

Resolution

Number 24-0598

Adopted Date May 07, 2024

**APPROVING LEAVE DONATION FOR MICHAEL GATES WITHIN THE WARREN
COUNTY WATER AND SEWER DEPARTMENT**

WHEREAS, the Director of Water and Sewer has requested that, due to a serious health condition for the employee, leave donation be approved for Michael Gates.

NOW THEREFORE BE IT RESOLVED, to approve leave donation for Michael Gates, within the Warren County Water and Sewer Department, effective immediately.

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

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

Resolution adopted this 7th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Water/Sewer (file)
M. Gates' Personnel File
OMB-Sue Spencer
Tammy Whitaker

Resolution

Number 24-0599

Adopted Date May 07, 2024

AMENDING THE JOB TITLE FOR EMA PLANNER TO EMA SPECIALIST WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

WHEREAS, Director of Emergency Services has requested the title of EMA Planner be changed to EMA Specialist, which would allow flexibility for growth and better describes the position.

NOW THEREFORE BE IT RESOLVED, to amend the job title of EMA Planner to EMA Specialist, within the Warren County Emergency Services Department; and

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

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

Resolution adopted this 7th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Emergency Services (file)
OMB S. Spencer

Resolution

Number 24-0600

Adopted Date May 07, 2024

CANCELLING THE REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY, MAY 9, 2024

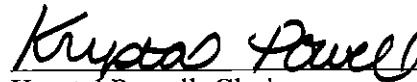
BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday, May 9, 2024.

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

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

Resolution adopted this 7th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor
Commissioners' file
Press

Resolution

Number 24-0601

Adopted Date May 07, 2024

APPROVING A NOTICE OF INTENT TO AWARD BID TO AERO-MARK COMPANY LLC FOR THE 2024 STRIPING PROJECT

WHEREAS, bids were closed at 9:00 a.m., on May 01, 2024, and the bids received were opened and read aloud for the 2024 Striping Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Michael Ryan, Project Technician, Aero-Mark Company has been determined to be the lowest and best bidder.

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, that it is the intent of this Board to award the contract to Aero-Mark Company LLC, 10423 Danner Drive, Streetsboro, Ohio 44241 for a total bid price of \$224,540.09; and

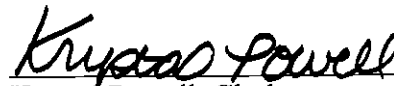
BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

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

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

Resolution adopted this 7th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Engineer (file)
OMB Bid file

Resolution

Number 24-0602

Adopted Date May 07, 2024

ENTERING INTO A CONTRACT WITH JTM SMITH CONSTRUCTION, INC. FOR THE STEPHENS ROAD BRIDGE #158-0.92 REPLACEMENT PROJECT

WHEREAS, pursuant to Resolution #24-0485 dated April 09, 2024, this Board approved a Notice of Intent to Award Bid for the Stephens Road Bridge #158-0.92 Replacement Project to JTM Smith Construction, Inc., for a total bid price of \$539,516.47; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with JTM Smith Construction, Inc., P.O. Box 223, Fayetteville, Ohio 45118, for a total bid price of \$539,516.47; as attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

JS/

cc: c/a— JTM Smith Construction, Inc.
Engineer (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 7 day of May, 2024, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **JTM Smith Construction, Inc., P.O. Boc 223, Fayetteville, Ohio 45118**, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

Stephens Road Bridge #158-0.92 Replacement Project (WAR-TR 158-0.92)

hereinafter called the project, for the sum of **\$539,516.47 (Five Hundred Thirty-Nine Thousand, Five Hundred Sixteen Dollars and Forty-Seven Cents)** and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (it's or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

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

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project is ten (10) weeks after the written Notice to Proceed has been issued from Warren County and ODOT and a preconstruction meeting has been held. The Contractor further agrees to pay, as liquidated damages, the sum of \$600.00 for each consecutive calendar day thereafter.

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

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

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

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


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

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

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


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

WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)

* 

David G. Young, President

ATTEST:

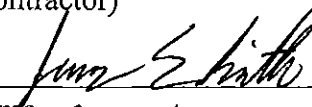


Name Laura Londer

(Seal)

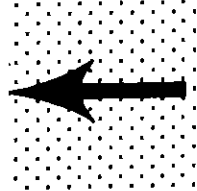
ATTEST:

JTM Smith Construction, Inc.
(Contractor)


By: 

Name Jung E. Smith

Title President



Approved as to Form:



Assistant Prosecutor
Adam M. Nice

Resolution

Number 24-0603

Adopted Date May 07, 2024

ENTERING INTO A CONTRACT WITH JOHN R. JURGENSEN COMPANY, FOR THE 2024 RESURFACING PROJECT

WHEREAS, pursuant to Resolution #24-0542, dated April 23, 2024, this Board approved a Notice of Intent to Award Bid for the 2024 Resurfacing Project to John R. Jurgensen Company, for a total bid price of \$5,681,645.72; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with John R. Jurgensen Company., 11641 Mosteller Road, Cincinnati, Ohio 45241, for a total bid price of \$5,681,645.72; as attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

JS/

cc: c/a — John R. Jurgensen Company
Engineer (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 7 day of May, 2024, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **John R. Jurgensen, 11641 Mosteller Rd., Cincinnati, Ohio 45241**, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

2024 RESURFACING PROJECT

hereinafter called the project, for the sum of **\$5,681,645.72 (Five Million, Six Hundred Eighty One Thousand, Six Hundred Forty Five Dollars and Seventy Two Cents)**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

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

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project by August 9, 2024. The Contractor further agrees to pay, as liquidated damages, **shall follow the CMS 108.07** for each consecutive calendar day thereafter.

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

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

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

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

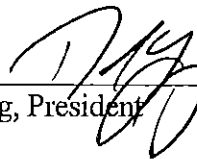
The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

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

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

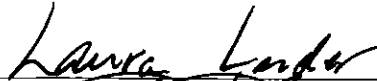
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)

* 

David Young, President

ATTEST:



Name


(Seal)

John R. Jurgensen Company
(Contractor)

ATTEST:

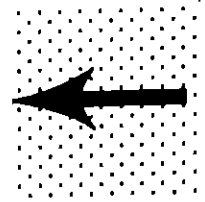


By:




Name
Vice President

Title



Approved as to Form:



Assistant Prosecutor
Adam M. Nice

Resolution

Number 24-0604

Adopted Date May 07, 2024

ENTERING INTO A CONTRACT WITH SUNESIS CONSTRUCTION CO., FOR THE
CARLISLE AREA LIFT STATION UPGRADES – PHASE 3 PROJECT

WHEREAS, pursuant to Resolution #24-0543, dated April 23, 2024, this Board approved a Notice of Intent to Award Bid for the Carlisle Area Lift Station Upgrades – Phase 3 Project to Sunesis Construction Co., for a total bid price of \$165,307.00; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Sunesis Construction Co., 2610 Crescentville Road, West Chester, Ohio 45069, for a total bid price of \$165,307.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

JS/

cc: c/a— Sunesis Construction Co.
Water/Sewer (file)
OMB Bid file

**SECTION 00 60 10
CONTRACT**

THIS AGREEMENT, made this 7 day of May, 2024, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and Sunesis Construction Co., 2610 Crescentville Road, West Chester , Ohio 45069, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

CARLISLE AREA LIFT STATION UPGRADES – PHASE 3 PROJECT

hereinafter called the project, for the sum of \$165,307.00 (One Hundred Sixty Five Thousand, Three Hundred Seven Dollars and Zero Cents, and all work in connection therewith, under the terms as stated in the General Conditions and Supplemental Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Contract Documents. "Contract Documents" means and includes the following:

- Addendum
- Division 00 – Contract Requirements
- Division 01 to 48 – Technical Specifications
- General Conditions
- Supplemental Conditions
- Any and All Bid Documents
- Construction Drawings

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and shall complete all work within the following requirements:

Substantial Completion: 90 Days from Notice to Proceed.

Final Completion: 120 Days from Notice to Proceed.

Any delays in substantial completion of the work that are within the control of the Contractor, their Subcontractor, or Supplier shall be subject to liquidated damages in the sum of \$200.00 for each consecutive calendar day that the project extends beyond the substantial completion deadline.

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

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

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

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

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

This Contract shall be construed under the laws of the State of Ohio, and the parties hereby stipulate to the venue for any and all claims, disputes, interpretations, litigation of any kind arising out of this Contract being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), as well as waiving any right to bring or remove such matters in or to any other state or federal court.

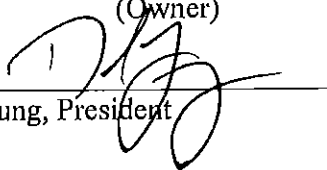
This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

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

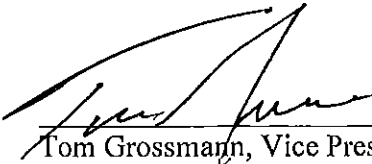
WARREN COUNTY BOARD OF COMMISSIONERS

(Owner)

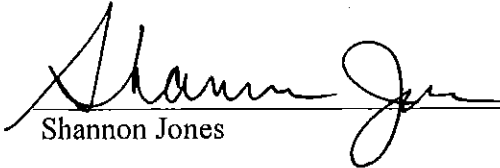


David G. Young, President

ATTEST:


Tom Grossmann, Vice President

Name

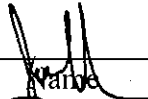

Shannon Jones

(Seal)

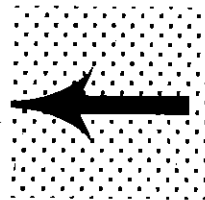
ATTEST:

Sunesis Construction Co.
(Contractor)


By: _____


Vice President

Title



Approved as to Form:


Assistant Prosecutor
Adam M. Nive

Resolution

Number 24-0605

Adopted Date May 07, 2024

ADVERTISING FOR BIDS FOR THE 2024 WATER TREATMENT CHEMICALS PROJECT

BE IT RESOLVED, to advertise for bids for the 2024 Water Treatment Chemicals Project for the Warren County Water and Sewer Department; and

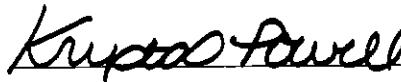
BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two (2) consecutive weeks on the Warren County website, beginning the week of May 12, 2024; bid opening to be June 5, 2024 @ 9:15 a.m.

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

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

Resolution adopted this 7th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

MZ

cc: Water/Sewer (file)
OMB Bid file

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

Resolution

Number 24-0606

Adopted Date May 07, 2024

AUTHORIZING THE COUNTY ADMINISTRATOR TO SIGN FIRST AMENDMENT AND SUPPORTING DOCUMENTS WITH THE OHIO EMERGENCY MANAGEMENT AGENCY RELATIVE TO THE EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) ON BEHALF OF WARREN COUNTY EMERGENCY SERVICES

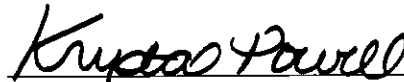
BE IT RESOLVED, to authorize the County Administrator to sign the first amendment and supporting documents with the Ohio Emergency Management Agency relative to the Emergency Management Performance Grant (EMPG), as attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Ohio Emergency Management Agency
Emergency Services (File)

FIRST AMENDMENT TO FY2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT
(EMPG) SUPPLEMENTAL GRANT AGREEMENT

This First Amendment to the Notice of Award and Grant Agreement (hereinafter referred to as "Agreement") is entered into on last date signed below, by and between the Ohio Department of Public Safety, Emergency Management Agency (hereinafter referred to as "Sub-Grantor") and Warren County Emergency Management Agency (hereinafter referred to as "Recipient") for the FY2022 Emergency Management Performance Grant (EMPG) Supplemental grant award.

WHEREAS, Sub-Grantor and Recipient entered into an Agreement, Agreement Number 71735, Federal Pass-Thru number EMC-2022-EP-00006, and

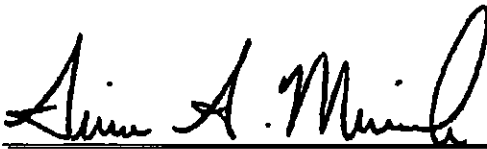
WHEREAS, the Recipient demonstrates the need for additional time to complete projects and/or reimbursement for this grant;

NOW, THEREFORE, in consideration of the foregoing, Sub-Grantor and Recipient hereby agree as follows:

1. The Recipient's grant award period of performance will be extended to **March 31, 2024** and the award amount of **\$128,850.00** will be **increased** by **\$22,295.99** for a total award of **\$151,145.99** under the following conditions:
 - a) The Recipient's program activities must be completed and all cash requests must be submitted to the Sub-Grantor before the end of the performance period;
 - b) If the Recipient becomes aware that the full remaining amount of the award will not be utilized, the Recipient shall submit a letter of de-obligation in a timely manner to the Sub-Grantor.

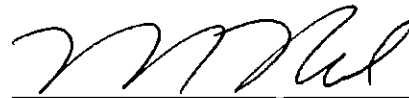
Except as amended, modified or deleted herein, all other terms and conditions of said Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Sub-Grantor and Recipient have executed this First Amendment to the FY2022 Emergency Management Performance Grant (EMPG), as of the date signed below.



Sima S. Merick, Executive Director
Ohio Emergency Management Agency
State Administering Agency

Date: 4/18/2024



Martin Russell, County Administrator
Warren County EMA
Recipient

Date: 5/7/24

APPROVED AS TO FORM



Derek B. Faulkner
Asst. Prosecuting Attorney

Resolution

Number 24-0607

Adopted Date May 07, 2024

AUTHORIZING THE PRESIDENT OF THIS BOARD TO EXECUTE A CONTRACT WITH BEECH ACRES PARENTING CENTER FOR SUPERVISED PARENTING SERVICES ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to authorize the President of this Board to execute a contract Beech Acres Parenting Center for Supervised Parenting Services, effective April 15, 2024 through April 15, 2025, on behalf of the Warren County Juvenile Court; as attached hereto and made a part hereof .

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

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

Resolution adopted this 7th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Beech Acres Parenting Center
Juvenile Court (file)

N

Services Agreement Warren County Juvenile Court and Beech Acres Parenting Center

(Supervised Parenting Program)

This Contract is entered into on the 12th day of April, 2024, by and between the Warren County Juvenile Court hereinafter referred to as "Court" and Beech Acres Parenting Center ("BAPC") hereinafter referred to as the "Contractor" to provide supervised parenting time to families through the Beech Acres Parenting Center. This Contract is for the benefit of the families who have private custody and visitation matters pending before the Warren County Juvenile Court.

For the consideration herein, the Contractor agrees to furnish at the Contractors own proper expense all necessary facilities, material, services, and labor of every description, and to carry out in a complete, good, firm, and substantial manner, in accordance with the specifications contained herein, supervised parenting visitation in private custody cases referred to the Contractor by the Court.

I. TERM

This Contract will be effective from **April 15, 2024 to April 15, 2025** regardless of execution date and during such additional periods as the Contractor and the Warren County Juvenile Court mutually agree.

The total amount of the Court's liability under this contract shall not exceed **\$10,000.00 a year**, unless otherwise agreed to by the parties in writing.

II. SCOPE OF SERVICE

Subject to terms and conditions set forth in this Contract, the Contractor agrees to perform the services as outlined below and abide by the scope of service described therein.

Contractor is to facilitate supervised parenting services for families referred by the Court with pending private custody and visitation matters.

A. Court Responsibility:

The Court shall refer to Contractor families who have private custody and visitation matters pending before the Court as the Court deems appropriate.

B. Contractor Responsibility:

Contractor will provide direct supervision for visitation between children and the referred relative(s) for Clients referred by the Court. The supervised visitation shall be scheduled for ninety minutes per session. Contractor understands that from time to time, Contractor's employees may be required to testify in Court related to the supervised visitation. Contractor will provide the Court with information regarding referred Client's attendance, participation, and progress through regular reporting to the Court in writing within 3 business days after each session. Any decision by Contractor to provide additional services to a Client shall be at Contractor's sole risk and expense. Contractor is solely liable for any and all damages, expenses or losses which occur at any visitation site or while engaged in any supervised visitation related activities as a result of Client's actions.

III. BILLING AND PAYMENT

A. The Contractor's rate is set at \$150.00 for each ninety-minute session. The Court will collect payments on behalf of the Contractor prior to scheduling sessions for non-indigent private pay Clients referred to the Contractor by the Court. The Court will supplement any reduce fee payments for qualifying Clients up to the amount of \$150.00 per session. The Court will pay directly to the Contractor for each indigent Client the sum of \$150.00 per session. The total amount of the Court's liability shall not exceed \$10,000.00 over the life of this Contract, unless otherwise agreed to by the parties in writing.

B. Billing and Payment - The Court will require all Clients to deposit in full, their portion of the cost for the supervised visitation for each session ordered by the Court into an account through the Juvenile Court Clerk's office prior to the initiation of services with the Contractor. Invoices will be sent each month within thirty (30) days of the end of the service month by the Contractor. The Contractor shall make all reasonable efforts to include all services provided during the service month on the invoice. The Court will make payment within thirty (30) days after receipt of the invoice, for all invoices received in accordance with the terms of this Contract. The Court will only pay for those services authorized and referred.

C. Contractor will submit invoices identifying the names of the Clients that were provided services during the period of time the invoice covers along with the actual number of sessions provided by each Client for that same period.

IV. DUPLICATE BILLING

The Contractor warrants that claims made to the Court for payment for services provided shall be for actual services rendered to eligible individuals and will not duplicate claims made by the Contractor to other sources of public funds for the same service.

V. REPORTING

A. The Contractor shall notify the Juvenile Court immediately in person, and in writing within 24 hours, of any critical incident/emergency situation including but not limited to the following;

- Any injury of a Client requiring medical treatment other than very basic first aid administered by program staff;
- When law enforcement, fire or ambulatory services respond to an incident
- After a response has been made by the Contractor to a Client who expresses suicidal ideation, plan or attempt;
- Upon receipt of a complaint involving a critical incident from a private citizen or Client or Client's family;
- Any incident requiring a mandatory report to the Department of Job and Family Services or the Mental Health and Recovery Services Board (MUI: major unusual incident) or any accrediting agency;

B. The Contractor shall submit to the Court written progress reports within five days of each session. These reports shall consist of a brief narrative statement summarizing each Client's progress.

VI. CONFLICT OF INTEREST

This Contract in no way precludes, prevents, or restricts the Contractor from obtaining and working under an additional contractual arrangement(s) with other parties aside from the Court, assuming that the contractual work in no way impedes the Contractor's ability to perform the services required under this Contract. The Contractor warrants that at the time of entering into this Contract, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract, which will impede its ability to perform the services under this Contract.

The Contractor further agrees that there is no financial interest involved on the part of any officers, Board of County Commissioners or employees of the county involved in the development of the specifications or the negotiation of this Contract. The Contractor has no knowledge of any situation, which would be a conflict of interest. It is understood that a conflict of interest occurs when an employee will gain financially or receive personal favors as a result of the signing or implementation of this Contract.

The Contractor will report the discovery of any potential conflict of interest to the Court. Should a conflict of interest be discovered during the term of this Contract, the Court may exercise any right under the Contract including termination of the Contract.

VII. ASSIGNMENTS

The parties expressly agree that the Contractor without the prior written approval of the Court shall not assign this contract. The Contractor may not subcontract any of the services agreed to in this Contract without the express written consent of the Court. All subcontracts are subject to the same terms, conditions, and covenants contained within this Contract. The Contractor is responsible for making direct payment to all subcontractors for any and all services provided by such subcontractor.

VIII. GOVERNING LAW

This Contract and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

IX. INTEGRATION AND MODIFICATION

This instrument embodies the entire contract of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This Contract shall supersede all previous communications, representations or contracts, either written or oral, between the parties to this Contract. Also, this Contract shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Contract.

X. SEVERABILITY

If any term or provision of this Contract or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Contract or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

XI. TERMINATION

This Contract may be terminated by either party upon notice, in writing, delivered upon the other party thirty (30) days prior to the effective date of termination. The parties further agree that should the Contractor become unable to provide the services agreed to in this Contract for any reason or otherwise materially breach this Contract, such service as the Contractor has provided upon the date of its inability to continue the terms of this Contract shall be eligible to be billed and paid according to the provisions of Section III - BILLING AND PAYMENT.

XII. NON-DISCRIMINATION

Contractor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including but not limited to Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

During the performance of this Contract, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. The Contractor will take affirmative action to ensure that during employment, all employees are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. These provisions apply also to contract workers. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating the Contractor complies with all applicable federal and state non-discrimination laws.

Contractor, or any person claiming through the Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of said Contractor.

XIII. INDEMNIFICATION

To the fullest extent permitted by and in compliance with applicable law, the Contractor shall defend, indemnify and hold harmless the Warren County Board of Commissioners and the Warren County Juvenile Court, and their employees, officials, agents and volunteers from any and all liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, expenses, judgements, subrogation's (of any party involved in the subject of this Contract), attorney's fees, court costs, defense costs or other injury or damage, whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, performance of the terms of this Contract including, without limitation, by the Contractor, Subcontractor(s), the Contractor's or its Subcontractor's(s') employees and agents, assigns, and those designated by the Contractor to perform the work or services encompassed by this Contract.

XIV. RELATIONSHIP

Nothing in this Contract is intended to, or shall be deemed to constitute a partnership, association or joint venture with the Contractor in the conduct of the provisions of this Contract. The Contractor is not considered to be an employee of Warren County, the Warren County Juvenile Court, or any division or department of the Warren County Juvenile Court and shall not be entitled to any paid vacation, sick leave, retirement, or other similar employee fringe benefits under this agreement. The Contractor shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on the Warren County Juvenile Court and the Board of County Commissioners, Warren County Ohio.

XV. DISCLOSURE

The Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that said Contractor has with a Warren County employee, employee's business, or any business relationship or financial interest that a Warren County employee has with the Contractor or in the Contractor's business.

XVI. STAFFING AND LICENSING REQUIREMENTS

Contractor shall maintain written detailed policies regarding staff and volunteer recruitment procedures, screening procedures, references, background checks that include law enforcement and criminal records (BCII and FBI checks), and training methods. The Contractor shall process law enforcement and criminal record checks and not employ, or utilize a staff person or volunteer with a prior criminal conviction record unless they receive prior approval from the Warren County Juvenile Court Administrator. No child worker, group facilitator, or mentor that has a known sex-related conviction or adjudication is permitted to work with or be in contact with any Warren County Juvenile Court referred family.

Programs and all professional staff must maintain a current certification and operate within the Standards and Conditions of Practice that are required by the Ohio Department of Job and Family Services or the Ohio Department of Mental Health and Addiction Services, and any other licensing or role making body with jurisdiction over the services provided, including the Ohio Administrative Code.

XVII. INSURANCE

Contractor shall maintain professional 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 Court in accordance with the terms of this contract and shall provide to the Court a Certificate of Insurance, listing the Court as additional insured, as proof of compliance with this condition. 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 contract. Contractor shall also provide and maintain such insurance as will protect the Court from claims under Workers' Compensation, occupational sickness or disease, disability benefit and other similar mandatory employee benefit acts.

XVIII. CONFIDENTIALITY

The Contractor agrees to comply with all federal and state laws applicable to and concerning the confidentiality of Court records. All information concerning any person referred under this Contract shall be confidential. The Contractor understands that any access to the identities of any Court families shall only be as necessary for the purpose of performing its responsibilities under this Contract.

The Contractor agrees that the use or disclosure of information concerning the family for any purpose not related to supervised visitation is prohibited.

XIX. AUDIT RESPONSIBILITY

The Contractor agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local audit directly related to the provision of this Contract.

The Contractor agrees to repay the Court the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. The Contractor recognizes and agrees the Court may withhold any money due and recover through any appropriate method any money erroneously paid under this Contract if evidence exists of less than full compliance with this Contract.

XX. WARRANTY

The Contractor warrants that its services and/or goods shall be performed and/or provided in a professional and work like manner in accordance with applicable professional standards.

XXI. PUBLIC RECORDS

This Contract is a matter of public record under the laws of the State of Ohio. Contractor agrees to make copies of this Contract promptly available to any requesting party.

XXII. DRUG-FREE WORKPLACE

Contractor certifies and affirms that Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this Contract, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

XXIII. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

Although information about and generated under this Contract may fall within the public domain, Contractor will not release information about or related to this Contract to the general public or media verbally, in writing, or by any electronic means without prior approval from the Warren County Juvenile Court Administrator or designee, unless Contractor is required to release requested information by law. The Court reserves the right to announce to the general public and media: award of the Contract, Contract terms and conditions, scope of work under the Contract, deliverables and results obtained under the Contract, impact of

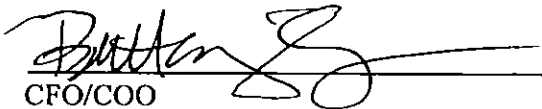
Contract activities, and assessment of Contractor's performance under the Contract. Except where approval has been granted in advance, the Contractor will not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Contract award, Contract terms and conditions, Contract scope of work, government-furnished documents the Court may provide to Contractor to fulfill the Contract scope of work, deliverables required under the Contract, results obtained under the Contract, and impact of Contract activities. If contacted by the media about this Contract, Contractor agrees to notify the Warren County Juvenile Court Administrator or their designee in lieu of responding immediately to media queries. Nothing in this section is meant to restrict Contractor from using Contract information and results to market to specific clients or prospects.

XXIV. AMENDMENTS

All amendments shall be in writing and executed by both parties. All amendments and changes shall be dated and become part of the original Contract.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement with the intent to be legally bound thereby.

BEECH ACRES Authorized Representative:


CFO/COO

4/24/24
Date


WARREN COUNTY BOARD OF COMMISSIONERS

*  5/7/24
President Date

David G Young
Printed Name

24-0607
Resolution Number

Approved as to form,

 4/25/24
Adam M. Nice
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Warren County

I, Brittany Speed, holding the title and position of COO/CFO at the firm Beck Ares Parenting Center, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

Brittany Speed
AFFIANT

Subscribed and sworn to before me this 17th day of Apr 20 24

[Signature]
(Notary Public),

Hamilton County.

My commission expires N/A 20 _____



Dennis A. Gleason
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Sec 147.03 RC

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

Resolution

Number 24-0608

Adopted Date May 07, 2024

ENTERING INTO A CAREER EXPLORATION AND JOB SHADOW AGREEMENT ON
BEHALF OF OHIO MEANS JOBS WARREN COUNTY

BE IT RESOLVED, to enter into a Career Exploration and Job Shadow Agreement with the
following educational institution, as attached hereto and made part hereof:

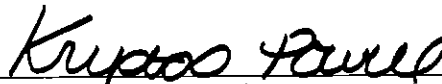
Kings Local School District
5500 Columbia Rd
Kings Mills, Ohio 45034

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

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

Resolution adopted this 7th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—OhioMeansJobs Warren County
OhioMeansJobs (file)

**OhioMeansJobs Warren County
Youth Workforce Development
Career Exploration & Job Shadow Agreement**

This agreement is entered into and effective on the date last signed below between the Warren County Board of Commissioners on behalf of OhioMeansJobs Warren County, whose office is located at 300 East Silver St, Lebanon, Ohio 45036 (hereinafter referred to as OMJWC) and Kings High School, whose office is located at 5500 Columbia Rd. Kings Mills, Ohio 45034 (hereinafter referred to as KHS).

WHEREAS, OMJWC operates an unpaid Work Experience Program which may provide temporary job shadowing opportunities for students in KHS Career Development courses; and,

WHEREAS, KHS is seeking eligible worksites for KHS career development efforts; and,

WHEREAS, the KHS Career Development teachers desire to participate in the OMJWC Work Experience Program by providing job shadowing and career exploration opportunities for youth at OMJWC's worksite location, specifically, 300 East Silver St. Lebanon Ohio, 45036...

NOW THEREFORE, in consideration of the promises and mutual covenants herein, it is agreed by and between the parties as follows:

- A. OMJWC in conjunction with KHS will provide career exploration opportunities through job shadowing for all eligible students interested in learning government function, human services, and fiscal coordination.
- B. Participants will report to OMJWC at agreed upon times and days that will coincide with their school's workforce development curriculum and schedule.
- C. OMJWC agrees that youth will not be involved in programs or activities which are in violation of Federal or State regulations, as amended, governing religious/sectarian or political activities.
- D. KHS shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, the Board of Warren County Commissioners and their employees from liability of any nature arising from the participation in this career exploration job shadowing opportunity, including, but not limited to: cost and expenses for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by persons or property resulting in whole or in part from negligent performance or omission of an employee, agent or representative of the Worksite, as well as the youth and other individuals working for the Worksite agency pursuant to this agreement.

E. INSURANCE

KHS shall provide liability insurance coverage as follows:

KHS 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 Agreement. *[if applicable]* KHS shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

KHS further agrees that if any Comprehensive General Liability or Professional Liability coverage is on a "claims made" basis, the policy provide that in the event this Agreement is terminated, KHS shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement.

By endorsement to the Comprehensive General Liability or Professional Liability coverage, Warren County 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.

- F. This agreement may only be modified by written instrument executed by both parties..
- G. Participants must adhere to OMJWC policies and procedures.
- H. OMJWC can terminate a job shadow/career exploration opportunity if the student fails to adhere to OMJWC policies and procedures.
- I. Either party may terminate this agreement for convenience by providing 15 days advanced written notice to the other party.
- J. This contract shall be effective on the date last signed below and shall remain in effect until June 30, 2025, unless otherwise terminated by either party, or extended by written amendment executed by both parties.
- K. KHS and the OMJWC understand and agree that signing of this agreement does not guarantee the placement of youth at the Worksite(s).
- L. CERTIFICATIONS: The undersigned individuals have read and fully comprehend all statements in this agreement and signify by their signatures a voluntary intent to be fully bound by the provisions of this agreement as well as any and all attachments which are explicitly merged and incorporated into the agreement. In addition, the organized labor representative, if applicable, reviewing this agreement expressly stipulated by his/her below affixed signature that he/she has read, understands and voluntarily concurs with the agreement. A copy of the completed agreement will be returned to the Worksite Administrator after being reviewed and signed by the OMJWC representative. The Worksite is to retain its copy of the agreement in its files for the duration of the program year.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 19th day of April, 2024.

WARREN COUNTY BOARD OF COMMISSIONERS:

* [Signature]
David G. Young, President

KHS:
Carrie L. Snyder - KHS Internship teacher

Name
[Signature]
Signature/KHS Administrator

April 19, 2024
Date

KHS High Principal
Title of KHS Administrator

If applicable, an Organized Labor Representative should review this agreement and stipulate by his/her signature below that he/she has read, understands, and voluntarily concurs with the execution of the Worksite Agreement.

Signature of Authorized Organized Labor Representative _____ Date _____

Ohio Means Jobs Warren County
~~WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES~~

[Signature]
Josh Hisle OMJWC, Director

5/7/24
Date

APPROVED AS TO FORM:

[Signature]
Adam Nice, Assistant Prosecuting Attorney

4/25/24
Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/23/2024

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

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

PRODUCER USI Insurance Services, LLC 5455 Rings Road, Suite 250 Dublin, OH 43017 614 340-6100	CONTACT NAME: Chris House	
	PHONE (A/C, No, Ex): 614 340-6162	FAX (A/C, No):
E-MAIL ADDRESS: cris.house@usi.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Liberty Mutual Insurance Company		23043
INSURER B: Liberty Insurance Corporation		42404
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 Kings Local School District
 1797 King Ave
 Kings Mills, OH 45034-1721

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		TB5Z51293985023	07/01/2023	07/01/2024	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		AS7Z51293985013	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		TH7Z51293985073	07/01/2023	07/01/2024	EACH OCCURRENCE	\$2,000,000
						AGGREGATE	\$2,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N N/A (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate holder, only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER

OhioMeansJobs Warren County
 300 East Silver St
 Lebanon, OH 45036

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Adomas A. Chikara

Resolution

Number 24-0609

Adopted Date May 07, 2024

APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE WARREN COUNTY CAREER CENTER ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE RELATIVE TO THE SCHOOL RESOURCE OFFICER PROGRAM

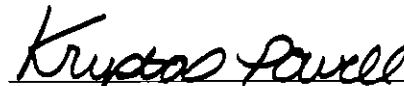
BE IT RESOLVED, to approve a Memorandum of Understanding with the Warren County Career Center on behalf of the Warren County Sheriff's Office relative to the School Resource Officer Program, as attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Warren County Career Center
Sheriff (file)

**WARREN COUNTY CAREER CENTER AND WARREN COUNTY SHERIFF'S
OFFICE SCHOOL RESOURCE OFFICER PROGRAM MEMORANDUM OF
UNDERSTANDING AND AGREEMENT**

This Agreement and Memorandum of Understanding entered and effective as of the date last signed below is between the Warren County Board of Commissioners on behalf of the Warren County Sheriff's Office (hereinafter "WCSO"), and Warren County Career Center (hereinafter "WCCC") (collectively referred to as "the parties").

Whereas, WCCC requires a safe and orderly environment in order to successfully educate its students and requires school resource officers (hereinafter "SRO") for this purpose and;

Whereas, WCSO desires to provide deputies to act as SROs to provide law enforcement public safety services to WCCC for the SRO Program.

Whereas, pursuant to Section 3313.951 of the Ohio Revised code the parties join in this agreement and memorandum of understanding with the goal of collaboration between the parties to ensure school administrators, staff, and students have the resources and expertise to maintain safety, order and discipline on its school campuses (this activity is hereinafter referred to as the "SRO Program"). The SRO Program is intended to ensure that no student's right to receive an education is abridged by violence or disruption.

Whereas, this agreement and memorandum of understanding clarifies the roles of the SRO and school administrators, the scope of their authority, their duties to provide effective communication, and other responsibilities of the parties.

Now therefore, the parties agree as follows:

1. WCSO Responsibilities:

- 1.1. WCSO, in collaboration with the Warren County Commissioners, shall be responsible to provide a total of **1 deputy** to act as an SRO for WCCC.
- 1.2. WCSO shall be responsible to provide uniforms, weapons, salary and benefits in accordance with the applicable salary schedules and employment practices of the WCSO, including but not necessarily limited to: sick leave, annual leave, retirement compensation, disability salary continuation, worker's compensation, unemployment compensation, life insurance, dental insurance and medical/hospitalization insurance.
- 1.3. WCSO shall be responsible for supplying necessary marked patrol vehicles and will bear the cost of all vehicle operating expenses, including but not limited to: fuel cost, regularly scheduled vehicle maintenance, vehicle repairs and replacement as necessary.
- 1.4. WCSO shall be responsible for the cost of the SROs continued professional education and training pertaining to all functions of WCSO sworn personnel.
- 1.5. WCSO shall invoice WCCC pursuant to the attached Schedule A. WCSO will invoice WCCC quarterly in advance of SRO services being provided.
 - 1.5.1 WCSO will return any overpayments to WCCC 60 days after the current calendar year.

2. WCCC Responsibilities:

2.1 WCCC shall be responsible to pay WCSO the **actual total cost of service of 1 deputy.**

2.1.1 WCSO will provide an annual addendum [referred herein as Schedule A] that details the **actual total cost of service.** The parties acknowledge and agree that this amount is subject to fluctuations based on collective bargaining agreements, the assignment of a particular deputy, salaries, and benefits, etc.

2.2 WCCC may be responsible for the cost of training pertinent to the SRO Program, in an amount not to exceed \$1,500.00 total, any additional training costs may be paid by the WCSO. SRO Program should focus on understanding child and adolescent development, age-appropriate practices for conflict resolution, developmentally informed de-escalation and crises intervention methods, and school safety.

2.3 If WCCC shall cause any overtime to be owed to an SRO due to WCCC seeking SRO services for school related activities including but not limited to athletic events, student performances, dances, field trips or other extracurricular activities, WCCC shall be solely responsible for any such overtime. WCSO will include the overtime on the applicable invoices.

2.4 WCCC shall pay any quarterly invoices it received from WCSO within 30 days of receipt, pursuant to Schedule A.

3. Relationship of the Parties

3.1 The WCSO shall provide all SRO services pursuant to this contract as an independent contractor. The SRO will, at all times, be under the direct supervision and control of the WCSO, and subject to the rules, regulations, and policies of the WCSO, and the laws of the State of Ohio and the United States Government. In no event shall the SRO be considered an employee of WCCC. The SRO, as the employee of an independent contractor, is not authorized to make a contract, agreement, or promise on behalf of WCCC, or to create any implied obligation on behalf of WCCC.

4. Term and Termination

4.1 The terms of this contract shall commence upon final signature below and continue through and terminate at 11:59 p.m., July 31, 2029. However, this contract may be renewed for an additional term by a written addendum executed by both parties. Either party may terminate this contract without cause by giving 90 days written notice to the other party or upon 30 days written notice if for cause. The contract shall also terminate automatically at 11:59 p.m. on July 31st of every calendar year after 2029, in the event the parties fail to agree upon the division of SRO payroll costs for the subsequent calendar by that day and time.

5. Responsibilities of SRO

5.1 The SRO is a sworn Warren County Deputy Sheriff assigned to provide the law enforcement expertise and resources to assist school staff in maintaining safety, order and support of the Atrium Campus' of WCCC. The SRO will be considered an active member of the administrative team.

- 5.2 The SRO's assigned school buildings, grounds, and surrounding will be the equivalent of the SRO's patrol area, and he/she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the SRO. In an emergency, in the absence of the SRO, the school shall call 911.
- 5.3 The SRO's duty schedule will be arranged to provide coverage throughout the school day including peak arrival and departure times before and after school. Whenever possible, the SRO will be visible patrolling the exterior and interior grounds, particularly during the opening or closing of school and during the lunch periods. When school is not in session during summer months and when not requested by the school for school functions, the SRO's schedule shall be determined by the WCSO. When possible the WCSO shall assign a substitute SRO to perform all SRO duties whenever the primary SRO is unavailable due to illness, vacation or emergency.
- 5.4 The SRO shall wear the regulation deputy uniform and operate a marked sheriff's cruiser while on duty unless otherwise authorized. The supervisor may approve a soft uniform provided the SRO maintains a state of readiness by having all necessary equipment readily available. The SRO provides a visible deterrent to crime and a positive representation of the WCSO to students and staff.
- 5.5 While the primary role of the SRO will be that of a law enforcement officer the SRO shall also fulfill the additional roles of counselor, teacher, and community liaison.
- 5.6 The SRO shall also assist with training for the school administration in law enforcement and related matters. Information about crime trends and changes in law relevant to schools shall be disseminated to the school administrative staff to assist them in effectively establishing and maintaining safe school environments.
- 5.7 The SRO may also become involved with the school's curriculum and provide instruction that will enhance the students' understanding of the law enforcement mission and the responsibilities of citizenship. However, responding to incidents or conducting investigations will always take precedence over instruction in the classroom. Lesson plans for all formal, organized presentations shall be forwarded to the supervisor for review and approval prior to presentation.
- 5.8 When it is in the best interest of the WCSO and the school, the SRO may make formal presentation to, or participate in, school-based community organization meetings. The supervisor must approve participation in other activities such as panel discussion, mentoring programs and community coalitions or task forces in advance. The SRO shall keep the supervisor informed of the status of such additional activities.
- 5.9 A critical element of the SRO program is an open relationship and strong communication between the school principal and the SRO. The SRO shall meet weekly, or more frequently, if necessary, with the assigned school principal or their designee for the purpose of exchanging information about current crime trends, problem areas, or other areas of concern which have potential for disruption in the school or within the community.

5.10 The SRO is expected to be familiar with school rules and how they are applied by the school. Routinely, rule infractions will not be handled as violations of law, but instead will be referred to the principal for action. Any questions related to the enforcement of rules versus laws within the school should be discussed with the principal. This specifically applies to general standards of conduct. If not otherwise prohibited by law or WCSO policy, the principal or their designee may direct the SRO to investigate school rule violations and appear as a witness as resulting proceedings before the school board or any other appropriate forum. The following procedures will be adhered to where arrests of students, staff or trespassers become necessary:

5.10.1 Arrests of students or staff during school hours or on school grounds shall be reported to the principal as soon as practical.

5.10.2 Persons who have been deemed as non-students without legitimate reason to be on school grounds or those, including students, whose presence on school grounds has been restricted or forbidden may be arrested for trespassing.

5.10.3 The decision to arrest shall be at the sole discretion of the SRO, but will be discussed with the principal whenever practical, with the exception of an active arrest warrant.

5.10.4 The SRO shall make every effort to affect each arrest in a manner as to provide minimal disruption to school operations.

5.10.5 The SRO shall make notification to a juvenile offender's parent or guardian in accordance with the WCSO procedures.

5.11 It is agreed that SROs shall not transport students except:

5.11.1 When the student is a victim of crime, under arrest, when a student is suspended and sent home from school and the student's parent or guardian has refused or is unable to transport the student within a reasonable time and it has confirmed that the student's parent is at the destination to which the student is to be transported, or some other exigent circumstances exist.

6. Responsibilities of School Principal

6.1 It is the responsibility of the principal to facilitate effective communications between the SRO and the school staff. The principal or their designee shall meet on a weekly basis with the assigned SRO to share information and discuss any relevant issues.

6.2 The principal shall ensure the SRO is provided a designated work area equipped with a telephone and computer. The principal shall also ensure the SRO has unrestricted access to a photocopier and fax machine. The principal shall provide the SRO access to the internet but will follow the guidelines set forth in the school district's acceptable use policy.

6.3 The principal shall meet with the SRO supervisor at the request of either party when needed to ensure adequate communication between the school and WCSO. Upon request, the principal shall provide information to the SRO supervisor to assist in preparing for the annual evaluation of the SRO's performance. The principal is also encouraged to consult with the SRO supervisor prior to the selection of a new SRO to share any relevant information on the needs or concerns of the school district.

- 6.4 The principal shall ensure the school staff are trained and have an understanding of the importance of the emergency procedures as dictated in the Emergency Response Plan. While it is incumbent upon each member of the school staff to earnestly participate in routine emergency drills, the principal shall facilitate this effort and cooperation.
- 6.5 The principal or their designee shall ensure there is always an administrator onsite. The SRO is not given sole charge of the building in the absence of the school administrator(s).
- 6.6 Pursuant to Ohio Revised Code §5502.262, the school principal or other school administrator shall maintain a comprehensive emergency management plan and, when necessary, shall update said plan. Pursuant to Ohio Revised Code §5502.262(C)(2), the school principal or other school administrator shall provide a copy of the plan to the WCSO.

7. Responsibilities of SRO Supervisor

- 7.1 The SRO supervisor shall ensure the SRO remains fully certified in all aspects of training and updated in all current legal issues that pertain to all sworn personnel.
- 7.2 The SRO supervisor shall act as liaison between the WCCC and the WCSO. The SRO supervisor will immediately address any personnel concerns WCCC brings forward regarding the SRO.

8. Entire Agreement

- 8.1 This agreement and memorandum of understanding contains the entire agreement between the parties with respect to the SRO program and supersedes all prior written or oral agreement between the parties. No representations, promises, understandings, contracts, or otherwise not herein contained shall be of any force or effect.

9. Modification or Amendment


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

[The remainder of this page is intentionally left blank.]

10. Execution

In execution whereof, the undersigned duly authorized parties hereby agree to the above agreement and memorandum of understanding and all of its terms and conditions.

**Warren County Board
Of Commissioners**

* 

President / Vice President

David G Young

Printed Name

5/7/24

Date

Resolution Number: *24-0609*

Assistant Prosecuting Attorney
Warren County

**Reviewed and Approved by
Warren County Sheriff's Office**



Larry L. Sims, Sheriff

**Warren County Career Center
Warren County, Ohio**



Authorized Signatory

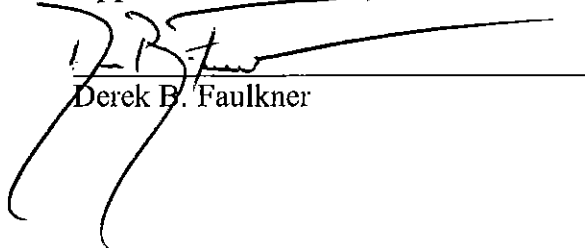
JOEL KING

Printed Name

4/26/24

Date

Approved as to Form,



Derek B. Faulkner

ATTACHMENT A
2024 PAYROLL ADDENDUM

School Resource Deputy Agreement between the Sheriff of Warren County, Ohio and Warren County Career Center, Warren County, Ohio.

In conjunction with the terms and conditions of the above referenced agreement relative to the number of and the compensation for the services of School Resource Deputy Sheriff, and the following schedule of payments, shall be implemented commencing as of August 10, 2024, and continuing through midnight on December 31, 2024.

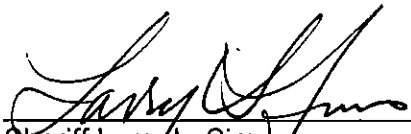
SALARIES	\$ 29,887.20
OVERTIME	\$ 5,000.00
PERS	\$ 6,314.58
MEDICARE	\$ 505.86
WORKER'S COMP	\$ 697.74
INSURANCE	\$ 7,034.56
TOTAL	\$ 49,439.95

These totals may fluctuate with changes of personnel and be documented in the biweekly payroll record.

1ST QUARTER INVOICE: \$0.00
2ND QUARTER INVOICE: \$0.00
3RD QUARTER INVOICE: \$19,775.98
4TH QUARTER INVOICE: \$29,663.97

All other conditions and terms shall remain in effect.

In witness where of, the parties have hereunto set their hands on this _____ day of _____, 2024, at _____, Ohio



Sheriff Larry L. Sims



WCCC Representative

ATTACHMENT A
2025 PAYROLL ADDENDUM

School Resource Deputy Agreement between the Sheriff of Warren County, Ohio and Warren County Career Center, Warren County, Ohio.

In conjunction with the terms and conditions of the above referenced agreement relative to the number of and the compensation for the services of School Resource Deputy Sheriff, and the following schedule of payments, shall be implemented commencing as of January 1, 2025 and continuing through midnight on December 31, 2025.

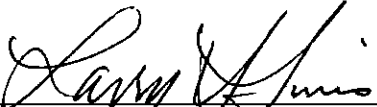
SALARIES	\$ 90,065.60
OVERTIME	\$ 5,000.00
PERS	\$ 17,206.87
MEDICARE	\$ 1,378.45
WORKER'S COMP	\$ 1,901.31
INSURANCE	\$ 21,103.68
TOTAL	\$ 136,655.92

These totals may fluctuate with changes of personnel and be documented in the biweekly payroll record.

1ST QUARTER INVOICE: \$34,163.98
2ND QUARTER INVOICE: \$34,163.98
3RD QUARTER INVOICE: \$34,163.98
4TH QUARTER INVOICE: \$34,163.98

All other conditions and terms shall remain in effect.

In witness where of, the parties have hereunto set their hands on this _____ day of _____, 2024, at _____, Ohio



Sheriff Larry L. Sims



WCCC Representative

Resolution

Number 24-0610

Adopted Date May 07, 2024

APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT WITH LARRY SMITH, INC. FOR THE CONSTRUCTION OF THE PEKIN ROAD AT STATE ROUTE 123 WATERMAIN REPLACEMENT PROJECT, PURCHASE ORDER NO. 23002528

WHEREAS, pursuant to Resolution #23-1593, adopted November 28, 2023, this Board entered into a contract with Larry Smith, Inc. for the construction of the Pekin Road at State Route 123 Watermain Replacement Project; and

WHEREAS, upon construction of the new replacement waterline, the contractor discovered that the existing watermain was located within three feet of the roadway necessitating backfilling with #304 compacted gravel instead of the common fill; and

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

NOW THEREFORE IT BE RESOLVED:

1. Approve Change Order No. 1 to the Contract with Larry Smith, Inc. increase Purchase Order No. 23002528 by \$17,680.09 and creating a new Contract and Purchase Order price in the amount of \$124,070.09.
2. By said Change Order, attached hereto and made part hereof, all costs and work associated with the change shall be added to the contract.
3. That the Board execute and sign Change Order No.1 of the Contract with Larry Smith, Inc. for the construction of the Pekin Road at State Route 123 Watermain Replacement Project.

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

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

Resolution adopted this 7th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
c/a—Larry Smith Inc.

Water/Sewer (file)
Project file



Warren County
Water & Sewer Dept.

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

CHANGE ORDER

DATE: April 29, 2024

Change Order Number 1

Project Name: Pekin Road at State Route 123 Watermain Replacement

ITEM	DESCRIPTION	ADDITIONS	DELETIONS
1	# 304 Compacted Gravel Backfill Provide all necessary labor, materials, and equipment to install #304 compacted gravel backfill over watermain where watermain is within 3-feet from pavement.	\$17,680.09	
Sums of the ADDITIONS & DELETIONS		\$17,680.09	\$0.00
TOTALS FOR THIS CHANGE ORDER		\$17,680.09	

Attachments:

Attachment 1 – Proposed Change Order No. 1

Original contract price \$106,390.00 .

Current contract price adjusted by previous change orders \$106,390.00.

The Contract price due to this change order will be increased/~~decreased~~.

The New contract price including this change order will be \$124,070.09.

The contract time will be increase by 0 calendar days.

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

E. Uok
Contractor's Signature

4/29/2024
Date

Recommended By:

Matthew R. Lilled
Warren Staff Engineer

4/29/2024
Date

[Signature]
Warren County Commissioner

5-7-24
Date

[Signature]
Warren County Commissioner

5-7-24
Date

[Signature]
Warren County Commissioner

5-7-24
Date

Change Order Request

LSI Proposed Change Order: 1

Date: 4/23/2024

Project:

Job Number:

Contractor: Larry Smith, Inc.
5737 Dry Fork Road
Cleveland, Ohio 45002
Project Manager: Eric Vornheder

Subcontractor:

LSI Project # S24002

Calculation for labor charges:	Foreman	Operator 1	Operator 2	Operator 3	Labor	Truck Driver
Base Wage	\$43.49	\$41.49	\$41.37	\$40.33	\$34.82	\$31.24
Plus Fringes Benefits	<u>\$16.25</u>	<u>\$16.25</u>	<u>\$16.25</u>	<u>\$16.25</u>	<u>\$13.80</u>	<u>\$17.16</u>
Total Base plus Fringes	\$59.74	\$57.74	\$57.62	\$56.58	\$48.42	\$48.39
15% Overhead and Profit	<u>\$8.96</u>	<u>\$8.66</u>	<u>\$8.64</u>	<u>\$8.49</u>	<u>\$7.26</u>	<u>\$7.26</u>
Total Hourly Rate	<u>\$68.70</u>	<u>\$66.40</u>	<u>\$66.26</u>	<u>\$65.07</u>	<u>\$55.68</u>	<u>\$55.65</u>
Calculation for Overtime Rates	\$126.80	\$122.00	\$121.71	\$119.22	\$102.13	\$98.64

Change Order Notes:

- 1 This Change Order is Time and Material Basis.
- 2 Equipment rates are from the Blue Book Equipment Watch

Change Order Description:

1 Installation of 304 gravel above new water main, due to existing main being an average of two feet from edge of pavement.

A Labor	Proposed #	Position describe	Time #	Time Units	Reg Rate \$/hr.	Overtime Rate \$/hr.	Total \$	
	1	Foreman	7.0	Hrs.	68.70	126.80	480.91	
		Operator 1	0.0	Hrs.	66.40	122.00	0.00	
		Operator 2	0.0	Hrs.	66.26	121.71	0.00	
		Operator 3	0.0	Hrs.	65.07	119.22	0.00	
		Laborer	14.0	Hrs.	55.68	102.13	779.56	
		Truck Driver	0.0	Hrs.	55.65	98.64	0.00	
		TOTAL					<u>1,260.47</u>	
B Owned Equipment		Description	Quantity	UOM	Active	Cost	@ 15% rate	Total Marked-up Cost
		Foreman Truck	7.0	Hrs.	15.00	105.00	15.75	120.75
		Bobcat T-650	7.0	Hrs.	80.73	565.11	84.77	649.88
		TOTAL				0.00	0.00	<u>770.63</u>
C Materials		Description	Quantity	UOM	\$/unit	Cost	@ 15% rate	Total
		#304 Gravel	141.1	TN	15.00	2,116.65	317.50	2,434.15
		Watson Gravel (Dump Fees)	23.00	EA	60.00	1,380.00	207.00	1,587.00
		TOTAL				0.00	0.00	<u>4,021.15</u>
D Subcontractor		Description	Quantity	UOM	\$/unit	Cost	@ 5% rate	Total
		Hageman Trucking	40.25	HR	95.00	3,823.75	191.19	4,014.94
		Hageman Trucking	7.75	HR	100.00	775.00	38.75	813.75
		Hageman Trucking	30.75	HR	105.00	3,228.75	161.44	3,390.19
		Fuel Surcharge 3%	1.00	EA	257.64	257.64	12.88	270.52
		A&A Safety (Traffic Lights)	0.5	EA	5,978.00	2,989.00	149.45	3,138.45
		TOTAL				0.00	0.00	<u>11,627.86</u>
Total Addition							\$ 17,680.09	

<p>Submitted,</p> <p style="text-align: center;"></p> <p>Eric Vornheder, Project Manager Larry Smith, Inc</p>	<p>Acceptance,</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">(Date)</p>
<p>4/23/24 (Date)</p>	<p>_____ (Date)</p>

PEKIN ROAD AT STATE ROUTE 123 WATERMAIN REPLACEMENT PROJECT

DAILY BACKFILL AND COMPACTION REPORT

Date:	3-20-24
Length of Pipe Installed:	120
Volume of #304 Gravel Used	35.28

Crew On Site:

Name	Labor Classification / Role	Total Hours for Backfill & Compaction
Kyle	Foreman	2
preston	labor	2
cole	labor	2

Equipment On Site:

Equipment	Hours Utilized for Compaction
Formans truck	2
Bobcat t650	2

Foreman: Kyle Vombreda

Date: 3-20-24

PEKIN ROAD AT STATE ROUTE 123 WATERMAIN REPLACEMENT PROJECT

DAILY BACKFILL AND COMPACTION REPORT

Date:	3-21-24
Length of Pipe Installed:	80
Volume of #304 Gravel Used	19.01 Tons

Crew On Site:

Name	Labor Classification / Role	Total Hours for Backfill & Compaction
Kyle	Foreman	2
preston	labor	2
cole	labor	2

Equipment On Site:

Equipment	Hours Utilized for Compaction
Foreman's truck	2
Bobcat #850	2

Foreman: Kyle Korhede

Date: 3-21-24

PEKIN ROAD AT STATE ROUTE 123 WATERMAIN REPLACEMENT PROJECT

DAILY BACKFILL AND COMPACTION REPORT

Date:	3-22-24
Length of Pipe Installed:	40
Volume of #304 Gravel Used	16.19

Crew On Site:

Name	Labor Classification / Role	Total Hours for Backfill & Compaction
Kyle		40 min
preston		40 min
cole		40 min

Equipment On Site:

Equipment	Hours Utilized for Compaction
Foreman Truck	40 mins.
Bobcat Also	40 mins
	8

Foreman: Kyle Kornhaber

Date: 3-22-24

PEKIN ROAD AT STATE ROUTE 123 WATERMAIN REPLACEMENT PROJECT

DAILY BACKFILL AND COMPACTION REPORT

Date:	3-25-24
Length of Pipe Installed:	60
Volume of #304 Gravel Used	31.69

Crew On Site:

Name	Labor Classification / Role	Total Hours for Backfill & Compaction
Kyle	Foreman	1
Preston	labor	1
cole	labor	1

Equipment On Site:

Equipment	Hours Utilized for Compaction
Foreman trucks	1
Bobcat TL50	1

Foreman: Kyle Vontida

Date: 3-25-24

PEKIN ROAD AT STATE ROUTE 123 WATERMAIN REPLACEMENT PROJECT

DAILY BACKFILL AND COMPACTION REPORT

Date:	3-27-24
Length of Pipe Installed:	80
Volume of #304 Gravel Used	38.94

Crew On Site:

Name	Labor Classification / Role	Total Hours for Backfill & Compaction
Kyle	Foreman	1:20
preston	labor	1:20
cole	labor	1:20

Equipment On Site:

Equipment	Hours Utilized for Compaction
Foreman's truck	1:20
Bobcat T650	1:20

Foreman: Kyle Vornheder

Date: 3-27-24

Watson Gravel, Inc.

P.O. Box 277
 Ross, OH 45061
 513-863-0070

INVOICE

INVOICE 838153
 PAGE 1
 DATE 3/23/2024
 TERMS Net 30 Days
 ACCT NO. 64300

SOLD TO

LARRY SMITH CONTRACTORS INC
 5737 DRY FORK ROAD
 CLEVELAND, OH 45002

Plant: MIDDLETOWN
 Job#: MI1PU
 MATERIAL PICKED UP
 Tax Code: BUEX
 PO:

Ticket	Date	Product	Qty	-----Material-----		-----Freight-----		Fuel Surchg	Slinger Rate Amt	Tax Amount	Total
				Rate	Amount	Rate	Amount				
5323947	3/20/2024	304 CRUSHED GRAVEL	17.35	15.00	260.25	0.00	0.00			0.00	260.25
5324018	3/20/2024	304 CRUSHED GRAVEL	17.64	15.00	264.60	0.00	0.00			0.00	264.60
Subtotal			34.99	Ton	\$524.85		\$0.00			\$0.00	\$524.85
Invoice Total			34.99		\$524.85		\$0.00			\$0.00	\$524.85

Total Invoice ----- > **\$524.85**

Watson Gravel, Inc.

P.O. Box 277
 Ross, OH 45061
 513-863-0070

INVOICE

INVOICE 838154
 PAGE 1
 DATE 3/23/2024
 TERMS Net 30 Days
 ACCT NO. 64300

SOLD TO

LARRY SMITH CONTRACTORS INC
 5737 DRY FORK ROAD
 CLEVELAND, OH 45002

Plant: MIDDLETOWN
 Job#: MI1PU
 MATERIAL PICKED UP
 Tax Code: BUEX
 PO: pekin rd

Ticket	Date	Product	Qty	-----Material-----		-----Freight-----		Fuel Surchg	Slinger Rate Amt	Tax Amount	Total
				Rate	Amount	Rate	Amount				
5324096	3/21/2024	FILL SAND	16.19	7.50	121.43	0.00	0.00			0.00	121.43
5324170	3/21/2024	FILL SAND	16.60	7.50	124.50	0.00	0.00			0.00	124.50
5324234	3/22/2024	FILL SAND	15.98	7.50	119.85	0.00	0.00			0.00	119.85
5324246	3/22/2024	FILL SAND	15.82	7.50	118.65	0.00	0.00			0.00	118.65
5324284	3/22/2024	FILL SAND	16.39	7.50	122.93	0.00	0.00			0.00	122.93
5324303	3/22/2024	FILL SAND	19.71	7.50	147.83	0.00	0.00			0.00	147.83
Subtotal			100.69	Ton	\$755.19		\$0.00			\$0.00	\$755.19
5324148	3/21/2024	304 CRUSHED GRAVEL	16.44	15.00	246.60	0.00	0.00			0.00	246.60
5324193	3/21/2024	304 CRUSHED GRAVEL	19.01	15.00	285.15	0.00	0.00			0.00	285.15
5324270	3/22/2024	304 CRUSHED GRAVEL	16.19	15.00	242.85	0.00	0.00			0.00	242.85
5324286	3/22/2024	304 CRUSHED GRAVEL	18.55	15.00	278.25	0.00	0.00			0.00	278.25
Subtotal			70.19	Ton	\$1052.85		\$0.00			\$0.00	\$1,052.85
Invoice Total			170.88		\$1808.04		\$0.00			\$0.00	\$1,808.04

Total Invoice ----- > **\$1,808.04**

Watson Gravel, Inc.

P.O. Box 277
Ross, OH 45061
513-863-0070

INVOICE

INVOICE 838629
PAGE 1
DATE 3/30/2024
TERMS Net 30 Days
ACCT NO. 64300

SOLD TO

LARRY SMITH CONTRACTORS INC
5737 DRY FORK ROAD
CLEVES, OH 45002

Plant: Ross
Job#: RS1PU
MATERIAL PICKED UP
Tax Code: BUEX
PO: PICKEN RD

Ticket	Date	Product	Qty	-----Material-----		-----Freight-----		Fuel Surchg	Slinger Rate Amt	Tax Amount	Total
				Rate	Amount	Rate	Amount				
1614556	3/25/2024	304 CRUSHED GRAVEL	15.85	14.50	229.83	0.00	0.00			0.00	229.83
Subtotal			15.85	Ton	\$229.83		\$0.00			\$0.00	\$229.83
Invoice Total			15.85		\$229.83		\$0.00			\$0.00	\$229.83

Total Invoice ----- > \$229.83

Watson Gravel, Inc.

P.O. Box 277
 Ross, OH 45061
 513-863-0070

INVOICE

INVOICE 838632
 PAGE 1
 DATE 3/30/2024
 TERMS Net 30 Days
 ACCT NO. 64300

SOLD TO

LARRY SMITH CONTRACTORS INC
 5737 DRY FORK ROAD
 CLEVELAND, OH 45002

Plant: MIDDLETOWN
 Job#: MI1PU
 MATERIAL PICKED UP
 Tax Code: BUEX
 PO: PEKIN RD

Ticket	Date	Product	Qty	-----Material-----		-----Freight-----		Fuel Surchg	Slinger Rate Amt	Tax Amount	Total
				Rate	Amount	Rate	Amount				
5324419	3/25/2024	FILL SAND	18.87	7.50	141.53	0.00	0.00			0.00	141.53
5324466	3/25/2024	FILL SAND	19.34	7.50	145.05	0.00	0.00			0.00	145.05
5324679	3/27/2024	FILL SAND	19.25	7.50	144.38	0.00	0.00			0.00	144.38
Subtotal			57.46	Ton	\$430.96		\$0.00			\$0.00	\$430.96
5324442	3/25/2024	304 CRUSHED GRAVEL	15.84	15.00	237.60	0.00	0.00			0.00	237.60
5324658	3/27/2024	304 CRUSHED GRAVEL	19.62	15.00	294.30	0.00	0.00			0.00	294.30
Subtotal			35.46	Ton	\$531.90		\$0.00			\$0.00	\$531.90
Invoice Total			92.92		\$962.86		\$0.00			\$0.00	\$962.86

Total Invoice ----- > \$962.86

Watson Gravel, Inc.

P.O. Box 277
Ross, OH 45061
513-863-0070

INVOICE

INVOICE 838157

PAGE 1

DATE 3/23/2024

TERMS Net 30 Days

ACCT NO. 64300

SOLD TO

LARRY SMITH CONTRACTORS INC
5737 DRY FORK ROAD
CLEVES , OH 45002

Plant: MIDDLETOWN

Job#: MI201

DUMP FEE

Tax Code: BUEX

PO: PEKIN RD

Ticket	Date	Product	Qty	----Material-----		----Freight-----		Fuel Surchg	Slinger Rate Amt	Tax Amount	Total
				Rate	Amount	Rate	Amount				
5323993	3/20/2024	DUMP FEE/MULTI AXLE	1.00	60.00	60.00	0.00	0.00			0.00	60.00
5324009	3/20/2024	DUMP FEE/MULTI AXLE	1.00	60.00	60.00	0.00	0.00			0.00	60.00
5324045	3/20/2024	DUMP FEE/MULTI AXLE	1.00	60.00	60.00	0.00	0.00			0.00	60.00
5324071	3/20/2024	DUMP FEE/MULTI AXLE	1.00	60.00	60.00	0.00	0.00			0.00	60.00
5324078	3/20/2024	DUMP FEE/MULTI AXLE	1.00	60.00	60.00	0.00	0.00			0.00	60.00
5324084	3/20/2024	DUMP FEE/MULTI AXLE	1.00	60.00	60.00	0.00	0.00			0.00	60.00
5324144	3/21/2024	DUMP FEE/MULTI AXLE	1.00	60.00	60.00	0.00	0.00			0.00	60.00
5324206	3/21/2024	DUMP FEE/MULTI AXLE	1.00	60.00	60.00	0.00	0.00			0.00	60.00
5324225	3/21/2024	DUMP FEE/MULTI AXLE	1.00	60.00	60.00	0.00	0.00			0.00	60.00
5324263	3/22/2024	DUMP FEE/MULTI AXLE	1.00	60.00	60.00	0.00	0.00			0.00	60.00
5324269	3/22/2024	DUMP FEE/MULTI AXLE	1.00	60.00	60.00	0.00	0.00			0.00	60.00
5324287	3/22/2024	DUMP FEE/MULTI AXLE	1.00	60.00	60.00	0.00	0.00			0.00	60.00
Subtotal			12.00	Load	\$720.00		\$0.00			\$0.00	\$720.00
Invoice Total			12.00		\$720.00		\$0.00			\$0.00	\$720.00

Total Invoice ----- > \$720.00

Watson Gravel, Inc.

P.O. Box 277
 Ross, OH 45061
 513-863-0070

INVOICE

INVOICE 838155
 PAGE 1
 DATE 3/23/2024
 TERMS Net 30 Days
 ACCT NO. 64300

SOLD TO

LARRY SMITH CONTRACTORS INC
 5737 DRY FORK ROAD
 CLEVELAND, OH 45002

Plant: MIDDLETOWN
 Job#: MI201
 DUMP FEE
 Tax Code: BUEX
 PO: PEKIN

Ticket	Date	Product	Qty	-----Material-----		-----Freight-----		Fuel Surchg	Slinger Rate Amt	Tax Amount	Total
				Rate	Amount	Rate	Amount				
5324123	3/21/2024	DUMP FEE/MULTI AXLE	1.00	60.00	60.00	0.00	0.00			0.00	60.00
Subtotal			1.00	Load	\$60.00		\$0.00			\$0.00	\$60.00
Invoice Total			1.00		\$60.00		\$0.00			\$0.00	\$60.00

Total Invoice ----- > \$60.00

Watson Gravel, Inc.

P.O. Box 277
 Ross, OH 45061
 513-863-0070

INVOICE

INVOICE 838633
 PAGE 1
 DATE 3/30/2024
 TERMS Net 30 Days
 ACCT NO. 64300

SOLD TO

LARRY SMITH CONTRACTORS INC
 5737 DRY FORK ROAD
 CLEVELAND, OH 45002

Plant: MIDDLETOWN

Job#: MI201

DUMP FEE

Tax Code: BUEX

PO: PEKIN

Ticket	Date	Product	Qty	-----Material-----		-----Freight-----		Fuel Surchg	Slinger Rate Amt	Tax Amount	Total
				Rate	Amount	Rate	Amount				
5324471	3/25/2024	DUMP FEE/MULTI AXLE	1.00	60.00	60.00	0.00	0.00			0.00	60.00
5324672	3/27/2024	DUMP FEE/MULTI AXLE	1.00	60.00	60.00	0.00	0.00			0.00	60.00
Subtotal			2.00	Load	\$120.00		\$0.00			\$0.00	\$120.00
Invoice Total			2.00		\$120.00		\$0.00			\$0.00	\$120.00

Total Invoice ----- > \$120.00

Watson Gravel, Inc.

P.O. Box 277
 Ross, OH 45061
 513-863-0070

INVOICE

INVOICE 838634
 PAGE 1
 DATE 3/30/2024
 TERMS Net 30 Days
 ACCT NO. 64300

SOLD TO

LARRY SMITH CONTRACTORS INC
 5737 DRY FORK ROAD
 CLEVELAND, OH 45002

Plant: MIDDLETOWN
 Job#: MI201
 DUMP FEE
 Tax Code: BUEX
 PO: PEKIN RD

Ticket	Date	Product	Qty	-----Material-----		-----Freight-----		Fuel Surchg	Slinger Rate Amt	Tax Amount	Total
				Rate	Amount	Rate	Amount				
5324382	3/25/2024	DUMP FEE/MULTI AXLE	1.00	60.00	60.00	0.00	0.00			0.00	60.00
5324420	3/25/2024	DUMP FEE/MULTI AXLE	1.00	60.00	60.00	0.00	0.00			0.00	60.00
5324438	3/25/2024	DUMP FEE/MULTI AXLE	1.00	60.00	60.00	0.00	0.00			0.00	60.00
5324460	3/25/2024	DUMP FEE/MULTI AXLE	1.00	60.00	60.00	0.00	0.00			0.00	60.00
5324593	3/27/2024	DUMP FEE/MULTI AXLE	1.00	60.00	60.00	0.00	0.00			0.00	60.00
5324630	3/27/2024	DUMP FEE/MULTI AXLE	1.00	60.00	60.00	0.00	0.00			0.00	60.00
5324642	3/27/2024	DUMP FEE/MULTI AXLE	1.00	60.00	60.00	0.00	0.00			0.00	60.00
5324654	3/27/2024	DUMP FEE/MULTI AXLE	1.00	60.00	60.00	0.00	0.00			0.00	60.00
5324700	3/26/2024	DUMP FEE/MULTI AXLE	1.00	60.00	60.00	0.00	0.00			0.00	60.00
Subtotal			9.00	Load	\$540.00		\$0.00			\$0.00	\$540.00
Invoice Total			9.00		\$540.00		\$0.00			\$0.00	\$540.00

Total Invoice ----- > \$540.00

Hageman Trucking Service, LLC
 10843 Yankee Street
 Dayton, OH 45458
 Telephone 937-236-6080
 Fax 937-236-6082



Established 1929
 Veteran Owned

Invoice

85775

Larry Smith Inc
 5737 Dry Fork Rd.
 Cleves OH 45002

03/23/24
 Page: 1

Bill To Email: monica.giles@larrysmithinc.com

Project: Larry Smith Job
 Location: 3209 Pekin Rd., Springboro

End Date	Ticket#	Tractor	Job Description	Quantity	UOM	Rate	Amount
3/20/2024	246414H	7712	-Hauling Hourly	8.00	Hour	95.00/Hour	760.00
			Fuel Surcharge (3% * 780.00)				22.80
3/20/2024	263890H	079	-Hauling Hourly	7.75	Hour	100.00/Hour	775.00
			Fuel Surcharge (3% * 775.00)				23.25
3/21/2024	214767H	1027	-Hauling Hourly	8.00	Hour	105.00/Hour	840.00
			Fuel Surcharge (3% * 840.00)				25.20
3/21/2024	246415H	7712	-Hauling Hourly	8.25	Hour	95.00/Hour	783.75
			Fuel Surcharge (3% * 783.75)				23.51
3/22/2024	214766H	1027	-Hauling Hourly	7.50	Hour	105.00/Hour	787.50
			Fuel Surcharge (3% * 787.50)				23.63
3/22/2024	246416H	7712	-Hauling Hourly	6.75	Hour	95.00/Hour	641.25
			Fuel Surcharge (3% * 641.25)				19.24
				46.25	Hour	Invoice Total	4,725.13

Terms: Net 30 days

YOUR PROJECT PARTNER SERVICING THE AREAS BELOW

Dayton & The Miami Valley
 Phone: 937-236-6080
 Fax: 937-236-6082
 (Administrative Office)

Cincinnati & Northern Kentucky
 Phone: 513-682-4200
 Fax: 513-682-4207

Hageman Trucking Service, LLC
 10843 Yankee Street
 Dayton, OH 45458
 Telephone 937-236-6080
 Fax 937-236-6082



Established 1929
 Veteran Owned

Invoice

85841

Larry Smith Inc
 5737 Dry Fork Rd.
 Cleves OH 45002

03/30/24
 Page: 1

Bill To Email: monica.giles@larrysmithinc.com

Project: Larry Smith Job
 Location: 3209 Pekin Rd., Springboro

End Date	Ticket#	Tractor	Job Description	Quantity	UOM	Rate	Amount
3/25/2024	245579H	1027	-Hauling Hourly	7.25	Hour	105.00/Hour	761.25
			Fuel Surcharge (3% * 761.25)				22.84
3/25/2024	246417H	7712	-Hauling Hourly	9.50	Hour	95.00/Hour	902.50
			Fuel Surcharge (3% * 902.50)				27.08
3/27/2024	245580H	1027	-Hauling Hourly	8.00	Hour	105.00/Hour	840.00
			Fuel Surcharge (3% * 840.00)				25.20
3/27/2024	246418H	7712	-Hauling Hourly	7.75	Hour	95.00/Hour	736.25
			Fuel Surcharge (3% * 736.25)				22.09
3/28/2024	246419H	7712	-Hauling Hourly	8.00	Hour	95.00/Hour	760.00
			Fuel Surcharge (3% * 760.00)				22.80
				40.50	Hour	Invoice Total	4,120.01

6 Hour Minimums Apply

Terms: Net 30 days

YOUR PROJECT PARTNER SERVICING THE AREAS BELOW

Dayton & The Miami Valley
 Phone: 937-236-6080
 Fax: 937-236-6082
 (Administrative Office)

Cincinnati & Northern Kentucky
 Phone: 513-682-4200
 Fax: 513-682-4207

INVOICE

A&A Safety, Inc.
1126 Ferris Road
Amelia, OH 45102

(513) 943-6100

Invoice# : R120441
Order# : 49163 - FINAL
A & A Job# :
Date : 4/19/2024
Terms : Net 30
Your PO# : Pekin Rd.
Your Job# : Pekin Rd.
Rental Period : 3/20/2024 - 4/15/2024
Ship Via : DELIVERY

Bill To:

Larry Smith Contractors
5737 Dry Fork Road
Cleves, OH 45002

Ship To:

Larry Smith Contractors
5737 Dry Fork Road
Cleves, OH 45002

<u>Qty</u>	<u>Item Number</u>	<u>Description</u>	<u>From</u>	<u>To</u>	<u>Price</u>	<u>Unit</u>	<u>Extended</u>
1.00		Lump Sum Rental of the Following:			5,600.00		5,600.00
2	RENTBARRICADE1	Type 1 Barricade Rental	3/20/2024	4/15/2024			
2	RENTWINDMASTER	Windmaster Stand Rental	3/20/2024	4/15/2024			
2	R012-3135	Used, R10-6L 24" x 36" Stop Here On Red	3/20/2024	4/15/2024			
2	R012-5042	Used, W3-3 48" Traffic Signal Symbol	3/20/2024	4/15/2024			
1	MT3379	Micro Terminal MT3379	3/20/2024	4/15/2024			
1	TS2162E	Traffic Signal 2162E	3/20/2024	4/15/2024			
1	TS2174E	Traffic Signal 2174E	3/20/2024	4/15/2024			

Sales Amount	5,600.00
Shipping & Handling	0.00
Sales Tax	378.00
Total Amount	5,978.00
Prepaid Total	0.00
Payments	
Balance Due	5,978.00

Site: Pekin Rd. Springboro, OH 45066

Comment:

Resolution

Number 24-0611

Adopted Date May 07, 2024

DECLARING VARIOUS ITEMS FROM COUNTY COURT, CLERK OF COURTS, JUVENILE COURT, AND TELECOM AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

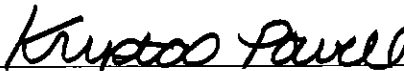
BE IT RESOLVED, to authorize disposal of various items from County Court, Clerk of Courts, Juvenile Court, and Telecom in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/tm

cc: 2024 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office









Asset Search Results

















Asset Status is 'Ready for Review'

Location:

POC:

Items 1 through 16 of
16

ID	INV#	Photo	Short Desc	Status	Start Date	End Date	Shor
5440	CCT24011		Toaster Oven	Ready for Review			
5439	CCT24010		Wireless Keyboards	Ready for Review			
5438	CCT24009		Misc Keyboards	Ready for Review			
5437	CCT24008		Fax Machine	Ready for Review			
5436	CCT24007		Medium CPU	Ready for Review			
5435	CCT24006		LARGE CPU	Ready for Review			
5434	CCT24005		Computer Monitor	Ready for Review			
5433	CCT24004		HP Printer	Ready for Review			

5432	CCT24003		HP Printer	Ready for Review	
5431	CCT24002		HP Printer	Ready for Review	
5430	CCT24001		Computer Monitors	Ready for Review	
5429	CKT24005		OAK STYLE OFFICE CREDENZA	Ready for Review	
5428	CKT24004		Oak style office desk with return	Ready for Review	
5427	JUV24007		HP Laserjet	Ready for Review	
5426	TEL24018		ANDO TYPE AQ- 1006 OPTICAL TESTER	Ready for Review	
5425	TEL24017		(1) HP UPS R5500 XR- NA/JPN; (1) HP UPS R5500 XR- ERM	Ready for Review	

Items 1 through 16 of
16

For Support, contact your CAM: Keith Funk (5135356582) or call 1-800-613-0156 from 8 am - 7 pm ET or email Support.

[Site Map](#)

Acct ID: 3051 - P01

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

Resolution

Number 24-0612

Adopted Date May 07, 2024

ACKNOWLEDGING PAYMENT OF BILLS

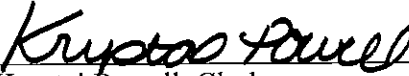
BE IT RESOLVED, to acknowledge payment of bills from 4/30/24 and 5/2/24 as attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc:

Auditor

Resolution

Number 24-0613

Adopted Date May 07, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO LOCAL FISCAL RECOVERY FUND #2211

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


\$ 100,000.00 into #22111110-5400 (Loc Fiscal Rec – Purchased Services)

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

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

Resolution adopted this 7th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Supplemental Appropriation file
OMB (file)
OGA

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

Resolution

Number 24-0614

Adopted Date May 07, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO OHIOMEANSJOBS FUND
#2254

BE IT RESOLVED, to approve the following supplemental appropriation into OhioMeansJobs
fund 2254:

\$52,834.00 into 22545800-5400 (Purchased Services)

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

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

Resolution adopted this 7th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Supplemental App. file
OhioMeansJobs (file)

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

Resolution

Number 24-0615

Adopted Date May 07, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO ROAD INFRASTRUCTURE
FUND #4451

BE IT RESOLVED, to approve the following supplemental appropriation for the Transportation
Improvement District:

\$1,595,575.00 into #44513120-5910 (Road Infrastructure – Other Expense)

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

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

Resolution adopted this 7th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Supplemental Appropriation file
Engineer (file)
Transportation Improvement Dist. (file)
OMB – S. Spencer

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

Resolution

Number 24-0616

Adopted Date May 07, 2024

APPROVING APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO RECORDS CENTER FUND #11011500

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Records Center Fund #11011500 in order to process a vacation leave payout for Shayla Wheat, former employee of the Records Center:

\$6,226.00	from	#11011110-5882	(Commissioners – Vacation Leave Payout)
	into	#11011500-5882	(Records Center – Vacation Leave Payout)

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

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

Resolution adopted this 7th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adjustment file
Records Center (file)
OMB

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

Resolution

Number 24-0617

Adopted Date May 07, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 4,500.00 from #11011220-5820 (Health/Life Insurance)
 into #11011220-5940 (Travel Expenses)

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

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

Resolution adopted this 7th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

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

Resolution

Number 24-0618

Adopted Date May 07, 2024

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

BE IT RESOLVED, to approve the following appropriation adjustment:

\$111.51 from #11012300-5910 (Other Expense)
 into #11012300-5911 (Non-Taxable Meal Fringe)

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

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

Resolution adopted this 7th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
Building/Zoning (file)

Resolution

Number 24-0619

Adopted Date May 07, 2024

APPROVING REQUISITIONS AND AUTHORIZING COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 7th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount	
WAT	SUNESIS CONSTRUCTION CO	SEW CARLISLE AREA LIFT STATION	\$ 165,307.00	*bid project/ resolution in packet
ENG	JAMES E SMITH	ENG. STEPHENS RD. BRIDGE REPLA	\$ 539,516.47	*bid project/ resolution in packet
ENG	JOHN R JURGENSEN COMPANY	ENG.2024 WARREN COUNTY RESURFA	\$ 2,674,892.62	*bid project/ resolution in packet
WAT	JACK DOHENY COMPANIES INC	SEW 2023 F-550 REGULAR CAB 6.7	\$ 166,599.02	*vehicle/state contract
BOE	RJE BUSINESS INTERIORS CINCINNATI OH INC	BOE- OFFICE CUBICALS	\$ 105,000.00	*capital purchase/ state contract
ENG	ATMAX EQUIPMENT CO	ENG MOWER MAX - ARM MOWER	\$ 239,800.00	*capital purchase/ state contract
JUV	BEECH ACRES PARENTING CENTER	JUV SUPERVISED VISITATION	\$ 10,000.00	*contract/ resolution in packet

PO CHANGE ORDERS

ENG	LIB INC.	ENG STEPHENS RD BRIDGE REPLA	\$ 1,124.64	*decrease/ due to ODOT payment
WAT	LARRY SMITH INC.	WAT PEKIN RD @ 123 WATERMAIN REPL	\$ 17,680.09	*increase/ resolution in packet

5/7/24 APPROVED:



Martin Russell, County Administrator

Resolution

Number 24-0620

Adopted Date May 07, 2024

AUTHORIZING THE COUNTY PROSECUTOR TO FILE A JOINT APPLICATION WITH THE COURT OF COMMON PLEAS FOR THE EMPLOYMENT OF LEGAL COUNSEL RELATIVE TO ANY MATTER OF PUBLIC BUSINESS COMING BEFORE THE BOARD OF COMMISSIONERS, THE PROSECUTING ATTORNEY, OR ANY OTHER COUNTY OFFICER CONCERNING THE MENTAL HEALTH RECOVERY BOARD SERVING WARREN & CLINTON COUNTIES

WHEREAS, the Warren County Prosecutor is statutory legal counsel for the Warren County Board of Commissioners, and many other county officers that conduct public business with the Mental Health Recovery Board Serving Warren & Clinton Counties (hereinafter "MHRBWCC"); and,

WHEREAS, the Warren County Prosecutor may have a conflict of interest with MHRBWCC or at least the appearance of a conflict due to a spousal relationship with its appointed director; and

WHEREAS, pursuant to Ohio Rev. Code § 305.14(A), upon the joint application of the prosecuting attorney and the board of county commissioners to the court of common pleas, the court of common pleas may authorize the board to employ legal counsel to assist the prosecuting attorney, the board, or any other county officer in any matter of public business coming before such board or officer, and in the prosecution or defense of any action or proceeding in which such board or officer is a party or has an interest, in its official capacity; and

WHEREAS, Clermont County Prosecutor's Office, Clermont County Prosecuting Attorney Mark J. Tekulve, and/or any designated assistant prosecuting attorney with the Clermont County Prosecutor's Office will provide legal representation for the Warren County Board of Commissioners and any Warren County officer concerning any matters of public business with MHRBWCC, and this representation will be provided without charging any legal fees.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby authorizes the County Prosecutor to file a joint application with the court of common pleas for the appointment of legal counsel to represent the Warren County Board of Commissioners and any other county officer on matters of public business coming before the board of commissioners, the prosecuting attorney, or any other county officer concerning MHRBWCC, as long as said conflict or appearance of conflict exists; and

BE IT FURTHER RESOLVED that on behalf of the Warren County Board of Commissioners, the Warren County Administrator is hereby authorized to execute the application for appointment of legal counsel, a copy of which is attached hereto and made a part hereof.

RESOLUTION #24-0620

MAY 07, 2024

PAGE 2

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

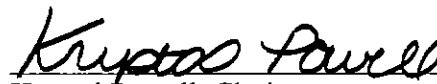
Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 7th day of May 2024.

BOARD OF COUNTY COMMISSIONERS

A handwritten signature in cursive script that reads "Krystal Powell". The signature is written in black ink and is positioned above a horizontal line.

Krystal Powell, Clerk

cc: Prosecutor (file)
Mental Health Recovery Board (file)
Commissioners' file

**STATE OF OHIO, WARREN COUNTY
IN THE COURT OF COMMON PLEAS
GENERAL DIVISION**

In Re: : CASE NO. 2024 MS

APPOINTMENT OF LEGAL COUNSEL

:
:
:
:
: **APPLICATION FOR APPOINTMENT
OF SPECIAL LEGAL COUNSEL
PURSUANT TO R.C. § 305.14**

Now come DAVID P. FORNSHELL, Warren County Prosecuting Attorney, and the Warren County Board of County Commissioners (hereinafter jointly referred to as "Applicants"), pursuant to R.C. § 305.14, and apply for a Court Order appointing legal counsel due to a conflict of interest of Applicant, Warren County Prosecuting Attorney DAVID P. FORNSHELL, to represent the Warren County Board of Commissioners and any other county officer on matters of public business coming before the board of commissioners, the prosecuting attorney, or any other county officer concerning the Mental Health Recovery Board Serving Warren & Clinton Counties (hereinafter "MHRBWCC").

Applicants further move the Court to specifically appoint as legal counsel, Clermont County Prosecutor's Office, Clermont County Prosecuting Attorney Mark J. Tekulve, and/or any designated assistant prosecuting attorney with the Clermont County Prosecutor's Office, who has agreed to engage in this legal representation pro bono. The following memorandum is offered in support hereof.

MEMORANDUM

Pursuant to R.C. § 309.09 (A), Applicant David P. Fornshell serves as statutory legal adviser to the Board of County Commissioners, county elected officials, officers, and other county boards. In the event of a conflict of interest involving matters other than potential crimes, Applicants must file a joint application with the court of common pleas to appoint legal counsel to assist the prosecuting attorney in any matter of public business coming before the board or the prosecuting attorney. R.C. § 305.14 (A).

Applicants submit that due to a spousal relationship between the appointed director of MHRBWCC and Warren County Prosecuting Attorney David P. Fornshell, a conflict of interest exists or at least the appearance of a conflict exists preventing David P. Fornshell from representing his clients on public business matters involving MHRBWCC. Accordingly, Applicants request this Court to grant an order appointing special legal counsel.

Respectfully submitted,

DAVID P. FORNSHELL

David P. Fornshell (Reg. #0071582)
Warren County Prosecuting Attorney
Warren County Prosecutor's Office
520 Justice Drive
Lebanon, Ohio 45036
Ph. (513) 695-1325
Fx. (513) 695-2962

Respectfully submitted,

**WARREN COUNTY BOARD OF COUNTY
COMMISSIONERS PURSUANT TO
RESOLUTION NUMBER _____
DATED _____, 2024.**

County Administrator

Date

Resolution

Number 24-0621

Adopted Date May 07, 2024

APPROVING AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTE A REAL PROPERTY EXCHANGE AGREEMENT WITH THE CITY OF LEBANON, DEEDS, AND A STANDARD HIGHWAY EASEMENT REQUIRED BY SAID AGREEMENT RELATING TO LANDS ALONG STATE ROUTE 63, AND FURTHER AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ALL OTHER CLOSING DOCUMENTS RELATED THERETO ON BEHALF OF THE BOARD UPON APPROVAL BY THE COUNTY PROSECUTOR

WHEREAS, the Board desires to enter into a Real Property Exchange Agreement with the City of Lebanon whereby the Board will cause 0.3157 acres to be divided by land survey out of the 52.7483 acre parcel that fronts on State Route 63 in the City of Lebanon, and thereafter convey said 0.3157 acres to the City of Lebanon, plus the Board desires to grant to the City of Lebanon a 1.9387 acre standard highway easement over a part of the remainder after the said land division (leaving a remainder of 52.4326 acres), in exchange for the City of Lebanon conveying a 5.001 acre parcel to the County, subject to all the terms and conditions set forth in the Real Property Exchange Agreement.

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

- 1) The Board does hereby approve and authorize the Board President to execute the Real Property Exchange Agreement, a copy of which is attached hereto.
- 2) The Board does hereby approve and authorize the Board President to execute the the attached: a) Quit-claim deed; b) Limited warranty deed; and, c) Standard Highway Easement.
- 3) The Board does hereby authorize the County Administrator to execute, on behalf of the Board, all other closing documents approved by the County Prosecutor.
- 4) All action taken relating to, and this Resolution is an administrative act by the Board.
- 5) The findings made by the Board in the above WHEREAS clauses are hereby adopted as a part of these resolving paragraphs.
- 6) All action taken relating to, and this Resolution occurred in an open meeting of this Board in compliance with the Ohio Public Meeting Act, Section 121. 22, et seq. of the Ohio Revised Code.

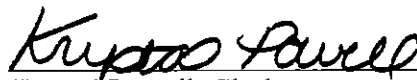
RESOLUTION #24-0621
MAY 07, 2024
PAGE 2

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

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

Resolution adopted this 7th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—City of Lebanon
Easement file
Prosecutor's Office – B. McGary

REAL PROPERTY EXCHANGE AGREEMENT

THIS REAL PROPERTY EXCHANGE AGREEMENT (the "Agreement") is entered into by and between the City of Lebanon, Ohio, an Ohio municipal corporation (the "City") and the Warren County Ohio Board of Commissioners, an Ohio county and political subdivision of the state (the "County"). Collectively the City and the County are referred to in this Agreement as the "Parties" or separately as a "Party" .

BACKGROUND STATEMENTS

By virtue of the vesting deed recorded on 9/19/2019 as Doc. 2019-027293 in the deed records of Warren County, Ohio, the City is the fee simple owner of a 1.526-acre parcel identified as Parcel No. 12-11-200-011 (Acct. # 6137962), and by virtue of the vesting deed recorded on 4/23/1970 in Deed Book 415, Page 187 in the deed records of Warren County, Ohio, the City is the fee simple owner of a 9.427-acre parcel identified as Parcel No. 12-11-200-005 (Acct. #6139671); and,

By virtue of the vesting deed recorded on 8/3/2012 in OR Volume 5602, Page 832 of the deed records of Warren County, Ohio, the County is the fee simple owner of a 52.7483 acre parcel identified as 12-12-300-005 (Acct. # 6123657); and,

The City and the County desire to enter into a land exchange wherein the City would procure at its sole cost and file two separate land division surveys in the Warren County Engineer's Record of Land Division, including: i) a Plat of Survey for the purposes of splitting 3.4741 acres out of the existing 9.427-acre parcel owned by the City and consolidating the 3.4741 acres with the existing 1.526-acre parcel as part of the process to create a 5.001-acre tract to be conveyed to the County which real estate is identified in this Agreement as "Tract 1"; and, ii) a Plat of Survey for the purpose of splitting 0.3157 acres out of the said 52.7483 acres owned by the County to be conveyed to the City which real estate is identified in this Agreement as "Tract 2a"; and to create a description for a 1.9387-acre standard highway easement area over a part of the said 52.7483-acre parcel to be granted by separate instrument from the County to the City which is identified in this Agreement as "Easement Area 2b".

The Parties desire to consummate the aforementioned exchange with each other subject to the terms and conditions herein.

To accomplish these objectives, the Parties agree as follows:

AGREEMENT

In consideration of the promises and the respective covenants, obligations, representations, and warranties set forth herein, the adequacy of which consideration is hereby mutually acknowledged, and other good and valuable consideration, the receipt of which is hereby acknowledged, and incorporating by reference the Background Statements above and intending to be legally bound, City and County agree as follows:

1. **PROPERTY:** The City agrees to convey to the County and the County agrees to accept from the City title and ownership of Tract 1 subject to the City terminating that certain 150ft. easement granted in the Warranty deed recorded in DB 415, Page 187 encumbering Tract 1, in exchange for following:

a) The County agrees to convey to the City and the City agrees to accept from the County title and ownership to Tract 2a.

b) The County agrees to grant by separate instrument a standard highway easement on, through, over and under Easement Area 2b to the City.

c) The County agrees that the Warren County Engineer will provide civil engineering design services for a portion of the State Route 63 Widening Project located in the City of Lebanon that will reduce the City's civil engineering design costs approximately \$100,000. This obligation shall survive the closing and not merge by deed, estoppel or any other manner.

2. **CONTINGENCIES:** This Agreement may not be closed until such time as Tract 1 and Tract 2a are created as separate and legally transferable parcels. Upon approval and the filing of the aforementioned surveys in the Warren County Engineer's Record of Land Division, each Party shall be responsible at its sole cost for recording a quit-claim deed to create their legally transferrable Tracts in order to consummate the exchange transaction agreed to herein.

3. **CLOSING:** The closing (the "Closing") shall be held no later than thirty (30) days of the date of the satisfaction of the last occurring contingency to be satisfied in Section 2 above, at a time and place as shall be mutually agreed upon.

4. **CONVEYANCE:** At Closing, each Party shall convey title to the respective Tract to the other in fee simple by limited warranty deed, in an "as is/where is condition", title thereto to be free and clear of all liens, defects, and encumbrances, except as permitted herein and/or approved by the respective Party to whom a Tract is to be conveyed. Each Party may obtain evidence of title at its own expense, and cancel this Agreement in the event title is not satisfactory in their sole judgment.

5. **POSSESSION:** Possession of the Tracts to be conveyed hereunder shall occur and be delivered on the date and at the time of Closing.

6. **TAXES AND ASSESSMENTS:** There shall be no proration of unpaid taxes and assessments for 2024. Taxes for 2023, if any, shall be the sole responsibility of the Party that owned their respective parcel or parcels in 2023. . Following Closing, each Party shall be responsible for payment of real estate taxes and assessments for the real property tax year 2024 on the Tract conveyed to the Party and for all subsequent years that it owns such Tract.

The Parties acknowledge that the existing 9.427-acre parcel owned by the City is subject to a \$5,073.94 C.A.U.V. recoupment to date, and that the County Auditor has estimated the future

recoupment allocated to the 3.4741 acres to be split from the existing 9.427-acre parcel will be approximately \$2,700. Said recoupment will not be billed by the County Auditor until the calendar year 2025 or thereafter, which shall be the sole responsibility of the County.

Each Party who elects to do so shall be solely responsible for filing a DTE23 Application for Real Property Tax Exemption & Remission, as soon as the County Auditor will accept the same, for the respective Tract conveyed to such Party.

7. DUTIES OF CITY AND COUNTY AT CLOSING:

(a) At the Closing, the City shall deliver to the County or the settlement agent, as applicable, the following:

- (1) A duly executed and acknowledged limited warranty deed conveying good and indefeasible title in fee simple to Tract 1, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations, and restriction, except as permitted herein and/or approved by the County;
- (2) Evidence of its capacity and authority for the Closing of this transaction;
- (3) Evidence that all real estate taxes and assessments are current;
- (4) All other documents customary to a real estate closing in Warren County, Ohio necessary to close this transaction;
- (5) The City shall be responsible for payment of the real estate transfer tax of fifty cents per parcel, and the deed recording fee for Tract 2a, as well as the instrument recording fee for the standard highway easement for Easement Area 2b.
- (6) The City shall be solely responsible for its own attorney fees.

(b) At the Closing, the County shall deliver to the City or the settlement agent, as applicable, the following:

- (1) A duly executed and acknowledged limited warranty deed conveying good and indefeasible title in fee simple to Tract 2a, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations, and restrictions, except as permitted herein and/or approved by City;
- (2) A duly executed standard highway easement and agreement for Tract 2b.
- (3) Evidence of its capacity and authority for the Closing of this transaction;
- (4) Evidence that all real estate taxes and assessments are current;
- (5) All other documents necessary to close this transaction;
- (6) The County shall be responsible for payment of the real estate transfer tax of fifty cents per parcel, and the deed recording fee for Tract 1.
- (7) The County shall be solely responsibility for its own attorney fees.

8. MISCELLANEOUS:

(a) Any notice provided under this Agreement shall be in writing and given to the other party at the party's address stated in this Agreement, or at such other

address as a party may designate in a notice. Notice shall be deemed given when (1) personal service of the notice is made on the party to be notified; (2) the notice is mailed to the party to be notified by certified or registered United States mail, return receipt requested, postage prepaid; (3) the notice is sent to the party to be notified by express courier such as "Federal Express", "UPS", Express Mail", or such other similar carrier guaranteeing next day delivery; or (4) the notice is received at the facsimile (fax) number of the party as listed below.

- (b) Notices shall be sent to the following addresses:

COUNTY: 460 Justice Drive
 Lebanon, Ohio 45036

CITY: 50 S. Broadway Ave.
 Lebanon, Ohio 45036

- (c) This Agreement shall be construed under and in accordance with the laws of the State of Ohio. The exclusive venue for any disputes arising out of this Agreement shall be the Warren County, Ohio Court of Common Pleas, General Division, unless the Parties mutually agree to private alternative dispute resolution.
- (d) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors; and assigns.
- (e) In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- (f) This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the transaction and cannot be changed except by their written consent.
- (g) Time is of the essence of this Agreement.
- (h) Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa unless the context requires otherwise.

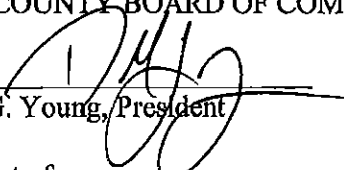
- (i) By signing below, the parties to this transaction acknowledge receipt of a copy of this Agreement.
- (j) The effective date of this Agreement shall be the latest date of a required signature, as indicated below.

IN WITNESS WHEREOF, this Agreement has been duly executed by the undersigned City and County as of the dates set forth beneath their respective signature blocks.

Pursuant to Resoluton No. 24-0621, adopted May 7, 2024, the President of the Warren County Board of Commissioners is authorized to enter into this Agreement on behalf of Warren County, Ohio.

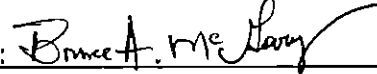
WARREN COUNTY BOARD OF COMMISSIONERS:

DATE


By: David G. Young, President

5/7/24

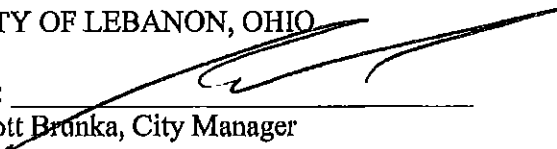
Approved as to form:
DAVID P. FORNSHELL
PROSECUTNG ATTORNEY
WARREN COUNTY, OHIO

By: 
Bruce A. McGary, Asst. Prosecutor

Pursuant to Resolution / Ordinance No. _____, adopted / passed _____, 2024, the City Manager is authorized to enter into this Agreement on behalf of the City of Lebanon.

CITY OF LEBANON, OHIO

DATE

By: 
Scott Brunka, City Manager

4/24/24

Resolution

Number 24-0622

Adopted Date May 07, 2024

AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH SURDYK, DOWD AND TURNER CO., L.P.A TO BE APPROVED BY THE COUNTY PROSECUTOR

BE IT RESOLVED, to authorize the County Administrator to enter into an agreement with Dowd and Turner Co., L.P.A, to be approved by the County Prosecutor, for the purpose of conducting an internal investigation of an employment matter; copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Surdyk, Dowd & Turner Co., L.P.A
Commissioner file
OMB – Sue Spencer

FEE AGREEMENT

Warren County Board of County Commissioners, hereinafter referred to as Warren County Commissioners and Surdyk, Dowd & Turner Co., L.P.A., hereinafter referred to as "S.D.&T. Co.," hereby agree as follows:

Client hereby retains S.D.&T. Co. and S.D.&T. Co. hereby agrees to accept retention by Warren County Board of Commissioners for purposes of conducting an internal investigation of an employment matter, according to the following terms:

- A. The services of an attorney or paralegal/clerk will be charged at the prevailing rate of that individual performing the services. A list of the current prevailing attorney and paralegal/clerk rates is attached hereto as Exhibit "A" and made a part of this agreement. S.D.&T. Co. reserves the right to change its prevailing rates as shown in Exhibit "A" by giving thirty (30) days written notice.
- B. In addition to the fees for services, the Warren Board of County Commissioners agrees to pay the following:

Warren Board of County Commissioners agree to reimburse S.D.&T. Co. upon demand for any and all costs advanced by S.D.&T. Co. Costs may include, but are not limited to, copy expenses, telephone charges, mileage, postage, delivery fees, and any and all other necessary disbursements. Any single charge in excess of Three Hundred Dollars (\$300.00) shall be paid directly and promptly by the Client.

- C. All fees are due and payable upon presentation of a statement. S.D.&T. Co.'s billing period is the calendar month and bills are generally sent out by the 15th of each month. Said bills are to be paid within thirty (30) days of presentation.

SURDYK, DOWD & TURNER CO., L.P.A.

Dawn M. Frick

Dated this ____ day of _____, 20____

CLIENT



On behalf of Warren County Board of County
Commissioners

Dated this 7 day of May, 2024

EXHIBIT "A"

Attorney's Time:

The time of attorneys will be invoiced at \$200.00 per hour.

Paralegal/Clerk's Time:

The rate for work performed by a paralegal will be \$85.00 per hour.

Resolution

Number 24-0623

Adopted Date May 07, 2024

TERMINATING THE EMPLOYMENT OF THE DEPUTY DIRECTOR OF WARREN COUNTY FACILITIES MANAGEMENT

BE IT RESOLVED, to remove the Deputy Director of Facilities Management from employment effective May 7, 2024.

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

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

Resolution adopted this 7th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Facilities Management (file)
Deputy Director's Personnel File
OMB – Sue Spencer
Tammy Whitaker