

# Resolution

Number 22-0803

Adopted Date June 07, 2022

ACCEPT RESIGNATION OF ELISABETH RUNNELLS, WATER AND SEWER UTILITY CLERK I, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE JUNE 2, 2022

BE IT RESOLVED, to accept the resignation, of Elisabeth Runnells, Water and Sewer Utility Clerk I, within the Warren County Water and Sewer Department, effective June 2, 2022.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water and Sewer (file)  
E. Runnells' Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 22-0804

Adopted Date June 07, 2022

AUTHORIZE THE POSTING OF THE "WATER AND SEWER UTILITY CLERK I" POSITION WITHIN THE WATER AND SEWER DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02 (A)

WHEREAS, there exists an opening for the "Water and Sewer Utility Clerk I" position within the Water and Sewer Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Water and Sewer Utility Clerk I" in accordance with Warren County Personnel Policy Manual, Section 2.02 (A); posting to occur for a period of at least seven (7) consecutive calendar days beginning June 2, 2022.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
OMB – S. Spencer

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-0805

Adopted Date June 07, 2022

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

WHEREAS, Jared Perkins, Water Distribution Worker I within the Warren County Water and Sewer Department, has successfully completed a 365-day probationary period, effective June 1, 2022; and

NOW THEREFORE BE IT RESOLVED, to approve Jared Perkins' completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$17.06 per hour effective pay period beginning June 4, 2022.

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Water & Sewer (file)  
J. Perkins' Personnel File  
OMB – Sue Spencer

# Resolution

Number 22-0806

Adopted Date June 07, 2022

APPROVE PROMOTION OF BRENDAN CZINEGE TO THE POSITION OF WATER DISTRIBUTION WORKER III WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Czinege has successfully completed the 150 hours of required backhoe training and is eligible to be promoted to a Water Distribution Worker III classification; and

WHEREAS, it is the desire of the Board to promote Brendan Czinege to said position in accordance with the Sanitary Engineer's staffing plan; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Brendan Czinege to the position of Water Distribution Worker III within the Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range #17, 22.99 per hour, effective pay period beginning June 4, 2022.

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 22-0807

Adopted Date June 07, 2022

HIRE AURORA BUTLER AS ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to hire Aurora Butler within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #6, \$16.07 per hour, under the Warren County Job and Family Services compensation plan, effective June 21, 2022, subject a negative drug screen, background check, and a 365-day probationary period.

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

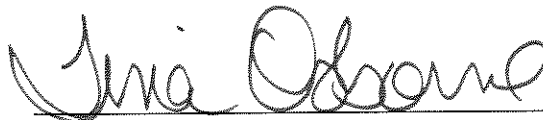
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

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

# Resolution

Number 22-0808

Adopted Date June 07, 2022

APPROVE PROMOTION OF MICHAEL GLADWELL FROM BUILDING AND ELECTRICAL INSPECTOR III TO RESIDENTIAL BUILDING OFFICIAL WITHIN THE BUILDING AND ZONING DEPARTMENT

WHEREAS, Mr. Gladwell has obtained the required certification for the Residential Building Official classification; and

WHEREAS, it is the desire of the Board to promote Mr. Gladwell to a Residential Building Official classification; and


NOW THEREFORE BE IT RESOLVED, to promote Michael Gladwell from Building and Electrical Inspector III to Residential Building Official at pay range #20, \$32.44 per hour, effective pay period beginning June 4, 2022.

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

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

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building/Zoning (file)  
M. Gladwell's Personnel File  
OMB-Sue Spencer

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-0809

Adopted Date June 07, 2022

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,  
JUNE 9, 2022

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday, June 9, 2022.

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

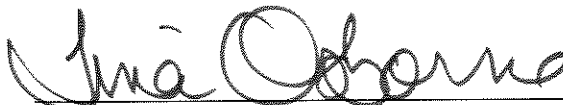
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor   
Commissioners' file  
Press

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-0810

Adopted Date June 07, 2022

ADVERTISE AND SET JULY 12, 2022, AT 9:15 A.M. FOR THE PUBLIC HEARING TO CONSIDER THE COUNTY'S YEAR 2023 TAX BUDGET

BE IT RESOLVED, to set July 12, 2022, at 9:15 a.m., in the County Commissioners' Meeting Room, for the public hearing to consider the filing of the County's Year 2023 Tax Budget; and

BE IT FURTHER RESOLVED, to advertise one (1) time in a newspaper of general circulation, at least ten (10) days prior to hearing.

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

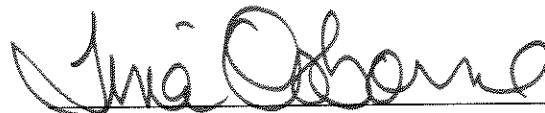
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

to/

cc:

Auditor

Budget file

Tina Osborne



# Resolution

Number 22-0811

Adopted Date June 07, 2022

APPROVE AND ENTER INTO CONTRACT WITH CHAMPLIN ARCHITECTURE FOR THE WARREN COUNTY FACILITIES MASTER PLAN STUDY, ON BEHALF OF WARREN COUNTY FACILITIES MANAGEMENT

WHEREAS, pursuant to Resolution #22-0500, adopted April 05, 2022, this Board authorized Trevor Hearn, Director of Facilities Management, to initiate negotiations for architectural services with Champlin Architecture relative to the Warren County Facilities Master Plan Study; and

WHEREAS, said negotiations are complete and it is the recommendation of the Director of Facilities Management to enter into contract with Champlin Architecture relative to the Warren County Facilities Master Plan Study; and

NOW THEREFORE BE IT RESOLVED, to approve and enter into contract with Champlin Architecture, 720 Pete Rose Way, Cincinnati, Ohio, for architectural services for the Warren County Facilities Master Plan Study; as attached hereto and made a part hereof.

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

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

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Champlin Architecture  
Facilities Management (file)

## PROFESSIONAL SERVICES AGREEMENT

### Warren County Master Plan Study

This professional services agreement ("Agreement") made and entered into on the date last stated below, by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter called the "County"), and Champlin Architecture, 720 Pete Rose Way, Cincinnati, Ohio (hereinafter called the "Consultant").

#### WITNESSETH:

**WHEREAS**, the County desires professional services for the preparation of a Facilities Master Plan Study with ending product being a Facilities Master Plan. The Master Plan Study will help the County improve the design, layout, and utilization of the County's Justice Drive Campus, Silver Street Campus, and multiple other facilities, all located in Lebanon, Ohio.

The County's goals to be achieved through this endeavor are as follows:

- Correlate operational space needs with current facilities to determine adequacy and opportunities for enhancement.
- Identify opportunities for changes in the built environment to improve operational efficiencies, enhance safety & security, and improve the quality of the public experience.
- Explore future growth projections and develop a proposed timeline of facilities enhancements to meet the needs resulting from those projections.
- Provide estimates of construction costs for proposed enhancements including any renovation, expansions, new construction, demolition, and site improvements, along with a general prioritization of development.
- Develop a final product of a full master plan inclusive of the above items.

**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

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

**I. SCOPE OF SERVICES:**

The scope of the master plan covers approximately 725,000 square feet within 17 buildings. There are 35 departments in the 17 buildings.

The Consultant will provide the following services and documentation:

1. Review documentation of the existing buildings provided by the County. This documentation is expected to include original building drawings, some drawings from various additions and renovations, and CAD files of buildings where available (it is known that CAD files for 1 or 2 buildings likely do not exist. For the purposes of this proposal, it is assumed field work will be performed and background drawings will be generated for 2 smaller buildings).
2. Develop a written survey for distribution to department heads (and others as the County determines appropriate). Survey content to include questions on current needs as well as projected needs related to staffing, storage, and public interaction over a defined period of time.
3. Collect survey responses and develop follow-up questions. Conduct interviews with all department respondents.
4. Tour facilities and departments as part of the interview process. Tours will be used to conduct a cursory review of the accuracy of the documentation and CAD files provided to the Consultant. The intent is to verify accuracy to a level appropriate for master planning.
5. Provide recommendations for architectural facility improvements. These recommendations may appear on drawings, in narrative form, or a combination of both.
6. Using the findings from the survey and master planning, develop a preliminary opinion of probable cost for implementation of several renovations or improvements to county owned facilities. The County expects these estimates to be in current dollars that will be influenced by future design decisions.
7. The final deliverable is intended to be a report with an executive summary and supporting documentation.

8. The Consultant anticipates 2-3 meetings with the core advisory committee during the course of master planning to discuss findings and gather feedback from a county perspective. The County will require a presentation to Board of County Commissioners of the Consultant's findings and recommendations. The Consultant has included these meetings and the presentation in this proposal.

## **II. COUNTY RESPONSIBILITIES**

The County shall supply the following data to the Consultant:

1. Provide full information as to the requirements for the project.
2. Assist Consultant by placing at his disposal all available information pertinent to the project. Furnish copies at no charge.
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 services of the Consultant. Provide prompt written notice to the Consultant whether County observes or otherwise becomes aware of any defect in the project.
4. Make all of the County's core team members available for interviews with the Consultant.
5. Provide access to Consultant's staff for field visits to the sites.

## **III. COMPENSATION**

1. The Consultant's services shall commence upon the written authorization by the County to proceed as limited and stipulated by said written authorization. Any variation in scope of work and/or compensation relative thereto must be upon written authorization of the County.
2. All services performed pursuant to this Agreement shall be on a "per-hour" basis for the principals and employees of the Consultant, in accordance with the attached current fee schedule.
3. Based on the requirements of the project contract documents, specifications, and detail plans described herein, total compensation for all services performed under this Agreement shall not exceed the following amounts:

Base Contract

\$ 89,922.00

Payment of compensation shall be made to the Consultant within thirty (30) days after the receipt of an invoice from the Consultant.

#### **IV. Documents and Contract Documents**

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.

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.

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.

#### **V. SCHEDULE FOR COMPLETION OF PROJECT TASKS**

Project schedule may vary based upon core team comments and schedule; and other items out of the control of the Consultant including:

1. Services resulting from significant changes in general scope of the project.
2. Furnishing the services of special consultants for other than normal civil, structural, mechanical, and electrical engineering and normal architectural design incidental thereto and not specifically included in the scope of work herein.

3. Special field investigations not specifically included in the scope of work herein, including, but not limited to, soil borings, topography surveys, and enhanced utility locating.
4. Boundary surveys, legal descriptions, plats, and easement exhibits.
5. Services/increased fees resulting from changes in the schedule of the project beyond the control of the Consultant.

## **VI. SUPPLEMENTARY SERVICES**

Supplementary services shall be furnished by the Consultant to the County if requested in writing by the County. The supplementary services shall commence when the Consultant receives a Change Order from the County providing for the specific item or supplementary service.

## **VII. INSURANCE**

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 coverage with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, with no interruption of coverage during the entire term of this Contract. Consultant shall further carry 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 and providing that such insurance is primary to any liability insurance carried by the County.

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.

## **VIII. INDEMNIFICATION**

Consultant shall indemnify 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 intentional misconduct of Consultant, its agents, employees, licensees, contractors, or subcontractors that result in injury to persons or damage to property.

## **IX. STANDARDS AND PRINCIPLES**

Consultant shall comply with the County's standards, principles, and comply with accepted professional standards and principles.

## **X. POLICY OF NON-DISCRIMINATION**

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.

## **XI. PARTIES AND RELATIONSHIP OF PARTIES**

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.

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 respect 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.

## **XII. GOVERNING LAW AND VENUE**

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.

## **XIII. ENTIRE AGREEMENT**

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.

## **XIV. MODIFICATION OR AMENDMENT**

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.

## **XV. CONSTRUCTION**

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.

## **XVI. WAIVER**

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.



## **XVI. ASSIGNMENT**

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 herein.

## **XVII. NOTICES**

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

TO: Warren County Facilities Management  
Attn: Trevor Hearn  
406 Justice Drive  
Lebanon, Ohio 45036  
(513) 695-1463

## **XVIII. TERMINATION**

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.

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.

**XIX. AUTHORITY AND EXECUTION**

**CONSULTANT:**

**IN EXECUTION WHEREOF**, Champlin Architecture, has caused this agreement to be executed by Michael K. Murphy, its Principal, on the date stated below, pursuant to a corporate resolution, a copy of which is attached hereto.

**CONSULTANT'S NAME:** Michael K. Murphy

**SIGNATURE:** 

**PRINTED NAME:** Michael K. Murphy

**TITLE:** Principal

**DATE:** May 23, 2022

**COUNTY:**

**IN EXECUTION WHEREOF**, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by Tom Grossmann, its President, on the date stated below, pursuant to Resolution No. 22-0811, dated 6-7-22.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**SIGNATURE:** 

**PRINTED NAME:** Tom Grossmann

**TITLE:** President

**DATE:** 6-7-22

Approved as to form:

DAVID P. FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: 

Assistant Prosecutor Adam Nice

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO  
COUNTY OF WARREN

I, Michael K. Murphy, holding the title and position of Principal at the firm Champlin Architecture, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

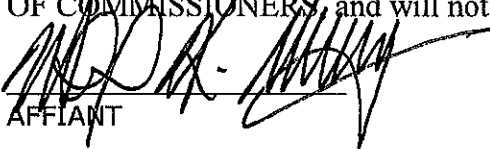
The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

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

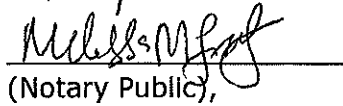
No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

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

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

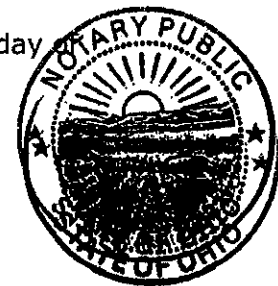
  
AFFIANT

Subscribed and sworn to before me this 23rd day  
May 20 22

  
(Notary Public),

Hamden County.

My commission expires March 19 20 23



# Resolution

Number 22-0812

Adopted Date June 07, 2022

AUTHORIZE COUNTY ADMINISTRATOR OR DEPUTY COUNTY ADMINISTRATOR TO SIGN ALL DOCUMENTS RELATIVE TO AN APPLICATION AND GRANT AGREEMENT #3-39-0045-026-2022 WITH THE FEDERAL AVIATION ADMINISTRATION ON BEHALF OF THE WARREN COUNTY AIRPORT AUTHORITY BOARD FOR THE REPLACEMENTS OF THE AWOS WEATHER REPORTING EQUIPMENT

WHEREAS, the Warren County Airport Authority Board desires to submit an application to the FAA for a grant to replacement the AWOS Weather Reporting Equipment; and

WHEREAS, said agreements and other documents must be submitted electronically; and

WHEREAS, in order to accommodate the electronic filing, it is requested that the County Administrator or Deputy County Administrator be granted the authority to sign and submit all documents associated with FAA Grant #3-39-0045-026-2022; and

NOW THEREFORE BE IT RESOLVED, to grant authority to the County Administrator or Deputy County Administrator to sign all documents relative to an application and grant agreement for grant #3-39-0045-026-2022 with the FAA on behalf of the Warren County Airport Authority.

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

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

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

Tz/

Cc: Airport Authority – Al Wolfson (file)  
T. Zindel  
J. Stilgenbauer

# Resolution

Number 22-0813

Adopted Date June 07, 2022

ENTER INTO A WATERLINE & APPURTENANCES EASEMENT AGREEMENT WITH PARK NORTH AT MONROE OWNER'S ASSOCIATION, INC FOR THE SOUTH UNION ROAD WATER MAIN EXTENSION PROJECT

WHEREAS, the Water and Sewer Department is constructing and upon completion will be operating and maintaining approximately 8,400 feet of water line extending along Union Road near the intersection of State Route 63 and extending southward to the intersection of Nickel Road; and

WHEREAS, this Board on July 20, 2021 adopted Resolution 21-0970 determined that it is necessary for the public health, safety and/or general welfare of the citizens of Warren County and others, to obtain or acquire easements for the South Union Road Water Main Extension Project, that does not include a blighted parcel or part of a blighted area or slum; and

WHEREAS, specifically the following properties have been identified to enter into an easement agreement with the County:

Parcel #	Owner
11-05-200-030	Park North at Monroe Owner's Association, Inc.

NOW THEREFORE BE IT RESOLVED, to enter into easement agreement with Park North at Monroe Owner's Association, Inc. for permanent easement on parcel located along the water main line alignment. Copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Park North at Monroe Owner's Association, Inc.  
Easement file  
Water/Sewer (file)  
Recorder (certified)

Grantor: Park North at Monroe Owners' Association, Inc.  
Property Address: S. Union Road, Monroe, OH 45050  
Parcel Number: 11-05-200-030 – Pt. \_\_\_\_\_  
Auditor's Account Number: 5802087 \_\_\_\_\_

**EASEMENT & AGREEMENT FOR  
WATERLINE & APPURTENANCES**

**THIS EASEMENT & AGREEMENT** is entered into on the dates stated below by **Park North at Monroe Owners' Association, Inc.**, a Georgia non-profit corporation, whose tax mailing address is c/o JLL 312 Walnut St. Suite 3030 Cincinnati, OH 45202 (hereinafter "Grantor"), and the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, OH 45036 (hereinafter "Grantee").

The Purpose of this Easement & Agreement is to enable Grantee to construct waterlines and necessary apparatus for the benefit of Warren County's South Union Road Water Main Extension Project, the necessity of which has been determined by Grantee's Resolution No. 21-0970, dated July 20, 2021.

**WITNESSETH**, that Grantor for and in consideration of ONE DOLLARS (\$ 1.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell and convey to the said Grantee, its successors and assigns forever, a perpetual, non-exclusive easement (the "Easement") in, on, over, under, through, across and above certain real estate owned by Grantor as described in Exhibit "A" and as illustrated in Exhibit "B" attached hereto and made a part hereof (such area described in Exhibit "A" and illustrated in Exhibit "B" being referred to herein as the "Easement Area") for purposes of constructing, operating, maintaining, replacing, upgrading and repairing an underground water line and appurtenances thereto that are reasonably necessary for the operation thereof (collectively, the "Facility"). Grantee acknowledges and agrees that it shall use

the Easement Area in accordance with all applicable federal, state, and local laws, rules, regulations, ordinances, orders and requirements (collectively, "Applicable Laws"), and Grantee further acknowledges and agrees that all rights granted to Grantee hereunder shall be subject to all restrictions, obligations, rights and agreements set forth in any matters of record affecting the Easement Area as of the date hereof (the "Existing Property Matters"). Grantee shall be solely responsible for any liabilities, claims, demands, damages or costs of any kind whatsoever arising from Grantee's own acts in connection with the exercise of Grantee's rights hereunder, including, without limitation, Grantee's violation of any Existing Property Matters. Grantee warrants that Grantee shall at all times during the duration of this Agreement be adequately insured and upon request shall provide Grantor proof of coverage sufficient to insure Grantee's liabilities, claims, demands, damages and costs as provided herein.

The following additional in-kind consideration shall be provided by Grantee to or for the benefit of Grantor:

- 1) Restoration at Grantee's sole cost and expense of the Easement Area upon completion of construction or any repair or other work on the Facility or within the Easement Area expressly permitted hereunder, to as good of a condition as existed prior to Grantee entering onto the property (the "Restoration Obligation").

The permanent Easement being granted herein is part of a parcel located in the Monroe corporation, Warren County, Ohio, consisting of 1.194 acres, and being the same premises described in a document recorded Doc. # 2018-005555 of the Warren County, Ohio Recorder's Office (the "Grantor's Property"), but the permanent Easement is located on and affects only the Easement Area, which is a part of the above referenced Grantor's Property, as such Easement Area is particularly described in Exhibit "A" and illustrated in Exhibit "B".

The said permanent Easement shall be subject to the following rights, restrictions, covenants, and conditions:

1. The right of the Grantee, its employees or agents, to survey, construct, use, operate, inspect, maintain, keep in repair thereon, replace and remove, the Facility, together with the right to cut, trim and remove any trees, including but not limited to overhanging branches, or other obstructions within the limits of the above described permanent Easement which, in the reasonable opinion of the Grantee may endanger the safety of, or interfere with the

construction, use, operation, inspection, maintenance or repairs of said Facility, but only upon prior written notice to Grantor.

2. The right of the Grantee, its employees or agents, to store earth and materials, and to move and operate construction equipment in, on, over, under, through, across and above the said permanent Easement Area only as may be necessary for such construction and only during periods of active construction, installation, repairs, replacement and removal thereafter. In event it is necessary for the Grantee to re-enter upon the permanent Easement Area for inspection and to make necessary maintenance and repairs, replacement or removal permitted hereunder, Grantee agrees to restore the property and improvements thereon not otherwise prohibited herein, in accordance with the Restoration Obligation condition.

3. During the term hereof, the Grantee shall have a permanent right of entry in, on, over, under, through, across and above the permanent Easement Area by its employees or agents, and equipment necessary for the use, maintenance, repair, replacement or restoration of said Facility, and such route of access shall be within the Easement Area and shall be the minimum width necessary and to be located so as to cause minimum inconvenience or damage to Grantors.

4. Grantor shall not erect or cause to be erected any building or other permanent structures (including but not limited to retaining walls) within the limits of the above described permanent Easement Area without Grantee's prior written consent, which shall not be unreasonably withheld. However, Grantor shall have the right to use the land within the limits of said permanent Easement Area in any manner not inconsistent with the rights conveyed to the Grantee, including, without limitation, the installation and maintenance of a concrete, asphalt or gravel driveway, road or parking lot, as well as the installation and maintenance of sidewalks, lighting, and landscaping within the Easement Area.

5. Plans for Facility Work. Grantee shall be responsible for obtaining all permits and approvals for the construction, operation, maintenance, replacement, upgrade, and repair of the Facility (the "Work"). The Work shall be done by Grantee at its sole cost and expense. All Work to be done by Grantee within the Easement Area shall require Grantor's prior approval, not to be unreasonably withheld. Prior to conducting any Work, Grantee shall submit to Grantor, for Grantor's approval, such approval to be in Grantor's sole and absolute discretion, plans related to such Work. If Grantor disapproves of such plans, Grantor shall notify Grantee of such



disapproval and of the reasons that the applicable documents were disapproved within 10 business days after receipt of any such submission, including recommendations as to changes which would make such documents acceptable to Grantor. If Grantor fails to respond to Grantee's request for proposal within such 10 business day period, Grantee may send a second notice requesting approval, and if Grantor fails to respond to such second notice within 5 business days, then Grantor shall be deemed to have approved such plans. Once Grantor and Grantee agree, or are deemed to have agreed, upon such plans, such plans shall not be modified or amended without the prior written consent of Grantor, which shall not be unreasonably withheld.

6. Completion of Work. Grantee shall give Grantor reasonable advance notice prior to performing any Work or entering upon the Easement Area to conduct such Work. Grantor shall have the right to have a representative present during the Work, but Grantee shall not be required to delay the performance of the Work until a Grantor representative can be present, so long as such prior notice of the Work was given. Grantee agrees that the construction, installation, maintenance, repair and operation of the Facility shall be done in a good and workmanlike manner and that, promptly upon completion of the initial construction of the Facility, Grantee shall thereafter assume all responsibility for maintaining and making necessary and periodic repairs and replacements to the Facility within the Easement Area in accordance with Applicable Laws, all at Grantee's sole cost and expense. In no event shall Grantor be responsible for any Work, costs or liability relating to or arising as a result of the Facility.

The permanent Easement granted herein shall bind and inure to the benefit of each party hereto and their respective successors and assigns, and shall run with the land comprising the Easement Area in perpetuity, unless otherwise provided herein.

Grantor shall have the right to repurchase the permanent Easement interest for ONE DOLLARS (\$ 1.00), in accordance with Ohio Rev. Code § 163.211 (the "Repurchase Right") but only in the event Grantee decides not to use the property for the purpose stated herein or Grantee has not constructed or installed the Facility within two (2) years of the Effective Date hereof, however, such right of repurchase in favor of Grantor shall be extinguished if any one of the following occur, to-wit: (i) the Grantor declines to repurchase upon receiving a written offer to repurchase the Easement from Grantee; (ii) the Grantor fails to repurchase within sixty (60) days after the Grantee offers the Easement interest for repurchase; (iii) [RESERVED]; (iv)

[RESERVED]; or, (v) upon the expiration of five years from the date of the execution of this Easement & Agreement. The Grantor's right of repurchase is not assignable, nor does it run with the land.

Grantor acknowledges its right to an appraisal of the real estate in compliance with Ohio Rev. Code § 163.04, but waives its right to said appraisal.

Grantee shall keep the Easement Area free and clear of any liens arising out of the exercise by Grantee of Grantee's rights hereunder.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. 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. The Parties further stipulate that the venue for any disputes hereunder shall exclusively be the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of this Agreement in any other state or federal court.

**GRANTOR:**

IN EXECUTION WHEREOF, Belinda Flores the duly authorized Director / Vice President of Park North at Monroe Owners' Association, Inc., a Georgia non-profit corporation, has set his (her) hand hereto, on the date stated below, in accordance with a corporate resolution, consent action, vote of its directors or officers, or as otherwise authorized by Grantor's articles of incorporation, constitution or by-laws.

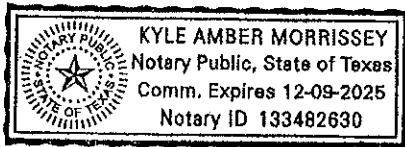
**GRANTOR:**

SIGNATURE: Belinda Flores  
PRINTED NAME: Belinda Flores  
TITLE: Director / Vice President  
DATE: May 26, 2022

STATE OF Texas, COUNTY OF Dallas, ss:

BE IT REMEMBERED, that on the 26<sup>th</sup> day of May, 2022, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be Belinda Flores, whose title is Director / Vice President, of Park North Owners' Association, Inc., a Georgia non-profit corporation, whose name is subscribed hereto and he (she) executed the forgoing instrument, and acknowledged the signing and execution of said instrument is his (her) free and voluntary act and deed as its authorized representative for the uses and purposes stated therein.

[seal]



Notary Public: [Signature]  
My Commission Expires: 12.09.2025

**GRANTEE:**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by Tom Grossmann, its President or Vice-President, on the date stated below, pursuant to Resolution Number 22-0813, dated 6-7-22.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

Signature: *Tom Grossmann*

Printed Name: Tom Grossmann

Title: President

Date: 6-7-22

**STATE OF OHIO, COUNTY OF WARREN, ss.**

BE IT REMEMBERED, on this 7 day of June, 2022, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be Tom Grossmann whose title is **President or Vice-President of the Warren County Board of County Commissioners**, and pursuant to the authority granted to him or her to act on its behalf, and while acting in such official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed.



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

Notary Public: *Krystal Lynn Powell*  
My Commission Expires: JULY 15, 2026

Prepared and approved by:

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

*Bruce A. McGary*

By: Bruce A. McGary, Assistant Prosecutor

Date: 5/3/2022

## EXHIBIT "A"

### Water Line Easement

Pt. 11-05-200-030

Situated in the County of Warren, State of Ohio, Township of Turtlecreek, City of Monroe, and in Section 5, T3E, R3N and being part of a 1.194 acre tract of land, as conveyed to Park North at Monroe Owners' Association, Inc., by deed recorded in Document Number 2018-005555 of the Official Records of Warren County, Ohio.

Commencing from a found iron pin located at an easterly corner of said 1.194 acre tract, said pin also being located at the intersection of the east line of said Section 5 and the south Right-of-Way line of the Ohio-Indiana Railroad, O.R. Vol. 374, Pg. 72, thence leaving the east line of Section 5 S 37°13'25" W a distance of 15.33 feet to the **TRUE POINT OF BEGINNING** of the herein described water line easement;

Thence S 4°47'21" W a distance of 287.28 feet to a point;

Thence S 3°54'22" W a distance of 48.96 feet to a point;

Thence S 5°24'07" E a distance of 7.12 feet to a point;

Thence S 5°47'15" W a distance of 55.05 feet to a point;

Thence N 19°11'33" W a distance of 18.11 feet to a point;

Thence N 5°24'07" W a distance of 44.76 feet to a point;

Thence N 3°54'22" E a distance of 50.30 feet to a point;

Thence N 4°47'21" E a distance of 277.49 feet to a point;

Thence N 41°46'51" W a distance of 74.74 feet to a point located on the north Right-of-Way line of S. Union Rd.;

Thence along said north Right-of-Way line along a non-tangent curve to the left having a radius of 215.00 feet for a length of 32.82 feet to a point, said curve having a chord bearing N 37°24'28" W with a chord length of 32.79 feet;

Thence continuing along said north Right-of-Way line N 41°46'51" W a distance of 205.68 feet to a point;

Thence along a tangent curve to the left having a radius of 215.00 feet for a length of 92.37 feet to a point, said curve having a chord bearing N 54°05'16" W with a chord length of 91.66'

Thence N 66°23'41" W a distance of 96.49 feet to a point;

Thence along a tangent curve to the right having a radius of 185.00 feet for a length of 120.45 feet to a point, said curve having a chord bearing N 47°44'34" W with a chord distance of 118.33 feet;

Thence N 29°05'22" W a distance of 84.03 feet to a point, aid point being the intersection of said north Right-of-Way line with the northerly line of said 1.194 acre tract;

Thence leaving said north Right-of-Way line and along said northerly line N 60°57'56" E a distance of 15.00 feet to a point;

Thence leaving said northerly line and running parallel to said northerly Right-of-Way line S 29°05'17" E a distance of 84.02 feet to a point;

Thence along a tangent curve to the right having a radius of 170.00 feet for a length of 110.68 feet to a point, said curve having a chord bearing S 47°44'34" E with a chord length of 108.74 feet;

Thence S 66°23'41" E a distance of 96.49 feet to a point;

Thence along a 230.00 foot radius curve to the right for 98.81 feet to a point, chord bearing S 54°05'16" E with a chord length of 98.05 feet;

Thence S 41°46'51" E a distance of 317.20 feet and returning to the **POINT OF BEGINNING**, containing 0.3765 acres, more or less, subject to all easement, restrictions, conditions and legal highways of record pertaining to the parent tract.


This description is based on a field survey made in March 2020 and is **further shown on attached Exhibit B**".

In addition to the above described water line easement, a temporary construction easement is provided for the purpose of constructing said water main, shown graphically on attached Exhibit B. This temporary construction easement shall expire one (1) year after completion of said water main construction.

The above described water main easement and temporary construction easements are wholly contained within Warren County, Ohio Parcel Identification Number: 11-05-200-030 as assigned by the Warren County Ohio Auditor and is outside of the present road right-of-way.

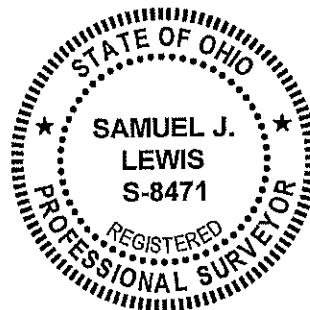
The basis of bearings for this description is the Ohio State Plane Coordinate System, South Zone (NAD83).

JONES/WARNER CONSULTANTS, INC.



Samuel J. Lewis

Ohio Registered Land Surveyor No. 8471



PAR ID 11-05-300-026  
CORRIDOR 75 PARK LTD.  
O.R. 1226, PG. 23  
778.5949 (ORIG) ACRES  
73.109 (REM) ACRES

CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHD. DIRECTION	CHD. LENGTH
C1	32.82'	215.00'	N 37°24'28" W	32.79'
C2	92.37'	215.00'	N 54°05'16" W	91.66'
C3	120.45'	185.00'	N 47°44'34" W	118.33'
C4	110.68'	170.00'	S 47°44'34" E	108.74'
C5	98.81'	230.00'	S 54°05'16" E	98.05'

PAR ID 11-05-300-026  
CORRIDOR 75 PARK LTD.  
O.R. 1226, PG. 23  
778.5949 (ORIG) ACRES  
73.109 (REM) ACRES

PAR ID 11-05-200-030  
PARK NORTH AT MONROE  
OWNERS ASSOCIATION, INC.  
D.N. 2018-005555  
1.194 ACRES

PERM. ESMT.  
0.3765 ACRES

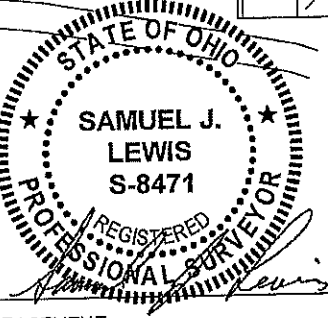
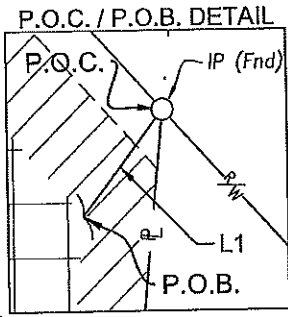
PAR ID 11-05-200-020  
PROLOGIS-A5 OH III, LLC  
LOT 1, CORRIDOR 75  
INDUSTRIAL PARK, PHASE ONE  
PLAT BOOK 82, PG. 22  
O.R. 4643, PG. 805

TEMP. ESMT.  
0.1120 ACRES

TEMP. ESMT.  
0.1991 ACRES



LINE TABLE		
LINE #	LENGTH	DIRECTION
L2	48.96'	S 3°54'22" W
L3	7.12'	S 5°24'07" E
L4	55.05'	S 5°47'15" W
L5	18.11'	N 19°11'33" W
L6	44.76'	N 5°24'07" W
L7	50.30'	N 3°54'22" E
L8	74.74'	N 41°46'51" W
L9	96.49'	N 66°23'41" W
L10	84.03'	N 29°05'22" W
L11	15.00'	N 60°57'56" E
L12	84.02'	S 29°05'17" E
L13	96.49'	S 66°23'41" E
L1	15.33'	S 37°13'25" W



PAR ID 12-34-200-002  
SHAKERLAND FARMS  
529.5621 ACRES  
D.B. 391, PG. 415

20' U.E.  
PB 82, PG. 24

30' ELEC. ESMT  
O.R. 4614, PG. 448

30' GAS LINE ESMT  
O.R. 4510, PG. 421

PR. WATER MAIN

WARREN COUNTY OHIO BOARD OF COUNTY COMMISSIONERS  
WATER LINE EASEMENT

PID: 11-05-200-030  
PARK NORTH AT MONROE OWNERS ASSOCIATION, INC.

SCALE:  
1" = 120'  
DATE:  
3/29/2022

**JONES WARNER CONSULTANTS, INC.**  
CONSULTING ENGINEERS  
8401 CLAUDE THOMAS RD., SUITE 51  
FRANKLIN, OHIO 45005  
PH: (855) 704-5924 FAX: (937) 704-9949  
EMAIL: JWC@joneswarner.com  
VISIT US AT: www.joneswarner.com

# Resolution

Number 22-0814

Adopted Date June 07, 2022

## REJECT BIDS AND ADVERTISE FOR RE-BID FOR THE 2022 WELL REDEVELOPMENT PROJECT

WHEREAS, on May 26, 2022, a bid opening was held for the 2022 Well Redevelopment Project for the Warren County Water and Sewer Department; and

WHEREAS, a wellfield production analysis determined wells originally included in the scope of work for the project will not be used due to the lack of production capacities and cost of maintenance; and

NOW THEREFORE BE IT RESOLVED, to reject all bids received for the 2022 Well Redevelopment Project; and


BE IT FURTHER RESOLVED, to advertise for re-bid for the 2022 Well Redevelopment Project, bid opening to be July 21, 2022 @ 11:00 a.m.

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

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

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

KP

cc: Water/Sewer (file)  
OMB Bid file



# Resolution

Number 22-0815

Adopted Date June 07, 2022

ESTABLISH THE STATE ROUTE 48 AND US 22 IMPROVEMENT AREA, WARREN COUNTY WATER DISTRICT

BE IT RESOLVED:

1. That for the purpose of promoting and preserving the public health and welfare there is hereby established and designated the State Route 48 and US 22 Improvement Area, Warren County Water District, described as follows and shown in the attached exhibit:

For the construction, operation, and maintenance of approximately 6,940 feet of water line extending northward along State Route 48 from Willow Pond Boulevard to a location 440 feet north of Ridgeview Lane and for the construction, operation, and maintenance of approximately 1,600 feet of water line extending eastward along US 22 from State Route 48 to the west property line of the 5.2-acre Parcel No. 17-35-101-004.

2. That the County Sanitary Engineer be and is hereby authorized to supplement general plans heretofore approved for said Water District to provide service for the area described in SECTION 1 hereof and file same with this Board of County Commissioners.

3. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners; and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Water/Sewer (file)  
Project File  
Auditor \_\_\_\_\_

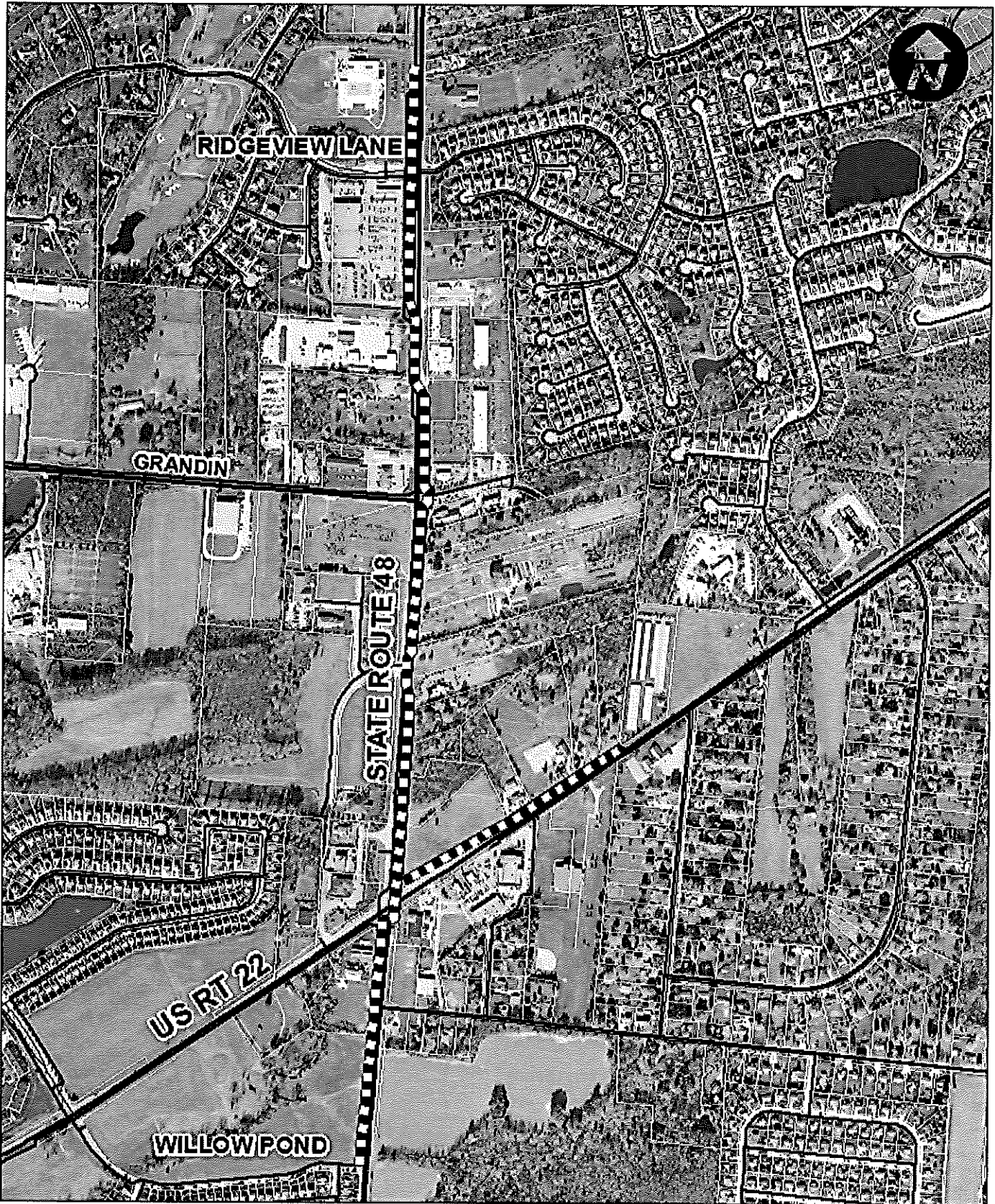
RESOLUTION #22-0815  
JUNE 07, 2022  
PAGE 2

CERTIFICATE

The undersigned hereby certifies the foregoing is a true and correct copy of a resolution adopted by the Board of Commissioners at a meeting held on the 7<sup>th</sup> day of June, 2022, together with a true and correct copy of the minutes of said meeting to the extent pertinent to the consideration and adoption of said resolution.

A handwritten signature in black ink that reads "Tina Osborne". The signature is written in a cursive style with a large, prominent "O" in the last name.

Tina Osborne, Clerk  
Board of County Commissioners



0 500 1,000 2,000 Feet

**STATE ROUTE 48 / US 22  
IMPROVEMENT AREA**

# Resolution

Number 22-0816

Adopted Date June 07, 2022

APPROVE REVISED GENERAL PLANS FOR WATERWORKS FACILITIES IN THE WARREN COUNTY WATER DISTRICT, TO INCLUDE WATER MAIN EXTENSIONS FOR THE STATE ROUTE 48 AND US 22 IMPROVEMENT PROJECT

WHEREAS, this Board heretofore has established the State Route 48 and US 22 Improvement Area in the Warren County Water District; and

WHEREAS, revised general plans for waterworks facilities in the Warren County Water District to include the extension of water mains in the State Route 48 and US 22 Water Improvement Area are being prepared and will be submitted to this Board of County Commissioners; and

NOW THEREFORE BE IT RESOLVED:

SECTION 1. That the general plans for waterwork facilities in the Warren County Water District be revised to include the extension of water lines in the Union Road Water Improvement Area, consisting of the following:

For the construction, operation, and maintenance of approximately 6,940 feet of water line extending northward along State Route 48 from Willow Pond Boulevard to a location 440 feet north of Ridgeview Lane and for the construction, operation, and maintenance of approximately 1,600 feet of water line extending eastward along US 22 from State Route 48 to the west property line of the 5.2 acre Parcel No. 17-35-101-004.

SECTION 2. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners; and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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

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

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Water/Sewer  
Project File  
Auditor \_\_\_\_\_

RESOLUTION #22-0816  
JUNE 07, 2022  
PAGE 2

**CERTIFICATE**

The undersigned hereby certifies the foregoing is a true and correct copy of a resolution adopted by the Board of County Commissioners at a meeting held on the 7<sup>th</sup> day of June 2022, together with a true and correct copy of the minutes of said meeting to the extent pertinent to the consideration and adoption of said resolution.

A handwritten signature in black ink, appearing to read "Tina Osborne", written over a horizontal line.

Tina Osborne, Clerk  
Board of County Commissioners

CGB

# Resolution

Number 22-0817

Adopted Date June 07, 2022

## DETERMINING NECESSITY FOR THE STATE ROUTE 48 AND US 22 WATER IMPROVEMENT AREA FOR PUBLIC USE

WHEREAS, in accordance with Am. Sub. S.B.7, certain changes to Chapter 163 of the Ohio Revised Code (the "Appropriation of Property") went into effect on October 10, 2007 that prescribe requirements by which public agencies must abide to appropriate real property for public use; and

WHEREAS, specifically Ohio Revised Code Section 163.021 (A) provides as a prerequisite that no public agency shall appropriate real property except as necessary and for a public use; and

WHEREAS, Ohio Revised Code Section 163.121 (A) places the initial burden on the public agency to show by a preponderance of the evidence that the taking is necessary and for a public use; however, in accordance with Ohio Revised Code Section 163.09 (B) (1) (a), a resolution of the public agency declaring the necessity for the appropriation creates a rebuttable presumption of the necessity for the appropriation if the public agency is not appropriating the property because it is a blighted parcel or part of a blighted area or slum; and

WHEREAS, this Board has certain improvement projects for public use that are necessary for the public health, safety and/or general welfare of the citizens of Warren County and others.

### NOW THEREFORE BE IT RESOLVED:

The Board does hereby determine that it is necessary for the public health, safety and/or general welfare of the citizens of Warren County and others, to obtain or acquire easements for the following project, that does not include a blighted parcel or part of a blighted area or slum, for the construction of improvements to serve the public:

For the construction, operation, and maintenance of approximately 6,940 feet of water line extending northward along State Route 48 from Willow Pond Boulevard to a location 440 feet north of Ridgeview Lane and for the construction, operation, and maintenance of approximately 1,600 feet of water line extending eastward along US 22 from State Route 48 to the west property line of the 5.2 acre Parcel No. 17-35-101-004.

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Water/Sewer  
Project File  
Auditor \_\_\_\_\_

RESOLUTION #22-0817  
JUNE 07, 2022  
PAGE 2

CERTIFICATE

The undersigned hereby certifies the foregoing is a true and correct copy of a resolution adopted by the Board of County Commissioners at a meeting held on the 7<sup>th</sup> day of June 2022, together with a true and correct copy of the minutes of said meeting to the extent pertinent to the consideration and adoption of said resolution.

A handwritten signature in black ink that reads "Tina Osborne". The signature is written in a cursive style with a large, prominent "T" and "O".

Tina Osborne, Clerk  
Board of County Commissioners

CGB

# Resolution

Number 22-0818

Adopted Date June 07, 2022

## DECLARATION OF OFFICIAL INTENT WITH RESPECT TO REIMBURSEMENT OF TEMPORARY ADVANCES MADE FOR CAPITAL EXPENDITURES TO BE MADE FROM SUBSEQUENT BORROWINGS FOR THE STATE ROUTE 48 AND US 22 IMPROVEMENT AREA

WHEREAS, Treasury Regulation §1.150-2 (the "Reimbursement Regulations"), issued pursuant to Section 150 of the Internal Revenue Code of 1986, as amended, (the "Code") prescribes certain requirements by which proceeds of tax-exempt bonds, notes, certificates or other obligations included in the meaning of "bonds" under Section 150 of the Code ("Obligations") used to reimburse advances made for Capital Expenditures (as hereinafter defined) paid before the issuance of such Obligations may be deemed "spent" for purposes of Sections 103 and 141 to 150 of the Code and therefore, not further subject to any other requirements or restrictions under those sections of the Code; and

WHEREAS, such Reimbursement Regulations require that an Issuer (as hereinafter defined) make a Declaration of Official Intent (as hereinafter defined) to reimburse any Capital Expenditure paid prior to the issuance of the Obligations intended to fund such Capital Expenditure and require that such Declaration of Official Intent be made no later than sixty (60) days after payment of the Capital Expenditure and further require that any Reimbursement Allocation (as hereinafter defined) of the proceeds of such Obligations to reimburse such Capital Expenditures occur no later than eighteen (18) months after the later of the date the Capital Expenditure was paid or the date the property acquired with the Capital Expenditure was placed in service, except that any such Reimbursement Allocation must be made no later than three years after such Capital Expenditure was paid; and

WHEREAS, the County of Warren, Ohio (the "Issuer") wishes to ensure compliance with the Reimbursement Regulations;

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of the Issuer that:

SECTION 1. Definitions. The following definitions apply to the terms used herein:

"Allocation" means written evidence that proceeds of the Obligation issued subsequent to the payment of a Capital Expenditure are to reimburse the Issuer for such payments. "To allocate" means to make such an allocation.

"Capital Expenditure" means any expense for an item that is properly depreciable or amortizable or is otherwise treated as a capital expenditure for purposes of the Code, as well as any costs of issuing Reimbursement Bonds.

"Declaration of Official Intent" means a written declaration that the Issuer intends to fund Capital Expenditures with an issue of Reimbursement Bonds and reasonably expects to be reimbursed from the proceeds of such an issue.

"Issuer" means either a governmental unit that is reasonably expected to issue Obligations, or any governmental entity or 501(c)(3) organization that is reasonably expected to borrow funds from the actual issuer of the Obligations.

"Reimbursement" means the restoration to the Issuer of money temporarily advanced from other funds, including moneys borrowed from other sources, of the Issuer to pay for Capital



Expenditures before the issuance of Obligations intended to fund such Capital Expenditures. "To reimburse" means to make such a restoration.

"Reimbursement Bonds" means Obligations that are issued to reimburse the Issuer for Capital Expenditures, and for certain other expenses permitted by the Reimbursement Regulations, previously paid by or for the Issuer.

"Reimbursement Regulations" means Treasury Regulation §150-2 and any amendments thereto or superseding regulations, whether in proposed, temporary or final form, as applicable, prescribing conditions under which the proceeds of Obligations may be allocated to reimburse the Issuer for Capital Expenditures and certain other expenses paid prior to the issuance of the Obligations such that the proceeds of such Obligations will be treated as "spent" for purposes of Sections 103 and 141 to 150 of the Code.

SECTION 2. Declaration of Official Intent

(a) The Issuer declares that it reasonably expects that the Capital Expenditures described in Section (b), which were paid no earlier than sixty (60) days prior to the date hereof, or which will be paid prior to the issuance of any Obligations intended to fund such Capital Expenditures, will be reimbursed with the proceeds of Obligations, representing a borrowing by the Issuer in the maximum principal amount, for such Reimbursements, of \$2,500,000; and

(b) The Capital Expenditures to be reimbursed are to be used for the installation of the water lines and necessary appurtenances in the State Route 48 and US 22 Water Improvement Area.

SECTION 3. Reasonable Expectations. The Issuer does not expect any other funds (including the money advanced to make the Capital Expenditures that are to be reimbursed), to be reserved, allocated on a long-term basis, or otherwise set aside by the Issuer or any other entity, with respect to the Capital Expenditure for the purposes described in Section 2(b).

SECTION 4. Open Meeting. It is found and determined that all formal actions of this Board of County Commissioners of the Issuer concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners to the Issuer; and that all deliberations of this Board of County Commissioners of the Issuer and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with the law.

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

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

Resolution adopted this 7<sup>th</sup> day of June 2022.

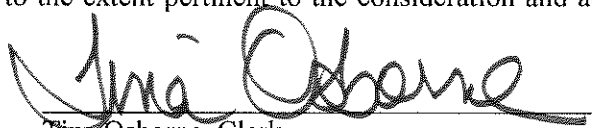
BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Water/Sewer (file)  
Project File  
Auditor \_\_\_\_\_

CERTIFICATE

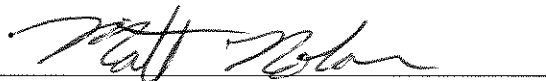
The undersigned hereby certifies the foregoing is a true and correct copy of a resolution adopted by the Board of County Commissioners at a meeting held on the 7<sup>th</sup> day of June 2022, together with a true and correct copy of the minutes of said meeting to the extent pertinent to the consideration and adoption of said resolution.



Tina Osborne, Clerk  
Board of County Commissioners

RECEIPT

The County Auditor of the County of Warren, Ohio, hereby acknowledges the filing this 7 day of June 2022, of a certified copy of the foregoing resolution to proceed.



County Auditor

# Resolution

Number 22-0819

Adopted Date June 07, 2022

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

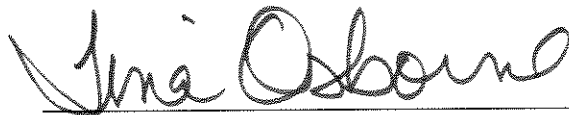
BE IT RESOLVED, to enter into an engineering service contract with Fishbeck, Inc. 10856 Reed Hartman Hwy., Suite 175, Cincinnati, OH 45242 for engineering services for the Dry Run Road Bridge #81-1.22 Replacement Project Final Phase B Design, as attached hereto and made part hereof.

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

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

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Fishbeck, Inc.  
Engineer (file)

**ENGINEERING SERVICES CONTRACT FOR  
DRY RUN ROAD BRIDGE #81-1.22 REPLACEMENT PROJECT  
FINAL PHASE B DESIGN**

THIS IS AN AGREEMENT made as of the date stated below, between The Warren County Board of County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as the "OWNER," on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and Fishbeck, Inc., 10856 Reed Hartman Hwy, Suite 175, Cincinnati, Ohio 45242, a Corporation organized, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the "ENGINEER."

COUNTY ENGINEER intends to relocate the Dry Run Road Bridge #81-1.22 over Dry Run downstream of the existing bridge and improve the roadway approaches to the new bridge, hereinafter referred to as the "PROJECT."

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

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

**SECTION 1 - BASIC SERVICES OF ENGINEER**

**1.1 General**

- 1.1.1 ENGINEER shall perform professional services as hereinafter stated, which include customary civil, structural, and customary surveying services incidental thereto.
- 1.1.2 ENGINEER shall provide Construction Contract Plans to relocate the Dry Run Road Bridge #81-1.22 over Dry Run downstream of the existing bridge and improve the roadway approaches to the new bridge.
- 1.1.3 ENGINEER shall provide any additional Professional Surveying Services necessary to complete the Final Phase B Design for the PROJECT.
- 1.1.4 Final Phase B Design tasks for the PROJECT in accordance with the scope of services and the ENGINEER'S fee proposal (letter dated April 29, 2022) each of which is attached and made a part of this contract and identified as Exhibit 1 and Exhibit 2 respectfully, hereinafter referred to as "Basic Services"

**1.2 Final Phase B Design**

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

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

## **SECTION 2 - ADDITIONAL SERVICES OF ENGINEER**

- 2.1** If authorized in writing by OWNER and COUNTY ENGINEER, ENGINEER shall furnish or obtain from others Additional Services of the following types, which are not considered normal or customary Basic Services. Such services will be set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.
- 2.1.1** Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.1.2** Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, COUNTY ENGINEER'S schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER's control.
- 2.1.3** Providing renderings or models for COUNTY ENGINEER'S use.
- 2.1.4** Preparing documents for alternate bids requested by COUNTY ENGINEER for Contractor(s)' work which is not executed or documents for out-of-sequence work.
- 2.1.5** Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting COUNTY ENGINEER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by COUNTY ENGINEER.
- 2.1.6** Furnishing the services of special consultants for other than the normal civil and structural engineering and normal architectural design incidental to the Project and providing data or services or types described in paragraph 3.3 when COUNTY ENGINEER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3
- 2.1.7** Services in connection with change orders to reflect changes requested by COUNTY ENGINEER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, services after the award to each contract in evaluating substitutions proposed by Contractor(s), and in making revisions to Drawings and Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.
- 2.1.8** Services during out-of-town travel required of ENGINEER other than visits to the site as required by Section 1, as approved by COUNTY ENGINEER.
- 2.1.9** Preparing for COUNTY ENGINEER, on request, a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.
- 2.1.10** Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected

work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).

- 2.1.11 Preparation of operating and maintenance manual; protracted or extensive assistance in the utilization of any equipment or system (such as initial startup, testing adjusting and balancing); and training personnel for operation and maintenance.
- 2.1.12 Services after completion of the Final Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
- 2.1.13 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).
- 2.1.14 Additional service in connection with the Project, including services normally furnished by COUNTY ENGINEER and services not otherwise provided for in this agreement.

## **2.2 Resident Services During Construction**

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

## **SECTION 3 - COUNTY ENGINEER'S RESPONSIBILITIES**

COUNTY ENGINEER shall:

- 3.1 Provide all criteria and full information as to COUNTY ENGINEER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2 Assist ENGINEER by placing at his/her disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

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

#### **SECTION 4 - PERIOD OF SERVICE**

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Final Phase B Design. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the Final Phase B Design of the Project including extra work and required extensions thereto.
- 4.2 ENGINEER shall proceed with the performance of the services called for in the Final Phase B Design and shall deliver Contract Construction Drawings and a revised opinion of probable Project Cost for all work of Contractor(s) on the Project within the stipulated period indicated in Section 7 – "Special Provisions, Exhibits and Schedules."

- 4.3 ENGINEER's services under the Final Phase B Design shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by COUNTY ENGINEER or (2) thirty days after the date when such submissions are delivered to COUNTY ENGINEER for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Project, unless within such period COUNTY ENGINEER gives notice to ENGINEER that the COUNTY ENGINEER does not accept the submission for such phase along with the reasons for such non-acceptance. In such case, services for such phase shall not be complete until the date COUNTY ENGINEER accepts the submissions for such phase.
- 4.4 ENGINEER'S services to be rendered thereunto shall be considered complete upon acceptance by COUNTY ENGINEER of the ENGINEER's Drawings, Specifications and other Final Phase B Design documentation including the most recent opinion of probable Project Cost.
- 4.5 If COUNTY ENGINEER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his/her various rates of compensation shall be adjusted appropriately upon approval of OWNER.
- 4.6 If ENGINEER's services for design of the Project are delayed or suspended in whole or in part by COUNTY ENGINEER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to COUNTY ENGINEER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render services more than one year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

## **SECTION 5 - PAYMENTS TO ENGINEER**

### **5.1 Methods of Payment for Services and Expenses of ENGINEER**

- 5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:
- 5.1.1.1 The ENGINEER agrees to provide the Basic Services for Project set forth in Section 1 hereof to the COUNTY ENGINEER for the Final Phase B Design of the PROJECT, for a base fee of \$36,689.00 and a not-to-exceed fee of \$3,024.00 for additional contract services, only if authorized pursuant to Section 2 of this agreement, for a total not-to-exceed fee of \$39,713.00.
- 5.1.1.2 For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.

### **5.2 Times of Payments.**

- 5.2.1 Engineer shall submit monthly statements for Basic and Additional Services rendered. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements, EXCEPT as provided in Section 5.2.2.
- 5.2.2 The OWNER shall reimburse the ENGINEER for services included to a maximum of 90% of the total contract amount until such time as the final plan documents have been received and approved by the COUNTY ENGINEER. The Owner shall pay the final 10% of the contract amount upon final approval of the plans and documents.



### **5.3 Other Provisions Concerning Payments.**

- 5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's statement therefore, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until he/she has been paid in full all amounts due for services and expenses.
- 5.3.2 In the event of termination by OWNER under paragraph 6.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for all services satisfactorily rendered through such phase shall constitute total payment for such services.
- 5.3.3 Records of ENGINEER'S Salary Costs pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER and COUNTY ENGINEER upon request prior to final payment for ENGINEER'S services.

### **5.4 Definitions**

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

## **SECTION 6 - GENERAL CONSIDERATIONS**

### **6.1 Termination.**

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

### **6.2 Reuse of Documents.**

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

### **6.3 Controlling Law and Venue**

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

#### **6.4 Successors and Assigns.**

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

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

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

#### **6.5 Modification or Amendment**

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

#### **6.6 Construction**

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

#### **6.7 Waiver**

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

#### **6.8 Relationship of Parties**

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

#### **6.9 Parties**

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

#### **6.10 Headings**

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

## 6.11 Notices

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

TO: Warren County Commissioners  
Attn: Tiffany Zindel, County Administrator  
406 Justice Drive  
Lebanon, Ohio 45036  
Ph. 513-695-1250

Warren County Engineer's Office  
Attn: Neil F. Tunison, County Engineer  
210 W Main Street  
Lebanon, Ohio 45036  
Ph. 513-695-3301

Fishbeck, Inc.  
Attn: Jon Carroll, P.E.  
10856 Reed Hartman Hwy, Suite 175  
Cincinnati, Ohio 45242  
Ph. 513-247-8571

## 6.12 Insurance

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

## **SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES**

### **7.1 This Agreement is subject to the following special provisions:**

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

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

Exhibit 1 and Exhibit 2

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

**SECTION 8 – ENTIRE AGREEMENT**

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

**SECTION 9 – INDEMNIFICATION**

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

**SECTION 10 – EXECUTION**

**ENGINEER :**

IN EXECUTION WHEREOF, Fishbeck, Inc. has caused this Agreement to be executed on the date stated below by KAMRAN QADEER, its SR. VICE PRESIDENT, pursuant to a corporate Resolution authorizing such act.

FISHBECK, INC.

SIGNATURE: 

PRINTED NAME: KAMRAN QADEER

TITLE: SR. VICE PRESIDENT

DATE: MAY 23, 2022

**OWNER:**

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed by Tom Grossman, its President on the date stated below, pursuant to Resolution No. 22-0819 dated 6.7.22.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: *Tom Grossman*

PRINTED NAME: Tom Grossman

TITLE: President

DATE: 6.7.22

**RECOMMENDED BY:**

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

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

**APPROVED AS TO FORM:**

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

By: *Adam M. Nice*  
Assistant Prosecuting Attorney  
*Adam M. Nice*

**WARREN COUNTY ENGINEER'S**  
**SCOPE OF SERVICES**

**1. PROJECT IDENTIFICATION**

**Project Name:** Dry Run Road Bridge #81-1.22 Replacement Project

**Project Description:** Bridge design for replacement of the entire structure.

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

**2. PROJECT LIMITS**

**Length Approximately:** Dry Run Bridge #81-1.22 – minimal bridge approaches as possible, to be recommended by Consultant

**Additional Information:** N/A

**3. AGREEMENT BETWEEN PROFESSIONAL ENGINEER AND**

State \_\_\_\_\_ County X City \_\_\_\_\_ Other \_\_\_\_\_

**4. METHOD OF FINANCING**

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

**Engineering:** Warren County Engineer's Office

**Construction:** Warren County Engineer's Office

**5. WORK PHASES INCLUDED IN AGREEMENT**

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

Phase B – Final Design

**6. PLAN SCALES**

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

**7. JOURNALIZED SPEED LIMIT**

Road Name: Dry Run Road - 55 MPH

**8. TYPICAL SECTIONS/NUMBER OF LANES**

Remarks: Dry Run Road will remain at its current number of lanes.

Number of lanes South approach 2 lanes at 16 ft, North approach 1 lane at 12 ft

N/A inches of Item 304

8" inches of Item 301 PG64-22

N/A inches of Item 441 Intermediate, Type 1, (448), PG64-22

2" inches of Item 441 Surface, Type 1, (448), PG 64-22

Underdrains: YES \_\_\_\_\_ NO X Consultant to Recommend \_\_\_\_\_

Curbs: YES \_\_\_\_\_ NO X

Shoulders/Berms: YES X NO \_\_\_\_\_ Consultant to Recommend \_\_\_\_\_

Type: approx. 2 foot earth berm/graded shoulder on each side

Median: YES \_\_\_\_\_ NO X Consultant to Recommend \_\_\_\_\_

Guardrail: YES X NO \_\_\_\_\_ Type 5 Anchor Low cost, Type T at drive locations,  
Consultant to recommend

Clear Zone Grading: YES X NO \_\_\_\_\_

Fencing: YES \_\_\_\_\_ NO X

Lighting: YES \_\_\_\_\_ NO X Consultant to Recommend \_\_\_\_\_

**9. ALIGNMENT**

Adjust the alignment of Dry Run Road as needed for the new bridge location south of the existing bridge crossing. Consultant shall try to keep new bridge inside existing right-of-way with either 90 degree crossing or with slight LF skew.

**10. PROFILE**

Modify profile as needed based on the new bridge.

11. SIGNING: YES X NO \_\_\_\_\_

Remarks: Reuse existing signs if in good condition.

12. SIGNALS: YES \_\_\_\_\_ NO X  
Warrants: YES \_\_\_\_\_ NO X

13. STRIPING: YES \_\_\_\_\_ NO X  
Type: \_\_\_\_\_

14. DELINEATION  
Delineators: YES \_\_\_\_\_ NO X  
RPMs: YES \_\_\_\_\_ NO X

15. DRAINAGE/ENVIRONMENTAL

Roadway Drainage Criteria: Hydraulic Analysis per Warren County Stormwater Regulations

Existing: Surface X Closed \_\_\_\_\_

Proposed: Surface X Closed \_\_\_\_\_

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

Storm Water Pollution Prevention Plan: YES \_\_\_\_\_  
NO X (less than 1 acre disturbed)

Flood Plain Study Required: YES X NO \_\_\_\_\_ (located in FEMA Zone AE)

Channel Change Study Required: YES \_\_\_\_\_ NO X

Flood Hazard Evaluation: YES X NO \_\_\_\_\_

Risk Analysis: YES \_\_\_\_\_ NO X

Environmental: Coordinate with agencies having oversight of Dry Run and apply for any necessary permits. USACE – It is anticipated that fill below the OHWM will be necessary and a 404 Nationwide Permit may possibly be required.

If Authorized Tasks: USACE 404 Nationwide Permit (if authorized)  
Hydraulic calculations for bridge (if authorized)

16. BRIDGE CROSSINGS

Number of Bridges: (1) Dry Run Road over Dry Run, Bridge #81-1.22

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

Loading: HL93



Bridge Width (face to face of rails): 16' existing - 16' min. to 20' max. proposed (based on superstructure type selected and cost)

Bridge Rail: YES  NO  Type DBR

Interchanges: None

Cross Roads: None

Streams: Dry Run

Culverts: YES  Possible 30" CMP replacement, depends on approach limits NO

Remarks: \_\_\_\_\_

Alternates Required: YES \_\_\_\_\_ NO

Railroads: None

Railroad Location Plan: YES \_\_\_\_\_ NO

Pedestrian: None

Mass Transit: None

Remarks: Consultant to perform an abbreviated structure type study (no ODOT involvement) to determine most economic structure type.

17. Bikeways: YES \_\_\_\_\_ NO

Railroads: YES \_\_\_\_\_ NO

Mass Transit: YES \_\_\_\_\_ NO

Service Roads: YES \_\_\_\_\_ NO

**18. RETAINING/NOISE WALLS:**

Number of Retaining Walls: Unknown at this time

Type of Retaining Walls: \_\_\_\_\_ Consultant to Recommend

Noise Walls: YES \_\_\_\_\_ NO

**19. MAINTENANCE OF TRAFFIC**

Maintenance of Traffic: Maintain Dry Run Road traffic while new bridge is under construction.

Maintenance of Pedestrian Traffic: YES \_\_\_\_\_ NO

Maintenance of Railroad Traffic: YES \_\_\_\_\_ NO

Detour Plan: YES \_\_\_\_\_ NO

Remarks: Maintenance of traffic sheet or details will be required.



Professional Engineer

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

**24. RIGHT-OF-WAY AND EASEMENTS:**

Professional Engineer

Property Map	( )	
Centerline Plat	( )	
Courthouse Research	(X)	Research for existing R/W shall go back to original deed for each parcel in the project
Right-of-Way Plan sheets	( )	Show existing and proposed R/W on plan sheets (Don't need separate R/W plans)
R/W Summary	( )	
Permanent & Temporary R/W Legal Descriptions	(X)	<u>(Provide "Not to Exceed" unit price per legal description)</u>

Exhibits for each Legal Description (X) Drawings of R/W area on 8 1/2" x 11" paper  
(Provide "Not to Exceed unit price per exhibit")

Dedication Plat(s) or Survey Record(s) (X) As necessary – see item #23 (2)

Approximate Number of Property Owners \_\_\_\_\_ 0-5 \_\_\_\_\_

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

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

**25. TRAFFIC DATA:**

State \_\_\_\_\_ County \_\_\_\_\_ X \_\_\_\_\_ Professional Engineer \_\_\_\_\_

**Remarks:** Dry Run road currently has an approximate ADT of 400 vpd.

**26. GEOTECHNICAL/SUBSURFACE INVESTIGATION:**

State \_\_\_\_\_ County \_\_\_\_\_ Professional Engineer \_\_\_\_\_ X \_\_\_\_\_ Other \_\_\_\_\_

**Remarks:** The Professional Engineer shall obtain two geotechnical borings for the project, if authorized based on structure type selected. One boring along each new abutment/footing in opposite corners to aid in the design of the structure's substructure.

**27. PRIOR STUDIES:**

\_\_\_\_\_  
None

**28. PUBLIC HEARINGS/INFORMATIONAL MEETINGS:**

Type of Hearing Required: N/A

Professional Engineer's Responsibility: N/A

Exhibits: N/A

29. Engineering Agreement will be an itemized contract.
30. Professional Engineer to provide all office and field work to a) prepare final construction plans, b) write general and special notes, c) calculate quantities, and d) determine existing right-of-way, easement and property lines.
31. With submission of proposal, Professional Engineer shall submit a tentative time of completion for final plan filing following authorization to proceed.
32. Professional Engineer to indicate Property Owner Name, House Number, Parcel ID, and Official Record and Page on the plan sheets.
33. Professional Engineer is to adequately mark the baseline and/or centerline in the field. The points set in the field shall be shown on the plans. At a minimum, the points to be marked in the field shall be located at one hundred (100) foot intervals. The PC, PI and PT of each curve shall also be marked or referenced. As required, the points to be witnessed in the field shall be witnessed from a MINIMUM of three (3) points, located outside of the work limits. Where the Professional Engineer has established and utilized a baseline, instead of the centerline, the Professional Engineer **MUST** show on the plans the relationship between the baseline marked in the field and the centerline.

The construction plans and the right-of-way items are to be referenced to the **STATE PLANE COORDINATE** system. This will require that **STATE PLANE COORDINATES** be shown on the plans for the PC, PI and PT for each curve, all angle points, termination points, and reference points. This will be applicable to proposed right-of-way lines, permanent easement lines, proposed centerline and/or baseline. The Professional Engineer should contact the Project Manager to obtain the information regarding the nearest established benchmark.

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

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

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

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

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

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

39. The Professional Engineer shall furnish to the Engineer a load rating report for the bridge analyzed by the Load and Resistance Factor Rating (LRFR) method in accordance with the AASHTO Manual for Bridge Evaluation and the ODOT Bridge Design Manual (BDM). The bridge load rating report shall include a current ODOT BR100 Summary that is stamped, signed, and dated by a Professional Engineer. The report shall provide the safe load capacity for the HL-93 design vehicle, the four Ohio legal trucks (2F1, 3F1, 4F1, 5C1), the four specialized hauling vehicles (SU4, SU5, SU6, SU7) and the two emergency vehicles (EV2, EV3).

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

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

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

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

Professional Engineer Name: Fishbeck, Inc.  
Address: 11353 Reed Hartman Hwy, Suite 500  
Cincinnati, Ohio 45241  
Phone: (513) 469-2370

April 29, 2022

Mr. Roy Henson, PE, PS  
Bridge Engineer  
Warren County Engineer's Office  
210 West Main Street  
Lebanon, Ohio 45036

**Dry Run Road Bridge #81-1.22 Replacement Project – Phase B  
Fee Proposal**

Dear Roy:

Fishbeck is pleased to submit our fee proposal for Phase B of the Dry Run Road bridge replacement project to Warren County Engineer's Office (County). This fee will include one submittal to the County plus the final deliverable to address any comments generated from the County's review.

We appreciate the opportunity to work with the County on this infrastructure improvement project in Union Township and look forward to your authorization.

If you have any questions or require additional information, please contact me at 513.247.8571 or [jpcarroll@fishbeck.com](mailto:jpcarroll@fishbeck.com).

Sincerely,



**Jon P. Carroll, PE**  
Project Manager/Senior Bridge Engineer



**Kamran Qadeer, PE**  
Senior Vice President/Principal

Attachments  
By email



---

Proposal Cost Summary ..... 1

Proposed Hours ..... 2

Project Narrative ..... 3

    Introduction ..... 3

    Scope of Services ..... 3

# Proposal Cost Summary

ENGINEERING AND TECHNICAL SERVICE COST PRICE PROPOSAL AND LABOR RATES FOR Dry Run Bridge Replacement - Phase B WAR-TR00881-0122									
CONSULTANT: Fishbeck		Date of Proposal: 4/27/22							
PROJECT DESCRIPTION: The fee will include 1 submittal, with 1 formal County review plus the final plan deliverables.									
Task Description	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subconsult Costs	Net Fee	Total Cost
<b>Design and Plan Development</b>									
A. Phase B Design	\$48.85	239	\$11,674	\$22,038	\$51	\$30	\$0	\$2,259	\$36,053
B. Final Deliverables	\$68.00	3	\$198	\$374	\$1	\$25	\$0	\$38	\$636
<b>Authorized Services</b>	<b>\$49.06</b>	<b>242</b>	<b>\$11,872</b>	<b>\$22,413</b>	<b>\$52</b>	<b>\$55</b>	<b>\$0</b>	<b>\$2,297</b>	<b>\$36,889</b>
1 - Proposed Easement (Per Parcel)	\$54.18	3	\$149	\$281	\$1	\$5	\$0	\$29	\$465
2 - Proposed Exhibit (Per Parcel)	\$54.08	6	\$338	\$638	\$1	\$5	\$0	\$85	\$1,047
<b>"If-Authorized" Services</b>	<b>\$54.11</b>	<b>9</b>	<b>\$487</b>	<b>\$919</b>	<b>\$2</b>	<b>\$10</b>	<b>\$0</b>	<b>\$94</b>	<b>\$1,512</b>
NOTES: 1. "If-Authorized" services "1-Proposed Easement" and "2-Proposed Exhibit" is the cost per parcel.									

Task Description										Overall
	QA/QC Reviewer	Project Manager	Sr Bridge Engineer	Sr Roadway Engineer	Roadway Engineer	Bridge Engineer	Administration	Surveyor	Technician	Total Hours
<b>Design and Plan Development</b>										
<b>A. Phase B Design</b>										
1 - Roadway Design	0	3	0	23	44	0	0	0	8	78
2 - Bridge Design	0	3	45	1	1	80	0	0	0	130
3 - Cost Estimates	0	1	2	2	4	4	0	0	0	13
4 - Load Rating	0	0	3	0	0	5	0	0	0	8
5 - Meeting with County	0	1	0	0	0	0	0	0	0	1
6 - General Oversight	0	3	0	0	0	0	1	0	0	4
7 - QA/QC Review	3	0	0	0	1	1	0	0	0	5
<b>A. Phase B Design</b>	<b>3</b>	<b>11</b>	<b>50</b>	<b>26</b>	<b>50</b>	<b>90</b>	<b>1</b>	<b>0</b>	<b>8</b>	<b>239</b>
<b>B. Final Deliverables</b>										
1 - Submission of Final Tracings and Documentation	0	3	0	0	0	0	0	0	0	3
<b>B. Final Deliverables</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>
<b>Authorized Services</b>	<b>3</b>	<b>14</b>	<b>50</b>	<b>26</b>	<b>50</b>	<b>90</b>	<b>1</b>	<b>0</b>	<b>8</b>	<b>242</b>
<b>C. "If-Authorized" Items</b>										
1 - Proposed Easement (Per Parcel)	0	0	0	0	0	0	0	3	0	3
2 - Proposed Exhibit (Per Parcel)	0	0	0	0	0	0	0	6	0	6
<b>C. "If-Authorized" Items</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9</b>	<b>0</b>	<b>9</b>
<b>"If-Authorized" Services</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9</b>	<b>0</b>	<b>9</b>

## Introduction

The County approved Fishbeck's recommendation of a single span slab bridge on capped pile integral abutments in Phase A of the project. Phase B of this project will include the final roadway and bridge design services for the slab bridge. Proposed right-of-way (ROW) may be required and has been designated as an "If-Authorized" service.

This fee proposal will include 1 submittal, with 1 formal County review, plus the final deliverable which will be provided in pdf format and a 22x34 plotted set of plans. This is a lump sum type agreement with the County.

## Scope of Services

Fishbeck has identified the following major tasks to perform the scope of work:

### Phase B Design

#### A.1 – Roadway Design

This task will include completion of the detailed design and update the previously generated Typical Section sheet and Plan and Profile sheet. The following sheets will be generated during Phase B design to be included in the plan set:

- Title sheet
- General Notes and Maintenance of Traffic Notes
- General Summary – roadway and bridge quantities combined
- Cross Sections – 2 sheets total
- Guardrail and Pavement Details
- Traffic Control Plan

#### A.2 – Bridge Design

This task will include completion of the detailed design and update the previously generated Site Plan sheet and Transverse Section sheet. The following sheets will be generated during Phase B design to be included in the plan set:

- General Notes
- Removal Details
- Rear Abutment Details
- Forward Abutment Details
- Slab Plan and Details
- Reinforcing Steel Details

#### A.3 – Cost Estimates

The previously generated preliminary cost estimate will be revised for final design pay items and quantities, providing both roadway and bridge elements.

#### A.4 – Load Rating

The new slab structure will be load rated in the AASHTOWare BrR program. Fishbeck will coordinate with the County if the model is desired to be one single unit width or represented in multiple strip foot widths

to accommodate any inspection conditions in the future. A signed BR100 form and the electronic .xml file will be included in the final deliverable submission.

**A.5 – Meeting with County**

A 1-hour virtual meeting has been accounted for to discuss any comments provided from the County’s review of the deliverable.

**A.6 – General Oversight**

This task will include updating the project records in Fishbeck’s accounting system for Phase B scope and budget, modification to the County’s contract, tracking and managing the project budget, maintaining project files, invoicing, and addressing County comments.

**A.7 – QA/QC Review**

Fishbeck will provide a complete comprehensive QA/QC review of the Phase B deliverable.

**Final Deliverables**

**B.1 – Submission of Final Tracings and Documentation**

Fishbeck to provide the final deliverable submittal, which will include half-size and full-size sheets, load rating report, and all project files including CAD files.

**“If-Authorized”**

**C.1 – Proposed Easement**

A legal easement will be prepared for each parcel that is impacted. The cost is represented as a cost per parcel per easement

**C.2 – Proposed Exhibit**

A legal exhibit will be prepared for each parcel that is impacted. The cost is represented as a cost per parcel per exhibit.

Fishbeck will coordinate with the County on the desired deliverable date for Phase B, as the County previously mentioned this project did not have schedule bid date. Fishbeck will invoice on a monthly percent complete basis until the submission of the final deliverable.

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Hamilton

I, Jon Carroll, holding the title and position of Project Manager at the firm Fishbeck, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

Jon Carroll  
AFFIANT

Subscribed and sworn to before me this 18  
May 2022

Dawn M. Smith  
(Notary Public),

Hamilton County.

My commission expires 8/11 2024



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

# Resolution

Number 22-0820

Adopted Date June 07, 2022

AUTHORIZE WARREN COUNTY ENGINEER TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT PROGRAM RELATIVE TO THE MASON-MORROW-MILLGROVE ROAD (PIKE STREET) BRIDGE #38-3.73 REHABILITATION PROJECT

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure; and

WHEREAS, the Board of Warren County Commissioners is planning to make capital improvements for the Mason-Morrow-Millgrove Road (Pike Street) Bridge #38-3.73 Rehabilitation Project; and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs; and

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

Section 1: The County Engineer is hereby authorized to submit the OPWC application.

Section 2: The President of the Board of Commissioners, Warren County is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)

# Resolution

Number 22-0821

Adopted Date June 07, 2022

REDUCE LOAD LIMIT ON BRIDGE #182-0.10 ON COUNTY ROAD 182, ALSO KNOWN AS OREGONIA ROAD, FROM THE CURRENT LOAD LIMIT

WHEREAS, Bridge #182-0.10 on County Road 182, also known as Oregonia Road, over the Little Miami River is inspected and maintained by the Warren County Engineer; and

WHEREAS, the Warren County Engineer has the duty and obligation to recommend weight limits for the bridges; and

WHEREAS, the Board of Warren County Commissioners and the Warren County Engineer pursuant to 5591.42 and 5577.071 of the Ohio Revised Code have determined that Bridge #182-0.10 (Turtlecreek and Washington Township) is inadequate to carry its current load limit; and

WHEREAS, upon observation of recent deterioration of Bridge #182-0.10, the Warren County Engineer has determined that the posted load limit should be reduced from the current load limit of 40 tons to 15 tons for 2 axle vehicles, 20 tons for 3 axle vehicles, 20 tons for 4 axle vehicles, 22 tons for 5 axle vehicles, and 22 tons for 6 axle or more vehicles, effective immediately; and

NOW THEREFORE, BE IT RESOLVED, to reduce the load limit on Bridge #182-0.10 on County Road 182, also known as Oregonia Road, in Turtlecreek and Washington Township.

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

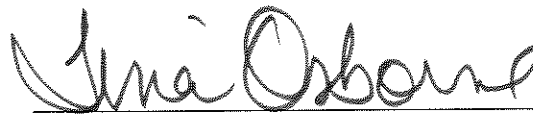
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)



# Resolution

Number 22-0822

Adopted Date June 07, 2022

REDUCE LOAD LIMIT ON BRIDGE #53-4.88 ON PEKIN ROAD FROM THE CURRENT LOAD LIMIT

WHEREAS, Bridge #53-4.88 on Pekin Road over the Emley's Run is inspected and maintained by the Warren County Engineer; and

WHEREAS, the Warren County Engineer has the duty and obligation to recommend weight limits for the bridges; and

WHEREAS, the Board of Warren County Commissioners and the Warren County Engineer pursuant to 5591.42 and 5577.071 of the Ohio Revised Code have determined that Bridge #53-4.88 (Clearcreek Township) is inadequate to carry its current load limit; and

WHEREAS, upon observation of recent deterioration of Bridge #53-4.88, the Warren County Engineer has determined that the posted load limit should be reduced from the current load limit of 40 tons to 15 tons for 2 axle vehicles, 22 tons for 3 axle vehicles, 22 tons for 4 axle vehicles, 25 tons for 5 axle vehicles, and 28 tons for 6 axle or more vehicles, effective immediately; and

NOW THEREFORE, BE IT RESOLVED, to reduce the load limit on Bridge #53-4.88 on Pekin Road in Clearcreek Township.

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

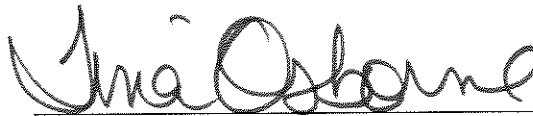
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)

# Resolution

Number 22-0823

Adopted Date June 07, 2022

## REDUCE LOAD LIMIT ON BRIDGE #38-0.37 ON MASON-MORROW-MILLGROVE ROAD FROM THE CURRENT LOAD LIMIT

WHEREAS, Bridge #38-0.37 on Mason-Morrow-Millgrove Road over Muddy Creek is inspected and maintained by the Warren County Engineer; and

WHEREAS, the Warren County Engineer has the duty and obligation to recommend weight limits for the bridges; and

WHEREAS, the Board of Warren County Commissioners and the Warren County Engineer pursuant to 5591.42 and 5577.071 of the Ohio Revised Code have determined that Bridge #38-0.37 (Deerfield Township) is inadequate to carry its current load limit; and

WHEREAS, upon observation of recent deterioration of Bridge #38-0.37, the Warren County Engineer has determined that the posted load limit should be reduced from the current load limit of 40 tons to 15 tons for 2 axle vehicles, 23 tons for 3 axle vehicles, 27 tons for 4 axle vehicles, 29 tons for 5 axle vehicles, and 29 tons for 6 axle or more vehicles, effective immediately; and

NOW THEREFORE, BE IT RESOLVED, to reduce the load limit on Bridge #38-0.37 on Mason-Morrow-Millgrove Road in Deerfield Township.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)

# Resolution

Number 22-0824

Adopted Date June 07, 2022

REDUCE LOAD LIMIT ON BRIDGE #134-3.76 ON TOWNSHIP LINE ROAD FROM THE CURRENT LOAD LIMIT

WHEREAS, Bridge #134-3.76 on Township Line Road over the Newmans Run is inspected and maintained by the Warren County Engineer; and

WHEREAS, the Warren County Engineer has the duty and obligation to recommend weight limits for the bridges; and

WHEREAS, the Board of Warren County Commissioners and the Warren County Engineer pursuant to 5591.42 and 5577.071 of the Ohio Revised Code have determined that Bridge #134-3.76 (Clearcreek and Wayne Township) is inadequate to carry its current load limit; and

WHEREAS, upon observation of recent deterioration of Bridge #134-3.76, the Warren County Engineer has determined that the posted load limit should be reduced from the current load limit of 40 tons to 20 tons for all vehicles regardless of the number of axles, effective immediately; and

NOW THEREFORE, BE IT RESOLVED, to reduce the load limit on Bridge #134-3.76 on Township Line Road in Clearcreek and Wayne Township.

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

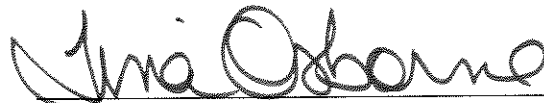
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)

# Resolution

Number 22-0825

Adopted Date June 07, 2022

ENTER INTO AN OHIO PUBLIC WORKS COMMISSION COOPERATION AGREEMENT WITH DEERFIELD TOWNSHIP AND DEERFIELD REGIONAL STORMWATER DISTRICT ON BEHALF OF THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, a grant application will be submitted to the Ohio Public Work Commission (OPWC) for the Kings Mills Infrastructure Improvement Project – Phase III; and

WHEREAS, OPWC grant applications require cooperation agreements between governmental entities that collaborate on mutual projects; and

NOW THEREFORE BE IT RESOLVED, to enter into a Cooperation Agreement with Deerfield Township and Deerfield Regional Stormwater District for the Kings Mills Infrastructure Improvement Project – Phase III, subject to the following conditions:

1. The conditions shall be as stipulated in the "OPWC Cooperation Agreement" as attached hereto and made part hereof.

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

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

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

CAW

cc: C/A—Deerfield Township  
Water/Sewer (file)

## **OPWC COOPERATION AGREEMENT**

### **Kings Mills Infrastructure Improvement Project – Phase III**

THIS is an AGREEMENT effective as of date the last Party has affixed their signature hereto, between Deerfield Township, Ohio, an Ohio municipal corporation (“Township”), the Deerfield Regional Stormwater District (“Stormwater District”) and the Warren County Board of County Commissioners, an Ohio county (“County”).

The County hereby agrees to collaborate with the Township and Stormwater District to submit an application to the Ohio Public Works Commission (OPWC) PY35 for the Kings Mills Infrastructure Improvement Project-Phase III. The estimated total cost of the project is \$2,459,419.40. The OPWC application will request a 35.50% grant being an estimated \$873,103.00 with the remaining 64.50% being the Parties estimated share totaling \$1,586,316.40, however, the Parties respective obligations shall be as follows:

- 1) The Parties 64.50% share of the engineering and construction cost is \$1,586,316.40 of which the Township would pay \$606,616.40 (38.24%), the Stormwater District would pay \$48,000 (3.03%) and the County would pay \$931,700 (58.73%). The County costs are split between its Water & Sewer Department and County Engineer’s Office, \$921,700 and \$10,000 respectively.

The storm sewer and roadway improvements to be paid for by the Township and Stormwater District shall include storm sewers, catch basins, full depth roadway repairs and asphalt resurfacing. The water and sanitary sewer main improvements to be paid for by the County shall include replacement of 8-inch watermain as well as select replacement with 24-inch watermain and the resetting and remodeling of manholes and various restorations.

The Township shall be the designated contracting entity and shall execute agreements with OPWC, the design engineer and the construction contractor. The Township shall invoice the County Water and Sewer Department for their project cost with payments to be made to the Township.

The Township and County shall jointly review all necessary OPWC funding application documents. Upon approval from each participating member the application documents shall be signed and submitted to the OPWC by the Township.

Should the proposed project be awarded OPWC funding, the Township and County shall review and approve all Engineering Contract(s) for the design of the improvements prior to the Village executing the Contract(s). All design drawings and specifications produced for the improvements shall be reviewed and approved by the Township and County prior to advertisement for bidding and final payment of the Engineer(s). The bidding documents shall meet the design standards and specifications for each of the participating members.

The Township and County shall jointly review all submitted construction bids and shall reach consensus of the award of the construction contract. The Township shall be the contracting entity for the construction of said project. Representatives from the Township and County shall be invited to all construction progress meetings and shall be provided the opportunity to inspect the construction of the improvements. All change orders shall be reviewed and approved by both

the Township and the County. The Township and County shall perform final inspection of the improvements, provide the Construction Contractor with punch list items, and verify that all improvements are completed in accordance with the Contract Documents prior to final payment.

IN EXECUTION WHEREOF, pursuant to Resolution No. 22 of Deerfield Township, Ohio, dated 5/2, 2022, Lelle Lutts Hedding, President of the Board of Deerfield Township Trustees has hereunto set her hand to this Agreement on the 2 day of May, 2022.

DEERFIELD TOWNSHIP, OHIO

By: Lelle Lutts Hedding  
Lelle Lutts Hedding, President

Attest: \_\_\_\_\_

Dan Gay  
Fiscal Officer

Approved as to form:

By: Ben Yoder  
Law Director

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by, its President, on the date stated below, pursuant to Resolution No. 22-0825 dated 6.7.22

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: \*Tom Gressmann

PRINTED NAME: Tom Gressmann

TITLE: President

DATE: 6.7.22

Approved as to form:

DAVID FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

Adam Nice  
By: Adam Nice, Asst. Prosecutor

# Resolution

Number 22-0826

Adopted Date June 07, 2022

ENTER INTO AN OHIO PUBLIC WORKS COMMISSION COOPERATION AGREEMENT WITH DEERFIELD TOWNSHIP AND DEERFIELD REGIONAL STORMWATER DISTRICT ON BEHALF OF THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, a grant application will be submitted to the Ohio Public Work Commission (OPWC) for the Kings Mills Infrastructure Improvement Project – Phase IV; and

WHEREAS, OPWC grant applications require cooperation agreements between governmental entities that collaborate on mutual projects; and

NOW THEREFORE BE IT RESOLVED, to enter into a Cooperation Agreement with Deerfield Township and Deerfield Regional Stormwater District for the Kings Mills Infrastructure Improvement Project – Phase IV, subject to the following conditions:

1. The conditions shall be as stipulated in the "OPWC Cooperation Agreement" as attached hereto and made part hereof.

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

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

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

CAW

cc: C/A—Deerfield Township  
Water/Sewer (file)

**OPWC COOPERATION AGREEMENT**  
**Kings Mills Infrastructure Improvement Project – Phase IV**

THIS is an AGREEMENT effective as of date the last Party has affixed their signature hereto, between Deerfield Township, Ohio, an Ohio municipal corporation (“Township”), the Deerfield Regional Stormwater District (“Stormwater District”) and the Warren County Board of County Commissioners, an Ohio county (“County”).

The County hereby agrees to collaborate with the Township and Stormwater District to submit an application to the Ohio Public Works Commission (OPWC) PY35 for the Kings Mills Infrastructure Improvement Project-Phase IV. The estimated total cost of the project is \$2,206,549.40. The OPWC application will request a 40% grant being an estimated \$882,600 with the remaining 60% being the Parties estimated share totaling \$1,323,949.40; however, the Parties respective obligations shall be as follows:

- 1) The Parties' 60% share of the engineering and construction cost is \$1,323,949.40, of which the Township would pay \$747,274.40 (56.44%), the Stormwater District would pay \$75,000 (5.66%), and the County would pay \$501,675 (37.90%). The County costs are split between its Water & Sewer Department and County Engineer's Office, \$491,675 and \$10,000 respectively.

The storm sewer and roadway improvements paid for by the Township and Stormwater District shall include storm sewers, catch basins, full depth roadway repairs and asphalt resurfacing. The water and sanitary sewer main improvements to be paid for by the County shall include replacing various size water mains and the resetting and remodeling of manholes and multiple restorations.

The Township shall be the designated contracting entity and shall execute agreements with OPWC, the design engineer, and the construction contractor. The Township shall invoice the County Water and Sewer Department for their project cost with payments to be made to the Township.

The Township and County shall jointly review all necessary OPWC funding application documents. Upon approval from each participating member, the application documents shall be signed and submitted to the OPWC by the Township.

Should the proposed project be awarded OPWC funding, the Township and County shall review and approve all Engineering Contract(s) for the design of the improvements prior to the Village executing the Contract(s). All design drawings and specifications produced for the improvements shall be reviewed and approved by the Township and County prior to advertisement for bidding and a final payment of the Engineer(s). The bidding documents shall meet the design standards and specifications for each of the participating members.

The Township and County shall jointly review all submitted construction bids and reach a consensus on the construction contract award. The Township shall be the contracting entity for the construction of the said project. Representatives from the Township and County shall be invited to all construction progress meetings and shall be provided the opportunity to inspect the construction of the improvements. All change orders shall be reviewed and approved by both the



Township and the County. The Township and County shall perform a final inspection of the improvements, provide the Construction Contractor with punch list items, and verify that all improvements are completed in accordance with the Contract Documents prior to final payment.

IN EXECUTION WHEREOF, pursuant to Resolution No. 24 of Deerfield Township, Ohio, dated May 2, 2022, Lelle Lutts Hedding, President of the Board of Deerfield Township Trustees has hereunto set her hand to this Agreement on the 2 day of May, 2022.

DEERFIELD TOWNSHIP, OHIO  
By: Lelle Hedding  
Lelle Lutts Hedding, President

Attest: \_\_\_\_\_

Dan Coy  
Fiscal Officer

Approved as to form:

By: Bruce Yoder  
Law Director

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by, its President, on the date stated below, pursuant to Resolution No. 22-0826 dated 6-7-22

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS  
SIGNATURE: \*Tom Crossman  
PRINTED NAME: Tom Crossman  
TITLE: President  
DATE: 6-7-22

Approved as to form:

DAVID FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO  
Adam Nice  
By: Adam Nice, Asst. Prosecutor

# Resolution

Number 22-0827

Adopted Date June 07, 2022

AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO THE 2022 MARKET DEVELOPMENT GRANT AGREEMENT WITH THE OHIO ENVIRONMENTAL PROTECTION AGENCY AND AAA WASTEWATER SERVICES, INC., DBA TRIPLE A PRO SERVICES

WHEREAS, the Warren County Solid Waste Management District applied for said grant on behalf of Triple A Pro Service for the purpose of furthering recycling and waste reduction goals; and

BE IT RESOLVED, to authorize the President of the Board to sign the 2022 Market Development Grant Agreement with the Ohio Environmental Protection Agency and AAA Wastewater Services, Inc., DBA Triple A Pro Services, as attached hereto and made a part hereof; and


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

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

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

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/sm

cc: c/a – AAA Wastewater Services Inc.  
dba – Triple A Pro Services  
Solid Waste District (file)

## Ohio Environmental Protection Agency 2022 Market Development Grant Agreement

This Agreement is made and entered into by and between the Director of the Ohio Environmental Protection Agency, (“Agency”), Warren County Solid Waste District (“Grantee”), and AAA Wastewater Services, Inc. DBA Triple A Pro Services (“Cooperating Enterprise”). Agency, Grantee, and Cooperating Enterprise are collectively the “Parties” and each a “Party.”

WITNESSETH THAT:

WHEREAS the Grantee, as authorized under Ohio Revised Code (ORC) Chapter 3736, applied to the Agency for program funding to implement a 2022 Market Development Grant, hereinafter referred to as the 2022 MDG; and

WHEREAS ORC 3736.05 authorizes the Director, to make grants from the recycling and litter prevention fund created in ORC 3736.03. ORC 3736.05 further authorizes the director to enter into this agreement; and

WHEREAS the Grantee and Cooperating Enterprise agree to manage and perform, respectively, in compliance with the terms, promises, conditions, and assurances as outlined in the Grantee’s 2022 Grant Manual and the 2022 MDG Application, a copy of which is attached hereto as Exhibit A and incorporated herein by reference as if fully set forth herein; and

WHEREAS the 2022 MDG funds in the amount of **\$194,987.00** have been encumbered. Obligations of the State of Ohio are subject to the provisions of ORC Section 126.07.

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the Parties agree as follows:

- I. The Agency hereby awards to the Grantee a grant not to exceed **\$194,987.00**, for the purpose of implementing and managing the project detailed in the Grantee’s Application. Cooperating Enterprise shall perform the implementation of the project as described in the Grantee’s Application. Costs incurred by the Grantee for items that are not part of the approved budget as contained in the Grantee’s Application, or costs in excess of amounts specified in the approved budget as contained in the Grantee’s Application will not be reimbursed by the Agency. Any grant-related expenditures made prior to the effective date of the grant agreement will not be reimbursed. The Grantee agrees to maintain and expend the match funds required, either (1) in the dollar amount set forth in the Funding Request Details specified in the Grantee’s application as “Match Funds Required”, or (2) if the grant award is reduced, when reconciling the grant account at closeout as a result of reduced actual costs, then the dollar amount of the Grantee’s match funds required may be reduced to the equivalent of the reduced dollar amount of the grant award.
- II. The Agency shall pay to the Grantee, a payment of one-hundred percent (100%) of the grant award at the end of the grant period or the closeout of the grant for reimbursement of project costs according to the Grantee’s approved budget contained in the Grantee’s Application. The Parties understand and agree that all payments made under this grant award are based on actual costs and upon Grantee’s satisfactory performance of Grantee’s obligations under this grant agreement.

**Ohio Environmental Protection Agency  
2022 Market Development Grant Agreement**

- III. Neither the Grantee nor the Cooperating Enterprise shall discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability as defined in the Americans with Disabilities Act (ADA). The Grantee and the Cooperating Enterprise shall not, in any manner, discriminate, intimidate or retaliate against any employee on account of race, color, religion, sex, sexual orientation, military status, national origin, disability, age or ancestry. The Grantee and the Cooperating Enterprise shall take affirmative action to ensure that employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship.
- IV. The Grantee and the Cooperating Enterprise agree to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way. The Grantee and the Cooperating Enterprise agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause. Furthermore, the Grantee and the Cooperating Enterprise agree to comply with all pertinent provisions of ORC Section 125.111, 4112.02, and the Drug Free Workplace Act.
- V. The Grantee and the Cooperating Enterprise shall, in all solicitations or advertisements for employees placed by or on behalf of themselves, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA.
- VI. The Grantee and the Cooperating Enterprise shall comply with the State Equal Employment Opportunity guidelines, and any direction as set forth by officials or agencies of the State or Federal Government that seek to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under this Agreement. Before and during performance, the Grantee and the Cooperating Enterprise shall promptly comply with all requests and direction from the State of Ohio or any of its officials and agencies.
- VII. Upon either the Grantee's or the Cooperating Enterprise's noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated, or suspended in whole or in part, and the responsible party or parties may be ineligible for further state contracts and such other sanctions may be imposed and remedies instituted as otherwise provided by the law.
- VIII. It is fully understood and agreed that neither Grantee, the Cooperating Enterprise, nor any of their respective employees or other personnel shall at any time or for any purpose, be considered as agents or employees of the Ohio EPA or the State of Ohio. The Grantee certifies that neither the Grantee nor its employees or other personnel are public employees of the Agency under federal or state law for tax, Workers' Compensation, and retirement deduction purposes. The Cooperating

## **Ohio Environmental Protection Agency 2022 Market Development Grant Agreement**

Enterprise certifies that neither it nor its employees or other personnel are public employees of the Agency under federal or state law for tax, Workers' Compensation, and retirement deduction purposes.

- IX. The Grantee and the Cooperating Enterprise shall administer and carry out, respectively the project according to all applicable federal, state, and local laws, rules, regulations, ordinances and the terms of this Agreement, as outlined in the Agency's 2022 MDG Application and Grant Manual.
- X. The Agency shall at any reasonable time have the right of access to and the right to audit all books and records, financial or otherwise, pertinent to the administration and operation of this project. The Grantee and Cooperating Enterprise shall keep said books and records in a manner consistent with generally accepted accounting procedures in a common file to facilitate audits and inspections. In the event of a special audit, the Grantee or the Cooperating Enterprise, as applicable, will be responsible for the actual cost of the audit. Said costs shall be determined by the State of Ohio.
- XI. The Grantee and the Cooperating Enterprise by signature on this document, each certify that it: (1) has reviewed and understands the Ohio ethics and conflict of interest laws, including the requirements found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (2) is currently in compliance with and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws. The Grantee and Cooperating Enterprise understand that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. No personnel of Grantee, Cooperating Enterprise, or public official, employee or member of the governing body of any locality in which work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of the work, voluntarily acquire any personal interest that is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out the work. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such personal interest, shall immediately disclose his or her interest to Agency in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Agency determines in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to public interest.
- XII. The Grantee and Cooperating Enterprise affirm that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of the amounts specified in ORC 3517.13, to the Governor or to his campaign committees.
- XIII. The Grantee and Cooperating Enterprise affirmatively represent and warrant to Agency that it is not subject to a finding for recovery under ORC 9.24 or otherwise qualifies under that section. The Grantee and Cooperating Enterprise agree that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio*

## **Ohio Environmental Protection Agency 2022 Market Development Grant Agreement**

as between the parties to this Agreement, and any funds paid by Agency hereunder immediately shall be repaid to Agency, or an action for recovery immediately may be commenced by Agency for recovery of said funds. The Grantee and Cooperating Enterprise affirmatively represent and warrant to the Agency that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or ORC 125.25. If this representation and warranty is false, this Agreement is void *ab initio* and Grantee or Cooperating Enterprise, as applicable, shall immediately repay to the State any funds paid under this Agreement.

- XIV. Implementation of the approved 2022 MDG project as outlined in the Grantee's 2022 MDG Approved Application and this Agreement shall not commence until the Agreement is signed by all Parties or **July 1, 2022** whichever is later. The Agency shall not be responsible for any costs incurred by the Grantee or Cooperating Enterprise prior to the effective date of this Agreement.
- XV. Grantee and the Cooperating Enterprise each represent and warrant that:
1. They are not subject to any judgment or decree of a court of competent jurisdiction or governmental agency that would limit or restrict their right to enter and carry out this Agreement.
  2. Neither the execution of this Agreement nor the consummation of its transactions will constitute a breach under any contract or agreement to which they are a party or by which they are bound.
  3. They have made no false statements to the other party or any of its employees or agents in the process of obtaining this Agreement
  4. They have the authority to execute this Agreement and perform their obligations under this Agreement.
  5. They have received no written notice that any investigation, action or litigation is pending or threatened, which materially and adversely affects this Agreement.
- XVI. This Agreement shall remain in effect until **June 30, 2024**. The Agency reserves the right, at any time after execution of this Agreement, and with or without cause, to terminate, revise, or extend the grant in whole or in part, upon written notification to the Grantee and the Cooperating Enterprise. The Grantee and Cooperating Enterprise shall not incur any new obligations. Grantee and Cooperating Enterprise shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible. In the event of such termination, the Grantee or Cooperating Enterprise, as applicable, will be paid for approved expenditures incurred prior to termination and for any noncancelable obligations properly incurred by the Grantee or Cooperating Enterprise, as applicable, prior to termination. If requested by the Agency, the Grantee or Cooperating Enterprise, as applicable, shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the termination notice. The Grantee and Cooperating Enterprise agree to waive any right to, and shall no claim for, additional compensation against the Agency by reason of such termination.

## **Ohio Environmental Protection Agency 2022 Market Development Grant Agreement**

- XVII. The Grantee reserves the right, at any time after execution of this Agreement to terminate the program, in whole or in part, upon a thirty (30) day written notification to the Agency and the Cooperating Enterprise. In the event of such termination by the Grantee, the Grantee shall not incur any new obligations and shall make a good faith effort to cancel as many outstanding obligations as possible.
- XVIII. All unspent funds and unallowed expenditures shall be returned to the Agency within forty-five (45) days of receiving notification of any termination of the grant or program. Any payment not received within forty-five days of the due date may be turned over to the Attorney General for collection as a delinquent claim, and the Grantee and Cooperating Enterprise agree to pay the Agency all costs the Agency incurs for delinquent collections by the Attorney General's office.
- XIX. The Grantee affirms to have read and understands Executive Order 2019-12D and Executive Order 2022-02D and shall abide by those requirements in the performance of this Agreement and shall perform no services required under the Agreement outside of the United States or purchase services from or investment in Russian institutions and companies. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Grantee performs outside of the United States for which it did not receive a waiver or funds paid for services from or investments in Russian institutions and companies. The State does not waive any other rights and remedies provided the State in this Agreement. The Executive Orders are available at:

<https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>

<https://governor.ohio.gov/media/executive-orders/executive-order-2022-02d>

The Grantee also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Grantee or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) that are outside of the United States.

If the Grantee or any of its subcontractors perform services under this Agreement outside of the United States, or purchase services from or investments in Russian institutions and companies, the performance of such services shall be treated as a material breach of the Agreement. The State is not obligated to pay and shall not pay for such services. If Grantee or any of its subcontractors perform any such services, Grantee shall immediately return to the State all funds paid for those services. The State may also recover from the Grantee all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Grantee performing services outside the United States or purchases of services from or investments in Russian institutions and companies.

The State may, at any time after the breach, terminate the Agreement, upon written notice to the Grantee. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.

## **Ohio Environmental Protection Agency 2022 Market Development Grant Agreement**

The State, in its sole discretion, may provide written notice to Grantee of a breach and permit the Grantee to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Grantee any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Grantee's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement, including but not limited to recovery of funds paid for services the Grantee performed outside of the United States, purchases of services from or investments in Russian institutions and companies, costs associated with corrective action, or liquidated damages.

- XX. Until termination of this contract (expiration date – see condition XVI) and for a period of three years following termination, the **Agency** may require the Grantee, the Cooperating Enterprise, or both, to repay any funds, up to the full amount that has been distributed, upon a finding by the director that **Grantee** or the Cooperating Enterprise is not in substantial compliance with environmental laws or rules or has become subject to a formal enforcement action by Ohio EPA or the Ohio Attorney General's Office. If the **Agency** terminates this agreement pursuant to this paragraph, any funds already distributed to Grantee or the Cooperating Enterprise, including funds that have already been spent, shall be returned to the **Agency** within forty-five (45) days of receiving notification of termination. Any payment not received within forty-five days of the due date may be referred to the Ohio Attorney General's Office for collection as a delinquent claim. The Grantee and the Cooperating Enterprise, respectively, agree to pay the Agency all costs the Agency incurs for delinquent collections by the Ohio Attorney General's Office. Grantee and the Cooperating Enterprise shall require all contracts with subcontractors to include legal mechanisms (e.g., default judgments or liens) to recover funds pursuant to this paragraph.
- XXI. Neither this Agreement, nor any rights, duties, nor obligations hereunder, may be assigned, delegated, or transferred in whole or in part by the Grantee or the Cooperating Enterprise without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State. This Agreement represents the complete and final agreement between the Parties and supersedes any previous writing or understanding.
- XXII. Each Party shall be responsible for its own acts and omissions and will be responsible for any and all damages, costs, and expenses that arise out of the performance of this Agreement and that are due to that Party's own negligence, tortious acts, or other conduct or that are due to the negligence, tortious acts, or other conduct of the party's respective agents, officers, or employees. The Grantee and Cooperating Enterprise shall be and remain jointly and severally liable to the Agency for their acts or the acts or faults of subcontractors and of such subcontractors' officers, agents and employees.



**Ohio Environmental Protection Agency  
2022 Market Development Grant Agreement**

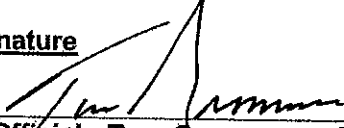
The effective date of this Agreement is the date when the Director of the Ohio Environmental Protection Agency signs this Agreement, or **July 1, 2022**, whichever date is later.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

**Grantee: Warren County Solid Waste District**  
**Award: \$194,987.00**

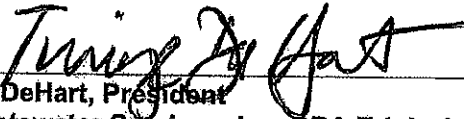
(I, we) have the authority to sign this Agreement and do so in (my/our) respective capacities:

**Grantee Signature**

Signed:  Date: 6-7-22  
Authorized Official: **Tom Grossmann, President, Board of County Commissioners**  
**Warren County Solid Waste District**

**Cooperating Enterprise: AAA Wastewater Services, Inc. DBA Triple A Pro Services**

**Cooperating Enterprise Signature**


Signed:  Date: 5/31/22  
Timothy DeHart, President  
AAA Wastewater Services, Inc. DBA Triple A Pro Services

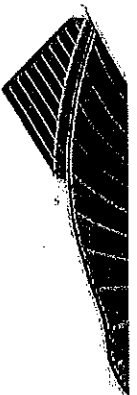
**Ohio Environmental Protection Agency**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**Laurie A. Stevenson, Director**  
**Ohio Environmental Protection Agency**

APPROVED AS TO FORM

  
**Keith W. Anderson**  
Asst. Prosecuting Attorney



# OneSpan Sign Consent and Disclosure (“eSign Disclosure”)

By clicking to accept this eSign Disclosure you are consenting: (i) to execute documents with OneSpan using its e-signature tool, OneSpan Sign; (ii) that OneSpan may record and retain audio and/or video recordings of Virtual Room sessions (if applicable), and (iii) to exchange documents with OneSpan electronically. If you do not consent to the foregoing, do not click “Accept” and contact the sender for alternative method of document execution. Please note that declining to consent may slow the speed at which OneSpan can complete transactions with you and may potentially delay the delivery of Products and/or Services to you.

Additionally, by selecting “Accept” you are agreeing:

- that your use of a key pad, mouse or other device to select an item, button, icon or similar action, or to otherwise provide OneSpan with your assent during the document transaction (the “e-Signature”) constitutes your signature and acceptance of the content of the documents,
- that your e-Signature is the legal equivalent of your manual signature on the agreement,
- that no certification authority or other third party verification is necessary to validate your e-Signature and the lack of such certification or third party verification does not affect the enforceability of your e-Signature,
- that you represent that you are authorized to enter into the agreement for your organization or if applicable, yourself,
- to conduct business with OneSpan via electronic documents (as opposed to paper documents),
- that you are responsible for downloading and storing copies of the transaction for your own record keeping purposes and OneSpan is not obligated to store or provide you with paper copies of a transaction, and
- that you have read and agree to OneSpan’s Privacy Statement available for review on our Privacy Center at <https://www.onespan.com/privacy-center>.

**NOTE TO ONESPAN CUSTOMERS:** This eSign Disclosure is written to address the consents required for e-Signatures and audio/visual recordings for OneSpan’s own business purposes given the nature of our business. This eSign Disclosure may not be suitable for your business purposes and you should seek legal counsel in the applicable jurisdiction(s) for the development of your own eSign Disclosure appropriate for your particular purposes. Should you choose to use this eSign Disclosure for transactions with your own end users, you do so at your own risk and you will indemnify, defend and hold OneSpan harmless from any claims related to your usage of this eSign Disclosure.

**STANDARD AFFIRMATION AND DISCLOSURE FORM -EXECUTIVE ORDER 2019-12D**

Governing the Expenditure of Public Funds on Offshore Services

By the signature affixed hereto, Grantee affirms, understands, and will abide by the requirements of Executive Order 2019-12D. Both Grantee and any of its subcontractors shall perform no services under any agreement with the Ohio Environmental Protection Agency outside of the United States.

The Grantee shall provide all name(s) and location(s) where services under any agreement with the Ohio Environmental Protection Agency will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Grantee to sanctions. If the Grantee will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

**1. Name/Principal location of Grantee:**

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

**2. Name/Principal location of subcontractor(s):**

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

**3. Location(s) where services will be performed by Grantee or by subcontractors if different from principal location(s):**

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Address, City, State, Zip)

**4. Location where state data will be stored, accessed, tested, maintained or backed-up, by Grantee or subcontractors if different from principal location(s):**

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Address, City, State, Zip)

Grantee affirms that Grantee and all subcontractors shall immediately disclose to the Ohio Environmental Protection Agency any change or shift in location of services performed by Grantee or subcontractors after execution of any Agreement with the Agency. On behalf of the Grantee, I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Agreement that Grantee may enter into with the Agency and is incorporated therein.

By: \_\_\_\_\_  
**Grantee Signature**

\_\_\_\_\_  
**Printed Name and Title**

Date: \_\_\_\_\_



**MIKE DEWINE**  
GOVERNOR  
STATE OF OHIO

**Executive Order 2019-12D**

Governing the Expenditure of Public Funds for Offshore Services

**WHEREAS**, the retention and creation of jobs in the State of Ohio is fundamental to the future prosperity of all Ohioans; and

**WHEREAS**, the use of public funds for services provided outside the United States potentially undermines economic development; and

**WHEREAS**, it shall be the policy of my Administration to prohibit the expenditure of public funds for services provided outside the United States;

**NOW THEREFORE**, I, Mike DeWine, Governor of the State of Ohio, by virtue of the authority vested in me by the Constitution and laws of this State do hereby order and direct that:

1. No State Cabinet Agency, Board or Commission ("Executive Agency") shall enter into any contract which uses any funds within its control to purchase services which will be provided outside the United States. This Executive Order applies to all purchases of services made directly by an Executive Agency and services provided by subcontractors of those providing services purchased by an Executive Agency.
2. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.
3. The Department of Administrative Services, through Ohio's Chief Procurement Officer, shall continue to maintain procedures to ensure all of the following:
  - a. All agency procurement officers (APOs), or the person with equivalent duties at each Executive Agency, have standard language in all Executive Agency contracts which:
    - i. Reflect this Order's prohibition on the purchase of offshore services.
    - ii. Require service providers or prospective service providers to:
      1. Affirm that they understand and will abide by the requirements of this Order.
      2. Disclose the location(s) where all services will be performed by any contractor or subcontractor.

3. Disclose the location(s) where any State data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
  4. Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
  5. Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the State under the proposed contracts
- b. All APOs confirm that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.
    - i. Any such proposal for services lacking the affirmation and disclosure requirements of the Order will not be considered.
    - ii. Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any subcontractor will not be considered.
  - c. All procurement manuals, directives, policies, and procedures reflect the requirements of this Order.
  - d. All APOs have adequate training which addresses the terms of this Order.
4. Nothing in this Order is intended to contradict any State or federal law. In addition, this Order does not apply to:
- a. Services necessary to support the efforts to attract jobs and business to Ohio;
  - b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities; or
  - c. Situations in which the Director of the Department of Administrative Services, or the Director's designee, shall determine that it is an emergency or that it is necessary for the State to waive some or all of the requirements of this Order. The Director shall establish standards by which Executive Agencies may request a waiver of some or all of the requirements of this Order and by which such requests will be evaluated and may be granted.

I signed this Executive Order on March 4, 2019 in Columbus, Ohio and it will expire ten (10) calendar days after my last day as Governor of Ohio unless rescinded before then.



Mike DeWine, Governor

ATTEST:

Frank LaRosé, Secretary of State



# Resolution

Number 22-0828

Adopted Date June 07, 2022

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 5/31/22 and 6/2/22, as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

# Resolution

Number 22-0829

Adopted Date June 07, 2022

## ACKNOWLEDGE RECEIPT OF MAY 2022 FINANCIAL STATEMENT


BE IT RESOLVED, to acknowledge receipt of the May 2022 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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

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

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor (file)   
S. Spencer  
Tina Osborne



# Financial Statement for 2022 Period 5



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	69,907,785.93	5,890,613.77	5,488,169.59	70,310,230.11	337,730.30	70,647,960.41
2201	SENIOR CITIZENS SERVICE LEVY	10,662,032.05	70,456.46	0.00	10,732,488.51	0.00	10,732,488.51
2202	MOTOR VEHICLE	8,254,596.51	1,060,395.89	435,563.30	8,879,429.10	116,156.70	8,995,585.80
2203	HUMAN SERVICES	148,747.14	935,393.69	587,155.86	496,984.97	263,935.68	760,920.65
2204	COVID19 EMERGENCY RENTAL ASSIS	6,136,171.40	0.00	179,289.36	5,956,882.04	97,587.13	6,054,469.17
2205	BOARD OF DEVELOPMENTAL DISABIL	41,001,387.79	1,234,987.87	1,108,333.00	41,128,042.66	145,082.11	41,273,124.77
2206	DOG AND KENNEL	918,575.03	11,833.87	24,167.59	906,241.31	0.00	906,241.31
2207	LAW LIBRARY RESOURCES FUND	97,605.21	34,160.95	31,755.40	100,010.76	27,225.58	127,236.34
2208	CO&TRANSIT MEDICAID SALES TAX	835,463.72	0.00	0.00	835,463.72	0.00	835,463.72
2209	BOE ELECTIONS SECURITY GRANTS	0.00	0.00	0.00	0.00	0.00	0.00
2210	LOCAL CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00
2211	LOCAL FISCAL RECOVERY FUND	9,441,389.14	0.00	129,422.79	9,311,966.35	0.00	9,311,966.35
2212	ONEOHIO OPIOID SETTLEMENT FUND	0.00	0.00	0.00	0.00	0.00	0.00
2215	VETERAN'S MEMORIAL	6,899.34	0.00	0.00	6,899.34	0.00	6,899.34
2216	RECORDER TECH FUND 317.321	461,672.37	13,874.83	31,092.87	444,454.33	490.00	444,944.33
2217	BOE TECHNOLOGY FUND 3501.17	1,833,096.19	0.00	0.00	1,833,096.19	0.00	1,833,096.19
2218	COORDINATED CARE	627,759.44	1,841.00	21,622.80	607,977.64	4,960.00	612,937.64
2219	WIRELESS 911 GOVERNMENT ASSIST	412,275.77	19,164.74	13,397.48	418,043.03	0.00	418,043.03
2220	CP INDIGENT DRVR INTRLK/MONITG	9,797.48	68.94	0.00	9,866.42	0.00	9,866.42
2221	CC/MC INDIGENT DRIVER INTERLOC	117,503.66	548.39	3,721.00	114,331.05	2,830.00	117,161.05
2222	JUV INDIGENT DRIVER INTERLOCK	2,211.32	50.00	0.00	2,261.32	0.00	2,261.32
2223	PROBATE/JUVENILE SPECIAL PROJ	289,502.39	3,109.06	0.00	292,611.45	0.00	292,611.45
2224	COMMON PLEAS SPECIAL PROJECTS	241,887.67	5,629.00	2,521.00	244,995.67	521.00	245,516.67
2227	PROBATION SUPERVISION 2951.021	759,326.11	6,836.00	10,865.74	755,296.37	600.00	755,896.37
2228	MENTAL HEALTH GRANT	129,789.69	2,620.00	2,400.00	130,009.69	2,300.00	132,309.69
2229	MUNICIPAL MOTOR VEH PERMIS TAX	2,805,250.90	46,645.96	18,250.03	2,833,646.83	18,250.03	2,851,896.86
2231	CO LODGING ADD'L 1%	97,489.20	96,374.61	97,808.70	96,055.11	0.00	96,055.11

# Financial Statement for 2022 Period 5



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2232	COUNTY LODGINGS TAX (FKA 7731)	292,570.86	289,123.67	293,529.34	288,165.19	0.00	288,165.19
2233	DOMESTIC SHELTER	11,211.00	4,112.00	0.00	15,323.00	0.00	15,323.00
2237	REAL ESTATE ASSESSMENT	8,541,565.72	100.00	4,350,833.29	4,190,832.43	560.09	4,191,392.52
2238	WORKFORCE INVESTMENT BOARD	136,971.59	229,222.11	325,330.81	40,862.89	185,217.30	226,080.19
2243	JUVENILE GRANTS	341,544.90	0.00	2,985.75	338,559.15	1,298.75	339,857.90
2245	CRIME VICTIM GRANT FUND	21,709.15	4,210.70	4,059.06	21,860.79	0.00	21,860.79
2246	JUVENILE INDIGENT DRIVER ALCOH	21,047.84	54.75	0.00	21,102.59	0.00	21,102.59
2247	FELONY DELINQUENT CARE/CUSTODY	298,170.48	0.00	81,378.91	216,791.57	185.32	216,976.89
2248	TAX CERTIFICATE ADMIN FUND	28,108.70	0.00	346.00	27,762.70	0.00	27,762.70
2249	DTAC-DELINQ TAX & ASSESS COLLE	792,682.32	770.00	15,887.08	777,565.24	77.73	777,642.97
2250	CERT OF TITLE ADMIN FUND	3,447,528.11	202,345.84	89,596.26	3,560,277.69	1,279.36	3,561,557.05
2251	COAP GRANT - OPIOD ABUSE PROG	0.00	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	0.00
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEP/TANF	61,621.82	27,280.00	32,919.92	55,981.90	1,746.15	57,728.05
2255	MUNICIPAL VICTIM WITNESS FUND	104,975.35	0.00	6,900.28	98,075.07	0.00	98,075.07
2256	WARREN COUNTY SOLID WASTE DIST	1,174,960.05	9,178.31	16,493.10	1,167,645.26	0.00	1,167,645.26
2257	OHIO PEACE OFFICER TRAINING	128,044.32	0.00	240.00	127,804.32	240.00	128,044.32
2258	WORKFORCE INVESTMENT ACT FUND	36,180.87	83,313.00	54,510.63	64,983.24	20,464.83	85,448.07
2259	JTPA	1,675.19	0.00	0.00	1,675.19	0.00	1,675.19
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	200.01	0.00	0.00	200.01	0.00	200.01
2262	COMMUNITY CORRECTIONS MONITORY	775,035.31	32,198.50	24,298.60	782,935.21	2,030.00	784,965.21
2263	CHILD SUPPORT ENFORCEMENT	1,266,636.27	319,105.49	242,992.40	1,342,749.36	1,910.61	1,344,659.97
2264	EMERGENCY MANAGEMENT AGENCY	302,645.97	25,132.30	22,956.83	304,821.44	7,331.00	312,152.44
2265	COMMUNITY DEVELOPMENT	556,545.93	308,158.00	315,049.27	549,654.66	0.00	549,654.66
2266	COMM DEV-ENT ZONE MONITOR FEES	113,063.00	0.00	0.00	113,063.00	0.00	113,063.00

# Financial Statement for 2022 Period 5



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2267	LOEB FOUNDATION GRANT	23,502.75	0.00	0.00	23,502.75	0.00	23,502.75
2268	INDIGENT GUARDIANSHIP FUND	250,733.66	2,120.00	0.00	252,853.66	0.00	252,853.66
2269	INDIGENT DRIVER ALCOHOL TREATM	691,545.24	6,106.71	0.00	697,651.95	0.00	697,651.95
2270	JUVENILE TREATMENT CENTER	420,108.91	14,998.88	91,226.19	343,881.60	4,190.36	348,071.96
2271	DTAC-PROSECUTOR ORC 321.261	355,687.67	0.00	14,470.23	341,217.44	0.00	341,217.44
2272	CP INDIGENT DRVR ALC TREATMT	43,931.99	0.00	0.00	43,931.99	0.00	43,931.99
2273	CHILDREN SERVICES	10,196,224.96	202,366.39	559,681.90	9,838,909.45	143,668.19	9,982,577.64
2274	COUNTY COURT COMPUTR 1907.261A	75,512.40	1,034.00	0.00	76,546.40	0.00	76,546.40
2275	COUNTY CRT CLK COMP 1907.261B	48,621.90	3,021.00	0.00	51,642.90	0.00	51,642.90
2276	PROBATE COMPUTER 2101.162	93,658.63	654.00	0.00	94,312.63	0.00	94,312.63
2277	PROBATE CLERK COMPUTR 2101.162	259,979.01	2,180.00	0.00	262,159.01	0.00	262,159.01
2278	JUVENILE CLK COMPUTR 2151.541	36,544.09	1,119.08	0.00	37,663.17	0.00	37,663.17
2279	JUVENILE COMPUTER 2151.541	44,404.58	338.15	0.00	44,742.73	0.00	44,742.73
2280	COMMON PLEAS COMPUTER 2303.201	72,348.74	1,026.00	0.00	73,374.74	0.00	73,374.74
2281	DOMESTIC REL COMPUTER 2301.031	11,321.60	555.00	0.00	11,876.60	0.00	11,876.60
2282	CLERK COURTS COMPUTER 2303.201	145,956.22	4,709.00	0.00	150,665.22	0.00	150,665.22
2283	COUNTY CT SPEC PROJ 1907.24B1	1,979,159.54	24,425.07	4,023.11	1,999,561.50	1,277.62	2,000,839.12
2284	COGNITIVE INTERVENTION PROGRAM	422,447.81	8,642.45	7,211.39	423,878.87	7,142.99	431,021.86
2285	CONCEALED HANDGUN LICENSE	809,274.63	8,564.38	6,388.70	811,450.31	1,246.98	812,697.29
2286	SHERIFF-DRUG LAW ENFORCEMENT	9,534.90	144.68	534.59	9,144.99	2,584.22	11,729.21
2287	SHERIFF-LAW ENFORCEMENT TRUST	193,053.60	11,389.56	2,014.59	202,428.57	0.00	202,428.57
2288	COMM BASED CORRECTIONS DONATIO	7,617.01	0.00	0.00	7,617.01	0.00	7,617.01
2289	COMMUNITY BASED CORRECTIONS	466,769.06	0.00	49,702.92	417,066.14	610.00	417,676.14
2290	HAZ MAT EMERG PLAN SPEC FUND	4.48	0.00	0.00	4.48	0.00	4.48
2291	SHERIFF-D.A.R.E. PROGRAM	1,436.14	0.00	0.00	1,436.14	0.00	1,436.14
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00
2293	SHERIFF GRANTS	13,082.00	0.00	0.00	13,082.00	0.00	13,082.00

# Financial Statement for 2022 Period 5



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2294	SHERIFF DARE LAW ENFORC GRANT	41,526.56	0.00	0.00	41,526.56	0.00	41,526.56
2295	TACTICAL RESPONSE UNIT	18,384.42	3,500.00	0.00	21,884.42	0.00	21,884.42
2296	COMP REHAB DWNPMT ASST COMMDEV	47,144.73	0.00	0.00	47,144.73	0.00	47,144.73
2297	ENFORCEMENT & EDUCATION 4511.19G5A	133,218.43	417.00	0.00	133,635.43	0.00	133,635.43
2298	REHAB INC FUNDS	72,376.74	0.00	0.00	72,376.74	0.00	72,376.74
2299	COUNTY TRANSIT	1,153,703.83	373,929.98	74,726.06	1,452,907.75	0.00	1,452,907.75
3327	BOND RETIREMENT SPECIAL ASSMT	113,311.04	0.00	21,753.67	91,557.37	0.00	91,557.37
3360	STATE OPWC LOAN	112,715.70	0.00	56,357.85	56,357.85	0.00	56,357.85
3368	2013 RADIO SYSTEM BONDS	919,253.75	0.00	7,126.87	912,126.88	7,126.87	919,253.75
3384	TAX INCREMENT FINANCING - P&G	441,999.78	0.22	8,500.00	433,500.00	0.00	433,500.00
3393	RID BOND GREENS OF BUNNEL	3,195,988.32	39,062.90	110,547.00	3,124,504.22	0.00	3,124,504.22
3395	JAIL BONDS 2019	5,047,754.09	0.00	5,047,275.00	479.09	0.00	479.09
4401	COUNTY WIDE FINANCIAL SOFTWARE	212,155.46	0.00	0.00	212,155.46	0.00	212,155.46
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLE FOSTERS BRIDGE & WALL	0.00	0.00	0.00	0.00	0.00	0.00
4432	EDWARDSVILLE ROAD BRIDGE	6,229.04	9,697.32	1,044.56	14,881.80	0.00	14,881.80
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	0.00
4437	KING AVE BRIDGE PROJECT	1,008,903.13	0.00	0.00	1,008,903.13	3.00	1,008,906.13
4438	NB COLUMBIA/3C RIGHT TURN LN	303,524.00	0.00	0.00	303,524.00	0.00	303,524.00
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	21,050,000.00	0.00	0.00	21,050,000.00	0.00	21,050,000.00
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00

# Financial Statement for 2022 Period 5



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4454	FIELDS-ERTEL RD IMPROV PROJ	372,800.07	0.00	32,731.64	340,068.43	0.00	340,068.43
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	5,184,679.70	0.00	382,263.37	4,802,416.33	18,807.45	4,821,223.78
4479	AIRPORT CONSTRUCTION	958,432.28	0.00	6,294.79	952,137.49	0.00	952,137.49
4484	P&G TIF ROAD CONSTRUCTION	1,788,362.71	-0.22	1,788,362.49	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	762,714.01	0.00	10,160.00	752,554.01	0.00	752,554.01
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4492	COMMUNICATION PROJECTS	4,185,622.94	0.00	79,340.00	4,106,282.94	0.00	4,106,282.94
4493	REDEVELOPMENT TAX EQUIV FUND	370,081.90	0.00	3,484.32	366,597.58	2,037.72	368,635.30
4494	COURTS BUILDING	7,750,799.56	0.00	78,727.47	7,672,072.09	45,552.12	7,717,624.21
4495	JAIL CONSTRUCTION SALES TAX	7,427,138.47	889,720.32	129,499.39	8,187,359.40	0.00	8,187,359.40
4496	JUVENILE DETENTION ADDN & RENO	245,190.94	0.00	0.00	245,190.94	0.00	245,190.94
4497	JAIL CONSTRUCTION & REHAB	9,961,558.75	0.00	0.00	9,961,558.75	0.00	9,961,558.75
4498	COUNTY FAIRGROUNDS CONSTRUCTN	0.00	0.00	0.00	0.00	0.00	0.00
4499	JUVENILE/PROBATE CT EXPANSION	472,507.59	0.00	0.00	472,507.59	0.00	472,507.59
5510	WATER REVENUE	29,807,246.24	1,041,437.40	977,226.34	29,871,457.30	251,485.00	30,122,942.30
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	1,293,944.65	761.83	42,084.78	1,252,621.70	22,123.43	1,274,745.13
5580	SEWER REVENUE	32,376,745.41	737,642.02	1,186,748.32	31,927,639.11	581,347.70	32,508,986.81
5581	SEWER IMPROV-WC VOCATIONAL SCH	262,149.28	6,064.40	2,755.35	265,458.33	0.00	265,458.33
5583	WATER CONST PROJECTS	5,515,707.75	9,693.96	1,283,184.24	4,242,217.47	238,569.97	4,480,787.44
5590	STORM WATER TIER 1	129,540.01	0.00	8,273.12	121,266.89	0.00	121,266.89
6619	VEHICLE MAINTENANCE ROTARY	187,180.68	35,326.62	47,731.99	174,775.31	10,106.30	184,881.61
6630	SHERIFF'S POLICING REVOLV FUND	1,013,474.04	0.00	365,053.04	648,421.00	0.00	648,421.00
6631	COMMUNICATIONS ROTARY	335,384.04	5,317.18	7,048.08	333,653.14	3,085.88	336,739.02
6632	HEALTH INSURANCE	3,038,851.55	937,224.65	1,139,869.62	2,836,206.58	40,274.28	2,876,480.86

# Financial Statement for 2022 Period 5



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
6636	WORKERS COMP SELF INSURANCE	1,907,340.92	0.00	29,084.35	1,878,256.57	13,965.30	1,892,221.87
6637	PROPERTY & CASUALTY INSURANCE	343,572.90	16,750.74	1,650.00	358,673.64	0.00	358,673.64
6650	GASOLINE ROTARY	144,870.24	90,059.61	89,877.06	145,052.79	38,290.48	183,343.27
7707	P.E.R.S. ROTARY	2,717.01	0.00	0.00	2,717.01	0.00	2,717.01
7708	TOWNSHIP FUND	0.00	1,038,595.25	1,038,595.25	0.00	0.00	0.00
7709	CORPORATION FUND	6,168.04	511,132.26	513,150.09	4,150.21	6,168.04	10,318.25
7713	WATER-SEWER ROTARY FUND	351,027.55	1,881,436.78	2,065,005.25	167,459.08	315,971.29	483,430.37
7714	PAYROLL ROTARY	1,058,074.11	3,406,570.40	3,375,908.65	1,088,735.86	89,252.32	1,177,988.18
7715	NON PARTICIPANT ROTARY	13,930.80	2,316.96	0.00	16,247.76	0.00	16,247.76
7716	SCHOOL	0.00	2,818,492.38	2,818,492.38	0.00	138.10	138.10
7717	UNDIVIDED GENERAL TAX	10,914,672.91	1,444,091.87	103,271.41	12,255,493.37	102,957.03	12,358,450.40
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	9,519.10	5,528.35	0.00	15,047.45	0.00	15,047.45
7720	LOCAL GOVERNMENT FUND	0.00	602,618.41	602,618.41	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	0.00	11,622.09	11,622.09	0.00	9,013.25	9,013.25
7722	CIGARETTE LICENSE TAX	8,055.94	9,875.00	4,695.66	13,235.28	4,695.66	17,930.94
7723	GASOLINE TAX	0.00	542,760.17	542,760.17	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	431,417.46	0.00	25,251.37	406,166.09	0.00	406,166.09
7725	UNDIVIDED WIRELESS 911 GOV ASS	20,486.22	38,329.50	39,650.96	19,164.76	0.00	19,164.76
7726	MOTOR VEHICLE LICENSE TAX	0.00	989,730.25	989,730.25	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	3,029.53	1,449.70	1,152.25	3,326.98	14,221.44	17,548.42
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	9,333.63	0.00	0.00	9,333.63	0.00	9,333.63
7740	TRAILER TAX	0.00	0.00	0.00	0.00	0.00	0.00
7741	LIFE INSURANCE	22,382.66	10,300.50	10,364.83	22,318.33	0.00	22,318.33

# Financial Statement for 2022 Period 5



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7742	LIBRARIES	0.00	751,108.42	751,108.42	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	2,233.01	1,828.64	2,212.79	1,848.86	2,212.79	4,061.65
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	432,073.90	238,007.75	238,007.75	432,073.90	0.00	432,073.90
7754	OHIO ELECTIONS COMMISSION FUND	0.00	0.00	0.00	0.00	0.00	0.00
7756	SEWER ROTARY	24,697.00	8,480.00	0.00	33,177.00	0.00	33,177.00
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	195,797.20	195,797.20	0.00	0.00	0.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	28,804.63	2,680.00	1,112.00	30,372.63	0.00	30,372.63
7766	ESCROW ROTARY	864,581.93	0.00	29,542.50	835,039.43	29,542.50	864,581.93
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PYMT PRO/PRE/SALES	2,892.73	4,645.11	0.00	7,537.84	0.00	7,537.84
7769	BANKRUPTCY POST PETITION CONDU	14,255.14	1,616.16	3,392.04	12,479.26	0.00	12,479.26
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	125.00	125.00
7774	ARSON OFFENDER REGISTR FEE	245.00	0.00	0.00	245.00	0.00	245.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	14,317.00	15,729.62	16,011.25	14,035.37	0.00	14,035.37
7776	UNDIVIDED EVIDENCE SHERIFF	37,201.00	0.00	20,066.35	17,134.65	0.00	17,134.65
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	1,230,164.96	1,347,834.00	1,613,300.00	964,698.96	685,202.74	1,649,901.70
7779	UNDIVIDED DRUG TASK FORCE SEIZ	94,640.31	0.00	0.00	94,640.31	0.00	94,640.31
7781	REFUNDABLE DEPOSITS	439,298.03	14,978.10	18,728.15	435,547.98	7,549.70	443,097.68
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	5,098.60	981,864.78	981,864.78	5,098.60	0.00	5,098.60

# Financial Statement for 2022 Period 5



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
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	110,614.10	115,230.60	0.00	225,844.70	0.00	225,844.70
7795	UNDIVIDED INDIGENT FEES	0.00	1,600.00	1,600.00	0.00	320.00	320.00
7796	MUNICIPAL ORD VIOLATION INDIGE	6,421.30	0.00	2,866.00	3,555.30	290.00	3,845.30
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	32,916.43	32,916.43	0.00	0.00	0.00
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	577,019.26	0.00	840.86	576,178.40	600.86	576,779.26
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	9,985,640.15	368,002.18	492,023.42	9,861,618.91	89,891.47	9,951,510.38
9912	FOOD SERVICE	314,722.25	4,088.00	0.00	318,810.25	450.00	319,260.25
9915	PLUMBING BOND-HEALTH DEPT.	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00
9916	STATE REGULATED SEWAGE PROGRAM	253,925.81	16,354.50	5,669.50	264,610.81	0.00	264,610.81
9925	SOIL & WATER CONSERVATION DIST	1,159,241.06	152.00	123,553.90	1,035,839.16	0.00	1,035,839.16
9928	REGIONAL PLANNING	426,922.70	204,788.42	40,727.36	590,983.76	0.00	590,983.76
9938	WARREN COUNTY PARK DISTRICT	1,123,235.27	146,658.10	133,171.59	1,136,721.78	59,992.98	1,196,714.76
9944	ARMCO PARK	288,212.28	113,555.15	110,424.81	291,342.62	4,110.23	295,452.85
9953	WATER SYSTEM FUND	64,465.08	1,232.50	0.00	65,697.58	100.00	65,797.58
9954	MENTAL HEALTH RECOVERY BOARD	16,455,048.76	376,387.05	901,940.50	15,929,495.31	96,138.64	16,025,633.95
9961	HEALTH GRANT FUND	656,757.26	112,405.54	49,189.81	719,972.99	127.74	720,100.73
9963	CAMPGROUNDS	4,852.70	284.00	0.00	5,136.70	0.00	5,136.70
9976	HEALTH - SWIMMING POOL FUND	210,740.30	17,447.00	0.00	228,187.30	0.00	228,187.30
9977	DRUG TASK FORCE COG	871,081.43	104,171.00	13,549.46	961,702.97	785.77	962,488.74
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
Total		389,174,353.83	33,953,602.10	45,741,764.32	377,386,191.61	4,193,363.08	381,579,554.69

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for May, 2022 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 22-0830

Adopted Date June 07, 2022

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH TIMBERWIND, LLC FOR TARA ESTATES NO. 3, PHASE 2 SITUATED IN FRANKLIN TOWNSHIP

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

## RELEASE


Bond Number	:	18-012 (W/S)
Development	:	Tara Estates No. 3 Phase 2
Developer	:	Timberwind, LLC
Township	:	Franklin
Amount	:	\$10,000.00
Surety Company	:	Civista Bank Cashier Check #29892

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

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

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Timberwind, LLC, 1650 W. Pekin Road, Lebanon, Ohio 45036  
OMB – J. Stilgenbauer  
Water/Sewer (file)  
Bond Agreement file

# Resolution

Number 22-0831

Adopted Date June 07, 2022

ACCEPT AN AMENDED CERTIFICATE FOR FISCAL RECOVERY FUND #2211

WHEREAS, The Warren County Commissioners Office will receive additional APRA funds of \$22,784,384.00 into the Fiscal Recovery Fund #2211; and

NOW THEREFORE BE IT RESOLVED, to accept an amended certificate from the Warren County Budget Commission in the amount of \$22,784,384.00 for the Fiscal Recovery Fund #2211.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: Auditor \_\_\_\_\_  
Amended Certificate file  
OMB (file)

# AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES


Rev. Code, Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, June 1, 2022

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2022, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE -Special Revenue	Jan. 1st, 2022	Taxes	Other Sources	Total
Local Fiscal Recovery Fund	\$9,520,602.38		\$22,784,384.00	\$32,304,986.38
Fund 2211				
<b>TOTAL</b>	<b>\$9,520,602.38</b>	<b>\$0.00</b>	<b>\$22,784,384.00</b>	<b>\$32,304,986.38</b>

  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ ) Budget  
 \_\_\_\_\_ ) Commission  
 \_\_\_\_\_ )

AMEND 22 03  
 Fund 2211 +22,784,384 Total  
 2211 42900

# Resolution

Number 22-0832

Adopted Date June 07, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO LOCAL FISCAL RECOVERY  
FUND #2211

BE IT RESOLVED, to provide funds for Identity Theft Shield fee as permitted by ARPA, it is necessary to approve the following supplemental appropriation within fund 2211:

\$216.00 into #22111110- 5910 (Fiscal Recovery – Other Expense)

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/js

cc: Auditor   
Supplemental App. file  
OGA (file)  
OMB

# Resolution

Number 22-0833

Adopted Date June 07, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO LODGING TAX FUND #2231

BE IT RESOLVED, to approve the following supplemental appropriation for the Lodging 1% Tax for remittance to Convention and Visitors Bureau:

\$ 100,000.00 into #22310999-5750 (Lodging 1% – Addl 1% Lodging Tax Pass Thru)

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

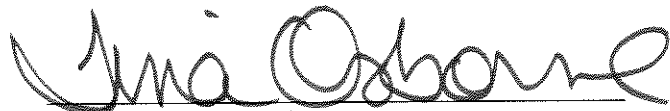
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor              
Supplemental App. file  
OMB (file)

# Resolution

Number 22-0834

Adopted Date June 07, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO FACILITIES MANAGEMENT FUND #11011600

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Facilities Management #11011600 in order to process a vacation leave payout for Ricky Marshall former employee of Facilities Management;


\$8,099.00      from    #11011110-5882      (Commissioners - Vacation Leave Payout)  
                  into    #11011600-5882      (Facilities Management - Vacation Leave Payout)

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

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

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor              
Appropriation Adjustment file  
R. Marshall (file)  
OMB

# Resolution

Number 22-0835

Adopted Date June 07, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE COMMISSIONERS  
GENERAL FUND 11011110

BE IT RESOLVED, to approve the following appropriation adjustment:


\$1,000.00      from    #11011110-5910      (General BOCC – Other Expense)  
                         into    #11011110-5370      (General BOCC – Software)

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

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

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor              
Appropriation Adj. file  
OMB (file)

# Resolution

Number 22-0836

Adopted Date June 07, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE COMMISSIONERS  
GENERAL FUND 11011110

BE IT RESOLVED, to approve the following appropriation adjustment:


\$3,000.00      from    #11011110-5910      (General BOCC – Other Expense)  
                         into    #11011110-5940      (General BOCC – BOCC Travel)

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

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

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
OMB (file)



# Resolution

Number 22-0837

Adopted Date June 07, 2022

APPROVE APPROPRIATION ADJUSTMENT COMMON PLEAS COURT #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

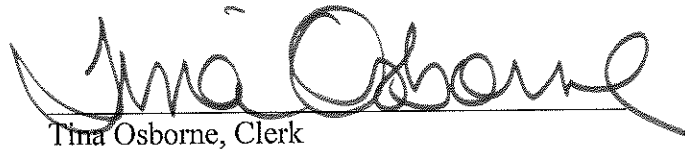
\$ 3,000.00    from    #11011220-5400    (Purchased Services)  
                  into    #11011220-5210    (Supplies and Material)

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

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

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 22-0838

Adopted Date June 07, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND  
11012200

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

\$15,000.00	from	11012200-5830	(Sheriff – Workers Compensation)
	into	11012200-5855	(Sheriff – Clothing/Personal Equip)

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

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

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 22-0839

Adopted Date June 07, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN HUMAN SERVICES FUND #2204

BE IT RESOLVED, to approve the following appropriation adjustment:


\$1,049,826.73	from	#22045310-5400	(Purchased Services)
	into	#22045310-5905	(Refunds – Unused Grants)

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

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

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Human Services (file)  
OMB

# Resolution

Number 22-0840

Adopted Date June 07, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN TREASURER'S OFFICE FUND  
2249

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2,000.00      from    #22491130-5940      (Travel)  
                 into    #22491130-5370      (Software Non-Data Board)

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

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

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor   
Appropriation Adj. file  
Treasurer (file)

# Resolution

Number 22-0841

Adopted Date June 07, 2022

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

Commissioners' file

## REQUISITIONS

Department	Vendor Name	Description	Amount
FAC	CHAMPLIN HAUPT ARCHITECTS INC	FAC MASTER PLAN STUDY	\$ 89,922.00
ENG	FISHBECK	ENG. DRY RUN RD BRIDGE REPLACE	\$ 39,713.00

6/7/2022 APPROVED



---

Tiffany Zindel, County Administrator

# Resolution

Number 22-0842

Adopted Date June 07, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO EMERGENCY SERVICES FUND #11012850

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Emergency Services #11012850 in order to process vacation leave payout for Jeanne Johnson employee of Emergency Services:

\$1,541.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012850-5882	(Dispatch - Vacation Leave Payout)

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

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

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Emergency Services (file)  
OMB

# Resolution

Number 22-0843

Adopted Date June 7, 2022

APPROVE REZONING APPLICATION OF RDJ HOLDINGS LLC (CASE #2022-04), TO REZONE APPROXIMATELY 19.971 ACRES IN UNION TOWNSHIP FROM "B1 PUD" TO NEIGHBORHOOD COMMERCIAL BUSINESS "B-1" AS A PLANNED UNIT DEVELOPMENT TO AMEND ALLOWABLE USES

WHEREAS, this Board met this 7<sup>th</sup> day of June 2022, for the public hearing to consider the rezoning application of RDJ Holdings LLC, owner of record (Case #2022-04), to rezone approximately 19.971 (Parcel Numbers 12153000090) located at 2752 State Route 42 in Union Township from Neighborhood Commercial Business "B-1" as a Planned Unit Development to Neighborhood Commercial Business "B-1" as a Planned Unit Development to amend the current allowable uses under the new ownership; and

WHEREAS, this Board has considered the recommendation of the Regional Planning Commission Executive Committee, the decision of the Warren County Rural Zoning Commission and all those present desiring to speak in favor of or in opposition to said application; and

NOW THEREFORE BE IT RESOLVED, to approve the rezoning application of RDJ Holdings LLC to rezone 19.971 acres in Union Township to Neighborhood Commercial Business "B-1" with a planned unit development subject to the following conditions and attached development standards:

1. All plans and proposals of the applicant shall be made conditions of approval, unless modified by one of the following conditions.
2. Compliance with the Warren County Rural Zoning Code which is in effect at the time of issuance of any Zoning Permit so long as the underlining district provisions do not conflict with the intent of the PUD, the Warren County Subdivision Regulations, and the PUD Stage 1 approval conditions as approved by the Board of County Commissioners.
3. Compliance with the standards for wedding and event facilities outlined in section: 3.206.17 of the Warren County Rural Zoning Code. The Wedding and Event Facility is allowed as a permitted use subject to site plan review by the Board of County Commissioners.
4. Compliance with the standards of B1 zoning of section 2.205 of the Warren County Rural Zoning Code.
5. Prior to PUD Stage 3 approval for non-residential uses, the applicant submits a stormwater management plan approved by the Warren County Engineer's Office.
6. The Engineer's Office shall determine if a traffic impact analysis is necessary and what uses necessitates a TIS. If a traffic impact analysis is required, it shall be done prior to PUD Stage 3.
7. Prior to PUD stage 2 approval for non-residential uses, the applicant submits a detailed site plan showing the amount of parking, lighting, signage, and landscaping.
8. One (1) Single-Family Dwelling may be developed. The single-family use shall be developed in compliance with the development standards stated in the Warren County Rural Zoning code for R-1 Zoning.



RESOLUTION #22-0843

JUNE 7, 2022

PAGE 2

9. Prior to PUD stage 2 approval for the cabins, the applicant submits a revised site plan illustrating the cabins located beyond (not within) the floodplain.

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of June 2022.

BOARD OF COUNTY COMMISSIONERS

A handwritten signature in black ink, appearing to read "Tina Osborne", written over a horizontal line.

Tina Osborne, Clerk

tao/

cc: RPC  
RZC  
Rezoning file  
Applicant  
Township Trustees

# P U D S T A N D A R D S

## Section 1 – General

The RDJ Community PUD is a 19.9ac Neighborhood Business (B-1) – Planned Unit Development in Union Township, Ohio. The standards of the Warren County Rural Zoning code and B-1 zoning district standards shall apply unless modified by one of the following sections.

## Section 2 – Applicability

Development within the RDJ Community PUD shall be governed by these provisions and provisions of the Warren County Rural Zoning Codes, Warren County, OH, which are in effect at the time of issuance of a development permit.

## Section 3 – Definition

Unless specified, the definition of all terms shall be the same as the definitions set forth in Warren County Zoning Resolution in effect at the time of the zoning permit application unless modified below.

1. **Cabin:** A small dwelling of 500 sq/ft or less, for temporary recreational use, often with limited amenities.
2. **Special Events:** Events conducted entirely within a temporary structure(s), including open-air tents that are on site for no longer than 4 consecutive days.

## Section 4 – Allowable Uses

Table 1.1 Allowable Uses

Principal Use	Use Review
Single-Family Residential	P
Metal Fabrication/Welding Shop	S
Wedding/Event Center	S
Special Events (3 events per year or less)	P
Special Events (Greater than 3 events per year)	C
Cabins (8 cabins or less)	P
Cabins (Greater than eight)	C

Accessory Uses	Use Review
Agricultural Storage Building	P
Livestock Shelter	P
Dock	P
Gazebo	P
Pump House	P
Open Space Uses.	P

P = Permitted Use by Zoning Approval

S = A Permitted Use Subject to BOCC Approval of Site Plan Review

C = Conditional Uses Subject to BZA Approval and Site Plan Approval

**Section 5 – Prohibited Use:** Uses not listed in Table 1.1 are prohibited.

**Section 6 – Use Specific Standards**

1. **Maximum Number of Single-Family Dwelling (Density):** One. Cabins shall not be computed in the calculation of density.
2. **Maximum Building Height:** 35 feet.

**Section 7 – Setbacks and Buffers**

- A. Property setbacks along State Route 42: 100 feet with existing berms and vegetation to remain.
- B. Other property boundary setbacks. Min 50' with landscaping and existing vegetation maintained to a minimum level of buffer Type D. No fencing is required.
- C. Invasive plant species, noxious weeds, and dead/diseased vegetation may be removed.

**Section 8 – Common Open Space**

Common open spaces shall be set aside at a minimum of 30% of the total site. Open space uses may include gazebos, boat docks, trails, amphitheaters, and picnic shelters.

**Section 9 – Sidewalks, Pedestrian Connection and Facilities**

- A. Sidewalks are not required along SR 42.
- B. Pedestrian Connections to SR 42 from Proposed and existing buildings are not required.
- C. Bicycle parking is not required on the site.

### **Section 10 – Parking and Loading Requirements**

The Parking area shall comply with Article 3, Chapter 3 of the Warren County Rural Zoning Code that each use complies with the parking standards and may be increased or decreased by Five percent (5%), or 1 space per 4 occupants depending on requirements for a Banquet Facility.

### **Section 11 – Design Standards**

The buildings will be stick build or metal buildings with metal panels, brick and/or stone veneer, siding, rough sawn lumber.

### **Section 12 – Miscellaneous**

- A. A stormwater management plan shall be submitted for the review and approval by the Warren County Engineer's Office prior to PUD Stage 3.
- B. Compliance with the Warren County Soil and Water Conservation District (SWCD) including extra Sediment and erosion control measures if deemed necessary by the SWCD.
- C. Compliance with Warren County Water and Sewer Department requirements.
- D. Compliance with Warren County Health Department and OEPA requirements.

### **Section 13 – Project Narrative**

The PUD revisions will allow the site to be transformed into a mixture of residential and commercial uses. The project will be completed in multiple phases over multiple years. The existing building is being used as a metal working / welding facility and was recently retrofitted with a new 3 phase electric service to allow for the much-needed facility expansion. The initial phase of the project will involve construction of the single-family home residence located on the eastern side of property. The next phase will include construction of a 3500 sq. ft. (with ability to expand to 7150 sq. ft.) allowable Wedding/Event Center. The final phase will add to existing building to include an 80'x150' steel building. Additional facilities include cabins, lake pump house, and dock attached to pump house. Site plan is included and labeled as Exhibit A.

### **Section 14 – Schedule of Development**

Development shall commence within 1 year of all final approvals and be built out in approximately 5 years thereafter.