

# Resolution

Number 24-0278

Adopted Date February 27, 2024

HIRING CHARLES STOKES AS PROTECTIVE SERVICES CASEWORKER II, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Charles Stokes, as Protective Services Caseworker II, within the Department of Job and Family Services, Children Services Division, full-time, non-exempt, Pay Range 16, at a pay rate of \$22.39 per hour, effective March 11, 2024, subject to negative background check, drug screen and a 365-day probationary period.

BE IT FURTHER RESOLVED, Mr. Stokes is required to complete CORE training and there will be no increase for completing CORE training as his starting wage reflects his experience.

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

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

Resolution adopted this 27<sup>th</sup> day of February 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

H/R

cc: Children Services (file)  
C.Stokes' Personnel file  
OMB-Sue Spencer

# Resolution

Number 24-0279

Adopted Date February 27, 2024

HIRING TAYLOR MUNN AS A PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the department has requested to hire Ms. Munn as a Protective Services Caseworker I.

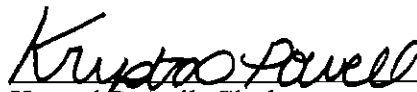
NOW THEREFORE BE IT RESOLVED, to hire Taylor Munn as a Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status, Pay Grade #14, \$20.86 per hour, effective March 11, 2024, subject a background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 27<sup>th</sup> day of February 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

H/R

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

# Resolution

Number 24-0280

Adopted Date February 27, 2024

APPROVING END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR KAYEELEE CARMAN WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Kayelee Carman, Investigative Caseworker II within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period.

NOW THEREFORE BE IT RESOLVED, to approve Kayelee Carman's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$23.06 per hour effective pay period beginning March 9, 2024.

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

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

Resolution adopted this 27<sup>th</sup> day of February 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Children Services (file)  
K. Carman's Personnel File  
OMB – Sue Spencer

# Resolution

Number 24-0281

Adopted Date February 27, 2024

APPROVING END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR KAYLIE FRENCH WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Kaylie French, Case Aide within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period.

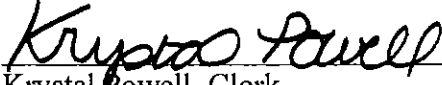
NOW THEREFORE BE IT RESOLVED, to approve Kaylie French's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$20.03 per hour effective pay period beginning March 9, 2024.

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

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

Resolution adopted this 27<sup>th</sup> day of February 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Children Services (file)  
K. French's Personnel File  
OMB – Sue Spencer

# Resolution

Number 24-0282

Adopted Date February 27, 2024

APPROVING END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR JENA SHORT WITHIN THE WARREN COUNTY OHIOMEANSJOBS

WHEREAS, Jena Short, Customer Advocate II within the Warren County OhioMeansJobs, has successfully completed a 365-day probationary period.

NOW THEREFORE BE IT RESOLVED, to approve Jena Short's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$24.36 per hour effective pay period beginning March 9, 2024.

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

Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: OhioMeansJobs (file)  
J. Short's Personnel File  
OMB – Sue Spencer

# Resolution

Number 24-0283

Adopted Date February 27, 2024

APPROVING THE PROMOTION OF JENNIFER GUTHRIE TO THE POSITION OF WATER SEWER UTILITY CLERK II WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Ms. Guthrie successfully performs the duties of Cashier/Receptionist, and Customer Billing and meets the requirements to be promoted to Water Sewer Utility Clerk II.

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Jennifer Guthrie to the position of Water Sewer Utility Clerk II within the Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range #13, \$21.03 per hour, effective pay period beginning February 24, 2024.

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

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

Resolution adopted this 27<sup>th</sup> day of February 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

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

# Resolution

Number 24-0284

Adopted Date February 27, 2024

## ENTERING INTO CONTRACT WITH FORD DEVELOPMENT CORP. FOR THE ROACHESTER-COZADDALE ROAD BRIDGE #52-4.02 REHABILITATION PROJECT

WHEREAS, pursuant to Resolution #24-0189 dated February 06, 2024, this Board approved a Notice of Intent to Award Bid for the Roachester-Cozaddale Road Bridge #52-4.02 Rehabilitation Project to Ford Development Corp., for a total bid price of \$478,171.90; and

WHEREAS, all documentation, including performance bonds, insurance certificates, etc., has been submitted by the contractor.

NOW THEREFORE BE IT RESOLVED, to enter into contract with Ford Development Corp., 11148 Woodward Lane, Cincinnati, Ohio 45241, for a total bid price of \$478,171.90; as attached hereto and made a part hereof.

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

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

Resolution adopted this 27<sup>th</sup> day of February 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: c/a— Ford Development Corp.  
Engineer (file)  
OMB Bid file

## CONTRACT

**THIS AGREEMENT**, made this 27 day of February, 2024, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **Ford Development Corp., 11148 Woodward Lane, Cincinnati, Ohio 45241**, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

### **Roachester – Cozaddale Road Bridge #52-4.02 Rehabilitation Project**

hereinafter called the project, for the sum of **\$478,171.90 (Four hundred seventy eight thousand, one hundred seventy one dollars and ninety cents)** and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (it's or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

- Proposal Price (Bid) Sheet
- Exception Sheet
- Bidder Identification
- A) Invitation to Bidders
- B) General Instruction to Bidders
- C) Non-collusion Affidavit
- D) Bid Guaranty & Contract Bond
- E) Performance Bond
- F) Contract
- G) Bonding & Insurance Requirements
- H) Experience Statement
- I) Affidavit of Non-Delinquency of Real and/or Personal Property Tax
- J) Equal Employment Opportunity Requirements, Bid Conditions and Non-discrimination and Equal Employment Opportunity Affidavit
- K) Findings for Recovery Affidavit Wage Rate Determination
- L) Federal Davis Bacon Wage
- M) Special Provision/Technical Specifications

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project within 12 weeks after the written Notice to Proceed has been issued from Warren County and ODOT and a preconstruction meeting has been held. The Contractor further agrees to pay, as liquidated damages, the sum of \$400.00 for each consecutive calendar day thereafter.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.



OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon a written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to OWNER.

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorney's fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by CONTRACTOR, its agents, employees, licensees, consultants or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

The CONTRACTOR does hereby agree to indemnify and hold the OWNER harmless for any and all sums for which the OWNER may be required to pay or for which the OWNER may be held responsible for failure of the CONTRACTOR or any subcontractor to pay the prevailing wage upon this project.

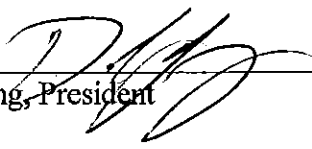
The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

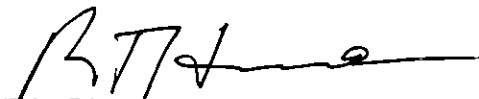
Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and BEO requirements. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and Owner, nor create any obligations on the part of the Owner to pay or see to the payment of any sums to any subcontractor.

**IN WITNESS WHEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

**WARREN COUNTY BOARD OF COMMISSIONERS**  
(Owner)

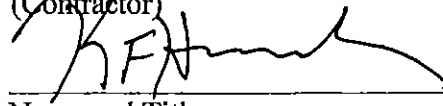
  
\_\_\_\_\_  
David G. Young, President

(Seal)  
ATTEST:

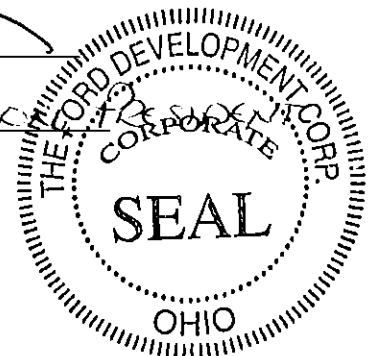
  
\_\_\_\_\_

By:


NAME FORD DEVELOPMENT CORP.  
(Contractor)

  
\_\_\_\_\_  
Name and Title

ROBERT F. HENDERSON



Approved as to Form:

  
\_\_\_\_\_  
Assistant Prosecutor  
Adam M. Nive

# Resolution

Number 24-0285

Adopted Date February 27, 2024

APPROVING COUNTY MOTOR VEHICLE TAX (CVT-386) FOR THE CITY OF  
LEBANON IN THE AMOUNT OF \$101,118.57

BE IT RESOLVED, to approve the following County Motor Vehicle Tax (CVT-386) for the  
City of Lebanon.

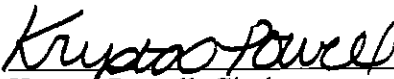
<u>Project No.</u>	<u>Description</u>	<u>CVT Funds</u>
CVT – 386	2024 Annual Concrete Replacement and Street Resurfacing Program	\$101,118.57

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

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

Resolution adopted this 27<sup>th</sup> day of February 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Engineer (file)  
City of Lebanon (file)

# Resolution

Number 24-0286

Adopted Date February 27, 2024

APPROVING THE EMERGENCY INSTALLATION OF THE WATER AND SEWER SERVICE AGGREGATION ROUTERS

WHEREAS, the Water and Sewer Department has encountered poor performance and minimal reliability of the telecommunication network; and

WHEREAS, installation is critical and time sensitive as the function of the fiberoptic network; and

WHEREAS, installation for the routers is needed to improve telecommunication network and reliability of the infrastructure.

NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. 24001340 and 24001339 with Lake Erie Electric Inc in the amount \$4966.00 total for installation of the routers.

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

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

Resolution adopted this 27<sup>th</sup> day of February 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

jad.

cc: Auditor   
Water/Sewer (file)

# Resolution

Number 24-0287

Adopted Date February 27, 2024

## APPROVING AN EMERGENCY ELECTRIC BREAKER REPAIR AT THE SIMPSON CREEK LIFT STATION

WHEREAS, the Sewer Department has encountered the main breaker failing at Simpson Creek lift station that is the main feed for running all electrical equipment and pumps; and

WHEREAS, breaker repairs are critical and time sensitive as the function of the lift station is crucial to the operations at the lift station for the Deerfield Township area; and

WHEREAS, breaker replacement is needed to make the sewer lift station functional.

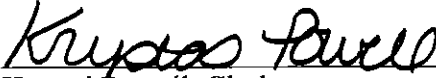
NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. 24001372 with Utilities Instrumentation Service in the amount \$10,000.00 for repairing the main breaker.

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

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

Resolution adopted this 27<sup>th</sup> day of February 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

jad

cc: Auditor   
Water/Sewer (file)

# Resolution

Number 24-0288

Adopted Date February 27, 2024

ENTERING INTO A CONTRACT WITH HGC CONSTRUCTION FOR DESIGN-BUILD SERVICES RELATIVE TO THE NEW WARREN COUNTY COURT PROJECT.

WHEREAS, pursuant to Resolution #23-1427, adopted October 24, 2023, this Board authorized the Director of Facilities Management to initiate contract negotiations for design-build services with HGC Construction relative to the new Warren County Court Project; and

WHEREAS, said negotiations are complete and it is the recommendation of the Director of Facilities Management to enter into contract with HGC Construction relative to the entire project with the preconstruction and design-build fee defined and the remaining fees and Guaranteed Maximum Price to be set forth as the plans are further refined.

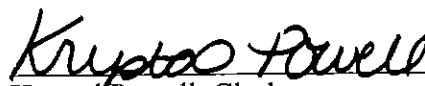
NOW THEREFORE BE IT RESOLVED, to enter into contract with HGC Construction, 2814 Stanton Avenue, Cincinnati, Ohio 45026 for the design-build services on the Warren County Court Project; as attached hereto and made hereof.

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

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

Resolution adopted this 27<sup>th</sup> day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—HGC Construction  
Facilities Management (file)  
OMB Bid file  
Project file

# Document 00 52 53 - Agreement Form (Design-Build Project)

## State of Ohio Standard Requirements for Public Facility Construction

This Agreement is made as of the date set forth below between the State of Ohio, acting by and through the Contracting Authority, and the Design-Builder in connection with the Project.

**Project Number:** «351-01»  
**Project Name:** «Warren County Court»  
**Site Address:** «880 Memorial Drive»  
«Lebanon, OH 45036»  
«Warren» County

**Owner:** «Warren County Commissioners»  
**Owner's Representative:** «Trevor Hearn»  
**Address:** «406 Justice Drive»  
«Lebanon, OH 45036»

**Contracting Authority:** «Warren County Commissioners»  
**Project Manager:** «Trevor Hearn»  
**Address:** «406 Justice Drive»  
«Lebanon, OH 45036»

**Design-Builder ("DB"):** «HGC Construction»  
**DB's Principal Contact:** «Joe Frecker»  
**Address:** «2814 Stanton Avenue»  
«Cincinnati, OH 45206»

### ARTICLE 1 - SCOPE OF WORK; BUDGET; SCHEDULE; EDGE COMMITMENT

- 1.1 The DB shall perform and provide all of the Work described in the Contract.
- 1.1.1 The portion of the Work to be performed by the AOR is described in the **AOR Scope of Services Description** attached as **Exhibit A**.
- 1.2 The Construction Budget is \$«12,222,919.00».
- 1.3 The **Preliminary Project Schedule** is attached as **Exhibit B**.
- 1.4 «EDGE Participation for the Project is not required»

### ARTICLE 2 - PRECONSTRUCTION STAGE COMPENSATION

2.1 The Preconstruction Stage Compensation is \$«470,064.00», which is the sum of the (1) Preconstruction Fee, (2) Preconstruction Stage Design-Services Fee, (3) Preconstruction Stage Personnel Costs, and (4) Preconstruction Stage Reimbursable Expenses. The Owner shall pay the Preconstruction Stage Compensation to the DB in exchange for the DB's proper, timely, and complete performance of the Preconstruction Services.

2.2 Preconstruction Fee. The DB's Preconstruction Fee is \$«0.00» and is subject to the following allocation:

Project Stage/Task	Associated Fee	Portion of Total Fee
Program Verification	\$«0.00»	«20»%
Schematic Design	\$«0.00»	«20»%
Design Development	\$«0.00»	«20»%
Construction Documents	\$«0.00»	«20»%
GMP Proposal and Amendment	\$«0.00»	«20»%
<b>Total Preconstruction Fee</b>	<b>\$«0.00»</b>	<b>100%</b>

**ARTICLE 4 - KEY PERSONNEL**

4.1 The DB's key personnel for the Project are:

- 4.1.1 «Drew Huser», Senior Project Manager;
- 4.1.2 «Nick Beamish», Project Engineer;
- 4.1.3 «Kevin Schubert», Director of Preconstruction;
- 4.1.4 «Aaron Todd», Superintendent.

4.2 The DB's key personnel are authorized to act on the DB's behalf with respect to the Project and all matters concerning the Project.

**ARTICLE 5 - CONSULTANTS**

5.1 The DB's Consultants for the Project are:

- 5.1.1 Architect/Engineer of Record:
  - «KZF Design»
  - «700 Broadway Street»
  - «Cincinnati, OH 45202»
  
  - «Scott Csendes, Vice President, Director of Civic & Public Safety Group»
- 5.1.2 «Geotech Consultant»:
  - «Geotechnology, LLC»
  - «1780 Carrilon Boulevard»
  - «Cincinnati, OH 45240»
  
  - «Kevin Weaver, Ohio Professional Services Manager»

5.2 The DB may provide a portion of the Work through one or more Consultants, provided, however, the DB will remain responsible for all duties and obligations of the DB under the Contract.

5.2.1 If the DB engages a Design-Assist Firm, that entity (1) will be considered a Consultant under the Contract during the Preconstruction Stage and (2) before that entity performs any Work during the Construction Stage, it shall be subject to all Applicable Law and Contract provisions concerning prequalification, selection, and engagement, and shall enter into a Subcontract with the DB.

5.3 By appropriate written agreement, the DB shall require each Consultant, to the extent of the Consultant's portion of the Work, to be bound to the DB by the terms of the Contract, and to assume toward the DB all of the obligations and responsibilities which the DB assumes toward the Contracting Authority and Owner.

5.3.1 The DB shall not retain any Consultant on terms inconsistent with the Contract.

5.3.2 All agreements between the DB and a Consultant shall identify the Contracting Authority and Owner as the agreement's intended third-party beneficiaries.

5.3.3 The Contracting Authority's receipt and approval of a copy of the agreement between the DB and a Consultant is a condition precedent to the Owner's obligation to pay the DB on account of the Consultant's services.

5.4 The Owner has no obligation to pay or see to the payment of money to any Consultant except as otherwise required under Applicable Law.

5.5 The DB shall obtain the Contracting Authority's written approval before engaging any Consultant not named above. The DB shall not employ any Consultant against whom the Contracting Authority has a reasonable objection. The Contracting Authority's approval or disapproval of any Consultant, however, will not relieve the DB of the DB's full responsibility for the performance of the Work.

5.6 The DB shall not remove any Consultant from the Project or reduce the extent of any Consultant's participation in the Work without the Contracting Authority's prior written consent. The DB shall not permit any Consultant to replace any previously identified team member except with the Contracting Authority's prior written consent unless the Consultant

**ARTICLE 7 - ENUMERATION OF DOCUMENTS**

7.1 The Contract Documents constitute the substance of the Contract, and include, but are not limited to, this Agreement (including all of its exhibits), the GMP Documents, final Drawings, final Specifications, Addenda if any, **Contracting Definitions, General Conditions, Wage Rate Requirements, Project Manual, and Modifications** if any.

7.2 This Agreement includes the following documents:

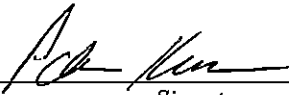
- 7.2.1 **Supplementary Scope Statement (AOR)** attached as **Exhibit A**;
- 7.2.2 **Preliminary Project Schedule** attached as **Exhibit B**;
- 7.2.3 **AOR's Fee Schedule for Personnel** attached as **Exhibit C**;
- 7.2.4 **Personnel Costs Rate Schedule** attached as **Exhibit D**;
- 7.2.5 **Preconstruction Stage Reimbursable Expenses Schedule** attached as **Exhibit E**;
- 7.2.6 **General Conditions Costs Description** attached as **Exhibit F**;
- 7.2.7 **GMP Amendment form** attached as **Exhibit G**;
- 7.2.8 **Minimum Stage Submission Requirements** attached as **Exhibit H**;
- 7.2.9 **Supplementary Conditions** attached as **Exhibit I**.

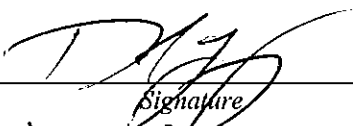
**SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below:


«HGC Construction»

WARREN COUNTY COMMISSIONERS

  
 \_\_\_\_\_  
*Signature*  
 Adam Kuehne  
 \_\_\_\_\_  
*Printed Name*  
 President  
 \_\_\_\_\_  
*Title*

\*   
 \_\_\_\_\_  
*Signature*  
 David G. Young  
 \_\_\_\_\_  
*Printed Name*  
 County Commissioner  
 \_\_\_\_\_  
*Title*  
 2-27-24  
 \_\_\_\_\_  
*Date*

APPROVED AS TO FORM

  
 \_\_\_\_\_  
 Adam M. Nice  
 Asst. Prosecuting Attorney



## **Exhibit A**

### **ARTICLE 1 - ARCHITECT/ENGINEER OF RECORD'S SCOPE OF SERVICES**

#### **1.1 General**

1.1.1 Services to be provided by the Architect/Engineer of Record ("AOR") shall at a minimum consist of the activities and stages set forth in **Article 2** and **Article 3**, and any services necessary to comply with the ORC Section 3379.10 Percent for Arts Program.

### **ARTICLE 2 - MINIMUM PRECONSTRUCTION STAGE SERVICES**

#### **2.1 Program Verification Stage**

##### **2.1.1 AOR's Program Verification Stage Submission.**

2.1.1.1 The AOR shall prepare the following documents to be included in the DB's Program Verification Stage Submission:

- .1 an identification of any unresolved issues related to compliance with Applicable Law; and
- .2 a written description of all modifications of the Owner-provided program information.

#### **2.2 Schematic Design Stage**

2.2.1 During the Schematic Design Stage, the AOR shall:

2.2.1.1 identify and analyze requirements of Applicable Law;

2.2.1.2 review and provide recommendations concerning Site use and improvements and alternative approaches to selection of materials, building systems, and equipment; and

2.2.1.3 provide recommendations on value engineering, constructability, logistics, site use and improvements, availability and suitability of materials, equipment, labor and systems, long-lead items, safety and security plans, quality control, time requirements for construction, and factors related to the cost of the Project including costs of alternative designs or materials, preliminary budgets and possible economies.

##### **2.2.2 AOR's Schematic Design Stage Submission.**

2.2.2.1 The AOR shall prepare the following documents to be included in the DB's Schematic Design Stage Submission:

- .1 a conceptual site plan and preliminary building plans, sections, and elevations;
- .2 if not noted on the drawings, a written description of preliminary selections of major building systems and construction materials; and
- .3 a written description of all modifications of the Approved Program of Requirements.

#### **2.3 Design Development Stage**

2.3.1 During the Design Development Stage, the AOR shall:

2.3.1.1 resolve all issues related to compliance with Applicable Law; and

2.3.1.2 provide recommendations on value engineering, constructability, logistics, site use and improvements, availability and suitability of materials, equipment, labor and systems, long-lead items, safety and security plans, quality control, time requirements for construction, and factors related to the cost of the Project including costs of alternative designs or materials, preliminary budgets and possible economies.

##### **2.3.2 AOR's Design Development Stage Submission.**

2.3.2.1 The AOR shall prepare the following documents to be included in the DB's Design Development Stage Submission:

- .1 plans, sections, elevations, typical construction details, and equipment layouts that illustrate and describe the refinement of the Project's design and the size and character of the Project in terms of architectural,

**3.3.2** The AOR shall also review drawings, calculations, and designs required of Subcontractors and provided with such Submittals (except calculations and designs of manufacturers of original equipment and systems to be installed in the Project and except calculations and designs which the Contract Documents expressly make the sole responsibility of one or more Subcontractors, Material Suppliers, or other persons).

### **3.4 Contract Modifications**

**3.4.1** The AOR shall revise the Drawings, Specifications, and other design-related documents as necessary on account of Modifications of the DB's Contract with the Contracting Authority.

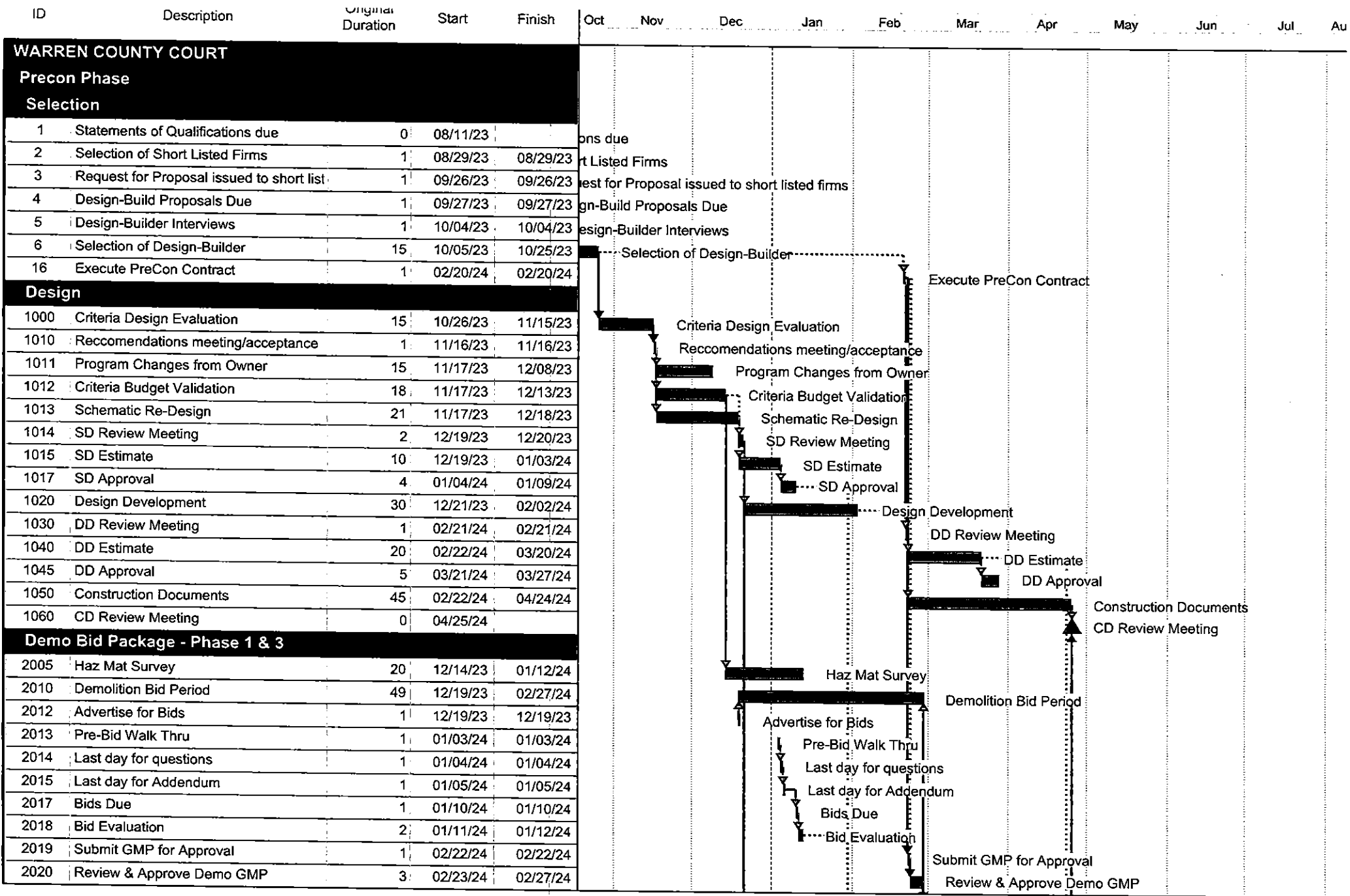
### **3.5 Record Documents**

**3.5.1** The AOR shall revise the Contract Documents and related electronic files with the information contained on the As-Built Documents submitted by the DB and its Subcontractors.

**3.5.2** The AOR shall label the revised Contract Documents and related electronic files as "Record Documents" and reflect the date of the AOR's incorporation of the As-Built Documents.

**3.5.3** The Record Documents, to the best of the AOR's knowledge based upon the As-Built Documents delivered to the AOR by the DB and its Subcontractors and the AOR's observations during the progress of the Project, shall detail the actual construction of the Project and contain such annotations by the AOR as may be necessary for someone unfamiliar with the Project to understand the changes that were made to the Contract Documents.

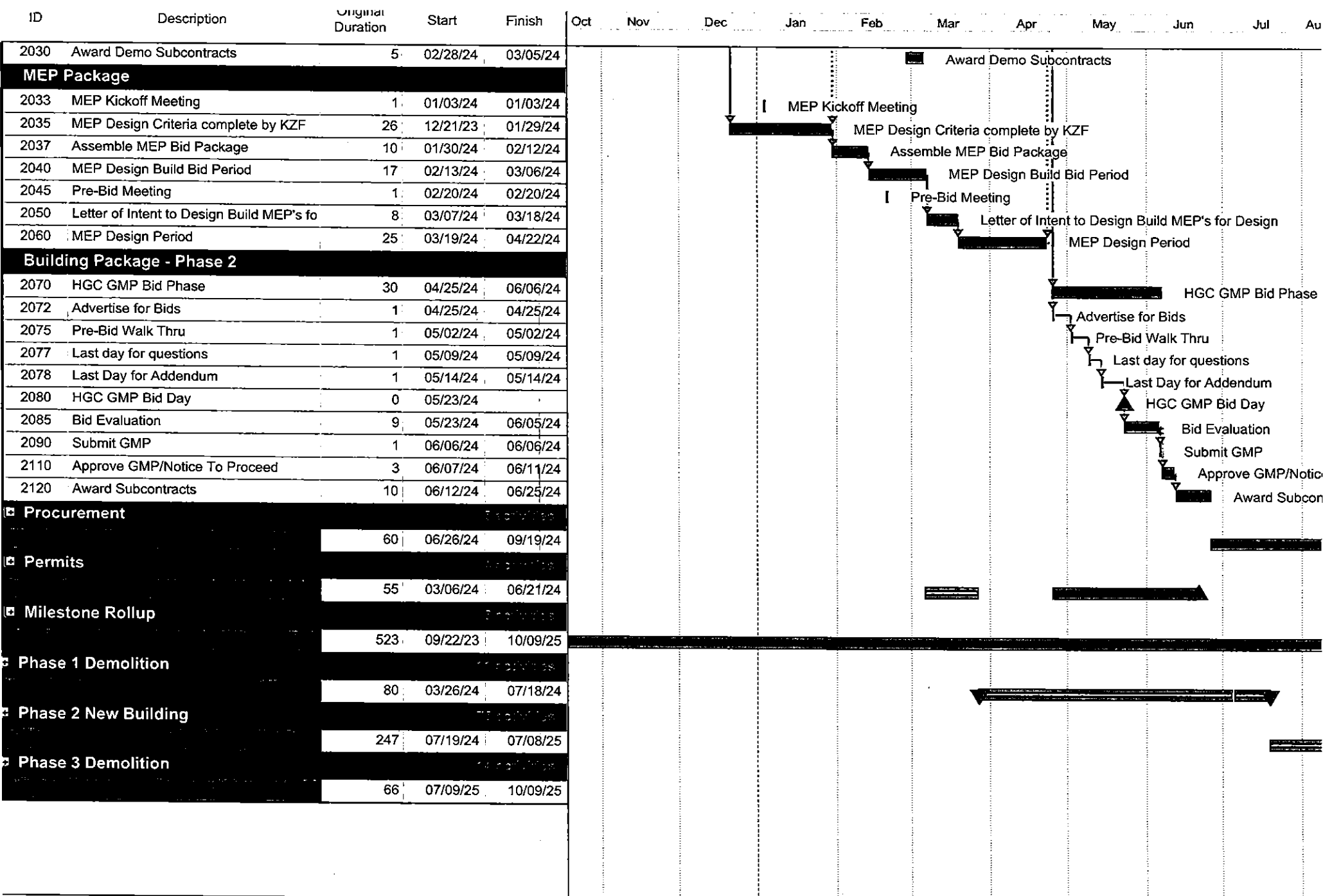
**END OF DOCUMENT**



Start Date: 08/11/23  
 Finish Date: 10/09/25  
 Data Date: 09/22/23  
 Run Date: 02/14/24

**WARREN COUNTY COURT**  
**Exhibit B - Preliminary Project Schedule**





Start Date: 08/11/23  
 Finish Date: 10/09/25  
 Data Date: 09/22/23  
 Run Date: 02/14/24

**WARREN COUNTY COURT**  
**Exhibit B - Preliminary Project Schedule**



**Exhibit C – AOR’s Fee Schedule for Personnel**  
**State of Ohio Standard Requirements for Public Facility Construction**

Name	Role	Firm	Rate
«Scott Csendes»	«Design Principal In Charge» (PM3)	«KZF Design»	\$«220.00» per hour
«Robert Schmitz»	«Project Architect» (Architect 3)	«KZF Design»	\$«200.00» per hour
«Erin Baird»	«Design Project Manager»(PM1)	«KZF Design»	\$«140.00» per hour
«Edward Stegman»	«Electrical Engineer»(EE3)	«KZF Design»	\$«290.00» per hour
«Melissa Kelly»	«Interior Designer»(ID3)	«KZF Design»	\$«220.00» per hour
«Mark Bukala»	«Structural Engineer»(SE3)	«KZF Design»	\$«210.00» per hour
«Chip Branscum»	«Mechanical Engineer»(ME3)	«KZF Design»	\$«240.00» per hour

**END OF EXHIBIT**

**Exhibit D - Personnel Costs Rate Schedule**  
**State of Ohio Standard Requirements for Public Facility Construction**

Name	Role	Firm	Rate
«Kevin Schubert»	«Director of Preconstruction»	«HGC Construction»	\$«130.00» per hour
«Craig Preston»	«Senior Estimator»	«HGC Construction»	\$«118.00» per hour
«Joe Frecker»	«Project Executive»	«HGC Construction»	\$«130.00» per hour
«Drew Huser»	«Senior Project Manager»	«HGC Construction»	\$«110.00» per hour
«Nick Beamish»	«Project Engineer»	«HGC Construction»	\$«65.00» per hour
«Aaron Todd»	«Superintendent»	«HGC Construction»	\$«99.00» per hour
«Bill Burke»	«Safety Lead»	«HGC Construction»	\$«92.00» per hour
«Kevin Weaver»	«Geotechnical Senior Project Manager»	«Geotechnology, LLC»	\$«166.00» per hour

**END OF EXHIBIT**



**Exhibit F - General Conditions Costs Description**  
**State of Ohio Standard Requirements for Public Facility Construction**

Item	Description	Amount
«Construction Bonds»	«Lump sum to extend Bonds to 100% of Contract Sum»	\$«97,783.35»
«Temporary Facilities»	«Trailers & Sanitary Facilities»	\$«20,016.00»
«Jobsite Trailer Utilities»	« »	\$«10,800.00»
«Office & Janitorial Supplies»	«Furnishings & Equipment, Water»	\$«1,620.00»
«Office Communications Equipment»	«Printing, Postage, Photographs»	\$«14,400.00»
«Office First Aid, Fire Protection»	«Safety, Signage»	\$«7,500.00»
«Project Site Progress & Final Cleaning»	« »	\$«14,400.00»
«Dumpsters»	« »	\$«39,600.00»
«Construction Fence, Access Points»	«Washout Areas»	\$«11,250.00»
Total		\$«217,369.35»

**END OF EXHIBIT**



**Document 00 53 53 - GMP Amendment (Design-Build Project)**  
**State of Ohio Standard Requirements for Public Facility Construction**

**Agreement Exhibit G**

*When preparing this GMP Amendment for execution, revise the text above from "Agreement Exhibit G" to "GMP Amendment No. N", where "N" is the sequential number of the GMP Amendment, and delete these notes.*

The State of Ohio, acting by and through the Contracting Authority, and the DB enter into this Amendment as of the date set forth below to amend the Contract they entered into as of «insert date of Agreement» in connection with the Project known as:

**Project Number:** «insert project number»  
**Project Name:** «insert project name»  
**Owner:** «insert name»  
**Contracting Authority:** «insert name»  
**Design-Builder ("DB"):** «insert name»

**ARTICLE 1 - CONTRACT SUM AND RELATED ITEMS FOR THIS AMENDMENT**

1.1 The Contract Sum is \$«insert amount», which is the sum of the estimated Cost of the Work, plus the DB's Contingency, plus the Construction Stage Design-Services Fee, plus the DB's Fee as follows:

1.1.1 The estimated Cost of the Work is \$«insert amount», which includes all Allowances (if any) and Unit Prices (if any) defined through this Amendment, and is the sum of:

1.1.1.1 DB's Construction Stage Personnel Costs in the amount of \$«insert amount», which amount shall not exceed \$«insert DB's Construction Stage Personnel Costs cap from the Agreement»;

1.1.1.2 General Conditions Costs in the amount of \$«insert amount», which shall not exceed \$«insert General Conditions Costs cap»;

- .1 Since the date of the Agreement, the scope of the General Conditions Work has been increased as follows: «insert text description of the increase of the scope of the General Conditions Work».
- .2 On account of the increase in the scope of the General Conditions Work, the General Conditions Costs cap stated in the Agreement is hereby changed to \$«insert new General Conditions Costs cap».

1.1.1.3 all Work the DB proposes to provide through Subcontractors in the amount of \$«insert amount»;

1.1.1.4 all Work the DB proposes to self-perform directly or through a DB Affiliated Entity in the amount of \$«insert amount», which amount does not include any costs accounted for under the DB's Construction Stage Personnel Costs or General Conditions Costs.

1.1.2 The DB's Contingency in the amount of \$«insert amount», which shall not exceed «insert DB Contingency percentage from the Agreement» percent of the above-identified Cost of the Work.

1.1.2.1 Notwithstanding **Article 9** of the **General Conditions**, the Contingency Review Dates will be the dates on which the DB achieves the following activities identified in the **Construction Progress Schedule** attached as **GMP Exhibit E**:

«insert activity number, activity name»  
«insert activity number, activity name»  
«insert activity number, activity name»

*Delete Section 1.1.2.1 completely if it is not applicable.*

1.1.3 The Construction Stage Design-Services Fee in the amount of \$«insert amount», which shall not exceed «insert Construction Stage Design-Services Fee percentage from the Agreement» percent of the sum of the above-identified Cost of the Work plus the above-identified DB's Contingency.

**ARTICLE 3 - LIST OF EXHIBITS**

**3.1** This Amendment is based upon the following documents:

**3.1.1 Basis Documents** attached as **GMP Exhibit A**;

*(This exhibit includes the AOR-prepared Design Intent Statement and a list, which identifies by number, title, and date, all of the Drawings, Specifications, and other documents, upon which the DB relied to prepare this Amendment.)*

**3.1.2 Assumptions and Clarifications** attached as **GMP Exhibit B**;

*(This exhibit includes a complete list of the assumptions and clarifications made by the DB in the preparation of this Amendment, which list is intended to clarify the information contained in the Basis Documents, but is not intended to otherwise modify the Contract.)*

**3.1.3 Project Estimate** attached as **GMP Exhibit C**;

*(This exhibit includes a detailed estimate of the Cost of the Work which (1) allocates the cost of each of item of the Work to labor and materials/equipment organized by trade categories and (2) does not contain a lump-sum estimate for any item other than the DB's Fee and the DB's Contingency. This exhibit is informational only. It is included to provide a tool to evaluate, analyze, and discuss the proposed Contract Sum.)*

**3.1.4 Project Schedule** attached as **GMP Exhibit D**;

**3.1.5 Construction Progress Schedule** attached as **GMP Exhibit E**;

**3.1.6 Staffing Plan** attached as **GMP Exhibit F**;

*(This exhibit includes the DB's detailed plan for staffing the Project during the Construction Stage and an outline of the qualifications and experience of the DB's proposed project manager and proposed superintendent, including references, unless the DB previously submitted that information and the DB's project manager and superintendent were approved.)*

**3.1.7 Subcontractor Work Scopes** attached as **GMP Exhibit G**;

*(This exhibit includes a detailed scope-of-Work description for each anticipated Subcontract.)*

**3.1.8 Scope of DB's Self-Performed Work** attached as **GMP Exhibit H**;

*(This exhibit includes a detailed scope-of-Work description for all trade Work the DB proposes to perform itself or through a DB Affiliated Entity if the requirements in the Contract are met; otherwise this scope of Work will be performed by a Subcontractor.)*

**3.1.9 Schedule of Allowances** attached as **GMP Exhibit I** (if applicable);

*(This exhibit includes a complete list and detailed description of all Allowance Items with related measurement and payment terms.)*

**3.1.10 Schedule of Unit Prices** attached as **GMP Exhibit J** (if applicable);

*(This exhibit includes a complete list and detailed description of all Unit Price items with related measurement and payment terms.)*

**3.1.11 Schedule of Alternates** attached as **GMP Exhibit K** (if applicable); and

*(This exhibit includes a complete list and detailed description of all Alternates with related measurement and payment terms.)*

**3.1.12 Schedule of Incentives and Shared Savings** attached as **GMP Exhibit L** (if applicable).

*(This exhibit includes a detailed description of all performance incentives/bonuses applicable to the Work including related measurement/entitlement and payment terms.)*

**END OF DOCUMENT**

# **Exhibit H - Minimum Stage Submission Requirements (Design-Build) State of Ohio Standard Requirements for Public Facility Construction**

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## **ARTICLE 1 - ELEMENTS OF PROGRAM VERIFICATION STAGE SUBMISSION**

### **1.1 Purpose**

1.1.1 The purpose is to define the scope of the work. It should define the Owner's expectations by addressing the issues of location, space requirements, time, furniture, equipment, and budget.

### **1.2 Owner Deliverables**

1.2.1 The Owner shall provide the following information to DB and AOR:

1.2.1.1 A list of spatial needs with adequate parameters such as area/space, number of people to use space at a given time, etc.

1.2.1.2 A project budget showing the breakdown of construction, fees, furnishings, equipment, etc.

1.2.1.3 An anticipated timeline required for delivery of the project.

1.2.1.4 The site plat of the property on which the project is to be located.

1.2.1.5 A list of Owner's "design standards" if existing.

1.2.1.6 A list of any environmental, historical issues that may affect the project.

### **1.3 Project Scope and Parameter Verification**

1.3.1 The DB shall provide the following confirmations to the Project Core (Design) Team:

1.3.1.1 Receipt of the Contract for the described work outlining the responsibilities of each party.

1.3.1.2 Verification of budget adequacy for the program presented.

1.3.1.3 Schedule for completion and/or phasing of the work is achievable.

1.3.1.4 Site appears adequate for meeting the program requirements.

1.3.1.5 Special relationships between spatial needs have been noted.

1.3.1.6 Property survey has been contracted.

1.3.1.7 Preliminary geotechnical information has been contracted.

1.3.1.8 Environmental Phase I & II have been contracted.

1.3.1.9 Code and zoning authority identified.

1.3.1.10 Utility suppliers identified.

1.3.1.11 Project Core Team contacts identified.

1.3.1.12 Bidding requirements identified.

## **ARTICLE 2 - ELEMENTS OF SCHEMATIC DESIGN STAGE SUBMISSION**

### **2.1 Purpose**

2.1.1 The purpose is to review and provide feedback on Programming, and Schematic Design Documents / Criteria Design Documents prepared by the Client produce a design solution illustrating the scale and relationship of the project components based on the program, schedule, budget, and other project requirements.

### **2.2 Project Scope and Parameter Verification**

2.2.1 Program and Program deliverables have been reviewed for completeness. Owner notified of any data missing and potential to affect project schedule and budget. ~~Written approval of program provided by Owner.~~

~~2.2.1.1 Program tabulation and area analysis per design requirements of authorities have been documented.~~

2.2.2 Project budget has been reviewed for adequacy of program requirements. Verified funds have been encumbered.

2.2.3 Contract requirements and Scope of Services for Schematic Design have been reviewed.

2.2.4 Deliverables for Schematic Design have been reviewed and verified.

- .5.1 A list of alternate options that may affect the cost, quality, and/or schedule of the project for consideration by the Owner.

**2.3.2.3 Interiors:**

- .1 ~~Space planning of major or typical interior spaces indicating basic furniture, fixtures, and equipment layout.~~
- .2 ~~Preliminary color schemes for discussion with the Owner.~~

**2.3.2.4 2.3.2.3 Structural:**

- .1 A constructability review with the engineer and a narrative input.
- .2 Input of structural systems for architectural plans and cross sections.

**2.3.2.5 2.3.2.4 Heating, Ventilating and Air Conditioning:**

- .1 Plans showing building systems in diagrammatic/narrative form.
- .2 Concurrence with sizes and location of mechanical rooms.
- .3 Narrative input on basic systems description.
- .4 Notes of consultations with public agencies and authorities on utility services and requirements.
- .5 Input on basic clearances required for distribution systems.
- .6 Input on cost estimate for HVAC work.

**2.3.2.6 2.3.2.5 Plumbing and Fire Protection:**

- .1 Plans showing building systems in diagrammatic/narrative form.
- .2 Concurrence with sizes and location of mechanical rooms.
- .3 Narrative input on basic systems description.
- .4 Notes of consultations with public agencies and authorities on utility services and requirements.
- .5 Input on basic clearances required for fixtures and distribution and drain systems.
- .6 Input on cost estimate for plumbing and fire protection work.

**2.3.2.7 2.3.2.6 Electrical:**

- .1 Plans showing building systems in diagrammatic/narrative form.
- .2 Concurrence with sizes and location of electrical rooms.
- .3 Narrative input on basic systems description.
- .4 Notes of consultations with public agencies and authorities on utility services and requirements.
- .5 Input on basic clearances required for panels, fixtures, and distribution systems.

**2.3.2.8 2.3.2.7 Approval:**

- .1 Documented approval of Schematic Design Stage by Owner.

## ARTICLE 3 - ELEMENTS OF DESIGN DEVELOPMENT STAGE SUBMISSION

### 3.1 Purpose

3.1.1 The purpose is to complete the design and provide sufficient information so others could prepare the contract documents. The design decisions are resolved and accepted by the Owner. Any changes beyond this point may constitute additional time to the project schedule.

### 3.2 Project Scope and Parameter Verification

- 3.2.1 Schematic Design deliverables have been reviewed by project team and is verified as to completeness.
- 3.2.2 Received Owner's ~~written~~ approval of Schematic Design documentation.
- 3.2.3 Program tabulation and area analysis per design requirements of authorities have been updated and documented.
- 3.2.4 Project budget has been verified for schematic design adequacy.
- 3.2.5 Contract requirements and scope of services for Design Development stage have been reviewed.
- 3.2.6 Deliverables for the Design Development stage have been reviewed.
- 3.2.7 Drawing numbering system has been established and is in compliance with any Owner requirement(s) standards.
- 3.2.8 The geotechnical report has been reviewed, and any impact on scope (foundations) and/or schedule has been determined.

*through the Project Manager to the Ohio Homeland Security Infrastructure and Technology Unit for comments:*

- .5 Building cross sections and primary wall sections are further developed for all change in floor levels and wall conditions.
- .6 Larger scale plans of key areas showing furniture and equipment layouts, and any floor wall or ceiling treatments. Include general mechanical equipment room layouts for required clearances and kitchen area.
- .7 Preliminary Finish Schedule for all spaces.
- .8 Opening schedule showing sizes, materials, fire ratings, special construction (i.e. sound isolation).
- .9 Wall sections and typical construction details for the various conditions.
- .10 Sections delineating special features such as stage equipment, acoustical treatments, etc.
- .11 Symbol legend
- .12 Outline specifications for all building materials and systems indicating a minimum of 3 acceptable manufacturers and/or suppliers. Outline of front end specification items covering bidding requirements, special project conditions, phasing of the work, allowances, unit prices, alternates, etc.

### 3.3.2.3 Interiors:

- .1 Scaled plans showing furniture and equipment
- .2 Preliminary selections for furniture and equipment by owner
- .3 Color schemes/patterns for major finish elements

### 3.3.2.4 Structural:

- .1 Foundation plan same scale as Architectural plan with floor elevations, bottom of footing elevations, typical details, special conditions, slab thickness, etc.
- .2 Framing plans same scale as architectural plans for each level and roof showing dimensions, location and sizes of structural members, principal top of framing elevations.
- .3 Location of building expansion joints.
- .4 Typical sections and details.
- .5 Outline specifications including a minimum of 3 acceptable manufacturers.

### 3.3.2.5 HVAC:

- .1 Floor plan(s) same scale as architectural plans showing primary distribution strategy systems and primary equipment locations. Show ~~all piping, ductwork and~~ equipment sizes, required clearances and weights. Show locations of all accessories such as diffusers, dampers, louvers, etc.
- .2 Enlarged plan of mechanical equipment rooms showing primary equipment layouts.
- .3 Major structural penetrations coordinated with structural.
- .4 Details of roof and ground mounted equipment (size and weight, etc.).
- .5 Acoustical treatment recommendations where necessary.
- .6 Heating and cooling load calculations for each individual space.
- .7 Equipment schedules indicating size and capacity.
- .8 Symbol legend
- .9 Outline specifications for primary distribution and primary equipment including a minimum of 3 acceptable manufacturers.

### 3.3.2.6 Plumbing/Fire Protection:

- .1 Floor plan(s) showing primary water, Primary sanitary waste, ~~compressed air, acid waste,~~ special traps (i.e. plaster, grease) and primary gas piping with sizes; location of all fixtures. Show meter locations, sizes.
- .2 Roof drainage system/connections to storm water system
- .3 Plumbing fixture schedule
- .4 Symbol legend
- .5 Plan showing fire protection basis of design ~~piping, devices, valves, etc.~~
- .6 Outline specifications including a minimum of 3 acceptable manufacturers.

### 3.3.2.7 Electrical:

- .1 Site Plan same scale as architectural site plan showing ~~site lighting,~~ utility service, utility connections and power to other outdoor facilities ~~such as athletic facilities, signs, etc.~~

- ~~.10.9~~ Special details
- ~~.11.10~~ Interior finish details
- ~~.12.11~~ Room Finish Schedule
- ~~.13.12~~ Door, Frame, and Hardware Schedule
- ~~.14.13~~ Equipment/Casework Plans/Elevations/Details
- ~~.15~~ Special Construction Plans/Details (Pools/Auditoriums/etc.)
- ~~.16~~ Sequence of the Work Plan (Phasing)

**4.3.1.2 Structural:**

- .1 Foundation Plan
- .2 Framing Plans.
- .3 Typical details
- .4 Special details
- .5 Structural Schedules (columns, lintels, etc.)

**4.3.1.3 Plumbing/Mechanical/Electrical:**

- .1 Site Plan(s)
- .2 Floor Plans
- .3 Detailed Equipment Room Plans
- .4 Detailed Equipment Room Sections
- .5 Special details
- .6 Equipment and Fixture Schedules

**4.3.2 Specifications.** (organized according to current version of CSI/CSC *MasterFormat*)

- 4.3.2.1** Complete General Requirements Specification (Division 01)
- 4.3.2.2** Complete Technical Specifications (Divisions 02 through 49)

**4.3.3 Miscellaneous:**

- 4.3.3.1** Final code check
- 4.3.3.2** Technical review of the documents
- 4.3.3.3** Construction cost estimate
- 4.3.3.4** Construction schedule
- 4.3.3.5** Permits

**END OF DOCUMENT**

# Document 00 73 00 - Supplementary Conditions

## State of Ohio Standard Requirements for Public Facility Construction

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### Certifications

These Supplementary Conditions amend and supplement the General Conditions and other provisions of the Contract Documents as indicated below. All provisions not amended remain in full force and effect. The terms in these Supplementary Conditions defined in the Contracting Definitions or the General Conditions shall have the meanings assigned to them in those documents.

These Supplementary Conditions are authorized, by the Ohio Facilities Construction Commission, for use on projects constructed by «the Warren County Commissioners».

### Contracting Authority

«Warren County, Board of Commissioners»  
«406 Justice Drive, First Floor»  
«Lebanon, Ohio 45036»

### MODIFICATIONS TO GENERAL CONDITIONS

- A. *Delete Section 1.5 in its entirety. Use of Domestic Steel is not required for this Project.*
- B. *Delete Section 1.6 in its entirety. Drug Free Safety Program Participation is not required for this Project.*
- C. *Delete Section 1.7 in its entirety. The use of the State's Web-based Project Management Software is not required for this Project.*
- D. *Delete Section 1.8 in its entirety. This Project does not have an EDGE requirement.*
- E. *Delete Section 1.15 in its entirety.*
- F. *Delete Section 2.5 in its entirety.*
- G. *Revised Sub-Section 5.2.2.8 to read: There shall be one GMP Amendment to include an agreed upon maximum guaranteed price for the demolition of any existing structures and any other necessary preconstruction services. There shall be at least one subsequent GMP Amendment to include an agreed upon maximum guaranteed price for all other work, notwithstanding the requirements of Sub-Sections 5.2.2.8.1 and 5.2.2.8.2, the parties shall execute the second GMP Amendment no later than 60 Days after owner's approval of GMP Drawings.*
- H. *Delete Section 5.5.3.4 in its entirety. The Owner is not a cabinet agency of the state of Ohio.*
- I. *Delete Sub-Section 6.19.4 in its entirety. Domestic steel certification is not required for this Project.*
- J. *Revise Sub-Section 6.26.2.1 to read: Within 7 business days after receipt of the request for the Substantial Completion inspection of the Work, the Contracting Authority shall notify the DB of acceptance or rejection of the request, stating reasons for any rejection.*  
*Revise Sub-Section 6.26.2.1.1 to read: Within 7 business days after its acceptance of the DB's request, the Contracting Authority shall conduct the Substantial Completion inspection to determine whether the Work, or the designated portion, is in conformity with the Contract Documents and Substantially Complete. The Contracting Authority shall notify the DB and Owner of the scheduled time of the Contracting Authority's inspection.*  
*Revise Sub-Section 6.26.2.1.2 to read: If the Contracting Authority determines that the Work is Substantially Complete, within 7 business days after the Substantial Completion inspection, the Contracting Authority shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion and include a list of Defective, incomplete, or unacceptable Work ("Contracting Authority's Punch List"). Remaining sentence and sub-sections unrevised.*
- K. *Add new Sub-Section 8.6.2.1.1 to read: When the DB is prevented from completing any part of the Work on the critical path within the Contract time due to weather conditions, and if a Claim for more Contract Time is made*



Revise Sub-Section 10.3.7 to read: *Professional Liability—DB and AOR. The DB and AOR shall each separate maintain professional liability insurance without design-build exclusions with limits not less than \$3,000,000 per occurrence or claim, and \$3,000,000 policy aggregate.*

Add the following new Sub-Sections to read:

*10.7 If the DB maintains broader coverage and/or higher limits than the minimums shown above, the Owner requires and shall be entitled to the broader coverage and/or the higher limits maintained by the DB. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.*

*10.7.1 Self-Insured Retentions. Self-insured retentions must be declared to and approved by the Owner. The Owner may require the DB to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Owner.*

*10.7.2 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:*

*1. The Owner, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the DB including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the DB. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used);*

*2. For any claims related to this project, the DB's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Owner, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, or volunteers shall be excess of the DB's insurance and shall not contribute with it;*

*3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Owner.*

*10.7.3 Builder's Risk (Course of Construction) Insurance. The provision of any Builder's Risk insurance will be the responsibility of the Owner. DB may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the as a loss payee as their interest may appear.*

*10.7.4 Claims Made Policies. If any coverage required is written on a claims-made coverage form:*

*1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.*

*2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.*

*3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the DB must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.*

*4. A copy of the claims reporting requirements must be submitted to the Owner for review.*

*10.7.5 Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Owner.*

*10.7.6 Verification of Coverage. DB shall furnish the Owner with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required*

# Resolution

Number 24-0289

Adopted Date February 27, 2024

ENTERING INTO A PROFESSIONAL SERVICES CONTRACT WITH THE KLEINGERS GROUP, INC. FOR ENGINEERING ROADWAY DESIGN SERVICES FOR THE KINGS ISLAND DRIVE EXTENSION PROJECT ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

BE IT RESOLVED, to enter into an Engineering Services contract with The Kleingers Group, Inc., 6219 Centre Park Drive, West Chester, Ohio 45069, for the Kings Island Drive Extension Project including the extension of Kings Island Drive from 730-Lin. Ft. north of Kingsview Drive at the Camp Cedar RV Resort entrance continuing to approximately 2730-Lin. Ft. north of Kingsview Drive as attached hereto and made part hereof.

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

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

Resolution adopted this 27<sup>th</sup> day of February 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: c/a—The Kleingers Group, Inc.  
Engineer (file)  
Nick Yeretian, PE, The Kleingers Group, Inc.

**ENGINEERING SERVICES CONTRACT  
FOR THE KINGS ISLAND DRIVE EXTENSION PROJECT**

THIS IS AN AGREEMENT made as of the date stated below, between The Warren County Board of County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as the "OWNER," on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and The Kleingers Group, Inc., 6219 Centre Park Drive, West Chester, Ohio 45069, a Corporation organized, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the "ENGINEER."

COUNTY ENGINEER intends to extend Kings Island Drive between the entrance to Camp Cedar and Columbia Road and modify existing Kings Island Drive and Kingview Drive as necessary to accommodate the extension, hereinafter referred to as the "PROJECT".

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

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

**SECTION 1 - BASIC SERVICES OF ENGINEER**

**1.1 General**

1.1.1 ENGINEER shall perform professional services as hereinafter stated, which include customary civil, structural, and customary surveying services incidental thereto.

1.1.2 ENGINEER shall provide a Feasibility Study to develop a plan to extend Kings Island Drive to Columbia Road, this Contract specifically considering the portion of the Kings Island Drive located north of Kingsview Drive to 1000-Lin. Ft. north of the north line of the Warren County Commissioner's parcel/Camp Cedar Resort.

1.1.3 ENGINEER shall provide any additional Professional Surveying Services necessary to complete the road study as described in the attached Exhibit A.

*Nick Geretz*  
*NSY*  
~~1.1.4 ENGINEER shall perform Professional Surveying Services necessary to provide legal descriptions for any temporary and/or permanent easements.~~

1.1.5 ENGINEER shall prepare plans and perform tasks for the PROJECT in accordance with the ENGINEER'S fee proposal letter dated August 10, 2023 attached and made a part of this contract and identified as Exhibit 1 respectfully hereinafter referred to as "Basic Services".

**1.2 Preliminary Engineering Phase**

After written authorization to proceed with the Preliminary Engineering Phase, ENGINEER shall:

1.2.1 In consultation with COUNTY ENGINEER determine the extent of the PROJECT.

1.2.2 Prepare preliminary design documents consisting of assessment of environmental impacts, final design criteria, preliminary drawings and outline specifications.

1.2.3 Based on the information contained in the preliminary documents, submit a revised opinion of probable Project Costs.

1.2.4 Furnish two copies of the above preliminary design documents and present and review them in person with COUNTY ENGINEER.

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

- 2.1 If authorized in writing by OWNER and COUNTY ENGINEER, ENGINEER shall furnish or obtain from others Additional Services of the following types, which are not considered normal or customary Basic Services. Such services will be set forth in an Exhibit, which is to be identified, attached to, and made a part of this Agreement before such services begin.
  - 2.1.1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; and review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
  - 2.1.2. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, COUNTY ENGINEER'S schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER's control.
  - 2.1.3. Providing renderings or models for COUNTY ENGINEER'S use.
  - 2.1.4. Preparing documents for alternate bids requested by COUNTY ENGINEER for Contractor(s)' work which is not executed or documents for out-of-sequence work.
  - 2.1.5. Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting COUNTY ENGINEER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by COUNTY ENGINEER.
  - 2.1.6. Furnishing the services of special consultants for other than the normal civil and structural engineering and normal architectural design incidental to the Project and providing data or services or types described in paragraph 3.3 when COUNTY ENGINEER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3
  - 2.1.7. Services in connection with change orders to reflect changes requested by COUNTY ENGINEER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, services after the award to each contract in evaluating substitutions proposed by Contractor(s), and in making revisions to Drawings and Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.
  - 2.1.8. Services during out-of-town travel required of ENGINEER other than visits to the site as required by Section 1, as approved by COUNTY ENGINEER.
  - 2.1.9. Preparing for COUNTY ENGINEER, on request, a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.
  - 2.1.10. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more

than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).

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

## **2.2 Resident Services During Construction.**

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

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

COUNTY ENGINEER shall:

- 3.1. Provide all criteria and full information as to COUNTY ENGINEER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist ENGINEER by placing at his/her disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 3.3. Furnish ENGINEER, as required for performance of ENGINEER's Basic Services data prepared by or services of others, including without limitation laboratory tests and

inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations not covered in Section 2; all of which ENGINEER may rely upon in performing his/her services.

- 3.4. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his/her services.
- 3.5. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER and COUNTY ENGINEER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.7. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as may be required for the Project, such legal services as OWNER and COUNTY ENGINEER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER and COUNTY ENGINEER may require to ascertain how or for what purpose any Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.
- 3.8. Designate in writing the person or persons to act as COUNTY ENGINEER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the COUNTY ENGINEER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services.
- 3.9. Give prompt written notice to ENGINEER whenever COUNTY ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of the Contractor(s).
- 3.10. Furnish, or direct ENGINEER to provide, upon approval of OWNER, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.11. Bear all costs incident to compliance with the requirements of this Section 3.

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

- 4.1. The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Final Design Phase. ENGINEER's obligation to render services hereunder will extend for a period, which may reasonably be required for the Preliminary Design Phase and Final Design Phase of the Project including extra work and required extensions thereto.
- 4.2. Upon written authorization from COUNTY ENGINEER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Project Cost to the County Engineer.
- 4.3. After acceptance by COUNTY ENGINEER of the Preliminary Design Phase documents and revised opinion of probable Project Cost, indicating any specific modifications or changes in the extent of the Project desired by COUNTY ENGINEER, ENGINEER shall proceed with

the performance of the services called for in the Final Design Phase; and shall deliver Contract Construction Drawings and a revised opinion of probable Project Cost for all work of Contractor(s) on the Project within the stipulated period indicated in Section 7 "Special Provisions, Exhibits and Schedules".

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

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

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

- 5.1.1. For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:
  - 5.1.1.1 The ENGINEER agrees to provide the Basic Services set forth in Tasks 1 through 5 described in Exhibit A hereof to the COUNTY ENGINEER for Kings Island Drive Extension Project, for a lump sum fee of \$54,750.00. \_\_\_\_\_.
- 5.1.2 For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.

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

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

approved by the COUNTY ENGINEER. The Owner shall pay the final 10% of the contract amount upon final approval of the plans and documents.

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

- 5.3.1. If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER's statement therefore, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said 60th day, and in addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until he/she has been paid in full all amounts due for services and expenses.
- 5.3.2. In the event of termination by OWNER under paragraph 6.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for all services satisfactorily rendered through such phase shall constitute total payment for such services.
- 5.3.3. Records of ENGINEER'S Salary Costs pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER and COUNTY ENGINEER upon request prior to final payment for ENGINEER'S services.

### **5.4 Definitions**

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

## **SECTION 6 - GENERAL CONSIDERATIONS**

### **6.1 Termination.**

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

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

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

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

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall be Warren County, Ohio Court of Common Pleas.

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

- 6.4.1. OWNER, COUNTY ENGINEER and ENGINEER each binds himself/herself and his/her partners, successors, executors, administrators, assigns and legal representatives to the other



party, to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

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

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

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

#### **6.6 Construction**

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

#### **6.7 Waiver**

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

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

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

#### **6.9 Parties**

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

#### **6.10 Headings**

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

#### **6.11 Notices**

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

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

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

THE KLEINGERS GROUP, INC.  
Attn: Nick Yeretian, Transportation Group Leader  
6305 Centre Park Drive  
West Chester, Ohio 45069  
Ph. 513-779-7851

## 6.12 Insurance

ENGINEER shall carry comprehensive general or professional liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Contract. ENGINEER further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, ENGINEER shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Contract. ENGINEER shall provide COUNTY ENGINEER with a certificate of insurance evidencing such coverage and shall provide thirty (30) days notice of cancellation or non-renewal to COUNTY ENGINEER. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

ENGINEER shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide COUNTY ENGINEER with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract.

## SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

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

7.1.1a Furnish to COUNTY ENGINEER within six (6) months of execution of this agreement required Contract Construction Drawings. In the event that the ENGINEER fails to furnish the required drawings within the six (6) months from the effective date of the agreement, the Board of Commissioners shall have the right to assess the ENGINEER liquidated damages in the amount of \$50.00 per day for each calendar day that the ENGINEER exceeds the six (6) month period. Liquidated damages shall not be assessed for any delay caused by the OWNER and COUNTY ENGINEER.

### OR

7.1.1b Furnish to COUNTY ENGINEER the following: 1) 50% submittal within 50 calendar days of the execution of this agreement; 2) 90% submittal within 50 calendar days of receipt of County Engineer comments to the 50% submittal; 3) 100% submittal within 40 calendar days of receipt of the County Engineer comments to the 90% submittal. The scheduled delivery dates as stated in this paragraph may be revised by the COUNTY ENGINEER based on notice to proceed on items of work not listed in the Engineer's August 10, 2023 proposal.

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

Exhibit 1- ENGINEER'S August 10, 2023 Proposal  
Exhibit 2- ENGINEER'S Hourly Fee Schedule

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

**SECTION 8 – ENTIRE AGREEMENT**

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

**SECTION 9 – INDEMNIFICATION**

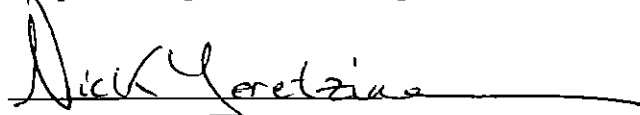
ENGINEER will defend, indemnify, protect, and save OWNER and COUNTY ENGINEER from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by ENGINEER,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

**SECTION 10 – EXECUTION**

**ENGINEER :**

**IN EXECUTION WHEREOF, THE KLEINGERS GROUP, INC.** has caused this Agreement to be executed on the date stated below by Nick S. Yeretian, PE, its Transportation & Infrastructure Group Leader, pursuant to a corporate Resolution authorizing such act.

SIGNATURE: \_\_\_\_\_



PRINTED NAME Nick Yeretian, P.E..

TITLE: Transportation & Infrastructure Group Leader

DATE: 11/30/2023

**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 on the date stated below by David Young, its President, pursuant to Resolution No. 24-0289 dated February 27, 2024.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: David Young

TITLE: President

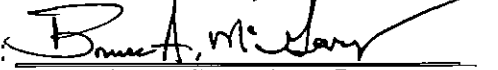
DATE: 2-27-24

**RECOMMENDED BY:**

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

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

**APPROVED AS TO FORM:  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO**

By:   
Bruce A. McGary, Asst. Prosecutor



CINCINNATI  
COLUMBUS  
DAYTON  
LOUISVILLE

6219 Centre Park Drive  
West Chester, OH 45069  
phone ► 513.779.7851  
fax ► 513.779.7852  
[www.kleingers.com](http://www.kleingers.com)

Exhibit 1

August 10, 2023

**Warren County Engineer's Office**  
105 Markey Road  
Lebanon, Ohio 45036

ATTN: Mr. Neil Tunison, PE, PS  
County Engineer

RE: **Proposal for Professional Services**  
Kings Island Drive Extension Feasibility

Dear Mr. Tunison,

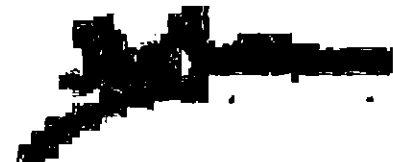
We sincerely appreciate the opportunity you have given The Kleingers Group to present this proposal for a feasibility study and environmental assessment concerning the proposed extension of Kings Island Drive, the relocation of Kingsview Drive and associated improvements. For a more comprehensive understanding of the proposed improvements, we have outlined detailed limits and scope under the "Project Description" section of this proposal. Our services will encompass the preparation of preliminary level plans, in addition to providing preliminary opinion of probable construction cost estimates.

This letter is intended to communicate our understanding and expectations for the project as well as outline our proposal approach for completing the work and any assumptions we have made while preparing the proposal. The following sections provide a summary of the project, proposed scope of services, corresponding fee structure, timing, and other related project information. Should you have any questions or concerns, please feel free to contact us so we can discuss and refine the proposal to better suit your needs.

We look forward to working with you on this project. Thank you and have a great day!

Sincerely,

**THE KLEINGERS GROUP**



Nick S. Yerezian, PE  
Group Leader, Transportation & Infrastructure Group

Steve R. Korte, PE  
Principal

cc: FILE

JOB #: 170671.007  
REF# 1.0

## Project Summary

### PROJECT DESCRIPTION

The project involves preparing preliminary level engineering documents and conducting preliminary level environmental impact assessment for the proposed improvements. Proposed improvements comprise of the extension of Kings Island Drive to include left turn lanes and a right turn lane at the camp entrance drive, the relocation of Kingsview Drive to include the addition of left turn lanes along Kings Island Drive, the reconfiguration of parking and access at the McDonalds (5301 Kings Island) facility to include camp facility reconfiguration and the construction of a tunnel just north of the camp entrance drive to allow for a two-way crossing of golf carts along with pedestrian traffic. Preliminary design documents will be prepared using a combination of existing campground survey, campground design surfaces, Google earth and/or available Warren County GIS data. Each of the above listed proposed improvements is described in more detail under separate tasks, as listed below:

#### Task-1: Kingsview Drive Realignment:

Kingsview Drive will be realigned to improve traffic flow along Kings Island Drive and provide improved access configuration for McDonald's (5301 Kings Island Dr.), the GateAir Inc. (5300 Kings Island Dr.), and to the existing facilities (total of two) located along Kings Mill Road and to the west of McDonald's. Task 1 will include the following improvements:

- Relocate the existing McDonald's entrance drive (Kingsview Drive) intersection north of its existing location.
- Provide a new access Drive configuration to the McDonald facility and improved access and circulation to the existing facilities (total of two) located to the west of the McDonald facility along Kings Mill Road.
- Provide a new access Drive to the GateAir Inc. facility located to the east of the McDonald facility. The new access drive will likely traverse the southwest corner of the GateAir Inc. facility parking lot and connect to Kingsview Drive.
- Reconfigure existing parking and vehicle circulation at the McDonald facility.
- Reconfigure vehicle circulation/access drives to the two facilities along Kings Mill Road located to the west of the McDonald facility.
- Reconfigure camp facility layout, to include the relocation of drives, to accommodate the proposed realignment of the existing Kingsview Drive.



Figure showing locations of Task-1 proposed improvements per the Board of County Commissioners, Warren Co. Res. #2100538

**Task-2 :Kings Island Drive Improvements at Realigned Kingsview Drive :**

As part of the Kingsview Drive relocation, Kings Island Drive will be widened to add northbound and southbound left turn lanes. Task 2 will include the following improvements:

- Widen existing Kings Island Drive at the relocated entrance drive (relocated Kingsview Drive) intersection, as necessary, to accommodate the addition of northbound and southbound left turn lanes.
- Investigate the sufficiency of left turn lane sight distances.



Figure showing locations of SB & NB left turn lanes along Kings Island Drive.

**Task-3 :Kings Island Drive Extension :**

The scope of this work includes the extension of existing Kings Island Drive from its current terminus at the camp access drive further north to the southern limits of the future Redwood Residential Neighborhood Development roadway improvement for a total distance of approximately 1,000-ft. Task 3 will include the following improvements:

- Extend existing Kings Island Drive, north of the existing camp entrance drive to the southern limits of the proposed future Redwood Residential Neighborhood Development roadway improvement to a total distance of approximately 1,000-ft.
- Upgrade the previously prepared profile (by Kleingers) of the proposed public roadway extension to reduce longitudinal grades, if possible.
- Coordinate with the Redwood Residential Neighborhood Development project design staff and the Warren County Engineer's Office to finetune both the horizontal and vertical alignments of the proposed Kings Island Drive extension for a well-coordinated design between the two projects. The Redwood Residential Neighborhood Development design team to provide the Kleingers Group documents (CAD drawings) of both proposed horizontal and vertical alignments within the limits of their project.



- The proposed public roadway extension typical section will mirror the existing roadway with two twelve foot wide through lanes (two in each direction) and a middle 6-ft or 12-ft wide curbed traffic island. The proposed road will be curbed (curb and gutter).
- Pedestrian facilities in the form of a proposed sidewalk (likely along the east side to minimize project footprint and avoid impact to the existing stream paralleling I-71) will be included in the preliminary design.
- Preliminary design document preparation for the redesign of the Kings Island Drive extension and camp entrance drive to add southbound and northbound turn lanes and a northbound right turn lane. The scope of work will include the investigation of the sufficiency of left turn lane sight distances.
- The scope of work will include the preliminary design of a closed storm water system and two culvert crossings over existing streams considered Waters of the US to include a determination of impacts to these streams for environmental permitting considerations.
- The scope of work will include preliminary evaluation of post construction storm water Best Management Practices (BMPs) to include cost. Consideration will be given to evaluate the feasibility of using structural BMPs or utilizing planned future detention basins, in coordination with the development technical design staff for this purpose.
- The scope of work will include consideration to eliminate impact to the existing stream paralleling I-71. A combination of a sloped median and/or the construction of a retaining wall are options that will be given consideration. Consideration will also be given to confine the proposed work limits within the allocated existing Kings Island Drive right-of-way limits.
- The scope of work will include the development of preliminary level plans for the installation of a water main. Water main plans will be developed to a level to allow for its inclusion in the opinion of probable construction cost estimates.
- The scope of work will include the development of preliminary level plans for the installation of streetlights. The lighting plans will be developed to a level to allow its inclusion in the opinion of probable construction cost estimates. The preliminary level plans will mimic the existing light pole type, fixtures and spacing south of the camp entrance drive and will not include photogrammetric calculations.

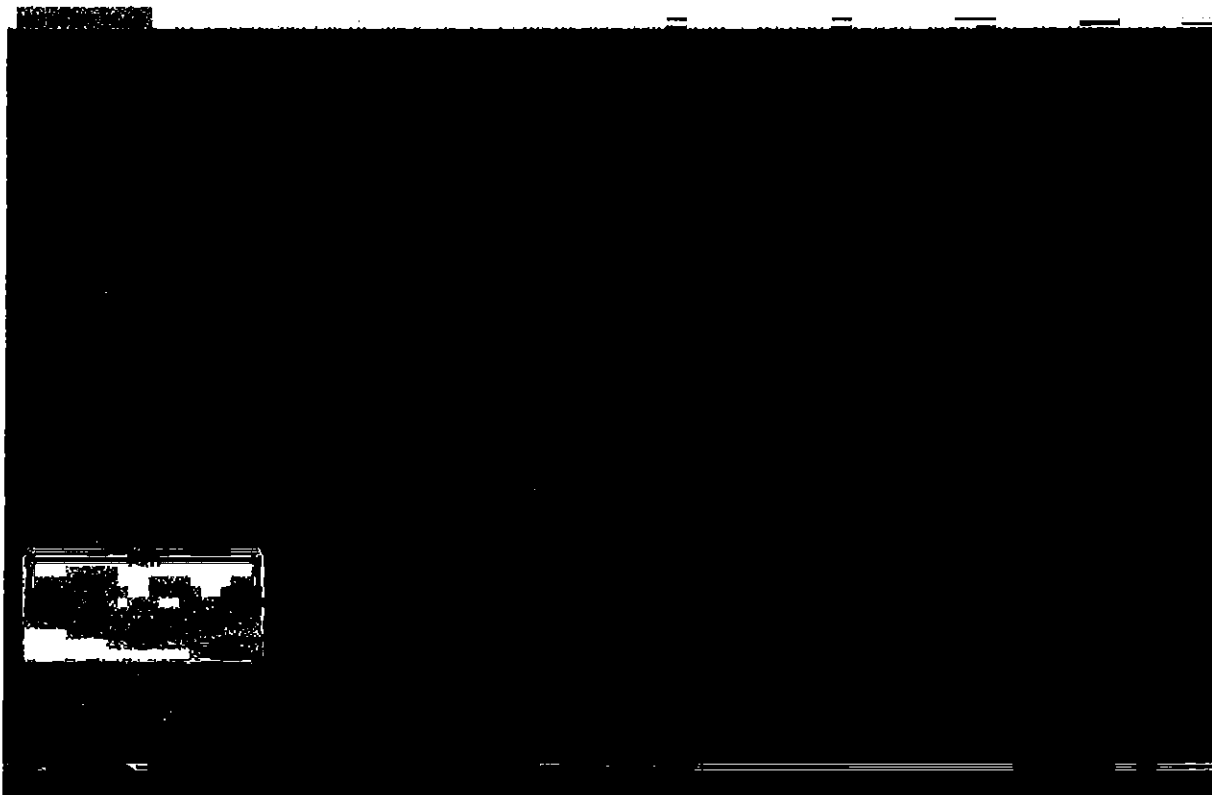




Figure showing concept plan of the Redwood Apartment Residential development and the future road.

**Task-4 :Tunnel Crossing and Existing Detention Basin :**

In order to maintain campground suitable connectivity between the existing facilities located on either side of the proposed Kings Island Drive extension, a tunnel crossing will be provided just to the north of the camp access drive. The proposed tunnel will be designed to accommodate two-way golf cart traffic along with pedestrian traffic. Related improvements will include modifications to existing pedestrian facilities to assess the feasibility of ADA accessibility. Task 4 will include the following improvements:

- Develop preliminary documents for the installation of the above-described tunnel. Consideration will be given to recommending a pre-manufactured structure meeting the necessary traffic loading requirements as directed by the Warren County Engineer's Office guidelines.
- Reconfigure existing pedestrian facilities to assess the feasibility of ADA accessibility as it relates to the tunnel crossing.
- Make the necessary modifications to the existing detention basin located to the west of the proposed Kings Island Drive extension. Modifications may include the construction of retaining walls.

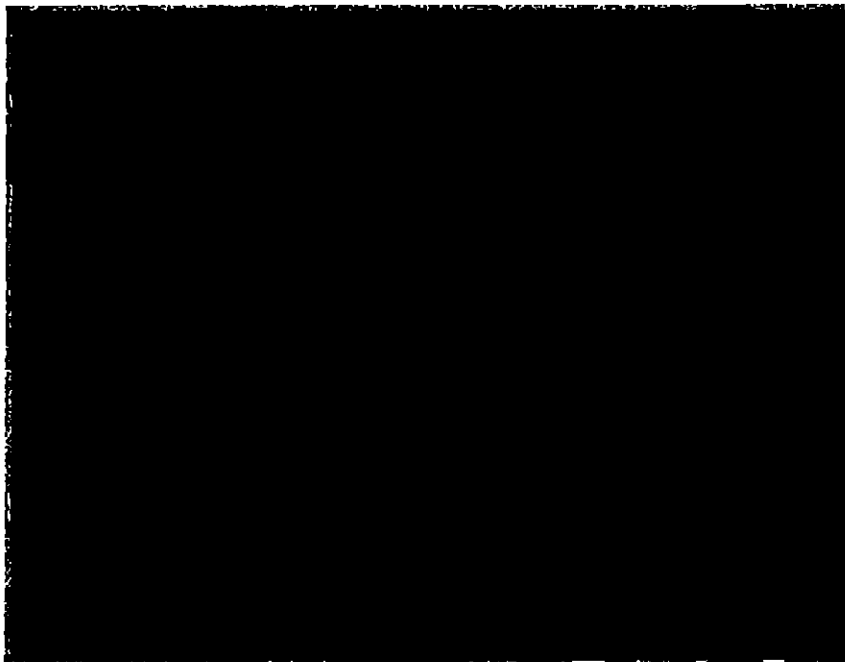


Figure showing the proposed tunnel crossing a detention basin improvements.

**Task-5 : Wetland and Stream Evaluation:**

The scope of this work includes a limited environmental assessment which will include wetland and stream evaluation and the determination of anticipated permitting requirements due to the construction of the proposed improvements described above. Task 5 will include the following services:

- The environmental evaluation will include wetland reconnaissance to determine if wetlands are present as well as other waters of the U.S. (Streams). This evaluation will be performed to verify past results and note any changes that may have occurred from adjacent development activities. Wetland and/or stream limits flagging is not included as part of the scope of work.



- Review the environmental impacts of the proposed improvements with the goal of evaluating the permitting needs and options.

**PROJECT APPROACH**

The Kleingers Group will utilize existing available (performed by Kleingers Group) topographic and boundary field survey and the base map of the campground project site along with the campground design CAD files supplemented with Google earth and available Warren County GIS data to prepare the preliminary design documents. The preliminary design documents will be developed in a manner to allow for the development of reliable itemized preliminary level opinions of probable construction cost estimates to be developed and presented separately for each of the tasks described above. The preliminary level itemized estimates will include a contingency amount to be coordinated with the Warren County Engineer's office along with an added estimated inflation amount accounting for the anticipated begin construction date.

Upon being authorized to perform the work, the Kleingers Group will gather available information to include available design documents at the Redwood Apartment Residential development site. Concept level drawings will be developed next. The concept level drawings will be submitted to the Warren County Engineer's Office for an "over the shoulder" review and comment. The Kleingers Group will incorporate the County Engineer's Office review comments and develop the preliminary design documents to be submitted to the Warren County Engineer's Office for their review, comment and/or approval. Upon receipt of review comments, Kleingers will update the plans, as necessary, prior to developing the preliminary level opinion of probable construction cost estimates.

Improvements will be designed per The Warren County Engineer's Office and the Ohio Department of Transportation (ODOT) standards (2023 CMS) and applicable utility company standards.

**Summary of Fees**

ID	Scope Description	Fee
Task-2	Kings Island Drive Improvements at Realigned Kingsview Drive	\$ 9,500
Task-4	Tunnel Crossing and Existing Detention Basin	\$ 11,000
<b>Grand Total Lump Sum</b>		<b>\$ 54,750</b>



**Table A: Drawing Set Submittal / Deliverable Components**

Component	Concept Level Plans	Preliminary Level Plans	Revised Preliminary Plans
[Redacted Component]			
Typical roadway sections	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
[Redacted Component]			
Cross sections-Kings Island Extension (at 50-ft intervals and 1"=5' H & V)	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
[Redacted Component]			
Plan sheets – Campground modifications	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
[Redacted Component]			
Plan sheets – Tunnel crossing and detention basin	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
[Redacted Component]			

**Legend:**     Concept     Prel.     Rev. Prel.



## Expenses

- Routine non-labor expenses are included in the proposed fees outlined in the Scope of Services.
- Routine non-labor expenses will be billed to the Client as reimbursable costs within the allowance outlined in the Scope of Services at a rate equal to 110% of the actual direct cost.

Routine non-labor expenses include printing of deliverables outlined in the Scope of Service, typical client meeting materials, routine copies, mileage to and from project sites and Client's office(s), normal field supplies, and other similar consumables used during regular business activities.

If special, project-specific consumables or tools are needed to complete this project, we reserve the right to charge those costs to the Client as reimbursable costs at a rate equal to 110% of the actual direct cost.

## Schedule

The delivery schedule will be coordinated with the Warren County Engineer's Office and to meet the needs of the Redwood Residential Neighborhood Development project schedule, as necessary.

If there are specific milestones or timeframe requirements about which we are unaware, please contact us so that we can discuss accommodating those requirements.

Please understand that the schedule / anticipated timeframe is based on a presumed authorization date and also the presumption that jurisdictional, client, and other needed third-party review times will be typical. A delay in authorization to proceed, extended review times, or excessive agency comments may affect the schedule negatively. Scheduling of some services is dependent on weather and conditions not conducive to performing those services may also affect the schedule negatively.

We reserve the right to adjust these fees and prices for work done in future years by the Consumer Price Index rate for the previous year.

This proposal is valid for 60 days, unless formally extended by Consultant.



## Clarifications and Assumptions

Upfront communication about project requirements and goals with you, our Client, is very important to us.

Often times, some aspects of the project requirements and conditions are not fully known prior to us providing a scope and fee proposal. Stating assumptions within the Proposal helps us refine the Scope of Services and better associate appropriate and reasonable fees for the Project. The assumptions may or may not match the actual project requirements and conditions which may only become apparent throughout the course of the project or even after the project is complete; however, identifying the conditions for which this Proposal is valid helps to provide and shared understanding about the conditions for which this Scope of Services and associated fees are valid. Please let us know if you feel any of the Clarifications or Assumptions do not match your expectations so we may revise the Proposal to better suit your needs.

We recognize that minor revisions to drawings and other project documents are normal and synonymous to the production of any project. Should major revisions or out of scope conditions arise, you will be notified of the need for additional services and anticipated additional fees before we proceed forward with additional work.

For the purposes of this proposal, we are making the following assumptions:

- The scope of work **does not include a geotechnical investigation**. It is our understanding that the proposed widened pavement section build up will match existing Kings Island Drive section or meet the requirements of The Warren County Engineer's Office or The Ohio Department of Transportation (ODOT) requirements.
- The scope of services does not include field survey and/or base mapping. The Kleingers Group will utilize existing available (performed by Kleingers Group) topographic and boundary field survey and the base map of the campground project site along with the campground design CAD files supplemented with Google earth and available Warren County GIS data to prepare the preliminary design documents.
- Utility work, with the exception of concept level water main and street lighting including sanitary sewers, beyond utility coordination, is not included as part of the scope of services.
- The scope of the environmental work does not include flagging of wetlands and/or streams and environmental permitting, if permitting is needed.
- The scope of work does not include the preparation of right of way plans, easement exhibits and or easement descriptions. The Kleingers Group can provide this service if needed.
- The scope of services does not include right of way acquisition services.
- The scope of services does not include the preliminary design of new traffic signals. The Kleingers Group can provide this service if needed.
- The scope of service does not include preliminary landscape architectural services. The Kleingers Group can provide this service if needed.
- The scope of services does not include the preparation of construction documents. The Kleingers Group can provide this service if needed.
- Review fees and permit application fees, if applicable, are not included in this proposal.

The Kleingers Group offers a wide variety of related professional civil engineering, transportation engineering, landscape architecture, planning, land surveying services, and reality capture (laser scanning) services. Although not included in this Proposal unless specifically itemized in the Scope of Services, we would be pleased to assist

Proposal for Professional Services  
Kings Island Drive Extension Feasibility  
**Warren County Engineer's Office**  
August 10, 2023



you with other aspects of your project needs. Please visit [www.kleingers.com](http://www.kleingers.com) or contact us directly to learn more about our various service offerings and how we can help you achieve your project goals.

# 2023 HOURLY RATES

CATEGORY	HOURLY RATE
<b>ENGINEERING</b>	
Principal	\$230
Senior Project Manager	\$215
Project Manager	\$185
Assistant Project Manager	\$155
Senior Engineer	\$185
Project Engineer	\$180
Engineer	\$155
Floodplain Specialist / Floodplain Manager	\$200
Senior Designer	\$155
Designer	\$145
Project Coordinator	\$135
Technician	\$110
Clerical / Administrative Support	\$85

<b>LANDSCAPE ARCHITECTURE</b>	
Principal	\$230
Senior Planner	\$205
Senior Landscape Architect (RLA)	\$185
Landscape Architect	\$155
Landscape Designer	\$135
Project Coordinator	\$135
Clerical / Administrative Support	\$85

CATEGORY	HOURLY RATE
<b>LAND SURVEYING</b>	
Principal	\$230
Survey Manager	\$185
Project Surveyor	\$155
Surveyor	\$145
1-Person Survey Crew	\$175
2-Person Survey Crew	\$210
Project Coordinator	\$135
Clerical / Administrative Support	\$85
<b>3D-SCANNING</b>	
Principal	\$250
3D Project Manager	\$200
3D Senior Technician / Modeler	\$185
3D Technician / Modeler	\$135
Unmanned Aerial Survey Crew	\$290
1-Person 3D Scanning Crew	\$200
2-Person 3D Scanning Crew	\$305
Project Coordinator	\$135
Clerical / Administrative Support	\$85

<b>CREATIVE AGENCY</b>	
Principal	\$200
Project Manager	\$125
Sr. Digital / Graphic Designer	\$75
Digital / Graphic Coordinator	\$90
Marketing Specialist	\$100
Clerical / Administrative Support	\$75



AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Warren

I, *Nick S. Yeretian*, holding the title and position of *Transportation & Infrastructure Group Leader* at the firm *The Kleingers Group, Inc.*, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

*Nick Yeretian*

AFFIANT

Subscribed and sworn to before me this 22 day of FEBRUARY 20 24

*Kelly E Osborne*  
(Notary Public),

Butler County.



KELLY E OSBORNE  
Notary Public  
State of Ohio  
My Comm. Expires  
March 29, 2026

My commission expires March 29 20 24



# Resolution

Number 24-0290

Adopted Date February 27, 2024

**AUTHORIZING ACCEPTANCE OF QUOTE FROM BUSINESS COMMUNICATION  
SPECIALISTS (BCS) ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS**

WHEREAS, BCS will provide Brightmetrics Core Reporting for Phone System and Call Center per Quote AAAQ19121-01 for Warren County Telecommunications.

NOW THEREFORE BE IT RESOLVED, to accept quote from BCS on behalf of Warren County Telecommunications for Brightmetrics Core Reporting; as attached hereto and a part hereof.

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

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

Resolution adopted this 27<sup>th</sup> day of February 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: c/a- Business Communication Specialists  
Telecom (file)

162 Main Street, Wadsworth, OH 44281  
 P: 330.335.7276 • F: 330.335.7275  
 www.bcsip.com

**Number** AAAQ19121-01  
**Date** Feb 7, 2024

Buyer Info	Ship To	Vendor Contact Info
<b>Warren County</b> Paul Kindell 500 Justice Dr, LL Lebanon, OH 45036-2523 United States  <b>Phone</b> (513)695-1318 <b>Fax</b> (513)695-2973	<b>Warren County</b> Paul Kindell 500 Justice Dr, LL Lebanon, OH 45036-2523 United States  <b>Phone</b> (513)695-1318 <b>Fax</b> (513)695-2973	Doug Demiter  330-335-7276 dougd@bcsip.com

Qty	Description	Unit Price	Total Price
1	Brightmetrics Core Reporting & Analytics (Per year) (500 + Users)	\$2,189.00	\$2,189.00
1	Brightmetrics Contact Center Analytics (Per year) (25-74 Agents)	\$2,189.00	\$2,189.00

This quote has been created based on the facts as Business Communication Specialists knows them regarding the environment being quoted at the time of the quote. The Client agrees to be responsible for the cost of any additional hardware, software, licenses and labor that are a result of a client change request to this quote.

*Due to the rapidly changing nature of the computer and IT industry, quotes are guaranteed for 30 days.*

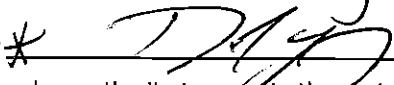
See Standard Terms and Conditions for Payment Terms

<b>SubTotal</b>	\$4,378.00
<b>Tax</b>	\$0.00
<b>Shipping</b>	\$0.00
<b>Total</b>	<b>\$4,378.00</b>

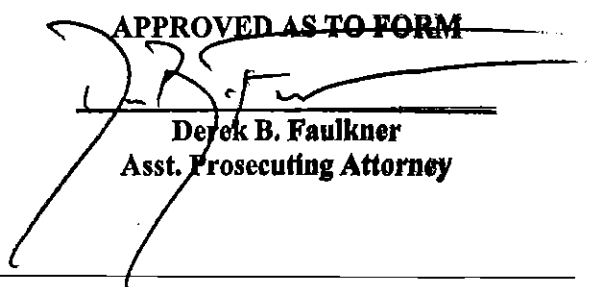
Signature of Acceptance

Print Name: David Young

Date: 2-27-24

Signature: 

Signatory has authority to execute the contract and hereby acknowledges and agrees that the terms and conditions contained within this Quote and Standard Terms and Conditions provided herewith, shall apply to all Customer-executed PO's. The parties agree that facsimile signatures shall be as effective as originals.

**APPROVED AS TO FORM**  
  
**Derek B. Faulkner**  
 Asst. Prosecuting Attorney



**BUSINESS  
COMMUNICATION  
SPECIALISTS**

162 Main Street  
Wadsworth, OH 44281  
Phone: 330.335.7276 Fax: 330.335.7275  
www.businesscommunicationspecialists.com

## **Warren County Standard Terms and Conditions**

Thank you for considering Business Communication Specialists (BCS) for your Voice Technology needs. The following are the specific terms of this proposal, with the responsibilities of each party noted. Any of the following terms or conditions that are addressed on this Standard Terms and Conditions will be superseded by the details as specified on the face of the proposal.

### **Payment Terms**

- 1) **Hardware and Software:** 100% of ShoreTel and Extreme hardware and software costs will be paid after delivery of the same (approximately 7 days after receipt of valid invoice).
- 2) **Maintenance, Installation, etc.:** 100% due upon project completion.

### **Rescheduling Fee**

BCS reserves the right to charge a rescheduling fee for scheduled implementations that are postponed by the customer on short notice. If the rescheduling occurs within 7 days of the scheduled time, the fee is \$1,000. If the rescheduling occurs between 8-14 days of the scheduled time, the fee is \$500.

### **Warranty & Additional Notes**

BCS sells only the highest quality of products. All items sold do not have a BCS warranty. Only the manufacturer's warranty will apply. Labor required to facilitate obtaining the warranty replacement will be invoiced according to current standard rates. *Keep all original boxes for the length of warranty per each manufacturer's user manual. BCS is not responsible to refund warranty items without the original box and all accessories. BCS disclaims any and all warranties, express or implied, including but not limited to all warranties of merchantability and fitness for use for a particular purpose with respect to any and all goods/services that are the subject of this contract.*

### **Technical Support**

Additional customer support is provided in a variety of ways depending on the nature of the need. This includes personal assistance over the telephone, on-site visits, remote connection to the users system through telecommunication software, fax back communication and by written documentation. This support is invoiced weekly in 15-minute increments using the applicable rate schedule, with a minimum of one hour for onsite visits. When incidental expense, including, but not limited to, travel, lodging, meals, etc., is incurred for the additional support, customer agrees to reimburse all reasonable costs.

### **License Agreement**

All licenses are a one-time fee with no recurring charges for use of the software as purchased and supplied.

### **Limit of Remedy:**

BCS's entire liability is limited to the amount paid by the customer under the terms of this Agreement and customer hereby waives any and all rights to consequential and/or punitive damages. This contract shall be construed in accordance with the laws of the State of Ohio without resort to conflict of laws principles. In the event that a claim/dispute arises between the parties with respect to this contract, the jurisdiction for this event will be in the County of Warren, Ohio.

# Resolution

Number 24-0291

Adopted Date February 27, 2024

AUTHORIZING THE PRESIDENT OF BOARD TO SIGN THE TASK COMPLETION REPORT FOR CENTRAL SQUARE TECHNOLOGIES ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified, and recommended that the Board of County Commissioners sign the Central Square Technologies Task Completion Report AVD-1.

NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the Central Square Technologies Completion Report AVD-1 as attached hereto and made a part hereof.

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

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

Resolution adopted this 27<sup>th</sup> day of February 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: c/a—Central Square Technologies  
Telecom (file)



# CENTRALSQUARE

## Warren County OH

### Quote Q-111284

## Task Completion Report – AVD 1

**Reference:** Automated Voice Dispatching Locution Interface

**Effective Date:** 2/9/2024

The purpose of this Task Completion Report ("TCR") is to document the mutual acceptance between CentralSquare, and the Client of the items listed in this TCR, in reference to the Automated Voice Dispatching Locution Interface; Q-111284; PR-007429; SO-71377.

**Completion of Project Deliverable:**

The following Project Deliverable(s) have been completed:

- 1. Automated Voice Dispatching Locution Interface

Notes: Completed testing on 01/31/2024

Mailed to: Warren County Telecommunications  
Attn: Accounts Payable  
500 Justice Dr.  
Lebanon, OH 45036

**Acknowledgement:**


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

Description	Amount
PSJE - Automated Voice Dispatching - Project Management Services - 100% Due on Completion	\$780.00
PSJE - Automated Voice Dispatching - Technical Services - 100% Due on Completion	\$3900.00
<b>Total</b>	<b>\$4680.00</b>

The Client is responsible for approving and executing this TCR within five (5) business days of receipt. If Client rejects this TCR, Client must provide written notice detailing the reason(s) why this TCR cannot be approved. If Client does not execute, or provide rejection notice, within five (5) business days, this TCR will be deemed accepted. Acceptance of this TCR will close out the deliverable(s), milestone(s), and/or project,

as applicable. If the effective date of this TCR is in the past, you will be responsible for 1 or more years of back maintenance. Any delays in the execution or acceptance of this Document- may result in a project slowdown or stoppage.

Please sign and return this document to CentralSquare.

Approvals	
Client Project Manager	Print Name: Sonya Covington
	Signature:  Date: 02/09/2024
CentralSquare Authorized Approver	Print Name:
	Signature: *  Date: 2-27-24

# Resolution

Number 24-0292

Adopted Date February 27, 2024

AUTHORIZE WARREN COUNTY SANITARY ENGINEER OR DEPUTY SANITARY ENGINEER TO PREPARE AND SUBMIT A NOMINATION FORM TO PARTICIPATE IN WATER SUPPLY REVOLVING LOAN ACCOUNT (WSRLA) PROGRAM FOR 2025, AND TO EXECUTE CONTRACTS, AS REQUIRED, FOR THE DESIGN AND CONSTRUCTION OF THE RICHARD A. RENNEKER ION EXCHANGE UPGRADES

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

WHEREAS, the Warren County Water and Sewer Department is planning to make capital improvements to the Richard A. Renneker Treatment Plants, ion exchange treatment upgrades; and

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

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

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

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

Resolution adopted this 27<sup>th</sup> day of February 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Water/Sewer (file)

# Resolution

Number 24-0293

Adopted Date February 27, 2024

## CERTIFYING DELINQUENT WATER AND/OR SEWER ACCOUNTS – WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, pursuant to Section 7.05G, Warren County Rules and Regulations, all delinquent water and/or sewer accounts with an unpaid balance may be certified to the property owner's real estate tax record.

NOW THEREFORE BE IT RESOLVED, to certify the attached list of delinquent water and/or sewer accounts to the property owner's real estate tax record. A copy of which is attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that the Clerk of this Board is hereby directed to forward a copy of this resolution to the Warren County Auditor.

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

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

Resolution adopted this 27<sup>th</sup> day of February 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

jkl

cc: Auditor \_\_\_\_ (certified)  
Water/Sewer (file)



**2024 Certification of Delinquent Water/Sewer Accounts**  
**District 6 CARLISLE SEWER**

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
CAMPBELL, DARRIS C. & *	8435 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601011	1605879	207201007	0.00	215.76	0.00	215.76
COON, TIMOTHY	8471 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601014	1605852	207201005	0.00	215.76	0.00	215.76
WEAVER, CHARLES	8500 KINGSTON DR	FRANKLIN OH	45005	0601048	1614967	207181011	0.00	215.76	0.00	215.76
NEACE, HENRY & ELSIE	8516 KINGSTON DR	FRANKLIN OH	45005	0601049	1614959	207181010	0.00	215.76	0.00	215.76
FOX, AARON J. & TARA M.	8594 KINGSTON DR	FRANKLIN OH	45005	0601055	1614886	207181004	0.00	215.76	0.00	215.76
COON, TIM SHAWN & KIM S	6678 BERWICK DRIVE	FRANKLIN OH	45005	0601059	1614835	207181001	0.00	116.14	0.00	116.14
OTTO, DENNIS M.	6704 BERWICK DRIVE	FRANKLIN OH	45005	0601062	1614819	207180001	0.00	215.76	0.00	215.76
MURRAY, TIMOTHY J. & VA	8497 FOXBORO COURT	FRANKLIN OH	45005	0601071	1612441	207202009	0.00	215.76	0.00	215.76
RUDD, VAN A. & DONNA S.	8530 FOXBORO COURT	FRANKLIN OH	45005	0601076	1612492	207129016	0.00	215.76	0.00	215.76
GREEN, KIMBERLY	6871 LANCASTER DRIVE	FRANKLIN OH	45005	0601088	1612646	207129010	0.00	143.84	0.00	143.84
HAMM, AMBER N.	6884 LANCASTER DRIVE	FRANKLIN OH	45005	0601098	1612743	207202002	0.00	143.84	0.00	143.84
BRINKLEY, WILLIAM D.	8441 KINGSTON DR	FRANKLIN OH	45005	0601137	1615041	207255005	0.00	287.68	0.00	287.68
BALDWIN, SUSAN E.	8467 KINGSTON DR	FRANKLIN OH	45005	0601140	1615076	207255003	0.00	215.76	0.00	215.76
NETHERLY, BARBARA JOA	8642 KINGSTON DR	FRANKLIN OH	45005	0601160	1615211	207178005	0.00	215.76	0.00	215.76
KROEGER, DENISE M. & *	6691 BERWICK DR.	FRANKLIN OH	45005	0601165	1615289	207178001	0.00	215.76	0.00	215.76
LETSON, LINDA	6769 BERWICK DRIVE	FRANKLIN OH	45005	0601170	1615343	207133003	0.00	215.76	0.00	215.76
WILLIAMS, MATTHEW & JA	6841 CASTLEBROOK DRIVE	FRANKLIN OH	45005	0601399	1615416	207131006	0.00	215.76	0.00	215.76
RAUCH, HEATHER A. & SH	6980 TORRINGTON DRIVE	FRANKLIN OH	45005	0601405	1615475	207131001	0.00	215.76	0.00	215.76
BOWMAN, DANA S	6957 CASTLEBROOK DRIVE	FRANKLIN OH	45005	0601406	1615483	207102022	0.00	215.76	0.00	215.76
WHITAKER, AUDREY Y.	8709 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601407	1601512	207102014	0.00	143.84	0.00	143.84
HENRY, JACKIE E.	8765 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601410	1607481	207102011	0.00	287.68	0.00	287.68
HOLLON, RITA M.	8981 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601423	1605917	207102018	0.00	215.76	0.00	215.76
WAGES, BRIAN E. & MANS	8599 TRENTON-FRANK RD.	FRANKLIN OH	45005	0601440	1605763	207126016	0.00	215.76	0.00	215.76
BAIL, GERALDINE *	8617 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601441	1605046	207126004	0.00	215.76	0.00	215.76
DAY, RANDY LEE	8635 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601442	1603272	207126003	0.00	215.76	0.00	215.76
DAY, KIMBERLY K.	6896 CASTLEBROOK DRIVE	FRANKLIN OH	45005	0601452	1614673	207127017	0.00	215.76	0.00	215.76
WOLFE, LAURA J. & *	6764 BERWICK DRIVE	FRANKLIN OH	45005	0601459	1614762	207128013	0.00	215.76	0.00	215.76

## 2024 Certification of Delinquent Water/Sewer Accounts

## District 6 CARLISLE SEWER

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
MOBLEY, KATRINE L & *	8639 NANWICH COURT	FRANKLIN OH	45005	0601469	1612271	207128002	0.00	185.29	0.00	185.29
LAMKIN, RUSSELL E. & *	8633 CHESHIRE COURT	FRANKLIN OH	45005	0601480	1612158	207127003	0.00	215.76	0.00	215.76
FRIESZELL, REBECCA A.	8421 HEATHER COURT	FRANKLIN OH	45005	0601542	1612875	206453003	0.00	215.76	0.00	215.76
GONZALEZ PEREZ, ANDRE	8062 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601569	1603621	206476010	0.00	215.76	0.00	215.76
YOUNG, LARRY W. & PATR	7223 MARTZ-PAULIN RD.	FRANKLIN OH	45005	0601576	1611305	206476002	0.00	215.76	0.00	215.76
MILLIGAN, RODNEY & KELL	7950 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601599	1610988	205351003	0.00	215.76	0.00	215.76
TURBEN, BRENT J.	7865 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601631	1600711	205352009	0.00	215.76	0.00	215.76
HALL, SHARON, *	7937 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601636	1604091	205352005	0.00	215.76	0.00	215.76
FREDERICK, KENNETH J. *	7949 FRANKLIN_TRENTON	FRANKLIN OH	45005	0601637	1609963	205352004	0.00	215.76	0.00	215.76
MINGE, ANDREW & AMAND	8246 TIMBER FALL CT	FRANKLIN OH	45005	0601693	1620065	205154009	0.00	137.68	0.00	137.68
SPRINKLE, TERRY L. & *	7836 TIMBERWIND TRAIL	CARLISLE OHIO	45005	0601698	1620157	205326011	0.00	215.76	0.00	215.76
KIDWELL, EMERY & VICKIE	7482 TIMBER VALLEY DR	FRANKLIN OHIO	45005	0601710	1620190	205326022	0.00	143.84	0.00	143.84
LARKIN STREET HOMES, L	7453 TIMBER VALLEY	CARLISLE OHIO	45005	0601720	1620200	205320013	0.00	215.76	0.00	215.76
OTT, ALEXIS NICOLE & *	7491 TIMBER VALLEY	CARLISLE OH	45005	0601725	1620205	205320008	0.00	215.76	0.00	215.76
FONDAW, JUSTIN & LAUR	7489 TIMBER WILD WAY	FRANKLIN OHIO	45005	0601745	1620167	205302016	0.00	215.76	0.00	215.76
QUILLEN, ROBERT RAY	7351 TIMBER WOLF DR	FRANKLIN OHIO	45005	0601779	1620220	205302020	0.00	287.68	0.00	287.68
BANKS, JESSICA KATHLEE	7823 MARTZ-PAULIN ROAD	FRANKLIN OH	45005	0602022	1608177	206277015	0.00	215.76	0.00	215.76
BRAY, SHARON LOUISE	8066 SHARON COURT	FRANKLIN OH	45005	0602029	1601091	206229003	0.00	215.76	0.00	215.76
TEAGUE, WILLARD H & CA	8190 TRAVIS COURT	FRANKLIN OH	45005	0602047	1613073	206226003	0.00	215.76	0.00	215.76
PIERMAN, JOHN M.	8149 MARTZ-PAULIN ROAD	CARLISLE OH	45005	0602069	1600982	131400018	0.00	215.76	0.00	215.76
NISBET, SEANA & RUSSEL	8751 MARTZ-PAULIN RD.	FRANKLIN OH	45005	0602120	1600648	132152020	0.00	215.76	0.00	215.76
MINTON, ROBERT H. & SHA	8878 TWINCREEK DR	FRANKLIN OH	45005	0602125	1607707	132152016	0.00	215.76	0.00	215.76
HASTY, CRAIG VERNON & *	8780 TWINCREEK DR	FRANKLIN OH	45005	0602128	1604589	132152001	0.00	215.76	0.00	215.76
ROBINSON, GREGORY A.	8635 TWINCREEK DR	FRANKLIN OH	45005	0602149	1605828	132151019	0.00	215.76	0.00	215.76
DIVIS, GARY E.	8691 TWINCREEK DR	FRANKLIN OH	45005	0602152	1606786	132151016	0.00	215.76	0.00	215.76
MC INTOSH, NATHAN DAVI	8760 ORIOLE DRIVE	CARLISLE OH	45005	0602217	1607171	132204011	0.00	215.76	0.00	215.76
SANDLIN, MICHAEL & STE	7553 FLAMINGO DRIVE	FRANKLIN OH	45005	0602250	1605089	132176017	0.00	215.76	0.00	215.76
BOWMAN, JEREMY LLOYD &	7519 FINCH COURT	FRANKLIN OH	45005	0602266	1600371	132128019	0.00	215.76	0.00	215.76

**2024 Certification of Delinquent Water/Sewer Accounts**  
**District 6 CARLISLE SEWER**

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
MC LEAN, DAVID H.	8887 ORIOLE DRIVE	FRANKLIN OH	45005	0602273	1606727	132202004	0.00	215.76	0.00	215.76
LARKIN STREET HOMES L	8630 MEADOWLARK DRIVE	FRANKLIN OH	45005	0602295	1603957	132176009	0.00	215.76	0.00	215.76
BARROW, BENNY L. & SAN	8547 STARLING CIRCLE	CARLISLE OH	45005	0602314	1604309	132177008	0.00	215.76	0.00	215.76
WEISSMAN, ANTON & *	8564 MARTZ-PAULIN RD.	FRANKLIN OH	45005	0602410	1610058	132326001	0.00	215.76	0.00	215.76
WORKMAN, ANDREW S. &	7790 MYRTLE DR	FRANKLIN OH	45005	0602421	1600621	132303007	0.00	215.76	0.00	215.76
B & B PROPERTIES, LLC	7842 DIAN AVENUE	FRANKLIN OH	45005	0602430	1611283	132304008	0.00	215.76	0.00	215.76
B & B PROPERTIES, LLC	7761 DIAN AVENUE	CARLISLE OH	45005	0602441	1609904	132305011	0.00	215.76	0.00	215.76
MORRIS, ANDREA	7873 DIAN AVE	FRANKLIN OH	45005	0602447	1610422	132305005	0.00	215.76	0.00	215.76
MEYER, BERNIDA A.	7707 LYN DRIVE	CARLISLE OH	45005	0602465	1608339	132354017	0.00	215.76	0.00	215.76
ROSE, DAVID L. & CRYSTA	7759 LYN DRIVE	CARLISLE OH	45005	0602469	1607936	132354015	0.00	215.76	0.00	215.76
BARRETT, STEVEN B. & *	7789 LYN DRIVE	FRANKLIN OH	45005	0602471	1600541	132354013	0.00	215.76	0.00	215.76
MEYER, LEWIS A. & MIRAC	7702 LYN DRIVE	FRANKLIN OH	45005	0602487	1604449	132353022	0.00	215.76	0.00	215.76
ABUFARHAH, SARAH	7795 KAY STREET	FRANKLIN OH	45005	0602491	1601008	132353011	0.00	115.76	0.00	115.76
SAVAGE, SHERRI L.	8072 SUE AVENUE	FRANKLIN OH	45005	0602505	1607359	132354004	0.00	215.76	0.00	215.76
MYERS, RACHEL	7864 MARCIA DRIVE	FRANKLIN OH	45005	0602508	1603744	132354009	0.00	115.76	0.00	115.76
WISE, JAIME M.	7901 MARCIA DRIVE	FRANKLIN OH	45005	0602509	1601547	132355002	0.00	215.76	0.00	215.76
B & B PROPERTIES, LLC	8211 SUE AVENUE	CARLISLE OH	45005	0602524	1606972	132351008	0.00	215.76	0.00	215.76
B & B PROPERTIES, LLC	8176 MARTZ-PAULIN ROAD	FRANKLIN OH	45005	0602527	1605135	132351002	0.00	215.76	0.00	215.76
GLIDDEN, JOHN M JR.	8018 MARTZ-PAULIN ROAD	FRANKLIN OH	45005	0602536	1604457	132352013	0.00	215.76	0.00	215.76
BECKER, JANET E. & BOOH	7958 DUBOIS ROAD	FRANKLIN OH	45005	0602537	1609009	132352014	0.00	215.76	0.00	215.76
PERDUE, JAMES S., JR.	7926 KAYE DRIVE	FRANKLIN OH	45005	0602544	1600788	205126010	0.00	150.38	0.00	150.38
STURGIS, ELLIOTT	7816 KAYE DRIVE	FRANKLIN OH	45005	0602570	1609769	205128007	0.00	215.76	0.00	215.76
HURSH, DIANE	7786 GAYLE DRIVE	FRANKLIN OH	45005	0602597	1605577	205105008	0.00	215.76	0.00	215.76
ISBEL, PAUL E & KRISTI	7686 ANNE DRIVE	FRANKLIN OH	45005	0602606	1600117	205152005	0.00	215.76	0.00	215.76
RAY, JORDAN S.	7664 ANNE DRIVE	FRANKLIN OH	45005	0602607	1607383	205152006	0.00	215.76	0.00	215.76
PORTER, STEPHEN D.	7695 JILL LANE	FRANKLIN OH	45005	0602622	1609149	205154006	0.00	215.76	0.00	215.76
MC KNIGHT, CLINTON & M	7881 JILL LANE	FRANKLIN OH	45005	0602630	1603817	205153008	0.00	143.84	0.00	143.84
ALEXANDER, JAMES W. & S	7903 JILL LANE	CARLISLE OH	45005	0602631	1609971	205153007	0.00	215.76	0.00	215.76

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**District 6 CARLISLE SEWER**

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
BAILEY, RUTH P.	7927 JILL LANE	FRANKLIN OH	45005	0602632	1600109	205153006	0.00	215.76	0.00	215.76
STACY, BRIAN T. & *	7947 JILL LANE	CARLISLE OH	45005	0602633	1611089	205153005	0.00	215.76	0.00	215.76
CONDER, KEVIN RONALD	7685 ANNE DRIVE	FRANKLIN OH	45005	0602639	1604597	205151011	0.00	215.76	0.00	215.76
SCHUL, MARTIN E. & STEP	7945 LOWE DRIVE	CARLISLE OH	45005	0602641	1603027	205151009	0.00	215.76	0.00	215.76
STIDHAM, JONATHAN	7872 LOWE DRIVE	FRANKLIN OH	45005	0602645	1606476	205104014	0.00	215.76	0.00	215.76
ROUTSON, JACOB A. & TI	7851 ANNE DRIVE	FRANKLIN OH	45005	0602663	1607871	205103012	0.00	215.76	0.00	215.76
CORWIN, PEYTON	7804 SHERI LANE	FRANKLIN OH	45005	0602669	1602403	205102016	0.00	215.76	0.00	215.76
GRIFFIN, LESLEE	7708 MARTZ-PAULIN RD.	FRANKLIN OH	45005	0602696	1604244	205151002	0.00	142.68	0.00	142.68
COCHRAN, CHRISTOPHER W	7596 MARTZ-PAULIN RD.	FRANKLIN OH	45005	0602702	1605755	205151008	0.00	122.75	0.00	122.75
BLACKFORD, KYLE	7482 MARTZ-PAULIN RD.	FRANKLIN OH	45005	0602706	1608533	205301001	0.00	143.84	0.00	143.84
HECKLER, JOHN J	7458 MARTZ-PAULIN RD.	FRANKLIN OH	45005	0602707	1608576	205301002	0.00	215.76	0.00	215.76
JOHNSON, JANET A. & *	7633 GAYL DRIVE	FRANKLIN OH	45005	0602710	1608932	205152011	0.00	215.76	0.00	215.76
ODITT, RANDY G.	7665 GAYL DRIVE	FRANKLIN OH	45005	0602712	1605984	205152009	0.00	215.76	0.00	215.76
B & B PROPERTIES, LLC	8188 MARTZ-PAULLIN RD.	FRANKLIN OH	45005	0602810	1603922	132351001	0.00	215.76	0.00	215.76
ROBINSON, VICKI L	8791 DAYTON-OXFORD RD.	CARLISLE OH	45005	0604563	1606174	134202029	0.00	287.68	0.00	287.68
KRAUSE, MIKE	8801 DAYTON-OXFORD RD.	FRANKLIN OH	45005	0604565	1606344	134202020	0.00	215.76	0.00	215.76
A & A COOK ENTERPRISES	5405 DAYTON OXFORD RD	FRANKLIN OH	45005	0604581	1602195	134202044	0.00	143.18	0.00	143.18
WALSH, MICHAEL A.	8889 CAM DRIVE	CARLISLE OH	45005	0604597	1603914	134128014	0.00	215.76	0.00	215.76
HURT, KENNETH C.	8929 CAM DRIVE	CARLISLE OH	45005	0604599	1609068	134128012	0.00	215.76	0.00	215.76
ROBINSON, LINDA L AKA *	5631 FAIRVIEW AVENUE	CARLISLE OH	45005	0604976	1602918	134126026	0.00	303.44	0.00	303.44
ALEXANDER, ANTHONY L. &	5797 FAIRVIEW AVENUE	CARLISLE OH	45005	0604987	1608665	134101004	0.00	215.76	0.00	215.76
KERNS, CHARLES STEWAR	9306 DAYTON-OXFORD RD.	FRANKLIN OH	45005	0605001	1605691	127426001	0.00	215.76	0.00	215.76
BUTLER, LEROY B., JR. & *	5104 MONTGOMERY AVE	FRANKLIN OH	45005	0605013	1603736	127426013	0.00	215.76	0.00	215.76
JOHNSON, ROGER D. & SH	9138 HERITAGE ROAD	CARLISLE OH	45005	0605024	1604279	127477010	0.00	215.76	0.00	215.76
BAKER, JON RYAN & HEAT	5229 MONTGOMERY AVE	FRANKLIN OH	45005	0605045	1605003	127476002	0.00	215.76	0.00	215.76
BANGE, PAUL L. & MARY E.	9143 KIPTON DRIVE	FRANKLIN OH	45005	0605059	1602004	127455012	0.00	215.76	0.00	215.76
SIMPSON, MARIA NICHOLE	9219 KIPTON DRIVE	FRANKLIN OH	45005	0605063	1608487	127455008	0.00	143.84	0.00	143.84
LARSON, BRENDA K.	8919 PEBBLESTONE CT	CARLISLE OH	45005	0605118	1618210	206354004	0.00	143.84	0.00	143.84

**2024 Certification of Delinquent Water/Sewer Accounts**  
**District 6 CARLISLE SEWER**

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
BAUGHN, THOMAS M.	8910 PEBBLESTONE CT.	CARLISLE OH	45005	0605122	1618253	206354008	0.00	215.76	0.00	215.76
GILDOW, ERIC J. & WILLI	7162 PINWOOD DR	CARLISLE OH	45005	0605126	1618296	206358002	0.00	215.76	0.00	215.76
BERRY, RYAN & CHRISTIN	7214 BROOKSTONE DR	CARLISLE OH	45005	0605138	1618415	206362002	0.00	215.76	0.00	215.76
TAYLOR, NATHAN A. & KEE	8893 PEBBLESTONE CT.	CARLISLE OH	45005	0605147	1618180	206354002	0.00	215.76	0.00	215.76
STAGGS, JASON S. & CHRI	7430 BROOKSTONE DR	CARLISLE OH	45005	0605161	1618660	206362007	0.00	215.76	0.00	215.76
DUFF, KENNETH D.	7239 BROOKSTONE DR	CARLISLE OH	45005	0605180	1618504	206358013	0.00	215.76	0.00	215.76
HERBERT, CHRISTY D.	7415 BROOKSTONE DR	FRANKLIN OH	45005	0605191	1618628	206322005	0.00	143.84	0.00	143.84
WALLACE, TEENA M.	7310 BROOKSTONE DRIVE	FRANKLIN OH	45005	0605196	1618759	206362016	0.00	215.76	0.00	215.76
WOODSON, RONALD E. & R	7296 BROOKSTONE	CARLISLE OH	45005	0605197	1618768	206362017	0.00	215.76	0.00	215.76
WALKER, CALVIN E. & SAM	7256 BROOKSTONE CT	FRANKLIN OH	45005	0605200	1618792	206362020	0.00	215.76	0.00	215.76
COTTON, NATHAN L.	7222 PINWOOD DR	CARLISLE OH	45005	0605205	1619195	206358024	0.00	143.84	0.00	143.84
WEBB, LISA G. & MICHAEL	8925 PERRY AVE	CARLISLE OH	45005	0605210	1619241	206354013	0.00	175.76	0.00	175.76
BLANTON, WILLIAM	7140 FRANKLIN-MADISON	CARLISLE OH	45005	0605218	1619322	206354021	0.00	215.76	0.00	215.76
COKELEY, MELINDA DENI	8940 PERRY AVE	CARLISLE OH	45005	0605226	1618970	206322026	0.00	215.76	0.00	215.76
OLIVER, CHRIS ALAN & ANG	8924 PERRY AVE	CARLISLE OH	45005	0605227	1618989	206322025	0.00	215.76	0.00	215.76
CAMPBELL, BOBBY & ROB	8910 PERRY AVE	CARLISLE OH	45005	0605228	1618997	206322024	0.00	215.76	0.00	215.76
LONG, AMANDA ELAINE	7326 PINWOOD DR	CARLISLE OH	45005	0605242	1619136	206322010	0.00	215.76	0.00	215.76
BASS, HEATHER	8736 FRANKLIN-TRENTON	CARLISLE OH	45005	0605352	1619500	206368013	0.00	215.76	0.00	215.76
RYAN, NICHOLAS A. & *	8737 APPLERIDGE CT	CARLISLE OH	45005	0605358	1619560	206368019	0.00	215.76	0.00	215.76
TURNMIRE, JEREMY	8698 APPLERIDGE CT	CARLISLE OH	45005	0605363	1619616	206362025	0.00	215.76	0.00	215.76
FITZPATRICK, RALPH	8731 BUTTERFIELD CT	CARLISLE OH	45005	0605369	1619675	206362031	0.00	215.76	0.00	215.76
STACY, CHRISTOPHER E. &	8730 BUTTERFIELD CT	CARLISLE OH	45005	0605372	1619705	206362034	0.00	215.76	0.00	215.76
SIMPSON, TIMOTHY L.	8659 SWEETBRIAR CT	FRANKLIN OH	45005	0605392	1620025	206362054	0.00	215.76	0.00	215.76
BOOTH, JACOB R. & *	8656 PLUM CREEK CT	CARLISLE OH	45005	0605419	1620083	206362081	0.00	143.84	0.00	143.84
PARKER, MELVIN D.,JR &*	8686 WINDSONG CT	FRANKLIN OH	45005	0605429	1620093	206362091	0.00	123.06	0.00	123.06
GOSS, RACHEL L.	7472 COUNTRY WALK DR	FRANKLIN OH	45005	0605436	1620100	206362098	0.00	215.76	0.00	215.76
ZEPP, WILLIAM L.	7332 COUNTRY WALK DR	CARLISLE OH	45005	0605446	1620110	206393027	0.00	226.55	0.00	226.55
							0.00	28,524.99	0.00	28,524.99

**2024 Certification of Delinquent Water/Sewer Accounts**  
**District 7 DALE ACRES - SEWER**

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
SELLS, BRADLEY & TARA	10329 ELIZABETH ST.	GOSHEN OH	45122	0700016	2617251	1713152014	0.00	114.07	0.00	114.07
HOUSTON, ROBYN M.	10465 ELIZABETH ST.	GOSHEN OH	45122	0700026	2619121	1713152004	0.00	106.54	0.00	106.54
TERRY, WAYNE & LATISHA	10493 ELIZABETH ST.	GOSHEN OH	45122	0700028	2607484	1713152002	0.00	92.46	0.00	92.46
BAIN, JAMES R. ET AL:	10725 MURDOCK-COZADDAL	GOSHEN OH	45122	0700034	2622351	1713305005	0.00	92.46	0.00	92.46
GRIFFITH, SARAH T. & *	5335 VALLEY VIEW DR	MORROW OH	45152	0701187	2637358	1718170010	0.00	51.83	0.00	51.83
RIEGNER, LORA L.	5121 APPALOOSA CIRCLE	MORROW OH	45152	0704044	2633828	1724202010	0.00	169.04	0.00	169.04
HUGHES, RACHEL M. & *	5602 APPALOOSA CIRCLE	MORROW OH	45152	0704056	2634476	1724203037	0.00	174.53	0.00	174.53
SCHLAKE, BRADLEY ROBE	5275 APPALOOSA CIRCLE	MORROW OH	45152	0704073	2634493	1724202015	0.00	114.93	0.00	114.93
BOTIROV, DOSTON & *	5197 APPALOOSA CIRCLE	MORROW OH	45152	0704084	2634504	1724202026	0.00	144.29	0.00	144.29
GRIMES, CHRISTOPHER A.	5503 APPALOOSA CIRCLE	MORROW OH	45152	0704101	2635947	1724204034	0.00	92.51	0.00	92.51
CORELLI, RICHARD & MAR	5280 APPALOOSA CIRCLE	MORROW OH	45152	0704117	2635963	1724203052	0.00	211.42	0.00	211.42
WATSON, SCOTT & AMY C.	5454 APPALOOSA CIRCLE	MORROW OH	45152	0704180	2637407	1724203095	0.00	141.78	0.00	141.78
TALBOTT, ALEXUS	5218 SECRETARIAT DR	MORROW OHIO	45152	0705005	2635728	1724128005	0.00	174.54	0.00	174.54
MYERS, WYATT ADAM &	5195 MAN O'WAR DRIVE	MORROW OH	45152	0705025	2635737	1724130007	0.00	122.44	0.00	122.44
PARRIS, REBEKAH L. &	5257 MAN O'WAR DRIVE	MORROW OHIO	45152	0705072	2636534	1724144012	0.00	276.97	0.00	276.97
WRIGHT, RALPH E. & KELL	2660 AFFIRMED DR	MORROW OH	45152	0705098	2636560	1724263003	0.00	239.62	0.00	239.62
RUSSELL, ANTHONY & KI	5269 SECRETARIAT DR	MORROW OH	45152	0705149	2636776	1724128025	0.00	187.95	0.00	187.95
WEBB, DARRYL E., JR. & *	5253 SECRETARIAT DR	MORROW OH	45152	0705153	2636780	1724128021	0.00	171.47	0.00	171.47
PRUDEN, ANITA G. & *	2842 ALYSHEBA COURT	MORROW OHIO	45152	0705196	2638197	1724412008	0.00	99.14	0.00	99.14
TAIE, MOE	5811 CLASSICWAY BLVD	MORROW OHIO	45152	0705285	2638943	1724386011	0.00	65.14	0.00	65.14
HOLZER, ALEXANDER & *	2776 ARISTIDES CT	MORROW OHIO	45152	0705345	2638759	1724424032	0.00	116.23	0.00	116.23
RODRIGUEZ, MARIA LAUR	5750 AZRA CT	MORROW OHIO	45152	0705433	2639184	1724462005	0.00	122.15	0.00	122.15
MARK EFSTRATIOU	5982 OUTLOOK CT	MORROW OH	45152	0705455	2639367	1724381005	0.00	81.72	0.00	81.72
LISA PREWITT	5964 OUTLOOK CT	MORROW OH	45152	0705460	2639370	1724381002	0.00	155.86	0.00	155.86
BALL, RONALD R., III	3027 YELLOWTAIL TERR	MORROW OHIO	45152	0706019	2635999	1718110019	0.00	153.51	0.00	153.51
DECKER, CHRISTOPHER T.	3123 VILLAGE VIEW LN	MORROW OH	45152	0706058	2636038	1718110058	0.00	99.33	0.00	99.33
SNYDER, DANA & ERIC	3167 MORNING MIST DR	MORROW OHIO	45152	0706192	2638289	1718135001	0.00	203.95	0.00	203.95

**2024 Certification of Delinquent Water/Sewer Accounts**  
**District 7 DALE ACRES - SEWER**

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
BAHROMOV, TOSHTEMIR	3235 SHADOW RIDGE CT	MORROW OH	45152	0706294	2638869	1718190016	0.00	193.84	0.00	193.84
D.R.HORTON-INDIANA, LLC	5060 LAKEVIEW DR	MORROW OH	45152	0706336	2639312	1718134013	0.00	116.74	0.00	116.74
D.R. HORTON-INDIANA, LL	3355 HOPE LN	MORROW OH	45152	0706360	2639336	1718144012	0.00	128.61	0.00	128.61
TIGISHVILI, BADRI	1182 SINCLAIR DR	MAINEVILLE OH	45039	0743006	2636848	1728126006	0.00	261.51	0.00	261.51
KRUMMEN, KRISTY & *	7565 TURNBERRY CT	MAINEVILLE OH	45039	0743028	2636870	1728104035	0.00	225.15	0.00	225.15
GETZ, BRANDON S.	7551 TURNBERRY CT	MAINEVILLE OH	45039	0743029	2636871	1728104036	0.00	233.50	0.00	233.50
LIKE, EVAN K. & NICOLE E.	1455 EAGLE CT	MAINEVILLE OH	45039	0744029	2637180	1728335010	0.00	250.18	0.00	250.18
STREFELT, KIMBERLY A. & *	1509 SOARING WAY	MAINEVILLE OHIO	45039	0744042	2637193	1728335023	0.00	148.13	0.00	148.13
GUSTAVE, NELSON & DAT	1375 EAGLE BLVD	MAINEVILLE OHIO	45039	0744085	2638703	1728349011	0.00	90.45	0.00	90.45
ANORBOEV, JAHONGIR	7853 ELLINGTON CT	MAINEVILLE OHIO	45039	0744152	2639054	1728341002	0.00	58.84	0.00	58.84
TLEPOV, SABIT	1288 SOARING WAY	MAINEVILLE OHIO	45039	0744193	2639079	1728322007	0.00	54.17	0.00	54.17
OBIDOV, DALER &	1360 SOARING WAY	MAINEVILLE OHIO	45039	0744202	2639088	1728322016	0.00	402.05	0.00	402.05
PATRICK, HOLLY & ALDEN	1595 KILBARRON DR	MORROW OHIO	45152	0745041	3205271	1728410014	0.00	92.46	0.00	92.46
HATTON, CLINTON M. & AB	1747 MOUNTS RD	MORROW OH	45152	0745913	3205224	1728470009	0.00	175.46	0.00	175.46
			41				0.00	6,206.97	0.00	6,206.97

# Resolution

Number 24-0294

Adopted Date February 27, 2024

## ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 2/20/24 and 2/22/24 as attached hereto and made a part hereof.

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

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

Resolution adopted this 27<sup>th</sup> day of February 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

/kp

cc: Auditor



# Resolution

Number 24-0295

Adopted Date February 27, 2024

## APPROVING VARIOUS RECORD PLATS

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

- Arbor Square Block H Replat – Deerfield Township

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

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

Resolution adopted this 27<sup>th</sup> day of February 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Plat File  
RPC

# Resolution

Number 24-0296

Adopted Date February 27, 2024

CREATING FUND #4462, ACCEPTING AN AMENDED CERTIFICATE, APPROVING A CASH ADVANCE AND A SUPPLEMENTAL APPROPRIATION FOR THE COUNTY ROAD NO. 182 BRIDGE #182-0.10 REHABILITATION PROJECT

WHEREAS, in order for the Warren County Engineer's Office to be able to encumber funds for the County Road No. 182 Bridge #182-0.10 Rehabilitation Project, it is necessary to create a new fund #4462, accept an amended certificate, approve a cash advance and a supplemental appropriation.

NOW THEREFORE BE IT RESOLVED, to create Fund #4462 and accept an Amended Certificate from the Budget Commission in the amount of \$263,050.00 for the County Road No. 182 Bridge #182-0.10 Rehabilitation Project; and

BE IT FURTHER RESOLVED, to approve the following cash advance and supplemental appropriation for the Engineer's Fund #4462 County Road No. 182 Bridge #182-0.10 Rehabilitation Project:

Cash Advance

\$263,050.00	from	2202-45556	(Advances of Cash Out)
	into	4462-45555	(Cash Advance In)

Supplemental Appropriation

\$263,050.00	into	44623130-5320	(Capital Purchases)
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Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 27<sup>th</sup> day of February 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor   
Amended Certificate file  
Supplemental App. file

Cash Advance file  
Engineer (file)  
OMB



# Resolution

Number 24-0297

Adopted Date February 27, 2024

APPROVING A CASH ADVANCE FROM THE COUNTY MOTOR VEHICLE FUND #2202 INTO THE STEPHENS ROAD BRIDGE #158-0.92 REPLACEMENT PROJECT FUND #4452

WHEREAS, Neil Tunison, Warren County Engineer, and appointing authority for the Stephens Road Bridge #158-0.92 Replacement Project has requested a cash advance until monies are received from fund #2202; and

WHEREAS, said cash advance will be repaid upon receipt of said funds from fund #2202.

NOW THEREFORE BE IT RESOLVED, to approve the following cash advance:

\$11,000.00 from 2202-45556 (Cash Advance Out)  
into 4452-45555 (Cash Advance In)

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

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

Resolution adopted this 27<sup>th</sup> day of February 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor   
Cash Advance File  
Engineer (file)  
OMB

# Resolution

Number 24-0298

Adopted Date February 27, 2024

APPROVING OPERATIONAL TRANSFER OF INTEREST EARNINGS FROM COMMISSIONERS FUND #11011112 INTO WATER FUNDS #5510, #5583, SEWER FUNDS #5580, AND #5575

WHEREAS, pursuant to Resolution #90-502, adopted May 3, 1990, and amended by Resolution #18-1854, adopted November 27, 2018, relative to the transfer of interest earned by the County on revenues earned on various funds held by the County to the benefit of the Water and Sewer system.

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfers of interest earnings for the period of January 2024:

\$ 39,787.11	from	#11011112 5997	(Operational Transfers)
	into	#5510 44100 55103200 AAREVENUE	(Water Revenue - Interest Earnings)
\$ 9,642.10	from	#11011112 5997	(Operating Transfers)
	into	#5575 44100 55753300 AAREVENUE	(Sewer Construction Project - Interest Earnings)
\$ 43,099.13	from	#11011112 5997	(Operational Transfers)
	into	#5580 44100 55803300 AAREVENUE	(Sewer Revenue - Interest Earnings)
\$ 5,046.61	from	#11011112 5997	(Operational Transfers)
	into	#5583 44100 55833200 AAREVENUE	Water Construction Projects - Interest Earnings)

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

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

Resolution adopted this 27<sup>th</sup> day of February 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

JS/

cc: Auditor   
Water/Sewer (file)

OMB  
Operational Transfer file

# Resolution

Number 24-0299

Adopted Date February 27, 2024

APPROVING AN APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF'S OFFICE FUND #11012210

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Sheriff's Office Fund #11012210 in order to process a vacation leave payout for Catherine Johns, former employee of Sheriff's Office - Corrections:

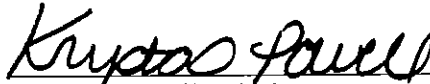
\$4,680.00	from	#11011110-5882	(Commissioners – Vacation Leave Payout)
	into	#11012210-5882	(Sheriff's Office – Vacation Leave Payout)

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

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

Resolution adopted this 27<sup>th</sup> day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor ✓  
Appropriation Adjustment file  
Sheriff (file)  
OMB

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

# Resolution

Number 24-0300

Adopted Date February 27, 2024

APPROVING AN APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF'S OFFICE FUND #11012210

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Sheriff's Office Fund #11012210 in order to process a vacation leave payout for Blake O'Clark, former employee of Sheriff's Office - Corrections:

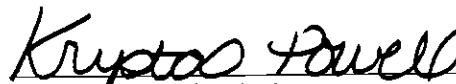
\$2,757.00	from	#11011110-5882	(Commissioners – Vacation Leave Payout)
	into	#11012210-5882	(Sheriff's Office –Vacation Leave Payout)

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

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

Resolution adopted this 27<sup>th</sup> day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor   
Appropriation Adjustment file  
Sheriff (file)  
OMB

# Resolution

Number 24-0301

Adopted Date February 27, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN EMERGENCY SERVICES/  
COMMUNICATIONS FUND #11012850

BE IT RESOLVED, to approve the following appropriation adjustment:

\$650.00      from #11012850-5102      (Dispatch Regular Salaries)  
                 into #11012850-5370      (Software Non Data Board)

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

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

Resolution adopted this 27<sup>th</sup> day of February 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor   
Appropriation Adj. file  
Emergency Services (file)



# Resolution

Number 24-0302

Adopted Date February 27, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES  
FUND #2273

BE IT RESOLVED, to approve the following appropriation adjustment:

\$3,520.00    from    #22735100-5400    (Purchase Services)  
                 into    #22735100-5310    (Vehicles Capital Outlay)

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

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

Resolution adopted this 27<sup>th</sup> day of February 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

jc/

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

# Resolution

Number 24-0303

Adopted Date February 27, 2024

APPROVING REQUISITIONS AND AUTHORIZING COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 27<sup>th</sup> day of February 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

/kp

cc:

Commissioners' file

## REQUISITIONS

Department	Vendor Name	Description	Amount	
ENG	FORD DEVELOPMENT CORPORATION	ENG.ROACHESTER-COZADDALE RD BR	\$ 478,171.90	*bid project
WAT	BELTING COMPANY OF CINCINNATI	WAT VARIABLE FREQUENCY DRIVE F	\$ 64,125.00	*capital purchase
WAT	LAKE ERIE ELECTRIC INC	WAT EMERGENCY INSTALLATION OF	\$ 5,304.00	*capital purchase
WAT	LAKE ERIE ELECTRIC INC	SEW EMERGENCY INSTALLATION OF	\$ 1,496.00	*capital purchase
ENG	CITY OF LEBANON	ENG. CVT-386 CITY OF LEBANON C	\$ 101,118.57	*resolution in packet
TEL	MARKETING SALES SOLUTIONS INC	TEL BCS BRIGHTMETRICS REPORTIN	\$ 4,378.00	*contract in packet
<del>CLK</del>	<del>QUADIENT LEASING USA INC</del>	<del>CLK MAILING SYSTEM</del>	<del>\$ 21,160.96</del>	<del>*contract in packet</del>
FAC	RIVER ROCK VENTURES INC	FAC PRECONSTRUCTION FEES	\$ 470,064.00	*RFP

2/27/2024 APPROVED:



Martin Russell, County Administrator