection, as well as the importance of recycling, the collection and sorting process, and the future of landfills and recycling systems.

CLASSROOM RESOURCES

Rumpke provides an array of materials to compliment discussions on waste, recycling and the future of the environmental industry. Rumpke's DVD library includes landfills, single stream recycling and glass recycling. Activity and fact sheets also are available to help stimulate the learning process.

MASCOTS

Mascots "Binny" and "Binita" represent Rumpke Recycling in the community, often visiting schools, parades and special events such as Earth Day. To inquire about mascot availability for your event, contact the Rumpke Corporate Communications Department or your Rumpke representative.



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RUMPKÉ

Rumpke Waste & Recycling

Landfills. They're what we do best.

KEEPING NEIGHBORHOODS CLEAN & GREEN SINCE 1932

Rumpke Waste & Recycling is one of the country's largest waste and recycling companies. Our award-winning, family-owned firm services millions of waste and recycling customers throughout four states. Let us customize a program to meet your service, financial and sustainability objectives.

From the Beginning...

Rumpke has operated landfills since 1945. In fact, we've perfected landfill design, construction and strategic planning. Today, Rumpke operates 14 landfills, including one of the largest municipal solid waste landfills in the country. All of our landfills are engineered with the best available technology and managed with the right expertise to ensure compliance, customer efficiency and maximum environmental protection.



Customers Come First

Every employee at Rumpke, knows customers come first. Rumpke's customer response team and local personnel are available to answer questions and facilitate service requests quickly and easily. While behind the scenes, Rumpke's customer experience team is always working to assure quality interactions on the phone, online or in person.



A Commitment to Compliance

Our landfills are sanitary sites, built according to Federal Sub-Title D regulations, with protective liners placed under and on top of the trash. Storm water, leachate (water that has come into contact with waste) and air quality monitoring are standard parts of Rumpke operations.

Rumpke has the systems in place to ensure compliance and safety. Rumpke's engineers, consultants and safety experts don't just meet regulations, we exceed them. Our team proactively inspects sites to ensure consistency and exceed regulator expectations. If you're not familiar with Rumpke, check out our compliance records. They speak for themselves.



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The Rumpke logo, featuring the word "RUMPKE" in a bold, stylized, blocky font with a slight shadow effect.

Rumpke Waste & Recycling

Think Landfills Can't Help You Meet Your Sustainability Goals—Think Again.

Who says landfilling is a waste? Recycling happens at Rumpke landfills every day.

When trash decomposes, and methane is generated, Rumpke is putting it to good use. Six of Rumpke's landfills have partnered with energy companies to convert landfill gas into natural gas or electricity and two more systems are being built at Rumpke's other landfills.

At Rumpke Sanitary Landfill in Cincinnati we converted 50,000 tons of methane into natural gas power for 27,500 homes and compressed natural gas fuel for nearly 250 garbage trucks. The site's renewable energy system is noted as the largest waste to direct energy pipeline system in the world.

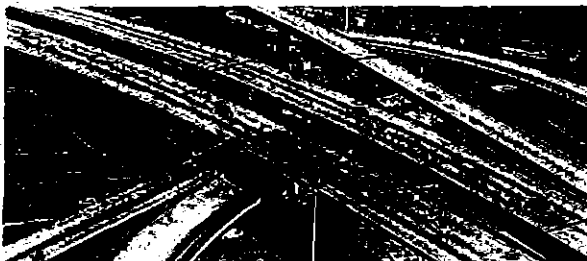
At our Pendleton County Landfill in Butler, Kentucky, Rumpke partners with the Eastern Kentucky Power Cooperative to generate electricity for approximately 3,300 area homes. In recent years, nearly 12,500 tons of methane was converted into renewable energy.

In Georgetown, Ohio Rumpke's Brown County Landfill partners with Energy Developments to operate a 4.8 megawatt power plant that provides electricity to about 1,500 homes in the area. It's one more way Rumpke is creating renewable energy from waste.



Keep Your Costs in Check: Rumpke's Landfills Offer Quick & Easy Access

Rumpke operates 14 landfills throughout Ohio, Kentucky and Indiana. In 2017 alone, Rumpke landfills received 5 million tons of trash. Our professionals know how to procure the right tools and equipment to make disposal at a Rumpke facility quick and easy. Speaking of quick, Rumpke landfills are easily accessible from a variety of state and interstate highway systems.



Trash Type Experts

We've seen it all. Rumpke's environmental expertise extends to all types of waste. Our industrial waste experts and universal waste associates partner with disposal clients to properly classify waste streams and ensure accurate paperwork and compliance.

✓ Acceptable Material

- Asbestos – Friable & Non-Friable by appointment only
- Auto Shredder Waste
- Clean & Contaminated Soil
- Construction & Demolition Wastes
- Drummed Waste with Solids
- Industrial Process Waste
- Liquid Waste by appointment only
- Residual Waste from a Dry Waste Material
- Recovery Facility
- Sludge
- Wood Waste

✗ Unacceptable Material

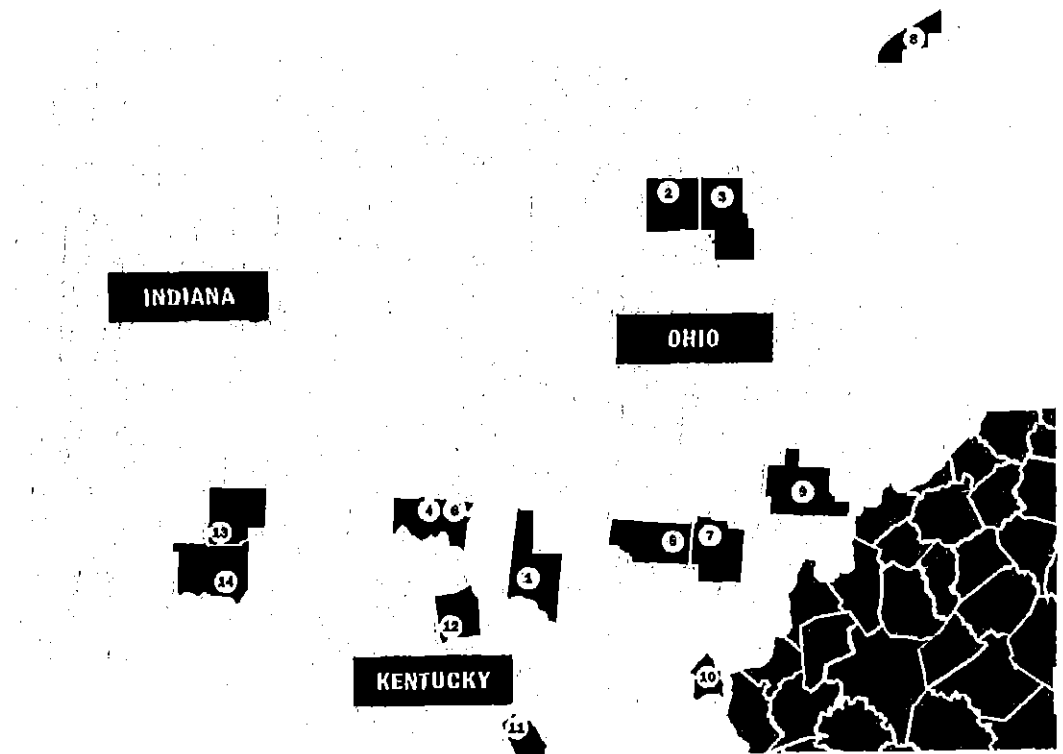
- Batteries
- Biosolids
- Electronic Waste
- Explosives
- Hazardous Waste
- Infectious Waste
- Putrescible Waste (e.g. food waste)
- Radioactive Waste
- Tires
- White Goods (e.g. refrigerators, air conditioners, etc.)



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Rumpke Landfill Locations & Hours of Operation



OHIO LANDFILLS

1. **BROWN COUNTY LANDFILL**
8 a.m.-4 p.m. | M - F
8 a.m.-Noon | First Saturday of the Month
2. **CRAWFORD COUNTY LANDFILL***
6:30 a.m.-4 p.m. | M - F
8 a.m.-10 a.m. | Saturday
3. **NOBLE ROAD LANDFILL**
7 a.m.-4 p.m. | M - F
4. **BOND ROAD LANDFILL**
8 a.m.-4:30 p.m. | M-F
5. **PIKE COUNTY LANDFILL**
7 a.m.-5 p.m. | M - F
6. **RUMPKE SANITARY LANDFILL**
8 a.m.-5 p.m. | M-F
8 a.m.-Noon | Saturday
7. **WELLSTON LANDFILL**
7 a.m.-4 p.m. | M - F
8. **LAKE COUNTY LANDFILL***
7 a.m.-3:30 p.m. | M-F
9 a.m.-1 p.m. | Saturday

9. ATHENS-HOCKING LANDFILL

7 a.m.-4 p.m. | M-F
7 a.m.-11 a.m. | Saturday

KENTUCKY LANDFILLS

10. **BOYD COUNTY LANDFILL**
6 a.m.-4 p.m. | M - F
11. **MONTGOMERY COUNTY LANDFILL**
7 a.m.-5 p.m. | M - F
8 a.m.-Noon | First Saturday of the Month
12. **PENDLETON COUNTY LANDFILL**
7 a.m.-5 p.m. | M - F
8 a.m.-Noon | Saturday

INDIANA LANDFILLS

13. **BARTHOLOMEW COUNTY LANDFILL***
7:30 a.m.-4:30 p.m. | M - F
8 a.m.-Noon | Saturday
14. **MEDORA LANDFILL**
6 a.m.-5 p.m. | M - F
6 a.m.-Noon | Saturday

*OPERATED LANDFILL



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TRANSFER STATION MANAGEMENT DONE RIGHT

When it comes to complete solid waste solutions and facility management, Rumpke Waste & Recycling has you covered. Glve the burden of transfer station management to industry experts, and help your facility reach its highest potential.

Rumpke is a master at responsible and environmentally sound management at waste facilities. After all, we've been managing transfer stations for decades. That's why several local governments throughout Ohio, Kentucky and Indiana have contracted with Rumpke to manage teams, operations and facilities using the best management practices to achieve, maintain or even exceed environmental compliance, in an efficient and cost-effective manner.

If profitability is your objective, Rumpke's customer care team is top notch, driving loyal repeat business, boosting your bottom line and making your facility a valuable asset to your community. And best yet, we can prove our progress with customized reporting for our customers.

Our record of service and compliance speaks for itself. Here's a list of transfer stations Rumpke currently owns or operates.

OHIO TRANSFER STATIONS

1. BROADVIEW HEIGHTS TRANSFER STATION
2. CHILLICOTHE TRANSFER STATION
3. CIRCLEVILLE TRANSFER STATION
4. COLUMBUS TRANSFER STATION
5. GREENVILLE TRANSFER STATION
6. CITY OF HAMILTON TRANSFER STATION*
7. HARVARD AVENUE TRANSFER STATION
8. LAWRENCE COUNTY TRANSFER & RECYCLING FACILITY
9. LIMA TRANSFER STATION
10. RICHLAND COUNTY TRANSFER STATION
11. DELAWARE COUNTY TRANSFER STATION*
12. MEIGS COUNTY TRANSFER STATION
13. MEDINA COUNTY TRANSFER STATION*
14. ZANESVILLE TRANSFER STATION

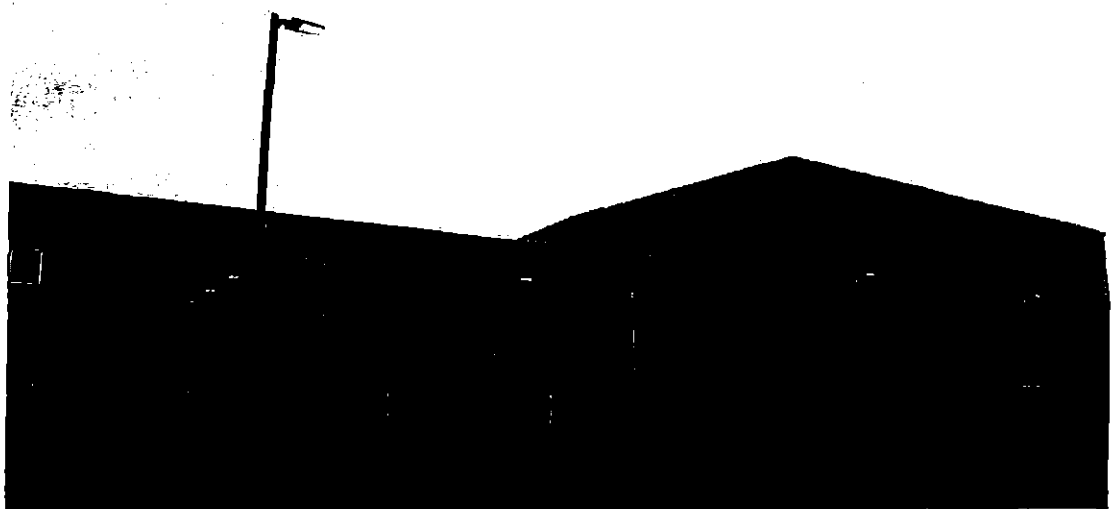
KENTUCKY TRANSFER STATIONS

15. GARRARD COUNTY TRANSFER STATION
16. KNOTT COUNTY TRANSFER STATION*
17. LESLIE COUNTY TRANSFER STATION*
18. LOUISVILLE TRANSFER STATION
19. MAGOFFIN COUNTY TRANSFER STATION*
20. COVINGTON TRANSFER STATION
21. SCOTT COUNTY TRANSFER STATION

INDIANA TRANSFER STATIONS

22. GREENE COUNTY TRANSFER STATION
23. RICHMOND TRANSFER STATION
24. ORANGE COUNTY TRANSFER STATION
25. MONROE COUNTY RESOURCE RECOVERY FACILITY (WASTE TRANSFER STATION AND RECYCLING FACILITY)

*OPERATED TRANSFER STATION



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RUMPKE

Landfill Waste Restriction Reminder

Thank you for choosing Rumpke Waste & Recycling. We are pleased to be your service provider. Since our early beginnings, more than 90 years ago, our mission has not only been to provide the best hauling, waste and recycling services possible, but also to do so with safety, environmental protection and compliance in mind.

To reach this objective, we are constantly cooperating with local, state and federal regulators to adhere to any adjustments to laws and regulations and to educate our clients to assure their compliance as well.

As a useful reminder, we have included below a complete list of landfill restrictions and waste generator responsibilities. Please review them once again and keep them in mind. As always, you may call us with specific questions. Rumpke is glad to assist with all of your waste solution needs.

RUMPKE LANDFILL WASTE RESTRICTIONS

Applicable Federal, State and Local laws require that you (the waste generator) dispose of your waste materials appropriately, and you will remain responsible for these materials if they are not disposed of properly. Municipal Solid Waste Landfills, such as Rumpke's are not permitted to accept and dispose of certain types of materials, including hazardous wastes.

None of the following materials may be sent to Rumpke for disposal:

- Hazardous wastes
- Liquids (may be solidified, but require prior approval)
- Corrosive, flammable, reactive, explosive, toxic, or otherwise hazardous materials
- All batteries
- Whole tires
- Medical/infectious/biohazard waste
- Any listed wastes in Title 40 Code of Federal Regulations part 261
- PCB waste 50 ppm or above
- Appliances containing refrigerant
- Pesticides, herbicides, and fertilizers
- Radioactive waste
- Fluorescent lamps and ballasts

Other types of materials may or may not be appropriate for disposal in a Municipal Solid Waste Landfill, depending on their specific characteristics. The following material types require prior approval by Rumpke.

- Manufacturing/process waste—sludge, sand, dust, filters, shot blast, various paint wastes
- Rags, absorbent, and other materials impacted with paint, cleaners, or chemicals
- Spill cleanup materials
- Obsolete chemicals/products
- Dirt/soil and contaminated dirt/soil
- Electronics including computers and monitors
- Solidified liquids
- Empty containers including drums, tanks, 5-gallon pails, aerosol cans
- PCB waste lower than 50 ppm
- Asbestos
- Appliances with refrigerant removed



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Rumpke Waste & Recycling

Rumpke, A Recycling Leader

RECYCLING BEFORE IT WAS POPULAR

Rumpke has been recycling since the 1930s when company founders pulled rags, metals and glass from the waste stream for reuse and recycling. In 1989, Rumpke began offering curbside collection for customers and has steadily expanded that effort to become a recycling leader in the Midwest.

Recycling for All

Today, Rumpke brings reliable recycling services to millions of residents and businesses throughout Ohio, Kentucky and Indiana. Rumpke provides municipal services to more than 500 communities. Cities like Columbus, Cincinnati, Cleveland, Tiffin, North Royalton, Hamilton, Middletown and Covington count on Rumpke to provide their homeowners with single stream curbside recycling services. And organizations like P&G, the Cincinnati Reds, Miami University, University of Dayton, Kings Island and many others count on Rumpke for commercial recycling services.



An Investment Worth Making

Rumpke continues to invest in recycling. In 2023, the company invested more than \$100 million to ensure our plants have the best available technology. Annually, Rumpke's 14 recycling facilities process more than 1 billion pounds of material.






- | | | | |
|---------------------|----------------------|------------------------|------------------------------|
| 1. St. Bernard, OH | 5. Chillicothe, OH | 9. Louisville, KY | 13. Fayette County, KY |
| 2. Columbus, OH | 6. Mansfield, OH | 10. Medora, IN | 14. Akron, OH |
| 3. Dayton, OH | 7. Elmwood Place, OH | 11. Medina County, OH* | |
| 4. Dayton, OH—Glass | 8. New Miami, OH | 12. Monroe County, IN | *OPERATED RECYCLING FACILITY |



Putting Glass to Good Use

Did you know glass makes up about 14% of the curbside stream of material? While others have discontinued glass recycling programs, Rumpke innovated new technology to convert broken glass into a useable raw material for the home insulation and glass container industries. Today, Rumpke is the only hauler in the country to operate its own glass processing facility. Each month, the glass recycling center processes between 2,500-4,000 tons of glass, keeping it out of landfills and putting it to good use.

RUMPKE ACCEPTS:

 Paper & Cardboard	 Glass Bottles & Jars	 Cartons	 Plastic Bottles, Jugs, Tubs & Cups	 Metal Cans & Cups
--	---	--	--	---

We also offer specialized recycling services for industrial customers.

Total Waste Services

For those customers who have bulk recyclables from commercial or industrial processes, Rumpke offers specialized recycling services for a variety of materials from e-waste recycling to plastics, cardboard and much more. We have an experienced team to help organizations customize programs or even provide in-plant service to help them best reach their objectives.

RECYCLE THESE



PLASTIC BOTTLES, JUGS, TUBS & CUPS



GLASS BOTTLES & JARS



PAPER & CARDBOARD



CARTONS



METAL CANS & CUPS

NO NAILS



NO CLOTHING & TEXTILES



NO NEEDLES



NO PLASTIC BAGS



NO BATTERIES



NO HOSES & CHAINS

HOW RUMPKE RECYCLING WORKS

RUMPKE RECYCLING FACILITIES



- | | | |
|--------------------|----------------------|-------------------|
| 1. St. Bernard, OH | 5. Mansfield, OH | 9. Medora, IN |
| 2. Columbus, OH | 6. Elmwood Place, OH | 10. Medina, OH |
| 3. Dayton, OH (2) | 7. Ironton, OH | 11. Lexington, KY |
| 4. Chillicothe, OH | 8. Louisville, KY | |

HOW ARE RECYCLABLES SORTED?



DRUM FEEDER

Creates a consistent flow of material from the tipping floor to the pre-sort line.



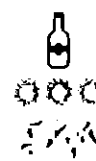
PRE-SORT AREAS

Trash is removed.



CARDBOARD SCREENER

Rotating discs remove the cardboard from the stream.



GLASS BREAKER

Glass is broken on the screen, conveyed to a bunker and sent to Rumpke's Dayton Glass Processing Facility.



PAPER SCREENER

Rotating discs separate the paper from the containers.



OPTICAL SCANNER

Infrared light shines on the conveyor belt. The designated material (paper, cartons or plastic) is identified by a scanner and separated using bursts of air.



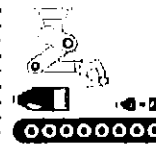
OVERHEAD MAGNET

Attracts the steel cans.



EDDY CURRENT

Rare earth magnet repels the aluminum cans and causes them to "jump" onto the designated belt.



AI ROBOTS

Robot arms help better separate plastic containers from the rest of the stream.



BALER

Compacts the material into bales to be sold and made into something new.

WHY RECYCLE?



- Saves natural resources and energy
- Reduces amount of waste going into landfills
- Reduces pollution
- Creates jobs and helps the economy
- Recyclables are made into new products
- Protects wildlife habitat

JOBS



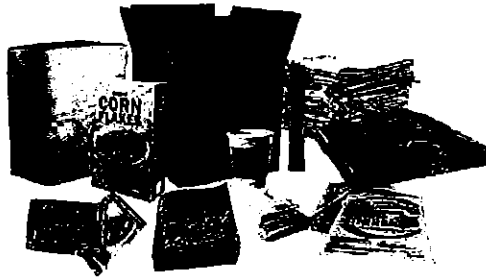
- Drivers
- Sorters
- Safety
- Heavy Equipment Operators
- Mechanics
- Engineering
- Industrial Maintenance Technicians
- Housekeeping
- Finance
- Customer Service
- Commercial Recycling Sales Reps
- Commodity Marketing

www.MyRumpke.com



Recycle These

PAPER



Cardboard should fit inside cart.

PLASTICS

Bottles, jugs, tubs and cups



Reattach lid. Yogurt and fruit cups OK.

METAL CANS & CUPS



Non-hazardous, non-flammable material only.

GLASS BOTTLES & JARS



Any color.

CARTONS



Remove caps and straws.

DON'T RECYCLE

- Plastic bags
- Hazardous material such as batteries
- Tanglers such as clothing, dog leashes & garden hoses
- Scrap metal, including pots & pans

Visit www.rumpke.com to learn more about our recycling program. Visit your local Solid Waste District to find where you can dispose of hazardous material.



www.rumpke.com | 1-800-828-8171

RUMPKE

End Products

Rumpke recycled more than **1 BILLION POUNDS** of material in 2021 and works with regional manufacturers to turn your recyclables into new products.

PLASTIC



PET (Plastic Bottles)

Plastic strapping, carpet, Plastic bottles

HDPE (Plastic Jugs)

Drainage pipe, plastic container, toys

#5 Plastic Tub

Plastic Containers

GLASS



Dayton Glass Processing Facility

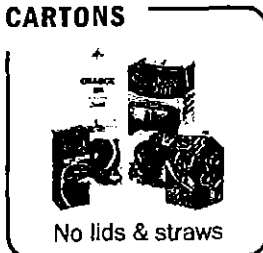
Large Pieces

Glass Bottles

Small Pieces

Fiberglass Insulation

CARTONS



Cartons & Aseptic Containers

Tissue & Office Paper

METAL CANS & CUPS



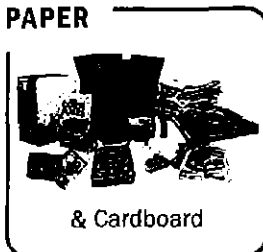
Steel Cans

Car Parts & Appliances

Aluminum Cans & Cups

Aluminum Cans

PAPER



Cardboard & Paper Cups

Corrugated Boxes

Mixed Paper

Corrugated Boxes

Newspaper

Newspaper & Corrugated Boxes



www.rumpke.com | 1-800-828-8171

2024



2024

Solid Waste Facility License Municipal Solid Waste Landfill

License Expires December 31, 2024

Facility: Rumpke Sanitary Landfill CID: 33318 10795 Hughes Rd Cincinnati, OH 45251	Licensee: Rumpke Sanitary Landfill, Inc 3990 Generation Dr Cincinnati, OH 45251
--	--

This license has been issued in accordance with the requirements of state law, is subject to revocation or suspension for cause, and is not transferable without the consent of the approved Board of Health and the Director of the Ohio Environmental Protection Agency.

Licensing Authority: Hamilton County Public Health

Conditions of Licensure:

The Licensee hereunder, its agents, employees, and all others in active concert with said licensee, including the facility owner and operator, shall be subject to and shall comply with the following conditions of this license:

1. All applicable requirements of Ohio Revised Code Chapters 3734, 3767, 6111, and 3704 and rules adopted thereunder.
2. Permits-to-install, plans, operational reports, other authorizing documents, and administrative and judicial orders applicable to this facility and as approved by the Director of the Ohio Environmental Protection Agency.
3. This license is conditional upon payment of the applicable fee to the Board of Health or the Director, as appropriate, within 30 days after issuance.
4. By applying for and accepting this license, the licensee specifically consents in advance and agrees to allow the Director, the Health District, or an authorized representative, to enter upon the licensee's premises at any reasonable time during the construction and/or operation of the facility for the purpose of inspecting, conducting tests, collecting samples, or examining records or reports pertaining to construction, modification, installation, or operation of the facility. The licensee hereby acknowledges and agrees that any and all rights of access granted herein shall not be deemed to be unreasonable or unlawful under Ohio Revised Code Sec. 3734.07. The licensee, its agents, employees, and all others in active concert with said licensee shall maintain and operate the facility to which the license pertains in a sanitary manner so as not to create a nuisance, cause or contribute to water pollution, or create a health hazard. This license shall not be construed to constitute a defense to any civil or criminal action brought by the State of Ohio or any duly authorized representative thereof to enforce the provisions of Chapters 3734, 3767, 6111, or 3704 of the Ohio Revised Code, or regulations issued thereunder. Issuance of this license does not relieve the licensee of the duty to comply with all applicable federal, state, and local laws, regulations and ordinances.

If checked, Additional Conditions Apply to This License (See Back, or Attachment)

Health Commissioner

December 27, 2023

Date Issued



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services, LLC 3400 Overton Park Drive SE Suite 300 Atlanta, GA 30339	CONTACT NAME: Linda Crocker PHONE (AG, No, Ext): 404 497-7500 E-MAIL ADDRESS: Linda.Crocker@mcgriff.com	FAX (AG, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Rumpke of Ohio, Inc. 3990 Generation Drive Cincinnati, OH 45251	INSURER A: Lexington Insurance Company	NAIC # 19437
	INSURER B: National Union Fire Insurance Company of Pittsburgh, PA	NAIC # 19445
	INSURER C: All Insurance Company	NAIC # 19399
	INSURER D: ACE Property and Casualty Insurance Company	NAIC # 20699
	INSURER E: Everest Indemnity Insurance Company	NAIC # 10851
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: UM2AQQLT

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		011170499 011170500	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPROP AGG \$ 5,000,000 SIR \$ 500,000
B E	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:		4805391 XCABF00003-211	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Excess Auto Liability \$ 4,000,000
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEQ <input checked="" type="checkbox"/> RETENTION \$10,000		XEUG72557738 003 Auto Excess Liability retention: 1st \$5,000,000 of Umbrella	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	1310371 (OH) 013755746 (IN, KY, MO, TN, TX, VA) \$500,000 SIR applies to XS OH	12/31/2023	12/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage

CERTIFICATE HOLDER

CANCELLATION

Rumpke of Ohio, Inc.
3990 Generation Drive
Cincinnati, OH 45251

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

Resolution

Number 24-0329

Adopted Date March 05, 2024

ENTERING INTO CAREER EXPLORATION AND JOB SHADOW AGREEMENT ON
BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to enter into a Career Exploration and Job Shadow Agreement with the
following educational institution, as attached hereto and made part hereof:

Lebanon High School
1916 Drake Rd.
Lebanon Ohio, 45036

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – OhioMeansJobs Warren County
OhioMeansJobs (file)

**OhioMeansJobs Warren County
Youth Workforce Development
Career Exploration & Job Shadow Agreement**

This agreement is entered into and effective on the date last signed below between the Warren County Board of Commissioners on behalf of OhioMeansJobs Warren County, whose office is located at 300 East Silver St, Lebanon, Ohio 45036 (hereinafter referred to as OMJWC) and Lebanon High School, whose office is located at 1916 Drake Rd Lebanon Ohio, 45036 (hereinafter referred to as LHS).

WHEREAS, OMJWC operates an unpaid Work Experience Program which may provide temporary job shadowing opportunities for students in LHS Career Development courses; and,

WHEREAS, LHS is seeking eligible worksites for LHS career development efforts; and,

WHEREAS, the LHS Career Development teachers desire to participate in the OMJWC Work Experience Program by providing job shadowing and career exploration opportunities for youth at OMJWC's worksite location, specifically, 300 East Silver St. Lebanon Ohio, 45036...

NOW THEREFORE, in consideration of the promises and mutual covenants herein, it is agreed by and between the parties as follows:

- A. OMJWC in conjunction with LHS will provide career exploration opportunities through job shadowing for all eligible students interested in learning government function, human services, and fiscal coordination.
- B. Participants will report to OMJWC at agreed upon times and days that will coincide with their school's workforce development curriculum and schedule.
- C. OMJWC agrees that youth will not be involved in programs or activities which are in violation of Federal or State regulations, as amended, governing religious/sectarian or political activities.
- D. LHS shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, the Board of Warren County Commissioners and their employees from liability of any nature arising from the participation in this career exploration job shadowing opportunity, including, but not limited to: cost and expenses for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by persons or property resulting in whole or in part from negligent performance or omission of an employee, agent or representative of the Worksite, as well as the youth and other individuals working for the Worksite agency pursuant to this agreement.
- E. INSURANCE

LHS shall provide liability insurance coverage as follows:

LHS shall carry Comprehensive General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. *[if applicable]* LHS shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

LHS further agrees that if any Comprehensive General Liability or Professional Liability coverage is on a “claims made” basis, the policy provide that in the event this Agreement is terminated, LHS shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement.

By endorsement to the Comprehensive General Liability or Professional Liability coverage, Warren County shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted.

F. This agreement may only be modified by written instrument executed by both parties..

G. Participants must adhere to OMJWC policies and procedures.

H. OMJWC can terminate a job shadow/career exploration opportunity if the student fails to adhere to OMJWC policies and procedures.

I. Either party may terminate this agreement for convenience by providing 15 days advanced written notice to the other party.

J. This contract shall be effective on the date last signed below and shall remain in effect until June 30, 2024, unless otherwise terminated by either party, or extended by written amendment executed by both parties.


K. LHS and the OMJWC understand and agree that signing of this agreement does not guarantee the placement of youth at the Worksite(s).

L.. CERTIFICATIONS: The undersigned individuals have read and fully comprehend all statements in this agreement and signify by their signatures a voluntary intent to be fully bound by the provisions of this agreement as well as any and all attachments which are explicitly merged and incorporated into the agreement. In addition, the organized labor representative, if applicable, reviewing this agreement expressly stipulated by his/her below affixed signature that he/she has read, understands and voluntarily concurs with the agreement. A copy of the completed agreement will be returned to the Worksite Administrator after being reviewed and signed by the OMJWC representative. The Worksite is to retain its copy of the agreement in its files for the duration of the program year.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 5th day of March, 2024.

WARREN COUNTY BOARD OF COMMISSIONERS:

*

David G. Young, President 

LHS:

Robert A. Reynolds

Name

Robert A. Reynolds 2/27/24

Signature/LHS Administrator Date

principal

Title of LHS Administrator

If applicable, an Organized Labor Representative should review this agreement and stipulate by his/her signature below that he/she has read, understands, and voluntarily concurs with the execution of the Worksite Agreement.

Signature of Authorized Organized Labor Representative Date

~~WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES~~

Jesh Hisle 2/27/24

Jesh Hisle OMJWC, Director Date

APPROVED AS TO FORM:

Adam Nice

ADAM NICE, ASSISTANT PROSECUTING ATTORNEY

Resolution

Number 24-0330

Adopted Date March 05, 2024

AUTHORIZING ACCEPTANCE OF ANNUAL QUOTE FOR TOWER LIGHTING REPLACEMENT AND MONITORING WITH LUMENSERVE ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, LumenServe will provide constant maintenance and monitoring for Tower Lighting for all listed Tower sites on quote.

NOW THEREFORE BE IT RESOLVED, to accept the quote for constant maintenance and monitoring for all Tower Lighting for all listed Tower Sites listed on Quote with LumenServe as attached hereto and a part hereof.

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—LumenServe
Telecom (file)



LumenServeSM Quote

Customer:
Warren County
500 Justice Drive
Lebanon, OH 45036

Attention:
Corey Burton
Communications System Manager
Warren County Telecommunications
(513) 695-1177
Corey.Burton@wco.net

Check Selected Service Type:	
<input type="checkbox"/>	- Tower Lighting as a Service*
<input checked="" type="checkbox"/>	- Tower Lighting as a Service* \$1 Buyout - Capital Lease <small>See (1) below</small>
<input type="checkbox"/>	- Purchase and Installation of LED Lighting System + Services
<input type="checkbox"/>	- Purchase of Equipment
<input type="checkbox"/>	- Other

Special Notes:
LumenServe Multi-Tower Discount requires all towers are installed back-to-back in the same installation window. Convert existing FAA Type A1 painted tower to FAA Type E1 dual mode tower -> "Never Paint Your Tower Again".

Quote Date: 2/27/2024
Quote Expiration: 3/8/2024
Initial Term: 60 Months

Site Name	ASR #	FAA Type	Tower Lighting as a Service*						FAA Req'd On-site Inspections		Data Plan		Total	
			LED System		Assurance Warranty		Compliance & Monitoring Services		NRC	/mo	NRC	/mo	NRC	/mo
			NRC	/mo	NRC	/mo	NRC	/mo						
Franklin, OH	1015335	A1 → E1	n/a	\$ 489.00	Service Included	n/a	\$ 69.00	n/a	\$ 89.00	Service Not Ordered	n/a	\$ 647.00		
Lebanon, OH	1015338	E1	n/a	\$ 489.00	Service Included	n/a	\$ 69.00	n/a	\$ 89.00	Service Not Ordered	n/a	\$ 647.00		
Mason, OH	1211202	E1	n/a	\$ 489.00	Service Included	n/a	\$ 69.00	n/a	\$ 89.00	Service Not Ordered	n/a	\$ 647.00		
Clarksville, OH	1241069	E1	n/a	\$ 489.00	Service Included	n/a	\$ 69.00	n/a	\$ 89.00	Service Not Ordered	n/a	\$ 647.00		
South Lebanon, OH	1015337	D2	n/a	\$ 779.00	Service Included	n/a	\$ 69.00	n/a	\$ 89.00	Service Not Ordered	n/a	\$ 937.00		

The Products and Services delineated herein are being acquired by the Customer pursuant to the terms and conditions set forth in the TIPS VENDOR AGREEMENT - TIPS HFP 230105 Technology Solutions, Products and Services ("TIPS Vendor Agreement"). This Agreement constitutes a Supplemental Agreement under the aforementioned TIPS Vendor Agreement, specifically providing for the inclusion of supplementary discounts and the option for a \$1 buyout.

Monthly Sub-Total:	n/a	\$ 3,525.00
Multi-Tower Discount (5%):	n/a	(\$177.00)
All Services Promotional Discount (3%):	n/a	(\$106.00)
Monthly Total:	n/a	\$ 3,242.00

ANNUAL TOTAL: n/a \$ 38,904.00

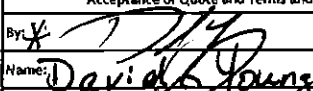
Additional Terms (Check if Applicable):

<input checked="" type="checkbox"/>	(1) TLaaS* \$1 Buyout - Capital Lease - Customer may purchase LED Lighting System for \$1 at the end of the Initial Term, thereupon, the Lighting System asset will become the property of the Customer and other ancillary Services may be renewed annually thereafter at Customer's option.
<input type="checkbox"/>	(2) Lighting System purchase and/or installation requires 50% payment upfront and the remaining balance upon shipment or installation completion as applicable.
<input type="checkbox"/>	(3) Shipping costs are not included above and will be invoiced to Customer.
<input checked="" type="checkbox"/>	(4) Customer agrees to complete ACH Payment Form and make all payments using electronic ACH debit initiated monthly by LumenServe™.

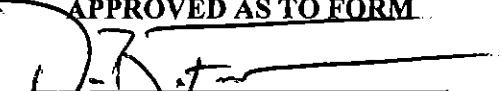
Our Guarantee:
LumenServe™ guarantees you up to five (5) years of flat rate pricing, plus full upfront transparency on the rates you will pay, for as long as you are a Customer.

Upon execution by Customer and LumenServe™, this Quote, along with the TIPS Lumen Serve Vendor Agreement signed February 15, 2023 serve as a Master Agreement ("Agreement") between the parties. This Agreement is a Supplemental Agreement under the TIPS Lumen Serve Vendor Agreement. Additional Services under this Agreement may be procured via supplemental Quotes executed by both parties. All defined terms are utilized pursuant to the Agreement. At the end of the Initial Term, or any subsequent Renewal Term, the Customer and LumenServe™ may mutually agree to extend the Agreement for a one year Renewal Term at a rate equal to the previous year's rate plus 4%. Payments by credit card will incur an additional 4% fee.

Signature Below or Valid PO Indicates
Acceptance of Quote and Terms and Conditions

By: 
Name: David Young
Date: 3/5/24

APPROVED AS TO FORM


Derek B. Faulkner
Asst. Prosecuting Attorney

Office Use Only

LumenServe™ Approval

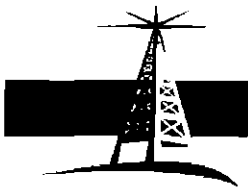
By: _____
Name: _____

Our Value System
Customer Service Obsession ♦ Honesty & Integrity ♦ We Get Things Done
Efficiency Focused ♦ Grateful For Our Successes
4818 East Ben White Boulevard, #107, Austin, Texas 78741 ♦ P: 512.580.4600

Rev 2022.10.04

E1 System Infrared - White (L865) or Dual red/white (L864/L865) Complete System - Avian Compliant		
Part Number	Description	Quantity/Kit
D1CW-CTR-409	DUAL STROBE L864/L865 CONTROLLER AND PWR SUP 120-240VAC	1
D1CW-FH-409	DUAL STROBE L864/L865 FLASH HEAD	1
RTO-CR08-001	SIDE MARKER L810 LOW PWR 12-48VDC RED FAA IR	3
D256-6000PEC	PHOTOCELL, 3/4NPT CAST ENCLOSURE	1
CAB-300183	Sidemarker CABLE, 300 Ft, 18 AWG / 3 COND	1
CAB-400144BF	STROBE CABLE, 400 Ft, 14 AWG / 4 COND	1
D1RW-HDWR-E11	E1 MOUNTING HARDWARE KIT. Includes: 1x RTO Junction Box, 3x Side Marker Brackets, Cable Tape and SS Hard	1

D2 System Infrared - White (L865) Complete System - Avian Compliant		
Part Number	Description	Quantity/Kit
D1CW-CTR-409	DUAL STROBE L864/L865 CONTROLLER AND PWR SUP 120-240VAC	1
D1CW-FH-409	DUAL STROBE L864/L865 FLASH HEAD	3
D1CW-PS-9409	DUAL STROBE L864/L865 POWER SUPPLY 120-240VAC	2
D256-6000PEC	PHOTOCELL, 3/4NPT CAST ENCLOSURE	1
CAB-050183	PHOTOCELL CABLE, 50 Ft, 18 AWG / 3 COND	1
CAB-020183BFD	COMMUNICATION CABLE, 20 Ft, 18 AWG / 3 COND	1
CAB-300144BF	STROBE CABLE, 300FT, 14/4 BRAID/FOIL	2
CAB-550144BF	STROBE CABLE, 550FT, 14/4 BRAID/FOIL	1
D165-HDWR-D2	D2/E2 AVIAN MOUNTING HARDWARE KIT. Includes: Cable Grip, Cable Tape and SS Mounting Hardware.	1



Service Descriptions

See Page 1 of Quote for Services
Included with Your Order



**LED Lighting
Systems**

LumenServeSM utilizes Dialight LED lighting systems across all tower types, unless otherwise noted in the Quote. Current specifications and data sheets are available at the links below:

LED Obstruction – Dual Red/White Medium Intensity – L-865/L-864 – Data Sheet

LED Obstruction – Red Medium / Low Intensity – L-864/L-810 – Data Sheet

LED Obstruction – High Intensity – L-856/L-864 – Data Sheet

LED Obstruction – Integrated Network, Embedded Monitoring (INEM) – Data Sheet

LED Obstruction – Accessories

Installation is performed using LumenServeSM Installation Guidelines and Methodology and is all inclusive of labor, mobilization, materials, expenses, and Equipment. There are no hidden costs in our Installation Services which includes the following:

- Engineering / FAA Filings
 - On-site walk
 - Lighting circular validation
 - Build package & diagram
 - FAA Form 7460 completion in coordination with Customer
- Decommission of Old Lighting System
 - Old Lighting Fixtures
 - Old Lighting Cable for Medium Intensity Systems
 - Old Lighting Equipment
- LED System (per specifications above)
 - Equipment – Controller, Beacons, L-810 Side Lights
 - Lighting cable
 - Mounts and brackets
 - Installation hardware and materials
 - Note that High Intensity LED systems assume reuse of Customer existing power cabling and conduit unless otherwise specified.
- Installation – Comprehensive installation on-ground and above-ground by OEM certified installers pursuant to LumenServeSM Safety Manual.
- Close Out Package
 - As-Built diagram
 - Photo documentation top-to-bottom



**Assurance Warranty,
Maintenance and Repair**

Service Descriptions

See Page 1 of Quote for Services
Included with Your Order

The Assurance Warranty Service ("Assurance Warranty") is provided to the Customer at LumenServe's cost and includes ongoing maintenance and repair of the Lighting System and associated Equipment ("Maintenance and Repair") and all associated costs including, but not limited to, Equipment, materials, parts, tower climbing and other labor. This Assurance Warranty is incorporated into the Agreement, and all defined terms utilized are pursuant to the Agreement. The Assurance Warranty covers all required Maintenance and Repair resulting from outages caused by Lighting System failure, Equipment failure, weather related failures, lightening, and other causes of failure. The Assurance Warranty is not applicable to outages directly caused by the Customer, its contractors, or its tenants on the tower site that results in damage to the lighting system. Compliance & Monitoring Services, as detailed below, must be ordered by Customer, and provided by LumenServeSM, in parallel with the Assurance Warranty.

Workmanship/Safety – LumenServeSM will ensure that that all Service provided under this Assurance Warranty will be performed in accordance with workmanship standards prevalent in the industry, and all Equipment and parts thereof, utilized to provide such services, will meet all required industry and regulatory specifications. All labor pursuant to the current LumenServeSM Safety Manual.

During the Term of the Agreement, LumenServeSM, at its cost and expense, will (a) provide Customer the parts, materials and labor for the maintenance as specified herein; (b) ensure that the hardware and software operate substantially in accordance with the Equipment manufacturer's specifications and those required by governing Federal, state and local authority; (c) install all necessary field change orders to ensure proper Equipment operation; (d) provide the full range of Maintenance and Repairs including, but not limited to, the following:

- Repair/ Maintenance/Replacement of Lighting System
 - Beacon(s) and L-810 side markers
 - Controllers/Power supplies
 - Other lighting system equipment
 - Cable, brackets, hardware
 - Shipping costs
- System Software / Firmware Updates
- RMA Management
 - RMA tracking
 - Shipping costs
- Project Tracking and Electronic Logbook
 - Installation
 - Maintenance and Repair
 - Equipment replacement
- Customer Reporting Includes
 - Repair/Maintenance logbook
 - RMA logbook



Compliance & Monitoring

Service Descriptions

See Page 1 of Quote for Services
Included with Your Order

LumenServe™ requires that its Compliance & Monitoring Services be provided as part of all TLaaS® Agreements as it is an integral part of the Assurance Warranty Service ensuring proper visibility, status notifications, alerts, and remote diagnostics of the Lighting System to LumenServe™. Compliance & Monitoring Service includes the following:

- Monitoring of Lighting System
 - Proactive Monitoring of Lighting System
 - Polling Every 5 Minutes
 - 24/7/365 Monitoring
 - Remote Diagnostics
 - Daily Logs, 2+ Years Storage
- FAA Compliance & Reporting
 - FAA NOTAM Reporting
 - NOTAM Tracking
 - NOTAM Resolution
 - Lighting Circular Validation
- Customer Reporting
 - NOTAM reporting to Customer
 - Quarterly Daily Logs Report, provided quarterly
 - Notification of FAA rules changes
 - Compliance events
- Installation/Repair/Maintenance of Monitoring System
 - For Customers with TLaaS®, TLaaS® with \$1 Buyout, or Purchase & Installation of a Lighting System with Compliance & Monitoring Services, LumenServe will install the monitoring system Equipment. Repair and Maintenance of the Monitoring System is covered under the Assurance Warranty Service (detailed above) if included in the Services ordered by the Customer.



FAA Required On-site Inspections

LumenServe™ provides the full suite of the FAA required on-site inspection services. Services will be tailored for your specific FAA tower style and applicable FAA Circular revision for the subject site. Services include:

- Quarterly Lighting Inspections (QLI)
 - Quarterly Inspection

Service Descriptions

See Page 1 of Quote for Services
Included with Your Order

- Standards checklist
- System Health Test per OEM specifications including cycling between day, twilight and night mode as applicable
- QLI Report sent to Customer on a quarterly basis
- On-site Lighting System verification
- 7/8" Rule testing from ground

- Annual Paint Inspections
 - Annual Paint Test (Top Portion of Tower)
 - Documented in Log

- Biennial Lens Inspections
 - Biennial Lens Inspection by climb or drone
 - Biennial Lens Report with photo documentation



Data Plan

The LumenServeSM Data Plan is a Machine to Machine (M2M) platform with options to use the best available signal from the three major carrier networks – AT&T, Verizon, and T-Mobile. The Data Plan includes:

- M2M Data Bandwidth
- Transmission Equipment
- Transmission Equipment installation
- SIM Card
- SIM Provisioning Setup and Testing
- Ancillary Antenna (If necessary, to optimize)

Resolution

Number 24-0331

Adopted Date March 05, 2024

AUTHORIZING ACCEPTANCE OF THE QUOTE FOR ADDITIONAL WORK FROM TRI COUNTY TOWER ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Tri County Tower will provide Tower Site Sweep Replacement Labor and Equipment on all eight (8) Tower sites as per approved Quote #14462, pursuant to Resolution #24-0020, dated January 2, 2024, for Warren County Telecommunications; and

WHEREAS, additional tower work is needed for all eight tower sites to add TTA Testlines per quote #14651.

NOW THEREFORE BE IT RESOLVED, to accept quote from Tri County Tower on behalf of Warren County Telecommunications, for TTA Testlines as attached hereto and a part hereof.

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a- Tri County Tower
Telecom (file)



Tri County Tower

8900 Mahoning Avenue
North Jackson, Ohio 44451

TCT Proposal

Job # 14651

February 23, 2024

Page # 1

CLIENT:

Telecommunications
Warren County ~~Water & Sewer~~ Dept.
406 Justice Dr.
Lebanon OH 45036

Phase/Description	Amount
14651 Warren County TTA Testline	
1 Warren County Work	
1 Site Work	10,100.00
Labor, Equipment, Supervision, and Insurance for: TCT to Mobilize to/from Warren County Sites.	
 TCT will install new testlines to new TTAs.	
 Customer to Provide all materials.	
	<hr/>
Phase Total:	10,100.00
	<hr/>
Grand Total:	10,100.00

Notes:

Additional labor or materials necessary above and beyond the customer provided scope of work (SOW) will be billed on a "Time and Materials" basis at the current rate. If the Tower is deemed "Unsafe to Climb" for any reason by TCT qualified climber, charges will be for mobilization and time on site only.

-
- Proposal is based on access with two-wheel drive vehicle unless noted above. Please Review, Updated 11/2023
 - Tri County Tower LLC (TCT) reserves the right to cancel the work day due to inclement weather.
 - Quoted labor pricing is good for thirty (30) days, from day of quote, Material pricing is based on day of quote.
 - Final Material pricing will be adjusted and locked in upon receipt of a purchase order.
 - This proposal is based on information supplied by the client, post change orders may be required if unforeseen changes or modifications of the scope of work.
 - TCT is not responsible for any delays beyond our control, including but not limited to acts of God, weather conditions, strikes, lockouts, unsuitable or unsafe site conditions or delays caused by others at jobsite. In the event our work is delayed through no fault of our own, the client is responsible for additional costs.
 - Payment due in full, net 30 days from date of invoice - cash or check. We accept all major credit cards if paid within ten days of invoice date.
- PREPARED BY: Grant Brown / office (330)538-9878 /mobile: (330) 717-1636/ fax (330)538-9879 / e-mail: gbrown@tricountytower.com

Resolution

Number 24-0332

Adopted Date March 05, 2024

ENTERING INTO A PURCHASE AGREEMENT WITH MURPHY TRACTOR & EQUIPMENT ON BEHALF OF WARREN COUNTY WATER AND SEWER FOR THE PURCHASE OF A JOHN DEERE HEAVY DUTY 45 INCH FRAME AND SET OF FORKS AS AN ATTACHMENT FOR A COMPACT TRACK LOADER

BE IT RESOLVED, to enter into a Purchase Agreement with Murphy Tractor & Equipment on behalf of Warren County Water and Sewer Department for the purchase of a John Deere Heavy Duty 45-inch Frame and Set of Forks as an attachment for a Compact Track Loader, copy of said purchase agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

mbz

cc: c/a – Murphy Tractor & Equipment
Water/Sewer (file)



JOHN DEERE

Customer Purchase Agreement/Commitment to Lease for
John Deere Construction, Utility and Forestry
Products and Compact Construction Equipment - US
("Purchase Agreement")

PA#

10184957

PA Revision#

Original

Customer Name: WARREN COUNTY WATER AND SEWER

PURCHASER NAME AND ADDRESS (First Signer)			
NAME(First, Middle, Last) WARREN COUNTY WATER AND SEWER			
STREET or RR 406 JUSTICE DR			
CITY LEBANON	STATE OH	ZIP CODE 45036	COUNTY Warren
PHONE NUMBER 513-683-5808	EMAIL ADDRESS ED.TURNER@CO.WARREN.OH.US		
REWARDS # 994062460			
PURCHASER NAME AND ADDRESS (Second Signer)			
NAME(First, Middle, Last)			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER	EMAIL ADDRESS		
REWARDS #			

DEALER NAME AND ADDRESS			
DEALER NAME Murphy Tractor & Equipment		Dealer Account No. : 178802	
STREET or RR 11441 Mosteller Road			
CITY Cincinnati	STATE OH	ZIP CODE 45241	Phone Number 513-772-3232
Date Of Order: Feb 07, 2024			
Dealer Order No.: 05644480		TYPE OF SALE: <input checked="" type="checkbox"/> CASH <input type="checkbox"/> LEASE <input type="checkbox"/> TIME SALE	
PURCHASER TYPE: 4 Use County		MARKET USE CODE: 43 Sewer/Water	
Add Purchaser to Mailing List (Check One or More) <input type="checkbox"/> Construction <input type="checkbox"/> CCE <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input type="checkbox"/> Government			
PURCHASER IS: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual		Purchaser Acct.: 29011119	
<input type="checkbox"/> SOCIAL SECURITY <input type="checkbox"/> IRS TAX ID NO <input type="checkbox"/> EIN			
NO.:			

EXTENDED WARRANTY IS: <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Decline		LOCATION OF FIRST WORKING USE : Use County WARREN	Use State/Province OH	COUNTY CODE 165										
Ultimate Uptime Package Purchase: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		(Initials) <i>DTJ</i>												
QTY	W	M	Z	D	M	R	T	D	IM	OC	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	X										JOHN DEERE Heavy Duty 45 In. Frame and Set of Forks Stock # 208346			
- DECLINED :John Deere Preventative Maintenance :														
- DECLINED :John Deere Extended Warranty :														
													(1) TOTAL CASH PRICE	\$ 975 00

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT	
COMMENTS:				(2) TOTAL TRADE-IN ALLOWANCE	\$ 0 00
				(3) TOTAL TRADE-IN PAY-OFF	\$ 0 00
				(4) BALANCE	\$ 975 00
				(5) SALES TAX - (0.00%)	\$ 0 00
				(6) SUBTOTAL	\$ 975 00
				(7) RENTAL APPLIED	\$ 0 00
				(8) CASH WITH ORDER	\$ 0 00
				(9) BALANCE DUE (6-(7 & 8))	\$ 975 00



**Customer Purchase Agreement/Commitment to Lease for
John Deere Construction, Utility and Forestry
Products and Compact Construction Equipment - US
("Purchase Agreement")**

PA# 10184957
PA Revision# Original

Quote ID: 30316502

Customer Name: WARREN COUNTY WATER AND

ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay or otherwise satisfy the Balance Due (line 9) shown hereon in cash, or to execute a Retail Installment Contract, Rental Purchase Option Contract, Lease Agreement or other security agreement for the Balance Due for the Equipment, plus additional charges shown thereon, on or before delivery of the Equipment ordered herein. Despite delivery of the Equipment to the Purchaser, title to the Equipment shall not pass to the Purchaser until the Balance Due is paid or is otherwise satisfied in full for Equipment purchases. For Equipment leases and rentals, title to the Equipment shall not pass to the Purchaser. The Purchaser and the Dealer agree that this Purchase Agreement is not a security agreement and that delivery of the Equipment to the Purchaser pursuant to this Purchase Agreement will not constitute possession of the Equipment by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this transaction are limited as set forth in this Purchase Agreement.

The Purchaser(s) and the Dealer acknowledge that while this document is defined herein as a "Purchase Agreement", it serves as both a purchase agreement for the Equipment and/or a commitment to lease the Equipment. In addition, the defined term "Purchaser" extends to and includes both a purchaser of the Equipment and/or a lessee of the Equipment. Furthermore, this Purchase Agreement is deemed to constitute a "Purchase Order" or a "Customer Purchase Order for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment" for the purposes of any other John Deere documents, including, without limitation, any dealer terms schedules.

USE OF INFORMATION/PRIVACY NOTICE (U.S.):

I understand that John Deere Construction & Forestry Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<https://www.deere.com/en/privacy-and-data/privacy-statements/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction, utility, forestry and compact construction products is set forth in a separate document the Dealer will provide to the Purchaser. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS TRANSACTION ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE AGREEMENT. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

TELEMATICS:

Orders of telematic devices include only the hardware. Where available, telematics software, including JDLINK™ connectivity service, may be enabled from your local John Deere Operations Center or JDLINK website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version DJ (Initials) and understands its terms and conditions.

Purchaser (First Signer)	WARREN COUNTY WATER AND SEWER	Signature	<i>[Signature]</i>	Date	3/5/24
Purchaser (Second Signer)		Signature		Date	
Dealer Representative	Murphy Tractor & Equipment	Signature	<i>Benjamin Subup</i>	Date	2/14/24
Salesperson	TRACY, MARK	Signature	<i>[Signature]</i>	Date	2/14/24

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On: <input type="checkbox"/>	Purchaser Signature
--------------------------	---	---------------------

DATE ↗

DATE ↗

APPROVED AS TO FORM

[Signature]
Adam M. Nice
Asst. Prosecuting Attorney



STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, COMPACT CONSTRUCTION (CCE) FORESTRY, AND UTILITY PRODUCTS – US & CANADA

- **Construction & Forestry Products:** 12 months/unlimited hours (whichever occurs first) Full Machine Standard Warranty
- **Compact Construction Equipment (CCE) Products:** 24 months or 2000 hours (whichever occurs first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers:** 6 months Full Machine Standard Warranty
- **DC & DE Pull-Type Scrapers:** 12 months Full Machine Standard Warranty
- **Scraper Tractors:** 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments:** 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

STANDARD Warranty is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURALL Warranty applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of

all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; Pushbeam, NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight.
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Additional Labor Time - Above Dealer Labor Rate.
6. Additional Cleaning - Above Dealer Labor Rate.
7. Rental Fees.
8. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, negligence, collision, expenses to seek reinstatement of warranty following theft or loss of Product, or other accidents.
9. Premiums charged for Overtime Labor.
10. Transportation to and from the dealership.
11. Travel time, mileage, or service calls by the dealer.
12. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
13. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers.
14. Torn, cut, or worn hoses.
15. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
16. Items such as cutting-edge parts, delimiting knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
17. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
18. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
19. Parts supplied by or repairs, maintenance or modifications performed by someone other than an authorized John Deere dealer, including any damage caused by such use of parts, repairs, maintenance, or modifications not performed by an authorized John Deere dealer.
20. The use of "track type" tire chains on Feller Bunchers and Skidders is an unapproved modification. Warranty will be void on these machines using "track type" tire chains.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket – i.e., Winch not installed at factory.
24. Custom options installed outside the factory – i.e., G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).
26. Lost or stolen Products.

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. The product is modified or altered in ways not approved by John Deere; or
2. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
3. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at www.jdlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**

Resolution

Number 24-0333

Adopted Date March 05, 2024

APPROVING EASEMENT ACQUISITION COMPENSATION FOR TOWNSHIP ROAD WATERMAIN RELOCATION

WHEREAS, the Warren County Engineer's Office is currently making improvements to a bridge on Township Line Road; and

WHEREAS, as part of these improvements the Warren County Water and Sewer Department is required to relocate an 8-inch watermain to facilitate construction; and

WHEREAS, specifically the following property has been identified for easement acquisition and negotiations have been conducted with the following results:

Parcel #	Owner	Compensation
09-24-200-009	Dale R. and Susan Huff Pleimann	\$1,750

NOW THEREFORE BE IT RESOLVED, that the Board has reviewed the requested compensation and approves said request.

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Water/Sewer (file)

Resolution

Number 24-0334

Adopted Date March 05, 2024

ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 2/27/24, 2/28/24 and 2/29/24 as attached hereto and made a part hereof.

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor

Resolution

Number 24-0335

Adopted Date March 05, 2024

ENTERING INTO A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH PRUS PROPERTIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE VILLAGES OF CLASSICWAY SUBDIVISION, SECTION 9B SITUATED IN HAMILTON TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	24-006 (P/S)
Development	:	The Villages of Classicway Subdivision, Section 9B
Developer	:	Prus Properties, LLC
Township	:	Hamilton
Amount	:	\$104,750.00
Surety Company	:	Ohio Farmers Insurance Company

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

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

STREETS AND APPURTENANCES

including Sidewalks

Security Agreement No.

24-006 (P/S)

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

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in The Villages of Classicway **Subdivision, Section/Phase 9 B** (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 \$523,750.00, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$59,600.00; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$104,750.00 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 twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$104,750.00 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

Prus Properties LLC.
5325 Wooster Rd.
Cincinnati, OH 45226
Ph. (513) 321 - 7774

D. To the Surety:

Ohio Farmers Insurance Company

One Park Circle

Westfield Center, OH 44251

Ph. (800) 243 - 0210

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: *William J. Pius*

PRINTED NAME: William J. Pius

TITLE: VP

DATE: 2/21/24

SURETY:

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

SIGNATURE: *Kathleen A. Vonderhaar*

PRINTED NAME: Kathleen A. Vonderhaar


TITLE: Attorney-in-fact

DATE: 2/16/2024

[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 24-0335, dated 3/5/24.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

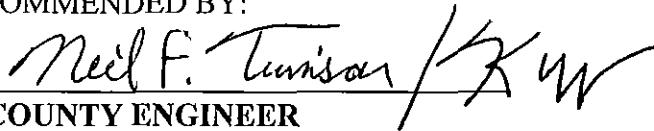
SIGNATURE: 

PRINTED NAME: David B. Young

TITLE: President

DATE: 3/5/24

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
Asst. 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

General
Power
of Attorney

POWER NO. 3411882 01

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
KATHLEEN A. VONDERHAAR, PATRICK J. MORGAN, SUSAN M. RINDERLE, JOINTLY OR SEVERALLY

of CINCINNATI and State of OH its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, surety and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-In-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-In-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 01st day of MAY A.D., 2022.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 01st day of MAY A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed

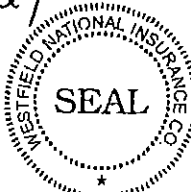


David A. Koinik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 16th day of February, 2024.



Frank A. Carrino, Secretary

**Financial
Statement**

Ohio Farmers Insurance Co.
Westfield Center, Ohio 44251-5001

December 31, 2022

**OHIO FARMERS INSURANCE COMPANY
BALANCE SHEET
12/31/22
(in thousands)**

Assets	
Cash, cash equivalents, and short term investments	85,650
Bonds	474,956
Stocks	81,433
Subsidiaries	2,367,603
Real estate	173,330
Premiums receivable	143,552
Other assets	234,766
Total assets	3,561,290
 Liabilities	
Reserve for unearned premiums	215,440
Reserve for unpaid losses and loss expenses	368,279
Reserve for taxes and other liabilities	183,088
Total liabilities	766,807
 Surplus	
Surplus to policyholders	2,794,483
Total surplus	2,794,483
 Total liabilities and surplus	3,561,290

State of Ohio
ss:
County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2022.

Attest:

Frank Carrino

Frank A. Carrino
Group Legal Leader, Secretary

Gary W. Stumper

Gary W. Stumper
National Surety Leader
Senior Executive



Sworn to before me this 8th day of February A.D. 2023.

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

David A. Kotnik

David A. Kotnik
Attorney at Law
Notary Public – State of Ohio





Certificate of Compliance

Issued 06/14/2023

Effective 04/02/2023

Expires 04/01/2024

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

OHIO FARMERS INSURANCE COMPANY

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

- | | |
|-----------------------------------|--|
| Accident & Health | Inland Marine |
| Aircraft | Medical Malpractice |
| Allied Lines | Multiple Peril - Commercial |
| Boiler & Machinery | Multiple Peril - Farmowners |
| Burglary & Theft | Multiple Peril - Homeowners |
| Collectively Renewable A & H | Noncancellable A & H |
| Commercial Auto - Liability | Nonrenew- Stated Reasons (A&H) |
| Commercial Auto - No Fault | Ocean Marine |
| Commercial Auto - Physical Damage | Other Accident only |
| Credit Accident & Health | Other Liability |
| Earthquake | Private Passenger Auto - Liability |
| Fidelity | Private Passenger Auto - No Fault |
| Financial Guaranty | Private Passenger Auto - Physical Damage |
| Fire | Surety |
| Glass | Workers Compensation |
| Group Accident & Health | |
| Guaranteed Renewable A & H | |

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of \$3,561,290,166, liabilities in the amount of \$766,806,929, and surplus of at least \$2,794,483,237.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director



Resolution

Number 24-0336

Adopted Date March 05, 2024

ENTERING INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH PRUS PROPERTIES LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE VILLAGES OF CLASSICWAY SUBDIVISION, SECTION 9B SITUATED IN HAMILTON TOWNSHIP

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

AGREEMENT

Bond Number	:	24-007 (W/S)
Development	:	The Villages of Classicway Subdivision, Section 9B
Developer	:	Prus Properties, LLC
Township	:	Hamilton
Amount	:	\$19,761.99
Surety Company	:	Ohio Farmers Insurance Company

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

CGB

cc: Prus Properties, LLC, 5325 Wooster Road, Cincinnati, OH 45226
Ohio Farmers Insurance Company, One Park Circle, Westfield Center, OH 44251
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

24-007 (W/S)

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

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in The Villages of Classicway Subdivision, Section/Phase 9B (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 \$197,610, 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 _____ 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 \$19,761.99 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:

Prus Properties, LLC.

5325 Wooster Rd.

Cincinnati, OH 45226

Ph. (513) 321 - 7774

D. To the Surety:

Ohio Farmers Insurance Company

One Park Circle

Westfield Center, OH 44251

Ph. (800) 243 - 0210

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)

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: *William J. Pross*

PRINTED NAME: William J. Pross

TITLE: VP

DATE: 2/21/24

SURETY:

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

SIGNATURE: *Kathleen A. Vonderhaar*

PRINTED NAME: Kathleen A. Vonderhaar

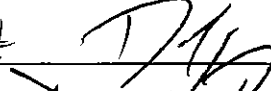
TITLE: Attorney-in-fact

DATE: 2/16/2024

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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 24-0336, dated 3/5/24.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**


SIGNATURE: 

PRINTED NAME: David B. Young

TITLE: President

DATE: 3/5/24

RECOMMENDED BY:

By: 
SANITARY ENGINEER

APPROVED AS TO FORM:

By: 
Asst. 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

General
Power
of Attorney

POWER NO. 3411882 01

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
KATHLEEN A. VONDERHAAR, PATRICK J. MORGAN, SUSAN M. RINDERLE, JOINTLY OR SEVERALLY

of CINCINNATI and State of OH Its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, surety and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-In-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-In-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 01st day of MAY A.D., 2022.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 01st day of MAY A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 16th day of

February, 2024



Frank A. Carrino, Secretary

**Financial
Statement**

Ohio Farmers Insurance Co.
Westfield Center, Ohio 44251-5001

December 31, 2022

**OHIO FARMERS INSURANCE COMPANY
BALANCE SHEET
12/31/22
(in thousands)**

Assets	
Cash, cash equivalents, and short term investments	85,650
Bonds	474,956
Stocks	81,433
Subsidiaries	2,367,603
Real estate	173,330
Premiums receivable	143,552
Other assets	234,766
Total assets	3,561,290
 Liabilities	
Reserve for unearned premiums	215,440
Reserve for unpaid losses and loss expenses	368,279
Reserve for taxes and other liabilities	183,088
Total liabilities	766,807
 Surplus	
Surplus to policyholders	2,794,483
Total surplus	2,794,483
 Total liabilities and surplus	3,561,290

State of Ohio

ss:

County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2022.

Attest:

Frank Carrino

Frank A. Carrino
Group Legal Leader, Secretary

Gary W. Stumper

Gary W. Stumper
National Surety Leader
Senior Executive



Sworn to before me this 8th day of February A.D. 2023.

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

David A. Kotnik

David A. Kotnik
Attorney at Law
Notary Public – State of Ohio





Certificate of Compliance

Issued 06/14/2023
Effective 04/02/2023
Expires 04/01/2024

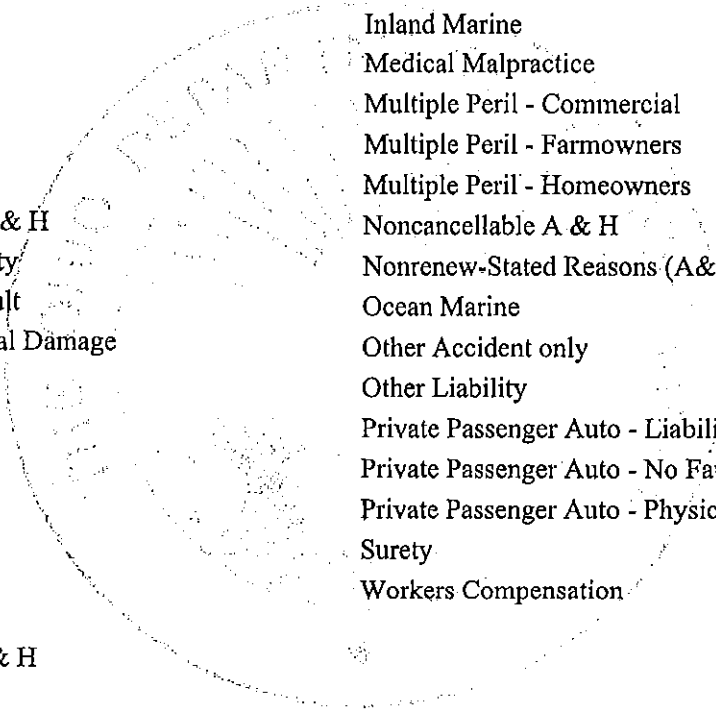
I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

OHIO FARMERS INSURANCE COMPANY

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

- | | |
|-----------------------------------|--|
| Accident & Health | Inland Marine |
| Aircraft | Medical Malpractice |
| Allied Lines | Multiple Peril - Commercial |
| Boiler & Machinery | Multiple Peril - Farmowners |
| Burglary & Theft | Multiple Peril - Homeowners |
| Collectively Renewable A & H | Noncancellable A & H |
| Commercial Auto - Liability | Nonrenew- Stated Reasons (A&H) |
| Commercial Auto - No Fault | Ocean Marine |
| Commercial Auto - Physical Damage | Other Accident only |
| Credit Accident & Health | Other Liability |
| Earthquake | Private Passenger Auto - Liability |
| Fidelity | Private Passenger Auto - No Fault |
| Financial Guaranty | Private Passenger Auto - Physical Damage |
| Fire | Surety |
| Glass | Workers Compensation |
| Group Accident & Health | |
| Guaranteed Renewable A & H | |



OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of \$3,561,290,166, liabilities in the amount of \$766,806,929, and surplus of at least \$2,794,483,237.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director



Resolution

Number 24-0337

Adopted Date March 05, 2024

ENTERING INTO A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH PRUS PROPERTIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS FOR RIGHT OF WAY DEDICATION – SIR BARTON DRIVE SITUATED IN HAMILTON TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	24-007 (P/S)
Development	:	Right of Way Dedication – Sir Barton Drive
Developer	:	Prus Properties, LLC
Township	:	Hamilton
Amount	:	\$40,690.00
Surety Company	:	Ohio Farmers Insurance Company

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

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

STREETS AND APPURTENANCES

including Sidewalks

Security Agreement No.

24-007(P/S)

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

WITNESSETH:

Right of Way Dedication -
Sir Barton Drive

WHEREAS, the Developer is required to install certain improvements in Right of Way Dedication - Sir Barton Drive **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 \$141,715.00, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$31,300.00; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$40,690.00 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 twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$28,343.00 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

Prus Properties LLC.

5325 Wooster Rd.

Cincinnati, OH 45226

Ph. (513) 321 - 7774

D. To the Surety:

Ohio Farmers Insurance Company

One Park Circle

Westfield Center, OH 44251

Ph. (800) 243 - 0210

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: *William Prus*

PRINTED NAME: William Prus

TITLE: VP

DATE: 2/22/2024

SURETY:

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

SIGNATURE: *Kathleen A. Vonderhaar*

PRINTED NAME: Kathleen A. Vonderhaar

TITLE: Attorney-in-fact

DATE: 2/22/2024

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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 24-0337, dated 3/5/24.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: * [Signature]

PRINTED NAME: David B Young

TITLE: President

DATE: 3/5/24

RECOMMENDED BY:

By: Neil F. Turison / Km
COUNTY ENGINEER

APPROVED AS TO FORM:

By: Kathryn M. Howard
Asst. 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

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 3411882 01

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
KATHLEEN A. VONDERHAAR, PATRICK J. MORGAN, SUSAN M. RINDERLE, JOINTLY OR SEVERALLY

of CINCINNATI and State of OH its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-In-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-In-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-In-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-In-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 01st day of MAY A.D., 2022.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 01st day of MAY A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 22nd day of February A.D.,



Frank A. Carrino, Secretary

Financial Statement

Ohio Farmers Insurance Co.

Westfield Center, Ohio 44251-5001

December 31, 2022

OHIO FARMERS INSURANCE COMPANY

BALANCE SHEET

12/31/22

(in thousands)

Assets	
Cash, cash equivalents, and short term investments	85,650
Bonds	474,956
Stocks	81,433
Subsidiaries	2,367,603
Real estate	173,330
Premiums receivable	143,552
Other assets	234,766
Total assets	3,561,290
 Liabilities	
Reserve for unearned premiums	215,440
Reserve for unpaid losses and loss expenses	368,279
Reserve for taxes and other liabilities	183,088
Total liabilities	766,807
 Surplus	
Surplus to policyholders	2,794,483
Total surplus	2,794,483
 Total liabilities and surplus	3,561,290

State of Ohio

ss:

County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2022.

Attest:

Frank Carrino

Frank A. Carrino
Group Legal Leader, Secretary

Gary W. Stumper

Gary W. Stumper
National Surety Leader
Senior Executive



Sworn to before me this 8th day of February A.D. 2023.

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

David A. Kotnik

David A. Kotnik
Attorney at Law
Notary Public – State of Ohio



Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance



Issued 06/14/2023

Effective 04/02/2023

Expires 04/01/2024

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

OHIO FARMERS INSURANCE COMPANY

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health	Inland Marine
Aircraft	Medical Malpractice
Allied Lines	Multiple Peril - Commercial
Boiler & Machinery	Multiple Peril - Farmowners
Burglary & Theft	Multiple Peril - Homeowners
Collectively Renewable A & H	Noncancellable A & H
Commercial Auto - Liability	Nonrenew-Stated Reasons (A&H)
Commercial Auto - No Fault	Ocean Marine
Commercial Auto - Physical Damage	Other Accident only
Credit Accident & Health	Other Liability
Earthquake	Private Passenger Auto - Liability
Fidelity	Private Passenger Auto - No Fault
Financial Guaranty	Private Passenger Auto - Physical Damage
Fire	Surety
Glass	Workers Compensation
Group Accident & Health	
Guaranteed Renewable A & H	

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of \$3,561,290,166, liabilities in the amount of \$766,806,929, and surplus of at least \$2,794,483,237.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director



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

Resolution

Number 24-0338

Adopted Date March 05, 2024

APPROVING VARIOUS RECORD PLATS

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

- The Villages of Classicway Section 9B Final Plat – Hamilton Township
- Classicway Subdivision Right of Way Dedication Plat – Hamilton Township

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Plat File
RPC

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

Resolution

Number 24-0339

Adopted Date March 05, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO DOMESTIC RELATIONS
COURT FUND #11011230

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 21,000.00 into #11011230-5820 (Health and Life Insurance)

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Domestic Relations (file)
Supplemental App. file

Resolution

Number 24-0340

Adopted Date March 05, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN BUILDING AND ZONING
DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$30.00 from #11012300-5910 (Other Expense)
 into #11012300-5911 (Non Taxable Meal Fringe)

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
Building/Zoning (file)

Resolution

Number 24-0341

Adopted Date March 05, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN HUMAN SERVICES FUND
2203

BE IT RESOLVED, to approve the following appropriation adjustment within Human Services
fund 2203:

\$12,000.00	from	22035310-5400	(Purchased Services)
	into	22035310-5114	(Overtime Pay)

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adjustment file
Human Services (file)

Resolution

Number 24-0342

Adopted Date March 05, 2024

APPROVING REQUISITIONS AND AUTHORIZING COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount	
WAT	ECONOWISE RENTAL INC	SEW ZERO TURN MOWER FOR WAYNES	\$ 10,399.00	*state contract
TEL	LUMENSERVE INC	TEL- TOWER LIGHTING MAINT & MO	\$ 38,904.00	*contract on packet
ENG	WESTERN WATER COMPANY	ENG. REALIGN WATER MAIN FOR ST	\$ 8,020.45	*capital purchase
WAT	MOODYS OF DAYTON INC	WAT 2024 WELL REDEVELOPMENT PR	\$ 283,441.00	*contract in packet
ENG	KORDA NEMETH ENG	ENG ENG SERVICES FOR CR 182 BRIDGE	\$ 263,050.00	*contract in packet
ENG	DDK CONSTRUCTION	ENG ENG SERVICES FOR MCCLURE RD BRIDG	\$ 507,530.50	*contract in packet
SEW	MURPHY TRACTOR & EQUIPMENT	SEW FORKS FOR COMPACT LOADER	\$ 975.00	*contract in packet

PO CHANGE ORDERS

WAT	AECOM TECHNICAL SERVICES INC	WAT ENGINEERING FOR WTR SOFTENER	\$ 732,500.00	*increase
FAC	RIVER ROCK VENTURES INC	FAC DESIGN BUILD FEES	\$ 1,195,471.00	*increase

3/5/2024 APPROVED:



Martin Russell, County Administrator

Resolution

Number 24-0343

Adopted Date March 05, 2024

APPROVING AN EASEMENT AGREEMENT WITH THE UNITED STATES DEPARTMENT OF THE ARMY FOR RADIO TOWER FACILITY LOCATED IN CAESAR CREEK LAKE STATE PARK

WHEREAS, this Board, by and through the Warren County Telecommunications Department, maintains and operates a radio tower on real property owned and maintained by the United States Department of the Army, commonly known as Caesar Creek Lake State Park; and

WHEREAS, the original easement granted from the Department of the Army authorizing the Warren County Board of Commissioners to maintain and operate said radio tower has expired; and

WHEREAS, the Department of Army and the Warren County Board of Commissioners, through its legal counsel, have agreed to new terms and conditions for a succeeding easement to authorize the continued operation of said radio tower for an additional 25 years.

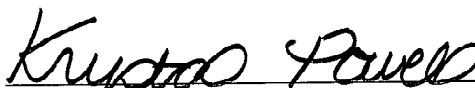
NOW THEREFORE BE IT RESOLVED, to approve an easement agreement with the US Department of Army as described in the attached agreement and to return the executed documents to the Department of Army U.S. Army Corps of Engineers, Louisville District, for execution and recordation.

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—U.S. Department of Army
Telecom (file)

Resolution

Number 24-0344

Adopted Date March 05, 2024

AUTHORIZING AMENDMENT NO. 4 TO THE ENGINEERING AGREEMENT WITH AECOM TECHNICAL SERVICES, INC., INCREASING PURCHASE ORDER NO. 25074 FOR THE DESIGN OF WATER TREATMENT PLANT UPGRADES AND SOFTENING FACILITIES

WHEREAS, Warren County and AECOM Technical Services, Inc. entered into an Engineering Agreement on May 29, 2018 for professional engineering services for the preparation of construction drawings, contract documents and surveying services during the design and construction of the Water Treatment Plant Upgrades and Softening Facilities Project; and

WHEREAS, it is the desire of this Board to amend said Engineering Agreement to allow for additional professional engineering services including design of ion exchange treatment for PFAS at the Richard A. Renneker Water Treatment Plant; and

NOW THEREFORE BE IT RESOLVED, to approve Amendment No. 4 increasing Purchase Order No. 25074 to AECOM Technical Services, Inc. in the amount of \$732,500 creating a new contract price of \$5,636,162. Said Amendment, attached hereto and made a part hereof, shall be subject to the following conditions:

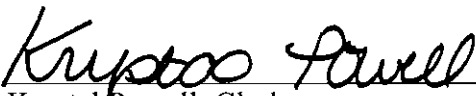
1. The scope of services shall be as stipulated in "February 21, 2024 Warren County – Renneker Water Treatment Plant – Improvements to remove PFAS" attached hereto and made a part hereof.
2. Compensation for the additional services shall be in accordance with the May 29, 2018 Engineering Contract, total additional compensation not to exceed \$732,500.

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—AECOM Technical Services, Inc.
Water/Sewer (file)
Project file

**AMENDMENT NO. 4
ENGINEERING AGREEMENT**

THIS AMENDMENT NO. 3, effective on the date last executed by the Parties hereto, by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, on behalf of WARREN COUNTY, OHIO (hereinafter "COUNTY") and AECOM Technical Services, Inc., 277 West Nationwide Boulevard, Columbus, Ohio 43215 (hereinafter "CONSULTANT").

WHEREAS, Warren County and AECOM Technical Services, Inc.. entered into an Engineering Agreement on May 29, 2018 for professional engineering services for the preparation of construction drawings, contract documents and surveying services during the design and construction of the Water Treatment Plant Upgrades and Softening Facilities Project; and

WHEREAS, additional services related to the original project were determined to be necessary or beneficial to the COUNTY and were identified as Supplemental Services by said Agreement; and

WHEREAS, it is the desire of this Board to amend said Engineering Agreement to allow for additional professional engineering and environmental services, specifically improvements to remove PFAS at the Richard Renneker Treatment Plant; and

NOW, THEREFORE, IT IS AGREED by and between the COUNTY and the CONSULTANT that the Design of Water Treatment Plant Upgrades and Softening Facilities Project is hereby amended as follows:

SCOPE OF SERVICES

The contractual scope shall be modified as identified in the CONSULTANT's letter dated, February 21, 2024, attached hereto and made a part hereof.

COUNTY RESPONSIBILITIES

The COUNTY shall supply the following data/additional services to the CONSULTANT:

1. Provide full information as to the requirements of the project.
2. Assist CONSULTANT by placing at their disposal all available information pertinent to the project.
3. Examine all studies, reports, sketches, drawings, proposals and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the service of the CONSULTANT.

SCHEDULE

The CONSULTANT'S additional services shall commence upon the execution of the Amendment by both the CONSULTANT and the COUNTY. All tasks shall be completed in accordance with the May 29, 2018 Agreement.

COMPENSATION

1. The CONSULTANT's fee for all services performed pursuant to this Amendment shall be on a "per hour" basis for all labor incurred by the CONSULTANT, in accordance with the May 29, 2018 Agreement.
2. Based on the scope of work as described herein, total compensation for all services performed under this Amendment, and all direct reimbursable costs, shall not exceed \$732,500.
3. Payment of compensation shall be made to the CONSULTANT within thirty (30) days after the receipt of an invoice from the CONSULTANT.

TERMS & CONDITIONS

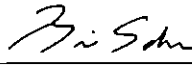
Except as provided herein, the May 29, 2018 Engineering Agreement shall remain binding and in force and effect in all other aspects. In the event any conflict or dispute arises between the May 29, 2018 Engineering Agreement and this Amendment No. 4, such conflict or dispute shall be resolved in accordance with the amended obligations set forth in this Amendment No. 4.

[the remainder of this page is intentionally left blank]

CONSULTANT:

IN EXECUTION WHEREOF, AECOM Technical Services, Inc., has caused this Agreement to be executed by Brian Schmude, P.E., its Associate Vice President, on the date stated, pursuant to a resolution authorizing the same.

AECOM Technical Services, Inc.

SIGNATURE: 

NAME: Brian Schmude

TITLE: Associate Vice President

DATE: February 28, 2024

COUNTY:

IN EXECUTION WHEREOF, the Warren County Board of Commissioners has caused this Agreement to be executed by _____, its _____ on the date stated below, pursuant to Board Resolution No. _____, dated _____.

WARREN COUNTY BOARD OF COMMISSIONERS

SIGNATURE: 

NAME: _____

TITLE: _____

DATE: _____

Approved as to form:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO



By: Adam Nice, Asst. Prosecutor

CHANGE ORDER

In accordance with the Professional Engineering Services Agreement ("Agreement") dated May 29, 2018 between Warren County, Ohio ("Client") and AECOM Technical Services, Inc. or "AECOM". This Change Order, with an effective date of _____, 2024 modifies the Professional Engineering Services Agreement as follows:

1. Changes to the Services:

Addition of services outlined in Attachment 1 for treatment improvements to remove PFAS.

2. Change to Deliverables:

See Attachment 1

3. Change in Project Schedule (attach schedule if appropriate):

Extension with proposed schedule outlined in Attachment 1

4. Change in AECOM's Compensation:

The Services set forth in this Change Order will be compensated on the following basis:

Following existing Contract provisions. Total additional billable fees of \$732,500 as shown in attachment 1.

5. Project Impact:

Addition of PFAS treatment equipment to the existing water treatment plant

6. Other Changes (including terms and conditions):

None

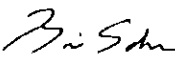


AECOM Project Name: Water Treatment Plant Membrane Softening Upgrades Project
AECOM Project No.: 60551697
Client's Name: Warren County, Ohio
Date: February 21, 2024
Amendment #5

- 7. All other terms and conditions of the Agreement remain unchanged.
- 8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

AECOM Technical Services, Inc.

CLIENT: Warren County, Ohio



Signature

Signature

Brian Schmude

Printed Name

Printed Name

Associate Vice President

Printed Title

Printed Title

February 26, 2024

Date

Date

Address:
277 West Nationwide Blvd.
Columbus, OH 43215

Address:
406 Justice Drive
Lebanon, Ohio 45036

[End of the Change Order]

ATTACHMENT 1 – SCOPE OF SERVICES

Project Understanding: The Warren County Water and Sewer Department (OWNER or COUNTY) wishes to retain AECOM Technical Services (AECOM) to provide professional design services for the implementation of water treatment improvements for the removal of PFAS from the water source at the existing Richard A Renneker Water Treatment Plant (RARWTP). The proposed new system will consist of anion exchange vessels placed inside the existing membrane softening building and sized to treat 100% of the anticipated membrane bypass flow, which is approximately 3.7 million gallons per day (MGD). The overall scope of these services includes planning and preliminary design, piloting of anion exchange media, procurement of anion exchange equipment, detailed design and construction document production, coordination with regulatory agencies including permitting, and project bidding. Piloting services are included although there is a possibility the Ohio EPA will not require resin piloting; in which case the task can be non-performed.

1. Task 1: Project Management and Meetings

Services and work to be performed under this task include the following:

- a) Development and monitoring of a task-based project schedule and budget.
- b) Managing, overseeing, and directing staff to complete design tasks, and ensuring adequate personnel resources are available and provided to complete the work.
- c) Coordinating quality assurance and quality control reviews and documentation.
- d) Internal coordination meetings with design staff and external coordination and progress meetings with the Owner, Regulatory Agencies, and other project stakeholders as needed. The scope includes monthly in-person progress meetings with the County.
- e) General project execution and management tasks including project invoicing activities, maintaining a project directory and filing system, and project recordkeeping.

2. Task 2: Preliminary Design

Services and work to be performed under this task include the following:

- a) Develop a general plan with a construction cost estimate to accompany the County's WSRLA project nomination by March 4, 2024. Much of the general plan content will be taken from the previous AECOM PFAS evaluation and adjusted for the specifics of the current scope.
- b) Coordinate with equipment and resin manufacturers to size the treatment system and identify operational characteristics including resin loading rates, pressure losses, piping and instrumentation requirements, equipment weights and overall dimensions, and estimated resin life based on desktop analyses.
- c) Perform a detailed structural analysis of the existing floor where equipment will be placed to evaluate the allowable loading capacity. Assess if potential improvements may be required, such as installation of new columns, to support the new anion exchange equipment and document recommendations of such improvements.
- d) Develop requirements for process equipment piping connections, alignments, and other improvements needed to integrate the existing treatment process with the new anion

exchange system. Improvements may include recommendations for addition of a new cartridge filter, changes to pumping operations, piping modifications, relocation or replacement of bypass flow meter and control valve, and chemical feed improvements needed, if any, to operate the anion exchange system.

- e) Evaluate existing degasifier capacity and provide a recommendation of the improvements needed to direct all blended water flow through the degasifiers including chemical feed modifications and whether a third degasifier is required.
- f) Review Warren County lab testing data collected during operation of the existing system and quantify the PFAS removal efficiency of the current DuPont NF-90 membrane elements. Perform detailed membrane projections of higher rejection reverse osmosis (RO) membranes to replace the existing nanofiltration (NF) membranes as part of the project. Perform projections for membrane elements available from three membrane manufacturers and tabulate the anticipated driving pressure, salt rejection rate, and other relevant operational parameters. The following will be performed at a minimum:
 - a. Determine whether the existing membrane skids and current array can be used, or needs replaced or modified.
 - b. Determine whether the existing high pressure feed pumps can accommodate higher rejection membranes and pressures.
 - c. Provide recommendations for any improvements if the existing equipment is not suitable for higher rejection membranes, such as equipment replacement or addition of interstage boost pumping.
- g) Document the findings and recommendations of the evaluations provided within this task in a basis of design report. The report will supplement the General Plan developed in this task and provide a more comprehensive summary of the proposed design.
- h) Meet with Ohio EPA to present and discuss the overall project including goals, desired schedule, project regulatory requirements, and other specifics. A specific objective of the meeting is to establish whether or not pilot testing of anion exchange resins will be required for final approval.

3. Task 3: Pilot Study (As Authorized)

This task will be performed if the outcome of the Ohio EPA meeting described in Task 2 confirms a pilot study is required for final approval. Services and work to be performed under this task include the following:

- a) Develop and submit a Pilot Protocol for approval by the Ohio EPA. The Pilot Protocol will include the overall objectives of the pilot, a schematic diagram of the pilot configuration, a description of the operational guidelines and requirements, a sampling plan and sample matrix, another matrix for logging other relevant data, and a description of the means to finalize the full-scale design based on pilot data.
- b) Part 1: Rapid Small Scale Column Tests (RSSCTs) to select full-scale resin.
 - i. Solicit resin manufactures and identify up to four (4) anion exchange resins to include in the RSSCTs.

- ii. Conduct RSSCT with the selected resins. All RSSCT will be conducted in AECOM's laboratory facility in Austin, Texas. Water from the RRWTP will be collected and shipped by AECOM to the laboratory and is included in this scope. Raw water samples will be analyzed for baseline characterization.
 - iii. RSSCT will involve reduction of resin size by physical means to minimize short-channeling effects, pre-filtration of water to avoid damage to the columns, flow monitoring, discrete sampling of water quality parameters with benchtop meters, PFAS sampling, and operating the RSSCT until exhaustion and PFAS breakthrough. A large number of effluent samples will be collected during the RSSCTs with a select subset of samples submitted for analysis. Backup samples for PFAS analysis are stored in a refrigerator. Once the initial data on PFAS effluent concentrations are reviewed, additional effluent samples may be selected from the backup stock and sent for analysis to fill data gaps and refine the breakthrough curve. RSSCTs are typically run for 1 to 3 weeks, although this duration may change based on the observed breakthrough within the volume of water available to treat.
 - iv. Parameters assessed in the evaluation include the bed life or time to specified breakthrough, treatable bed volumes, specific throughput, sorbent usage rate, and development of a breakthrough curve and mass transfer zone including the time to 95% breakthrough, time to 5% breakthrough, and time to full breakthrough.
 - v. Develop a comparison matrix to assess resin bed life, bed volumes to breakthrough, and other parameters to evaluate and compare the efficacy of each tested resin. Based on these evaluations, determine the top performing ion exchange resin. The selected resin will advance to the next phase of testing (noted in Part 2 of piloting below).
 - vi. Prepare a brief technical memorandum summarizing the RSSCT results to be included in the final pilot report.
 - vii. Conduct a site visit with Warren County staff to AECOM's Austin, TX laboratory facility to observe and validate the RSSCT operation. The observation may occur during the actual testing of Renneker water or may be scheduled during RSSCT testing of another water source (depending on schedule and availability of those attending the site visit). The fee considers travel expenses for two (2) Warren County staff and one (1) AECOM Ohio staff for two (2) days.
- c) Part 2: Larger-Scale Piloting of Selected Resin
- i. Assemble anion exchange piloting equipment inside the RRWTP membrane building. Feed water will be supplied from the existing membrane feed header and anion exchange effluent will be sent to the permeate dump sump or sanitary sewer as determined by the Owner. AECOM will furnish all necessary vessels, piping, valves, flow indicators, and other equipment for a complete and operable system. It is assumed that two anion exchange vessels will be provided to simulate two empty bed contact times. All pilot equipment and appurtenances will become the property of the County following completion of the study.

- ii. AECOM will collect feed and effluent samples every 1-2 weeks for PFAS analysis. Similar to the RSSCT, most samples will be stored in a refrigerator for future analysis if needed and PFAS analysis will be performed every 6-8 weeks, with effluent analysis beginning at a point of no sooner than 50% of the observed bed volume breakthrough observed in the RSSCT.
- iii. Coordinate with the Owner for collection of SCADA and other plant operational data to ascertain how many hours per day the membrane system was operational, and which wells were operational. Accurate collection of this data is important for assessing the bed volumes to breakthrough and average feed water PFAS concentrations and loadings.
- iv. It is assumed that the County operational staff will have minimal involvement in the commissioning and operation of the pilot study. However, it is assumed that the County will have the ability to record observed flow and pressure several times a week, with readings taken from analog gauges, while the system is operational. AECOM will provide data log sheets with columns for inputting data.
- v. The vessels will run until the point of PFAS breakthrough, unless otherwise required by the Ohio EPA. Complete breakthrough may not occur prior to full-scale construction commencing and this portion of the pilot study is primarily to meet regulatory requirements and to ultimately estimate the resin-life of the full-scale system.

d) Part 3: Pilot Report

- i. Provide a Draft pilot report to include as part of the Ohio EPA approval process. It is not anticipated that the larger scale vessel will experience breakthrough prior to the submission of the Final report. Therefore, the Draft pilot report submitted to Ohio EPA will summarize the results of the RSSCT and will present up-to-date (at the time of submittal) findings of the larger scale testing.
- ii. Address any Ohio EPA comments received after review of the Draft pilot report and resubmit for contingent approval ahead of the final report.
- iii. A Final pilot report will be provided following breakthrough of the larger scale testing and decommissioning of the pilot.

4. Task 4: Equipment Procurement

Services and work to be performed under this task include the following:

- a) Using the findings and recommendation of the preliminary design (Task 2), finalize the specifics of the anion exchange equipment including sizes, support requirements, piping connections, instruments, and other ancillary features.
- b) Develop specifications and supporting documentation such as process and instrumentation diagrams or preliminary installation plans for the anion exchange equipment and ancillary components.
- c) Develop technical specifications relating to Owner procurement of equipment and needed for bidding of the equipment, including applicable Division 00 and Division 01 Sections.

- d) Advertise the bidding documents and send bidding documents to pre-selected equipment manufacturers.
- e) Answer questions received during the bidding period and issue any formal responses via addendum.
- f) Receive and evaluate final bids and assist the County with determining the selected manufacturer to proceed with procurement. The County will facilitate final procurement of the equipment including approval with the Board of Commissioners and executing the final purchase agreement.
- g) Provide submittal and shop drawing review of the procured equipment and respond to any RFIs during manufacturing of the equipment that are posed by the manufacturer.

5. Task 5: Detailed Design

Services and work to be performed under this task include the following:

- a) Using the findings and recommendation of the preliminary design (Task 2) and initial pilot testing (Task 3), develop detailed construction documents including plans and specifications for the proposed improvements.
- b) Submit 50% detailed design documents to the Owner for review and comment. The 50% deliverable will include detailed plans including General Sheets (cover, Index, general notes details), Process Sheets (plan and section views of process equipment and piping, flow diagrams, equipment schedules, process details), Structural Sheets if required (general notes and details, plans and sections and schedules), and Electrical / Instrumentation Sheets (notes and details, power and signal wiring plans, schedules, details). The specification deliverable will include a table of contents. Submittal will be in PDF format.
- c) Meet with the County to review the 50% deliverable and receive initial comments to be included in the final design. Formal comments received from the County will also be incorporated into the 90% design documents.
- d) Submit 90% detailed design documents to the Owner for review and comment. The 90% deliverable will be considered near-final and ready to bid pending any final comments received by the Owner prior to bidding. The 90% documents will generally advance the content of the 50% deliverable by providing additional details of the improvements, incorporating prior Owner comments, and other specifics needed for the biddable set of construction documents. Submittal will be in PDF format.
- e) Meet with the County to review the 90% deliverable and receive initial comments to be included in the final design. Formal comments received from the County will also be incorporated into the final design documents. The specification deliverable will include all specification sections.
- f) Produce final "Issued for Bidding" Plans and Specification Documents which will incorporate the Owner comments received during the 90% review phase. Submittal will be in PDF format.
- g) Task includes internal QA/QC reviews and subsequent documentation following standard AECOM quality guidelines of all formal submittals.

6. Task 6: Ohio EPA Permitting

Services and work to be performed under this task include the following:

- a) Submit project drawings, relevant specifications, Water Supply Data Sheet, General Plan, Draft Pilot Report, and other pertinent information to the Ohio EPA Division of Drinking and Groundwater to begin the approval process.
- b) It is assumed that an updated Corrosion Control Treatment Recommendation Form (CCTR) will be required with the project, as it involves a change in treatment. Tasks include gathering water quality information from the Owner for inclusion in the CCTR, completing the form, and related correspondence with Ohio EPA during the approval process. This will include coordination with Ohio EPA to consolidate Franklin Area, Richard Renneker and Socialville water systems. The study will also include an analysis to assess the compatibility of utilizing Greater Cincinnati Water Works as a wholesale water provider during peak or emergency conditions.
- c) Provide coordination with Ohio EPA during the approval process of plans and specifications, including an initial project review meeting and responses to formal review comments.
- d) The Owner is responsible for paying the Ohio EPA Drinking Water Permit application fee.

7. Task 7: Bidding

Services and work to be performed under this task include the following:

- a) Coordinate the public bid advertisement of the project with the County and facilitate the means to make construction documents available to Contractors bidding the project.
- b) Answer questions received from bidders during the bid process. Issue formal addenda as needed to address bidder questions.
- c) Attend the bid opening and collect copies of all bidding documents. Perform bid reviews including reference checks, correct completion of bid forms, price tabulations, etc.
- d) Issue a bid recommendation letter to the Owner.

8. Task 8: Services During Construction

Services and work to be performed under this task include the following:

- a) Provide the contractor with Issued for Construction Documents which incorporate any changes made via addendum during the bidding process.
- b) Conduct periodic site visits during construction which may include a construction kickoff meeting, general inspection of the equipment installation, assistance with startup and commissioning of the improvements, punch-list walkthrough meeting, and meetings to coordinate other topics as needed with the Contractor and Owner. Site visits are also included SCADA system programming.
- c) Modify the existing SCADA programming for functions specific to the new equipment. This work is expected to include modification of the plant overview screen, a new screen for the IX equipment, modifying the plant control programming related to PFAS removal, and

addition of new system alarms and trending abilities as they relate to the IX system and new instrumentation. The fee includes a VT SCADA license renewal.

- d) Review equipment shop drawings and provide comments and ultimate approval.
- e) Answer question during construction and issue engineering notifications or field orders as necessary to further resolve any questions.
- f) Provide the Owner with an electronic copy of As-Built Drawings following completion of construction project.

SCHEDULE

The anion exchange system must be operational prior to December 31, 2025. As such, it is critical that the project begin construction by the beginning of 2025 with the major equipment procurement commencing in late 2024. It is assumed the Notice to Proceed for design services will occur on or before February 27, 2024. The proposed schedule is as follows:

- **Task 1: Project Management and Meetings:** This task will span the duration of the project.
- **Task 2 Preliminary Design:** The General Plan will be submitted to Owner by March 4, 2024 for inclusion in the WSLRA funding application. The report will be finalized during detailed design as the project evolves and provided to the owner with a subsequent plan submission.
- **Task 3 Pilot Study:** The RSSCT pilot study will begin commencement in late March or April 2024 and the results for comparison are anticipated to be finalized by June of 2024. The larger scale column test using a selected resin will then be commissioned. The duration of the larger scale column test to reach breakthrough is unknown but is expected to last through bidding and into the construction phase.
- **Task 4 Equipment Procurement:** Equipment procurement bid advertisement will occur in the summer of 2024 and the Owner purchase order is expected to occur on or before August 30, 2024.
- **Task 5 Detailed Design:** 50% design documents will be submitted on or before June 28, 2024. 90% design documents will be submitted on or before September 27, 2024. Issued for bidding documents will be finalized on or before October 31, 2024.
- **Task 6 Ohio EPA Permitting:** The initial Ohio EPA submittal will occur following incorporation of Owner comments received on the 50% deliverable. This submission is anticipated to occur on or before July 1, 2024.
- **Task 7 Bidding:** The bidding period is proposed to commence the week of November 11, 2024, with the bid opening the week of December 9, 2024. The bid recommendation letter will be provided to the Owner no later than December 13, 2024.
- **Task 8 Services During Construction:** The system is expected to be operational prior to December 31, 2025. Final services, including As-Built Drawings, are expected to be completed within 60 days of final construction completion.

COMPENSATION

AECOM will perform the scope of services described in this attachment for the following Not To Exceed fee:

Task 1: Project Management and Meetings	\$79,300
Task 2: Preliminary Design	\$44,200
Task 3: Pilot Study (As Authorized)	\$251,400
Part 1: RSSCT	\$67,600
Part 2: Larger Scale Column Testing	\$183,800
Task 4: Equipment Procurement	\$28,500
Task 5: Detailed Design	\$205,500
Task 6: Ohio EPA Permitting	\$23,200
Task 7: Bidding	\$23,000
Task 8: Services During Construction	\$76,400
Total Contract Amount	\$732,500

Resolution

Number 24-0345

Adopted Date March 05, 2024

APPROVING THE PROMOTION OF JOSEPH BISHOP TO THE POSITION OF EMERGENCY COMMUNICATIONS SUPERVISOR WITHIN THE EMERGENCY SERVICES DEPARTMENT

WHEREAS, multiple candidates have been interviewed and the Director and Operations Manager have requested to promote Joseph Bishop to said position.

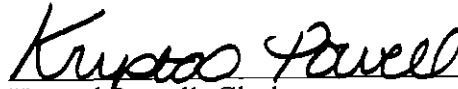
NOW THEREFORE BE IT RESOLVED, to approve the promotion of Joseph Bishop to the position of Emergency Communications Supervisor within the Emergency Services Department, classified, full-time, permanent, non-exempt, at a rate of \$33.01 per hour in accordance with the Emergency Services Operators/Supervisors Compensation Plan, effective March 20, 2024.

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Emergency Services (file)
J. Bishop's Personnel file
OMB -- Sue Spencer

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

Resolution

Number 24-0346

Adopted Date March 05, 2024

APPROVING THE PROMOTION OF JENNIFER KEY TO THE POSITION OF EMERGENCY COMMUNICATIONS SUPERVISOR WITHIN THE EMERGENCY SERVICES DEPARTMENT

WHEREAS, multiple candidates have been interviewed and the Director and Operations Manager have requested to promote Jennifer Key to said position.

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Jennifer Key to the position of Emergency Communications Supervisor within the Emergency Services Department, classified, full-time, permanent, non-exempt, at a rate of \$33.01 per hour in accordance with the Emergency Services Operators/Supervisors Compensation Plan, effective pay period beginning March 20, 2024.

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

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

Resolution adopted this 5th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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