

Resolution

Number 21-1528

Adopted Date November 09, 2021

APPROVE PERMANENT RECLASSIFICATION OF JOSH HISLE TO THE POSITION OF SUPERVISOR WITHIN WARREN COUNTY OHIOMEANSJOBS

WHEREAS, Mr. Hisle was temporarily reclassified to the position of Supervisor and the director has requested to permanently reclassify Mr. Hisle to the position of Supervisor; and

NOW THEREFORE BE IT RESOLVED, to permanently reclassify Josh Hisle to position of Supervisor, within Warren County OhioMeansJobs, non-exempt, pay range A, \$1,750.04 bi-weekly, effective pay period beginning November 6, 2021.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 21-1529

Adopted Date November 09, 2021

AUTHORIZE THE POSTING OF THE "WATER DISTRIBUTION WORKER I OR II" POSITION, WITHIN THE WATER AND SEWER DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for a "Water Distribution Worker I or II" position within the Water and Sewer Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Water Distribution Worker I or II" 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 November 9, 2021.

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

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

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Water/Sewer (File)
S. Spencer – OMB
T. Reier

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1530

Adopted Date November 09, 2021

ACCEPT RESIGNATION OF REBEKAH BRIGANO, ADMINISTRATIVE ASSISTANT, WITHIN THE WARREN COUNTY OFFICE OF ECONOMIC DEVELOPMENT, EFFECTIVE DECEMBER 30, 2021

BE IT RESOLVED, to accept the resignation of Rebekah Brigano, within the Warren County Office of Economic Development effective December 30, 2021.

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

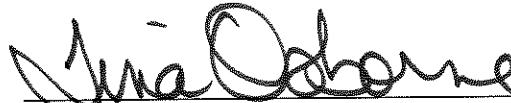
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Economic Development (file)
R. Brigano's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 21-1531

Adopted Date November 09, 2021

AUTHORIZE THE POSTING OF THE "ADMINISTRATIVE ASSISTANT" POSITION, WITHIN THE DEPARTMENT OF ECONOMIC DEVELOPMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists an opening for the "Administrative Assistant" position within the Department of Economic Development; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Administrative Assistant" 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 November 3, 2021.

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

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

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Economic Development (file)
OMB-Sue Spencer

Resolution

Number 21-1532

Adopted Date November 09, 2021

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,
NOVEMBER 11, 2021

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,
November 11, 2021.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor
Commissioners' file
Press

Resolution

Number 21-1533

Adopted Date November 09, 2021

ACKNOWLEDGE AND ACCEPT THE CHC WELLBEING STATEMENT OF WORK
RELATIVE TO THE ON-SITE BIOMETRICS AND HEALTH ASSESSMENT PROGRAM
FOR PLAN YEAR 2022

WHEREAS, pursuant to Resolution # 20-1713 Adopted 12/01/2020 , the Board of County
Commissioners engaged with CHC Wellbeing to offer annual on-site biometrics and health
assessments services to all insurance eligible employees and their spouses; and

WHEREAS, as an extension of this program, it is the Boards desire to also offer an on-site mid-
year recheck in addition to the annual program; and

NOW THEREFORE BE IT RESOLVED, to acknowledge and accept the Statement of Work
from CHC Wellbeing relative to the annual and mid-year biometric and health assessment
program for Plan Year 2022.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a—CHC Wellbeing
Horan & Associates
Tammy Whitaker, OMB
Benefits File

CHC Wellbeing Statement of Work

<u>Client Information</u>		<u>Billing Contact Information</u>	
Client Name	Warren County	Bill To	Warren County
Contact Name	Kim Berry	Billing Contact	Tammy Whitaker
Phone Number	513-695-1559	Phone Number	513-695-1324
email	kimberly.berry@co.warren.oh.us	email	Tammy.Whitaker@co.warren.oh.us
Address	406 Justice Drive	Address	406 Justice Drive
City, ST, Zip	Lebanon, Ohio 45036	City, ST, Zip	Lebanon, Ohio 45036
<u>Wellbeing Program Eligibility</u>			
Total Employees	800	Total Expected Participation	680
Total Eligible to Participate	1,000	Total Participation Last Year	680
Funding Type	Self Funded	Insurance Carrier	
<u>Program Information</u>			
Program Type	EDUCATE	Program Start Date	12/1/2021
Package Price	\$105.00	Program End Date	11/30/2022
Minimum Required per Event	25	Incentive Description	PTO
Under Minimum Fee	\$105.00	Qualifying Question	No
Under Minimum Payor	Company	HRA Option	Standard HRA
Under Minimum Notes		Job Notes	Base package includes 37-panel, TSH Females 40+ and A1c for all. Follow-up screenings to be held onsite at 1 location for 2 days between July 1-31, 2022 at \$75 per screening participant. Follow-up screening includes full 37-panel & reflex A1c.
Activity Tracker	Yes, w/o health data integration	Nutrition Tracker	Yes, w/o health data integration
Hydration Tracker	Yes	eLearning	No
Message Board	Yes	Mindfulness	Yes
		Sleep Tracker	Yes, w/o health data integration
		Financial Wellbeing	Yes
		Go Green	Yes
Travel Required	Yes	Bill Actual Travel	Yes
		Per Participant Travel Fee	\$0.00
Travel Fee Notes: \$4,000 Cap on Travel and Expense Cost for the annual screenings in January. \$2,500 Cap on Travel and Expense Cost for the recheck screenings in July.			
Remote	Yes	New Hire Remote	No
Remote End Date	5/31/2022	New Hire Remote End Date	10/31/2022
Physician Screening Form	Yes	Physician Screening Price	\$25.00
Physician Screening End Date	10/31/2021	Physician Screening Payor	Company
LIAE	No	LIAE Only	



Registration Deadline Date **LIAE Payer**
LIAE Kit Sent Fee NOTE: (1 Kit Per Participant included in fee)
LIAE Kit Resulted Fee CHC is not responsible for mailing to addresses entered by participant or through eligibility file.
CHC is not responsible for participant's improper collection of specimen that may result in partial results or the lab being unable to process participant's results.
Allow 2nd LIAE Kit **2nd LIAE Kit Fee** **2nd LIAE Kit Payer**

Notes							
	Mini Panel	PSA	TSH	Vit D	Testosterone	CRP	Cotinine
Test Included							
Test Price							

Additional Services			
Onsite HWW Measurements		Height	No
	\$	Weight	No
		Waist	No
Walking Program: No	Start Date		Price \$
	End Date		Billing Option
	Eligible Population		
Health Coaching: No	Health Coaching Type		
	Start Date		Price \$
	End Date		Billing Option
	Eligible Population		
Custom Rewards	Start Date		Price \$
	End Date		Billing Option
	Eligible Population		
Historical Data (Up to 3 previous years)	No	Biometric Data Import	No
	\$0.00	(Current Year)	\$0.00
Billing Notes:	Please send invoice to Tammy, Kim and Jeff. Please send one invoice in February upon completion of the January onsite screenings and any completed remotes through 1/31/22. Send a second invoice in June upon completion of the remote 5/31/22 deadline. Send third invoice after 7/31/22 follow-up deadline. Send a final invoice in November upon completion of the new hire remote screening deadline of 10/31/22.		

Location Name: 520 Justice

Location Information	Screening Information
Screening Contact: Kim Berry Phone Number: 513-695-1559 email: kimberly.berry@co.warren.oh.us Address: 520 Justice Drive City, State, Zip: Lebanon, OH 45036 Location Contact Name: Brian Sleeth Location Contact Phone: 513-635-8011 Location Expected Participation: 33 Location Previous Year Participation: 33 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00	Screening Start Date: Friday, 1/14/2022 Screening Time: 07:00 AM Eastern Screening Length: 5.0 hours Screening Room Location: EOC Room Arrival Time: 06:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No
<p>Screening Notes: If you are on interstate 71 take the Lebanon exit 48 North, this will wind around to your right, stay in the right lane and merge onto 48. Make a left turn on Cook Road, Turn right onto Justice drive.</p> <p>At the 4 way stop sign turn right, then turn left into the parking lot and than a quick right to the lower level. The building is on your left and in big bold letters you will see BOARD OF ELECTION.</p> <p>You can park in any designated parking area in front of the building. Melissa Bour (513-292-8071) and or Brian Sleeth, will let you into the building at 6:00 AM.</p> <p>Brian Sleeth, Director of BOE can be reached at 513-635-8011 (cell)</p> <p>Upon entering the building walk straight down the hall past the rest room and the EOC room is located on the right.</p> <p>The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee name and draw date on the form and give to the employee.</p>	

Location Name: 520 Justice

Location Information	Screening Information
Screening Contact: Kim Berry Phone Number: 513-695-1559 email: kimberly.berry@co.warren.oh.us Address: 520 Justice Drive City, State, Zip: Lebanon, OH 45036 Location Contact Name: Brian Sleeth Location Contact Phone: 513-635-8011 Location Expected Participation: 37	Screening Start Date: Tuesday, 1/18/2022 Screening Time: 07:00 AM Eastern Screening Length: 5.0 hours Screening Room Location: EOC Room Arrival Time: 06:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No



Location Previous Year Participation: 37 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00	Bilingual Forms Needed: No
<p>Screening Notes: If you are on interstate 71 take the Lebanon exit 48 North, this will wind around to your right, stay in the right lane and merge onto 48. Make a left turn on Cook Road, Turn right onto Justice drive.</p> <p>At the 4 way stop sign turn right, then turn left into the parking lot and than a quick right to the lower level. The building is on your left and in big bold letters you will see BOARD OF ELECTION.</p> <p>You can park in any designated parking area in front of the building. Melissa Bour (513-292-8071) and or Brian Sleeth, will let you into the building at 6:00 AM.</p> <p>Brian Sleeth, Director of BOE can be reached at 513-635-8011 (cell)</p> <p>Upon entering the building walk straight down the hall past the rest room and the EOC room is located on the right.</p> <p>The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee name and draw date on the form and give to the employee.</p>	

Location Name: Warren County - 416 East Street Building

Location Information	Screening Information
Screening Contact: Kim Berry Phone Number: 513-695-1559 email: kimberly.berry@co.warren.oh.us Address: 416 S. East Street City, State, Zip: Lebanon, OH 45036 Location Contact Name: Arlene Byrd Location Contact Phone: 513-205-8761 Location Expected Participation: 44 Location Previous Year Participation: 44 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00	Screening Start Date: Tuesday, 1/11/2022 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: 2nd Floor Conference Room 221B Arrival Time: 06:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No
<p>Screening Notes: The CHC staff can park in the back of the building at the employee entrance, (door on the right when you look at the back of the building) and someone will get them in the building.</p> <p>You can give them Arlene's cell number 513-205-8761. Desk phone number is 513-695-1422. James Ryan will be back up, his phone number is 513-695-1404. The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee name and draw date on the form and give to the employee.</p>	

Location Name: Warren County - 416 East Street Building

Location Information	Screening Information
Screening Contact: Kim Berry Phone Number: 513-695-1559 email: kimberly.berry@co.warren.oh.us Address: 416 S. East Street City, State, Zip: Lebanon, OH 45036 Location Contact Name: Arlene Byrd Location Contact Phone: 513-205-8761 Location Expected Participation: 28 Location Previous Year Participation: 28 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00	Screening Start Date: Friday, 1/21/2022 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: 2nd Floor Conference Room 221B Arrival Time: 06:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No
Screening Notes: The CHC staff can park in the back of the building at the employee entrance, (door on the right when you look at the back of the building) and someone will get them in the building. You can give them Arlene's cell number 513-205-8761. Desk phone number is 513-695-1422. James Ryan will be back up, his phone number is 513-695-1404. The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee name and draw date on the form and give to the employee.	

Location Name: Warren County - 520 Justice

Location Information	Screening Information
Screening Contact: Kim Berry Phone Number: 513-695-1559 email: kimberly.berry@co.warren.oh.us Address: 520 Justice Drive City, State, Zip: Lebanon, OH 45036 Location Contact Name: Brian Sleeth Location Contact Phone: 513-635-8011 Location Expected Participation: 59 Location Previous Year Participation: 59 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00	Screening Start Date: Tuesday, 1/11/2022 Screening Time: 07:00 AM Eastern Screening Length: 5.0 hours Screening Room Location: EOC Room Arrival Time: 06:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No



Screening Notes: If you are on Interstate 71 take the Lebanon exit 48 North, this will wind around to your right, stay in the right lane and merge onto 48. Make a left turn on Cook Road, Turn right onto Justice drive.

At the 4 way stop sign turn right, then turn left into the parking lot and than a quick right to the lower level. The building is on your left and in big bold letters you will see BOARD OF ELECTION.

You can park in any designated parking area in front of the building. Melissa Bour (513-292-8071) and or Brian Sleeth, will let you into the building at 6:00 AM.

Brian Sleeth, Director of BOE can be reached at 513-635-8011 (cell)

Upon entering the building walk straight down the hall past the rest room and the EOC room is located on the right.

The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee name and draw date on the form and give to the employee.

Location Name: Warren County - Administration Building

Location Information	Screening Information
Screening Contact: Kim Berry Phone Number: 513-695-1559 email: kimberly.berry@co.warren.oh.us Address: 406 Justice Drive City, State, Zip: Lebanon, OH 45036 Location Contact Name: Kim Berry Location Contact Phone: 513-695-1559 Location Expected Participation: 72 Location Previous Year Participation: 72 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00	Screening Start Date: Wednesday, 1/12/2022 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: Rooms 128 A&B Arrival Time: 06:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No

Screening Notes: Admin will be at 406 Justice Dr (building with all the flags in the front)Park in huge side parking lot, and enter through the front door. Will be met in lobby by Tammy (513-695-1324 or 513-846-4738) or Kim Berry (513-695-1559). Room location will be straight down the hallway past atrium in room 128 A&B on the left. The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee name and draw date on the form and give to the employee.

Location Name: Warren County - Administration Building

Location Information	Screening Information
Screening Contact: Kim Berry Phone Number: 513-695-1559 email: kimberly.berry@co.warren.oh.us Address: 406 Justice Drive City, State, Zip: Lebanon, OH 45036	Screening Start Date: Thursday, 1/13/2022 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: Rooms 128 A&B Arrival Time: 06:00 AM Eastern



Location Contact Name: Kim Berry Location Contact Phone: 513-695-1559 Location Expected Participation: 36 Location Previous Year Participation: 36 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00	Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No
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Screening Notes: Admin will be at 406 Justice Dr (building with all the flags in the front) Park in huge side parking lot, and enter through the front door. Will be met in lobby by Tammy (513-695-1324 or 513-846-4738) or Kim Berry (513-695-1559). Room location will be straight down the hallway past atrium in room 128 A&B on the left. The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee name and draw date on the form and give to the employee.

Location Name: Warren County - Administration Building

Location Information	Screening Information
Screening Contact: Kim Berry Phone Number: 513-695-1559 email: kimberly.berry@co.warren.oh.us Address: 406 Justice Drive City, State, Zip: Lebanon, OH 45036 Location Contact Name: Kim Berry Location Contact Phone: 513-695-1559 Location Expected Participation: 63 Location Previous Year Participation: 63 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00	Screening Start Date: Wednesday, 1/19/2022 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: Rooms 128 A&B Arrival Time: 06:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No

Screening Notes: Admin will be at 406 Justice Dr (building with all the flags in the front) Park in huge side parking lot, and enter through the front door. Will be met in lobby by Tammy (513-695-1324 or 513-846-4738) or Kim Berry (513-695-1559). Room location will be straight down the hallway past atrium in room 128 A&B on the left. The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee name and draw date on the form and give to the employee.

Location Name: Warren County - Administration Building

Location Information	Screening Information
Screening Contact: Kim Berry Phone Number: 513-695-1559 email: kimberly.berry@co.warren.oh.us Address: 406 Justice Drive	Screening Start Date: Friday, 1/21/2022 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: Rooms 128 A&B



City, State, Zip: Lebanon, OH 45036

Location Contact Name: Kim Berry

Location Contact Phone: 513-695-1559

Location Expected Participation: 52

Location Previous Year Participation: 52

Travel Required: Yes

Bill Actual Travel Costs: Yes

T&E Expenses Paid By: Company

Per Participant Travel Fee: \$0.00

Arrival Time: 06:00 AM Eastern

Flu Shots: No

Privacy Screens or Partitions: Yes

Bilingual Staff Needed: No

Bilingual Forms Needed: No

Screening Notes: Admin will be at 406 Justice Dr (building with all the flags in the front) Park in huge side parking lot, and enter through the front door. Will be met in lobby by Tammy (513-695-1324 or 513-846-4738) or Kim Berry (513-695-1559). Room location will be straight down the hallway past atrium in room 128 A&B on the left. The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee name and draw date on the form and give to the employee.

Location Name: Warren County - Engineer's Office

Location Information	Screening Information
<p>Screening Contact: Kim Berry</p> <p>Phone Number: 513-695-1559</p> <p>email: kimberly.berry@co.warren.oh.us</p> <p>Address: 105 Markey Road</p> <p>City, State, Zip: Lebanon, OH 45036</p> <p>Location Contact Name: Mary Sturgis</p> <p>Location Contact Phone: 513-695-3303</p> <p>Location Expected Participation: 40</p> <p>Location Previous Year Participation: 40</p> <p>Travel Required: Yes</p> <p>Bill Actual Travel Costs: Yes</p> <p>T&E Expenses Paid By: Company</p> <p>Per Participant Travel Fee: \$0.00</p>	<p>Screening Start Date: Friday, 1/21/2022</p> <p>Screening Time: 08:00 AM Eastern</p> <p>Screening Length: 4.0 hours</p> <p>Screening Room Location: Basement Conference Room</p> <p>Arrival Time: 07:00 AM Eastern</p> <p>Flu Shots: No</p> <p>Privacy Screens or Partitions: Yes</p> <p>Bilingual Staff Needed: No</p> <p>Bilingual Forms Needed: No</p>
<p>Screening Notes: Bobbi Apking plans to be at Markey Rd office at 7:00am to meet the CHC staff. As soon as you pull in the driveway, there is a parking lot on the left with a door right there that goes directly into the basement conference room. Bobbi will have it open for them. And Bobbi's cell phone number is 513-582-7744, if they need to call her. The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee name and draw date on the form and give to the employee.</p>	

Location Name: Warren County - Juvenile & Probate Court

Location Information	Screening Information
<p>Screening Contact: Kim Berry</p>	<p>Screening Start Date: Wednesday, 1/19/2022</p>



Phone Number: 513-695-1559
 email: kimberly.berry@co.warren.oh.us
 Address: 900 Memorial Drive
 City, State, Zip: Lebanon, OH 45036

Location Contact Name: Tony Miller
 Location Contact Phone: 513-695-2417
 Location Expected Participation: 29
 Location Previous Year Participation: 29

Travel Required: Yes
 Bill Actual Travel Costs: Yes
 T&E Expenses Paid By: Company
 Per Participant Travel Fee: \$0.00

Screening Time: 07:00 AM Eastern
 Screening Length: 4.5 hours
 Screening Room Location: Multi-Purpose Room
 Arrival Time: 06:00 AM Eastern

Flu Shots: No
 Privacy Screens or Partitions: Yes
 Bilingual Staff Needed: No
 Bilingual Forms Needed: No

Screening Notes: Park near the back of the building. Follow the signs for the Juvenile Detention Center

513-695-1392 Central Control
 This number will be manned 24/7

Once you enter the Detention Center staff will guide you to the testing site (gymnasium)

Kevin Kincer is back-up and his cell number is 513-335-3607. The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee name and draw date on the form and give to the employee.

Location Name: Warren County - Juvenile & Probate Court

Location Information	Screening Information
Screening Contact: Kim Berry Phone Number: 513-695-1559 email: kimberly.berry@co.warren.oh.us Address: 900 Memorial Drive City, State, Zip: Lebanon, OH 45036 Location Contact Name: Tony Miller Location Contact Phone: 513-695-2417 Location Expected Participation: 27 Location Previous Year Participation: 27 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00	Screening Start Date: Thursday, 1/20/2022 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: Multi-Purpose Room Arrival Time: 06:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No



Screening Notes: Park near the back of the building. Follow the signs for the Juvenile Detention Center

513-695-1392 Central Control
This number will be manned 24/7

Once you enter the Detention Center staff will guide you to the testing site (gymnasium)

Kevin Kincer is back-up and his cell number is 513-335-3607. The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee name and draw date on the form and give to the employee.

Location Name: Warren County - Sheriff's Office

Location Information	Screening Information
Screening Contact: Kim Berry Phone Number: 513-695-1559 email: kimberly.berry@co.warren.oh.us Address: 822 Memorial Drive City, State, Zip: Lebanon, OH 45036 Location Contact Name: Lavina Hayes Location Contact Phone: 513-695-1607 Location Expected Participation: 53 Location Previous Year Participation: 53 Travel Required: Yes Bill Actual Travel Costs: Yes T&E Expenses Paid By: Company Per Participant Travel Fee: \$0.00	Screening Start Date: Wednesday, 1/12/2022 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: Front Training Room Arrival Time: 06:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No
Screening Notes: Lavina's Cell Phone Number is 513-519-6377. Park in front lot by flag pole. Enter in the new jail building. The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee name and draw date on the form and give to the employee.	

Location Name: Warren County - Sheriff's Office

Location Information	Screening Information
Screening Contact: Kim Berry Phone Number: 513-695-1559 email: kimberly.berry@co.warren.oh.us Address: 822 Memorial Drive City, State, Zip: Lebanon, OH 45036 Location Contact Name: Lavina Hayes Location Contact Phone: 513-695-1607 Location Expected Participation: 64 Location Previous Year Participation: 64	Screening Start Date: Tuesday, 1/18/2022 Screening Time: 07:00 AM Eastern Screening Length: 4.5 hours Screening Room Location: Front Training Room Arrival Time: 06:00 AM Eastern Flu Shots: No Privacy Screens or Partitions: Yes Bilingual Staff Needed: No Bilingual Forms Needed: No

Travel Required: Yes
Bill Actual Travel Costs: Yes
T&E Expenses Paid By: Company
Per Participant Travel Fee: \$0.00

Screening Notes: Lavina's Cell Phone Number is 513-519-6377. Park in front lot by flag pole. Enter in the new jail building. The phlebotomists will be given a stack of certificates from the Warren County contact to distribute to the member once they had their blood drawn. The phlebotomists will need to write the employee name and draw date on the form and give to the employee.

HEALTH & WELLNESS PRICING																	
Participant Group 1		Participants: Benefit Eligible Employee Spouse of Benefit Eligible Employee															
Included																	
Tests	Health & Wellness	H & W - Reflex A1C	TSH	PSA	Nicotine	Reflex Nicotine	Hemoglobin A1C	Cardio C	Homocysteine	Blood Type	Vitamin D	Testosterone	B12 Folate	H Pylori	Gluten Allergy	MMR	Antibody (IgG)
Client Paid	\$105		\$0				\$0										
Insurance Paid (PPO - Included)																	
Insurance Paid (PPO - By Request)																	
Participant Paid				\$39				\$39	\$54	\$25	\$40	\$42	\$42	\$41	\$29	\$99	\$105
Tests Not Available					✓	✓											
Payor: Company Co-pay Amount: \$0.00 Co-pay Payor: N/A			Price: \$105.00 Company Surcharge: \$0.00 Solution Type: EDUCATE					Take Insurance (Y/N): No PSA Age Cutoff:									
Notes: All employees and those spouses that are eligible to be on the company health plan are eligible for the screenings. CHC will bill Warren County \$105 per screening per participant which includes TSH, Females 40+ and A1c for all. Additional tests participant paid. Follow up screenings will be billed at \$75 per screening participant for the 37 panel and reflex A1c test.																	

HRA Questions / Responses	
Questions	Responses

CANCELLATION POLICY: Please note that a cancellation fee will apply for events cancelled with less than two weeks' notice. The fee is \$500 plus non-refundable travel costs incurred.

If you have elected insurance as the payment method and insurance does not cover the claims, CHC will invoice you for services rendered.

Invoices that are 45 days past due are subject to penalty of 1.5% of the total invoice amount.

CHC will invoice the client for the services rendered on a monthly basis.


Payment Terms: Due on Receipt

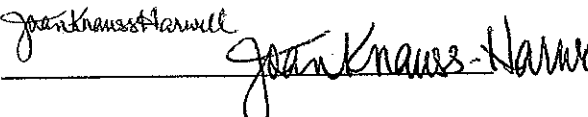
This document is confidential and contains proprietary information. No part of this document may be photocopied, reproduced by any means, stored in a retrieval system, transmitted in any form or by any means, or translated into another language. The parties shall make no public disclosure of the information contemplated herein, except as required by law, and shall treat all such information concerning the other party as confidential, and shall preserve the confidentiality thereof.

I have reviewed and I agree to the terms, minimums and fees reflected in this document.

Client Name: Warren County

CHC Wellbeing, Inc.

By: 
Client Signature

By: 

Name: David G. Yang
Printed Name

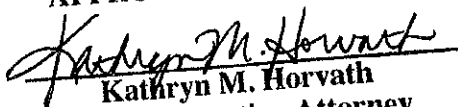
Name: Joan Knauss-Harwell

Title: President
Title

Title: Managing Director

Date: 11-9-21

Date: 9/27/21

APPROVED AS TO FORM

Kathryn M. Horvath
 Asst. Prosecuting Attorney

Resolution

Number 21-1534

Adopted Date November 09, 2021

ACCEPT RENEWAL VERIFICATION BY UNITED HEALTHCARE FOR PLAN YEAR
EFFECTIVE JANUARY 1, 2022

WHEREAS, the Board of Commissioners utilize United Healthcare as the Third-Party Administrator of the medical health insurance plan; and

WHEREAS, it is the intent of the Board to authorize the Renewal Verification for Plan Year effective January 1, 2022 , which indicates a decrease in the monthly per employee administration fee, an increase to the wellness budget, an increase to the performance guarantee for service, and the addition of coverage for Latrogenic Infertility; and

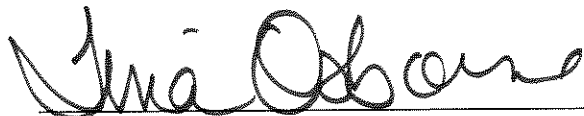
NOW THEREFORE BE IT RESOLVED, to authorize the Renewal Verification with United Healthcare for Plan Year effective January 1, 2022; Renewal Verification attached hereto and made a part hereof.

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

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

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a—United Healthcare
Horan & Associates
Tammy Whitaker, OMB
Benefits File



2022 Renewal Verification

Email/Return to: UnitedHealthcare of Ohio, Inc.
Attn: Trista Owens
Email: Trista_owens@uhc.com
Phone: 513-619-3736

From: Warren County Board of Commissioners

[Signature]

(Signature/Title)
David G. Young

(Printed)

APPROVED AS TO FORM
[Signature]

Kathryn M. Horvath
Asst. Prosecuting Attorney

After review of UHC's ASO renewal proposal we elect to renew our medical coverage with UHC effective January 1, 2022.

Plan Changes

- Warren County would like to add coverage for Iatrogenic Infertility effective 1/1/22

Please review for verification purposes:

Monthly Administrative Fee:	2022: \$48.06
	2023: \$48.06
	2024: \$49.51

\$45,000 Wellness budget included with the 2022, 2023 and 2024 renewals.

Performance Guarantees are included with the renewal putting \$50,000 of admin fees at risk for 2022, 2023 and 2024

PLEASE COMPLETE:

How many eligible full time employees do you currently have? 999

Please confirm employer contribution percentages applicable to your group's UHC benefit elections:
100% Base Plan 85/15% ER/EE Buy-Up Plan

Open enrollment will be held beginning: Nov 8 2021 through Nov 19, 2021

RECEIVED UH

NOV 21 2021

Resolution

Number 21-1535

Adopted Date November 09, 2021

APPROVE REQUEST FOR 1.5 MILL REDUCTION IN THE LEVY COLLECTED FOR THE WARREN COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

WHEREAS, pursuant to Resolution #17-1130 adopted July 18, 2017, this Board, in conjunction with the Request of the Board of Developmental Disabilities and the concurrence of the County Auditor, approved a 1.5 mil reduction in the levy collected for the Warren County Board of Developmental Disabilities; and

WHEREAS, it is the desire of all parties to continue said reduction until such time as this Board adopts a resolution to reinstate said 1.5 mills for collection; and

NOW THEREFORE BE IT RESOLVED, that the current four (4) mills being levied for the Warren County Developmental Disabilities Program be reduced to two and a half (2.5) mills; and

BE IT FURTHER RESOLVED, that the 1.5 mill reduction will remain in effect until such time as this Board adopted a resolution to reinstate the collection.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor (certified)
Budget file
T. Zindel
Developmental Disabilities (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1536

Adopted Date November 09, 2021

APPROVE AGREEMENT REGARDING CONTACT WITH LEADS/NCIC CRIMINAL JUSTICE INFORMATION WITH THE WARREN COUNTY SHERIFF'S OFFICE ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF FACILITIES MANAGEMENT

BE IT RESOLVED, to approve an agreement with the Warren County Sheriff's Office, on behalf of the Warren County Department of Facilities Management relative to employees of the Warren County Department of Facilities Management who do not need access to criminal justice information but have unescorted access to the physically secure locations at the Sheriff's Office and may come into contact with criminal justice information. 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. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Warren County Sheriff's Office
Facilities Management (file)
Sheriff (file)

MANAGEMENT CONTROL AGREEMENT

Between Warren County Sheriff's Office And Warren County Board of Commissioners on behalf of Warren County Department of Facilities Management

This Agreement is entered into the last date signed below between the Warren County Sheriff's Office and the Warren County Board of Commissioners on behalf of the Warren County Department of Facilities Management.

Whereas, the Warren County Sheriff's Office, a criminal justice agency as designated by the State of Ohio LEADS, is the Terminal Agency that qualifies for an originating agency identifier. This agreement is prepared to comply with the LEADS / NCIC requirements for employees of the Warren County Department of Facilities Management who do not need to access to criminal justice information (hereinafter "CJI") but have unescorted access to the physically secure locations at the Sheriff's Office and may come into contact with CJI.

Whereas, the Warren County Sheriff's Office as the Terminal Agency has the authority to set and enforce management control.

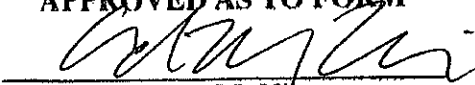
Management control is defined by LEADS Administrative Rule 4501:2-10-01(EE) as having the authority to set and enforce:

- (1) Priorities;
- (2) Standards for selection, supervision, termination, of personnel; and
- (3) Policy governing the operation of computer circuits, and telecommunications terminals used to access LEADS.

To satisfy the requirements of LEADS / NCIC, the Warren County Department of Facilities Management agrees to the following:

- 1. When Warren County Facilities Management personnel access, use, disseminate, or come in contact with LEADS / NCIC information, they will fall under the scope of LEADS / NCIC rules and regulations, Warren County Sheriff's Office rules, regulations, and procedures.
- 2. **The Warren County Sheriff** or his designee shall have the authority to set rules, regulations, and procedures to ensure that the **Warren County Sheriff's Office** is, and remains, in compliance with LEADS / NCIC requirements.
- 3. The **Warren County Sheriff** or his designee shall have the authority to investigate violations of any rules and regulations, as they pertain to LEADS / NCIC, and determine the necessary action needed to correct any violations should any be found.
- 4. The **Warren County Department of Facilities Management** shall abide by any decision made by the Director or designee as it may pertain to LEADS / NCIC functions.

AGENCY NAME Warren County Sheriff's Office	AGENCY NAME Warren County Board of Commissioners
AGENCY ADMINISTRATOR NAME & TITLE (PRINTED) <i>Larry L Sims, Sheriff</i>	AGENCY ADMINISTRATOR NAME & TITLE <i>David G. Young, President</i>
SIGNATURE X <i>[Signature]</i>	SIGNATURE X <i>[Signature]</i>
DATE 11-1-2021	DATE <i>11-9-21</i> Resolution Number:

APPROVED AS TO FORM

Adam M. Nite
Asst. Prosecuting Attorney

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1537

Adopted Date November 09, 2021

APPROVE ADDENDUM TO THE CONTRACT FOR POLICE PROTECTION WITH THE BOARD OF TOWNSHIP TRUSTEES OF DEERFIELD TOWNSHIP, ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE.

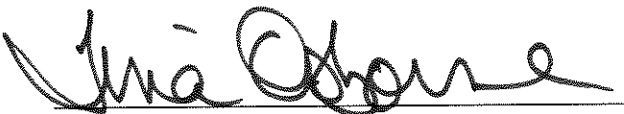
BE IT RESOLVED, to approve addendum to the contract for Police Protection with the Board of Township Trustees of Deerfield Township, on behalf of the Warren County Sheriff's Office as attached hereto and made a part hereof.

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

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

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Deerfield Township
Sheriff (file)
Deerfield Township (file)

ATTACHMENT A

2022 PAYROLL ADDENUM

Police protection contract between the Sheriff of Warren County, Ohio and the Deerfield Township, Warren County, Ohio.

In conjunction with the terms and conditions of the above referenced contract relative to the number of and the compensation for the services of Deputy Sheriff, and the following schedule of payments, shall be implemented commencing as of January 1, 2022 and continuing through 12:00 midnight on December 31, 2022.

2022 Deerfield Contract Enforcement Budget

<i>Name</i>	<i>Position</i>	<i>Date</i>	<i>Insurance</i>	<i>Salary</i>
Post Commander Lt. Snelling	Lieutenant	1/2/2002	W	\$103,812.80
Sergeant Simpson	Sergeant	6/1/2005	F	\$89,356.80
Sergeant Bishop	Sergeant	4/30/2001	C	\$90,500.80
Sergeant Calto	Sergeant	7/27/2013 10L	W	\$89,356.80
Sergeant Naumovski	Sergeant	1/18/2005	F	\$89,356.80
Sergeant Smith J.	Sergeant	5/7/2001	F	\$90,500.80
Deputy Lansdell	Deputy	10/13/18 17L	S	\$77,168.00
Deputy Coleman	Deputy	11/13/2012	F	\$77,792.00
Deputy Wong	Deputy	5/13/2002 1999L	F	\$78,936.00
Deputy Green	Deputy	3/9/2010	W	\$77,792.00
Deputy Gantz	Deputy	8/20/2016 2012L	S	\$77,792.00
Deputy Hambrick	Deputy	8/6/2012	S	\$77,792.00
Deputy Palmer	Deputy	5/24/2016 2014L	S	\$77,168.00
Deputy Barnes	Deputy	1/6/1998	F	\$78,936.00
Deputy Williams	Deputy	11/20/1998	F	\$78,936.00
Deputy Maines	Deputy	5/4/2013 2010L	F	\$77,792.00
Deputy Mann	Deputy	3/22/2001	F	\$78,936.00
Deputy Whaley	Deputy	7/24/2009	W	\$77,792.00
Deputy Sheppard	Deputy	6/2/2012 2010L	S	\$77,792.00
Deputy Bens	Deputy	3/21/2015 2012L	F	\$77,792.00
Deputy Vaught	Deputy	8/5/2014	W	\$77,168.00
Deputy Wagner	Deputy	6/6/2017	S	\$77,168.00
Deputy Hale	Deputy	4/16/2013	F	\$77,168.00
Deputy Tuck	K9	5/19/2015	F	\$82,955.60
Deputy Barker	Deputy	4/11/2011	F	\$77,792.00

DARE Dep K. Barnes	Dare Dep	1/30/2012 2008L	S	\$77,792.00
Detective Behymer	Detective	6/14/2005	C	\$80,932.80
Detective Wyatt	Detective	10/23/2000	F	\$82,076.80
Detective Niffenegger	Detective	5/18/1998	F	\$82,076.80
Comp Time Payout				\$20,000.00
				\$2,380,430.80

66302251

Updated: 8/13/2021

Salaries (102)				\$2,380,430.80
Overtime (114)				\$312,000.00
PERS (811)	18.10%	\$2,692,430.80		\$487,329.97
Benefits (820)				\$297,440.88
Single / Base	7	\$496.96	\$41,744.64	
Family / Base	15	\$1,312.72	\$236,289.60	
Couple / Base	2	\$656.36	\$15,752.64	
Waive	5	\$0.00	\$0.00	
Life Insurance	20	\$10.50	\$3,654.00	
Worker's Comp (830)	2%	\$2,692,430.80		\$53,848.62
Medicare (871)	1.45%	\$2,692,430.80		\$39,040.25
Total (Deerfield Enforcement)				\$3,570,090.52

2022 ADDENDUM FOR PAYROLL

EXPENSES:

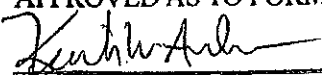
These totals may fluctuate with changes of personnel and be documented in the biweekly payroll record.

COST GRAND TOTAL	\$ 3,570,090.52
FIRST QUARTER INVOICE	\$ 892,522.63
SECOND QUARTER INVOICE	\$ 892,522.63
THIRD QUARTER INVOICE	\$ 892,522.63
FORTH QUARTER INVOICE	\$ 892,522.63

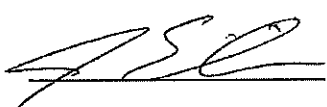
All other conditions and terms shall remain in effect.

In witness whereof, the parties have hereunto set their hands on this 5TH day of OCTOBER, 2021, at DEERFIELD TOWNSHIP, Ohio.

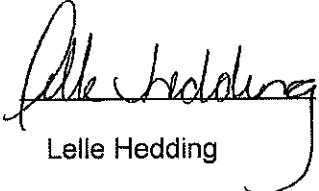
Sheriff Larry L. Sims

APPROVED AS TO FORM

Keith W. Anderson
Asst. Prosecuting Attorney

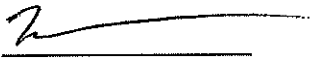




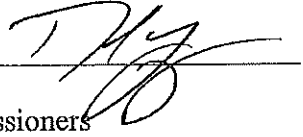
Jim Siciliano



Lelle Hedding



Kristin Malhotra



President
Warren County Commissioners

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1538

Adopted Date November 09, 2021

APPROVE AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN CERTIFICATE OF SUBSTANTIAL COMPLETION RELATIVE TO THE WARREN COUNTY JAIL AND SHERIFF'S ADMINISTRATION OFFICE PROJECT

BE IT RESOLVED, to approve and authorize the County Administrator to sign the Certificate of Substantial Completion relative to the Warren County Jail and Sheriff's Administration Office Project; said certificate as attached hereto and made a part hereof.

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

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

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: C/A—Grainger Construction Co.
C/A—Wachtel & McAnally Architects
Project file
Trevor Hearn
Tiffany Zindel
Sheriff (file)

AIA® Document G704™ – 2017

Certificate of Substantial Completion

PROJECT: Warren County Jail and Sheriff's Administration Office 550 Justice Dr., Lebanon, Ohio 45036	CONTRACT INFORMATION: Contract For: Date:	CERTIFICATE INFORMATION: Certificate Number: Date:
OWNER: Warren Co. Board of Commissioners 406 Justice Dr. Lebanon, Ohio 45036	ARCHITECT: Wachtel & McAnally Architects/ Planners 35 S Park Pl Newark, Ohio 43055	CONTRACTOR: Granger Construction Co. 6267 N Aurelius Rd Lansing, MI 48911

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)

Wachtel & McAnally Architects ARCHITECT (Firm Name)	 SIGNATURE	Kent L. Staker Architect PRINTED NAME AND TITLE	October 8, 2021 DATE OF SUBSTANTIAL COMPLETION
--	--	--	---

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)

Please see Punch List and Commissioning logs attached.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within
() days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Granger Construction Co. CONTRACTOR (Firm Name)	 SIGNATURE	Jason Woehle Regional Director PRINTED NAME AND TITLE	11/05/2021 DATE
Warren Co. Bd. of Commissioners OWNER (Firm Name)	 SIGNATURE	Gregory Zudd PRINTED NAME AND TITLE	11-9-2021 DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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PRATER ENGINEERING ASSOCIATES

6130 Wilcox Road
Dublin, Ohio 43016
Phone: (614) 766-4896 Fax: (614) 766-2354

Commissioning Issue Log - (9/22/2021) Revised 10/21/21

Warren County Jail & Sheriff's Administration Office, 822 Memorial Drive, Lebanon Ohio

No.	Status	Date Identified	Equipment / System	Description	Resolution	Action Required By	Date Resolved	Date Back-checked
1	Closed	09/22/21	All AHU's	Air Flow measuring stations not installed in Outside Air duct	Schneider installed and calibrated with TAB contractor.	Schneider	NA	09/29/21
2	Open	09/22/21	AHU-4	Duct insulation inside the unit on the supply and return needs nosed with metal pieces or sealed with duct sealant on leading edge of insulation.	Triton cannot get to this. Please close this.	Triton		
3	Closed	09/22/21	AHU-6	Air leakage around supply air at floor.	Area around supply discharge has been sealed.	Triton	NA	10/06/21
4	Pending	09/22/21	AHU-4	Air leakage around return air at floor.	Area around return discharge has been sealed.	Triton	11/04/21	Done
5	Pending	09/22/21	AHU-1, 2, 3, 4, 5 & 6	Seal around floor of all units for air leakage.	Complete caulking around AHU's bases	Triton	11/04/21	Done
6	Open	09/23/21	VAV-B-9 & B-10	VAV Boxes are 10" inlet size and need changed to 12" boxes per bulletin.	This is meeting the proper CFM. Please remove	Triton		
7	Pending	09/23/21	AHU-4	Unit has temporary blue filters installed		Triton	10/20/21	
8	Open	09/22/21	All AHU's	Duct insulation inside the unit on the supply and return needs nosed with metal pieces or sealed with duct sealant on leading edge of insulation.	Triton cannot get to this. Please close this	Triton		
9	Closed	09/29/21	Boiler #1	commanded boiler on but unit is off and unable to get into display. Cycled power but still the same and pump #7 is running but should be off.	Triton had boiler pop out and fixed display.	Triton	NA	10/13/21
10	Open	10/07/21	Chillers #1 & 2	plpgh heat trace not operational.		Lake Erie Electric		
11	Open	10/07/21	Chillers #1 & 2	when staging from one chiller to two chillers the second chiller takes way to long before it comes online.		Triton		
12	Pending	10/07/21	EF-B2	fan does not run, very noisy.	Fixed no noise.	Triton	10/22/21	
13	Pending	10/07/21	EF-E7	control damper not wired	this is a Lake Erie issue however I believe Cody said they completed it	Schneider	10/22/21	
14	Pending	10/13/21	Smoke Control System	Siemens has not installed BACNET card, system has not been verified.	BACNET was installed by Siemens.	Siemens		
15	Pending	10/13/21	Boiler #1	Display now works but boiler is in LOCKOUT, flame fail	On 10/19/21 the ignition failures on boiler 2. We forced both boilers to come on. First boiler 1 to 100% and then boiler 2. When boiler 2 tried to fire the gas pressure drppped from 11" w.c. to 7" w.c. and the first two attempts it went into ignition flame failure. Every attempt I made when just firing boiler by itself it lit off every time but the gas pressure did only dripped about 2" w.c. Then once again we attempted firing both boilers and were able to get both to come on and run 100% the next several times but the gas pressure did not drop as much on those attempts. It was recommended to have the incoming gas pressure to the regulator verified if it is high enough to require the separate regulators.	Triton		
16	Pending	10/13/21	Chilled water system	Glycol has not been installed	Glycol installed	Triton		
17	Open	10/13/21	RTU-M1	does not communicate to BAS	Bad BAS card, reorded new one and will install.	Triton		
18	Pending	10/13/21	Chillers #1 & 2	Controls conduit needs supported on top of roof.	Complete according to Schneider.	Schneider	10/22/21	
19	Pending	10/13/21	EF-M-2 & M-3	Air Flow stations on roof not installed.	Control box's are mounted and and pressure tubs installed to unit.	Triton		
20	Closed	10/13/21	EF-C-2 & EF-A-6	Lighting cable mounted over exhaust dome cover and now there is no access to motor.	Lightening protection can be removed.	Lake Erie Electric		
21	Pending	10/13/21	EF-C-2	fan will not run at full speed, possible bad belt.	Fixed change the pully and the belt.	Triton		
22	Pending	10/13/21	EF-A-4	not installed properly to roof curb	Fixed according to Triton. Added screws to fan to secure properly.	Triton		
23	Open	10/14/21	Area B Smoke Control Fans	Fan Covers have been damaged, it looks like they have been stepped on and masonry is down inside of fans.		Granger		
24	Pending	10/14/21	Boiler #1 & #2	boiler intakes missing stainless screens	Triton discussed caps on screens are normally not allowed cause they freeze	Triton		

25	Open	10/14/21	Domestic Hot Water Heaters	missing stainless intake screens		Queen City Mechanical		
26	Open	10/14/21	All Smoke Control Dampers for Area A, B, & C Mechanical Rooms	Dampers appear to be the wrong size. For example VAV A-15 has a damper has inside dimension frame that is actually 9.75" x 9.75" and should've of been 12"x12". This is typical for all smoke control dampers.	which dampers????	Triton		
27	Open	10/14/21	All VAV Boxes with 2-way valves	Auto Flow control valves that were installed in VAV boxes with 2-way valve will need replaced with manual control valves per the plans and spec. due to they will not work from 60% and down cause they lose pressure and go closed. The 3-ways are ok cause they always have water pressure and the two position valves for unit heaters are ok for the same reason, they are open or close and always have pressure when their open.	Triton should receive the valves next week, we would need a week to install. Balancer will be schedule (estimate) the week of the 22nd.	Triton		
28	Open	10/14/21	Hot Water System for AHU's and VAV's	with all valves open the system pressure is 20 PSI and with valves released and in control the pressure drops down to 12 psi.		Triton		
29	Pending	10/14/21	TAB Report	Waiting for a complete Balance report to review.	Received TAB report on 10/20/21 and will review and comment.	Triton	10/20/21	
30	Open	10/20/21	CUH-A-1, CUH-B-1, CUH-B-2, CUH-C-1, CUH-C-2 & CUH-F-1	Hot Water control valves for all units not wired so hot water always flows.		Triton		
31	Pending	10/20/21	Command POD C9-01 Restroom	No hot water out of sink.	Should have hot water now. Was due to sinks not being used.	Plumber		
32	Pending	10/20/21	Command POD A9-02 Restroom	No hot water out of sink.	Should have hot water now. Was due to sinks not being used.	Plumber		
33	Open	10/21/21	VAV-C-12	Supply ISO damper actuator defective	Schedule with lake erie	Triton		
34	Open	10/21/21	EF-C-11	motor sheave coming apart and fan does not run.	Schedule with lake erie	Triton		
35	Open	10/21/21	VAV-B-10	Supply ISO damper actuator mounted backwards	Schedule with lake erie	Triton		
36	Open	10/21/21	Smoke Zone A-5, GIV-A-5	Actuator does not move.	Schedule with lake erie	Triton		
37	Open	10/21/21	Smoke Zone B-6, GIV-B-3	Actuator does not move.	Schedule with lake erie	Triton		
38	Open	10/21/21	Smoke Zone C-5, GIV-C-5B	Actuator does not move.	Schedule with lake erie	Triton		
39	Closed	10/21/21	Smoke Zone B-3, GIV-B-6B	Actuator does not move.	Granger found not wired and Lake Erie wired.	Triton	10/21/21	10/24/21
40	Open	10/21/21	Smoke Zone B-4, GIV-B-5C	Quick actuation, needs verified to see if damper is binding up.		Triton		
41	Open	10/21/21	GRV-E-1	missing damper and actuator completely	damper installed inside the hood on the roof need to be wired	Lake Erie Electric		
42	Open	10/21/21	Both Boilers B-1 & B-2	Local Boiler Rep. was on site earlier in the week for boiler B-2 and found possible low gas pressure. Need to verify main bldg. gas pressure.		Plumber		
43	Open	11/4/21	AHU-4	Bottom coil is cold appears possibly no flow. Top coil has flow and is hot		Triton		
44	Open	11/4/21	AHU-1	Discharge set point is 55 degrees. Actual discharge is 105 degrees. Reheat coil control output is at 100%. Per phone conversation with scheinder Prater overwrote output to 20%	Reprogrammed	Schneider	11/4/21	

PlanGrid Task Report - Nov 5, 2021

Prepared by Jeffrey Wegrzynowski

Nov 5, 2021

Description

93 tasks in this report.

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#5233 Pauly Jail

Status

Open

Assignees

colin@paulyjail.com
bmeyers@paulyjail.com

Sheet

A143PL

Type

Issue

Watchers

colin@paulyjail.com
bmeyers@paulyjail.com

List

Area A Contractor Punch List

Created

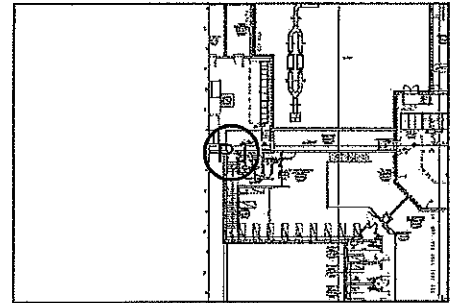
Nov 5, 2021 10:31 AM
krosinski@grangerconstructi
on.com

Description

Missing covers to closer
adjustment

Last Updated

Nov 5, 2021 10:31 AM



#5232 Pauly Jail

Status

Open

Assignees

colin@paulyjail.com
bmeyers@paulyjail.com

Sheet

A108PL

Type

Issue

Watchers

colin@paulyjail.com
bmeyers@paulyjail.com

List

Area A Contractor Punch List

Created

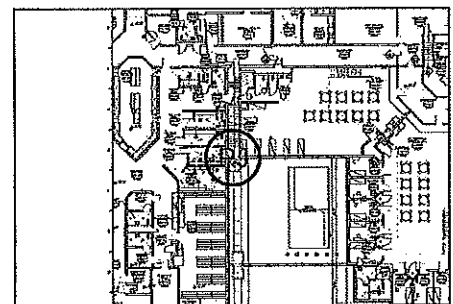
Nov 5, 2021 10:29 AM
krosinski@grangerconstructi
on.com

Description

Missing weatherstripping

Last Updated

Nov 5, 2021 10:30 AM



#5231 Pauly Jail

Status

Open

Assignees

colin@paulyjail.com
bmeyers@paulyjail.com

Sheet

A143PL

Type

Issue

Watchers

colin@paulyjail.com
bmeyers@paulyjail.com

List

Area A Contractor Punch List

Created

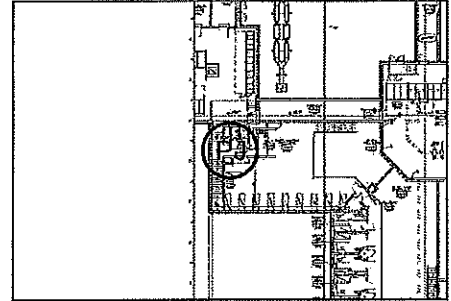
Nov 5, 2021 10:28 AM
krosinski@grangerconstructi
on.com

Description

Missing covers to closer
adjustment

Last Updated

Nov 5, 2021 10:31 AM



#5230 Pauly Jail

Status

Open

Assignees

bmeyers@paulyjail.com
colin@paulyjail.com

Sheet

A105PL

Type

Issue

Watchers

bmeyers@paulyjail.com
colin@paulyjail.com

List

Area M Contractor Punch
List

Created

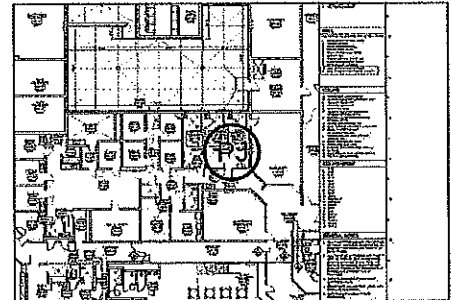
Nov 5, 2021 10:20 AM
krosinski@grangerconstructi
on.com

Description

Missing gasketing

Last Updated

Nov 5, 2021 10:20 AM



#5229 Pauly Jail

Status

Open

Assignees

colin@paulyjail.com
bmeyers@paulyjail.com

Sheet

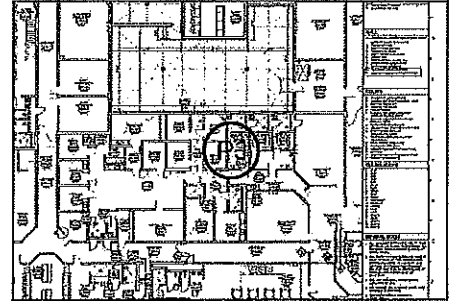
A105PL

Type

Issue

Watchers

colin@paulyjail.com
bmeyers@paulyjail.com



List

Area M Contractor Punch
List

Created

Nov 5, 2021 10:20 AM
krosinski@grangerconstructi
on.com

Description

Missing gasketing

Last Updated

Nov 5, 2021 10:20 AM

#5228 Pauly Jail

Status

Open

Assignees

bmeyers@paulyjail.com
colin@paulyjail.com

Sheet

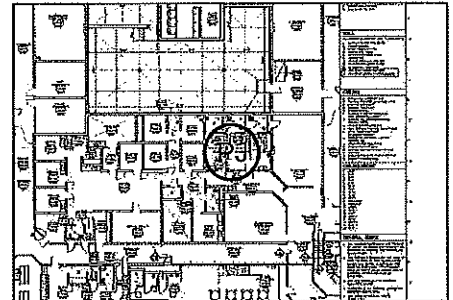
A105PL

Type

Issue

Watchers

bmeyers@paulyjail.com
colin@paulyjail.com



List

Area M Contractor Punch
List

Created

Nov 5, 2021 10:20 AM
krosinski@grangerconstructi
on.com

Description

Missing gasketing this door
call for it but m303 and m306
doesn't?

Last Updated

Nov 5, 2021 10:21 AM

#5227 Pauly Jail

Status
Open

Assignees
bmeyers@paulyjail.com
colin@paulyjail.com

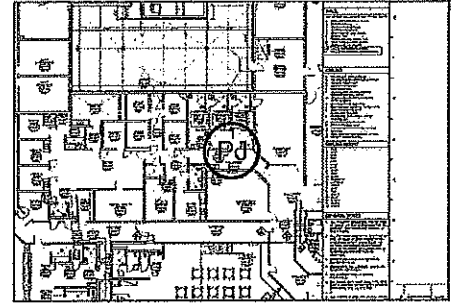
Sheet
A105PL

Type
Issue

Watchers
bmeyers@paulyjail.com
colin@paulyjail.com

List
Area M Contractor Punch
List

Created
Nov 5, 2021 10:20 AM
krosinski@grangerconstructi
on.com



Description
Missing gasketing

Last Updated
Nov 5, 2021 10:20 AM

#5226 Pauly Jail

Status
Open

Assignees
bmeyers@paulyjail.com
colin@paulyjail.com

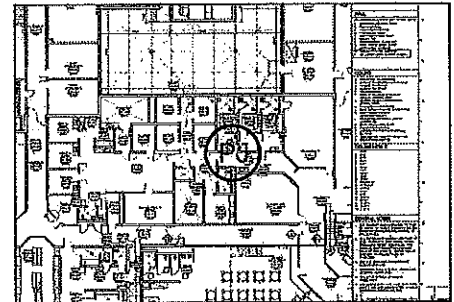
Sheet
A105PL

Type
Issue

Watchers
colin@paulyjail.com
bmeyers@paulyjail.com

List
Area M Contractor Punch
List

Created
Nov 5, 2021 10:19 AM
krosinski@grangerconstructi
on.com



Description
Missing gasketing

Last Updated
Nov 5, 2021 10:20 AM

#5225 Pauly Jail

Status

Open

Assignees

colin@paulyjail.com
bmeyers@paulyjail.com

Sheet

A105PL

Type

Issue

Watchers

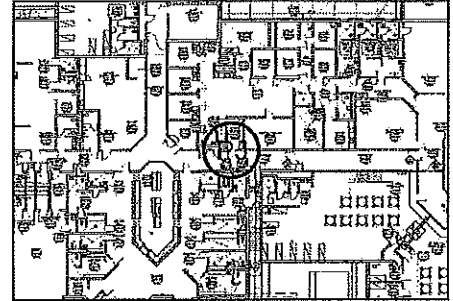
colin@paulyjail.com
bmeyers@paulyjail.com

List

Area M Contractor Punch
List

Created

Nov 5, 2021 10:13 AM
krosinski@grangerconstructi
on.com



Description

Missing door closer
adjustment plate

Last Updated

Nov 5, 2021 10:14 AM

#5224 Pauly Jail

Status

Open

Assignees

colin@paulyjail.com
bmeyers@paulyjail.com

Sheet

A104PL

Type

Issue

Watchers

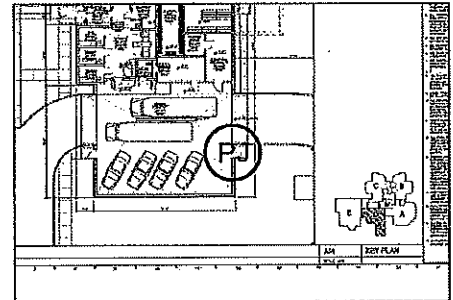
colin@paulyjail.com
bmeyers@paulyjail.com

List

Area D Contractor Punch
List

Created

Nov 5, 2021 9:50 AM
krosinski@grangerconstructi
on.com



Description

Missing weatherstripping
and remove duct with goof
off or touch up paint

Last Updated

Nov 5, 2021 9:51 AM

#5223 Pauly Jail

Status

Open

Assignees

colin@paulyjail.com
bmeyers@paulyjail.com

Sheet

A104PL

Type

Issue

Watchers

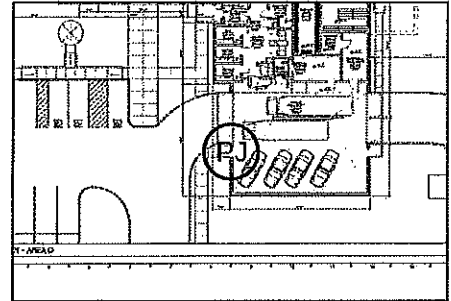
colin@paulyjail.com
bmeyers@paulyjail.com

List

Area D Contractor Punch
List

Created

Nov 5, 2021 9:46 AM
krosinski@grangerconstructi
on.com



Description

Missing weatherstripping
and door closer adjustment
plate

Last Updated

Nov 5, 2021 9:50 AM

#5222 Pauly Jail

Status

Open

Assignees

colin@paulyjail.com
bmeyers@paulyjail.com

Sheet

A104PL

Type

Issue

Watchers

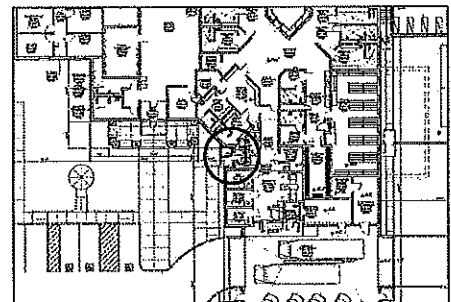
colin@paulyjail.com
bmeyers@paulyjail.com

List

Area D Contractor Punch
List

Created

Nov 5, 2021 9:44 AM
krosinski@grangerconstructi
on.com



Description

Missing threshold and
weatherstripping

Last Updated

Missing cover for door closer
adjustment

Nov 5, 2021 9:45 AM

#5221 Pauly Jail

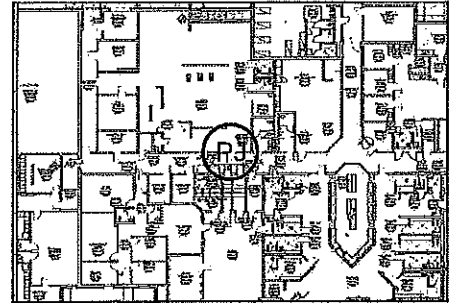
Status
Open

Assignees
bmeyers@paulyjail.com
colin@paulyjail.com

Sheet
A105PL

Type
Issue

Watchers
bmeyers@paulyjail.com
colin@paulyjail.com



List
Area F Contractor Punch List

Created
Nov 5, 2021 9:38 AM
krosinski@grangerconstructi
on.com

Description
Gasketing not installed

Last Updated
Nov 5, 2021 9:38 AM

#5220 Pauly Jail

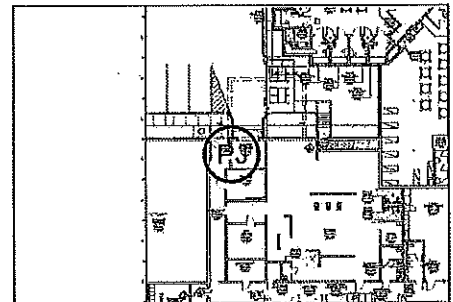
Status
Open

Assignees
bmeyers@paulyjail.com
colin@paulyjail.com

Sheet
A105PL

Type
Issue

Watchers
bmeyers@paulyjail.com
colin@paulyjail.com



List
Area F Contractor Punch List

Created
Nov 5, 2021 9:17 AM
krosinski@grangerconstructi
on.com

Description
Gasketing not installed

Last Updated
Nov 5, 2021 9:38 AM

#5219 Pauly Jail

Status
Open

Assignees
bmeyers@paulyjail.com

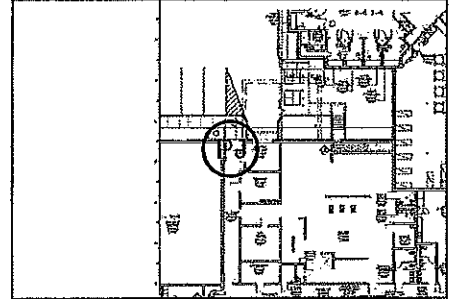
Sheet
A105PL

Type
Issue

Watchers
bmeyers@paulyjail.com

List
Area F Contractor Punch List

Created
Nov 5, 2021 9:13 AM
krosinski@grangerconstructi
on.com



Description
Remove tape from lock on
both sides of door. Needs
weather stripping

Last Updated
Nov 5, 2021 9:20 AM

#5218 QCM

Status
Open

Assignees
jeff.curtner@queencitymech.
com

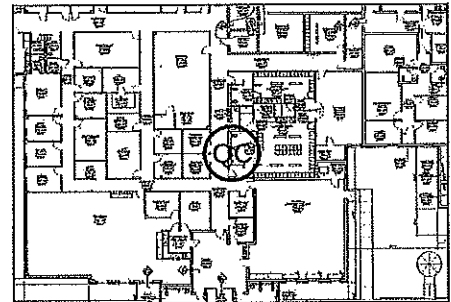
Sheet
A103PL

Type
Issue

Watchers
jeff.curtner@queencitymech.
com

List
Area E Contractor Punch
List

Created
Nov 4, 2021 5:06 PM
krosinski@grangerconstructi
on.com



Description
Urinal is continuously
running water

Last Updated
Nov 4, 2021 5:06 PM

#5217 QCM

Status

Assignees

Sheet

Open

jeff.curtner@queencitymech.com A105PL

Type
Issue

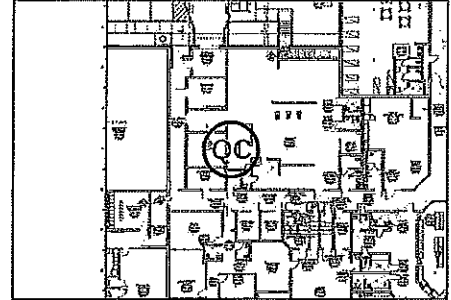
Watchers
jeff.curtner@queencitymech.com

List
Area F Contractor Punch List

Created
Nov 4, 2021 3:03 PM
krosinski@grangerconstruction.com

Description
Dishwasher drain needed to be piped to the floor drain

Last Updated
Nov 4, 2021 3:04 PM



#5216 Graybach

Status
Open

Assignees
robbie.klein@graybach.com
clint.cottone@graybach.com

Sheet
A142PL

Type
Issue

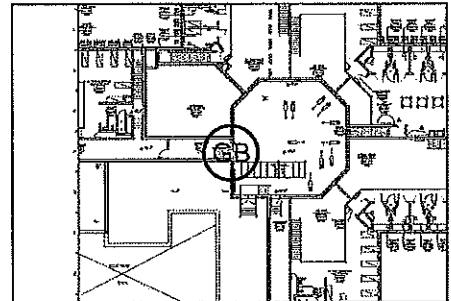
Watchers
robbie.klein@graybach.com
clint.cottone@graybach.com

List
Area B Contractor Punch List

Created
Nov 3, 2021 6:05 PM
krosinski@grangerconstruction.com

Description
Closer or door needs to be adjusted not closing properly.

Last Updated
Nov 3, 2021 6:05 PM



#5215 Graybach

Status

Assignees

Sheet

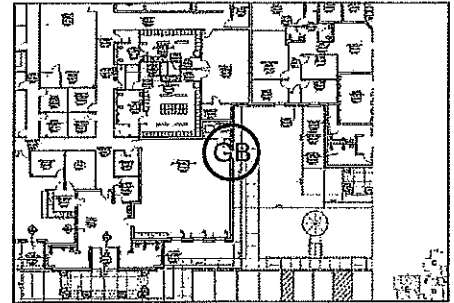
Open robbie.klein@graybach.com A103PL
clint.cottone@graybach.com

Type
Issue **Watchers**
robbie.klein@graybach.com
clint.cottone@graybach.com

List
Area E Contractor Punch
List **Created**
Nov 3, 2021 6:02 PM

Description
Threshold needs to be
shimmed. Grass is getting in
room **Created**
krosinski@grangerconstructi
on.com

Last Updated
Nov 3, 2021 6:03 PM



#5212 Graybach

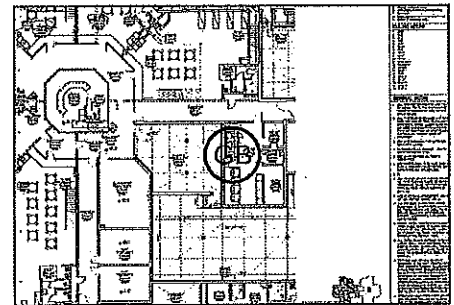
Status **Assignees** **Sheet**
Open clint.cottone@graybach.com A106PL
robbie.klein@graybach.com

Type **Watchers**
Issue clint.cottone@graybach.com
robbie.klein@graybach.com

List **Created**
Area C Contractor Punch
List Nov 3, 2021 9:32 AM

Description
Parts ordered for washer 3
day lead time. Washer was
not spinning **Created**
krosinski@grangerconstructi
on.com

Last Updated
Nov 3, 2021 9:33 AM



#5211 S&S Midwest FP

Status **Created** **Sheet**

1822- 00 Warren County Jail
Lebanon, Ohio
1822- 00



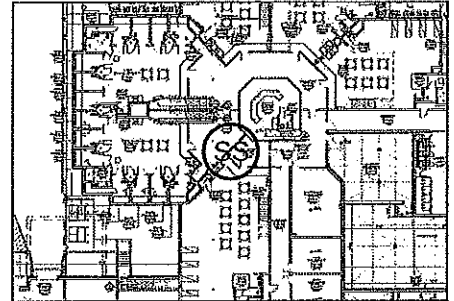
Open

Nov 2, 2021 2:20 PM
krosinski@grangerconstructi
on.com

A106PL

Type
Issue

Last Updated
Nov 2, 2021 2:22 PM



List
Area C Contractor Punch
List

Description

Sprinkler trim raddled when
door shuts

#5210 HVAC

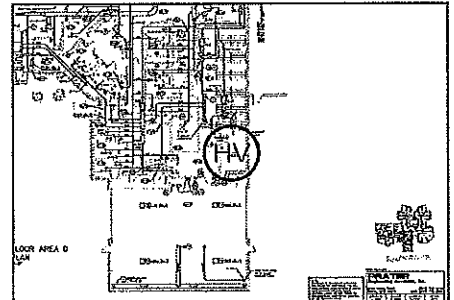
Status
Open

Created
Nov 2, 2021 10:33 AM
krosinski@grangerconstructi
on.com

Sheet
H102

Type
Issue

Last Updated
Nov 2, 2021 10:33 AM



List
Area D Contractor Punch
List

Description

Prater looking into transfer or
return duct for room

#5201 Lake Erie Electric

Status
Open

Assignees
jweaver@lakeerieelectric.co
m

Sheet
A106PL

Type
Issue

Watchers

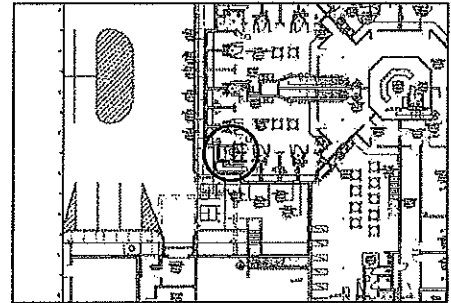
1822- 00 Warren County Jail
Lebanon, Ohio
1822- 00



List
Area C Contractor Punch
List

jweaver@lakeerieelectric.com

Created
Nov 1, 2021 8:47 AM
krosinski@grangerconstruction.com



Description
Adjust light

Last Updated
Nov 1, 2021 8:48 AM

#5198 Graybach

Status
Open

Assignees
robbie.klein@graybach.com

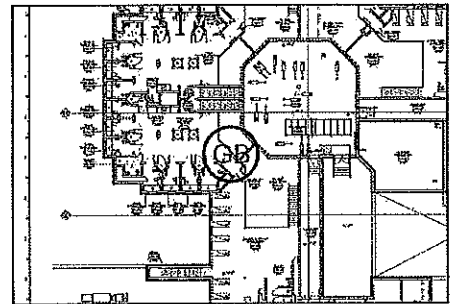
Sheet
A141PL

Type
Issue

Watchers
robbie.klein@graybach.com

List
Area C Contractor Punch
List

Created
Nov 1, 2021 8:42 AM
krosinski@grangerconstruction.com



Description
Remove clip hinge side of
frame

Last Updated
Nov 3, 2021 5:59 PM

#5191 Pauly Jail

Status
Open

Assignees
colin@paulyjail.com
bmeyers@paulyjail.com

Sheet
A106PL

Type
Issue

Watchers
colin@paulyjail.com
bmeyers@paulyjail.com

List

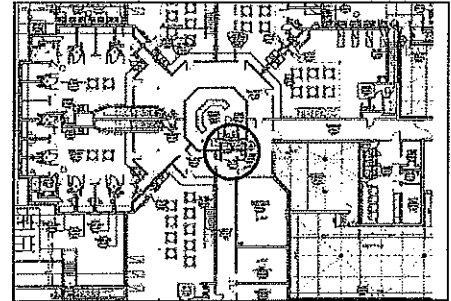
Area C Contractor Punch List

Created
Oct 28, 2021 5:18 PM
krosinski@grangerconstructi
on.com

Description

Broken glazing for central control is on order 2-3 week time.

Last Updated
Oct 28, 2021 5:19 PM



#5190 QCM

Status
Open

Assignees
jeff.curtner@queencitymech.
com

Sheet
A107PL

Type
Issue

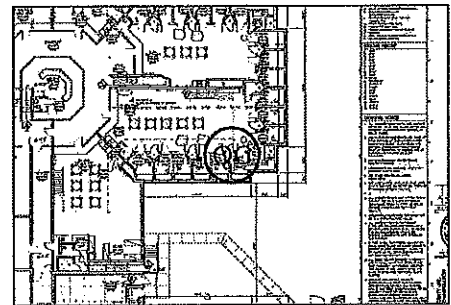
Watchers
jeff.curtner@queencitymech.
com

List
Area B Contractor Punch List

Description
Cold water solenoid for B2-07 is broke

Created
Oct 28, 2021 5:16 PM
krosinski@grangerconstructi
on.com

Last Updated
Nov 1, 2021 3:46 PM



#5189 Pauly Jail

Status
Open

Assignees
colin@paulyjail.com
bmeyers@paulyjail.com

Sheet
A104PL

Type
Issue

Watchers
colin@paulyjail.com
bmeyers@paulyjail.com

List

1822- 00 Warren County Jail
Lebanon, Ohio
1822- 00

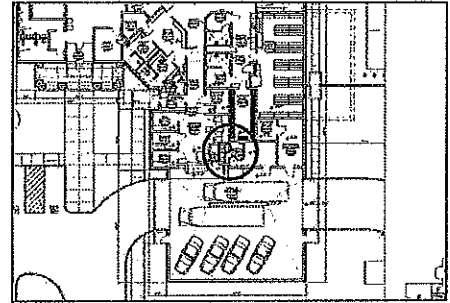


Area D Contractor Punch List

Created
Oct 28, 2021 5:08 PM
krosinski@grangerconstructi
on.com

Description
Finish chase door hardware

Last Updated
Nov 3, 2021 4:47 PM



#5188 Lake Erie Electric

Status
Open

Assignees
jweaver@lakeerieelectric.co
m

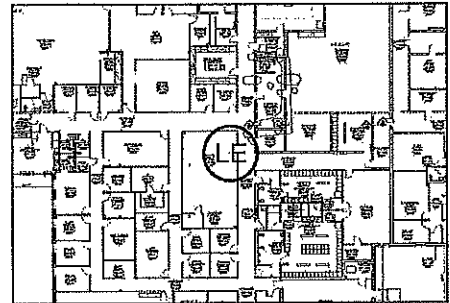
Sheet
A103PL

Type
Issue

Watchers
jweaver@lakeerieelectric.co
m

List
Area E Contractor Punch
List

Created
Oct 28, 2021 5:07 PM
krosinski@grangerconstructi
on.com



Description
Staff needs us to look at light
switch may want to change it

Last Updated
Oct 28, 2021 5:07 PM

#5187 Graybach

Status
Open

Assignees
robbie.klein@graybach.com

Sheet
A143PL

Type
Issue

Watchers
robbie.klein@graybach.com

List

Created

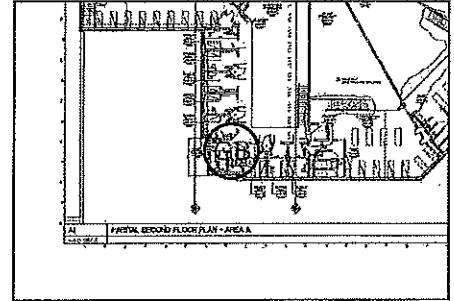
1822- 00 Warren County Jail
Lebanon, Ohio
1822- 00



Area A Contractor Punch List Oct 28, 2021 5:05 PM
krosinski@grangerconstructi
on.com

Description
Door hardware is bad

Last Updated
Nov 2, 2021 4:09 PM



#5186 Lake Erie Electric

Status
Open

Type
Issue

List
Area D Contractor Punch
List

Description
Install drip tray over IT
Cabinet

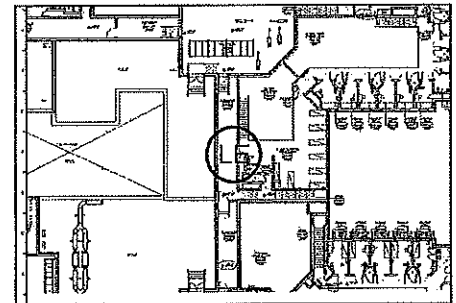
Assignees
jweaver@lakeerieelectric.co
m

Watchers
jweaver@lakeerieelectric.co
m

Created
Oct 28, 2021 5:03 PM
krosinski@grangerconstructi
on.com

Last Updated
Oct 28, 2021 5:03 PM

Sheet
A142PL



#5185 QCM

Status
Open

Type
Issue

List

Assignees
jeff.curtner@queencitymech.
com

Watchers
jeff.curtner@queencitymech.
com

Sheet
A140PL

1822- 00 Warren County Jail
Lebanon, Ohio
1822- 00

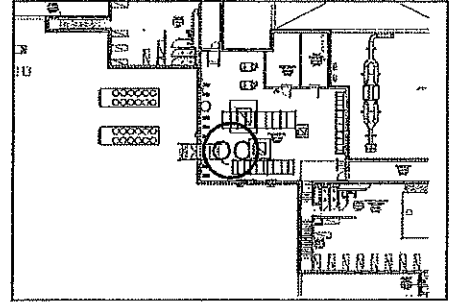


Area D Contractor Punch List

Created
Oct 28, 2021 4:41 PM
krosinski@grangerconstructi
on.com

Description
Install a interior hose bib to
each mech room

Last Updated
Nov 2, 2021 4:08 PM



#5184 Lake Erie Electric

Status
Open

Assignees
jweaver@lakeerieelectric.co
m

Sheet
A140PL

Type
Issue

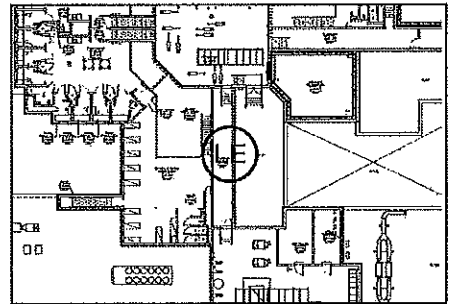
Watchers
jweaver@lakeerieelectric.co
m

List
Area D Contractor Punch
List

Description
Install drip tray over IT
Cabinet

Created
Oct 28, 2021 4:40 PM
krosinski@grangerconstructi
on.com

Last Updated
Nov 2, 2021 4:08 PM



#5183 General

Status
Open

Created
Oct 28, 2021 4:39 PM
krosinski@grangerconstructi
on.com

Sheet
A105PL

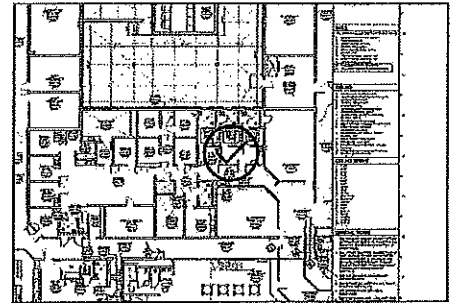
Type
Issue

Last Updated
Nov 1, 2021 9:44 AM

List

**Area M Contractor Punch
List**

Description
Medical wall rework for BAD



#5181 Triton

Status
Open

Assignees
britter@triton-services.com

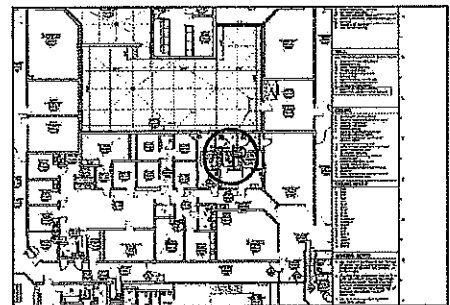
Sheet
A105PL

Type
Issue

Watchers
britter@triton-services.com

List
Area M Contractor Punch
List

Created
Oct 28, 2021 4:35 PM
krosinski@grangerconstructi
on.com



Description
Make sure cells are negative
pressure. Rooms need to be
balanced properly

Last Updated
Nov 4, 2021 8:42 AM

#5180 Graybach

Status
Open

Assignees
clint.cottone@graybach.com
robbie.klein@graybach.com

Sheet
A103PL

Type
Issue

Watchers
clint.cottone@graybach.com
robbie.klein@graybach.com

List

Created

1822- 00 Warren County Jail
Lebanon, Ohio
1822- 00

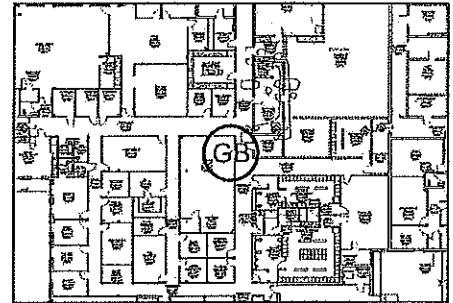


Area E Contractor Punch List

Oct 28, 2021 4:34 PM
krosinski@grangerconstructi
on.com

Description
Review central supply
hardware change

Last Updated
Oct 28, 2021 4:34 PM



#5179 Kitchen Contractor

Status
Open

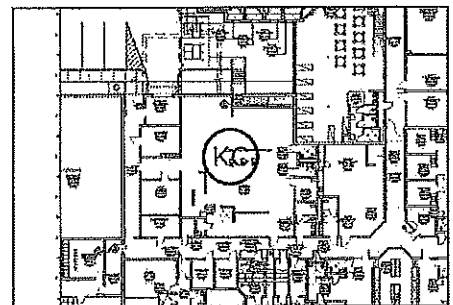
Created
Oct 28, 2021 4:33 PM
krosinski@grangerconstructi
on.com

Sheet
A105PL

Type
Issue

Last Updated
Nov 3, 2021 4:45 PM

List
Area F Contractor Punch List



Description
Move kettle so that in can
fully dump

#5178 Lake Erie Electric

Status
Open

Assignees
jweaver@lakeerieelectric.co
m

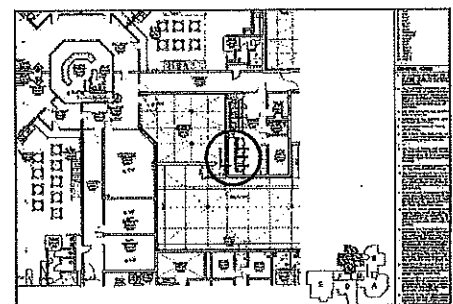
Sheet
A106PL

Type
Issue

Watchers
jweaver@lakeerieelectric.co
m

List
Area C Contractor Punch
List

Created
Oct 28, 2021 4:31 PM



Description

1822- 00 Warren County Jail
Lebanon, Ohio
1822- 00



Install heat trace

krosinski@grangerconstructi
on.com

Last Updated
Oct 28, 2021 4:32 PM

#5177 QCM

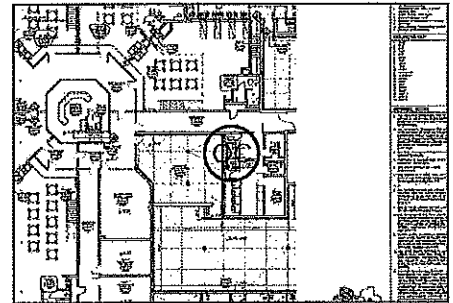
Status
Open

Assignees
jeff.curtner@queencitymech.
com

Sheet
A106PL

Type
Issue

Watchers
jeff.curtner@queencitymech.
com



List
Area C Contractor Punch
List

Created
Oct 28, 2021 4:30 PM
krosinski@grangerconstructi
on.com

Description
Fix trench drain

Last Updated
Nov 1, 2021 3:46 PM

#5176 Lake Erie Electric

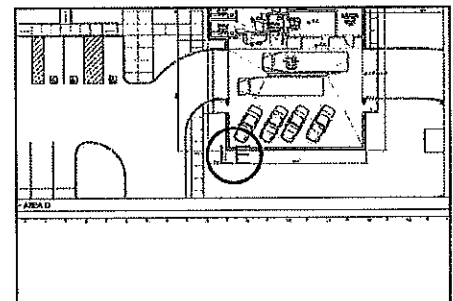
Status
Open

Assignees
jweaver@lakeerieelectric.co
m

Sheet
A104PL

Type
Issue

Watchers
jweaver@lakeerieelectric.co
m



List
Area D Contractor Punch
List

Created
Oct 28, 2021 4:29 PM

Description

Missing light

krosinski@grangerconstructi
on.com

Last Updated

Oct 28, 2021 4:29 PM

#5175 S&S Midwest FP

Status
Open

Assignees
aron@ssmidwestfire.com

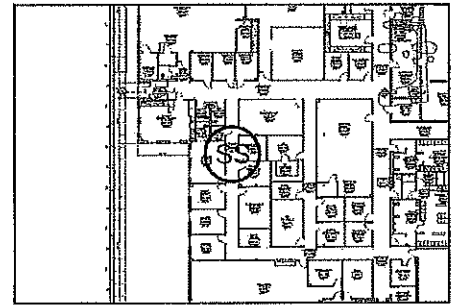
Sheet
A103PL

Type
Issue

Watchers
aron@ssmidwestfire.com

List
Area E Contractor Punch
List

Created
Oct 28, 2021 4:26 PM
krosinski@grangerconstructi
on.com



Description
Missing escutcheon for head
in corridor

Last Updated
Oct 28, 2021 4:29 PM

#5172 Lake Erie Electric

Status
Open

Assignees
britter@tritonservicesinc.com
jweaver@lakeerieelectric.co
m

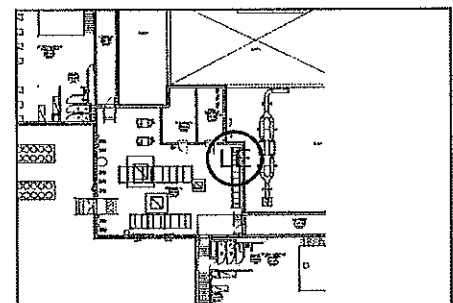
Sheet
A140PL

Type
Issue

Watchers
britter@tritonservicesinc.com
jweaver@lakeerieelectric.co
m

List
Area D Contractor Punch
List

Created
Oct 27, 2021 1:46 PM



Description

1822- 00 Warren County Jail
Lebanon, Ohio
1822- 00



Light in first section of AHU-6 not installed krosinski@grangerconstruction.com

Last Updated
Oct 27, 2021 2:37 PM

1822- 00 Warren County Jail
Lebanon, Ohio
1822- 00

#5171 Lake Erie Electric

Status

Open

Type

Issue

List

Area D Contractor Punch
List

Description

Missing cover for intercom
pedestal

Assignees

jweaver@lakeerieelectric.co
m
d.barber@structured-tech.us

Watchers

jweaver@lakeerieelectric.co
m
d.barber@structured-tech.us

Created

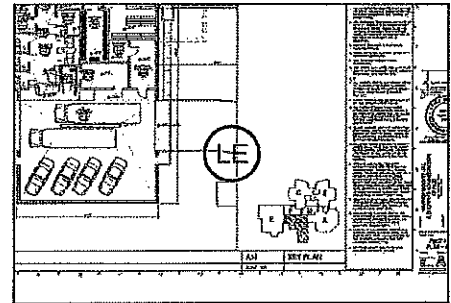
Oct 27, 2021 10:50 AM
krosinski@grangerconstructi
on.com

Last Updated

Nov 4, 2021 2:11 PM

Sheet

A104PL

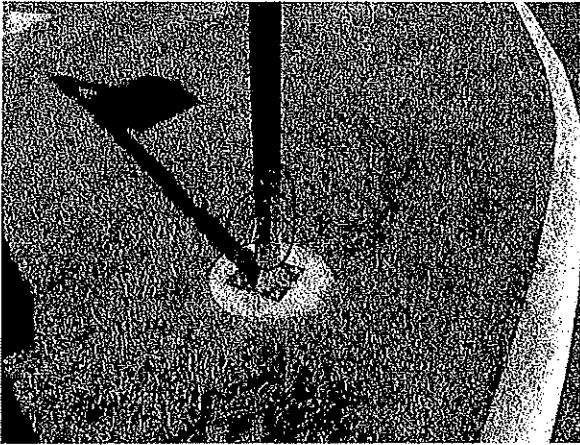


Comments

It did not come with a cover and we are getting with Bob to have him order one he is the one that purchased it I believe

James Weaver Nov 3, 2021

Photos



20211027_104424_photo
Kyle Rosinski
Oct 27, 2021 10:44 AM

#5158 Graybach

Status
Open

Assignees
clint.cottone@graybach.com

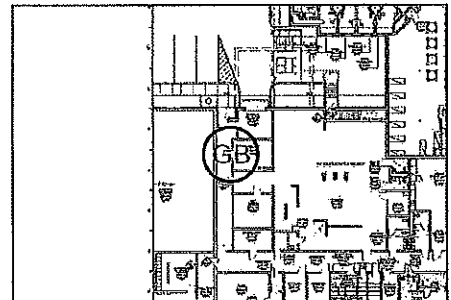
Sheet
A105PL

Type
Issue

Watchers
clint.cottone@graybach.com

List
Area F Contractor Punch List

Created
Oct 25, 2021 8:08 AM
krosinski@grangerconstructi
on.com



Description
Door will not secure. Door
needs to be adjusted

Last Updated
Nov 3, 2021 5:57 PM

#5156 Pauly Jail

Status
Open

Assignees
colin@paulyjail.com

Sheet
A107PL

Type
Issue

Watchers
colin@paulyjail.com

1822- 00 Warren County Jail
Lebanon, Ohio
1822- 00

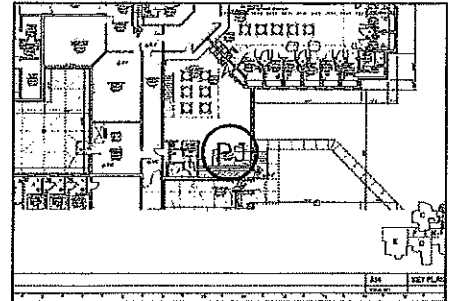


List
Area B Contractor Punch
List

Created
Oct 22, 2021 9:35 AM
krosinski@grangerconstructi
on.com

Description
Sharpie on one of the bunks

Last Updated
Nov 3, 2021 5:48 PM



#5152 Pauly Jail

Status
Open

Assignees
colin@paulyjail.com

Sheet
A142PL

Type
Issue

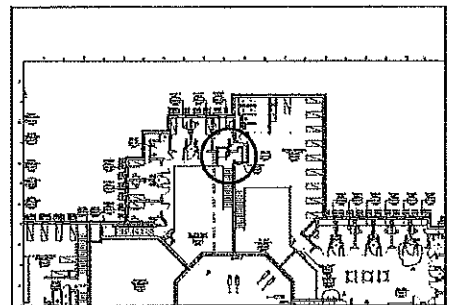
Watchers
colin@paulyjail.com

List
Area B Contractor Punch
List

Created
Oct 21, 2021 12:30 PM
krosinski@grangerconstructi
on.com

Description
Install door bump on door
B507 for door B617?

Last Updated
Nov 3, 2021 5:46 PM



#5126 Triton

Status
Open

Assignees
jweaver@lakeerieelectric.co
m

Sheet
A103PL

Type
Issue

Watchers
jweaver@lakeerieelectric.co
m

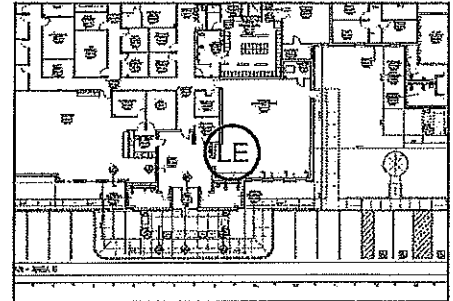
List
Area E Contractor Punch
List

Created

Description
Damper not installed for
intake hood

Oct 21, 2021 8:05 AM
krosinski@grangerconstructi
on.com

Last Updated
Oct 28, 2021 4:12 PM



#5098 Triton

Status
Open

Assignees
britter@tritonservicesinc.com

Sheet
H111

Type
Issue

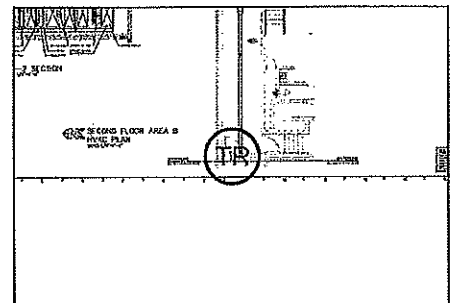
Watchers
britter@tritonservicesinc.com

List
Area A Contractor Punch List

Created
Oct 18, 2021 10:47 AM
krosinski@grangerconstructi
on.com

Description
Missing c type grille on
transfer

Last Updated
Nov 4, 2021 8:42 AM



#5097 Graybach

Status
Open

Assignees
robbie.klein@graybach.com

Sheet
A103PL

Type
Issue

Watchers
robbie.klein@graybach.com

List
Area E Contractor Punch
List

Created
Oct 18, 2021 10:03 AM

1822- 00 Warren County Jail

Lebanon, Ohio

1822- 00



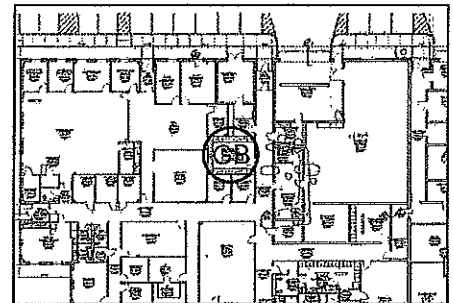
Description

Need pricing on damaged stainless counter

krosinski@grangerconstructi
on.com

Last Updated

Oct 25, 2021 8:04 AM



Comments

Pricing provided and approved on 10/19. Material has a 3 to 4 week lead time

Robbie Klein Oct 21, 2021

1822- 00 Warren County Jail
Lebanon, Ohio
1822- 00

#5078 PCI

Status

Open

Assignees

jonathan.harrison@pcg.com
tim.davenport@pcg.com

Sheet

A107PL

Type

Issue

Watchers

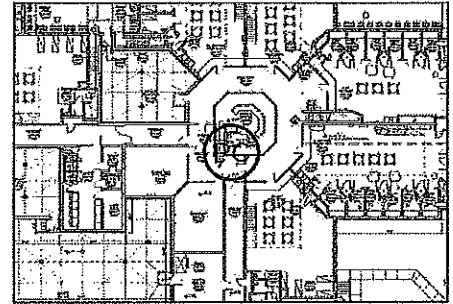
jonathan.harrison@pcg.com
tim.davenport@pcg.com

List

Area B Contractor Punch
List

Created

Oct 15, 2021 12:35 PM
jwegrzynowski@grangercon
struction.com



Description

Replace damaged pads

Last Updated

Oct 22, 2021 7:34 AM

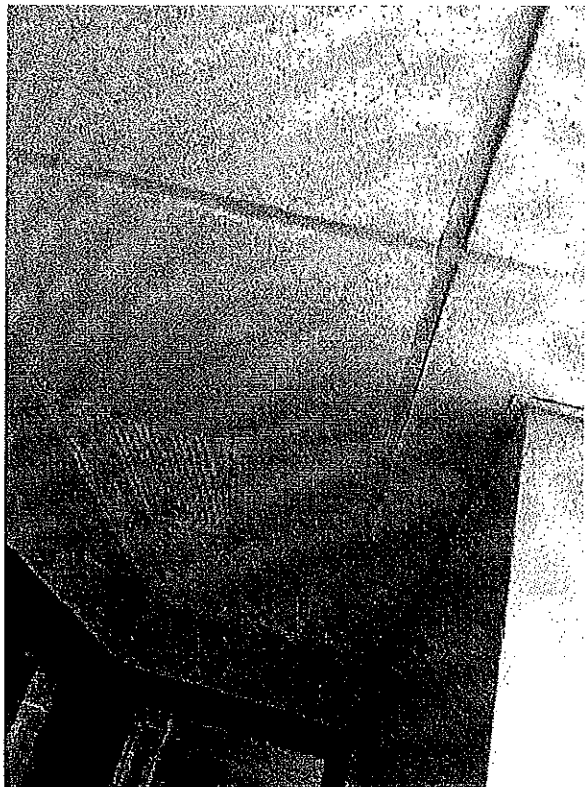
Photos

1822- 00 Warren County Jail

Lebanon, Ohio

1822- 00

GRANGER
ADVANCE THE ART OF BUILDING



20211015_123601_photo

Jeffrey Wegrzynowski

Oct 15, 2021 12:36 PM

1822- 00 Warren County Jail
Lebanon, Ohio
1822- 00

#5055 General

Status
Open

Assignees
jwegrzynowski@grangercon
struction.com

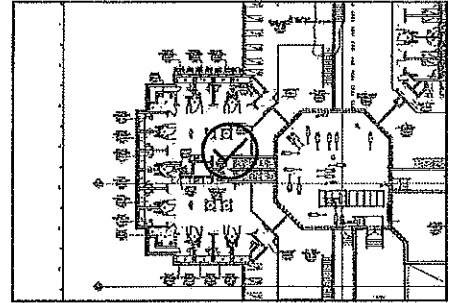
Sheet
A141PL

Type
Issue

Watchers
jwegrzynowski@grangercon
struction.com

List
Area C Contractor Punch
List

Created
Oct 15, 2021 10:41 AM
krosinski@grangerconstructi
on.com



Description
Install screw in access panel

Last Updated
Nov 3, 2021 5:44 PM

Photos



20211015_104135_photo
Kyle Rosinski
Oct 15, 2021 10:41 AM

#5053 Graybach

Status
Open

Assignees
clint.cottone@graybach.com

Sheet
A141PL

1822- 00 Warren County Jail
Lebanon, Ohio
1822- 00



Type
Issue

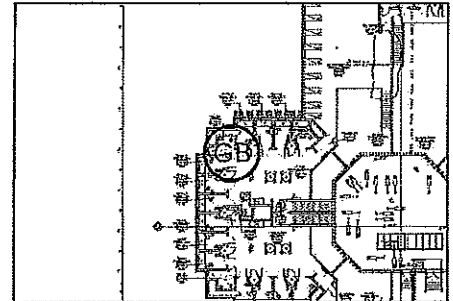
List
Area C Contractor Punch
List

robbie.klein@graybach.com

Watchers
clint.cottone@graybach.com
robbie.klein@graybach.com

Created
Oct 15, 2021 10:36 AM
krosinski@grangerconstructi
on.com

Last Updated
Oct 25, 2021 8:18 AM



Description
Stall door needs to be
adjusted

Comments

Waiting on replacement hardware. Will update when I have delivery confirmation

Robbie Klein Oct 20, 2021

#5024 QCM

Status
Open

Type
Issue

List
Area B Contractor Punch
List

Assignees
jeff.curtner@queencitymech.
com

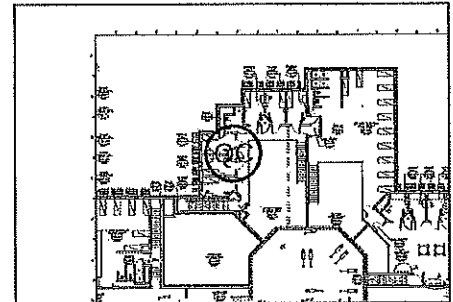
Sheet
A142PL

Description
Why is water continuously
running is chase. New
diaphragm needed

Watchers
jeff.curtner@queencitymech.
com

Created
Oct 14, 2021 3:20 PM
krosinski@grangerconstructi
on.com

Last Updated
Nov 3, 2021 8:09 AM



1822- 00 Warren County Jail
Lebanon, Ohio
1822- 00



#5018 Lake Erie Electric

Status

Open

Assignees

jweaver@lakeerieelectric.com

Sheet

A142PL

Type

Issue

Watchers

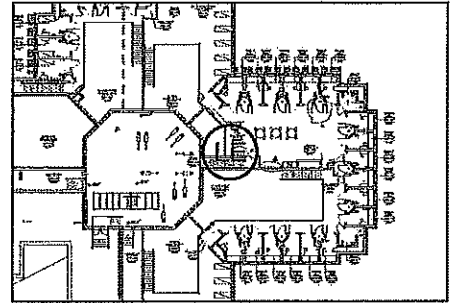
jweaver@lakeerieelectric.com

List

Area B Contractor Punch List

Created

Oct 14, 2021 2:52 PM
krosinski@grangerconstruction.com



Description

Finish light install

Last Updated

Oct 25, 2021 10:12 AM

Comments

Light needs a new ballast and is ordered but will put the cover back on

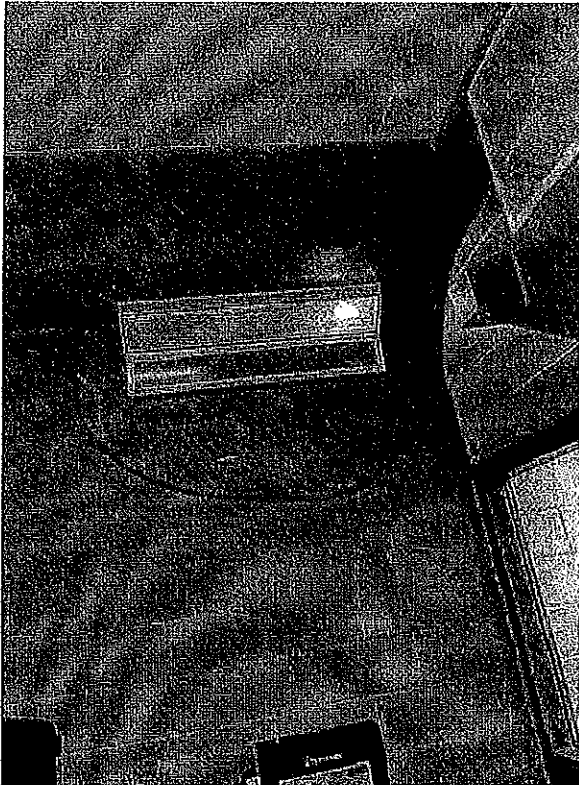
James Weaver Oct 14, 2021

Photos

1822- 00 Warren County Jail

Lebanon, Ohio

1822- 00



20211014_145239_photo

Kyle Rosinski

Oct 14, 2021 2:52 PM

1822- 00 Warren County Jail
Lebanon, Ohio
1822- 00

#4944 Cleaning Needed

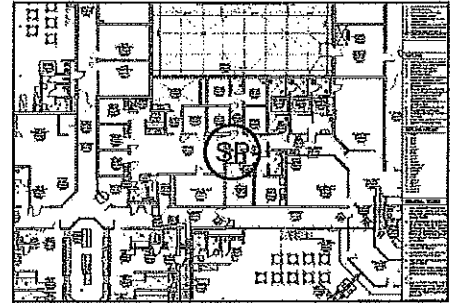
Status
Open

Created
Oct 13, 2021 11:57 AM
jwegrzynowski@grangercon
struction.com

Sheet
A105PL

Type
Issue

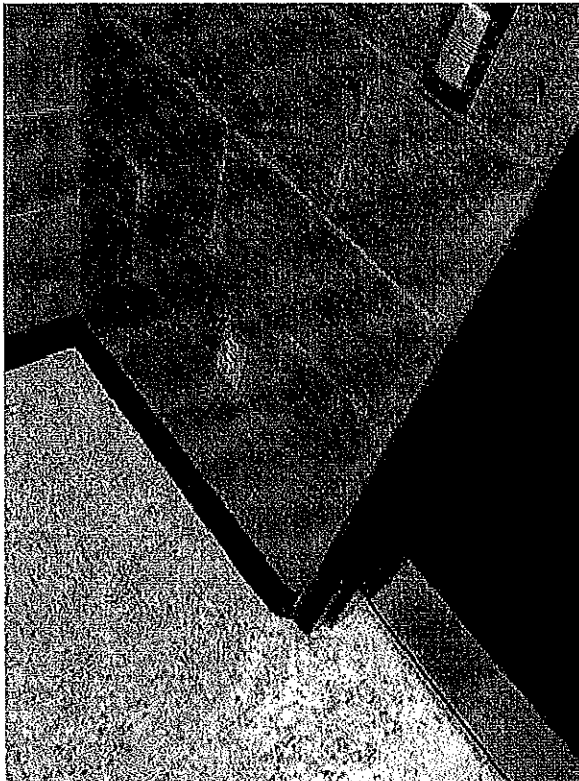
Last Updated
Nov 2, 2021 4:41 PM



List
Area M Contractor Punch
List

Description
Clean

Photos



20211013_115239_photo
Jeffrey Wegrzynowski
Oct 13, 2021 11:52 AM

1822- 00 Warren County Jail
Lebanon, Ohio
1822- 00

#4931 Epoxy Systems

Status
Open

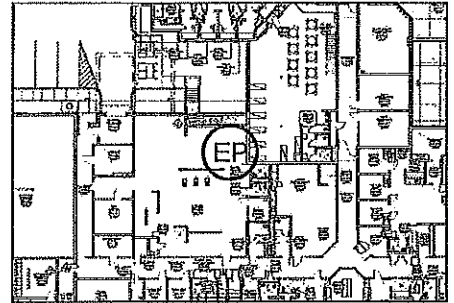
Created
Oct 13, 2021 11:30 AM
jwegrzynowski@grangercon
struction.com

Sheet
A105PL

Type
Issue

Last Updated
Oct 28, 2021 4:32 PM

List
Area F Contractor Punch List



Description
Epoxy touch up

Comments

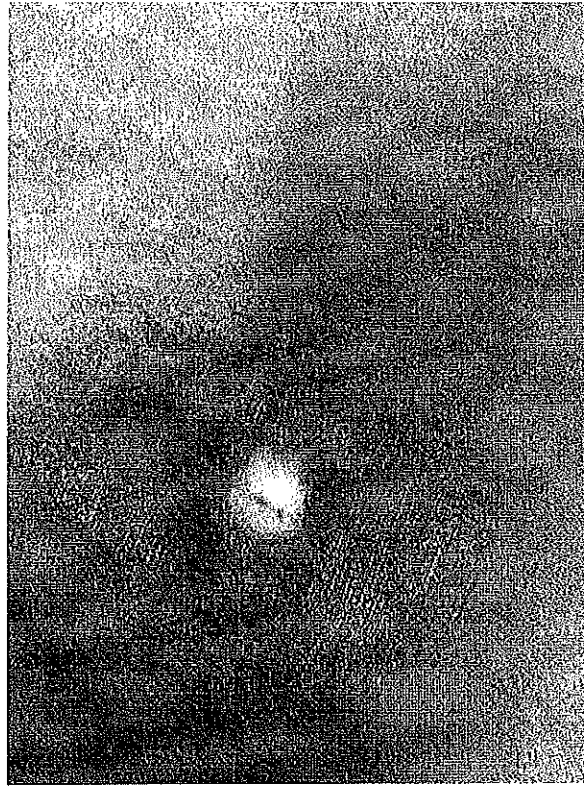
Someone stepped in wet epoxy):

Jeffrey Wegrzynowski Oct 21, 2021

Photos



20211021_080536_photo
Jeffrey Wegrzynowski
Oct 21, 2021 8:05 AM



20211013_094144_photo
Jeffrey Wegrzynowski
Oct 13, 2021 9:41 AM

1822- 00 Warren County Jail
Lebanon, Ohio
1822- 00

#4913 PCI

Status
Open

Assignees
jonathan.harrison@pcg.com

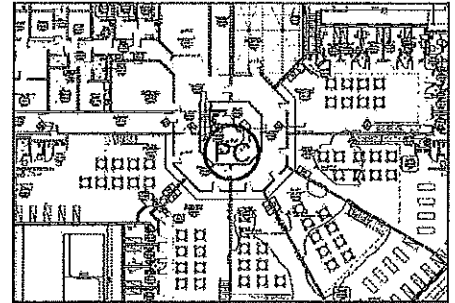
Sheet
A108PL

Type
Issue

Watchers
jonathan.harrison@pcg.com

List
Area A Contractor Punch List

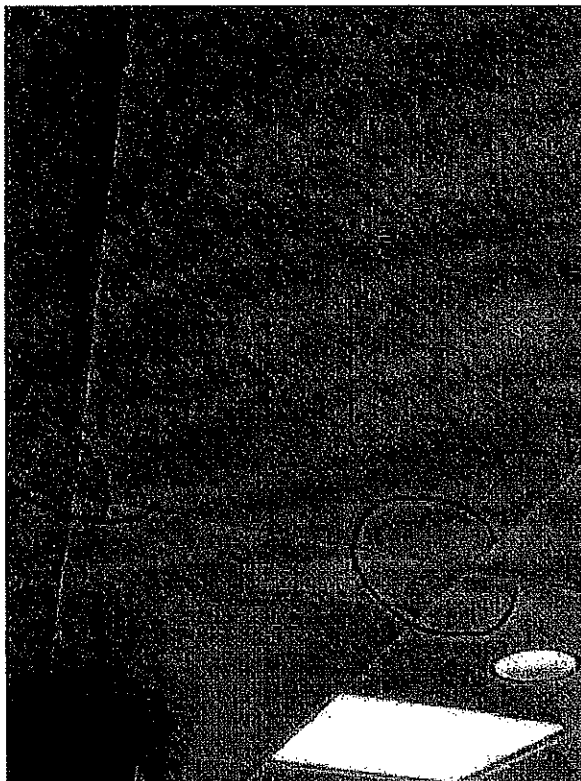
Created
Oct 13, 2021 11:24 AM
jwegrzynowski@grangercon
struction.com



Description
Damaged pad

Last Updated
Oct 21, 2021 12:06 PM

Photos



20211012_181718_photo_edited
Kyle Rosinski
Oct 18, 2021 9:54 AM



20211012_181718_photo
Jeffrey Wegrzynowski
Oct 12, 2021 6:17 PM

1822- 00 Warren County Jail
Lebanon, Ohio
1822- 00



#4857 Kitchen Contractor

Status
Open

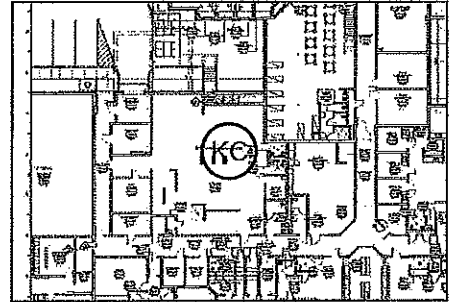
Created
Oct 12, 2021 5:24 PM
krosinski@grangerconstructi
on.com

Type
Issue

Last Updated
Oct 28, 2021 4:32 PM

List
Area F Contractor Punch List

Sheet
A105PL



Description
Replace 2 lights in kitchen

#4852 HVAC

Status
Open

Assignees
britter@tritonservicesinc.com

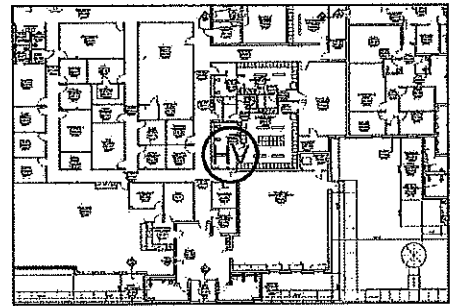
Type
Issue

Watchers
britter@tritonservicesinc.com

List
Area E Contractor Punch
List

Created
Oct 12, 2021 3:09 PM
krosinski@grangerconstructi
on.com

Sheet
A103PL



Description
Missing transfer air device

Last Updated
Nov 4, 2021 8:42 AM

1822- 00 Warren County Jail
Lebanon, Ohio
1822- 00

#4797 Epoxy Systems

Status
Open

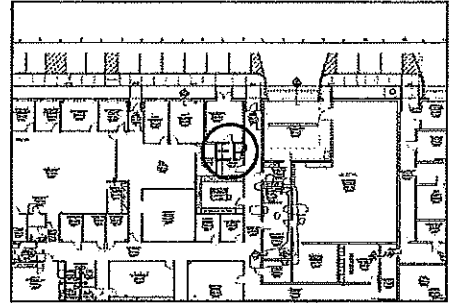
Created
Oct 7, 2021 1:18 PM
jwegrzynowski@grangercon
struction.com

Sheet
A103PL

Type
Issue

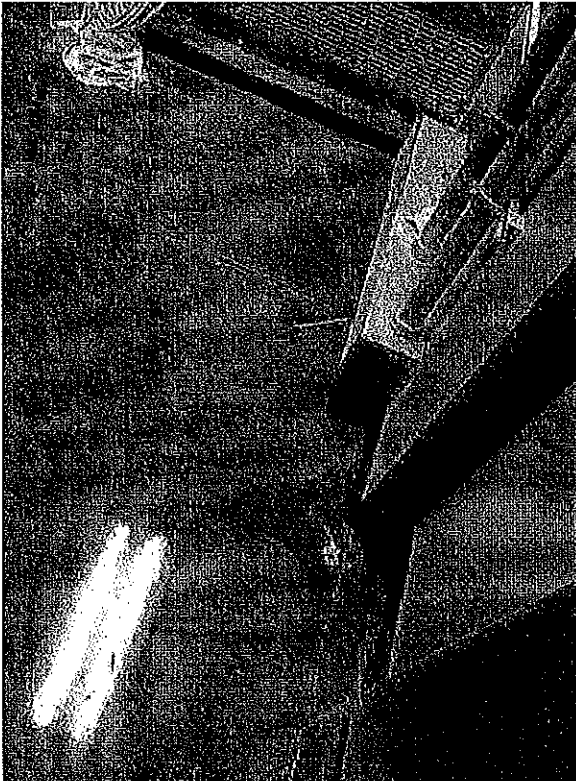
Last Updated
Oct 25, 2021 8:04 AM

List
Area E Contractor Punch
List



Description
Joints need to be sealed

Photos



20211007_121045_photo
Jeffrey Wegrzynowski
Oct 7, 2021 12:10 PM

#4702 Building Envelope

Status

Open

Type

Issue

List

QA/QC

Description

Conduit penetrations—new requires boot, old, if to be abandoned needs removed and flat roofing patch installed.

Assignees

jweaver@lakeerieelectric.com

Watchers

mmarlow@grangerconstruction.com
krosinski@grangerconstruction.com
jweaver@lakeerieelectric.com

Start Date

Oct 5, 2021

Due At

Oct 12, 2021

Created

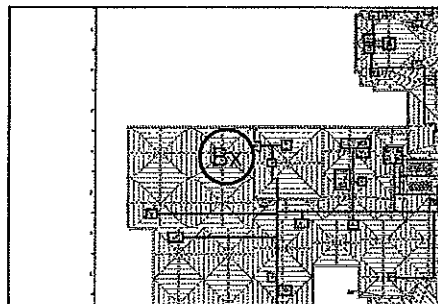
Oct 5, 2021 9:54 AM
gregg.granger@grangerconstruction.com

Last Updated

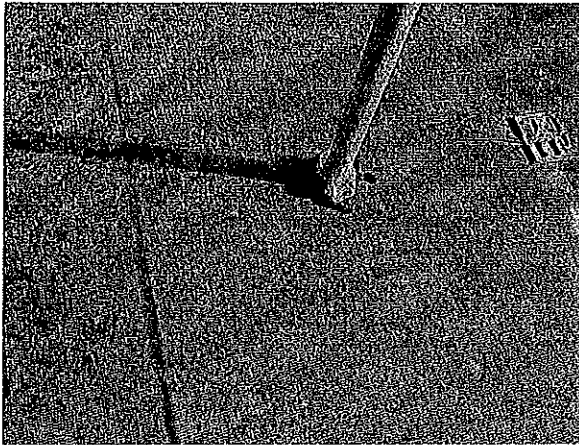
Oct 18, 2021 3:24 PM

Sheet

A180



Photos



20211005_095627_photo
Gregg Granger
Oct 5, 2021 9:56 AM



20211005_095610_photo
Gregg Granger
Oct 5, 2021 9:56 AM

#4647 Geiger

Status
Open

Assignees
nick@geigercpi.com

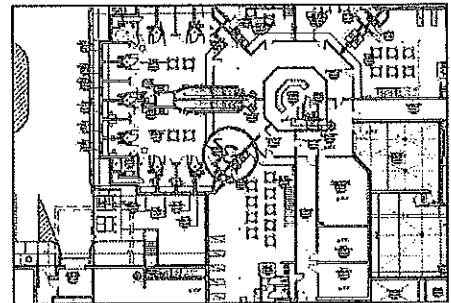
Sheet
A106PL

Type
Issue

Watchers
nick@geigercpi.com

List
Area C Contractor Punch
List

Created
Oct 1, 2021 12:25 PM
krosinski@grangerconstructi
on.com



Description
Glass stop missing

Last Updated
Oct 14, 2021 9:32 AM

Comments

1822- 00 Warren County Jail

Lebanon, Ohio

1822- 00



C9-23 is missing the lite kit. This is a Graybach problem. Once received we can install.

Nick Mathews Oct 6, 2021

1822- 00 Warren County Jail
Lebanon, Ohio
1822- 00

#4568 Graybach

Status

Open

Type

Issue

List

Area C Contractor Punch
List

Description

Need to reorder detention
stall door bigger size

Assignees

clint.cottone@graybach.com
robbie.klein@graybach.com

Watchers

clint.cottone@graybach.com
robbie.klein@graybach.com

Created

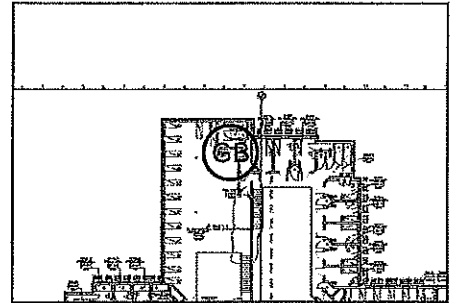
Sep 27, 2021 4:00 PM
krosinski@grangerconstructi
on.com

Last Updated

Nov 1, 2021 8:58 AM

Sheet

A141PL

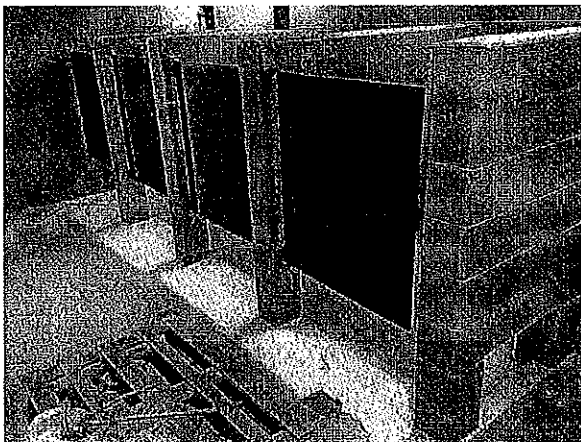


Comments

Door installed no lead time on new door yet

Robbie Klein Oct 4, 2021

Photos



20211004_084709_photo

Robbie Klein

Oct 4, 2021 8:47 AM

1822- 00 Warren County Jail
Lebanon, Ohio
1822- 00



#4483 Lake Erie Electric

Status
Open

Assignees
jweaver@lakeerieelectric.com

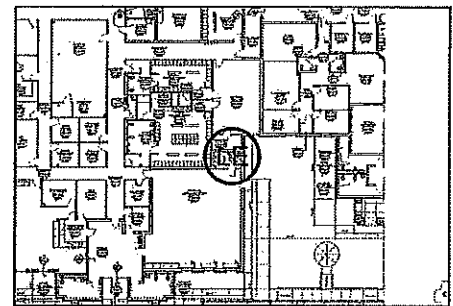
Sheet
A103PL

Type
Issue

Watchers
jweaver@lakeerieelectric.com

List
Area E Contractor Punch List

Created
Sep 21, 2021 9:11 AM
krosinski@grangerconstructi
on.com



Description
Warren county discussed that they like power monitoring on the UPS

Last Updated
Oct 19, 2021 11:38 AM

#4461 HVAC

Status
Open

Assignees
britter@tritonservicesinc.com

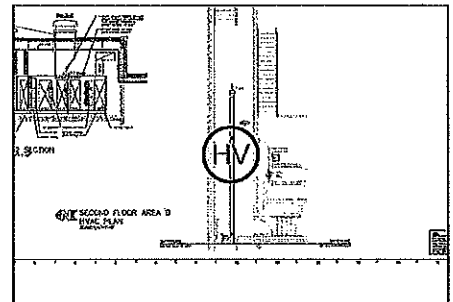
Sheet
H111

Type
Issue

Watchers
britter@tritonservicesinc.com

List
Area B Contractor Punch List

Created
Sep 17, 2021 12:05 PM
krosinski@grangerconstructi
on.com



Description
Install duct as shown

Last Updated
Nov 4, 2021 8:42 AM

#4454 Mechanical

Status

Watchers

Sheet

Open

britter@tritonservicesinc.com H112

Type

Created

Issue

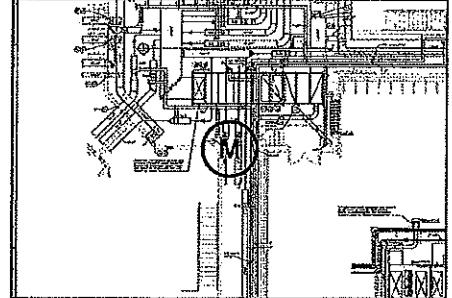
Sep 17, 2021 11:56 AM
krosinski@grangerconstructi
on.com

List

Area C Contractor Punch
List

Last Updated

Oct 18, 2021 10:57 AM



Description

Install t stat

#3862 S&S Midwest FP

Status

Open

Assignees

aron@ssmidwestfire.com

Sheet

A106PL

Type

Issue

Watchers

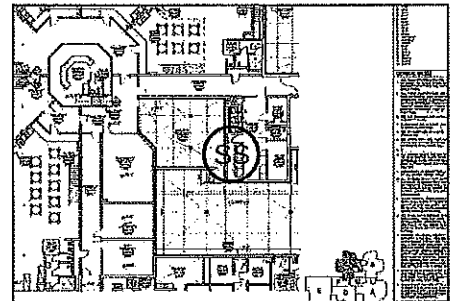
aron@ssmidwestfire.com

List

Area C Contractor Punch
List

Created

Sep 15, 2021 10:57 AM
krosinski@grangerconstructi
on.com



Description

Is heat trace required on fire
suppression?

Last Updated

Oct 14, 2021 9:06 AM

#3808 HVAC

Status

Open

Assignees

britter@tritonservicesinc.com H110

Sheet

Type

Issue

Watchers

britter@tritonservicesinc.com

1822- 00 Warren County Jail
Lebanon, Ohio
1822- 00

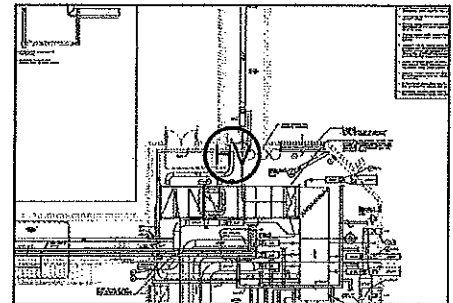


List
Area A Contractor Punch List

Created
Sep 14, 2021 6:05 PM
krosinski@grangerconstructi
on.com

Description
Missing return grille

Last Updated
Nov 4, 2021 8:42 AM



#3774 HVAC

Status
Open

Assignees
britter@tritonservicesinc.com

Sheet
H104A

Type
Issue

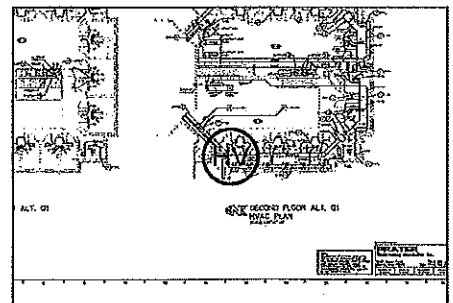
Watchers
britter@tritonservicesinc.com

List
Area B Contractor Punch
List

Created
Sep 14, 2021 6:04 PM
krosinski@grangerconstructi
on.com

Description
Why 3 grilles?

Last Updated
Oct 18, 2021 10:38 AM



#3738 HVAC

Status
Open

Assignees
britter@tritonservicesinc.com

Sheet
A103PL

Type
Issue

Watchers
britter@tritonservicesinc.com

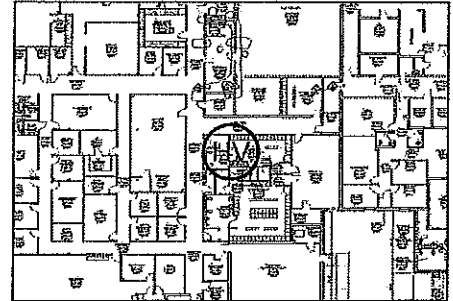
List
Area E Contractor Punch
List

Created
Sep 14, 2021 6:02 PM

Description
Missing transfer air device

krosinski@grangerconstructi
on.com

Last Updated
Oct 15, 2021 7:49 AM



#3727 HVAC

Status
Open

Assignees
britter@tritonservicesinc.com

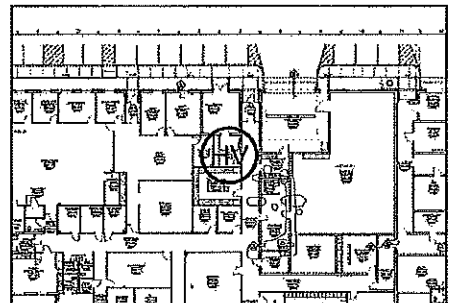
Sheet
A103PL

Type
Issue

Watchers
britter@tritonservicesinc.com

List
Area E Contractor Punch
List

Created
Sep 14, 2021 5:34 PM
krosinski@grangerconstructi
on.com



Description
Prater looking into increasing
air flow for room. They were
unaware of transformer

Last Updated
Oct 14, 2021 3:44 PM

#3705 KBR

Status

Open

Created

Sep 14, 2021 12:52 PM
jwegrzynowski@grangercon
struction.com

Sheet

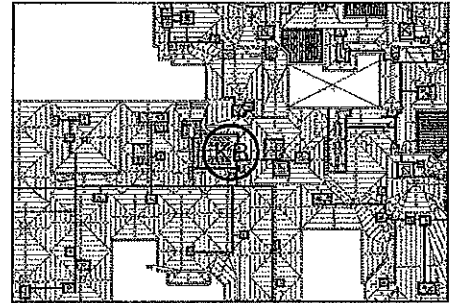
A180

Type

Issue

Last Updated

Sep 22, 2021 10:09 AM



List

Exterior Contractor Punch
List

Description

Per WMA, roof is damaged
from temp stand for chiller
piping.

Photos



20210914_084730_photo
Jeffrey Wegrzynowski
Sep 14, 2021 8:47 AM

#3690 KBR

Status

Open

Created

Sep 13, 2021 6:17 PM

Sheet

A180

Type

Issue

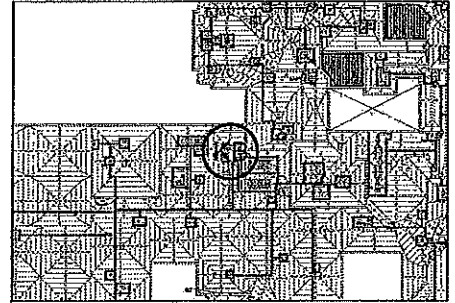
krosinski@grangerconstructi
on.com

List

Exterior Contractor Punch
List

Last Updated

Oct 4, 2021 10:17 AM



Description

Patch penetrations on roof
curbs

#3525 Mechanical

Status

Open

Assignees

britter@tritonservicesinc.com

Sheet

A143PL

Type

Issue

Watchers

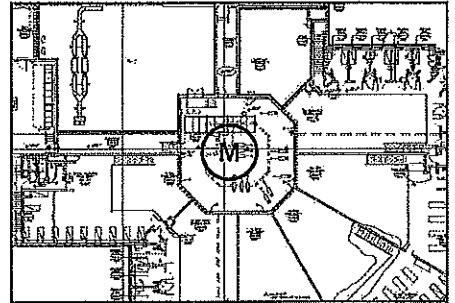
britter@tritonservicesinc.com

List

Area A Contractor Punch List

Created

Sep 13, 2021 11:55 AM
krosinski@grangerconstructi
on.com



Description

Label pipe and equipment

Last Updated

Nov 4, 2021 8:42 AM

#3523 Mechanical

Status

Open

Assignees

britter@tritonservicesinc.com

Sheet

A142PL

Type

Issue

Watchers

britter@tritonservicesinc.com

List

Created

Sep 13, 2021 11:55 AM

1822- 00 Warren County Jail
Lebanon, Ohio
1822- 00

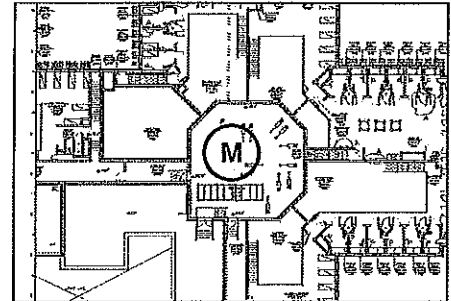


Area B Contractor Punch
List

krosinski@grangerconstructi
on.com

Description
Label pipe and equipment

Last Updated
Oct 28, 2021 5:03 PM



#3520 Mechanical

Status
Open

Assignees
britter@tritonservicesinc.com

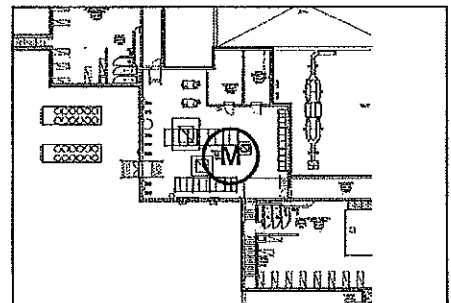
Sheet
A140PL

Type
Issue

Watchers
britter@tritonservicesinc.com

List
Area M Contractor Punch
List

Created
Sep 13, 2021 11:53 AM
krosinski@grangerconstructi
on.com



Description
Label pipe and equipment

Last Updated
Nov 1, 2021 6:26 AM

#3518 Mechanical

Status
Open

Assignees
britter@tritonservicesinc.com

Sheet
A141PL

Type
Issue

Watchers
britter@tritonservicesinc.com

List
Area C Contractor Punch
List

Created
Sep 13, 2021 11:51 AM

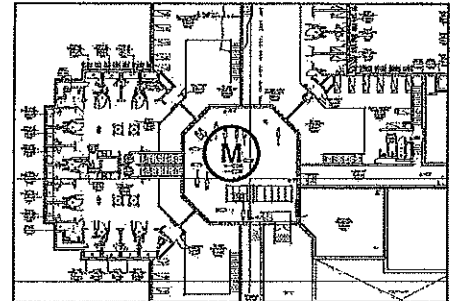
1822- 00 Warren County Jail
Lebanon, Ohio
1822- 00



Description
Label pipe and equipment

krosinski@grangerconstructi
on.com

Last Updated
Nov 2, 2021 4:08 PM



#3327 Pauly Jail

Status
Open

Assignees
bmeyers@paulyjail.com

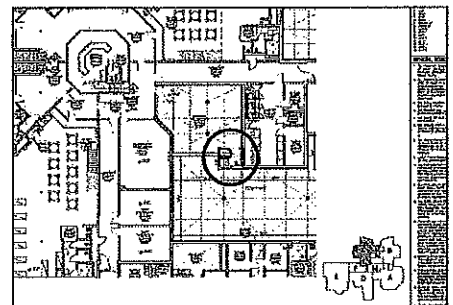
Sheet
A106PL

Type
Issue

Watchers
bmeyers@paulyjail.com

List
Area C Contractor Punch
List

Created
Sep 3, 2021 10:54 AM
krosinski@grangerconstructi
on.com



Description
Finish door hardware and
install glazing

Last Updated
Oct 28, 2021 10:26 AM

#2983 Pauly Jail

Status
Open

Assignees
bmeyers@paulyjail.com

Sheet
A106PL

Type
Issue

Watchers
bmeyers@paulyjail.com

List
Area C Contractor Punch
List

Created
Sep 2, 2021 9:09 PM

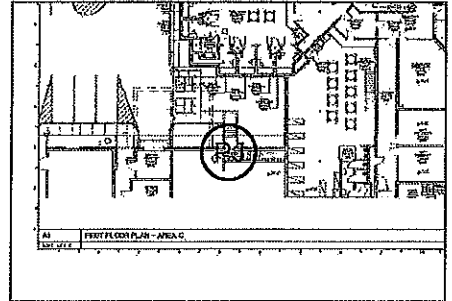
1822- 00 Warren County Jail
Lebanon, Ohio
1822- 00



Description
Finish door hardware

krosinski@grangerconstructi
on.com

Last Updated
Nov 3, 2021 5:49 PM



#2977 Pauly Jail

Status
Open

Assignees
bmeyers@paulyjail.com

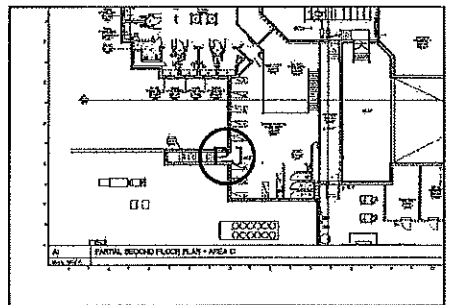
Sheet
A141PL

Type
Issue

Watchers
bmeyers@paulyjail.com

List
Area C Contractor Punch
List

Created
Sep 2, 2021 9:07 PM
krosinski@grangerconstructi
on.com



Description
Finish door hardware

Last Updated
Nov 3, 2021 5:47 PM

#2974 Pauly Jail

Status
Open

Assignees
bmeyers@paulyjail.com

Sheet
A141PL

Type
Issue

Watchers
bmeyers@paulyjail.com

List
Area C Contractor Punch
List

Created
Sep 2, 2021 9:07 PM

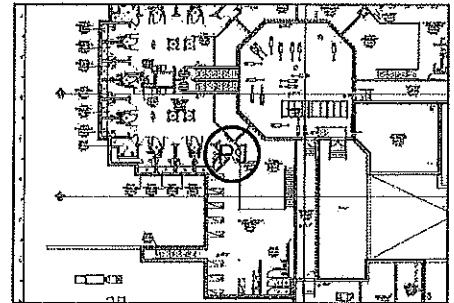
1822- 00 Warren County Jail
Lebanon, Ohio
1822- 00



Description
Finish door hardware adjust closer

krosinski@grangerconstructi
on.com

Last Updated
Nov 3, 2021 5:44 PM



Comments

Complete.

Bob Meyers Oct 20, 2021.

Tape on lock

Kyle Rosinski Oct 21, 2021.

#2890 Pauly Jail

Status
Open

Assignees
bmeyers@paulyjail.com

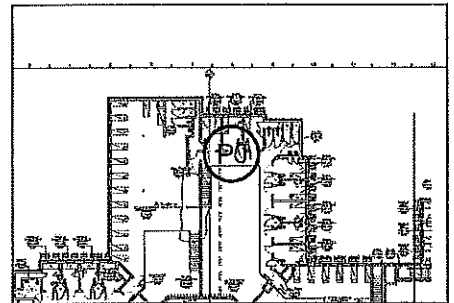
Sheet
A141PL

Type
Issue

Watchers
bmeyers@paulyjail.com

List
Area C Contractor Punch
List

Created
Sep 2, 2021 8:58 PM
krosinski@grangerconstructi
on.com



Description
Finish door hardware

Last Updated
Nov 3, 2021 5:45 PM

Comments

Door rubs frame

Kyle Rosinski Oct 14, 2021.

1822- 00 Warren County Jail
Lebanon, Ohio
1822- 00



#2577 Pauly Jail

Status
Open

Assignees
bmeyers@paulyjail.com

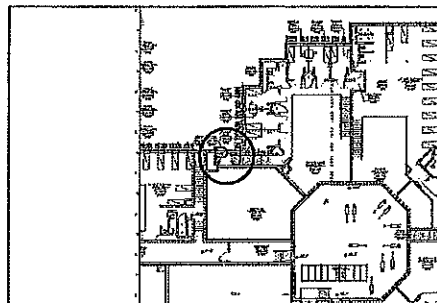
Sheet
A142PL

Type
Issue

Watchers
bmeyers@paulyjail.com

List
Area B Contractor Punch
List

Created
Sep 2, 2021 7:21 PM
jwegrzynowski@grangercon
struction.com



Description
Door hardware needed

Last Updated
Oct 28, 2021 10:26 AM

#2391 WF Bolin

Status
Open

Assignees
krosinski@grangerconstructi
on.com

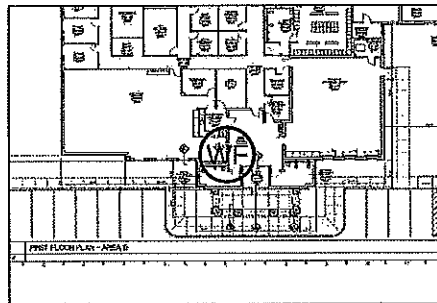
Sheet
A103PL

Type
Issue

Watchers
krosinski@grangerconstructi
on.com
bmeyers@paulyjail.com

List
Area E Contractor Punch
List

Created
Aug 24, 2021 8:49 AM
krosinski@grangerconstructi
on.com



Description
Paint touch up

Last Updated
Nov 3, 2021 5:58 PM

#2042 Pauly Jail

Status
Open

Assignees
bmeyers@paulyjail.com

Sheet
A108PL

Type
Issue

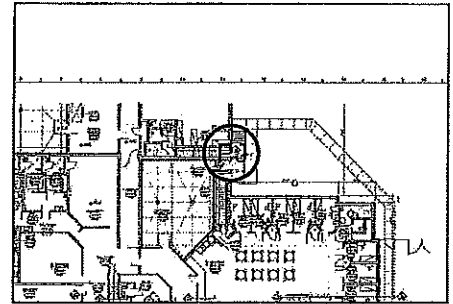
Watchers
bmeyers@paulyjail.com

List
Area A Contractor Punch List

Created
Aug 21, 2021 1:04 PM
krosinski@grangerconstructi
on.com

Description
Install door hardware

Last Updated
Oct 28, 2021 5:21 PM



#2041 Pauly Jail

Status
Open

Assignees
bmeyers@paulyjail.com

Sheet
A108PL

Type
Issue

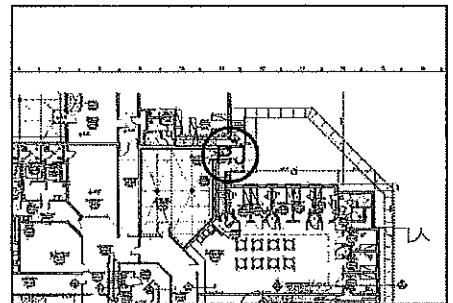
Watchers
bmeyers@paulyjail.com

List
Area A Contractor Punch List

Created
Aug 21, 2021 1:04 PM
krosinski@grangerconstructi
on.com

Description
Install door hardware

Last Updated
Nov 3, 2021 5:43 PM



#2040 Pauly Jail

Status
Open

Assignees
bmeyers@paulyjail.com

Sheet
A108PL

1822- 00 Warren County Jail
Lebanon, Ohio
1822- 00



Type
Issue

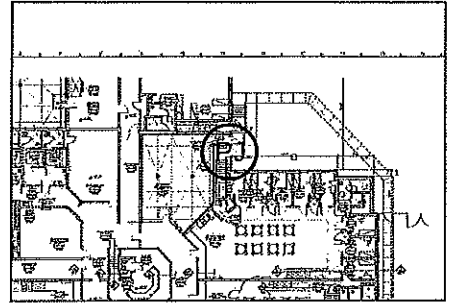
Watchers
bmeyers@paulyjail.com

List
Area A Contractor Punch List

Created
Aug 21, 2021 1:03 PM
krosinski@grangerconstructi
on.com

Description
Install door hardware

Last Updated
Nov 3, 2021 5:43 PM



#1690 Graybach

Status
Open

Assignees
robbie.klein@graybach.com
clint.cottone@graybach.com

Sheet
A104PL

Type
Issue

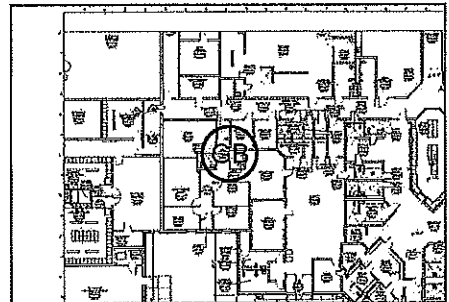
Watchers
robbie.klein@graybach.com
clint.cottone@graybach.com

List
Area D Contractor Punch
List

Created
Aug 21, 2021 10:59 AM
krosinski@grangerconstructi
on.com

Description
Miss frame silencers on door
frame

Last Updated
Oct 5, 2021 8:28 PM



Comments

Complete

Robbie Klein Sep 30, 2021

Why does door have a closer but not installed

Kyle Rosinski Oct 4, 2021

Standard closer approved. Ship date is estimated at 11/1

Robbie Klein Oct 21, 2021

#1688 Graybach

Status

Open

Assignees

robbie.klein@graybach.com
clint.cottone@graybach.com

Sheet

A104PL

Type

Issue

Watchers

robbie.klein@graybach.com
clint.cottone@graybach.com

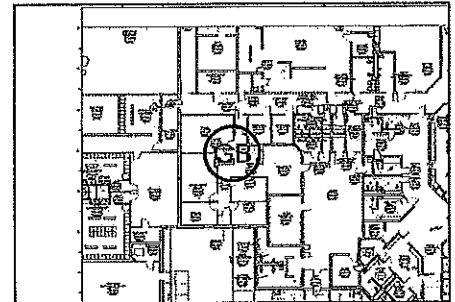
List

Area D Contractor Punch

List

Created

Aug 21, 2021 10:59 AM
krosinski@grangerconstructi
on.com



Description

Miss frame silencers on door
frame

Last Updated

Nov 1, 2021 7:51 AM

Comments

Complete

Robbie Klein Sep 30, 2021

Why does door have a closer but not installed

Kyle Rosinski Oct 4, 2021

Standard closer approved. Ship date is estimated at 11/1

Robbie Klein Oct 21, 2021

#1603 Kitchen Contractor

Status

Open

Created

Aug 21, 2021 8:55 AM
krosinski@grangerconstructi
on.com

Sheet

A105PL

Type

Issue

Last Updated

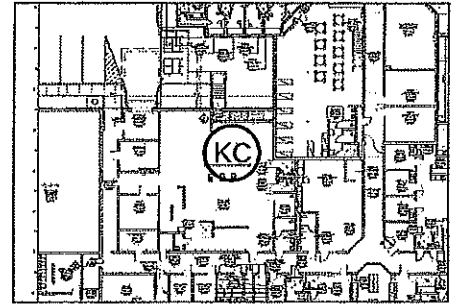
1822- 00 Warren County Jail
Lebanon, Ohio
1822- 00



List
Area F Contractor Punch List

Nov 2, 2021 9:00 AM

Description
Provide keys to access
panels on kitchen hood



Comments

triton didn't receive any key with the kitchen hood that was provided by Granger.

Basem Fallatah Oct 28, 2021

1822- 00 Warren County Jail
Lebanon, Ohio
1822- 00



#530 Mechanical

Status
Open

Assignees
britter@tritonservicesinc.com

Sheet
A180

Type
Issue

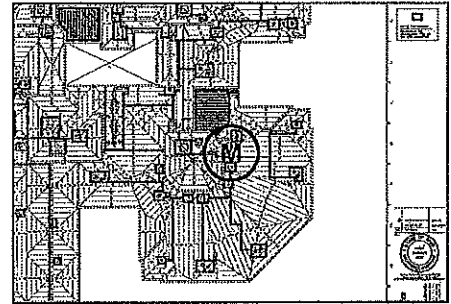
Watchers
britter@tritonservicesinc.com

List
Roof Contractor Punch list

Created
Jun 23, 2021 11:07 AM
jwegrzynowski@grangercon
struction.com

Description
EF-A-13 damaged

Last Updated
Nov 1, 2021 3:37 PM



Comments

field damaged?

Basem Fallatah Oct 15, 2021.

field damaged issue not sure why is it Triton's issue, we could provide quote to fix.

Basem Fallatah Oct 28, 2021.

Photos

1822- 00 Warren County Jail

Lebanon, Ohio

1822- 00



20210623_110723_photo

Jeffrey Wegrzynowski

Jun 23, 2021 11:07 AM

1822- 00 Warren County Jail
Lebanon, Ohio
1822- 00

#383 Quality

Status
Open

Assignees
jwegrzynowski@grangercon
struction.com

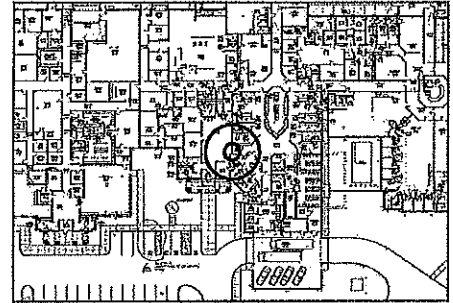
Sheet
A101

Type
Issue

Watchers
jwegrzynowski@grangercon
struction.com

List
Area D Contractor Punch
List

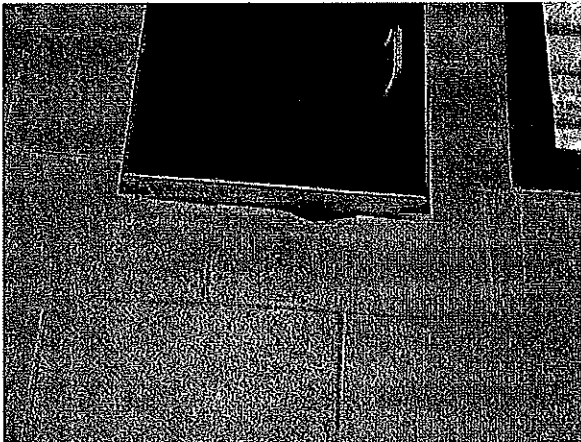
Created
May 26, 2021 10:14 AM
krosinski@grangerconstructi
on.com



Description
Something needed below
package pass

Last Updated
Oct 21, 2021 10:54 PM

Photos



20210526_093807_photo
Kyle Rosinski
May 26, 2021 9:38 AM

#328 Abandoned electrical prep at Kitchen Exhaust Curbs

Status
Open

Assignees
krosinski@grangerconstructi
on.com

Sheet
A180

Type
Issue

Watchers
mmarlow@grangerconstructi
on.com

List
Building Envelope/QA List

krosinski@grangerconstructi
on.com

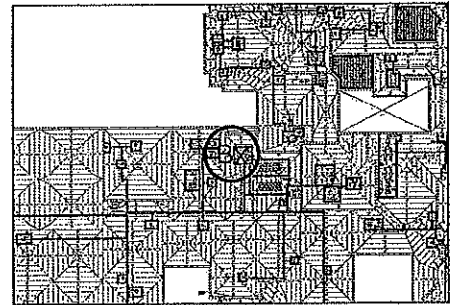
Root Cause
Quality >
Coordination

gregg.granger@grangercons
truction.com

Description
Electrical through curbs--
electrician or roofer to
remedy

Created
Apr 20, 2021 3:19 PM
gregg.granger@grangercons
truction.com

Last Updated
Oct 5, 2021 11:27 AM



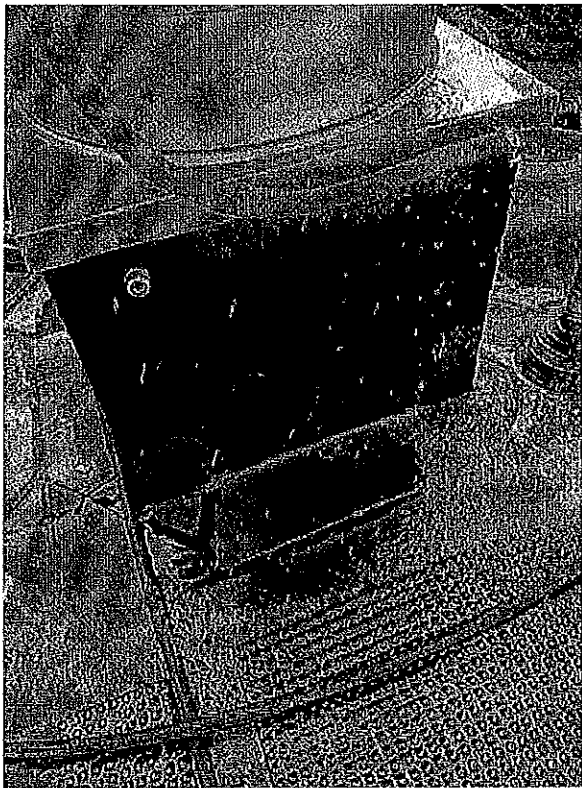
Photos

1822- 00 Warren County Jail

Lebanon, Ohio

1822- 00

GRANGER
ADVANCE THE ART OF BUILDING



20210420_141709_photo

Gregg Granger

Apr 20, 2021 2:17 PM

#24 Mark for Water Testing on Start-Up

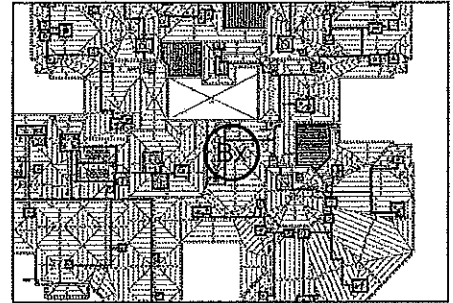
Status
Open

Assignees
gregg.granger@grangerconstr
truction.com

Sheet
A180

Type
Issue

Watchers
krosinski@grangerconstructi
on.com
gregg.granger@grangerconstr
truction.com
mmarlow@grangerconstructi
on.com



List
Building Envelope/QA List

Description
Water test at units
Duct test? Negative or
positive?

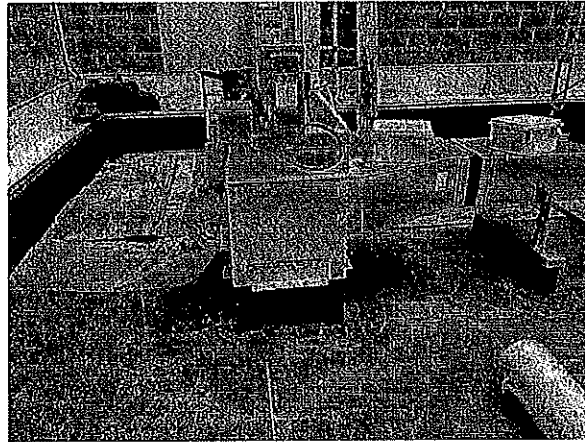
Created
Mar 11, 2021 11:00 AM
gregg.granger@grangerconstr
truction.com

Last Updated
Oct 5, 2021 10:27 AM

Photos



20210311_100143_photo
Gregg Granger
Mar 11, 2021 11:01 AM



20210311_100134_photo
Gregg Granger
Mar 11, 2021 11:01 AM

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1539

Adopted Date November 09, 2021

ENTER INTO AN ENGINEERING SERVICES CONTRACT WITH FISHBECK ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

BE IT RESOLVED, to enter into an engineering service contract with Fishbeck, 11353 Reed Hartman Highway, Suite 500, Cincinnati, OH 45241 for engineering services for the Turtlecreek Subdivision Drainage Improvements. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Fishbeck
Engineer (file)



September 6, 2021

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

Dear Board of County Commissioners:

We have reviewed Statements of Qualifications, per the ORC for the Greentree Road drainage study. We have ranked the consultants as follows:

1. Fishbeck
2. Choice One Engineering
3. Apex Engineering and Surveying

Thus, we negotiated with Fishbeck and have reached an acceptable contract price for the professional services.

Should you have any questions or require additional information concerning this contract, feel free to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles E. Petty".

Charles E. Petty, P.E.
Assistant Warren County Engineer

WARREN COUNTY ENGINEER'S OFFICE

ADMINISTRATION and ENGINEERING
210 W Main St. Lebanon, OH 45036
Telephone (513) 695-3301 Fax (513) 695-7714

HIGHWAY MAINTENANCE, PERMITS, and INSPECTION
105 Markey Rd. Lebanon, OH 45036
Telephone (513) 695-3336 Fax (513) 695-3323

**CONSULTING SERVICES CONTRACT FOR
ENGINEERING SERVICES
TURTLE CREEK SUBDIVISION DRAINAGE IMPROVEMENTS**

THIS IS AN AGREEMENT, made as of the date stated below, between the Warren County Board of 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 Fishbeck, 11353 Reed Hartman Highway, Suite 500, Cincinnati, OH 45241, a Corporation organized, duly licensed and existing under the laws of the State of Ohio, hereinafter referred to as the "ENGINEER."

COUNTY ENGINEER intends to develop a plan to prevent flooding, hereinafter referred to as the PROJECT. In order to proceed with the PROJECT, Engineering Services must be completed, which are part of services to be provided by ENGINEER.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional Design 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 ENGINEER shall perform professional services as hereinafter stated, which include customary civil engineering services incidental thereto.
- 1.2 ENGINEER shall perform tasks for the PROJECT in accordance with the scope of services attached and made a part of this contract and identified as Exhibit 1, hereinafter referred to as "Basic Services".
- 1.3 ENGINEER shall furnish to the COUNTY ENGINEER one copy of all electronic files regarding the PROJECT on a compact disk.

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

- 2.1 If authorized in writing by OWNER and COUNTY ENGINEER, ENGINEER shall furnish or obtain from others Additional Services, which are not considered normal or customary Basic Services. Such services are set forth in Exhibit 1, and identified as "if authorized" services.

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.

- 3.2 Assist ENGINEER by placing at his disposal all available information pertinent to 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 restrictions, 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 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 ENGINEER.
- 3.6 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.
- 3.7 Bear all costs incidental 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. ENGINEER'S obligation to render services hereunder will extend for the period of time that may reasonably be required for the Traffic Engineering Services of the PROJECT, including extra work and required extensions thereto.

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 set forth in Section 1 hereof to the COUNTY ENGINEER for the PROJECT, for a **lump sum fee of \$ 8,600.00.**

5.2 Times of Payments

- 5.2.1 ENGINEER shall submit monthly progress reports for Basic and Additional Services rendered. The progress reports will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. No payment will be processed without a monthly progress report. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.

5.3 Other Provisions Concerning Payments

- 5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty (60) days after receipt of ENGINEER'S statement therefore, the amounts due ENGINEER shall include a charge at the rate of one percent (1%) per month from said 60th day, and in addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due for services and expenses.
- 5.3.2 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 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 either party upon thirty (30) 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. If this agreement is terminated, ENGINEER shall be paid for services performed to the termination date.

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.

6.4 Successors and Assigns

- 6.4.1 OWNER, COUNTY ENGINEER and ENGINEER each bind himself and his 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 may deem appropriate to assist him 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, COUNTY ENGINEER 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" AND "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. Tiffany Zindel, 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. 513-695-3309
---	---

Fishbeck.
Attn: John Pease, P.E.
11353 Reed Hartman Highway, Suite 500
Cincinnati, OH 45241
Ph. 513-469 2370

6.12 Insurance

ENGINEER shall carry comprehensive general and professional liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Contract. ENGINEER 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, 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. ENGINEER shall provide COUNTY ENGINEER with a certificate of insurance evidencing such coverage, which further requires and provides for thirty (30) days written notice of cancellation or non-renewal to COUNTY ENGINEER. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

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

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

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

Exhibit 1

SECTION 8 - ENTIRE AGREEMENT

This Agreement (consisting of pages 1 to 7, inclusive), together with the Exhibit and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibit and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by all parties.

SECTION 9 - INDEMNIFICATION

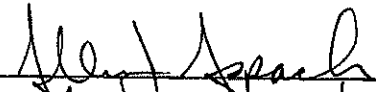
ENGINEER will defend, indemnify, protect, and save OWNER and COUNTY ENGINEER from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by ENGINEER, its agents, employees, licensees, contractors, or subcontractors pursuant to the performance of services under this agreement; (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.

[the balance of this page is intentionally left blank]

SECTION 10 – EXECUTION

ENGINEER :


IN EXECUTION WHEREOF, Fishbeck., an Ohio corporation for profit, has caused this Agreement to be executed on the date stated below by Allen J. Aspacher, whose title is Vice President, pursuant to a corporate Resolution authorizing such act.

SIGNATURE: 
PRINTED NAME: Allen J. Aspacher
TITLE: Vice President
DATE: 10/18/2021

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 on the date stated below by David G. Young, its President, pursuant to Resolution No. 21-1539 dated 11-9-21.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 
PRINTED NAME: David G. Young
TITLE: President
DATE: 11-9-21

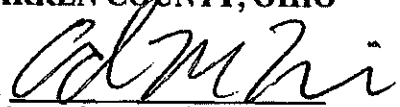
RECOMMENDED BY:

**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

September 8, 2021

Exhibit 1

Charles E. Petty, PE
Assistant County Engineer
Warren County Engineer's Office
210 West Main Street
Lebanon, OH 45036

**Proposal for Professional Services
Turtlecreek Subdivision Drainage Ditch Evaluation, Turtlecreek Township**

Dear Chuck:

Fishbeck is pleased to provide this proposal for engineering services to evaluate the Turtlecreek Subdivision drainage ditch along the back property line of homes on the north side of Hoffman Road in Turtlecreek Township, Warren County, Ohio. Our understanding of the project is based on discussions between Charles Petty of the Warren County Engineer's Office (WCEO) and John Pease and Haley Miller of Fishbeck on August 31, 2021.

Scope of Services

Fishbeck will evaluate the drainage in an approximate area of 60 acres. The drainage evaluation will include the following tasks:

Hydrologic and Hydraulic Analysis

- A Fishbeck engineer will visit the site and walk the drainage path to characterize the drainage features and identify possible drainage problem areas. The data gathered during this site visit, watershed information gathered from online sources, and data provided by the WCEO will be used to develop hydrologic and hydraulic models of the watershed draining approximately 60 acres into the Turtlecreek Subdivision drainage ditch.
- Fishbeck will evaluate the drainage system for the stormwater runoff resulting from a 25-year and 100-year return interval, 24-hour duration storm. The rainfall depth for these storms will be obtained from the *National Oceanic and Atmospheric Administration (NOAA) Atlas 14, Volume 2*. We will perform a hydrologic analysis using the Natural Resources Conservation Service (NRCS) WinTR-55 Urban Hydrology for Small Watersheds program to obtain the peak 25-year and 100-year runoff values. The parameters to be used in the program including Curve Number (CN) and time of concentration (TC) will be based on observations of the land use, soil types, and topography for the site.
- The WCEO will be responsible for providing as-built construction plans and/or survey data for the following:
 - Grading and drainage plans for the residential development along Hoffmann Avenue.
 - Culvert sizes, lengths, materials, and inlet/outlet invert elevations for culverts in the Turtlecreek Drainage ditch.
 - Centerline elevation grade profile for the drainage ditch/stream along the north side of Hoffmann Avenue.
 - GIS data sufficient to delineate the watershed draining the area defined in the first paragraph under this scope of services.

- Once all the drainage features have been identified and measured in the field by the WCEO or determined from as built plans and the hydrologic analysis completed to obtain the peak runoff flows, Fishbeck will prepare a hydraulic model of the drainage ditch using the U.S. Army Corps of Engineers HEC-RAS program. We will run the HEC-RAS model to obtain the 25-year and 100-year flood profiles for the drainage ditch.

Drainage Alternatives

The results of the HEC-RAS model analysis will be evaluated to determine the adequacy of the existing drainage ditch, the twin 48-inch culverts across Beckett street and twin 36-inch culverts at Williams Street for the 25-year flood and 100-year flood, in accordance with the Warren County Rules and Regulations for the Design of Storm Sewer and Stormwater Management Systems.

Based on the HEC-RAS model results, Fishbeck will develop conceptual plans for improvements to the drainage ditch to improve storm water drainage and potentially detention along the north property line of the homes on Hoffmann Avenue. The proposed improvements will be evaluated using the HEC-RAS model to verify the adequacy of the drainage improvements.

Drainage Evaluation Report

Fishbeck will prepare an engineering report to summarize the hydrologic and hydraulic analysis, as well as drainage system improvement alternatives. The report will include a recommendation for the drainage system improvements that provide the greatest reduction in flooding to the properties along Hoffman Avenue. Three copies of the report will be provided to the WCEO.

Professional Services Fees

Fishbeck is ready to begin immediately following the Notice to Proceed and acceptance of the attached Professional Services Agreement. We anticipate that it will take approximately one month to complete once we receive the data from the WCEO identified above.

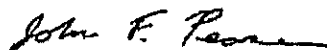
We propose to provide the above-described Scope of Services for a not-to-exceed fee of Eight Thousand Six Hundred Dollars (\$8,600).

Authorization

Attached is our Professional Services Agreement; however, we are aware that the WCEO may prefer to use their own contract form. If a WCEO contract form is to be used, Fishbeck will review the terms and conditions of the contract and work with the WCEO to reach an acceptable agreement. If you prefer to use the Fishbeck Professional Services Agreement and concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Dawn M. Smith (dmsmith@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 513.247.8577 or jpease@fishbeck.com.

Sincerely,



John F. Pease, PE
Water & Wastewater Engineer



Allen J. Asbacher, PE
Vice President/Senior Project Manager

Attachments
Email

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF Hamilton

I, Gregory A. Thaez, holding the title and position of Senior Vice President at the firm Fishbein, 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.

Gregory A. Thaez
AFFIANT

Subscribed and sworn to before me this 1st
November 20 21

Dawn M. Smith
(Notary Public),

Hamilton County.

My commission expires August 11 20 24



DAWN M. SMITH
Notary Public, State of Ohio
My Commission Expires
August 11, 2024

Resolution

Number 21-1540

Adopted Date November 09, 2021

ENTER INTO A TEMPORARY RIGHT OF ENTRY AND WORK AGREEMENT WITH STEVEN J. AND RENATE A. KELLY FOR THE EAST LOWER SPRINGBORO ROAD CHANNEL MAINTENANCE PROJECT

WHEREAS, in order to improve the public safety of Lower Springboro Road a channel maintenance project is to be constructed, and it is necessary to enter onto the property, parcel #09-36-251-013 located at 555 E. Springboro Road, Springboro, OH 45066 which is owned by Steven J. and Renate A. Kelly, Grantors; and

WHEREAS, in order to complete this work; Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove fallen trees along Clear Creek and remove trees prone to stream washout that would be used in installation of stream channel protection. Prior to Grantee removing any trees, Grantee shall mark and Grantor shall approve trees located outside of the Road Right-of-Way designated for removal.
2. Cut trees and limbs that would be used in installation of stream channel protection.
3. Anchor cut and removed tree trunks and limbs to the streambank along Clear Creek. Purpose of trees is to allow creek to bend a way from Grantors' driveway and embankment of Lower Springboro Road.
4. Store materials for stream channel work during installation period. Vehicles may be temporarily parked in ex. Paved basketball area.
5. Grantor shall have access to Lower Springboro Road at all times. Grantee shall not block Grantors' driveway.
6. Grantee shall restore any damage or impact to Grantors' driveway and yard by making necessary repairs by adding/grading gravel/asphalt and /or topsoil material and seeding and mulching impacted areas.
7. Initial Work timeframe shall be about 5 workdays and coordinated with Grantor. Within 1 yr. of execution, Grantee may access to inspect and maintain improvements, with proper notice provided and granted.

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a temporary right of entry and work agreement with the property owner; and

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Right of Entry and Work Agreement with Steven J. and Renate A. Kelly, a copy of which is attached hereto, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Kelly, Steven & Renate
Engineer (file)

TEMPORARY RIGHT OF ENTRY AND WORK AGREEMENT

This agreement is entered into on the date stated below by Steven J. and Renate A. Kelly, husband and wife, whose tax mailing address is 555 East Lower Springboro Road, Springboro, Ohio 45066 (hereinafter the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee"), and the Grantor and Grantee are referred to collectively herein as the "Parties."

Witnesseth:

In order to improve the public safety of Lower Springboro Road, a channel maintenance project is to be constructed. In order to prevent washout of the embankment holding East Lower Springboro Road, it is necessary to enter onto property owned by Grantors. The subject real estate is located at 555 East Lower Springboro Road, Springboro, Ohio 45066, identified as Parcel #09-36-251-013. Grantee requests permission from Grantors to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove fallen trees along Clear Creek and remove trees prone to stream washout that would be used in installation of stream channel protection. Prior to Grantee removing any trees, Grantee shall mark and Grantor shall approve trees located outside of the Road Right-of-Way designated for removal.
2. Cut trees and limbs that would be used in installation of stream channel protection.
3. Anchor cut and removed tree trunks and limbs to the streambank along Clear Creek. Purpose of trees is to allow creek to bend away from Grantors driveway and embankment of Lower Springboro Road.
4. Store materials for stream channel work during installation period. Vehicles may be temporarily parked in ex. Paved basketball area.
5. Grantor shall have access to Lower Springboro Road at all times. Grantee shall not block Grantors' driveway.
6. Grantee shall restore any damage or impact to Grantors' driveway and yard by making necessary repairs by adding/grading gravel/asphalt and/or topsoil material and seeding and mulching impacted areas.
7. Initial Work timeframe shall be about 5 workdays and coordinated with Grantor. Within 1 yr of execution, Grantee may access to inspect and maintain improvements, with proper notice provided and granted.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property to its original condition, but not better than any pre-existing condition.

Now, therefore, in consideration of the mutual promises, agreements and covenants herein contained, the Parties hereby agree that the Grantee shall pay to Grantor the sum of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, as the entire amount of compensation to Grantor for granting to the Grantee, its agents, contractors, subcontractors and representatives the rights, interests and privileges described herein, including the irrevocable right to entry upon, occupy and have exclusive possession of the real property described in Exhibit A to complete the aforementioned Items of Work for the Project.

This Right of Entry and Work Agreement shall bind and inure to the benefit of each Party hereto and their respective heirs, successors and assigns,

IN EXECUTION WHEREOF, Steven J. Kelly and Renate A Kelly, husband and wife, the Grantors herein, have hereunto set their hands on the date stated below.

Grantors:

Signature: Steven J Kelly

Printed Name: Steven J. Kelly

Date: Nov 3, 2021

Signature: Renate A Kelly

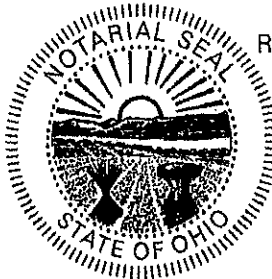
Printed Name: Renate A. Kelly

Date: Nov 3, 2021

STATE OF Ohio, COUNTY OF Warren, ss.

BE IT REMEMBERED, that on this 3rd day of November 2021, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to me to be Steven J. Kelly and Renate A. Kelly, husband and wife, being the Grantors in the foregoing Agreement, and acknowledge the signing thereof to be his voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



ROBERTA J. APKING
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
5/20/23
Recorded in
Warren County

Notary Public: Roberta J. Apking
My commission expires: 5/20/23

[the remainder of this page is blank]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by David G. Young, its President on the date stated below, pursuant to Resolution Number 81-1540, dated 11.9.21.

Grantee:

Signature: [Signature]

Printed Name: David G. Young

Title: President

Date: 11.9.21

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 9 day of November, 2021 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be David G. Young, President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and acknowledged the signing thereof to be ___ voluntary act and deed, and pursuant to the Resolution authorization ___ to act.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Notary Public: Krystal Lynn Powell
My commission expires: July 15, 2026

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]
Adam Nice, Assistant Prosecutor
520 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1399

Email: Adam.Nice@co.warren.oh.us



KRYSTAL LYNN POWELL
NOTARY PUBLIC • STATE OF OHIO
Comm. No. 2021-RE-834386
My Commission Expires July 15, 2026

Steven J. and Renate A. Kelly
555 East Lower Springboro Road
Area included in Stream Channel Protection Right-of-Entry

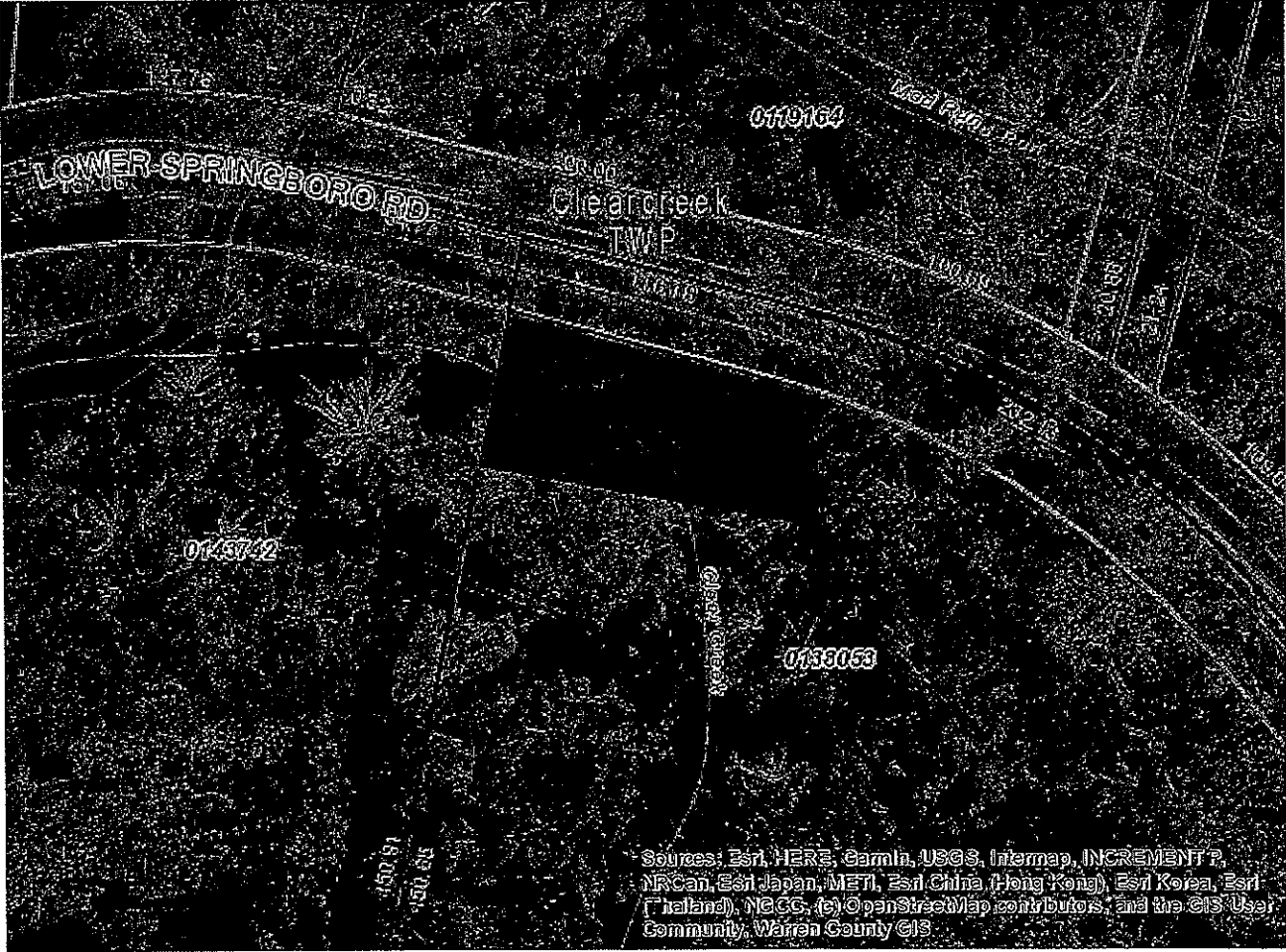


Exhibit A

Resolution

Number 21-1541

Adopted Date November 09, 2021

APPROVE AGREEMENT AND ADDENDUM WITH HOPE HAVEN FOR GIRLS
RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF
WARREN COUNTY CHILDREN SERVICES.

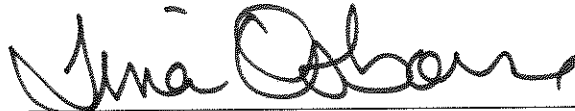
BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with Hope Haven for Girls relative to home placement and related services for calendar year 2021, on behalf of Children Services as attached hereto and made a part hereof:

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

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

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Hope Haven for Girls
Children Services (file)

Ohio Department of Job and Family Services

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Warren County Children Services, a Title IV-E Agency, hereinafter "Agency," whose address is:

Warren County Children Services
416 S East St
Lebanon, OH 45036

and Hope Haven for Girls, hereinafter "Provider," whose address is:

Hope Haven for Girls
1418 Princeton Dr
Dayton, OH 45406

Collectively the "Parties."

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RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter 5153 for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter 5153.16 to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws of the State of Ohio or in the state where the placement facility or foster home is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions, and is licensed, certified or approved to provide placement and related services to children in accordance with Ohio law or the state where the placement facility or foster home is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I-Scope of Work.

Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **06/01/2021** through **05/31/2022**, unless this Agreement is suspended or terminated pursuant to Article IX prior to the termination date.

In addition to the initial term described above, this Agreement may be extended at the option of the Agency and upon written agreement of the Provider. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I – Scope of Work; then
- B. Exhibit II – Request for Proposals (if applicable); then
- C. Exhibit III – Provider's Proposals (if applicable); then
- D. Exhibit IV – Title IV-E Schedule A Rate Information.

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, addenda and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC) 5101:2-1-01 and any related cross-references.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
 - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 - 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or

assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
 2. Child Alleging Physical or Sexual Abuse/Neglect;
 3. Death of Child;
 4. Illicit drug/alcohol use, Abuse of medication or toxic substance;
 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 7. School Expulsion/Suspension (formal action by school);
 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 9. Victim of assault, neglect, physical or sexual abuse;
 10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:

1. When physical restraint is used/applied; and
2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline/assigned Caseworker or by other established notification system.

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been

completed.

- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
 - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 - 2. To comply with the medical consent process as identified by Agency;
 - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
 - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1 and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:
 - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
 - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.

- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 - 1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 - 2. Billing date and the billing period.
 - 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 - 4. Admission date and discharge date, if available.
 - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost.
 - b. Transportation, allowable maintenance cost.
 - c. Transportation; allowable administration cost.
 - d. Other Direct Services; allowable maintenance cost.
 - e. Behavioral health care; non-reimbursable cost.
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$100,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for

administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.

- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Addendum to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5)

calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.

- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be

as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
 - 1. Ensure the security and confidentiality of data;
 - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

ODJFS
ATTN: Licensing
P.O. Box 183204
Columbus, OH 43218-3204

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
 - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(A)(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic

Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with ORC 5103.0323.
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with OAC 5101:2-47-26.2. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC 5101.11, ORC 5101.14, and OAC 5101:2-47-01.
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
 - 1. OAC 5101:2-47-11: "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
 - 2. OAC 5101:2-47-26.1: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
 - 3. OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
 - 4. JFS 02911 Single Cost Report Instructions.
 - 5. For Private Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
 - 6. For Public Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
 - 7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.

2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. AMENDMENTS

This Agreement, Addenda, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written amendment signed by both parties; however, it is agreed by the parties 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. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written amendment signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this Agreement is prospective in nature.

Article XVI. NOTICE

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to	Warren County Children Services 416 S East St Lebanon, OH 45036
if to Provider, to	Hope Haven for Girls 1418 Princeton Dr Dayton, OH 45406

Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Addenda, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with

ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.

- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
1. Additional insured endorsement;
 2. Product liability;
 3. Blanket contractual liability;
 4. Broad form property damage;
 5. Severability of interests;
 6. Personal injury; and
 7. Joint venture as named insured (if applicable).
- Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.
- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees' "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and
 8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in

General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

E. Workers' Compensation insurance at the statutory limits required by Ohio Revised code.

F. The Provider further agrees with the following provisions:

1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement

including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s)' employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

- 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a BCII check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
- 2. Provider shall not assign any individual to work with or transport children until a BCII report and a criminal record transcript has been obtained.
- 3. Except as provided in Section C below, Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.
- 4. Provider agrees to be financially responsible for any audit findings resulting in financial penalty due to lack of compliance with the criminal records checks requirements in OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.

B. Transportation of Child

- 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in ORC 4511.81.
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
- 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of, or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

- 1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of OAC 5101:2-07-02(I) as follows:
 - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitative standards of OAC 5101:2-7-02 have been met.
 - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with OAC 5101:2-5-09 have been met.
- 2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in OAC 5101:2-7-09, OAC 5101:2-9-21, and OAC 5101:2-9-22

Article XXIV. FINDINGS FOR RECOVERY

ORC 9.24 prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in ORC Chapters 3119, 3121, 3123, and 3125.

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with ORC 5719.042. Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the

State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. SEVERABILITY

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

Article XXXIII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider: <i>Sharita Williams</i>	<i>70-6-21</i>
Printed Name Hope Haven for Girls	Date
Agency: <i>Sharon Walker</i>	
Printed Name Warren County Children Services	Date <i>11-4-21</i>

APPROVED AS TO FORM

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

Ohio Department of Job and Family Services
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION
OF
CHILD PLACEMENT**

ADDENDA TO AGREEMENT

This Addenda sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between

a Title IV-E Agency, hereinafter "Agency," whose address is

hereinafter "Provider," whose address is:

IV-E Agency Name Warren County Children Services		
Street/Mailing Address 416 S East St		
City Lebanon	State OH	Zip Code 45036

and

Provider Hope Haven for Girls		
Street/Mailing Address 1418 Princeton Dr		
City Dayton	State OH	Zip Code 45406

Contract ID : 19239318

Originally Dated :06/01/2021 to 05/31/2022

Ohio Department of Job and Family Services
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR
THE PROVISION
OF
CHILD PLACEMENT**

Amendment Number 1 :

Amendment Reason:

OTHER

Amendment Begin Date:

06/01/2021

Amendment End Date :

05/31/2022

Increased Amount:

\$0.00

Article Name:

Article I. Scope of Placement Services

Amendment Reason Narrative:

Addendum #1 attached. See Addendum #1 for details.

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency : Warren County Children Services
 Run Date: 09/30/2021
 Provider / ID : Hope Haven for Girls/ 14945306
 Contract Period : 06/01/2021 - 05/31/2022

Service Description	Service ID	Person ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Group : Home :	5509663			\$20.59	\$154.41							\$175.00	06/01/2021	05/31/2022

**ADDENDUM 1 TO AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS
FOR THE PROVISION OF CHILD PLACEMENT**

WHEREAS, the parties to the Agreement seek to amend certain terms and conditions of the Ohio Department of Job and Family Services standard Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement;

NOW THEREFORE, the parties agree that the Agreement shall include the following Amendments, additional terms, and conditions that address Provider and Agency responsibilities.

AMENDMENT #1:

Wherever referenced herein and throughout the Agreement, the terms "Agency" or "Warren County Children Services" shall refer to the Warren County Board of County Commissioners, contracting authority for Warren County Children Services, entering into this Agreement on behalf of Warren County Children Services.

AMENDMENT #2:

Article V, subsection (I) shall be amended to add the following language:

3. When a strip search or cavity search is conducted.

AMENDMENT #3:

The following provisions shall be added to Article V of the Agreement:

AA. Any notification required pursuant to subsections (G), (H), or (I) of Article V shall require verbal contact with an Agency representative. Leaving a voicemail shall not constitute notification under these sections.

BB. Provider shall make available for immediate inspection upon request by the Agency any and all written policies and procedures for operation of the facility, including, but not limited to, policies relating to use of physical restraint; searches, including policies for strip searches, and cavity searches; and policies for medication administration.

AMENDMENT #4:


Article VI, subsection (H) of the Agreement shall be amended as follows:

The language that states "thirty (30) calendar days" shall be replaced with "twenty-four (24) hours, not to exceed thirty (30) calendar days."

ALL TERMS AND CONDITIONS OF THE STANDARD AGREEMENT NOT SPECIFICALLY AMENDED, MODIFIED, ADDED, OR DELETED HEREBY SHALL REMAIN IN FULL FORCE AND EFFECT

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 21-1541 dated October 2021 11/9/21 and by the duly authorized Sharika Williams of Hope Haven for Girls [Provider].

SIGNATURES OF PARTIES:



President
Warren County Board of Commissioners
Date 11-9-21

Sharika Williams

Provider
Date 10-6-21

Reviewed by:

Deborah Walker

Director
Warren County Children's Services

Approved as to Form:

Kathryn M. Horvath

Kathryn M. Horvath
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Montgomery

I, Shariha Williams, holding the title and position of Director at the firm Hope Haven for Girls, 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.

Shariha Williams

AFFIANT

Subscribed and sworn to before me this 6th day of

October 20 21

Carolyn T Lomax
(Notary Public),

Montgomery County.

My commission expires November 28 20 22



Carolyn T Lomax, Notary Public
In and for the State of Ohio
My Commission Expires Nov. 28, 2022

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1542

Adopted Date November 09, 2021

ADVERTISE FOR BIDS FOR THE SOCIALVILLE TRANSMISSION WATER MAIN –
CONTRACT 2 PROJECT

BE IT RESOLVED, to advertise for bids for the Socialville Transmission Water Main – Contract 2 Project for the Warren County Water and Sewer Department; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation two weeks prior to the bid opening date, and to advertise and make the bidding documents available on the Warren County website, with bid opening to occur on Thursday, December 2, 2021 @ 11:00 a.m.

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

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

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KP

cc: Water/Sewer (file)
OMB Bid file

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1543

Adopted Date November 09, 2021

ENTER INTO A FIRE PROTECTION SERVICES AGREEMENT WITH CINTAS FIRE PROTECTION ON BEHALF OF THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to enter into a Fire Protection Services Agreement with Cintas Fire Protection on behalf of the Warren County Water and Sewer Department for annual fire extinguisher inspections, copy of said professional services agreement attached hereto and made a part hereof.

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

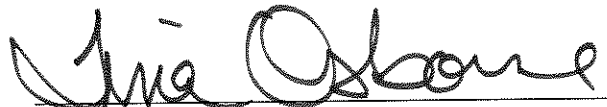
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: c/a—Cintas Fire Protection
Water/Sewer (file)



Cintas Fire Protection
 Dustin Huff | Sales Specialist
 Cintas Corporation – Fire Protection
 Mobile: 513-600-0772
 2909 E Crescentville Rd. West Chester, OH 45069

Fire Protection Services Agreement

Fire Extinguishers | Emergency Lighting | Restaurant | Industrial Systems | Fire Alarms | Fire Sprinklers

Customer Name: Warren County Water and Sewer (Customer) Effective Date: 10/5/2021

Service Address: Multiple Sites City: State: Zip:

Phone: 513-695-2729 Fax:

Contact Name: Don Brewer Contact Title: Control Systems Manager E-mail: donald.brewerjr@co.warren.oh.us

Billing Name: Billing Address:

City: State: Zip: Billing Phone: Billing Fax:

AP Contact Name: AP Contact Phone:

AP Contact Email: Payment Terms:

Purchase Order: — Payment Portal: No Yes Name of portal

QUANTITY	SERVICE DESCRIPTION	NEXT SERVICE DATE	FREQUENCY	COST
Each	Annual Fire Extinguisher Inspection		Annual	\$1.75/each
	Service Charge			\$40.00

Taxes, Permits, Parts, and Repairs are in addition to the prices quoted above

THIS AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS PRESENTED ON THE FOLLOWING PAGES 2-6 OF THIS DOCUMENT. BY ENTERING INTO THIS AGREEMENT, INCLUDING ALLOWING CINTAS TO PROCEED WITH PROVIDING ANY GOODS OR SERVICES TO YOU, YOU ACKNOWLEDGE AND ACCEPT ALL OF THE FOLLOWING TERMS AND CONDITIONS.

TERMS AND CONDITIONS

1. **Parties.** This agreement ("Agreement") is between Cintas Corporation No. 2 d/b/a Cintas Fire Protection ("Cintas" or "Seller"), and the customer and/or owner, lessor, lessee, and/or tenant of the real property ("Premises") and/or fire equipment identified herein ("Customer"), and it supplements and incorporates any price quotation offered to Customer by Cintas. Should the identified Customer not be the owner of the property, the Customer warrants and represents that it is an authorized agent of the property owner, lessor, lessee, and/or tenant and that it may enter into this Agreement on the latter's behalf. The Agreement expressly includes these Terms and Conditions, which Customer acknowledges and agrees are material to and an integral part of this Agreement. By signing this Agreement, Customer acknowledges that it has received all of the Agreement, has read and understood this Agreement and the Terms and Conditions, and confirms its unequivocal agreement there with. Customer agrees that these Terms and Conditions govern the provision of any goods or services related to fire protection and/or alarm systems of any type previously or hereinafter provided ("Fire Protection Services"), except for monitoring services provided pursuant to a separate monitoring agreement, and no terms not specifically agreed upon by Cintas in writing will be binding on Cintas. Customer understands and agrees that the provisions of the Agreement and of these Terms and Conditions inure to the benefit of Cintas's employees, agents, officers, directors, owners, parents, subsidiaries, and affiliates. The effective date of this Agreement is the earlier of the date that this Agreement is signed by Customer or that Cintas provides Fire Protection Services to Customer ("Effective Date").
2. **Subcontracting and Agency for Third-Party Contracting.** Cintas may subcontract the services to be performed under this Agreement. Customer acknowledges and agrees that all provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Cintas to provide any service to Customer ("Subcontractor") and that they bind Customer to each such Subcontractor(s) with the same force and effect as they bind Customer to Cintas. (Accordingly, when used in this Agreement, the term "Cintas" includes any such Subcontractors, Cintas employees, and agents.) Customer acknowledges that Subcontractors are independent companies and have no affiliation with Cintas. Customer further understands and acknowledges that to the extent Customer's Systems utilize proprietary or specialized elements or technologies, it may be necessary to contract with certain third parties who possess the necessary proprietary or specialized certifications, technologies, or equipment required to perform or complete the installation, repair, testing, inspection, or maintenance of these Systems requested by Customer ("Specialized Work"). Such third parties may include (but are not limited to) Johnson Controls or Siemens. ~~Customer understands that the terms of such third-party agreements may include terms different from those included in this Agreement with Cintas, including (but not limited to) terms relating to defense, indemnification, limitation of liability, disclaimer of warranties, and insurance. Customer acknowledges and agrees that Cintas will not subcontract such Specialized Work but instead enter into such third-party agreements on the Customer's behalf. Customer irrevocably appoints Cintas as its agent for the limited purpose of entering into agreements on Customer's behalf (and not on behalf of Cintas) with such third parties for the performance of this Specialized Work on Customer's Systems and understands that Customer will thereby be bound by all terms contained in such third-party agreement. Customer irrevocably appoints Cintas as its agent to communicate with such third parties concerning all matters related to this Agreement. Customer further acknowledges and agrees that Cintas shall be a third-party beneficiary of such third-party agreement and that Cintas will enjoy the same benefit of the terms of such third-party agreement as the third party; provided, however, that if this Agreement between Customer and Company provides Company greater protection, Customer agrees that Company will be entitled to the greater protection provided by this Agreement. Finally, Customer understands and agrees that this limited agency does not render Cintas a fiduciary with respect to Customer, that Cintas offers no (and hereby expressly disclaims any) warranties or representations of any type with respect to such Specialized Work, and that Cintas is not otherwise responsible for the quality or performance of any such Specialized Work.~~
3. **Inspection, Testing, and Maintenance Requirements.** Customer acknowledges and agrees that it is required to have the Premise's fire protection equipment, systems, and/or components ("System") inspected, tested, and/or maintained ("ITM") annually, semi-annually, quarterly, monthly, weekly, and/or daily in accordance with NFPA requirements and/or the applicable authority having jurisdiction ("AHJ"). ITM procedures may vary according to NFPA and/or AHJ requirements. Customer acknowledges and agrees that it has the sole responsibility to identify, perform, and/or schedule any such ITM, and Customer acknowledges that failure to do so timely can lead to improper operation, failure, freezing, rupture, or other malfunction of the System. In particular, Customer has the sole responsibility for contacting Cintas and directing and authorizing Cintas as to which, if any, of these ITM tasks it would like Cintas to perform. Customer agrees, however, that Cintas has no obligation to (a) notify Customer of any ITM that should or must be performed under NFPA and/or AHJ requirements or (b) perform any such ITM for Customer, and Cintas makes no representation that it is able, licensed, and/or qualified to perform all ITM tasks that may be required by NFPA and/or the AHJ.
4. **Term; Renewal.** The term of this Agreement is one (1) year, commencing with the Effective Date. Upon expiration, the Customer understands and agrees that Cintas has no obligation to provide any additional services to Customer of any kind. If the Customer requests and/or Cintas performs any work on any System including, but not limited to, ITM without execution of a new Agreement, Customer agrees that such work is subject to and limited by the Terms and Conditions of this Agreement. In such circumstances, Customer agrees that Cintas may increase the prices for services annually at a percentage rate not to exceed six (6) percent. Customer shall pay the price in effect at the time the service is delivered.
5. **Pricing.** Any quote to perform ITM is not meant to be an exhaustive review of the System's status and, as such, may not have identified any or all equipment or pre-existing deficiencies of the System. If the actual number of devices or systems exceed the quoted amount by more than 5%, Cintas reserves the right to charge for additional devices/systems on a pro-rata basis. Unless otherwise specified, prices on goods may be increased at any time without prior notice. Customer shall pay the price in effect at time of shipment. Any sales, use or other similar tax or duties, customs, tariffs, imposts, surcharges or other fees imposed by any governmental authority on goods shipped by Cintas shall be added to the price to be paid by Customer unless Customer provides Cintas with a valid sales tax exemption certificate.
6. **Scope and Limitations of Service/Customer Responsibility.** Customer acknowledges and agrees that, for the purposes of this Agreement, no System is deemed to be part of the real estate of any of the Premises. Customer acknowledges and agrees that the scope of Cintas's responsibilities under this Agreement are limited to those specific ITM for the specific System(s) requested and authorized by the Customer and which Cintas specifically agrees to perform. Customer acknowledges and agrees that Cintas has no other responsibilities for any aspect of the System under NFPA or any other authority and that this Agreement is not intended to (and may not be interpreted as) attempt to delegate or subcontract any of Customer's responsibilities regarding the System to Cintas, including, but not limited to, establishing Cintas as a "Designated Representative" of Customer under NFPA or other authority. Customer acknowledges and agrees that under no circumstances will Cintas be responsible for determining or verifying the adequacy of the System. Customer acknowledges that ITM is only intended to verify the operational status of System at the time of ITM and is limited to those characteristics that could be readily observed at the time of ITM. Customer agrees that Cintas's observation of deficiencies or impairments and/or suggestions or recommendations for their correction in no way suggests or implies that a design review was performed or that other system deficiencies or impairments do not exist. Customer acknowledges and agrees that it bears the sole responsibility for ensuring that its System satisfies all NFPA or other requirements, including that the System is properly designed and installed, including, but not limited to, determining whether any fire protection system is adequate for the purpose(s) intended, whether any fire protection system satisfies local code requirements, and determining whether piping in any sprinkler system is properly or appropriately pitched, drains sufficiently, or is otherwise properly installed. Customer further specifically acknowledges and agrees that it is solely responsible for the status, ITM, and repair of the System at all times, including (but not limited to) the condition of the system during the intervals between any ITM provided under this Agreement. Furthermore, Customer expressly acknowledges that the status of System can change at any time subsequent to any ITM or repair by Cintas and that Cintas is not responsible or liable for any such change in status, including (but not limited to) any change that renders the system ineffectual or inoperable, or any loss or damage of any kind that may occur subsequent to or during any intervals between any services provided (or to be provided) under the Agreement. Customer further acknowledges that it has sole and specific obligations for performing periodic ITM of the System, including, but not limited to, (a) periodically draining low points in dry sprinkler systems, (b) ensuring that Systems are maintained at appropriate temperatures, (c) ensuring that kitchen suppression system nozzles do not become contaminated with grease, (d) ensuring that kitchen appliances, hoods, and/or exhaust ducts are maintained and kept sufficiently clean, (e) ensuring that nozzles, sprinklers, and/or System tubing or piping are free from obstructions and are properly cleaned and/or maintained, (f) ensuring that sprinkler heads are not expired as contemplated by NFPA 25, (g) performing certain periodic inspections of the System, (h) ensuring appropriate types and concentrations of antifreeze is used in antifreeze systems; (i) that dry sprinkler systems maintain pressure sufficient to prevent activation, and (j) that dry sprinkler system piping is properly pitched and uses proper type of pipe and fitting. Customer further acknowledges that its failure to perform these obligations may, among other possible consequences, prevent Cintas from performing under this Agreement, cause Cintas's performance under the Agreement to be ineffectual, render the system ineffectual or inoperable, or lead to substantial property loss, injury, or death. Customer agrees to

be solely responsible for redecorating and other cosmetic repairs to Premises necessary due to installation, testing, maintenance, repair, or removal of all or any part of the System. Customer understands and agrees that Cintas has no liability for any work performed by any other vendor on the System at any time. Furthermore, Customer acknowledges that ITM may result in the failure of System or one of its components. Customer agrees that Cintas is not responsible for any System or components thereof that may require repair or replacement due to age, fatigue, or wear that occurs during or result from ITM.

7. **Deficiencies and Impairments.** Customer acknowledges that deficiencies or other impairments noted during ITM of Systems may pose an immediate and serious safety concern. If requested by Customer, Cintas may prepare a quote for addressing these deficiencies or other impairments. Should Cintas perform any work addressing such deficiencies or other impairments, Customer agrees to pay Cintas for all Customer authorized labor and parts necessary to perform such work. In any event, Customer is solely responsible for correcting any deficiencies or impairments noted during ITM immediately, and Cintas has no liability for Customer's failure to do so, including, but not limited to, liability for an ongoing NFPA code violation status.
8. **Knowledge and Access to Premises.** Customer acknowledges that it has superior and/or sole knowledge of the Premises and System and that it is obligated to provide Cintas with complete written documentation of the building's layout and the layout, configuration, and inspection, testing, and maintenance history of the System enabling Cintas to locate every element of the System. Customer also acknowledges and agrees that it has the sole responsibility to provide Cintas with access to all areas of the Premises necessary to perform the requested ITM. Customer acknowledges and agrees that it bears the sole risk of loss for any loss, injury, or damages resulting from or related in any way to Customer's failure to produce such written documentation and/or provide necessary access to the Premises. For the purposes of any services performed under this Agreement, System elements are inaccessible if they are over 12 feet above the floor, above suspended ceilings, in enclosed spaces, or in rooms or locations in which the technician was not permitted or was unable to access at the time of service.
9. **Service Response Time/Delivery Time.** Customer is responsible for scheduling all appointments. Cintas will make reasonable efforts to schedule appointments at Customer's convenience. If Cintas is asked to provide emergency response and agrees to do so, Cintas will make reasonable efforts to respond to and/or take corrective action in the most expeditious manner possible. Cintas will make reasonable efforts to dispatch for critical system failures within 2-4 hours and to dispatch for non-critical system trouble in 24-48 hours. Customer understands, however, that Cintas's ability to respond depends upon a number of factors, including the number of requests for similar response and the availability of personnel, and Customer agrees that Cintas has no obligation to respond within any particular time frame for any type of request for service or to deliver any good within any stated time and that Cintas has no liability for failing to respond and/or to provide the good within the requested, desired, and/or stated time.
10. **Service Charges.** Any service charges imposed are used to help Cintas pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, services, and delivery of goods and services, in addition to other miscellaneous costs that Cintas incurs or may incur. Customer agrees that Cintas may levy various service charges in the course of performing under this Agreement that are not included in the initial quote, estimate, or final agreed contract for work to be completed under the Agreement.
11. **Credit Checks, Payment Terms, Late Charges, Credit, and Progress Billing.** Customer authorizes Cintas to obtain credit information to determine payment terms for this agreement. ~~Payment terms may be changed at any time with or without prior notice and are those in effect at time of delivery or service call.~~ Any invoice not paid when due shall be subject to a late charge of one and one-half percent (1-1/2%) per month or portion thereof, if lower, the highest rate allowable under applicable law. Invoices shall be due within ten (10) days of invoice date unless otherwise stated. If, in Cintas's opinion, Customer's credit becomes unsatisfactory, Cintas may, in addition to all other rights and remedies under the Agreement and applicable law, suspend the delivery of goods or services pending receipt of cash or satisfactory security from Customer. Should Customer default in any payments due Cintas, Customer agrees to pay all reasonable costs of collection incurred by Cintas, including reasonable attorneys' fees. Title to all equipment or other goods sold by Cintas shall remain in Cintas's name until Customer has paid Cintas in full. Cintas shall retain a security interest in such equipment or other goods until such time. Based on the expected duration of any work, Cintas, in its sole and absolute discretion, may elect to bill Customer in monthly progress billings. In such cases, Customer agrees to make prompt monthly progress payments as per the terms of this Agreement, based on the monthly billing schedule provided to the Customer by Cintas.
12. **Cancellation.** If Customer believes there is a deficiency in any good or service provided by Cintas under the Agreement, Customer agrees to submit its complaint in writing and allow the Cintas sixty (60) days from the date the written complaint is received to remedy the claimed deficiency. If the claimed deficiency is not remedied to the reasonable satisfaction of Customer, Customer can cancel this Agreement, but the Customer shall pay any outstanding charges for services rendered or goods provided prior to termination in accordance with the Terms and Conditions of this Agreement.
13. **Equipment Exchange.** Customer hereby understands and agrees that if Customer engages Cintas to service its fire extinguishers, Cintas intends to exchange Customer's fire extinguishers for other fire extinguishers of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all rights, title, and interest in the Customer's extinguishers so exchanged will belong to Cintas and all rights, title and interest in Cintas's fire extinguishers so exchanged will belong to the Customer.
14. **Inspection.** Cintas strongly recommends that Customer conduct an on-site inspection of the goods and services sold hereunder after delivery, installation, or other service call. Cintas shall not be responsible for the consequences of Customer's failure to inspect the goods or services or for any defects, malfunctions, inaccuracies, insufficiencies, or omissions Customer could have detected through such an inspection.
15. **DISCLAIMER OF WARRANTIES AND REPRESENTATIONS.** Because of the great number and variety of applications for which Cintas's goods and services are purchased, Cintas does not design goods or services, does not recommend specific applications of goods or services, or and does not assume any responsibility for use, results obtained, or suitability for specific applications of goods or services. Customer acknowledges and agrees that Cintas has not made any representations or warranties to Customer regarding any System at the Premises, its fitness for any purpose, its suitability or effectiveness as designed, installed, and/or utilized, or that it will operate as designed, intended, or expected. Customer further acknowledges and agrees that it has the sole responsibility for determining the appropriateness of Cintas's goods and services for Customer's specific application(s) before ordering and to test and evaluate thoroughly all goods before use. Cintas warrants that title to all goods it sells to Customer shall be good and marketable. **CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS MAKES NO OTHER GUARANTEES, REPRESENTATIONS, OR OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE SALE OF THE GOODS AND/OR SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN AS SPECIFICALLY ENUMERATED ELSEWHERE IN THIS AGREEMENT. NO MODIFICATION, WAIVER, OR AMENDMENT OF THIS DISCLAIMER SHALL BE DEEMED EFFECTIVE UNLESS MADE IN A WRITING DRAFTED BY CINTAS FOR THIS EXPRESS PURPOSE THAT IS (I) SIGNED BY CINTAS, (II) EXPLICITLY USES THE TERM "WARRANTY" IN ITS TITLE, (III) SPECIFICALLY REFERENCES THIS AGREEMENT, AND (IV) EXPLICITLY AND UNAMBIGUOUSLY DESCRIBES WHAT ADDITIONAL WARRANTY(IES) ARE BEING OFFERED TO CUSTOMER PURSUANT TO THIS AGREEMENT. CUSTOMER FURTHER AGREES THAT THIS EXPLICITLY EXCLUDES ANY OF CINTAS'S SALES MATERIALS, CIRCULARS, WEBSITES, OR OTHER ADVERTISING MATERIALS OF ANY TYPE FROM CREATING ANY WARRANTIES UNDER THIS AGREEMENT, AND CUSTOMER REPRESENTS AND WARRANTS THAT IT IS NOT RELYING UPON ANY SUCH MATERIALS FOR THIS PURPOSE.**
16. **CINTAS NOT AN INSURER; CUSTOMER'S OBLIGATION TO OBTAIN INSURANCE AS SOLE RECOVERY FOR ANY LOSS AND WARRANTY OF SAME.** Customer acknowledges and agrees that neither Cintas nor its Subcontractors or assignees are insurers and that no insurance coverage is provided by this Agreement. **CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS ASSUMES NO RESPONSIBILITY FOR, NOR SHALL IT HAVE ANY LIABILITY FOR, CLAIMS MADE AGAINST IT CLAIMING THAT IT IS AN INSURER OF CUSTOMER'S SYSTEMS OR ANY OTHER PROPERTY FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY OR AS DESIGNED.** Customer acknowledges that during the term of the Agreement, it is the specific intent of the parties that the Customer will obtain and maintain insurance coverage with minimum coverage of two million dollars (U.S) per incident, at the Customer's expense, that will cover any and all losses, damages, and expense arising out of or from, in connection with, related to, as a consequence of, or resulting from this Agreement in any way, including, but not limited to, public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property, and Customer agrees to and warrants that it will obtain and maintain such insurance coverage at all times at no cost to Cintas. ~~Customer shall name Cintas as an additional insured by endorsement on any such policy(ies). This endorsement shall be without limitation or restriction of any type, and Cintas shall be exempt from, and in no way liable for, any sums of money related to this policy(ies) and associated coverage of any type, including, but not limited to, premium payments, deductible, co-payments, or self-insured retention, all of which are the sole responsibility of Customer. Customer agrees that recovery for all such injuries, losses, and damages shall be limited to this insurance coverage only and that it will look exclusively to its insurer(s)~~

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to recover for any such injuries, losses, and damages. CUSTOMER AGREES TO SHIFT THE RISK OF LOSS TO ITS INSURERS, WHICH HAVE EXPRESSLY CONTRACTED TO ACCEPT THE RISK OF LOSS TO CUSTOMER'S PROPERTY. CUSTOMER RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS CINTAS FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES), AND LIABILITY ARISING FROM CLAIMS REQUIRED TO BE COVERED BY INSURANCE PURSUANT TO THIS SECTION, INCLUDING ANY CLAIMS FOR DAMAGES ATTRIBUTABLE TO PUBLIC LIABILITY, BODILY INJURY, SICKNESS, OR DEATH, OR THE DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, THOSE THAT ARE ATTRIBUTABLE TO CINTAS'S PARTIAL OR SOLE NEGLIGENCE. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, EQUITABLE, CONTRACTUAL, LEGAL, AND CONVENTIONAL SUBROGATION, AND WARRANTS THAT THIS RELEASE AND WAIVER SHALL BE BINDING ON ANY AND ALL SUBROGEEES OR ASSIGNEES OF CUSTOMER'S RIGHTS. CINTAS SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS OF CUSTOMER, ANY LOSSES OR ANY DAMAGES THAT IS REQUIRED TO BE INSURED UNDER THIS AGREEMENT, IS INSURED, OR IS INSURABLE. CUSTOMER AGREES TO INDEMNIFY CINTAS AGAINST ANY AND ALL SUCH CLAIMS, INCLUDING CLAIMS OF THIRD PARTIES, THAT MAY ARISE THAT ARE RELATED TO THE AGREEMENT OR THE PROVISION OF THE SERVICES IN ANY WAY THAT MAY ARISE DUE TO CUSTOMER'S BREACH OF THESE OBLIGATIONS. CUSTOMER AGREES TO AND WARRANTS THAT IT WILL NOTIFY ITS INSURER(S) OF THIS RELEASE AND WAIVER.

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17. **RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER.** CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/all OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR PERFORMANCE UNDER THE AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE FIRE SUPPRESSION, ALARM, OR OTHER SYSTEM(S). THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEY'S FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY CUSTOMER OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR CUSTOMER'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY BY ANY ACT, OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. Cintas reserves the right to select counsel to represent it in any such action.

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18. **LIMITATION OF CINTAS'S LIABILITY; LIQUIDATED DAMAGES.** Customer acknowledges that Cintas's service fees/purchase prices are based on the value of services or goods provided and the limited liability provided under this Agreement and not on the value of the Customer's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Customer or others. Customer further acknowledges and agrees that Cintas cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur due to the failure of the system or services to work as intended. IF CINTAS OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM CINTAS'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), CUSTOMER AGREES AND WARRANTS THAT CINTAS'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO CUSTOMER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO \$1,000 AS LIQUIDATED DAMAGES. If Customer wishes to increase the limitation of liability, Customer may, as of right, enter into a supplemental agreement with Cintas to obtain a higher limit by paying an additional amount consistent with the increase in liability; such a payment, however, shall in no way be interpreted to find Cintas or its subcontractors or representatives to be insurers. CUSTOMER AGREES THAT THE LIMITS ON THE LIABILITY OF CINTAS AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CINTAS, CUSTOMER, AND ANY OTHER AFFECTED PARTIES. CUSTOMER ACKNOWLEDGES AND AGREES THAT WERE CINTAS TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE SERVICES. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.

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19. **Prior Agreements With Others.** Customer represents and warrants that (i) its cancellation or termination of any contract, and/or (ii) its execution of this Agreement does not breach and will not breach or infringe upon any contract with or obligation to any other person or party. Customer agrees to protect, defend, indemnify, and hold harmless Cintas from and against and pay (without any condition that Cintas first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs, and expenses, including, without limitation, attorneys' fees and court costs, arising out of or from, in connection with, as a result of, related to, or as a consequence of Customer's breach of this representation and warranty.

20. **Prevailing Wage/Living Wage.** Customer understands and acknowledges that depending upon the location of the Premises, individuals who provide services under this Agreement may be entitled to receive prevailing wages, living wages, or other minimum wages and/or benefits established by law ("Wage Statutes"). Customer understands and agrees that it is in sole possession and knowledge of the facts and circumstances necessary to make a determination as to whether any or all services provided under this Agreement are subject to any Wage Statutes. Accordingly, Customer agrees that it has the sole responsibility to determine whether the Agreement is subject to any Wage Statutes and that it will inform Cintas of this fact in writing prior to Cintas offering any bid, quote, or other offer for any services to be provided under the Agreement and prior to the parties' execution of the Agreement. In the event that Customer fails to notify Cintas in writing that the Agreement is subject to a Wage Statute and either Cintas or any federal, state, or local authority determines that the services provided under the Agreement are subject to a Wage Statute, Customer agrees that it will pay Cintas all additional sums necessary to raise all wages and benefits covered by the applicable Wage Statute(s) for those individuals providing such services to Customer under the Agreement to the minimum levels required by the applicable Wage Statute(s), and Customer agrees that it will defend and indemnify Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority for Cintas's failure to satisfy any such Wage Statute, as well as Cintas's costs and attorneys' fees incurred in responding to or defending any such claim.

21. **Force Majeure.** Cintas shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control including, without limitation, act of God; act or omission of civil or military authority; fire; flood; tempest; epidemic; earthquake; volcanic activity; quarantine restriction; labor dispute (e.g. lockout, strike or work stoppage or slowdown); embargo; war; riot; unusually severe weather; accidents; political strife; act of terrorism; delay in transportation; compliance with any regulation or directive of any national, state, or local government, or any department or agency thereof; or any other cause which by the exercise of reasonable diligence Cintas is unable to overcome.

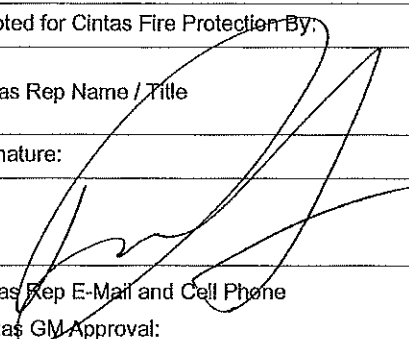
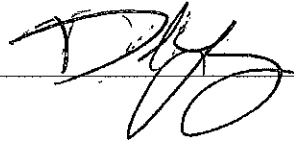
22. **Governing Law.** To the greatest extent permitted by law, this Agreement shall be governed by the laws of the State of Ohio, and it explicitly excludes any reference or resort to choice of law rules that suggest or require that the laws of another jurisdiction be applied.

23. **Notice of Claim.** Customer shall give Cintas prompt written notice after discovery of any facts giving rise or potentially giving rise to a claim for loss or damages, including (but not limited to) any potential third-party claim ("Notice of Claim"). Customer shall also give Cintas an opportunity to inspect the Premises and/or System(s) allegedly involved and/or damaged in relation to the claim. The Notice of Claim shall set forth (1) a brief description of the nature of the claim; (2) the total amount of the actual or estimated loss or damages; and (3) Cintas's right to inspect the Premises and/or System(s) allegedly involved and/or damaged in relation to the claim. Customer acknowledges that Customer's failure to provide Cintas with opportunity to

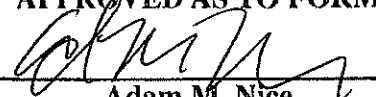
evaluate the claim and/or inspect the Premises and/or Systems will irrevocably prejudice Cintas's ability to defend against any such claim. Customer's failure to provide a Notice of Claim shall therefore constitute a waiver of said claim and/or Customer's ability to assert or pursue any type of claim relating to the alleged loss or damages.

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24. **Disputes.** Any dispute or matter arising in connection with or relating to this Agreement other than an action for collection of fees due Cintas hereunder shall be resolved by binding and final arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be three. The parties shall each choose an arbitrator, with those two arbitrators to agree upon a third arbitrator. The place of arbitration shall be Warren County, Ohio and Ohio law shall apply. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. ~~CUSTOMER, ON BEHALF OF ITSELF AND ALL OF ITS INSURER(S), WAIVES TRIAL BY JURY IN ANY ACTION BETWEEN CUSTOMER AND/OR INSURER AND CINTAS, AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO CLASS REPRESENTATIVE CLAIMS (WHETHER AS A CLASS MEMBER OR CLASS REPRESENTATIVE) AND ANY RIGHT TO HAVE SUCH DISPUTE CONSOLIDATED OR CONSIDERED IN CONJUNCTION WITH ANY OTHER CLAIM OR CONTROVERSY OR AS A PART OF ANY OTHER PROCEEDING.~~ Notice or service of process of any such dispute may be made by correspondence delivered via the United States Postal Service (certified mail or registered mail, return receipt requested) or by a national overnight courier service (such as Federal Express) directed to the opposing party's address identified in this Agreement. With respect to an action for fees due Cintas under this Agreement, the exclusive jurisdiction and forum for the resolution of any such dispute shall be a court of competent jurisdiction in the state where the Customer is located, and if Cintas prevails on any or all of its claim for fees, Cintas shall also be entitled to recover all attorneys' fees and costs it incurs in the prosecution of the claim or action.
25. **LIMITATION OF ACTION.** ANY ACTION BY CUSTOMER AGAINST CINTAS OR ANY SUBCONTRACTOR MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION OR THE ACTION SHALL BE BARRED, REGARDLESS OF ANY OTHER STATUTE OF LIMITATION OR REPOSE THAT MAY APPLY TO THE CLAIM UNDER STATE OR FEDERAL LAW.
26. **Notices.** Any notice given pursuant to the Agreement shall be in writing and sent by certified mail or registered mail, postage prepaid, return receipt requested or by national overnight courier service (such as Federal Express), to the appropriate party at the address set forth in this Agreement or at such other address as such party may provide in writing to the other party. Any such notice shall be effective upon the receipt thereof.
27. **Authority to Execute Agreement.** Each party represents and warrants to the other party that (i) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary entity action(s), and (ii) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms. The person signing this Agreement on behalf of Customer expressly represents and warrants that he or she has all authority necessary to bind Customer to its terms; the parties the other party
28. **Assignment.** This Agreement cannot be assigned by the Customer without the prior written consent of Cintas, which will not be unreasonably withheld. ~~Cintas has the right to assign this Agreement, and it may do so in its sole and absolute discretion.~~ The Agreement shall inure to the benefit of and be binding on the parties and their respective successors and permitted assigns.
29. **Waiver.** No waiver of any provision of this Agreement by a party shall be valid unless the same is in writing and signed by the party against whom it is sought to be enforced. No waiver of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time, nor will it be deemed a waiver of that same provision at any other time.
30. **Severability.** The invalidity or unenforceability of any provision, section, or portion of a section of this Agreement shall not affect the validity or enforceability of any other provision or section; provided, however, in the event one or more of the paragraphs "Disclaimer of Warranties and Representations," "Cintas Not an Insurer; Customer's Obligation To Obtain Insurance As Sole Recovery For Any Loss And Warranty Of Same," "Release And Indemnification Of Cintas By Customer," "Limitation Of Cintas's Liability; Liquidated Damages," and/or "No Warranties Or Representations By Cintas Regarding System" (or any portion thereof) are held by a court or other authority to be invalid or unenforceable (whether in an action involving the parties, any action involving Cintas, or any other action involving similar provisions), Cintas shall have the right to terminate this Agreement without any liability of any type upon thirty (30) days prior written notice to Customer. Furthermore, the parties agree that in the event any of the interest rate provisions, cancellation fees, service charges, rate increases, renewal term lengths, or any other calculation of amounts due and owing Cintas under Paragraphs 4, 10, or 11 are deemed to be excessive and/or unenforceable under applicable law, any such rate, fee, increase, term, or other calculation will be reduced to the maximum rate, value, or amount permitted by applicable law and will be binding upon them.
31. **Updated Terms and Conditions and Policies.** ~~Customer acknowledges and agrees that Cintas may send copies of its various policies to Customer, including, but not limited to, amendments to these Terms and Conditions via e-mail or make them available via a web page or other similar mechanism and that these policies are incorporated and made part of this Agreement. To be effective, however, amendments to the Terms and Conditions must be expressly referred to as such in the e-mail, web page, or other similar mechanism. Customer acknowledges and agrees that its continued request for service pursuant to this Agreement and/or use and/or acceptance of the goods and/or services provided under this Agreement constitute acceptance of any such updated Terms and Conditions and/or policies.~~ this Agreement may only be amended in writing, executed by both parties
32. **Execution in Counterparts and by Facsimile or Electronically by PDF.** This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically by PDF and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically by PDF shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures.
33. **Mutual Drafting and Understanding of Agreement.** The parties acknowledge and agree that this Agreement and all of its Terms and Conditions are the result of arms-length bargaining between sophisticated business entities. As a result, both parties shall be considered to be drafters of the Agreement for purposes of interpretation, application, construction, or construing of the Agreement. The parties also acknowledge that they have had an opportunity to consult with legal counsel of their choice regarding this Agreement and that they have read and understand all of the Terms of this Agreement
34. **Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, understandings, or representations, whether oral or in writing, between the parties. Any prior agreements, promises, negotiations, or representations, either oral or in writing, not expressly set forth in this Agreement are of no force or effect. No modification or amendment to this Agreement shall be effective unless drafted by Cintas for this express purpose and signed by an authorized representative of Cintas, except as described in paragraph 30 ("Updated Terms and Conditions and Policies") above. For the purposes of this paragraph, "authorized representative" is the General Manager of the Cintas location(s) providing the goods and/or services or higher management or executive personnel of Cintas. The parties specifically agree that any document sent to Cintas by Customer subsequent to execution of this Agreement that contains different or additional terms or that purports to modify or amend the terms of this Agreement in any way, such as a purchase order or conditional payment, shall be of no force and effect and will not modify the terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant or used to supplement or explain any terms used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection.
35. **Electronic Signatures; Customer's Acceptance by Allowing Performance.** The person signing this Agreement on behalf of Customer certifies that Customer's policies do not prohibit the acceptance and execution of Terms and Conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (i) to select an item, button, icon or checkbox, or (ii) to enter text, or (iii) to perform any similar act or action while using Cintas's web-based portal or other system for the purpose of initiating, reviewing, modifying, or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority or other third-party verification is necessary to validate their respective electronic signatures. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement. Customer further agrees that engaging, requesting, or allowing Cintas to begin any work or provide any goods or services under this Agreement and/or compensating Cintas for any such work, goods, and/or services constitutes acceptance of the Agreement and the Terms and Conditions.

NOTICE TO CUSTOMER. BY SIGNING THIS DOCUMENT, CUSTOMER EXPLICITLY ACKNOWLEDGES AND ACCEPTS PARAGRAPHS 15-18 OF THIS AGREEMENT, WHICH DISCLAIM WARRANTIES AND REPRESENTATIONS, ACKNOWLEDGE CINTAS IS NOT AN INSURER AND REQUIRES CUSTOMER TO OBTAIN INSURANCE, LIMIT CINTAS'S LIABILITY FOR AND/OR RELEASE CINTAS FROM ANY LIABILITY RELATED IN ANY WAY TO THE AGREEMENT, AND REQUIRE CUSTOMER TO INDEMNIFY CINTAS FOR ANY LOSSES RELATED IN ANY WAY TO THE AGREEMENT. READ THE ENTIRE AGREEMENT BEFORE SIGNING.

Quoted for Cintas Fire Protection By:		Accepted for Customer / Purchaser By:	
Cintas Rep Name / Title		Customer Name / Title	
Signature:		Signature:	Date: 11-9-21
 10-27-21			
Cintas Rep E-Mail and Cell Phone			
Cintas GM Approval:			
This Agreement not for use for Monitoring Services.			

APPROVED AS TO FORM


 Adam M. Nice
 Asst. Prosecuting Attorney

ORIGINAL

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1544

Adopted Date October 26, 2021

APPROVE AND AUTHORIZE THE COUNTY RECORDER TO ENTER INTO AN AGREEMENT WITH FIDLAR TECHNOLOGIES ON BEHALF OF THE WARREN COUNTY RECORDER

BE IT RESOLVED, to approve and authorize the County Recorder to enter into a media conversion agreement with Fidlar Technologies on behalf of the Warren County Recorder. Copy of said agreement attached hereto and made a part hereof.

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

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

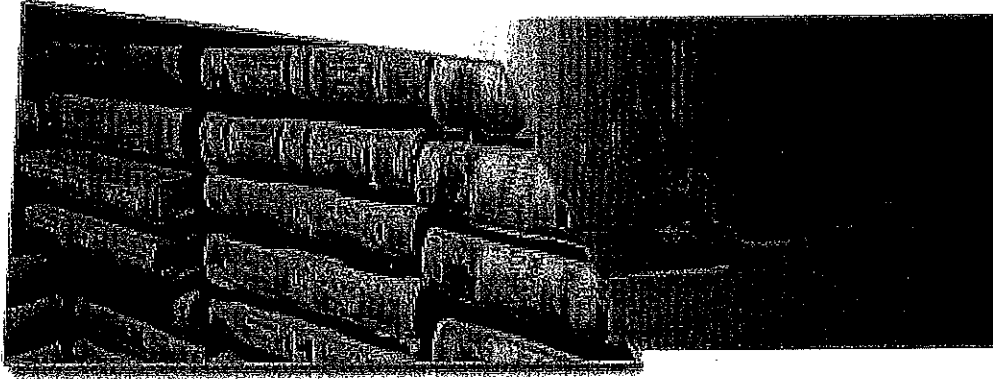
Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Fidlar Technologies
Recorder (file)



Warren County, OH

Media Conversion Agreement

Greg Sullivan
Partner Relationship Manager
Office: (563) 345-1280
Mobile: (309) 737-9375
Email: gregs@fidlar.com

Warren County, OH

Statement of Work

Media Type
Various Records – 99,420 Images/ 34,651 Documents
DRIVE SPACE REQUIRED: 7.11GB/10,007MB



Warren County, OH Media Conversion Agreement

July 27th, 2021

Warren County Recorder
Ms. Linda Oda
406 Justice Drive
Lebanon, OH 45036

Dear Linda,

The following provides the details of your upcoming scanning agreement.

As your current Land Records software vendor, we provide a 100% guarantee that all image and index file formats generated from this project are fully compatible with your Fidlar image database.

Fidlar will manage all aspects of this project from start to finish. Services include coordinating the necessary resources to crop, convert and import all specified records into your Fidlar AVID/Laredo system.

As your business partner, we greatly appreciate the opportunity to continue to provide you with the valued services and products you have come to expect from Fidlar. We look forward to adding additional value to your office, your constituents, and your abstract and title searchers.

Sincerely,

Greg Sullivan
Partner Relationship Manager
Fidlar Technologies
Office: 563-345-1280
Mobile: 309-737-9375
Email: gregs@fidlar.com



Investment Summary: Fidlar Services Description

✓ ***Border Removal***

Manual cropping will be performed to provide a more accurate original page size, fewer bytes per image, and better overall appearance. No data or marginal notation will be removed from the image during this process.

✓ ***Image Conversion***

The images will be converted to 300dpi, single page, black & white TIFF, Group IV compression.

✓ ***Project Resources Management & Import***

Fidlar utilizes many resources in the management of the complete project from start to finish. This includes coordinating and scheduling all project resources, importation of all document images into your Fidlar system, and configuring your Fidlar system for immediate access to newly imported documents via Laredo, Tapestry, and AVID.



Estimated Investment Summary: Professional Services Rendered

In exchange for products and services outlined in this Professional Services Agreement, Warren County agrees to pay Fidlar Technologies the total amount due in the following payment schedule:

✓ Image Processing	\$7,101.43
○ Border Removal, Image Conversion	
✓ Project Resource Management, Image Export & Import	\$3,976.80

TOTAL INVESTMENT **\$11,078.23**

****Total Investment is based on estimated quantities. Final invoice will reflect actual quantities.**

Billing Milestones

1. 50% due upon signing of this Professional Services Agreement.
\$ 5,539.12
2. Balance due upon completion of importing of documents/images (based on actual quantities of scanned and processed images), with prior approval by County Recorder if the total investment exceeds the estimate.
\$ 5,539.11 (**Estimated)

** Your final invoice will be charged based upon the final document count after grouping and naming. This charge may vary from the estimated count found during discovery.

These payments are not "deferred payments" under section 3.10 and are subject to County's statutory claims procedure.



Schedule "A" – Media Conversion Project

This Agreement is made this ___ day of _____, 2021, by and between FIDLAR TECHNOLOGIES, (FIDLAR) and WARREN COUNTY, OH (the "CLIENT").

RECITALS

- A. FIDLAR provides various image archival services, all of which are hereinafter referred to as "ARCHIVAL SERVICES."
- B. CLIENT desires to purchase from FIDLAR image archival services for the purpose of indexing and imaging documents electronically.

TERMS OF AGREEMENT

In consideration of the facts mentioned above and the mutual promises set out below, the parties agree as follows:

ARTICLE I - GENERAL TERMS

- 1.1 ARCHIVAL SERVICES: CLIENT agrees to buy from FIDLAR, and FIDLAR agrees to sell to CLIENT, image archival service(s) described in the Image Archival Services Statement of Work, at the price quoted and subject to the terms of this Agreement. Article II describes the terms of this Agreement as it relates to the services.
- 1.2 ACCEPTANCE BY CLIENT: CLIENT agrees to accept the image archival services at the conclusion of the project referenced in the Image Archival Services Statement of Work. If CLIENT notifies FIDLAR of a material problem with the services within 30 days of installation and testing, FIDLAR will use its best efforts to correct such problems; otherwise, CLIENT will be conclusively presumed to have accepted the services upon completion of installation and testing.



Warren County, OH Media Conversion Agreement

- 1.3 DELIVERY: FIDLAR will deliver the image archival services to CLIENT at CLIENT'S facility located at:

Warren County Recorder
Ms. Linda Oda
406 Justice Drive
Lebanon, OH 45036

ARTICLE II – SERVICES PERFORMED

- 2.1 FIDLAR shall perform the work in accordance with currently approved methods and standards of practice in the image archival professional specialty.
- 2.2 All images, film, documents, books and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of the CLIENT whether executed by or for FIDLAR for CLIENT and all such documents and copies thereof shall be returned or transmitted to CLIENT forth with upon CLIENT termination or completion of the work under this Agreement.

ARTICLE III

- 3.1 CONFIDENTIAL INFORMATION: FIDLAR and CLIENT agree that information designated in writing as proprietary by one party shall be held in confidence by the other party.
- 3.2 EXCLUSIVE REMEDY: CLIENT's exclusive remedy against FIDLAR for any breach of warranty under this Agreement is limited to repair, replacement or refund with respect to the item in question, at FIDLAR's option and subject to applicable law. CLIENT will only be entitled to the direct damages that CLIENT actually incurs in reasonable reliance, up to the amount of a refund of the price (plus sales tax) that CLIENT paid for the item. CLIENT will not be entitled to any incidental, consequential or other damages, including but not limited to damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy for failure to meet any duty including of good faith or of reasonable care, for negligence or negligent misrepresentation, and for any other pecuniary or other loss whatsoever, even in the event of the fault of FIDLAR (or any supplier), of tort (including negligence),



Warren County, OH Media Conversion Agreement

strict or product liability, breach of agreement or breach of warranty, and even if FIDLAR or any supplier has been advised of the possibility of such damages. These limitations and exclusions regarding damages will apply even if any remedy fails.

3.3 WAIVER: Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that, or any other provision.

3.4 NOTICES: Any notices or demands required to be given herein shall be given to the parties in writing, and by mailing to the address hereinafter set forth, or to such other addresses as the parties may hereinafter substitute by written notice given in the manner prescribed in this Section.

a. Notice to FIDLAR: Fidlar Technologies, Inc.
350 Research Parkway
Davenport, IA 52806
Attn: Ernest Rikken, President

b. Notice to CLIENT: Ms. Linda Oda
406 Justice Drive
Lebanon, OH 45036

3.5 ENTIRE AGREEMENT: It is expressly agreed that this Agreement embodies the entire agreement and that there is no other oral or written agreement or understanding between the parties at the time of the execution hereunder. Further, this Agreement cannot be modified except by written agreement of all parties hereto.

3.6 GOVERNING LAW: The parties agree that this Agreement shall be governed by the laws of the State of Ohio.

3.7 BINDING EFFECT: This Agreement shall inure to the benefit of and bind the parties hereto, their successors and assigns.

3.8 AUTHORITY: FIDLAR and CLIENT each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.



Warren County, OH Media Conversion Agreement

- 3.9 SECTION HEADINGS: All section headings contained herein are for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement.
- 3.10 DEFERRED PAYMENT: To the extent that this Agreement includes deferred payments, such payments will include an imputed interest factor based on a current market rate. Deferred payments are defined as payments which extend beyond completion of the project installation and acceptance. Deferred payments are exempt from interest under the Installment Payment Agreement attached hereto and made a part hereof, except as may be provided for late charges as described in Section I of the Installment Payment Agreement.



Warren County, OH Media Conversion Agreement

This Agreement has been executed by the parties as of the aforementioned date.

ACCEPTANCE AND AUTHORIZATION:

Warren County may designate acceptance of this proposal by signature of a duly authorized officer of the company. Total costs for initial implementation and ongoing costs have been described herein.

In exchange for products and services outlined in this proposal, Warren County agrees to pay Fidlar Technologies, the total amount due within 30 days from the date of invoice. Fidlar Technologies also reserves the right to collect monies owed in the event of nonpayment and recover any and all legal fees in addition to the unpaid balance.

ACCEPTED:

Ms. Linda Oda
Warren County, OH
406 Justice Drive
Lebanon, OH 45036

Print Linda Oda
Signature [Handwritten Signature]
Title Recorder
Date 11-1-2021

ACCEPTED:

Fidlar Technologies
350 Research Parkway
Davenport, IA 52806

Print Gregory Sullivan
Signature [Handwritten Signature]
Title Partner Relationship Manager
Date 11/01/2021



Warren County, OH Media Conversion Agreement

This Agreement has been executed by the parties as of the aforementioned date.

ACCEPTANCE AND AUTHORIZATION:

Warren County may designate acceptance of this proposal by signature of a duly authorized officer of the company. Total costs for initial implementation and ongoing costs have been described herein.

In exchange for products and services outlined in this proposal, Warren County agrees to pay Fidlar Technologies, the total amount due within 30 days from the date of invoice. Fidlar Technologies also reserves the right to collect monies owed in the event of nonpayment and recover any and all legal fees in addition to the unpaid balance.

ACCEPTED:

Ms. Linda Oda
Warren County, OH
406 Justice Drive
Lebanon, OH 45036

Print Linda Oda
Signature [Handwritten Signature]
Title Recorder
Date 11-1-2021

ACCEPTED:

Fidlar Technologies
350 Research Parkway
Davenport, IA 52806

Print Gregory Sullivan
Signature [Handwritten Signature]
Title Partner Relationship Manager
Date 11/01/2021

APPROVED AS TO FORM

[Handwritten Signature]
Keith W. Anderson
Asst. Prosecuting Attorney



*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1545

Adopted Date November 09, 2021

AUTHORIZE THE PRESIDENT OF THIS BOARD TO SIGN A SATISFACTION OF MORTGAGE FOR LEAH M. FRAZIER

WHEREAS, Leah M. Frazier received a Deferred Loan for Down Payment Assistance through the FY 2006 CHIP funding for the purpose of purchasing the property at 715 Southline Drive, Lebanon, Ohio 45036; and

WHEREAS, Leah Frazier has fulfilled the obligation to satisfy this mortgage; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of this Board to sign this Satisfaction of Mortgage on the property at 715 Southline Drive, Lebanon, Ohio 45036.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/vsp

cc: c/a – Frazier, Leah M.
OGA (file)

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT the Warren County Board of Commissioners does hereby certify, that a certain Mortgage Deed, dated the 28th day of September, 2007, recorded on the 8th day of October, 2007, in Record of Mortgages, Vol. 4553 Pages 897-900, in the Office of the Recorder of Warren County, Ohio, executed by **Leah M. Frazier**, unmarried, to the Warren County Board of Commissioners on the following real estate, known as 715 Southline Drive, Lebanon, Ohio 45036, and legally described in Exhibit "A", attached hereto and made a part hereof, has been **paid and fully satisfied**, and the Recorder is authorized to discharge the same of record.

In Testimony Whereof, the said Warren County Board of Commissioners, by David G. Young, President, acting in his official capacity, has hereunto set his hand this 9th day of November, 2021, A.D.

Signed and Acknowledged
In the Presence of

Krystal Powell
Signature of Witness

Krystal Powell
Printed Name of Witness

Warren County Board of Commissioners

David G. Young
David G. Young, President

State of Ohio
County of Warren, ss:

Be It Remembered, That on this 9th day of November, 2021, A.D., before me, the subscriber, a Notary Public in and for said County, personally came the above named David G. Young, President of the Warren County Board of Commissioners, who acknowledged the signing of the foregoing instrument, while acting in his official capacity, to be his voluntary act and deed, for uses and purposes therein mentioned.

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

Krystal Lynn Powell
Notary Public

This instrument prepared by Warren County, Ohio.



KRYSTAL LYNN POWELL
NOTARY PUBLIC • STATE OF OHIO
Comm. No. 2021-RE-834386
My Commission Expires July 16, 2026

Exhibit "A"

Parcel 13-36-279-016

Situated in the State of Ohio, County of Warren, Section 36, Town 3, Range 3, and in the City of Lebanon, and being Lot #17 in Urban Crest Subdivision, as shown and designated on the recorded plat thereof, Warren County Recorder's Office, Volume 242, Page 83 of the Deed Records, thence in Deed Book 249, Page 111, of the Deed Records of Warren County, Ohio. Subject to easement and restriction of record, if any.

Prior Instrument Reference: Book 3304, Page 792 of the Deed Records of Warren County, Ohio.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1546

Adopted Date November 09, 2021

AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH RESOURCE RECYCLING SYSTEMS, INC. DBA RRS RELATIVE TO THE WARREN COUNTY SOLID WASTE MANAGEMENT DISTRICT FIVE YEAR PLAN UPDATE

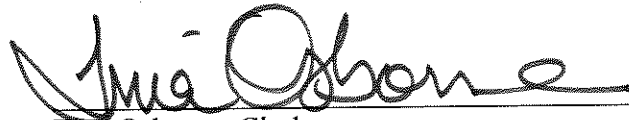
BE IT RESOLVED, to authorize the President of the Board to enter into a Professional Service Agreement with Resource Recycling Systems, Inc., DBA RRS relative to the Warren County Solid Waste Management District Five Year Plan Update as required by the Ohio Environmental Protection Agency, copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: c/a – Resource Recycling Systems, Inc.
Solid Waste District (file)



PROPOSAL

WARREN COUNTY
SOLID WASTE DISTRICT PLAN UPDATE
SEPTEMBER 24, 2021

PROJECT OBJECTIVE

Prepare a five-year solid waste management plan update in version Format 4.1 to comply with goals established in the State solid waste management plan and in accordance with requirements in Ohio Revised Code 3734.54 and Ohio Administrative Code Rule 3745-27-90.

PROJECT PLAN

1. Task 1 – Surveys
2. Task 2 - Appendices
3. Task 2 – Chapters 1 - 6
4. Task 3 – Plan Submittal, Approval, Ratification
5. Task 4 – Meetings

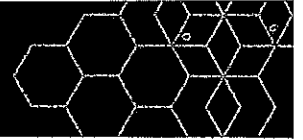
PROJECT BUDGET

Total project budget: \$35,000

TIMELINE

Start Date: October 1, 2021

End Date: March 31, 2024



WORK SCOPE

objective statement

Ohio House Bill 592 revised Ohio's solid waste regulatory program and developed a solid waste planning process that would ensure adequate landfill disposal capacity and reduce reliance on landfills by reducing the generation and disposal of solid waste. Through House Bill 592, County Commissioners of each county were required to become part of a Solid Waste Management District and form a Policy Committee that would prepare a solid waste management plan showing compliance with the state solid waste management plan goals.



Since formation, the Warren County Solid Waste Management District (SWMD) has prepared and implemented several solid waste management plans and is in the process of drafting the next five-year plan update. To help with this process Warren County SWMD is seeking a consultant to prepare the 2024 Plan. This plan update must comply with goals established in the State solid waste management plan and must be prepared in accordance with requirements in Ohio Revised Code 3734.54 and Ohio Administrative Code Rule 3745-27-90. The 2024 Plan will be prepared using the Ohio EPA plan Format version 4.1. A draft plan is due to Ohio EPA by December 19, 2022, with the final plan (includes ratification) submitted to Ohio EPA by March 21, 2024.

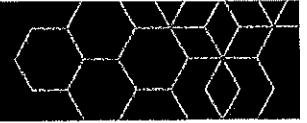
project approach

RRS is experienced in moving communities through the solid waste planning process, incorporating best practices honed through our national experience, and applying local requirements and desires identified through our knowledge of local regulations and direct communications with community stakeholders. Our Project Team has helped districts reduce reliance on landfills by implementing circular economy practices, developing community-wide recycling programs, creating innovative programs for solid waste, and developing infrastructure to collect and support recycling. Our team will draw upon decades of both national and Ohio-based experience and expertise to provide you with a quality result to achieve your objectives.

project plan

The Plan Update will be prepared using Ohio EPA Format 4.0. Data and Plan Update sections will be written and presented to the Policy Committee throughout the drafting process as they are developed to allow for Policy Committee member review, feedback, and questions.

Ohio EPA's Format 4.1 is designed to present the Plan concisely in six chapters with the bulk of the data, tables, and analysis contained in Appendices. In Format 4.1, the chapters are designed to be summaries and written after the Appendices are complete. The Appendices will contain technical data and information for the plan as well as demonstrations for achieving goals of the 2020 State Plan, adequate solid waste facility access, and adequate



revenue. Reference year and planning period projections regarding specific topics will be presented in a series of Appendices.

The Project Team's process to complete the 2024 Plan Update begins with conducting the survey, then the Appendices will be drafted, and finally the Chapters. RRS' method for completing the tasks is described below.

TASK 1 – SURVEYS

RRS will assist the Warren County SWMD in updating its industrial and commercial business contact information and survey those entities for recycling activities.

- **CONTACT LIST:** Our Project Team will collaboratively work with SWMD staff to compile an updated comprehensive contact list of commercial and industrial businesses located in the County. In addition to SWMD inside knowledge, RRS will consult previous contact lists, Ohio Harris Industrial Guide, and Lexis Nexis to update the industrial business contact information. The commercial survey list will be compiled via previous contact lists, SWMD inside knowledge, Chamber of Commerce, and phone directories. Our Project Team will work with the SWMD to identify businesses that have moved or are no longer in operation.
- **DEVELOP AND LAUNCH:** For a further reach and more cost-effective approach, our Project Team recommends electronic access to the survey. This will be effective for emailing as well as posting to the SWMD's webpage. An electronic survey using Google Forms or JotForm will be created using the SWMD's account. (If the SWMD does not have an account, our Project Team will create an account on behalf of the SWMD. To have the ability to use the survey in future years, the SWMD needs to serve as the administrator of this account. RRS will provide guidance if needed on this technology.)

RRS will assist the SWMD in placing the survey on the SWMD website and providing an online link for additional accessibility in completing the recycling survey. Once the survey is accessible, our Project Team will assist the SWMD in finalizing a notification postcard. The notification postcard will be mailed to the entire survey distribution list. Postcard mailing will be distributed by the SWMD.

The 40 largest businesses will be considered high priority targets and will receive direct phone call solicitation in addition to the postcard notification. Two follow-up phone solicitations will be conducted. Phone call solicitations will collect data directly, or via email.

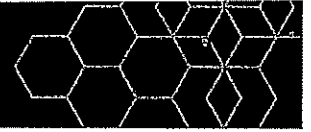
- **COMPILATION:** All survey responses will be compiled into an Excel workbook. Anomalies will be followed up with phone calls to respective generators for clarity. Our Project Team will ensure data is sourced appropriately and that the occurrence of data double counting does not occur.

RRS will collect the following recycling data from Ohio EPA: registered composting operations; scrap tire transporters; and material recovery facilities (reporting to Ohio EPA). Ohio EPA's data will be combined with the industrial and commercial surveyed data for a comprehensive review of recycling.

TASK 2 – APPENDICES

- **APPENDICES A, B, C, D, E, F, G - INVENTORY, POPULATION, DISPOSAL, REDUCTION, RECYCLING AND WASTE GENERATION**

The Project Team will complete the Appendices by building baseline inventories of data, analyzing trends, and comparing to the previous solid waste management plan projections. After completing the analysis projections are estimated for the planning period. The analysis is written into concise narrative sections describing the baseline and future of the SWMD.



Additionally, landfill facility availability, capacity, and future needs to provide necessary disposal capacity for the planning period will be calculated.

- APPENDICES H, I, AND L – STRATEGIC EVALUATION, PROGRAM DESCRIPTIONS, OUTREACH AND MARKETING PLAN:

The evaluation of reference year SWMD activities and programs is of great importance. RRS's program evaluation includes analyses on historical comparisons, performance, weaknesses, participation, best practice comparisons, impacts, costs, etc. for the existing activities and programs. RRS will assess programs and strategies for how effectively they reduce reliance on landfills and meet Ohio EPA's state goals. To do this, the status of the reduction and recycling efforts will be evaluated in the context of factors presented in the 14 analyses described in Format 4.1. This evaluation of Warren County SWMD's existing residential recycling infrastructure determines whether the needs of the residential sector are being met and if the infrastructure is adequately performing. It's a method to identify gaps, efficiencies, and performance. During evaluation RRS will coordinate with Warren County SWMD staff to develop a stakeholder engagement process to ensure the plan and programs reflect their priorities and expectations and address any concerns they may have.

At the conclusion of this evaluation, RRS will provide a matrix of current programs, considerations, and potential programs. Potential programs will draw upon best practices and gaps, weaknesses, and opportunities identified during the evaluation. The Project Team will present program suggestions that could help strengthen programs, improve performance, and/or increase effectiveness to the Policy Committee to prioritize program implementation.

Outreach and education are critical to a recycling program's success. Best practices include education campaigns that are simple and engaging with regular consistent messaging across multimedia platforms. Strategic communication campaigns provide the most powerful results in creating behavior change. Before deciding on changes or new outreach and marketing plan programs for Warren County SWMD, RRS will evaluate the existing outreach, education, and technical assistance programs, comparing to national best practices, and include these items in the program strategy session.

- APPENDICES J AND K - GOAL DEMONSTRATION:

Appendices J and K are reserved for demonstrating compliance with 2020 State Plan Goals 1 and 2. RRS will demonstrate in Appendix J reference year opportunity to recycle through achieving Goal 1 of the 2020 State Solid Waste Management Plan. Appendix K will show progress toward achieving the waste reduction and recycling rates in Goal 2 of the 2020 State Solid Waste Management Plan.

- APPENDIX M - CAPACITY ANALYSIS:

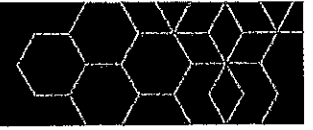
RRS will build off the analysis in Appendix D to demonstrate adequate solid waste disposal capacity.

- APPENDIX N - EVALUATING GREENHOUSE GAS EMISSIONS:

As per Format 4.1 requirements, RRS will use Waste Reduction Model (WARM), a US EPA developed tool designed to track and voluntarily report greenhouse gas emissions reductions, to quantify the effects of waste management decisions on greenhouse gas emissions. The model will be used to quantify reference year and year six of the planning period.

- APPENDIX O - FINANCIAL PLAN:

Districts must demonstrate availability of sufficient financial resources over the entire planning period and estimate the amount of money collected by each revenue mechanism. RRS will assist the Policy Committee as needed to analyze budget needs, taking into account market conditions, anticipated revenue, and proposed programming and non-sustainable revenue streams. Our Project Team will carefully review quarterly fee reports and facility reports to ensure the reference year budget section for both revenues



and expenses is balanced. RRS will work with Warren County SWMD staff to ensure an adequate budget is developed to fund all programs in the Plan Update throughout the planning period. The projections will be performed with Warren County SWMD guidance and input.

- **APPENDICES P AND Q - DESIGNATION AND RULES:**
The authority for designation and rules is identified in the Appendices. RRS will discuss with Warren County SWMD staff, Policy Committee, Board, and legal counsel any rules that might be necessary to assist Warren County SWMD in achieving their goals and Ohio EPA goals. The Project Team will assist in evaluating and if necessary, updating Warren County SWMD rules. Information regarding any rules authorized for adoption by Warren County SWMD will be included in these appendices.
- **APPENDIX S - SITING STRATEGY:**
The Project Team will assist the SWMD in updating their siting strategies for facilities (if there have been any significant changes) and ensure they meet Warren County SWMD's legal counsel approval. In addition, RRS will provide contingencies for capacity assurance (if additional capacity is needed).
- **APPENDICES R, T AND U:**
Supporting plan documents include blank surveys, ratification tally worksheet, and maps.

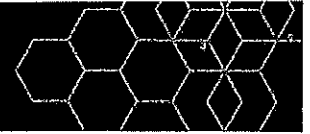
TASK 3 – CHAPTERS 1 - 6

These chapters are summaries of the Appendices and written after the Appendices are complete. Chapters 1 through 6 summarize introduction, profile, waste generation, waste management, waste reduction, recycling programs, and costs and financing of plan implementation.

- Chapter 1: The introduction and profile provide a brief overview of Warren County SWMD and generation characteristics. Information such as population distribution, density, and change affect the type of recycling infrastructure needed for a community as does waste stream by generator. Understanding these characteristics helps the Policy Committee make decisions about the types of programs that will most effectively meet the needs.
- Chapter 2: An overview of the SWMD's waste generation and characteristics, population distribution, density, and change will be summarized in this chapter.
- Chapter 3: Calculations of waste generation and projections performed in Appendices will be briefly summarized.
- Chapter 4: This chapter will provide an overview of assessments completed in Appendices regarding waste management facilities, services, and businesses, and their availability and capacity to handle Warren County SWMD's future needs.
- Chapter 5: The strategic analysis completed in Appendix H delineates the waste reduction strategies and programs of the SWMD that are discussed in more depth in Appendix I and L. This Chapter highlights those available programs for the planning period. This chapter will also show the SWMD's demonstration of state plan goals.
- Chapter 6: The assessment performed in Appendices H and O will demonstrate the SWMD's financial resources to perform program implementation over the entire planning period.

TASK 4 – PLAN SUBMITTAL, APPROVAL, RATIFICATION

When a draft Plan Update is submitted to the Ohio EPA, the Ohio EPA has 45 days to review the draft Plan Update and issue comments to the Policy Committee. These non-binding advisory opinion edits contain recommendations to the Policy Committee for revising the Plan Update prior to completing the ratification process. RRS will coordinate with the Ohio EPA once the non-binding advisory opinion edits are received to review comments and discuss needed revisions. RRS will then work with Warren County SWMD staff and the Policy



Committee to make any changes considered appropriate to address Ohio EPA's non-binding advisory opinion to ready the Plan Update for public comment and ratification.

After revisions are incorporated into the plan update, the Policy Committee will make the final Plan Update available for public comment and will hold a public hearing. RRS will revise the Plan Update as directed by the Policy Committee as a result of the public comment period and compile a PDF ratification packet for the SWMD to use for ratification. Following ratification, our Project Team will compile a final ratified plan PDF including all necessary appendices. RRS will submit the final ratified plan to Ohio EPA.

TASK 5 – MEETINGS

All meetings will be set in association with Warren County SWMD based on milestones and necessary timelines. For the purpose of our response, RRS estimated a meeting schedule per tasks. Pricing for in-person meetings is quoted at \$240 per meeting. Meetings are on a time and material basis.

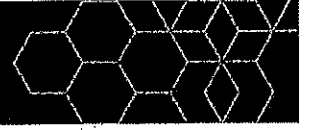
project assumptions

- SWMD will print and mail survey postcard notification and post electronic survey link on SWMD webpage.
- SWMD will assist RRS in providing all background documents and data necessary for the plan update if not readily available online or from the Ohio EPA.
- RRS will prepare electronic versions of data and Plan Update sections for Policy Committee review.
- Data and final plan update sections will be presented to the Policy Committee throughout the drafting process as they are developed.
- SWMD will publish and mail all public notices as well as facilitate the scheduling of public hearing and secure meeting locations.
- SWMD will track all ratification responses and provide copies of the resolutions to RRS for inclusion in appendices.

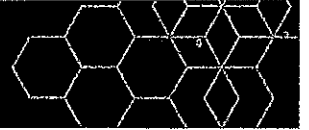
project deliverables

RRS will provide the following deliverables for this project:

- One electronic draft plan copy to Warren County SWMD for Policy Committee certification and a sample certification statement.
- Two hard copies and postage of certified draft plan to Ohio EPA for non-binding advisory opinion.
- One final electronic certified draft plan to Warren County SWMD.
- One electronic non-binding advisory response letter detailing changes to draft certified plan.
- One electronic two-page summary of plan that serves as a stand-alone high-level outreach document to summarize the plan.
- One electronic sample public notice.



- One electronic copy plan to Warren County SWMD for public comment.
- One electronic copy plan to Warren County SWMD with public comment changes and resolution for Policy Committee adoption.
- Ratification package (PDF) to include electronic copies: adopted plan, sample resolutions for political jurisdictions and county commissioners, and population ratification tally.
- Two hard copies and postage of ratified plan to Ohio EPA for approval.
- One final electronic and hard copy ratified plan to Warren County SWMD.



project timeline

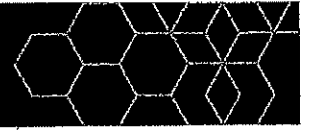
Upon receipt of the signed Project Authorization page of the proposal, RRS and the client will identify a start date agreeable to both parties. The following preliminary project timeline will be discussed and confirmed at project authorization.

	OCT-NOV 2021	JAN-DEC 2022	JAN-DEC 2023	JAN-MAR 2024
TASK 1 – SURVEYS	X	X		
TASK 2 – APPENDICES		X		
TASK 3 – CHAPTERS 1 - 6		X		
TASK 4 – PLAN SUBMITTAL, APPROVAL, RATIFICATION			X	X
TASK 5 – MEETINGS	X	X	X	X

project budget

Compensation for this scope of work will be on a fixed basis not to exceed \$36,000 including all project expenses as described below. Any work that falls outside of this scope of work will be subject to a change order process where the specific project assignment and budget will be outlined and authorized by both entities. RRS will not execute any out of scope work until an authorized change order is in place.

	TOTAL TASK COST
TASK 1 – SURVEYS	\$4,400
TASK 2 – APPENDICES	\$20,400
TASK 3 – CHAPTERS 1 - 6	\$6,300
TASK 4 – PLAN SUBMITTAL, APPROVAL, RATIFICATION	\$4,900
TOTAL	\$36,000



METHODOLOGY

RRS has been working projects for over 30 years allowing us to develop a consistent and successful methodology for managing projects on a timely basis, within assigned budgets, and with a high level of quality.

project management approach

New projects are accepted only if the firm has the bandwidth to provide proper support and a quality deliverable. Projects are led by project managers who build a group of team members with core competencies from across several disciplines and areas of expertise. The project manager maintains the project work plan, schedule, quality review, and budget, and is

responsible for acting as a clearinghouse for all client communication. For each project, the project manager transitions our scope of work to a work plan, where clearly defined roles and responsibilities of all project contributors and sub-contractors (if applicable) are outlined. Using a planning matrix, the work plan is translated into a detailed timeline with deliverables. The vice president of operations oversees the allocation of project hours across the firm to ensure proper capacity and workload.

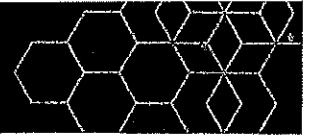
RRS utilizes project- and data-management software to manage project task and resource allocation, timesheets, and budgets, as well as platforms for web conferencing, file-sharing, and co-editing. To ensure strength of data management, analysis, and deliverables, we utilize internal quality assurance and control protocols including extensive multi-level internal reviews of all work products. RRS has the demonstrated ability to nimbly adjust project approach as necessary and employs a change order process for work scope or funding adjustments to ensure transparency and clarity of the project.

insurance

RRS carries the following insurance coverage:

- General Liability: \$2,000,000 (general aggregate); \$1,000,000 (each occurrence)
- Professional Liability: \$3,000,000 (general aggregate); \$2,000,000 (each occurrence)
- Automobile Liability: \$1,000,000
- Worker's Compensation: \$1,000,000





TEAM BIOS

RRS has a motivated and mission-driven team of consultants, engineers, and associates with decades of combined experience ready to assist and serve your project needs.

project team

STAFF MEMBER	PROJECT ROLE	YEARS OF EXPERIENCE
Jamie Zawila	Project Manager, Policy Research & Final Report	22
Frannie Miles	Data Analysis & Report Preparation	3



Jamie Zawila
Senior Consultant
22 Years of Experience
7 Years with RRS

TOPICAL EXPERTISE

- Municipal Solid Waste/Recycling Planning
- Ohio Recycling Regulations
- Recycling Policy
- Benchmarking, Gap, and Data Analysis
- Greenhouse Gas Metrics
- Communication and Outreach

ACADEMIC CREDENTIALS

- Bachelor of Science, Civil and Environmental Engineering, University of Cincinnati
- Certification in Zero Waste Principles & Practices, SWANA & CRRA



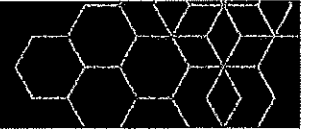
Frannie Miles
Associate Analyst
3 Years of Experience
< 1 Year with RRS

TOPICAL EXPERTISE

- Market Research
- Survey Collection
- Data Analysis

ACADEMIC CREDENTIALS

- Masters of the Environment, Sustainability Planning and Management
- Bachelor of Science, Environmental Studies and Geography



JAMIE ZAWILA

senior consultant

513.502.1689 • JZAWILA@RECYCLE.COM
OPERATES OUT OF METRO CINCINNATI, OHIO AREA

Jamie Zawila is a Senior Consultant with RRS. She utilizes over 22 years of experience specializing in waste and recycling planning and materials management, zero waste principles, quantitative evaluation, and program assessment. She strives to understand each city, county or district goals and policy issues. Her focus is quantitative program work incorporating best practices to identify cost-effective goal-oriented initiatives. She has conducted work examining and authoring more than a dozen solid waste management plans, organized and facilitated stakeholder outreach engagements, conducted program gap analyses, and circular economy planning. Jamie serves as Treasurer for the Buckeye Chapter of SWANA. She holds a Bachelor of Science in civil and environmental engineering from the University of Cincinnati and is a certified Zero Waste Practitioner by SWANA and CRRA.

project highlights

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

MRF Equipment Evaluation and Program Management; Project Manager: Leading long-term project to help the MRF improve the overall operation and maintenance functions within the facility to improve operating efficiency, maximize equipment lifecycles / reduce preventable production downtime, and develop a more strategic approach to establishing and implementing capital improvement priorities.

SOLID WASTE AGENCY OF LAKE COUNTY, ILLINOIS

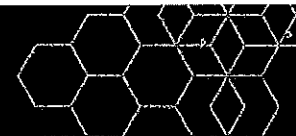
Assist with Development of 2019 Update to Lake County SWMP; Project Manager

Solid Waste Agency of Lake County (SWALCO) requested direction on fostering a stronger circular economy within the county and nearby region. Benchmarked their solid waste management system to a database of national best practices to measure their uptake of recycling best practices. Measured waste management system for greenhouse gas to determine which components have the greatest potential for reducing GHG impacts. Provided a robust assessment and planning experience that created a focused road map and timeline for approaching recovery goals.

GENESEE COUNTY, MICHIGAN

Solid Waste Planning; Project Manager

Evaluated Genesee County's current waste management operations to determine methods for enhancing waste collection and diversion including shared services and cost savings opportunities; Explored the feasibility of establishing a materials recovery facility in Genesee County including where the MRF should be located and how it would be funded (privately, public-private partnership, or publicly); Explored the feasibility of establishing a permanent recycling center in Genesee County where items such as household hazardous waste and/or household recyclables (paper, plastic, cardboard, metal, etc.) could be collected.

**MONTGOMERY COUNTY SOLID WASTE MANAGEMENT DISTRICT, OHIO***Pay-As-You-Throw Workshop; Project Manager*

Developed and organized one-day workshop to educate political jurisdiction stakeholders on residential curbside potential and pay as you throw. Pay as you throw details included: definition, advantages, case studies, and type of systems.

WARREN COUNTY SOLID WASTE MANAGEMENT DISTRICT, OHIO*Solid Waste Management Plan Update; Project Manager*

Assisted the district in developing a 15-year solid waste infrastructure plan. The infrastructure system, which relied on private sector performance agreements to provide county-wide curbside recycling, was reviewed. Elements were placed into the plan to regulate and maintain commitments with the private sector, as maintaining this relationship was key to having the lowest generation fee in the state.

CARTON COUNCIL*Ohio Access; Project Team*

Assists local jurisdictions throughout Ohio in updating website and consumer information regarding carton recycling access. In early 2017, the Carton Council achieved their goal of 60% carton recycling access nationwide.

MICHIGAN DEPARTMENT OF ENERGY, GREAT LAKES, AND ENVIRONMENT*Partnership and Innovation Project; Project Team*

Supporting state-wide, multi-year contract to create a platform to establish partnerships to grow recycling in Michigan and develop a challenge competition to overcome barriers associated with the use of recycled materials. Work will attract investment in Michigan recycling and grow local programs and businesses by building partnerships, collecting and interpreting data, innovating through economic development, relationship management, materials marketing, and best management practices dissemination.

BUTLER COUNTY SOLID WASTE AND RECYCLING DISTRICT, OHIO*Solid Waste Management Plan Update; Project Manager*

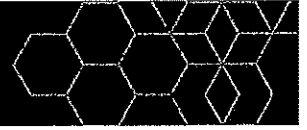
Evaluated current methods of managing waste and projected volumes over a 15-year planning period, and assessed recycling programs and infrastructure in order to assist the county in updating their waste management plan. Suggested modifications to build in more program options and longer terms of service while maintaining the generation fee at the minimum level needed to provide sufficient funding for planned programming. These modifications included new and modified outreach and education efforts to resonate through all programs.

ROSS, PICKAWAY, HIGHLAND, FAYETTE SOLID WASTE DISTRICT, OHIO*Solid Waste Management Plan Update; Project Manager*

Contributed to the solid waste management planning process through leading stakeholder engagement outreach, including meetings, surveys, and graphic publications. Stakeholders and district staff were led through an assessment of education and outreach activities to decide the optimum approach for meeting solid waste goals. The chosen outreach and education methods required an internal configuration change and the development of a structured framework for plan implementation.

ONONDAGA COUNTY RESOURCE RECOVERY AGENCY, NEW YORK*MRF Management Opportunities and Options; Project Team*

Conducted an interactive board meeting to explore the range of MRF management options available; presented a high-level landscape review of available management and ownership options, examples of various models (private, public,



public/private), and advantages and disadvantages of each. Facilitated a strength, weakness, opportunity, and threat (SWOT) analysis on infrastructure ownership exploring OCRRA's system and outlined next steps.

METRO, OREGON

Solid Waste Fee and Tax Policy Evaluation; Project Team

Assisted in reviewing surrounding state policy and code to learn about fees, exemptions, and underlying rationale to inform the Portland area as it evaluated its own fee and tax policy. Conducted interviews with state regulators and local jurisdictions to garner details of systems.

PORTAGE COUNTY, OHIO

Solid Waste Management Plan Update; Project Team

Analyzed District-operated (collection and processing) recycling program, found that operations were demonstrating high worker claims, frequent maintenance issues, and overall high processing costs. Developed model and benchmark tool for assessing the current system and recommended conversion to automated single stream trucks. Facilitated stakeholder engagement to ease dissent among communities and recycling services. Incorporated analysis and evaluation of available program data related to current collection infrastructure, service providers, waste reduction volumes, program effectiveness, program costs, and program implementation and compatibility in the Plan Update.

RURAL ACTION AND APPALACHIAN PARTNERSHIP FOR ECONOMIC GROWTH

Research on Secondary Materials Industries in Southeast Ohio; Project Team

Assisted in the development of a phone survey, construction of a database, and analysis of the data to build a better understanding of the status, economic impact, and opportunities of synergies and growth of businesses and industries in southeast Ohio that were utilizing secondary (recycled) materials.

LOGAN COUNTY SOLID WASTE MANAGEMENT DISTRICT, OHIO

Solid Waste Management Plan Update; Project Manager

Work performed during tenure with JAZ Environmental Consulting

Prepared the 2005, 2009, and 2016 solid waste plan updates for Logan County incorporating the District's goal of Zero Waste to landfill by 2020 through expanded recycling programs, increased participation, improved regional recycling and composting opportunities, encouragement of innovative and efficient methods of waste reduction, and development of incentives and education.

WARREN COUNTY SOLID WASTE MANAGEMENT DISTRICT, OHIO

Solid Waste Management Plan Update; Project Manager

Work performed during tenure with JAZ Environmental Consulting

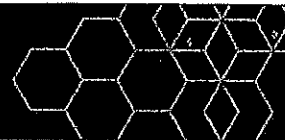
Prepared 2009 and 2015 solid waste plan updates for Warren County through assessment of current programs, identification of modifications and enhancements, generator surveys, and demonstration of compliance with the access goal and adequate landfill disposal capacity.

GALLIA-JACKSON-MEIGS-VINTON SOLID WASTE MANAGEMENT DISTRICT, OHIO

Solid Waste Management Plan Update; Project Manager

Work performed during tenure with JAZ Environmental Consulting

Prepared the solid waste plan update for the District including a detailed budget forecasting to determine future impacts of continuing operations with needed improvements and an extensive three-phase outreach campaign to communicate the steps from transitioning services to long-term privatized program practices.



JOINT SOLID WASTE MANAGEMENT DISTRICT OF DEFIANCE, FULTON, PAULDING, AND WILLIAMS COUNTIES, OHIO

Solid Waste Management Plan Update; Project Manager

Work performed during tenure with JAZ Environmental Consulting

Prepared the solid waste plan update for the District special examination of local demographic, economic, and social conditions to address diminishing revenues and possible adjustments to existing infrastructure, revenue streams, programs, and practices.

past experience

JAZ ENVIRONMENTAL CONSULTING

2004 – 2013: President

Independently managed and maintained multiple clients consistently completing projects on time and within budget. Continually expanded knowledge of Ohio solid waste law to assist clients to demonstrate compliance with goals. Effectively conducted analysis of programs and assessed needs to, creatively and quantifiably, communicate to clients, meeting objectives and stakeholder interests.

OHIO EPA, DIVISION OF SOLID AND INFECTIOUS WASTE

2001 – 2002: Environmental Specialist

Assigned as planner to solid waste districts in southwest Ohio to review solid waste plans and annual district reports. Compiled solid waste disposal and recycling tables for all facilities in Ohio and assisted in preparing the planning summary and facility data reports. Facilitated Solid Waste Advisory Council (SWAC) meetings during the 2001 State Plan update.

MALCOLM PIRNIE, INC.

1996 – 2001: Engineer

Duties in the solid waste and industrial group included engineer, field supervisor, and project manager providing solid waste plan updates, annual district report preparation, assistance in landfill design, groundwater regulatory sampling, odor sampling, ISO 14001 audits, Phase I and Phase II studies, air permitting, MRF feasibility studies, and Spill Prevention, Control, and Countermeasure plans. Gained experience and knowledge in hazardous waste, solid waste, and recycling issues in various regions and demographic areas of Ohio.

education

UNIVERSITY OF CINCINNATI, CINCINNATI, OHIO

Bachelor of Science, Civil and Environmental Engineering

speaking engagements

SOLID WASTE ASSOCIATION OF NORTH AMERICA

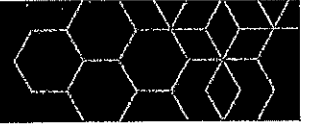
2018 WASTECON, August 2018

Hungering to Understand Food Waste Players and Policies

ASSOCIATION OF OHIO RECYCLERS

2013 Annual Conference, October 2013

We Envision a Waste Free Future Where Wastes Become Resources



OHIO ASSOCIATION OF LITTER PREVENTION AND RECYCLING PROFESSIONALS

Summer Training Conference, June 2013

Food Waste & Packaging - The Tricky Balancing Act

association work/volunteerism

SOLID WASTE ASSOCIATION OF NORTH AMERICA (SWANA) – OHIO BUCKEYE CHAPTER

2016 – Present: *Treasurer*

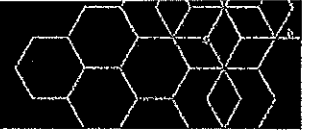
2014 – 2019: *Board Member*

KEEP REYNOLDSBURG BEAUTIFUL

2016 – 2018: *President*

NATIONAL ASSOCIATION OF PROFESSIONAL WOMEN

2012 – 2018†: *Member*



FRANNIE MILES

associate analyst

217.691.9619 • FMILES@RECYCLE.COM
OPERATES OUT OF GOLDEN, COLORADO

Frannie is an associate analyst at RRS where she focuses on conducting data analysis, administering surveys, and facilitating stakeholder outreach. Prior to RRS, Frannie was active during her studies at the University of Colorado in various aspects of research, data analysis, and communications.

project highlights

BOULDER COUNTY, CO

Boulder County Food and Beverage Manufacturers to Reduce Packaging; Project Team

Conducted survey collection and data analysis, as well as facilitated communications between stakeholders and parties to help inform this project aimed at supporting food and beverage manufacturers transition to pollution-reduced or circular packaging.

LAWRENCE-SCIOTO SOLID WASTE MANAGEMENT DISTRICT, OH

2020 Annual District Report; Project Team

Compiled data from collected commercial and industrial business surveys, state of Ohio data sources, and client program data. Built an excel database template to guide the district in future data survey efforts. Entered and submitted the district's annual report to Ohio EPA using the online Re-TRAC Connect portal system.

CITY AND COUNTY OF DENVER, CO

Compost Circularity Study; Project Team

Conducted research and outreach to stakeholders regarding composting programs to assess feasibility of establishing a circular economy for finished compost in Denver.

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY (EGLE)

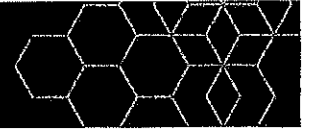
Partnership & Innovation Recycling Initiative; Project Team

Conducted outreach to people/organizations interested in participating in the NextCycle Michigan accelerator initiative focused on improving recycling and recycled-content end markets in Michigan. Also contributed to web content development and data organization.

past experience

MASTER OF THE ENVIRONMENT PROGRAM (UNIVERSITY OF COLORADO)

August 2019 – September 2020: Graduate Assistant



Manage program website development and website news content. Post and develop content for main LinkedIn account. Assist associate director with virtual events. Prepare and distribute weekly jobs digest. Communicate with perspective students each semester through email, in person, and phone to answer any questions, share personal experience, and give tours. Design informational pamphlets, posters, and digital media.

EARTHHERO

January 2020 – December 2020: Sustainability Graduate Consultant

Conduct research on supply chain, packaging, and product sustainability across multiple categories for retail procurement on website. Conduct research on brands in cookware, clothing, and cleaning supplies and provided recommendations for future vendors that fit EarthHero's criteria. Collected product data for sustainability assessment. Hosted virtual weekly progress update with EarthHero CEO and COO.

BOULDER COUNTY

May 2019 – August 2019: Resource Conversation Division Summer Intern

Implemented waste diversion projects and provided education and outreach to Boulder County staff and Boulder community through four different campaigns. Assisted with waste audits and compiled data to create a greater understanding of construction related waste that could be diverted out of landfills. Created infographics, brochures, displays, and social media posts pertaining to various campaigns. Managed 50+ compost bin sales and tracked sales data. Helped organize and participate in clean up days in Ward, Nederland, and Gold Hill to help residents properly dispose of waste. Manage communications with public about recycling guidelines through email and phone.

DENVER CHURCH OF CHRIST

August 2016 – September 2018: Campus/Youth Minister

Created and updated webpages, yearly calendar, and social media platforms. Utilized Adobe platform to create graphics for church bulletins, website, and mass emails. Mentored and counseled teens.

UNIVERSITY OF COLORADO ENVIRONMENTAL CENTER

May 2015 – May 2016: Energy Green Team

Gathered energy and water waste data from local residents. Created awareness in community about water and energy saving habits.

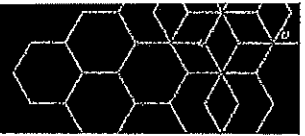
education/certification

UNIVERSITY OF COLORADO BOULDER, BOULDER, COLORADO

Masters of the Environment, Sustainability Planning and Management

UNIVERSITY OF COLORADO BOULDER, BOULDER, COLORADO

Bachelor of Science, Environmental Studies and Geography



QUALIFICATIONS

Throughout our 35 years in business, RRS has conducted over 1,000 projects for public, private, collaborative, and non-profit clients around the world. Our team will draw upon decades of experience and expertise to provide you with a quality result to achieve your objectives.

warren county, ohio solid waste management district

COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN UPDATE

Serving Warren County, Ohio, since December 1993, the Warren County SWD has been implementing and administering solid waste and recycling programs for residents and businesses in Warren County. Warren County needed to prepare a fifteen-year Plan Update in Format 4.0 to comply with state requirements. RRS worked with the District to engage stakeholders and update their Plan to align programs to the most desirable and best practices.

- **Survey and Data Review** – RRS worked with Warren County to survey and collect data from industrial, manufacturing, commercial, and institutional entities.
- **Review and Update to meet Format 4.0 Requirements** – RRS worked with the District to compile relevant information for chapters 1-6 as well as all appendices and provided a concise yet comprehensive plan that met the requirements of Format 4.0.
- **Plan Documents** – RRS organized data, wrote Plan Update sections, and presented these throughout the drafting process to allow for review, feedback, and questions.

Warren county solid waste management district

COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN UPDATE

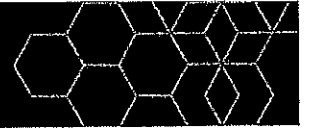
Since formation in 1993, the Warren County SWD has prepared and implemented several solid waste management plans and is in the process of drafting the next five-year plan update. This plan update must comply with goals established in the state solid waste management plan and must be prepared in accordance with requirements in Ohio Revised Code 3734.54 and Ohio Administrative Code Rule 3745-27-90. The 2022 Plan will be prepared using the Ohio EPA plan format version 4.0. RRS is engaged with the district to prepare the plan including baseline, budget, and program analyses, as well as plan submittal, approval, and ratification.

geauga-trumbull solid waste management district

COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN UPDATE

The Geauga-Trumbull Solid Waste Management District (GT SWD) is tasked with enacting a solid waste plan for waste reduction, recycling, and reducing reliance on landfills in a two-county area of northeast Ohio. GT SWD needed to prepare a fifteen-year Plan Update in Format 4.0 to comply with state requirements. RRS worked with the District to engage stakeholders and update their Plan to align programs to the most desirable and best practices.

- **Survey and Data Review** – RRS worked with GT SWD to offer an online survey on their website and collect recycling survey data from industrial, manufacturing, commercial, and institutional entities.
- **Review and Update to meet Format 4.0 Requirements** – RRS worked with the District to compile relevant information for chapters 1-6 as well as all appendices and provided a concise yet comprehensive plan that met the requirements of Format 4.0.



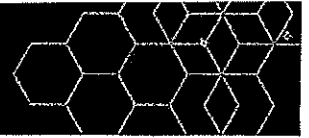
- **Plan Documents** – RRS organized data, wrote Plan Update sections, and presented these to the GT SWD Policy Committee throughout the drafting process to allow for Policy Committee member review, feedback, and questions.

montgomery county solid waste management district

COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN UPDATE

Montgomery County Environmental Services provides water, sewer, trash, and recycling services to citizens and businesses in Montgomery County, Ohio. The District needed to prepare a fifteen-year Plan Update in Format 4.0 to comply with state requirements. RRS worked with the Montgomery SWD Team to engage stakeholders and update their Plan to align programs to the most desirable and best practices.

- **Survey and Data Review** – RRS worked with Montgomery SWD Team to offer an online survey on their website and collect recycling survey data from industrial, manufacturing, commercial, and institutional entities.
- **Review and Update to meet Format 4.0 Requirements** – RRS worked with the District to compile relevant information for chapters 1-6 as well as all appendices and provided a concise yet comprehensive plan that met the requirements of Format 4.0.
- **Plan Documents** – RRS organized data, wrote Plan Update sections, and presented these throughout the drafting process to allow for review, feedback, and questions.



RRS STATS

headquarters

Incorporated in 1986

416 Longshore Drive, Ann Arbor, MI 48105

T: 800.517.9634 | F: 734.996.5595 | E: info@recycle.com | recycle.com

our staff

RRS is composed of strategists, engineers, economists, technical analysts, and communications specialists.

30+
YEARS IN RECYCLING
AND MANAGING
RESOURCES

660+
YEARS
COMBINED
FIELD EXPERIENCE

40+
EMPLOYEES
THROUGHOUT
THE WORLD

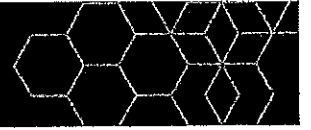
1,000+
PROJECTS
ACROSS 9
MARKETS



 RRS STAFF MEMBER LOCATION

what we do

- Plan and implement recycling and composting programs, materials management, and zero waste solutions.
- Develop and facilitate collaborations to increase commodity recovery.
- Develop and implement multi-stakeholder communications and outreach.
- Analyze the recyclability and compostability of packaging.
- Develop strategies for corporate sustainability.
- Evaluate food waste prevention and assess anaerobic digestion and biomass facilities.
- Review and negotiate hauler and MRF contracts.
- Design and permit MRF and composting sites.
- Conduct waste and compliance training.
- And more – discover how we can help you effect change.



PROJECT AUTHORIZATION

Warren County: Solid Waste District Plan Update

RESOURCE RECYCLING SYSTEMS, INC. (RRS)

416 Longshore Drive
 Ann Arbor, MI 48105
 Office: 734.996.1361
 Fax: 734.996.5595
www.recycle.com

PROJECT MANAGER

Jamie Zawila
 734.996.1361 x130 | jzawila@recycle.com

INVOICING CONTACT

Ché Pomo
 734.996.1361 x101 | cpomo@recycle.com

TIMELINE

Upon receipt of the signed Project Authorization page of the proposal, RRS and the client will identify a start date agreeable to both parties. The following preliminary project timeline will be discussed and confirmed at project authorization.

Start Date: October 1, 2021 End Date: March 31, 2024

PROJECT BUDGET

Compensation for this scope of work will be on a fixed basis not to exceed \$35,000 including all project expenses as described above. Any work that falls outside of this scope of work will be subject to a change order process where the specific project assignment and budget will be outlined and authorized by both entities. RRS will not execute any out of scope work until an authorized change order is in place.

COVID-19 SAFETY

RRS and the client agree to the Project Protocols for COVID-19 Safety in relation to this scope of work as identified in Attachment A.

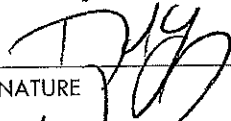
PAYMENT TERMS

RRS will invoice on a monthly billing cycle with fees not to exceed the costs as shown in the above proposal. The client will process and make payment on the invoices within the next immediate pay cycle and no later than 30 days from receipt of the invoice.

CONTRACT TERMS

RRS agrees to complete the work scope above in accordance to the terms and conditions of this proposal. Upon receipt of the signed Project Authorization page of the proposal, RRS and the client will identify a start date agreeable to both parties. A purchase order or authorization letter/email may accompany the signed Project Authorization page. If a change of work scope and/or additional funding is required during the course of the project, RRS will submit a change order to the client for approval before work continues.

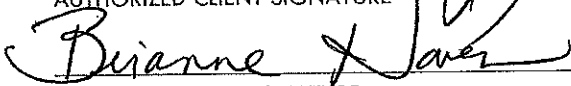
AUTHORIZED CLIENT SIGNATURE



David G. Young
 PRINTED NAME

11-9-21
 DATE

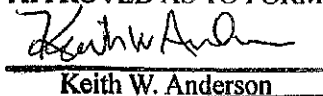
AUTHORIZED RRS SIGNATURE



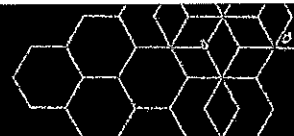
Brianne Haven
 PRINTED NAME

10-15-21
 DATE

APPROVED AS TO FORM

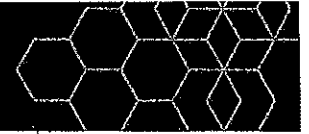


Keith W. Anderson



TERMS AND CONDITIONS

1. **AUTHORIZATION TO PROCEED.** Signing this form shall be construed as authorization by CLIENT for Resource Recycling Systems (RRS) to proceed with the work, unless otherwise provided for in the authorization.
2. **CLIENT RESPONSIBILITIES.** CLIENT must furnish full information as related to the project and agree to requirements when requested and to make available pertinent existing data.
3. **CONFIDENTIALITY.** RRS shall not share information provided by the CLIENT with anyone other than necessary RRS personnel, unless otherwise directed by the CLIENT.
4. **EXPENSES.** Unless stipulated otherwise, CLIENT shall compensate RRS for reimbursable expenses defined as: Those costs incurred on or directly for CLIENT project, including but not limited to necessary transportation costs, meals and lodging, laboratory analyses, computer services, special equipment services, trade show charges, delivery charges, telephone, and telefax charges, copying and binding charges and outside technical/professional services. Reimbursement for these expenses shall be on the basis of actual charges plus ten percent with prior approval by CLIENT when furnished by outside sources and on the basis of usual commercial charges or separate rate schedules when furnished by RRS.
5. **COST ESTIMATES.** Any cost estimates provided by RRS will be on a basis of experience and judgment, but because it has no control over market conditions or bidding procedures, RRS cannot warrant that bids or ultimate costs will not vary from these cost estimates.
6. **PROFESSIONAL STANDARDS/WARRANTY.** RRS shall be responsible, to the level of competency presently maintained by other practicing consultants in the same type of work in CLIENT'S community, for the professional and technical soundness, accuracy, and adequacy of all work and materials furnished under this authorization. RRS makes no other warranty, express or implied, with regard to its capacity, the work performed under this authorization, or the ultimate performance or compliance of the project.
7. **TERMINATION.** Either CLIENT or RRS may terminate this authorization with or without cause by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay RRS in full for all work previously performed prior to effective date of termination. Upon receipt of such payment, RRS will return to CLIENT all documents and information which is the property of CLIENT. If no notice of termination is given, obligations created by this authorization shall be terminated upon completion of all applicable requirements of the authorization.
8. **MEDIATION.** To resolve any conflicts that arise during the project or following completion of the project, the CLIENT and RRS agree that all disputes between them relating to this agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. In the event the parties to this agreement are unable to reach a settlement of any dispute arising out of the services under this agreement in accordance with this section then such controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be construed under the laws of the State of Ohio, and shall be subject 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 alternate dispute resolution), and the Parties do hereby waive any right to bring or remove such matters in or to any other state or federal court.
9. **PAYMENT TO RRS.** In addition to any other remedies RRS may have, RRS shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.
10. **LIMITATION OF LIABILITY.** RRS's liability to the CLIENT for any cause or combination of causes, whether arising out of claims based upon contract, warranty, negligence, strict liability or otherwise, is in the aggregate, limited to an amount no greater than the fee earned under this agreement.
11. **OWNERSHIP OF WORK PRODUCT.** CLIENT shall be the owner of the Deliverables delivered to the CLIENT, subject to the following reserved rights of RRS: (1) RRS is the sole owner of all analytical concepts and protocols contained in or used to develop those Deliverables, (2) RRS is the sole owner of any data included in those Deliverables that was collected by RRS other than in performing its work under this Agreement and (3) RRS may include the data collected in performing its work under this Agreement in the general database maintained by RRS and RRS is the sole owner of that general data base.
12. **AUTHORIZATION TO USE CLIENT NAME, LOGOS, PROJECT MATERIALS.** CLIENT grants to RRS a non-exclusive, royalty free license to use CLIENT's name, logos, and related project materials for use in promotional materials and for marketing and advertising purposes unless otherwise specified in a non-disclosure agreement.
13. **COMPLETE AGREEMENT.** This agreement and its attachments constitute the full and complete agreement of RRS and CLIENT regarding the subject matter of this agreement, and no other agreements, written or oral shall apply. This agreement may be modified only by written agreement signed by both parties.
14. **GOVERNING LAW.** This agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
15. **NONDISCRIMINATION.** RRS covenants not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, financial status or protected activity. In addition, RRS covenants not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of these covenants may be regarded as a material breach of this agreement.



ATTACHMENT A PROJECT PROTOCOLS FOR COVID-19 SAFETY

With the spread of the coronavirus or "COVID-19", RRS has adopted these protocols and has established a general COVID-19 Preparedness and Response for our everyday operations and a COVID-19 On-Site Safety Plan for all on-site field work with our clients. RRS draws guidance from the US Center for Disease Control and Prevention (CDC), Occupational Safety and Health Administration (OSHA) and other state, local and provincial public health guidance.

These Protocols will be incorporated into each contract for services by RRS until the CDC has determined that the COVID-19 pandemic has abated.

RRS STAFFING

With the increasing rate of COVID-19 cases, RRS cannot guarantee the ongoing availability of the specific staff proposed to complete this scope of work. RRS will communicate any key personnel changes to the client within five business days of a necessary staffing substitution; RRS will provide competent and qualified personnel to meet the scope of the project. But until the COVID-19 pandemic has abated, both RRS and the client acknowledge that the dynamics of our project are subject to change as a result of staffing changes due to COVID-19. Any project changes and/or short notice scheduling adjustments necessitated by COVID-19 considerations may require the project work plan, timeline, and budget to be modified.

TRAVEL RESTRICTIONS AND STAY AT HOME ORDERS

Due to the fluid and location-specific nature of travel restrictions and stay at home orders, both RRS and the client acknowledge that the dynamics of every project and all on-site work are subject to change. Any necessary project changes and/or scheduling adjustments as a result of travel restrictions or stay at home orders may require the project work plan, key personnel, timeline, and budget to be modified. RRS agrees to communicate any such project changes and/or scheduling changes as soon as reasonably possible. The client agrees to provide RRS with as much advance notice as is reasonably possible if any project work plan components, site specific COVID-19 concerns or scheduling adjustments are needed.

ON-SITE AND/OR FIELD WORK AT CLIENT LOCATION

For all on-site work at a client location, a RRS Safety Plan will be drafted, reviewed, approved and signed by both RRS and the client in advance of on-site travel. The Safety Plan will confirm all on-site safety and COVID-19 precautions including pre-trip, travel and on-site safety and protective measures to be taken by both RRS and the client. If at any time, the client stops or does not follow the approved Safety Plan, RRS staff will have the right to leave the client location due to the safety concern.

If in the event on-site work needs to be canceled due to COVID-19, the following will apply to the payment of services related to the on-site work.

- If the client cancels the on-site work in advance of RRS travel on-site, the client will only be responsible for the payment of time and materials (labor hours and expenses) expended up until the client cancels the on-site work.
- If the client cancels the on-site work while RRS is on-site at client location, the client will be responsible for payment of time and materials (labor hours and expenses) for all work conducted and scheduled to be conducted while on-site at client location.
- If RRS feels that the client is not properly following the Safety Plan and/or is concerned about the health and safety of RRS staff on-site at client location, RRS has the right to leave the client location due to the safety concerns. If this occurs, the client will only be responsible for the payment of time and materials (labor hours and expenses) for all work conducted while RRS was on-site at the client location.

FORCE MAJEURE CONDITION

The client and RRS each acknowledge that the COVID-19 pandemic constitutes a force majeure condition and that failure or omission by RRS to carry out or observe any of the provisions of its contract with the client as a result of the unavailability of staff, travel restrictions, stay at home orders or other effects of the COVID-19 pandemic shall not give rise to any claim against RRS or be deemed to be a breach of that contract by RRS. In the event that RRS is unable to carry out or observe any of the provisions of its contract with the client for such reasons, RRS will use all reasonable efforts to remove such reasons or mitigate the effects thereof, and upon removal and remedying of such reasons RRS resume the performance of its obligations.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1547

Adopted Date November 09, 2021

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 11/2/21 and 11/4/21, as attached hereto and made a part hereof.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

Auditor

Resolution

Number 21-1548

Adopted Date November 09, 2021

ACKNOWLEDGE RECEIPT OF OCTOBER 2021 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the October 2021 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file)
S. Spencer
Tina Osborne

Financial Statement for 2021 Period 10



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	82,228,402.64	7,363,802.72	6,493,800.48	83,098,404.88	224,775.53	83,323,180.41
2201	SENIOR CITIZENS SERVICE LEVY	14,191,891.39	0.00	961,414.17	13,230,477.22	464,943.52	13,695,420.74
2202	MOTOR VEHICLE	6,528,822.48	982,268.61	735,386.70	6,775,704.39	174,781.26	6,950,485.65
2203	HUMAN SERVICES	660,005.76	2,081.40	484,857.54	177,229.62	190,299.30	367,528.92
2204	COVID19 EMERGENCY RENTAL ASSIS	7,896,585.97	0.00	258,586.17	7,637,999.80	178,412.31	7,816,412.11
2205	BOARD OF DEVELOPMENTAL DISABIL	43,065,008.50	225,563.51	1,637,931.49	41,652,640.52	231,339.08	41,883,979.60
2206	DOG AND KENNEL	706,237.89	5,594.18	33,927.11	677,904.96	4,024.08	681,929.04
2207	LAW LIBRARY RESOURCES FUND	183,412.31	27,882.14	34,542.86	176,751.59	0.00	176,751.59
2208	CO&TRANSIT MEDICAID SALES TAX	835,463.72	0.00	0.00	835,463.72	0.00	835,463.72
2209	BOE ELECTIONS SECURITY GRANTS	0.00	0.00	0.00	0.00	0.00	0.00
2210	LOCAL CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00
2211	LOCAL FISCAL RECOVERY FUND	19,552,755.89	0.00	973,097.24	18,579,658.65	0.00	18,579,658.65
2215	VETERAN'S MEMORIAL	5,842.34	0.00	0.00	5,842.34	0.00	5,842.34
2216	RECORDER TECH FUND 317.321	501,190.15	14,547.00	16,257.29	499,479.86	0.00	499,479.86
2217	BOE TECHNOLOGY FUND 3501.17	1,954,965.70	-121,869.51	0.00	1,833,096.19	0.00	1,833,096.19
2218	COORDINATED CARE	702,286.74	101,200.00	38,350.50	765,136.24	11,042.50	776,178.74
2219	WIRELESS 911 GOVERNMENT ASSIST	374,099.95	30,885.58	19,191.28	385,794.25	0.00	385,794.25
2220	CP INDIGENT DRVR INTRLK/MONITG	8,612.52	261.05	0.00	8,873.57	0.00	8,873.57
2221	CC/MC INDIGENT DRIVER INTERLOC	116,096.63	1,384.24	0.00	117,480.87	0.00	117,480.87
2222	JUV INDIGENT DRIVER INTERLOCK	2,094.87	0.00	0.00	2,094.87	0.00	2,094.87
2223	PROBATE/JUVENILE SPECIAL PROJ	246,074.30	3,241.42	0.00	249,315.72	0.00	249,315.72
2224	COMMON PLEAS SPECIAL PROJECTS	284,504.46	9,375.76	3,772.76	290,107.46	500.00	290,607.46
2227	PROBATION SUPERVISION 2951.021	719,188.58	3,069.50	4,000.00	718,258.08	4,000.00	722,258.08
2228	MENTAL HEALTH GRANT	111,914.69	3,095.00	0.00	115,009.69	0.00	115,009.69
2229	MUNICIPAL MOTOR VEH PERMIS TAX	2,594,218.48	39,661.97	0.00	2,633,880.45	0.00	2,633,880.45
2231	CO LODGING ADD'L 1%	117,798.51	63,171.48	117,798.51	63,171.48	0.00	63,171.48
2232	COUNTY LODGINGS TAX (FKA 7731)	353,395.13	189,514.21	353,395.13	189,514.21	9.89	189,524.10

Financial Statement for 2021 Period 10



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2233	DOMESTIC SHELTER	11,560.00	4,196.00	0.00	15,756.00	0.00	15,756.00
2237	REAL ESTATE ASSESSMENT	7,730,250.22	0.00	144,966.81	7,585,283.41	0.00	7,585,283.41
2238	WORKFORCE INVESTMENT BOARD	19,920.50	297,958.73	81,385.13	236,494.10	7,950.51	244,444.61
2243	JUVENILE GRANTS	314,584.10	1,696.27	1,516.20	314,764.17	760.80	315,524.97
2245	CRIME VICTIM GRANT FUND	19,091.41	4,455.14	5,069.07	18,477.48	0.00	18,477.48
2246	JUVENILE INDIGENT DRIVER ALCOH	20,531.44	68.90	0.00	20,600.34	0.00	20,600.34
2247	FELONY DELINQUENT CARE/CUSTODY	924,186.25	0.00	110,595.81	813,590.44	1,457.59	815,048.03
2248	TAX CERTIFICATE ADMIN FUND	28,250.49	1,600.00	204.00	29,646.49	0.00	29,646.49
2249	DTAC-DELINQ TAX & ASSESS COLLE	673,560.63	1,553.20	20,583.97	654,529.86	0.00	654,529.86
2250	CERT OF TITLE ADMIN FUND	5,344,877.05	184,564.64	99,828.16	5,429,613.53	7,385.91	5,436,999.44
2251	COAP GRANT - OPIOD ABUSE PROG	355,209.33	44,791.07	67,509.57	332,490.83	10,331.01	342,821.84
2252	WC TECHNOLOGY CRIMES UNIT	0.00	0.00	0.00	0.00	0.00	0.00
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEP/TANF	81,134.06	0.00	28,986.02	52,148.04	2,187.89	54,335.93
2255	MUNICIPAL VICTIM WITNESS FUND	75,562.42	0.00	9,315.57	66,246.85	0.00	66,246.85
2256	WARREN COUNTY SOLID WASTE DIST	1,175,905.29	17,749.56	12,516.53	1,181,138.32	0.00	1,181,138.32
2257	OHIO PEACE OFFICER TRAINING	82,147.00	0.00	0.00	82,147.00	0.00	82,147.00
2258	WORKFORCE INVESTMENT ACT FUND	88,527.16	66,914.79	50,848.84	104,593.11	7,038.91	111,632.02
2259	JTPA	1,675.19	0.00	0.00	1,675.19	0.00	1,675.19
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	200.01	0.00	0.00	200.01	0.00	200.01
2262	COMMUNITY CORRECTIONS MONITORI	714,562.99	30,519.66	20,590.30	724,492.35	20,940.30	745,432.65
2263	CHILD SUPPORT ENFORCEMENT	1,269,101.16	103,783.41	325,704.52	1,047,180.05	0.00	1,047,180.05
2264	EMERGENCY MANAGEMENT AGENCY	174,365.35	0.00	24,812.14	149,553.21	55.80	149,609.01
2265	COMMUNITY DEVELOPMENT	601,024.34	410,465.84	503,008.12	508,482.06	9,708.00	518,190.06
2266	COMM DEV-ENT ZONE MONITOR FEES	105,563.00	0.00	0.00	105,563.00	0.00	105,563.00
2267	LOEB FOUNDATION GRANT	0.00	0.00	0.00	0.00	0.00	0.00

Financial Statement for 2021 Period 10



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2268	INDIGENT GUARDIANSHIP FUND	237,688.33	1,930.00	152.06	239,466.27	0.00	239,466.27
2269	INDIGENT DRIVER ALCOHOL TREATM	650,371.13	7,174.32	0.00	657,545.45	0.00	657,545.45
2270	JUVENILE TREATMENT CENTER	370,171.20	257,451.21	118,715.29	508,907.12	958.75	509,865.87
2271	DTAC-PROSECUTOR ORC 321.261	231,796.40	0.00	20,315.68	211,480.72	135.50	211,616.22
2272	CP INDIGENT DRVR ALC TREATMT	38,663.18	0.00	0.00	38,663.18	0.00	38,663.18
2273	CHILDREN SERVICES	8,734,882.74	297,283.23	660,409.33	8,371,756.64	234,320.22	8,606,076.86
2274	COUNTY COURT COMPUTR 1907.261A	71,549.93	1,296.00	29.16	72,816.77	29.16	72,845.93
2275	COUNTY CRT CLK COMP 1907.261B	30,830.67	3,138.00	0.00	33,968.67	0.00	33,968.67
2276	PROBATE COMPUTER 2101.162	90,532.76	729.00	0.00	91,261.76	0.00	91,261.76
2277	PROBATE CLERK COMPUTR 2101.162	246,769.01	2,430.00	0.00	249,199.01	0.00	249,199.01
2278	JUVENILE CLK COMPUTR 2151.541	29,197.50	1,091.43	0.00	30,288.93	0.00	30,288.93
2279	JUVENILE COMPUTER 2151.541	42,195.29	328.43	0.00	42,523.72	0.00	42,523.72
2280	COMMON PLEAS COMPUTER 2303.201	64,125.74	1,551.00	0.00	65,676.74	0.00	65,676.74
2281	DOMESTIC REL COMPUTER 2301.031	10,413.08	189.00	0.00	10,602.08	0.00	10,602.08
2282	CLERK COURTS COMPUTER 2303.201	262,089.22	5,610.00	136,013.00	131,686.22	0.00	131,686.22
2283	COUNTY CT SPEC PROJ 1907.24B1	1,906,376.56	19,092.34	8,719.35	1,916,749.55	51.45	1,916,801.00
2284	COGNITIVE INTERVENTION PROGRAM	403,106.57	9,022.49	759.15	411,369.91	690.75	412,060.66
2285	CONCEALED HANDGUN LICENSE	798,198.21	7,881.25	9,533.30	796,546.16	2,281.98	798,828.14
2286	SHERIFF-DRUG LAW ENFORCEMENT	12,647.13	95.00	333.66	12,408.47	2,888.12	15,296.59
2287	SHERIFF-LAW ENFORCEMENT TRUST	104,282.83	0.00	832.26	103,450.57	133.95	103,584.52
2288	COMM BASED CORRECTIONS DONATIO	7,245.26	0.00	424.85	6,820.41	424.85	7,245.26
2289	COMMUNITY BASED CORRECTIONS	224,521.05	160,449.00	3,355.85	381,614.20	781.25	382,395.45
2290	HAZ MAT EMERG PLAN SPEC FUND	3.84	0.00	0.00	3.84	0.00	3.84
2291	SHERIFF-D.A.R.E. PROGRAM	1,163.53	0.00	0.00	1,163.53	0.00	1,163.53
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00
2293	SHERIFF GRANTS	34,769.18	0.00	13,000.00	21,769.18	13,000.00	34,769.18
2294	SHERIFF DARE LAW ENFORC GRANT	8,986.61	0.00	0.00	8,986.61	0.00	8,986.61

Financial Statement for 2021 Period 10



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2295	TACTICAL RESPONSE UNIT	19,565.65	0.00	33.00	19,532.65	0.00	19,532.65
2296	COMP REHAB DWNPMT ASST COMMDEV	47,144.73	0.00	0.00	47,144.73	0.00	47,144.73
2297	ENFORCEMT & EDUCATN 4511.19G5A	128,806.43	880.00	0.00	129,686.43	0.00	129,686.43
2298	REHAB INC FUNDS	72,376.74	0.00	0.00	72,376.74	0.00	72,376.74
2299	COUNTY TRANSIT	1,617,701.18	18,374.75	74,996.60	1,561,079.33	58,861.73	1,619,941.06
3327	BOND RETIREMENT SPECIAL ASSMT	330,381.71	0.00	0.00	330,381.71	0.00	330,381.71
3360	STATE OPWC LOAN	56,357.85	0.00	0.00	56,357.85	0.00	56,357.85
3368	2013 RADIO SYSTEM BONDS	904,135.63	0.00	0.00	904,135.63	0.00	904,135.63
3384	TAX INCREMENT FINANCING - P&G	868,699.78	0.00	0.00	868,699.78	0.00	868,699.78
3393	RID BOND GREENS OF BUNNEL	3,279,019.47	0.00	0.00	3,279,019.47	0.00	3,279,019.47
3395	JAIL BONDS 2019	5,048,029.09	0.00	0.00	5,048,029.09	0.00	5,048,029.09
4401	COUNTY WIDE FINANCIAL SOFTWARE	212,155.46	0.00	0.00	212,155.46	0.00	212,155.46
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLEFOSTERSBRIDGE&WALL	0.00	0.00	0.00	0.00	0.00	0.00
4432	EDWARDSVILLE ROAD BRIDGE	31,044.12	0.00	0.00	31,044.12	0.00	31,044.12
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00
4434	LIBERTY WAY/MASON RD TURN LANE	69,115.47	0.00	0.00	69,115.47	0.00	69,115.47
4435	STROUT RD BRIDGE 207-0.02	0.00	0.00	0.00	0.00	0.00	0.00
4436	ZOAR RD IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4437	KING AVE BRIDGE PROJECT	385,592.13	0.00	0.00	385,592.13	0.00	385,592.13
4438	NB COLUMBIA/3C RIGHT TURN LN	19,208.30	0.00	1,477.80	17,730.50	1,477.80	19,208.30
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	11,050,000.00	0.00	0.00	11,050,000.00	0.00	11,050,000.00
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00
4454	FIELDS-ERTEL RD IMPROV PROJ	652,623.38	0.00	0.00	652,623.38	0.00	652,623.38

Financial Statement for 2021 Period 10



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	6,259,612.61	0.00	229,366.80	6,030,245.81	1,366.80	6,031,612.61
4479	AIRPORT CONSTRUCTION	949,601.39	0.00	12,980.00	936,621.39	0.00	936,621.39
4484	P&G TIF ROAD CONSTRUCTION	1,765,409.25	0.00	1,765,409.25	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	1,324,683.00	0.00	0.00	1,324,683.00	0.00	1,324,683.00
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4492	COMMUNICATION PROJECTS	1,931,550.44	0.00	13,325.03	1,918,225.41	1,159.39	1,919,384.80
4493	REDEVELOPMENT TAX EQUIV FUND	1,017,533.42	0.00	393,651.95	623,881.47	0.00	623,881.47
4494	COURTS BUILDING	1,834,805.37	0.00	5,273.33	1,829,532.04	956.00	1,830,488.04
4495	JAIL CONSTRUCTION SALES TAX	14,334,859.05	1,096,586.52	292,319.61	15,139,125.96	5,230.56	15,144,356.52
4496	JUVENILE DETENTION ADDN & RENO	281,460.94	0.00	0.00	281,460.94	0.00	281,460.94
4497	JAIL CONSTRUCTION & REHAB	9,961,558.75	0.00	0.00	9,961,558.75	0.00	9,961,558.75
4498	COUNTY FAIRGROUNDS CONSTRUCTN	0.00	0.00	0.00	0.00	0.00	0.00
4499	JUVENILE/PROBATE CT EXPANSION	287,507.59	0.00	0.00	287,507.59	0.00	287,507.59
5510	WATER REVENUE	28,427,466.50	2,127,639.22	929,649.62	29,625,456.10	527,615.18	30,153,071.28
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	2,136,780.80	1,023.09	871,608.00	1,266,195.89	871,608.00	2,137,803.89
5580	SEWER REVENUE	29,726,734.30	1,628,170.57	811,705.70	30,543,199.17	164,740.33	30,707,939.50
5581	SEWER IMPROV-WC VOCATIONAL SCH	250,870.54	0.00	3,270.51	247,600.03	0.00	247,600.03
5583	WATER CONST PROJECTS	4,728,809.42	843,372.37	2,607,584.28	2,964,597.51	872,749.06	3,837,346.57
5590	STORM WATER TIER 1	172,231.78	0.00	22,910.85	149,320.93	11,523.00	160,843.93
6619	VEHICLE MAINTENANCE ROTARY	190,264.16	42,133.34	37,500.70	194,896.80	18,424.41	213,321.21
6630	SHERIFF'S POLICING REVOLV FUND	1,338,184.05	334,539.51	526,498.37	1,146,225.19	0.00	1,146,225.19
6631	COMMUNICATIONS ROTARY	307,842.87	3,297.32	328.60	310,811.59	0.00	310,811.59
6632	HEALTH INSURANCE	3,391,703.32	876,107.87	973,302.64	3,294,508.55	98,708.08	3,393,216.63
6636	WORKERS COMP SELF INSURANCE	1,637,895.12	0.00	21,318.82	1,616,576.30	5,686.55	1,622,262.85

Financial Statement for 2021 Period 10



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
6637	PROPERTY & CASUALTY INSURANCE	134,703.57	0.00	0.00	134,703.57	0.00	134,703.57
6650	GASOLINE ROTARY	222,751.68	67,853.45	69,652.56	220,952.57	25,228.06	246,180.63
7707	P.E.R.S. ROTARY	2,741.88	0.00	0.00	2,741.88	0.00	2,741.88
7708	TOWNSHIP FUND	0.00	419,839.82	419,839.82	0.00	0.00	0.00
7709	CORPORATION FUND	2,298.79	183,559.59	182,387.13	3,471.25	2,298.79	5,770.04
7713	WATER-SEWER ROTARY FUND	169,998.84	3,976,957.26	3,769,310.33	377,645.77	26,266.53	403,912.30
7714	PAYROLL ROTARY	364,934.76	4,461,554.37	3,738,408.48	1,088,080.65	109,159.78	1,197,240.43
7715	NON PARTICIPANT ROTARY	386.16	7,337.04	386.16	7,337.04	386.16	7,723.20
7716	SCHOOL	0.00	0.00	0.00	0.00	0.00	0.00
7717	UNDIVIDED GENERAL TAX	4,330,809.98	1,679,763.16	360,707.07	5,649,866.07	224,911.72	5,874,777.79
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	4,276.09	22,627.85	0.00	26,903.94	0.00	26,903.94
7720	LOCAL GOVERNMENT FUND	0.00	402,034.91	402,034.91	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	0.00	0.00	0.00	0.00	0.00	0.00
7722	CIGARETTE LICENSE TAX	3,742.18	76.10	102.07	3,716.21	102.07	3,818.28
7723	GASOLINE TAX	0.00	519,245.34	519,245.34	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	665,775.98	0.00	0.00	665,775.98	0.00	665,775.98
7725	UNDIVIDED WIRELESS 911 GOV ASS	22,489.14	61,771.16	53,374.72	30,885.58	0.00	30,885.58
7726	MOTOR VEHICLE LICENSE TAX	0.00	879,657.69	879,657.69	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
7728	TREASURER TAX REFUNDS	80,922.88	9,813.37	80,989.57	9,746.68	63,554.67	73,301.35
7729	CORONAVIRUS RELIEF DIST FUND	0.00	0.00	0.00	0.00	0.00	0.00
7731	COUNTY LODGING TAX	0.00	0.00	0.00	0.00	0.00	0.00
7734	REAL ESTATE ADVANCE PAYMENT	13,242.30	0.00	0.00	13,242.30	0.00	13,242.30
7740	TRAILER TAX	0.00	0.00	0.00	0.00	0.00	0.00
7741	LIFE INSURANCE	21,380.18	10,468.50	10,147.22	21,701.46	0.00	21,701.46
7742	LIBRARIES	0.00	465,181.86	465,181.86	0.00	0.00	0.00

Financial Statement for 2021 Period 10



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7744	ARMCO PARK TOURNAMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00
7745	STATE	1,384.07	2,092.72	111.43	3,365.36	111.43	3,476.79
7746	MIAMI CONSERVANCY DISTRICT FUN	0.00	0.00	0.00	0.00	0.00	0.00
7747	ADVANCE ESTATE TAX	845.74	0.00	0.00	845.74	0.00	845.74
7751	UNDIVIDED INTEREST	8,920.91	328,967.67	328,967.67	8,920.91	0.00	8,920.91
7754	OHIO ELECTIONS COMMISSION FUND	0.00	65.00	65.00	0.00	65.00	65.00
7756	SEWER ROTARY	14,097.00	3,746.00	0.00	17,843.00	0.00	17,843.00
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	99,186.85	146,377.45	-47,190.60	0.00	-47,190.60
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	25,151.18	1,120.75	498.00	25,773.93	0.00	25,773.93
7766	ESCROW ROTARY	871,667.91	0.00	0.00	871,667.91	0.00	871,667.91
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PYMT PRO/PRE/SALES	26,483.33	1,714.55	0.00	28,197.88	0.00	28,197.88
7769	BANKRUPTCY POST PETITION CONDU	28,615.46	2,556.74	0.00	31,172.20	0.00	31,172.20
7773	SEX OFFENDER REGISTRATION FEE	0.00	100.00	0.00	100.00	0.00	100.00
7774	ARSON OFFENDER REGISTR FEE	220.00	0.00	0.00	220.00	0.00	220.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	54,775.25	13,112.25	0.00	67,887.50	0.00	67,887.50
7776	UNDIVIDED EVIDENCE SHERIFF	112,604.64	0.00	0.00	112,604.64	0.00	112,604.64
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	149,242.61	10,000.00	147,700.00	11,542.61	131,917.46	143,460.07
7779	UNDIVIDED DRUG TASK FORCE SEIZ	121,515.31	0.00	0.00	121,515.31	0.00	121,515.31
7781	REFUNDABLE DEPOSITS	428,998.41	14,459.20	13,844.49	429,613.12	852.07	430,465.19
7782	SHERIFF - LOST/ABANDONED PROPE	44.34	0.00	0.00	44.34	0.00	44.34
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	3,360.99	14,398.22	0.00	17,759.21	0.00	17,759.21
7788	UNDIVIDED PUBLIC UTILITY DERE	0.00	0.00	0.00	0.00	0.00	0.00

Financial Statement for 2021 Period 10



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7789	FORFEITED LAND	0.00	0.00	0.00	0.00	0.00	0.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00
7792	ZONING & BLDG BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00
7793	HOUSING TRUST AUTHORITY	0.00	160,263.52	0.00	160,263.52	0.00	160,263.52
7795	UNDIVIDED INDIGENT FEES	0.00	1,484.00	1,484.00	0.00	296.80	296.80
7796	MUNICIPAL ORD VIOLATION INDIGE	4,474.81	798.00	345.00	4,927.81	0.00	4,927.81
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	31,249.78	31,249.78	0.00	0.00	0.00
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	721,055.90	13,731.42	0.00	734,787.32	0.00	734,787.32
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	9,143,879.96	111,218.48	-114,844.82	9,369,943.26	87,810.63	9,457,753.89
9912	FOOD SERVICE	291,179.02	2,781.00	41,255.66	252,704.36	532.65	253,237.01
9915	PLUMBING BOND-HEALTH DEPT.	9,500.00	0.00	1,000.00	8,500.00	1,000.00	9,500.00
9916	STATE REGULATED SEWAGE PROGRAM	283,310.35	67,634.30	35,477.48	315,467.17	0.00	315,467.17
9925	SOIL & WATER CONSERVATION DIST	816,302.35	90,563.00	95,512.46	811,352.89	1,171.33	812,524.22
9928	REGIONAL PLANNING	323,369.91	84,255.00	43,764.87	363,860.04	58.00	363,918.04
9938	WARREN COUNTY PARK DISTRICT	858,965.66	96,823.45	53,927.78	901,861.33	1,981.05	903,842.38
9944	ARMCO PARK	443,668.07	77,007.74	111,293.09	409,382.72	1,289.97	410,672.69
9953	WATER SYSTEM FUND	50,796.08	3,619.00	504.00	53,911.08	109.00	54,020.08
9954	MENTAL HEALTH RECOVERY BOARD	14,538,889.61	1,177,306.16	804,200.19	14,911,995.58	338,254.56	15,250,250.14
9961	HEALTH GRANT FUND	1,557,287.63	115,084.67	886,448.97	785,923.33	123.14	786,046.47
9963	CAMPGROUNDS	6,943.70	0.00	4,738.00	2,205.70	0.00	2,205.70
9976	HEALTH - SWIMMING POOL FUND	155,999.21	0.00	11,536.06	144,463.15	0.00	144,463.15
9977	DRUG TASK FORCE COG	568,819.63	294,551.65	176,160.91	687,210.37	0.00	687,210.37
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
Total		393,658,169.64	33,851,546.32	38,013,896.79	389,495,819.17	5,465,227.93	394,961,047.10

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for October, 2021 showing the balance on hand in cash in each fund at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

Resolution

Number 21-1549

Adopted Date November 09, 2021

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH GRAND COMMUNITIES, LLC FOR PROVIDENCE, SECTION EIGHT, BLOCK A SITUATED IN HAMILTON TOWNSHIP

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

RELEASE

Bond Number	:	18-022 (W/S)
Development	:	Providence, Section Eight, Block A
Developer	:	Grand Communities, LLC
Township	:	Hamilton
Amount	:	\$12,150.58
Surety Company	:	Berkley Insurance Company (0207041)

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

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

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

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

Resolution

Number 21-1550

Adopted Date November 09, 2021

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH FISCHER DEVELOPMENT COMPANY FOR PROVIDENCE SUBDIVISION, SECTION FIVE SITUATED IN HAMILTON TOWNSHIP

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

RELEASE


Bond Number	:	17-018 (W/S)
Development	:	Providence Subdivision, Section Five
Developer	:	Fischer Development Company
Township	:	Hamilton
Amount	:	\$7,736.68
Surety Company	:	RLI Insurance Company (CMS0326614)

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

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

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: Fischer Development Co., Dave Stroup, 3940 Olympic Blvd, Suite 100, Erlanger KY 41018
RLI Insurance Company, 525 W. Van Buren, Suite 350, Chicago, IL 60607
Water/Sewer (file)
Bond Agreement file

Resolution

Number 21-1551

Adopted Date November 09, 2021

APPROVE A SIDEWALK BOND RELEASE FOR M/I HOMES OF CINCINNATI, LLC FOR COMPLETION OF IMPROVEMENTS OF SIDEWALK ALONG STILLWATER DRIVE BETWEEN THE PATHWAY AND US 22/SR 3 IN RIVERCREST, SECTION ONE SITUATED IN HAMILTON TOWNSHIP.

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

BOND RELEASE

Bond Number	:	19-010 (S)
Development	:	Rivercrest, Section One - Stillwater Drive
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Hamilton
Amount	:	\$20,277.40
Surety Company	:	Berkley Insurance Company (0222652)

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

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

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 21-1552

Adopted Date November 09, 2021

ACCEPT AN AMENDED CERTIFICATE DECREASE AND APPROVE AN APPROPRIATION DECREASE IN FUND #4434 AND APPROVE AN OPERATIONAL TRANSFER FROM THE MOTOR VEHICLE FUND #2202 INTO THE BUTLER WARREN/LIBERTY WAY AND MASON ROADS FUND #4434 AND APPROVE REPAYMENT OF A CASH ADVANCE FROM THE BUTLER WARREN/LIBERTY WAY AND MASON ROADS #4434 INTO THE MOTOR VEHICLE FUND #2202 TO FINALIZE THE LIBERTY WAY/MASON RD TURN LANE PROJECT

BE IT RESOLVED, to accept an amended certificate decrease in the amount of \$566,941.04, and approve the following operational transfer and cash advance repayment:

Appropriation Decrease:

\$488,520.56 from #44343130-5320 (Capital Purchases)

Operational Transfer:

\$177,855.53 from #22023120-5997 (Operational Transfer-Out)
into #4434-49000 (Operational Transfer-In)

Repayment of Cash Advance

\$246,971.00 from #4434-45556 (Advances of Cash Out)
into #2202-45555 (Advances of Cash In)

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

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

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Amended Cert. file
Appropriation Decrease file
Operational Transfer file

Cash Advance file
Engineer (file)
OMB

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

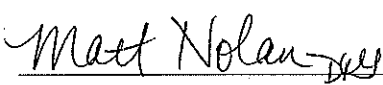
Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, November 2, 2021

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2021, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Capital Projects	Jan. 1st, 2021	Taxes	Other Sources	Total
Liberty Way/Mason Road Turn Lane	\$78,420.48		(\$59,035.04)	\$19,385.44
Fund 4434				
TOTAL	\$78,420.48	\$0.00	(\$59,035.04)	\$19,385.44

)
 _____)
 _____) Budget
 _____) Commission
 _____)

AMEND 21 19
 Fund 4434 42625 (-250,854.57)
 Fund 4434 49000 (-316,086.47)
 (Actual revenues of \$187,935.96 less cash advance balance of 246,971.00=(59,035.04) Other Sources)

Resolution

Number 21-1553

Adopted Date November 09, 2021

APPROVE SUPPLEMENTAL APPROPRIATION INTO GENERAL FUND 11011111

WHEREAS, the 2020 Humane Society rent invoice was received in January 2021 and the established purchase order did not cover the total 2020 rent, therefore leaving the 2021 appropriation insufficient for the current year rent; and

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 7,000.00 into #11011111-5783 (BOCC Grant Humane Society)

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation. file
OMB (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1554

Adopted Date November 09, 2021

APPROVE SUPPLEMENTAL APPROPRIATION WITHIN SHERIFF'S OFFICE FUND
#6630

BE IT RESOLVED, to approve the following supplemental appropriation within Warren County
Sheriff's Office Fund #6630:

\$10,693.65 into 66302258-5114 (Overtime Pay)

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

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

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Sheriff (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1555

Adopted Date November 09, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO INFORMATION TECHNOLOGY FUND #11011400

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Information Technology Fund #11011400 in order to process a vacation and sick leave payout for Daniel Jacobs former employee of Information Technology:

\$22,620.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
into #11011400-5882 (Information Technology - Vacation Leave Payout)

\$504.00 from #11011110-5881 (Commissioners - Vacation Leave Payout)
into #11011400-5881 (Information Technology - Sick Leave Payout)

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Information Technology (file)
OMB

Resolution

Number 21-1556

Adopted Date November 09, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF'S OFFICE - CORRECTIONS FUND #11012210

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Sheriff's Office – Corrections Fund #11012210 in order to process a vacation and leave payout for Haley Stalbosky former employee of Sheriff's Office - Corrections:

\$2,150.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012210-5882	(Sheriff's Office – Corrections - Vacation Leave Payout)

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


Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Sheriff (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1557

Adopted Date November 09, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
SERVICES FUND #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 5,000.00 from #11011223-5820 (Health/Life Insurance)
 into #11011223-5855 (Clothing/Personal Equipment)

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

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

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 21-1558

Adopted Date November 09, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMON PLEAS COURT FUND
11011223 INTO 11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 18,500.00	from	#11011223 5102	(Regular Salaries)
	into	#11011220 5318	(Non Capital Purchases w/DA)

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

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

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1559

Adopted Date November 09, 2021

APPROVE APPROPRIATION ADJUSTMENTS WITHIN FACILITIES MANAGEMENT
#11011600

BE IT RESOLVED, to approve the following appropriation adjustments:

\$10,000.00 from #11011600-5910 (Other Expense)
Into #11011600-5317 (Non-Capital Purchase)

\$40,000.00 from #11011600-5430 (Utilities)
Into #11011600-5400 (Purchased Services)

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

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

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Facilities Management (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1560

Adopted Date November 09, 2021

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND
11011150

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2,000.00 from #11011150-5400 (Purchased Services)
 into #11011150-5850 (Training/Education)

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

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

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

MRB/

cc: Auditor ✓
Appropriation Adjustment file
Prosecutor (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1561

Adopted Date November 09, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND
#10111240

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

\$ 1,400.00	from	11011240-5830	(Juv Ct Worker's Compensation)
	into	11011240-5910	(Juv Ct Other Expense)

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

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

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1562

Adopted Date November 09, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM JUVENILE COURT FUND #11011240
TO PROBATE COURT FUND #10111250

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court
Fund #11011240 to Probate Court fund #11011250

\$ 11,000.00 from 11011240-5102 (JUV CT Regular Salaries)
into 11011250-5102 (Probate Regular Salaries)

\$ 1800.00 from 11011240-5811 (JUV PERS)
into 11011250-5811 (Probate PERS)

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

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

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

Resolution

Number 21-1563

Adopted Date November 09, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM JUVENILE DETENTION FUND
#11012600 TO JUVENILE PROBATION FUND #10112500

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile
Detention Fund #11012600 to Juvenile Probation fund #11012500

\$ 6,600.00 from 11012600-5102 (Regular Salaries)
 into 11012500-5102 (Regular Salaries)

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

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

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

Resolution

Number 21-1564

Adopted Date November 09, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN MARY HAVEN FUND #2270

BE IT RESOLVED, to approve the following appropriation adjustments within Mary Haven Fund #2270.

\$900.00	from	22701240-5102	(Regular Salaries)
	into	22701240-5882	(Vacation Leave Payout)

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

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

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

Resolution

Number 21-1565

Adopted Date November 09, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN GRANTS FUND #2265

BE IT RESOLVED, in order to process vouchers with the appropriate object code, it is necessary to approve the following appropriation adjustment:


\$55,035.96	from	#22653420-5317	(CDBG – Non Capital Purchase)
	into	#22653425-5317	(Program Income – Non Capital Purchase)

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

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

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Auditor
Appropriation Adj. file
OGA (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1566

Adopted Date November 09, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND
NO. 5510

WHEREAS, the Water and Sewer Department incurs overtime costs due to preventative maintenance and an increase in water main breaks; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustment:


\$10,000.00	from	55103200 - 5102	(Regular Salaries)
	into	55103200 - 5114	(Overtime Pay)

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

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

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

mbz

cc: Auditor
Appropriation Adj. file
Water/Sewer (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1567

Adopted Date November 09, 2021

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUND #6630

BE IT RESOLVED, to approve the following appropriation adjustments within Warren County Sheriff's Office Fund #6630:

\$4,306.35 from 66302258 5820 (Health & Life Insurance)
 into 66302258 5114 (Overtime)

\$1,500.00 from 66302258 5820 (Health & Life Insurance)
 into 66302258 5102 (Regular Salaries)

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Sheriff's Office (file)

Resolution

Number 21-1568

Adopted Date November 09, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN HEALTH INSURANCE FUND 6632

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 3,000.00	from	#66320100-5910	(Health – Other Expense)
\$ 1,500.00	from	#66320100-5850	(Health – Training & Education)
\$ 4,500.00	into	#66320100-5932	(Health – Medical/Rx Claims)

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

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

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
OMB (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1569

Adopted Date November 09, 2021

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
ENG	FISHBECK	ENG. CONSULTING SERV CONTRACT FOR TURTLECREEK SUB.	\$ 8,600.00
ENG	BLANKET	RIGHT OF ENTRY ON LOWER SPRINGBORO RD FOR A C	\$ 1.00

PO CHANGE ORDER

Department	Vendor Name	Description	Amount
WAT	BUILDING CRAFTS INC.	RAR WATER SOFTENING UPGRADE	\$ 1,646,780.40 DECREASE

11/9/2021 APPROVED:



Tiffany Zindel, County Administrator

Resolution

Number 21-1570

Adopted Date November 09, 2021

APPROVE APPOINTMENT TO THE WARREN COUNTY PORT AUTHORITY

WHEREAS, Tammy Laine desires to resign her board position on the Warren County Port Authority expiring on March 6, 2022.

WHEREAS, this Board desires to fill one (1) appointment for the time remaining on the term; and

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

Appointment

Dr. Keith D. Bricking term to expire on March 6, 2022
President
Atrium Medical Center
1 Medical Center Dr.
Middletown, OH 45005
937-219-6544

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

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

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Port Authority (file)
Appointment file
Appointee
L. Lander

Resolution

Number 21-1571

Adopted Date November 09, 2021

AUTHORIZE COUNTY ADMINISTRATOR OR DEPUTY COUNTY ADMINISTRATOR TO SIGN SETTLEMENT DOCUMENT RELATIVE TO THE NATIONAL OPIOID SETTLEMENT AND J & J JANSSEN CONSISTENT WITH THE TERMS OF PRIOR AGREEMENTS

WHEREAS, the County has been notified by Plevin & Gallucci Company, L.P.A., legal representation for the County relative to the National Opioid Distributor Settlement that an additional authorization is needed to execute settlement documents with J & J Janssen (“Settling Distributors”) pursuant to the OneOhio Memorandum of Understanding regarding the pursuit and use of potential opioid litigation settlement funds and consistent with the material terms of prior agreements:

WHEREAS, Warren County, Ohio (herein “Municipality”) is a county formed and organized pursuant to the Constitution and laws of the State of Ohio; and

WHEREAS, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and

WHEREAS, the State of Ohio, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and

WHEREAS, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio; and

WHEREAS a settlement proposal is being presented to the State of Ohio and Local Governments by distributor J & J Janssen to resolve governmental entity claims in the State of Ohio using the structure of the OneOhio MOU and consistent with the material terms of prior agreements; and

WHEREAS, the Warren County Board of Commissioners wishes to agree to the material terms of the proposed National Opioid Distributor Settlement Agreement with the Settling Distributors (the “Proposed Settlement”):

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Warren County, Ohio

Section 1. That Tiffany Zindel, Warren County Administrator or Martin Russell, Warren County Deputy County Administrator, hereby accepts, or is authorized to accept the Proposed Settlement on behalf of the Warren County Board of Commissioners relative to J & J Janssen.

RESOLUTION 21-1571
NOVEMBER 09, 2021
PAGE 2

Section 2. That it is found and determined that all formal actions of this Board relating to the adoption of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

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

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

Resolution adopted this 9th day of November 2021.

BOARD OF COUNTY COMMISSIONERS

A handwritten signature in black ink, appearing to read "Tina Osborne", written over a horizontal line.

Tina Osborne, Clerk

Tz/

cc: Commissioners file
Frank Gallucci
Prosecutor (file)

Litigation file