

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-0594

Adopted Date April 26, 2022

APPROVE PAY INCREASE FOR MULTIPLE EMPLOYEES WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, multiple employees have obtained an Ohio EPA laboratory certification; and

WHEREAS, pursuant to Water and Sewer Work Rule number 3.2, employees maintaining an Ohio EPA laboratory certification are entitled to a five (5) percent increase; and

NOW THEREFORE BE IT RESOLVED, to approve a pay increase for the following employees within the Water and Sewer Department effective pay period beginning April 23, 2022:

Nick Zimmerman	\$32.54 hour
Shawn Martin	\$20.66 hour
Tal Jernigan	\$21.39 hour
Mark Lashley	\$17.39 hour

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

Resolution adopted this 26<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
Personnel files  
OMB – Sue Spencer

# Resolution

Number 22-0595

Adopted Date April 26, 2022

ACCEPT RESIGNATION OF JAMES BLAIR, SEWER COLLECTION WORKER III,  
WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE  
APRIL 22, 2022

BE IT RESOLVED, to accept the resignation of James Blair, Sewer Collection Worker III, within  
the Warren County Water and Sewer Department, effective April 22, 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 – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 26<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
J. Blair's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 22-0596

Adopted Date April 26, 2022

ACCEPT RESIGNATION OF JEANNE JOHNSON, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE MAY 5, 2022

BE IT RESOLVED, to accept the resignation, of Jeanne Johnson, Emergency Communications Operator, within the Warren County Emergency Services Department, effective May 5, 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 – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 26<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 22-0597

Adopted Date April 26, 2022

## REMOVE PROBATIONARY EMPLOYEE KRISTIN MULLENIX, WITHIN FACILITIES MANAGEMENT

WHEREAS, Ms. Mullenix began employment as a custodian with the Warren County Facilities Management Department on April 11, 2022, and is subject to a 365-day probationary period; and

WHEREAS, Section 3.02 (G) of the Personnel Policy Manual states that a newly hired probationary employee may be terminated at any time during his/her probationary period; and

WHEREAS, the Director of Facilities Management recommends said employee be terminated for failing to meet the required standards of her position; and

NOW THEREFORE BE IT RESOLVED, to remove Kristin Mullenix from employment within the Warren County Facilities Management Department, effective April 11, 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 – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 26<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 22-0598

Adopted Date April 26, 2022

AMEND RESOLUTION #22-0429 APPROVING THE HIRE OF ARYNN HINDS AS ELIGIBILITY REFERRAL SPECIALIST I WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, pursuant to resolution 22-0429, Ms. Hinds was hired as an Eligibility Referral Specialist I at a pay rate of \$15.34 per hour; and

WHEREAS, department would like to hire Arynn Hinds as an Eligibility Referral Specialist II versus Eligibility Referral Specialist I at a starting wage of \$16.07 per hour; and

NOW THEREFORE BE IT RESOLVED, to amend resolution #22-0429, adopted March 29, 2022 to reflect the position of Eligibility Referral Specialist II at a pay rate of \$16.07 per hour.

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 – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 26<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: A Hinds' Personnel file  
Human Services (file)  
OMB – Sue Spencer

# Resolution

Number 22-0599

Adopted Date April 26, 2022

APPROVE PROMOTION FOR JADE HOLLON, FROM ELIGIBILITY REFERRAL SPECIALIST I TO ELIGIBILITY REFERRAL SPECIALIST II, WITHIN WARREN COUNTY JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, the department has interviewed internal and external candidates and recommends Jade Hollon be promoted to Eligibility Referral Specialist II pay period beginning May 7, 2022; and


NOW THEREFORE BE IT RESOLVED, to promote Jade Hollon from Eligibility Referral Specialist I to Eligibility Referral Specialist II within Warren County Job and Family Services, Human Services Division, effective pay period beginning May 7, 2022, full time, pay range #6, \$16.55 per hour with 180-day probationary period.

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

Resolution adopted this 26<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Human Services (file)  
J. Hollon's Personnel file  
OMB-Sue Spencer

# Resolution

Number 22-0600

Adopted Date April 26, 2022

PROMOTE ANNA WHITE TO THE POSITION OF ELIGIBILITY REFERRAL SPECIALIST III WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, the department interviewed all internal candidates, and the director has recommended to promote Anna White from Eligibility Referral Specialist II to Eligibility Referral Specialist III; and

NOW THEREFORE BE IT RESOLVED, to promote Anna White to Eligibility Referral Specialist III within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, exempt status, Pay Grade #7, \$17.29 per hour, effective pay period beginning May 7, 2022 subject to 180-day probationary period.

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 – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 26<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)  
A. White's Personnel File  
OMB – Sue Spencer

# Resolution

Number 22-0601

Adopted Date April 26, 2022

PROMOTE REBECCA BRADLEY TO THE POSITION OF ELIGIBILITY REFERRAL SPECIALIST III WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, the department interviewed all internal candidates and the director has recommended to promote Rebecca Bradley from Eligibility Referral Specialist II to Eligibility Referral Specialist III; and

NOW THEREFORE BE IT RESOLVED, to promote Rebecca Bradley to Eligibility Referral Specialist III within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, exempt status, Pay Grade #7, \$17.29 per hour, effective pay period beginning May 7, 2022 subject to 180 probationary period.

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

Resolution adopted this 26<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)  
R. Bradley's Personnel File  
OMB – Sue Spencer



# Resolution

Number 22-0602

Adopted Date April 26, 2022

APPROVE AND AUTHORIZE THE PROMOTION FOR KAYLA CREECH, FROM ELIGIBILITY REFERRAL SPECIALIST I TO ELIGIBILITY REFERRAL SPECIALIST II, WITHIN WARREN COUNTY JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, the department has interviewed internal and external candidates and recommends Kayla Creech be promoted to Eligibility Referral Specialist II, pay period beginning May 7, 2022; and

NOW THEREFORE BE IT RESOLVED, to promote Kayla Creech from Eligibility Referral Specialist I to Eligibility Referral Specialist II within Warren County Job and Family Services, Human Services Division, effective pay period beginning May 7, 2022, full time, pay range #6, \$16.55 per hour with 180-day probationary period.

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

Resolution adopted this 26<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Human Services (file)  
K. Creech's Personnel file  
OMB-Sue Spencer

# Resolution

Number 22-0603

Adopted Date April 26, 2022

APPROVE AND AUTHORIZE THE PROMOTION FOR STEPHANIE DAVIS, FROM ELIGIBILITY REFERRAL SPECIALIST I TO ELIGIBILITY REFERRAL SPECIALIST II, WITHIN WARREN COUNTY JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, the department has interviewed internal and external candidates and recommends Stephanie Davis be promoted to Eligibility Referral Specialist II pay period beginning May 7, 2022; and

NOW THEREFORE BE IT RESOLVED, to promote Stephanie Davis from Eligibility Referral Specialist I to Eligibility Referral Specialist II within Warren County Job and Family Services, Human Services Division, effective pay period beginning May 7, 2022, full time, pay range #6, \$16.07 per hour with; and


BE IT FURTHER RESOLVED, Ms. Davis will receive a three (3) percent increase upon completion of her original 365-day probation period in September 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 – yea  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 26<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)  
S. Davis' Personnel file  
OMB-Sue Spencer

# Resolution

Number 22-0604

Adopted Date April 26, 2022

APPROVE A DEMOTION AND A SALARY DECREASE FOR TERRY FINAMORE, ELIGIBILITY REFERRAL SPECIALIST III WITHIN WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Ms. Finamore, has requested to step down from the Eligibility Referral Specialist III position to an Eligibility Referral Specialist II position, effective pay period beginning May 7, 2022; and

NOW THEREFORE BE IT RESOLVED, to demote Terry Finamore from Eligibility Referral Specialist III to Eligibility Referral Specialist II within Warren County Department of Job and Family Services, Human Services Division; and

BE IT FURTHER RESOLVED, to approve Terry Finamore's salary decrease to \$18.46 per hour, effective pay period beginning May 7, 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 – yea  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 26<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

H/R

cc: Human Services (file)  
T. Finamore's Personnel file  
OMB – Sue Spencer

# Resolution

Number 22-0605

Adopted Date April 26, 2022

ACCEPT RESIGNATION OF AIMEE BURKE, PROTECTIVE SERVICES SUPERVISOR,  
WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES,  
CHILDREN SERVICES DIVISION, EFFECTIVE MAY 13, 2022

BE IT RESOLVED, to accept the resignation of Aimee Burke, Protective Services Supervisor,  
within the Warren County Department of Job and Family Services, Children Services Division,  
effective May 13, 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 – yea  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 26<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Children Services (file)  
Aimee Burke's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 22-0606

Adopted Date April 26, 2022

PROMOTE TARA KOGER TO THE POSITION OF ALTERNATIVE RESPONSE SUPERVISOR, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the department interviewed all internal candidates, and the director has recommended promoting Tara Koger to the position of Alternative Response Supervisor; and


NOW THEREFORE BE IT RESOLVED, to promote Tara Koger to Alternative Response Supervisor within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade # A, \$2,235.60 bi-weekly effective pay period beginning May 7, 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 – yea  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 26<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 22-0607

Adopted Date April 26, 2022

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,  
APRIL 28, 2022

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday, April 28, 2022.

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

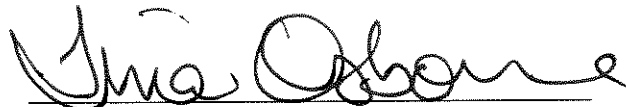
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 26<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: Auditor   
Commissioners' file  
Press

# Resolution

Number 22-0608

Adopted Date April 26, 2022

APPROVE NOTICE OF INTENT TO AWARD BID TO BUILDING CRAFTS, INC. FOR THE SYCAMORE TRAILS WASTEWATER TREATMENT PLANT UPGRADES PROJECT

WHEREAS, bids were closed at 11:00 a.m., on April 14, 2022, and the bids received were opened and read aloud for the Sycamore Trails Wastewater Treatment Plant Upgrades Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Kathryn Gilbert, Staff Engineer, Building Crafts, Inc. has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Water and Sewer Department, that it is the intent of this Board to award the contract to Building Crafts, Inc., 2 Rosewood Drive, Wilder, Kentucky 41076, for a total bid price of \$7,149,410.00; and

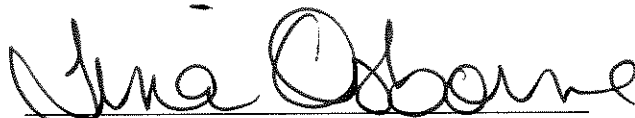
BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

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

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

Resolution adopted this 26<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
OMB Bid file

# Resolution

Number 22-0609

Adopted Date April 26, 2022

## ADVERTISE FOR BIDS FOR THE 2022 WELL REDEVELOPMENT PROJECT

BE IT RESOLVED, to advertise for bids for the 2022 Well Redevelopment 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 and for two consecutive weeks on the County website, beginning the week of May 1, 2022; bid opening to be May 26, 2022 @ 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 – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 26<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP

cc: Water/Sewer (file)  
OMB Bid file



# Resolution

Number 22-0610

Adopted Date April 26, 2022

AMEND PORTION OF RESOLUTION #22-0473, ADOPTED APRIL 05, 2022 RELATIVE TO THE AMOUNT OF THE CONTRACT AWARDED TO JESS HOWARD ELECTRIC COMPANY FOR THE 2022 IMPROVEMENTS TO WARREN COUNTY AIRPORT – JOHN LANE FIELD TAXIWAY LIGHTING AND NEW WIND CONE PROJECT

WHEREAS, Resolution #22-0473, adopted April 05, 2022, approved a total bid price of \$271,472.00; and

WHEREAS, an error was discovered in the amount of the total bid price; and

WHEREAS, in order to correct said error an amendment to only that portion of the resolution is necessary; and

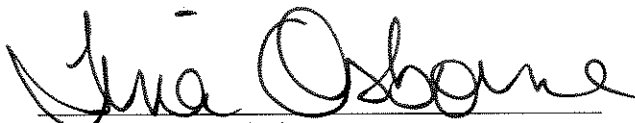
NOW THEREFORE BE IT RESOLVED, to change the total bid price in Resolution #22-0473 from \$271,472.00 to \$194,897.80

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

Resolution adopted this 26<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Airport (file)  
OMB Bid file

# Resolution

Number 22-0611

Adopted Date April 26, 2022

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

WHEREAS, Fraternal Order of Orioles, Post 263 is holding an event at the Warren County Fairgrounds on May 7, 2022; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign a permit application from the Ohio Department of Commerce, Division of Liquor Control, on behalf of the Fraternal Order of Orioles, Post 263 for the purpose of obtaining a liquor license during an event being held at the Warren County Fairgrounds; copy of said application is attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 26<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Ohio Department of Commerce, Division of Liquor Control  
Fraternal Order of Orioles, Post 263 C/O Tim Humphries  
Agricultural Society (file)

# Resolution

Number 22-0612

Adopted Date April 26, 2022

AUTHORIZE COUNTY ENGINEER TO EXECUTE LPA (LOCAL PUBLIC AGENCY) FEDERAL LOCAL – LET PROJECT AGREEMENT WITH OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE WAR-CR VAR GR FY 2026 GUARDRAIL IMPROVEMENT PROJECT (PID # 114003) TO IMPROVE EXISTING GUARDRAIL ON VARIOUS COUNTY ROADS

WHEREAS, the Warren County Engineer has determined that guardrail improvement is necessary to improve existing guardrail on various county roads; and

WHEREAS, in 2020 the Warren County Engineer applied for and received Federal HSIP (Highway Safety Improvement Program) Funding administered by ODOT for guardrail improvements to existing guardrail on various county roads (WAR VAR GUARDRAIL FY 2026 - PID # 114003) to be constructed and funded in 2026; and

WHEREAS, it is necessary to enter into a Local Public Agency Federal Local –Let Project Agreement with ODOT (Agreement # 37152) in order for the County Engineer to bid out and complete the construction of the project and for ODOT to reimburse the County Engineer for the Federal HSIP share of the project costs, which is 100% of the eligible costs, up to a maximum of \$300,000.00; and

NOW THEREFORE BE IT RESOLVED, to Authorize the County Engineer to execute a LPA (Local Public Agency) Federal Local –Let Project Agreement (Agreement # 37152 - as attached hereto and made a part hereof) with ODOT for the WAR VAR GUARDRAIL FY 2026 Improvement Project (PID # 114003).

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 – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 26<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—ODOT  
Engineer (file)

DUNS/SAM Unique Entity ID: \_\_\_\_\_

CFDA 20.205

**LPA FEDERAL LOCAL-LET PROJECT AGREEMENT**

**THIS AGREEMENT** is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and **the Warren County Engineer's Office** hereinafter referred to as the LPA [acting by and through **210 W Main St, Lebanon, OH 45036**].

**1. PURPOSE**

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The **upgrade to existing guardrail on various county roads in Warren County** (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

**2. LEGAL REFERENCES AND COMPLIANCE**

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
- a. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
  - b. Federal Funding Accountability and Transparency Act of 2006 (FFATA);
  - c. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
  - d. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
  - e. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT).
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.
- 2.3 The LPA shall have on file a completed and approved Local-let Participation Requirement Review Form before the first required submission of the Project's Stage Plan Set. Failure to comply will result in the delay of the Federal Authorization, for Construction, until the Form has been completed

and approved. Failure to submit a completed Form will result in the Project reverting to ODOT-let and the LPA will be prohibited from participating in the Local-let Program, until the Form is completed and approved by the Department.

### 3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be **\$300,000** as set forth in Attachment 1. ODOT shall provide to the LPA **100** percent of the eligible costs, up to a maximum of **\$300,000** in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.
- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

### 4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.
- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication). Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: ODOT's Office of Local Programs
- 4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the Project Design Engineer and serve as the LPA's principal representative for attending to project responsibilities or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC Sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: [www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT](http://www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT)
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

### 5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related

regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at ODOT's Office of Contracts. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a NOI to Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-Let LPA projects, they may use an alternative post-construction BMP criterion with Ohio EPA approval.

## 6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant

for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with Sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

## 7. ADVERTISING, SALE AND AWARD

- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.

- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100 percent locally-funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100 percent locally-funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC Section 9.24, that the contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.
8. CONSTRUCTION CONTRACT ADMINISTRATION
- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC Sections



153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.

- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA requests reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.
- 8.7 Payment or reimbursement to the LPA shall be submitted to:

Warren County Engineer's Office
210 W Main St
Lebanon, OH 45036

- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.
- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within 6 months of the physical completion date of the PROJECT. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.
- 8.13 LPA's exercising their option to retain funds, must do so in strict accordance with the rules outlined in sections 153.12 and 153.14 of the Ohio Revised Code, and pursuant to 49 CFR 26.29(b)(3). LPAs shall also monitor the return of retainage and may only withhold retainage by selecting one of three specified methods outlined in 49 CFR 26.29(b)(3).
- 8.14 The LPA shall be responsible for verifying that a C92 GoFormz has been completed by the prime contractor for each subcontractor and material supplier working on the project, prior to starting work. This requirement will be routinely monitored by the District Construction Monitor to ensure compliance.

## 9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC Section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of

this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

## 10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this PROJECT for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the **ORC**.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.

### **GOOD FAITH EFFORTS**

In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts

to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.

The Contractor shall demonstrate its Good Faith Effort(s) (GFEs) by submitting information including but not limited to the following to the LPA:

- (1) All written quotes received from certified DBE firms;
- (2) All written (including email) communications between the Contractor and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;
- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

The LPA will send the GFE documentation including their recommendation to ODOT at the following address:

Office of Small & Disadvantaged Business Enterprise  
The Ohio Department of Transportation  
1980 West Broad Street, Mail Stop 3270  
Columbus, Ohio 43223

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Contractor has made adequate good faith efforts to meet the goal. ODOT will review the GFE documentation and the LPA's recommendation and issue a written determination on whether adequate GFEs have been demonstrated by the Contractor.

The Contractor may request administrative reconsideration within two (2) days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation  
Division of Chief Legal Counsel  
1980 West Broad Street, Mail Stop 1500  
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable.

ODOT may issue sanctions if the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort. ODOT may impose any of the following sanctions:

- (a) letter of reprimand;
- (b) contract termination; and/or
- (c) other remedies available by law including administrative suspension.

Factors to be considered in issuing sanctions include, but are not limited to:

- (a) the magnitude and the type of offense;
- (b) the degree of the Consultant's culpability;
- (c) any steps taken to rectify the situation;
- (d) the Contractor's record of performance on other projects including, but not limited to:
  - (1) annual DBE participation over DBE goals;
  - (2) annual DBE participation on projects without goals;
  - (3) number of complaints ODOT has received from DBEs regarding the Contractor;
  - and,
  - (4) the number of times the Contractor has been previously sanctioned by ODOT; and,
- (e) Whether the Contractor falsified, misrepresented, or withheld information.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:

- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
  - (2) cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

## 11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

## 12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of

such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.

- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.6 In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.
13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS
- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Neil F. Tunison, P.E., P.S.	Tammy K. Campbell, P.E.
Warren County Engineer's Office	District 8 Deputy Director
210 W Main St	505 South S.R. 741
Lebanon, OH 45036	Lebanon, OH 45036

15. GENERAL PROVISIONS

15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: [LPA official must initial the option selected.]

**1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.**

- (A) The LPA **does not** currently maintain an ODOT approved federally compliant time-tracking system<sup>1</sup>, **and**
- (B) The LPA **does not** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

**2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.<sup>2</sup>**

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

1 A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

2 [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A





**3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.<sup>3</sup>**

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, *and*
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.



**4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate.<sup>4</sup>**

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, *and*
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, *and*
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LAMP Manual of Procedures.

15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.

15.3 *Financial Reporting and Audit Requirements:* One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-federal entities, including ODOT's LPA sub recipients, that have aggregate federal awards expenditures from all sources of \$750,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

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non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

3 [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.

4 [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

Federal and State funds expended to or on behalf of a sub recipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the LPA may make this determination consistent with Section 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 15.4 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of project expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.5 *Ohio Ethics Laws:* LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 15.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 *Trade:* Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the LPA and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source

regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.
- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

<b>LPA: WARREN COUNTY</b>	<b>STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION</b>
By:	By: Jack Marchbanks, Ph.D.
Title: County Engineer	Director
Date:	Date:

**Attachment 1**

**PROJECT BUDGET – SOURCES AND USES OF FUNDS**

SOURCES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
USES										
PRELIMINARY DEVELOPMENT – <i>Environmental Documentation</i>										
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS										
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION										
PROJECT CONSTRUCTION COSTS				\$288,500	100	4HB7				\$288,500
INSPECTION				\$11,500	100	4HB7				\$11,500
TOTALS				\$300,000						\$300,000

Attachment 2

**DIRECT PAYMENT OF CONTRACTOR**

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (sub recipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We \_\_\_\_\_ request that all payments for the Federal/State share of the construction costs of this Agreement performed by \_\_\_\_\_ be paid directly to \_\_\_\_\_.

VENDOR Name:	
Oaks Vendor ID:	
Mailing Address:	
LPA signature:	

LPA Name:	
Oaks Vendor ID:	
Mailing Address:	
ODOT Approval signature:	

# Resolution

Number 22-0613

Adopted Date April 26, 2022

APPROVE COUNTY MOTOR VEHICLE TAX (CVT-376) FOR THE VILLAGE OF MAINEVILLE IN THE AMOUNT OF \$7,921.00

BE IT RESOLVED, to approve the following County Motor Vehicle Tax (CVT-376) for the Village of Maineville

<u>Project No.</u>	<u>Description</u>	<u>CVT Funds</u>
CVT – 376	Replace four current stop signs with four LED stop signs at the intersection of Zoar Rd. and E. Foster-Maineville Road	\$7,921.00

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

Resolution adopted this 26<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Engineer (file)  
Village of Maineville

# Resolution

Number 22-0614

Adopted Date April 26, 2022

APPROVE COUNTY MOTOR VEHICLE TAX (CVT-377) FOR THE VILLAGE OF CORWIN IN THE AMOUNT OF \$38,795.03

BE IT RESOLVED, to approve the following County Motor Vehicle Tax (CVT-377) for the Village of Corwin.

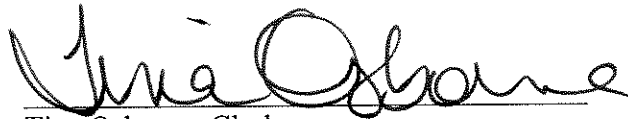
<u>Project No.</u>	<u>Description</u>	<u>CVT Funds</u>
CVT – 377	Repairs and pave John Street	\$38,795.03

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

Resolution adopted this 26<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)  
Village of Corwin



# Resolution

Number 22-0615

Adopted Date April 26, 2022

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO A RENTAL AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Rental Agreement with the following company, as attached hereto and made part hereof:

A & S Party Rentals  
300 Conover Drive  
Franklin Ohio, 45005

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

Resolution adopted this 26<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—OhioMeansJobs Warren County  
OhioMeansJobs (file)



**A&S PARTY RENTALS**  
 www.aspartyrental.com  
 937-885-5454 | 513-315-9110

Event Location  
**Ohio Means Jobs**  
**Attn: Matt Fetty**  
 755 Western Row Rd  
 Mason, OH 45040  
**Phone:**  
**Cell Phone: (513) 695-1178**

**Order Date: 4/19/2022 Order: 9543249**  
**Start Date: 4/28/2022 1:45pm**  
**End Date: 4/28/2022 4:30pm**  
**Delivery method: Drop-Off**

Name	Qty	Total
6' Banq. Wood Tables(Set Up Not Included/Must Protect Fr	55	\$492.25
90"x132" POLYESTER BANQUET LINENS (6' Banquet Floor Length)	1	\$0.00
Black 90"x132" Polyester Linen	20	\$339.00
<b>Rentals subtotal</b>		<b>\$831.25</b>
<b>Staffing</b>		<b>\$0.00</b>
<b>Delivery/Pick Up Fee</b>		<b>\$120.00</b>
<b>Fees</b>		<b>\$0.00</b>
<b>Discount</b>		<b>\$0.00</b>
<b>Sales Tax</b>	Exempt 0%	<b>\$0.00</b>
<b>Total</b>		<b>\$951.25</b>

**A & S PLAY ZONE LLC. 300 Conover Drive Franklin Ohio 45005**  
**937-885-5454 or 513-315-9110 Monday - Friday 9:00 a.m. - 5:30 p.m.**  
**www.aspartyrental.com (asplayzone.com)**

**AFTER HOURS EMERGENCY CONTACT NUMBER 937-885-5454**  
**\*\* RENTAL AGREEMENT \*\***

For good and valuable consideration, you and A & S Play Zone LLC d/b/a A & S Party Rental (also referred to herein as "A&S," "Lessor," "we," "us" and "our") agree as follows:

- As used herein, "P.1" refers to the first page or "face" of this Contract; "Contract" refers to P.1 together with these Terms and Conditions of Rental Contract; "Rented Item(s)" or "Item(s)" means the item(s) rented to you, as identified on P.1 (including any "Instructions" and/or safety equipment provided per the terms of Section [or "§"] 6 below); "Site" means the delivery and/or use address for the Rented Item(s)
- You agree to rent the Rented Item(s) from A&S for the period(s) specified on P.1 (the "Term"), to pay our stated rental rate(s) (the "Rent"), together with all other charges accruing hereunder, without proration, reduction or setoff, and to remain liable for all injuries, claims, liabilities and damages with the Rented Item(s) for the entire Term and until all such Item(s) is/are returned to and accepted by A&S in the return condition required under §§ 5 and 9 below.
- Except with respect to Item(s) we rent from third parties (each, a "TPO") and re-rent to you, A&S owns and will retain title to all Rented Items at all times. You will have exclusive control over the Rented Item(s) during the Term, subject however, to your duty to fully and timely comply with this Contract at all times. You SHALL NOT: (a) permit the taking or existence of any lien, claim, security interest or encumbrance on any Rented Item(s); (b) permit any Rented Item(s) to be taken or used outside of the State of Ohio; or (c) loan, transfer, sublease, re-rent, surrender possession or control of, sell, move delivered items, encumber, assign or dispose of any Item(s) or this Contract, without our prior written consent (in our sole discretion). We may sell and/or assign all or any part of our interests in such Item(s) and/or this Contract, in which event, you will attorn to the assignee, who will not be responsible for our pre-existing obligations or liabilities.
- We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree: (a) to pay A&S: (i) the Estimated Rent, together with any deposit specified on P.1 (or if none, 100% of the Estimated Rent) in advance (the "Prepayment"); and (ii) any additional amounts coming due hereunder upon demand; and (b) that: (i) we may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to us; and (iv) all Prepayments are NON-REFUNDABLE. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed abandoned. Unless otherwise specifically agreed by A&S, you are permitted to make only normal use of the Rented Item(s) on a single-event basis. Additional amounts will be due for late return(s), misuse and abuse. You will not be entitled to any cancellation right or reduction of Rent as a result of or in connection with time in transit, event(s) of force majeure or any other period(s) of nonuse. In regards to wedding or special events, any additions to orders are due two weeks prior to your delivery date. Due to the nature of our company no changes can be made 48 hours prior to the delivery on any orders.
- You will ensure the Site is fit for delivery and use of the Rented Item(s). If we agree to provide any services (e.g., delivery, setup, retrieval, etc.) you agree to: (a) pay our charge(s) for the same, and for all waiting time at \$25 per hour per staff member; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have full access to the Site. We will not be responsible for delay(s) caused by any other parties, including

providers of goods or services ("Other Providers"). You agree to accept full responsibility for all Item(s) for the duration of the Term, and if you are not present upon delivery and/or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including the condition of the Rented Item(s) and the Site). **IMPORTANT:** Certain Rented Items may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, Covered, bagged, racked, folded, rolled and/or strapped ("Packed") to keep from damaging items. Chiavari Chairs must be stacked and covered separately or there will be a \$6.00 per chair charge for us to re-stack and cover. Dishes, utensils, flatware, charger plates, glasses must be washed and rinsed or you will be charged a fee double of rental for the cleaning fee. You will ensure that, upon return, all such Rented Items are similarly (and properly) Packed. **YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. PACKING WET OR DAMP RENTED ITEMS MAY RESULT IN MOLD AND/OR MILDEW, FOR WHICH YOU WILL BE LIABLE.**

6. Upon your receipt of the Item(s), unless you immediately reject it/them, you represent, warrant, acknowledge and agree that: (a) each Item; (i) is complete, in good repair and condition, free of defects, properly functioning, and in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was selected (not based on any recommendation by A&S), carefully examined, counted and tested by you or your agent(s); and (b) you; (i) have carefully reviewed all laws, rules, regulations, training materials, instructions, manuals and other information (including without limitation, all EPA, OSHA, NFPA, IFC, IBC, ASSE, ASME, IEEE and ANSI Standards) pertaining to such Item(s) ("Instructions"); (ii) will fully comply therewith; (iii) will use each Item only for its intended purpose, in a reasonable and safe manner; (iv) will give all required notice(s) to governmental authorities; (v) will timely obtain all licenses, permits, authorizations and approvals (including without limitation, the approval(s) of the Site's owner(s)); (vi) will ensure all underground utilities are properly marked before driving stakes or disturbing the ground surface (see below); (vii) will immediately cease using any Item that malfunctions or proves defective (a "Malfunction"); (viii) will post in a conspicuous place an OSHA-COMPLIANT EVACUATION PLAN for all Temporary Structures; (ix) WILL ENSURE THAT ALL CHILDREN IN, ON OR NEAR ANY RENTED ITEM(S) ARE SUPERVISED BY A COMPETENT ADULT AT ALL TIMES; and (x) will ensure that all others comply with this Section.

7. O.R.C. § 3781.25-32 requires that anyone penetrating the surface of the earth must have the utilities marked on their property before the "dig." The Ohio Utilities Protection Service (O.U.P.S.) will arrange to have any public underground utilities marked on the Site. Please call them at 1-800-362-2764 up to 10 days prior to the installation date, but no later than 48 hours prior thereto. The Ohio Oil & Gas Producers Utilities Protection Service (OGPUPS) should also be called. They can be reached at 1-614-715-2984. You will need to know your county, township, and township section number for your event location. Both services are free. See ORC §§ 153.64, and 3781.25-32, and .261 for more information.

8. In the event of a Malfunction (as defined in § 6), you agree to immediately cease using and evacuate the Malfunctioning Item and notify A&S. Provided the Malfunction did not result from any wrongful or negligent act or omission of, or any breach of this Contract by, you or anyone you permit to use or otherwise deal with any Rented Item(s), we will, at our option: (a) repair such Item; (b) provide you with a comparable item; or (c) with respect to the Malfunctioning Item, return the unused portion of the Rent and cancel this Contract. The foregoing remedies are EXCLUSIVE.

9. You agree to protect each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to A&S on time, complete, clean, dry, free of dirt, damage, burns, stains, contamination and debris, and otherwise in good order, condition and repair. If you fail to do so, you will pay A & S Play Zone LLC: (a) Rent for each succeeding full rental period until all Item(s) has/have been returned or replaced as required; You will ensure that each Item is used safely and only: (a) for its intended purpose(s); (b) within its rated capacity; (c) at the Site; and (d) in full compliance with the Instructions and all applicable laws, rules, regulations and insurance policies at all times. You will not, nor will you permit anyone else to: (i) use heat sources or open flames in, under or near any Temporary Structure(s); (ii) abuse, misuse, overuse, remove from the Site, conceal, modify, dismantle or damage any Rented Item(s); (iii) reposition any Temporary Structure (or any means of securement therefor, including lines and stakes); or (iv) take possession of or exercise control over any Rented Item(s), without our prior written consent (in our sole discretion).

10. A & S PLAY ZONE LLC IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEMS, all of which are provided "AS-IS". WE MAKE NO WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY(IES) OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND/OR CONTAMINATION, GOOD AND WORKMANLIKE PERFORMANCE, AND ANY WARRANTY(IES) ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE AND/OR USAGE OF TRADE) regarding any Item(s) or Service(s) referenced in this Contract, nor do we make any warranty against INTERFERENCE OR INFRINGEMENT, all of which you waive. No depictions, models, samples, descriptions, specifications, recommendations or advertisements made or accepted by A&S constitute representations or warranties by A&S. THERE ARE NO WARRANTIES OTHER THAN THOSE APPEARING ON THE FACE HEREOF.

11. **WARNINGS: THE RENTED ITEM(S) CAN BE DANGEROUS. EXERCISE EXTREME CARE AND ENSURE THAT ONLY PROPERLY QUALIFIED, INSTRUCTED, AND IF APPLICABLE, LICENSED, INDIVIDUALS USE AND/OR OTHERWISE DEAL WITH SUCH ITEM(S). TEMPORARY STRUCTURES MAY MOVE, LEAK, COLLAPSE, OVERTURN OR CATCH FIRE, PARTICULARLY DURING SEVERE WEATHER (e.g., heavy rain, snow, hail, and winds over 25 mph). If severe weather occurs or threatens, you agree to: (a) cause all persons to DISCONTINUE USING AND EVACUATE such Item(s); (b) protect such Item(s) and its/their contents; and (c) permit A & S Play Zone LLC to delay delivery, installation and/or use of, or dismantle and/or retrieve, any or all of such Item(s), without obligating us to do so.**

12.

13. You agree to maintain all insurance we may require, including without limitation: (a) commercial general and host liquor liability insurance with minimum limits of \$1,000,000 and property damage/inland marine insurance for the full (new) replacement cost of all Rented Item(s). Such policies shall, as applicable: (i) name A&S as an additional insured and loss payee on a closed-clause basis; (ii) (iii) be primary and non-contributory; and (iv) include a severability of interests clause and such other provisions as we may require.

14. If and only if, we have offered and you have purchased and paid for our OPTIONAL LIMITED DAMAGE WAIVER ("LDW") (set forth on P.1, if available) prior to commencement of the Term, you will have no liability to us for 80% of the cost to repair or replace Item(s) covered by LDW ("Covered Item(s)"). You will, however, remain fully liable for: (a) all loss of and damage to: (i) Item(s) not covered by LDW; (ii) Covered Item(s) lost or damaged as a result of: (A) your breach of this Contract; (B) theft or other failure to timely return Covered Item(s) to us; (C) gross negligence, misuse and/or abuse of Rented Item(s) (including without limitation, overturning and overloading); (D) vandalism and/or malicious mischief; and/or (E) use of any Item in violation of any law, warranty or insurance policy; (b) 20% of the first \$10,000 of repair/replacement costs for Covered Item(s); and (c) all repair and replacement costs exceeding \$10,000 in the aggregate across all Covered Item(s). You may decline LDW if you provide the property damage/inland marine insurance referenced in § 13. LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.

15. Your duties hereunder are unconditional. If: (a) you or any guarantor shall: (i) fail to fully and timely pay, honor, perform and/or comply with this Contract and/or any of your obligations hereunder; (ii) provide any incorrect or misleading information to A&S; (iii) become insolvent or declare bankruptcy; or (iv) die or cease conducting business; or (b) any Item(s) shall be lost or, unless covered by LDW, as provided in § 14, damaged, you will be in DEFAULT under this Contract, whereupon, we may with or without legal process or notice (and without liability to you), to the maximum

extent permitted under applicable law: (i) terminate your rental(s); (ii) seek relief from stay; (iii) recover, empty, detach, disable, relocate and/or store any Item(s) (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) retain all payments received from you or on your behalf and apply such payments to any amounts due and/or coming due hereunder as we deem appropriate in our sole discretion; (vii)(viii) pursue any other rights and/or remedies available hereunder, at law and/or in equity, all of which shall be cumulative.

16. You grant us a perpetual, paid-up, royalty-free license to create, edit, copy, display and distribute all audio and visual representations which include any Rented Item(s). We may, without notice or liability to you, monitor and/or inspect any Rented Item(s) at any time. If any performance required of us is impaired as a result of any act or omission of/by you, any Other Provider(s) or any "Act of God" or other event, fact or circumstance beyond A&S's reasonable control, we will be excused from such performance. You authorize A & S Play Zone LLC to charge all amounts due and coming due hereunder to any debit and/or credit card(s) you provide. Our maximum liability to you under this Contract is limited to the amount(s) actually paid by you to us hereunder. These Terms and Conditions apply to all Item(s) identified on P.1, and to all other Items you obtain from A&S at any time (unless we otherwise agree in writing). Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies will constitute an election of remedies or a waiver of any right or remedy we may have. You acknowledge that: (i) this Contract: (A) is fair and reasonable under the circumstances; and (B) shall be interpreted under the laws of Ohio; and (ii) proper venue for all associated civil legal proceedings shall lie solely in the federal, state and local courts located in or nearest to Warren County, OH (unless waived by A&S). You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum.

17. This Contract, together with any addenda we provide (including as applicable, our Temporary Structures and Inflatables Addenda(um)), each of which is incorporated herein, represent the entire agreement between you and A & S Play Zone LLC, superseding all other agreements and representations, as well as our website and advertising. The terms of this Contract are severable. If any of the terms of this Contract shall be deemed invalid or unenforceable by any court of competent jurisdiction, such term(s) will be deleted, and the remaining terms will continue in full force and effect. This Contract cannot be further amended or extended except in a writing signed by A&S. Digital, electronic, photocopied and facsimiled signatures and initials appearing on this Contract will be deemed originals.

18.

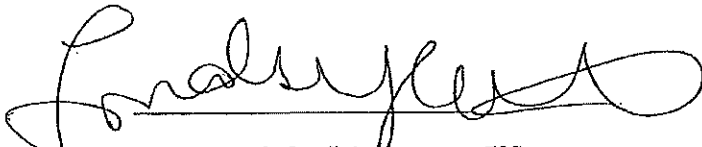
LESSOR: A & S Playzone, LLC.

Lessee will:

1. Provide 0 110volt/20amp electric circuits and 10/12 gauge cords for distances over 50ft.
2. Provide any required entrance and parking passes.
3. Provide a minimum of 0 adult volunteer(s) to operate the activities.

I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.

By my signature, I accept the terms of this Rental Agreement.



Matt Fetty  
Signature

4-26-22  
Date

Matt Fetty  
Printed Name

[Signature]  
BOCC President

APPROVED AS TO FORM  
[Signature]  
Keith W. Anderson  
Asst. Prosecuting Attorney

# Resolution

Number 22-0616

Adopted Date April 26, 2022

AUTHORIZE THE PRESIDENT OF THIS BOARD OF COMMISSIONERS TO SIGN A SUBGRANT AWARD AGREEMENT ON BEHALF OF THE GREATER WARREN COUNTY DRUG TASK FORCE

BE IT RESOLVED, to authorize the President of the Board to sign a Subgrant Award Agreement, on behalf of the Greater Warren County Drug Task Force for the Fiscal Year 2021 Edward Byrne Memorial Justice Assistance Grant, Subgrant Number 2021-JG-A01-6252, as attached hereto and made a part hereof, being funded through the U.S. Department of Justice Bureau of Justice Assistance, with the Ohio Office of Criminal Justice Services as the duly authorized State Agency; and

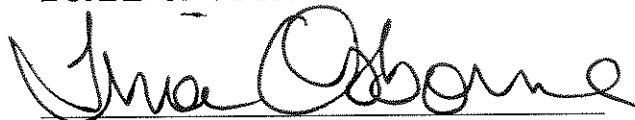
BE IT FURTHER RESOLVED, in the event funding is not available from the State of Ohio Office of Criminal Justice Services, the Warren County Board of Commissioners has no further obligation to fund this project.

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

Resolution adopted this 26<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

vsp\

cc: c/a – Ohio Office of Criminal Justice Services  
OGA  
Drug Task Force (file)  
Auditor's Office – Brenda Quillen



Department of  
Public Safety



Mike DeWine, Governor  
Jon Husted, Lt. Governor

Thomas J. Silekrath, Director  
Nicole M. Dehner, Executive Director

**SUBGRANT AWARD AGREEMENT**

**Subgrant Number: 2021-JG-A01-6252**

**Title: Greater Warren County Drug Task Force**

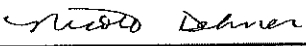
In accordance with the provisions of the Consolidated Appropriations Act, FY 2005, Public Law 108-447; 118 Stat. 2862, Catalog of Federal Domestic Assistance (CFDA) 16.738 Edward Byrne Memorial Justice Assistance Grant 2021 funded through the U.S. Department of Justice Bureau of Justice Assistance, the Ohio Office of Criminal Justice Services, as the duly authorized State Agency, hereby approves the project application submitted as complying with the requirements of the Agency for the fiscal year indicated in the subgrant number above and awards to the foregoing Subgrantee a Subgrant as follows:

Subgrantee:	Warren County Commissioners		
Implementing Agency:	Greater Warren County Drug Task Force		
Award Periods:	01/01/2022 to 12/31/2022		
Closeout Deadline:	03/01/2023		
Award Amounts:	OCJS Funds:	\$68,250.00	75%
	Cash Match:	\$22,750.00	25%
	Inkind Match:	\$0.00	
	Project Total:	\$91,000.00	100%

The terms set forth in the 'Responsibility for Claims' section of the OCJS Standard Federal Subgrant Conditions Handbook are subject to Ohio law, including section 3345.15 of the Ohio Revised Code and the Ohio Constitution. As a result, those terms may not apply to subgrant recipients who are political subdivisions of the state, and do not apply to state instrumentalities.

This Subgrant is subject to the statements as set forth in the approved Programmatic and Budget Application submitted and approved revisions thereto, as well as the OCJS Standard Federal Subgrant Conditions and Special Conditions to this Subgrant, which are attached hereto and hereby included by reference herein. The Subgrant is also bound by all applicable federal guidelines, as referenced in the Standard Conditions. Revisions to this Subgrant Award Agreement must be approved in writing by OCJS.

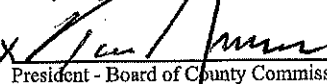
The Subgrant shall become effective as of the award date, for the period indicated, upon return to OCJS of this Subgrant Award Agreement executed on the behalf of the Subgrantee's and Implementing Agency's authorized official in the space provided below.

  
\_\_\_\_\_  
Nicole M. Dehner, Executive Director  
Ohio Office of Criminal Justice Services

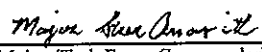
4/12/22  
\_\_\_\_\_  
Award Date

The Subgrantee agrees to serve as the official subrecipient of the award, agrees to provide the required match as indicated above, and assumes overall responsibility for compliance with the terms and conditions of the award. I hereby accept this Subgrant on behalf of the Subgrantee.

The Implementing Agency agrees to comply with the terms and conditions of the award. I hereby accept this Subgrant on behalf of the Implementing Agency.

  
\_\_\_\_\_  
President - Board of County Commissioners  
Warren County Commissioners

4-20-22  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Major (Task Force Commander) 4/18/22  
\_\_\_\_\_  
Date  
Greater Warren County Drug Task Force

ACCEPTED AS A CONDITION  
OF THE AWARD

"to save lives, reduce injuries and economic loss, to administer Ohio's motor vehicle laws and to preserve the safety and well being of all citizens with the most cost-effective and service-oriented methods available."

# Resolution

Number 22-0617

Adopted Date April 26, 2022

DECLARE VARIOUS ITEMS WITHIN FACILITIES MANAGEMENT AND SHERIFF'S OFFICE, AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

BE IT RESOLVED, to authorize disposal of various items from Facilities Management and Sheriff's Office in accordance with the Ohio Revised Code; list of said items 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 – yea  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 26<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

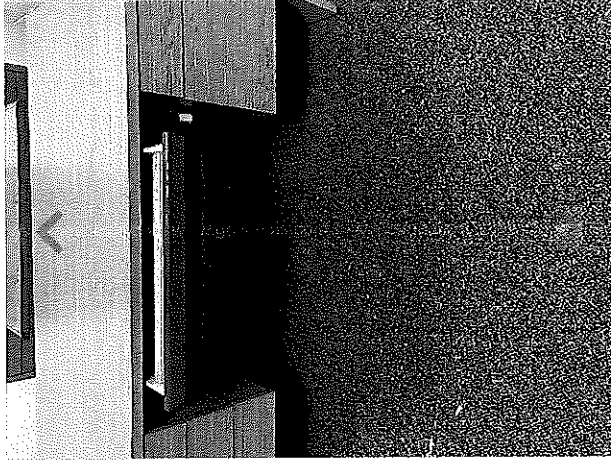
/tg

cc: 2022 Auction file  
Facilities Management (file)  
Brenda Quillen, Auditor's Office

Search Auctions



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## DESK WITH CREDENZA

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Furniture/Furnishings

FAC220243

DESK WITH CREDENZA

### ? Questions and Answers

There are currently no questions posted for this asset.

### >> Seller Information

[View other auctions from Warren County, OH](#)

**Seller Name** Warren County, OH [\[view seller's other assets\]](#)

**Asset Contact** [Traci Guthrie](#) (Phone: 513-695-2008)

**Asset Location** 430 Justice Dr  
Lebanon, Ohio 45036-2384  
[Map to this location](#)

### Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

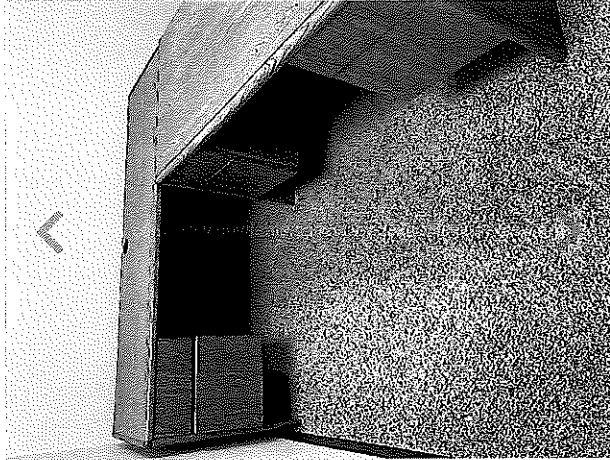
### \$ Payment



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## L SHAPE DESK WITH COAT CABINET & SHELVING UNIT

Auction Ends ET

Starting Bid \$0.00

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC220242

L SHAPE DESK WITH COAT CABINET AND SHELVING UNIT

### ? Questions and Answers

There are currently no questions posted for this asset.

### >> Seller Information



**Seller Name** Warren County, OH [\[view seller's other assets\]](#)

**Asset Contact** [Traci Guthrie](#) (Phone: 513-695-2008)

**Asset Location** 430 Justice Dr  
Lebanon, Ohio 45036-2384  
[Map to this location](#)

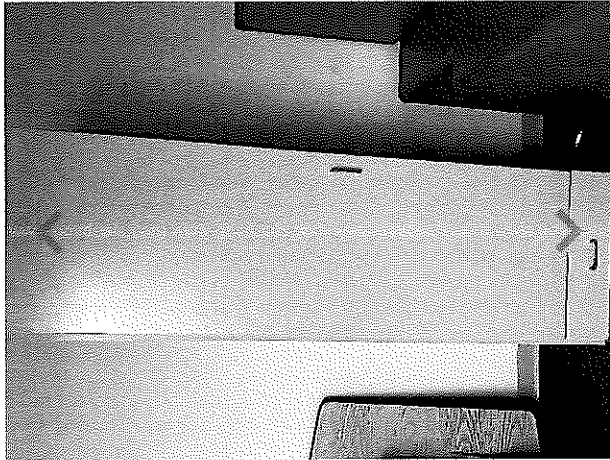
### Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

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## 2 - COAT CABINETS

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC220241

2 - COAT CABINETS

### ? Questions and Answers

There are currently no questions posted for this asset.

### >> Seller Information



Seller Name Warren County, OH [view seller's other assets](#)

Asset Contact [Traci Guthrie](#) (Phone: 513-695-2008)

Asset Location 430 Justice Dr  
Lebanon, Ohio 45036-2384  
[Map to this location](#)

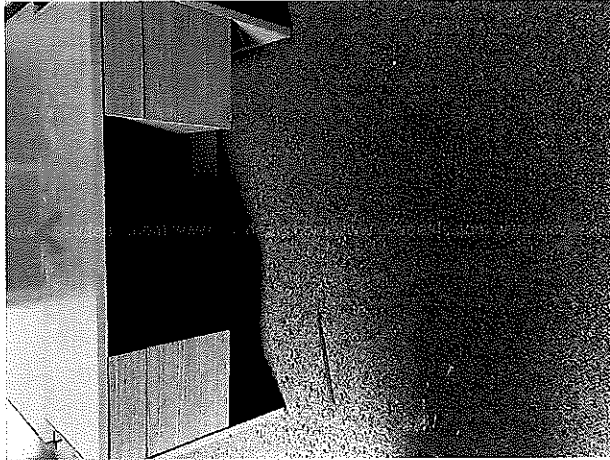
### Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

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## DESK WITH CREDENZA

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

**0** visitors

Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	FAC220240

DESK WITH CREDENZA

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



**Seller Name** Warren County, OH [\[view seller's other assets\]](#)

**Asset Contact** [Traci Guthrie](#) (Phone: 513-695-2008)

**Asset Location** 430 Justice Dr  
Lebanon, Ohio 45036-2384  
[Map to this location](#)

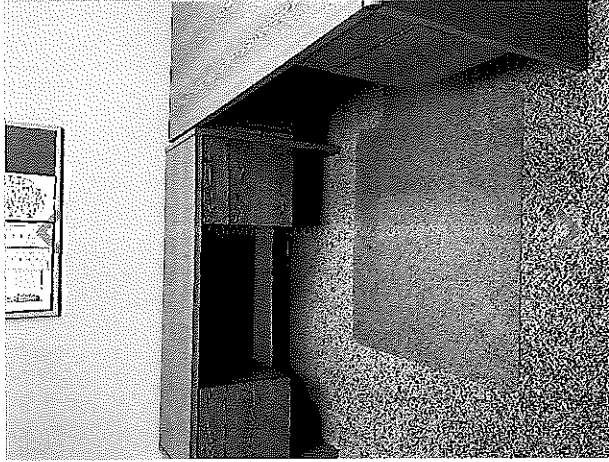
### Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

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## DESK WITH CREDENZA AND 2 DRAWER FILING CABINET

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	FAC220239

DESK WITH CREDENZA AND 2 DRAWER FILING CABINET

### ? Questions and Answers

There are currently no questions posted for this asset.

### >> Seller Information



**Seller Name** Warren County, OH [\[view seller's other assets\]](#)

**Asset Contact** [Traci Guthrie](#) (Phone: 513-695-2008)

**Asset Location** 430 Justice Dr  
Lebanon, Ohio 45036-2384  
[Map to this location](#)

### Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

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## STAND UP DESK

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	FAC220238

STAND UP DESK 42 INCH TALL 24 INCH DEEP 48 LONG

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information



Seller Name	Warren County, OH <a href="#">[view seller's other assets]</a>
Asset Contact	<a href="#">Traci Guthrie</a> (Phone: 513-695-2008)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>

## Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

## \$ Payment

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## MICROWAVE

Auction Ends ET

Starting Bid \$0.00

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition	Category	Inventory ID
Used/See Description	Cafeteria and Kitchen Equipment	FAC220237

MICROWAVE - HAMILTON BEACH

## ? Questions and Answers

There are currently no questions posted for this asset.

## >> Seller Information



**Seller Name** Warren County, OH [\[view seller's other assets\]](#)

**Asset Contact** [Traci Guthrie](#) (Phone: 513-695-2008)

**Asset Location** 430 Justice Dr  
Lebanon, Ohio 45036-2384  
[Map to this location](#)

## Q Inspection

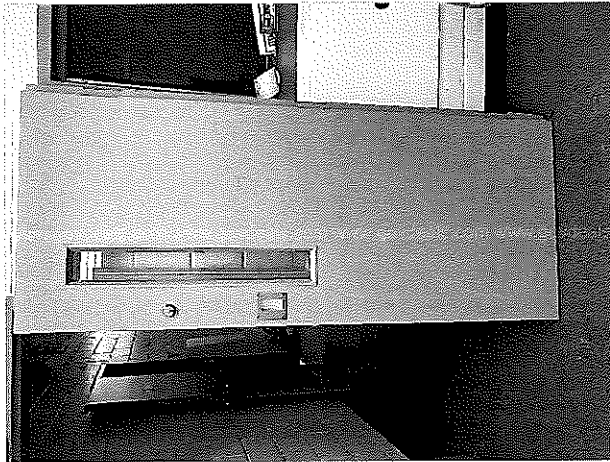
Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

## \$ Payment

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## 2- STEEL DOORS WITH SMALL WINDOWS

Auction Ends ET

Starting Bid \$0.00

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition

Category

Inventory ID

Used/See Description

Industrial Equipment, General

FAC220236

STEELE DOORS WITH SMALL WINDOW

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information



Seller Name

Warren County, OH [\[view seller's other assets\]](#)

Asset Contact

[Traci Guthrie](#) (Phone: 513-695-2008)

Asset Location

430 Justice Dr  
Lebanon, Ohio 45036-2384  
[Map to this location](#)

## Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

## \$ Payment

Search Auctions



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## LOT OF LIGHT BULBS & LIGHT FIXTURES

Auction Ends ET

Starting Bid \$0.00

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

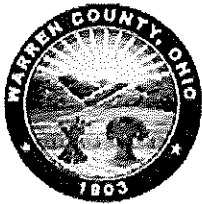
Condition	Category	Inventory ID
Used/See Description	Electrical Supplies	FAC220235

LOT OF LIGHT BULBS & LIGHT FIXTURES.

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



Seller Name	Warren County, OH <a href="#">[view seller's other assets]</a>
Asset Contact	<a href="#">Traci Guthrie</a> (Phone: 513-695-2008)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>

### Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

### \$ Payment



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A Liquidity Services Marketplace

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## BALLAST

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Electrical Supplies	FAC220234

BALLAST

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information



Seller Name Warren County, OH [view seller's other assets](#)

Asset Contact [Traci Guthrie](#) (Phone: 513-695-2008)

Asset Location 430 Justice Dr  
Lebanon, Ohio 45036-2384  
[Map to this location](#)

## Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

## \$ Payment

# GovDeals<sup>®</sup>

A Liquidity Services Marketplace

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## GLOBES

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Electrical Supplies	FAC220233

GLOBES

## ? Questions and Answers

There are currently no questions posted for this asset.

## >> Seller Information



Seller Name Warren County, OH [\[view seller's other assets\]](#)

Asset Contact [Traci Guthrie](#) (Phone: 513-695-2008)

Asset Location 430 Justice Dr  
Lebanon, Ohio 45036-2384  
[Map to this location](#)

## Q Inspection

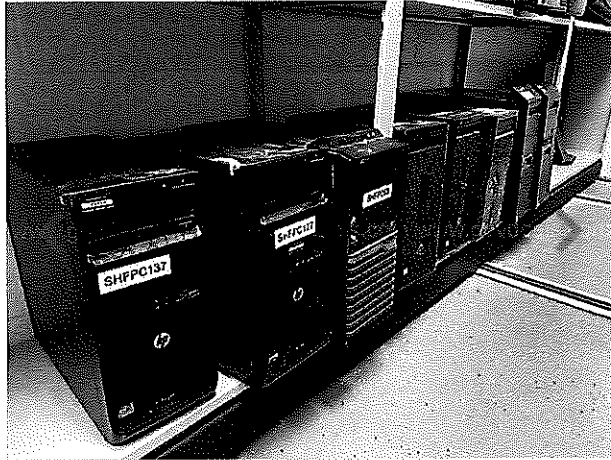
Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

## \$ Payment

Search Auctions



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14 computer towers, 11 computer monitors, 1 printer

Auction Ends ET

Starting Bid \$0.00

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors



Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computer Hardware	SHF22500

14 Computer towers, 11 computer monitors, and 1 printer

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information



Seller Name Warren County, OH [\[view seller's other assets\]](#)

Asset Contact [Craig Justice](#) (Phone: 513-695-1749 ext. 1749)

Asset Location 822 Justice Drive  
Lebanon, Ohio 45036  
[Map to this location](#)

## Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

# Resolution

Number 22-0618

Adopted Date April 26, 2022

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 4/19/22 and 4/21/22, 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 – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 26<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: Auditor

# Resolution

Number 22-0619

Adopted Date April 26, 2022

## ACKNOWLEDGE APPROVAL OF FINANCIAL TRANSACTIONS

WHEREAS, pursuant to Resolutions #10-0948 and #16-1936, this Board authorized approval of necessary financial documents in their absence by the County Administrator, Deputy County Administrator, or Clerk of Commissioners; and

WHEREAS, it is necessary to approve a supplemental appropriation in order to make timely payments; and

NOW THEREFORE BE IT RESOLVED, to acknowledge approval of financial transactions 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 – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 26<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor   
Supplemental App. file  
Economic Development (file)  
OMB

APPROVE SUPPLEMENTAL APPROPRIATIONS IN THE MIAMI VALLEY  
GAMING FUND 4485

NOW THEREFORE BE IT RESOLVED, to approve the following supplemental  
appropriations needed to process the developer cost disbursement:

13,000.00                      Into                      44853120-5910 (Other Expense)

\_\_\_\_\_ moved for adoption of the foregoing resolution, being  
seconded by \_\_\_\_\_. Upon call of the roll, the following vote resulted.

*T Zrudel*  
*to be ratified*  
*On April 26, 2022*

# Resolution

Number 22-0620

Adopted Date April 26, 2022

## APPROVE VARIOUS RECORD PLATS

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

- Shaker Run, Section Eight Phase A - Turtlecreek Township

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 – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 26<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File  
RPC

# Resolution

Number 22-0621

Adopted Date April 26, 2022

APPROVE OPERATIONAL TRANSFER FROM COUNTY COMMISSIONERS' FUND #11011112 INTO MARY HAVEN YOUTH TREATMENT CENTER FUND #2270

WHEREAS, the Mary Haven Youth Center has requested that the Second Quarter of their 2022 operating contribution be transferred from the County Commissioners Fund #1101 into the Mary Haven Youth Treatment Center Fund #2270; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from County Commissioners Fund #1101 into Mary Haven Youth Treatment Center Fund #2270:

\$241,700.00 from #11011112-5744 (GENL BOCC OT Mary Haven Home)  
into #2270-49000 (Distributions & Transfers)

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

Resolution adopted this 26<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Probate/Juvenile (file)  
Operational Transfer file  
OMB



# Resolution

Number 22-0622

Adopted Date April 26, 2022

## APPROVE SUPPLEMENTAL APPROPRIATION AND AN OPERATIONAL TRANSFER FOR PROPERTY CASUALTY INSURANCE #6637

WHEREAS, an supplemental appropriation and an operational transfer are necessary in order to process payment for Property Casualty Insurance; and

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

### Supplemental Appropriation

\$ 307,428.00 into #11011112-5997 (General Fund – BOCC OT Operational Transfer)

### Operational Transfer

\$ 307,428.00 from #11011112-5997 (General Fund – BOCC OT Operational Transfer)  
into #6637-49000 (Property Insurance - Distributions/Transfers)

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

Resolution adopted this 26<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Supplemental App. file  
Operational Transfer file  
OMB

# Resolution

Number 22-0623

Adopted Date April 26, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO COMMON PLEAS COURT SERVICES FUND #11011223

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Common Pleas Court Services Fund #11011223 in order to process a vacation leave payout for Nicole Craft former employee of the Common Pleas Court Services:

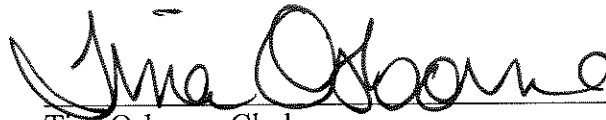
\$699.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011223-5882	(Common Pleas Court Services - Vacation Leave Payout)

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

Resolution adopted this 26<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Common Pleas (file)  
OMB

# Resolution

Number 22-0624

Adopted Date April 26, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO CLERK OF COURTS FUND #11011260

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Clerk of Courts Fund #11011260 in order to process a vacation leave payout for Sherre Davis former employee of the Clerk of Courts:


\$864.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011260-5882	(Clerk of Courts - 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 – yea  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 26<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Clerk of Courts (file)  
OMB

# Resolution

Number 22-0625

Adopted Date April 26, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF'S OFFICE FUND #11012200

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Sheriff's Office Fund #11012200 in order to process a vacation leave payout for Matthew Landrum former employee of the Sheriff's Office:

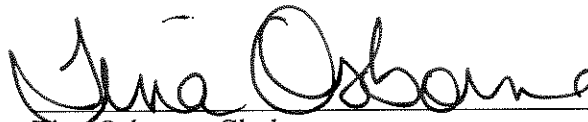
\$3,519.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012200-5882	(Sheriff's Office - Vacation Leave Payout)

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

Resolution adopted this 26<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor              
Appropriation Adjustment file  
Sheriff's Office (file)  
OMB

# Resolution

Number 22-0626

Adopted Date April 26, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT  
#11011220

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 5,000.00 from #11011220-5102 (Regular Salaries)  
into #11011220-5318 (Data Bd. Approval Non-Capital Purchases)

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

Resolution adopted this 26<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Common Pleas Court (file)

# Resolution

Number 22-0627

Adopted Date April 26, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN ENGINEER FUND #11011750

BE IT RESOLVED, to approve the following appropriation adjustment for map room computer table purchase:

\$ 1,100.00	from	#11011750-5321	(Dt Bd Cap Purchase)
	into	#11011750-5317	(Tax Map Non Cap 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 – yea  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 26<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Engineer (file)

# Resolution

Number 22-0628

Adopted Date April 26, 2022

## APPROVE APPROPRIATION ADJUSTMENT WITHIN DEVELOPMENTAL DISABILITIES FUND 2205

BE IT RESOLVED, to approve the following appropriation adjustment:

\$35,000.00	from	22056710-5400	(Purchased Services)
	into	22056710-5882	(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 – yea  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 26<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Developmental Disabilities (file)

# Resolution

Number 22-0629

Adopted Date April 26, 2022

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 – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 26<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc:

Commissioners' file



## REQUISITIONS

Department	Vendor Name	Description	Amount
ENG	BUTLER CO ENGINEER	BUTLER WARREN RD WIDENING	\$ 292,313.80
ENG	VILLAGE OF MAINEVILLE	CVT-376 VILLAGE OF MAINEV	\$ 7,921.00
ENG	VILLAGE OF CORWIN	CVT-377 VILLAGE OF CORWIN REPA	\$ 38,795.03
TEL	SECURE CYBER DEFENSE LLC	EDR LICENSES	\$ 13,541.25
TEL	MOTOROLA SOLUTIONS INC	TOWER MICROWAVE	\$ 149,081.80

## PO CHANGE ORDER

Department	Vendor Name	Description	Amount
WAT	CITY OF MONROE	CB SOUTH UNION RD IMP PROJ	\$ 8,933.70 INCREASE
ENG	EAGLE BRIDGE CO	KING AVE BRIDGE IMPROVEMENT PROJECT	\$ 684,684.00 DECREASE

4/29/2022 APPROVED



Tiffany Zindel, County Administrator

# Resolution

Number 22-0630

Adopted Date April 26, 2022

AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN KEY RELEASE AND TERMS OF USE AGREEMENT WITH THE STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS RELATIVE TO THE MARCS MOBILE VOICE DELIVERY SYSTEM ADVANCED SYSTEM KEY

BE IT RESOLVED, to authorize the President of the Board to sign the Key Release and Terms of Use Agreement with the State of Ohio, Department of Administrative Services on behalf of Warren County Telecommunications, 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 – yea  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 26<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—State of Ohio – Department of Administrative Services  
Telecom (file)