

Resolution

Number 22-1149

Adopted Date August 02, 2022

HIRE FAITH STONE AS BENEFITS SPECIALIST WITHIN THE WARREN COUNTY OFFICE OF MANAGEMENT AND BUDGET

BE IT RESOLVED, to hire Faith Stone as Benefits Specialist within the Office of Management and Budget, classified, full-time permanent status (40 hours per week), Pay Range #15, \$21.00 per hour, effective August 29, 2022 subject to a negative drug screen, background check and a 365-day probationary period.

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

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

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: OMB (file)
F. Stone's Personnel file
OMB-Sue Spencer

Resolution

Number 22-1150

Adopted Date August 02, 2022

HIRE TAMARA MAY AS BUSINESS MANAGER WITHIN WARREN COUNTY FACILITIES MANAGEMENT

BE IT RESOLVED, to hire Tamara May as Business Manager within Facilities Management, classified, full-time permanent status (40 hours per week), Pay Range #B, \$2,230.77 bi-weekly, effective September 6, 2022 subject to a negative drug screen, background check and a 365-day probationary period.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: FM (file)
T. May's Personnel file
OMB-Sue Spencer

Resolution

Number 22-1151

Adopted Date August 02, 2022

ACCEPT RESIGNATION OF SETH ADAMS, SEWER COLLECTIONS WORKER I, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE JULY 29, 2022

BE IT RESOLVED, to accept the resignation, of Seth Adams, Sewer Distribution Worker II, within the Warren County Water and Sewer Department, effective July 29, 2022.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 22-1152

Adopted Date August 02, 2022

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR MISTY MULLETT WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Misty Mullett, Eligibility Referral Specialist II within the Warren County Department of Job and Family Services, Human Services Division, has successfully completed a 365-day probationary period, effective May 24, 2022; and

NOW THEREFORE BE IT RESOLVED, to approve Misty Mullett's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$16.55 per hour effective pay period beginning June 4, 2022.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
M. Mullett's Personnel File
OMB – Sue Spencer

Resolution

Number 22-1153

Adopted Date August 02, 2022

ACCEPT RESIGNATION OF ELIZABETH KAUFMAN, PROTECTIVE SERVICES CASEWORKER II, WITHIN WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE AUGUST 11, 2022

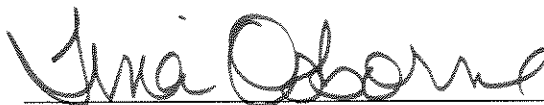
BE IT RESOLVED, to accept the resignation of Elizabeth Kaufman, Protective Services Caseworker II, within Warren County Job and Family Services, Children Services Division, effective August 11, 2022.

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

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

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 22-1154

Adopted Date August 02, 2022

APPROVE APPOINTMENT TO THE CHILD ABUSE AND NEGLECT PREVENTION REGIONAL ADVISORY BOARD

WHEREAS, Susan Walther has resigned her position and is no longer able to serve as a representative for Warren County on the Child Abuse and Neglect Prevention Regional Advisory Board; and

WHEREAS, Tanya Sellers, Deputy Director, with Warren County Children Services would like to be appointed to serve out the remainder of Ms. Walther's term; and

NOW THEREFORE BE IT RESOLVED, to approve the following appointment:

Tanya Sellers (replace Susan Walther) term to expire 03/27/23
Warren County Children Services
416 S. East Street
Lebanon, Ohio 45036

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

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

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Appointment file
Appointee
Children Services (file)
L. Lander

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1155

Adopted Date August 02, 2022

AUTHORIZE VICE-PRESIDENT OF THE BOARD TO SIGN PERMIT APPLICATION FROM THE OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL ON BEHALF OF THE WARREN COUNTY AGRICULTURAL SOCIETY

BE IT RESOLVED, to authorize the Vice-President of the Board to sign permit application from the Ohio Department of Commerce, Division of Liquor Control, on behalf of the Warren County Agricultural Society for the purpose of obtaining a liquor license during an event to be held on August 19, 2022; copy of said application is attached hereto and made a part hereof.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Ohio Department of Commerce, Division of Liquor Control
Agricultural Society (file)

Resolution

Number 22-1156

Adopted Date August 02, 2022

ENTER INTO A SUBRECIPIENT AGREEMENT WITH THE HEALTH COLLABORATIVE RELATIVE TO THE AMERICAN RESCUE PLAN – CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

BE IT RESOLVED, to enter into a Subrecipient Agreement with The Health Collaborative relative to the American Rescue Plan – Coronavirus State and Local Fiscal Recovery Funds, as attached hereto and made a part hereof; said Agreement to be effective upon execution.

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

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

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: c/a—The Health Collaborative
OGA (File)

**AMERICAN RESCUE PLAN – CORONAVIRUS STATE AND LOCAL FISCAL
RECOVERY FUNDS
BENEFICIARY GRANT AGREEMENT
between the
WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
and the
THE HEALTH COLLABORATIVE**

THIS GRANT AGREEMENT is made as of the date of the last signature below by and between the Board of County Commissioners of Warren County, Ohio (the “County”), with its principal place of business located at 406 Justice Drive, Lebanon, Ohio 45036 and the Health Collaborative (the “GRANTEE”), an Ohio corporation for non-profit, with its principal place of business located at 615 Elsinore Place, Cincinnati, Ohio 45212.

WHEREAS, the County is a local government recipient of funding pursuant to Section 9901 of the American Rescue Plan Act which amended Title VI of the Social Security Act to add section 603 which established the Coronavirus State and Local Fiscal Recovery Fund (hereinafter “ARPA”);

WHEREAS, ARPA funds received by the County may only be used, as follows: (a) to respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (b) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; (c) for provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and, (d) to make necessary investments in water, sewer, or broadband infrastructure.

WHEREAS, the County seeks to make expenditures to respond directly to the COVID-19 public health emergency and its negative economic impacts by providing direct assistance to certain non-profit entities that experienced impacts like decreased revenues or increased costs related to the pandemic; and

WHEREAS, Grantee is a non-profit organization that suffered decreased revenues and or increased costs due to the public health emergency and has demonstrated a need for direct

assistance to mitigate such financial hardship an eligible expenditure of ARPA funds pursuant to 31 CFR Part 35, Subpart A, Section 35.6(b)(3)(ii)(C), also known as the U.S. Department of Treasury Final Rule (hereinafter “the Final Rule”), and

WHEREAS, the County has authorized a grant of ARPA funds to GRANTEE to mitigate financial hardships incurred due to the COVID-19 public health emergency that meets the other criteria of section 603 of the Social Security Act and the Final Rule, as set forth more fully below.

NOW THEREFORE, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, it is agreed between the parties as follows:

SECTION 1 PURPOSE.

The parties hereby agree that the Final Rule identifies eligible uses of ARPA funds for responding to the negative economic impacts of the public health emergency including direct grant assistance to non-profit companies experiencing financial hardship such as declines in revenues or increased costs.

GRANTEE has demonstrated a financial hardship related to the negative economic impacts of the COVID-19 public health emergency in its Statement and Documentation of Financial Hardship attached below and incorporated as if fully re-written herein, identified as “Attachment 1.”

The COUNTY agrees to pay to the GRANTEE an amount of two hundred thousand dollars (\$200,000.00) for the purpose of providing direct assistance to mitigate the financial hardship directly related to the COVID-19 public health emergency as described in Attachment 1. GRANTEE shall use the funds for necessary expenditures related to its not-for-profit purpose and mission.

GRANTEE shall not use the funds to satisfy a judgment or settlement, nor to contribute to a rainy day or reserve fund, nor shall the grant funds be used for any project which conflicts with or contravenes the purposes of the American Rescue Plan Act.

SECTION 2 GRANT QUALIFICATIONS and TERM

GRANTEE hereby attests upon execution of this agreement that the statements made in the Attachment 1 and the supporting documentation are true and correct to the best information and belief of the undersigned and are submitted as the sole basis for County entering into this Agreement. The GRANTEE agrees and acknowledges that the County has relied upon the representations made by GRANTEE in Attachment 1, and this grant is only awarded based upon the information provided by the GRANTEE. By its execution below GRANTEE covenants that it has suffered financial hardship caused by increased costs or loss of revenue related to the COVID-19 pandemic and that it shall only use the awarded grant funds to mitigate this negative economic impact.

This Agreement shall be effective upon the date last signed by the parties below and shall terminate effective December 31, 2025.

SECTION 3 DISSOLUTION.

If for any reason, the GRANTEE is dissolved between the execution of this Agreement and December 31, 2025, the County has the absolute right to receive repayment by the GRANTEE of all grant monies disbursed to it by the County remaining in the GRANTEE'S possession or control, including, but not limited to, the grant monies disbursed under this Grant Agreement.

SECTION 4 NON-DISCRIMINATION.

The GRANTEE, its employees, agents, representatives, and any other party working on its behalf shall not discriminate in any manner in its performance under this Grant Agreement by reason of race, color, sex, age, religion, national origin, ancestry, veteran status, disability, sexual orientation, gender identity or any other characteristic to the extent protected by law, and shall comply with all federal, State of Ohio non-discrimination and intimidation laws, as amended, and any applicable related rules, regulations and executive orders, as amended.

SECTION 5 WORKERS' COMPENSATION.

The GRANTEE shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract.

SECTION 6 ACCOUNTABILITY FOR GRANT PROPERTY.

The GRANTEE must maintain effective internal control and accountability for all grant cash, real and personal property and other assets. All grant property must be only used for the purpose authorized in this Grant Agreement. Grantee certifies that it has reviewed the terms of ARPA and the Final Rule and warrants that the expenditures made in relation to this agreement comply with the rules and guidance of the United States Department of Treasury. The Chief Executive and Fiscal Officer of the Grantee indicate that they have provided sufficient documentation to demonstrate that the expenditures comply, and any findings of recovery by the Department of Treasury, the Ohio Auditor of State or any other auditing agency authorized under ARPA will be held against the Grantee officials and not Warren County.

SECTION 7 REPORTS AND RECORDS.

The GRANTEE agrees to maintain and provide to the County upon demand the following reports and records:

- Accounting and fiscal records adequate to allow the County and/or State of Ohio to audit and verify that the funds provided under this Grant Agreement are used for the purpose(s) stated in this Grant Agreement.
- The GRANTEE shall maintain all financial records and supporting documents related to the grant award until December 31, 2031, or for a period of 5 years after all funds have been expended or returned to the Treasury. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 5-year period, the GRANTEE shall retain the records until completion of the action and all issues which arise from it or until the end of the 5-year period, whichever is later.

The County shall have the right of access to any pertinent book, document, paper or other records of the GRANTEE which are pertinent to grant in order to make audits or examinations.

SECTION 8 FEDERAL, STATE AND LOCAL LAWS.

The GRANTEE agrees to abide by all Federal, State and local laws, statutes, resolutions, ordinances, rules and/or regulations applicable to this Grant Agreement.

SECTION 9 RELATIONSHIP OF THE PARTIES.

Nothing contained in this Grant Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain a Beneficiary with respect to its performance under this Grant Agreement.

SECTION 10 SUCCESSORS AND ASSIGNMENT.

The County and the GRANTEE each binds itself and its successors, executors, administrators, and assigns to the terms, conditions, and covenants of this Grant Agreement. Neither the County nor the GRANTEE shall assign or transfer its rights, interests, duties, or obligations under this Grant Agreement without the express written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 11 NOTICES.

Any notice required or permitted under this Grant Agreement shall be given in writing and shall be deemed to have been given when personally delivered to any officer of the party receiving notice or when posted in the United States mail by certified mail addressed to the last known address of the party being served.

SECTION 12 LAW OF OHIO.

This Grant Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, without giving effect to its conflict of laws principles. The parties agree that any legal action, suit, or proceeding that arises out of this Grant Agreement shall be brought solely and exclusively in the Warren County, Ohio Court of Common Pleas.

SECTION 13 ENTIRE AGREEMENT, MODIFICATION AND SEVERABILITY.

This written Grant Agreement represents the entire agreement between the parties and supersedes all previous agreements, written and oral, between the parties. This Grant Agreement shall not be modified except in writing signed by both parties. In the event any provision of this Grant Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall not affect the validity of other provisions in the Grant Agreement which shall be severable.

SECTION 14 PUBLIC RECOGNITION AND COUNTY SUPPORT.

The GRANTEE shall recognize the County on all printed materials and promotional media related to this grant. When there are press releases, photographs, newsletters or any published materials about this grant, the County shall be included on any and all mailing distributions.


(End of text. Execution on the following page.)

SECTION 15 EXECUTION


In Execution Whereof, the parties hereto have executed this Agreement on the dates show below.

Warren County Board of Commissioners,

This Agreement is entered into by the president or vice president as authorized in Resolution No. 22-1156 of the Warren County Board of Commissioners dated August 2, 2022:

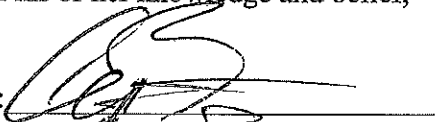
Signature: 
Printed Name: Sharon Jones
Title: Vice-President
Date: 8-2-22

Approved as to Form,


Assistant Prosecuting Attorney
Warren County, Ohio

Grantee, The Health Collaborative

This Agreement is hereby entered into by [GRANTEE] **The Health Collaborative** by its duly authorized signatory and under penalties of perjury, further, the undersigned declares that the statements and documentation provided in Attachment 1 are accurate, correct, and complete to the best of his or her knowledge and belief,

Signature: 
Printed Name: Craig Branner
Title: CEO
Date: 7-20-22

Warren County ARPA Request
The Health Collaborative - Workforce Innovation

"Attachment 1"

1. Non-Profit Company Name, business address:
The Health Collaborative
615 Elsinore Place, Suite 500
Cincinnati Ohio 45212
2. Authorized Representative, name, address, phone, email address
Craig Brammer
CEO, The Health Collaborative
615 Elsinore Place
Cincinnati Ohio 45212
513-388-7060
CBrammer@healthcollab.org
3. Narrative about Non-Profit Company and description of its function and mission

History: A Convergence of Leaders

The Health Collaborative was established in 2015 with the merger of three regional organizations: Greater Cincinnati Health Council, HealthBridge, and The Healthcare Improvement Collaborative. By combining the three organization's collective impact leadership, data analytics, quality improvement expertise, advocacy, and extensive membership networks, The Health Collaborative harnesses its resources to achieve the vision of a Greater Cincinnati tristate region that is healthy by design, and everyone is connected to quality, affordable healthcare. A team of 65 professionals including clinicians, data scientists, health technology experts, quality improvement specialists, legal and data security professionals, and exceptionally skilled workforce development and project management teams. THC's highly engaged Board of Directors is comprised of the CEOs from all major health systems in the region and senior executives from local companies, health plans, United Way, government, and social service organizations.

The Health Collaborative acts as a coalescing organization, harnessing its data, expertise, and the community to make the right investments in the region's future. Its initiatives coordinate the entire community, not only healthcare providers and healthcare systems, but also federally qualified health centers, social service providers, public entities, grassroots coalitions, and individuals to collectively identify and develop solutions to systematic challenges to the region's health ecosystem.

Below is a brief description of THC's current programs/projects and activities:

Workforce Innovation: Central to providing inclusive care, is the need to cultivate a larger, more diverse talent pipeline of healthcare professionals and leaders. Through its TAP Health healthcare career exploration programs, THC currently provides high school students with opportunities to explore a wide variety of in-demand medical doctor, nurse, and allied health care careers. Each program includes experiential sessions presented on-site at a variety of regional health care employers. Additionally, THC's annual HealthFORCE healthcare careers expo provides more than 575 high school students from throughout the region the opportunity to connect with regional healthcare employers and post-secondary educators to explore the wide breadth of healthcare career opportunities and related education options. THC also partners regional K-12 school districts and career technical centers to offer an employer-informed, state-recognized Healthcare Pre-

Apprenticeship which meets state graduation requirements, while preparing students for success in a variety of health career pathways.

Population Health: The Health Collaborative’s population health initiative is a community-wide response to the critical and growing health challenges facing the Greater Cincinnati region. THC works to find and implement community-focused healthcare solutions at the systemic-level by partnering with local Federally Qualified Health Centers, primary care doctors, the Center for Medicare and Medicaid Services, grassroots organizations, and social service organizations. By finding solutions that treat the whole patient and connecting healthcare with community services, THC is helping to implement a pay-for-performance model that incentivizes primary care physicians for improved health outcomes and decreases health costs.

Health Information Exchange Services: The Health Collaborative’s data and informatics division, HealthBridge, has 3.5 million patients in its Master Patient Index (MPI) and transmits more than 15 million clinical messages each month to more than 9,000 providers. This MPI includes patient records of urban at-risk individuals receiving care. HealthBridge provides partners with an "hb/suite" of products, including consulting, education, convening, and health information technology solutions that enable them to make smarter decisions to enhance patient care and lower healthcare costs for customers.

Regional Disaster Preparedness: The Disaster Preparedness Coalition (DPC) is a multi-disciplinary group of agencies and organizations who collaborate to prepare for, respond to, and recover from disasters, mass casualty incidents, public health emergencies, or other catastrophic incidents requiring a unified response. The DPC region encompasses southwest Ohio, northern Kentucky, and southeast Indiana, enhancing the region’s ability to achieve emergency preparedness capabilities as recommended by the U.S. Department of Health and Human Services and the Office of the Assistant Secretary for Preparedness and Response.

Through all these efforts, The Health Collaborative partners, convenes, and advances the region’s healthcare community in tackling the largest systematic challenges facing the Tri-State region.

4. Dollar amount requested to mitigate financial hardship: \$200,000
5. Please provide information and supporting documentation to show two base years of general revenue, meaning revenue in the last two full fiscal years prior to the January 27, 2020. Please provide information and supporting documentation to show annual general revenue for each fiscal year beginning January 27, 2020

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Total Revenue	\$12,734,661	\$13,100,369	\$17,331,823	\$22,226,094
Test & Protect	0	0	\$ 4,661,749	\$ 7,648,321
Vaccine	0	0	0	\$ 1,159,720
Adjusted Revenue	\$12,734,661	\$13,100,369	\$12,670,074	\$13,418,053
PPP Loan/Grant	0	0	0	\$ 1,044,200
Net Revenue	\$12,734,661	\$13,100,369	\$12,670,074	\$12,373,853
		Decrease from 2019:	-3%	-6%

While revenue in 2021 went up by \$5,514,452 over 2020, \$4,663,701 related to revenue from the County for both Test & Protect and Vaccine that went right back out the door. Another \$1,044,200

related to the federal PPP loan from 2020 that was forgiven and turned into a grant in 2021. Take all that out and The Health Collaborative's actual revenue went down in 2021 compared to 2020 and went down by 4-5% over 2019 base year.

6. Please provide information and supporting documentation pertaining to increased expenses related directly to the COVID-19 public health emergency

The Health Collaborative's (THC) outsized role in regional pandemic coordination has left a significant negative impact on finances. THC optimal performance and financial stability are significantly challenged as we round year two in supporting the regional response to the global pandemic while moving forward with a new strategic direction. The Health Collaborative has over \$830,000 of documented staff hours that were committed to coordinating and convening key stakeholder to address the pandemic, but hours were not reimbursed. Additionally, we have for over \$90,000 of documented staff time to support the critical data sets.

7. Please provide information and supporting documentation pertaining to financial hardship or lost opportunities to generate revenue either from income generating services, programs, events, or fundraising that were negatively impacted by the COVID-19 public health emergency.

All critical THC resources were pivoted to support the acute needs of the health care community. While it was the right strategic decision, it left THC in a very vulnerable position as it turns to implement the newly THC Board approved strategic plan. – Several key investments in core technology were delayed or not appropriately serviced because staff was diverted to support COVID relief efforts. This has resulted in significant delays in launching and upgrading several products. Specifically, the launch of HB360 has been delayed and as such the company has lost over \$400,000 in expected revenue.

Resolution

Number 22-1157

Adopted Date August 02, 2022

AUTHORIZE THE VICE-PRESIDENT OF THIS BOARD TO SIGN A SATISFACTION OF MORTGAGE FOR CHARLES AND MARY GILLIAM

WHEREAS, Charles and Mary Gilliam received a Deferred Loan for the Rehabilitation of Property through the Warren County Board of Commissioners FY 02 CHIP Emergency Home Repair Program Fund; and

WHEREAS, the Board has received payment and is fully satisfied for said Open-End Mortgage to Secure a Deferred Loan for the Rehabilitation of Property; and

NOW THEREFORE BE IT RESOLVED, to authorize the Vice-President of this Board to sign a Satisfaction of Mortgage for Charles and Mary Gilliam.

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

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

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/vsp

cc: OGA (file)
c/a—Gilliam, Charles and Mary
Mary Gilliam

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT the Warren County Board of Commissioners does hereby certify, that a certain Mortgage Deed, dated the 11th day of February, 2004, recorded on the 2nd day of April, 2004, in Record of Mortgages, Volume 3483 Pages 328 - 331 (Document 467690 MTG), in the Office of the Recorder of Warren County, Ohio, executed by **Charles M. Gilliam and Mary F. Gilliam, Husband and Wife**, to the **Warren County Board of Commissioners** on the following real estate, known as 174 E. Pekin Road, Lebanon, Ohio 45036, and legally described in Exhibit "A", attached hereto and made a part hereof, has been **paid and fully satisfied**, and the Recorder is authorized to discharge the same of record.

In Testimony Whereof, the said Warren County Board of Commissioners, by Shannon Jones, Vice-President, acting in her official capacity, has hereunto set her hand this 2nd day of August, 2022, A.D.

Signed and Acknowledged
In the Presence of

Warren County Board of Commissioners

Krystal Powell
Signature of Witness

Shannon Jones
Shannon Jones, Vice-President

Krystal Powell
Printed Name of Witness

State of Ohio
County of Warren, ss:

Be It Remembered, that on this 2nd day of August, 2022, A.D., before me, the subscriber, a Notary Public in and for said County, personally came the above named Shannon Jones, Vice-President of the Warren County Board of Commissioners, who acknowledged the signing of the foregoing instrument, while acting in her official capacity, to be her voluntary act and deed, for uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Krystal Lynn Powell
Notary Public

This instrument prepared by Warren County, Ohio.



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

Exhibit "A"

Parcel ID # 09-34-153-010

Situate in the Township of Clearcreek, County of Warren, State of Ohio, and being Lot No. 4 of the Pekin Road Subdivision, as recorded in Plat Book 3, page 421 of the Warren County Plat Records.

Property Address: 174 E. Pekin Road, Lebanon, Ohio 45036

Prior Instrument Reference: Volume 3483, Page 328 of the Official Records of Warren County, Ohio

Gilliam Sat of Mort

Resolution

Number 22-1158

Adopted Date August 02, 2022

RESCIND RESOLUTION #22-1122 TO AUTHORIZE REQUEST FOR PROPOSALS AND APPOINT A REVIEW COMMITTEE FOR THE PROCUREMENT OF UTILITY BILLING SOFTWARE FOR THE WATER AND SEWER DEPARTMENT

WHEREAS, Chris Brausch, Sanitary Engineer, has advised that due to delay in preparation of proposal documents, the proposal will proceed at a later date; and

NOW THEREFORE BE IT RESOLVED, to rescind Resolution #22-1122 adopted July 26, 2022, to authorize Request for Proposals and Appoint a Review Committee for the Procurement of Utility Billing Software for the Water and Sewer Department.

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

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

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP

cc: Water/ Sewer (file)
OMB bid file

Resolution

Number 22-1159

Adopted Date August 02, 2022

AUTHORIZE REQUEST FOR PROPOSALS FOR VILLAGE OF MORROW – PHEGLEY PARK UPGRADES FOR THE OFFICE OF GRANTS AND ADMINISTRATION

BE IT RESOLVED, to advertise for Request for Proposals for Village of Morrow – Phegley Park Upgrades for the Office of Grants and Administration; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation beginning the week of July 31, 2022 and for two consecutive weeks on the Warren County website, with proposals due Tuesday, August 16, 2022 @ 4:00 p.m.

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

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

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP

cc: OGA (file)
OMB Bid file

Resolution

Number 22-1160

Adopted Date August 02, 2022

ADVERTISE FOR BIDS FOR THE HAULING AND DISPOSAL OF BIOSOLIDS AT THE LOWER LITTLE MIAMI WASTEWATER TREATMENT PLANT PROJECT FOR THE WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to advertise for bids for the Hauling and Disposal of Biosolids at the Lower Little Miami Wastewater Treatment Plant Project for the Water and Sewer Department; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County website, beginning the week of August 28, 2022; bid opening to be September 22, 2022 @ 11:00 a.m.

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

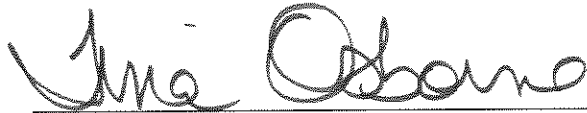
Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 22-1161

Adopted Date August 02, 2022

APPROVE EMERGENCY SERVICE FOR LASER ALIGNMENT TO THE AERATION BLOWER MOTOR #2 LOCATED AT THE LOWER LITTLE MIAMI WASTEWATER TREATMENT PLANT.

WHEREAS, the Water & Sewer Department experienced an equipment failure to Aeration Blower Motor #1 of the VLR Treatment Tanks located at the Lower Little Miami Wastewater Treatment Plant; and

WHEREAS, a repair was recently completed to Aeration Blower Motor #2, which experienced an equipment failure in May 2022, and will now be used as the current backup/replacement for Aeration Blower Motor #1 but will require mandatory laser alignment before being placed in service; and

WHEREAS, this service is critical and time sensitive to the Wastewater operations as the equipment is used to supply the necessary air to the Treatment Tanks for sufficient aeration; and

NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. 22002110 with Electric Motor Technologies, LLC in the amount of \$2,000.00 for the laser alignment of Aeration Blower Motor #2 to replace failed Aeration Blower Motor #1 of the VLR Treatment Tanks located at the Lower Little Miami Wastewater Treatment Plant.

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

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

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

mbz

cc: Auditor
Water/Sewer (file)

Resolution

Number 22-1162

Adopted Date August 02, 2022

AUTHORIZE ACCEPTANCE OF RENEWAL AGREEMENT WITH VERTIV CORPORATION ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Vertiv Corporation will provide maintenance for UPS batteries at 500 Justice Drive;
and

NOW THEREFORE BE IT RESOLVED, to authorize agreement with Vertiv Corporation on behalf of Warren County Telecommunications to provide maintenance for UPS batteries at 500 Justice Drive; attached hereto and made a part hereof.

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

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

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Vertiv Corp.
Telecom (file)

Proposal for Service

Vertiv Corporation

7/15/2022
KRISTY OEDER
WARREN COUNTY TELECOM
500 JUSTICE DR
LEBANON, OH, 45036

7/15/2022

KRISTY OEDER
WARREN COUNTY TELECOM
500 JUSTICE DR
LEBANON, OH, 45036
CPQ-328133-1

Email: kristy.oeder@whcoh.net

Dear Kristy,

Thank you for your interest in Vertiv Corporation. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your data center increases, Vertiv is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your Purchase Order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at (502) 267-4696. I look forward to your response and the opportunity to work together to improve your data center investment.

Sincerely,

Ron Wilger

11513 Goldcoast Dr.

Cincinnati, OH 45249

PHONE 513-489-1100

FAX 513-387-2333

EMAIL ron.wilger@climateconditioning.com

Order CPQ-328133-1



CPQ-328133-1

Liebert UPS / Power / Battery Services:

- We are the Original Equipment Manufacturer and the experts on Liebert equipment with access to updates and changes, knowledge of engineering specifications, current issues and how to fix them correctly.
- Our factory trained service force is twice the size of the next largest competitor with over 650 customer engineers and field technicians in the United States alone; everywhere in the US the most knowledgeable engineers and technicians available, will cover you.
- With the most advanced tooling and instrumentation available, each CE has over \$10,000 in gear with him at all times, so any issue can be resolved in the least amount of time possible.
- To make sure we get the right part to the right place at the right time, we have the industry's most sophisticated parts logistics system. No matter where you are in the US we also have a parts warehouse close to serve you.
- We maintain and follow all safety and compliance regulations necessary to keep CE's from harm and protect you, our customers from liability. We care about your safety.

Non Standard Maintenance Contracts:

Site#: 1250049, WARREN COUNTY TELECOM, 500 JUSTICE DR, LEBANON, OH, 45036
SID 137594

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)
1643957	APM45-90PERIPH	NRMB0C9C4RA0598	1	ESSENTIAL (08/21/2022) - (08/20/2023)
1643955	APM 75	NRE90CCSA0A3650	1	ESSENTIAL (08/21/2022) - (08/20/2023)
1643958	FPC 15-50	PPC030C241A2360	1	ESSENTIAL (08/21/2022) - (08/20/2023)
1643959	STATIC TRNS SWT	STC0100A32A360	1	ESSENTIAL (08/21/2022) - (08/20/2023)
1625584	SEALED BATTERY	CHLORIDE-BATT	2	Essential 8x6 (08/21/2022) - (08/20/2023)
1643956	SEALED BATTERY	NRBP9UX1L1A0578	2	Essential 8x5 (08/21/2022) - (08/20/2023)
1569460	"NSSR - Service Contract - Third Party Unit"	CHLORIDE-UPS	1	Essential 1 (08/21/2022) - (08/20/2023)
1625585	"NSSR - Service Contract - Third Party Unit"	CHLORIDE-UPS	1	Essential 1 (08/21/2022) - (08/20/2023)

Total price not including tax: \$14,985.91

any tax required must be included in customer purchase order

Payment Terms: Net 30 Days

Quote Valid Until: 8/13/2022

SCOPE OF WORK

UNINTERRUPTIBLE POWER SYSTEMS

APM UPS ONLY

ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service on Vertiv UPS and Vertiv internal batteries scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days a week, 24 hours a day, within 150 miles of Vertiv Services Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage including internal batteries (limits may apply; see Assumptions and Clarifications as applicable, for more details).
Internal Battery Coverage	Includes parts, labor, disposal and battery jars as required - up to 10% of the battery jars per year, not accumulated over contract term (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor and Travel	Includes 100% labor and travel coverage, 7 days a week, 24 hours a day, within the 48 contiguous states and D.C.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.
Battery Recycle	Includes battery recycle as required, with documentation meeting EPA requirements.

SERVICE PERFORMED

UPS Full Preventive Maintenance Service

1. Perform a temperature check on all breakers, connections and associated controls. Repair and/or report all high temperature areas.
2. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
3. Check air filters for cleanliness. (if applicable)
4. Check rectifier and inverter snubber boards for discoloration.
5. Record all voltage and current meter readings on the module control cabinet or the system control cabinet.
6. Check the inverter and rectifier snubbers for burned or broken wires.
7. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
8. Check fuses on the DC capacitor deck for continuity (if applicable).
9. With customer approval, perform operational test of the system including unit transfer and battery discharge.
10. Calibrate and record all electronics to system specifications.
11. Check or perform Engineering Field Change Notices (FCN) as necessary.

12. Measure and record all low-voltage power supply levels.
13. Record phase-to-phase input voltage and currents.
14. Review system performance with customer to address any questions and to schedule any repairs.
15. Check power capacitors for swelling or leaking oil (if applicable).
16. Check for DC capacitor vent caps that have extruded more than 1/8" (if applicable).
17. Measure and record harmonic trap filter currents (if applicable)

Internal Battery Full Preventive Maintenance Service (applicable to 45kVA units only)

1. Inspect the appearance and cleanliness of the battery and the battery room.
2. Clean normal cell top dirt accumulation (to be done only with battery off line).
3. Measure and record the total battery float voltage and charging current.
4. Measure and record overall AC ripple current.
5. Measure and record overall AC ripple voltage.
6. Visually inspect the jars and covers for cracks and leakage.
7. Visually inspect for evidence of corrosion.
8. Measure and record ambient temperature.
9. Verify the condition of the ventilation equipment, if applicable.
10. Verify the integrity of the battery rack/cabinet.
11. Measure and record 100% of the cell temperatures.
12. Measure and record the float voltage of all cells. Measure and record all internal impedance readings.
13. Provide a detailed written report noting any deficiencies and corrective action needed, taken and/or planned.
14. Re-tighten all battery connections to the battery manufacturer's specifications, offline only.

Corrective Maintenance Performed as Required

1. Refurbish cell connections as deemed necessary by the detailed inspection report.

ASSUMPTIONS AND CLARIFICATIONS

Parts coverage excludes air filters, proactive full bank capacitor replacement and fan replacement.

Customer should check air filters monthly for cleanliness and replace as necessary.

Maintenance does not include System Control Cabinet, Power Tie, Breaker Cabinets, Load Bus Sync or Maintenance Bypass Cabinets.

All battery checks are recorded through the Field DB reporting system. Only visual battery inspection and total battery voltages are to be recorded on the UPS E-form. The full battery maintenance inspection will be conducted through Field DB.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.



- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

SCOPE OF WORK

STATIC TRANSFER SWITCH

(STS1 AND STS2)

ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of Vertiv Service Center Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage (terms may apply, see Assumptions and Conditions as applicable for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Personnel	Performed by Vertiv factory-trained and authorized technician. Vertiv Services is the only service provider for Liebert products.

SERVICE PERFORMED

1. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
2. Check air filters for cleanliness (if applicable).
3. Check all mechanical connections for tightness and heat discoloration, making corrections where necessary.
4. Clean any foreign material and dust from internal compartments.
5. Perform a status check of all alarm circuits. (Applicable to STS1 Only).
6. Calibration of the equipment to meet manufacturer's specifications. (Applicable to STS1 Only).
7. Operational checkout of the system to include transfers and proper status indications.
8. Check or perform Engineering Field Change Notices (FCN) as necessary.
9. Return unit to operational service with normal load then measure and verify display indications.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.



- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

SCOPE OF WORK

UNINTERRUPTIBLE POWER SYSTEMS

PERIPHERALS MAINTENANCE BYPASS CABINET MODULE BATTERY DISCONNECT, LOAD BUS SYNC, POWER TIE, SLIM LINE DISTRIBUTION CABINET

ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response 7 days/week, 24 hours/day, within 50 miles of Vertiv Services Service Center.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage (limits may apply, see Assumptions and Clarifications as applicable to more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professionals	Performed by Vertiv factory trained and authorized technicians. Vertiv Services is the OEM service provider for Liebert products.

SERVICE PERFORMED

1. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
2. Check all mechanical connections for tightness and heat discoloration, making corrections where necessary.
3. Clean any foreign material and dust from internal compartments.
4. Perform a status check of alarm circuits. (If Applicable).
5. Calibration of the equipment to meet manufacturer's specifications (if applicable).
6. Operational checkout of the system to include transfers and proper status indications.
7. Check or perform Engineering Field Change Notices (FCN) as necessary.
8. Return unit to operational service with normal load then measure and verify display indications.

ASSUMPTIONS AND CLARIFICATIONS

Includes 100% parts coverage, excluding circuit breakers and switches.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:



- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.



SCOPE OF WORK

POWER CONDITIONING

POWER CENTER (PPC/FPC)

ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	On-site 24-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services Service Center.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Warranty	Includes parts coverage (limits may apply). See Assumptions and Exclusions, as applicable, for more details.
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professionals	Performed by Vertiv factory trained and authorized technicians, Vertiv Services and the OEM, or approved third party labor products.

SERVICE PERFORMED

1. Perform a complete visual inspection of the equipment including internal sub-assemblies, wiring harnesses, contactors, cables, major components, and check for proper clearance around the unit.
2. Perform an Infrared Scan (IR Scan) and verify all transformer, terminal block, and ground/neutral bus bar connections for tightness.
3. Perform an Infrared Scan (IR Scan) and verify all circuit breakers including the panelboard(s) branch circuits for tightness.
4. Perform an Infrared Scan (IR Scan) and verify high and low voltage junction box terminals for tightness (if applicable).
5. Perform an Infrared Scan (IR Scan) and verify all option wiring for tightness. (Spike suppressor, ground fault, phase rotation/loss)
6. Verify system control power fuses. (Equipment MUST be de-energized)
7. Verify grounding electrode conductor and any isolated grounds.
8. Verify EPO lamps are illuminated (if applicable).
9. Perform operational test of the optional local EPO. (Equipment MUST be able to be de-energized)
10. Record all the electrical data via the local display (if applicable). Ensure all values are within the specification.
11. Verify specified restart capabilities (manual or auto-restart).
12. Verify all monitoring options (if applicable) are displaying values within preset parameters.
13. Check or perform Engineering Field Change Notices (FCN) as necessary.
14. Configuration of the LDM/LDMF (for newly installed branch circuit breakers, if applicable).
 1. Verify firmware and update as required.

2. Verify the location, alarm set points, number of poles, and address of every newly installed breaker.
3. Verify the CT ratio for every newly installed breaker.
4. Demonstrate use of software tools. (if applicable)
5. (Excludes interoperability with SiteScan and Building Management Systems)
6. Save the configuration file to a laptop as a backup for customer. (If applicable)

ASSUMPTIONS AND CLARIFICATIONS

Parts coverage excludes branch circuit breakers.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

SCOPE OF WORK

STATIONARY BATTERY SYSTEMS

VRLA (SEALED) BATTERY

ESSENTIAL SERVICE - 2 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Annual and 1 Semi-Annual Preventive Maintenance Services, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response 7 days/week, 24 hours/day, within 150 miles of the Vertiv Services Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Internal Battery Coverage	Includes parts, labor, disposal and battery jars, as required - up to 10% of the battery jar size, year not accumulated over contract term limits, that apply. See Assumptions and Exclusions, also applicable for more details.
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professionals	Performed by Vertiv factory trained and authorized technicians. Vertiv Services is the only service provider for Liebert products.
Battery Recycling	Includes battery recycling as required, with documentation meeting EPA requirements.

SERVICE PERFORMED

****During the initial PM visit, an Annual Service PM must be performed.****

Semi-Annual Service

1. Inspect the appearance and cleanliness of the battery and the battery room. Clean normal jar top dirt accumulation (to be done only with battery off line).
2. Measure and record the total battery float voltage and charging current.
3. Measure and record the overall AC ripple voltage.
4. Measure and record the overall AC ripple current.
5. Visually inspect the jars and covers for cracks and leakage.
6. Visually inspect for evidence of corrosion.
7. Measure and record the ambient temperature.
8. Verify the integrity of the battery rack/cabinet.
9. Measure and record 100% of the jar temperatures.
10. Measure and record the float voltage of all cells.
11. Measure and record all internal ohmic readings.
12. Provide a detailed written report noting any deficiencies and corrective action needed, taken and/or planned.

13. Verify approval for Battery Life program.

Annual Service (includes the above, plus)

1. Re-tighten all battery connections to the battery manufacturer's specifications, if required. Refer to the manufacturer's literature to determine if re-tightening is required.
2. Measure and record all battery connection resistances in micro-ohms, when applicable.

Corrective Maintenance Performed as Required

1. Refurbish cell connections as deemed necessary by the detailed inspection report.

Conditions for Single Jar Replacement Service for Lead Acid Batteries

1. The Customer is covered by an Essential or Preferred Contract.
2. The battery string is in overall good health as determined by Vertiv Services; the battery string is not beyond expected service years or has had excessive single jar replacements that would make the string unstable.
3. Up to 10% of defective battery jars may be replaced within a 12-month period as exclusively determined by Vertiv Services.
4. Contracts have no cash value for future years or full string battery replacements. Single jar replacement is limited to batteries in the original string.

ASSUMPTIONS AND CLARIFICATIONS

Does not include battery or full-string replacement labor or parts coverage.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.



Order Number: CPQ-328133-1

Purchase Order must be assigned to:

Vertiv Corporation
1050 Dearborn Dr.
Columbus, OH 43085

Payment remittance address:

Vertiv Corporation
PO Box 70474
Chicago, IL 60673

FID# 31-0715256

PO should be e-mailed or faxed with signed proposal to:

Climate Conditioning Company c/o Ron Wilger
Attn: Ron Wilger
Email: ron.wilger@climateconditioning.com
Fax: (513) 387-2333

Please complete the following information (All fields are required):

Purchase Order Number: _____ Purchase Order attached: Yes No

If PO **NOT** attached, please specify reason: _____

Invoice Delivery Method: Web Billing (Attach Instructions) Mail Other _____

Accounts Payable Email _____ @ _____

Billing Contact Person: _____ Phone: _____

Email: _____ Fax #: _____

Bill-To Company Name: _____ Bill-To Address: _____

Federal Tax ID # _____ Bill-To City, ST Zip: _____

Tax Exempt: Yes (Attach tax exempt certificate) No

Site Services/IT Contact Person: _____ Phone: _____

**** COVERAGE DETAILS ****

For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty (30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 30 days from the date of this Proposal unless otherwise noted. INFORMATION TO BUYER: This order between the Buyer and Seller is limited to Seller's Terms and Conditions located at termsconditions.vertivco.com unless a formal agreement governing this Purchase Order/transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by Seller and/or issued by Buyer.

Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below.

Thank you for your business.

Proposed By:

Ron Wilger 7/26/22
Ron Wilger Date

Accepted By:

Shannon Jones 8-2-22
Buyer Signature Required Date

Shannon Jones Vice President
Printed Name Title Phone

APPROVED AS TO FORM

Adam M. Nice

Adam M. Nice
Asst. Prosecuting Attorney

SERVICES TERMS AND CONDITIONS

Vertiv Services, Inc. (f/k/a Emerson Network Power, Liebert Services, Inc.) is herein referred to as the "Seller" and the customer or person or entity purchasing services ("Services") and parts required for Services ("Parts") from Seller is referred to as the "Buyer." These Services Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope of work, or invoice from Seller relevant to the provision of Services and all documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of this agreement ("Agreement") governing the sale of Services and Parts by Seller to Buyer. Any discrepancies between the terms of the above referenced documents shall be resolved by Seller. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of the terms of this Agreement, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Services and Parts will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Services shall remain in effect for thirty (30) days after the date of Seller's quotation, Seller's scope of work or acknowledgment of Buyer's order for the Services, whichever occurs first, provided an unconditional authorization from Buyer for the performance of the Services is received and accepted by Seller within such time period. If authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Services. All prices are exclusive of taxes, which are to be borne by Buyer. Unless otherwise specified by Seller, Parts will be furnished at Seller's then prevailing prices.

2. **TAXES:** Any current or future tax or governmental charge (or increase in same) affecting Seller's costs of Services or costs of production, sale, delivery or shipment of Parts, or which Seller is otherwise required to pay or collect in connection with the provision of Services and Parts, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. **TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms of payment are net 30 days from date of Seller's invoice. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this Agreement and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. All purchases paid by credit card shall be charged a 2.0% usage surcharge of the invoice total, for fees paid by Seller to accept credit card transactions.

4. **SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the performance dates acknowledged or quoted by Seller, all performance dates are approximate and not guaranteed. Seller, at its option, shall not be bound to tender delivery of any Parts for which Buyer has not provided shipping instructions and other required information. Unless otherwise specified by Seller, for sales of Parts in which the end destination of the Parts is outside of the United States, risk of loss and legal title to the Parts shall transfer to Buyer immediately after the Parts have passed beyond the territorial limits of the United States. For all other shipments, risk of loss and legal title shall pass from Seller to Buyer upon delivery to and receipt by carrier at Seller's shipping point. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) when delivered by the individual providing the Services, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Any claims for shortages or damages suffered in transit are the responsibility of Buyer

and shall be submitted by Buyer directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller warrants that it will perform the Services as described in this Agreement and will exercise all reasonable skill, care and due diligence in the performance of the Services and shall perform the Services in accordance with professional practice. Seller warrants that all Services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of Services. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of Parts. EXCEPT AS SPECIFIED ABOVE, PARTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTIES SET FORTH IN THIS SECTION 5 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE SERVICES AND PARTS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE.

This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller that is used in (i) the selection of the Services and/or Parts and (ii) the preparation of Seller's quotation and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void.

Excluding Seller's negligence, Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Services or Parts, either alone or in combination with other parts.

6. **LIMITATION OF REMEDY AND LIABILITY:** THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO, AT SELLER'S SOLE OPTION, EITHER CORRECT PERFORMANCE FOR THAT PORTION OF THE SERVICES FOUND BY SELLER TO BE DEFECTIVE OR REFUND OF THE PRICE PAID FOR SERVICES.

SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. EXCLUDING SELLER'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND THIRD PARTY INDEMNIFICATION OBLIGATIONS, IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC SERVICES OR PARTS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.

It is expressly understood that any technical advice furnished by Seller with respect to the use of the Parts and/or Services is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. **INSURANCE:** Seller shall maintain the following insurance or self-insurance coverage: **Worker's Compensation** in accordance with the statutory requirements of the state in which the work is performed. **Employer's Liability** with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. **Commercial General Liability (CGL)** for bodily injury and property damage with a limit of \$2,000,000 per occurrence and aggregate. CGL includes Contractual Liability. CGL does not include Products and Completed Operations coverage, which is self-insured. **Automobile Liability** Insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. Automobile Liability Insurance includes Contractual Liability, but no special endorsements.

Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

8. **EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God; war; epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances; acts or omissions of Buyer, including, without limitation, those specified in Section 19; or any events or causes beyond Seller's reasonable control. Performance of Services and deliveries of Parts may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Services or Parts or to obtain material used directly or indirectly in the manufacture of the Parts is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may delay performance of Services or allocate its available supply of the Parts among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

9. **CANCELLATION:** Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

10. **CHANGES:** Buyer may request changes or additions to the Services. In the event such changes or additions are accepted by Seller, Seller may revise the price and performance dates. Seller reserves the right to change designs and specifications for the Parts without prior notice to Buyer, except with respect to Parts being made-

to-order for Buyer. Seller shall have no obligation to install or make such change in any Parts manufactured prior to the date of such change.

11. **NUCLEAR/MEDICAL:** SERVICES AND PARTS SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Services and Parts with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users.

12. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment or delegation, without such consent, shall be void.

13. **INSPECTION:** Buyer shall have ten (10) days from the date of completion of each portion of the Services to inspect the Services, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Services are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Services.

14. **BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates for any of the following upon written agreement between the parties: a) any Services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any Services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller Service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if Service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

15. **DRAWINGS:** Seller's documentation, prints, and drawings ("Documents") (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Notwithstanding the foregoing, Buyer may use the Documents in connection with the Services and Parts.

16. **EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States, and the jurisdictions in which the Seller and Buyer are established or from which Services and Parts may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, or export Parts in violation of such applicable laws, regulations, orders or requirements.

17. **NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Services are

being provided to Buyer and for a period of one (1) year after the last provision of Services.

18. **GENERAL PROVISIONS:** These Services Terms and Conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these Services Terms and Conditions. No change, modification, rescission, discharge, abandonment, or waiver of these Services Terms and Conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract Services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in the county of Warren, state of Ohio, and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this Agreement.

19. **ADDITIONAL SERVICE CONDITIONS:** The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Services are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Services. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform Services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other

circumstance altering Seller performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

20. **INDEMNITY:** As to Seller provided Services, Seller agrees to protect, defend (using counsel selected and compensated by Seller), hold harmless, and indemnify Buyer from and against third party claims for bodily injury including death, or tangible property damage to the extent caused by the negligent acts or omissions of Seller employees, agents, or subcontractors in performing Services.

Such indemnification shall extend to claims initiated within two (2) years from the date services were performed causing such claim to arise, shall be reduced to the extent any injury or property damage is caused by others, and is conditioned upon: (a) Buyer provision of timely notification of claim and all reasonable documentation and assistance and (b) Seller assumption of the claim defense to include the right to oppose or settle same at its reasonable discretion.

BUYER: WARREN COUNTY TELECOM

By: [Signature]
Printed Name: Tom Grossmann
Title: President
Date: 7/11/17

SELLER: VERTIV SERVICES, INC.

By: [Signature]
Printed Name: Stephanie L. Hamm
Title: Contract Administrator
Date: June 22, 2017

APPROVED AS TO FORM

[Signature]
Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 22-1163

Adopted Date August 02, 2022

AUTHORIZE ACCEPTANCE OF QUOTE# EMP71822WARREN FROM CAPITOL ELECTRONICS, INC. ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR LIGHTNING PROTECTION FOR GOOSECREEK TOWER

WHEREAS, Capitol Electronics, Inc. will install lightning protection for the Goosecreek Tower, as indicated on the attached quote; and

NOW THEREFORE BE IT RESOLVED, to accept the quote from Capitol Electronics, Inc. on behalf of Warren County Telecommunications for lightning protection at Goosecreek Tower.

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

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

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Capitol Electronics, Inc.
Telecom (file)

Quote Number EMP71822WARREN

Account Name Warren County Ohio Telecom
Contact Name Corey Burton
Bill To Lebanon, OH
Date 7/18/2022
Quote Expires 10/18/2022

Quantity	Product	Description	Unit Price	Total Price
1.00	CMCE-120	Six capacitor system eliminates the threat of lightning, up to 393' radius of coverage.	\$15,950.00	\$15,950.00
1.00	DISCOUNT FOR PUBLIC SAFETY DISCOUNT	Discount applied for Public Safety	(\$1,000.00)	(\$1,000.00)
1.00	NSP	Brackets, Mast & Mounting Kit	\$400.00	\$400.00
1.00	***CMCE-120 NO DIRECT STRIKE GUARANTEE	EMP Lightning Suppressor "NO DIRECT STRIKE" Guarantee (annual inspection required).	\$0.00	\$0.00
1.00	MATERIALS	Materials - COPPER GROUNDING CABLE INCLUDING FREIGHT WILL BE 220 ft @ \$3.50/FT. = \$770.00	\$770.00	\$770.00

Grand Total \$16,120.00

Proposed By: Chris Bricklebank 7/25/22
Representative Chris Bricklebank
Email brick@capitolelectronics.com
Phone (440) 488-2240

Accepted By

Agreement
Signing this quote as "Accepted By" comprises an order for the aforementioned products and services.

- Terms:
- *If applicable, customer is responsible for taxes.
 - *If RMA is required, must request through Capitol Electronics.
 - *Only those items listed above are included.
 - *Any permits/licenses are to be provided by customer.
 - *Quote is valid for 30-days.
 - *30% restocking fee for returns may apply.

Delivery: Standard lead time is 6-8 weeks, depending on product (lead time may vary).
Equipment terms: Net 30, upon shipment.

- To Order:
- 1 First time buyers, provide copy of tax exempt certificate.
 - 2 Provide both billing and shipping addresses.
 - 3 Name and contact information for Accounts Payable.
 - 5 Purchase order (or sign quote as "Accepted By" below).
 - 6 Credit card payments accepted through PayPal invoicing.

APPROVED AS TO FORM
Kathryn M. Horvath
Kathryn M. Horvath
Asst. Prosecuting Attorney

Accepted By: Sharon Jones Date: 8.2.22
Title: Vice-President

DECLARATION OF PURCHASE DOCUMENTATION

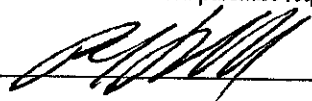
VENDOR NAME Capitol Electronics

The attached purchase request meets one or more of the following as masked:
"SOLE SOURCE"

- Is being purchased directly from the manufacture of the goods or services at a discounted rate.
- No other source of this item was located, but all known resources were contacted in an attempt to find alternate source.
- Item is used or refurbished and is being procured at 50% or less of new cost and only one source was located.
- Quote sheet is attached but less than three vendors responded, non-responsive vendors are listed with no dollar amount.
- Purchased from another Governmental entity for an amount less than free market value.
- Is part of a proprietary system where item is only available from the manufacturer.
- Item is software and is considered to be a literary work with purchase and/or service only available from the author & subject to the provisions of ORC 307.63 (C)
- Item is licensed to Warren County where software or firmware is the property of the manufacturer.
- Item is to be installed into an existing system where equipment type & manufacturer must match existing equipment and is being purchased from the original manufacturer or a direct distributor of same.
- Subject to ORC Section 307.86. Professional services are exempt from bidding requirements.
- Item is Computer Hardware or software exempt from Data Processing Board approval under ORC 307.63 (e) for use in or to maintain a countywide Public Safety Communications System as defined in ORC 307.63 (A)
- ORC 4931.41- Notwithstanding any other provision of law, the purchase or other acquisition, installation, and maintenance of the telephone network for a 9-1-1 system and the purchase or other acquisition, the installation, and maintenance of customer premises equipment at a public safety answering point made in compliance with a final plan or an agreement under section 4931.48 of the Revised Code are not subject to any requirement of competitive bidding.

I have reviewed the attached purchase request.

Signed



Date: _____

Resolution

Number 22-1164

Adopted Date August 02, 2022

AUTHORIZE ACCEPTANCE OF QUOTE FROM CENTRAL SQUARE ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR SUBSCRIPTION RENEWALS LISTED ON THE ATTACHED QUOTE Q-105522

WHEREAS, Central Square will provide subscription for Enterprise CAD, Enterprise Mobile, Enterprise RMS, Fields Ops and all other items listed on the Q-105522 quote for Warren County Telecom, as indicated on the attached quote for purchase; and

NOW THEREFORE BE IT RESOLVED, to accept quote from Central Square quote on behalf of Warren County Telecommunications for subscription renewals as attached hereto and a part hereof.

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

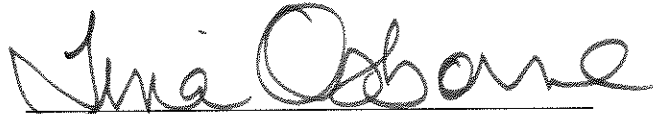
Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Central Square
Telecom (file)



Renewal Order prepared by:
Shanteal Marcks
shanteal.marcks@centralsquare.com

Renewal Order #: Q-105522
Start Date: September 1, 2022
End Date: August 31, 2023
Billing Frequency: Yearly
Subsidiary: Tritech Software Systems

Renewal Order prepared for:
Gary Estes, Deputy Director
Warren County
500 Justice Drive
Lebanon, OH 45036-1308
(513) 695-1810

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	Arcserve High Availability for Enterprise OS Servers - Government Annual Maintenance Fee	1	0.00 USD
2.	CentralSquare Message Switch Annual Maintenance Fee	1	13,860.00 USD
3.	Raptor Interface	1	1,050.00 USD
4.	Enterprise CAD Browser Annual Maintenance Fee	1	2,310.00 USD
5.	Enterprise CAD Caller Location Query Subscription (OP) Annual Subscription Fee	1	2,272.60 USD
6.	Auto Toning Interface	20	0.00 USD
7.	Enterprise CAD Disaster Recovery System Annual Maintenance Fee	1	2,079.00 USD
8.	Enterprise CAD Mapping Annual Maintenance Fee	9	924.00 USD
9.	Enterprise CAD Mapping Test or Training Annual Maintenance Fee	1	115.50 USD
10.	Enterprise CAD Position Annual Maintenance Fee	20	46,200.00 USD
11.	Enterprise CAD Routing Server Annual Maintenance Fee	1	4,319.70 USD
12.	Enterprise CAD Server Software Annual Maintenance Fee	1	6,930.00 USD
13.	Enterprise CAD Test or Training System Annual Maintenance Fee	1	2,079.00 USD
14.	Enterprise CAD Test or Training System Annual Maintenance Fee	1	0.00 USD
15.	Enterprise CAD the Archive Server Software Annual Maintenance Fee	1	577.50 USD

MORE INFORMATION AT CENTRALSQUARE.COM



Renewal Order prepared by:
Shanteal Marcks
shanteal.marcks@centralsquare.com

16.	Enterprise CAD The GISLink Utility Position Annual Maintenance Fee	1	1,155.00 USD
17.	Enterprise Jail Disaster Recovery System Annual Maintenance Fee	1	0.00 USD
18.	Aramark Jail	1	2,945.25 USD
19.	Inmate Calling Solution	1	2,945.25 USD
20.	HomeWav	1	2,194.50 USD
21.	Montgomery County Interface	1	2,194.50 USD
22.	Enterprise Jail Test or Training System Annual Maintenance Fee	1	46.20 USD
23.	Enterprise Jail User Annual Maintenance Fee	20	7,345.80 USD
24.	Enterprise Mobile Base Position Annual Maintenance Fee	50	30,492.00 USD
25.	Enterprise Mobile Base Position with CJIS/NCIC Forms Annual Maintenance Fee	200	48,279.00 USD
26.	Enterprise Mobile Disaster Recovery System Annual Maintenance Fee	1	2,194.50 USD
27.	Enterprise Mobile Mapping Test or Training Annual Maintenance Fee	1	0.00 USD
28.	Enterprise Mobile Server Software Annual Maintenance Fee	1	10,395.00 USD
29.	Enterprise Mobile Test or Training System Annual Maintenance Fee	1	2,194.50 USD
30.	Enterprise Mobile Test or Training System Annual Maintenance Fee	1	0.00 USD
31.	Ohio Crash	1	3,018.71 USD
32.	Third Party Software for HH Scanner	1	398.48 USD
33.	Enterprise RMS Disaster Recovery System Annual Maintenance Fee	1	3,402.00 USD
34.	CST License for Evidence Module	1	3,019.17 USD
35.	Enterprise RMS GIS (With CAD) Annual Maintenance Fee	1	0.00 USD
36.	Enterprise RMS Intelligence, Internal Affairs and Narcotics Annual Maintenance Fee	1	5,031.18 USD
37.	Enterprise RMS Server Software Annual Maintenance Fee	1	13,416.48 USD
38.	Citations	1	3,465.00 USD
39.	Enterprise RMS Test or Training System Annual Maintenance	1	1,701.00 USD



Renewal Order prepared by:
Shanteal Marcks
shanteal.marcks@centralsquare.com

Fee		
40. Enterprise RMS User Annual Maintenance Fee	30	23,873.85 USD
41. Field Ops (OP) Annual Subscription Fee	30	3,179.40 USD
42. Field Ops (OP) Annual Subscription Fee	30	2,920.20 USD
43. Field Ops (OP) Annual Subscription Fee	30	3,780.00 USD
44. Identix Livescan Interface Annual Maintenance Fee	1	3,153.15 USD
45. Inform Jail Server Software Annual Maintenance Fee	1	8,452.29 USD
46. NCIC/State Query Position for Enterprise CAD Annual Maintenance Fee	20	2,310.00 USD
47. NCIC/State Software Enterprise RMS Concurrent User Annual Maintenance Fee	10	1,155.00 USD
48. Standard Alpha Numeric Paging Interface Annual Maintenance Fee	1	2,079.00 USD
49. Standard ANI/ALI Interface Annual Maintenance Fee	1	2,079.00 USD
50. Std Enterprise CAD Motorola MCC 7500 Console Radio Interface Annual Maintenance Fee	1	0.00 USD
51. Zoll Interface	1	3,465.00 USD
	Total:	285,677.51 USD
	Discount Total:	679.80 USD
	Renewal Order Total:	284,997.71 USD

Billing Information

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Renewal Order Form.

Exhibit A The On Premise Subscriptions purchased under this Quote shall be governed by Exhibit A attached hereto.



Renewal Order prepared by:
Shanteal Marcks
shanteal.marcks@centralsquare.com

CentralSquare Technologies, LLC

Signature: Billie Jo Belcher

Name: Billie Jo Belcher

Title: Assistant General Counsel

Date: July 26, 2022

Warren County, OH

Signature: Shannon Jones

Name: Shannon Jones

Title: Vice - President

Date: 8.2.22

APPROVED AS TO FORM
Kathryn M. Horvath
Kathryn M. Horvath
Asst. Prosecuting Attorney

EXHIBIT A

Terms and Conditions for On-Prem Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

1. **Subscription Access.** Customer is purchasing subscription priced software under this Quote. So long as Client has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Quote. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Quote.

If customer terminates this Quote in accordance with the termination for convenience provision below, customer shall be entitled to a pro-rata refund of the annual subscription fee, calculated by the remaining months in the applicable annual subscription.

2. **Termination for Convenience.** This Quote may be terminated without cause by either party by providing written notice to the other party thirty (30) days prior to the date of termination.
3. **Termination of Access Rights.** Upon termination of this Quote, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.
4. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof under this Quote. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the software to monitor compliance with this Quote no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.

Resolution

Number 22-1165

Adopted Date August 02, 2022

ENTER INTO CONTRACT WITH DBT TRANSPORTATION SERVICES LLC FOR THE WARREN COUNTY AIRPORT- JOHN LANE FIELD INSTALL NEW AWOS III-PT PROJECT

WHEREAS, pursuant to Resolution #22-1083, adopted July 19, 2022, this Board approved a Notice of Intent to Award Contract for the Warren County Airport – John Lane Field Install New AWOS III-PT Project to DBT Transportation Services, LLC for a total contract price of \$114,983.00; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with DBT Transportation Services, LLC, 1500 City West Blvd. Suite 550, Houston, Texas 77042, for said project, for a total contract price of \$114,983.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP

cc: c/a— DBT Transportation Services LLC
Airport (file)
OMB Bid file

CONTRACT

This Agreement, made and entered into this 2 day of AUGUST, 2022, by and between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio 45036, acting by and through its President, pursuant to Motion passed by at least a majority vote of its members on AUGUST 2, 2022, hereinafter designated the OWNER, and DBT Transportation Services LLC located at 1500 City West Blvd. Ste 550, Houston, TX, hereinafter designated the CONTRACTOR, acting through its V.P. and COO pursuant to an authorizing corporate resolution. (title)

WITNESSETH:

That the parties to these presents, each in consideration of the undertakings, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed and do hereby undertake, promise and agree, the OWNER and its successors and assigns, and the CONTRACTOR for itself and its, successors and assigns, as follows:

The CONTRACTOR, in consideration of payment at the unit prices submitted in their Proposal dated 5-24-22 (the total of which is estimated to be \$114,983.00), to be paid by OWNER to CONTRACTOR, shall and will at its own cost and expense furnish all the labor, materials, tools and equipment to complete the items of work required for the following project: 2022 Improvements to Warren County Airport-John Lane Field, in accordance with the Plans and with the Specifications and Contract Documents dated April 2022 prepared by Stantec Consulting Services Inc. (attached to and included as part of this Agreement). Final payment will be determined by the sum of the unit prices multiplied by the actual approved number of units for each item of work stipulated, and may be more or less than the total amount estimated above.

If the CONTRACTOR shall fail to comply with any of the terms, conditions, provisions or stipulations of this Agreement, according to the true intent and meaning thereof, then the OWNER may avail itself of any or all remedies provided in its behalf in the Agreement and shall have the right and power to proceed in accordance with the provisions thereof. Work shall be completed in accordance with:

1. Materials purchased for use or consumption in connection with the proposed work may be exempt from the State of Ohio Sales Tax as provided for in Section 5739.02 of the Ohio Revised Code and also from the State of Ohio Use Tax, Section 5741.02. Purchases by CONTRACTOR, of expendable items such as form lumber, tools, oils, greases, fuel, or equipment rentals may be subject to the application of the Ohio Sales and Use Taxes. CONTRACTOR shall complete an updated IRS W-9 matching records on file with IRS.
2. CONTRACTOR hereby agrees to hold the OWNER free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of CONTRACTOR, its subcontractors, agents or employees.
3. CONTRACTOR agrees to pay each subcontractor under this prime Agreement for satisfactory performance of its Agreement no later than fourteen (14) days from the receipt of payment from OWNER for the work completed by the subcontractor. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of OWNER.
4. CONTRACTOR certifies that they have not been disbarred or otherwise prohibited by any federal, state or local governmental agency, authority or contracting party from entering into an Agreement for, or performing work on, the Project.
5. CONTRACTOR is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior. Should CONTRACTOR encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, they shall immediately cease operations in that location and notify the OWNER. OWNER will immediately investigate contractor's finding and OWNER will direct CONTRACTOR to either resume their operations or to suspend operations as directed. Should OWNER order suspension of CONTRACTOR'S operations in order to protect an archaeological or historical finding, or order CONTRACTOR to perform extra work, such shall be covered by an appropriate Agreement modification. If appropriate, the Agreement modification shall include an extension of the time for performance in this Agreement.

6. Changes in the Scope of Work, except deletions of Work to be performed, may only be accomplished by a written change order/amendment signed by both OWNER and CONTRACTOR that will set forth the adjustment in price which will result from the amendment. There will be no oral amendments or understandings binding on either party, nor will either party be liable for breach for failure to abide by an oral amendment/change order alleged to exist.
7. For and during the term of this Agreement, CONTRACTOR shall maintain such liability insurance specified in the General Contract Provisions. Said liability insurance shall be primary and any policy of insurance maintained by OWNER or its agents shall be secondary. Said liability insurance shall also provide the same coverage and duty to defend OWNER as such policy provides for CONTRACTOR. Said coverage shall not be altered or amended during the term of this agreement without the express written consent of OWNER.
8. This Agreement will be binding on and shall inure to the benefit of the successors and assigns of the parties hereto. This Agreement contains all of the terms, conditions, and representations between the parties hereto unless otherwise specifically set forth herein. This Agreement shall not be amended or supplemented except as may be done in writing and signed by the parties hereto.
9. This Agreement shall be governed by the laws of the State of Ohio. All claims, counterclaims, disputes, interpretations, and other matters in question between OWNER, its agents and employees, and CONTRACTOR arising out of or relating to this Agreement or its breach shall exclusively be the Warren County, Ohio Court of Common Pleas, and CONTRACTOR waives the right to remove or initiate any action in any federal court.
10. The remedies reserved in this Agreement are cumulative and in addition to any remedies provided for in law or equity. No waiver of the breach of any term of this Agreement on any occasion will constitute a waiver of any other provision, any future breach of the same provision, nor constitute a course of dealing contrary to the terms of this Agreement.
11. All notices and other communications required or authorized must be given either in writing or by personal delivery or by registered mail addressed to the respective party at the address indicated at the beginning of this agreement.
12. The Contractor understands and agrees that time is of the essence for completion of the Project and that the Owner will suffer additional expense and financial loss if said Project is not completed within the agreed upon Contract Time. Furthermore, the Contractor and Owner recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such documentation of loss, the Contractor expressly agrees to pay the Owner as liquidated damages the non-penal sum of \$1,500 per day for each calendar day in excess of the authorized Contract Time that work remains incomplete. In addition, the Contractor understands and agrees that:
 - a. the Owner has the right to deduct from any moneys due the Contractor the amount of said liquidated damages; and
 - b. the Owner has the right to recover the amount of said liquidated damages from the Contractor, Surety, or both.

IN WITNESS WHEREOF, the parties to this Agreement have hereto set their hand and seals and have executed this Agreement, in quadruplicate, the day and year stated below.

Attest:

WARREN COUNTY BOARD OF COMMISSIONERS
(OWNER)

By: _____

Name: _____

Title: _____

Date: _____

By: *Shannon Jones*

Name: *Shannon Jones*

Title: *Vice-President*

Date: *8-2-22*

By: *David G. Young*

Name: *David G. Young*

Title: *member*

Date: *8-2-22*

NBT Transportation Services LLC (CONTRACTOR)

By: *Nancy J. Thomsen*

Name: *Nancy J. Thomsen*

Title: *Executive Vice President and Chief Operating Officer*

Date: *6/15/2022*

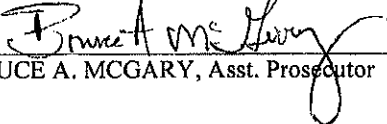
TREASURER'S CERTIFICATE: I, _____, Warren County Treasurer, hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of this Agreement and is in its Treasury or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

By: _____
Treasurer

Date: _____

APPROVED AS TO FORM:

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

By:  _____
BRUCE A. MCGARY, Asst. Prosecutor

Resolution

Number 22-1166

Adopted Date August 02, 2022

ENTER INTO CLASSROOM TRAINING AGREEMENT ON BEHALF OF OHIOMEANSJOBS
WARREN COUNTY

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

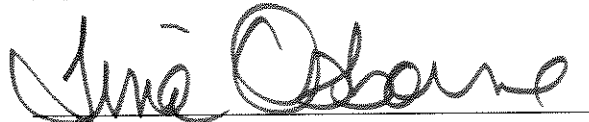
Southern State Community College
351 Brooks-Malott Road
Mt. Orab, OH 45154

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

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

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a - OhioMeansJobs
OhioMeansJobs (file)

Classroom Training Agreement

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

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational skills trainings such as computer software and hardware technologies, networking technologies, business and office technologies, diversified medical occupations, electrical and electrical technologies, building and machine trades industrial trades, fire and police technologies, heating and air conditioning and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2023. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

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

prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

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

reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to require immediate dismissal as per Contractor written policies in the course catalog.

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

Responsibilities of OMJWC:

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

General Provisions:

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

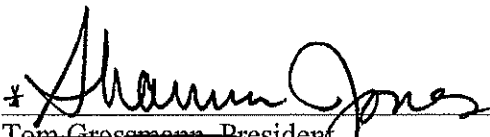
Assurances and Certifications:

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

Signature Page

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

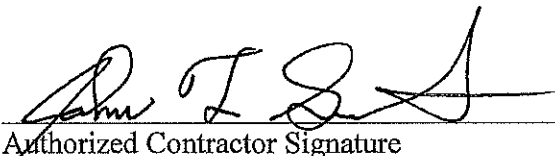
Warren County Board of Commissioners



~~Tom Grossmann, President~~
Shannon Jones, Vice President

8.2.22
Date

Contractor



Authorized Contractor Signature


7.27.22
Date

JT Smith

Typed Name of Authorized Contractor

7/27/2022
Date

Approved as to form:



~~Keith Anderson, Asst. Prosecutor~~
Adam Wice

7/29/22
Date

Resolution

Number 22-1167

Adopted Date August 02, 2022

AUTHORIZE WARREN COUNTY ENGINEER TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT PROGRAM RELATIVE TO THE WARREN COUNTY TURTLECREEK TOWNSHIP WALL PROJECT

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

WHEREAS, the Board of Warren County Commissioners is planning to make capital improvements for the Warren County Turtlecreek Township Wall Project; and

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

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

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

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

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

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

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1168

Adopted Date August 02, 2022

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

BE IT RESOLVED, to enter into an engineering service contract with Fishbeck, Inc. 10856 Reed Hartman Hwy., Suite 175, Cincinnati, OH 45242 for engineering services for Mason Morrow Millgrove Road Bridge #38-0.37 Replacement Project, as attached hereto and made part hereof.

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

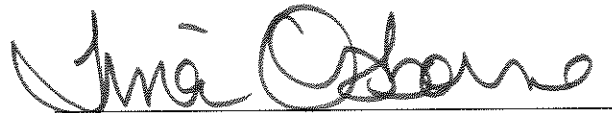
Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

**ENGINEERING SERVICES CONTRACT
FOR
MASON-MORROW-MILLGROVE ROAD BRIDGE #38-0.37 REPLACEMENT 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 Fishbeck, Inc., 10856 Reed Hartman Highway, Suite 175, Cincinnati, Ohio 45242, a corporation organized, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the "ENGINEER."

COUNTY ENGINEER intends to replace Mason-Morrow-Millgrove Road Bridge #38-0.37 over Muddy Creek and improve the roadway approaches at the bridge, hereinafter referred to as the "PROJECT."

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

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

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General

- 1.1.1 ENGINEER shall perform professional services as hereinafter stated, which include customary civil, structural, and customary surveying services incidental thereto.
- 1.1.2 ENGINEER shall provide Construction Contract Plans to replace Mason-Morrow-Millgrove Road Bridge #38-0.37 in order to improve the safety of the bridge and roadway.
- 1.1.3 ENGINEER shall provide any additional Professional Surveying Services necessary to complete the road design.
- 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 scope of services and the ENGINEER'S fee proposal (letter dated June 28, 2022) each of which is attached and made a part of this contract and identified as Exhibit 1 and Exhibit 2 respectfully, hereinafter referred to as "Basic Services."

1.2 Preliminary Design Phase

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

- 1.2.1 In consultation with COUNTY ENGINEER determine the extent of the PROJECT; ENGINEER shall make recommendation of structure type.
- 1.2.2 Prepare preliminary design documents consisting of 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.

1.3 Final Design Phase

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

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

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

- 2.1 If authorized in writing by OWNER and COUNTY ENGINEER, ENGINEER shall furnish or obtain from others Additional Services of the following types, which are not considered normal or customary Basic Services. Such services will be set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.
 - 2.1.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 - 2.1.2 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, COUNTY ENGINEER'S schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER's control.
 - 2.1.3 Providing renderings or models for COUNTY ENGINEER'S use.
 - 2.1.4 Preparing documents for alternate bids requested by COUNTY ENGINEER for Contractor(s)' work which is not executed or documents for out-of-sequence work.
 - 2.1.5 Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting COUNTY ENGINEER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by COUNTY ENGINEER.
 - 2.1.6 Furnishing the services of special consultants for other than the normal civil and structural engineering and normal architectural design incidental to the Project and providing data or services or types described in paragraph 3.3 when COUNTY ENGINEER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3

- 2.1.7 Services in connection with change orders to reflect changes requested by COUNTY ENGINEER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, services after the award to each contract in evaluating substitutions proposed by Contractor(s), and in making revisions to Drawings and Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.
- 2.1.8 Services during out-of-town travel required of ENGINEER other than visits to the site as required by Section 1, as approved by COUNTY ENGINEER.
- 2.1.9 Preparing for COUNTY ENGINEER, on request, a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.
- 2.1.10 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).
- 2.1.11 Preparation of operating and maintenance manual; protracted or extensive assistance in the utilization of any equipment or system (such as initial startup, testing adjusting and balancing); and training personnel for operation and maintenance.
- 2.1.12 Services after completion of the Final Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
- 2.1.13 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).
- 2.1.14 Additional service in connection with the Project, including services normally furnished by COUNTY ENGINEER and services not otherwise provided for in this agreement.

2.2 Resident Services During Construction.

- 2.2.1 If requested by COUNTY ENGINEER and approved by OWNER or recommended by ENGINEER and agreed to in writing by the parties, a Resident Project Representative will be furnished and will act as directed by ENGINEER in order to assist ENGINEER in observing performance of the work of Contractor(s). Such services will be paid as set forth in an Exhibit, which is to be identified, attached to and 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 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 shall 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 for Project set forth in Section 1 hereof to the COUNTY ENGINEER for the Replacement of Mason-Morrow-Millgrove Road Bridge #38-0.37 over Muddy Creek, for a base fee of \$107,264.00 and a not-to-exceed fee of \$18,325.00 for additional contract services, only if authorized pursuant to Section 2 of this agreement, for a total not-to-exceed fee of \$125,589.00.

5.1.1.2 For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.

5.2 Times of Payments.

5.2.1 Engineer shall submit monthly statements for Basic and Additional Services rendered. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements, EXCEPT as provided in Section 5.2.2.

5.2.2 The OWNER shall reimburse the ENGINEER for services included to a maximum of 90% of the total contract amount until such time as the final plan documents have been received and approved by the COUNTY ENGINEER. The Owner shall pay the final 10% of the contract amount upon final approval of the plans and documents.

5.3 Other Provisions Concerning Payments.

5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER's statement therefore, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until he/she has been paid in full all amounts due for services and expenses.

5.3.2 In the event of termination by OWNER under paragraph 6.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for all services satisfactorily rendered through such phase shall constitute total payment for such services.

5.3.3 Records of ENGINEER'S Salary Costs pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER and COUNTY ENGINEER upon request prior to final payment for ENGINEER'S services.

5.4 Definitions

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination.

The obligation to provide services under this Agreement may be terminated by OWNER for convenience upon seven days' written notice by certified mail, return receipt requested, and 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. No party shall initiate or attempt to remove any litigation arising out of this Agreement in any other state or federal court.

6.4 Successors and Assigns.

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

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

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

6.5 Modification or Amendment

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

6.6 Construction

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

6.7 Waiver

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

6.8 Relationship of Parties

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

6.9 Parties

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

6.10 Headings

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

6.11 Notices

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

TO: Warren County Commissioners	Warren County Engineer's Office
Attn: Tiffany Zindel, County Administrator	Attn: Neil F. Tunison, County Engineer
406 Justice Drive	210 W Main Street
Lebanon, Ohio 45036	Lebanon, Ohio 45036
Ph. 513-695-1250	Ph. 513-695-3301

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

6.12 Insurance

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

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

7.1 This Agreement is subject to the following special provisions:

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

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

Exhibit 1 and Exhibit 2

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

SECTION 8 – ENTIRE AGREEMENT

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

SECTION 9 – INDEMNIFICATION

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

[continued on next page]

SECTION 10 – EXECUTION

ENGINEER :

IN EXECUTION WHEREOF, Fishbeck, Inc. has caused this Agreement to be executed on the date stated below by Allen J. Aspacher, its Vice President, pursuant to a corporate Resolution authorizing such act.

FISHBECK, INC.

SIGNATURE: Allen J. Aspacher
PRINTED NAME: Allen J. Aspacher
TITLE: Vice President
DATE: 7/13/2022

OWNER:

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed by Shannon Jones, its Vice President, on the date stated below, pursuant to Resolution No. 22-1168 dated 8.2.22.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Shannon Jones
PRINTED NAME: Shannon Jones
TITLE: Vice President
DATE: 8.2.22

RECOMMENDED BY:

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

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

APPROVED AS TO FORM:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: David P. Fornshell
Assistant Prosecuting Attorney
Date: 7/22/22

WARREN COUNTY ENGINEER'S
SCOPE OF SERVICES

1. PROJECT IDENTIFICATION

Project Name: Mason-Morrow-Millgrove Road Bridge #38-0.37 Replacement Project

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

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

2. PROJECT LIMITS

Length Approximately: Mason-Morrow-Millgrove Road Bridge #38-0.37 – extending approximately 100 to 200 feet on each bridge approach or as recommended by Consultant

Additional Information: N/A

3. AGREEMENT BETWEEN PROFESSIONAL ENGINEER AND

State _____ County X City _____ Other _____

4. METHOD OF FINANCING

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

Engineering: Warren County Engineer's Office

Construction: Warren County Engineer's Office, City of Mason, Possible OPWC or other funding

5. WORK PHASES INCLUDED IN AGREEMENT

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

Phase B – Final Design

6. PLAN SCALES

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

7. JOURNALIZED SPEED LIMIT

Road Name: Mason-Morrow-Millgrove Road - 35 MPH

8. TYPICAL SECTIONS/NUMBER OF LANES

Remarks: Mason-Morrow-Millgrove Road will remain at its current number of lanes.

Number of lanes 2 lanes width of lanes 12 feet

6" inches of Item 304

8" inches of Item 301 PG64-22

1 1/2" inches of Item 442 Intermediate 19mm, Type A, (448)

1 1/2" inches of Item 826 Surface 442 12.5mm, Type C, (448)

Underdrains: YES _____ NO X Consultant to Recommend _____

Curbs: YES _____ NO X

Shoulders/Berms: YES X NO _____ Consultant to Recommend _____

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

Median: YES _____ NO X Consultant to Recommend _____

Guardrail: YES X NO _____ Type MGS Anchor Type E or recommend, Type T at drive locations

Clear Zone Grading: YES _____ X _____ NO _____

Fencing: YES _____ NO X

Lighting: YES _____ NO X Consultant to Recommend _____

9. ALIGNMENT

The existing alignment of Mason-Morrow-Millgrove Road shall be maintained but consultant to make sure existing condition meetings horizontal design speed.

10. PROFILE

Modify profile as needed based on the new superstructure and consultant shall verify that vertical design speed it met.

11. SIGNING: YES _____ X _____ NO _____

Remarks: Reuse existing signs if in good condition.

12. SIGNALS: YES _____ NO X

Warrants: YES _____ NO X

13. STRIPING: YES NO

Type: 644 Thermoplastic (Asphalt) and 646 Epoxy (Concrete Deck)

14. DELINEATION

Delineators: YES NO

RPMs: YES NO

15. DRAINAGE/ENVIRONMENTAL

Roadway Drainage Criteria: Hydraulic Analysis per City of Mason Stormwater Regulations

Existing: Surface Closed

Proposed: Surface Closed

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

Storm Water Pollution Prevention Plan: YES

NO (less than 1 acre disturbed)

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

Channel Change Study Required: YES NO

Flood Hazard Evaluation: YES NO

Risk Analysis: YES NO

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

If Authorized Tasks: USACE 404 Nationwide Permit (if authorized)

Hydraulic calculations for bridge (if authorized)

16. BRIDGE CROSSINGS

Number of Bridges: (1) Mason-Morrow-Millgrove Road over Muddy Creek, Bridge #38-0.37

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

Loading: HL93

Bridge Width (face to face of rails): 24' existing – 41' proposed (verify typical per BDM)

Bridge Typical Section: (2) 12' lanes, (2) 2' shoulders, (1) 12' multi-purpose path, (1) 1' parapet

Bridge Rail: YES NO Type TST (right), Concrete Parapet with TST (left)

Interchanges: None

Cross Roads: None

Streams: Muddy Creek

Culverts: YES _____ NO _____ X _____

Remarks: _____

Alternates Required: YES _____ NO _____ X _____

Railroads: None

Railroad Location Plan: YES _____ NO _____ X _____

Pedestrian: 12 ft multi-purpose path on north side of bridge

Mass Transit: None

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

17. Bikeways: YES _____ X _____ NO _____

Railroads: YES _____ NO _____ X _____

Mass Transit: YES _____ NO _____ X _____

Service Roads: YES _____ NO _____ X _____

18. RETAINING/NOISE WALLS:

Number of Retaining Walls: Unknown at this time

Type of Retaining Walls: _____ Consultant to Recommend X

Noise Walls: YES _____ NO _____ X _____

19. MAINTENANCE OF TRAFFIC

Maintenance of Traffic: Full closure of Mason-Morrow-Millgrove Road shall be allowed.

Maintenance of Pedestrian Traffic: YES _____ NO _____ X _____

Maintenance of Railroad Traffic: YES _____ NO _____ X _____

Detour Plan: YES X NO _____

Remarks: The posted detour for the bridge closure shall utilize US 42, SR 741, Kings Mills Road, and Columbia Road.

20. UTILITIES:

Electric: Duke Energy

Gas: Duke Energy

Telephone: Cincinnati Bell, CenturyLink / Lumens

Communication: Spectrum, City of Mason Fiber, Independent Fiber Network, MCI / Verizon, Crowncastle Fiber

Water: Greater Cincinnati Water Works

Sanitary Sewer: City of Mason

Professional Engineer must contact all Utility Companies and indicate all field-located, existing utility facilities (including house connections) on the plans prior to sending a survey crew to collect all of the raw data. If any utility company fails to locate their facilities, the Professional Engineer must inform the COUNTY ENGINEER. The COUNTY ENGINEER will then contact the utility company about locating their facilities prior to sending a survey crew into the field to collect all of the raw data. The Professional Engineer must display the field-located locations of each utility facility on the plans. If the field-located utility facilities are not shown on the plans, the Professional Engineer will send their survey crew back out into the field and collect the field-located utility data at the Professional Engineer's expense.

21. ESTIMATED QUANTITIES: YES _____ X _____ NO _____

Quantity Splits: YES _____ NO _____ X _____

22. CONSTRUCTION COST ESTIMATE: YES _____ X _____ NO _____

23. EXTENT OF FIELD SURVEYS: (1) The City of Mason prefers to acquire any necessary permanent R/W by perpetual easement, unless requested otherwise by the property owner. (2) Depict all trees and large bushes on the plans individually.

Professional Engineer

Main Road Alignment	(X)
Main Road Profile	(X)
Side Road Alignment	()
Side Road Profile	()
Aerial Control	()
Reference Points & Bench Marks	(X)
State Plane Coordinates	(X)

- Alignment & Profile of Driveways (X)
- Cross Sections (X)
- Pavement Salvage Sections ()
- Channel Cross Sections (X)
- Drainage Survey (X)
- Topo Identification (X)
- Utilities (X)
- Pavement Cores ()
- Geotechnical Boring Staking (X)
- Property Corners and Monuments (X)

24. RIGHT-OF-WAY AND EASEMENTS:

Professional Engineer

- Property Map ()
- Centerline Plat ()
- Courthouse Research (X) Research for existing R/W shall go back to original deed for each parcel in the project
- Right-of-Way Plan sheets () Show existing and proposed R/W on plan sheets (Don't need separate R/W plans)
- R/W Summary ()
- Permanent & Temporary R/W Legal Descriptions (X) (Provide "Not to Exceed" unit price per legal description)
- Exhibits for each Legal Description (X) Drawings of R/W area on 8 ½" x 11" paper (Provide "Not to Exceed unit price per exhibit)
- Dedication Plat(s) or Survey Record(s) ()
- Approximate Number of Property Owners 0-2

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

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

25. TRAFFIC DATA:

State _____ County _____ Professional Engineer _____

Remarks: Mason-Morrow-Millgrove Road had an ADT of 5,700 vpd in 2017 per TEC study.

26. GEOTECHNICAL/SUBSURFACE INVESTIGATION:

State _____ County _____ Professional Engineer Other _____

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

27. PRIOR STUDIES:

TEC Study – City of Mason can provide if requested.

28. PUBLIC HEARINGS/INFORMATIONAL MEETINGS:

Type of Hearing Required: N/A

Professional Engineer's Responsibility: N/A

Exhibits: N/A

29. Engineering Agreement will be an itemized contract.

30. Professional Engineer to provide all office and field work to a) prepare final construction plans, b) write general and special notes, c) calculate quantities, and d) determine existing right-of-way, easement and property lines.

31. With submission of proposal, Professional Engineer shall submit a tentative time of completion for final plan filing following authorization to proceed.

32. Professional Engineer to indicate Property Owner Name, House Number, Parcel ID, and Official Record and Page on the plan sheets.

33. Professional Engineer is to adequately mark the baseline and/or centerline in the field. The points set in the field shall be shown on the plans. At a minimum, the points to be marked in the field shall be located at one hundred (100) foot intervals. The PC, PI and PT of each curve shall also be marked or referenced. As required, the points to be witnessed in the field shall be witnessed from a MINIMUM of three (3) points, located outside of the work limits. Where the Professional Engineer has established and utilized a baseline, instead of the centerline, the Professional Engineer **MUST** show on the plans the relationship between the baseline marked in the field and the centerline.

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

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

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

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

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

37. Along with the FINAL submission of the project plans and documents, the Professional Engineer shall furnish to the Engineer a copy of ALL field notes; a listing of point coordinates and point descriptions for ALL points on the existing AND proposed centerline, baseline and right-of-way line; a closure for EACH easement or right-of-way take; and a copy of ALL quantity calculations.
38. The Construction plans are to be stamped and signed by a Professional Engineer, registered in the State of Ohio. The Right-of-Way items are to be stamped and signed by a Professional Surveyor, registered in the State of Ohio.
39. The Professional Engineer shall furnish to the Engineer a load rating report for the bridge analyzed by the Load and Resistance Factor Rating (LRFR) method in accordance with the AASHTO Manual for Bridge Evaluation and the ODOT Bridge Design Manual (BDM). The bridge load rating report shall include a current ODOT BR100 Summary that is stamped, signed, and dated by a Professional Engineer. The report shall provide the safe load capacity for the HL-93 design vehicle, the four Ohio legal trucks (2F1, 3F1, 4F1, 5C1), the four specialized hauling vehicles (SU4, SU5, SU6, SU7) and the two emergency vehicles (EV2, EV3).
40. All final plats to be in ink on high quality mylar copies and shall be 24" x 36" in size. All final plans shall be 22"x34" (full size) and 11"x17" (½ size) with Professional Engineer stamp and signature in PDF format. One full size and ½ size plan set shall be submitted on plain paper.
41. The plans shall be prepared with a computer-aided design and/or drafting system (CAD), and the Professional Engineer shall furnish to the Engineer a computer disk or disks containing all the project information. The computer-aided (CAD) files shall be submitted in a format compatible with "AutoCAD".

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

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

Professional Engineer Name: Fishbeck, Inc.
Address: 10856 Reed Hartman Hwy, Suite 175
Cincinnati, Ohio 45242
Phone: (513) 247-8571

June 28, 2022

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

**Mason-Morrow-Millgrove Road Bridge #38-0.37 Replacement Project
Fee Proposal**

Dear Roy:

Fishbeck is pleased to submit our fee proposal for Phase A and B of the Mason-Morrow-Millgrove Road bridge replacement project to Warren County Engineer's Office (County). This fee will include two submittals to the County plus the final deliverable to address any comments generated from the County's review of Phase A and B deliverables.

We are familiar with the initial goals of this project and are committed to providing the County exceptional service. We appreciate the opportunity to work with the County on this infrastructure improvement project in the City of Mason and look forward to your authorization.

If you have any questions or require additional information, please contact me at 513.247.8571 or jpcarroll@fishbeck.com.

Sincerely,



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



Kamran Qadeer, PE
Senior Vice President/Principal

Attachments
By email

Proposed Cost Summary1
Proposed Hours2
Project Narrative3
 Introduction3
 Scope of Services3
 Project Schedule7

Appendices

Appendix A – Subconsultant Scope & Fee

Appendix B – County Scope of Services

Proposed Cost Summary

**ENGINEERING AND TECHNICAL SERVICE COST PRICE PROPOSAL
AND LABOR RATES FOR
Mason-Morrow-Millgrove Bridge Replacement
WAR-M0038-0037**

CONSULTANT: Fishbeck

Date of Proposal: 6/27/2022

PROJECT DESCRIPTION: The fee will include 3 submittals, with 2 formal reviews plus the final deliverables for the bridge replacement project.

Task Description	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subconsult Costs	Net Fee	Total Cost
Design and Plan Development									
A. Phase A Design	\$49.58	295	\$14,600	\$27,563	\$63	\$512	\$11,700	\$2,826	\$67,264
B. Phase B Design	\$49.63	322	\$15,956	\$30,124	\$68	\$25	\$0	\$3,098	\$49,261
C. Final Deliverables	\$67.00	4	\$228	\$430	\$1	\$36	\$0	\$44	\$739
Authorized Services	\$49.65	620	\$30,704	\$58,117	\$132	\$573	\$11,700	\$5,958	\$107,264
1 - Additional Geotechnical Exploration	\$66.00	1	\$66	\$125	\$0	\$0	\$3,650	\$13	\$3,754
2 - Traffic Control for Geotechnical Services	\$66.00	1	\$66	\$125	\$0	\$0	\$1,375	\$13	\$1,579
3 - Proposed Easement	\$59.00	3	\$177	\$334	\$1	\$5	\$0	\$34	\$551
4 - Proposed Exhibit	\$59.00	6	\$354	\$668	\$2	\$5	\$0	\$69	\$1,098
5 - Alternative Bridge Final Design	\$49.29	48	\$2,366	\$4,467	\$10	\$0	\$0	\$468	\$7,301
6 - Environmental Support	\$66.00	4	\$264	\$498	\$1	\$0	\$0	\$51	\$814
"If Authorized" Services	\$52.27	63	\$3,293	\$6,217	\$14	\$10	\$4,925	\$638	\$15,097

NOTES:

1. If Authorized services "1-Additional Geotechnical Exploration" is per day (3 cores per day).
2. If Authorized services "2-Traffic Control for Geotechnical Services" is per day for any traffic control services.
3. If Authorized services "3-Proposed Easement" and "4-Proposed Exhibit" are the cost per parcel.

DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS, PERSONNEL CATEGORIES FOR
Mason-Morrow-Millgrove Bridge Replacement
WAR-M0038-0037

Task Description	QA/QC Reviewer	Project Manager	Sr Bridge Engineer	Sr Roadway Engineer	Roadway Engineer	Bridge Engineer	Administration	Surveyor	Field Technician	Overall Total Hours
Design and Plan Development										
A. Phase A Design										
1 - Project Setup	0	3	0	0	0	0	2	0	0	5
2 - Field Survey & ROW	0	1	2	0	0	0	0	48	34	85
3 - Geotechnical Investigation	0	3	0	0	0	1	0	0	0	4
4 - Preliminary Roadway Design	0	2	0	16	40	0	0	0	0	58
5 - Abbreviated Structure Type Study	0	3	37	0	0	51	0	0	0	91
6 - Preliminary Site Plan	0	0.5	6	0	0	17	0	0	0	23.5
7 - Bridge Transverse Section & Abutment Section	0	0.5	4	0	0	14	0	0	0	18.5
8 - Meeting	0	1.5	0	0	0	0	0	0	0	1.5
9 - General Oversight	0	2	0	0	1	1	0	0	0	4
10 - QA/QC Review	4	0	0	0	0	0	0	0	0	4
A. Phase A Design	4	16.5	49	16	41	84	2	48	34	294.5
B. Phase B Design										
1 - Roadway Design	0	3.5	0	33	51	0	0	0	0	87.5
2 - Bridge Design	0	3.5	65	0	0	138	0	0	0	204.5
3 - Cost Estimates	0	1	2	2	1	4	0	0	0	10
4 - Load Rating	0	0	3	0	0	6	0	0	0	9
5 - Meetings	0	1.5	0	0	0	0	0	0	0	1.5
6 - General Oversight	0	2	0	0	1	1	0	0	0	4
7 - QA/QC Review	5	0	0	0	0	0	0	0	0	5
B. Phase B Design	5	11.5	70	35	53	147	0	0	0	321.5
C. Final Deliverables										
1 - Submission of Final Tracings and Documentation	0	3	0	0	0	0	1	0	0	4
C. Final Deliverables	0	3	0	0	0	0	1	0	0	4
Authorized Services	9	31	119	51	94	231	3	48	34	620
D. "If Authorized" Items										
1 - Additional Geotechnical Exploration	0	1	0	0	0	0	0	0	0	1
2 - Traffic Control for Geotechnical Services	0	1	0	0	0	0	0	0	0	1
3 - Proposed Easement	0	0	0	0	0	0	0	3	0	3
4 - Proposed Exhibit	0	0	0	0	0	0	0	6	0	6
5 - Alternative Bridge Final Design	1	1	14	0	0	32	0	0	0	48
6 - Environmental Support	0	4	0	0	0	0	0	0	0	4
D. "If Authorized" Items	1	7	14	0	0	32	0	9	0	63
"If Authorized" Services	1	7	14	0	0	32	0	9	0	63

Introduction

The County intends to replace the existing single span box beam bridge carrying Mason-Morrow-Millgrove Road over Muddy Creek. The bridge will be widened to include a 12' wide raised shared used path (SUP) along the north fascia, in addition to the two lanes of vehicular traffic. The new SUP will connect into the existing SUP alignment on the west end in the Masons Sports Park. The SUP will terminate after the approach slab at the east end, which will be further coordinated during final design. The City of Mason (City) will be responsible for the limits of the SUP on the east end beyond the limits shown in the plans. The County's consultant design services will be split into two parts, Phase A and Phase B. Phase A will consist of the preliminary design and Phase B the final design. Phase A services will also include field survey and right-of-way (ROW), geotechnical services, and an abbreviated Structure Type Study (STS) with a hydraulic analysis to evaluate the most effective replacement structure. Phase B services will include final roadway and bridge design services for the new structure. Fishbeck is teamed with S&ME, Inc. to provide geotechnical services.

Additional services or effort may be required and have been designated as an "If-Authorized" service, which may include the following: proposed right-of-way (ROW), additional geotechnical exploration, traffic control, additional transportation design services based on the selected bridge alternative, or environmental support.

This fee proposal will include 3 submittals, with 2 formal County reviews, plus the final deliverable which will be submitted in PDF format. This is a lump sum type agreement with the County.

Scope of Services

The following scope of services was prepared per the County provided Scope of Services document dated May 16, 2022, our field meeting with the County and the City on June 2, 2022, and subsequent correspondence. Refer to Appendix B for the County provided Scope of Services.

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

Phase A Design

A.1 – Project Setup

The requested hours in our fee spreadsheet include project setup in our accounting system, internal management, and preparing and executing a subconsultant agreement with S&ME, Inc. Fishbeck will enter into an agreement with the County provided engineering services contract.

A.2 – Field Survey & ROW

Fishbeck will perform general topographic and location survey, which will include OUPS coordination, project control and benchmarking, and mobilization. Muddy Creek stream cross sections will be taken up to 150' upstream and downstream of the existing bridge fascias. Topographic cross sections will be taken up to 300' on each approach beyond the existing bridge limits at 25' intervals. The existing SUP location and alignment in the Mason Sports Park will also be surveyed within the project limits. The utilities will be located, and a centerline of construction and ROW will be established. The field information will be post processed for the project basemap with contours generated at 2' intervals. Courthouse research will be prepared to establish ROW and property lines. Fishbeck will research all property owner information and provide the information on WCEO letterhead for the County to mail to the property owners.

A.3 – Geotechnical Investigation

Fishbeck will utilize the services of S&ME, Inc. to provide geotechnical investigations and recommendations. Two structural borings will be performed for the structure replacement behind the existing abutments. Refer to Appendix A for the complete scope of services and fee for this task to be performed by S&ME, Inc. See

"If-Authorized" services for additional geotechnical exploration. Traffic control is not included in this cost. The Fishbeck requested hours includes effort to review the draft geotechnical report and coordinate with S&ME, Inc. on boring locations.

A.4 – Preliminary Roadway Design

Roadway design tasks will include a Typical Section sheet, including an existing and proposed typical section, and a Plan and Profile Sheet, including guardrail, construction, and project limits for the selected bridge alternative in the abbreviated STS. Mason-Morrow-Millgrove Road shall be designed for a 35-mph speed limit at the project location. Fishbeck shall verify the existing horizontal and vertical curves meet ODOT L&D Volume 1 criteria, and if so, closely match existing. The horizontal alignment can be moved slightly north if required for widening to meet ODOT L&D Volume 1 criteria and still remain within the anticipated project limits, with the goal to match the existing. The SUP limits outside the approach slab limits will be shown in the Plan and Profile sheet.

A.5 – Abbreviated Structure Type Study

The County desires to replace the bridge with a longer single span structure that utilizes the existing abutment walls/wingwalls for scour protection. The existing wall spread footing dimensions and limits are unknown. The new bridge is to be widened to the north beyond the existing bridge substructure limits, likely requiring work below the ordinary high-water mark (OHWM). Fishbeck will perform an abbreviated STS on three single span composite bridge alternatives: adjacent box beams, rolled steel beams/girders, and prestressed concrete I-beams. Design criteria, structure considerations, ROW impacts, hydraulics, and utility impacts will be discussed and supported by conceptual project cost estimates for each of the three alternatives. The feasibility of salvaging portions of the existing substructure units will be further evaluated and discussed as well. A hydraulic analysis will be performed in HEC-RAS to evaluate the impacts of each structure alternative on the design and 100-year water surface elevations. The existing HEC-RAS model of Muddy Creek has already been obtained from District 8. The type of foundations will be determined from the soil borings and coordinated with S&ME, Inc. The recommended bridge alternative will be summarized in the abbreviated STS with appendices containing plan sheets, cost estimates in excel, and a draft geotechnical report. The final design services, which are part of Phase B of the project, will be based on the selected structure type by the County.

A.6 – Preliminary Site Plan

Fishbeck will prepare one preliminary Structure Site Plan sheet for the recommended structure alternative per ODOT BDM Section 201.1.2.2 and will be included in the abbreviated STS. Hydraulic data will be included on the Site Plan from the hydraulic analysis.

A.7 – Bridge Transverse Section and Abutment Section

Fishbeck will prepare a preliminary transverse section and abutment section for the recommended structure alternative and will be included in the abbreviated STS.

A.8 – Meeting

Fishbeck suggests a virtual meeting with our PM and the County, after the abbreviated STS has been reviewed, to discuss any Phase A comments to address and incorporate.

A.9 – General Oversight

Fishbeck recommends general oversight activities which include the following:

- Tracking and managing the project budget and tasks.
- Maintaining project files.

- Processing invoices.
- Address client comments.

A.10 – QA/QC Review

Fishbeck will provide a high-level QA/QC review of the Phase A Deliverable.

Phase B Design

B.1 – Roadway Design

This task will include completion of the detailed design and update the previously generated sheets from Phase A. The following sheets will be generated during Phase B design to be included in the plan set:

- Title sheet
- Typical Section – update sheet only
- General Notes and Maintenance of Traffic Notes
- General Summary
- Estimated Quantities
- Plan and Profile – update sheet only
- Cross Sections – 2 sheets total
- Traffic Control Plan

B.2 – Bridge Design

This task will include completion of the detailed design and update the previously generated Site Plan sheet and Transverse Section sheet. Fishbeck’s sheet count, hours and estimate assume a prestressed adjacent box beam bridge is the selected alternative for final design services. See “If-Authorized” services for a difference in bridge type selected. The following sheets will be generated during Phase B design to be included in the plan set:

- Site Plan – update sheet only
- General Notes
- Estimated Quantities
- Foundation Plan
- Rear Abutment Plan and Elevation
- Forward Abutment Plan and Elevation
- Abutment Sections
- End Diaphragm Details
- Framing Plan and Beam Details
- Deck and Transverse Section
- Camber, Screed, and Deck Elevations
- Bearing Details
- Barrier Transition Details
- Approach Slabs
- Reinforcing Steel List

B.3 – Cost Estimates

Fishbeck will prepare a total project cost of all the items using the ODOT Estimator program and evaluate appropriate inflation and contingency rates based on the year of construction.

B.4 – Load Rating

The adjacent box beam bridge will be load rated in AASHTOWare BrR. A signed and sealed BR100 form and electronic .xml file will be included in the final deliverable submission.

B.5 – Meetings

Fishbeck suggest one virtual meeting with the County to discuss any comments provided from the County's review of the Phase B deliverable.

B.6 – General Oversight

Fishbeck recommends general oversight activities which include the following:

- Tracking and managing the project budget and tasks.
- Maintaining project files.
- Processing invoices.
- Address client comments.

B.7 – QA/QC Review

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

Final Deliverables

C.1 – Submission of Final Tracings and Documentation

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

"If-Authorized"

D.1 – Additional Geotechnical Exploration

Additional geotechnical exploration to be performed on per day basis, includes 3 exploration cores to assist with identifying the location of the existing substructure foundation limits. Traffic control is not included in this cost. Refer to Appendix A for the complete scope of services and fee for this task.

D.2 – Traffic Control for Geotechnical Services

Traffic control to be provided on a per day basis cost.

D.3 – Proposed Easement

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

D.4 – Proposed Exhibit

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

D.5 – Alternative Bridge Final Design

If the steel beam/girder bridge or the prestressed concrete I-Beam bridge alternative is selected in Phase A, the additional cost to prepare a plan set for this type of structure is represented as the cost difference greater than the authorized adjacent box beam bridge.

D.6 – Environmental Support

Fishbeck will coordinate with agencies and apply for necessary permits. If fill below the OHWM is required, a 404 Nationwide Permit will be necessary. Fishbeck has included 4 hours to assist on this task.

Project Schedule

Fishbeck recommends the schedule below that provides ample time for deliverable review from the County at each project milestone for final plans to be submitted by July 2023.

MILESTONE	COMMITMENT DATE
Authorize Design Consultant	7/29/2022
Phase A Design Submitted	12/16/2022
Receive Phase A Comments	1/27/2023
Phase B Design Submitted	4/7/2023
Receive Phase B Comments	5/12/2023
Final Deliverable Submission	6/30/2023



June 14, 2022

Fishbeck, Inc.
11353 Reed Hartman Highway, Suite 500
Cincinnati, OH 45241

Attention: Mr. Jonathan P. Carroll, PE
E: jpcarroll@fishbeck.com

Reference: **Proposal – Geotechnical Exploration**
Mason Morrow Millgrove Road Bridge Replacement
Warren County, Ohio
S&ME Proposal No. 22-78-0077

Dear Mr. Carroll:

S&ME, Inc. (S&ME) is pleased to be given this opportunity by Fishbeck, Inc. (Fishbeck) to submit this proposal for performing a Geotechnical Exploration for the proposed Mason Morrow Millgrove Road bridge replacement project in Warren County, Ohio. We understand that scour sampling and testing, and preparation of Soil Profile Sheets are not needed for this project. This proposal describes our understanding of the project and the requested geotechnical services, outlines our approach, and presents a schedule and proposed fee for these services.

◆ Project Description

Based on project information provided by Fishbeck via email on June 2, 2022, and follow up discussions, we understand that the existing single-span bridge supported on concrete abutments carrying Mason Morrow Millgrove Road over Muddy Creek is to be replaced with a single-span structure supported on extended foundations consisting of drilled shafts. The new bridge is anticipated to be located at the same location as the existing bridge, with the new abutments located behind the existing abutments. The existing abutments may remain in-place as scour protection.

We understand that the Geotechnical Exploration is to be performed in accordance with the current (January 2022 update) ODOT *Specifications for Geotechnical Investigations (SGE)*, except that preparation of ODOT Soil Profile – Structure sheets will not be prepared, plan reviews will not be performed, and no scour sampling or testing will be performed.

◆ Geology of the Site

Based on available geologic mapping, site reconnaissance photographs, and the ODOT TIMS site, this site has shallow bedrock consisting of interbedded shale and limestone at depths ranges from 15 feet to 25 feet below the roadway.



◆ Geotechnical Scope of Services – Exploration

As S&ME understands this investigation is to be performed in accordance with the ODOT *SGE*, S&ME proposes an exploration program consisting of two (2) structure borings, with a boring drilled behind each existing abutment. These borings will be extended to a depth of 35 feet each. We anticipate approximately 20 feet of soil. Upon encountering bedrock, we will core 15 feet at each structure boring location. If the existing bridge footings are encountered, we will attempt to core through the footing to reach bedrock and will continue to core bedrock as noted above. Six (6) feet of continuous SPT sampling beginning at the approximate streambed level (scour sampling) will not be performed. Both borings will be advanced through the existing pavement.

Basic classification testing will be performed on representative samples. S&ME will also prepare a report providing geotechnical recommendations for use by Fishbeck during their LRFD foundation design.

We understand that the existing abutments and spread foundations are to remain in-place after the new structure is complete. However, the location of the existing foundations is currently unknown. We reviewed locating the existing foundations via geophysical methods; however, due to the expected depth of about 20 feet below grades, and close proximity to bedrock, geophysical methods are not expected to provide reliable results regarding the footprint of the existing foundation. Accordingly, at Fishbeck's request, we propose an if-authorized scope of performing additional core borings to attempt to locate the limits of the existing abutment foundations. We anticipate being able to perform up to three (3) additional foundation core borings per days to attempt to locate the existing concrete foundations.

Field Work

S&ME proposes to locate the two (2) proposed structure borings within the limits of the existing pavement (due to overhead utility lines) and positioned behind the existing abutments. S&ME personnel will visit the site to mark the proposed locations of the borings in the field and will obtain the approximate locations of the borings using a hand-held GPS unit. The ground surface elevation at the boring locations will be estimated using topographic mapping information provided by your office or from readily available Auditor, Google Earth®, or USGS mapping. Alternately, if the site is surveyed by Fishbeck prior to the completion of our investigation, S&ME requests that the exact location and ground surface elevation at each boring location be surveyed and provided to S&ME for inclusion in our report.

Once the boring locations are marked in the field and at least 48 hours prior to commencing drilling operations, S&ME will contact the Ohio811. S&ME also requests that Fishbeck and Warren County Engineer's Office (WCEO) advise us of the locations of known or suspected underground features or utilities which could affect our services. S&ME will also apply for a permit from WCEO to perform this work in the pavement; however, our proposed fee and schedule has assumed there will be no fees or costs associated with obtaining a right-of-way occupancy permit, and that the permit will not restrict daylight working hours. As requested during the project kickoff call, S&ME will provide WCEO with 48 hours advance notice of the scheduled drilling.

One (1) lane of traffic will be maintained during drilling operations. Due to the high volume of traffic, the traffic control required will consist of flaggers, signs, and cones for maintenance of traffic in accordance with TA-10 of



the Ohio Manual of Uniform Traffic Control Devices (OMUTCD). We understand that WCEO will arrange for traffic control to be provided. S&ME has not included any costs for providing traffic control in our proposed fee.

Based on the anticipated geology, S&ME anticipates having to advance the borings to depths of approximately 35 feet. Soil sampling will be attempted at 2½-foot intervals in the structure abutment borings to a depth of 20 feet or until the existing foundation or bedrock is encountered. Upon encountering bedrock, we will perform 15 feet of rock coring. Upon completion of drilling in each boring, a water level measurement will be obtained, and the borings will be backfilled or sealed in accordance with ODOT specifications. The surface of the roadway will be repaired with an equal thickness of cold-patch asphalt.

S&ME will arrange to have the borings performed using a drill rig mounted on either a Truck or an All-Terrain-Vehicle (ATV) chassis, and our personnel will perform the following duties: 1) recommend drilling and sampling procedures depending on the conditions being encountered; 2) visually identify recovered samples and prepare a log of each boring; 3) preserve samples in airtight glass jars for transportation to our laboratory; 4) make seepage and groundwater observations; 5) make hand-penetrometer measurements in samples exhibiting cohesion; and, 6) provide liaison between the field work and the Soils Engineer so that the exploratory program can be modified in the event that unusual or unexpected conditions are encountered. Soil samples will be transported to our soil laboratory for further identification and testing.

If-Authorized

If-authorized, we will perform additional foundation core borings to attempt to locate the existing abutment spread foundations. The core borings would be located at 2-foot offsets from the borings and each other. We would auger through the existing pavement and overburden soils, until auger refusal. Upon encountering auger refusal, we would core up to 3 feet of refusal material.

Laboratory

In the laboratory, a testing program will be assigned and supervised by a registered Professional Engineer and will include moisture content tests on all recovered samples as required by ODOT. Basic soil classification tests (Atterberg Limits, grain size analyses) will also be performed on selected representative samples retrieved from the borings. The results of these tests will provide information for accurate identification of the soils, and also for an approximation of their strength and consolidation characteristics by comparison to existing data. ODOT GB1 subgrade classification and sulfate testing will not be performed, as minimal approach work is anticipated.

Report

Field information and the results of the laboratory testing program will provide the basis for analyses and recommendations which will be submitted in an engineering report. The engineering report will address the following items:

- Descriptions of the site, the field work, and the proposed project.
- A summary of the subsurface conditions encountered in the borings.
- LRFD foundation recommendations for the axial support of drilled shaft foundations used to support the new bridge.



- General considerations and recommendations for roadway construction.
- A discussion of groundwater conditions encountered in the borings.
- Lateral earth pressure recommendations for abutment design.
- An Appendix including logs of the borings, laboratory test results, and any supporting calculations.

In accordance with the current ODOT *SGE*, S&ME will initially submit a "draft" version of this report for Fishbeck and WCEO to review. Following the receipt of their review comments, S&ME will prepare a final Structure Foundation Exploration report. We have only included costs associated with receiving and responding to this single set of review comments and have not included time associated with performing geotechnical review of the project plan sets. If Fishbeck desires S&ME to perform this work, S&ME will be glad to provide a modification of scope and fee for these additional services.

◆ Excluded Services

This proposal does not include preparation of Soil Profile Sheets, plan reviews, retaining a licensed surveyor to record the exact boring locations, or providing geotechnical recommendations for, or the design of, temporary sheeting, shoring, or dewatering systems. Additionally, S&ME has only included effort associated with providing analyses and recommendations of one (1) type of extended foundation for the bridge structure. Performing analyses for multiple structure types, alternative foundation systems, lateral load analyses of extended foundations, drivability analyses of steel piles, roadway subgrade support/remediation, or sheeting/retaining structure design is beyond the scope of this exploration program.

The scope of work for this investigation has anticipated that there will be sufficient water in Muddy Creek for use during drilling operations and does not include any costs associated with hauling water to the site. Additionally, this proposal assumes that coring of the existing roadway will not be required to penetrate the existing pavement section. If pavement materials (brick, concrete, etc.) are encountered that will not allow auger penetration by standard drilling methods, we will contact Fishbeck to discuss fees associated with coring the pavement section with a portable coring rig.

The investigation will be performed to provide geotechnical recommendations only. The scope of work does not address environmental issues that may be encountered present on the site. If environmental issues are brought to our attention or are encountered during the field work, we will discuss how to proceed with field work and any associated additional costs.

◆ Client Responsibilities

The Scope of Services, schedule, and fee presented herein are contingent upon the client fulfilling the following responsibilities:

- ◆ Advise S&ME of the locations of any known or suspected underground utilities, structures or conflicts at this site.
- ◆ In the event that access onto private property becomes necessary, this proposal considers that property owner notification of the impending work will be performed for S&ME by others, and that



S&ME will be provided with copies of notification letters sent to private property owners prior to commencement of any field work.

- ◆ Provide traffic control for drilling within the roadway.
- ◆ Provide surveyed locations and ground surface elevations at the borings to S&ME shortly following the completion of the drilling program; and,
- ◆ Provide all necessary plan, profile, and topographic information needed by S&ME for preparation of the Geotechnical Exploration report.

◆ **Project and Task Schedule**

S&ME will commence with the planning, permitting, and utility clearance for the Structure Exploration upon receiving formal notice to proceed and all necessary plan and profile information. Assuming that the preliminary plan information needed to select boring locations is available at the time of receiving authorization to proceed, and assuming that the WCEO right-of-way occupancy permit is received within approximately 2 weeks, an estimated timeline for this investigation is presented as follows:

- Weeks 1-2 - Select and field mark boring locations, then file/wait for permit
- Weeks 3-4 - Schedule drilling equipment, and utility clearance
- Week 5 - Perform field work (1 rig-day of drilling anticipated for structure borings)
- Weeks 5-6 - Perform laboratory testing
- Weeks 6-8 - Data Reduction/Analyses/Recommendations/"Draft" Report Preparation

◆ **Fee**

S&ME proposes to perform the Base Scope of Services summarized in this proposal for a **Lump Sum Fee of \$11,700**. Unexpected conditions encountered during the exploration program might suggest the need for additional work; however, we will not undertake any such work without first discussing the conditions with and obtaining authorization from your office. Additional If-Authorized fees are summarized below:

Traffic Control - \$1,375 per day

Foundation Core Borings (up to 3 per day) - \$3,550 per day

Invoices will be submitted monthly and will be payable in accordance with the terms of the executed agreement. Fees quoted in this proposal are valid for a period of 3 months after the submittal date. After that time, S&ME reserves the right to modify our fees.

◆ **Limitations**

Our fee includes discussion and interpretation of our findings with other members of the design team but does not include attending meetings concerning construction or changes in design. The fee also does not include review of construction documents such as plans and specifications. If desired, we would be pleased to provide unit price estimates for these additional services



Proposal – Geotechnical Exploration
Mason Morrow Millgrove Bridge Replacement
Warren County, Ohio
S&ME Proposal No. 22-78-0077

◆ **Authorization**

If this document meets with your approval, please provide us with an Agreement for Consultant Services which references this proposal and itemizes the services/fees in this proposal which are being authorized for our review and execution. We will then proceed with the performance of the services upon having a fully executed agreement.

◆ **Closing**

S&ME, Inc. appreciates the opportunity to submit this proposal and we look forward to working with you on this project. If you have any questions concerning this proposal, or if additional information is required, please do not hesitate to contact us.

Respectfully,

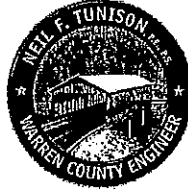
S&ME, Inc.

A handwritten signature in black ink, appearing to read 'Benjamin C. Dusina'.

Benjamin C. Dusina, P.E.
Principal Engineer/Project Manager

A handwritten signature in black ink, appearing to read 'Brian K. Sears'.

Brian K. Sears, P.E.
Senior Engineer



July 26, 2022

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

Dear Board of County Commissioners:

We have received Statements of Qualifications per the ORC for our Mason-Morrow-Millgrove Road Bridge #38-0.37 Replacement Project. We have ranked the consultants as follows:

1. Fishbeck
2. IBI Group
3. HDR Engineering, Inc.

Thus, we negotiated with Fishbeck and have reached an acceptable contract price for the professional services.

Should you have any questions or require additional information concerning this project, feel free to call.

Sincerely,

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

Roy G. Henson, P.E., P.S.
Bridge Engineer

WARREN COUNTY ENGINEER'S OFFICE

ADMINISTRATION and ENGINEERING
210 W Main St. Lebanon, OH 45036
Telephone (513) 695-3301 Fax (513) 695-7714

HIGHWAY MAINTENANCE, PERMITS, and INSPECTION
105 Markey Rd. Lebanon, OH 45036
Telephone (513) 695-3336 Fax (513) 695-3323

Resolution

Number 22-1169

Adopted Date August 02, 2022

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

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


1. Adonai's Haven of Rest, LLC
2. Inspiring L.I.F.E.
3. Journey Home Foster Care
4. NECCO, Inc.
5. Skyfall Residential Homes, LLC

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

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

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Adonai's Haven of Rest, LLC
c/a – Inspiring L.I.F.E.
c/a – Journey Home Foster Care
c/a – NECCO, LLC
c/a – Skyfall Residential Homes, LLC
Children Services (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1170

Adopted Date August 02, 2022

ACKNOWLEDGE PAYMENT OF BILLS

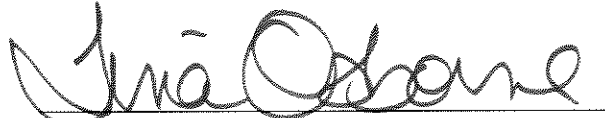
BE IT RESOLVED, to acknowledge payment of bills from 7/26/22, and 7/28/22, as attached hereto and made a part hereof.

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

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

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 22-1171

Adopted Date August 02, 2022

APPROVE VARIOUS RECORD PLATS

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


- Wooded Creek, Section Two Revision 1 – Turtlecreek Township
- Fosters Park Section 1 – Deerfield Township

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

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

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 22-1172

Adopted Date August 02, 2022

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO BOARD OF ELECTIONS FUND
#11011300

WHEREAS, it is necessary to have appropriations in place to make purchases related to SB 9 funding and

NOW THEREFORE BE IT RESOLVED, to approve the following supplemental appropriations:

\$17,225.00 into 11011300-5370 (Software)

\$14,780.00 into 11011300-5370 (Software)

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/bs

cc: Auditor ✓
Supplemental App. file
Board of Elections (file)

Resolution

Number 22-1173

Adopted Date August 02, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO TREASURER'S OFFICE FUND
#11011130

BE IT RESOLVED, to approve the following supplemental appropriation for the 2% Base Pay Increase and associated PERS and Medicare costs for Treasurer's Office:

\$ 2,334.00	into	#11011130-5102	(Treasurer – Treas Regular Salaries)
\$ 327.00	into	#11011130-5811	(Treasurer – Treas PERS)
\$ 34.00	into	#11011130-5871	(Treasurer – Treas Medicare)

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

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

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/js

cc: Auditor ✓
Supplemental App. file
Treasurer (file)
OMB

Resolution

Number 22-1174

Adopted Date August 02, 2022

APPROVE SUPPLEMENTAL APPROPRIATIONS WITHIN CLERK OF COURTS FUNDS #11011260 AND #11011282, COMMON PLEAS COURT FUNDS #11011220 AND #11011223, PROSECUTOR'S OFFICE FUND #11011150, COUNTY COURT FUNDS #11011280 AND #11011283

BE IT RESOLVED, to approve the following supplemental appropriations for the 2% Base Pay Increase and associated PERS and Medicare costs:

CLERK OF COURT FUND #11011260 AND #11011282

\$ 4,502.00	into	#11011260-5102	(Clerk of Court – CLK CT CP Regular Salaries)
\$ 2,953.00	into	#11011282-5102	(Clerk of Court – CLK COCT Regular Salaries)
\$ 631.00	into	#11011260-5811	(Clerk of Court – CLK CT CP PERS)
\$ 414.00	into	#11011282-5811	(Clerk County Court – CLK COCT PERS)
\$ 66.00	into	#11011260-5871	(Clerk County Court – CLK CT CP Medicare)
\$ 43.00	into	#11011282-5871	(Clerk County Court – CLK COCT Medicare)

COUNTY COURT FUNDS #11011280 AND #11011283

\$ 1,282.00	into	#11011280-5102	(County Court – CO CT Regular Salaries)
\$ 180.00	into	#11011280-5811	(County Court – CO CT PERS)
\$ 19.00	into	#11011280-5871	(County Court – CO CT Medicare)
\$ 1,640.00	into	#11011283-5102	(County Court Prob – COCT Prob Regular Salaries)
\$ 230.00	into	#11011283-5811	(County Court Prob – COCT Prob PERS)
\$ 24.00	into	#11011283-5871	(County Court Prob – COCT Prob Medicare)

COMMON PLEAS COURT FUNDS #11011220, #11011223 AND #11011292

\$ 9,590.00	into	#11011220-5102	(Common Pleas – Common Pleas Regular Salaries)
\$ 1,343.00	into	#11011220-5811	(Common Pleas – Common Pleas PERS)
\$ 140.00	into	#11011220-5871	(Common Pleas – Common Pleas Medicare)
\$10,822.00	into	#11011223-5102	(Common Pleas – CP Prob Regular Salaries)
\$ 1,515.00	into	#11011223-5811	(Common Pleas – CP Prob PERS)
\$ 157.00	into	#11011223-5871	(Common Pleas – CP Prob Medicare)
\$ 50.00	into	#11011292-5102	(Common Pleas – Notary Regular Salaries)
\$ 7.00	into	#11011292-5811	(Common Pleas – Notary PERS)
\$ 1.00	into	#11011292-5871	(Common Pleas – Notary Medicare)

RESOLUTION #22-1174
AUGUST 02, 2022
PAGE 2

PROSECUTOR'S OFFICE FUND #11011150

\$17,099.00	into	#11011150-5102	(Prosecutor – Prosecutor Regular Salaries)
\$ 2,394.00	into	#11011150-5811	(Prosecutor – Prosecutor PERS)
\$ 248.00	into	#11011150-5871	(Prosecutor – Prosecutor Medicare)

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

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

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor ✓
Supplemental App. file
Clerk of Courts (file)
County Court (file)
Common Pleas (file)
Prosecutor (file)
OMB

Resolution

Number 22-1175

Adopted Date August 02, 2022

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO JUVENILE/PROBATE FUND #11011240, #11011250, #11012500, #11012600, #11011112 AND AN OPERATIONAL TRANSFER INTO FUND #2270

BE IT RESOLVED, to approve the following supplemental appropriation and operational transfer for the 2% Base Pay Increase and associated PERS and Medicare costs for Juvenile/ Probate and Mary Haven:

Supplemental Appropriations

\$11,045.00	into	#11011240-5102	(JUV Probate Fund – JUV CT Regular Salaries)
\$ 1,547.00	into	#11011240-5811	(JUV Probate Fund – JUV CT PERS)
\$ 161.00	into	#11011240-5871	(JUV Probate Fund – JUV CT Medicare)
\$ 1,902.00	into	#11011250-5102	(JUV Probate Fund – Probate Regular Salaries)
\$ 267.00	into	#11011250-5811	(JUV Probate Fund – Probate PERS)
\$ 28.00	into	#11011250-5871	(JUV Probate Fund – Probate Medicare)
\$ 4,618.00	into	#11012500-5102	(JUV Probate Fund – JUV Prob Regular Salaries)
\$ 647.00	into	#11012500-5811	(JUV Probate Fund – JUV Prob PERS)
\$ 67.00	into	#11012500-5871	(JUV Probate Fund – JUV Prob Medicare)
\$ 7,428.00	into	#11012600-5102	(JUV Probate Fund – JUV DET Regular Salaries)
\$ 1,040.00	into	#11012600-5811	(JUV Probate Fund – JUV DET PERS)
\$ 108.00	into	#11012600-5871	(JUV Probate Fund – JUV DET Medicare)
\$ 6,075.00	into	#11011112-5744	(BOCC Fund – BOCC OT Mary Haven Home)

Operational Transfer

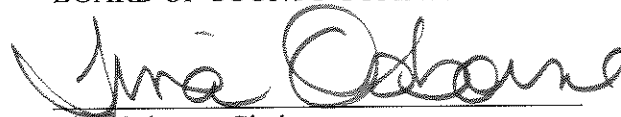
\$ 6,075.00	from	#11011112-5744	(BOCC Fund – BOCC OT Mary Haven Home)
	Into	#2270-49000	(JUV Treat – Distributions & Transfers)

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

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

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor ✓
Supplemental App. file
Operation Transfer file
Juvenile/Probate (file)
OMB

Resolution

Number 22-1176

Adopted Date August 02, 2022

APPROVE SUPPLEMENTAL APPROPRIATION FOR PROPERTY CASUALTY
INSURANCE #6637

WHEREAS, a supplemental appropriation is required in order to process payment for Property
Casualty Deductible invoice from CORSA; and

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

Supplemental Appropriation

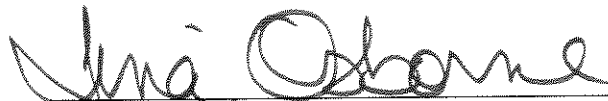
\$ 32,000.00 into #66371113-5910 (Property Casualty Insurance – Other Expense)

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

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

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
OMB (file)

Resolution

Number 22-1177

Adopted Date August 02, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN WARREN COUNTY COMMON PLEAS COURT COMMUNITY BASED CORRECTIONS #2289

BE IT RESOLVED, to approve the following appropriation adjustments:

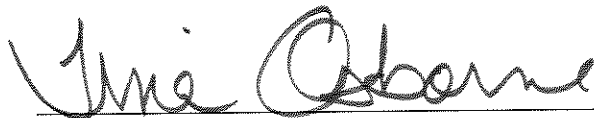
\$2,000.00	from	BUDGET-BUDGET 22891227-5850	(Training/Education)
	into	BUDGET-BUDGET 22891227-5317	(Non-Capital Purchases)

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

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

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas (file)

Resolution

Number 22-1178

Adopted Date August 02, 2022

APPROVE APPROPRIATION ADJUSTMENTS WITHIN BOARD OF ELECTIONS FUND
#11011300

BE IT RESOLVED, to approve the following appropriation adjustments:

\$7,993.53 from #11011300-5320 (Capital Purchases)
 into #11011300-5317 (Non-Capital Purchases)

\$5,000.00 from #11011300-5114 (Overtime Pay)
 into #11011300-5317 (Non-Capital Purchases)

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

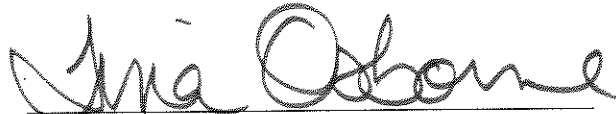
Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
 Appropriation Adj. file
 Board of Elections (file)

Resolution

Number 22-1179

Adopted Date August 02, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN DOMESTIC RELATIONS COURT
FUND #10111230

BE IT RESOLVED, to approve the following appropriation adjustment:

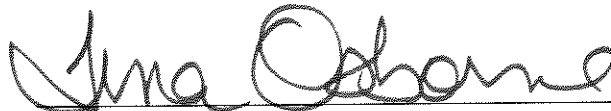
\$600.00	from	11011230-5910	(Other Expense)
	into	11011230-5855	(Clothing/Personal Equipment)

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

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

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Domestic Relations (file)

Resolution

Number 22-1180

Adopted Date August 02, 2022

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND 2271

BE IT RESOLVED, to approve the following appropriation adjustment:

\$100.00	from	#22711150-5210	(Material & Supplies)
	into	#22711150-5317	(Non-Capital Purchase)

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

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

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

MRB/

cc: Auditor
Appropriation Adjustment file
Prosecutor (file)

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

Resolution

Number 22-1181

Adopted Date August 02, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment to process vacation leave payouts for former employees of Children Services, Olivia Taylor:

\$1,300.00	from	#22735100-5102	(Regular Salaries)
	into	#22735100-5882	(Accum. Vacation Payout)

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

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

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

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

Resolution

Number 22-1182

Adopted Date August 2, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND
NO. 5510

WHEREAS, the Water and Sewer Department incurs employee reimbursement costs for non-taxable meal fringe expenses; and

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

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

\$550.00	from	55103200 - 5998	(Reserve/Contingency)
	into	55103200 - 5911	(Non-Taxable Meal Fringe)

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

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

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

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

Resolution

Number 22-1183

Adopted Date August 02, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER PROJECT FUND
5583

WHEREAS, the Water and Sewer department incurs project costs pertaining to a Wellfield optimization study; and;

WHEREAS, appropriation adjustments are necessary to accommodate said costs;

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

\$250,000.00	from	55833200-5320	(Capital Purchase)
	into	55833200-5410	(Contracts BOCC Approved)

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

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

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

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

Resolution

Number 22-1184

Adopted Date August 2, 2022

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
FAC	LUSK MECHANICAL CONTRACTORS INC	FAC FAMILY RESTROOM CPC	\$ 29,374.19
WAT	MOODYS OF DAYTON INC	WAT 2022 WELL REDEVELOPMENT PR	\$ 278,692.00
ENG	FISHBECK	ENG. ENG SERV CONT MASON MORRO	\$ 125,589.00
TEL	CAPITOL ELECTRONICS SALES, INC.	TEL LIGHTNING PROCTION FOR GOO	\$ 16,120.00
TEL	TRITECH SOFTWARE SYSTEMS	TEL CENTRAL SQUARE ENTERPRISE	\$ 284,997.71
WAT	ELECTRIC MOTOR TECHNOLOGIES LLC	SEW TB LASER ALIGN BLOWER MOTO	\$ 2,000.00
GRA	HEALTH COLLABORATIVE	GRA ARPA REV LOSS - HEALTH WOR	\$ 200,000.00
TEL	VERTIV CORPORATION	TEL "RENEWAL" VERTIV UPS BATTE	\$ 14,985.91

PO CHANGE ORDER

SEW	QUADIENT INC.	ENVELOPE OPENER ANNUAL MAINTENANCE \$	180.96 INCREASE
-----	---------------	---------------------------------------	-----------------

8/2/2022 APPROVED:



Tiffany Zindel, County Administrator

Resolution

Number 22-1185

Adopted Date August 02, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO LOCAL FISCAL RECOVERY FUND #2211

BE IT RESOLVED, to approve the following supplemental appropriation into Local Fiscal Recovery Fund #2211 to provide funds for an Employee Bonus using ARPA funds as allowed by US Treasury Final Rule:

\$2,604,620.00 into #22111110-5102 (Fiscal Recovery – Regular Salaries)
\$ 37,766.99 into #22111110-5871 (Fiscal Recovery – Medicare)

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

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

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/js

cc: Auditor
Supplemental App. file
OMB (file)

Resolution

Number 22-1186

Adopted Date August 02, 2022

AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH IWORQ SYSTEMS, INC. RELATIVE TO THE WARREN COUNTY BUILDING AND ZONING DEPARTMENT SOFTWARE AGREEMENT

WHEREAS, PURSUANT TO Resolution #22-0727, adopted May 17, 2022, this Board approved and entered into an agreement with IWorq Systems, Inc. to provide software services to help automate various services within the Building and Zoning Department ; and

WHEREAS, IWorq Systems, Inc. will now provide a separate system within the Warren County software system to meet the reporting requirements of the City of Lebanon; and

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to execute the amendment to the agreement with IWorq Systems, Inc as attached hereto and made a part hereof.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Iworq Systems, Inc.
Building/Zoning (file)

Resolution

Number 22-1187

Adopted Date August 02, 2022

APPROVE CASH ADVANCE INTO HUMAN SERVICES FUND #2203

BE IT RESOLVED, to approve the following cash advance transfer:

Cash Advance

\$ 130,000.00	from	1101-45556	(Advance of Cash Out)
	into	2203-45555	(Cash Advance In)

BE IT FURTHER RESOLVED, said cash advance shall be repaid upon sufficient revenue in fund 2203.

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

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

Resolution adopted this 2nd day of August 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Human Services (file)
Cash Advance file
OMB