

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1263

Adopted Date August 23, 2022

ACCEPT RESIGNATION OF TIFFANY TUTTLE, PROTECTIVE SERVICES CASEWORKER III, WITHIN WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE AUGUST 26, 2022


BE IT RESOLVED, to accept the resignation of Tiffany Tuttle, Protective Services Caseworker III, within Warren County Job and Family Services, Children Services Division, effective August 26, 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 23rd day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 22-1264

Adopted Date August 23, 2022

REHIRE THERESA REIER AS PART TIME OFFICE ASSISTANT WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT TO ASSIST WITH OFFICE OPERATIONS

WHEREAS, Ms Reier retired, after 32 years, from County employment as the Office Administrator within the Water and Sewer Department effective December 31, 2021; and

WHEREAS, the Business Manager has requested to rehire Theresa Reier to assist with office operations that include the training and development of new/current staff, reviewing and processing utility billing amendments/contracts, assisting with routine office duties as well as special projects as assigned by Business Manager, and to assist with the acquisition, implementation, and training in relation to the new utility billing system; and

NOW THEREFORE BE IT RESOLVED, to rehire Theresa Reier, part-time, within the Water and Sewer Department, permanent, non-exempt status, part time 20 hours per week, at a rate of \$32.00 per hour effective August 24, 2022; and

BE IT FURTHER RESOLVED, Ms. Reier will not be eligible for the October 2022 and December 2022 bonuses established by the Commissioners; and

BE IT FURTHER RESOLVED, the department will abolish the part-time office assistant position when no longer needed.

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 23rd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Water and Sewer (file)
T. Reier's Personnel File
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1265

Adopted Date August 23, 2022

AUTHORIZE THE INTERNAL POSTING OF THE "MAINTENANCE FOREMAN" POSITION WITHIN THE WATER AND SEWER DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02 (A).

WHEREAS, there exists an opening for the "Maintenance Foreman" position within the Water and Sewer Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the internal posting of the position of "Maintenance Foreman" in accordance with Warren County Personnel Policy Manual, Section 2.02 (A); posting to occur for a period of at least seven (7) consecutive calendar days beginning August 19, 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 23rd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1266

Adopted Date August 23, 2022

HIRE SAMANTHA COZORT AS PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Samantha Cozort, Protective Services Caseworker I, 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 #6, \$17.98 per hour, under the Warren County Job and Family Services compensation plan, effective September 12, 2022, subject a negative background check, drug screen and a 365-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 23rd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

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

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

Resolution

Number 22-1267

Adopted Date August 23, 2022

HIRE ANDREA RENTZ AS PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Andrea Rentz, Protective Services Caseworker I, 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 #6, \$17.98 per hour, under the Warren County Job and Family Services compensation plan, effective September 12, 2022, subject a negative background check, drug screen and a 365-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 23rd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
A.Rentz's Personnel file
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1268

Adopted Date August 23, 2022

HIRE ASHLEIGH RIFFLE AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN
THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT


BE IT RESOLVED, to hire Ashleigh Riffle as Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective September 12, 2022, at a starting rate of \$19.03 per hour, subject to a negative background check and drug screen and a 365-day probationary period.

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

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

Resolution adopted this 23rd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Emergency Services (file)
A. Riffle's Personnel file
OMB- Sue Spencer

Resolution

Number 22-1269

Adopted Date August 23, 2022

REHIRE EMMALINE RITCHIE AS EMERGENCY COMMUNICATIONS OPERATOR
WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

WHEREAS, Ms. Ritchie resigned April 26, 2022, and has reapplied for an open emergency communications operator position; and

WHEREAS, the department has recommended to rehire Ms. Ritchie at her wage when she left employment; and

NOW THEREFORE BE IT RESOLVED, to rehire Emmaline Ritchie as an Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time, permanent, hourly status (40 hours per week), effective August 29, 2022 at a rate of \$27.16 per hour, subject to a negative drug screen and a 365-day probationary period; and

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 23rd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Emergency Services (file)
E. Ritchie's Personnel File
OMB – Sue Spencer

Resolution

Number 22-1270

Adopted Date August 23, 2022

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR ALEX MOKRYCKI WITHIN THE WARREN COUNTY TELECOMMUNICATIONS DEPARTMENT

WHEREAS, Alex Mokrycki, Communications Systems Supervisor within the Warren County Telecommunications Department, has successfully completed a 365-day probationary period, effective August 30, 2022; and

NOW THEREFORE BE IT RESOLVED, to approve Alex Mokrycki's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$29.81 per hour effective pay period beginning September 10, 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 23rd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecom (file)
Alex Mokrycki's Personnel File
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1271

Adopted Date August 23, 2022

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR IBRAHIM DABDOUB WITHIN THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT

WHEREAS, Ibrahim Dabdoub, Custodial Worker I within the Warren County Facilities Management Department, has successfully completed a 365-day probationary period, effective August 23, 2022; and

NOW THEREFORE BE IT RESOLVED, to approve Ibrahim Dabdoub's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$15.76 per hour effective pay period beginning August 27, 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 23rd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
Ibrahim Dabdoub's Personnel File
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1272

Adopted Date August 23, 2022

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR NICK BREWER WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Nick Brewer, Wastewater Treatment Plant Technician I within the Warren County Water and Sewer Department, has successfully completed a 365-day probationary period, effective August 23, 2022; and

NOW THEREFORE BE IT RESOLVED, to approve Nick Brewer's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$17.40 per hour effective pay period beginning August 27, 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 23rd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
Nick Brewer's Personnel File
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1273

Adopted Date August 23, 2022

APPROVE NOTICE OF INTENT TO AWARD BID TO BARRETT PAVING MATERIALS INC FOR THE FY22 DEERFIELD TOWNSHIP – LOVELAND PARK ROADWAY REPAIR AND RESURFACING CDBG PROJECT

WHEREAS, bids were closed at 9:30 a.m., on August 17, 2022, and the bids received were opened and read aloud for the FY22 Deerfield Township – Loveland Park Roadway Repair and Resurfacing CDBG Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Susanne Mason, Director, Barrett Paving Materials Inc. has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Office of Grants and Administration, that it is the intent of this Board to award the contract to Barrett Paving Materials Inc., 3751 Commerce Drive, Franklin, Ohio 45005, for a total bid price of \$210,600.25; 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 23rd day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: OGA (file)
OMB Bid file

Resolution

Number 22-1274

Adopted Date August 23, 2022

APPOINT A REVIEW COMMITTEE FOR REVIEW OF PROPOSALS FOR PURCHASE OF ASSET AND WORK ORDER MANAGEMENT SOFTWARE SYSTEM FOR WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, the Water and Sewer Department is seeking to procure an asset and work order management software system for additional functionality and efficient operations; and

WHEREAS, the County Sanitary Engineer recommends that the Board appoints a committee comprised of members including the Sanitary Engineer, Deputy Sanitary Engineer, Staff Engineer, Systems Data Manager, Water and Wastewater Treatment Superintendents, Water Distribution Superintendent and Wastewater Collections Superintendent; and

WHEREAS, the committee will evaluate the submittals and present its findings to the Warren County Board of Commissioners at its conclusion, in accordance with the process outlined in the published Request for Proposals; and

NOW THEREFORE BE IT RESOLVED, to appoint a review committee for the Procurement of Asset and Work Order Management Software for the Water and Sewer Department.

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 23rd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
Project File

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1275

Adopted Date August 23, 2022

APPROVE CHANGE ORDER NO. 4 TO THE CONTRACT WITH BUILDING CRAFTS INC. FOR THE RAR WATER TREATMENT PLANT MEMBRANE SOFTENING UPGRADES PROJECT, PURCHASE ORDER NO. 21001689

WHEREAS, this Board, on August 18, 2020, entered into a Contract with Building Crafts, Inc. for softening upgrades to the RAR Water Treatment Plant; and

WHEREAS, Warren County Water and Sewer Department is requesting Building Crafts, Inc. to perform additional work items not contained within the Contract and extend substantial completion due to change order items; and

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

NOW THEREFORE IT IS RESOLVED:

1. Approve Change Order No. 4 to the Contract with Building Crafts, Inc., increasing Purchase Order No. 21001689 by \$93,191.76 and creating a new Contract price in the amount of \$22,556,044.76.
2. By said Change Order, attached hereto and made part hereof, all costs and work associated with the change shall be incorporated into the Contract.
3. That the Board execute and sign Change Order No. 4 of the Contract with Building Crafts, Inc. for the construction of the RAR Water Treatment Plant Membrane Softening Upgrades 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 23rd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Water/Sewer (file)
Project File
C/A—Building Crafts, Inc.



**Warren County
Water & Sewer Dept.**

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

CHANGE ORDER

DATE: August 17, 2022

Change Order Number 4
Project Name: RAR Water Treatment Plant Softening Upgrades

ITEM	DESCRIPTION	ADDITIONS	DELETIONS
1	<u>Fluoride Room</u> Replace ventilation fans	\$28,734.17	
2	<u>NFF Header</u> Exterior Welded Flanges	\$29,295.59	
3	<u>Additional Asphalt</u> Asphalt to extend to property line.	\$35,162.00	
Sums of the ADDITIONS and DELETIONS		\$93,191.76	
TOTALS FOR THIS CHANGE ORDER		\$93,191.76	

Original contract price \$22,063,000
 Current contract price adjusted by previous change orders \$ 22,462,853
 The Contract price due to this change order will be increased by \$93,191.78
 The New contract price including this change order will be \$ 22,556,044.76
 The contract time will be increased by 74 calendar days for substantial completion and 105 days for final completion.

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

Agave J. P. Little 8/17/22
 Contractor's Signature Date
[Signature] 8/17/22
 W.C. Deputy Sanitary Engineer Date

[Signature] 8-23-22
 Warren County Commissioner Date
[Signature] 8-23-22
 Warren County Commissioner Date
[Signature] 8-23-22
 Warren County Commissioner Date

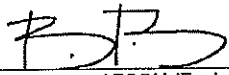
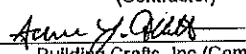
State of Ohio
WATER SUPPLY REVOLVING LOAN ACCOUNT (or DWAF)

CONTRACT CHANGE ORDER

	CHANGE ORDER
RECIPIENT <u>Building Crafts, Inc</u>	NBR <u>004</u>
LOAN NUMBER <u>FS390084-0002</u>	CONTRA CT <u>G/M/E</u>
OWDA PROJECT No. <u>9027</u>	DATE <u>07/27/22</u>
Description of Change:	

ITEM	DESCRIPTION	COST
1	Replace Fluoride Room Fans	\$28,734.17
2	Weld Flanges on SS NFF header	\$29,295.59
3	Additional Asphalt	\$35,162.00
4	Add time for Substantial Comp. and CO work	\$0.00
TOTAL		\$93,191.76

Notice to Proceed	Contract Days	Days Added	Completion Dates	
8/18/2020	700	74	10/1/2022	Substantial
8/18/2020	760	105	12/31/2022	Final

RECOMMENDED BY:	 AECOM (Engineer)	DATE: <u>07/27/22</u>
APPROVED BY:	_____ Warren County (Recipient)	DATE: _____
ACCEPTED BY:	_____ (Contractor)  Building Crafts, Inc.(Company)	DATE: <u>7/28/22</u>

	OWDA APPROVAL
Original Contract Amt <u>\$22,063,000.00</u>	The above proposal is hereby accepted and I recommend that it be approved and made a part of the contract noted above. The approval does not constitute an increase in the total loan amount, but represents approval for the work.
Previous Changes (+ / -) <u>\$ 399,853.00</u>	
This Change (+ / -) <u>\$93,191.76</u>	
Adjusted Contract Amt <u>\$22,556,044.76</u>	
Ohio EPA Acceptance	Chief Engineer
Date	Date



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

REQUEST FOR PROPOSAL

TO: Building Crafts, Inc
2 Rosewood Drive
Wilder, KY 41076

RFP NO. : 010

DATE: May 09, 2022

ATTN: Mr. Aaron LaFollette

PROJECT: Renneker Water Treatment Plant
Softening Addition

ISSUED BY: Brian Benedict

PROJECT NO.: 60551697

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

RE: Replace existing Chemical Building exhaust
fans

Please submit an itemized proposal for changes in work items described below and/or time associated with the proposed modifications to the Contract Documents described herein. THIS IS NOT A CHANGE ORDER NOR AUTHORIZATION TO PROCEED WITH THE WORK DESCRIBED OR AFFECTED BY THESE MODIFICATIONS.

Description:

Replace the existing Chemical Feed Building in-line exhaust fans with roof mounted fans as follows:

EF-3

Plastec Jet Series
Model J20-4 (see attached)
1/3 HP, 1725 RPM
460V/3ph
Performance is 380 CFM at 1.0 in. w.c.
7-in. diam. exhaust duct

EF-4

Plastec Jet Series
Model J20-6 (see attached)
1/3 HP, 1140 RPM
460V/3ph
Performance is 180 CFM at 0.50 in. w.c.
7-in. diam. exhaust duct

Both fans require 21-in. sq. roof curb. Contractor to provide a roof curb adapter to sit on the existing 12-in. sq. curbs. An eccentric curb adapter will be required to allow both fans to sit side by side on the roof. Contractor to note the position of the exhaust air duct, which is off center. Each fan would need to be positioned opposite of the other.

The fans should be operated continuously. The existing controls will not be re-used

Each fan should be provided with Nema-4x disconnect switch and PVC elbow and exhaust guard for exhaust discharge air pointed away from the building above the roof ridge elevation.

Attachments:

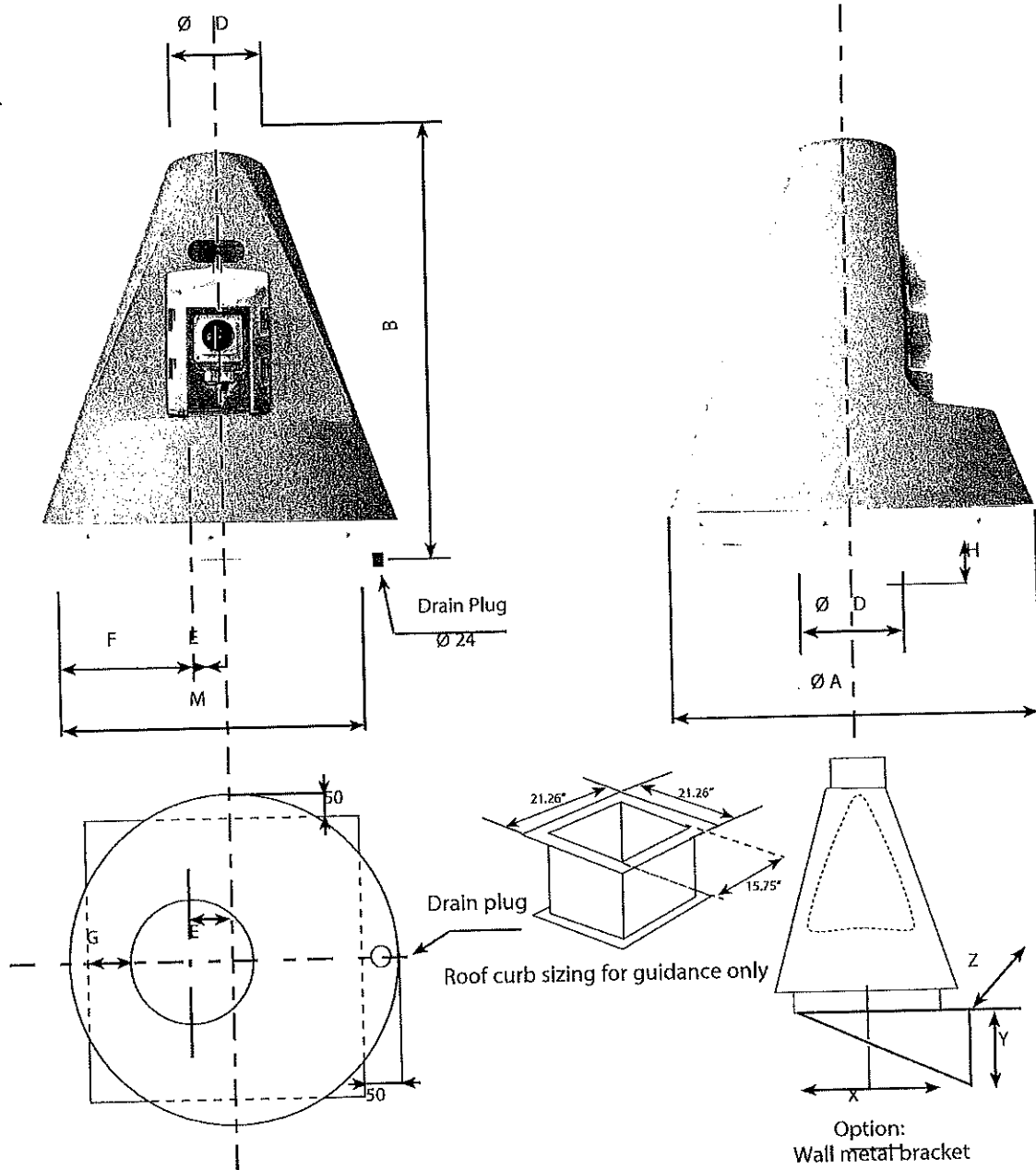
Fan cut sheet

OMEGA
 Worldwide
 Certified
 Supplier

SOUND
 AND
 AIR
 PERFORMANCE

AIR
 FLOW
 MEASUREMENT
 AND CONTROL
 ASSOCIATION
 INTERNATIONAL, INC.

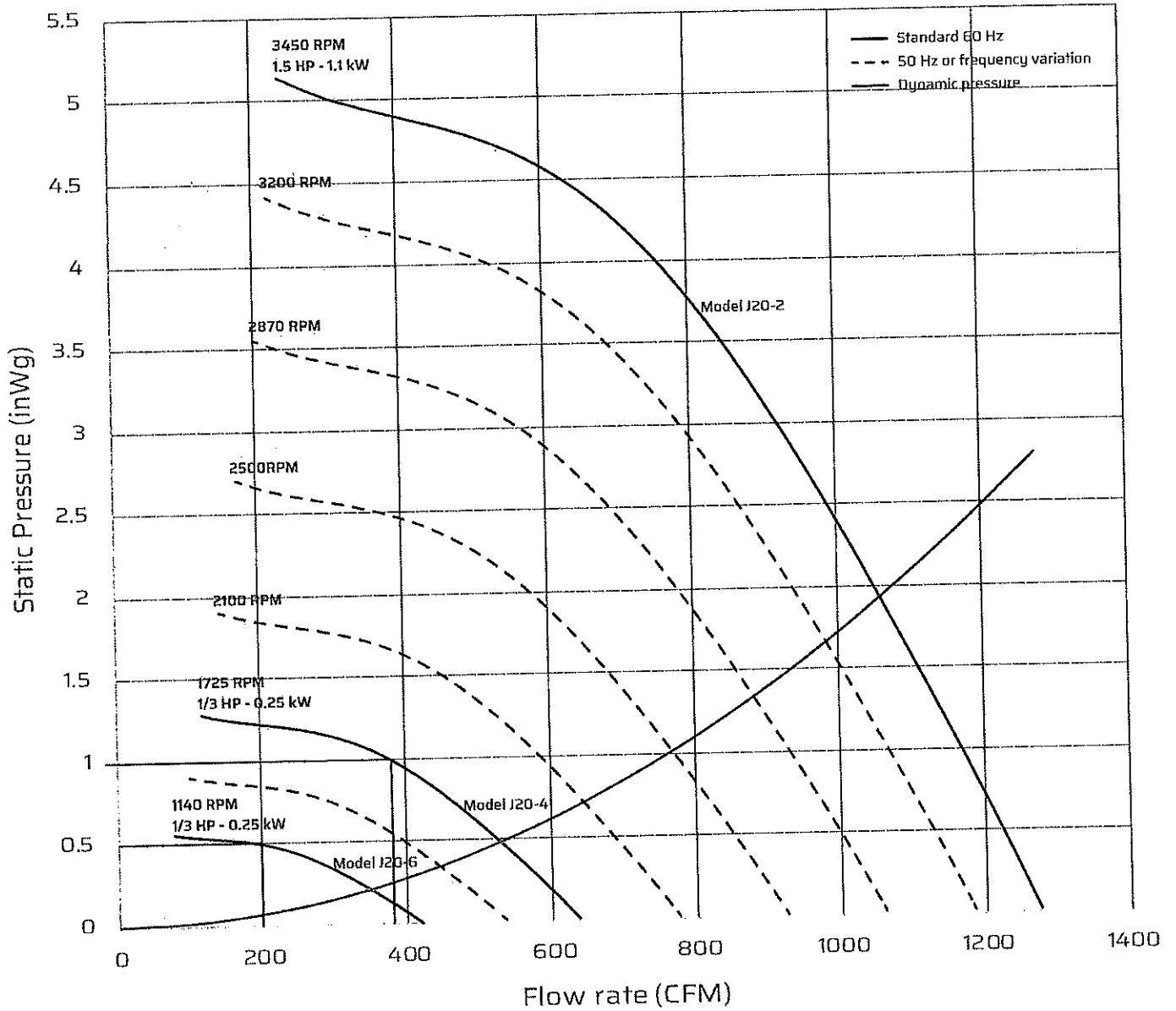
JET 20



Dimensional data (inches)

A	B	$\varnothing D$	E	F	G	H	X	Y	Z	M
23.62	31.50	6.30	1.97	9.84	6.30	2.76	11.02	13.78	15.75	21.26

JET 20



Inlet sound

RPM	Q _v (CFM)	SP (inWg)	L _{wA} (dB(A))	L _{pA} * (dB(A))	Octave band (Hz)							
					63	125	250	500	1000	2000	4000	8000
1725	330	1.07	69	49	65	70	69	67	65	58	56	49
3450	654	4.28	84	64	80	85	84	82	80	73	71	64

* Acoustic pressure L_p at 10 feet - Outlet acoustic data available on request



PROJECT: Warren County RARWTP Membrane Softening Upgrades
 DIVISION: N/A

RFP#010- Chemical Building Exhaust Fan Upgrade

CODE	DESCRIPTION	LMES	CRFT	QTY	UNIT	UNIT HOURS	HOURS	COST/ UNIT	COST	LABOR \$	EQUIP \$	MAT'L \$	SUB \$	OTHER \$	TOTAL \$
	Direkast HVAC Quote & Install	S		1	LS	1		\$22,343.36	\$22,343.36	\$0.00	\$0.00	\$0.00	\$22,343.36	\$0.00	\$22,343.36
	Glenwood Electrical Modifications	S		1	LS	1		\$4,723.96	\$4,723.96	\$0.00	\$0.00	\$0.00	\$4,723.96	\$0.00	\$4,723.96
						1	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	SUBTOTAL						0.0		\$22,343.36	\$0.00	\$0.00	\$0.00	\$27,067.32	\$0.00	\$27,067.32
GC-1858	Taxes & Insurance on Labor							35.00% of	\$0.00	\$0.00					
GC-1856	Small Tools/Consumables							5.00% of	\$0.00	\$0.00					
									\$0.00						
	SUBTOTAL - DIRECT BCI COST								\$0.00						
	SUBTOTAL - SUBCONTRACT COST								\$27,067.32						
	Overhead on BCI Work							10.00% of	\$0.00	\$0.00					
	Profit on BCI Work							5.00% of	\$0.00	\$0.00					
	Overhead & Profit on Subcontract							5.00% of	27,067	\$1,353.37					
	TOTAL INCLUDING O & P								\$28,420.69						
GC-1800	Bond							0.60%		\$170.52					
	TOTAL INCLUDING BCI BOND								\$28,591.21						
GC-1803	CAT Tax							0.50%		\$142.96					
	TOTAL INCLUDING BCI BOND								\$28,734.17						

Driekast Piping Corp

CHANGE ORDER PRICING FORM

Date: 16-May-22

Project: Warren County Water Treatment
 Contractor: Driekast Piping Corp.
 Bid Category: HVAC

Description: Chem Room Exhaust Fan

	QTY.	UNIT	RATE		
A LABOR (as established by project contract)					
worker classification: _____	_____	_____	x _____	\$	-
worker classification: <u>Pipefitter Foreman</u>	_____	_____	x <u>72.44</u>	\$	-
worker classification: <u>Pipefitter Journeyman</u>	_____	_____	x <u>71.00</u>	\$	-
Subtotal					\$ -

	QTY.	UNIT	RATE		
B EQUIPMENT (itemized invoices attached)					
equipment description: _____	_____	_____	x _____	\$	-
equipment description: _____	_____	_____	x _____	\$	-
equipment description: _____	_____	_____	x _____	\$	-
Subtotal					\$ -

	QTY.	UNIT	RATE		
C TRUCKING (dump fees, delivery charge, or per mile trucking)					
trucking description: _____	_____	_____	x _____	\$	-
trucking description: _____	_____	_____	x _____	\$	-
Subtotal					\$ -

	QTY.	UNIT	RATE		
D MATERIAL (supporting documentation attached - include tax if applicable)					
material description: _____	_____	_____	x _____	\$	-
material description: _____	_____	_____	x _____	\$	-
Subtotal					\$ -

	QTY.	UNIT	RATE		
E MISCELLANEOUS ITEMS (such as permits, etc.)					
item description: _____	_____	_____	x _____	\$	-
item description: _____	_____	_____	x _____	\$	-
Subtotal					\$ -

F. OVERHEAD & PROFIT (as established by the subcontract agreement)

15 % \$ -

SUBTOTALS	
\$	-
Subtotal	\$ -

G SUBCONTRACTOR PRICING

item description:	QTY.	UNIT	RATE
Langdon Inc.			x
item description:			x
item description:			x

SUBTOTALS	
\$	22,343.36
Subtotal	\$ 22,343.36

H OVERHEAD & PROFIT FOR SUBCONTRACTORS

(total of 10% may be added for subcontractors per subcontract agreement)

10 % \$ 22,343.36

SUBTOTALS	
\$	2,234.34
Subtotal	\$ 2,234.34

SUBTOTAL	\$ 24,577.70
Bond (if applicable)	\$ -
TOTAL AMOUNT	\$ 24,578

I. The Total Change Amount Includes the following economic inclusion:

Vendor / Contractor	MBE/WBE	Amount

Total Economic Inclusion \$ -
 Change Order Economic Inclusion Percentage 0%

Change Order Proposal



9865 Wayne Avenue
Cincinnati, Ohio 45215
(513) 733-5955 Fax (513) 733-8050
<http://www.langdonsheetmetal.com>

Customer: Driekast Piping
Phone:
Date Issued:
Job Location: 6193 Striker Rd
Job Name: RARWTP
Job Number: 36984

Material			
Qty.	Type of Material	Price	Amount
1	PVS Metal & curb adaptors	\$1,693.00	\$1,693.00
1	PVC ells & screen	\$1,484.00	\$1,484.00
Subtotal			\$3,177.00
Markup 10%			\$317.70
Total Materials			\$3,494.70

Description of Work

Remove (2) inline fans and section of ductwork. Install new PVS ductwork in place of exhaust fans inside. Remove gooseknecks on the roof, Install new curb adaptors, roof exhaust fans with disconnects & PVC elbow gooseknecks on top with screens.

Sub-Contractors		Amount
Company Name		
(2) EF's & disconnects	\$4,869.00	
Subtotal		\$4,869.00
Langdon Markup 10%		\$486.90
Total Subs		\$5,355.90

Other Charges		
JLG Rental	\$1,380.00	
trucking	\$792.00	
Total Other Charges		\$2,172.00

Labor			Hours				Subtotals		
Date	Name	CLASS	RATE	1st Shift	Overtime	Double Time	1st Shift	Overtime	Double Time
	Drafting		93.56	8.00			\$748.48		
	Shop Fabrication		93.56	17.00			\$1,590.52		
	Field Installation/demo		93.56	96.00			\$8,981.76		
LABOR TOTALS			93.56	121.00			\$11,320.76		

Work Ordered By:

Signature _____

I hereby acknowledge the satisfactory completion of the above described work

Total Materials	\$3,494.70
Total Subcontractors	\$5,355.90
Total Labor	\$11,320.76
Total Other Charges	\$2,172.00
Tax (If Applicable)	
Grand Total	\$22,343.36

Rennaker Chem Bldg Mods
Totals (Summary) - Bid Summary: Default

Material	\$665.01
Non-Quoted	0.00
Quotes	0.00
Sales Tax (0.00%)	\$665.01
Total Material	
Labor	\$3,250.00
Direct (50.00 hours @ \$65.00)	75.00
Non-Productive Labor	\$3,325.00
Total Labor (50.00 hours)	\$0.00
Direct Job Expenses	100.00
Tools and Miscellaneous Materials	0.00
Subcontracts	\$4,090.01
Job Subtotal (Prime Cost)	204.50
Overhead (5.00%)	429.45
Profit (10.00%)	\$4,723.96
Job Total	
	\$4,723.96
Actual Bid Price	
Material to Direct Labor ratio: 0.17	
Prime Cost per square foot	\$0.00
Job Total per square foot	\$0.00
Actual Bid Price per square ft	\$0.00
Labor cost per square foot	0.00
Labor hours per square foot	13.42
Gross Profit %	\$633.95
Gross Profit \$	9.09
Net Profit %	

Rennaker Chem Bldg Mods
 Job Number: 1000021315
 Bid Summary: Default
 Extension By Phase

Item #	Description	Quantity	Price U	Ext Price	Labor Hr U	Ext Lab Hr
--- 18 Phase #18 ---						
T0001	Remove / Reinstall conduit	1	125.01 E	125.01	18.00 E	18.00
T0002	Conduit and wire to new roof fans	2	270.00 E	540.00	16.00 E	32.00
--- 18 Phase #18 Total ---				665.01		50.00
Job Total				665.01		50.00

* Target, Labor column 2



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

ENGINEERING FIELD ORDER

TO: Building Crafts, Inc.
2 Rosewood Drive
Wilder, KY 41076

ATTN: Mr. Aaron LaFollette

ISSUED BY: Brian Benedict

COPIES: Don Ellison, -BCI, Chris Wojnicz,
Ed Turner, Don Brewer-Warren County, Dan
Horlander, Arcadis - John Krinks, Miranda
Scheitlin-AECOM, AECOM Central File

FIELD ORDER NO.: 019

DATE: June 13, 2022

PROJECT: Warren County RAR Water
Treatment Plant

PROJECT NO.: 6055197

RE: Install flanges in place of welded
connections on NFF header

You are hereby directed to execute promptly this Field Order which interprets the Contract Documents or orders minor changes in the Work without change in Contract Sum or Contract Time.
If you consider that a change in Contract Sum or Contract Time is required, please submit your itemized proposal to the Engineer immediately and before proceeding with this work. If your proposal is found to be satisfactory and in proper order, this Field Order will in that event be superseded by a Change Order.

Description:

The configuration of the NFF header will not allow the required cleaning and passivation of the interior of the pipe at the completed welds. Flanges, with exterior welds, should be used in place of the welds (3 locations as shown on submittal).

Please submit a formal cost proposal for this work.

Attachments:

None



PROJECT: Warren County RARWTP Membrane Softening Upgrades
 DIVISION: N/A

FO#019- 30" NFF Header Flanges

CODE	DESCRIPTION	LMES	CRFT	QTY	UNIT	UNIT HOURS	HOURS	COST/ UNIT	COST	LABOR \$	EQUIP \$	MAT'L \$	SUB \$	OTHER \$	TOTAL \$
	30" SS Plate Flanges	M		1	LS			\$24,540.00	\$24,540.00	\$0.00	\$0.00	\$24,540.00	\$0.00	\$0.00	\$24,540.00
	1 1/4" SS Bolts and Nuts	M		1	LS			\$1,801.80	\$1,801.80	\$0.00	\$0.00	\$1,801.80	\$0.00	\$0.00	\$1,801.80
	SUBTOTAL						0.0		\$26,341.80	\$0.00	\$0.00	\$26,341.80	\$0.00	\$0.00	\$26,341.80
GC-1858	Taxes & Insurance on Labor			35.00%	of	\$0.00			\$0.00						
GC-1856	Small Tools/Consumables			5.00%	of	\$0.00			\$0.00						
	SUBTOTAL - DIRECT BCI COST								\$26,341.80						
	SUBTOTAL - SUBCONTRACT COST								\$0.00						
	Overhead on BCI Work			10.00%	of	\$26,341.80			\$2,634.18						
	Profit on BCI Work			5.00%	of				\$0.00						
	Overhead & Profit on Subcontract			5.00%	of	0			\$0.00						
	TOTAL INCLUDING O & P								\$28,975.98						
GC-1800	Bond			0.60%					\$173.86						
	TOTAL INCLUDING BCI BOND								\$29,149.84						
GC-1803	CAT Tax			0.50%					\$145.75						
	TOTAL INCLUDING BCI BOND								\$29,295.59						



Lexington
 2433 Fortune Drive
 Lexington, KY 40529
 1-800-432-9839
 (859) 422-1900
 Fax: (859) 231-9951

Cincinnati
 4 North Commerce Park Drive
 Cincinnati, OH 45215
 Phone: (513) 632-5600
 Fax: (513) 632-6505

Louisville
 3709 Bishop Lane
 Louisville, KY 40218
 Phone: (502) 961-6100
 Fax: (502) 961-6169

PRICE QUOTE

Quoted

BUILDING CRAFTS
 2 ROSEWOOD DRIVE
 WILDER KY 41076
 USA
 Tel: 859-781-9500 Fax: 918-597-8195

Ship To

BUILDING CRAFTS
 Attn: DONNIE 859-496-7434
 RAR WTP JOB
 6193 STRIKER RD
 MAINEVILLE OH 45039

Quote # Q526947	Quote Date 06/13/2022	Exp Date 12/10/2022	Customer # 0001591	Customer P/O #	Ship Via OUR TRUCK CINCINNA	Writer RDH
Job ID			Customer Terms 0% 0 NET 30		Salesman Hickerson, Robert	

Product	Description	UM	Quant	Unit Price	Extension
SSC20X0308-A193	A193 B8SS HVY-HX 1-1/4-8x3-1/2	EA	84	17.3375	1456.35
SSHNN20 A194 GR	A194 GR 8-SS HVY-HX 1-1/4-8	EA	84	4.1125	345.45

X: _____ (Accepted by)	Sub Total	\$1,801.80	T o t a l
	Freight	\$0.00	
	Misc Charges	\$0.00	
	Tax Amount	\$140.54	
			\$1,942.34

MESSAGE	TERMS



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

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

Deliver To: From: Dustin Case Comments:

13:53:08 JUN 06 2022

Page 1 of 2

FEL-FERGUSON WATERWORKS #527
 Price Quotation
 Phone: 513-942-2525
 Fax: 513-942-2533

Bid No: B470602
 Bid Date: NA
 Quoted By: DLC

Cust Phone: 859-781-9500
 Terms: NET 10TH PROX

Customer: BUILDING CRAFTS INC
 2 ROSEWOOD DRIVE
 WILDER, KY 41076

Ship To: 6193 Striker Rd
 MAINEVILLE, OH 45039

Cust PO#: 0700 C/O26

Job Name: Renneker WTP

Item	Description	Quantity	Net Price	UM	Total
WJF30-01	NON STOCK NON RETURNABLE 30" 304SS Plate Flange : 38.75 OD Specd' 30.25"	6 EA	\$4,090.00	1	\$24,540.00
			Net Total		\$24,540.00
			Tax:		EXEMPT
			Freight:		\$0.00
			Total		\$24,540.00



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 complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=528&on=4419>



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

REQUEST FOR PROPOSAL

TO: Building Crafts, Inc
2 Rosewood Drive
Wilder, KY 41076

RFP NO. : 011

DATE: May 23, 2022

ATTN: Mr. Aaron LaFollette

PROJECT: Renneker Water Treatment Plant
Softening Addition

ISSUED BY: Brian Benedict

PROJECT NO.: 60551697

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

RE: Additional asphalt milling and overlay

Please submit an itemized proposal for changes in work items described below and/or time associated with the proposed modifications to the Contract Documents described herein. THIS IS NOT A CHANGE ORDER NOR AUTHORIZATION TO PROCEED WITH THE WORK DESCRIBED OR AFFECTED BY THESE MODIFICATIONS.

Description:

Mill and overlay the existing road as shown on the attached drawing.

Mill 1 ½" per ODOT Item 254. Overlay to be 1 ½" of ODOT 441 Surface Course with Item 407 tack coat.

Attachments:

Drawing showing extent of work

PROPOSED MILL AND PAVE AREA
760' x 24'





2 Rosewood Drive
P.O. Box 286
Wilder, KY 41076

Phone: (859) 781-9500
Fax: (859) 781-9505

www.buildingcrafts.com

Warren County Board of Commissioners
RARWTP Membrane Softening Upgrades

Project No. 60551697
BCI Project No. 0700

June 16, 2022

Dear Mr. Brian Benedict

This is a formal price proposal for the requested Additional Milling and Overlay for the Project.

<u>RFP#011 Additional Milling and Paving</u>	\$ 35,162
<u>Bike Path Mill and Pave (Future Credit)</u>	\$ - 103,728
<u>Total Change Order Value</u>	\$ 35,162

Additional backup for pricing changes has been attached in this proposal. Due to instability in the current market, BCI reserves the right to reprice additional work that is subject to escalation costs beyond the date of this proposal.

Regards,

Aaron LaFollette

Project Manager.



PROJECT: Warren County RARWTP Membrane Softening Upgrades
 DIVISION: N/A

RFP#011- Additional Milling and Overlay

CODE	DESCRIPTION	LMES	CRFT	QTY	UNIT	UNIT HOURS	HOURS	COST/ UNIT	COST	LABOR \$	EQUIP \$	MAT'L \$	SUB \$	OTHER \$	TOTAL \$
	Towne Construction Services (Armory Drive)	S		1	LS	1		\$33,121.95	\$33,121.95	\$0.00	\$0.00	\$0.00	\$33,121.95	\$0.00	\$33,121.95
						1	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	SUBTOTAL						0.0		\$33,121.95	\$0.00	\$0.00	\$0.00	\$33,121.95	\$0.00	\$33,121.95
GC-1858	Taxes & Insurance on Labor							35.00% of \$0.00	\$0.00						\$0.00
GC-1856	Small Tools/Consumables							5.00% of \$0.00	\$0.00						\$0.00
									\$0.00						\$0.00
	SUBTOTAL - DIRECT BCI COST								\$0.00						\$0.00
	SUBTOTAL - SUBCONTRACT COST								\$33,121.95						\$33,121.95
	Overhead on BCI Work							10.00% of \$0.00	\$0.00						\$0.00
	Profit on BCI Work							5.00% of \$0.00	\$0.00						\$0.00
	Overhead & Profit on Subcontract							5.00% of 33,122	\$1,656.10						\$1,656.10
	TOTAL INCLUDING O & P								\$34,778.05						\$34,778.05
GC-1800	Bond							0.60%	\$208.67						\$208.67
	TOTAL INCLUDING BCI BOND								\$34,986.72						\$34,986.72
GC-1803	CAT Tax							0.50%	\$174.93						\$174.93
	TOTAL INCLUDING BCI BOND								\$35,161.65						\$35,161.65

TOWNE

CONSTRUCTION SERVICES

500 Kent Rd. Batavia, Ohio 45103
(513) 732-4300

To: Building Crafts Inc.	Contact: Aaron LaFollette
Address: 2 Rosewood Drive Wilder, KY 41076	Phone: 859-781-9500
Project Name: WTP Membrane Softening Upgrades	Bid Number:
Project Location: 6193 Striker Road, Hamilton Township, OH	Bid Date: 6/15/2022

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
------------------	--------------------	------	------------	-------------

Mill And Pave Drive To Armory				
Milling	1,378.00	SY	\$8.70	\$11,988.60
Place Tack Coat, Install, Roll And Compact 1.5" Of ODOT #448 Type 1 Surface Asphalt	1,378.00	SY	\$14.75	\$20,325.50
Total Price for above Mill And Pave Drive To Armory Items:				\$32,314.10

Notes:

• **Qualifications - Asphalt**

- *Prices based on the ODOT Price Index and is subject to change if petroleum prices increase. Fuel surcharges may apply
- *Price base on 1 mobilization per phase of work, additional mobilizations are \$1,800.00 each
- *Prices based on normal weekday working hours
- *No excavation of soft or unsuitable sub grade, or import or export of sub grade materials
- *Sub grade left to Towne Construction at +/- .10 of a foot
- *Acceptance of sub grade based on approval of grades and passing proof roll by Towne Construction
- *Not responsible for drainage if design is 1% or less
- *No engineering or layout
- *No saw cutting
- *No cleaning of asphalt included
- *Job priced with prevailing wages, non taxable and a 2022 completion
- *Price includes 1 year warranty from substantial completion date

Bond Rate 2.5% Total : \$33,121.95

TOWNE

CONSTRUCTION SERVICES

500 Kent Rd. Batavia, Ohio 45103
(513) 782-4300

To: Building Crafts Inc.	Contact: Brad Miller
Address: 2 Rosewood Drive Wilder, KY 41076	Phone: 859-781-9500
Project Name: RAR WTP Membrane Softening Upgrades	Bid Number:
Project Location: 6193 Striker Road, Hamilton Township, OH	Bid Date: 5/26/2020

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1.) New Pavement				
Install, Roll And Compact 6" Of #304 Limestone (There Is A \$2,800 Deduct If Crushed Concrete Aggregate Can Be Utilized)	3,202.00	SY	\$8.90	\$28,497.80
Install, Roll And Compact 6" Of ODOT #301 Base Asphalt	3,202.00	SY	\$23.85	\$76,367.70
Install, Roll And Compact 1.75" Of ODOT #448 Type 2 Intermediate Asphalt	3,202.00	SY	\$7.20	\$23,054.40
Place Tack Coat, Install, Roll And Compact 1.5" Of ODOT #448 Type 1 Surface Asphalt	3,202.00	SY	\$8.00	\$25,616.00
Total Price for above 1.) New Pavement Items:				\$153,535.90 <i>\$157,371</i>
2.) Mill And Pave				
Mill Area Noted On Plans To A Depth Of 1 1/2". Haul Away Waste. Place Tack Coat, Install, Roll And Compact 1.5" Of ODOT #448 Type 1 Surface Asphalt	116.00	SY	\$8.00	\$928.00
Total Price for above 2.) Mill And Pave Items:				\$928.00 <i>\$951.21</i>
3.) Walk Path				
Install, Roll And Compact 3" Of ODOT #448 Type 2 Intermediate Asphalt	4,778.00	SY	\$12.97	\$61,970.66
Place Tack Coat, Install, Roll And Compact 1.5" Of ODOT #448 Type 1 Surface Asphalt	4,778.00	SY	\$8.21	\$39,227.38
Lineal Foot Price For Base And Surface Walk Path With No Removal Or Fine Grading Is \$23.53 L.f.				
Total Price for above 3.) Walk Path Items:				\$101,198.04 <i>\$103,728</i>
Total Bid Price:				\$255,661.94 <i>Where?</i>

Notes:

• **Qualifications - Asphalt**

- *Prices based on the ODOT Price Index and is subject to change if petroleum prices increase. Fuel surcharges may apply
- *Price base on 1 mobilization per phase of work, additional mobilizations are \$1,800.00 each
- *Prices based on normal weekday working hours
- *No excavation of soft or unsuitable sub grade, or import or export of sub grade materials
- *Sub grade left to Towne Construction at +/- .10 of a foot
- *Acceptance of sub grade based on approval of grades and passing proof roll by Towne Construction
- *Not responsible for drainage if design is 1% or less
- *No engineering or layout
- *No saw cutting
- *No cleaning of asphalt included
- *Job priced with prevailing wages, non taxable and a 2020 completion
- *Price includes 1 year warranty from substantial completion date

BOND - 2.5%

Resolution

Number 22-1276

Adopted Date August 23, 2022

AUTHORIZE PRESIDENT OF BOARD TO SIGN THE INSTALLATION COMPLETION CERTIFICATE FOR MOTOROLA SOLUTIONS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified, and recommended that the Board of County Commissioners sign the Installation Completion Certificate for Motorola Solutions installation of microwave link from Hatfield Tower to Goosecreek Tower; and

NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the Installation Completion Certificate for Motorola Solutions 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 23rd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



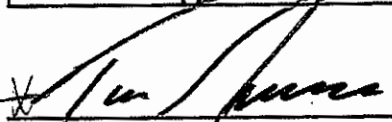
Tina Osborne, Clerk

cc: c/a—Motorola Solutions
Telecom (file)

INSTALLATION COMPLETION CERTIFICATE

(EXTERNAL SERVICE PARTNER)

INSTALL AGREEMENT # USC000510234		COF FO# / CPQ SO# FCR-095824007003222	SERVICE PARTNER COMPANY NAME Mobilcomm	SERVICE PARTNER PO# NP95598016
CUSTOMER NAME Warren County Ohio			SERVICE PARTNER CONTACT NAME AND EMAIL Dave Nieman dnieman@mobilcomm.com	
QTY	MODEL NUMBER	DESCRIPTION OF WORK	SERIAL NUMBER(S)	
1	N/A	Infrastructure Install Microwave Link Hatfield to Goosecreek Tower		
<p>IT IS AGREED THAT ALL MAJOR PROVISIONS OF THE PROJECT PROVIDED BY MOTOROLA SOLUTIONS, INC ARE COMPLETE AND READY FOR THE USE INTENDED, EXCEPT FOR ANY MINOR DEFECTS AND/OR PUNCHLIST ITEMS NOTED BELOW. YOU MAY NOW INVOICE US IN ACCORDANCE WITH THE TERMS OF THE SALES AGREEMENT.</p> <p>Attach to iSupplier Work Confirmation</p>				



 CUSTOMER SIGNATURE

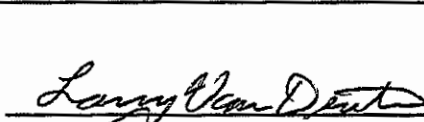
(Required for S&L \$50K and greater, and all Federal dollar amounts)

Tom Grossmann

 PRINT NAME

8-23-22

 DATE



 SERVICE PARTNER SIGNATURE

(Required for all dollar amounts)

Larry Van Dusen

 PRINT NAME

8/17/2022

 DATE

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1277

Adopted Date August 23, 2022

AUTHORIZE PRESIDENT OF BOARD TO SIGN THE TASK COMPLETION REPORT #2, SALES ORDER Q-95691 FOR CENTRAL SQUARE TECHNOLOGIES (FKA TRITECH SOFTWARE SYSTEMS) ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified, and recommended that the Board of County Commissioners sign the Central Square Technologies Task Completion Report #2, Sales Order Q-95691 for Enterprise CAD RapidSOS Interface; and

NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the Central Square Technologies (FKA TriTech Software Systems) Task Completion Report #2, Sales Order Q-95691 for Enterprise CAD RapidSOS Interface 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:

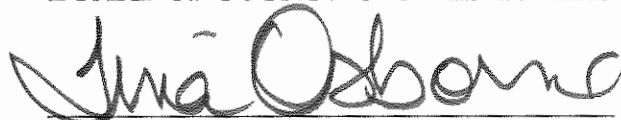
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 23rd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Central Square Technologies (FKA TriTech Software Systems)
Telecom (file)



CENTRAL SQUARE

TECHNOLOGIES

Warren County, OH Sales Order Q-95691 Task Completion Report #2

Reference: Enterprise CAD RapidSOS Interface Q-95691 PO 22001960

Effective Date: 8/11/2022

The purpose of the Task Completion Report ("TCR") is to document the mutual agreement between CentralSquare and the Client on the items listed in this TCR, in reference to **Warren County, OH – Enterprise CAD RapidSOS Interface Q-95691**

Completion of Project Deliverables:

1. Passed all test cases of Functional Acceptance Test (FAT) for Enterprise CAD RapidSOS standard interface – 8/8/2022
Note: Documented in file *FT - Warren County (Q-00095691) Standard RapidSOS Interface – Completed.docx* completed by Joshua Moyer
2. Go-Live of Enterprise CAD RapidSOS interface annual subscription – 8/8/2022
3. Technical services – 8/8/2022
4. Project management services – 8/8/2022

Acknowledgement: Upon receipt of this TCR, CentralSquare will provide an invoice for the following deliverables:

Description	Amount
100% due upon completion	
Public Safety Project Management Services – Fixed Fee	\$390.00
Public Safety Technical Services – Fixed Fee	1,560.00
Total	\$1,950.00

The Client is responsible for approving and executing this TCR within five (5) business days of receipt. If Client rejects this TCR, Client must provide written notice detailing the reason(s) why this TCR cannot be approved. If Client does not execute, or provide rejection notice, within five (5) business days, this TCR will be deemed accepted. Acceptance of this TCR will close out the deliverable(s), milestone(s), and/or project, as applicable. Any delays in the execution or acceptance of this Document may result in a project slowdown or stoppage.

Please sign and return this document to CentralSquare.

Approvals		
Client Project Manager	Print Name: <u>Tom Grossmann</u>	
	Signature: <u>* [Signature]</u>	Date: <u>8-23-22</u>
CentralSquare Project Manager	Print Name: <u>William M. McClamroch</u>	
	Signature: <u>[Signature]</u>	Date: <u>8/11/2022</u>

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

Resolution

Number 22-1278

Adopted Date August 23, 2022

APPROVE AND AUTHORIZE THE BOARD TO SIGN THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES LOCAL WORKFORCE DEVELOPMENT SYSTEM SUBGRANT AGREEMENT FOR REEMPLOYMENT SERVICES AN ELIGIBILITY ASSESSMENTS (RESEA) SERVICES JANUARY 1, 2020, TO SEPTEMBER 30, 2021

WHEREAS, the Area 12 Workforce Development Board and the Warren County Board of Commissioners previously signed and entered into a Subgrant agreement with the of the Ohio Department of Job and Family Services (ODJFS) for RESEA services, beginning on January 1, 2020 and ending on September 30, 2021 in order to define the roles and responsibilities of the parties and to identify the term, conditions and requirements for the administration and use of the Subgrant funds that will be provided under the Agreement for workforce development activities in the Local Area; and

WHEREAS, the Ohio Department of Job and Family Services failed to properly execute the agreement; and

NOW THEREFORE BE IT RESOLVED, that the Board of Warren County Commissioners does hereby approve and shall execute this new agreement with the Ohio Department of Job and Family Services in order to acknowledge the requirements of this Agreement and in furtherance of this Agreement the Area 12 Workforce Development Board received grant funds from the State in the amount of \$4,818,616.80 which was in accordance with the methods developed by the Ohio Department of Job and Family Services and distributed them accordingly. Copy of agreement attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 23rd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Ohio Department of Job & Family Services
Area 12 WDB (BCW/Workforce)
Workforce Development Board (file)

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
LOCAL WORKFORCE DEVELOPMENT SYSTEM
SUBGRANT AGREEMENT**

G-2223-15-0917

RECITALS:

This Subgrant Agreement (Agreement) between the Ohio Department of Job and Family Services (ODJFS) and representatives of Local Workforce Area 12 is hereby created pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA), codified in Title 29, Chapter 32 of the United States Code (USC) and Section 5101.20 of the Ohio Revised Code (ORC), to define the roles and responsibilities of the parties with respect to the funds allocated to the Local Workforce Area by ODJFS for the administration of workforce development activities.

Local Workforce Area 12 representatives include Butler, Clermont, and Warren County Board of Commissioners (SUBGRANTEE), who are the Chief Elected Officials of Local Workforce Area 12, the Local Workforce Development Board (LWDB) for Local Workforce Area 12, and Warren County Board of Commissioners (AGENT), designated by the Chief Elected Officials to serve as the Fiscal Agent for purposes of this Agreement. The AGENT's System for Award Management Unique Entity ID is VK7ZTVZ8EE51.

For purposes of this Agreement, ODJFS is the "pass-through entity", funds provided hereunder are "Subgrant" funds, and SUBGRANTEE is the "subrecipient" as those terms are defined in the United States Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, hereafter referred to as the "OMB Omni-Circular", Title 2, Part 200 of the Code of Federal Regulations (CFR), and the corresponding United States Department of Labor (DOL) regulations, in 2 CFR 2900.

This subaward is from the Program Year 2020/Calendar Year 2021 Reemployment Services and Eligibility Assessments (RESEA) federal funds allotted to ODJFS by the United States Department of Labor (DOL) pursuant to Title 42, Section 506 of the United States Code (42 USC 506). The RESEA federal award number is UI-34515-20-60-A-39. The federal award period is from January 1, 2020, through September 30, 2021. The total federal award to ODJFS is \$4,818,616.80.

The Subgrant funds awarded hereunder are not for research and development purposes.

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

- A. The sole purpose of this Agreement is to authorize State Fiscal Year (SFY) 2021 Local Workforce Area expenditures of RESEA funds. It was the intention of ODJFS to authorize RESEA expenditures under an amendment to the 2021 Workforce Innovation and Opportunity Act (WIOA) Subgrant Agreement executed between ODJFS and Local Workforce Area representatives, however, the amendment was not executed prior to the June 30, 2021 expiration of that agreement.
- B. SUBGRANTEE, LWDB, and AGENT will ensure that expenditures of RESEA funds under this Agreement were exclusively for RESEA services and related activities specified in 42 U.S.C. 506 and Workforce Program Policy Letter 20-02 *Reemployment Services and Eligibility Assessment (RESEA) Program*.
- C. Scott France or his successor is the ODJFS Agreement Manager for purposes of this Agreement.
- D. Expenditure of Public Funds for Offshore Services
 - a. SUBGRANTEE, LWDB, and AGENT certify that by executing this Agreement, they have reviewed, understand, and will continue to abide by the Governor's Executive Orders 2019-12D and 2022-02D and performed no services required under this Agreement outside of the United States. SUBGRANTEE, LWDB, and AGENT further affirm that no services from or investments in Russian institutions or companies were purchased under this Agreement.
 - b. If there has been a change in the location of any services provided under this Agreement, SUBGRANTEE, LWDB, and AGENT must disclose:
 - (1) The location(s) where all services are performed by SUBGRANTEE, LWDB, and AGENT or any subcontractor;

- (2) The location(s) where any state data associated with any of the services through this Agreement is accessed, tested, maintained, backed-up, or stored; and
 - (3) The principal location of business for SUBGRANTEE, LWDB, and AGENT and all subcontractors.
- E. SUBGRANTEE, LWDB, and AGENT expressly understand that any information that documents performance of a partner program (e.g., participant counts, placement rates, expenditures) and is intended for public distribution must be reviewed and authorized by the partner entity prior to publication or distribution. This restriction is applicable to information distributed via any communication medium—including annual reports, press releases, news articles, public web pages, and social media.

ARTICLE II. EFFECTIVE DATE OF THE SUBGRANT

- A. This Agreement will be in effect upon the date of the signature of the Director of ODJFS to cover the period of July 1, 2019 through June 30, 2021.

ARTICLE III. FUNDING

- A. With the exception of payments for OWIP, funds provided under this Subgrant Agreement were allocated via electronic funds transfer (EFT) through the County Finance Information System (CFIS). The specific dollar amounts of the State Fiscal Year (SFY) 2021 subaward is \$405,922.90.
- B. SUBGRANTEE, LWDB, and AGENT expressly agree that costs incurred under this Agreement were in compliance with the limitations prescribed by the authorizing statute and related funding agreement.
- C. Administrative costs for RESEA are limited to 15% of the total amount allocated to the Local Workforce Area and follow the WIOA definition of administrative costs. Per 20 CFR 683.215, WIOA administrative costs are those associated with:
1. Overall general administrative functions and coordination of those functions, including:
 - a. Accounting, budgeting, financial and cash management.
 - b. Property management.
 - c. Personnel management.
 - d. Payroll.
 - e. Resolution of findings from audits, reviews, investigations, and incident reports.
 - f. Audits.
 - g. General legal services.
 - h. Development of systems and procedures for administrative functions.
 - i. Fiscal agent responsibilities.
 2. Oversight and monitoring related to WIOA administrative functions.
 3. Costs of goods and services required for administrative functions.
 4. Travel costs incurred for performance of administrative activities.
 5. Costs of information systems related to administrative functions.
 6. Awards to subrecipients or contractors that are solely for administrative functions.

- D. Standards for Financial and Program Management** – Pursuant to WIOA Section 184, SUBGRANTEE, LWDB, and AGENT, as subrecipients of federal funds, hereby expressly acknowledge obligations with respect to the funds provided under this Agreement pursuant to Subparts D and E of the OMB Omni-Circular, and DOL exceptions (2 CFR 2900), which include, but are not limited to:
1. **Period of Performance and Availability of Funds** – Pursuant to 2 CFR 200.309, 2 CFR 200.343 and DOL provisions (2 CFR 2900.15), SUBGRANTEE, LWDB, AGENT, and any subrecipient(s) may charge to the award only costs resulting from obligations of the funding period specified in ARTICLE II unless carryover of unobligated balances is permitted by the federal regulations that govern expenditures for a particular program.
 2. **Internal Controls** – SUBGRANTEE, LWDB, and AGENT will ensure that an internal control structure and written policies are maintained to protect personally identifiable and sensitive information, records, contracts, grant funds, equipment, tangible items, and other information that is readily or easily exchanged in the open market that DOL, ODJFS, SUBGRANTEE, LWDB, or AGENT considers to be sensitive. SUBGRANTEE, LWDB, and AGENT will further ensure that subcontractors or subrecipients have effective internal control structures, written policies, and safeguards in place. Internal controls for all recipients and subrecipients of WIOA Title I and Wagner-Peyser funds must be in accordance with 2 CFR 200.303, and 20 CFR 683.220.
 3. **Cost Sharing or Matching** – Any applicable cost sharing or matching requirements must be satisfied in accordance with 2 CFR 200.306.
 4. **Program Income** – Per WIOA Section 194(7), income received by SUBGRANTEE, LWDB, or AGENT under any WIOA Title I program funded hereunder must be used to carry out the program. Further, SUBGRANTEE, LWDB, and AGENT will maintain financial records sufficient to determine the amount of such income received and the purposes for which the funds were expended. Program income received for other DOL programs and HHS activities funded under this Agreement will be subject to 2 CFR 200.307.
 5. **Real Property, Equipment, and Supplies** – SUBGRANTEE, LWDB, and AGENT expressly understand that written approval must be obtained from ODJFS prior to purchasing non-expendable personal property or equipment with a cost of Five Thousand and 00/100 Dollars (\$5,000.00) or more for administrative or programmatic purposes. Purchases of real property or new construction are prohibited as are loans of funds provided hereunder. Per WIOA Section 194(11), title use, and disposition of real property, equipment, and supplies will be in accordance with the following:
 - a. Real Property – 2 CFR 200.311.
 - b. Equipment – 2 CFR 200.313.
 - c. Supplies – 2 CFR 200.314.

ARTICLE IV. RECORDS AND REPORTING

- A. SUBGRANTEE, LWDB, and AGENT will continue to maintain complete and accurate records sufficient to fulfill reporting requirements, to assess performance, and to permit the tracing of funds at a level that is adequate to ensure that funds have not been spent unlawfully.
- B. SUBGRANTEE, LWDB, and AGENT will continue to ensure that all records relevant to programs and activities funded hereunder are available during normal business hours and as often as needed for audit by federal and state government entities that include but are not limited to: DOL, HHS, the United States Comptroller General or designee, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials.
- C. SUBGRANTEE, LWDB, and AGENT will retain all records related to funds provided hereunder in accordance with 2 CFR 200.333 through 200.337, OAC 5101:9-9-21, and all state and federal record retention requirements for a minimum of 3 years after SUBGRANTEE receives the last allocation or payment issued under this Agreement. If an audit, litigation or similar action is initiated during this time period, the records must be retained until the action is concluded and all issues are resolved or until the end of the 3-year period, whichever is later.

- D. SUBGRANTEE, LWDB, and AGENT acknowledge, in accordance with ORC 149.43, that financial records related to the performance of services under this Agreement are presumptively deemed public records with the exception of wage records, those that contain personally identifiable information or otherwise deemed confidential under the federal or state laws that govern the collection and use of program information. ARTICLE X provides a list of confidentiality laws applicable to workforce development programs and generally outlines the roles and responsibilities with respect to confidentiality.
- E. SUBGRANTEE, LWDB, and AGENT will enroll and track participants and services in the Ohio Workforce Case Management System (OWCMS) and the County Finance Information System (CFIS) WIOA Client Tracking. SUBGRANTEE, LWDB, and AGENT will further ensure that information is maintained in accordance with DOL guidelines and that reports are created and submitted in the appropriate formats within the appropriate timeframes prescribed by ODJFS.
- F. **Maintenance of Additional Records** – Pursuant to WIOA Section 185(f), SUBGRANTEE, LWDB, and AGENT must maintain records with respect to programs and activities carried out under this title that identify:
1. Any income or profits earned, including such income or profits earned by subrecipients; and
 2. Any costs incurred that are otherwise allowable except for funding limitations.

ARTICLE V. AUDITS OF SUBGRANTEE

- A. Subject to the threshold requirements of OMB Omni-Circular, 2 CFR 200.501 and DOL requirements (2 CFR 2900), SUBGRANTEE, LWDB, and AGENT must have an entity-wide single audit and must send 1 copy of every audit report to the ODJFS Office of the Chief Inspector at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within 2 weeks of the subrecipient's receipt of any such audit report.
- B. SUBGRANTEE, LWDB, and AGENT have additional responsibilities as an auditee under 2 CFR 200.508, which include, but are not limited to:
1. Procure or otherwise arrange for the audit required by this part in accordance with 2 CFR 200.509 and ensure it is properly performed and submitted when due in accordance with 2 CFR 200.512.
 2. Prepare appropriate financial statements, including the schedule of expenditures of federal awards in accordance with 2 CFR 200.510.
 3. Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511.
 4. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit.

ARTICLE VI. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. ODJFS may suspend or terminate this Agreement immediately upon delivery of a written notice to SUBGRANTEE, LWDB or AGENT if:
1. ODJFS loses funding as described in ARTICLE III.
 2. ODJFS discovers any illegal conduct on the part of SUBGRANTEE, LWDB or AGENT.
 3. SUBGRANTEE has violated any provision of ARTICLE IX.
- B. Pursuant to ORC 5101.241 and 2 CFR 200.338, as applicable, if SUBGRANTEE, LWDB, AGENT, or any subrecipients materially fail to comply with any term of an award, federal statute or regulation, an assurance, a state plan or application, a notice of award, or any other applicable rule, ODJFS may take any or all of the following actions it deems appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the non-federal entity or more severe enforcement action by the federal awarding agency or pass-through entity.
 2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

3. Wholly or partly suspend or terminate the federal award.
 4. Submit a recommendation to the federal awarding agency for the initiation of suspension or debarment proceedings authorized under 2 CFR 180.
 5. Withhold further federal awards for the project or program.
 6. Take other remedies that may be legally available.
- D. SUBGRANTEE, LWDB, and AGENT, upon receipt of a notice of suspension or termination, will do all of the following:
1. Cease the performance of the suspended or terminated Subgrant activities under this Agreement.
 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrant agreements correlated to the suspended or terminated Subgrant activities.
 3. Prepare and submit a report to ODJFS, as of the date that funding expires, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities.
 4. Perform any other tasks that ODJFS requires.
- E. Upon breach or default by SUBGRANTEE, LWDB, or AGENT of any of the provisions, obligations, or duties embodied in this Agreement, ODJFS will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by ODJFS of any occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS, SUBGRANTEE, LWDB, or AGENT fails to perform any obligation hereunder and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE VII. NOTICES

- A. All parties agree that communication regarding Subgrant activities under this Agreement will be between SUBGRANTEE, LWDB, AGENT, and the ODJFS Agreement Manager identified in ARTICLE I, Section C of this Agreement.
- B. Notices to ODJFS from SUBGRANTEE, LWDB, or AGENT regarding changes to the principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, and/or any other formal notice regarding this Agreement will be sent to the ODJFS Deputy Director of Contracts and Acquisitions at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215.
- C. Notices to SUBGRANTEE, LWDB, or AGENT from ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Agreement will be sent to the Local Workforce Area representatives at the addresses appearing on the signature page of this Agreement.
- D. All notices in accordance with Sections B and C of this Article will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE VIII. AMENDMENT AND SUBGRANTS

- A. **Amendment** – This document will constitute the entire agreement among ODJFS, SUBGRANTEE, LWDB, and AGENT with respect to all matters herein.
- B. **Subawards**
 1. **Subgrants** – Any subgrants by SUBGRANTEE must be in accordance with 2 CFR 200.201 and, if applicable, corresponding HHS exceptions, 45 CFR 75.352.

2. **Suspension and Debarment** – In accordance with 2 CFR 200.205, 2 CFR Part 2998, and 45 CFR 75.213, SUBGRANTEE, LWDB, and AGENT will confirm no award at any tier was made to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under 2 CFR Part 180.
3. **Procurement** – SUBGRANTEE, LWDB, AGENT must confirm that any and all subrecipients maintain a procurement system for purchases of all goods and services paid with funds authorized hereunder in compliance with OAC rule 5101:9-4-02, as well as the federal procurement standards prescribed in 2 CFR 200.318 – 2 CFR 200.320, and 2 CFR 415.1. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
4. **Monitoring and Reporting Program Performance**– SUBGRANTEE, LWDB, and AGENT must confirm management and monitoring of the routine operations of Subgrant supported activities, including each project, program, subaward, and function supported by the Subgrant, to ensure compliance with all applicable federal requirements, including 2 CFR 200.328 and 200.239, as well as DOL provisions at 2 CFR part 2900.

C. **Duties as Pass-through Entity.** With respect to subawards of the funds received under this Agreement to another entity determined to be a subrecipient in accordance with 2 CFR 200.331, SUBGRANTEE, LWDB, and/or AGENT, serving as the pass-through entity, must confirm:

1. Every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the federal award and subaward. Required information includes:
 - a. Inform each subrecipient of the proper identification of the federal awards received pursuant to 2 CFR 200.331(a)(1).
 - b. All requirements imposed by the pass-through entity on the subrecipient to ensure compliance with federal statutes, regulations and the terms and conditions of the federal award.
 - c. Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the federal awarding agency including identification of any required financial and performance reports;
 - d. An approved federally recognized indirect cost rate negotiated between the subrecipient and the federal government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a de minimis indirect cost rate as defined in 2 CFR 200.414;
 - e. A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and
 - f. Appropriate terms and conditions concerning closeout of the subaward.
2. Evaluation of each subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring, which may include consideration of such factors as:
 - a. The subrecipient's prior experience with the same or similar subawards;
 - b. The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of 2 CFR 200.331, and the extent to which the same or similar subaward has been audited as a major program;
 - c. Whether the subrecipient has new personnel or new or substantially changed systems; and
 - d. The extent and results of federal awarding agency monitoring (e.g., if the subrecipient also receives federal awards directly from a Federal awarding agency).

3. Consideration of imposing specific subaward conditions upon a subrecipient if appropriate as described in 2 CFR 200.207.
4. Monitoring of the subrecipient's activities as necessary to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and the terms/conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring must include:
 - a. Review of financial and performance reports required by the pass-through entity.
 - b. Follow-up to ensure that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - c. Issuance of a management decision for audit findings pertaining to the federal award provided to the subrecipient from the pass-through entity as required by 2 CFR 200.521.
5. Assessment of risk posed by the subrecipient and, if necessary, the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
 - a. Training and technical assistance to subrecipient on program-related matters;
 - b. Performance of on-site reviews of the subrecipient's program operations; and
 - c. Arrangement of agreed-upon-procedures engagements as described in 2 CFR 200.425.
6. Verification that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR 200.501.
7. Consideration as to whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
8. Consideration of taking enforcement action against noncompliant subrecipients as described in 2 CFR 200.338 for noncompliance of this part and in program regulations.

ARTICLE IX. CERTIFICATION OF COMPLIANCE WITH SPECIAL GRANT CONDITIONS

By executing this Agreement, SUBGRANTEE, LWDB, and AGENT hereby affirm continued compliance with each condition listed in this Article. SUBGRANTEE's certification of compliance with each of these conditions is considered a material representation of fact upon which ODJFS relied in entering into this Agreement:

- A. If at any time, SUBGRANTEE, LWDB, or AGENT is not in compliance with the conditions affirmed in this Section, ODJFS will consider this Agreement to be *void ab initio* and will deliver written notice to SUBGRANTEE, LWDB, and AGENT. Any funds paid by the State of Ohio under this Agreement for work performed before SUBGRANTEE, LWDB, and AGENT received such notice will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.
 1. **Federal Debarment Requirements** – SUBGRANTEE certifies that neither SUBGRANTEE nor any of its principals, LWDB, AGENT, any subrecipients or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency. SUBGRANTEE also affirms that within 3 years preceding this agreement neither SUBGRANTEE nor any of its principals, LWDB, AGENT, or subrecipients or subcontractors:
 - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property;
 - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) for the commission of any of the offenses listed in this paragraph and have not had any public transactions (Federal, State, or local) terminated for cause or default.

2. **Mandatory Disclosures** – Pursuant to 2 CFR 200.113, SUBGRANTEE, LWDB, and AGENT must disclose in writing to ODJFS in a timely manner all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.
 3. **Qualifications to Conduct Business** – SUBGRANTEE, LWDB, and AGENT each affirm that they and any and all subrecipients and subcontractors have all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period SUBGRANTEE, LWDB, AGENT, or any subrecipients or subcontractors, for any reason, become disqualified from conducting business in the Ohio, SUBGRANTEE will immediately notify ODJFS in writing and will take measures to ensure that the disqualified party immediately ceases performance of Subgrant activities.
 4. **Unfair Labor Practices** – SUBGRANTEE, LWDB, and AGENT, each affirm that neither they, nor their principals or any of their subrecipients or subcontractors are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify SUBGRANTEE, LWDB, AGENT, or a subrecipient as having more than 1 unfair labor practice contempt of court finding.
 5. **Finding for Recovery** – SUBGRANTEE affirms that SUBGRANTEE, its principals, LWDB, AGENT, or subrecipients or subcontractors are not subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
- B. If at any time SUBGRANTEE, LWDB, or AGENT are not in compliance with the conditions affirmed in this Section B, ODJFS may immediately terminate this Agreement by delivering written notice to SUBGRANTEE, LWDB, and AGENT. SUBGRANTEE, LWDB, and AGENT are entitled to compensation only for activities performed during the time the parties were in compliance with the provisions of this Section B. Any funds paid by the State of Ohio for work performed during a period when the parties were not in compliance with this Section B will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.
1. **Americans with Disabilities** – SUBGRANTEE LWDB, AGENT, their officers, employees, members, subrecipients and subcontractors hereby affirm ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990, as amended and Section 504 of the Rehabilitation Act of 1973, as amended.
 2. **Fair Labor Standards and Employment Practices.**
 - a. SUBGRANTEE, LWDB, and AGENT each certify that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
 - b. Pursuant to WIOA Section 188, in carrying out this Agreement, SUBGRANTEE, LWDB, and AGENT will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion, demotion, rate of compensation, and eligibility for in-service training programs.
 - c. SUBGRANTEE, LWDB, and AGENT agree to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
 - d. SUBGRANTEE, LWDB, and AGENT agree to collect and maintain data necessary to show compliance with the foregoing nondiscrimination provisions of WIOA Section 188 and this Paragraph 2 and will incorporate these requirements in all of its subgrants or subcontracts for the workforce development activities funded hereunder.
 2. **Ethics Laws** – SUBGRANTEE, LWDB, and AGENT certify that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2019-11D pertaining to ethics. SUBGRANTEE, LWDB, and AGENT further agree that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.

4. **Nepotism – Per 20 CFR 683.200:**
 - a. No individual may be placed in a WIOA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.
 - b. To the extent that an applicable state or local legal requirement regarding nepotism is more restrictive than 20 CFR 683.200, the state or local requirement must be followed.
5. **Conflict of Interest –SUBGRANTEE, LWDB, and AGENT must comply with the following, as applicable:**
 - a. When a local organization functions simultaneously in 2 or more roles, which may include AGENT, LWDB staff, OhioMeansJobs center operator, and direct provider of career or training services, then the SUBGRANTEE and LWDB, per 20 CFR 679.430, must execute a written agreement with the local organization that specifies how the organization will carry out its responsibilities while maintaining compliance with WIOA, OMB Omni-Circular requirements, all other applicable federal and state rules and requirements, and the State's conflict of interest regulations listed in the subsections below. The agreement must be written in accordance with Section IV of WIOAPL 15-18.1.
 - b. SUBGRANTEE, LWDB, and AGENT certify, by executing this Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in such position, 1 or more personal monetary contributions in excess of \$1,000.00 to the current Governor or to the Governor's campaign committee when the Governor was a candidate for office within the previous 2 calendar years.
 - c. SUBGRANTEE, LWDB, and AGENT agree to refrain from promising or giving to any ODJFS employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. SUBGRANTEE, LWDB, and AGENT further agree not to solicit an ODJFS employee to violate ORC Sections 102.03, 102.04, 2921.42, or 2921.43 and that SUBGRANTEE, LWDB, AGENT, their officers, members, and employees are compliant with ORC 102.04 and have filed a statement with the ODJFS Chief Legal Counsel if required under ORC 102.04(D)(2).
 - d. SUBGRANTEE, LWDB, and AGENT agree that SUBGRANTEE, LWDB, AGENT, their officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of SUBGRANTEE's, LWDB's or AGENT's functions and responsibilities under this Agreement. If SUBGRANTEE, LWDB, AGENT, their officers, employees, or members acquire any incompatible, conflicting, or compromising interest, SUBGRANTEE, LWDB, and AGENT agree to immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215. SUBGRANTEE, LWDB, and AGENT further agree that the person with the conflicting interest will not participate in any activities hereunder until ODJFS determines that participation would not be contrary to public interest.
 - e. SUBGRANTEE, LWDB, and AGENT will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
6. **Lobbying Restrictions.**
 - a. WIOA Section 195 prescribes the following prohibitions on lobbying:
 - (1) **Publicity Restrictions-** No funds provided under WIOA shall be used for:
 - (a) Publicity or propaganda purposes; or
 - (b) The preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat:
 - (i) The enactment of legislation before Congress or any State or local legislature or legislative body; or

- (ii) Any proposed or pending regulation, administrative action, or order issued by the executive branch of State or local government.
 - (2) Exception - Subparagraph (1) shall not apply to:
 - (a) Normal and recognized executive-legislative relationships;
 - (b) The preparation, distribution, or use of the materials described in Subparagraph (1)(b) in presentation to Congress or any State or local legislature or legislative body; or
 - (c) Such preparation, distribution, or use of such materials in presentation to the executive branch of any State or local government.
 - (3) Salary Restrictions - No funds provided under WIOA shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment or issuance of legislation, appropriations, regulations, administrative action, or an Executive order proposed or pending before Congress or any State government, or a State or local legislature or legislative body.
 - (4) Exception - Subparagraph (3) shall not apply to:
 - (a) Normal and recognized executive-legislative relationships; or
 - (b) Participation by an agency or officer of a State, Local, or Tribal government in policymaking and administrative processes within the executive branch of that government.
 - b. SUBGRANTEE, LWDB, and AGENT each affirms that no federal funds paid to SUBGRANTEE, LWDB, or AGENT by ODJFS through this or any agreement have been or will be used to influence, attempt to influence, or otherwise lobby Congress or any federal agency in connection with any contract, grant, cooperative agreement, or loan. SUBGRANTEE, LWDB, and AGENT further certify compliance with all lobbying restrictions, including 31 USC 1352, 2 USC 1801, 29 CFR 93, and any other federal law or rule pertaining to lobbying.
 - c. If the amount of funds authorized hereunder exceeds One Hundred Thousand and 00/100 (\$100,000.00), SUBGRANTEE, LWDB, and AGENT each affirms that it has executed and filed Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions if required by federal regulations.
 - d. SUBGRANTEE, LWDB, and AGENT each agree to include the language of this certification in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.
 - e. SUBGRANTEE, LWDB, and AGENT each certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
7. **Child Support Enforcement** – SUBGRANTEE, LWDB, and AGENT each agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that SUBGRANTEE, LWDB, AGENT, their employees, and subrecipients and subcontractors meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.
8. **Pro-Children Act** – If any activities funded hereunder call for services to minors, SUBGRANTEE, LWDB, and AGENT each agrees to comply with the Pro-Children Act of 1994 (45 CFR 98.13) that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.

9. **Drug-Free Workplace** – SUBGRANTEE, LWDB, AGENT, their officers, employees, members, subrecipients and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. SUBGRANTEE, LWDB, and AGENT will make a good faith effort to ensure that none of their officers, employees, members, subrecipients or subcontractors will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
10. **Work Programs** – SUBGRANTEE, LWDB and AGENT each agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapters 5101 or 5107.
11. **Jobs for Veterans Act (38 USC 4215)**, as implemented by 20 CFR 1010 – To the extent possible, SUBGRANTEE, LWDB, and AGENT each agrees to provide priority of service to veterans and covered spouses for any qualified job training program.
12. **Buy American Requirements (41 USC 8302)** – To the greatest extent practicable, per WIOA Section 502, SUBGRANTEE, LWDB, and AGENT each agrees to use funds provided hereunder to purchase American made equipment and products.
13. **Salary and Bonus Limitations** – Per WIOA Section 194(15), SUBGRANTEE, LWDB, and AGENT each agrees to comply with all salary and bonus limitations.
14. **Environmental Protections** – SUBGRANTEE, LWDB, and AGENT agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the United States Environmental Protection Agency (USEPA) and ODJFS. SUBGRANTEE, LWDB and AGENT agree to comply with all applicable standards, orders or regulations issued pursuant to the state energy conservation plan developed in compliance with the Energy Policy and Conservation Act (42 USC 6201). Violations must be reported to the Federal awarding agency and the Regional Office of the USEPA and ODJFS.
15. SUBGRANTEE, LWDB, and AGENT will comply with the reporting requirements found in Appendix A of The Transparency Act (2 CFR 170).
16. If applicable, SUBGRANTEE, LWDB, and AGENT will comply with the provision of 2 CFR, Subtitle A, Chapter I, Part 25 regarding Central Contractor Registration and Universal Identifier Requirements.
17. Pursuant to 22 USC 7104(g), Trafficking Victims Protection Act of 2000, as amended, this Agreement may be terminated without penalty if SUBGRANTEE, LWDB, AGENT, or any subcontractor or subgrantee paid with funds provided hereunder:
 - a. Engages in severe forms of trafficking in persons or has procured a commercial sex act during the period this Agreement or any subcontracts or subagreements are in effect; or uses forced labor in the performance of activities under this Agreement or under any subcontracts or subagreements.
 - b. SUBGRANTEE, LWDB and AGENT agree that they shall notify, and require all of its subgrantees or subcontractors to notify, its employees of the prohibited activities.
18. Pursuant to Presidential Executive Order 13043 (April 16, 1997), *Increasing the Use of Seat Belts in the United States*, SUBGRANTEE, LWDB, and AGENT are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.
19. Pursuant to Presidential Executive Order 13513: Section 4, *Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Subrecipients*, SUBGRANTEE, LWDB, AGENT, and all subcontractors and subrecipients paid with funds provided hereunder are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or government-owned or government-leased, or government-rented vehicles when on official government business or when performing any work for or on behalf of the government, and to conduct initiatives of the type described in Section 3(a) of the Executive Order.

20. **Rights to Inventions** – If applicable, if any products or services provided under this Agreement meet the definition of "funding agreement" under 37 CFR 401.2(a), and SUBGRANTEE, LWDB or AGENT enter into a contract or subgrant with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the SUBGRANTEE; LWDB or AGENT must comply with the requirements of 37 CFR Part 401, and any implementing regulations issued by the federal awarding agency.
21. **Civil Rights Assurance** – The SUBGRANTEE, LWDB and AGENT hereby agree that as long as SUBGRANTEE is a recipient of federal financial assistance, each will comply with Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000d et seq.), the Age Discrimination Act of 1975, as amended (42 USC 6101 et seq.), Title IX of the Education Amendments of 1972 (20 USC 1681 et seq.) and all provisions required by the implementing regulations of the Department of Health and Human Services and Department of Labor. SUBGRANTEE shall require all entities with which it subgrants and contracts to incorporate this Section in all its existing agreements and contracts that are funded in whole or in part with funds from the Department of Labor or Health and Human Services, and shall further require those entities to incorporate the above language in all future agreements and contracts with other entities.
22. **Certification of Compliance** – SUBGRANTEE, LWDB and AGENT certify that they are in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.
23. **Religious Activities**
 - a. WIOA Section 188(a)(3) prohibits the use of funds to employ participants to carry out the construction, operation, or maintenance of any part of any facility used for sectarian instruction or as a place for religious worship with the exception of maintenance of facilities that are not primarily used for instruction or worship and are operated by organizations providing services to WIOA participants.
 - b. Per 29 CFR 2, Subpart D, WIOA Title I financial assistance may be used to employ or train participants in religious activities only when the assistance is provided indirectly within the meaning Establishment Clause of the United States Constitution and not when the assistance is provided directly.
 - c. 29 CFR 2, Subpart D also sets forth requirements for equal treatment of religious organization and protection of the religious liberty of DOL social service providers and beneficiaries.

ARTICLE X: CONFIDENTIALITY

- A. SUBGRANTEE, LWDB, and AGENT expressly confirm their compliance with all applicable federal, state, and local laws regarding confidential information—including, but not limited to:
 1. WIOA Section 185(a)(4)(B), which is codified at 29 USC 3245(a)(4)(B).
 2. WIOA Section 501. Protects student records and prohibits the creation of a national database containing personally identifiable information.
 3. The Privacy Act (5 USC 552a).
 4. 7 USC 2020(e)(8).
 5. The Family Educational and Privacy Rights Act (20 USC 1232g), referenced in WIOA Sections 102(b)(2)(C)(v)(III), 116(l)(3), 122(d)(4), and 501(a). This Act is also found in section 444 of the General Education Provisions Act and is intended to protect student records.
 6. 29 USC 701(a)(4) and (c)(2) and 29 USC 751.
 7. 20 CFR 603 regarding confidentiality and disclosure of state Unemployment Insurance (UI) information.

8. 29 CFR 71.14(a)(2) and (c). Department of Labor regulation on use of non-public information.
 9. 34 CFR 361.38 Protection, use and release of personal information of Vocational Rehabilitation Services participants.
 10. ORC 149.43(A)(1), lists records that are exempted from treatment as public record.
 11. ORC 149.431 Records of governmental or nonprofit organizations receiving governmental funds.
 12. ORC 1347.01(E).
 13. ORC 1347.12 regarding disclosure of security breach of computerized personal information data.
 14. ORC 3304.21 regarding use of information relative to participants of programs administered by Opportunities for Ohioans with Disabilities.
 15. ORC 4141.21, 4141.22, and 4141.99 regarding use and disclosure of (UI) records.
 16. ORC 5101.27 Restricting Disclosure of identifying information regarding public assistance applicants and recipients.
 17. OAC 5101:1-1-03 regarding confidentiality of TANF applicant/recipient information.
 18. OAC 5101:1-1-36. IEVS.
 19. OAC 5101:4-1-13(C) regarding confidentiality of SNAP applicant/recipient information.
 20. OAC 5101:9-9-21(H)(3) and 5101:9-9-25.1. Require county family services and workforce agencies to safeguard and protect all applicant and recipient information and federal tax information, in accordance with state and federal laws and regulations.
 21. OAC Sections 5101:9-22-15 and 5101:9-22-16 regarding release of and access to confidential personal information.
 22. OAC 4141-43-01 and 4141-43-02 regarding confidentiality and permissible uses and disclosures of employment and training information, wage information, employer information, and unemployment claimant information.
 23. OAC 3304-2-63 regarding use of information relative to participants of Ohio's Vocational Rehabilitation Programs.
 24. U.S. Department of Labor Training and Employment Guidance Letter (TEGL) 39-11, "Guidance on the Handling and Protection of Personally Identifiable Information," June 28, 2012.
- B. SUBGRANTEE, LWDB, and AGENT must execute agreements with any third party that will receive data identified as confidential under federal or state law and will include in those agreements all provisions required under the applicable federal or state law. Prior to the execution of such agreements, SUBGRANTEE, LWDB, and AGENT will ensure that the applicable federal and state confidentiality rules that govern a particular source of data allow disclosure to third parties for the purpose the third party is intended to receive it.
- C. SUBGRANTEE, LWDB, and AGENT must ensure that no ODJFS confidential information is disclosed to third parties or to unauthorized individuals without the express written consent of ODJFS.
- D. SUBGRANTEE, LWDB, and AGENT must ensure that the collection and use of any information, systems, or records that contain confidential data will be limited to purposes of the specific programs and activities to which the data pertains or for which the data was generated or collected.
- E. SUBGRANTEE, LWDB, and AGENT must ensure that access to software systems and files under its control that contain confidential information will be limited to authorized staff members who are assigned responsibilities in support of the program or service to which the data pertains and who must access the information to perform those responsibilities. SUBGRANTEE, LWDB and AGENT expressly agree to take measures to ensure that no confidential information is accessible by unauthorized individuals.

- F. SUBGRANTEE, LWDB, and AGENT must maintain a current list of staff members who are authorized to access confidential information and will identify the types of data and data sources that the authorized staff members will be permitted to access.
- G. SUBGRANTEE, LWDB, and AGENT must ensure that all staff members authorized to access confidential data are aware of the requirements and restrictions pertinent to the data and the penalties for disclosure or misuse.

ARTICLE XI. MISCELLANEOUS PROVISIONS

- A. **Limitation of Liability:** To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, SUBGRANTEE, LWDB, and AGENT each agrees to be responsible for any liability directly related to any and all of their own acts of negligence. In no event will any party be liable for any indirect or consequential damages, even if ODJFS, SUBGRANTEE, LWDB, or AGENT knew or should have known of the possibility of such damages. This provision is not intended to relieve SUBGRANTEE from exclusive liability per WIOA Section 107(d)(12)(B)(i) for the misuse of WIOA funds allocated hereunder per WIOA Sections 128 and 133.
- B. **Choice of Law; Partial Invalidity:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of this Agreement impossible.
- C. **Construction:** Nothing in this Agreement is to be construed to provide an obligation for any amount or level of funding, resources, or other commitment by ODJFS to the Local Workforce Area, SUBGRANTEE, LWDB, AGENT, or any other entity, agency or individual, unless specifically set forth in state or federal law. Nothing in this Agreement is to be construed to provide a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, or any of the officers or employees of the State of Ohio or ODJFS.
- D. **Liens:** SUBGRANTEE will not permit any lien or claim to be filed or prosecuted against ODJFS or the State of Ohio because of any labor, services, or materials furnished. If SUBGRANTEE, LWDB or AGENT fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to SUBGRANTEE, LWDB, or AGENT in connection with this Agreement, ODJFS or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to SUBGRANTEE, LWDB, and AGENT under this Agreement.
- E. **Delay:** No party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE VII. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken reasonable steps to mitigate or avoid the delay. Items that are controllable by any subcontractor or subrecipient of SUBGRANTEE, LWDB, or AGENT will be considered controllable by SUBGRANTEE except for third-party manufacturers supplying commercial items and over whom SUBGRANTEE has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.
- F. **Intellectual Property Rights.**
1. The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes:
 - a. The copyright in all products developed with funds provided hereunder, including a subgrant or subcontract; and
 - b. Any rights of copyright to which ODJFS, SUBGRANTEE, LWDB, AGENT, or a subrecipient or contractor purchases ownership under an award (including but not limited to: curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to the right to modify and distribute such products worldwide by

any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.

2. If applicable, the following needs to be on all products developed in whole or in part with grant funds:
"This workforce solution was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the Institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner."

- G. **Risk Assessment.** In accordance with 2 CFR 200.331 and 2 CFR 200.207, ODJFS as a pass-through entity evaluates SUBGRANTEE, LWDB, and AGENT's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, SUBGRANTEE, LWDB, and AGENT agree to comply with specific conditions and monitoring requirements posed by ODJFS to ensure proper accountability and compliance with program requirements and achievement of performance goals.
- H. **Counterpart Language.** This Agreement may be executed in one, or more than one counterpart and each executed counterpart will be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together will constitute one and the same agreement.

Signature Page Follows:
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OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
LOCAL WORKFORCE DEVELOPMENT SYSTEM
SUBGRANT AGREEMENT

SIGNATURE PAGE

G-2223-15-0917

The parties have executed this Subgrant Agreement as of the date of the signature of the Director of the Ohio Department of Job and Family Services.

Signatures must include the Chief Elected Official(s) and authorized representatives of the Local Workforce Development Board and the Fiscal Agent.

Warren County Board of Commissioners
406 Justice Drive, Suite 311
Lebanon, Ohio 45036

Ohio Department of Job and Family Services
30 East Broad Street, 32nd Floor
Columbus, Ohio 43215

Printed Name & Title

[Signature] 8.23.22
Signature Date

Matthew M. Damschroder, Director

Date

Tom Grossmann, President
Printed Name & Title

[Signature] 8.23.22
Signature Date

Printed Name & Title

Signature

Date

Shannon Jones, Vice President
Printed Name & Title

[Signature] 8.23.22
Signature Date

Printed Name & Title

Signature

Date

David G. Young, member
Printed Name & Title

Printed Name & Signature

Signature

Date

Butler County
Commissioner Donald L. Dixon

Printed Name & Title

Signature

Printed Name & Title

[Signature]
Signature Date

Signature

Date

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
LOCAL WORKFORCE DEVELOPMENT SYSTEM
SUBGRANT AGREEMENT

SIGNATURE PAGE

G-2223-15-0917

The parties have executed this Subgrant Agreement as of the date of the signature of the Director of the Ohio Department of Job and Family Services.

Signatures must include the Chief Elected Official(s) and authorized representatives of the Local Workforce Development Board and the Fiscal Agent.

Area 12 Chief Elected Officials
c/o BCW/Workforce Development (12)
406 Justice Drive, First Floor
Lebanon, Ohio 45036

Ohio Department of Job and Family
30 East Broad Street, 32nd Floor
Columbus, Ohio 43215

Commissioner Donald Dixon

Printed Name Butler County Chief Elected Official

Matt Damschroder, Director

Signature _____ Date _____

Date _____

Commissioner David Painter

Printed Name Clermont County Chief Elected Official

Signature *David Painter* Date 7/13/22

APPROVED AS TO FORM:
MARK J. TEKULVE, PROSECUTOR
CLERMONT COUNTY, OHIO
BY: *Mark J. Tekulve*
Assistant Prosecutor

Commissioner Tom Grossmann

Printed Name Warren County President -Fiscal Agent

Signature *Tom Grossmann* Date 8.23.22

Rebecca Ehling, Executive Director

Printed Name Authorized Representative
Workforce Investment Board of Butler/Clermont/Warren
(WIBBCW)

Commissioner Shannon Jones

Printed Name Warren County Vice President -Fiscal Agent

Signature *Shannon Jones* Date 8.23.22

Signature *Rebecca Ehling* Date 8-17-22

Commissioner David G. Young

Printed Name Warren County Member -Fiscal Agent

Signature *David G. Young* Date 8.23.22

Matt Nolan

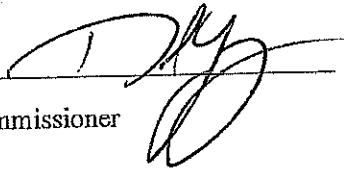
Printed Name Warren County Auditor

Signature *Matt Nolan -AD* Date 8-18-22


FISCAL AGENT EXECUTION

The Warren County Board of County Commissioners executes this agreement in its capacity as Fiscal Agent as agreed and memorialized in paragraph IV(a) of the Area 12 Intergovernmental Agreement between Butler, Warren, and Clinton counties. As Fiscal Agent, Warren County Board of County Commissioners is not responsible for performance of any aspect to this agreement nor bound by its terms.

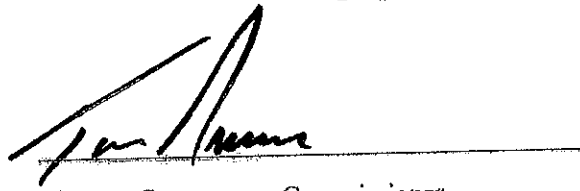
Warren County Board of County Commissioners



David Young, Commissioner

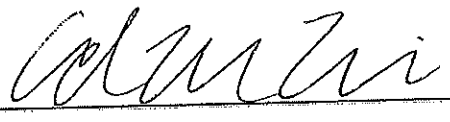


Shannon Jones, Commissioner



Thomas Grossmann, Commissioner

Approved as to form:



Warren County Prosecuting Attorney
Adam M. Nice

ADOPTED
JULY 7, 2022



Board of County Commissioners
Butler County, Ohio

EXECUTIVE SUMMARY

22-07-01058

Donald L. Dixon
President

T.C. Rogers
Vice President

Cindy Carpenter
Member

**Contract Award without Bid - Local Workforce Dev System Subgrant
G-2223-15-0917**

**JFS - Fiscal - PA
Purchase of Goods/Services**

Target Meeting: 7/7/22

Summary

Approve and execute Subgrant with the Ohio Department of Job and Family Services to define the roles and responsibilities of the parties in the administration of workforce development activities by the Local Workforce Area 12 for the period July 1, 2019 - June 30, 2021.

Justification

The purpose of this Agreement is to authorize State Fiscal Year 2021 Local Workforce Area 12 expenditures of RESEA funds. An amendment was executed by ODJFS and Local Workforce Area 12 representatives (Reso #21-01-00078) but was not executed by ODJFS prior to June 30, 2021 necessitating the execution of this document.

Recommendation

Department recommends approval.

Approved by:

Rebecca Wade
Rebecca Wade, Contracts Manager

6/24/2022

Barbara Fabelo
Barbara Fabelo, Finance Director

6/24/2022

ADOPTED
JULY 7, 2022



Board of County Commissioners
Butler County, Ohio

RESOLUTION
22-07-01058

Donald L. Dixon
President

T.C. Rogers
Vice President

Cindy Carpenter
Member

**Contract Award without Bid - Local Workforce Dev System Subgrant
G-2223-15-0917**

The Board of County Commissioners of Butler County, Ohio met in Regular Meeting on the 7th day of July, 2022 in the Commission Chambers of the Butler County Government Services Center, 315 High Street, 2nd Floor, Hamilton, Ohio 45011.

Whereas the Butler County Department of Job and Family Services has prepared and presented to the Board of County Commissioners the attached subgrant (the "Subgrant") with the Ohio Department of Job and Family Services ("ODJFS") and the representatives of Local Workforce Area 12 (the "Subgrantee") to define the roles and responsibilities of the parties in the administration of workforce development activities which is reasonably necessary for the proper and convenient conduct of its functions; at a cost to be determined by ODJFS, effective July 1, 2019 - June 30, 2021;

Whereas no competitive bidding is required for the acquisition of the goods or services which are the subject of the Contract; now, therefore be it

Resolved that the Board of County Commissioners hereby approves the Contract and authorizes the County Administrator to execute on behalf of the Board the Contract in the form approved by the Prosecuting Attorney and executed by the Contractor; be it further

Resolved that the Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, which resulted in those formal actions, were in meetings open to the public in compliance with the law.

ADOPTED

JULY 7, 2022

Commissioner Carpenter moved for the adoption of the foregoing resolution, Commissioner Dixon seconded the motion and upon call of the roll, the vote resulted as follows:

RESULT: Adopted
AYES: Donald Dixon, Cindy Carpenter
EXCUSED: T.C. Rogers

State of Ohio, County of Butler, on this 7th day of July, 2022, the Clerk of the Board does hereby certify that 22-07-01058 is a true, exact, complete and unaltered electronic record of the Butler County Board of Commissioners.

Flora Butler

Flora Butler, Clerk of the Board



Resolution

Number 22-1279

Adopted Date August 23, 2022

APPROVE AGREEMENTS AND ADDENDUMS WITH VARIOUS PROVIDERS RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreements and addendums with the following providers relative to home placement and related services for calendar year 2022-2023, on behalf of Children Services as attached hereto and made a part hereof:

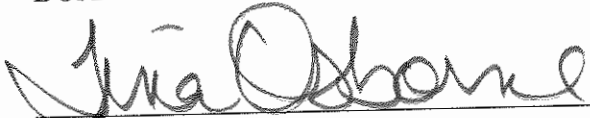
1. Hope Haven for Girls
2. Isaiah's Place, Inc.
3. Reflections Group Home LLC
4. Strive House, Inc.

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 23rd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Hope Haven for Girls
c/a – Isaiah's Place, Inc.
c/a – Reflections Group Home LLC
c/a – Strive House, Inc.
Children Services (file)

Resolution

Number 22-1280

Adopted Date August 23, 2022

ENTER INTO CONTRACT WITH THE WARREN COUNTY EDUCATIONAL SERVICE CENTER ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

BE IT RESOLVED, to approve and enter into a contract with Warren County Educational Service Center on behalf of the Warren County Department of Human Services for COVID PRC contract in the total amount of \$135,126.50, effective June 1, 2022 and ending September 30, 2022; copy of agreement attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 23rd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Educational Service Center
Human Services (file)

**WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
TANF/PRC SUBGRANT AGREEMENT WITH
WARREN COUNTY EDUCATIONAL SERVICE CENTER
COVID PRC BACK TO SCHOOL PROGRAM**

RECITALS:

This Subgrant Agreement is entered into between Warren County Job and Family Services, Division of Human Services (hereinafter referred to as "Grantor") and the Warren County Educational Service Center (hereinafter referred to as "Subgrantee").

This Subgrant Agreement is made pursuant to a grant award to the Grantor by the Ohio Department of Job and Family Services (ODJFS) and are not for research and development purposes. The grant award is under the authority of CDFA #93.558, Temporary Assistance for Needy Families (TANF), COVID PRC SFY 2021, and Warren County Job and Family Services.

DEFINITIONS:

A. Definitions

- A. "Grantor" means the Warren County Job and Family Services.
- B. "Subgrantee" means the Warren County Educational Service Center.
- C. "Financial Assistance" means all cash, reimbursements, other payments or allocations of funds provided by Grantor to Subgrantee. All requirements in this Agreement related to financial assistance also apply to any monies, including private monies and public money, as defined in section 117.01 of the Revised Code, used by the Subgrantee to match federal, state or county funds; and
- D. "Federal, state and local laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the Revised Code, uncodified law included in an Act, Ohio Administrative Code (OAC) rules, and federal Office of Management and Budget (OMB) circulars that a federal statute or regulation has made applicable to state and local governments, as well as any resolutions or policies adopted by the Warren County Board of County Commissioners. Federal, state and local laws also include any Governor's Executive Orders to the extent that they apply to counties and any ODJFS Procedure Manuals. The term "federal, state and local laws" includes all federal, state and local laws as listed in this paragraph and existing on the effective date of this Agreement as well as those federal, state and local laws that are enacted, adopted, issued, amended, repealed, or rescinded on or after the effective date of this Agreement.

THEREFORE, IN CONSIDERATION OF THE MUTAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by Subgrantee pursuant to this Subgrant Agreement.

ARTICLE II. RESPONSIBILITIES OF GRANTOR

- A. Provide funding to Subgrantee in accordance with this Subgrant Agreement and Federal, state and local laws.

- B. Monitor Subgrantee to ensure the Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- C. Provide information on current and subsequent changes to the terms and conditions of the grant awards addressed by the funding in this agreement.
- D. Provide technical assistance and training as requested to assist Subgrantee in fulfilling its obligations under this agreement.
- E. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds awarded.

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

Subgrantee agrees to:

- A. Ensure the funds subject to this Subgrant Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, as well as the federal terms and conditions of the grant award.
- B. Provide financial documents that show the revenue and expenditures of the program and all supporting documents.
- C. Promptly reimburse Grantor for any funds Grantor pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Grantor is responsible.
- D. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if Grantor, ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal, state or local law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this Subgrant is awarded determines compliance has not been achieved.
- E. Make records available to Grantor, ODJFS, Auditor of State, federal agencies, and other authorized governmental agencies for review, audit and investigation.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from **June 1, 2022, through September 30, 2022**, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VIII prior to the above termination date.
- B. In addition to Section A above, it is expressly understood by both Grantor and Subgrantee that this Subgrant Agreement will not be valid and enforceable until the Warren County Auditors certifies pursuant to Section 5705.41 (D), Revised Code, that the amount required to meet the Grantor's obligation or, in the case of a continuing Subgrant Agreement to be performed in whole or in part in an ensuring fiscal year, the amount required to meet the obligation in the fiscal year in which the Subgrant Agreement is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

Allocation	Contract Amount	Budget Reference	Award ID/FAIN#	CFDA Number
COVID PRC REG	\$131,000.00	JFSCNF21	1601OHTANF	93.558
COVID PRC ADM	\$4,126.50	JFSCNF21	1601OHTANF	93.558

Subgrantee will receive the full \$135,126.50 in a lump sum allocation.

Eligibility is based on a household income at or below 200% of the Federal Poverty Level. Subgrantee will determine eligibility for the program.

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

A. This grant is in the total amount of \$135,126.50

B. Payment will be made to Subgrantee up front. The total estimated cost shall be in accordance with the budget attached as **Exhibit A** and shall no exceed the amount provided in Article V-A, above. Subgrantee may bill Grantor monthly for reimbursement or disbursements for actual costs incurred in the performance of this Subgrant Agreement.

C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly, ODJFS, funding sources external to the State of Ohio, such as federal funds, and appropriations by the Warren County Board of County Commissioners. If, at any time, the Grantor Director determines that federal, state or local funds are insufficient to sustain existing or anticipated spending levels, the Grantor Director may reduce, suspend, or terminate any cash, reimbursements, other payments, or allocations of funds provided by Grantor to Subgrantee, or other form of financial assistance as the Grantor Director determines appropriate. If the Ohio General Assembly, ODJFS, funding source external to the State of Ohio, such as federal funds, or the Warren County Board of County Commissioners fails at any time to continue funding Grantor for payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of Grantor or Warren County.

D. As subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to the funds provided under this Subgrant Agreement pursuant to OMB Circulars A-110 (2 CFR 215), A-21 (2 CFR 220), A-122 (2 CFR 230), A-87 (2 CFR 225), A-102, as applicable under federal, state and local laws, and A-133, as well as 45 CFR 74 and 45 CFR 92, as applicable to Subgrantee under federal, state and local laws, including but not limited to:

1. **Standards for financial management systems:** SUBGRANTEE and its subgrantee(s) will comply with the requirements of 45 CFR 74.21 and 45 CFR 92.20, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records,
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.

2. **Period of Availability of Funds:** Pursuant to 45 CFR 74.28 and 45 CFR 92.23, as applicable SUBGRANTEE and its subgrantee(s) may charge to the award only costs resulting from obligations

incurred during the funding period of the federal and state awards noted in the Recitals of this Subgrant Agreement for the term specified in Article IV of this Subgrant Agreement, unless carryover of these balances is permitted. All obligations incurred under the award must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.

3. **Matching or Cost Sharing:** Pursuant to 45 CFR 74.23 and 45 CFR 92.24, as applicable, matching or cost sharing requirements applicable to the federal program must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state and local laws.
4. **Program Income:** Program income must be used and accounted for as specified in 45 CFR 92.25.
5. **Real Property:** If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 92.31.
6. **Equipment:** Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 45 CFR 74.34 and 45 CFR 92.32, as applicable.
7. **Supplies:** Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 45 CFR 74.35, 92.33 and 7 CFR 3016.33, as applicable.

ARTICLE VI. RECORDS

- A. Subgrantee must maintain documentation conforming to all requirements prescribed by ODJFS or by federal, state and local laws. Subgrantee must prepare and maintain documentation to support all transactions and to permit the reconstruction of all transactions and the proper completion of all reports required by federal, state and local laws, and which substantiates compliance with all applicable federal, state and local laws.
- B. Records must include sufficient detail to disclose:
 - a. Services provided to program participants;
 - b. Administrative cost of services provided to program participants;
 - c. Charges made and payments received for items identified in paragraphs (B) (1) and (2) of this Article; and
 - d. Cost of operating the organizations, agencies, programs, activities, and functions.
- C. Subgrantee and its subgrantee(s) must maintain all records relevant to the administration of this subgrant for the period of three (3) years.

ARTICLE VII. AUDITS OF SUBGRANTEE

- A. Subgrantee agrees to provide for timely audits as required by OMB Circular A-133, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of 45 CFR 74.26 and 45 CFR 92.26, as applicable, and OMB Circular A-133, Subgrantee must ensure that it has an audit with a scope as provided in OMB Circular A-133, Subpart E, 500, that covers funds received under this agreement. Subgrantee must send one (1) copy of the final audit report to Grantor at Warren County Job and Family Services, 416 S. East Street, Lebanon, OH 45036 within two (2) weeks of Subgrantee's receipt of any such audit.

- B. Subgrantee will take prompt action to correct problems identified in an audit.

ARTICLE VIII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Grantor's Director and an authorized officer or employee of the Subgrantee. An agreement to terminate is effective on the later of the date stated in the agreement to terminate or the date it is signed by all parties.
 2. Either party may terminate after giving ninety (90) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.
 3. Grantor may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by ODJFS, or illegal conduct by Grantee affecting the operation of the Subgrant Agreement.
- B. Notwithstanding the provisions of ARTICLE VIII, Section A, Grantor may suspend or terminate this Subgrant Agreement immediately upon delivery of a written notice to Grantee, if Grantor loses funding or discovers any illegal conduct on the part of the Subgrantee.
- C. If Subgrantee or any of its subgrantee(s) materially fails to comply with any term of the award, a federal, state and local laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, Grantor may take any or all of the following actions it deems appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action;
 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity;
 4. Withhold further awards for the Subgrant activity; or
 5. Take any other remedies that may be legally available, including any additional remedies listed elsewhere in this Subgrant Agreement.
- D. Subgrantee, upon receipt of a notice of suspension or termination, will do the following:
1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;
 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities;
 3. Prepare and furnish a report to Grantor, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 4. Perform any other task that Grantor requires.
- E. Upon breach or default by Grantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, Grantor will retain the right to exercise and Administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by Grantor of any occurrence of breach or default is not a waiver of subsequent occurrences. If Grantor or Grantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other party, the waiver will

be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE IX. NOTICES

- A. Notices to Grantor for Subgrantee that concern termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the Director of Grantor at 416 South East Street, Lebanon, OH 45036. Notices to Grantor from Subgrantee that concern this award will be sent to the Director of Grantor at same above address.
- B. Notices to the Subgrantee from Grantor concerning any and all matters regarding this Subgrant Agreement will be sent to 1879 Deerfield Road, Lebanon, OH 45036.
- C. All notices in accordance with Section A of this Article IX. Will be in writing and will be deemed given when received. All notices may be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE X. AMENDMENT

This document constitutes the entire agreement between Grantor and Subgrantee with respect to all matters herein. Except as provided in Article XI below, only a document signed by both parties may amend this a Subgrant Agreement. Both Grantor and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative medication of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

ARTICLE XI. ADDENDUM

Grantor may elect to provide information concerning this Subgrant agreement in and addendum hereto. Any addenda to this Subgrant agreement will not need to be signed. Any claim on or draw of monies following the receipt of the addendum will constitute acceptance of the terms and conditions contained in the addendum. Subsequently, Grantor ma modify any addendum by mailing a modified version to Subgrantee. Any claim on or draw of the modified addendum will constitute acceptance of the terms and conditions contained in the modified addendum.

ARTICLE XII. SUBGRANTS

- A. Subgrantee must perform all duties contemplated by this Subgrant Agreement. None of Subgrantee's duties or actions pursuant to this Subgrant Agreement may be subcontracted, nor shall this Subgrant Agreement be assigned, or any subawards made by Subgrantee, without the prior express written authorization of Grantor.
 - 1. Any subgrants made by Subgrantee to unit of local government, university, hospital, other nonprofit, or commercial organization will be made in accordance with 45 CFR 92.37 and will impose upon any subgrantee(s) the requirements of 45 CFR Part 74 and 45 CFR Part 92, as applicable, as well as federal, state, and local law. Any award of a subgrant to another entity shall be made by means of subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of section 5101.21 of the revised code.
 - 2. **Debarment and Suspension:** As provided in 45 CFR 74.13 and 45 CFR 92.35, as applicable, Subgrantee and its subgrantees must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

3. **Procurement:** While Subgrantee and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal, state, and local laws, including, as applicable 45 CFR 92.36 and 45 CFR 74.40 through 45 CFR 74.48. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
4. **Monitoring:** Subgrantee must manage and monitor the routine operations of subgrant supported activities, including each project, program, subgrant, and function supported by Subgrantee's subgrant, to ensure compliance with all applicable federal requirements, including 45 CFR 92.40. If Subgrantee discovers that subgrant funding has not been used in accordance with federal, state, and local laws, Subgrantee must take action to recover such funding.
5. **Duties as Pass-through Entity:** Subgrantee must perform those functions required under federal, state and local laws as a subrecipient of Subgrantee under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

ARTICLE XIII. ADDITIONAL OBLIGATIONS AND ASSURANCES OF SUBRECIPIENT

1. The Sub-recipient certifies that it possesses legal authority to enter into this Sub-grant agreement and that a resolution, a motion or similar action has been duly adopted as an official act of the Sub-recipient's governing body which authorizes the negotiation and execution of this Sub-grant agreement by the representative who signed the Sub-grant agreement below on behalf of the Sub-recipient.
2. The Sub-recipient certifies that all applicants to the program operated under this Sub-grant agreement, either as an employee or subcontractor of the Sub-recipient or as a program client shall be apprised of their rights and responsibilities at the time of application. No person with responsibility in the operation of the program will discriminate with respect to any program because of race, creed, color, national origin, gender, political affiliation, age, belief, or handicap. Any complaint of discrimination in the operation of such programs shall be handled in a manner, compliant with the policies and procedures of the Department.
3. The Sub-recipient shall have safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. The Sub-recipient shall maintain appropriate standards of health and safety in work and training situations.
5. The Sub-recipient may not hold the Department responsible for payment of funds if those same funds have not been received by, or from the State.
6. All reports, brochures, literature and pamphlets developed by the Sub-recipient for its work under this Sub-grant agreement shall acknowledge the Department and its role as the funding source for activities, and programs conducted by the Sub-recipient pursuant to this Sub-grant agreement.
7. The Sub-recipient shall maintain easily accessible and auditable financial records.
8. The Sub-recipient, as a Sub-recipient of federal funds, shall provide a copy of their 2 CFR 200 state audit. An A-133 audit is required if an organization is a non-profit, or a state or local government agency, and expends \$500,000.00 or more per year in federal awards.
9. The Sub-recipient assumes full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by the Sub-recipient pursuant to this Sub-grant agreement.
10. The Sub-recipient will submit periodic reports, showing progress towards achieving the outcomes which

are specified in Exhibit A, attached.

11. The Sub-recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, or national origin. The Sub-recipient will take affirmative action to ensure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, gender, or national origin.
12. The Sub-recipient shall, in all of Sub-recipient's solicitation or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
13. The Sub-recipient shall comply with provisions of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by the Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41C.F.R. Chapter 60.
14. The Sub-recipient warrants that neither it nor any party with whom it may subcontract for the performance of this Sub-grant agreement are listed on the debarred list due to violations of Titles VI, or VII of the Civil Rights Act of 1964, nor is the Sub-recipient aware of any pending action which might result in such debarment.
15. The Sub-recipient shall provide workers' compensation or other insurance coverage for injuries which may be suffered by its employees in accord with 20 CFR 692.22.
16. The Sub-recipient shall comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act, and the Ohio Revised Code.
17. The Sub-recipient shall not make claims for payment from the Department for services rendered to eligible individuals when such claims would duplicate claims made from other sources of public funds available for the same service. The services being contracted for hereunder are not available on a non-reimbursable basis.
18. The Sub-recipient shall not discriminate against applicants for, and participants in the Ohio Works First Program established under Chapter 5107 of the Revised Code, and the Prevention, Retention, and Contingency Program established under Chapter 5108 of the Ohio Revised Code. The Sub-recipient further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
19. The Sub-recipient shall cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. The Sub-recipient also agrees that it will include a like provision in any agreement, contract, grant, or procedure related to this Sub-grant agreement which require any subcontractor, or other party to cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law.
20. The Sub-recipient agrees to be bound by the disclosure rules of the Ohio Department of Job and Family Services. Disclosure of information in a manner inconsistent with said rules is a breach of this Sub-grant agreement, and a violation of Ohio Revised Code Sections 5101.27, and 5101.99.
21. The Sub-recipient agrees that the services it delivers pursuant to this Sub-grant agreement will be delivered in a manner consistent with the Department's Prevention Retention and Contingency Plan.
22. The Sub-recipient agrees to comply with the Copeland "Anti-Kick Back" Act, 18

U.S.C. § 874, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 3.

23. The Sub-recipient agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 276a through 276a-7, as supplemented by the Department of Labor Regulations, 29 C.F.R. Part 5.
24. The Sub-recipient agrees to comply with Sections 103, and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S. C. § 327 through 330, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 5.
25. The Sub-recipient agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. § 1875(h); Section 508 of the Clean Water Act, 33 U.S.C. § 1368; Executive Order 11738; and, environmental protection agency regulations, 40 C.F.R. Part 15.
26. The Sub-recipient agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy policy and Conservation Act, Pub.L. 94-136, 89 Stat.871.
27. The Sub-recipient agrees that the copyright to any copyrightable material created pursuant to this Sub-grant agreement, and that any discovery or invention which arises or is developed pursuant to the Sub-recipient's obligations under this Sub-grant agreement is the property of the Department.

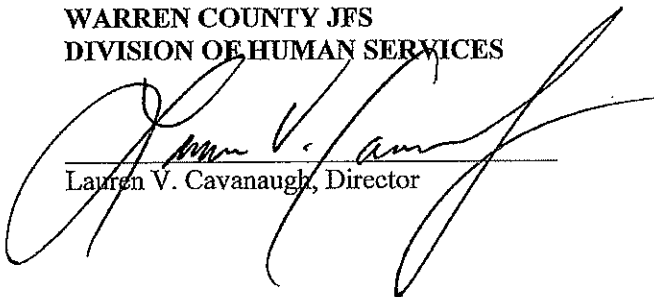
ARTICLE XIV. MISCELLANEOUS PROVISIONS

- A. **Limitations of Liability:** To the extent permitted by law, Grantor agrees to be responsible for any liability directly relating to any and all acts of negligence by Grantor. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall either party be liable for any indirect or consequential damages, even if Grantor or Subgrantee knew or should have known of the possibility of such damages.
- B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operations of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provisions does not render the performance of the remainder of the Subgrant Agreement impossible.
- C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by Grantor to Subgrantee that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, Grantor, or any of the officers or employees of the State of Ohio, ODJFS or Grantor.

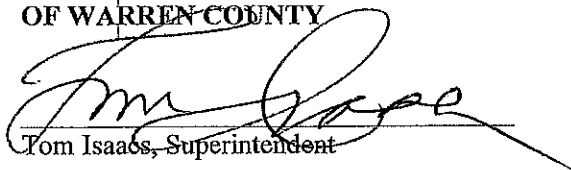
ARTICLE XV. GOVERNING LAW

The parties agree that this Agreement shall be governed by, construed, and enforced in accord with the laws of the State of Ohio.

WARREN COUNTY JFS
DIVISION OF HUMAN SERVICES


Lauren V. Cavanaugh, Director

ESC
OF WARREN COUNTY


Tom Isaacs, Superintendent

7/20/22
Date

WARREN COUNTY PROSECUTOR
Approved as to Form Only

By: Kathryn M. Horvath
KATHRYN M. HORVATH

8.23.22
Date

**BOARD OF WARREN COUNTY
COMMISSIONERS**

Tom Grossman
Tom Grossman, President

Shannon Jones
Shannon Jones, Vice President

David G. Young
David G. Young, Member

8.23.22
Date



TANF Funds for benefit of Warren County ESC Students

June 24, 2022

Below is the proposal for use of TANF funds to benefit the Warren County students who attend WCESC student programs. The approximate number of families served by utilizing these funds is 100. While we would be targeting 100 families, the number of students/children that could be served could be higher if there are other children in the family that attend their home district rather than one of the WCESC student program. Therefore, the total number of children in total to be served would be estimated at 150. The WCESC proposes to host a distribution event and a shopping event with families to provide needed items for back to school. The WCESC also proposes to use funds to stock clothing and hygiene closets for use with TANF eligible families to address needs that arise during the school year.

Distribution event:

The WCESC will host a back-to-school bonanza to distribute key items that students would need to start the school year successfully. Items to purchase for a distribution event would include:

Back to school supplies including backpacks, calculators (if needed), basic supplies such as folders, notebooks, pencils, colored pencils, pens, markers, organizers, etc.

Breakfast items to help with starting the school year. Each family would be provided a "breakfast basket" which would include cereals, cereal bars, granola bars, as well as other breakfast items that have an extended shelf life.

After school snacks such as peanut butter, jelly, whole grain chips, and other items that have an extended shelf life would be provided in another basket for each family.

Shopping event:

Each family would have the opportunity to schedule a Back-to-School clothing shopping trip. The goal would be to provide students with all-season clothing articles including coats, jackets, shoes, socks, and underwear. Clothing items would be purchased at a local retail establishment, overseen by the Resource Coordinator but chosen by the student/parent. The proposed plan would be to select 2 establishments and 2 blocks of time and allow each family to select the preferred store and time. The plan is to choose a retail store in the southern portion of Warren County and one retail store in the northern portion of Warren County.

Reserve items:

Create a reserve stock of basic clothing items for future needs of Warren County students and well as benefiting new Warren County ESC students who aren't currently enrolled in the ESC program.

Time involved:

Time allotted for the Resource Coordinator who will be responsible for purchasing, notifying, coordinating, and distributing the items to students and families would be up to 60 hours.

Budget Summary:

Category	Cost
Salary/Benefits	\$5,000.00 for 120 hours Resource Coordinator
Distribution Event	\$30,000.00 (150 kids x \$200 per kid)
Shopping Event	\$75,000.00 (150 kids x \$500 per kid)
Reserve Items	\$21,000.00 (Additional 30 students)
Administrative 3.15%	\$4,126.50
Total Expected Costs	\$135,126.50
TANF Funds requested	\$135,126.50

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1281

Adopted Date August 23, 2022

ACKNOWLEDGE PAYMENT OF BILLS


BE IT RESOLVED, to acknowledge payment of bills from 8/16/22, and 8/18/22, 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 23rd day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor _____

Resolution

Number 22-1282

Adopted Date August 23, 2022

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

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

SECURITY AGREEMENT

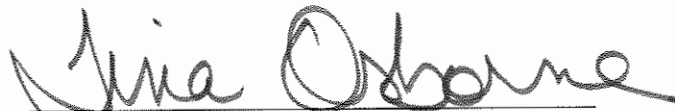
Bond Number	:	22-015 (W/S)
Development	:	Shaker Run Subdivision, Section Eight, Phase B
Developer	:	Grand Communities, LLC
Township	:	Turtlecreek
Amount	:	\$13,836.50
Surety Company	:	Argonaut Insurance Company (SUR0027439)

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 23rd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Grand Communities, Ltd., R. Acklin, 3940 Olympic Blvd, Ste 100, Erlanger KY 41018
Argonaut Insurance Company, 225 W. Washington Street, 24th Floor, Chicago, IL 60606
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

22-015

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

WITNESSETH:

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

WHEREAS, it is estimated that the total cost of the Improvements is \$138,365.00, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$0.00; and,

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

NOW, THEREFORE, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within one years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$13,836.50 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

Grand Communities, LLC

Attn: Randy Acklin

3940 Olympic BLVD

Erlanger, KY 41018

Ph. (859) 344 - 5956

D. To the Surety:

Argonaut Insurance Company

225 W. Washington Street, 24th Floor

Chicago, IL 60606

Ph. (312) 849 - 6945

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

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

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

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

 Original Escrow Letter (attached)

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

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

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

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

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


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

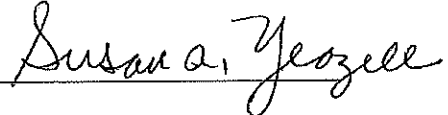
DEVELOPER: Grand Communities, LLC
A Kentucky Limited Liability Company

SURETY: Argonaut Insurance Company

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

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

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Todd E. Huss

PRINTED NAME: Susan A. Yeazell

TITLE: President

TITLE: Attorney-in-Fact

DATE: 6/22/22

DATE: June 23, 2022

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 22-1282, dated 8-23-22.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Tom Grosshorn

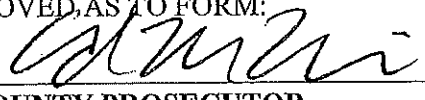
TITLE: President

DATE: 8-23-22

RECOMMENDED BY:

By: 
DEP. SANITARY ENGINEER

APPROVED, AS TO FORM:

By: 
#5 COUNTY PROSECUTOR
Adam M. Nice

Key:

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

Bond No. SUR0027439

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018 as Principal, and Argonaut Insurance Company, a corporation organized under the laws of the Illinois with principal place at 225 W. Washington Street, 24th Floor, Chicago, IL 60606, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036 (hereinafter called Obligee) in the penal sum of Thirteen Thousand Eight Hundred Thirty-Six and 50/100 Dollars, (\$ 13,836.50), for payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

DATED this 15th day of June, 2022.

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

Water Main in Shaker Run, Section 8B Subdivision

located in Turtlecreek Township, Warren County, Ohio

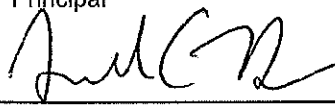
and

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

NOW THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, That is said Principal shall, for a period of One (1) year(s) from and after the 15th day of June, 2022, indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship which may be discovered within the period aforesaid, then this obligation shall be void; otherwise to be and remain in full force and virtue in law.

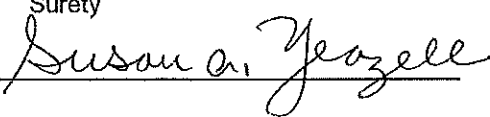
PROVIDED, HOWEVER, that in the event of any default on the part of said Principal, written statement of the particular facts showing such default and the date hereof shall be delivered facts showing such default and the date thereof shall be delivered to the Surety by certified mail, at its Home Office in 225 W. Washington Street, 24th Floor, Chicago, IL 60606 promptly an in any event within thirty (30) days after the Obligee or his representative shall learn of such default; and that no claim suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of the maintenance period as herein set forth.

Grand Communities, LLC
A Kentucky Limited Liability Company

Principal
By: 

Its: President

Argonaut Insurance Company

Surety
By: 
Susan A. Yeazell

Its: Attorney-in-Fact

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Dan E. Ries, Susan A. Yeazell, Julie L. Clinc, Brittany Seaborn

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.

Argonaut Insurance Company



by: _____

Gary E. Grose

Gary E. Grose, President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 19th day of November, 2021, I, _____, Do, before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeke

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 15th day of June, 2022.



Austin W. King

Austin W. King, Secretary

Resolution

Number 22-1283

Adopted Date August 23, 2022

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

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

SECURITY AGREEMENT


Bond Number	:	22-012 (P/S)
Development	:	Shaker Run, Section Eight, Phase B
Developer	:	Grand Communities, LLC
Township	:	Turtlecreek
Amount	:	\$100,908.21
Surety Company	:	RLI Insurance Company (CMS0350242)

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 23rd day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No.

22-012 (P/S)

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

WITNESSETH:

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

WHEREAS, it is estimated that the total cost of the Improvements is \$317,328.00,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$77,621.70; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of 100,908.21 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within two years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$63,465.60 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

Grand Communities, LLC

3940 Olympic Blvd

Erlanger, KY 41018

Ph. (859) 344 - 5956

D. To the Surety:

RLI Insurance Company

525 W Van Buren Street, Suite 350

Chicago, IL 60607

Ph. (312) 445 - 9742

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

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

Certified check or cashier's check (attached) (CHECK # _____)

Original Letter of Credit (attached) (LETTER OF CREDIT # _____)

Original Escrow Letter (attached)

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

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

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

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

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

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

DEVELOPER: Grand Communities, LLC
A Kentucky Limited Liability Company

SURETY: RLI Insurance Company

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

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

SIGNATURE: Michael Kady

SIGNATURE: Susana Yeazell

PRINTED NAME: Michael Kady

PRINTED NAME: Susan A. Yeazell

TITLE: President

TITLE: Attorney-in-Fact

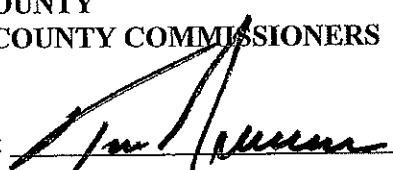
DATE: 8-11-2022

DATE: August 11, 2022

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 22-1283, dated 8-23-22.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Tom Grossmann


TITLE: President

DATE: 8-23-22

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
Asst. COUNTY PROSECUTOR
Adam M. Nille

Key:

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018, as Principal, and RLI Insurance Company, 525 W Van Buren Street, Suite 350, Chicago, IL 60607, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of One Hundred Thousand Nine Hundred Eight and 21/100 Dollars (\$100,908.21) lawful money of the United States for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct and dedicate for public purpose and maintenance Streets and Appurtenances (Including Sidewalk) in Shaker Run, Section Eight/B Subdivision in Turtlecreek Township, Warren County, OH.

NOW THEREFORE, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Streets and Appurtenances (Including Sidewalk) in Shaker Run, Section Eight/B Subdivision in Turtlecreek Township, Warren County, OH, on record at Warren County Commissioners, then this obligation shall be void and of no further legal effect; otherwise, this bond shall remain in full force and effect in law; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated to be the sum of One Hundred Thousand Nine Hundred Eight and 21/100 Dollars (\$100,908.21) and no more.

SIGNED AND DATED THIS 11th day of August, 2022.

Principal: Grand Communities, LLC
A Kentucky Limited Liability Company

By: Michael Kaedy

Surety: RLI Insurance Company

By: Susan A. Yeazell

Susan A. Yeazell, Attorney-in-Fact

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

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

Know All Men by These Presents:

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

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

Dan E. Ries, Susan A. Yeazell, Julie L. Cline, Brittany Seaborn, jointly or severally

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

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

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

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

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 27th day of January, 2022.



RLI Insurance Company
Contractors Bonding and Insurance Company

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

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 27th day of January, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 11th day of August, 2022.

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

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



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

Resolution

Number 22-1284

Adopted Date August 23, 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 8, Phase B – Turtlecreek Township
- Franklin-Trenton Road Right-Of-Way Dedication Plat – Village of Carlisle, Franklin Township
- Wooded Creek Section 2 Revision 1 Replat, Turtlecreek Township
- Loveland Park Section A Replat, Deerfield Township
- Oeder Estates Section 2 Replat, Union 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 23rd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

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

Resolution

Number 22-1285

Adopted Date August 23, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO CLERK OF COURTS
CERTIFICATE OF TITLE ADMINISTRATION FUND #2250

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 2251.00 into 22501260-5882 (Accumulated Vacation 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 23rd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Clerk of Courts (file)

Resolution

Number 22-1286

Adopted Date August 23, 2022

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO COMMON PLEAS COURT
PROBATION SUPERVISION #2227 & COMMUNITY BASED CORRECTIONS #2289

BE IT RESOLVED, to approve the following supplemental appropriations

\$ 50.00	into	BUDGET-BUDGET 22271220-5871	(Medicare)
\$ 8,500.00	into	BUDGET-BUDGET 22891220-5102	(Regular Salaries)
\$ 1,200.00	into	BUDGET-BUDGET 22891220-5811	(PERS)
\$ 110.00	into	BUDGET-BUDGET 22891220-5871	(Medicare)
\$ 1,000.00	into	BUDGET-BUDGET 22891224-5102	(Regular Salaries)
\$ 200.00	into	BUDGET-BUDGET 22891224-5811	(PERS)
\$35,000.00	into	BUDGET-BUDGET 22891227-5102	(Regular Salaries)
\$ 1,850.00	into	BUDGET-BUDGET 22891227-5811	(PERS)

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

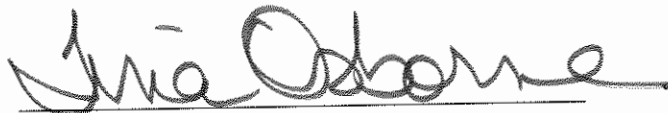
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 23rd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Common Pleas (file)

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

Resolution

Number 22-1287

Adopted Date August 23, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO COUNTY COURT FUND #11011283

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into County Court #11011283 in order to process vacation leave payout for Michalea Simmons employee of County Court:

\$627.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
 into #11011283-5882 (County Court - 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 23rd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
County Court (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1288

Adopted Date August 23, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND
#1011240

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

\$ 1,000.00	from	11011240-5415	(Juv CT Attorney-Indigent)
	into	11011240-5850	(Juv CT Training/Education)

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

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

Resolution adopted this 23rd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

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

Resolution

Number 22-1289

Adopted Date August 23, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUNDS
#11012210 AND #11012200

BE IT RESOLVED, to approve the following appropriation adjustment within Warren County
Sheriff's Office Fund #1101:

\$3,000.00	from	11012210 5940	(Shrf Det Travel)
	into	11012210 5370	(Software Non-Data Board)

\$100,000.00	from	11012200 5114	(Sheriff Overtime Pay)
	into	11012200 5910	(Sheriff Other Expense)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 23rd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 22-1290

Adopted Date August 23, 2022

APPROVE APPROPRIATION ADJUSTMENTS WITHIN DEVELOPMENTAL
DISABILITIES FUND #2205

BE IT RESOLVED, to approve the following appropriation adjustments:

\$25,000.00	from	22056710-5940	(Travel)
\$15,000.00	into	22056710-5882	(Vacation Leave Payout)
\$10,000.00	into	22056710-5881	(Sick Leave Payout)

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

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

Resolution adopted this 23rd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 22-1291

Adopted Date August 23, 2022

APPROVE AN APPROPRIATION ADJUSTMENTS WITHIN WORKFORCE INVESTMENT BOARD FUND #2238

BE IT RESOLVED, to approve the following appropriation adjustments

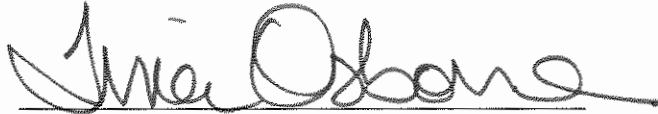
\$14,000.00	from	#22385800-5102	(Regular Salaries)
	into	#22385800-5820	(Health and Life Insurance)
\$ 4,797.89	from	#22385800-5940	(Travel)
\$ 327.11	from	#22385800-5830	(Workers Comp)
\$ 5,125.00	into	#22385800-5840	(Unemployment)

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 23rd day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Workforce Investment Board (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1292

Adopted Date August 23, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #4492

BE IT RESOLVED, to approve the following appropriation adjustment:

\$100,000.00 from #44923823-5320 (Capital Purchases)
into #44923823-5400 (Purchased Services)

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

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

Resolution adopted this 23rd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1293

Adopted Date August 23, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE SEWER REVENUE FUND
NO. 5580

WHEREAS, the Water and Sewer Department incurs costs pertaining to materials and supplies used for operation and distribution; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustment:

\$40,000.00	from	55803300-5998	(Reserve/Contingency)
	into	55803300-5210	(Materials & Supplies)

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 23rd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: Auditor____
Appropriation Adj. file
Water/Sewer (file)

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

Resolution

Number 22-1294

Adopted Date August 23, 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 23rd day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
FAC	PRODIGY BUILDING SOLUTIONS LLC	FAC HVAC REPLACEMENTS	\$ 58,785.00

PO CHANGE ORDERS

Department	Vendor Name	Description	Amount
WAT	BUILDING CRAFTS INC	RAR WTP WATER SOFTENING PROJECT	\$ 93,191.76 INCREASE
SHE	FISHEL DOWNEY ALBRECHT RIEPENH	SHERIFF LEGAL SERVICES - UNION	\$ 13,000.00 INCREASE
BOC	OHIO KENTUCKY INDIANA REG COUN	BOCC CONTRIBUTION	\$ 6,363.00 INCREASE
WIB	SHARON PARRY	AREA 12 PROGRAM FISCAL MONITORING	\$ 9,600.00 INCREASE
WIB	ROCHELLE DANIELS	AREA 12 LEGAL SERVICES	\$ 8,065.00 INCREASE

8/23/2022 APPROVED:



Tiffany Zindel, County Administrator

Resolution

Number 22-1295

Adopted Date August 23, 2022

RESOLUTION AUTHORIZING THE COUNTY OF WARREN, OHIO TO APPROVE THE ISSUANCE OF HOSPITAL FACILITIES REVENUE BONDS OF THE COUNTY OF ALLEN, OHIO; AND AUTHORIZING OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS.

WHEREAS, Bon Secours Mercy Health, Inc., successor by merger to Mercy Health, is a Maryland nonprofit nonstock membership corporation (the "Corporation") that, through its subordinate and affiliated nonprofit entities (the "Affiliates"), owns and operates healthcare facilities at various locations in Ohio, including Hospital Facilities, as defined in Section 140.01 of the Ohio Revised Code, in Warren County, Ohio (the "County") and the Corporation has determined to acquire, construct and equip certain additional Hospital Facilities located in the County (collectively, the "Local Facilities"), and has requested the County of Allen, Ohio (the "Issuer") to issue its bonds therefor; and

WHEREAS, Chapter 140 of the Ohio Revised Code provides a procedure by which "Public Hospital Agencies," as defined therein and including counties and municipal corporations, may enter into an agreement pursuant to which a Public Hospital Agency may issue its revenue bonds to fund the capital needs of Hospital Facilities located in the jurisdictions of each of the Public Hospital Agencies which are parties to such agreement, for the public purpose of better providing for the health and welfare of the people of the State of Ohio by enhancing the availability, efficiency and economy of Hospital Facilities and the services rendered thereby; and

WHEREAS, the Corporation has represented to the County that it has organized under a master trust indenture the financing of certain debt of the Corporation and the Affiliates, including debt incurred to fund the capital needs of the Local Facilities, and from time to time will undertake the financing and refinancing of Hospital Facilities, including the Local Facilities, thereby enhancing the availability, efficiency and economy of Hospital Facilities and the services rendered thereby in the County; and

WHEREAS, the County entered into the Participating Public Hospital Agencies Agreement with the Issuer and certain additional political subdivisions (collectively with the County, the "Participating Public Hospital Agencies") pursuant to Section 140.03, Ohio Revised Code, on May 1, 2008 for the purposes of (a) financing and refinancing through the Issuer certain capital equipment and construction needs of the Corporation and its Affiliates, including the Local Facilities, located within the jurisdiction of the County, including the reimbursement of costs advanced for those purposes, and (b) refunding and retiring outstanding prior indebtedness incurred for such purpose; and

WHEREAS, the Corporation anticipates that the Issuer will issue its Hospital Facilities Revenue Bonds, Series 2022 (Bon Secours Mercy Health, Inc.), in one or more series (the "Series 2022 Bonds"), in an amount not to exceed \$300,000,000 to finance and refinance the acquisition,

construction and equipping of Hospital Facilities located in the jurisdiction of the Participating Public Hospital Agencies, and the Issuer may, from time to time, determine to issue additional revenue bonds, in order to finance and refinance the costs of Hospital Facilities, in cooperation with the Participating Public Hospital Agencies; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires that prior to their issuance, the Series 2022 Bonds must be approved by the "applicable elected representative" (as defined in such Section 147(f) of the Code) of the Issuer and of certain political subdivisions in which Hospital Facilities will be financed, including the County; and

WHEREAS, this Board of County Commissioners is the applicable elected representative of the County; and

WHEREAS, a public hearing was held with respect to the issuance of the Series 2022 Bonds prior to the consideration of this resolution;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Warren, Ohio:

SECTION 1. That any revenue bonds issued under the authority of the Participating Public Hospital Agencies Agreement shall not be, and are not, general obligations, debt or bonded indebtedness of the County or any Participating Public Hospital Agency and the holders or owners of such revenue bonds shall not have the right to have excises or taxes levied by the County or any Participating Public Hospital Agency for the payment of principal of, or interest or premium, if any, on such revenue bonds. Such payment shall be made only from funds provided by the Corporation or its Affiliates.

SECTION 2. That this Board, as the "applicable elected representative" of the County for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended, hereby approves the issuance of the Series 2022 Bonds by the County of Allen, Ohio, in the maximum principal amount of \$300,000,000. It is anticipated that the proceeds of the Series 2022 Bonds will be made available to the Corporation and certain of its nonprofit affiliates. The Series 2022 Bonds will be issued as qualified 501(c)(3) bonds as defined in Section 145 of the Internal Revenue Code of 1986, as amended, to (i) finance, refinance, or reimburse the costs of, the acquisition, construction and equipping of equipment, real property and improvements to Hospital Facilities, at some or all of the following locations in the County: (A) 5440 Kings Island Drive, known as Kings Mills Hospital, (B) 9313 Mason Montgomery Road, Suite 250, Cincinnati, known as Mercy Health – Mason Pulmonary, Sleep and Critical Care, (C) 5232 Socialville-Fosters Road, Mason, known as Deerfield Family Medicine & Specialists, (D) 5236 Socialville-Fosters Road, Mason, known as Mercy Health - Cincinnati SportsMedicine and Orthopaedic Center, Mason, (E) 5075 Parkway Drive, known as Mercy Health –Deerfield Medical Center (each, a "project" and collectively, the "projects"), the initial legal owner or principal user of each project being Mercy Health Cincinnati LLC or Mercy Health Physicians Cincinnati LLC, each an Ohio non-profit limited liability company, or the Corporation, or a related party thereof; (ii) refinance all or a portion of a taxable

loan, the proceeds of which refunded the outstanding principal amount of the \$89,425,000 County of Allen, Ohio Adjustable Rate Hospital Facilities Revenue Bonds, Series 2017B (the "Series 2017B Bonds"); and (iii) finance certain costs associated with the issuance of the Series 2022 Bonds. The Corporation and its nonprofit affiliates operate a healthcare system on several campus sites. The projects are and will be used by the Corporation in an integrated operation for the delivery of healthcare, education, scientific research and administrative activities supporting those activities on several campuses. Not more than \$80,000,000 of the stated principal amount of the Series 2022 Bonds will be spent at the projects in the aggregate, and not more than \$50,000,000 of the stated principal amount of the Series 2022 Bonds will be spent at any one project listed above. A portion of the proceeds of the Series 2022 Bonds will also be used to finance and refinance Hospital Facilities at locations outside the County, in the State of Ohio.

This approval is intended to comply with the provisions of Section 147(f) of the Code, and does not constitute a finding of the Board as to the compliance or noncompliance by the Corporation or the County of Allen, Ohio with any legal requirements imposed upon them in connection with the issuance of the Series 2022 Bonds.

SECTION 3. That the Clerk of this Board and any member of this Board be and they hereby are authorized to execute and deliver on behalf of the County such certificates, documents and instruments in connection with the issuance and public sale of the Series 2022 Bonds and of revenue bonds issued from time to time under authority of the Participating Public Hospital Agencies Agreement, and the delivery of the Participating Public Hospital Agencies Agreement, as may be required, necessary or appropriate, including, without limitation, applicable elected representative approvals, conveyances of title to real and personal property, terminations of financing statements and other releases of security interests in property. Such documents, including the ones specifically authorized hereby, shall be subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution thereof by the proper officers of this Board.

SECTION 4. That the provisions of this Resolution are hereby declared to be severable and, if any section, phrase or provision shall, for any reason, be declared invalid, such declaration of invalidity shall not affect the validity of the remainder of this Resolution.

SECTION 5. All resolutions, orders or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 6. It is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code, and the rules of this Board in accordance therewith.

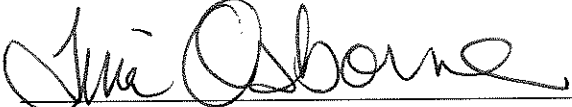
RESOLUTION #22-1295
AUGUST 23, 2022
PAGE 4

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 23rd day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor (certified)
Bond file
Michael Dean – Dinsmore (Michael.Dean@dinsmore.com)

RESOLUTION #22-1295
AUGUST 23, 2022
PAGE 5

CERTIFICATE

The undersigned duly appointed and acting Clerk of the Board of County Commissioners of Warren County, Ohio, does hereby certify that the foregoing is a true and correct copy of a resolution adopted by such Board on August 23, 2022, together with an extract from the minutes of the meeting at which that resolution was adopted to the extent pertinent thereto.

A handwritten signature in black ink, appearing to read "Tina Osborne". The signature is written in a cursive style with a large, prominent "O" in the middle.

Clerk, Board of County Commissioners
Warren County, Ohio

Resolution

Number 22-1296

Adopted Date August 23, 2022

CREATE RATES AND CHARGES FOR THE COUNTY STORM WATER MANAGEMENT DISTRICT NO. 1 IN ACCORDANCE WITH SECTION 6117 OF OHIO REVISED CODE

WHEREAS, certain funds are required to implement the federally mandated NPDES Phase II program in the manner described in the Warren County Storm Water Management Plan submitted to the Ohio Environmental Protection Agency; and

NOW THEREFORE BE IT RESOLVED, to create reasonable rates and charges through the Warren County Stormwater Management District No. 1 to fund the Warren County Storm Water Management Plan as filed with the Ohio Environmental Protection Agency under conditions of the National Pollution Discharge Elimination System (NPDES) Phase II Permit. Those townships part of the plan are Clearcreek, Franklin, Hamilton, Turtlecreek, and Union Townships; and

BE IT FURTHER RESOLVED, to charge each parcel with building values greater than \$10,000.00 in the townships listed above an amount of \$12.00 per year that will be placed annually on the tax duplicate by the County Auditor as permitted under Section 6117.02 of the Ohio Revised Code.

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 23rd day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor (certified)
Engineer (file)

Resolution

Number 22-1297

Adopted Date August 23, 2022

ENDORSE AND SUPPORT THE SOURCE WATER ASSESSMENT AND PROTECTION PLAN FOR FRANKLIN AREA PUBLIC WATER SYSTEM AND APPROVE ITS SUBMITTAL TO THE OHIO ENVIRONMENTAL AGENCY FOR ENDORSEMENT

WHEREAS, the ample supply of high-quality drinking water is a necessity for vibrant and healthy residential communities, for the growth of commercial and retail businesses, and the development of a strong and supportive economy that promotes jobs and businesses; and

WHEREAS, to help assure citizens and businesses of Warren County that their drinking water collected and treated from aquifers along the Great Miami River is safe to drink, this Board has directed the Water & Sewer Department to prepare a Source Water Assessment and Protection Plan for the customers served by the Franklin Area Water Treatment Plant; and

WHEREAS, this Board recognizes the need to seek the Ohio Environmental Protection Agency, Division of Drinking and Ground Water review, approval, and endorsement of the prepared plan; and

NOW THEREFORE BE IT RESOLVED, that:

- 1) This Board hereby approves the Warren County Source Water Assessment and Protection Plan for the Franklin Area Public Water System.
- 2) This Board hereby directs the Warren County Water & Sewer Department to implement, enforce, and take actions necessary and appropriate to implement the plan.
- 3) The Warren County Sanitary Engineer is hereby authorized to submit the Warren County Source Water Assessment and Protection Plan for the Franklin Area Public Water System to the Ohio Environmental Protection Agency for review, approval, and endorsement.

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 23rd day of August 2022.

BOARD OF COUNTY COMMISSIONERS

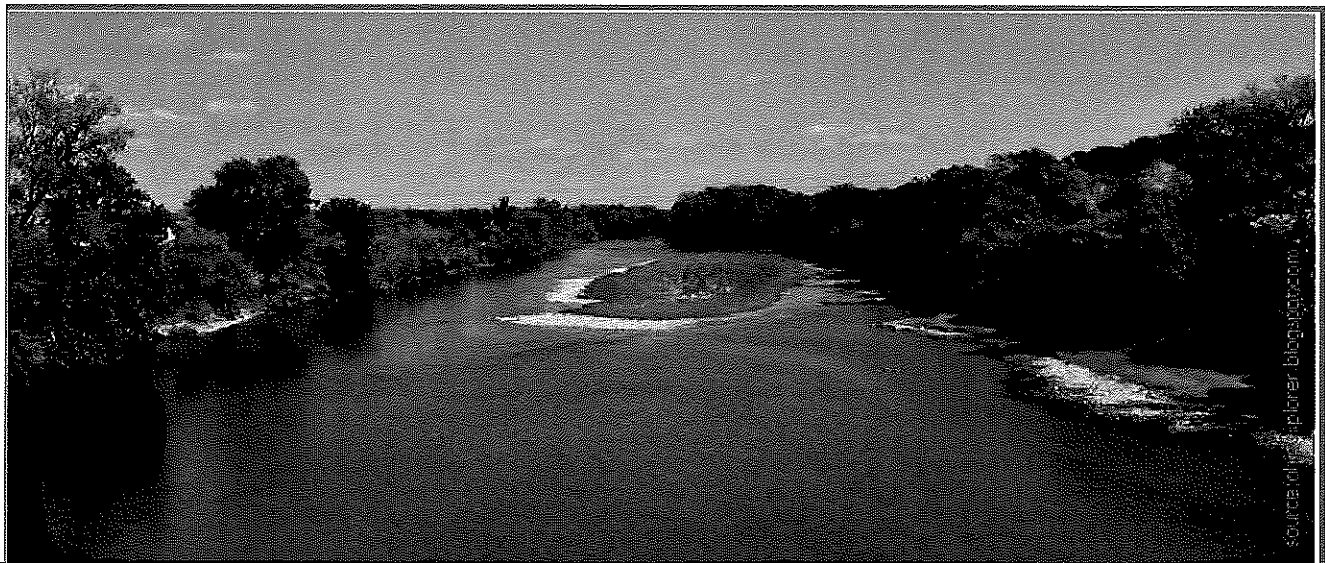


Tina Osborne, Clerk

cc: Water/Sewer (file)

WARREN COUNTY
**SOURCE WATER ASSESSMENT
& PROTECTION PLAN**

FRANKLIN AREA PUBLIC WATER SYSTEM



**WARREN COUNTY WATER & SEWER DEPARTMENT
WARREN COUNTY REGIONAL PLANNING COMMISSION**

August 2022

Page 4 of 4 - County of St. John

Warren County Source Water Assessment & Protection Plan

Franklin Area Public Water System

XX-

September, 2022

ENDORSE AND SUPPORT THE SOURCE WATER ASSESSMENT AND PROTECTION PLAN FOR FRANKLIN AREA PUBLIC WATER SYSTEM AND APPROVE ITS SUBMITTAL TO THE OHIO ENVIRONMENTAL AGENCY FOR ENDORSEMENT

WHEREAS, the ample supply of high quality drinking water is a necessity for vibrant and healthy residential communities, for the growth of commercial and retail businesses, and the development of a strong and supportive economy that promotes jobs and businesses; and

WHEREAS, to help assure citizens and businesses of Warren County that their drinking water collected and treated from aquifers along the Great Miami River is safe to drink, this Board has directed the Water & Sewer Department to prepare a Source Water Assessment and Protection Plan for the customers served by the Franklin Area Water Treatment Plant; and

WHEREAS, this Board recognizes the need to seek the Ohio Environmental Protection Agency, Division of Drinking and Ground Water review, approval, and endorsement of the prepared plan; and

NOW THEREFORE BE IT RESOLVED, that:

- 1) This Board hereby approves the Warren County Source Water Assessment and Protection Plan for the North Water System.
- 2) This Board hereby directs the Warren County Water & Sewer Department to implement, enforce, and take actions necessary and appropriate to implement the plan.
- 3) The Warren County Sanitary Engineer is hereby authorized to submit the Warren County Source Water Assessment and Protection Plan for the North Water System to the Ohio Environmental Protection Agency for review, approval, and endorsement.

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

M
M
M

Resolution adopted this Xnd day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Water/Sewer (file)



As of 1/1/2014, the population of the Franklin Area Public Water System is approximately 14,000 people.

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ACRONYMS

Bac-T:	Bacteriological Test
BUSTR:	Bureau of Underground Storage Tank Regulation
CCR:	Consumer Confidence Report
CDM:	Camp, Dresser & McKee
EPA:	Environmental Protection Agency
ERP:	Emergency Response Plan
ESI:	Expanded Site Inspection
GMR:	Great Miami River
GCWW:	Greater Cincinnati Water Works
gpm:	Gallons per minute
HAS:	Hydrogeologic Sensitivity Assessments
HazMat:	Greater Cincinnati Hazardous Materials Team
MGD:	Million gallons per day
MSDS:	Material Safety and Data Sheets
OAC:	Ohio Administrative Code
ODNR:	Ohio Department of Natural Resources
OKI:	Ohio-Kentucky-Indiana Regional Council of Governments
ORC:	Ohio Revised Code
PPS:	Potential Pollution Sources
PPSI:	Potential Pollution Sources Inventory
RCRIS:	Resource Conservation and Recovery Information System
RCRA:	Resource Conservation and Recovery Act
SCADA:	Supervisory Control and Data Acquisition
SDWA:	Safe Drinking Water Act
SOCs:	Synthetic Organic Compounds
SWAP:	Source Water Assessment and Protection
TDH:	Total Dynamic Head
TOT:	Time of Travel
TPH:	Total Petroleum Hydrocarbons
TRI:	Toxic Release Inventory
USTs:	Underground Storage Tanks
UV:	Ultraviolet
VOCs:	Volatile Organic Compounds
WHP:	Wellhead Protection
WHPA:	Wellhead Protection Area

the new information system will be a success

Section 1 – Introduction

The Warren County Water and Sewer Department has been working with the Ohio Environmental Protection Agency Division of Drinking and Ground Waters to update the Source Water Protection Area and Plan for the County’s Franklin Area Well Field. This document covers the three components of the Source Water Assessment: Delineation, Potential Contaminant Source Inventory and Aquifer Susceptibility. This document also serves as a detailed plan for source water protection as part of the County’s Asset Management program. The SWAP plan will be reviewed and updated every five years, with the next update scheduled for the summer of 2027. The plan will also be updated when the well field capacity is expanded through the addition of new wells or upsizing of current wells regardless of the amount of time since the previous update.

The original delineation was completed by Camp, Dresser & McKee in 1996 and included nine proposed production wells with a total capacity of 8 million gallons a day. The delineation was revised to match current well field conditions to include the seven current production wells pumping an average of 9.3 million gallons per day. Descriptions of the well field and how the protection area was delineated are included in Section 1.1.

The physical and hydrogeological settings of the well field and aquifer are described in Section 1.2. In addition, business within and adjacent to the Time of Travel (TOT) zones are identified; assessed and prioritized as potential contaminant sources in Sections 1.3 and 1.4. Finally, this section concludes with a general discussion on the strategies to reduce the risk of pollution in Section 1.5.

1.1 Model Delineation and Well Field Description

1.1.1 Model Delineation

The first step in developing the Plan was the identification of the Source Water Assessment and Protection (SWAP) area which is divided into three zones—the One Year Time of Travel zone (where pollution takes a year to enter the wells); the Five Year Time of Travel zone (pollution takes five years to enter the wells), and areas beyond the TOT zones that could possibly impact the well fields. Delineation of the TOT zones was completed in August 2019 using GFLOW groundwater modeling software developed by Haitjema Software, a subdivision of Haitjema Consulting, Inc. For the purposes of this report, the more encompassing five year time of travel zone is shown in **Figure 1-1** and is identified as the County’s Source Water Protection Area.

GFLOW is a highly efficient stepwise groundwater flow modeling system run on a Windows program base. It models steady state flow in a single heterogeneous aquifer using the Dupuit-Forchheimer assumption. Pump rates from Warren County’s North Well Field were derived from the peak capacity of the well field over the last year at 9.3 MGD for modeling purposes. For the aquifer, a base elevation of 532 feet was assumed, with a thickness of 200 feet, a hydraulic conductivity of 300 feet/day, and an assumed porosity of 0.2. This information was obtained from previous Subsurface Investigations submitted to Warren County by Bennett & Williams, Inc. February 1990. Contouring was set to compute contours based of head, with a minimum of 530 feet, a maximum of 700 feet, and an interval of 2 feet with course grid resolution. An aquifer recharge rate of 0.000913 ft/day (4 in/year) was set based on previously reported data. The Buried Valley Aquifer was modeled with an Inhomogeneity with a hydraulic conductivity of 550 feet/day and an added recharge of 0.00137 feet/day (6in/yr). The two ponds created by the Martin Marietta Franklin Gravel Pit were modeled as inhomogeneities with hydraulic conductivities of 500,000 feet/day.

1.1.2 Well Field Description

The Franklin Area Water Treatment Plant is a groundwater facility capable of treating 10.8 million gallons per day (mgd) for customers in the Franklin, Clearcreek and Turtlecreek Townships as well as parts of Wayne and Massie Townships. The facility is served by seven wells (7) in one (1) wellfield along the Great Miami River Buried Valley Aquifer. The wells have a combined capacity of approximately 15.363 million gallons per day (MGD) provided there is no hydrogeologic interference.

1.2 Aquifer Description

1.2.1 Physical Setting

The North well field is located on the southern edge of a buried glacial valley within the Great Miami Buried Valley Aquifer System, which was designated by the U.S. EPA as a Sole Source Aquifer in 1988 (OKI, 1988). When the glaciers were receding, meltwaters transported sediment into the valleys forming the buried valley in this area. Steeply sloping bedrock walls surround the aquifer creating a low permeability radius around the aquifer. The aquifer is covered by less than 15-feet of low permeability material, which provides minimal protection from contamination. In this area the aquifer is about one and a half miles and widens to more than two miles in surrounding areas.

The buried valleys in this area mainly contain sediments consisting of sand and gravel, with silt and clay layers. The sand and gravel portion of the sediment in this area has been reported to be about 35 feet in the east and 90 feet thick in the west. The thickest deposits of sand and gravel in this area are located in the central area of the well field, becoming thinner to the north and south. Wells developed in this valley can have yields from 500 to over 1,000 gallons per minute.

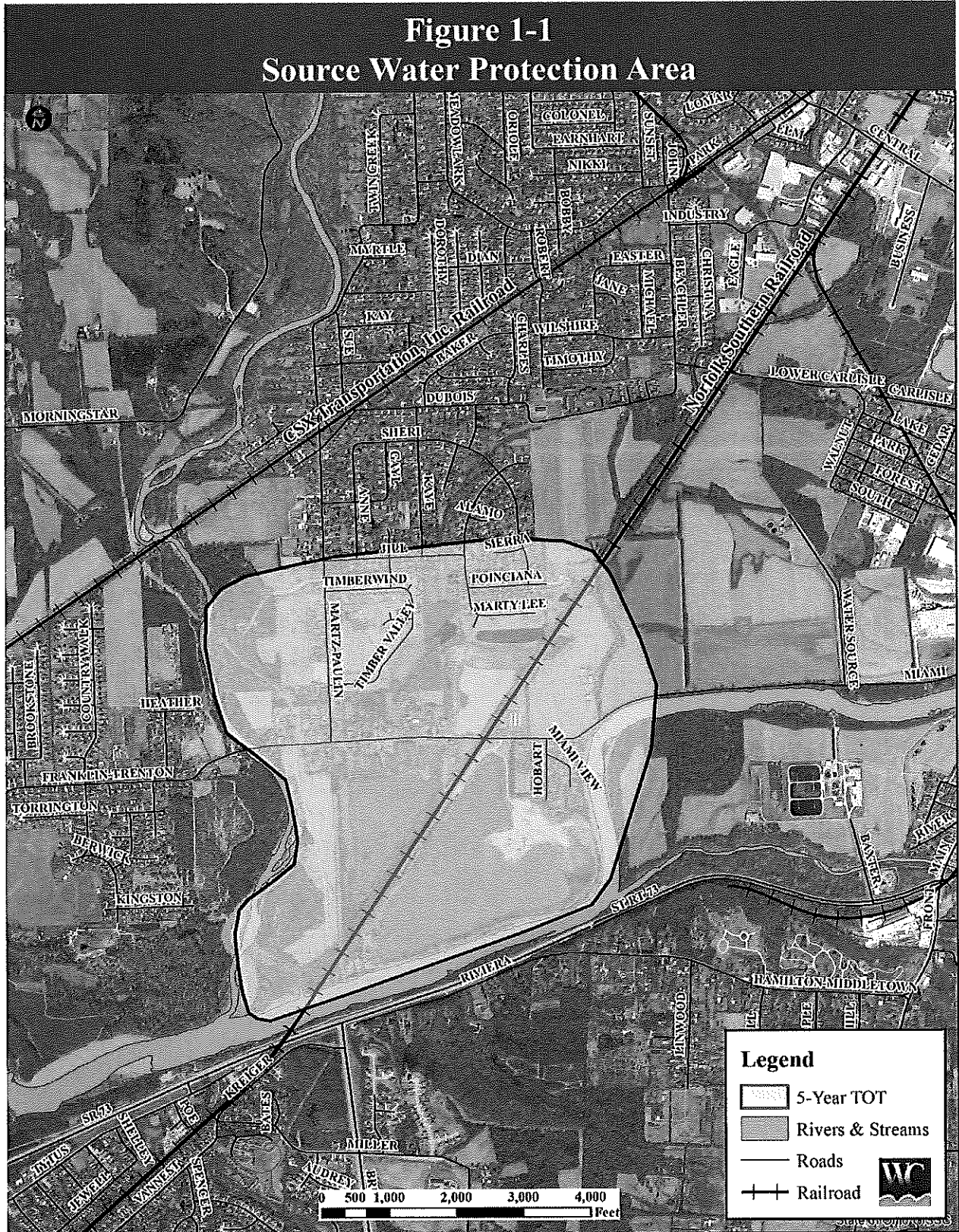
1.2.2 Hydrogeologic Setting

The North Well field situated within the Southern Ohio Loamy Till Plain region of the Till Plain section of the Central Lowland physiographic province (Brockman, 1998). This area has a surface of loamy till with moraines between relatively flat ground and is cut by steep valleys formed from large streams. The valleys are the remnants of a pre-glacial drainage system. Flooding due to glacial melting caused the valley to fill with outwash consisting of vast quantities of sand, gravel, silt.

The main hydrologic feature in this region is the Great Miami River, which borders the well field to the east and south, which flows to the southwest and discharges into the Ohio River. Another hydrologic feature in the region is Twin Creek, running along the western border of the well field, which flows south into the Great Miami River. Due to the flows of these two features, the expected surface water flow is in both a west and a south direction towards Twin Creek and/or the Great Miami River.

Depth to water in this aquifer is 10 to 16 feet below the ground surface. The top of the aquifer is the same as the depth to water. Groundwater recharge in the area occurs mainly by infiltration of rainfall and leakage through the bottom of the surface water sources. Infiltration into the groundwater by precipitation has been estimated at 10 inches per year for the Franklin area. Pervious testing has shown that the hydraulic conductivity values at this site average at 3,500 pgd/ft² (ranging from 900 to 7,000 pgd/ft²). Pumping test data was used to calculate the aquifer transmissivity of 295,200 gpd/ft towards the center of the well field.

Figure 1-1
Source Water Protection Area



1.2.3 Aquifer Susceptibility Analysis

Ohio EPA recently completed a study of source of drinking water for Warren County Franklin Area PWS to identify potential contaminant sources and provide guidance on protecting the drinking water source. According to this study, the aquifer that supplies water to Warren County Franklin Area PWS has a high susceptibility to contamination. This determination is based on the following:

- The presence of a relatively thin protective layer of clay overlying the aquifer,
- The shallow depth (less than 16 feet below ground surface) of the aquifer,
- The presence of manmade contaminants in treated water.

Nitrate has been detected above the concentration of concern of 2 mg/L in the drinking water on multiple occasions since 2000, with the maximum concentration being 5.3 mg/L on August 2, 2000. This indicates a pathway from the ground surface to the aquifer.

The risk of future contamination can be minimized by implementing appropriate protective measures. More information about the source water assessment or what consumers can do to help protect the aquifer is available by visiting our website.

1.3 Land Use & Business Inventory

In the area surrounding the well field, there is a mix of land uses including residential, business, mineral extraction, industrial, and agricultural. A zoning map of the surrounding area is shown in *Figure 1-2*.

To better assess the potential contamination sources (PCS) inventory in the surrounding area, the non-residential parcels within the one and five-year time-of-travel (TOT) zones were mapped. The owner, address, and land use type for these parcels were compiled into the business inventory list contained in *Table 1-3* and the locations are shown in *Figure 1-3*.

The inventory contains a variety of businesses and industries including:

- gravel pits
- automotive repair and service
- public sanitary sewer lines and a wastewater treatment plant
- city service equipment and road salt storage
- soil, gravel and landscaping supply store

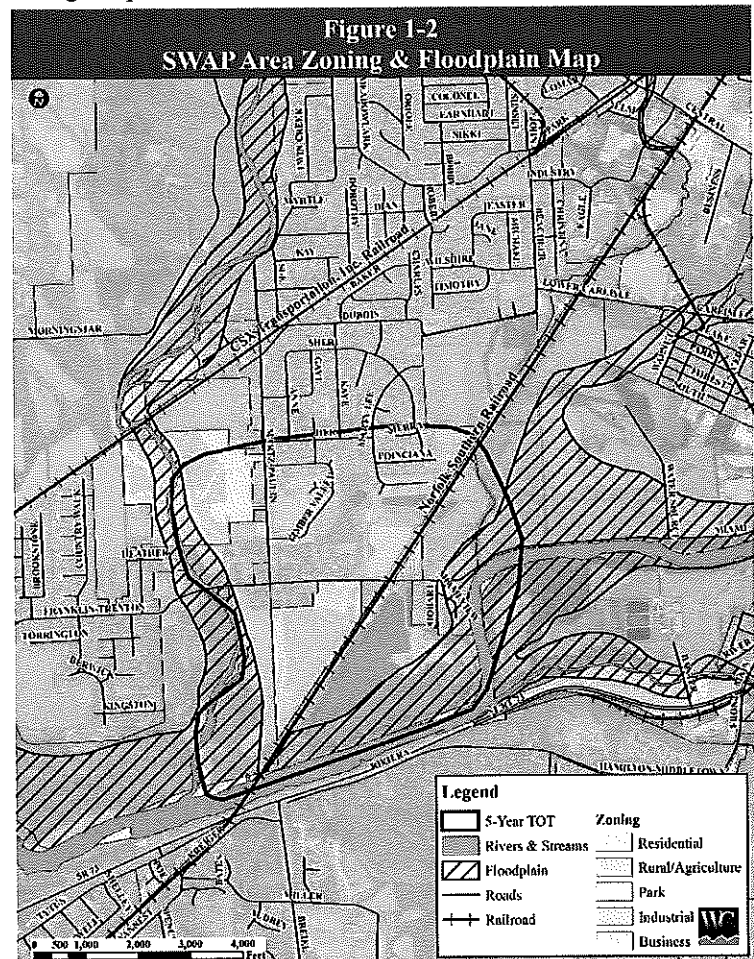
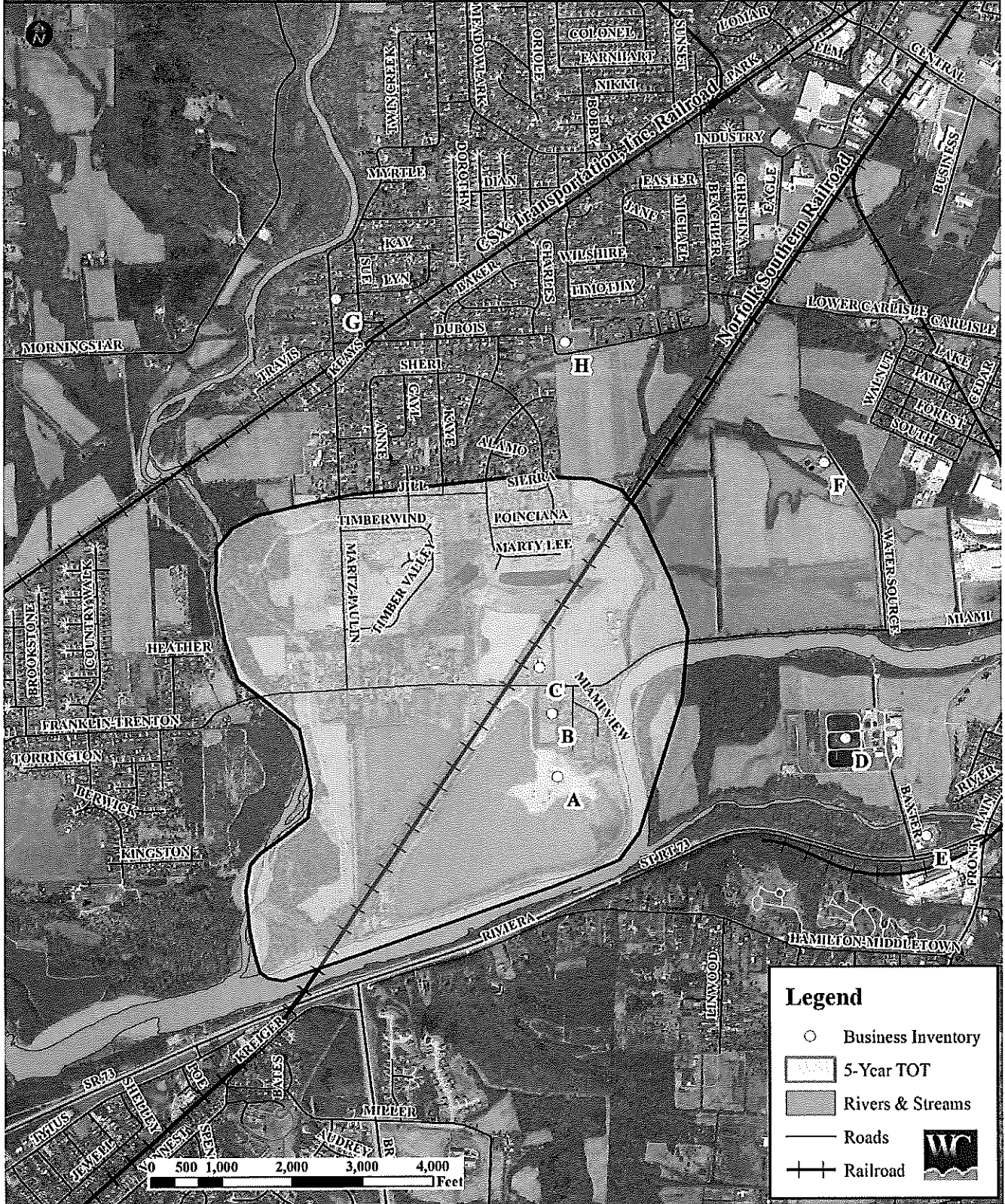


Table 1-3: Business Inventory

Inv. #	Business	Location	Land Use	TOT
A	Martin Marietta Franklin Gravel (formerly American Aggregates gravel pit)	7533 Franklin-Trenton Rd.	Industrial	1 year
B	Woodruff Koi Farm	7481 Franklin Trenton Rd	Residential	1 year/ 5 year
C	Franklin-Trenton Rd Self Storage	7518 Franklin-Trenton Rd	Business	5 year
D	Franklin Regional WWTP	201 Baxter Dr.	Municipality - Wastewater	Outside
E	Franklin Service Center Lot 1	202 Baxter Dr.	Municipality	Outside
F	Franklin Water Treatment Plant	2651 Sonney Lewis Way	Municipality – Water Treatment Plant	Outside
G	Cookie's Market	8098 Martz-Paulin Rd	Business	5 year
H	A&M Mini Mart (Formerly Dairy Mart)	984 Dubois Rd	Business	5 year

Figure 1-3
SWAP Area Business Inventory



1.4 Potential Contaminant Sources

The following sections describe how the County used the business inventory to develop the list of Potential Contaminant Sources (PCS) and their respective threat level. A list of the prioritized PCS sites is also included in this section.

1.4.1 Identifying Potential Contaminant Sources

The county evaluated parcels listed in the business inventory to determine if they are a potential contaminate source with information collected and gathered from a variety of sources. These sources included zoning and land use maps, internet searches, regulatory reports, hydrogeological/topographic maps, and the RCRA, CERCLA, BUSTR and E-Plan HazMat databases. A windshield survey was conducted in September of 2017 by Kathryn Gilbert (P.E.), Warren County Staff Engineer, with no hazards observed.

1.4.2 Ranking Potential Contaminant Sources

While assessing the relative risks potential contaminant sources pose to the well field, several factors were considered. Specifically the factors considered by the County included the location within the aquifer, land use, type of business, previous unpermitted discharges or spills, distance to the well field, and ground water flow direction. The potential contamination source ranking is contained in *Table 1-4* and located on the map contained in *Figure 1-4*.

The County recognizes that this preliminary ranking serves as a starting point for the collection of additional data that will help refine the risk assessment of each PCS. In the short-term, this approach is considered adequate, though there is values for a more detailed and site specific risk assessment.

In the long-term, each PCS impact will be updated; reprioritized; and risk levels reassigned. The WCWSD will also arrange site visits to the initial high and medium-risk PCS sites together with representatives from Warren County’s Emergency Management Agency.

Table 1-4: Prioritized Potential Contaminant Sources

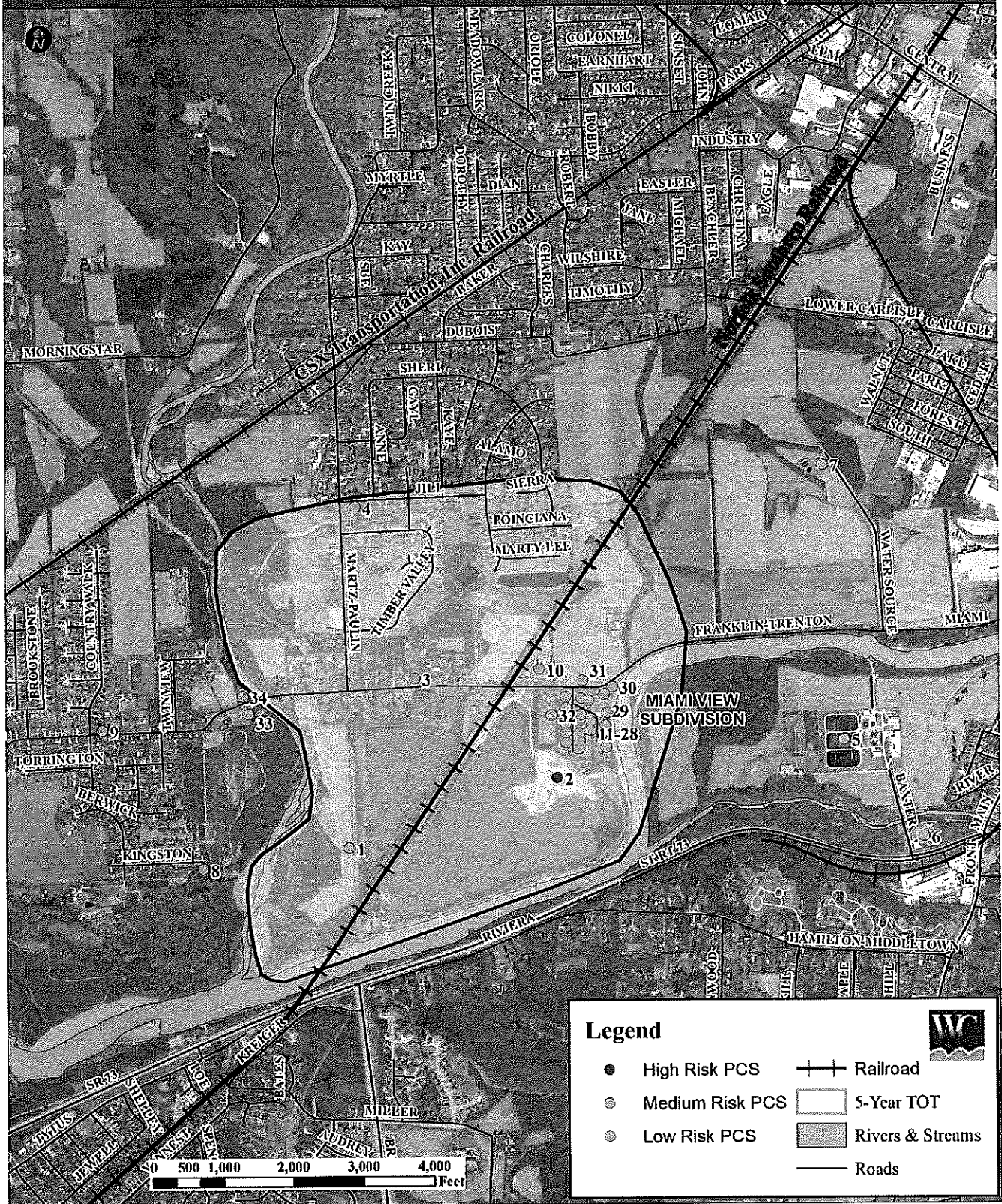
Site Number	Name and Location	Risk Level	Miles to Well Field	T.O.T. Zone	Zoning
High Risk Level					
2	Martin Martella Franklin Gravel 7533 Franklin Trenton Rd.	Gravel Pit	0.3	1 year	Industrial
	Norfolk Southern Railroad	Railroad	N/A	1-year/ 5-year	Varies
Medium Risk Level					
1	North Well Field 8093 Franklin Trenton Rd.	Bulk Storage of Sodium Bisulfite for water treatment and Diesel Fuel for generator in above ground storage tank	0	1-year	Municipal
	CSX Railroad	Railroad	N/A	1-Year/ 5-Year	Varies

Section 1 – Introduction

Site Number	Name and Location	Risk Level	Miles to Well Field	T.O.T. Zone	Zoning
<u>Low Risk Level</u>					
3	Franklin-Trenton 35 Lift Station	Sanitary Sewer Lift Station	0.34	5-Year	Municipal
4	Jill Lane Lift Station	Sanitary Sewer Lift Station	0.70	5-Year	Municipal
5	Franklin WWTP 201 Baxter Dr.	Biosolids ICIS-NPDES Non-Major	1.2	Outside	Municipal
6	Franklin service Center Lot 1 202 Baxter Dr.	Road Salt Storage Facility	1.3	Outside	Municipal
7	Franklin Water Treatment Plant 2651 Sonney Lewis Way	Bulk Storage of Sodium Hypochlorite and Hydrofluorosillic Acid for water treatment.	1.6	Outside	Municipal
8	Castlebrook Lift Station	Sanitary Sewer Lift Station	0.24	Outside	Municipal
9	Franklin-Trenton 36 Lift Station	Sanitary Sewer Lift Station	0.61	Outside	Municipal
10	Franklin-Trenton Rd Self Storage 7518 Franklin-Trenton Rd.	Potential for small quantities of residential hazardous materials such as motor oil, gasoline, diesel fuel, lawn fertilizers, and household chemicals	0.6	1 Year	Commercial
11 – 28	Residential Septic Systems Miami View Subdivision	Septic Systems	0.65	5-Year	Residential
29 – 32	Residential Septic Systems	Septic Systems	0.65	5-Year	Residential
33 – 34	Residential Septic Systems	Septic Systems	0.20	Outside	Residential

UTS	Underground Storage Tank File
SHWS	State Hazardous Waste Sites Master List
RCRA	Resource Conservation & Recovery Act
SQG	Small Quantity Hazardous Waste Generator
LQG	Large Quantity Hazardous Waste Generator
TRIS	Toxic Chemical Release Inventory System
NAICS	North American Industry Classification System
NPDES	National Pollutant Discharge Elimination System
ICIS	Integrated Compliance Information System

Figure 1-4
SWAP Area Pollution Source Inventory



1.4.3 Potential Contaminant Source Description

The following section contains information on the high and medium risk PCS sites and the rationale for their ranking.

High Risk Sites

Site #2 Martin Marietta Franklin Gravel (formerly American Aggregates gravel pit)

Martin Marietta Franklin Gravel is located in Franklin Township, to the east of the well field, within the one year TOT zone. It is currently an active business that was formerly American Aggregates. The site is a sand and gravel quarry that extracts soil, overburden materials, sand and gravel. There are monitoring wells between the gravel pit and the production wells to monitor any potential contaminants that may be released.

Railroad CSX Railroad

There is 1.5 miles of the CSX Railroad within the 1 and 5 year time of travel zones for the North Well Field. Due to the nature of the railroad industry, the type and amount of potential contaminants changes on a continuous basis making it hard to effectively determine the risk level associated with the railroad. Pollutants from gravel pit operations, commercial/industrial uses, as well as snow and ice removal chemicals could contaminate the groundwater or storm water. The Conrail Railroad was designated as a high risk site due to it crossing the well field at only 350 feet from Well #2.

Medium Risk Sites

Site #1 North Well Field Chemical Building and Emergency Generator

A chemical storage building and backup generator are located on the North Well Field property. The chemical building includes a max storage capacity of 50,000 pounds of sodium bisulfite for use in the water treatment process. Also located at the well field is an emergency backup generator with 25,000 pounds of diesel fuel storage. The chemical building and emergency generator were designated as medium risk due to being located within the well field with adequate containment around storage tanks.

Railroad Baltimore & Ohio Railroad

The Baltimore and Ohio Railroad crosses Twin Creek approximately 4,700 feet from the well field. Due to the nature of the railroad industry, the type and amount of potential contaminants changes on a continuous basis making it hard to effectively determine the risk level associated with the railroad. Pollutants from gravel pit operations, commercial/industrial uses, as well as snow and ice removal chemicals could contaminate the groundwater or storm water. The Baltimore and Ohio railroad was designated as a medium risk due to its proximity to the well field.

Low Risk Sites

Site #3 Franklin-Trenton 35 Lift Station

The Franklin-Trenton 35 Lift Station is a sanitary sewer lift station located to the northeast of the well field, within the 5-year time of travel zone. The facility is an active sanitary sewer lift station with an average daily flow of 98,000 gallons per day. The lift station is checked daily by county staff to ensure proper operation. There are monitoring wells on the northeaster edge of the well file that will detect any possible contaminants before they reach the production wells.

Site #4 Jill Lane Lift Station

The Jill Lane Lift Station is a sanitary sewer lift station located to the north of the well field, within the 5-year time of travel zone. The facility is an active sanitary sewer lift station with an average daily flow of 46,000 gallons per day. The lift station is checked daily by county staff to ensure proper operation. There are monitoring wells on the northern edge of the well file that will detect any possible contaminates before they reach the production wells.

Site #5 Franklin Waste Water Treatment Plant

The Franklin Waste Water Treatment Plant is located in the City of Franklin, to the east of the well field, outside of the five year TOT zone. The facility is an active waste water treatment plant with an approved daily flow of 1 to 10 MGD. The plant discharges directly north of the plant, at about 1.5 miles northwest of the well field, into the Great Miami River. There are several monitoring wells on the eastern edge of the well field that will detect any possible contaminates before they reach the production wells.

Site #6 Franklin Service Center Lot 1

The Franklin service center is located at the Corner of Baxter Drive and State Route to the southeast of the well field, outside of the five year TOT zone. The facility is an active salt and roadway maintenance storage facility owned by the City of Franklin. The facility includes a 70-foot diameter concrete walled salt storage dome as well as two additional concrete walled with plastic covered salt storage structures and the storage structures are in good condition. There are several monitoring wells on the eastern edge of the well field that will detect any possible contaminates before they reach the production wells.

Site #7 Franklin Water Treatment Plant

The Franklin Water Treatment Plant is located to the northeast of the well field outside of the five year TOT zone. The facility is an active drinking water treatment plant rated for 5 million gallons a day. The treatment facility has bulk storage of Caustic Soda solution (2,700 pounds max), Hydrofluosilicic Acid (3,500 pounds), and Sodium Hypochlorite (16,000 pounds) for drinking water treatment. There are several monitoring wells on the eastern edge of the well field that will detect any possible contaminates before they reach the production wells.

Site #8 Castlebrook Lift Station

The Castlebrook Lift Station is a sanitary sewer lift station located to the west of the well field, outside of the 5-year time of travel zone. The facility is an active sanitary sewer lift station with an average daily flow of 120,000 gallons per day. The lift station is checked daily by county staff to ensure proper operation. There are monitoring wells to the west of the well file that will detect any possible contaminates before they reach the production wells.

Site #9 Franklin-Trenton 36 Lift Station

The Franklin-Trenton 35 Lift Station is a sanitary sewer lift station located to the west of the well field, outside of the 5-year time of travel zone. The facility is an active sanitary sewer lift station with an average daily flow of 39,000 gallons per day. The lift station is checked daily by county staff to ensure proper operation. There are monitoring wells to the west of the well field that will detect any possible contaminates before they reach the production wells.

Site #10 Franklin-Trenton Self Storage

The Franklin-Trenton Self Storage facility is a residential storage facility with both attached and free standing enclosed storage units in addition to uncovered, open air boat and RV storage. While the exact contents of the storage units are unknown it is possible that small quantities (less than 5-10 gallons) of residential hazardous materials could be present. Possible residential hazardous chemicals that may be present include as motor oil, gasoline, diesel fuel, lawn fertilizers, household chemicals, and herbicides. There are monitoring wells to the northeast of the well field that will detect any possible contaminants before they reach the production wells.

1.4.4 Other Potential Contaminant Sources

The following section contains information on additional potential pollution sources that should be considered.

Residential Use

Residential neighborhoods exist in many of the areas surrounding the well field. Stormwater runoff from these residential areas may contain household chemicals, lawn fertilizers, and herbicides. As well as this, a portion of the houses in the 1 and 5 year TOT zones have above ground storage tanks for the purpose of holding gas or oil for the heating of their homes. Control strategies for residential developments should include public education and public participation on pollution prevention. Within the 1 and 5 year Time of Travel Zones there are 18 residential properties within the Miami View Subdivision (Sites #11 – 28) and five additional residential properties (Sites #29 – 34) with septic systems. No failures or violations have been reported to the Health Department.

Road and Rail Vehicles

Due to the nature of the railroad industry, the type and amount of potential contaminants changes on a continuous basis making it hard to effectively determine the risk level associated with the railroad. Pollutants from gravel pit operations, commercial/industrial uses, as well as snow and ice removal chemicals could contaminate the groundwater or storm water.

Road Salt Storage

The City of Franklin has a road salt storage facility (Site No. 6) located on the corner of Baxter Rd. and State Route 73, about a mile and half from the North Well Field. This facility, while outside the 5-year TOT zone, is located on Clear Creek upstream of the North Well field. The groundwater flow model shows this area as flowing to the Franklin Well Field but is a concern to the North Well Field due to its proximity.

1.5 Protection Strategies for PCS Risk Reduction

The strategies for protecting the SWAP area groundwater supply are to reduce the risk of contamination from potential pollution sources. The protection strategies include:

- **Public Education & Awareness:** Implementing a program to educate and increase public awareness on: (1) the importance of maintaining the supply source of their drinking water; (2) the protection measures that their local government and other agencies are doing to safeguard the quantity and quality of the water source; and (3) their role and responsibilities to be successful in realizing that objective. This education campaign is aimed at all owners and occupants of the

different land uses on properties that drain toward the SWAP area. Implementation of the education and awareness strategies will increase the public's awareness of how their activities within the source water protection area effect the quality of their drinking water and minimize contamination.

- **PCS Personnel Education & Awareness:** Meeting with representatives of commercial, industrial, research–tech, and local government uses that are of groundwater quality protection concern. The objective is: (1) to make them aware of: their location in relation to the well fields; (2) the importance of them facilitating and operating their uses in a manner that will prevent or minimize the possibility of surface or ground water contamination; (3) to let them know what to do in the event of a pollutant spilling incident, and (4) for the Warren County Water Department to gain a better understanding of the facility and operations at each PCS site. Implementation of the education and awareness strategies for the personnel at the potential contamination sources will increase the awareness of how their actives effect the quality of the drinking water and provide guidance on how to reduce the risk of contamination of the source water.
- **Spill Emergency Response:** Strengthening emergency and contingency responses by meeting with all emergency service providers in the SWAP area to communicate the plan for responding to different potential emergency incidents and the protocol for coordinating the various emergency service providers to be successful in response specific to each different incident. Swift response and mitigation of spills within the SWAP area will reduce the risk of the spilled material from penetrating into the aquifer and contaminating the source water.
- **Planning Protection Provisions:** Working with local jurisdictions in the SWAP area to include aquifer and well field TOT protection provisions in the future land use element of their comprehensive plans, and to likewise implement in their respective zoning, subdivision, and development regulations, and storm water drainage management plans. Working with local jurisdictions to regulate land uses will prevent additional high risk pollution sources from being constructed within SWAP area.
- **Groundwater Monitoring:** Increasing and regularly monitoring groundwater quality at and near known or potential contamination sources located in or up gradient near the TOT zones where surface and/or ground water flows toward the well fields. Increasing the monitoring of groundwater quality near contamination sources will allow the County to detect aquifer any contamination and allow the County to determine a plan to deal with it before it reaches the wellfield.

Details of these strategies are described in the subsequent sections.

1.6 Protective Strategies Evaluation

The results from groundwater monitoring will be used to evaluate the effectiveness of the groundwater protection strategies. The inventory of potential contaminant sources will be updated every three years through a review of property sales records, review of pollution incident report records, windshield inspections, and site visits of the uses identified in the PCS inventory. The next review and update should occur in the summer of 2025.

Section 2 – Education and Outreach

The overall success of protective strategies depends upon the cooperation of Warren County residents living and working in the Great Miami River (GMR) aquifer protection area. Citizens in the aquifer area need to understand that their actions can affect the quality of their drinking water. They also need to understand how they can change their actions to prevent contamination from occurring. Public education and outreach is the key to ensuring this awareness and therefore it is a significant component of this protection plan. The County’s education and outreach protective strategy includes updating and utilizing a list of local resources and contacts, maintaining an active role in the Southwest Ohio Groundwater Committee, providing educational materials and instruction to school age children, and providing educational materials to residents at major community events.

2.1 Drinking Water Source Protection Local Resources

To successfully protect its source water, Warren County must utilize local resources on a continual basis. Many of these resources will be called upon during times of emergency response while others will be utilized on a daily basis to implement sound operating procedures. The SWAP team includes County staff with input and guidance from environmental consultants and local well drillers. A complete list of the SWAP team members is located in *Table 2-1*. A list of contact information for local and state agencies is included in *Table 2-2*.

Table 2-1: Source Water Assessment and Protection Program Team

Person/Agency	Title/Role
Nick Zimmerman	Franklin Area PWS Chief Operator (WCWS)
Ed Turner	Water Superintendent (WCWS)
Chris Brausch	Sanitary Engineer (WCWS)
Kathryn Gilbert	Staff Engineer (WCWS)
Terran Associates	Hydrogeology Consultant
Moody’s of Dayton, Inc.	Well Drilling, Cleaning and Testing

2.2 Local Resource Input & Collaboration

The County will submit the draft plan for review, feedback, and endorsement to local government agencies including Franklin Township, the City of Franklin, the Municipality of Carlisle, the Warren County Board of Commissioners, and the Warren County Emergency Management Agency. Feedback from these agencies will be incorporated into the final plan.

The County will seek input from a variety of local and state resources as issues occur and the input and feedback from these resources will be periodically incorporated into this plan.

Table 2-2: Local and State Agency Contact Information

Agency	Contact Person	Contact Number
Franklin Area PWS (Warren County Water & Sewer)	Nick Zimmerman, Chief Operator	(513) 499-8414
Warren County Water & Sewer	Ed Turner, Water Superintendent	(513) 683-3687 (w) (513) 582-5043 (c)
Warren County Water & Sewer	Chris Brausch, Sanitary Eng.	(513) 695-1255 (w) (513) 315-2509 (c)
Warren County Commissioners	Tiffany Zindel, Administrator	(513) 695-1250
City of Franklin	Sonny Lewis, City Manager	(937) 746-9921
City of Franklin Fire Department	Main Office	(937) 746-4542
Combined Health District	Duane Stansbury	(513) 695-2566
County Emergency Management	Michael Bunner	(513) 695-1315
Cox Media Group Ohio	Main Office	(937) 225-2000
Franklin Township	Traci Stiver, Administrator	(937) 746-2852
Environmental Education Services	Suzanne Geisler	(513) 695-1209
Franklin Township Fire Department	Main Office	(937) 746-9811
Martin Marietta Franklin Gravel	Main Office	(513) 615-1549
Municipality of Carlisle	Julie Duffy, Village Manager	(937) 743-7727
Municipality of Carlisle Fire Department	Main Office	(937) 743-7725
Ohio EPA – Groundwater	Southwest District Office	(937) 285-6357
OKI Regional Council of Government	Marilyn Osboren, Board Administrator	(513) 619-7683
Regional Planning Commission	Stan Williams	(513) 695-1223
Warren County Soil and Water	Jeff Thomas	(513) 695-1337
Warren County Solid Waste	Susanne Mason	(513) 695-1209

2.3 OKI Groundwater Committee

Warren County is an active member of the OKI Regional Council of Government’s Groundwater Committee. The committee works to coordinate groundwater management for the southwest Ohio aquifer system that supplies two-thirds of a million people with drinking water. The committee meets quarterly and is composed of individuals from public and private water suppliers, businesses, industries, and local governments. The committee provides a forum where emerging issues relevant to water quality and quantity, such as the disposal of pharmaceutical and personal care products, can be discussed as well as state and federal regulations and legislation, and the impacts of pumping trends and drought conditions.

2.4 Public Education & Outreach Goals

One of the best ways to reduce the potential contamination risk to the County’s well fields is to educate the public. The County’s public education program is focused primarily on school age children and includes classroom education. The County’s educational program also provides outreach to local residents through informational booths at major community events and through the Warren County Solid Waste Department’s website that provides instructions regarding household hazardous waste disposal.

2.4.1 Classroom Education

Warren County provides school systems in the county with water quality, environmental, and natural resource lessons aligned with the Ohio Department of Education’s revised academic content standards. Lessons are offered from pre-kindergarten through 8th grade and last between 25 to 50 minutes. The County tracks and records the number of classroom presentations conducted each year. During 2021, the County provided 19 presentations to 525 students. The number of classroom presentations was less in 2021 than in previous years due to the Covid-19 pandemic and the County has begun to ramp up the education program for the 2022-2023 school year.

2.4.2 Information Booths at Community Events

The County will provide informational displays at community festivals and events to the extent that their annual budget allows. At these events, the County provides materials that inform residents and visitors of the importance of protecting the County’s drinking water supply. Display materials typically include information on best management practices, proper disposal of household hazardous wastes, as well as coloring books and activity sheets that focus on water quality. The County, to the maximum extent possible, will continue to provide display booths and materials at significant community events such as the Warren County Fair and annual festivals at Warren County Parks.

2.4.3 Household Hazardous Waste Disposal

The Warren County Solid Waste District provides residents with information on the proper disposal of a wide variety of household wastes including automotive fluids (oils, antifreeze, transmission, & hydraulic fluids), pesticides, paints, tires, and other residential generated wastes. Residents access this information through the County’s Solid Waste website or by calling the Solid Waste Department.

2.4.4 Informational Mailings

Outreach to Warren County residents will be accomplished by coordinating with the City of Franklin, Municipality of Carlisle, and Franklin Township to allow the County to include informational articles in periodic publications provided to their residents. Articles will provide residents with aquifer protection related information such as home sewage treatment system maintenance, lawn fertilizer application, and the proper disposal of household hazardous wastes.

The Warren County Water and Sewer Department will also provide their water customers with aquifer protection information through its website.

2.4.5 Roadway Signage

The County has purchased and installed roadway signage with the purpose of informing motorists that they are entering an aquifer protection area and instructing them to call 911 to report a spill. These signs

have been installed along roadways near the 5-year time of travel aquifer boundary and are legible as travelers enter the aquifer protection area.

2.5 Additional Goals and Strategies

The strategies in this subsection are for the purpose of raising awareness with PCS owners and operators of the importance to protect groundwater quality. These recommendations are in addition to the education and outreach programs and activities intended to broadly inform the public about the importance of their groundwater supply and their role and responsibility in protecting it. The information education and outreach strategies for controlling groundwater PCS risks and impacts are as follows:

1. Perform site visits at each PCS location for the following purpose and goals:
 - update the County's PCS inventory including new risks, removing sites that are no longer risks, and classifying each site's risk level;
 - provide owners, operators, and employees with SWAP information including the relationship and importance between their site, the well heads, time of travel zones, and groundwater quality;
 - emphasis the use of best-management practices; and
 - emphasis proper spill and emergency response procedures.
2. Meet with farmers and golf course operators to encourage the use of best management practices for groundwater quality protection.
3. Install SWAP area identification and response signs along roads and railways.
4. Coordinate with County and Township road maintenance departments to encourage the use of good housekeeping activities for the storage and application of roadway salt.

The first control strategy applies to inventoried PCS site facilities, operations, and activities where harmful substances are used. The specific intention of implementing the control strategies at these PCS sites is to help ensure owners, operators, and employees understand the groundwater protection importance of:

- their site location and operation relative to the vulnerability of potentially contaminating the groundwater supply; and
- their responsibility in preventing contamination of the groundwater by the potentially harmful substances they handle.

The second strategy focuses on farming and golf course operations. The WCWSD, in cooperation with the Warren County Soil and Water Conservation District (SWCD), seeks to implement this strategy by encouraging farmers and the golf course operators to use best management practices (BMPs) in the application of fertilizers, herbicides, and pesticides.

The purpose for implementing the third control strategy is to raise the general awareness of the public and more specifically, informing travelers within the SWAP area that they are in a groundwater protection area and providing instructions on how to report spills or the dumping of substances harmful to the groundwater.

The final control strategy is intended to remind and encourage local roadway departments to implement sound road salt and bulk chemical storage and housekeeping procedures that are required under their National Pollution Discharge Elimination System (NPDES) permit.

2.6 Public Education & Outreach Evaluation

The Warren County Water and Sewer Department will evaluate the effectiveness of the public education and outreach program each time the source water protection plan is updated.

Section 3 – Water Shortage & Emergency Response

In the event of a severe drought, flood, natural catastrophe, or significant contamination threat of the source water, Warren County will enact the contingency plans identified in this document in addition to their Emergency Response Plan (ERP). The County has an ERP as required by the Public Health and Bioterrorism Preparedness and Response Act of 2002. This plan was prepared by TetraTech and adopted by the County in 2004.

The County's ERP meets the requirements outlined in Chapter 3745-85 of the Ohio Administrative Code (OAC) and Ohio Revised Code (ORC) Section 3750. This source water protection plan is an additional resource to be used in conjunction with the County's existing ERP. This plan identifies corrective measures in the event of potential well field contamination, identifies temporary and long-term alternate drinking water supplies, and indicates financial mechanisms for implementing such alternatives.

3.1 Drinking Water Shortage

3.1.1 Water Storage (Ground and Elevated)

In the event of a short-term emergency requiring the County to cease operation of their water plant, the County can serve its customers from both elevated and ground storage tanks. The County has a total elevated and ground storage capacity of 9.5 million gallons within the North Water System. Assuming that the tanks are nearly full at the start of the emergency, this stored capacity provides the County roughly 43 hours of operation at a peak year demand of 5.3 million gallons per day.

3.1.2 Alternate Drinking Water Sources

In the event of an emergency lasting longer than a day, the County may need to purchase water from neighboring utility providers. The County can purchase water under its long-term service contract with the Greater Cincinnati Water Works (GCWW) as well as service agreements with Springboro, Waynesville, Butler County, and the City of Franklin. The connections for these entities are located throughout the North Water System. The County has sufficient emergency service agreements and water system interconnections with neighboring entities to allow the County to provide service should its well fields become threatened.

3.1.3 Planning for Future Water Supply Needs

Well Field Expansion – The County plans to expand the well field with the addition of four more production wells (each with a capacity of about 2 MGD) on the property owned by the Miami Conservancy District on the west side of Twin Creek. The addition of these wells would bring the total capacity of the well field to 23.4 million gallons a day with a firm capacity of 18.6 MGD. The County is planning on beginning the design in 2025 with construction completed in 2026-2027. Currently the average daily demand for the Franklin Area PWS is 3.5 mgd of finished water (4 mgd of raw water) with a peak day demand of 7.7 mgd finished water (8.6 mgd of raw water).

Shelly Pump Station Upgrades – The Shelly pump station was recently upgraded in 2014 with the addition of Peerless open line shaft vertical turbine can pumps capable of pumping 5 million gallons a day each. Currently 5 pumps are installed with a firm capacity of 20 MGD but there is room for three more pumps which would bring the firm capacity to 35 MGD.

Section 3 – Water Shortage & Emergency Response

3.1.4 Financial Funding for Alternative Water Sources

Revenues from the County’s user fees, improvement fees, and tap fees are sufficient to construct the planned improvements and necessary upgrades to the County’s water system. The County maintains sufficient financial reserves to address current and anticipated needed improvements.

3.2 Emergency Planning

3.2.1 Drinking Water Supply Contingency Plans

A copy of the County’s Drinking Water Supply Contingency Plan is located at each of the County’s treatment plants, the Department’s main office, and at the Warren County Emergency Operating Center. All Water and Sewer Department employees can access it. The response plan addresses a wide variety of emergencies and identifies the proper response procedures in the event of the following:

- unplanned absence of operator,
- power outage,
- main water break,
- inorganic/organic contamination,
- bacteriological contamination,
- suspected tampering,
- water system depressurization,
- distribution system storage failure,
- suspected backflow or cross connection, and
- source failure (including pumps, wells, and/or intakes)
- source water contamination

This source water protection plan focuses on the emergency scenarios that affect the County’s well fields. This plan provides additional details in the event of severe drought, well field flooding, chemical spills within the aquifer, and chemical spills within the Great Miami River.

3.2.1.1 Severe Drought

During severe drought conditions, the County will operate the treatment facilities to their best ability to provide County produced water to their customers. This includes operating all wells, sand filters, booster pumps, and treatment equipment. The County will remove wells from service as the water table within the aquifers drop below the levels required for safe pump operation. Well pumps equipped with variable frequency drives will be operated at slower speeds to allow for aquifer recharge and to prevent pump cavitation.

Should the North Water System not be capable of producing sufficient water to serve its customers, the County will convey water from their Richard A. Renneker (RAR) Water System to the North Water System through the County’s 24-inch interconnection.

Should the County not be capable of providing surplus water from the RAR Water System to meet customer demands, the County will open metered interconnection with neighboring entities to purchase surplus water.

If the County is not capable of purchasing sufficient water from other entities, it will **as a last resort**, place water restrictions upon its users. These restrictions will be limited to irrigation restrictions and, if

necessary, irrigation bans. In this event, the County will notify consumers of the severity of the water shortage, ban water use for all non-essential domestic use, and take necessary enforcement actions.

3.2.1.2 Well Field Flooding

Because the well fields are located along the Great Miami River, flooding is a common threat of contamination that the County must monitor and manage. The County removes wells from operation as the river level rises and the wells become exposed to surface water.

3.2.1.3 Chemical Spills within the Aquifer

One of the most critical threats to the operation of the treatment plant is a concentrated chemical spill or release into the aquifer near the County's well fields. The County has developed and will implement emergency procedures during a concentrated chemical release.

3.2.1.4 Chemical Spills within the Great Miami River

The aquifer is recharged from ground water, streams, and creeks as well as flow from the Great Miami River. A significant chemical release into the GMR will be of primary concern, especially if the chemical migrates into the aquifer as it travels along the river. A few potential chemical sources include spills from stored agricultural chemicals, gas line rupture at or near a river crossing, and spills from bulk chemical storage at commercial or industrial facilities.

Should a spill occur with the GMR, the County shall coordinate with the Ohio EPA and other emergency response agencies to quantify the amount of chemical released and track its progression along the River. When the chemical reaches 0.5 miles upstream of the County's well fields, the County shall turn off all wells and cease withdrawing water from the aquifer. The County shall not place wells back into operation for a period of 6 hours after the spill has passed the North Well Field. The County shall coordinate with the Ohio EPA prior to placing the wells back into service.

3.2.2 Chain of Command & First Response Staffing

The WTP Chief Operator, Water Treatment System Superintendent, Deputy Sanitary Engineer, and Sanitary Engineer shall be made aware of all emergency and critical events that have a potential to contaminate the well field. During emergency events, decisions regarding the operation of the treatment plant shall be made by the Chief Operator and Water Treatment System Superintendent. The Sanitary Engineer and Deputy Sanitary Engineer shall be informed of the potential threat, decisions, and changes in treatment plant operation throughout the course of each event. Contact information can be found in the chain of command located within the Contingency Plan for the Franklin Area Public Water System. The Contingency Plan also addresses the steps to take should the wellfield or one of the production wells is contaminated.

3.3 Emergency Response Strategies

The control strategies in this category are for the purpose of keeping the Warren County Emergency Management Agency (WCEMA) informed on the types and locations of PCS sites that are in the SWAP area. This is important because the WCEMA is the lead contact responsible for coordinating all first responders to prevent a spill or other discharge of groundwater harmful substances. They are intended to aid them in carrying out their charge of protecting the groundwater from contamination due to a spill emergency. The strategies to aid emergency response for controlling groundwater PCS risks and impacts are as follows:

Section 3 – Water Shortage & Emergency Response

1. Provide the SWAP area map to the Warren County Emergency Management Agency (WCEMA) that shows the groundwater TOT zones and GPS coordinates of the wells and PCS sites.
2. Provide WCEMA with contact information of the PCS operators and owners.
3. For other agencies and jurisdictions to notification to WCWS in the event of a spill or release in or near SWAP areas.

Section 4 – Potential Contaminant Source Control Strategies

Control strategies for Potential Contaminant Sources are described and outlined in *Table 4-1*. The table includes a brief description of the strategy for the high and medium risk potential pollution sources, organization or agency that is primarily responsible for implementation, and a general timeframe in which the task should be fulfilled. In addition to addressing specific sources of pollution, the County has included organizational strategies for responding to source water emergencies, regulatory strategies for land use planning and zoning, and strategies for public education and outreach.

The County will continue its ongoing public education program for property owners, residents, and school children that live or work within the aquifer area. To maintain the integrity of the water supply, the County acknowledges the importance of an informed citizenry that is capable of understanding the complex issues surrounding how pollution occurs and how to take preventative action.

Table 4-1: Implementation Strategies, Responsibility & Schedule

Control Strategy Description	Responsibility	Schedule
1. Potential Pollution Source (Point and Non-Point)		
1.1 Active/Inactive Gas Stations & Automotive Service Shops (Franklin Street Maintenance); <ul style="list-style-type: none"> Conduct site visit & review storage and disposal plan for automotive fluids & petroleum products. Inspect containment areas for above ground storage tanks and review monitoring reports for underground storage tanks. 	Warren County Water Treatment Superintendent, WTP Chief Operator, & Warren County Emergency Management Agency	Within 1 year after plan adoption
1.2 Martin Marietta Franklin Gravel <ul style="list-style-type: none"> Review reclamation plans and coordinate on the transfer of the reclaimed site to a governmental entity for public use. Conduct site visits and coordinate with owners regarding site security, drainage, chemical storage and containment and berms 	Warren County Staff Engineer and/or Sanitary Engineer	Within 1 year after plan adoption
1.3 Railways <ul style="list-style-type: none"> Due to the nature of the railroad business, there is not much that a local municipality can do with respect to regulating the railroad. Contact both railroad an attempt to obtain copies of their Emergency Response Plans. 	Warren County Staff Engineer and/or Sanitary Engineer	Within 1 year after plan adoption
1.4 North Well Field <ul style="list-style-type: none"> Continue proper maintenance of chemical and fuel storage tanks and associated containment devices. Coordinate with suppliers regarding best management practices for chemical and fuel deliveries. 	Warren County Water Treatment Superintendent , WTP Chief Operator	Ongoing
1.5 Collect data on high and medium risk PCS sites and compile the information into a centralized GIS-based data management system. Information will include interviews, site visits, and research of agency reports. Reevaluate the risk levels of the PCS sites as additional information is obtained.	WCWS Engineering & GIS staff & Water Treatment Superintendent	Ongoing
1.6 Conduct visits of high and medium-risk PCS sites to: <ul style="list-style-type: none"> become familiar with the facility operations; review best management practices; and educate owners on source water protection 	Warren County Water Treatment Superintendent , WTP Chief Operator, & Warren County Emergency Management Agency	Within 1 year after plan adoption

Section 4 – PCS Control Strategies

Control Strategy Description	Responsibility	Schedule
1.7 Monitor reports such as the BUSTR (Bureau of Underground Storage Tank); EPA-Corrective Action Reports; HMIRS (Hazardous Material information Reporting System); and LUST (Leaking Underground Storage Tanks Incident Report); for information, compliance with regulations and implementation.	Warren County Water Treatment Superintendent and WTP Chief Operator	Annually
1.8 Develop an effective source water monitoring program that may include the installation and/or removal of monitoring wells and annual contaminate sampling.	Warren County Water & Sewer Director & Staff Engineer, Water Treatment Superintendent, and EPA	Ongoing
2. Education and Outreach		
2.1 Submit SWAP Plan to the Warren County Emergency Management Agency, City of Franklin, Municipality of Carlisle, Warren County Combined Health District, and other appropriate agencies for review, input and collaboration. Conduct a coordination meeting with each entity.	Warren County Water & Sewer Director and Water Treatment Superintendent	Within 1 year after plan adoption
2.2 Offer Warren County public education program for school children to help them gain a better awareness to how to protect water resources.	Environmental Education Services, Inc. by contract with Warren County; by the Warren County Soil and Water Conservation District (SWCD)	Ongoing
2.3 Provide display booths at community events, festivals, parks, and other gathering places to present and distribute groundwater awareness and protection information.	Environmental Education Services, Inc. by contract with Warren County; by the Warren County Soil and Water Conservation District (SWCD)	Annually
2.4 Provide groundwater protection information and a SWAP executive summary on the Water and Sewer Department's website.	Warren County Water & Sewer Director and/or Staff Engineer	Ongoing
2.5 Inform residents of the proper procedure for the disposal of household chemicals, automotive fluids and other pollutants.	Warren County Solid Waste Management District	Ongoing through the Solid Waste website.
2.6 Visit Low Risk PCS sites and inform site owners and operators about: <ul style="list-style-type: none"> the relationship between their site, the well heads, and TOT zones; best-management practices; spill and emergency response procedures, and collect data and information on the PCS site. 	Warren County Water Treatment Superintendent, Plant Chief Operator, & WCEMA	Within 1-year after plan adoption; when a new PCS is inventoried; and every 5 years thereafter.
2.7 Install SWAP area identification and response signs along the roads and railways.	Warren County Water Treatment Superintendent, Chief Operator	Completed
3. Emergency Response & Contingency Planning		
3.1 Provide SWAP area map to Warren County Emergency Management Agency that shows the groundwater TOT zones and GPS coordinates of the wells and PCS sites.	Warren County Water & Sewer	Completed and updated as necessary.
3.2 Provide PCS site contact information to the Warren County Emergency Management Agency	Warren County Water & Sewer	Within 1 year after plan adoption and when a new PCS is inventoried.
3.3 Maintain Public Water System Contingency Plans	Warren County Water & Sewer Water Treatment Superintendent	Already in place and ongoing.

Warren County Source Water Assessment & Protection Plan

Franklin Area Public Water System

Control Strategy Description	Responsibility	Schedule
3.4 Establish/maintain policies and intergovernmental agreements for emergency water supply	Warren County Water & Sewer Director	Update existing agreements as needed.
4. Land Use Regulation		
4.1 Work with local jurisdictions to adopt groundwater protection provision in their zoning, subdivision regulations, and land use policies	Warren County Regional Planning Commission with Warren County Water & Sewer Director	Within 2 years after plan adoption
4.2 Identify and address regional groundwater protection issues with OKI Regional Council of Governments and participate in the OKI Groundwater Committee	Warren County Regional Planning Commission with Warren County Water & Sewer Director	Ongoing

Plan Revision

The Plan will be comprehensively reviewed for need of revision at least once every 5 years. Earlier review of the Plan may occur for the following reasons:

- New PCS are identified that not only necessitates updating the inventory, but also requires different control strategies;
- A new TOT zone is established;
- An emergency situation develops;
- Significant groundwater contamination is identified; or
- Other extenuating conditions or circumstances necessitate revisions.

Section 5 – Groundwater Monitoring

At this time, no groundwater monitoring program is needed for the Franklin Area PWS well field. The Warren Country Water and Sewer Department will adopt a groundwater monitoring plan should the need arise due contamination within the aquifer or the presence of a known contaminate is detected.

Resolution

Number 22-1298

Adopted Date August 23, 2022

AUTHORIZE WARREN COUNTY SANITARY ENGINEER OR DEPUTY SANITARY ENGINEER TO PREPARE AND SUBMIT A NOMINATION FORM TO PARTICIPATE IN WATER SUPPLY REVOLVING LOAN ACCOUNT (WSRLA) PROGRAM FOR 2023 AND TO EXECUTE CONTRACTS, AS REQUIRED, FOR THE RICHARD A. RENNEKER GRANULAR ACTIVATED CARBON UPGRADES

WHEREAS, the State of Ohio's WSRLA Program, an account under the Drinking Water Assistance Fund (DWAF) offers financial assistance to public water systems for capital improvements to public infrastructure; and

WHEREAS, the Warren County Water and Sewer Department is planning to make capital improvements to the Richard A. Renneker Treatment Plants, granular activated carbon upgrades; and

WHEREAS, the infrastructure improvement herein above described is considered to be a compliance related and human health related improvement and is a qualified project under the WSRLA program, specifically addressing emerging contaminants; and

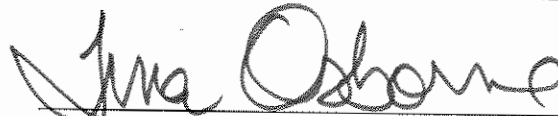
NOW THEREFORE BE IT RESOLVED, that the Warren County Sanitary Engineer is hereby authorized to apply to the State of Ohio by way of the Ohio EPA for loans for capital improvements for the Richard A. Renneker Granular Activated Carbon Upgrades Project.

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 23rd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)