

Resolution

Number 23-0118

Adopted Date January 31, 2023

HIRE SUSAN LUCAS AS ONGOING CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Susan Lucas, as Ongoing Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #6, \$20.25 per hour, under the Warren County Job and Family Services compensation plan, effective February 6, 2023, subject a negative background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 31st day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
S, Lucas' Personnel file
OMB – Sue Spencer

Resolution

Number 23-0119

Adopted Date January 31, 2023

HIRE JESSICA BUSSELL AS ONGOING CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Jessica Bussell, as Ongoing Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #6, \$20.25 per hour, under the Warren County Job and Family Services compensation plan, effective February 21, 2023, subject a negative background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 31st day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
J. Bussell's Personnel file
OMB – Sue Spencer

Resolution

Number 23-0120

Adopted Date January 31, 2023

ACCEPT RESIGNATION OF MORGAN LOWING, ONGOING CASEWORKER II WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE FEBRUARY 3, 2023

BE IT RESOLVED, to accept the resignation of Morgan Lowing, Ongoing Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, effective February 3, 2023.

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

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

Resolution adopted this 31st day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 23-0121

Adopted Date January 31, 2023

AUTHORIZE THE POSTING OF THE "ADMINISTRATIVE CLERK" POSITION, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists an opening for an "Administrative Clerk" position within the Warren County Department of Job and Family Services, Children Services Division; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Adoption Caseworker" 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 January 24, 2023.

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

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

Resolution adopted this 31st day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
OMB – Sue Spencer

Resolution

Number 23-0122

Adopted Date January 31, 2023

APPROVE A PAY INCREASE FOR KIM ADAMS WITHIN THE WARREN COUNTY
DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, this Board adopted Resolution #98-1460, October 8, 1998 adopting departmental work rules and compensation schedule for the Warren County Emergency Services and the Emergency Communications Operators; and

WHEREAS, Kim Adams, Emergency Communications Operator within the Warren County Emergency Services, has successfully completed three (3) years of service as an Emergency Communications Operator on January 27, 2023; and

NOW THEREFORE BE IT RESOLVED, to approve Kim Adams' pay increase to \$26.34 per hour, under the Warren County Emergency Services Schedule, effective pay period beginning February 9, 2023.

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

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

Resolution adopted this 31st day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (File)
K. Adams' Personnel File
OMB-Sue Spencer

Resolution

Number 23-0123

Adopted Date January 31, 2023

APPROVE PAY SUPPLEMENT FOR TRAINING, INSTRUCTION AND CERTIFICATION FOR WATER DISTRIBUTION LICENSE TRAINING AND COMMERCIAL DRIVER LICENSE TRAINING WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Jeff Byrd has been approved by OTCO (Operation Training Committee of Ohio) to teach the Water Distribution Training Class for the State of Ohio and he has also been approved by the Ohio Department of Transportation to instruct and certify employees when they meet the necessary requirements for a Commercial Driver License; and

WHEREAS, Jeff Byrd will assign personnel to provide the physical driving instruction portion of the Commercial Driver License requirements; and

WHEREAS, the Sanitary Engineer has requested the following pay supplement for the necessary instruction and training needed to obtain a Water Distribution License and/or Commercial Driver License within the Water and Sewer Department:

\$100.00 per employee that completes the Water Distribution Training

\$1000.00 per employee that completes the CDL requirements this will be broken down into two separate supplements:

\$500.00 for classroom and final certification portion and
\$500.00 for physical driving instruction portion

NOW THEREFORE BE IT RESOLVED, to approve the pay supplement for training, instruction and certification for water distribution license training and commercial driver license training within the Water and Sewer department.

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

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

Resolution adopted this 31st day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water and Sewer (file)
OMB (Sue Spencer)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0124

Adopted Date January 31, 2023

ENTER INTO LEASE AGREEMENT WITH THE WARREN COUNTY CAREER CENTER

BE IT RESOLVED, to enter into a lease agreement with the Warren County Career Center for adult education in the Old Courthouse; as attached hereto and made a part hereof.

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

Mrs. Jones – yea

Mr. Grossmann – yea

Mr. Young – yea

Resolution adopted this 31st day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Career Center
Commissioners' file
S. Spencer

LEASE AGREEMENT

THIS AGREEMENT made and entered into on this 31 day of January, 2023, by and between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio 45036, hereinafter referred to as "Lessor" and the Warren County Career Center, 3525 N. State Route 48, Lebanon, Ohio 45036, hereinafter referred to as "Lessee."

WITNESSETH

WHEREAS, Lessor holds title to the Old Warren County Courthouse located at 300 East Silver Street in Lebanon, Ohio; and

WHEREAS, Ohio Revised Code, Sections 307.09(A) and 307.09(B) permits a board of county commissioners to lease portions of buildings in general and to grant leases, rights, and easements to the United States government, to the State or any department or agency thereof, or to municipal corporations or other government subdivisions of the State for public purposes or to corporations not for profit; and

WHEREAS, Lessee, a institution of secondary education desires to conduct classroom teaching /training of high school and adult education students in the newly renovated Old Courthouse building; and

WHEREAS, Lessor has determined that there is a legitimate public purpose that will be served by the Lessee and, as a result, desires to both lease certain space and enjoy the use of certain shared space in the Old Courthouse to Lessee;

NOW THEREFORE, for and in consideration of the promises, covenants and agreements herein contained, the parties mutually agree as follows:

I. Leased Premises

Lessor, in consideration of the promises of the Lessee, hereinafter set forth, does hereby lease unto Lessee the premises described upon Exhibit A attached hereto (hereinafter the "Premises").

II. Term

The term of this lease shall be for the period of time commencing on January 1, 2023 and ending on the 31st day of December 2023.

III. Rent

In lieu of paying monetary rent for the occupancy of 1,902 square feet of office and classroom space, exclusive of shared space in the form of both conference room and large meeting space, Lessee agree to cooperate and participate in various programs and partnering activities of the Warren County Ohio Means Jobs. Further, Lessee affords Lessor the opportunity to take advantage of certain Lessee sponsored activities conducted on the Premises as well as providing agreed upon instruction opportunities for Lessor designated employees at negotiated costs.

IV. Covenants of the Lessee

The Lessee agrees as follows:

1. That Lessee will occupy the Premises in a safe and proper manner;
2. That Lessee will not permit any waste, trash, or debris to accumulate on the Premises; will not permit the use of tobacco products by either faculty or students on the Premises; and will not permit the eating of food or the drinking of beverages in classroom/training areas;
3. That Lessee will not use the premises for any unlawful purpose;
4. That Lessee will obey all laws, regulations and orders of all governmental authorities or agencies respecting the Premises;
5. That Lessee will not assign this lease, nor sublet the Premises without the written consent of the Lessor;
6. That Lessee will use the Premises for classroom teaching/training of Warren County Career Center students and supporting administrative and academic activities;
7. That Lessee will surrender and deliver up the Premises, at the end of the term, in as good order and condition as the Premises now are, or as may be put by the Lessor and or Lessee acting either jointly or separately, reasonable use and natural wear and tear and damage by fire, or unavoidable casualty, excepted;
8. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee shall not prejudice or effect the rights or remedies of the Lessor in the event of any subsequent default of the Lessee;
9. Provide public liability and property damage insurance of limits of not less than one million dollars per person and one million dollars (\$1,000,000) per accident or occurrence and not less than one million (\$1,000,000) for any one occurrence and one million dollars in the aggregate for property damage. The insurance shall have a deductible that shall not exceed five thousand dollars (\$5,000) per occurrence. Said insurance shall contain an endorsement that recognizes that any other insurance of Lessor is not primary, but is excess only. Lessor officers and employees shall be named as additional insured. Said insurance shall contain a "breach of warranty" clause in favor of Lessor pursuant to which claims made against Lessor which are covered by said insurance shall not be denied due to the Lessee's breach of a policy warranty effecting coverage. Said insurance shall provide further that Lessor will be notified if coverage is canceled or reduced. The Lessee shall provide Lessor with certification of insurance or other proof evidencing that the Lessee has complied with this provision. The aforesaid insurance of the Lessee shall apply in any case in which the Lessee has a duty of indemnification, defense and hold harmless as set forth in Paragraph IV, 10 below;

10. Defend, indemnify, and hold Lessor harmless from any and all claims, suits, actions, proceedings, causes of action, injuries, damages, costs, expenses, fees, attorneys fees and liabilities as may be occasioned by the operation of the classroom teaching/training and associated office activities by the Lessee, occupation and use of the leased Premises, or due to the performance or non-performance of the duties, services and obligations of the Lessee pursuant to this Lease.

V. Covenants of the Lessor

The Lessor agrees as follows:

1. That the Lessee shall peaceably and quietly enjoy the premises, during the term, without hindrance by the Lessor or any persons lawfully claiming under the Lessor.

VI. Condition and Improvements to the Premises

Lessee shall make no repairs, remodel, construct any additional improvements, or make any alterations to the building or upon the land without the written consent of the Lessor. Any repairs, remodeling, improvements, or alterations made shall become the property of the Lessor at the termination of the lease.

VII. Option to Renew

Lessee shall have the right to renew this lease for additional one (1) year terms. Lessee must exercise this option to renew by giving written notice to Lessor at least thirty (30) days prior to the expiration of the original or any renewal term as set forth herein.

VIII. Termination

If the Lessee breaches any of its agreements or covenants, or vacates the premises during the term, becomes insolvent or bankrupt, this lease shall terminate immediately without prejudice. Lessee may terminate this lease at any time by giving written notice to the Lessor. Lessor may terminate this lease, or any renewed term of this lease, at any time by giving Lessee thirty (30) days written notice. Should a court of jurisdiction determine that this lease is constitutionally infirm or otherwise contrary to law, this lease shall terminate immediately.

IX. Notices

Any notice required or permitted pursuant to this lease agreement shall be sent by certified mail to the other party at address set forth below and shall be deemed given upon the date of mailing.

Notices to Warren County:

Clerk of Commissioners

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

Notices to Warren County Career Center

Superintendent
Warren County Career Center
3535 N. State Route 48
Lebanon, Ohio 45036

X. Binding Effect

This lease agreement shall be binding upon the successors and assigns of the parties hereto. This lease represents the entire agreement of the parties and any and all prior agreements or oral representations regarding the subject matter of this lease agreement are of no force or effect.

IN WITNESS WHEREOF, Superintendent Warren County Career Center and President Warren County Board of Commissioners have hereunto set their hands the date aforementioned above.

Witness:

Rachel Deaton
Rachel Deaton

Warren County Career Center

[Signature]
Superintendent

Witness:

Kristal Powell
Kristal Powell

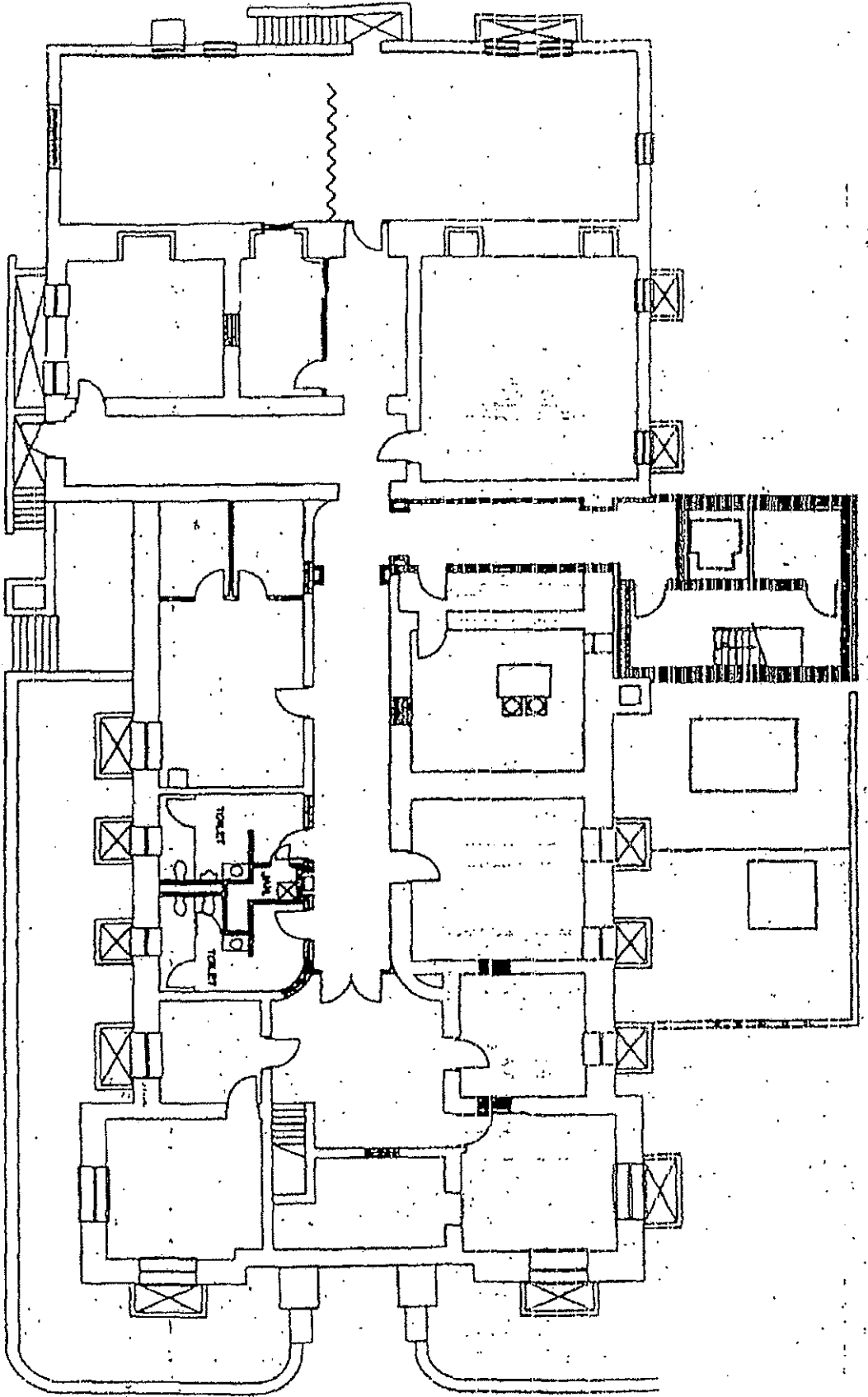
Warren County Board of Commissioners

[Signature]
President

Approved as to form:

[Signature]
Assistant Prosecutor

[Signature]
President



BASEMENT FLOOR PLAN
SCALE 1/8" = 1'-0"



Resolution

Number 23-0125

Adopted Date January 31, 2023

APPROVE NOTICE OF INTENT TO AWARD BID TO W.E. SMITH CONSTRUCTION FOR THE 2023 SMALL BRIDGES REPLACEMENT PROJECT

WHEREAS, bids were closed at 9:30 a.m., on January 19, 2023, and the bids received were opened and read aloud for the 2023 Small Bridges Replacement Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Jake LeMaster, Project Engineer, W.E. Smith Construction has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Project Engineer, that it is the intent of this Board to award the contract to W.E. Smith Construction, 2030 Bauer Road, Blanchester, Ohio 45107, for a total bid price of \$604,989.50; and

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

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

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

Resolution adopted this 31st day of January 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Engineer (file)
OMB Bid file

Resolution

Number 23-0126

Adopted Date January 31, 2023

APPROVE AMENDMENT NO. 3 TO THE ENGINEERING CONTRACT WITH STANTEC CONSULTING SERVICES INC. ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

BE IT RESOLVED, to approve Amendment No. 3 to the consulting services contract approved by Resolution #20-0435 dated March 12, 2020. Amendment No. 1 was approved by Resolution #20-1868 dated December 22, 2020 and Amendment No. 2 was approved by Resolution #21-1310 dated September 28, 2021 with Stantec Consulting Services Inc., 11678 Lebanon Road, Cincinnati, OH 45241 for the King Avenue Bridge #282-0.97 Over Little Miami River Improvements Project - Final Phase B Design; as attached here to and made a part hereof.

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

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

Resolution adopted this 31st day of January 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Stantec Consulting Services Inc.
Engineer (file)

AMENDMENT TO AGREEMENT
Amendment No. 3

Amending Engineering Contract
For
King Avenue Bridge #282-0.97 Over Little Miami River
Improvements Project – Final Phase B Design

This THIRD AMENDMENT to an AGREEMENT dated March 12, 2020 for the King Avenue Bridge #282-0.97 Over Little Miami River Improvements Project – Final Phase B Design in Warren County is made as of the date stated below, by and between the Warren County Board of County Commissioners, hereinafter referred to as the “OWNER” on behalf of the Warren County Engineer, hereinafter referred to as the “COUNTY ENGINEER” and Stantec Consulting Services Inc., hereinafter referred to as the “ENGINEER.”

On the 12th day of March, 2020, the OWNER and the COUNTY ENGINEER and the ENGINEER entered into an AGREEMENT by Resolution No. 20-0435, to perform the final design of the King Avenue Bridge #282-0.97 Over Little Miami River Improvements Project. The design included a bridge replacement over the Little Miami River, a new bridge separating Grandin Road from the Little Miami Scenic Trail, a new parking lot for the trail, roundabout at the Powder Factory and parking lot entrance, and various roadway improvements along King Avenue and Grandin Road and the OWNER agreed to expend a sum not to exceed \$572,241.00 to pay for the specified engineering service.

On the 22nd day of December, 2020, the OWNER and the COUNTY ENGINEER and the ENGINEER entered into an Amendment to Agreement No. 1 by Resolution No. 20-1868, increasing the Owner agreed expense sum not to exceed \$643,538.00 to pay for the specified engineering service.

On the 28th day of September, 2021, the OWNER and the COUNTY ENGINEER and the ENGINEER entered into an Amendment to Agreement No. 2 by Resolution No. 21-1310, increasing the Owner agreed expense sum not to exceed \$647,329.00 to pay for the specified engineering service.

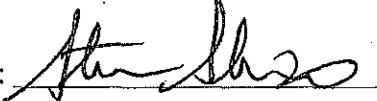
It is now necessary and in the COUNTY ENGINEER’S interest to revise SECTION 1 – BASIC SERVICES OF ENGINEER of the AGREEMENT to include additional field survey, additional legal descriptions, perform final right-of-way plan modifications, and complete water and sewer request for information assistance for the Warren County Water and Sewer Department. In order to do so, it is necessary to increase the maximum prime compensation to be paid to ENGINEER by an amount of **\$41,130.55** to a total of **\$688,459.55**; without extending the completion date of the contract with the ENGINEER. See Exhibit A (ENGINEER’S Proposal) which is hereby incorporated by reference into this AMENDMENT.

It is hereby agreed by and between the OWNER and the COUNTY ENGINEER and the ENGINEER that the AGREEMENT be amended as noted above and that all other terms and provisions of the AGREEMENT remain in full force and effect. In the event any conflict or dispute arises between the parties relating to the obligations of the ENGINEER as amended by this Amendment, such conflict or dispute shall be resolved in accordance with the amended obligations set forth in this Amendment to Agreement.

ENGINEER :

IN EXECUTION WHEREOF, Stantec Consulting Services Inc. has caused this Agreement to be executed on the date stated below by STEVEN SHADIX, its PRINCIPAL, pursuant to a corporate Resolution authorizing such act.

STANTEC CONSULTING SERVICES INC.

SIGNATURE: 

PRINTED NAME: STEVEN SHADIX

TITLE: PRINCIPAL

DATE: JANUARY 19, 2023

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 Shannon Jones, its President on the date stated below, pursuant to Resolution No. 23-0126, dated January 31, 2023.

RECOMMENDED BY:
WARREN COUNTY ENGINEER

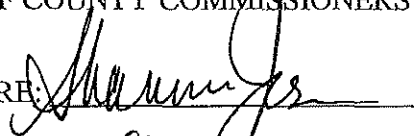
SIGNATURE: 

PRINTED NAME: Neil F. Tunison

TITLE: Warren County Engineer

DATE: 1/20/2023

APPROVED BY:
WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

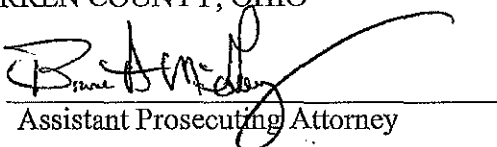
PRINTED NAME: Shannon Jones

TITLE: President

DATE: 1-31-23

Approved as to Form:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

BY: 
Assistant Prosecuting Attorney



Stantec Consulting Services Inc.
10200 Alliance Road, Suite 300, Cincinnati OH 45242

January 6, 2023

Mr. Neil F. Tunison, P.E., P.S.
Warren County Engineer
210 West Main Street
Lebanon, Ohio 45036

Subject: Revised Proposal for Consulting Services
King Avenue Bridge Replacement – Final Design Mod #3
PID No. 106724

ATTN: Mr. Roy G. Henson, P.E., P.S.

Stantec is pleased to resubmit this cost proposal per our conversation to make requested right-of-way revisions to finalize 6(f) conversions with ODNR on the King Avenue Bridge Replacement Project. This proposal also covers some bid assistance hours related to the water & sewer work that Warren County Water & Sewer Department was willing to reimburse. More specifically the work is as described:

Task 1: ODNR Right-of-Way Revisions

Task 1.1 – Field Survey

Stantec will conduct a conventional survey traverse of approximately 3,500 feet along the existing Little Miami Trail for the purpose of expanding Parcel 23. Crew will field locate the Ordinary High Water (OHW) mark along the southeasterly side of the Little Miami River and any evidence of lands formerly owned by the Little Miami Railroad Company. These two items form the boundary for Parcel 23. Stantec will send a Sr. Technician as part of the survey crew to identify the OHW quickly. Assume three days of field work plus some office time, with a total of 78 hours.

Task 1.2 – Add Utilities to Plan

Mason raw water line plans from 1995 will be used to expand the length of existing waterline shown on the right-of-way plans to completely cross Parcel 12. Both the existing raw waterline and the proposed raw waterline revisions being made as part of this project will be shown on Sheet 22, so that it can be referenced in a license agreement between Warren County and the City of Mason. Assume 6 hours.

Task 1.3 - Summary of Additional Right of Way

Work includes the following:

- Expand Parcel 23-ODNR to include approximately 10.3 acres out of Auditor's Parcel 12-07-400-008 and the area for trail maintenance.
- Add Parcels 21-VAC (vacated portion of existing King Avenue), 24-M (trail maintenance), plus revise Parcel 23-WD. Hours include (5) parcel calculations.
- Eliminate Parcels 12-U, 23-SWR and 23-T.

Assume 28 hours.

Task 1.4 – Right of Way Detail Sheets

Work includes the following:

- Revisions to 6 R/W Detail Sheets.
- Add three 50-scale detail sheets for expanded Parcel 23-ODNR.
- Prepare 25 sheets (24" x 36") to be filed as a Survey Record.

Assume 52 hours.

Design with community in mind



January 6, 2023
King Avenue Bridge Replacement – Final Design Mod #3
Page 2 of 2

Task 1.5 – Legal Descriptions and Closure Calculations

Prepare four legal descriptions and closure calculations including review and approval by County.
Assume 16 hours.

Task 1.6 – Final Right of Way Plan Revisions

Address any final comments received from the County. Print mylars. Assume 16 hours.

Task 1.7 – Set Right of Way Pins

Set approximately 30 R/W pins (when authorized) on Parcels 21-VAC and revised 23-ODNR.
Assume two days of field work, with a total of 46 hours.

Task 2: Water & Sewer Bid Assistance

In discussion between Chris Wojnicz and Greg Fritsch, Chris agreed to reimburse Stantec for work related to providing bid review and assistance on water and sewer items. The total amount of that work was 18.75 hours or \$2,864.55.

Task 3: Project Management

Stantec is requesting 12 hours for project management related to this additional work.

We propose to complete the above work for a fee not to exceed \$41,130.55. A copy of the spreadsheet detailing labor and costs is attached.

Our price assumes that our survey crew will be able to collect the information prior to leaves returning as spring arrives.

Should you have any questions about items in this modification request or if you need any additional information, please do not hesitate to call.

Regards,

STANTEC CONSULTING SERVICES INC.

A handwritten signature in black ink, appearing to read "Steven N. Shadix".

Steven N. Shadix, P.E., P.S.
Principal
Phone: (513) 619-6470
Steve.Shadix@stantec.com

Resolution

Number 23-0127

Adopted Date January 31, 2023

AUTHORIZE REIMBURSEMENT TO CFPN OHIO, LLC FOR PRIVATE CONSTRUCTION OF THE OVERSIZED WATER MAIN ALONG ENCORE DRIVE IN TURTLECREEK TOWNSHIP AS PART OF THE CORE 5 ENCORE LOGISTICS CENTER, WITHIN WARREN COUNTY WATER DISTRICT

WHEREAS, to enable a redundant network feed to State Route 63 from Union Road to accommodate future water demands, the Water & Sewer Department requested that as part of the construction of the Encore Drive Improvements, CFPN Ohio, LLC, oversize 4,800 feet of water main within along Encore Drive to accommodate future water demands; and

WHEREAS, in accordance with the Master Plan for the Warren County Water District, and upon the recommendation of the County Sanitary Engineer, this Board has determined that the water main should be oversized from the minimum required 8-inch to the future service area requirement of 16-inch; and

WHEREAS, pursuant to Section 10.03 of the Rules and Regulations of the Water and Sewer Department, this Board may participate in the difference in cost for the increased size; and

WHEREAS, based on preliminary construction estimates received by the developer the cost of oversizing has been estimated by the County Sanitary Engineer to be \$362,000; and

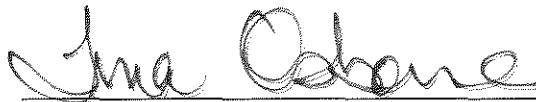
NOW THEREFORE BE IT RESOLVED, in accordance with the Rules and Regulations of the Warren County Water and Sewer Department, to authorize the future reimbursement to CFPN Ohio, LLC for the actual construction cost of oversizing the water main along Encore Drive.

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

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

Resolution adopted this 31st day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
Connor Jackson, Core5 Industrial Partners, cjackson@c5ip.com

Resolution

Number 23-0128

Adopted Date January 31, 2023

APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH INSTALLED BUILDING PRODUCTS LLC (DBA OVERHEAD DOOR COMPANY OF GREATER CINCINNATI) FOR THE LOWER LITTLE MIAMI WASTEWATER TREATMENT PLANT OVERHEAD DOOR REPLACEMENT PROJECT, PURCHASE ORDER NO. 22002593

WHEREAS, this Board on November 22, 2022 entered into a Contract with Installed Building Products LLC. for replacement of overhead door at the Lower Little Miami Wastewater Treatment Plant.; and

WHEREAS, Warren County Water and Sewer Department is requesting Installed Building Products LLC. to perform additional work items not contained within the Contract but necessary for proper functionality of new doors; and

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

NOW THEREFORE IT IS RESOLVED:

1. Approve Change Order No. 1 to the Contract with Installed Building Products LLC., increasing Purchase Order No. 22002593 by \$9,844.00 and creating a new Contract and Purchase Order price in the amount of \$ 241,306.04.
2. By said Change Order, attached thereof and made part thereof, all costs and work associated with the change shall be incorporated into the Contract.
3. That the Board execute and sign Change Order No. 1 of the Contract with Installed Building Products LLC. for the construction of the Lower Little Miami Wastewater Treatment Plant Overhead Door Replacement Project.

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

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

Resolution adopted this 31st day of January 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
c/a—Installed Building Products LLC (dba Overhead Door of Greater Cincinnati)
Project File
Water/Sewer (file)



Warren County
Water & Sewer Dept.

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

CHANGE ORDER

DATE: January 6, 2023

Change Order Number 1

Project Name: Lower Little Miami Wastewater Treatment Plant Overhead Door Replacement

ITEM	DESCRIPTION	ADDITIONS	DELETIONS
1	Door Operator Add Explosion Proof Door Operator to Pre-Treatment Building	\$9,844.00	

Sums of the ADDITIONS and DELETIONS

\$9,844.00

TOTALS FOR THIS CHANGE ORDER

\$9,844.00

Original contract price \$231,462.04

Current contract price adjusted by previous change orders \$ 231,462.04

The Contract price due to this change order will be increased by \$9,844.00

The New contract price including this change order will be \$ 241,306.04

The contract time will be increased by 0 calendar days for substantial completion and 105 days for final completion.

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

Leslie Aerae 1/6/2023
Contractor's Signature Date
[Signature] 1/13/23
W.C. Deputy Sanitary Engineer Date

Shannon Jones 1-31-23
Warren County Commissioner Date
[Signature]
Warren County Commissioner Date
[Signature] 1-31-23
Warren County Commissioner Date



Overhead Door Company of Greater Cincinnati

PO Box 8187
West Chester, OH 45069-8187

Contact: Eric Wolfzorn
Phone: +1513-645-1200
Email: eric.wolfzorn@installed.net

This proposal is valid till Sunday, January 1, 2023

Quote: SQCR004196-1 | Created: 12/2/2022 9:04 AM

Job:

Little Miami Overhead Door
Replacement

Prepared For:

All Bidders

Item	Qty	Unit (USD)	Extended (USD)
1 625.RD 11' 11" x 14' 1" Opening	7	\$15,914.86	\$111,404.00
2 625.RD 12' 0" x 12' 6" Opening	3	\$16,009.67	\$48,029.00
3 625.RD 12' 0" x 14' 0" Opening	3	\$16,738.67	\$50,216.00
4 625.RD 14' 0" x 13' 4" Opening	1	\$17,767.00	\$17,767.00
5 Performance and Payment Bond	1	\$4,047.00	\$4,047.00
6 Add explosion proof operator Pre-treat Building	1	\$9,844.00	\$9,844.00
Total (USD):			\$241,307.00

Prevailing wages, tax exempt

Curtains to be aluminum

All doors to be 3 phase motor operated with safety bottom bar

Current lead time on selected model is 10 weeks (delivery dates are not guaranteed and subject to change due to circumstances beyond our control)

ATTEST:

Laura Hander

Laura Hander

Name

WARREN COUNTY BOARD OF COMMISSIONERS

(Owner)

Tom Grossmann

Tom Grossmann, President



JODI M WRIGHT
Notary Public
State of Ohio
My Comm. Expires
January 27, 2026

(Seal)

ATTEST:

Jodi M Wright

DBA Garage Door Systems LLC
Overhead Door Company of Greater Cincinnati
(Contractor)

By:

Leslie Adee

Name

Leslie Adee, General Manager

Title

Approved as to Form:

Adam M. Nier

Assistant Prosecutor

Adam M. Nier

Resolution

Number 23-0129

Adopted Date January 31, 2023

APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH MOODY'S OF DAYTON, INC. FOR THE CONSTRUCTION OF THE 2022 WELL REDEVELOPMENT PROJECT, PURCHASE ORDER NO. 22002154

WHEREAS, this Board on August 9, 2022 entered into a Contract with Moody's of Dayton, Inc. for the construction of the 2022 Well Redevelopment Project; and

WHEREAS, upon removal, disassembly, and inspection of North Well Field Well 3 pump it was discovered that additional repairs to the pump are required due to age, long run time and deterioration; and

WHEREAS, upon inspection of North Well Field Well 4, it was discovered that there was a hole in the screen allowing sand and gravel to enter the well screen, necessitating the removal of the materials and installation of a liner screen; and

WHEREAS, upon removal, disassembly, and inspection of the North Well Field Well 4 pump and motor it was discovered that additional repairs to the pump and motor are required due to age, long run time and deterioration; and

WHEREAS, the Warren County Water and Sewer Department is seeking approval from the Warren County Board of Commissioners to allow Moody's of Dayton, Inc. to perform additional work items not contained within the Contract; and

WHEREAS, a Change Order and Purchase Order Increase are necessary in order to accommodate said change; and

NOW THEREFORE IT BE RESOLVED:

1. Approve Change Order No. 1 to the Contract with Moody's of Dayton, Inc. increase Purchase Order No. 22002154 by \$44,924.00 and creating a new Contract and Purchase Order price in the amount of \$323,616.00.
2. By said Change Order, attached hereto and made part thereof, all costs and work associated with the change shall be added to the Contract.
3. That the Board execute and sign Change Order No.1 of the Contract with Moody's of Dayton, Inc. for the construction of the 2022 Well Redevelopment Project.

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

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

Resolution adopted this 31st day of January 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
c/a—Moody's of Dayton, Inc

Water/Sewer (fie)
Project file



Warren County
Water & Sewer Dept.

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

CHANGE ORDER

DATE: January 23, 2023

Change Order Number 1
Project Name: 2022 Well Redevelopment Project

ITEM	DESCRIPTION	ADDITIONS	DELETIONS
1	North Wellfield Well No. 3 Pump Repairs Provide all necessary labor, materials, and equipment to repair, replace, or rehabilitate the flowing: <ul style="list-style-type: none"> New wear rings New pump bearing 	\$9,040.00	
2	North Wellfield Well No. 3 Repairs Non-preform replacement of the column pipe.		\$6,000.00
3	North Wellfield Well No. 4 Screen Repair Provide all necessary labor, materials, and equipment to repair, replace, or rehabilitate the flowing: <ul style="list-style-type: none"> Air lift material from screen Procure and install a new 14-inch pipe size 0.08-inch slot screen 	\$22,888.00	
4	North Wellfield Well No. 4 Pump Repairs Provide all necessary labor, materials, and equipment to repair, replace, or rehabilitate the flowing: <ul style="list-style-type: none"> New pump Rebuild stuffing box Replace Motor Bearing 	\$18,996.00	

Sums of the ADDITIONS & DELETIONS

\$50,924.00

\$6,000.00

TOTALS FOR THIS CHANGE ORDER

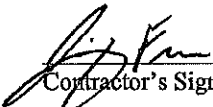
\$44,924.00

Attachments:

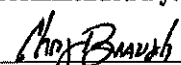
- Attachment 1 – PWN-3 Pump Rebuild
- Attachment 2 – PWN-4 Liner
- Attachment 3 – PWN-4 Repairs

Original contract price \$278,692.00 .
 Current contract price adjusted by previous change orders \$278,692.00.
 The Contract price due to this change order will be increased/decreased.
 The New contract price including this change order will be \$323,616.00.
 The Contract Time shall be increased by 90 calendar days.
 The new date for Substantial Completion will be May 6, 2023.
 The new date for Final Completion will be June 5, 2023.

I HEREBY AGREE TO PERFORM THE WORK AND TO THE NON-PERFORMANCE OF WORK AS LISTED


Contractor's Signature

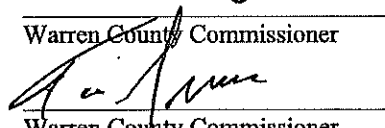
1-23-23
Date

Recommended By:

Warren Sanitary Engineer

1/24/23
Date


Warren County Commissioner

1-31-23
Date

Warren County Commissioner

Warren County Commissioner

1-31-23
Date

WARREN COUNTY, OHIO
WATER AND SEWER DEPARTMENT

2022 Well Redevelopment

CHANGE ORDER NO. 1

ATTACHMENT 1 – PWN-3 REPAIRS

MOODY'S of Dayton, Inc.



4359 INFIRMARY ROAD
MIAMISBURG, OHIO 45342-1231
PHONE AC 937-859-4482
FAX AC 937-859-4522
www.moodysofdayton.com

October 31, 2022
Warren County Water and Sewer
406 Justice Drive
Lebanon, OH 45036

Subject: PWN 3 Repairs

Attention: Kathryn Gilbert

Moody's of Dayton, Inc. has completed the teardown and inspection of the drop pipe and bowl assembly for PWN 3. The drop pipe is in fair condition and can be re-used if desired by the county. The pipe is onsite by the well if the county wishes to look at it and make a decision on whether to replace it or not.

After teardown and inspection, Moody's found that the pump showed signs of wear. The bowl assembly can be rebuilt but needs new wear rings and bearings to bring the bowl to original specifications. The impellers are in fair condition and can be re-used.

The following is the cost to replace the shafting and column pipe, rebuild the pump, and replace the motor:

<u>REPAIRS</u>		
1 Ls	New wear rings.....	\$ 4,230.00
1 Ls	New pump bearings.....	\$ 4,810.00
TOTAL COST		\$ 9,040.00

If you have any questions, please do not hesitate to call. Thank you for the opportunity to serve Warren County.

Sincerely,
Jim Free
Geologist

SIGNED: _____

DATE: _____

WARREN COUNTY, OHIO
WATER AND SEWER DEPARTMENT

2022 Well Redevelopment

CHANGE ORDER NO. 1

ATTACHMENT 2 – PWN-4 LINER

MOODY'S of Dayton, Inc.



4359 INFIRMARY ROAD
MIAMISBURG, OHIO 45342-1231
PHONE AC 937-859-4482
FAX AC 937-859-4522
www.moodysofdayton.com

January 5, 2023
Warren County Water and Sewer
406 Justice Drive
Lebanon, OH 45036

Subject: PWN 4 Liner

Attention: Kathryn Gilbert

Moody's of Dayton, Inc. has completed the video inspection of PWN-4. During the video inspection, Moody's observed a hole in the screen at a depth of 41'. The hole in the screen has caused the well to fill with sand and gravel. Moody's has since air lifted the gravel from the well and confirmed that the well will stay open. The well can be repaired, and Moody's recommends installing a liner screen.

The following is the cost to line the well screen:

<u>REPAIRS</u>		
1 Ls	Air lift material from screen.....	\$ 6,300.00
1 Ls	New 14"PS .080" slot screen.....	\$10,288.00
1 Ls	Install liner screen.....	<u>\$ 6,300.00</u>
TOTAL COST		\$ 22,888.00

- Moody's requests a 3 month extension to the project due to the electrical delays at PWN-3 and the need for a liner at PWN-4 to allow for material delivery. Work on PWN-4 cannot proceed until the liner is installed.

If you have any questions, please do not hesitate to call. Thank you for the opportunity to serve Warren County.

Sincerely,
Jim Free
Geologist

SIGNED: _____

DATE: _____

*Sales tax not included, Terms Net 30 days

WARREN COUNTY, OHIO
WATER AND SEWER DEPARTMENT

2022 Well Redevelopment

CHANGE ORDER NO. 1

ATTACHMENT 3 – PWN-4 REPAIRS

MOODY'S of Dayton, Inc.



4369 INFIRMARY ROAD
MIAMISBURG, OHIO 45342-1231
PHONE AC 937-859-4482
FAX AC 937-859-4522
www.moodysofdayton.com

Warren County Water and Sewer
406 Justice Drive
Lebanon, OH 45036

January 23, 2023

Subject: PWN 4 Repairs

Attention: Kathryn Gilbert

Moody's of Dayton, Inc. has completed the teardown and inspection of the drop pipe and bowl assembly for PWN 4. A 5' piece of the column pipe had a hole in it, and a 10' piece has a washed out spot above the threads. Moody's recommends replacing the column pipe, and removing the 5' section above the pump so that the top of the pump is out of the screen.

After teardown and inspection, Moody's found that the pump showed signs of wear. The bowl assembly needs new wear rings and bearings to bring the bowl to original specifications. The impellers are in fair condition and can be re-used, but the suction bell has a chunk missing from the bottom of the bell. Moody's recommends replacing the pump. The stuffing box and motor need rebuilt. The lineshaft and bearings can be cleaned, straightened, and re-used.

The following is the cost for the necessary repairs:

<u>REPAIRS</u>		
1 Ls	New bowl assembly.....	\$10,146.00
1 Ls	Stuffing box rebuild.....	\$ 1,200.00
1 Ls	Replace motor bearings.....	\$ 4,500.00
30 Hrs	Shop labor- clean/straighten shafting, discharge head Repairs @ \$105/hr.....	\$ 3,150.00
TOTAL COST		\$ 18,996.00

If you have any questions, please do not hesitate to call. Thank you for the opportunity to serve Warren County.

Sincerely,
Jim Free
Geologist

SIGNED: _____

DATE: _____

Resolution

Number 23-0130

Adopted Date January 31, 2023

APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH LARRY SMITH INC. FOR THE COLUMBIA ROAD WATERMAIN IMPROVEMENTS PHASE 2 PROJECT, PURCHASE ORDER NO. 22001753

WHEREAS, this Board on May 24, 2022 entered into a contract with Larry Smith Inc. for construction of the Columbia Road Watermain Improvements Phase 2 Project; and

WHEREAS, Warren County Water and Sewer Department has requested Larry Smith, Inc. to adjust alignment due to field conditions; and

WHEREAS, a change order and purchase order modification are necessary in order to accommodate said changes; and

NOW THEREFORE IT IS RESOLVED:

1. Approve Change Order No. 1 to the Contract with Larry Smith Inc., increasing Purchase Order No. 22001753 by \$13,169.40 and creating a new Contract and Purchase Order price in the amount of \$ 758,214.40.
2. By said Change Order, attached thereof and made part thereof, all costs and work associated with the change shall be incorporated into the Contract.
3. That the Board execute and sign Change Order No. 1 of the Contract with Larry Smith Inc. for the construction of Columbia Road Watermain Improvements Phase 2.

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

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

Resolution adopted this 31st day of January 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
c/a—Larry Smith, Inc.
Water/Sewer (file)
Project File



**Warren County
Water & Sewer Dept.**

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

CHANGE ORDER

DATE: January 13, 2023

Change Order Number 1
Project Name: Columbia Road Watermain Improvements Phase 2

ITEM	DESCRIPTION	ADDITIONS	DELETIONS	CONTRACT TIME IMPACT
7	<u>1-1/2" Asphalt Surface</u>	\$2,808		None
13	<u>24" DIP CL 52 Restrained Joint</u>	\$10,361.40		None
Sums of the ADDITIONS and DELETIONS		\$13,169.40		
TOTALS FOR THIS CHANGE ORDER		\$13,169.40		

Original contract price \$745,045.00
 Current contract price adjusted by previous change orders \$ 745,045.00
 The Contract price due to this change order will be increased by \$13,169.40
 The New contract price including this change order will be \$ 758,214.40
 The contract time will be increased by 0 calendar days.

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

[Signature] 1/13/23
Contractor's Signature Date
[Signature] 1/17/23
W.C. Deputy Sanitary Engineer Date

[Signature] 1-31-23
Warren County Commissioner Date
[Signature] _____
Warren County Commissioner Date
[Signature] 1-31-23
Warren County Commissioner Date



Pay Request No.4

Project: Columbia Road Water Main	Owner: Warren County Water & Sewer Department
Inspector: Doug Ingram	
Contractor: Larry Smith, Inc.	Contract:
LSI Job No.: S22026	Date: 12/13/22

Signed:

Title: Project Manager

Bid Item	Description	Bid Quantity	Unit Of Measure	Contract Bid Rate	Contract Value	Previous Quantity	Current Quantity	Quantity To Date	Previous Amount	Total Amount	Current Amount Due
1	Mobilization / Demobilization	1	LS	\$ 10,000.00	\$10,000.00	1.00	0.00	1.00	\$10,000.00	\$10,000.00	\$0.00
2	Maintenance of Traffic	1	LS	\$ 20,000.00	\$20,000.00	1.00	0.00	1.00	\$20,000.00	\$20,000.00	\$0.00
3	Construction Staking	1	LS	\$ 5,000.00	\$5,000.00	1.00	0.00	1.00	\$5,000.00	\$5,000.00	\$0.00
4	Pavement Sawing & Removal	396	SY	\$ 20.00	\$7,920.00	396.00	0.00	396.00	\$7,920.00	\$7,920.00	\$0.00
5	Subgrade Compaction	511	SY	\$ 1.00	\$511.00	511.00	0.00	511.00	\$511.00	\$511.00	\$0.00
6	8" Asphalt Base	396	SY	\$ 62.00	\$24,552.00	396.00	0.00	396.00	\$24,552.00	\$24,552.00	\$0.00
7	4 1/2" Asphalt Surface	1006	SY	\$ 27.00	\$27,162.00	0.00	1140.00	1140.00	\$0.00	\$29,970.00	\$29,970.00
8	Control Density Fill	396	SY	\$ 145.00	\$57,420.00	396.00	0.00	396.00	\$57,420.00	\$57,420.00	\$0.00
9	Connect to Existing 24" Main	1	EA	\$ 7,500.00	\$7,500.00	0.00	1.00	1.00	\$0.00	\$7,500.00	\$7,500.00
10	24" Gate Valve	3	EA	\$ 37,000.00	\$111,000.00	3.00	0.00	3.00	\$111,000.00	\$111,000.00	\$0.00
11	Removal of Existing Fire Hydrant	2	EA	\$ 500.00	\$1,000.00	0.00	2.00	2.00	\$0.00	\$1,000.00	\$1,000.00
12	Fire Hydrant Assembly	2	EA	\$ 6,500.00	\$13,000.00	2.00	0.00	2.00	\$13,000.00	\$13,000.00	\$0.00
13	24" DIP CL 52 RJ	654	LF	\$ 420.00	\$274,680.00	654.00	1467.00	678.67	\$278,880.00	\$285,041.40	\$6,161.40
14	24" DIP CL 52	496	LF	\$ 315.00	\$156,240.00	496.00	0.00	496.00	\$156,240.00	\$156,240.00	\$0.00
15	24" x 8" Cross & Sleeves	1	EA	\$ 25,000.00	\$25,000.00	1.00	0.00	1.00	\$25,000.00	\$25,000.00	\$0.00
16	Topsoil	116	SY	\$ 30.00	\$3,480.00	0.00	116.00	116.00	\$0.00	\$3,480.00	\$3,480.00
17	Site Restoration	116	SY	\$ 5.00	\$580.00	0.00	116.00	116.00	\$0.00	\$580.00	\$580.00
18	Stored Material	1150	LF	\$189.49	\$217,911.78	1150.00	0.00	1150.00	\$217,911.78	\$217,911.78	\$0.00
19	Reimbursed Stored Material	1150	LF	(\$189.49)	(\$217,911.78)	1150.00	0.00	1150.00	(\$217,911.78)	(\$217,911.78)	\$0.00
20					\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00
					\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00
					\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00
	Original Contract Amount			\$745,045.00	\$745,045.00				\$758,214.40	\$758,214.40	

Amount Complete This Period \$48,691.40

Work Completed To Date	\$758,214.40
Total	\$758,214.40
8% Retainage	\$30,622.01
Total	\$727,592.39
Less Previous Requests	\$678,900.99
Amount Payable	\$48,691.40

Approved By: _____

Resolution

Number 23-0131

Adopted Date January 31, 2023

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO A CROP RENTAL AGREEMENT WITH DANPROEFAM, LLC RELATIVE TO THE UNION ROAD PROPERTY

BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Crop Rental Agreement with DanProeFam, LLC relative to the 16 acres identified as Parcel No. 08-31-300-004 located at 1146 Union Road, Monroe, Ohio (fka. Union Road Water Treatment Plant); copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 31st day of January 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—DanProeFam, LLC
Water/Sewer (File)
OMB
Bruce McGary

**CROP RENTAL AGREEMENT, 2023
OF PART OF LANDS FORMALLY KNOWN AS THE UNION ROAD WATER TREATMENT PLANT**

This Crop Rental Agreement (the "Agreement") is made by and between the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter "Owner"), and **DanProeFam, LLC**, whose address is 5504 Greentree Road, Lebanon, OH 45036 (hereinafter "Tenant Farmer").

I. SUBJECT PROPERTY:

Owner rents to Tenant Farmer, and Tenant Farmer rents from Owner, upon the terms and conditions set forth in this Agreement, a part of the real estate situated in Turtlecreek Township, Warren County, Ohio the entirety of which is described as 16 acres and identified as Parcel No. 08-31-300-004 & Auditor Acct. No. 5323436, all located at **1146 Union Road, Monroe, Warren County, Ohio 45050**. Unless otherwise provided herein, the only lands to be farmed under this Agreement consists of approximately 9.0 acres of the aforementioned 16 acre parcel (the "Property").

II. TERM:

This Agreement is for a term of five (5) years beginning on January 1, 2023 and ending on December 31, 2027. This term shall not be renewed or extended, nor shall the Tenant Farmer hold over, without the parties entering into a new rental agreement.

III. RENT:

Tenant Farmer, without prior demand and without deduction or setoff whatsoever, shall pay an annual rental payment hereinafter set forth. Said obligation to pay the rent shall survive the termination of this Agreement. For and during the term of this Agreement, Tenant Farmer shall pay to Owner a rate of ONE HUNDRED FIFTY DOLLARS (**\$150.00**) per acre for **9.0 tillable acres** farmed for a total annual rent in the amount of **ONE THOUSAND THREE HUNDRED FIFTY DOLLARS (\$1,350)**, in the form of cash, money order, bank certified, cashier's check, or corporate check payable on the **1st day of December** of each year. If rent is not received by Owner within thirty (30) days of the due date, a late charge of 0.833% (10% annual) of the past due amount shall be added to the rental payment every thirty (30) days until paid in full. This obligation to pay rent, however, shall survive any election of default or eviction and the rent due shall remain due and owing even in the event of forfeiture of crops.

IV. LAND USE AND RESTRICTIONS ON USE OF PROPERTY:

Tenant Farmer shall use the Property for agricultural purposes only and limited to the planting, cultivating, and harvesting of row crops or hay. Tenant Farmer agrees to

furnish all of its own materials (including but not limited to fertilizers, herbicides, insecticides, pesticides, and seed), tools, equipment, and machinery for the farming operations and to keep any buildings, fences, and other improvements in as good repair as they now are except for ordinary wear, loss by fire and other casualty.

Tenant Farmer agrees to take good care of the Property, to cultivate, fertilize, maintain, and manage the Property and the soil in a careful and prudent manner, to control soil erosion as completely as practicable and to comply with all applicable laws, including, but not limited to, laws pertaining to the protection of the environment.

Tenant Farmer shall not identify the Property for purposes of, nor shall Tenant Farmer allow any lender, vendor, supplier or materialmen to cause an artisan, crop, materialmen or mechanic's lien to be filed of public record.

Tenant Farmer shall not use the Property for storage of any equipment, materials, supplies or any other items for longer than the minimum period of time reasonably necessary for purposes of planting, cultivating, or harvesting crops.

V. INSURANCE AND LIABILITY:

Tenant Farmer shall maintain general liability insurance suitable and customary for farming operations for personal injury, death and property damage, and adequate workers' compensation and unemployment insurance in compliance with the laws, statutes, and regulations of the State of Ohio. Tenant Farmer will provide Owner with certificates of all such insurance at the time of execution of this Agreement. Any personal property kept on the Property by Tenant Farmer shall be at Tenant Farmer's sole risk and it shall be Tenant Farmer's responsibility to insure such personal property. Owner may maintain insurance on the Property in such amount as Owner deems adequate, however, such insurance shall not provide coverage to any farm equipment or other personal property kept therein.

VI. TAXES:

During the term of this Agreement, Owner shall pay all real estate taxes and assessments on the Property, if any. Owner shall be solely responsible for filing the annual CAUV application, but Tenant Farmer shall cooperate with Owner in such process including providing information, supporting documentation, and affidavits, if requested by the County Auditor.

VII. INDEMNIFICATION:

Tenant Farmer shall indemnify, defend and save Owner harmless against any and all judgments, orders, claims, liabilities, losses, damages, insurance deductibles, costs to remove liens and other costs and expenses (including court costs, experts and attorneys

fees) made against, imposed upon or incurred by Owner and which arise directly or indirectly out of or in connection with any occurrence on or about the Property, the use and occupancy of the Property by Tenant Farmer, his invitees, employees, agents, contractors, lenders, vendors, suppliers, materialmen, or the breach of any of Tenant Farmer's obligations under this Agreement.

VIII. RESERVATION OF RIGHT OF ENTRY:

Owner and its agents reserve the right to enter upon the Property to inspect the same, to make improvements, to make abatements of the terms of this Agreement, and for any and all other lawful purposes.

IX. TERMINATION FOR CAUSE:

The Tenant Farmer may terminate the Agreement for any cause at any time between December 1st and March 31st of each year by submitting formal written notice to the Owner. The Owner may terminate the Agreement for any cause or without cause by submitting formal written notice to the Tenant Farmer, provided the Owner complies with the following conditions:

1. Immediate termination if the County notifies the Tenant Farmer any time between December 1st and March 31st.
2. Termination on December 1st of any calendar year when the County notifies the Tenant Farmer between April 1st and November 30th.

X. DEFAULT:

It is agreed that any violation of this Agreement by either party shall, after thirty (30) days written notice (during which the default may be cured), be just cause for immediately terminating this Agreement and for immediately yielding possession of the Property to Owner. Such termination shall be in addition to any other remedies that may be available at law or in equity.

XI. YIELDING POSSESSION AT END OF RENTAL AGREEMENT:

At the expiration of this Agreement, Tenant Farmer will yield possession of the Property to Owner without further notice, and in as good order and condition as when the same was entered upon by Tenant Farmer, loss by fire, other casualty, and ordinary wear and tear excepted.

XII. ASSIGNMENT AND SUBLEASING:

Tenant Farmer shall not assign this Agreement or sublet the Property in whole or in part without Owner's prior written consent. Subject to this limitation, this Agreement shall

be binding upon and inure to the benefit of Owner and Tenant Farmer and their respective heirs, personal representatives, successors, and assigns.

XIII. RELATIONSHIP:

This Agreement shall not be construed as giving rise to a partnership, and neither party shall be liable for debts or obligations of the other. The parties agree that Tenant Farmer is an independent contractor and not an employee of Owner and all work performed pursuant to this Agreement will be performed according to its own methods and practices and shall not be subject to Owner's control in any manner.

Nothing in this Agreement shall be construed to require Owner to pay compensation to Tenant Farmer of any third party for any investment, labor, or cash outlay.

XIV. NOTICES:

All notices required or permitted pursuant to the terms herein, shall be given personal delivery or by certified mail, return receipt requested, to the parties at the address set forth above unless such party gives written notice to the other party of a different address to which to direct such notice.


XV. MISCELLANEOUS:

This Agreement sets forth the entire agreement of the parties and supersedes any prior understandings. This Agreement may be modified only by written agreement of both parties. No waiver of any provision of this Agreement shall be effective unless in writing, and no waiver on one occasion shall constitute a waiver on any further occasion. The provisions of this Agreement shall be severable and the invalidity of one provision shall not affect any others. Any dispute arising out of or relating to this Agreement shall be governed by the laws of the State of Ohio and the parties irrevocably stipulate to venue of such disputes being exclusively in a court of competent jurisdiction in Warren County, Ohio. This Agreement shall not be recorded of public record.

[the remainder of this page is blank, followed only by signature pages]

XVI. EXECUTION:

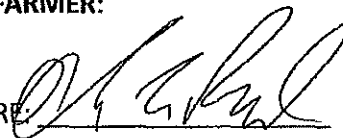
IN WITNESS WHEREOF, DanProeFam LLC, an Ohio limited liability company, the Tenant Farmer herein, has caused this Agreement to be executed by its member, **Clint Proeschel**, on the date stated below, pursuant to the company's operating agreement authorizing him to act on its behalf.



Signature of Witness
Jill Davis

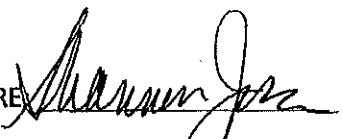
Print Name of Witness

TENANT FARMER:

SIGNATURE: 

NAME: Clint Proeschel, Member
DATE: 1/13/23

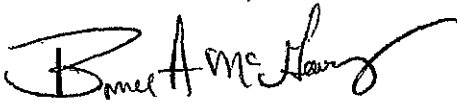
IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Owner herein, has caused this Agreement to be executed by Sharon Jones its President, on the date stated below, pursuant to the authority of Resolution No. 23-0/31 adopted in an open meeting on the 31 day of January, 2023.

OWNER:
SIGNATURE: 

NAME: President
TITLE: Sharon Jones
DATE: 1-31-23

Approved as to form:

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



By: Bruce A. McGary, Assistant Prosecutor
Date: 1/24/23

Resolution

Number 23-0132

Adopted Date January 31, 2023

AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN AGREEMENT FOR PSYCHOLOGICAL SERVICES WITH BIRKLEY CONSULTING ON BEHALF OF WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES.

BE IT RESOLVED, to authorize the President of the Board to sign the agreement for psychological services with Birkley Consulting and Warren County Emergency Services. The psychological services consist of Dr. Birkley performing wellness visits and trainings for mental health awareness and how to cope with your mental health. Copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 31st day of January 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Birkley Consulting
Emergency Services (file)

Birkley Consulting

Agreement for Psychological Services

This Agreement for Psychological Services ("Agreement"), effective as the date of final signature below (the "Effective Date"), is entered between Birkley Consulting, LLC, with office located at 1025 Maycliffe PI Cincinnati, OH 45230 ("Dr. Birkley"), and Warren County Emergency Services ("Client"), with offices located at 520 Justice Drive, Lebanon, OH 45036.

1. Dr. Birkley agrees to perform the consultation service of well visits. A flat rate of \$260 per hour (\$195 per 45 minutes) will be charged for the psychological consultation ("Services"). Services will be provided at Client's facility located at 520 Justice Drive, Lebanon, OH 45036. These services do not constitute psychological treatment and Dr. Birkley will not be documenting the content of these confidential well visits unless there is a legal requirement to do so, for example in the event of mandatory reporting.
2. Dr. Birkley agrees to perform training ("Trainings") services at approximately 2 to 4 hours and across multiple staff shifts as requested by the Client at a flat rate of \$430 per hour, which includes time required for Dr. Birkley to tailor each training to the Client's needs and requests. Training(s) will be provided at Client's facility located at 520 Justice Drive, Lebanon, OH 45036 and will require use of a computer with internet access and ability to display PowerPoint slides and training videos.
3. The term of this Agreement shall commence on Effective Date and shall terminate upon one (1) year. Either party may terminate this Agreement at any time, with or without cause, upon ten (10) days prior written notice.
4. Client will reimburse Dr. Birkley for all of the psychologist's itemized out of pocket expenses directly related to the Services, Training(s), and Evaluation(s), including, but not limited to, transportation at the current Internal Revenue Service standard mileage rates by car and cost of printed training materials.
5. Client should make checks payable to "Birkley Consulting" and send payment to the address above. It is understood and agreed that payment for Services is in no way contingent upon the outcome of a training session, well visit, or consultation service. Full payment for Services and Training(s) will be due within thirty (30) days of completion by Dr. Birkley. Client will receive regular statements describing the Services, Training(s), and Evaluation(s) rendered, out-of-pocket expenses, and payments received.
6. There is no charge for cancelled Services or Training(s) if the psychologist receives notice of the cancellation forty-eight (48) hours before the scheduled appointment. There will be a \$260 charge for appointments missed or cancelled with less than forty-eight (48) hours' notice. The parties may reschedule cancelled or missed appointments upon mutual agreement.
7. Dr. Birkley provides critical incident response to several first responder agencies and is permitted to cancel (with less than 24-hour's notice) and reschedule Client Services or Training(s) at a time and date most convenient for the Client if she is called to

immediately respond to a critical incident (i.e., active shooter, officer-involved shooting) for this Client or another agency.

8. Each party and its affiliates shall, and shall cause its respective employees, officers, directors, agents and representatives to, keep confidential and not disclose or release to any person or entity, any proprietary or other sensitive information, records, documents, agreements, reports, work product, documentation of risk following a well visit, or other data disclosed to such party by the other party or its affiliates in connection with the Services, (all of the foregoing is hereinafter referred to collectively as "Confidential Information"), other than to those persons having a need to know such Confidential Information to perform lawful services related hereto, or as otherwise required to be disclosed by law, court order, or valid subpoena. As used herein, "Confidential Information" shall not include information that (i) is or becomes generally available to the public other than as a result of a voluntary disclosure or release by a recipient party or its representatives, or (ii) was available to a recipient party on a non-confidential basis prior to the disclosure in connection with the transactions contemplated hereby, or (iii) is lawfully obtained by the recipient party from a third party under no duty of confidentiality to the disclosing party. Dr. Birkley shall advise the client on what documentation and service and/or training-related information is considered confidential information. Notwithstanding anything to the contrary stated in this Agreement, this section shall survive the expiration or termination of this Agreement.
9. In the event that legal action is required to enforce any provision of this Agreement, each party agrees to assume responsibility for any negligent acts or negligent omissions by or through itself or its officers, employees, agents and contracted servants. Dr. Birkley and the Client further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.
10. In the performance of this Agreement, it is mutually understood and agreed that Dr. Birkley is at all times acting and performing as an independent contractor with, and not as employees, agents, partners, or joint venturers of the Client. Dr. Birkley will be responsible for paying, or causing to be paid, all federal and state payroll taxes.
11. This Agreement may be modified or revised if at any time, or from time to time, counsel to either party advises that such modification or revision is necessary to comply with newly issued applicable laws, rules, or regulations, or a newly issued interpretation or guidance of any applicable laws, rules, or regulations. If, after good faith negotiations, the parties are unable to reach agreement as to such modification or revision, a party may terminate this Agreement without penalty if that party believes that it will not be in compliance with its obligations under such newly issued interpretation, guidance, or applicable law, rule, or regulation in the absence of such modification or revision.
12. Any notices permitted or required by this Agreement shall be sufficiently given if personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or email addressed to the other party at the addresses set forth below or to such other person and address as either party may designate in writing:

If to Dr. Birkley:

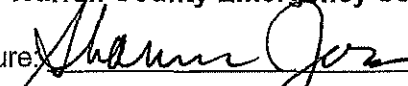
Birkley Consulting, LLC
1025 Maycliffe Pl
Cincinnati, OH 45230
birkleyconsulting@gmail.com


If to Client:
Warren County Emergency Services
520 Justice Drive
Lebanon, OH 45036
Attn: Director Melissa Bour
Melissa.Bour@wcoh.net

13. This Agreement may be executed in one or more parts. Each part shall be deemed an original, but all parts together constitute one and the same contract. Additionally, electronic or digital signatures shall be accepted as a valid and legally binding equivalent to a handwritten signature by a person with the intent to sign this Agreement.

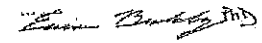
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Client: Warren County Emergency Services

Signature: 
Name: Shannon Jones
Title: President
Date: 1-31-23

APPROVED AS TO FORM

Adam M. Nice
Asst. Prosecuting Attorney

Birkley Consulting, LLC

Signature: 
Name: Erica Birkley, PhD
Title: Owner, Psychologist
Date: 12/27/22

Resolution

Number 23-0133

Adopted Date January 31, 2023

AUTHORIZE THE AUTHORIZATION OF WORK WITH OPTUM FROM OPTUM RX FOR DATA SUBMISSION TO CEDARGATE

WHEREAS, the Board of County Commissioners utilize OptumRX for the administration of the prescription plan and utilize Cedargate to perform data analysis of the prescription plan to ensure contract compliance; and

NOW THEREFORE BE IT RSOLVED, to authorize the Authorization of Work with OptumRx for data submission to Cedargate for the administration and oversight of the prescription plan.

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

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

Resolution adopted this 31st day of January 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR/

cc: Horan Assoc
c/a—OptumRX
Cedargate
T Whitaker
Benefits File



AUTHORIZATION OF WORK
OptumRx tracking numbers:
DDR0004299

January 17, 2023

Warren County
406 Justice Drive
Lebanon, OH 45036

Dear Warren County:

This Authorization of Work confirms that **Warren County OH** ("Client") has engaged OptumRx ("OptumRx") to perform the services described below. The following proposal has been drafted for your consideration.

Scope of Services

Work Type:

1. Create Onetime Historical Claims File (2021-01-01 - 2023-01-01) in CHF 7.0 format to be sent to Cedargate.
2. Setup Ongoing Monthly claims history file creation in Standard CHF 7.0 format to be sent to Cedargate.

Fees

Research, requirements, development, all required testing and setup will utilize the flat rate listed below, subject to the terms and project assumptions. This rate includes any required Operations and Technology resources.

Total Fee: \$2,950.00

Historical claims file creation = \$1,475.00

Ongoing monthly claims history file setup = \$1,475.00

NOTE: Total fee will be paid via PMA (Pharmacy Management Allowance)

Terms and Project Assumptions

Client and OptumRx will make personnel available to answer questions and provide support as needed to support the described services. Client will confirm acceptance of the work once



completed. If Client does not provide a response within ten days of notification that work is completed, the work will be deemed to be approved. This Authorization for Work is subject to the terms of the agreement between Client and OptumRx. Each party will continue to own its systems and intellectual property and modifications and enhancements thereto.

This proposal has been created based on the following assumptions:

- Deployment is contingent upon agreeing to requirements within the timeframe set forth during the initial project plan discussions. Any additional time required during any aspect of the project plan will be added to the projected delivery date.
- Upon completion of functional requirements, if the actual effort is materially different from what has been proposed, additional time and expenses may be incurred.
- Any changes to the assumptions outlined above may impact fees and expenses.
- If Client elects to apply any available Pharmacy Management Allowance (or other available credits) against the Total Fee in this AOW, Client also will be responsible to pay the remaining difference after the Pharmacy Management Allowance (or other available credits) has been exhausted.

Conclusion

Thank you for the opportunity to present this proposal for your review. If Client wishes to proceed with the aforementioned change, please return a signed copy of this proposal. This Authorization for Work will serve as the project documentation between OptumRx and Client.

If you have any questions or need additional information amended to the proposal, please let me know.

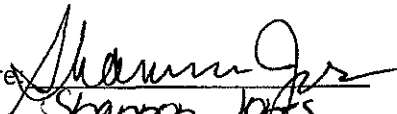
Sincerely,

Kelly Johnson

Authorization for Work and Billing

The signature below constitutes Client's authorization to proceed with this project.

Client: Warren County

Signature: 
Name: Sharon Joffe
Title: President
Date: 1.31.23
Email: _____

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0134

Adopted Date January 31, 2023

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 1/24/23 and 1/26/23 as attached hereto and made a part hereof.

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

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

Resolution adopted this 31st day of January 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0135

Adopted Date January 31, 2023

APPROVE SUPPLEMENTAL APPROPRIATION WITHIN SHERIFF'S OFFICE FUND
#6630

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

\$2,000.00 into 66302259-5991 (Reimbursement)

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

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

Resolution adopted this 31st day of January 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Sheriff (file)

Resolution

Number 23-0136

Adopted Date January 31, 2023

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO TELECOMMUNICATIONS FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Telecommunications Fund #11012810 in order to process a vacation leave payout for Jimmy Hollin former employee of Telecommunications:

\$503.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012810-5882	(Telecommunications - Vacation Leave Payout)

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

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

Resolution adopted this 31st day of January 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Telecommunication (file)
OMB

Resolution

Number 23-0137

Adopted Date January 31, 2023

APPROVE APPROPRIATION ADJUSTMENTS FROM TELECOMMUNICATIONS
DEPARTMENT FUND #11012810 INTO #11012812

BE IT RESOLVED, to approve the following appropriation adjustments:

\$204.38 from #11012810-5114 (Overtime Pay)
 into #11012812-5114 (Overtime Pay)

\$ 28.61 from #11012810-5811 (PERS)
 into #11012812-5811 (PERS)

\$ 2.88 from #11012810-5871 (Medicare)
 into #11012812-5871 (Medicare)

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

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

Resolution adopted this 31st day of January 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

Resolution

Number 23-0138

Adopted Date January 31, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN ECONOMIC DEVELOPMENT
FUND #11011116

BE IT RESOLVED, to approve the following appropriation adjustment:

\$800.00 from #11011116 5910 (Econ Dev Other Expense)
 into #11011116 5370 (Econ Dev Software)

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

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

Resolution adopted this 31st day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

AD/

cc: Auditor
Appropriation Adjustment file
Economic Development (file)

Resolution

Number 23-0139

Adopted Date January 31, 2023

APPROVE APPROPRIATION ADJUSTMENTS WITHIN CLERK OF COURTS TITLE
FUND #2250

BE IT RESOLVED, to approve the following appropriation adjustment;

\$ 10,000.00 from #22501260-5102 (Title – Regular Salaries)
into #22501260-5882 (Title – Vacation Leave Payout).

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

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

Resolution adopted this 31st day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/js

cc: Auditor
Appropriation Adj. file
Clerk of Courts(file)

Resolution

Number 23-0140

Adopted Date January 31, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment to process a vacation leave payout for former employee of Children Services, Trisha Schulz:

\$3,000.00	from	#22735100-5102	(Regular Salaries)
	into	#22735100-5882	(Accum. Vacation Payout)

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

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

Resolution adopted this 31st day of January 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

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

Resolution

Number 23-0141

Adopted Date January 31, 2023

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.

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

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

Resolution adopted this 31st day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
ENG	W E SMITH CONSTRUCTION	ENG. 2023 SMALL BRIDGES REPLAC	\$ 604,989.50
EMS	ERICA L BIRKLEY	EMS BIRKLEY CONSULTING SERVICE	\$ 12,000.00

PO CHANGE ORDERS

Department	Vendor Name	Description	Amount
ENG	STANTEC CONSULTING SERVICES IN	KING AVE BRIDGE PROJECT	\$ 41,130.55 INCREASE
WAT	MOODYS OF DAYTON INC	2022 WELL DEVELOPMENT PRJOECT	\$ 44,924.00 INCREASE
WAT	INSTALLED BUILDING PRODUCTS LL	LLMWWTP GARAGE DOOR REPLACEMEN	\$ 9,844.00 INCREASE

1/31/2023 APPROVED



Tiffany Zingel, County Administrator

Resolution

Number 23-0142

Adopted Date January 31, 2023

AUTHORIZE THE FIFTH AMENDMENT TO THE WARREN COUNTY WATER AREA CONTRACT WITH THE CITY OF CINCINNATI

WHEREAS, Cincinnati and the Board of County Commissioners of Warren County, Ohio entered into a Warren County Water Area Contract dated February 17, 1995, providing for Cincinnati to supply surplus water within portions of Warren County defined in that agreement as the retail water area and wholesale water area; and

WHEREAS, the County and Cincinnati entered into the First Amendment to the Warren County Water Area Contract on December 12, 1996 to collaborate on the construction of a Cincinnati transmission main on State Route 3/U.S. Route 22, allowing Cincinnati to provide wholesale water to the Western Water Company; and

WHEREAS, the County and Cincinnati entered into the Second Amendment to the Warren County Water Area Contract on June 17, 1997 to allow for improvements to increase the potential flow to Warren County including the construction of a transmission main along Columbia Road and Socialville-Fosters Road and oversizing of the State Route 3/ U.S. Route 22 transmission main; and

WHEREAS, the County and Cincinnati entered into the Third Amendment to the Warren County Water Area Contract on January 31, 2017 to clarify the retail service boundary along Fields Ertel Road at the Cross Creek Estates residential development; and

WHEREAS, the County and Cincinnati entered into the Fourth Amendment effective December 23, 2020 to add certain properties in the unincorporated area of Warren County to the "Warren County Retail Water Area" as defined in the Contract so that they could be served by Cincinnati's GCWW under the Contract's terms; and

WHEREAS, the Greater Cincinnati Water Works (GCWW) and the City of Mason have constructed water transmission mains in areas of Union Township that are not currently served by the Warren County Water and Sewer Department ; and

WHEREAS, the County and Cincinnati agree that the certain residential homes in these areas could be serviced by GCWW; and

NOW THEREFORE BE IT RESOLVED, that the Board of Warren County Commissioners does hereby approve and execute the Fifth Amendment to the Warren County Water Area Contract with the City of Cincinnati, such Fifth Amendment is effective immediately and is attached hereto and make a part of hereof.

BE IT FURTHER RESOLVED, that all the provisions of the aforesaid Warren County Water Area Contract shall remain unchanged by this action.

RESOLUTION #23-0142

JANUARY 31, 2023

PAGE 2

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 31st day of January 2023.

BOARD OF COUNTY COMMISSIONERS

A handwritten signature in black ink that reads "Tina Osborne". The signature is written in a cursive style with a horizontal line underneath the name.

Tina Osborne, Clerk

cc: c/a—City of Cincinnati
Water/Sewer (file)

**FIFTH AMENDMENT
TO THE WARREN COUNTY WATER AREA CONTRACT**

This *Fifth Amendment to the Warren County Water Area Contract* ("Fifth Amendment") is made and entered into effective as of the later of such dates indicated below the parties' respective signatures hereto (the "Effective Date") by and between the City of Cincinnati ("Cincinnati"), acting through its City Manager, and the Board of County Commissioners of Warren County, Ohio ("County"), acting pursuant to Chapters 307 and 6103 of the Revised Code of Ohio.

WITNESSETH:

WHEREAS, Cincinnati and the Board of County Commissioners of Warren County, Ohio entered into a *Warren County Water Area Contract* dated February 17, 1995 (as amended, the "Contract"), providing for Cincinnati through its Greater Cincinnati Water Works (GCWW) to supply surplus water within portions of Warren County defined in that agreement as the retail water area and wholesale water area; and

WHEREAS, the County and Cincinnati entered into the *First Amendment to the Warren County Water Area Contract* on December 12, 1996 to collaborate on the construction of a transmission main on State Route 3/U.S. Route 22, allowing Cincinnati to provide wholesale water to the Western Water Company; and

WHEREAS, the County and Cincinnati entered into the *Second Amendment to the Warren County Water Area Contract* on June 17, 1997 for improvements including the construction of a transmission main along Columbia Road and Socialville-Fosters Road and oversizing of the State Route 3/ U.S. Route 22 transmission main to increase the supply of water to Warren County; and

WHEREAS, the County and Cincinnati entered into the *Third Amendment to the Warren County Water Area Contract* dated February 15, 2017 to clarify the retail service boundary along Fields Ertel Road at the Cross Creek Estates residential development; and

WHEREAS, the County and Cincinnati entered into the *Fourth Amendment* effective December 23, 2020 to add certain properties in the unincorporated area of Warren County to the "Warren County Retail Water Area" as defined in the Contract so that they could be served by Cincinnati's GCWW under the Contract's terms; and

WHEREAS, additional properties in the unincorporated are of Warren County (listed in Exhibit A hereto) (the "Properties") do not currently have public water service, and do no have convenient access to a Warren county Water main; and

WHEREAS, GCWW has water mains in the vicinity of the Properties and is able to provide retail water service to the Properties; and

WHEREAS, the County and Cincinnati desire to enter into this Fifth Amendment to add the Properties to the "Warren County Retail Water Area" as defined in the Contract so that they may be served by Cincinnati's GCWW under the Contract's terms;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements contained herein, the parties hereto agree to amend and supplement the Contract as follows:

1. **Warren County Retail Water Area.** The definition of "Warren County Retail Water Area" in Section 1 (b) of the Contract shall be amended to add the parcels listed on Exhibit A and depicted in the areas shown in the maps on Exhibit B hereto.
2. **Ratification.** All terms of the Contract not amended hereby or not inconsistent herewith shall remain in full force and effect and by this reference are incorporated herein as if fully rewritten herein, and the Agreement, as amended hereby, is hereby ratified by the parties.
3. **Counterpart execution.** This Amendment may be executed in counterparts and the parties shall have the right to transmit signature pages to each other electronically in lieu of exchanging original pages.
4. **Exhibits.** The following exhibits are hereby attached and incorporated into this Fourth Amendment:
 - a. Exhibit A – List of the Properties
 - b. Exhibit B – Map depicting the Properties

[SIGNATURE PAGES FOLLOW]

CITY OF CINCINNATI

IN WITNESS WHEREOF, the City of Cincinnati has caused this Amendment to be executed by its City Manager on the date stated below, pursuant to Ordinance No. _____, dated _____.

CITY OF CINCINNATI

By: _____

Sheryl M. M. Long,
City Manager

Date: _____, 20__

RECOMMENDED BY:

Verna J. Arnette, Interim Director
Greater Cincinnati Water Works

APPROVED AS TO FORM:

Assistant City Solicitor

CERTIFICATION OF FUNDS:

Date: _____

Funding: _____

Amount: _____

Karen Alder, Finance Director

WARREN COUNTY:

IN EXECUTION WHEREOF, the Warren County Board of Commissioners has caused this Agreement to be executed by Sharon Jorisits President, on the date stated below, pursuant to Board Resolution No. 23-0142, dated January 31, 2023.

THE BOARD OF COUNTY
COMMISSIONERS WARREN
COUNTY, OHIO

SIGNATURE: Sharon Jorisits

NAME: Sharon Jorisits

TITLE: President

DATE: 1.31.23

Approved as to form:

DAVID FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

Bruce A. McHenry
Assistant Prosecutor

EXHIBIT A
To Fifth Amendment to the Warren County Area Contract
(List of Properties)

Account No.	Parcel No.	Area (Acres)	House Number	Road	Township
6500625	12194760010	0.606	5141	Cox-Smith Road	Union
6606563	12133000280	5.049	4800	Cox-Smith Road	Union

EXHIBIT B
To Fifth Amendment to the Warren County Area Contract
(Map Depicting Properties)



Resolution

Number 23-0143

Adopted Date January 31, 2023

AUTHORIZE APPLICATION FOR FUNDING THROUGH LOCAL ASSISTANCE AND
TRIBAL CONSISTENCY FUND RELATIVE TO AMERICAN RESCUE PLAN ACT
REVENUE SHARING

WHEREAS, an amendment was added to the American Rescue Plan Act (ARPA) which appropriated an additional \$100,000 to Warren County, \$50,000 per year for two years; and

WHEREAS, upon discussion, the majority of the Board desires to apply for said funds; and


NOW THEREFORE BE IT RESOLVED, to authorize staff to apply for additional funding through the Local Assistance and Tribal Consistency Fund of the American Rescue Plan Act as attached hereto and made a part hereof.

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

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

Resolution adopted this 31st day of January 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

Cc: Grants Administration (file)
Commissioners file
Tiffany Zindel, County Administrator
Martin Russell, Deputy County Administrator
Matt Nolan
Adam Nice

OMB Approved No. 1505-0276
Expiration Date: March 31, 2023


U.S. DEPARTMENT OF THE TREASURY
LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND

Recipient name and address: Warren County Ohio Board of Commissioners 406 Justice Drive Lebanon, Ohio 45036	UEI Number: VK7ZTVZ8EE51 Taxpayer Identification Number: 316000058
Amount of Federal Funds Obligated (Total of Fiscal Year 2022 and Fiscal Year 2023 Tranches): \$ 100000.00 Total Amount of Federal Funds Obligated: \$ 100000.00 The Federal Award Date is the date of the Recipient's signature below, provided that all other conditions of the award have been met.	Assistance Listing Number: 21.032 Assistance Listing Title: Local Assistance and Tribal Consistency Fund

Section 605(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Local Assistance and Tribal Consistency Fund.

Recipient hereby agrees, as a condition to receiving such payment(s) from Treasury, to the terms and conditions attached hereto.

Recipient: Warren County Ohio Board of Commissioners

DocuSigned by:

3EB4D4D3EA4E464...

Authorized Representative: Tiffany Zindel

Title: County Administrator

Date signed:1/31/2023

OMB Approved No. 1505-0276
Expiration Date: March 31, 2023

U.S. DEPARTMENT OF THE TREASURY
LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND
AWARD TERMS AND CONDITIONS FOR ELIGIBLE REVENUE SHARING COUNTY
GOVERNMENTS

1. Payment of Funds.

- a. Recipient understands that the Department of the Treasury (Treasury) will disburse funds under this award (the award funds) in two tranches, subject to any remedial actions taken pursuant to section 7 or any offsets imposed to satisfy any debt owed pursuant to section 9 of these award terms and conditions.
- b. In addition to the limitations provided in paragraph (a), payments under this award will be subject to the availability of funding, and, should the provisions of section 605 of the Social Security Act (42 U.S.C. § 805) addressing allocations or recipient eligibility be amended or the amount of the appropriation for implementation of such section be reduced, Treasury may reallocate the amount of the appropriation that remains available and adjust Recipient's total award amount accordingly. In the event Recipient's total award amount is reduced, the amount of a second tranche payment may be reduced to account for the receipt of amounts disbursed in the first tranche.
- c. If eligible revenue sharing county governments other than Recipient decline or do not claim the amounts allocated to them by Treasury from the Local Assistance and Tribal Consistency Fund, Treasury may supplement this award with an additional allocation to Recipient. The amount of this additional allocation will be determined by Treasury in its discretion as provided in section 605 of the Act and will be subject to the limitations provided in paragraphs a and b.
- d. Any change in an allocation will be deemed an amendment to this award to increase or decrease the total award amount, as applicable, unless, in the case of an increased allocation, Recipient declines the increased total award amount.

2. Use of Funds.

- a. The award funds may be used to cover any cost incurred on or after March 15, 2021, for any governmental purpose other than a lobbying activity, as provided in paragraph b.
- b. Recipients may not use the award funds directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification,

policy, or appropriation.

- c. Recipient must expend and account for the funds in accordance with the financial management, procurement, and conflicts of interest standards, laws, policies, and procedures applicable to Recipient's expenditure of and accounting for its own funds.
3. Reporting. Recipient agrees to submit an annual project and expenditure report to Treasury for this award in the form provided by Treasury. Recipient acknowledges total award and expenditure amounts may be publicly disclosed.
 4. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
 5. Compliance with Applicable Law and Regulations.
 - a. Recipient agrees to comply with the requirements of section 605 of the Act and guidance issued by Treasury regarding the Local Assistance and Tribal Consistency Fund program. Recipient acknowledges that the funds constitute federal financial assistance and are subject to federal law applicable to federal financial assistance. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders in the course of its use of the award funds.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto;

- vi. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. §§ 200.100-110, 203, and 303, and Subpart F (Audit Requirements).
- vii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, Subparts A, B, and D, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- viii. The provisions of Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170 applicable to executive compensation but not to subawards, pursuant to which the subsections of the award term set forth in Appendix A to 2 C.F.R. Part 170 applicable to executive compensation are hereby incorporated by reference.
- ix. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- x. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- xi. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- xii. Generally applicable federal environmental laws and regulations.

6. Maintenance of and Access to Records.

- a. Recipient will maintain records and financial documents sufficient to evidence compliance with section 605 of the Act, this award agreement, and implementing guidance issued by Treasury for a period of five (5) years after all funds have been expended or returned to Treasury.
- b. Recipient acknowledges that Treasury, including the Treasury Office of Inspector General, and the Government Accountability Office or their authorized representatives will have the right of access to records of Recipient in order to conduct audits or other investigations.

7. Remedial Actions. In the event of Recipient's noncompliance with section 605 of the Act, these terms and conditions, other applicable laws, guidance, or any reporting or other program requirements, Treasury may take any of the following remedies:

- a. Impose additional conditions on the receipt of the second tranche of the award;
- b. Temporarily withhold the second tranche of the award in whole or in part;

- c. Require recoupment of payments under this award;
 - d. Terminate the Federal award;
 - e. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. part 180 and Treasury regulations; and
 - f. Take other remedies that may be legally available.
8. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
9. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; or (2) that are determined by Treasury to be subject to a repayment obligation and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph (a). Treasury will take any actions available to it to collect such a debt.
10. Disclaimer.
- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
 - b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.
11. Amendments.
- a. The terms of this award may be amended with the written approval of Recipient and Treasury.
 - b. In addition, Treasury reserves the right to amend the terms of this award if required by U.S. law or regulation without the consent of Recipient.

- c. Notwithstanding the above, Treasury may, upon reasonable notice to Recipient, unilaterally amend this agreement for the sole purpose of making ministerial or administrative changes or correcting scrivener's errors.

PAPERWORK REDUCTION ACT NOTICE

The estimated burden associated with the collection of information provided for in section 6 of the terms and conditions is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.