Resolution

Number_24-0997

Adopted Date August 06, 2024

HIRING TAYLOR TOLLE AS FOSTER CARE CASEWORKER I WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Taylor Tolle within the Warren County Department of Job and Family Services, Children Services Division, as Foster Care Caseworker I, pay grade 16, classified, fulltime, permanent, hourly status (40 hours per week), effective August 19, 2024, at a rate of \$22.36 per hour, subject to a negative drug screen, background check, and a 365-day probationary period.

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

Mr. Young – yea Mrs. Jones - yea

Mr. Grossmann - yea

Resolution adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS

H/R

cc:

Children Services (file) T. Tolle's Personnel File OMB - Sue Spencer

Resolution Number 24-0998

Adopted Date August 06, 2024

HIRING BETHLYN RECKER AS FOSTER CARE CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Bethlyn Recker as Foster Care Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status, Pay Grade #16, \$22.39 per hour, effective August 19, 2024, subject a background check, drug screen and a 365-day probationary period; and

BE IT FURTHER RESOLVED, upon completion of CORE and Assessor training Ms. Recker will be reclassed to Foster Care Caseworker II, pay grade #18, \$24.87 with no increase upon meeting probation, as this wage reflects Ms. Recker's prior experience.

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

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

Resolution adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS

H/R

cc:

Children Services (file) B. Recker's Personnel file OMB - Sue Spencer

BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

Resolution Number 24-0999

Adopted Date _ August 06, 2024

HIRING JOHNNA DORSEY AS AN ASSESSMENT/INVESTIGATIVE CASEWORKER II WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Johnna Dorsey within the Warren County Department of Job and Family Services, Children Services Division, as an Assessment/Investigative Caseworker II, pay grade 16, classified, full-time, permanent, hourly status (40 hours per week), effective August 19, 2024, at a rate of \$22.36 per hour, subject to a negative drug screen, background check, and a 365day probationary period.

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

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

Resolution adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS

H/R

cc:

Children Services (file) J. Dorsey's Personnel File OMB - Sue Spencer

Resolution Number 24-1000

Adopted Date _August 06, 2024

ACCEPTING THE RESIGNATION OF EMILY GIBSON, PROTECTIVE SERVICES CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE AUGUST 8, 2024

BE IT RESOLVED, to accept the resignation of Emily Gibson, Protective Services Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, effective August 8, 2024.

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

Mr. Young – yea

Mrs. Jones - yea

Mr. Grossmann - yea

Resolution adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS

cc:

Children Services (file) E. Gibson's Personnel File OMB – Sue Spencer Tammy Whitaker

Resolution Number 24-1001

Adopted Date _August 06, 2024

APPROVING APPOINTMENTS TO THE RURAL ZONING BOARD OF APPEALS

WHEREAS, Jason Schmidt wishes to step down as a member of the board and become an alternate; and

WHEREAS, the current alternate, Jeff Monroe, would like to move up to fill Mr. Schmidt's unexpired term; and

NOW THEREFORE BE IT RESOLVED, to approve the following appointments to the Rural Zoning Board of Appeals:

Moving from Member to Alternate

Jason Schmidt 2185 Wood Rd. Lebanon, OH 45036

term to expire 12/31/27

Moying from Alternate to Member

Jeff Monroe 1655 Peach Tree Drive Lebanon, OH 45036

term to expire 12/31/25

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

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

Resolution adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS

cc:

Appointments file

RZC (file) Appointee L. Lander

BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

Resolution Number 24-1002

Adopted Date __August 06, 2024

CANCELLING THE REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY, AUGUST 08, 2024

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday, August 8, 2024.

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

Mr. Young - yea Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS

/kp

cc:

Auditor v Commissioners' file

Press

Resolution

Number <u>24-1003</u>

Adopted Date August 06, 2024

APPROVING THE EMERGENCY REPLACEMENT TO THE BREAKER ON THE MOTOR CONTROL CABINET OF THE AERATION BLOWER #2 LOCATED AT THE LOWER LITTLE MIAMI WASTEWATER TREATMENT PLANT

WHEREAS, the Water & Sewer Department experienced an equipment failure to motor control cabinet of the Aeration Blower #2 located at the Lower Little Miami Wastewater Treatment Plant; and

WHEREAS, the repair of the breaker is critical and time sensitive to the Wastewater operations as the equipment is used to supply the necessary air to the treatment tanks for sufficient aeration.

NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. 24002049 with Lake Erie Electric, in the amount of \$3565.75 for the replacement of a breaker for motor #2 of the Aeration Blower Control Cabinet located Lower Little Miami Wastewater Treatment Plant. Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS

iad

cc:

Auditor 🗸 Water/Sewer (file)

Resolution

Number 24-1004

Adopted Date _August 06, 2024

APPROVING AND ENTERING INTO A CLEAR GOVERNMENT FRAUD AGREEMENT WITH WEST PAYMENT CENTER - THOMSON REUTERS WEST PUBLISHING

BE IT RESOLVED, to approve and enter into a clear government fraud agreement with West Payment Center - Thomson Reuters West Publishing; said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS

cc:

c/a—West Payment Center - Thomson Reuters West Publishing

Commissioner file OMB - Sue Spencer



Order Form

Order ID: Q-08372434

Contact your representative tia. williams@thomsonreuters.com with any questions. Thank you,

Subscriber Information

Sold To Account Address Account #: 1000258432 WARREN COUNTY COMMISSIONERS CLEAR ACCT 406 JUSTICE DR

LEBANON OH 45036-2385 US

"Customer"

Shipping Address

Account #: 1000258432 WARREN COUNTY COMMISSIONERS CLEAR ACCT 406 JUSTICE DR LEBANON OH 45036-2385 US Billing Address

Account #: 1000258432 WARREN COUNTY COMMISSIONERS CLEAR ACCT 406 JUSTICE DR LEBANON, OH 45036-2385 US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: https://www.tr.com/trorderinginfo

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here: http://tr.com/federal-general-terms-and-conditions apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (http://tr.com/us-generalterms-and-conditions) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
41308780	CLEAR Proflex	\$516,60	36

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that mouth, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

The Federal Product Specific Terms can be found here: http://tr.com/federal-product-specific-terms

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Confidentiality of Ordering Document. You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

Regulated Data. Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages cause by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

CLEAR Fixed Rate Usage: If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Batch Usage: If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the thencurrent 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at http://legalsolutions.com/schedule-a-clear.

Existing Vigilant Subscribers: We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Enterprise Law Enforcement Subscribers: You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

CLEAR Subscribers via an Alliance Partner. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Signature for Order ID: Q-08372434

ACKNOWLEDGEMENT Q-08372434

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

Signature of Authorized Representative for order

President 8/11/11

Printed Name

This Order Form will expire and will not be accepted after 8/30/2024 CT.

Adam M. Nice, Asst. Prosecutor

Approved as to form,
CalMITi 7/25/24



Attachment

Order ID:Q-08372434

Contact your representative tia.williams@thomsonreuters.com with any questions. Thank you.

Order ID: Q-08372434

Payment, Shipping and Contact Information

Payment Method:

Payment Method: Bill to Account Account Number: 1000258432 This order is made pursuant to: Order Confirmation Contact (#28)
Contact Name: Spencer, Susan
Email: susan.spencer@co.warren.oh.us

		ProFlex Multiple	e Location Details	
Account Number	Account N	Name	Account Address	Action
		ProFlex Pr	oduct Details	
Quantity	Unit	Service Material #	Descri	otion

Quantity	Unit	Service Material #	Description	
_ <u> </u>	Each	41308780	CLEAR Proflex	
25	Alerts	41343547	CLEAR Alerting Pro Addon	
2	Seats	41448992	CLEAR for Government Fraud	
· · · · · · · · · · · · · · · · · · ·				

	Acce	ount Contacts	<u></u>
Contac	t Name	Email Address	Customer Type Description
SUSAN SPENCER		susan.spencer@co.warren.oh.us	CLEAR PRIMARY CONT
SUSAN	SPENCER	susan,spencer@co.warren.oh.us	EML PSWD CONTACT

		IP Addres	s Information		
From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
1.1.1.1					

Sub Material	Quantity	Active Subscription to be Lapsed
41343547	1	CLEAR Alerting Pro Addon
41448992	2	CLEAR for Government Fraud
41308780	i	CLEAR Proflex

Charges During Minimum Term

	Charges During Minminin Term									
Material #	Product Name	Monthly Year 1 Charges	% incr Yr 1-2*	Monthly Year 2 Charges	% iner Yr 2-3*	Monthly Year 3 Charges	% incr Yr 3 4*	Monthly Year 4 Charges	% iner Yr 4-5*	Monthly Year 5 Charges
41308780	CLEAR Proflex	\$516.60	5.00	\$542.43	5,00	\$569.55	N/A	\$N/A	N/A	\$N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing

Customer Credentialing & Onsite Inspection FAQs



Respecting information privacy and security is an integral part of Thomson Reuters culture and values. CLEAR® and Public Records on Westlaw, including People Map and Company Investigator, are investigative and legal research products that include personally identifiable information (e.g., name, address, phone number) and sensitive personal information (e.g. Social Security Numbers, DOB, Driver's License Number, etc.). Prior to providing access to this sensitive data, Thomson Reuters believes that it is vital to know who our customers are and to understand their need to access consumer PII and sensitive PII. This credentialing process also ensures that our customers are getting the most out of their public records subscriptions.

WHO IS SUBJECT TO CREDENTIALING?

Customers seeking access to people-related content within our public records products will be required to successfully complete our credentialing process and, unless excepted, undergo a physical onsite inspection. It is through our credentialing process that we validate that the customer is a legitimate business entity and that it has an appropriate need for this information. Our credentialing process allows Thomson Reuters to include higher quality data in CLEAR and Westlaw Public Records.

WHAT DOES THE CREDENTIALING TEAM REVIEW?

Each customer is asked to complete the appropriate Account Validation and Certification (AVC) form and to provide the certain information about their business and their use of the product. Examples of information we ask for include:

- •SUBSCRIBER INFORMATION: Full legal name of the business, location and contact information, and IP address information
- •ACCOUNT INFORMATION AND DATA USE: Business structure, business licensing, principal information, length of existence, and questions regarding how our data will be used
- •BUSINESS TYPE CERTIFICATION (Corporate and Law Firms only): Corporate and Law Firm subscribers indicate their type of business.
- PERMISSIBLE USE SELECTIONS: Gramm-Leach-Bliley Act and Drivers Privacy Protection Act permissible use certifications
- CERTIFICATIONS: Additional certification around the use of Thomson Reuters data, include express prohibitions against using the data for any purpose governed by the Fair Credit Reporting Act

IS CREDENTIALING A COMMON PRACTICE IN THE INDUSTRY?

Yes, other organizations offering access to content containing sensitive personal information likely have similar customer vetting programs in place.

WHO PERFORMS THE BUSINESS REVIEW AND THE ONSITE INSPECTION?

The information provided on your AVC form will be reviewed by our internal credentialing team and the onsite inspection will be conducted by an authorized third party. To coordinate the onsite inspection, one of these entities will call you directly to arrange a convenient day and time for the visit.

WHAT IS THE SCOPE OF THE ONSITE INSPECTION?

The inspector will seek to verify that there are safeguards in place to keep Thomson Reuters data safe and confidential. The scope of the inspection will include:

- PHYSICAL SECURITY: Are there sufficient controls in place to prevent the unauthorized external access to the customer's facility?
- INTERNAL SECURITY: Are there sufficient internal controls in place to protect and control physical access to Thomson Reuters data?
- DATA SECURITY: Are the customer's systems, storage methods, and data destruction appropriate to secure Thomson Reuters data?
- INFORMATION CONFIRMATION: Does the customer's physical business match the disclosed use case and business type on the AVC form? Are there any discrepancies between what was provided on the AVC form and findings from the actual onsite inspection?
- PHOTOGRAPHS: For audit purposes, our onsite inspectors are required to take photos of the customer's site to substantiate the onsite report and will include: (1) end user workspaces, (2) document storage security protocol, (3) document destruction protocol, and (4) physical location of the commercial location.

HOW MUCH TIME DOES A TYPICAL ONSITE INSPECTION TAKE?

The onsite inspection will last approximately 30 minutes, during which time the inspector will ask certain questions and gather certain observations intended to validate the information provided on the AVC form. As is customary in the industry: the inspector will take a few photos of the premises, internal and external, in order to document the customer's physical location as well as security measures and safeguards. At the time of the inspection, it is important that the customer assign an individual or individuals capable of answering pertinent questions to meet with the inspector.

Thomson Reuters is not a consumer reporting agency and none of its services or the data contained therein constitute a 'consumer report' as such term is defined in the Federal Fair Credit Reporting Act (FCRA), 15 U.S.C. sec. 1681 et seq. The data provided to you may not be used as a factor in consumer debt collection decisioning, establishing a consumer's eligibility for credit, insurance, employment, government benefits, or housing, or for any other purpose authorized under the FCRA. By accessing one of our services, you agree not to use the service or data for any purpose authorized under the FCRA or in relation to taking an adverse action relating to a consumer application.



Subscriber Information Account Number (if applicable) 1000258432														
Full Legal Name/Entity WARREN COUNTY COMMISSIONERS														
Business Unit/Dept/Agency														
The applicant's address below is (please check one): a Commercial Location	home-b	ased busin	ess)	_										
Street Address 406 Justice Dr City Lebanon Country (if not US) US State OH Zip 45036-2385														
							Main Organization Telephone Location/Contact/Ext Telephone							
							Cell Phone (if no land line available) Email Address							
							Website Check here if no website available							
West products have implemented Multi-Factor Authentication and in order to access the public records products you must supply a valid External IP Address or IP Range belonging to your organization that meets the following requirements: IP Addresses assigned to jurisdictions outside the United States or West-approved U.S. Territories are prohibited IP Addresses will not be accepted from the following ranges which are reserved by the Internet Assigned Numbers Authority for special use or private networks: 10.0.0.0 - 10.255.255.255, 127.0.0.0 - 127.255.255.255, 172.16.0.0 - 172.31.255.255, 192.168.0.0 - 192.168.255.255, 169.254.0.0 - 169.254.255.255. All IP addresses must be IPv4 addresses. If you do not know your External IP address(es), try the following: O Contact your network administration, firewall or security team O Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.) Go to the following URL in your browser: http://tools.whois.net/yourip/ or http://www.whatismyip.com to identify your external IP address (NOTE: If you have multiple IP addresses, this tool will only detect one IP address)														
Internet Service Provider Name: IP Address:														
IP Address Range: Beginning IP Address; Ending IP Address:														
				ı										
Beginning IP Address: Ending IP Address:	_			—										
ALL REQUESTED INFORMATION MUST BE PROVIDED OR YOUR ORDER MAY BE DELAYED OR PRODUCT	ACCE.	SS LIMITI	<u>ED</u>											
SUBSCRIBER INFORMATION														
Select Type of Government Select Type of Academic Institution														
☐ US - Federal ☐ Privately Funded Academic Insti	tution (non-goven	inient fi	unded)										
☐ US – State ☐ Government Funded Academic In	nstitutio	on												
US – Local														
Tribal Government (Please describe)														
Other Government:														
(Please describe)														
DATA USE INFORMATION														
Do your end users have arrest powers?		No		Yes										
Will you be using the product in relation to the collection of consumer debt (i.e., financial obligations of a consumer relating to a transaction for personal, family, or household purpose)?	₽′	No		Yes										
Will you have end users at any location other than listed above? - If yes, please attach a completed Addendum to Account Validation and Certification Form - Multiple Locations.	₽	No		Yes										
Are you requesting "unmasked data" or full display of full Security Numbers, full Date of Birth and/or Driver's License tuformation?	Ø	No		Yes										
- If yes, please attach a completed Addendum to Account Validation and Certification Form - Unmasked Data Request Will you be using the product, in whole or part, for any consumer-initiated application in order to determine and individual's eligibility for employment, credit, housing, insurance for personal, family, household or government benefit-related purposes?	Q [′]	No		Yes										
If you are using World-Check data in order to screen an individual, either in their individual capacity or in relation to a business, to	If you are using World-Check data in order to screen an individual, either in their individual capacity or in relation to a business, to determine whether to enter into a business relationship, you understand and agree that you must direct your search subject to the World-Check Privacy Statement located at https://www.refinitiv.com/en/products/world-check-kyc-screening/privacy-statement.													

Describe in detail your purpose/use case for using this product:						
PERMISSIBLE USE SELECTIONS						
Permissible Use under Gramm Leach Bliley Act Your use of certain consumer data within the product is limited by the U.S. Gramm-Leach-Bliley Act (15 U.S.C. 6801 et. seq.). In order to access this data, you must indicate your permissible use(s) below. If you do not have a permissible use, you must select the "no permissible use" option.						
You certify there is no permissible use.						
For use by a person holding a legal or beneficial interest relating to the consumer.						
For use in complying with federal, state, or local laws, rules, and other applicable legal requirements.						
For use as necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.						
For use in complying with a properly authorized civil, criminal, or regulatory investigation, subpoena, or summons by federal, state, or local authorities.						
For use to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability.						
For use by any Law Enforcement Agency, self-regulatory organizations or for an investigation on a matter related to public safety.						
To persons acting in a fiduciary or representative capacity on behalf of the consumer.						
For required institutional risk control or for resolving consumer disputes or inquiries.						
With the consent or at the direction of the consumer.						
Permissible Use under Drivers Privacy Protection Act Your use of certain driver's record and vehicle data is limited by the U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.). In order to access this data, you must indicate your permissible use(s) below. If you do not have a permissible use, you must select the "no permissible use" option.						
You certify there is no permissible use.						
For official use by a Court, Law Enforcement Agency or other Government agency.						
To verify or correct information provided to you by a person in order to prevent fraud, pursue legal remedies or recover a debt; skip tracing.						
For use in connection with a civil, criminal or arbitral legal proceeding or legal research.						
For use in connection with an insurance claims investigation or insurance antifraud activities.						
NEXT STEPS						
 The information provided on this AVC form will be reviewed by our internal credentialing team and, if required, an onsite inspection will be conducted by Thomson Reuters authorized third party. To coordinate the onsite inspection, the third party will contact you directly to arrange a convenient day and time for the visit. Law enforcement agencies and federal and state government agencies are not required to complete an onsite inspection. The inspector will seek to verify, among other things, the physical, technical and/or administrative safeguards in place to keep Thomson Reuters data safe and confidential. The onsite inspection will last approximately 30 minutes, during which time the inspector will ask certain questions and gather observations intended to validate the information provided on this AVC Form. In addition, as is customary in the industry, the inspector will take a few photos of the premises, internal and external, to document your physical location as well as security measures and safeguards. At the time of the inspection, it is important that you assign an individual(s) capable of answering pertinent questions to meet with the inspector. 						
Please provide the name and phone number of the person you would like us to contact to schedule the required on-site inspection (s). Telephone Number:						
Name Email:						
Has Thomson Reuters onsite inspected any of your locations in the last 6 months?						
Account Number Account Number						
If yes, approximately when was the onsite performed						
CERTIFICATIONS						
By signing below, you certify that: YOU UNDERSTAND THAT THOMSON REUTERS IS NOT A CONSUMER REPORTING AGENCY AND THIS SERVICE DOES NOT CONSTITUTE A						

• YOU UNDERSTAND THAT THOMSON REUTERS IS NOT A CONSUMER REPORTING AGENCY AND THIS SERVICE DOES NOT CONSTITUTE A "CONSUMER REPORT" AS SUCII TERM IS DEFINED IN THE FEDERAL FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C.A. §§ 1681 ET SEQ. YOU ARE STRICTLY PROHIBITED FROM USING ANY DATA, IN WHOLE OR IN PART, AS A FACTOR IN ESTABLISHING A CONSUMER'S ELIGIBILITY FOR CREDIT, INSURANCE, EMPLOYMENT, OR FOR ANY OTHER PURPOSE AUTHORIZED UNDER THE FCRA OR AS THE BASIS FOR TAKING ADVERSE ACTION REGARDING ANY CONSUMER APPLICATION.

End users will access and use the data, including personally identifiable information, in accordance with all applicable laws, rules, and regulations. No individual shall access records that require a permissible use unless such a permissible use exists. It is your responsibility to seek guidance and clarification in case of any questions about the proper use of a product. YOU ARE RESPONSIBLE FOR ANY UNAUTHORIZED COLLECTION, ACCESS, USE, AND DISCLOSURE OF ANY DATA ACCESSED THROUGH OUR PRODUCTS.

• You will ensure that Thomson Reuters products are accessed and used in a manner that always preserves the strict confidentiality of all data. You agree to put processes in place to ensure that you and all authorized users comply with the following both when working from your authorized business location(s) and remotely: (1) products will only be accessed through password protected Wi-Fi networks, virtual private networks, and other secure applications and methods of communications, (2) all security measures on laptops and other devices will be activated before accessing our products, (3) authorized users will never extract or store data remotely on laptops or mobile devices, (4) authorized users will not write down or maintain any data in an unsecure fashion in any form, (5) laptops or device screens will not be visible through

exterior windows when accessing our products, (6) authorized users will not access products in a public areas or where conversations could be overheard, and (7) authorized users will not allow anyone to user their work laptop or other device for any reason.

You will maintain a comprehensive information security program, including systems, facilities, and procedures to safeguard the data and that you have experience in maintaining the confidentiality, security, and appropriate use of such information.

You agree to immediately notify Thomson Reuters of any actual or suspected breach or access to data that may result in the unauthorized collection, access, use or disclosure of any data. You agree to make all reasonable efforts to assist Thomson Reuters and our data providers in relation to any investigation, claim, litigation or other action related to your access, use or disclosure of data.

You and your end users are not and will not be involved in credit fraud, identification theft, stalking, harassment, any unethical business practices or illegal activity nor will you further such activities by your customers.

All information provided on this AVC Form and addendum(s) is true and correct and is applicable to all of your authorized users and locations. You will immediately notify Thomson Reuters of any changes to the information provided in this form or during the credentialing process, including location changes. You understand that Thomson Reuters may periodically require you to re-certify the information provided herein.

You are an authorized signatory for this account.

Once this document is completed and signed by an authorized representative, please provide it to your West Sales Consultant with a signed order or fax it to 866-294-1042 or email to west avteredentials@thorison.com.

All information is subject to verification and approval by Thomson Reuters.

Approved As to Form,

MM 21 7/25/24

Adam M. Nice, Asst. Posecutor

BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

Resolution Number 24-1005

Adopted Date _August 06, 2024

APPROVE ADDENDA TO AGREEMENT WITH STEP HIGHER INC.-NELLA'S PLACE 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 addenda to agreement with Step Higher Inc.-Nella's Place relative to home placement and related services for calendar year 2024-2025, on behalf of Children Services as attached hereto and made a part hereof:

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

Mr. Young – yea Mrs. Jones - yea

Mr. Grossmann - yea

Resolution adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS

cc:

c/a - Nella's Place

Children Services (file)

Ohio Department of Job and Family Services

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

ADDENDA TO AGREEMENT

The following addendum sets forth the terms and conditions between the parties for services for children involved with the agency named below:

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

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

And Step Higher Inc.-Nella's Place hereinafter "Provider," whose address is:

Step Higher Inc.-Nella's Place 1610 California Ave Cincinnati, OH 45237

Collectively the "Parties".

Contract ID: 19394986

Originally Dated: 06/01/2024 to 05/31/2025

Ohio Department of Job and Family Services

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

Addenda Number 1:

Addenda Reason:

Other

Addenda Begin Date:

06/01/2024

Addenda End Date: Increased Amount:

Article Name:

Addenda Reason Narrative:

The wrong Title IV-E Schedule A Rate Information sheet was attached to the new contract when it was approved. Need to state that the old one be removed and replaced with the correct rate sheet.

Contract ID: 19394986 Warren County Children Services / Step Higher Inc.-Nella's Place

SIGNATURE OF THE PARTIES

Provider: Step Higher IncNella's Place		
Vanelle S Hocker	Bignature W	
Agency: Warren County Children Services		/ / /
Print Name & Title Slower Director	Signature Signature	7-30-24
Additional Signatures		,
David G Joung	Signature **	8/6/24

APPROVED AS TO FORM

Kathyn M. Horvath
Asst. Prosecuting Attorney

Resolution Number 24-1006

Adopted Date August 06, 2024

ENTERING INTO A PERMANENT EASEMENT AGREEMENT WITH JACK LEE SAYRE AND LAVONNA BONNIE SAYER FOR THE DRY RUN ROAD BRIDGE #81-1,22 REPLACEMENT PROJECT

WHEREAS, in order to improve Dry Run Road Bridge #81-1.22, it is necessary to construct a bridge replacement project, and in order to do this work, it is necessary to enter onto property, which is owned by Jack and Lavonna Sayre, grantors; and

WHEREAS, in order to accomplish the foregoing, it is necessary to obtain a permanent easement from the property owner; and

WHEREAS, the land for the permanent easement is as follows:

Permanent Easement – 1-SH- 0.043 acres

WHEREAS, the negotiated price for the permanent easement is \$850.00.

NOW THEREFORE BE IT RESOLVED, to enter into a permanent easement agreement, a copy of which is attached hereto and made a part hereof, with Jack and Lavonna Sayre for the Dry Run Road Bridge #81-1.22 project for the sum of \$850.00.

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

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

Resolution adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS

cc:

c/a-Sayre, Jack and Lavonna

Engineer (file) Easement file Recorder (certified)

EASEMENT AGREEMENT IN THE NAME OF AND FOR THE USE OF THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS P.I.N. #13-32-200-017 (Pt.)

ARTICLES OF AGREEMENT

This Agreement is entered into the date stated below by Jack Lee Sayre (aka Jackie Lee Sayre), a married man, whose tax mailing address is 2992 Dry Run Road, South Lebanon, Ohio 45065 and Lavonna Bonnie Sayre (aka Levonna Bonnie Sayre), an unmarried woman, whose tax mailing address is 421 S South Street, Wilmington, Ohio 45177 (the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "Grantee").

The Purpose of this Agreement is to obtain the necessary exclusive permanent easement for the Dry Run Road Bridge #81-1.22 Replacement Project, being a part of a public roadway open to the public without charge.

That the Grantors, for and in consideration of the sum of Eight Hundred and Fifty Dollars (\$850.00) and other considerations to them paid by the Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain and sell, convey and release to the Grantee, its successors and assigns, exclusive permanent easement for the purpose of constructing and maintaining the necessary project improvements, in, on, over and under lands situated in Section 32, Town 5, Range 3, Union Township, Warren County, State of Ohio, and limited to the area more particularly described as follows:

EXCLUSIVE PERMANENT EASEMENT LEGAL DESCRIPTION
See Exhibit "A" for details.
See Exhibit "B" for drawing.

The exclusive and permanent highway easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall run with the land.

Grantors shall have the right to repurchase this property interest for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantors decline to repurchase the property; (ii) the Grantors fail to repurchase the property within sixty (60) days after the Grantee offers the property for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of this Easement Agreement. The Grantors' right of repurchase is not assignable, nor does it run with the land.

Upon completion of the project, the Grantee agrees to restore any disturbed property, with the exception of any trees, tree limbs and brush that are removed, to its original condition, but not better than any pre-existing condition. Removal of any trees or brush will be kept to the minimal required for construction.

Grantors waive an appraisal and/or summary of an appraisal required by Ohio Rev. Code § 163.04 (C), as permitted by the policy of the Warren County Board of Commissioners, adopted as Resolution No. 15-0377.

[the remainder of this page is blank]

GRANTORS

IN EXECUTION WHEREOF, Grantor, Jack Lee Sayre, and his wife Deborah Sayre (for purposes of releasing dower), and Lavonna Bonnie Sayre have hereunto set their hands of
the date stated below.
SIGNATURE:
PRINTED NAME: Jack Lee Sayre
DATE: 07-27-24
SIGNATURE: L) lu Carl
PRINTED NAME: Deborah Sayre
DATE: 7/27/2024
STATE OF Ohio, COUNTY OF Warren, ss.
BE IT REMEMBERED, on this 27 day of, 20 24, before me, the subscriber, a Notary Public in and for said state, personally came individuals known or proven to me to be Jack Lee Sayre, a Grantor in the foregoing Agreement, and his wife, Deborah Sayre,
and acknowledged the signing thereof to be their voluntary act and deed. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).
Jordan Alexander McMuller Notary Public, State of Ohio My Commission Expires
Morary Public January 25, 2028

[continued on the next page for signatures only]

signature Lavonna Bornie,	Saire
PRINTED NAME: <u>Lavonna Bonnie Sayre</u>	

STATE OF Oho , COUNTY OF Winto , ss.

BE IT REMEMBERED, on this May of ________, 20 2 f______, before me, the subscriber, a Notary Public in and for said state, personally came the individual known or proven to me to be Lavonna Bonnie Sayre, a Grantor in the foregoing Agreement, and acknowledged the signing thereof to be her voluntary act and deed. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

Notary Public

Sarah Pennington
Notary Public
In and for the State of Ohio
My Commission Expires
June 24, 2026

GRANTEE

IN EXECUTION WHEREOF, the Warren Confidence herein, have caused this agreement to be executed whose title is President or Vice-President, on the date Number 24-1004, dated 8/4/24. This is compliance with R.C. 147.542 (D)(1).	e stated below, pursuant to Resolution
	Signature: * M
	Printed Name: David 6 Young
	Title: President
	Date: 8/4/24
STATE OF OHIO, WARREN COUNTY, ss.	
BE IT REMEMBERED, that on this the subscriber, a Notary Public in and for said state, or proven to me to be	personally came a certain individual known, President or Vice-President of the Warren Grantee in the foregoing Agreement, and
Notary Jublic	NOTARY PUBLIC • STATE OF OHIO Comm. No. 2017-RE-687973 My Commission Expires Dec. 26, 2027
Prepared by:	

DAVID P. FORNSHELL, PROSECUTING ATTORNEY WARREN COUNTY, OHIO

Bruce A. McGary, Assistant Prosecutor 520 Justice Drive, 2nd Floor

Lebanon, OH 45036 Ph. (513) 695-1384

Fx. (513) 695-2962

Email: bruce.mcgary@warrencountyprosecutor.com

Jack Lee Sayre and Levonna Bonnie Sayre Standard Highway Easement – 1SH

For Bridge No. WAR-TR81-1.22, Dry Run Road over Dry Run

PIN #13-32-200-017

Situated in Section 32, Town 5, Range 3, M.R.S, Union Township, Warren County, Ohio, along Dry Run Road at the crossing over Dry Run, being part of a 37.9875 acre tract conveyed to Jack Lee Sayre & Levonna Bonnie Sayre by deed recorded in O.R. 4912 PG. 590 in the Warren County Recorder's Office and being more particularly described as follows:

Commencing at the northeast corner of Section 32, thence with the Grantor's east line and the east line of Section 32 southerly 975 feet more or less to the Grantor's southeast corner;

thence with the Grantor's south line, westerly 2384 feet more or less to the Grantor's southwest corner;

thence on the Grantor's west line, North 18° 50′ 36″ East 186.22 feet to a point in the existing southerly right-of-way line of Dry Run Road recorded in Official Record 115 Page 654;

thence on the right of way line North 56°48'20" East, 37.02 feet, to Point of Beginning of this easement.

Thence continuing on said existing right of way line North 56°48'20"East 42.32';

thence continuing on said right of way line South 80°51′18" East 60.46 feet to a point in the existing easterly right of way line of Dry Run Road;

thence on a new easement line South 09°08'42" West 9.31 feet;

thence on a new easement line South 75°14'20" West 57.42 feet;

thence on a new easement line North 74°56′20″ West 39.46′ to the Point of Beginning, containing 0.043 acres (1852 square feet), more or less.

The bearings for this description are based on Ohio State Plane Coordinates, South Zone, NAD83 (2011) by GPS utilizing ODOT VRS. This legal description is based on a field survey conducted by Fishbeck in 2022 and on a survey by Jim Ballenger dated 2-9-2011 and filed in Survey Volume 137 Page 24. This legal description was prepared by Casey Walter, P.S., Ohio Registration Number 8156, of Fishbeck, 10856 Reed Hartman Highway, Suite 175, Cincinnati, Ohio 45242.

Casey Walter

7-17-2023

Casey Walter

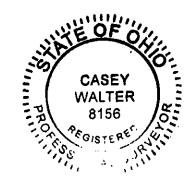
Date

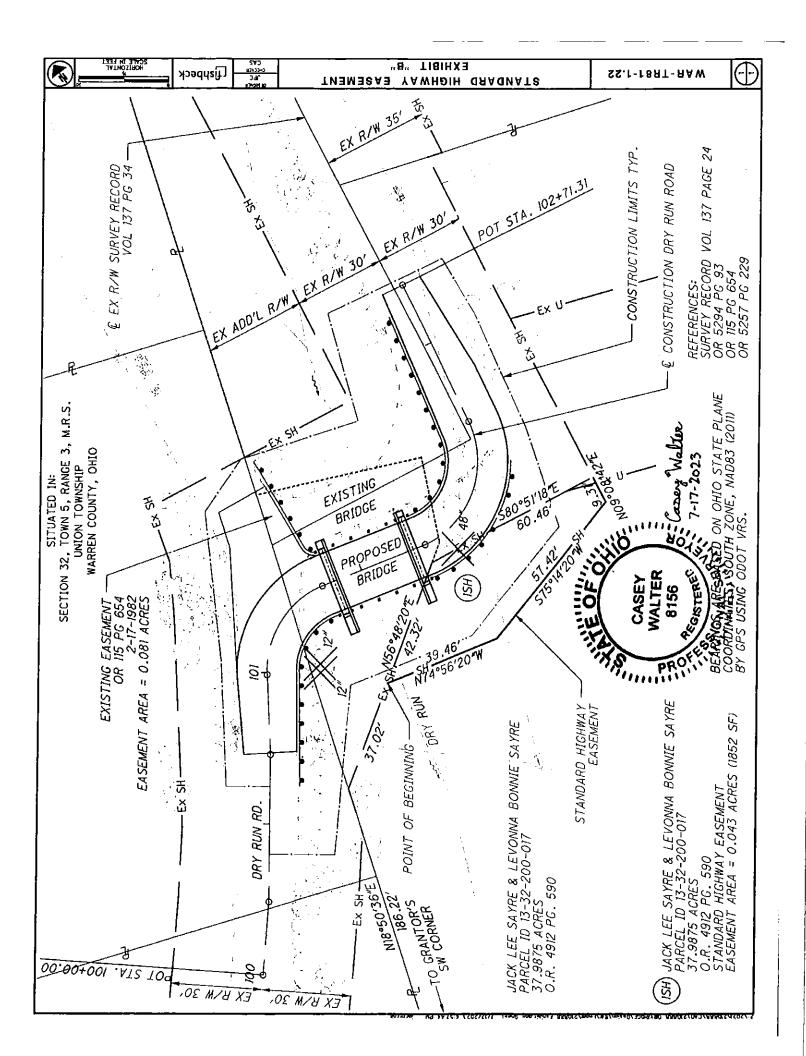


10856 Reed Hartman Highway, Suite 175

Cincinnati, Ohio 45242

(513) 469-2370





Resolution Number 24-1007

Adopted Date August 06, 2024

AUTHORIZING THE COUNTY ENGINEER TO EXECUTE OHIO DEPARTMENT OF TRANSPORTATION LPA FEDERAL/STATE EXCHANGE PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE TOWNSHIP LINE ROAD BRIDGE #134-3.76 REPLACEMENT PROJECT (PID #118471) OVER NEWMANS **RUN**

WHEREAS, the Warren County Engineer determined that the Township Line Road Bridge #134-3.76 over Newmans Run needs to be replaced and improved; and

WHEREAS, in 2022 the Warren County Engineer applied for, and received, Federal LBR (County Local Bridge Replacement) Funding administered by ODOT for the bridge replacement and roadway improvements on Township Line Road (Township Line Road Bridge #134-3.76 Replacement Project - PID #118471) between Lower Springboro Road and SR 73 to be constructed and funded in 2025; and

WHEREAS, it is necessary to enter into an Ohio Department of Transportation LPA Federal/State Exchange Project Agreement with ODOT in order for the County Engineer to bid out and complete the construction of the project and for ODOT to exchange the project funding from Federal to State Funding and to reimburse the County Engineer for the State LBR share of the project costs, which is 95% of the eligible costs, up to a maximum of \$715,730.

NOW THEREFORE BE IT RESOLVED, to Authorize the County Engineer to execute an Ohio Department of Transportation LPA Federal/State Exchange Project Agreement (Agreement #38559 - as attached hereto and made a part hereof) with ODOT for the Township Line Road Bridge #134-3.76 Replacement Project (PID #118471) over Newmans Run.

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

Mr. Young - yea Mrs. Jones – yea

Mr. Grossmann - yea

Resolution adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS

c/a—Ohio Department of Transportation (ODOT)

Engineer (file)

cc:

WAR CR 134 3.76 Township Line RD COUNTY-ROUTE-SECTION

118471 PID NUMBER

38559_____AGREEMENT NUMBER

N72KMGE1KEM5 DUNS Number

LPA FEDERAL/STATE EXCHANGE PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, (ODOT), 1980 West Broad Street, Columbus, Ohio 43223 and Warren County Engineer's Office (LPA), 210 W Main Street, Lebanon, Ohio 45036.

1. PURPOSE

- 1.1 Section 5501.03(A)(3) of the Ohio Revised Code (ORC) provides that ODOT may coordinate its activities with those of other appropriate state departments, public agencies, and authorities, and enter into any contracts with such departments, agencies, and authorities as may be necessary to carry out its duties, powers, and functions.
- 1.2 ORC 5501.11(A)(4), with respect to highways, states that ODOT shall cooperate with the counties, municipal corporations, townships, and other subdivisions of the State in the establishment, construction, reconstruction, maintenance, repair, and improvement of the public roads and bridges.
- 1.3 ORC 5501.03 (D) provides that the Director of Transportation (Director) may enter into contracts with public agencies including political subdivision, other State agencies, boards, commissions, regional transit authorities, county transit boards, and port authorities, to administer the design, qualification of bidders, competitive bid letting, construction, inspection, research, and acceptance of any projects or transportation facilities administered by ODOT, provided the administration of such projects or transportation facilities is performed in accordance with all applicable state and federal laws and regulations with oversight by ODOT.
- 1.4 Pursuant to ORC 5531.08(C), upon a written determination by the Director that it would be in the best interests of the traveling public, the Director, upon the written request of a county, township, or municipal corporation, may declare a waiver of that portion of the construction cost of a highway project which a county, township, or municipal corporation normally would be required to pay. This is to enable the counties of the state to plan, maintain, and repair their roads or to enable the municipal corporations to plan, construct, reconstruct, repave, widen, maintain, repair, clear, and clean public highways, roads, and streets.
- 1.5 The Replacement of Bridge WAR-CR 134-3.76 (SFN: 8332991) with a three-sided precast culvert. (PROJECT) is a transportation activity eligible to receive State funding.
- 2. LEGAL REFERENCE AND COMPLIANCE
- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
 - A. STATE
 - ORC 102.03

- ORC 153.65 -153.71
- ORC 2921.42 and 2921.43
- ORC 5501.03(A)(3) and (D)
- ORC 5501.11(A)(4)
- ORC 5531.08(C)Ohio Administrative Code (OAC) 4733-35-05

B. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- ODOT's Construction and Material Specifications Manual
- ODOT's Construction Administration Manual of Procedures
- · ODOT's Local-let Manual of Procedures
- 2.2 The LPA shall comply with all applicable State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.
- 2.3 The LPA shall have on file a completed and approved Local-let Participation Requirement Review Form (FORM) before the first required submission of the Project's Stage Plan Set. Failure to comply will result in the delay of the Federal Authorization for Construction, until the FORM has been completed and approved. Failure to submit a completed FORM will result in the PROJECT reverting to ODOT-let and the LPA will be prohibited from participating in the Local-let Program, until the FORM is completed and approved by ODOT.

3. <u>FUNDING AND PAYMENT</u>

- 3.1 The total cost for the PROJECT is estimated to be \$ 700,000. ODOT shall provide to the LPA 95 percent of the eligible costs, up to a maximum of \$715,730 in State funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager and cannot be used as an LPA's match. Unless otherwise provided, funds provided by ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements, including construction engineering costs. Ohio Revised Code does not allow for the payment of environmental engineering, final engineering and real estate acquisition.
- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns and contractor claims.
- 3.3 This section pertains only to FEDERAL/STATE EXCHANGE Projects ODOT retains any and all Bridge Credit generated through this program. Information must be submitted to and maintained by the Office of Payroll and Project Accounting.
- 3.4 If the LPA seeks to use Federal funds for the PROJECT identified above, the LPA must first obtain a determination from ODOT whether the use of Federal funds is permitted.
- 3.5 All funding from ODOT under this Agreement operates on a reimbursement basis. The LPA shall review and/or approve all contractor invoices for materials, equipment, and labor prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT.
- 3.6 The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for reimbursement of the State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of

- quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 3.7 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor (Contractor*), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.
- The LPA shall certify in writing that the PROJECT was developed and delivered in compliance with the terms, conditions and requirements of the PROJECT Agreement with his/her Professional Engineer's seal and signature. The LPA shall then provide the final report to the ODOT District within six (6) months of the physical completion date of the PROJECT so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the District prior to the end of the six (6) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, then this process must be repeated until the PROJECT is completed. Failure to follow this process may result in the immediate close-out of the PROJECT and loss of further funding.
- 3.9 Payment or reimbursement to the LPA shall be submitted to:

Neil F. Tunison, P.E., P.S.	
Warren County Engineer	
210 W. Main Street	
Lebanon, OH 45036	•

4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.
- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the State funds involved.
- 4.3 The LPA agrees to: install and/or repair, prior to the construction commencement date of the PROJECT, all curb ramps which are necessary to ensure compliance with the Americans with Disabilities Act (ADA).
- The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The recognized set of written design standards may be either the LPA's formally written local design standards that have been **reviewed and accepted** by ODOT **or** ODOT's Design Manuals and the appropriate AASHTO publication. Notwithstanding the foregoing, for projects that contain a high crash rate or areas of crash concentrations, ODOT may require the LPA to use a design based on ODOT's L&D Manual. The LPA shall be responsible for ensuring that any standards used for the PROJECT are current and/or updated. The LPA shall be responsible for informing the District LPA Manager of any changes.
- 4.5 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the PROJECT Design Engineer and serve as the LPA's principal representative for attending to PROJECT responsibilities, or engage the services of a prequalified ODOT consultant

who has been chosen using a Qualification-Based Selection (QBS) process as required pursuant to ORC 153.65 - 153.71. The prequalified list is available on the ODOT web page at www.dot.state.oh.us/DIVISIONS/PRODMGT/CONSULTANT

4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. <u>ENVIRONMENTAL RESPONSIBILITIES</u>

- In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act (NEPA)and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.
- If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Prequalified Consultant through a QBS process. The prequalified list is available on the ODOT web page at http://www.dot.state.oh.us/CONTRACT. If the LPA hires a prequalified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of NEPA, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- The LPA shall submit a Notice of Intent to the Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one (1) acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-let LPA projects, they may use an alternative post-construction Better Management Practices (BMP) criterion with Ohio EPA approval.

6. RIGHT-OF-WAY (R/W)/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All R/W acquisition activities shall be performed by the LPA in accordance with State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and acquired R/W is required for this PROJECT, the LPA shall certify that the R/W has been acquired in conformity with State laws, regulations, policies, and guidelines. As specified in ODOT's Real Estate Policy and Procedures Manual, Section 5202.01-II-(B), any LPA staff who perform any real estate functions shall be prequalified by the ODOT's Office of Real Estate. If the LPA does not have the qualified staff to perform any or all of the respective R/W functions, the LPA shall hire an ODOT Prequalified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform R/W acquisition work cannot perform both the

- relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 6.3 If the LPA hires a prequalified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with State laws and rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions, nor shall the LPA hire a subconsultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- The LPA shall provide the ODOT District Office with its certification that all R/W property rights necessary for the PROJECT are under the LPA's control, that such R/W has been cleared of all encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities, as appropriate.
- In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual. When applicable, the LPA shall enter into a Utility Relocation Agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements.
- 6.9 Consistent with sections 6.1 and 6.4 of this agreement, the LPA shall assure that if any property acquired for the PROJECT is subsequently sold for less than fair market value that all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 6.1 and 6.4 of this agreement the LPA shall assure that if the LPA grants a permit or license for the property acquired for this project that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7. ADVETISING/ SALE/ AWARD

- 7.1 Upon approval of the Plan Package Submittal by the Office of Local Projects, the LPA shall commence all competitive bidding and contract award activities associated with the PROJECT's construction in accordance with all applicable State and local bidding requirements.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT District. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 The LPA shall incorporate ODOT's LPA State Bid Template in its bid documents.
- 7.4 In accordance with Executive Order 2002-13T, the LPA shall require the contractor to be enrolled in, and in good standing with, the Drug-Free Safety Program (DFSP) or a similar program

- approved by the Bureau of Workers' Compensation and require the same of any of its subcontractors.
- 7.5 Only ODOT prequalified contractors are eligible to submit bids for this PROJECT. Prequalification status must be in force at the time of bidding, at the time of award, and through the life of the construction contract. For work types that ODOT does not prequalify, the LPA must still select a qualified contractor. Subcontractors are not subject to the prequalification requirement. The "prime" contractor must perform no less than 30 %of the total original contract price.
- 7.6 In accordance with ORC 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount at least equal to 100 % of its contract price as security for the faithful performance of its contract, ODOT shall be named an obligee on any bond.
- 7.7 Before awarding a contract to the selected contractor, the LPA shall verify either that the contractor is not subject to a finding for recovery under ORC 9.24, or that the contractor has taken the appropriate remedial steps required under ORC 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at https://ohioauditor.gov/findings.html. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all State funding commitments.
- 7.8 After analyzing all bids for completeness, accuracy, and responsiveness, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections, and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC 53.65 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this agreement.
- 8.2 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.3 The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.4 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of ORC Chapter 1311 may result in

the termination of this Agreement. Upon the receipt of notice of a lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.

8.5 Payment or reimbursement to the LPA shall be submitted to:

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

- 8.6 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all State funding commitments.
- 8.7 If ODOT approves any suspension or termination of the Agreement, ODOT reserves the right to amend its funding commitment in section 3.1 and if necessary, unilaterally modify any other term of this Agreement. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.8 Any right, claim, interest, and/or right of action (collectively "Claim") of the LPA, whether contingent or vested, arising out of or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT, may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in and to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.9 After completion of the PROJECT and in accordance with applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under the ownership and authority of the LPA for 20 years, unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Statefunded programs.

CERTIFICATION AND RECAPTURE OF FUNDS

9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

- 9.2 If for any reason the PROJECT is found to not be in compliance with all applicable local, State, or Federal rules and processes, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT.
- 10. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS
- 10.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in ORC 126,30.
- 10.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.
- 11. NOTICE
- 11.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Neil F. Tunison, P.E., P.S.	Andrea Stevenson
Warren County Engineer	ODOT, Office of Local Programs
210 West Main Street	1980 W. Broad St., Mail Stop 3180
Lebanon, Ohio 45036	Columbus, OH 43223
513-695-3301	614.644-8211
Neil.Tunison@co.warren.oh.us	Andrea.Stevenson@dot.ohio.gov

12. <u>NONDISCRIMINATION</u>

- In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, military status, genetic information, or disability as that term is defined in the ADA. The LPA shall ensure that applicants are hired, and that employees are treated during employment, without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
- 12.2 The LPA agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, or disability. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies

or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.

12.3 The LPA shall ensure that all prime contracts it enters into for the performance of the PROJECT contain the following specific language:

PROMPT PAYMENT AND PAYMENT REPORTING

The Contractor shall ensure prompt payment to subcontractors and material suppliers per ORC 4113.61. Furthermore, the Contractor must record each individual progress payment as well as each final payment to all subcontractors, service providers, and materials and supplies vendors in such payment reporting system that ODOT shall indicate and in compliance with such timeframe that ODOT shall indicate.

12.4 The LPA shall ensure that Encouraging Diversity, Growth and Equity ("EDGE") business enterprises, as defined in OAC 123:2-14, have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with State funds provided in conjunction with this Agreement. An EDGE business enterprise is a sole proprietorship, association, partnership, corporation, limited liability corporation, or joint venture certified in the EDGE Program by the Ohio Department of Administrative Services (DAS) (EDGE business enterprises are listed https://eodreporting.oit.ohio.gov/edge-certification). ODOT shall specify each PROJECT's EDGE goal. If the PROJECT has an EDGE goal above zero, the LPA shall ensure that all prime contracts it enters into for the performance of the PROJECT contain the following specific language:

A. EDGE REQUIREMENTS

An EDGE goal (subcontracts, materials, services) has been set on this PROJECT. The contractor shall make a good faith effort to comply with the EDGE goal by subcontracting with and/or purchasing from those EDGE business enterprises certified by the DAS pursuant to OAC 123:2-14. If the contractor is itself an EDGE business enterprise, it may count its own contract in its efforts to comply with the EDGE goal.

B. EDGE GOAL COMPLIANCE

After the allotted timeframe for reporting payments closes, ODOT shall divide the total reported payments made to EDGE business enterprises by the PROJECT's final contract amount to determine the PROJECT's EDGE attainment. If the EDGE attainment meets or exceeds the PROJECT's EDGE goal, ODOT will consider the contractor as being in compliance with the PROJECT's EDGE goal. If the EDGE attainment is short of the PROJECT's EDGE goal, ODOT will consider the contractor as being in noncompliance with the PROJECT's EDGE goal.

B. GOOD FAITH EFFORTS (GFEs)

If the contractor is unable to comply with the EDGE goal established for the PROJECT and having made a good faith effort (GFE) to comply with the established EDGE goal, the Contractor may apply in writing, on a form prescribed by ODOT, to ODOT for a full or partial waiver of the established contract EDGE goal. The form shall be submitted to ODOT in the manner outlined on ODOT's website EDGE Waiver Request (Good Faith Efforts) ODOT may modify the established EDGE goal for a contract after determining that the Contractor made the level of GFEs deemed necessary by ODOT to comply with the established contract EDGE goal and to justify the granting of a waiver. For

purposes of such determination, ODOT shall consider whether the contractor has documented all of the following:

- The Contractor utilized reasonable and available means to solicit EDGE-certified business(es) that have the capability to perform the work of the contract. To demonstrate reasonable solicitation, the contractor shall provide evidence of such solicitations, including, but not limited to, the following: fax confirmations, website notifications, bid notices, email contact lists, and invitations to bid notices;
- The Contractor identified portions of the contracted work that would provide the most opportunity for participation by EDGE-certified business(es). To demonstrate identified portions of the contracted work were selected to increase the likelihood of EDGE participation, the Contractor shall provide documentation outlining the rationale used to determine which portions of the contract were bid to EDGE-certified business(es) and why other portions were not selected for bidding by EDGE-certified business(es);
- The Contractor provided all appropriate EDGE-certified business(es) with adequate information about the plans, specifications, and requirements of the contract. The information about the plans, specifications, and requirements of the contract were provided in sufficient time for EDGE-certified business(es) to review and provide a bid for the contract. "Sufficient time" means at least 21 days prior to the required bid submission date provided by the Contractor;
- The Contractor negotiated in good faith with interested EDGE-certified business(es). To demonstrate good faith negotiations, the Contractor shall provide evidence of such negotiations, including, but not limited to, the following: subcontractor names, addresses, dates of meetings, and telephone numbers of the EDGE-certified business(es) considered. The Contractor shall submit bid requests and/or bid submittals of all EDGEcertified business(es) bidders and any correspondence related to the negotiations. A contractor using good business judgment will consider a number of factors when negotiating with EDGE-certified business(es) and will take into account the bid and capabilities of EDGE-certified business(es) as well as contract goal requirements. However, the fact that there may be some additional costs involved in finding and using an EDGE-certified business(es) are not in itself sufficient reason for a contractor's failure to meet the established EDGE goal. In addition, the ability or desire of a contractor to perform the work with its own organization does not relieve the Contractor of its responsibility to locate EDGE-certified business(es) and conduct GFEs;
- The Contractor properly rejected interested EDGE-certified business(es) as being unqualified for the work of the contract. A contractor's rejection of an EDGE-certified business(es) based on standing within an appropriate industry, membership, or affiliation in a business social, or political group is not a basis for a proper rejection. To demonstrate EDGE-certified business(es) were properly rejected, the Contractor shall provide a copy of each rejection letter sent to EDGE-certified business(es) with the reason(s) for rejection, the EDGE-certified business's name, address, date, and proof of mailing;
- The Contractor used the services of one or more organizations that provide business assistance in the identification and recruitment of EDGE-certified business(es). To demonstrate utilization of one or more

organizations providing business assistance, the Contractor shall provide the name(s), phone number(s), date(s), and method of contact relating to the business assistance organization; and

• The Contractor used the directory listing of EDGE-certified business(es) at https://eodreporting.oit.ohio.gov/edge-certification or, if this link stops functioning, at such new link provided by the State of Ohio. To demonstrate such a directory listing was used, the Contractor shall provide the list, method of contact, and names associated with each EDGE-certified business(es) included on the list.

ODOT will review the Contractor's waiver request and issue a written determination on whether the Contractor made the level of GFEs deemed necessary by ODOT to comply with the established contract EDGE goal and to justify the granting of a waiver.

The Contractor may request administrative reconsideration within 14 days of being informed that it did not make the level of GFEs deemed necessary by ODOT to comply with the established contract EDGE goal and to justify the granting of a waiver. The Contractor must make this request in writing to Paul Russell, Chief Legal Counsel, Paul.Russell@dot.ohio.gov, and Carrie Glaeden, Deputy Chief Legal Counsel, Carrie.Glaeden@dot.ohio.gov. This request may also be submitted in writing at the following address:

Ohio Department of Transportation Attn: Office of Chief Legal Counsel, Mail Stop 1500 1980 West Broad St. Columbus, Ohio 43223

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

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it made adequate GFEs. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not comply with the goal or make adequate good faith efforts.

ODOT may issue the following sanctions if the Contractor fails to comply with EDGE-related contract requirements and/or fails to make the level of GFEs deemed necessary by ODOT to comply with the established contract EDGE goal:

1st tier:

letter of reprimand;

2nd tier:

damages equivalent to the EDGE contract goal shortfall;

3rd tier:

If a pattern of paying damages persists or the Contractor has falsified, misrepresented or withheld information, ODOT can pursue other remedies available by law including suspension, revocation, and/or debarment

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

- the magnitude and the type of offense;
- the degree of the Contractor's culpability;
- any steps taken the rectify the situation; and
- the Contractor's record of performance on other projects including, but not limited to:
 - o EDGE contract goal attainment and GFEs;
 - DBE contract goal attainment and GFEs;

- number of complaints ODOT has received from DBE/EDGE certified firms regarding the Contractor; and,
- the number of times the Contractor has been previously sanctioned by ODOT.

13. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

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

14. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this agreement with 30 days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 14.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have 30 days from the date of such notification to remedy the default or, if the remedy will take in excess of 30 days to complete, the LPA shall have 30 days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the 30 days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement

is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.

- 14.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 14.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

15. GENERAL PROVISIONS

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

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



- 1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.
 - (A) The LPA does not currently maintain an ODOT approved Federally compliant timetracking system¹, and
 - (B) The LPA does not intend to have a Federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, and/or
 - (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

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

- 2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate. ²

 (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, and

 (B) The LPA does not currently have, and does not intend to negotiate, an ODOT
- NFT
- 3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate. ³
 - (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, and

approved Fringe Benefits Rate prior to the period of performance of this PROJECT.

- (B) The LPA currently has, or intends to negotiate, an ODOT approved Fringe Benefits Rate prior to the period of performance of this PROJECT.
- 4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate. 4
 - (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant timetracking system, and
 - (B) The LPA currently has, or intends to negotiate, an ODOT approved Fringe Benefits Rate prior to the period of performance of this PROJECT, *and*
 - (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

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

^{2 [}Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 % of modified total direct costs (MTDC) per 2 CFR 200.414. The definition of MTDC is provided in the regulation at 2 CFR 200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10 % de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

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

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

- fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.
- 15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 8.10 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 15.3 The LPA shall comply with all applicable Federal and State laws, regulations, and applicable executive orders applicable to the PROJECT including all non-discrimination laws, regulation and executive orders. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.
- Record Retention: The LPA when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its books, documents, and records relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three (3) years after the completion of the PROJECT. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.
- 15.5 Ohio Ethics and Conflict of Interest Laws: LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics and Conflict of Interest laws as provided by ORC 102.03, 102.04, 2921.42 and 2921.43.
- 15.6 State Property Drug-Free Workplace Compliance: In accordance with applicable State and Federal laws, rules, and policies, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 Boycotting: Pursuant to R.C. 9.76(B), LPA warrants that LPA and any contractor(s) or sub-contractor(s) are not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.
- 15.8 Debarment: LPA represents and warrants that none of its vendors or contractors are debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 125.25 or 153.02. 15.9 Governing Law: This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement, or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.10 Assignment: Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.11 Merger and Modification: This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.

- 15.12 Severability: If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.13 Term of Agreement: This Agreement shall be in effect from the last day executed by the parties through the date which is three (3) years after the Project Completion Date. LPA acknowledges that the Term extends beyond the Project Completion Date for purposes of reporting by the LPA and monitoring by Grantor of the results of the award of Grant Funds.
- 15.14 Signatures: Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 Facsimile Signatures: Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

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

LPA: Warren County	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION		
By: hulf. Turim	Ву:		
Neil F. Tunison, P.E., P.S. Warren County Engineer	Jack Marchbanks Director		
Date: 8/1/2024	Date:		

APPROVED AS TO FORM

Adam M. Nice

Asst. Prosecuting Attorney

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

SOURCES	LPA FUNDS	SOND		FHW/	FHWA FUNDS	DS	STATE FUNDS	FUN	SO	TOTAL
USES										
	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT										
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS										
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION										
PROJECT CONSTRUCTION COSTS	\$35,000	5	LNTP				\$665,000	95	4C87	\$700,000
INSPECTION	\$2,670	5	LNTP				\$50,730	95	4C87	\$53,400
INSPECTION (AFTER THE CAP)	\$16,600	100	LNTP							\$16,600
									<u>-</u>	
	, /			li.						
	·									
	•									
TOTALS	\$54,270						\$715,730			\$770,000
										ļ

WAR CR 134 3.76 Township Line Rd COUNTY-ROUTE-SECTION

118471 PID NUMBER

Attachment 2

38559 AGREEMENT NUMBER

N72KMGE1KEM5 DUNS Number

DIRECT PAYMENT OF CONTRACTOR

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

	nents that are to be made to the contractor and those that are to be made to the
construction costs of t	VAME OF LPA) request that all payments for the Federal/State share of the his Agreement performed by (CONTRACTOR'S NAME) be (CONTRACTOR'S NAME)
VENDOR Name:	Error! Reference source not found.
Oaks Vendor ID:	000000000
Mailing Address:	Errorl Reference source not found.
	Error! Reference source not found.
LPA signature:	
LPA Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Errorl Reference source not found.
ODOT Approval signature:	

Resolution Number 24-1008

Adopted Date _August 06, 2024

APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT WITH JK MEUER CORP FOR THE FY24 BUTLERVILLE - FINAL PHASE OF ROAD IMPROVEMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT

WHEREAS, pursuant to Resolution #24-0917, adopted July 16, 2024, this Board entered into a contract with JK Meurer Corp. for the FY24 Butlerville - Final Phase of Road Improvement Community Development Block Grant Project; and

WHEREAS, additional gravel is needed to complete the project, and

WHEREAS, a change order to increase Purchase Order #24002004 is necessary in order to accommodate said work,

NOW THEREFORE BE IT RESOLVED:

- Approve Change Order No. 1 to the Contract with JK Meuer Corp increasing PO # 1. 24002004 by \$1,665.00 and creating a new contract and purchase order price in the amount of \$39,316.38
- By said Change Order, attached hereto and made part hereof, all costs and work 2. associated with the change shall be added to the contract.
- That the Board execute and sign Change Order No. 1 of the Contract with JK Meuer 3. Corp for the services relative to the FY24 Butlerville - Final Phase of Road Improvement Community Development Block Grant

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

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

Resolution adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS

cc:

Auditor V c/a -JK Meuer Corp. OGA (file)



Warren County Office of Grants Administration

460 Justice Drive Lebanon, OH 45036 513.695.1210

Change Order Number 1 to PO #24002004

Project Name: FY24 Butlerville-Final Phase of Road Improvement Community Development CDBG Project

CONTRACTOR QUOTATION	DESCRIPTION	ADDITIONS	REDUCTION
1	Gravel Installation, install 304 crushed aggregate along the new pavement in the church parking lot to make it flush with new asphalt	\$1,665.00	
	a cal Approvide and permittioning	#1 665 00	
	Sums of the ADDITIONS and REDUCTIONS	\$1,665.00	

Attachments:

Estimate 4410

Original contract price \$37,651.38

Current contract price adjusted by previous change orders \$ 37,651.38

The Contract price due to this change order will be increased by \$1,665.00

The New PO balance including this change order will be \$\\$39,316.38

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.

8/6/24
Date

en County Commissioner

Warren County Grants Administration



33 Glendale Milford Road | Loveland, Ohio 45140 (513)831-7500 | www.jkpavement.com

RECIPIENT:

Village of Butlerville

2nd Street

Butlerville, Ohio 45162

Estimate #4410

Sent on Jul 30, 2024

Project Name Church Lot Gravel Installation

Project Kain Meurer

Manager

Payment Due Upon Completion

Terms

Total \$1,665.00

Product/Service	Description	Total
Gravel Installation	Install 304 crushed aggregate along the new pavement in the church parking lot so that the gravel is flush with the new asphalt.	\$1,665.00
	The second secon	and the second of the second

Total

\$1,665.00

Terms & Conditions: This quote is valid for the next 30 days. Proposal based on current fuel and liquid asphalt prices. Should these prices increase we reserve the option to adjust accordingly. Customer can void agreement if any pricing update is not agreeable prior to project commencement. Any permits required will be the financial responsibility of the customer. There shall be a one-year guarantee on the material and workmanship, except cracks caused by weather conditions, ground movements, or damage incurred by excessive vehicle weight, abuse, grading limitations or conditions caused by surrounding areas. Any additional excavation or material that are necessary due to inadequate ground conditions will be the financial responsibility of the customer. Changes must be approved by the customer. We must access project area with heavy equipment and trucks and cannot be held responsible for damage of any surface, underground objects or surrounding area that was necessary to access in order to complete the specified

Resolution

Number 24-1009

Adopted Date

August 06, 2024

ENTERING INTO CLASSROOM TRAINING AGREEMENTS ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to enter into Classroom Training Agreements with the following companies, as attached hereto and made part hereof:

Southern State 100 Hobart Dr. Hillsboro, Ohio 45133

Ohio University 1 Ohio University Dr. Athens, Ohio 45701

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

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

cc:

Resolution adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

c/a – OhioMeansJobs Warren County

OhioMeansJobs (file)

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and Southern State, 100 Hobart Dr, Hillsboro, Ohio 45133 hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational trainings such as CDL and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2025. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

- 1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
- 2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
- 3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

- 4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
- 5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
- 6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
- 7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
- 8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
- 9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to

- require immediate dismissal as per Contractor written policies in the course catalog.
- 10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
- 11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
- 12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
- 13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

- 1. It is the responsibility of OMJWC to determine an applicant's eligibility.
- 2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
- 3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

General Provisions:

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change

- causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.
- 2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
- 3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
- 4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
- 5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
- 6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I) or (J) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I) and (J) of Ohio Revised Code Section 3517.13.

Assurances and Certifications:

- 1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
- 2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
- 3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
- 4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
- 5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
- 6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
- 7. Each party agrees to be responsible for any personal injury or property damage caused by the negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.
- 8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect

Signature Page

In witness whereof, the parties have executed this instrument on the date(s) indicated below:

Warren County Board of Commissione

David Young, President	$\frac{8/6}{\text{Date}}$
Contractor	
Augie Devriblesis Authorized Contractor Signature	$\frac{7/18/24}{\text{Date}}$
Angie Devilbliss Typed Name of Authorized Contractor	7/18/24 Date

Approved as to form:

Adam Nice, Asst. Prosecutor

Date Date

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and Ohio University, 1 Ohio University Dr. Athens, Ohio 45701, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the contractor may provide occupational skills training such as welding technologies and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2025. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

- 1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
- 2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
- 3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

- 4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
- 5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
- 6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
- 7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
- 8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
- 9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to require immediate dismissal as per Contractor written policies in the course catalog.

- 10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
- 11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
- 12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
- 13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

- 1. It is the responsibility of OMJWC to determine an applicant's eligibility.
- 2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
- 3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

General Provisions:

- 1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.
- 2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
- 3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
- 4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
- 5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
- 6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I) or (J) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I) and (J) of Ohio Revised Code Section 3517.13.

Assurances and Certifications:

- 1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
- 2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
- 3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
- 4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
- 5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
- 6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
- 7. The Contractor will defend, indemnify, protect and save OMJWC harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by the Contractor, its agents, employees, licensees, contractors or sub-contractors; (b) the failure of the Contractor, its agents, employees, licensees, contractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Contractor, its agents, employees, licensees, contractors, or sub-contractors that result in injury to persons or damage to property.
- 8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect.

Signature Page

In witness whereof, the parties have executed this instrument below:	on the date(s) indicated
Warren County Board of Commissioners	
David G Young, President	8/4/24 Date
Contractor	
Mar T. 2 Authorized Contractor Signature	7/17/24 Date
Marc Michigan, whio University Typed Name of Authorized Contractor Accounting Support Senior Specialist	<u> </u>
Approved as to form:	/ /

Adam Nice, Asst. Prosecutor

BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

Resolution Number 24-1010

Adopted Date _August 06, 2024

ENTERING INTO A LEASE AGREEMENT WITH PITNEY BOWES FOR A LETTER OPENER TO BE USED IN THE TREASURER'S OFFICE

BE IT RESOLVED, to enter into a Lease Agreement with Pitney Bowes for a letter opener to be used in the Treasurer's Office; as attached hereto and made a part hereof.

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

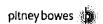
Mr. Young – yea Mrs. Jones - yea Mr. Grossmann - yea

Resolution adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS

cc:

c/a—Pitney Bowes Treasurer (file)



NASPO ValuePoint FMV Rental Agreement (Option B)

NAS	PO ValuePoint FM	/IV Rental Agreement (Option B)		Agramant Mumber
Your I	Business Information			Agreement Number
Full Le	gal Name of Lessee / DBA	Name of Lessee		Tax ID # (FEIN/TIN)
WARR	EN COUNTY COMMISSION	NERS FOR WARREN COUNTY TREASURER		316000058
Sold-T	o: Address	-		
406 JU	STICE DRRM 226, LEBAN	ON, OH, 45036-2349, US	`	
Sold-T	o: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #	
cinda s	chuler	5136951300	0017355762	
Bill-To	: Address			
406 JU	STICE DRRM 226, LEBANG	ON, OH, 45036-2349, US		
BIII-To	: Contact Name	Bill-To: Contact Phone #	Bill-To: Account#	Bili-To: Emalf
cinda s	chuler	5136951300	0017355762	cinda.schuler@co.warren.oh.us
Ship-T	o: Address			
406 JU	STICE DRRM 226, LEBANG	ON, OH, 45036-2349, US		
Ship-T	o: Contact Name	Ship-To: Contact Phone #	Ship-To: Account#	
cinda s	chuler	5136951300	0017355762	
PO#				
				
Your E	Business Needs	<u></u>		
Qty	Item	Business Solution Description		
1	LETTEROPENERS	Letter Openers		, <u>.</u>
1	DŁA3	Omation 210 W/Install &Training 120v		
	F90I	Basic Installation and Training		
1	STDSLA	Standard SLA-Equipment Service Agreement (for Letter Openers)	,
Your P	ayment Plan			
Initial	Term: 60 months	Initial Payment Amount:		xempt Certificate Attached
	er of Months	Monthly Amount Billed Quarterly a	() T F	xempt Certificate Not Required

'Does not include any applicable sales, use, or properly taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

60

\$474.69

() Purchase Power® transaction fees included () Purchase Power® transaction fees extra

Your Signature Below
By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at http://www.pb.com/states and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are either (i) included in your State's contract which is available at https://www.naspovaluepoint.org/search/?term=pitney+bowes&page_ref=contractors . Those additional terms are incorporated by reference.
NASPO VALUEPOINT CTR058808; RSI008354 State/Entity's Contract# Lesser Bionature Princy Boyres Signature Princy Boyres
Title 8/6/124 Date Email Address Bin Name Town Account Manage Title 7/3//34 Date 7/3//34
Sales Information
Lori Rossio lori.rosslo@pb.com

Email Address

Account Rep Name

PBGFS Acceptance

Your Signature Below By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at http://www.pb.com/states and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is Included in the Order, additional terms apply which are either (I) included in your State's contract which is available at http://www.pb.com/states or (II) available by clicking on the hyperlink for that software located at https://www.naspovaluepoint.org/search/?term=pitney+bowes&page_ref=contractors. Those additional terms are incorporated by reference. NASPO VALUEPOINT CTR058808; RSi008354 State/Entity's Contract# Lessee Signature Piney Bowes Signature Print Name Print Name Title Date Date Email Address Sales Information = Lori Rosslo lori.rosslo@pb.com Account Rep Name Email Address PBGFS Acceptance

Approved As to Form,

All Mithers

Asst. Prosenting Attorney

Adam M Nice

tax.ohlo.gov

Sales and Use Tax Blanket Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from:

Pitney Bowes __________(Vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

Goods and/or services will be used by Warren County, a local county government in the State of Ohio which is exempt from sales and use tax by law.

Federal Tax ID # 31-60000-58W

H

Purchaser must state a valid reason for claiming exception or exemption.

Warren County	
Purchaser's name	
County Government	
Purchaser's type of business	
406 Justice Drive	
Street address	<u>-</u> -
Lebanon, Ohio 45036	<u></u>
City, state, ZIP code	
Matt Volen your	County Auditor
Signature	Title
07/17/2024	
Date signed	
N/A	
Vendor's license number if any	

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either rule 5703-9-10 or 5703-9-25 of the Administrative Code. This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.

Resolution Number 24-1011

Adopted Date August 06, 2024

AUTHORIZING AMENDMENT NO. 1 TO THE MASTER SERVICE AGREEMENT WITH CHOICE ONE ENGINEERING AND APPROVING A PURCHASE ORDER FOR THE INTERSTATE 75 WATERLINE CROSSING PROJECT

WHEREAS, Warren County and Choice One Engineering entered into a Master Service Agreement for Professional Consulting Services on July 2, 2024, for professional engineering and survey services on an as-needed basis; and

WHEREAS, the Water and Sewer Department requested proposals for the design of a waterline crossing Interstate 75 in Franklin Township from firms with active master service agreements; and

WHEREAS, the Water and Sewer Department reviewed and ranked the proposals in accordance with the process outlined in the original Request for Qualifications and the Master Service Agreement; and

WHEREAS, Choice One Engineering was the top ranked firm; and

WHEREAS, it is the desire of this Board to amend said Master Service Agreement to allow for professional engineering services including the preparation of construction drawings, contract documents, and surveying services for the Interstate 75 Watermain Crossing project.

NOW THEREFORE BE IT RESOLVED, to approve Amendment No. 1 to the Master Service Agreement with Choice One Engineering and approve a purchase order in the amount of \$135,433.28. Said Amendment, attached hereto and made a part hereof, shall be subject to the following conditions:

- The scope of services shall be stipulated in the August 6, 2024 "Amendment No. 1 to the Master 1. Service Agreement" attached hereto and made a part hereof.
- Compensation for the services shall be in accordance with the July 2, 2024 Master Service 2. Agreement and Exhibit A of the Amendment No. 1, total additional compensation not to exceed \$135,433.28.

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

Mr. Young - yea Mrs. Jones - yea Mr. Grossmann - yea

Resolution adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS

c/a—Choice One Engineering cc:

Water/Sewer (file)

AMENDMENT NO. 1 MASTER SERVICE AGREEMENT

THIS AMENDMENT NO. 1, effective on the date last executed by the Parties hereto, by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, on behalf of WARREN COUNTY, OHIO (hereinafter "County") and CHOICE ONE ENGINEERING, 8956 Glendale Milford Road, Suite 1, Loveland, Ohio 45140 (hereinafter called the "Consultant").

WHEREAS, the County and the Consultant entered into a Master Service Agreement on July 2, 2024 for professional engineering and survey services on an as-needed bases; and

WHEREAS, it is the desire of this Board to amend said Master Service Agreement to allow for professional services including the preparation of construction drawings, contract documents, and surveying services for the Interstate 75 Waterline Crossing Project; and

NOW, THEREFORE, IT IS AGREED by and between the County and the Consultant that the Project Agreement is hereby amended as follows:

SCOPE OF SERVICES

The contractual scope shall be modified as identified in the Consultant's proposal dated March 21, 2024 (Attachment 1), attached hereto and made a part hereof.

COUNTY RESPONSIBILITIES

The County shall supply the following data/additional services to the Consultant:

- 1. Provide full information as to the requirements of the project.
- 2. Assist Consultant by placing at their disposal all available information pertinent to the project.
- 3. Examine all studies, reports, sketches, drawings, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the service of the Consultant.

SCHEDULE

The Consultant's additional services shall commence upon the execution of this Amendment by both the Consultant and the County. The project design shall be completed in accordance with the schedule provided in Attachment 2. All services shall be completed by December 31, 2025.

COMPENSATION

- 1. The Consultant's fee for all services performed pursuant to this Amendment shall be on a "per hour" basis for all labor incurred by the Consultant, in accordance with the July 2, 2024 Agreement.
- 2. Based on the scope of services as described in the Consultant's proposal dated March 21, 2024, total compensation for all additional services performed under this Amendment, and all direct reimbursable costs, shall not exceed \$135,433.28.
- 3. Payment of compensation shall be made to the Consultant within thirty (30) days after the receipt of an invoice from the Consultant.

TERMS & CONDITIONS

Except as provided herein, the July 2, 2024 Master Service Agreement shall remain binding and in force and effect in all other aspects. In the event any conflict or dispute arises between the July 2, 2024 Master Service Agreement and this Amendment No. 1, such conflict or dispute shall be resolved in accordance with the amended obligations set forth in this Amendment No. 1.

[the remainder of this page is intentionally left blank]

CONSULTANT:

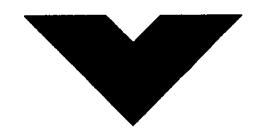
IN EXECUTION WHEREOF, CHOICE ONE ENGINEERING has caused this Agreement to be executed by JACOB BERTKE, PROJECT MANAGER, on the date stated below, pursuant to a corporate resolution, authorizing the same.

	CHOICE ONE ENGINEERING
	SIGNATURE:
	NAME: Jacob Bertke
	TITLE: Project Manager
	DATE: 7/23/2024
COUNTY:	
_	Warren County Board of Commissioners has caused Gyoung, its President on the
	WARREN COUNTY BOARD OF COMMISSIONERS
	SIGNATURE: X 7/19
	NAME: David 6 Joung
	TITLE: President
	DATE: 8/4/24
Approved as to form:	
DAVID P. FORNSHELL,	

By: Adam Nice, Asst. Prosecutor

PROSECUTING ATTORNEY WARREN COUNTY, OHIO

Choice One Engineering



Date

March 21, 2024

Attention

Kathryn Gilbert, P.E.

Address

Warren Co. Water & Sewer Dept. 406 Justice Drive Lebanon, Ohio 45036

Subject

Proposal for Professional Services
Waterline and Sanitary Sewer Design Services for 2024-2026
Risk Reduction Project Interstate 75
Warren County Water and Sewer Department, Warren County, Ohio

Dear Ms. Gilbert:

Choice One Engineering Corporation appreciates the opportunity to provide a Proposal for the RIsk Reduction Project Interstate 75.

The following pages include our Project Approach, proposed Scope of Work, and Compensation and Schedule for the subject project.

Thank you for considering Choice One Engineering. We look forward to working with the County on this important infrastructure project.

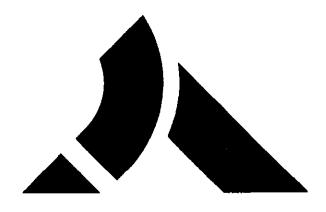
Sincerely,

Jacob L. Bertke, PE Project Manager

jlb.@choinceoneengineering.com

513-236-8554

W. Contrat Ohio/E Indiana 440 E. Hoewisher Rd Sidney, OH 45365 937,497,0200 Phone S. Ohio/N. Kentucky 8956 Glendale Millord Rd., Suite 1 Loveland OH 45140 513 239 8554 Phona



Project Proposal - Risk Reduction Project Interstate 75 Project Approach

Utility Coordination - AI COEC, we try to communicate early and often, and have developed relationships with many of the utility owners throughout Ohio (indeed, some utility owners, have even become our repeat clients as they expand and construct new service areas).

We contact utility companies directly prior to the survey or shortly after the site is surveyed, and request basemaps to verify utility locations.

We send parlial and full sets of plans to utility contacts multiple times during design, track the packages, set deadlines for a response, and follow up frequently. By communicating early with utility companies, potential conflicts can be identified and resolved sooner.

When applicable, we hold utility coordination meetings during design if there is substantial utility coordination or relocation required.

Design Submittals • Per the RFQ, plan submittals will be made at the 50% and 90% design stages. However, despite these "formal" submittals, COEC would keep Warren County involved throughout design, not just at review stages. Bringing up questions when they arise is far more efficient when design can continue around a firm decision rather than an assumption, which is essential for projects with light schedule constraints, such as this one.

。 50% Submittal

- Provide the final alignment and preliminary profile design
- Identify greas where alternative construction methods are proposed.
- Identify connection points and preliminary connection details.
- Send plans to utilities and relevant municipality(ies) for review

o 90% Submittal

- Provide final Title Sheet, Notes, Details, and detailed Plan and Profile Sheets.
- Provide necessary detailed notes dimensions, etc. on the plans as needed.
- Provide water main connection details and restoration details.
- Provide detailed Maintenance of Traffic Plans if needed.
- Provide details on any necessary auxiliary work (such as storm repairs, etc.)
- Prepare any required supplemental specs and detailed engineer's estimate.
- Send plans to utilities and relevant municipality(ies) for review.

Project Updates - Choice One will provide regular project updates biweekly, or as the design schedule dictates, to keep the County informed on the project status, as well as to bring up any questions or ongoing items that may need addressed by the County.

Public Involvement - Because the project will have a significant impact to local residents and traveling public, as well as the need to obtain easements (in some cases likely adjacent to homes), public involvement/notification could be a key piece to the project. A public input meeting may be an option to get input and buy-in early on from impacted residents.

Material Selection • Choice One will work with Warren County to determine what pipe material would be preferred or acceptable for the project, based on the County's preference or standard practice for mains of this size. Assuming the main is 24" or larger, it's most likely that either ductile iron or prestressed concrete pipe materials would be common options.

- Bidding alternate pipe materials could be considered, if multiple materials are acceptable to Warren County and would be feasible based on project requirements, in an attempt to obtain more competitive bids and to provide flexibility in case of lead-time concerns.
- Pipe material can have an impact on the design of the main. For example, prestressed concrete pipe design is often required to be more detailed and precise to allow for laying schedules to be provided for the construction. However, prestressed concrete also allows for some flexibility in design because custom bends and/or beveled joints can be provided, while typically only standard ductile iron bends and fittings are used for other materials.

Easements

Choice One will attempt to limit the number of easements during the project design to limit easement costs and delays to the project.

Easements shall be provided at minimum "disturbance" to the properly when feasible.

- Proposed easements will be initially identified early on in the design process (at final alignment selection) to allow Warren County to begin easement negotiations and limit project delays. This could allow for easement routes to be "eliminated" earlier in the design process, and potentially limit re-design.
- Easement sizing will meet Warren County minimum standards. Additional width will be required, in addition, due to the main size and potential increased main depth.
- Choice One anticipates that "temporary" construction easements may be required to ensure that the Contractor has adequate room to construct the improvements.

Interstate Crossing

ODOT will require that the main will be jack and bored in casing under Interstate 75.

Design will meet ODOT Construction and Material Specifications 638.11 and 748.06.

Adequate room shall be ensured for boring operation. Subsurface conditions shall be evaluated as to how it could affect casing size size of bore pils, etc.

Connection, Restraint, and Phasing Details

- Connection points and procedures are critical to ensure that connections are constructible, to minimize service outages, and ensure that connections are appropriately restrained.
- COEC will confirm the materials of existing mains where lie ins are to occur, as the pipe material can have an impact on the cost or type of tie-in that can be performed.
- Restraint details and required restraint lengths will be provided, as required, to ensure system integrity.
- Phasing notes and/or timing constraints for construction and connections will be provided, if necessary, to limit disruption to public and service outages.

Hydrants and Air Control

- Hydrants shall be provided to meet minimum spacing requirements.
- Placing hydrants at intersections and at ends of the new line (particularly on the high end), when practical, allows for the mains to be most easily flushed.
 Hydrants shall be accessible and protected, where needed. In residential areas, hydrants should be placed at property lines, when possible.
- Especially with mains of this size, high points should be minimized to limit the potential of air pockets forming in the main. Where local high points occur, means of air release should be provided, whether utilizing "top-tangent" fire hydrants to flush air, air release valves, or other means.

Geolechnical Services

- Though not included in the draft Scope of Work, COEC feels obtaining sail borings and geotechnical engineering report would be beneficial on this project to confirm how subsurface conditions may affect the design and construction of the water main, especially near the bored Interstate crossing.
- COEC would coordinate number, locations, and depths of borings with WCWSD.

Scope of Work

1. Survey & Basemap

- a. Contact Ohio Utilities Protection Service (OUPS) for underground utility locations.
- b. Perform necessary deed and plat research.
- Establish horizontal and vertical survey control for the project area based on State Plane coordinates and NAVD 88.
- d. Field reconnaissance and traverse of existing monumentation.
- e. Identify visible features from 10' beyond right-of-way for both sides including utilities and drainage.
- f. Inventory manholes and catch basins including type of construction, depth, pipe size, and condition. Dip "top of nut" depths on all applicable valve boxes.
- a. Locale underground utilities as marked by the appropriate utility companies.
- h. Obtain and review existing GIS mapping, aerial photography, property ownership information, water distribution information, and sewer system information from the Warren County Water and Sewer Department (WCWSD).

- i. The location of existing right-of-way lines is anticipated to be a factor for the project design. Boundary resolution of the properties along the route will be completed to show location of existing right-of-way lines, as well as adjacent property lines and easement lines based on existing monumentation, plats, deeds, and other readily available information.
- j. Provide one (1) foot contour intervals.
- k. Identify property owners by owner and parcel number.
- 1. Completed topographic survey basemap shall be provided in AutoCAD format.
- m. Create water main design basemap in pdf format, as requested.

2. Design

- a. <u>Construction Drawings</u> Prepare detailed construction plans in accordance with the design requirements established by the "Rules and Regulations" of the Warren County Water and Sewer Department which shall include the following:
 - Identify all known existing public and private utilities within the project area.
 - ii. Design Construction Plans to include:
 - 1. Tille Sheet
 - 2. Schemalic Plan
 - 3. General and MOT Notes and Details
 - 4. Plan and Profile (scale 1" = 20' horizontal, 1" = 5' vertical)
 - 5. Interstate Boring Plan and Details
 - 6. Water Main Connection Details
 - 7. Erosion Control Details and Plans, as required
 - iii. Coordinate the alignment and location of the water mains with the WCWSD to insure compatibility with County requirements.
 - iv. Submit plans to the Water and Sewer Department for review at the 50percent and 90-percent design stages.
 - v. Contact the County Engineer, respective municipalities, and Roadway Departments regarding the location of the proposed improvements, extent of work within the roadway, and the methods of restoration.
- b. Review Meetings Shall include as a minimum:
 - i. Predesign meeting with the County before the start of survey to discuss existing utilities and identify potential alignments.
 - Review Meetings with County staff to discuss plans specifications, and other documents at the 50-percent and 90-perent design submittals.
- c. Prepare and submit Engineer's opinion of probable construction cost based on the approved plans.

d. Permits

- i. Prepare and provide the County detailed plans, completed data sheets, and permit application forms for the County's submittal to the Ohio EPA for the Public Water System Permit. Make all changes for alternations necessary to obtain Ohio EPA's permits and approvals.
- ii. All other permit submittals, including the ODOT MR-505 permit, will be completed by Warren County

3. Construction Services

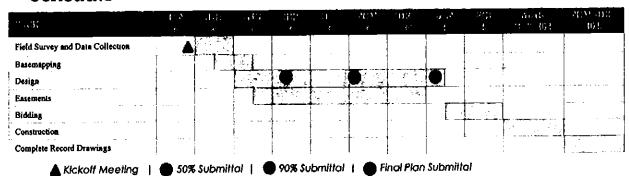
- a. Prepare and provide one (1) 24"x36" set of reproducible mylar record drawings showing those changes made during the construction process, based on marked up prints, drawings, field survey, and other data furnished by the County Inspector and contractor.
 - i. Record Drawings will meet Warren County standards.
 - ii. Draft Record Drawings will be provided to Warren County Water and Sewer for review prior to producing final mylars, as requested.

4. Easements

a. Prepare a legal description metes and bounds and pictorial exhibits for temporary and permanent easements required or construction of the water main.

- i. Easements shall be initially located in areas which results in the least damage and disruption of property.
- ii. Modify legal descriptions and exhibits for each property as required by the County in the negotiation of the easements.
- iii. Prepare easements on 8-1/2" x 11" drawings.
- b. It is assumed that six (6) permanent and six (6) temporary construction easements will need to be prepared for the project.

Schedule



*Schedule extended to January to allow time for easement acquisition, and can be expedited if easement acquisitions allow.

Fee Schedule

Overhead Rate	205%		Total Labor Mult	ipiler (Direct Labor	r + Overhead +10%))	3.364	
		1 - 5 idea attack		· ·	[tagonea)	II ·	VARIA	(6)(0)(5)
	110.	12/2011(act)	1 (2000) 1 (4000)	101116 atre	SIGNIVIEZ	actuate you		спрына
AXBREDIAXAR	8114.63	L14) (604) FSMUE			(2000)		i	
E BENNYTMERD	4 (I SVALL	E COMMO	(IIIAS)	1		i i i	
YARKO BURVEYAY BASEMAP		2	3		5-2-	6	\$ 402.30	\$ 1,349.72
	_		 	4	2	120	\$ 3,112.00	\$ 10,440.76
1.2 Topographic Burvey 1.3 Property Mentification		-		4	36	18	\$ 2,180.00	
1.4 Properly Remarkships 1.4 Properly Survey Beternep	8	2		40				\$ 6,060.28
TOTAL BURYEY & BASEMAP		4	3	40	18	144	\$ 7,199.50	24,184.68
TOTAL OPTIST OF THE PERSON NAMED IN COLUMN TO PERSON NAMED IN COLUMN T								
Wese not elein				7 7 7	r - 11 15 .		·	
2.1 Construction Drawings					i			
Ubjey Identification and Coordination	_	2	8				\$ 385.30	
Field Walts	\vdash	5	8				\$ 543.25	
Algorateris Route Selection		8	24				\$ <u>1,281.20</u>	
Tile Sheet	1 1	_	3	<u> </u>			\$ 105.00	
Schemist Pien	1 1	1	9				\$ 387.65	
General Hotes	2	1	4				\$ 192.85	
General and MOT Details	3	2	7				\$ 350.30	
Water Plate and Profiles	16	64	320	80			\$ 17,389.60	\$ 58,275.01
Interplate Boring Plan	1	2	18				\$ 735.30	
Connection Details	1	8	18			1	\$ 1,051.20	
Exercise Control Plan	1	1]	6		<u> </u>	\$ 262.65	
Pipe Sutmittels	Ţ .			3			\$ 157.85	
QAQC		45	12	8			\$ 3,069.25	
Specifications		6	2				\$ 385.90	
Project Management and Coordination		28	10	!			\$ 1,824.20	\$ 0,720.1 <u>8</u>
2.2 Review Massings			1				\$ 388.25	1 1,235,48
Predesign Meeting		5	3			-	\$ 525.90	
Plan Review Meetings		<u>6</u>	6				753.55	
2.3 Engineer's Estimate		7	11				\$ 280.30	
2.4 Percits		2	- 448 -	07		 	\$ 29,949,10	
TOTAL DESIGN	· 20 ·	194	. 490 -	9/ 33		 	4 20,000,10	10010.000
			4.0		}	11.0	ı i	
१४५६) व्यक्तानाम्स्यानम्बन्धानस्य ।	استحصا	2	15				\$ 630,30	2,114,60
3.1 Record Drawings		2 2	18	-0 -	0	0	\$ \$30.30	
TOTAL CONSTRUCTION SERVICES	U:s	· · · · · · · · · · · · · · · · · · ·	19.7			 	1	
7.43% (2.81/1.15C)					Visco			
3.1 Essensoni Proporation				18	38		\$ 2,286.00	
TOTAL EASEMENTS	-		1 6	10	36	0	\$ 2,288,00	
TOTAL EXSELLATO								
REMBURBARLES	NO. ∰a	<u> </u>	 			 		
MEAGE	600	X	\$0.67		PER MILE		\$402.00	
LARGE SCALE PRINTS	130	X	2.50		PER SHEET		\$325.00	
COPIES	130		0.20		PER COPY		\$28.00	
MM AR8	16	Ŷ	8.00		PER SHEET		\$128.00	
TOTAL REMINIRIBABILES							\$851.00	
	<u> </u>							
TOTAL NOT-TO-EXCEED FEE	V-1 - 44. 34	The grand and	5.0	ng parks	1.0			\$135,433,20

ATTACHMENT 2

Schedule

** . 3k	1.73	a to	V 10	107	1	Long No.	D .	13 A.S.	rai L	14 (17 H) 2 (4	30 Y 31 S
Field Survey and Data Collection			A							_	
Basemapping									_		
Design				·							
Easements											_
Bidding						<u> </u>		<u>_</u>	ļ <u>—</u> .—		
Construction											
Complete Record Drawings					-						

▲ Kickoff Meeting | ● 50% Submittal | ● 90% Submittal | ● Final Plan Submittal

^{*}Schedule may vary depending on timing of easement acquisitions and permitting.

**Ohio EPA PWS and other relevant permits will be submitted following 90% submittal and review, unless otherwise directed by WCWSD

Number_24-1012_

Adopted Date _August 06, 2024

ENTERING INTO A MASTER SERVICE AGREEMENT WITH STRAND ASSOCIATES, INC. FOR WATERLINE AND SANITARY SEWER DESIGN SERVICES FOR 2024-2026

WHEREAS, pursuant to Resolution #24-0191, adopted February 6, 2024, this Board issued a Request for Qualifications (RFQ) for engineering services for waterline and sanitary sewer projects for the 2024 through 2026 and appointed a Review Committee to review statements of qualifications; and

WHEREAS, pursuant to Resolution #24-0712, adopted June 4, 2024, this Board directed the Water and Sewer Department to negotiate Master Service Agreements with the seven (7) top-ranked, prequalified firms.

NOW THEREFORE BE IT RESOLVED, to enter into a Master Service Agreement with Strand Associates, Inc. as one of the qualified firms, for the above referenced project; and

BE IT FURTHER RESOLVED, that the general scope of services shall be as stipulated in the "Master Agreement for Professional Consulting Services" and the attachment thereto, attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS

cc:

c/a—Strand Associates, Inc.

Water/Sewer (file)

Project File

MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into on the date last signed below ("Effective Date"), by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter called the "County") and STRAND ASSOCIATES, INC., 615 Elsinore Place, Suite 320, Cincinnati, Ohio 45202 (hereinafter called the "Consultant").

WHEREAS, the County has a need from time to time for engineering and survey services; and

WHEREAS, the County issued a Request for Qualifications to solicit Statements of Qualifications (SOQs) from interested consultants willing to provide professional engineering and survey services on an as-needed basis to the County; and

WHEREAS, the Consultant has submitted a SOQ in response to the aforementioned solicitation and has been determined by the County to be a skilled, competent, and experienced professional firm having the necessary personnel, equipment and other resources to perform the required services; and

WHEREAS, the Consultant was selected for this project in accordance with applicable state procurement regulations (Ohio Revised Code §§ 153.66 through 153.69), which consisted of a public announcement for qualifications/proposals and interviews; and

WHEREAS, the County intends for this Agreement to be a Work Order contract providing for the issuance and assignment of orders for the performance of work during the term of this Agreement;

NOW THEREFORE, the County and the Consultant, for the consideration hereinafter set forth, agree that the Consultant will provide the following services herein described.

1. TERM

A. <u>Term.</u> The initial term ("Term") of this Agreement shall commence on the Effective Date and unless sooner terminated as herein provided, shall expire on December 31, 2026 ("Expiration Date").

Consultant shall not commence "Work" (being the work authorized under an executed Work Order, as further defined below) until the date of execution by the County of a Work Order authorizing such Work. All Work shall be completed in accordance with the Work Order. If the completion date of any Work Order extends past the Agreement termination, then both the County and the Consultant agree that any and all terms and provisions for the Agreement shall be in effect for the duration of the Work Order. No new Work Orders shall be issued following the Expiration Date.

Term extensions may not be presumed with the assignment of Work or performance of any Work Order that extends beyond the initial term of this Agreement. No new or amended Work Order can be assigned after this Agreement terminates.

B. <u>Early Termination</u>. Notwithstanding the Expiration Date specified above, the County may terminate this Agreement, for any reason or no reason, by giving Consultant no less than thirty (30) days prior written notice thereof. Upon termination of this Agreement, Consultant shall promptly deliver to the County all finished Work Product, as defined below. Upon termination of this Agreement pursuant to this section, the County shall

compensate Consultant for all work satisfactorily completed through the effective date of the termination.

2. SERVICES

- A. Scope of Services (General). A list of the general types of engineering and/or survey services that Consultant is willing and approved to provide to the County under this Agreement is attached hereto as Exhibit A (Scope of Services). The parties acknowledge that, through the Term, the County may ask Consultant to provide some, all, or none of the services described on Exhibit A (Scope of Services). Consultant acknowledges and agrees that the County shall have no obligation to assign any Work to Consultant under this agreement.
- B. Assignment of Specific Project; Notice to Proceed. From time to time on an as-needed basis, the County may provide an opportunity for Consultant to be awarded Work under this Agreement for specific projects (for each, a "Project"). If the Consultant is selected for an opportunity to be awarded the Work for the Project: (i) the County shall send to the Consultant a scope of work for the Project (the "Work"); (ii) Consultant shall prepare and send to the County a proposed budget for the Work, based on anticipated hours and rates, which shall specify a "not to exceed" dollar amount; (iii) if and when the County selects the Consultant for the Work and the budget mutually approved by the parties (as so approved, the "Budget"), the County shall execute a Work Order Contract Amendment, and (iv) the County shall issue a Notice to Proceed, instructing the Consultant to proceed with the Work.
- C. <u>Standards</u>. Consultant shall perform all Work in a satisfactory, timely, and professional manner and by qualified staff in accordance with applicable and accepted professional industry standard of care, which is defined as the care and skill ordinarily used by members of the Consultant's profession practicing under similar circumstances at the same time and locality.

3. COMPENSATION

A. Compensation

- i. County agrees to pay the Consultant for any services performed under this Agreement upon Written Notice to Proceed. Compensation for labor costs shall be based upon direct employee labor costs times a fixed labor multiplier of 3.10. The fixed labor multiplier represents the total direct employee labor costs, overhead, and consultant profits set at 10% to be paid for these services. Upon request by the County, a detailed breakdown of costs included in the computation of this overhead rate will be submitted. All invoices shall list the rates for both the direct employee labor costs as well as the compensation rates including the fixed labor multiplier. Non-salary direct project expenses, such as mileage, traveling costs, copies, subconsultant costs, etc. are not subject to the above described multiplier.
- ii. In addition to labor costs, the County will reimburse the Consultant for the non-salary direct project expenses applicable for the project. Reimbursable direct project expenses shall be defined as the nonlabor cost of in-office and out-of-office expenses which are directly allocable to the services performed under this Agreement. Direct project reimbursable expenses may include vehicle rental or

mileage, meals, lodging, transportation expenses, printing, reproduction, and services performed by subconsultants. Computer software, hardware expenses, computer usage, postage, and long-distance phone costs shall not be reimbursable expenses under this contract.

iii. Reimbursable Expenses Schedule

Local Mileage Reimbursement	Current Federal Reimbursement Rate
Subcontract Services	Cost + 10%

B. Method of Payment. During each Project, Consultant shall request payment for completed Work by submitting an invoice for that Work to the County project manager. In requesting payment for a particular service, Consultant shall reference the specific line item in the Budget. Consultant shall provide the County with copies of invoices and such other supporting documentation and information as the County may reasonably request to substantiate Consultant's request for payment. Payment of compensation shall be made to the Consultant within thirty (30) days after receipt of an invoice from the Consultant. Nonpayment within 45 days may, at Consultant's option, result in the suspension of services. Consultant will resume services upon payment in full of all outstanding and undisputed invoices and Consultant shall have no liability to County for a suspension related to nonpayment.

4. COMPLIANCE WITH APPLICABLE LAWS

A. Consultant shall obtain and maintain all necessary permits, licenses and other governmental approvals and shall comply will all applicable federal, state, and local laws, codes, ordinances, and other government requirements applicable to each Project.

5. INSURANCE

- A. Prior to the commencement of any Work, Consultant shall obtain and maintain in force at its sole cost and expense, Comprehensive General or professional liability and Automobile Liability Insurance (covering use of owned, non-owned, or hired vehicles) providing single limit coverage of One Million Dollars (\$1,000,000), with no interruption of coverage during the entire term of this Agreement. Consultant further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this Agreement is terminated, Consultant shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement. Consultant shall provide County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to County. Such liability insurance policies shall contain provisions insuring the contractual liability assumed hereunder, naming the County as an additional insured with respect to the Work under this Agreement, except professional liability, and providing that such insurance is primary to any liability insurance carried by the County.
- B. Consultant shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide County with

certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement.

6. INDEMNIFICATION

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

7. TERMINATION

- A. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.
- B. County may terminate or suspend performance of this Agreement in part or in its entirety for County's convenience upon written notice to the Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the County. If termination or suspension is for County's convenience, County shall pay Consultant for all services performed to date of termination.

8. DOCUMENTS AND CONTRACT DOCUMENTS

- A. County alone shall own the Consultant's project related documents, construction drawings, survey results, and work product (hereinafter Project Documents). County shall have every right, title, and interest in such Project Documents from the moment of creation, as related to this project. Consultant shall submit all Project Documents to County by electronic files and upon payment in full.
- B. Consultant grants to County an irrevocable, non-exclusive, perpetual, freely assignable, and royalty-free license to copy, reproduce, distribute, and otherwise use the Consultant's Project Documents including standard details and specifications for all project related purposes, such as but not limited to owning, financing, constructing, testing, commissioning, decommissioning, using, operating, maintaining, repairing, modifying, selling, obtaining insurance for, and obtaining permits for the project before, during, and after termination or completion of this Agreement. County's reuse of Project Documents for purposes unintended by the Project Documents shall be at County's sole risk and without liability to Consultant.
- C. Consultant may retain any copies of the Project Documents for information, reference, and the performance of project related professional services. Consultant shall have a non-exclusive, royalty free license to copy, reproduce, distribute, and otherwise use

the Project Documents in relation to the performance of the project related professional services, including any Additional Services.

9. STANDARDS AND PRINCIPLES

A. Consultant shall comply with the County's applicable standards, principles, and comply with accepted professional standard of care.

10. POLICY OF NON-DISCRIMINATION

A. Consultant and its staff shall act in a non-discriminatory manner both as an employer and as a service provider and will not discriminate with regard to race, color, national origin, religion, age, sex, or handicap.

11. PARTIES AND RELATIONSHIP OF PARTIES

- A. Whenever the terms County and Consultant are used herein, these terms shall include without exception the employees, agents, successors, assigns, and or authorized representatives of County and Consultant.
- B. The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement. The parties expressly acknowledge and agree that with respected to any payments made to Consultant hereunder that Warren County will issue a form 1099-MISC to Consultant and Consultant will be solely responsible for her own income tax obligations including but not limited to being subject to Self-employment Tax, and Warren County shall not: (i) withhold or pay FICA (Social Security & Medicare) or other federal, state or local income or other taxes or charges for Consultant; (ii) withhold or pay to the Ohio Public Employment Retirement System; (iii) comply with or contribute to state worker's compensation, unemployment or other such governmental funds or programs. Consultant also acknowledges that as an independent contractor, Consultant will not be given the right to participate in any employee benefit, insurance plan or any other plan or fringe benefit that is maintained, established or provided by Warren County for its employees including but not limited to: (i) accrued sick, vacation, personal day or holiday leave; or, (ii) health, life, dental, or vision insurance.

12. GOVERNING LAW AND VENUE

A. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. Consultant and County stipulate that the venue for any disputes hereunder shall be the Warren County Court of Common Pleas.

13. ENTIRE AGREEMENT

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

14. MODIFICATION OR AMENDMENT

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

15. CONSTRUCTION

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

16. WAIVER

A. No waiver by either party of any breach of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be, or construed as a further or continuing waiver of any such breach or as a waiver of any breach of any provision of this Agreement. The failure of either party at any time or times to require performance of any provision of this Agreement shall in no manner effect such party's right to enforce the same at a later time.

17. ASSIGNMENT

A. Neither party shall assign, delegate or transfer any of its rights or any of its duties under this Agreement without written consent of each other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing in this provision, however, will prevent Consultant from employing such independent professional consultants, associates and subcontractors as it may deem appropriate to assist in the performance of services hereinunder.

18. NOTICES

A. All notices required to be given herein shall be in writing and shall be sent to the following addresses:

TO: Warren County Commissioners Office Attn. County Administrator

406 Justice Drive Lebanon, Ohio 45036 (513) 695-1250

(313) 693-1230

TO: Strand Associates, Inc. Attn. Kelly Kuhbander

615 Elsinore Place, Suite 320

Cincinnati, Ohio 45202

(513) 861-5600

19. AUTHORITY AND EXECUTION

CONSULTANT:

IN EXECUTION WHEREOF, STRAND ASSOCIATES, INC., has caused this agreement to be executed by Joseph Bunker, on the date stated below, pursuant to a corporate resolution, a copy of which is attached hereto.

• •	
CONS	SULTANT'S NAME
SIGN	ATURE: Jack Break
PRIN'	TED NAME: Joseph Bunker
TITLE	: Corporate Secretary
DATE	7/25/24
<u>Cou</u>	<u>nty:</u>
In execution whereof, the WARREN COUNTY caused this agreement to be executed by, on the date stated below, pursuant	BOARD OF COUNTY COMMISSIONERS has Vid by Young, its President to Resolution No. 241012, dated
	REN COUNTY D OF COUNTY COMMISSIONERS
SIGNA	ATURE: X
PRINT	EDNAME: David & Young
TITLE:	President
DATE:	8/6/24
Approved as to form: DAVID P. FORNSHELL	·
PROSECUTING ATTORNEY WARREN_COUNTY, OHIO	
By: AMM 7/30/24	
Assistant Prosecutor Adam M. Nice	

Exhibit A—General Scope of Services

The scope of work is anticipated to include services similar to the following general scope of services. Project specific scope of services will be developed and agreed upon in each work order.

Task 1—Survey & Basemap

- a) Obtain and review existing GIS mapping, aerial photography, property ownership data, water distribution information, and sewer system information from the Warren County Water and Sewer Department.
- b) Perform the necessary surveys and field verifications of the proposed area of construction for rights of ways, utilities, elevations, topography, easements, and property boundaries for design purposes.
- c) Create water main and/or sanitary sewer design basemap using existing documents and data obtained from field survey.

Task 2—Design

<u>Construction Drawings</u> – Prepare detailed construction plans and drawings in accordance with design requirements established by the "Rules and Regulations" of the Warren County Water and Sewer Department which shall include, but not be limited to, the following:

- a) Identify existing public utilities within the project area.
- b) Coordinate the alignment and location of the water mains and/or sanitary sewers with the Water and Sewer Department to insure compatibility with County requirements.
- c) Identify property owners by owner and parcel (sidwell) number.
- d) Locate and identify, through field or aerial survey, all structures and surface improvements (culverts, power poles, sidewalks, driveways, mailboxes, yard trees, and appurtenances) within the construction limits.
- e) Prior to the completion of construction drawings, the County Engineer, respective municipalities, and Roadway Departments must be contacted regarding the location of the proposed improvements, the extent of work within the roadway, and the methods of restoration.

Review Meetings - Meetings shall include as a minimum the following:

- a) Predesign meeting with the County before the start of the survey to discuss existing utilities and identify potential alignment.
- b) Review meetings at 50 percent and 90 percent stages to discuss plans, specifications and other documents.

<u>Opinion of Probable Construction Costs</u> – Prepare and submit engineer's opinion of probable construction cost based on approved plans.

<u>Permits</u> – Prepare and provide to the County detailed plans, completed data sheets, and permit application forms for the County's submittal to the Ohio Environmental Protection Agency for the Permit to Install. Make all changes for alterations necessary to obtain Ohio EPA's permits and approvals. All other permit applications to be completed by Warren County.

<u>Task 3—Construction Services</u> – Prepare and provide one set of reproducible mylar record drawings showing those changes made during the construction process, based on the marked-up prints, drawings, field survey, and other data furnished by the County Inspector and the contractor.

<u>Task 4—Easements</u> – Prepare legal descriptions metes and bounds and supporting sketches/ maps/drawings for temporary and permanent easements required for the construction of the proposed water mains or sanitary sewers.

Services Not Included: Bidding Services and Full Time Construction Services

Number 24-1013

Adopted Date August 06, 2024

AUTHORIZING AMENDMENT NO. 1 TO THE ENGINEERING AGREEMENT WITH WESSLER ENGINEERING, INC., INCREASING PURCHASE ORDER NO. 24001158 FOR THE DESIGN OF THE MIDDLETOWN JUNCTION WELLFIELD

WHEREAS, pursuant to Resolution #24-0082, adopted January 16, 2024, this Board entered into an Engineering Agreement with Wessler Engineering, Inc. for professional engineering services for the preparation of construction drawings, contract documents, and surveying services during the design and construction of the Middletown Junction Wellfield Project; and

WHEREAS, it is the desire of this Board to amend said Engineering Agreement to allow for the design of backup diesel power and an automatic transfer switch on an elevated platform above the 100-year floodplain.

NOW THEREFORE BE IT RESOLVED, to approve Amendment No. 1 increasing Purchase Order No. 24001158 with Wessler Engineering Inc. in the amount of \$65,000 creating a new contract price of \$260,100. Said Amendment, attached hereto and made a part hereof, shall be subject to the following conditions:

- The scope of services shall be as stipulated in "scope document" attached hereto and made 1. a part hereof.
- Compensation for the additional services shall be in accordance with the January 16, 2024 2. Engineering Contract, total additional compensation not to exceed \$65,000.

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

Mr. Young - yea Mrs. Jones - yea Mr. Grossmann - yea

Resolution adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS

cc:

c/a—Wessler Engineering, Inc.

Water/Sewer (file)

Project file

AMENDMENT NO. 1 ENGINEERING AGREEMENT

THIS AMENDMENT NO. 1, effective on the date last executed by the Parties hereto, by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, on behalf of WARREN COUNTY, OHIO (hereinafter "COUNTY") and Wessler Engineering, Inc., 80 State Route 103, Suite C, Bluffton, Ohio 45817 (hereinafter "CONSULTANT").

WHEREAS, Warren County and Wessler Engineering, Inc. entered into an Engineering Agreement on January 16, 2024 for professional engineering services for the preparation of construction drawings, contract documents and surveying services during the design and construction of the Middletown Junction Wellfield Project; and

WHEREAS, additional services related to the original project were determined to be necessary or beneficial to the COUNTY and were identified as Supplemental Services by said Agreement; and

WHEREAS, it is the desire of this Board to amend said Engineering Agreement to allow for the design of backup diesel power and an automatic transfer switch on an elevated platform above the 100 year floodplain; and

NOW, THEREFORE, IT IS AGREED by and between the COUNTY and the CONSULTANT that the Middletown Junction Wellfield Project is hereby amended as follows:

SCOPE OF SERVICES

The contractual scope shall be modified as identified in the CONSULTANT's letter dated July 8, 2024, attached hereto and made a part hereof.

COUNTY RESPONSIBILITIES

The COUNTY shall supply the following data/additional services to the CONSULTANT:

- 1. Provide full information as to the requirements of the project.
- 2. Assist CONSULTANT by placing at their disposal all available information pertinent to the project.
- 3. Examine all studies, reports, sketches, drawings, proposals and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the service of the CONSULTANT.

SCHEDULE

The CONSULTANT'S additional services shall commence upon the execution of the Amendment by both the CONSULTANT and the COUNTY. All tasks shall be completed in accordance with the CONSULTANT's letter dated, July 1, 2024, attached hereto and made a part hereof.

COMPENSATION

- 1. The CONSULTANT's fee for all services performed pursuant to this Amendment shall be on a "per hour" basis for all labor incurred by the CONSULTANT, in accordance with the January 16, 2024 Agreement.
- 2. Based on the scope of work as described herein, total compensation for all services performed under this Amendment, and all direct reimbursable costs, shall not exceed \$65,000.00.
- 3. Payment of compensation shall be made to the CONSULTANT within thirty (30) days after the receipt of an invoice from the CONSULTANT.

TERMS & CONDITIONS

Except as provided herein, the January 16, 2024 Engineering Agreement shall remain binding and in force and effect in all other aspects. In the event any conflict or dispute arises between the January 16, 2024 Engineering Agreement and this Amendment No. 1, such conflict or dispute shall be resolved in accordance with the amended obligations set forth in this Amendment No. 1.

[the remainder of this page is intentionally left blank]

CONSULTANT:

IN EXECUTION WHEREOF, Wessler Engineering, Inc., has caused this Agreement to be executed by Ryan K Brauen, P.E., its Vice President, on the date stated, pursuant to a resolution authorizing the same.

We	essler Engineering, Inc.
SIC	GNATURE: Kun K. Bu
NA	ME: Ryan Brauen
TIT	LE: Vice President
DA	TE: July 8, 2024
COUN	NTY:
IN EXECUTION WHEREOF,, the Warre this Agreement to be executed by David by date stated below, pursuant to Board Resolution No.	on County Board of Commissioners has caused out on the on the detail of the out of the o
	ARREN COUNTY BOARD OF MMISSIONERS
SIC	NATURE: X
NA	ME: David & Young
TIT	LE: President
. DA	TE: 8/6/24
Approved as to form:	

DAVID P. FORNSHELL, PROSECUTING ATTORNEY WARREN COUNTY, OHIO

By: Adam Nice, Asst. Prosecutor



July 8, 2024

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

Re:

Engineering Amendment No. 1

Revis Generator Relocation and Electrical Modifications

Middletown Junction Wellfield Development

Dear Board of Commissioners

We are pleased to present this proposed Amendment No. 1 to the agreement between the Warren County Board of County Commissioners (herein named County) and Wessler Engineering, Inc. (herein named Consultant), executed on January 16, 2024.

ARTICLE III - COMPENSATION

REPLACE the fee schedule in Article III.4 with the following:

Base Services		
Task 1 – Project Management and Administration	\$19,600.00	
Task 2 – Survey & Basemap (incl. two (2) easements)	\$14,000.00	
Task 3 – Preliminary 30% Design	\$62,000.00	
Task 4 - Final Design & Preparation of Bidding Document	s.\$130,500.00	(+\$65,000)
Task 5 – Construction Services	\$34,000.00	
Total	\$260,100.00	(+\$65,000)

The total increase of this Amendment No. 1 is \$65,000

ATTACHMENT A - SCOPE OF SERVICES

REPLACE the eleventh bullet beginning "Electrical Power Distribution/Switchboard..." in the introductory section with the following:

Electrical Power Distribution/Switchboard Structure installed on an elevated platform(s)
above the 100-year flood plain. Gear shall include a new transformer, new automatic
transfer switch, relocation of the existing Revis wellfield generator and associated

electrical improvements and will include full stairs for access. The design of the platform will be dependent upon the receipt of information from Duke regarding the transformer requirements.

REPLACE the Schedule in Attachment A with the following:

The proposed schedule is as follows:

	Days from Notice-to-
Activity	Proceed
Kick-off Meeting	14
Topographic Survey (est.; dependent upon selection of	60
approved well sites)	
30% Design Submittal	90
90% Design Submittal	225 (+75)
Final Submittal	240 (+75)

All other terms and conditions contained in the AGREEMENT shall remain unchanged and continue in full force and effect.

We appreciate the opportunity to present this proposed Amendment to the Board of Commissioners. If you have any questions, please contact us.

Sincerely,

WESSLER ENGINEERING, INC.

Ryan K. Brauen, P.E.

Vice President

RKB/dmk Clients:/Warren County/Proposals/P03605/Amend 1

Resolution Number 24-1014

Adopted Date _August 06, 2024

ACKNOWLEDGING RECEIPT OF JULY 2024 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the July 2024 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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

Mr. Young - yea

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS

cc:

Auditor (file)

S. Spencer

Krystal Powell



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	91,819,475.87	7,702,423.05	6,963,627.89	92,558,271.03	252,557.21	92,810,828.24
2201	SENIOR CITIZENS SERVICE LEVY	7,122,966.19	0.00	736,981.56	6,385,984.63	0.00	6,385,984.63
2202	MOTOR VEHICLE	12,613,307.15	1,395,065.30	1,035,652.15	12,972,720,30	12,405.93	12,985,126.23
2203	HUMAN SERVICES	1,340,822.72	351,366.00	514,104.41	1,178,084.31	186,995.79	1,365,080.10
2204	COVID19 EMERGENCY RENTAL ASSIS	4,581,991.86	0.00	2,916,452.16	1,665,539,70	0.00	1,665,539.70
2205	BOARD OF DEVELOPMENTAL DISABIL	31,383,671.66	665,880.36	1,482,427.47	30,567,124.55	130,161,26	30,697,285.81
2206	DOG AND KENNEL	514,233.54	8,997.21	28,660.58	494,570.17	0.00	494,570.17
2207	LAW LIBRARY RESOURCES FUND	138,791.54	43,047.45	47,096.68	134,742.31	13,733.19	148,475,50
2208	CO&TRANSIT MEDICAID SALES TAX	0.00	0.00	0.00	0.00	0.00	·
2209	BOE ELECTIONS SECURITY GRANTS	25.69	0.00	0.00	25.69	0.00	0.00
2210	LOCAL CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00		25.69
2211	LOCAL FISCAL RECOVERY FUND	13,131,611.25	0.00	651,360,30	12,480,250.95	0.00	0.00
2212	ONEOHIO OPIOID SETTLEMENT FUND	633,674.61	0.00	0.00	633,674.61	64,748.05	12,544,999.00
2213	TOURISM & ECON DEV SUPPORT FUN	12,000,000.00	0.00	0.00	12,000,000.00	0.00	633,674.61
2215	VETERAN'S MEMORIAL	10,130.84	0.00	0.00		0.00	12,000,000.00
2216	RECORDER TECH FUND 317,321	266,471.38	13,600.00	7,950.00	10,130.84	0.00	10,130,84
2217	BOE TECHNOLOGY FUND 3501.17	1,229,269,47	0.00	-	272,121.38	0.00	272,121.38
2218	COORDINATED CARE	662,482.80	99,351.00	100,585.80	1,128,683.67	100,585.80	1,229,269.47
2219	WIRELESS 911 GOVERNMENT ASSIST	526,440.81	•	4,204.50	757,629.30	3,529.50	761,158.80
2220	CP INDIGENT DRVR INTRLK/MONITG	13,192.61	15,243.31	30,273.18	511,410.94	0.00	511,410.94
2221	CC/MC INDIGENT DRIVER INTERLOC	•	76.83	0.00	13,269.44	0.00	13,269.44
2222	JUV INDIGENT DRIVER INTERLOCK	122,132.49	652.65	0.00	122,785.14	0.00	122,785.14
2223	PROBATE/JUVENILE SPECIAL PROJ	3,237.67	246.04	0.00	3,483.71	0.00	3,483.71
2224	COMMON PLEAS SPECIAL PROJECTS	365,063.54	2,759.09	0.00	367,822.63	0.00	367,822.63
2227	PROBATION SUPERVISION 2951,021	175,220.67	8,679.52	2,039.01	181,861.18	128.04	181,989.22
2228		803,855.19	56,668.83	23,982.76	836,541.26	8,795.89	845,337.15
2229	MENTAL HEALTH GRANT	197,387.38	12,966.85	6,108.53	204,245.70	2,574.99	206,820.69
2223	MUNICIPAL MOTOR VEH PERMIS TAX	1,977,518.07	47,600.83	0.00	2,025,118.90	0.00	2,025,118.90



EUNIO	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2231	CO LODGING ADD'L 1%	102,949.20	111,862.17	102,949.20	111,862.17	0.00	111,862.17
2232	COUNTY LODGINGS TAX (FKA 7731)	308,847.47	335,638.19	305,759.00	338,726,66	0.00	338,726.66
2233	DOMESTIC SHELTER	17,879.00	4,180.00	0.00	22,059.00	0.00	22,059.00
2237	REAL ESTATE ASSESSMENT	6,985,835.94	0.00	161,587.02	6,824,248.92	387.50	6,824,636.42
2238	WORKFORCE INVESTMENT BOARD	231,380.82	267,765.38	241,380.81	257,765.39	142,039.93	399,805.32
2243	JUVENILE GRANTS	338,211.93	0.00	5,410,00	332,801.93	0.00	332,801.93
2245	CRIME VICTIM GRANT FUND	20,354.04	4,655.54	3,727.11	21,282.47	256.80	21,539.27
2246	JUVENILE INDIGENT DRIVER ALCOH	22,153.45	76.00	•	22,229,45	0.00	22,229.45
2247	FELONY DELINQUENT CARE/CUSTODY	261,052.96	925,628.04		1,055,027.35	9,970.75	1,064,998.10
2248	TAX CERTIFICATE ADMIN FUND	28,030.23	0.00	0.00	28,030,23	0.00	28,030.23
2249	DTAC-DELINQ TAX & ASSESS COLLE	901,861.58	0.00	15,109,80	886,751,78	0.00	886,751.78
2250	CERT OF TITLE ADMIN FUND	2,715,662.11	199,942.42	ŕ	2,730,723.18	1,177.88	2,731,901.06
2251	COAP GRANT - OPIOD ABUSE PROG	0.00	0.00	0.00	0.00	0.00	
2252	WC TECHNOLOGY CRIMES UNIT	0.00	0.00	0.00	0.00	0.00	00,0
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEP/TANF	123,543.60	28,350.00	92,040.46	59,853.14	1,756.82	0.00
2255	MUNICIPAL VICTIM WITNESS FUND	119,497.10	0.00	7,786.02	111,711.08	,	61,609.96
2256	WARREN COUNTY SOLID WASTE DIST	1,056,605,63	24,310.31	29,132,71	1,051,783.23	0.00	111,711.08
2257	OHIO PEACE OFFICER TRAINING	228,564.11	42,123.00	0.00	270,687.11	970.59	1,052,753.82
2258	WORKFORCE INVESTMENT ACT FUND	154,604,75	37,561.01	6,216.73		0.00	270,687.11
2259	JTPA	1,675,19	0.00	0.00	185,949.03	21,153.50	207,102.53
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	•	1,675.19	0.00	1,675.19
2261	PASS THROUGH GRANTS	27,299,49	14,345.12	0.00	0.00	0.00	0.00
2262	COMMUNITY CORRECTIONS MONITORI	918,368.26	31,126.40	36,644.60	5,000.01	0.00	5,000.01
2263	CHILD SUPPORT ENFORCEMENT	1,543,880.97	494,424.54	20,455.15	929,039.51	60.00	929,099.51
2264	EMERGENCY MANAGEMENT AGENCY	313,007.77	,	237,561.83	1,800,743.68	194.42	1,800,938.10
2265	COMMUNITY DEVELOPMENT	·	7,361.95	25,226.87	295,142.85	0.00	295,142.85
	The state of the s	566,759.39	309,900.00	319,822.22	556,837.17	9,935.00	566,772.17



	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	Current Balance	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2266	COMM DEV-ENT ZONE MONITOR FEES	118,063.00	0.00	0.00	118,063.00	0.00	118,063.00
2267	LOEB FOUNDATION GRANT	0.00	0.00	0.00	0.00	0.00	0.00
2268	INDIGENT GUARDIANSHIP FUND	293,413.77	1,970.00	151.96	295,231.81	0.00	295,231,81
2269	INDIGENT DRIVER ALCOHOL TREATM	816,064.93	6,826.22	6,171.48	816,719.67	326.64	817,046.31
2270	JUVENILE TREATMENT CENTER	221,293.14	299,833.32	123,438.59	397,687.87	38.98	397,726.85
2271	DTAC-PROSECUTOR ORC 321.261	434,808.50	0.00	25,413.16	409,395.34	0.00	409,395.34
2272	CP INDIGENT DRVR ALC TREATMT	61,834.19	3,853.22	0.00	65,687.41	0.00	65,687.41
2273	CHILDREN SERVICES	7,560,872.86	477,700.42	736,753.83	7,301,819,45	421,297.83	7,723,117,28
2274	COUNTY COURT COMPUTR 1907,261A	92,995.59	1,190.00	210.87	93,974.72	36.73	94,011.45
2275	COUNTY CRT CLK COMP 1907.261B	206,198.20	3,742.00	0.00	209,940.20	0.00	209,940.20
2276	PROBATE COMPUTER 2101.162	109,300.63	720.00	0.00	110,020,63	0.00	110,020.63
2277	PROBATE CLERK COMPUTR 2101.162	312,127.01	2,400.00	0.00	314,527.01	0.00	314,527,01
2278	JUVENILE CLK COMPUTR 2151.541	65,210.31	929.10	0.00	66,139.41	0.00	66,139.41
2279 .	JUVENILE COMPUTER 2151.541	53,021.66	281.93	0.00	53,303,59	0.00	53,303.59
2280	COMMON PLEAS COMPUTER 2303.201	100,519.24	1,270.50	0.00	101,789,74	0.00	101,789.74
2281	DOMESTIC REL COMPUTER 2301,031	10,644.91	222.00	1,384.49	9,482.42	0.00	9,482.42
2282	CLERK COURTS COMPUTER 2303.201	813,420.78	12,580.32	0.00	826,001.10	0.00	826,001.10
2283	COUNTY CT SPEC PROJ 1907.24B1	2,289,432.83	31,220.95	16,208.36	2,304,445.42	5,764.81	,
2284	COGNITIVE INTERVENTION PROGRAM	406,120,11	6,289.95	5,748.04	406,662.02	0.00	2,310,210.23
2285	CONCEALED HANDGUN LICENSE	793,261.05	6,321,25	6,411,44	793,170.86	479.88	406,662.02
2286	SHERIFF-DRUG LAW ENFORCEMENT	5,027.89	150.00	0.00	•		793,650.74
2287	SHERIFF-LAW ENFORCEMENT TRUST	386,338,39	0.00	476.42	5,177.89	604.94	5,782.83
2288	COMM BASED CORRECTIONS DONATIO	16,041.51	0.00	0.00	385,861.97	0.00	385,861.97
	COMMUNITY BASED CORRECTIONS	220,222,25	239,639.00		16,041.51	0.00	16,041.51
	HAZ MAT EMERG PLAN SPEC FUND	5.76	•	72,940.00	386,921.25	240.00	387,161.25
	SHERIFF-D.A.R.E. PROGRAM	1,904.32	0.00	0.00	5.76	0.00	5.76
	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00 0.00	1,904.32 0.00	0.00 0.00	1,904.32



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2293	SHERIFF GRANTS	5,012.00	0.00	0.00	5,012.00	0.00	5,012.0
2294	SHERIFF DARE LAW ENFORC GRANT	18,414.81	0.00	0.00	18,414.81	0.00	18,414.8
2295	TACTICAL RESPONSE UNIT	27,151.16	0.00	1,471.00	25,680.16	0.00	25,680.10
2296	COMP REHAB DWNPMT ASST COMMDEV	47,144.73	0.00	0.00	47,144.73	0.00	47,144.7
2297	ENFORCEMT & EDUCATN 4511.19G5A	146,521.83	357,00	0.00	146,878.83	0.00	146,878,8
2298	REHAB INC FUNDS	100,457.46	0.00	25.00	100,432,46	0.00	100,432.4
2299	COUNTY TRANSIT	1,646,908.70	8,400.67	137,314.48	1,517,994.89	0.00	1,517,994.89
3327	BOND RETIREMENT SPECIAL ASSMT	115,097.67	0.00	0.00	115,097.67	0.00	115,097.67
3360	STATE OPWC LOAN	56,357.85	0.00	0.00	56,357.85	0.00	56,357.8
3368	2013 RADIO SYSTEM BONDS	0.00	0.00	0.00	0.00	0.00	0.00
3384	TAX INCREMENT FINANCING - P&G	0.00	0.00	0.00	0.00	0.00	0.00
3393	RID BOND GREENS OF BUNNEL	2,861,732.00	0.00	0.00	2,861,732.00	0.00	2,861,732.00
3395	JAIL BONDS 2019	0.00	0.00	0.00	0.00	0.00	2,001,732.00
4401	COUNTY WIDE FINANCIAL SOFTWARE	19,651,29	0.00	0.00	19,651,29	0.00	19,651,29
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLEFOSTERSBRIDGE&WALL	0.00	0.00	0.00	0.00	0.00	·
4432	EDWARDSVILLE ROAD BRIDGE	0.00	0,00	0.00	0.00	0.00	0.00
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00
4434	LIBERTY WAY/MASON RD TURN LANE	0.00	0.00	0.00	0.00	0.00	0.00
4435	STROUT RD BRIDGE 207-0.02	0.00	0.00	0.00	0.00	0.00	0.00
4436	ZOAR RD IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00		0.00
4437	KING AVE BRIDGE PROJECT	1,095,885.47	0.00	262,527.81		0.00	0.00
4438	NB COLUMBIA/3C RIGHT TURN LN	0,00	0.00	0.00	833,357.66	0.00	833,357.66
4439	VARIOUS WATER ASSESSMENT PROJE	0,00	0.00		0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	16,518,182.00	0.00	0.00 0.00	0.00 16,518,182.00	0.00 0.00	0.00 16,518,182.00



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS		CURRENT	OUTSTANDING	TREASURER'S
4452		FINERIOUS DALARCE	RECOIPIS	EXPENDITURES	BALANCE	WARRANTS	FUND BALANCE
	STEPHENS RD BRIDGE REPLACEMENT	350,935.55	0.00	138,600.00	212,335.55	138,600.00	350,935.5
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00
4454	FIELDS-ERTEL RD IMPROV PROJ	182,106.56	0.00	840.00	181,266.56	840.00	182,106.5
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4456	MAS MOR MIL PIKE ST BRIDGE	24,905.07	2,450.00	5,000.00	22,355.07	0.00	22,355.07
4457	HENDRICKSON RD BRIDGE PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4458	MAS MOR MIL RD BRIDGE-MASON	0.00	0.00	0.00	0.00	0.00	0.00
4459	ROACHESTER COZADDALE RD BRIDGE	12,909.10	158,214.90	158,214.90	12,909.10	0.00	12,909,10
4460	MCCLURE RD BRIDGE PROJ	35,000.00	0.00	0.00	35,000.00	0.00	35,000.00
4461	TOWNSHIP LINE RD BRIDGE PROJ	7,000.00	0.00	7,000.00	0.00	2,000.00	2,000.00
4462	COUNTY RD #182 BRIDGE REHAB	210,406.85	0.00	25,221.00	185,185.85	0.00	185,185,85
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4464	GROG RUN RD BRIDGE PROJ	0.00	0.00	0.00	0.00	0.00	0.00
4465	BUTLER WARREN RD BRIDGE PROJ	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	7,053,693.41	0.00	78,644.42	6,975,048.99	30,060.00	7,005,108.99
4479	AIRPORT CONSTRUCTION	588,381.23	0.00	61,658.62	526,722.61	0.00	526,722,61
4484	P&G TIF ROAD CONSTRUCTION	0.00	0.00	0.00	0,00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	740,451.52	0.00	163,75	740,287.77	0.00	
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00		740,287.77
4491	NEW COUNTY COURT CONSTRUCTION	11,262,189.04	0.00	477,869.01		0.00	0.00
4492	COMMUNICATION PROJECTS	3,883,112.00	0.00	,	10,784,320.03	0.00	10,784,320.03
4493	REDEVELOPMENT TAX EQUIV FUND	528,247.79	0.00	170,749.36	3,712,362.64	0.00	3,712,362.64
4494	COURTS BUILDING	1,264,920.76		0.00	528,247.79	0.00	528,247.79
4495	JAIL CONSTRUCTION SALES TAX	1,973,104.87	0.00	19,908.36	1,245,012.40	0.00	1,245,012.40
4496	JUVENILE DETENTION ADDN & RENO	· ·	0.00	0.00	1,973,104.87	0.00	1,973,104.87
4497	JAIL CONSTRUCTION & REHAB	259,785.28	0.00	0.00	259,785.28	0.00	259,785.28
4498	COUNTY FAIRGROUNDS CONSTRUCTN	8,032,430.63	0.00	0.00	8,032,430.63	0.00	8,032,430.63
****	COST I VINGROUNDS CONSTRUCTO	0.00	0.00	0.00	0.00	0.00	0.00



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES.	CURRENT BALANCE	OUTSTANBING WARRANTS	TREASURER'S FUND BALANCE
4499	JUVENILE/PROBATE CT EXPANSION	472,507.59	0.00	0.00	472,507.59	0.00	472,507.59
5510	WATER REVENUE	22,789,509.15	1,693,813.90	1,360,105.18	23,123,217,87	115,303.59	23,238,521.46
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	3,856,595.34	7,694.10	466,888.68	3,397,400.76	0.00	3,397,400.76
5580	SEWER REVENUE	27,181,930.63	859,593.02	758,920.58	27,282,603.07	175,387.18	27,457,990,25
5581	SEWER IMPROV-WC VOCATIONAL SCH	309,118.25	6,281.47	4,359.73	311,039.99	0.00	311,039.99
5583	WATER CONST PROJECTS	1,214,300.63	2,422.59	212,714.61	1,004,008.61	88,115.11	1,092,123.72
5590	STORM WATER TIER 1	292,225.54	0.00	0.00	292,225.54	0.00	292,225.54
6619	VEHICLE MAINTENANCE ROTARY	30,653.03	50,691.55	62,925.48	18,419.10	14,148.27	32,567.37
6630	SHERIFF'S POLICING REVOLV FUND	566,487.46	232,181.08	423,714.10	374,954.44	0.00	374,954,44
6631	COMMUNICATIONS ROTARY	276,661.37	2,460.34	5,424.47	273,697.24	0.00	273,697,24
6632	HEALTH INSURANCE	303,252.41	1,454,759.72	1,636,186.31	121,825.82	11,346.50	133,172.32
6636	WORKERS COMP SELF INSURANCE	1,760,544.85	0.00	42,535.72	1,718,009,13	6,225.04	1,724,234.17
6637	PROPERTY & CASUALTY INSURANCE	277,237.72	0.00	21,364,00	255,873,72	21,364.00	277,237,72
6650	GASOLINE ROTARY	130,381.00	83,625.69	80,012,51	133,994,18	0.00	133,994,18
7707	P.E.R.S. ROTARY	2,703.44	0.00	0.00	2,703.44	0.00	2,703.44
7708	TOWNSHIP FUND	0.00	4,818,655.20	4,011,655.20	807,000.00	0.00	807,000.00
7709	CORPORATION FUND	8,571.35	3,525,193.18	2,733,329.14	800,435.39	0.00	800,435.39
7713	WATER-SEWER ROTARY FUND	677,740.62	2,257,657.36	2,681,889.08	253,508,90	17,936.98	271,445.88
7714	PAYROLL ROTARY	273,750.30	4,814,286.09	4,786,228,86	301,807.53	846,972,28	1,148,779,81
7715	NON PARTICIPANT ROTARY	16,113.84	120,209.60	12,267.84	124,055.60	9,267.84	133,323.44
7716	SCHOOL	0.00	90,802,000.00	68,552,000.00	22,250,000.00	0.00	22,250,000.00
7717	UNDIVIDED GENERAL TAX	12,312,683.44	190,273,932,56	98,457,914.06	104,128,701,94	250,332.97	
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0,00	0.00	•	104,379,034.91
7719	TRAILER (LIKE REAL ESTATE) TAX	27,881.15	17,084.63	22.39	44,943.39	0.00	0.00
7720	LOCAL GOVERNMENT FUND	0.00	484,989.08		,	0.00	44,943.39
7721	SPECIAL DISTRICTS	0.00	54,000.00	484,989.08 54,000.00	0.00	0.00	0.00





FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7722	CIGARETTE LICENSE TAX	11,021.40	125.00	10,562.06	584.34	700.27	1,284.61
7723	GASOLINE TAX	0.00	546,978.17	546,978.17	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	198,830.54	0.00	0.00	198,830.54	0.00	198,830.54
7725	UNDIVIDED WIRELESS 911 GOV ASS	0.00	30,486.61	30,486.61	0.00	7,621.65	7,621.65
7726	MOTOR VEHICLE LICENSE TAX	0.00	1,066,173.98	1,066,173.98	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
7728	TREASURER TAX REFUNDS	29,553.48	220,745.84	9,335.59	240,963.73	8,336.21	249,299.94
7729	CORONAVIRUS RELIEF DIST FUND	0.00	0.00	0.00	0.00	0.00	0.00
7731	COUNTY LODGING TAX	0.00	0.00	0.00	0.00	0.00	0.00
7734	REAL ESTATE ADVANCE PAYMENT	0.00	0.00	0.00	0.00	0.00	0.00
7738	WIB PASS THRU OHIO TO WORK	0.00	0.00	0.00	0.00	0.00	0.00
7740	TRAILER TAX	0.00	0.00	0.00	0.00	0.00	0.00
7741	LIFE INSURANCE	6,370.63	11,110.00	12,075.01	5,405.62	0.00	5,405.62
7742	LIBRARIES	0.00	552,293.03	552,293.03	0.00	0.00	0.00
7744	ARMCO PARK TOURNAMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00
7745	STATE	3,446.00	3,057.83	3,424.28	3,079.55	3,424.28	6,503.83
7746	MIAMI CONSERVANCY DISTRICT FUN	0.00	0.00	0,00	0.00	0.00	0.00
7747	ADVANCE ESTATE TAX	845.74	0.00	0.00	845.74	0.00	845.74
7751	UNDIVIDED INTEREST	4,585,31	626,864.67	574,328.30	57,121.68	0.00	57,121.68
7754	OHIO ELECTIONS COMMISSION FUND	0.00	0.00	0.00	0.00	0.00	•
7756	SEWER ROTARY	66,825.00	10,700.00	19,260.00	58,265.00		0.00
7757	MERCY PASS THROUGH TO TID	0.00	742,592.14	0.00	742,592.14	19,260.00	77,525.00
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	109,825.32	109,825,32	0.00	0.00	742,592.14
7761	OUTSIDE ENTITY FLOWTHRU	0,00	0.00	0.00			0.00
7765	RECORDER'S ESCROW FUND	29,123.43	855.00	165.00	0.00	0.00	0.00
7766	ESCROW ROTARY	784,133.45	0.00	0.00	29,813.43	0.00	29,813.43
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	784,133.45 0.00	0.00 0.00	784,133.45 0.00



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7768	RE TAX PYMT PRO/PRE/SALES	3,583.48	3,887.98	0.00	7,471.46	0.00	7,471.46
7769	BANKRUPTCY POST PETITION CONDU	12,905.88	1,430.00	0.00	14,335.88	0.00	14,335.88
7772	LEBANON MUN ORD VIOLATION INDI	19,118.75	0.00	375.00	18,743.75	56.25	18,800.00
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	125.00	125,00
7774	ARSON OFFENDER REGISTR FEE	317.00	0.00	0.00	317.00	0.00	317.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	16,082.62	15,841.25	14,350.75	17,573.12	0.00	17,573.12
7776	UNDIVIDED EVIDENCE SHERIFF	25,107.25	0.00	0.00	25,107.25	0.00	25,107.25
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	582,361.00	933,100.00	833,311.56	682,149.44	1,046,632.35	
7779	UNDIVIDED DRUG TASK FORCE SEIZ	364,482.10	11,726.40	28,162.21	348,046.29	192.00	348,238.29
7781	REFUNDABLE DEPOSITS	413,213.16	17,420.97	16,505.97	414,128.16	6,011,07	420,139,23
7782	SHERIFF - LOST/ABANDONED PROPE	44.34	0.00	0.00	44.34	0.00	44.34
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	0.00	0.00	0.00	0.00	0.00	0.00
7788	UNDIVIDED PUBLIC UTILITY DEREG	0.00	0.00	0.00	0.00	0.00	0.00
7789	FORFEITED LAND	0.00	0.00	0.00	0,00	0.00	0.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00
7792	ZONING & BLDG BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00
7793	HOUSING TRUST AUTHORITY	0.00	87,181.00	0.00	87,181 , 00	0.00	87, 1 81.00
7795	UNDIVIDED INDIGENT FEES	0.00	3,023.00	3,023.00	0.00	604.60	604.60
7796	MASON MUN ORD VIOLATION INDIGE	7,334,24	0.00	3,387.50	3,946.74	150.00	4,096.74
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	205.00	205.00	0.00	0.00	4,050.74
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020,47		
8843	UNCLAIMED MONEY	671,367.02	2,514.09	106,42	673,774.69	0.00	138,020.47
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	•	0.00	673,774.69
9911	WARREN CO HEALTH DISTRICT	9,100,111.52	130,603,95	452,276.06	43,609.59 8,778,439.41	0.00 16,853.07	43,609.59 8,795,292.48



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
9912	FOOD SERVICE	343,235.86	9,732.00	23,353.59	329,614.27	2,049.50	331,663.7
9915	PLUMBING BOND-HEALTH DEPT.	0.00	0.00	0.00	0.00	0.00	0.0
9916	STATE REGULATED SEWAGE PROGRAM	132,629.54	8,614.00	33,931.98	107,311,56	1,141.00	108,452.50
9925	SOIL & WATER CONSERVATION DIST	871,938.25	0.00	93,226.18	778,712.07	4,920.80	783,632.87
9928	REGIONAL PLANNING	454,501.15	30,323.00	39,412.83	445,411,32	351.40	445,762.72
9938	WARREN COUNTY PARK DISTRICT	1,516,630.91	625,411.07	88,767.78	2,053,274.20	13,769.50	2,067,043.70
9944	ARMCO PARK	315,685.80	215,946.13	165,358.31	366,273.62	38,960.47	405,234.09
9953	WATER SYSTEM FUND	50,320.03	1,871,63	386.80	51,804.86	84.00	51,888.86
9954	MENTAL HEALTH RECOVERY BOARD	15,238,100.90	1,194,349.64	1,016,570.42	15,415,880.12	426,593.44	15,842,473.58
9961	HEALTH GRANT FUND	395,828.91	86,038.34	170,126.76	311,740.49	0.00	311,740.49
9963	CAMPGROUNDS	2,220.12	0.00	0.00	2,220.12	0.00	2,220,12
9976	HEALTH - SWIMMING POOL FUND	205,447.09	0.00	11,194.01	194,253.08	2,285.00	•
9977	DRUG TASK FORCE COG	530,711,55	141,080.83	13,436,94	658,355.44	·	196,538.08
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	•	11,386.00	669,741.44
Total				0.00	0.00	0.00	0.00
iolai		378,846,890.47	323,534,076.17	211,811,191.30	490,569,775.34	4,732,316.27	495,302,091.6

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for July, 2024 showing the balance on hand in cash in each fund at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

Resolution Number 24-1015

Adopted Date ___August 06, 2024

ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 7/30/24 and 8/1/24 as attached hereto and made a part hereof.

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

Mr. Young - yea

Mrs. Jones - yea

Mr. Grossmann - yea

Resolution adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS

/kp

cc:

Auditor ¥

Number 24-1016

Adopted Date August 06, 2024

APPROVING VARIOUS RECORD PLATS

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

- Hamilton Pointe Section 2A Replat Hamilton Township
- Clearview Crossing at Stone Ridge Right-of-Way Dedication Plat Clearcreek Township

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

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

Resolution adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS

rystal Powell, Cleri

cc: F

Plat File

RPC

Number_24-1017

Adopted Date _August 06, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO THE LOCAL FISCAL RECOVERY ENHANCED CHILD CARE ASSISTANCE FUND 2211

BE IT RESOLVED, to approve the following supplemental appropriation into the Local Fiscal Recovery Enhanced Child Care Assistance fund 2211:

\$ 360,000.00

#22111111-5400 into

(Fiscal Rec – Purchased Services)

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

Mr. Young – yea

Mrs. Jones – yea

cc:

Mr. Grossmann – yea

Resolution adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS

Supplemental Appropriation file

Human Services (file)

Number_24-1018

Adopted Date August 06, 2024

APPROVING AN APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO JUVENILE COURT FUND #11011240

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Juvenile Court Fund #11011240 in order to process a vacation payout for Alexis Dewitt, former employee of the Juvenile Court:

\$252.00

from #11011110-5882

(Commissioners – Vacation Leave Payout)

into #11011240-5882

(Juvenile Court -- Vacation Leave Payout)

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

Mr. Young - yea

Mrs. Jones – yea

Mr. Grossmann - yea

Resolution adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS

cc:

Auditor \

Appropriation Adjustment file

Juvenile (file)

OMB

Number 24-1019

Adopted Date __August 06, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN COMMON PLEAS COURT FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 10,000.00 from 11011220-5820 (Health & Life Insurance)

\$ 8,000.00 into 11011220-5940 (Travel)

\$ 2,000.00 (Non-Taxable Meal Fringe) into 11011220-5911

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

Mr. Young – yea

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS

cc:

Auditor V

Appropriation Adjustment file Common Pleas Court (file)

Resolution

Number 24-1020

Adopted Date _August 06, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN COMMISSIONERS FUND #11011600

BE IT RESOLVED, to approve the following appropriation adjustment in order to process Employee Reimbursements:

\$ 500.00

from #11011600-5910

(FacMgmt Other Expense)

into #11011600-5911 (FacMgmt Non Taxable Meal Fringe)

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

Mr. Young - yea

Mrs. Jones - yea

Mr. Grossmann - yea

Resolution adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS

js//

cc:

Auditor \

Appropriation Adjustment file

FAC(file)

Number 24-1021

Adopted Date _August 06, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND #11012200

BE IT RESOLVED, to approve the following appropriation adjustments within Warren County Sheriff's Office Fund #11012200:

\$17,000.00

from

11012200-5223

(Gas & Oil – Operating Supplies)

into

11012200-5850

(Sheriff Training/Education)

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

Mr. Young - yea

Mrs. Jones – yea

Mr. Grossmann - yea

Resolution adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS

cc:

Auditor \

Appropriation Adjustment file

Sheriff's Office (file)

Number_24-1022

Adopted Date __August 06, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN BUILDING AND ZONING DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$100.00

from #11012300-5940

(Travel)

#11012300-5911 into

(Non-Taxable Meal Fringe)

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

Mr. Young - yea

Mrs. Jones - yea

Mr. Grossmann – yea

Resolution adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS

cc:

Auditor,

Appropriation Adj. file Building/Zoning (file)

Resolution

Number 24-1023

Adopted Date _ August 06, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS DEPARTMENT FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2,000.00

from #11012810-5850

(Telecom Training/Education)

into

#11012810-5940

(Telecom Travel)

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

Mr. Young – yea

Mrs. Jones – yea

Mr. Grossmann - yea

Resolution adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS

cc:

Auditor '

Appropriation Adj. file

Telecom (file)

Resolution

Number 24-1024

Adopted Date August 06, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN ENGINEER'S OFFICE FUNDS #11011750 AND #2202

BE IT RESOLVED, to approve the following appropriation adjustments:

\$!000.00

from 11011750-5320 (Tax Map – Capital Purchases)

into

11011750-5210

(Tas Map – Materials and Supplies)

\$ 20,000.00

from 22023130-5400

(Purchased Services)

into

22023130-5421

(Rent or Lease)

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

Mr. Young – yea

Mrs. Jones – yea

Mr. Grossmann - yea

Resolution adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS

cc:

Auditor \

Appropriation Adj. file

Engineer (file)

Number 24-1025

Adopted Date August 06, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND #2247

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court RECLAIM fund #2247:

\$10,400.00

from

22471242-5400

(Purchased Services)

into

22471242-5910

(Other Expense)

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

Mr. Young – yea

Mrs. Jones - yea

Mr. Grossmann – yea

Resolution adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS

cc: Auditory

Appropriation Adj. file

Juvenile (file)

Number_ 24-1026_

Adopted Date _

August 06, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN CHILDREN SERVICES FUND #2273

BE IT RESOLVED, to approve the following appropriation adjustments:

\$1,300.00	from	#22735100-5317	(Non-Capital Purchases)
	into	#22735100-5940	(Travel)
\$ 275.28	from	#22735100-5317	(Non-Capital Purchases)
	into	#22735100-5210	(Materials & Supplies)
\$5,074.72	from	#22735100-5850	(Training/Education)
	into	#22735100-5210	(Materials & Supplies)
\$ 250.00	from	#22735100-5922	(Taxable Meal Fringe)
	into	#22735100-5210	(Materials & Supplies)

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

Mr. Young – yea

Mrs. Jones – yea

Mr. Grossmann - yea

Resolution adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc:

Auditor_____

Appropriation Adj. file Children Services (file)

Number_24-1027

Adopted Date _August 06, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT COMMUNITY BASED CORRECTIONS DONATION FUND #2288

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,500.00

from

BUDGET-BUDGET 22881226-5400

(Purchased Services)

BUDGET-BUDGET 22881226-5855 into

(Clothing & Personal Equip)

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

Mr. Young – yea

Mrs. Jones – yea

Mr. Grossmann - yea

Resolution adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS

Auditor \checkmark cc:

Appropriation Adjustment file

Common Pleas (file)

Resolution

Number 24-1028

Adopted Date August 06, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN WATER REVENUE FUND #5510

WHEREAS, the Water and Sewer Department incurs costs for the payment of an insurance deductible that resulted from a damage claim; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs.

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

\$100,000.00 from 55103209 - 5400

(PURCHASED SERVICES)

into 55103200 - 5910 (OTHER EXPENSES)

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

Mr. Young – yea

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS

mbz

cc:

Auditor V

Appropriation Adj. file Water/Sewer (file)

Resolution

Number_24-1029

Adopted Date __August 06, 2024

APPROVING REQUISITIONS AND AUTHORIZING THE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Martin Russell, County Administrator, to sign on behalf of this Board of County Commissioners.

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

Mr. Young – yea

Mr. Grossmann - yea

Mrs. Jones – yea

Resolution adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS

/kp

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
		INTERSTATE 75 WATERMAIN CROSSI	\$ 135,433.28 *CONTRACT IN PACKET
ENG ENG		ENG.PERM EASE FOR DRY RUN RD B	\$ 425.00 *CONTRACT IN PACKET
LING	JACKIE SAYRE	ENG.PERM EASE FOR DRY RUN RD B	\$ 425.00 *CONTRACT IN PACKET

PO CHANGE ORDERS

WAT	WESSLER ENGINEERING INC	WAT MIDD JUNC WELLFIELD DVLMT PROJ	ċ	65 000 00	*INCREASE
FAC	* · · · · · ·		ب	03,000.00	INCKEASE
IAC	RIVER ROCK VENTURES INC	FAC DESIGN BUILD FEES	Ś	7,000,000.00	*INCREASE
GRA	JK MEURER CORP	GPA EV24 PLITLEDVILLE CODE PROJECT		•	
	THE	GRA FY24 BUTLERVILLE CDBG PROJECT	Ş	1,665.00	*INCREASE

8/6/24 APPROVED:

Martin Russell, County Administrator

Resolution

Number_24-1030

Adopted Date _August 06, 2024

AUTHORIZING THE PRESIDENT OF THE BOARD TO ENTER INTO A TEMPORARY REVOCABLE LICENSE AGREEMENT WITH CITYGATE CHURCH RELATIVE TO TEMPORARY USE OF WARREN COUNTY PROPERTY

WHEREAS, this Board is in receipt of a request from Citygate Church to utilize land located within the City of Lebanon adjacent to the Warren County Water Department's Water Warehouse, for a fireworks display on Sunday, September 1, 2024.

NOW THEREFORE BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Temporary Revocable License Agreement with Citygate Church, as attached hereto and made a part hereof.

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

Mr. Young - yea

Mr. Grossmann - yea

Mrs. Jones – yea

Resolution adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS

LL/

cc:

C/A—Citygate Church

Water/Sewer (file)

The Board of Commissioners of Warren County, Ohio, 460 Justice Drive, Lebanon, OH 45036 (the "Licensor") grants a temporary revocable license to City Gate Church of Cincinnati, Inc., 1004 Columbus Avenue, Lebanon, OH 45036 (the "Licensee") to use the property (land only) located at 1200 Monroe Road, Lebanon, OH 45036, commonly referred to as the Warren County Water Department's Water Warehouse as more particularly described herein (the "Premises"), for the limited purpose and time, and subject to the following terms and conditions, set forth in this Agreement.

- 1. The temporary license is for the limited purpose of setting up and launching fireworks from Licensor's property illustrated on the attached Exhibit A and identified thereon as Acct. # 613075. All buildings, structures, or other physical apparatus are excluded from this Agreement the agreement only grants the right to use open space/vacant land identified in Exhibit A
- 2. The temporary license is for the limited time of Sunday, September 1, 2024.
- 3. The temporary license shall not be effective until such time as the following conditions have been fully satisfied by the Licensee and evidence of such compliance is delivered to the County Administrator:
 - Licensee provides written verification to Licensor that the fireworks will be set up and launched by an insured commercial company experienced in fireworks displays; and,
 - Licensee has all permits in hand from the City of Lebanon and any other applicable governmental agency required for hosting a firework display; and,
 - Licensee has representatives from the Lebanon Fire Department on site for the event; and,
 - Licensee provides Licensor a certificate of insurance evidencing that Licensee has in effect on September 1, 2024, casualty and liability insurance coverage for special events including fireworks displays with minimum limits of Two Million Dollars (\$2,000,000.00) that names the Licensor and its officials and employees as an additional insured, and such certificate evidences such policy provides the same limits of coverage for Licensor and Licensor's premises as it provides for the primary insured and the primary insured's premises; and,
 - Licensee has this Agreement executed by its representative as authorized by a governing board or trustees.
- 4. Licensee shall be solely responsible for cleaning up and restoring the Premises to a reasonably close to the condition that existed prior to Licensee and its contractor entering onto the Premises.
- 5. Licensee acknowledges that use of the Premises may entail known and unanticipated risks that could result in property damage, physical or emotional injury, paralysis or death to Licensee or to its third party guests and invitees. Licensee further understands that such risks are a known and accepted part of the use of the Premises due to: (i) the physical condition of the Premises; (ii) obstructions that cause safety hazards to the Premises; and, (iii) the inherent dangers of the activities described herein including but not limited to the display of fireworks. Licensee acknowledges that Licensor assumes no responsibility for Licensee or any third party contractors, guests' or invitees' medical condition, health, fitness, skill, abilities, predicting or anticipating weather, the elements or the terrain, nor for the adequacy or sufficiency of warnings or lack thereof, or appurtenances thereto.
- 6. Licensee expressly agrees and promises that Licensee fully knows and understands, accepts, and assumes all of the risks of the use of the Premises as stated above, and further to know and comply with all laws which may apply (for which Licensor makes no representation or warranty

that Licensee's intended use is legally permitted). Licensee's use of the Premises is at Licensee's request, and does so with full knowledge and in spite of all risks, both known and unknown.

- 7. Licensee voluntarily releases, waives, forever discharges, and agrees to hold harmless Licensor and its officials and employees from any and all claims, demands, or causes of action for negligent acts or omissions of Licensee and its elected officials, employees, and agents which are in any way connected with Licensee's use of the Premises due to: (i) the physical condition of the Premises; (ii) obstructions that cause safety hazards to the Premises; and, (iii) the inherent dangers of recreational activities including but not limited to the use of firearms.
- 8. Licensee hereby represents and warrants that Licensee will obtain or continue to procure a policy of insurance as provided in paragraph 1.
- 9. Licensee shall make no improvements, changes or alterations to the Premises, and shall not cause any damage or environmental hazards to the Premises.
- 10. Licensee irrevocably waives the right to file, and further agrees not to file or cause to be filed any claim or litigation regarding any and all matters covered by this Agreement. Licensee acknowledges that if anyone is injured, or property is damaged during Licensee's use of the Premises, that Licensee may be found by a court of law to have waived its right to maintain a lawsuit against Licensor and its elected officials, employees, agents and insurers, on the basis of any claim as such have been released herein.
- 11. Licensee agrees that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
- This agreement shall NOT be recorded, and may be revoked by Licensor should the property be needed 12. for any governmental purpose as determined in the sole discretion of the Licensor.

The parties acknowledge and represent that each have had a sufficient opportunity to read this entire document and has prior to signing it reviewed it with the assistance of legal counsel or have elected not to review it with the assistance of legal counsel; and, each do further acknowledge and represent that they understood its contents, and shall be legally bound by its terms.

LICENSEE: [CITY GATE CHURCH]

SIGNATURE: ///////

NAME: Patrick Halamb

TITLE: Campus

DATE: 7.24.24

STATE OF OHIO, COUNTY OF WARREN, ss:

Sworn to and subscribed before me, a Notary Public, in the said County and State, by an individual known or proven to me to be Patrick W. Halcomb, the authorized representative of the Licensee in the forwoing Agreement, on this 24th day of August, 2024.

JENNIFER L KIRBY

Notary Public, State of Ohlo My Commission Expires August 02, 2026

NOTARY PUBLIC

Page -2-

IN EXECUTION WHEREOF, the Board of Commissioners of Warren County, Ohio, has cause this agreement to be executed on its behalf, by it's President or Vice-President, pursuant to Resolution Number 24-1030, dated August, 2024.

LICENSOR: [WARREN COUNTY, OHIO]

SIGNATURE:

NAME:_ TITLE: _

DATE: 8/6/2

STATE OF OHIO, COUNTY OF WARREN, ss:

Sworn to and subscribed before me, a Notary Public, in the said County and State, by an individual known or proven to me to be the President or Vice-President of the Board of Commissioners of Warren County, Ohio, on this $\c b$ day of August, 2024.

[seal]

NOTARY PUBLIC

APPROVED AS TO FORM

Bruce A. McGarv U Asst. Prosecuting Attorney LAURA K LANDER NOTARY PUBLIC • STATE OF OHIO Comm. No. 2017-RE-687973

My Commission Expires Dec. 26, 2027



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

the terms and conditions of the policy, certain policies may require an certificate holder in lieu of such endorsement(s).	endorse	ment. A stat	tement on th	is certificate does not c	onfer r	ights to the
PRODUCER	CONTA NAME:	CT Kristy Wol	fe.			
Ryder Rosacker McCue & Huston (MGD by Hull & Company)	PHONE	o, Ext): 308-38		FAX (A/C, No):	308-38	2-7109
509 W Koenig St Grand Island NE 68801	I F-MAII	ss: kwolfe@i				
Statia tolaria (12 00001	ADDRE			RDING COVERAGE		NAIC #
	INCLID	ERA: SCOTTS			_	41297
INSURED	INSUR		DALL INO G	<u>9</u>		71237
Yokum Fireworks LLC	INSURI					
6457 Glenway av #191 Cincinnati OH 45211	INSURI					_ -
Ollowing Off 402 f	INSURI					
	INSUR					.
COVERAGES CERTIFICATE NUMBER: 639508165	LINSOK	-N.F.,		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW H. INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFOR EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAV	n of an Ded by	Y CONTRACT THE POLICIE: REDUCED BY	THE INSURE OR OTHER I S DESCRIBEI PAID CLAIMS	ED NAMED ABOVE FOR THE DOCUMENT WITH RESPECT TO HEREIN IS SUBJECT TO	CT TO V	WHICH THIS
INSR TYPE OF INSURANCE ADDL SUBR NORTH POLICY NUMBER		(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A GENERAL LIABILITY CLH0015886		3/9/2024	3/9/2025	EACH OCCURRENCE	\$ 1, <u>000,</u> 0	000
X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,00	0
CLAIMS-MADE X OCCUR				MED EXP (Any one person)	\$ 5,000	
				PERSONAL & ADV INJURY	\$ 1,000,0	000
				GENERAL AGGREGATE	\$ 2,000,0	100
GENL AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 2,000,0	100
X POLICY PRO- JECT LOC				COMBINED SINGLE LIMIT	\$	
AUTOMOBILE LIABILITY				(Ea accident)	\$	_
ANY AUTO ALL OWNED SCHEDULED		1			\$	
AUTOS AUTOS NON-OWNED				PROPERTY PALLAGE	\$	
HIRED AUTOS AUTOS				(Per accident)	\$	
					\$	
UMBRELLA LIAB OCCUR		`	1	EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE				AGGREGATE	\$	
DED RETENTION \$					\$	
AND EMPLOYERS' LIABILITY				WC STATU- OTH- TORY LIMITS ER		_
ANY PROPRIETOR/PARTNER/EXECUTIVE N/A				E.L. EACH ACCIDENT	\$	
(Mandatory In NH) If yes, describe under				E.L. DISEASE - EA EMPLOYEE	\$	
DÉSCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT	\$	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Atlach ACORD 101, Additional Remarks Regarding the General Liability coverage, Waiver of Subrogation applies to the agreement. Regarding the General Liability coverage, Blanket Additional Insured applies to agreement. Date of Display 9/1/2024	entities l	isted below po	er attached fo	•	_	
Additional Insured list as Warren County See Altached						
CERTIFICATE HOLDER	CANC	ELLATION				
Citygate Church 1004 Columbus Ave	THE ACC	EXPIRATION ORDANCE WIT	DATE THE	SCRIBED POLICIES BE CA REOF, NOTICE WILL BI Y PROVISIONS.		
Lebanon oh 45036 United States	AUTHORIZED REPRESENTATIVE					

AGENCY CUSTOMER ID:			
LOC#	·		



ADDITIONAL REMARKS SCHEDULE

Page _ 1 _ of _ 1

AGENCY Ryder Rosacker McCue & Huston (MGD by Hull & Company)		NAMED INSURED Yokum Fireworks LLC 6457 Glenway av #191 Cincinnati OH 45211		
POLICY NUMBER		Cincinnati OH 45211		
CARRIER	NAIC CODE	EFFECTIVE DATE:		
ADDITIONAL REMARKS				
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACC	ORD FORM,	· · · · · · · · · · · · · · · · · · ·		
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF	F LIABILITY II	NSURANCE		
Inertia LTD Inertia LTD property located at 1015 Jillora Ct. with 2 buildings and	l 1014 Jillora (Ct Lebanon OH with 1 building		
		•		

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss.

Additional Premium is Included

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We walve any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This walver applies only to the person or organization shown in the Schedule above.



END	ORS	EM	ENT
NO.			

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

- That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - **b.** The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

 With respect to the insurance afforded to these additional insureds, the following exclusions are added to item 2. Exclusions of SECTION I— COVERAGES:

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- 3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
- Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.
- 5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- **b.** Supervisory, inspection, architectural or engineering activities.
- 6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

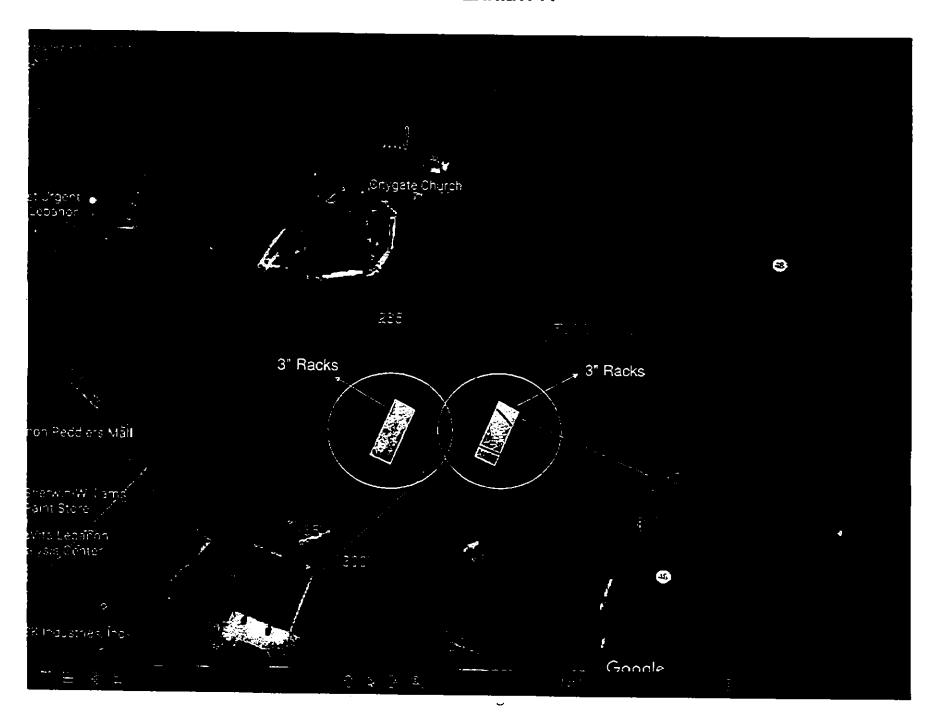
written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under SECTION I—COVERAGES to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

AUTHORIZED REPRESENTATIVE

DATE

EXHIBIT A



Number 24-1031

Adopted Date August 06, 2024

ALLOCATING AMERICAN RESCUE PLAN ACT FUNDS TOWARDS THE MORELAND ACRES AND SOCIALVILLE TRANSMISSION WATERMAIN PROJECTS AND TRANSFERRING TO THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Warren County is the recipient of American Rescue Plan Act funds, and

WHEREAS, the County had previously allocated two million dollars (\$2,000,000) to go towards sewer projects that were later found to be ineligible uses of funds due to their location on private property, and

WHEREAS, the County has deemed it appropriate to apply said funds to the following projects:

\$ 607,119.80

to Moreland Acres 6" watermain

\$1,392,880.20

to Socialville Transmission 24" watermain

NOW THEREFORE BE IT RESOLVED, to allocate and transfer \$607,119.80 for the Moreland Acres 6" watermain and \$1,392,880.20 for the Socialville Transmission 24" watermain to the Warren County Water and Sewer Department.

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

Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

/sm

cc;

Auditor

OGA (File)

Water/Sewer (file)

Project files

Number 24-1032

Adopted Date August 06, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO LOCAL FISCAL RECOVERY FUND #2211

WHEREAS, appropriations must be in place for the Moreland Acres 6" Watermain and Socialville 24" Watermain American Rescue Plan Act (ARPA) projects.

NOW THEREFORE BE IT RESOLVED, to approve the following supplemental appropriation into #2211:

\$ 2,000,000.00

into

#22111110-5320

(Capital Purchases)

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

Mr. Young – yea

Mr. Grossmann - yea

Mrs. Jones – yea

Resolution adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc:

Auditor V

Supplemental Appropriation file

OMB (file)

OGA (file)

Resolution

Number_24-1033

Adopted Date

August 06, 2024

AUTHORIZING THE BOARD TO PARTICIPATE IN, PROCEED WITH, AND NOT OPTOUT OF SETTLEMENT AGREEMENTS WITH TYCO FIRE PRODUCTS, CHEMGUARD AND RELATED ENTITIES, AND BASF CORPORATION IN THE PUBLIC WATER SYSTEM'S PORTION OF THE MULTI-DISTRICT LITIGATION MATTER, AS A PARTIAL SETTLEMENT OF WARREN COUNTY'S CLAIMS IN PFAS LITIGATION AND AUTHORIZE THE COUNTY ADMINISTRATOR OR DEPUTY COUNTY ADMINISTRATOR TO SIGN ALL DOCUMENTS RELATIVE THERETO

WHEREAS, this Board retained legal counsel who initiated litigation on its behalf which was captioned *Board of County Commissioners of Warren County, Ohio v. 3M Company, et al*, in the Warren County Court of Common Pleas, docketed as Case No. 23CV096288; and

WHEREAS, the litigation has been removed to the United States District Court of South Carolina, docketed as Case No. MDL 2:18-mn-2873-RMG; and

WHEREAS, while the litigation is not certified as a class action, to date the parties have negotiated separate class settlements with various defendants, now including Tyco Fire Products, Chemguard and related entities, and BASF Corporation; and

WHEREAS, the deadline to opt-out of the Tyco Fire Products, Chemguard and related entities, and BASF Corporation settlements is September 23, 2024; and

WHEREAS, upon advice of legal counsel, the Board desires not to opt-out of the settlement agreements and proceed with filing claims in the Tyco Defendants and Defendant, BASF Corporation settlements.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Warren County, Ohio, at least a majority of all its members casting a vote concur as follows:

- The Board approves proceeding with the settlement agreements with Tyco Fire Products, Chemguard and related entities, and BASF Corporation, and further authorizes its legal counsel not to opt-out of either settlement agreement and to take all necessary steps for Warren County to participate in the claims process associated with each settlement.
- 2) The Board further authorizes the County Administrator or Deputy County Administrator to execute any and all documents in furtherance of the same.
- 3) The findings made by the Board in the above whereas clauses are adopted as a part of these resolving paragraphs.
- 4) All action taken relating hereto and this Resolution is an administrative act.

RESOLUTION #24-1033 AUGUST 06, 2024 PAGE 2

5) All action taken relating hereto to and this Resolution occurred in an open meeting of the Board in compliance with the Ohio Open Meetings Act, Section 121. 22, et seq. of the Ohio Revised Code.

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

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

Resolution adopted this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS

CERTIFICATION

I hereby certify that the foregoing is a true, accurate, and complete copy of Resolution No. 24-1033 adopted August 6, 2024, by the Board of Commissioners of Warren County, Ohio.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Commissioners' file
David Fornshell, Prosecutor
Bruce McGary, Asst. Prosecutor

C/A—Baron & Budd, P.C.

Cossich, Sumich, Parsiola & Taylor LLC Markovits, Stock & DeMarco, LLC

McNamee & McNamee, LLP

Oths, Heiser, Miller, Waigand & Clagg, LLC

Litigation file