

Resolution

Number 18-0857

Adopted Date May 29, 2018

APPROVE EMERGENCY REPAIR TO THE SANITARY SEWER FORCEMAIN LOCATED AT THE INTERSECTION OF FRANKLIN & MAIN IN WAYNESVILLE

WHEREAS, the Water and Sewer Department was notified by the Village of Waynesville road crews of a collapsed road situation near a sanitary sewer at the intersection of Franklin & Main; and

WHEREAS, Sewer Department personnel videoed the main to confirm a pipe collapse; and

WHEREAS, the repair is critical and time sensitive to maintain the safety and health of the residents in and around the affected area; and

NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. 25075 with Freeze Underground LLC, in the amount \$9,000 for sewer repair and road repair,

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

Mr. Grossmann- absent

Mr. Young- yea

Mrs. Jones- yea

Resolution adopted this 29th day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor JK
OMB
Water/Sewer (File)

Resolution

Number 18-0858

Adopted Date May 29, 2018

AUTHORIZE THE BOARD TO ENTER INTO AN AGREEMENT WITH ALLSTATE TOWER, INC ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Allstate Tower, Inc will provide Tower Inspections and adjustments at the Zoar and Blackhawk sites; and

NOW THEREFORE BE IT RESOLVED, to authorize the Board to enter into an agreement with Allstate Tower, Inc. on behalf of Warren County Telecommunications as attached hereto and made a part hereof.

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

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

Resolution adopted this 29th day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Allstate Tower, Inc.
Telecom (file)

ALLSTATE TOWER

PITTSBURGH
TANK & TOWER
GROUP



Since 1919

232 Heilman Avenue
P.O. Box 25
Henderson, KY 42419
Tel. (270) 830-8512
Fax (270) 228-4551
www.pttg.com

Date: May 2, 2018

Gary Hardwick, Radio Systems Manager
Warren County Telecommunications Dept.
500 Justice Dr.
Lebanon, OH 45036
Tel: 513-695-2860 Fax: 513-695-2973

Subject: Job Number IN-071923

Gentlemen:

Please find enclosed our proposal for the above subject work. Prior to start of work, we will furnish certificates of insurance evidencing general liability insurance as well as statutory limits of workmans's compensation insurance.

To accept our proposal, just sign and return one (1) copy to our Henderson, KY office.

Sincerely,

ALLSTATE TOWER, INC.



Kevin Roth
Vice President of Sales

270-830-8512 Ext. 3601

Enclosures:



Full Service Tower Company • Licensed Engineering Firm • Design-Build Steel Manufacturing
Maintenance • Inspection • Modification • Tower Steel • Structural Steel • Material Handling Solutions

ALLSTATE TOWER

PITTSBURG
TANK & TOWER
GROUP



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P.O. Box 25
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Date: May 2, 2018

Gary Hardwick, Radio Systems Manager
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270-830-8512 Ext. 3601

Enclosures:

2018 MAY 24 PM 1:59



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ALLSTATE TOWER

PITTSBURGH
TANK & TOWER
GROUP



232 Heilman Avenue
PO Box 25
Henderson, KY 42419
P: (270) 830-8512
F: (270) 228-4551
www.pttg.com

Warren County Telecommunications Dept.
500 Justice Dr.
Lebanon, OH 45036
Gary Hardwick, Radio Systems Manager
513-695-2860
gh@wcoh.net

Job Site/Ship To Location:
Zoar & BlackHawk, OH
513-695-2860
gh@wcoh.net

PAYMENT TERMS: Payment Due Upon Receipt of Invoice

1 IN071923-A

(1) 480' Guyed Tower - Morrow, OH and (1) 185' Guyed Tower - Blanchester, OH

1. Mobilize to each tower site.
2. Visually inspect each tower as per EIA 222-G, FAA and FCC rules, and OSHA requirements, Furnish a written report with color photographs of unsatisfactory conditions.
3. Each tower will be checked for plumb and guy tensions adjusted as required.

Unit Prices:

480' Guyed - \$3,500.00

185' Guyed - \$1,950.00

Order Total \$5,450.00

Signature: _____

Date of Acceptance: 5/29/10

Printed Name: Dave Young

Title: Vice President

By accepting the proposal you are agreeing to the terms and conditions included within. Payments made by credit

card may be subject to a processing fee of 3%.

Interest may be applied to payments not received in accordance to payment terms.

ALLSTATE TOWER, INC.

Kevin Roth
Vice President of Sales

APPROVED AS TO FORM

Adam M. Nice
Asst. Prosecuting Attorney

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Maintenance • Inspection • Modification • Tower Steel • Structural Steel • Material Handling Solutions



P.O. Box 25
 Henderson, KY 42419
 ph. (270) 830-8512
 fax (270) 228-4551
 www.ptg.com

Job Number: IN-071923
 Order Date: May 2, 2018
 PO Number:
 Shipping Terms: FOB Henderson, KY
 Shipping Method: Truck

Bill To:
Warren County Telecommunications Dept. 500 Justice Dr. Lebanon, OH 45036 Gary Hardwick, Radio Systems Manager 513-695-2860 gh@wcoh.net

Job Site/Ship To Location:
Zoar & BlackHawk OH 513-695-2860 gh@wcoh.net

PAYMENT TERMS: Payment Due Upon Receipt of Invoice

Qty	Item	Unit Price	Total
1	IN071923-A (1) 480' Guyed Tower - Morrow, OH and (1) 185' Guyed Tower - Blanchester, OH 1. Mobilize to each tower site. 2. Visually inspect each tower as per EIA 222-G, FAA and FCC rules, and OSHA requirements, Furnish a written report with color photographs of unsatisfactory conditions. 3. Each tower will be checked for plumb and guy tensions adjusted as required. Unit Prices: 480' Guyed - \$3,500.00 185' Guyed - \$1,950.00	\$5,450.00	\$5,450.00
Order Total			\$5,450.00

Additional Notes:

Signature: _____ Date of Acceptance: _____

Printed Name: _____ Title: _____

By accepting the proposal you are agreeing to the terms and conditions included within. Payments made by credit card may be subject to a processing fee of 3%.

Interest may be applied to payments not received in accordance to payment terms.

2018 MAY 24 PM 11 59



TERMS & CONDITIONS

This proposal is made for immediate acceptance and is subject to withdrawal without notice and shall become a binding contract after its acceptance by the OWNER and then only upon its approval in writing by the CONTRACTOR by its authorized officer at its offices in Henderson, Kentucky, and shall be in all respects subject to the following terms and conditions. OWNER and CONTRACTOR are hereinafter sometimes referred to jointly as the PARTIES.

1. ~~Paragraph not used~~ The PARTIES agree to indemnify and hold each other harmless from any or all damages sustained by the indemnifying PARTY and/or its or their employees or agents as a direct or proximate result of the failure of the indemnifying PARTY to comply with Federal, State and/or Local safety requirements.
2. All towers are quoted assuming normal EIA soil conditions of 4,000 psf at frost line and unrestricted site, unless otherwise noted. If soils reports are provided, tower foundation designs will be based on information provided. Special piers, pilings, blasting, pumping, clearing of land, land surveying, extra concrete, soil analysis, building permits, inspectors/inspections, local taxes, etc. are not included and, if required, will be responsibility of the OWNER.
3. Installation of transmission lines or waveguide will be terminated at the base of the tower unless otherwise noted. Installation included in quotation is for lines only and does not include installing end fittings. Prices assume lighting circuitry will be terminated at the base of tower. Prices do not include wiring to lighting control or main distribution panel. This work is to be performed by OWNER. Prices do not include connection of shelter electrical load center to power source.
4. Installation prices are based on the CONTRACTOR using his normal erection procedure, good site accessibility for delivery and concrete trucks and non-union labor.
5. Quotation prices do not include winter working conditions which are defined as snow, ice and/or freezing rain and a wind chill factor less than 15 degrees.
6. If required, the handling, removal and/or disposal of hazardous or contaminated material, such as asbestos, lead, chemicals or any like substance that requires special handling or that must be taken to a specific dump/disposal site is not included in the quotation for work submitted herein.
7. Site is to be accessible by a two wheel drive vehicle. Guy wire paths and anchors are to be clear and accessible or additional charges will be made.
8. If required in this proposal, crew will assist customer personnel with path alignments not to exceed 4 hours if customer is ready for alignments prior to other work being completed.
9. The PARTIES agree to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other, to indemnify and hold harmless its or their officers, directors, employees and agents from and against any and all loss or liability for any and all claims, losses, damages, demands, expenses, penalties or costs (including attorney's fees) resulting from any injury to any person or damage to property of other PARTY arising directly from the indemnifying PARTY's performance of the Contract and caused solely by the negligence of the indemnifying PARTY, in performing services under this Contract, including but not limited to damage to the tower as the direct result of Force Majeure (as defined in Paragraph 10), willful or accidental tort by any indemnifying party, and failure of the foundation or earth under the foundation of the tower. However, OWNER will indemnify and hold harmless CONTRACTOR from and against any and all loss or liability from any and all claims, losses, damages, demands, expenses, penalties or costs (including attorney's fees) resulting from any injury to the indemnifying person or damage to property when the liability, loss or damage is caused by or arises out of the negligence of OWNER or of its officers, agents or employees. CONTRACTOR will indemnify

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Maintenance | Inspection | Modification | Tower Steel | Structural Steel | Material Handling Solutions



~~and hold harmless OWNER from and against any and all loss or liability from any and all claims, losses, damages, demands, expenses, penalties or costs (including attorney's fees) resulting from any injury to any person or damage to property when the liability, loss or damage is caused by or arises out of the negligence of CONTRACTOR or of its officers, agents or employees.~~

10. If the performance of this Contract, or any obligation there under, is interfered with by reason of any circumstances beyond reasonable control of the PARTY affected (Force Majeure), including, without limitation, fire, lightning, explosion or other casualty, power failure, acts of God, war, revolution, civil commotion or acts of public enemy's; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest including, without limitations, strikes, slowdowns, picketing or boycotts, then the PARTY affected shall be excused from such performance on a day-to-day basis.

11. OWNER understands and agrees that the extent of CONTRACTOR's liability shall run to the work performed by CONTRACTOR on the OWNER's property and shall not include liability for any latent defects that may exist as a result of the original manufacturer's efforts and in no way attributable to CONTRACTOR's negligence.

12. OWNER agrees to keep said property insured against loss or damage by fire or by the elements of its own expense for an amount not less than the deferred balance so long as any thereof remains unpaid.

13. In the event OWNER requests CONTRACTOR to work in excess of CONTRACTOR's job work week, OWNER agrees to reimburse CONTRACTOR for the additional costs incurred for such overtime work and said over time premium shall be in addition to the contract price, excess work will not be performed and additional costs will not be paid without prior written agreement executed by the PARTIES.

14. This contract may be terminated for convenience by the OWNER upon 15 days prior written notice. CONTRACTOR shall be compensated for any work performed as of the date of termination. This contract shall not be subject to cancellation by the OWNER either in whole or in part; and in the event the OWNER attempts to cancel such agreement the OWNER shall be liable to the CONTRACTOR for all loss, costs and expenses of every sort and description whatsoever which the CONTRACTOR may previously have suffered or incurred or may thereafter suffer or incur by reason of refusal of the OWNER to carry out such agreement, whether the results to the CONTRACTOR of such refusal by the OWNER to carry out such agreement are foreseeable or not.

15. If, during the progress of the work, the OWNER desires to make any changes, the CONTRACTOR shall be properly paid by the OWNER for any additional expense caused by such changes and shall be notified in writing of any such changes. Extra work or material not covered by a specified price shall be billed and paid for at our standard rates for Time & Materials. No changes in the work or extra work shall be performed or compensated without prior written agreement executed by the PARTIES. No material is to be returned to the CONTRACTOR for any reason, without the CONTRACTOR's written permission.

16. If any material furnished by the CONTRACTOR is alleged by the OWNER to be defective or incorrectly manufactured and is rejected by the OWNER the OWNER shall promptly notify the CONTRACTOR. The CONTRACTOR shall have the option of replacing or correcting within reasonable time, any defective material or fault in manufacture at its own expense or of reimbursing the OWNER the agreed cost of such replacement or correction. The OWNER shall not furnish any materials or do any work for the CONTRACTOR's account without written authorization by the CONTRACTOR and definite written agreement from the CONTRACTOR as to the consideration, and in no case shall the CONTRACTOR be liable for more than the price charged by the CONTRACTOR for such material as may prove defective, and no payments shall be withheld by the OWNER pending adjustment of liability for alleged errors and the cost of correcting the same. Any complaint or claim in connection with any material furnished hereunder must be made not later than ten days after receipt of same, otherwise it is understood such material is satisfactory.

17. It is expressly agreed that there are no promises, agreements, or understandings outside of this instrument, and any subsequent cancellation or modifications must be mutually agreed upon in writing. The PARTIES

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understand and agree that in the event of change in the work it is agreed to by the PARTIES that the said change shall not relieve guarantors of sureties of its obligations.

18. OWNER further understands and agrees that all Federal, State, and Municipal Taxes of any nature and kind that may be imposed on CONTRACTOR with respect to the products described herein shall be in addition to the contract price and OWNER assumes the obligation for paying for said additional costs being incurred by CONTRACTOR.

~~19. Paragraph not used. OWNER shall reimburse CONTRACTOR for any and all expenses that may be incurred by the CONTRACTOR in the event CONTRACTOR is required to take legal action in order to collect the consideration set out herein. This shall include CONTRACTOR's attorney's fees that may be incurred in collecting the sum set out herein.~~

20. OWNER agrees that CONTRACTOR may at its option accept payments of principal or interest past due or partial payments or money due without any manner modifying the terms of this contract and that such acceptance shall not be construed as a waiver of any subsequent fault on OWNER's part.

~~21. Paragraph not used. OWNER agrees that in the event of default in making payments as set out under the contract, CONTRACTOR shall have the right and option to declare the entire contract price due upon demand being made by the CONTRACTOR.~~

22. Inasmuch as the CONTRACTOR carries liability insurance, all liability claims MUST be investigated and settled by our insurance company. Therefore, the OWNER specifically agrees not to withhold sums due the CONTRACTOR under this contract by reason of any alleged insurance claims against the CONTRACTOR.

23. At all times, until the job completed, all material, equipment, etc. supplied by the CONTRACTOR shall be considered the property of Allstate Tower, Inc.

Should OWNER fail to make any and all scheduled payments, CONTRACTOR has the option of reclaiming all material or exercising the above clause #19.

24. Down time for materials furnished by OWNER not on the job site when the crew arrives to perform the work will be billed at \$60.00 per man hour based on an 8 hour working day.

25. The exclusive forum for any litigation resulting from this proposal shall be in Warren County, Ohio, and this contract shall be governed and construed under the laws of Ohio, Henderson County, Kentucky.

26. CONTRACTOR 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. Vendor shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate. OWNER 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. CONTRACTOR shall provide OWNER with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days' notice of cancellation or non-renewal to OWNER. CONTRACTOR shall also carry statutory worker's compensation insurance as required by law and shall provide OWNER with certificates of insurance evidencing such coverage with the execution of this agreement. Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement.

27. Each PARTY has the power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by their duly authorized representatives on the dates shown below.

Formatted: Indent: First line: 0.5"

This Contract is entered into by Resolution No. _____ of _____ dated _____.

Gary Hardwick

From: Bonnie L Sasser <blsasser@tepgroup.net>
Sent: Tuesday, May 01, 2018 12:04 PM
To: Gary Hardwick
Cc: Scott M. Carter
Subject: RE: Request for Proposal

Gary,

We could complete the inspections next week for the below pricing. This pricing assumes that there is enough adjustment in the turnbuckles to bring the tensions in tolerance without having to relay preforms or add hardware. I've copied Scott Carter, who manages some of our TIA inspections work.

TIA : \$1500 per site = \$6,000
TT&P: \$1500 per site

© Zoar/Blackhawk

Thanks,

Bonnie Sasser, P.E.

Project Manager | TEP Design Build, Inc. (www.tepgroup.net)

326 Tryon Rd | Raleigh, NC 27603-5263 | Mobile: (919) 330-6946

From: Gary Hardwick [mailto:Gary.Hardwick@wcoh.net]

Sent: Tuesday, May 1, 2018 8:47 AM

To: Bonnie L Sasser <blsasser@tepgroup.net>

Subject: Request for Proposal

Good Morning, Bonnie,

Would you please provide a Proposal to perform a TIA inspection and issue a condition report for the 2 Guyed Tower sites listed below?
I would also like to get pricing to have your crew perform Plumb and tension adjustments on both structures.

The tower sites are;

Zoar site, ASR1015337, 480 foot, Pirod Guyed tower, 804 East US Rte 22 and OH Rte 3, Morrow, Ohio

BlackHawk site, 185 foot, Pirod guyed tower, 7386 State Rte 123, Blanchester, Ohio

Thanks!



Tri County Tower LLC

8900 Mahoning Avenue
North Jackson, Ohio 44451

Customer:

Warren County Ohio(Tele Dept)
804 E SR22 & 3
South Lebanon OH 45152

Proposal

Job # 11083

May 03, 2018

Page # 1 of 1

Item/Cost Code	Description	Amount
11083 Warren Co Blackhawk INSP		
1 Site Work		
1	Guyed Tower Inspection TCT will perform full inspection on Blackhawk GT site to include tower, plumb and tension inspection and soil samples from the anchor points. *Plumb and tension refers to evaluating report of current conditions and minor adjustments. If significant adjustments are needed there will be additional labor added to quote.	6,670.00
2	Plumb and Tension Work Labor needed for additional plumb and tension adjustments. **Only if needed	2,220.00
Phase Total:		8,890.00
Grand Total:		8,890.00

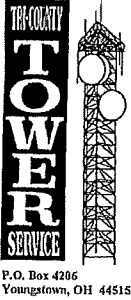
Notes:

Client is tax exempt.
Warren Co Blackhawk site.
7386 State Rte 123
Blanchester, Ohio

- Proposal is based on access with two-wheel drive vehicle unless noted above.
- Tri-County Tower Service Inc., reserves the option to cancel the work day due to weather or unsafe conditions.
- Authorized change orders are required prior to the start of any changes or modifications of the scope of work above.
- Payment due in full, net 30 days from date of invoice.

PROPOSAL BY: Christopher Thomas, office (330)538-9875 cell (703)725-0787 fax (330)538-9879 e-mail:cthomas@tricitytower.com

Visit US at: www.tricitytower.com



Tri County Tower LLC

8900 Mahoning Avenue
North Jackson, Ohio 44451

Customer:

Warren County Ohio(Tele Dept)
804 E SR22 & 3
South Lebanon OH 45152

Proposal

Job # 11081

May 01, 2018

Page # 1 of 1

Item/Cost Code	Description	Amount
11081 Warren Co Zoar INSP		
1 Site Work		
1	Guyed Tower Inspection	7,200.00
	TCT will mobilize and perform inspection on 480' GT in Morrow, OH. Includes full inspection labor, inspection report, and minor adjustments to tower on site. If significant adjustments are needed, additional labor will be added.	
2	Plumb and Tension	2,220.00
	*Labor quote if additional time is needed for plumb and tension adjustments to 480' GT in Morrow, OH.	
	Phase Total:	9,420.00
	Grand Total:	9,420.00

Notes:

Warren County Zoar Site
ASR1015337, 480 foot, Pirod Guyed tower
804 East US Rte. 22 and OH Rte 3,
Morrow, Ohio 45152

- Proposal is based on access with two-wheel drive vehicle unless noted above.
- Tri-County Tower Service Inc., reserves the option to cancel the work day due to weather or unsafe conditions.
- Authorized change orders are required prior to the start of any changes or modifications of the scope of work above.
- Payment due in full, net 30 days from date of invoice.

PROPOSAL BY: Christopher Thomas, office (330)538-9875 cell (703)725-0787 fax (330)538-9879 e-mail:cthomas@tricitytower.com

Visit US at: www.tricitytower.com

Resolution

Number 18-0859

Adopted Date May 29, 2018

APPROVE AND ENTER INTO A LEASE AGREEMENT WITH THE ABUSE AND RAPE CRISIS SHELTER (ARCS) OF WARREN COUNTY

BE IT RESOLVED, to approve and authorize the Vice President of the Board to execute a lease agreement with the Abuse and Rape Crisis Shelter (ARCS) of Warren County; agreement attached hereto and made a part hereof.

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


Mr. Grossmann- absent

Mr. Young- yea

Mrs. Jones- yea

Resolution adopted this 29th day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Abuse & Rape Crisis Shelter (ARCS) of Warren County
Abuse & Rape Crisis Shelter (file)
E. Hartmann

OFFICE SPACE LEASE AGREEMENT

This agreement is made between the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 ("Lessor") and Abuse and Rape Crisis Shelter (ARCS) of Warren County, whose mailing address is 27 North East St, Lebanon, OH 45036 (Lessee), for the use of office space in the daily administration of the local ARCS of Warren County.

The terms and obligations of this agreement shall be as follows:

- 1) Pursuant to Ohio Revised Code § 307.09, Lessor hereby leases and rents to the Lessee a portion of the premises located as 300 East Silver Street, Lebanon, Ohio 45036, consisting of approximately 688 square feet (See attachment A), for the period of June 1, 2018 to December 31, 2018.
- 2) Lessee hereby leases and rents from the Lessor a portion of the premises located as 300 East Silver Street, Lebanon, Ohio 45036, consisting of approximately 688 square feet (See Attachment A), for the period of June 1, 2018, to December 31, 2018.
- 3) Lessee shall pay as rent for the premises located at 300 East Silver Street, Lebanon, Ohio, 45036, a monthly rent of \$1.00, payable upon lease signing.
- 4) Lessee shall have exclusive use of the premises as described and for purposes stated above, in its present condition, reasonable wear and tear expected. Lessee shall also be entitled to use the parking lot facility on a first come first serve basis, and in the event no parking spaces should be available which may occur from time to time, this occurrence or occurrences shall not be a breach of this agreement.
- 5) Lessor shall provide to the premises at no additional charge to the Lessee all property insurance, all utilities, except telephone, and maintenance and janitorial services as required.
- 6) Premises shall not be sublet or assigned to any other entity without prior written consent of either party.
- 7) No material or structural alterations of the premises shall be made without prior approval of either party, except those made at the direction of the Lessor for maintenance and/or safety purposes.
- 8) In the event of any breach of this agreement, either party hereto shall have right to terminate this lease in accordance with state law and the Lessor will have the right to re-enter and claim possession of the premises, in addition to such other remedies available to the Lessor, as the property owners, arising from said breach.


9) This agreement shall be binding and inure to the benefit of the parties, their successors, assigns and personal representatives.

10) Lessor's Execution:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, has caused this agreement to be executed by Tom Grossmann its President on the date stated below, pursuant to Resolution No. 0059 dated 5/29/18

LESSOR:

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

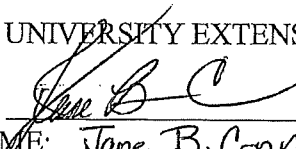
SIGNATURE: 
PRINTED NAME: Tom Grossmann Dave Yang
TITLE: Vice President
DATE: 5/29/18

11) Lessee's Execution:

IN EXECUTION WHEREOF, the Abuse and Rape Crisis Shelter of Warren County, has caused this agreement to be executed by _____, whose title is _____, on the date stated below, pursuant to the authority granted by _____.

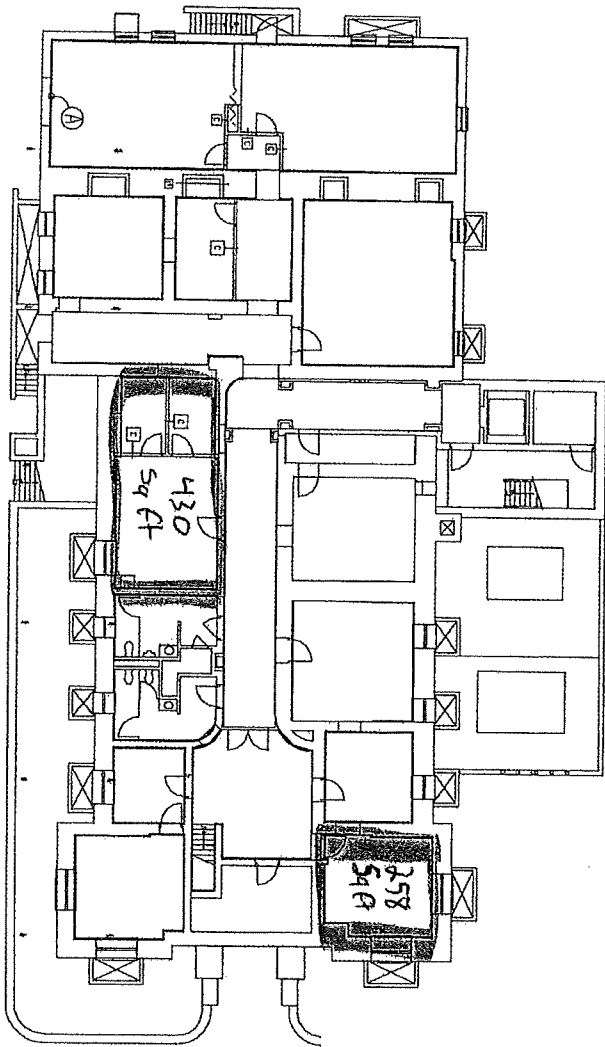
LESSEE:

OHIO STATE UNIVERSITY EXTENSION

SIGNATURE: 
PRINTED NAME: Jane B. Conn
TITLE: Executive Director
DATE: 5-25-18

APPROVED AS TO FORM:


Assistant Prosecutor



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



A-1	DATE: _____ DRAWN BY: _____ CHECKED BY: _____ TITLE: _____	WARREN COUNTY DEPARTMENT OF FACILITIES MANAGEMENT 430 JUSTICE DRIVE LEBANON, OHIO 45036 615.865.1463	BASEMENT FLOOR PLAN WARREN COUNTY OLD COURT HOUSE COUNTY COURT ADDITON 300 EAST SILVER STREET, LEBANON, OHIO 45036	NAME: _____ NO.: _____ DATE: _____
				SHEET NO.: _____ TOTAL SHEETS: _____

Resolution

Number 18-0860

Adopted Date May 29, 2018

AUTHORIZE THE PRESIDENT OR VICE-PRESIDENT OF THIS BOARD TO SIGN A SATISFACTION OF MORTGAGE FOR MARTA MILLER

WHEREAS, Marta Miller, unmarried, received a Deferred Loan for down payment assistance through the Warren County Board of Commissioners to purchase the property at 733 Christian Lane, Lebanon, Ohio 45036; and

WHEREAS, the Deferred Loan for down payment assistance has been paid in full and satisfied;

NOW THEREFORE BE IT RESOLVED, to authorize the President or Vice-President of this Board to sign a Satisfaction of Mortgage on behalf of Marta Miller, relevant to the property at 733 Christian Lane, Lebanon, Ohio 45036.

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

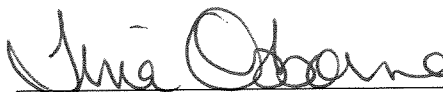
Mr. Grossmann- absent

Mr. Young- yea

Mrs. Jones- yea

Resolution adopted this 29th day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: OGA (file)
c/a – Marta Miller

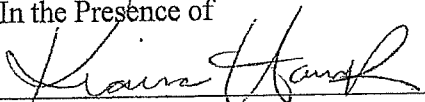
SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT the **Warren County Board of Commissioners** does hereby certify, that a certain Mortgage Deed, dated the 24th day of August, 2006, recorded on the 25th day of August, 2006, in Record of Mortgages, Vol. 4274 Pages 848-851, in the Office of the Recorder of Warren County, Ohio, executed by **Marta Miller**, unmarried, to the Warren County Board of Commissioners on the following real estate, known as 733 Christian Lane, Lebanon, Ohio 45036, and legally described in Exhibit "A", attached hereto and made a part hereof, has been **fully satisfied**, and the Recorder is authorized to **discharge** the same of record.

In Testimony Whereof, the said Warren County Board of Commissioners, by David G. Young, Vice President, acting in his official capacity, has hereunto set his hand this 29th day May, 2018, A.D.

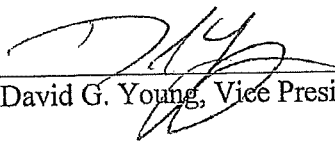
Signed and Acknowledged

In the Presence of


Signature of Witness

Kiana Hawk
Printed Name of Witness

Warren County Board of Commissioners


David G. Young, Vice President

State of Ohio

County of Warren, ss:

Be It Remembered, That on this 29th day of May, 2018, A.D., before me, the subscriber, a Notary Public in and for said County, personally came the above named David G. Young, Vice President of the Warren County Board of Commissioners, who acknowledged the signing of the foregoing instrument, while acting in his official capacity, to be his voluntary act and deed, for uses and purposes therein mentioned.

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

Notary Public

This instrument prepared by Warren County, Ohio.

EXHIBIT "A"
Legal Description
Warren County

Sidwell No. 13-35-252-025

5/16/08
By TR
23 Map Dept

Situated in the City of Lebanon, County of Warren, and State of Ohio, Section 35, Town 5, Range 3 and being Lot # 5835, Section 4 of Harmon Woods Subdivision, as recorded in Plat Book 66, Page 76 of the plat records in Warren County Recorder's Office, Warren County, Ohio.

Property commonly known as: 733 Christian Lane, Lebanon, Ohio

Subject to easements and restriction of record.

Prior Instrument Reference: Volume 4274, page 848 of the Official Records of Warren County, Ohio

Resolution

Number 18-0861

Adopted Date May 29, 2018

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF LEBANON AND WARREN COUNTY IN REGARDS TO THE FY2017 CAMBRIDGE/GEORGETOWN/RAINTREE/WINDING ROAD COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT

WHEREAS, The City of Lebanon has been awarded Community Development Block Grant funds for the FY 2017 Cambridge/Georgetown/Raintree/Winding Road CDBG Project; and

WHEREAS, it is necessary to enter into a Subrecipient Agreement to participate in said project; and


NOW THEREFORE BE IT RESOLVED, to approve and authorize the President and/or Vice President of this Board to sign a Subrecipient Agreement for FY2017 Cambridge/Georgetown/Raintree/Winding Road CDBG Project.

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

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

Resolution adopted this 29th day of May 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

sm

cc: c/a – City of Lebanon
OGA (file)

**SUBRECIPIENT AGREEMENT
BETWEEN
Warren County
and
City of Lebanon**

This Agreement is made between Warren County (herein called the Local Government) and the City of Lebanon (herein called Subrecipient) for the FY2017 Cambridge/Georgetown/Raintree/Winding Road Community Development Block Grant project, which includes the reconstruction and/or installation of roadway, curb, gutter, and sidewalk (herein called the Project).

As the federal Department of Housing and Urban Development (HUD) is authorized to provide funds to units of local government selected to undertake and carry out projects as a part of the Community Development Block Grant (CDBG) Program in compliance with all applicable local, state, and federal laws, regulations and policies; and

As the Local Government has applied for and received a CDBG award to fund the Project; and

As it benefits the Local Government to engage the Subrecipient to accomplish the Scope of Service and the objectives of the local CDBG project;

The parties agree that:

1. SCOPE OF SERVICE

A. Local Government Responsibilities

The Local Government is responsible for administration of the CDBG contract, and ensuring CDBG funds are used in accordance with all program requirements [(24 CFR 570.501(b))] and its CDBG contract with HUD referenced above. The Local Government will provide such assistance and guidance to the Subrecipient as may be required to accomplish the objectives and conditions set forth in this Agreement.

B. Subrecipient Responsibilities

The Subrecipient will complete in a satisfactory and proper manner as determined by the Local Government the following tasks to accomplish the objectives of the Project. The Subrecipient will periodically meet with the Local Government to review the status of these tasks.

Principal Tasks

- Administer a procurement process that complies with HUD policies and procedures, including, but not limited to publically advertising for solicitation of bids and awarding contract to lowest and best bidder.
- Oversee construction and inspection of Project.

- Ensure subrecipients are paid prevailing wages as outlined by the US Department of Labor and the Davis-Bacon and Related Acts.

2. TIME OF PERFORMANCE

The effective date of this Agreement will be the date the parties sign and complete execution of this agreement and will be in effect for the time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets.

3. BUDGET

The Local Government will pass through to the Subrecipient no more than \$277,900.00 in CDBG funds for eligible incurred costs and expenses for the Project.

The Local Government may require a detailed budget breakdown, and the Subrecipient will provide such supplementary budget information in a timely fashion in the form and content prescribed by the Local Government. Any amendments to this Agreement's Budget must first be determined by the Local Government as consistent with its CDBG contract with HUD and then approved in writing by the Local Government and the Subrecipient.

4. PAYMENT

The Local Government will reimburse the Subrecipient in accordance with the payment procedures outlined in the CDBG Management Handbook, Financial Management Section for all allowable expenses agreed upon by the parties to complete the Scope of Service.

Reimbursement under this agreement will be based on billings, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement will not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of the agreement. Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available.

It is understood that this agreement is funded in whole or in part with CDBG funds through the CDBG Program as administered by HUD and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe.

5. PERFORMANCE MONITORING

The Local Government will monitor the performance of the Subrecipient by tracking project progress, reviewing payment requests for applicable costs, managing the timely pass-through of CDBG funds, overseeing compliance with CDBG requirements, and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the Local Government will constitute noncompliance with this Agreement.

If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Local Government, contract suspension or termination procedures will be initiated.

6. SPECIAL CONDITIONS

No special conditions identified.

7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with:

- The requirements of Title 24 of the Code of Federal regulations, Part 570 (HUD regulations concerning CDBG); and
- All other applicable Federal, state and local laws, regulations, and policies, governing the funds provided under this Agreement.

B. CDBG National Objective

The Subrecipient certifies the activities carried out under this Agreement meet a CDBG Program National Objective defined in 24 CFR 570.208.

C. Independent Contractor

Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient will at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Local Government will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

D. Workers' Compensation

The Subrecipient will provide Workers' Compensation Insurance Coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Subrecipient will carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum will purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Local Government.

F. Funding Source Recognition

The Subrecipient will insure recognition of the roles of HUD, the CDBG program, and the Local Government in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement will be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Local Government or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Local Government's governing body. Such amendments will not invalidate this Agreement, nor relieve or release the Local Government or Subrecipient from its obligations under this Agreement.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Local Government may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement.
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Local Government of reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Local Government or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Local Government determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Local Government may terminate the award in its entirety.

8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient will administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

3. Duplication of Costs

The Subrecipient certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract or other source.

B. Documentation and Record Keeping

1. Records to Be Maintained

The Subrecipient will maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement and those records described in the CDBG Management Handbook. Such records will include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the civil rights components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;
- g. Labor standards records required to document compliance with the Davis Bacon Act, the provisions of the Contract Work Hours and Safety Standards Act, and all other applicable Federal, state and local laws and regulations applicable to CDBG-funded construction projects; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Access to Records and Retention

All such records and all other records pertinent to this agreement and work undertaken under this Agreement will be retained by the Subrecipient for a period of six years after final audit of the Local Government's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the Local Government will request a longer period of record retention.

3. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement will be made available to the Local Government, HUD, and duly authorized officials of the state and federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Local Government policy concerning Subrecipient audits and OMB Circular A-133.

C. Reporting

1. Program Income

The Subrecipient will report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient will comply with the requirements set forth at 24 CFR 570.504.

2. Periodic Reports

The Subrecipient, at such times and in such forms as the Local Government may require, will furnish the Local Government such periodic reports as it may request pertaining to the work or services undertaken pursuant to this agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this agreement.

D. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement will be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient will transfer to the Local Government any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 will be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until ten (10) years after the contract between HUD and the Local Government is closed. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for this 10-year period of time, the Subrecipient will pay the Local Government an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property after the CDBG program's approval. Such payment will constitute program income to the Local Government. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period.
3. In cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds will be program income. Equipment not needed by the Subrecipient for activities under this Agreement will be (a) transferred to the Local Government for CDBG-eligible activities as approved by the CDBG program or (b) retained after compensating the Local Government.

9. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

Title VI of the Civil Rights Act of 1964:

Under Title VI of the Civil Rights Act of 1964, no person will, on the grounds of race, color, creed, religion, sex or national origin, be excluded from participation in, be denied the

benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974:

No person in the United States will on the grounds of race, color, creed, religion, sex or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Age Discrimination Act of 1975, as Amended

No person will be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)

Section 504 of the Rehabilitation Act of 1973, as Amended

No otherwise qualified individual will, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)

Public Law 101-336, Americans with Disabilities Act of 1990

Subject to the provisions of this title, no qualified individual with a disability will, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

B. Section 3 of the Housing and Community Development Act of 1968

Compliance in the Provision of Training, Employment, and Business Opportunities:

1. The work to be performed under this agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower-income residents of the project area; and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
2. The parties to this contract will comply with the provisions of said Section 3 and the regulations set forth in 24 CFR 135, and all applicable rules and orders of HUD and HUD issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these provisions.
3. The Subrecipient will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The Subrecipient will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of

HUD, 24 CFR Part 135. The Subrecipient will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract, unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of HUD and HUD issued hereunder prior to the execution of the contract, will be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements will subject the applicant, or recipient, its consultants and subcontractors, its successors and assigned to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

C. Conduct

1. Assignability

The Subrecipient will not assign or transfer any interest in this Agreement without the prior written consent of the Local Government thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Local Government under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer will be furnished promptly to the Local Government and HUD.

2. Conflict of Interest

No member of the Local Government's governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, will have any personal financial interest, direct or indirect, in this agreement; and the Subrecipient will take appropriate steps to assure compliance.

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which includes maintaining a written code or standards of conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

The Subrecipient covenants that its employees have no interest and will not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Subrecipient further covenants that in the performance of this Agreement, no person having such interest will be employed.

3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- a. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- b. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.
- c. The contractor further agrees by signing this contract that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

D. Copyright

If this Agreement results in any copyrightable material or inventions, the Local Government and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

E. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

10. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement will not be affected thereby and all other parts of this Agreement will nevertheless be in full force and effect.

11. PERFORMANCE WAIVER

The Local Government's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Local Government to exercise or enforce any right or provision will not constitute a waiver of such right or provision.


12. ENTIRE AGREEMENT

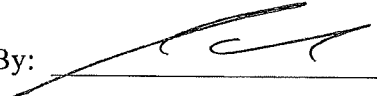
This Agreement constitutes the entire agreement between the Local Government and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the Local Government and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the Local Government and the Subrecipient have executed this agreement as of the date and year last written below.

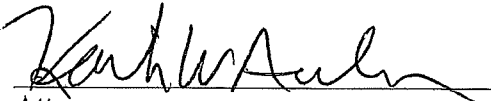
Warren County

City of Lebanon

By: 
Printed Name: David Young
Title: Vice President
Date: 5/29/18

By: 
Printed Name: Scott Brunk
Title: City manager
Date: 5/21/18

Approved As To Legal Form:


Attorney

Resolution

Number 18-0862

Adopted Date May 29, 2018

AUTHORIZE VICE PRESIDENT OF THE BOARD TO SIGN THE CHANGE ORDER WITH TRITECH SOFTWARE SYSTEMS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified and recommended that the Board of County Commissioners approve the TriTech Software Systems change order that reflects equipment changes for Property and Evidence Bar Coding equipment at no additional cost; and

NOW THEREFORE BE IT RESOLVED, to authorize Vice President of the Board to sign the TriTech Software Systems change order that reflects equipment changes for Property and Evidence Bar Coding equipment at no additional cost, as attached hereto and made a part hereof.

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

Mr. Grossmann- absent

Mr. Young- yea

Mrs. Jones- yea

Resolution adopted this 29th day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – TriTech Software Systems
Telecom (file)



Change Order

Q4606JG-01

Date: 7/31/2017

General & Client Information

<p>Client Name: Warren County System Description: Warren County--Full Suite Great Plains ID: OH099/SD Change Order # Original Sales Order # 6395 Client Purchase Order # Client Purchase Order Date Client Contact: Gary Estes Contact Phone: 513-695-1810 Contact Email Address: gary.estes@wcoh.net Credit Terms: Net 30 days from date of invoice Account Executive: Denny Fischer Project Manager: Jameson Gartner</p>	<p>Bill to: Gary Estes Warren Co 500 Justice Drive Lebanon, OH 45036</p> <p>Ship to: Gary Estes Warren Co 500 Justice Drive Lebanon, OH 45036</p>
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Project Products & Services

Qty	Sales Category	Item Description	Unit Price	Qty*Unit \$	Extended Price
Project Additions:					
1	Hardware	ZD420, Thermal transfer Printer, 4" print width, 203 dpi, USB/Ethernet	\$ 1,162.28	\$ 1,162.28	\$ 1,162.28
1	Hardware	Zebra - 10005851 - 4" x 2" Thermal transfer paper label	\$ 195.04	\$ 195.04	\$ 195.04
1	Hardware	Zebra - 02000CT11007 - 4.33" (110 mm) wide x 244" (74M) length Wax Ribbon	\$ 169.20	\$ 169.20	\$ 169.20
1	Hardware	Zebra LI3678, USB Kit, Linear Imager, Cordles. Includes cradle, USB cable, power supply, and line cord.	\$ 847.72	\$ 847.72	\$ 847.72
Total:					
\$ (0.00)					
Project Deletions:					
(1)	Hardware	Barcode Industrial Portable Data Terminal	\$ 1,215.00	\$ (1,215.00)	\$ (1,215.00)
(1)	Hardware	Barcode PolyPro Labels 4" x 2", 1110 labels per roll (4 rolls per case)	\$ 195.04	\$ (195.04)	\$ (195.04)
(1)	Hardware	Barcode Printer Resin Ribbon (12)	\$ 169.20	\$ (169.20)	\$ (169.20)
(1)	Hardware	Barcode TB Zebra, GK420T, Printers, 4" Print Width	\$ 795.00	\$ (795.00)	\$ (795.00)
Total:					
\$ (0.00)					

Project Summary & Totals

Hardware	\$ (0.00)
Estimated Sales Tax (State: at %) Taxable sales:	\$ (0.00)
0.00 Sales tax rate: 5.00%	\$ -
Estimated Shipping	\$ -
Total:	\$ (0.00)

Project Payment Terms: Net 30 days from date of invoice

100% Equipment and Third Party Products due at Delivery (There may be multiple deliveries) related to this CO in Project additions	\$ 2,374.24
Payment for equipment is still due at delivery of equipment per original sales order terms.	
Total Payments:	\$ 2,374.24

Summary Information & Project Notes

Change Order to document swap of type of barcoding equipment from original sales order SO6395 to different barcoding equipment needed for RMS v4.13.

Send Purchase Orders to:

TriTech Software Systems
 Attn: Sales Admin FAX: 858-799-7015
salesadmin@tritech.com

Remit Payments to:

TriTech Software Systems
 PO Box # 203223
 Dallas, TX 75320-3223

Issued by: Jameson Gartner
 Contact Info: 970-308-1617
jameson.gartner@tritech.com

Terms and Conditions



Change Order

Q4606JG-01

Date: 7/31/2017

Proposed Change Order is valid for 60 (sixty) days.

Software License Terms:

The TriTech Software is licensed for use by Client in accordance with the software licensing terms of the System Purchase Agreement or other TriTech license agreement currently in effect between TriTech and Client. Acceptance for the TriTech Software may be defined in the applicable Statement of Work ('SOW'), if not, the Software licenses shall be deemed accepted on delivery.

The annual Software Support Services for the TriTech Software licenses are provided for a period of twelve-months from the Installation date and shall be governed by the existing Software Support Agreement currently in effect between TriTech and Client. Support fees will be prorated at renewal of the existing support term to adjust the term to be co-terminus with the existing Software Support Agreement term.

Sales Tax:

Any estimated sales and/or use tax has been calculated as of the date of Change Order and is provided as a convenience for budgetary purposes. TriTech reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing, at the then current rates. Your organization must provide TriTech with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction, when your order is placed, if you are exempt from sales tax.

General Terms:

The items in this Change Order are based upon meetings and communications with the Client and unless attached to a contract form the entirety of the deliverables from TriTech.

The TriTech Software license price does not include any services for installation. Services, if applicable are listed as separate line items.

The scope of Deliverables for this order will be limited to the TriTech Software, Services, and Support, and if applicable third party items (collectively the "System") that are explicitly listed herein for the listed quantities.

This order provides TriTech Software licenses as well as required deployment services only for the environments that are explicitly listed herein (Production, Test, Training, Disaster Recovery, etc.). These software licenses do not apply to any other existing environments, or environments that may be implemented in the future.

Changes in the scope of certain components of the System may impact the cost and timelines for other areas of the Project.

All services will be performed during normal business hours, unless otherwise stated in this Change Order for specific service deliverables.

Deployment and implementation of TriTech Software and Services are based upon Client's provision and compliance with TriTech's System Planning Document.

TriTech reserves the right to adjust this Change Order as a result of changes including but not limited to project scope, deliverables (TriTech Software, or third party software or hardware, including changes in the hardware manufacturer's specifications), services, interface requirements, and Client requested enhancements.

Travel and out-of-pocket expenses will be invoiced as incurred, at actual cost, unless specifically itemized in the proposed change order.

TriTech reserves the right to assess \$1,000 cancellation fee for the training classes that are cancelled any later than 5 business days prior to the first day of the class, plus any additional fees or charges associated with the cancellation and rebooking of the airline tickets and other travel arrangements.

TriTech reserves the right to assess 25% of the services fee, up to \$1,000 as cancellation fee for any remote, or onsite installation services work that are cancelled by the Client at no fault of TriTech any later than 5 business days prior to the date of performing the work. This may include the services that are cancelled or rescheduled due to the client's infrastructure not meeting the minimum requirements for the installation, lack of preparation of the site based on TriTech's documentation, issues with remote connectivity, or other barriers that result in the work being cancelled.

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate this change order, check the appropriate box below and, either, (I) attach a copy of this change order to your purchase order when it is remitted to TriTech, or, (II) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and fax this change order to 858-799-7015 or email to salesadmin@tritech.com to indicate your acceptance.

- checkbox Purchase Order required and attached, reference PO# on invoice
checkbox No Purchase Order required to invoice

Please check one of the following:

- checkbox agree to pay any applicable sales tax.
checkbox I am tax exempt. Please contact me if TriTech does not have my current exempt information on file.

Accepted for Client

Warren County
Client Agency/Entity Name

Print Name
Client Authorized Representative

Title



TRITECH
SOFTWARE SYSTEMS

Change Order

Q4606JG-01

Date: 7/31/2017

Signature
Client Authorized Representative

Date

5/29/18

APPROVED AS TO FORM

Adam M. Nice
Asst. Prosecuting Attorney

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

Resolution

Number 18-0863

Adopted Date May 29, 2018

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO A YOUTH WORKSITE AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Youth Worksite Agreement with the following company, as attached hereto and made part hereof:

Midwestern Children's Home
4585 Long-Spurling Rd
Pleasant Plan, Ohio 45162

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

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

Resolution adopted this 29th day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

**OhioMeansJobs Warren County
TANF Youth Employment Program
Worksite Agreement**

This agreement is entered into by and between on this 29th day of May, 2018, between the Warren County Board of Commissioners on behalf of the OhioMeansJobs Warren County, 300 East Silver St, Lebanon, Ohio 45036, hereinafter referred to as OMJWC, **Midwestern Children's Home, 4585 Long-Spurling Rd, Pleasant Plain, OH 45162**, hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Summer Youth Employment Program from date of action by the Board of Commissioners through June 30, 2019.

WITNESSETH:

WHEREAS, OMJWC operates a TANF Work Experience Program which may provide temporary entry level employment experiences to eligible Warren County youth from age 14 through age 24 years; and

WHEREAS, eligible worksites are needed for TANF Work Experience Program participants; and

WHEREAS, the Worksite desires to participate in the TANF Work Experience Program by providing employment opportunities for youth at the above named worksite location.

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

- A. OMJWC in conjunction with Southwest Ohio Council of Governments will provide youth recruitment, intake and job placement; payroll preparation and distribution; youth counseling; worksite visitation/evaluation; and other TANF Work Experience Program services for youth and technical assistance to the Worksite and youth, as required.

- B. OMJWC is mandated by law to serve only low income youth with identified barriers, as defined by the TANF Summer Youth Employment Program and Ohio's Comprehensive Case Management and Employment Program(CCMEP). The Worksite, in operating programs funded under the TANF Work Experience Program, assures that it will administer its program in full compliance with safeguards against fraud and abuse as set forth in the program regulations; that no portion of its TANF Work Experience Program will in any way discriminate against, deny services to or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, handicap or political affiliation or belief; and that it will target employment and training services to those most in need of them and best able to benefit from them.

- C. Timesheets, signed by the participant and the worksite supervisor, will be on file in the OMJWC office. The following information will be available in the TANF Work Experience Program records and/or the participant's file: name and age of participant, application, employment questionnaire, job location, job title and job description. Worksite information will be included in Attachment A of the Worksite Agreement. Additional participants may be added throughout the duration of the Worksite Agreement.
- D. Youth may be required to attend TANF Summer Youth required training sessions and seminars. These will be scheduled in advance in collaboration with the Worksite Supervisor and the TANF Work Experience Program Supervisor and Coordinator. In the event that a session takes place during the youth's regularly scheduled work time, the total time spent in paid training cannot exceed the number of hours permitted for that particular day as specified in this agreement.
- E. OMJWC or its authorized representative, the Secretary of Labor or his/her authorized representative(s) and the Governor of the State of Ohio or his/her authorized representative(s) may at all times have the right to access, and inspect when necessary and without prior notice, the place of work under this agreement and any records pertinent to this agreement, to assure the progress and quality of training or to determine compliance with the agreement's terms.
- F. The Worksite agrees that the services of the TANF Work Experience Program participants will not displace regular employees, but will be used to augment the regular workforce or for special programs designed for youth. Further, any Worksite that has laid-off an employee within a requested job classification will not have its request filled until twelve months from the date that the lay-off occurred.
- G. The Worksite 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.
- H. The Worksite 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 TANF Summer Youth funded programs, 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.
- I. The Worksite agrees to provide, at their expense, adequate and qualified adult supervision. The Worksite must be responsible for assuring the Worksite Supervisors comply with the requests of the TANF Work Experience Program Coordinator regarding issues related to TANF Work Experience Program participants and in particular, maintain accurate youth timesheets. The Worksite

Supervisor will be held responsible for keeping accurate records of hours worked by each youth.

The Worksite agrees to maintain open communication with monitoring staff assigned to the site and to reply to requests for information in a timely manner.

Wages requested must be for hours worked (or spent in OMJWC approved training/counseling sessions scheduled during regular work hours only). Time sheets must be signed by each youth and his/her supervisor before payroll checks can be issued. Records pertinent to this agreement shall be retained by the worksite for the duration of the program and thereafter delivered to OMJWC within seven days to be properly stored.

- J. The Worksite assures that no person under its employment who presently exercises any functions or responsibilities in connection with OMJWC or TANF Summer Youth funded projects or programs, has or had any financial interest, direct or indirect; in this agreement, nor will the Worksite hire any person having such financial interest.
- K. The Worksite assures that it will fully comply with the requirements of the OMJWC, all Federal regulations.
- L. The Worksite agrees to abide by all Federal, State and local labor laws; State of Ohio and Federal Child Labor Law restrictions (Attachment B); Civil Rights Provisions which include, but are not limited to, Title VI and VII of the 1964 Civil Rights Act; Ohio Revised Code 4112; Age Discrimination Enforcement Act; Rehabilitation Act of 1973; as well as any and all amendments thereto.
- M. The Worksite agrees and understands that participation in TANF Work Experience Programs requires no compensation of any kind to either party, and that there will be no compensation of any kind made to the Worksite.
- N. The Worksite shall comply with all Federal and State Occupational Safety and Health Regulations (OSHA) dealing with safety of workers on the worksite. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, The Board of Warren County Commissioners, the Area 12 Council of Governments, Area 12 Workforce Investment Board and their employees, from any and all liability that may arise as a result of an OSHA violation.
- O. Any changes in supervision, Worksite location, work duties or schedule for youth assigned to the Worksite, or any other changes in this Agreement, will be made only with prior written notification to and written approval from the OMJWC TANF Work Experience Program Coordinator. Failure to follow this procedure may result in immediate termination of the Worksite Agreement at the sole discretion of OMJWC.
- P. The Worksite and the OMJWC understand and agree that signing of this agreement does not guarantee the placement of youth at the Worksite(s).

OMJWC will notify the Worksite if there will be a reduced number or no placement of youth due to the unavailability of youth within fifteen (15) days after the beginning of the program.

Q. This agreement may be terminated without cause ten days following the receipt of written notice of termination given by either party. This agreement may be immediately terminated without legal or financial liability of OMJWC for the causes listed below:

1. If supervision provided is deemed inadequate;
2. If there is insufficient work for the youth;
3. If there is a lack of funds or if funding becomes unavailable to the OMJWC;
4. If the Worksite refuses to accept any additional conditions that may be imposed upon the Worksite by the Department of Labor, the State of Ohio Department of Job and Family Services or the OMJWC or if the Worksite, in the sole opinion of the OMJWC, fails to comply with any provisions of this agreement or any provision of the TANF Work Experience Program or any memorandum, policy, bulletin, etc. of the Ohio Department of Job and Family Services or the OMJWC.

R. INSURANCE

Vendor (worksite) shall provide liability insurance coverage as follows:

Vendor (worksite) 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]* Vendor (worksite) shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

Vendor(worksite)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, Vendor (worksite) 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.

Vendor (worksite) shall provide Warren County with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to Warren County. Such certificates shall provide that the insurer notify Vendee in writing should any of

the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the Vendee not less than 30 days prior to said cancellation date. Vendor (worksites) shall also deliver to Lessor, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

S. This agreement may be modified upon mutual consent of both parties.

T. **GROUPS FOR DISCIPLINARY ACTION AND PENALTIES.** Upon enrollment, each youth will be given work rules and the disciplinary policies (Attachment C) which is included in the Youth's Participant Manual. If the Worksite has any additional rules which shall apply to the youth's conduct, these shall be indicated in the space provided below. The Worksite may add rules or reinforce rules, but no rules may be deleted from Attachment C. It is agreed that the rules indicated in Attachment C will be in effect at the Worksite.

Rule:	Group:

U. **CERTIFICATIONS:** The undersigned individuals have read and fully comprehend all statements in this Worksite 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 Worksite Agreement. A copy of the completed Worksite 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 Worksite agreement in its files for the duration of the program year.

Attachment A

Warren Co. TANF Summer Youth Employment Program
Request Form

I. Agency Information:

Agency Name: Mid-western Children's Home
 Address: 4585 Long Sparring Rd. Pleasant Pl. n Ohio 45162
 Phone: (513) 877-2141 E-mail mid-western@mid-western.org
 Agency Administrator: Barry Boverie
 Contact Person: Faye Fagua
 FEIN#: 31-0722339

II. Program Information: Work for the youth will begin at the worksite on or about _____ and continue until on or about _____. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of 32 hours per week, normally 6 hours per day. Any request for change in hours, job duties or supervisor must be made in written or verbal form to the One-Stop in advance of the change.

All youth must be supervised. Please review the job description included in the worksite packet, which briefly outlines responsibilities of a Worksite Supervisor. All supervisors must be adequately oriented before a youth may begin work.

Please provide all of the information requested below for each worksite.

Worksite	Name and Phone # of Supervisor	Number of youth requested	Preferred Age of Youth	Schedule of Hours	Interview Requested?
Mid-western Children's Home	Faye Fagua Ph (513) 479-5087	10	16-17	From: 8:30 To: 2:30	<input checked="" type="radio"/> Yes <input type="radio"/> No
				From: To:	Yes No
				From: To:	Yes No
				From: To:	Yes No

III. Job Description(s): Each worksite, even if located in the same building (i.e. clerical and custodial) should be listed as a separate worksite.

Worksite #1 Cleaning, Landscaping, Yard work

Worksite #2 _____

Worksite #3 _____

Worksite #4 _____

Worksite #5 _____

IV. Additional Information:

Is your agency planning to have youth use power-driven machinery and/or perform any "hazardous occupational orders"? (Please refer to Child Labor Laws)

Yes No If yes, please describe the type of power-driven machinery to be used and/or "Hazardous" work tasks.

operating non power driven lawn mowers

Training and safety instructions must be provided by worksite personnel if skilled or special equipment is required to perform the tasks described in this agreement. Youth work activities are governed by the applicable State and Federal Child Labor Laws.

If weather or other factors do not permit the regularly scheduled work to be done, please describe the contingency plan of work duties for youth employees.

flexible shifts and/or alternative responsibilities

Additional rules or policies to be followed at the worksite during work time are listed in the Worksite Agreement. These rules will be in addition to the disciplinary rules provided in Attachment C of the Worksite Agreement.

The undersigned individuals signify by their signatures that they have read and fully comprehend all statements in this TANF Work Experience Program request Form and that they understand and agree that this is a request form only and that it does not guarantee the placement of TANF Summer Youth at the worksite (s) requested.

[Signature] MCH Administrator
Signature of Worksite Administrator/Title

5-24-18
Date

[Signature]

5-25-18

Matt Fetty, Director, OhioMeansJobs Warren County

Date

Attachment B
Minor Labor Laws

In accordance with State of Ohio Child Labor Laws, 14 and 15 years olds MAY NOT:

1. Operate electric or gas lawn mowers
2. Operate string or blade trimmers, weed eaters or weed whips.

In accordance with the State of Ohio Child Labor Laws, minors under the age of 16 MAY NOT be involved in the following tasks:

1. Operating a tractor of over 20 PTO (Power take Off) horsepower or connecting or disconnecting an implement of any of its parts to or from such a tractor.
2. Operate a power post hole digger, post driver, or non-walking type rotary tiller or power mover;
3. Operate or assist in the operation of (including starting, stopping, adjusting, feeding or any activity involving physical contact with the operation of)
4. Work from a ladder or scaffold
5. Drive a bus, truck or automobile when transporting passengers.
6. Handle or apply agricultural chemicals classified under the Federal Fungicide and Rodenticide Act (7 U.S.C. 135 et. Seq.) as Category I toxicity, identified by the "skull and crossbones" on the label or Category II of toxicity, identified by the word "WARNING" on the label.
7. Work in connection with cars, trucks or busses involving the use of pits, racks, lifting apparatus or involving inflation of any tire mounted on a rim equipped with a removable retaining ring.

In accordance with the State of Ohio Child Labor Laws, minors under the age of 18 MAY NOT be involved in the following tasks:

1. Operating or helping to operate the following power driven tools:
 - a. Circular saws
 - b. Band saws
 - c. Guillotine shears.
2. Setting up, adjusting, repairing, oiling or cleaning circular saws, band saws or guillotine shears.
3. Excavating, working in or backfilling (refilling) trenches except:
 - a. Manually excavating or manually backfilling trenches that do not exceed (4) feet in depth at any point.
4. Using fertilizers, fungicides, insecticides, rodenticides or herbicides.

When there is disagreement between State and Federal Child Labor Laws, the most restrictive standard is to be used. Attached is a summary of the comparison of the State and Federal requirements.

Attachment C

GROUPS FOR DISCIPLINARY ACTIONS AND PENALTIES

GROUP I OFFENSES

FIRST OFFENSE- Written reprimand

SECOND OFFENSE- Written reprimand, counseling

THIRD OFFENSE – Three days suspension

FOURTH OFFENSE – Termination

1. Failure to call in about missing work – for any reason.
2. Creating or contributing to unsanitary or unsafe conditions, including risking of personal safety (spitting, hitting, etc.)
3. Failure to use reasonable care of agency property or equipment
4. Bringing a friend to the worksite during work hours
5. Not responding to a reasonable request from a supervisor

GROUP II OFFENSES

FIRST OFFENSE – Written reprimand, counseling

SECOND OFFENSE - Three (3) day suspension WITHOUT PAY

THIRD OFFENSE- Termination

1. Unauthorized use of agency property or equipment
2. Willful disregard of department rules
3. Use of abusive or threatening language toward supervisors, co-workers or other persons
4. Malicious mischief, horseplay, wrestling or other undesirable conduct

GROUP III OFFENSES


FIRST OFFENSE – Mandatory counseling sessions (determined by degree of offense)

SECOND OFFENSE – Termination


1. Being in possession of or drinking alcoholic beverages or controlled substances without a bona-fide prescription while on the job
2. Wanton or willful neglect in performance of assigned duties or in the care, use or custody of county property or equipment.
3. Abuse or deliberate destruction in any manner of county property or employees
4. Signing or altering other employees' time cards or unauthorized altering of own time card
5. Stealing or similar conduct including destroying, damaging or concealment of any property of the county or other employees
6. Fighting or attempting injury to any other persons.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 20th
day of May, 2018.

WARREN COUNTY BOARD OF COMMISSIONERS:

~~Tom Grossman~~ President 
David G. Young
WORKSITE:

Mid-western Children's Home
Worksite Name

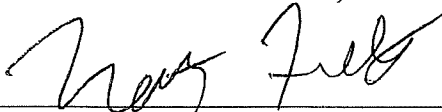
 MCK Administrator 5-24-18
Signature/Worksite Administrator Date

MCK Administrator
Title of Worksite Administrator

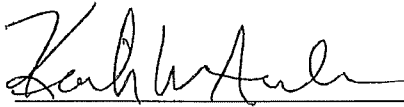
If applicable, an Organized Labor Representative should review this agreement and stipulate by his/her signature below that he/she has read, understands, and voluntarily concurs with the execution of the Worksite Agreement.

NA _____
Signature of Authorized Organized Labor Representative Date

WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES

 _____ 5/25/18
Matt Fetty OMJWC, Director Date

APPROVED AS TO FORM:


Keith Anderson, Assistant Prosecuting Attorney

Resolution

Number 18-0864

Adopted Date May 29, 2018

DETERMINING NECESSITY FOR CERTAIN IMPROVEMENT PROJECTS FOR PUBLIC USE

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

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

WHEREAS, Ohio Rev. Code § 163.021 (A) places the initial burden on the public agency to show by a preponderance of the evidence that the taking is necessary and for a public use; however, in accordance with Ohio Rev. Code § 163.09 (B) (1) (a), a resolution of the public agency declaring the necessity for the appropriation creates a rebuttable presumption of the necessity for the appropriation if the public agency is not appropriating the property because it is a blighted parcel or part of a blighted area or slum; and,

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

NOW THEREFORE BE IT RESOLVED:

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

Davis Road and Rich Road Intersection Improvements – Construction to improve the existing offset intersection by realigning into a conventional intersection, improving the visibility and safety of the intersection.

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

Mr. Grossmann- absent

Mr. Young- yea

Mrs. Jones- yea

Resolution adopted this 29th day of May 2018.

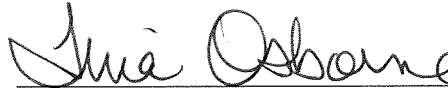
BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

CERTIFICATE

The undersigned hereby certifies the foregoing is a true and correct copy of a resolution adopted by the Board of County Commissioners at a meeting held on the 29th day of May, 2018, together with a true and correct copy of the minutes of said meeting to the extent pertinent to the consideration and adoption of said resolution.



Tina Osborne, Clerk
Board of County Commissioners
Warren County, Ohio

RECEIPT

The undersigned hereby acknowledges the filing this ___ day of _____, of a certified copy of the foregoing resolution to proceed.



Matt Nolan, Auditor
Warren County, Ohio

Auditor (file)
Engineer (file)
Project File

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 18-0865

Adopted Date May 24, 2018

APPROVE VARIOUS REFUNDS

BE IT RESOLVED, to approve various refunds, as attached hereto and made a part hereof.

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

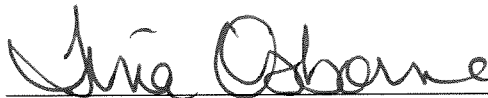
Mr. Grossmann- absent

Mr. Young- yea

Mrs. Jones- yea

Resolution adopted this 29th day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor df
Refunds file

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

Resolution

Number 18-0866

Adopted Date May 29, 2018

ACCEPT AMENDED CERTIFICATE AND APPROVE SUPPLEMENTAL APPROPRIATION WITHIN THE WATER FUND NO. 583

WHEREAS, an Amended Certificate and supplemental appropriation are necessary to proceed with the Water Softening Project; and

NOW THEREFORE BE IT RESOLVED, to accept an Amended Certificate from Warren County Budget Commission in the amount of \$4,519,000.00:

BE IT FURTHER RESOLVED TO approve the following supplemental appropriation:

\$ 4,519,000.00 into 583-3208-3200-320 (Water Contracts)

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

Mr. Grossmann- absent

Mr. Young- yea

Mrs. Jones- yea

Resolution adopted this 29th day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

las

cc: Auditor H
Water/Sewer (File)
OMB
Supplemental Appropriation File
Amended Certificate file

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

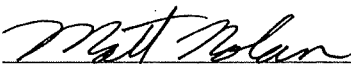
Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, May 24, 2018

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2018, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Enterprise	Jan. 1st, 2018	Taxes	Other Sources	Total
Water Const Projects (Revenue)	\$285,230.74	\$0.00	\$5,749,000.00	\$6,034,230.74
Fund 583				
TOTAL	\$285,230.74	\$0.00	\$5,749,000.00	\$6,034,230.74

_____)
 _____)
)
 _____) Budget
 _____) Commission
 _____)

AMEND 18 04
583 9000 999 +4,519,000.00

2018 MAY 24 AM 10:37

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

Resolution

Number 18-0867

Adopted Date May 29, 2018

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS' GENERAL FUND #101-1110 INTO PROBATE COURT FUND #101-1250

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners' Fund #101-1110 into Probate Court Fund #101-1250 in order to process vacation leave payout for Teresa Paugh former employee of the Probate Court:

\$1,743.36	from	#101-1110-882	(Commissioners – Vacation Leave Payout)
	into	#101-1250-882	(Probate Court - Vacation Leave Payout)

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

Mr. Grossmann- absent

Mr. Young- yea

Mrs. Jones- yea

Resolution adopted this 29th day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor st
Appropriation Adjustment file
Probate Court (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 18-0868

Adopted Date May 29, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN MARY HAVEN FUND #270

BE IT RESOLVED to approve the following appropriation adjustment within Mary Haven Fund #270, in order to process vacation leave payout for Barbara Montgomery:

\$1,600.00	from	#270-1240-102	(Regular Salaries)
	into	#270-1240-882	(Accum Vacation payout)

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

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

Resolution adopted this 29th day of May 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor vju
Appropriation Adj. file
Juvenile (file)
OMB

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

Resolution

Number 18-0869

Adopted Date May 29, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS PROBATION
FUND #101-1223

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 6,500.00 from #101-1223-210 (Office Supplies - General)
into #101-1220-317 (Capital Purchases Under \$10,000)

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

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

Resolution adopted this 29th day of May 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 18-0870

Adopted Date May 29, 2018

AUTHORIZE PAYMENT OF BILLS

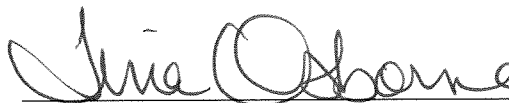
BE IT RESOLVED, to authorize payment of bills as submitted on Batches #05/29/2018 001, #05/29/2018 002, #05/29/2018 003, and #05/29/2018 004; said batches attached hereto and made a part hereof.

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

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

Resolution adopted this 29th day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 

Resolution

Number 18-0871

Adopted Date May 29, 2018

APPROVE TEXT AND MAP AMENDMENTS TO THE WARREN COUNTY AIRPORT ZONING REGULATIONS

WHEREAS, in accordance with section 4563.03 of the Ohio Revised Code, when an airport is publicly owned and any airport hazard area appertaining to such airport is located in more than one political subdivision, the board of county commissioners of the county where the airport is located shall constitute the airport zoning board, which shall have the power to adopt, administer and enforce airport zoning regulations; and,

WHEREAS, as depicted on the attached Warren County Airport Surface Zoning Map, the airport hazard area appertaining to the Warren County Airport consists of more than one political subdivision, including Clearcreek, Franklin and Turtlecreek Townships, and the City of Lebanon, all of which are located entirely within Warren County, Ohio; and,

WHEREAS, this Board's predecessors adopted the Warren County Airport Zoning Regulations, on August 9, 1966, to protect the airport hazard area of the Warren County Airport, a publicly owned general aviation airport; and,

WHEREAS, this Board was notified by the Board of Trustees of the Warren County Airport Authority that the Ohio Department of Transportation, Office of Aviation, recommended that county airports should update their airport zoning regulations to assure compliance with current state and federal laws for airspace protection; and,

WHEREAS, representatives from the Warren County Regional Planning Commission, Zoning Department and Prosecutor's Office, as well as the Warren County Airport Manager, presented this Board with proposed Text and Map amendments to the Warren County Airport Zoning Regulations; and,

WHEREAS, by virtue of Resolution # 18-0656, adopted April 17, 2018, this Board scheduled a public hearing to consider the proposed Text and Map amendments to the Warren County Airport Zoning Regulations in accordance with section 4563.06 of the Ohio Revised Code; and,

WHEREAS, after publication of the public hearing in the Journal-News Pulse Newspaper on April 22, 2018, this Board held a public hearing in the Commissioners' Meeting Room on May 29, 2018, to consider the proposed Text and Map amendments to the Warren County Airport Zoning Regulations; and,

WHEREAS, during the hearing, the proposed Text and Map Amendments were presented and commented on by the Regional Planning Commission, the County Zoning Department, the County Prosecutor's Office and the Airport Manager, and after no persons appeared to speak in favor or in opposition to the said amendments, the public hearing was closed.

NOW THEREFORE BE IT RESOLVED, by at least a majority of the Board of County Commissioners, as follows:

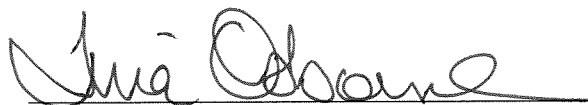
- Section 1. That the Board does hereby approve the Text and Map Amendments to the Warren County Airport Zoning Regulations - said amended Regulations and Map are attached hereto and made a part hereof.
- Section 2. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.
- Section 3. That it is found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Board in compliance with all legal requirements, including but not limited to Sections 121.22 and 4563.06 of the Ohio Revised Code.
- Section 4. That the Board is acting its legislative capacity in adopting this Resolution.
- Section 5. That this Resolution shall become effective upon the 30th day hereafter, unless otherwise provided by law.

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

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

Resolution adopted this 29th day of May 2018.

BOARD OF COUNTY COMMISSIONERS

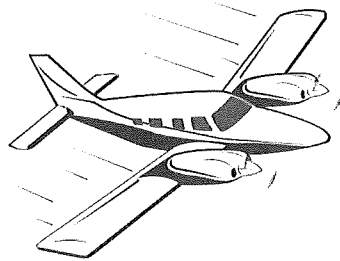
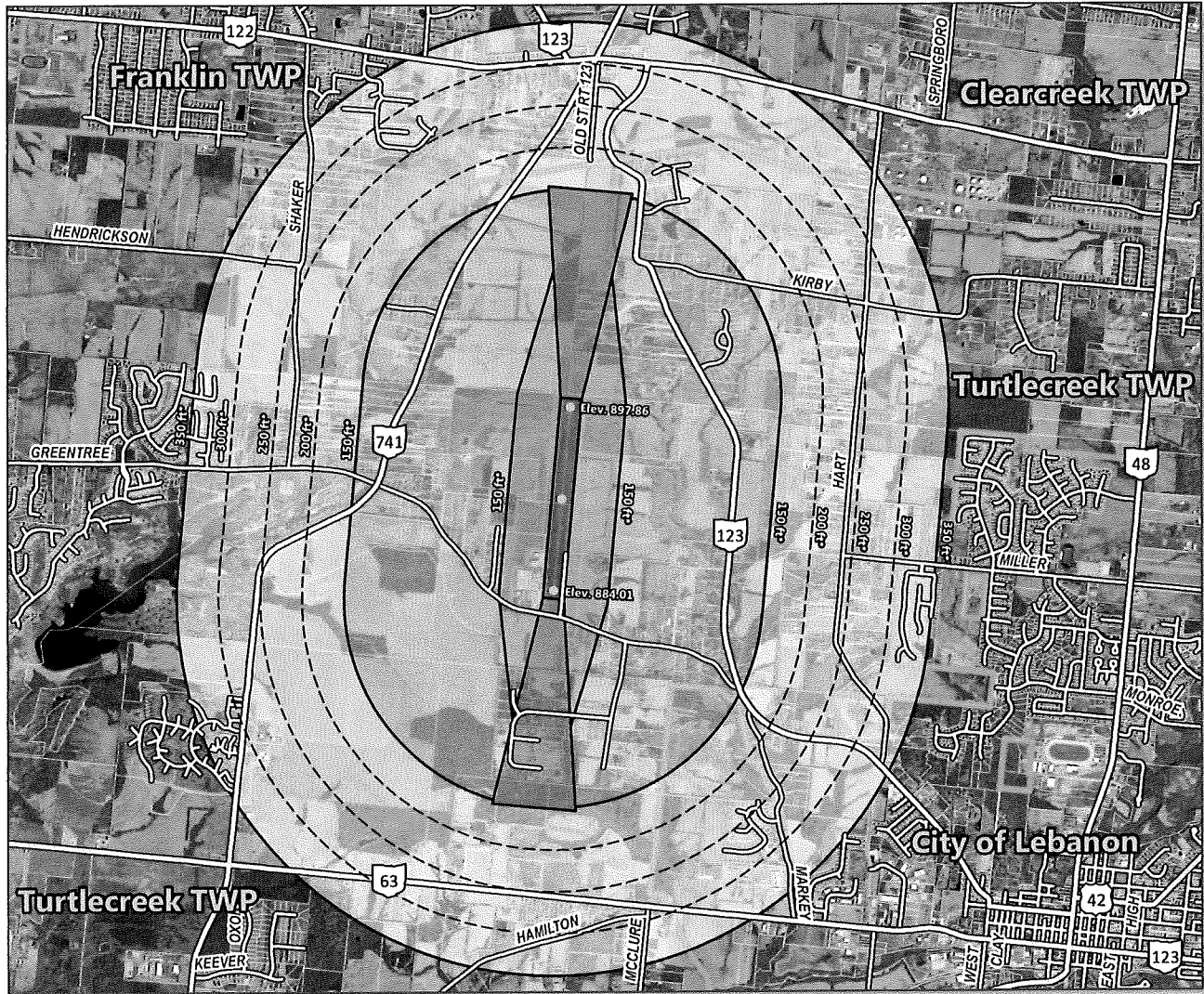


Tina Osborne, Clerk

/to

cc: RPC
RZC (file)
Text Amendment file
Bruce McGary
Township Trustees (Clearcreek, Franklin, Turtlecreek)
City of Lebanon
Recorder (certified)

Warren County Airport Zoning Regulations



Warren County, Ohio
April 2018

Warren County Airport Zoning Regulations

PREAMBLE

It is hereby found that an airport hazard endangers the lives and property of users of the Warren County Airport and of the occupants of land in its vicinity. An airport hazard in effect reduces the size of the area available for the landing, taking off and maneuvering of aircraft, thus tending to destroy or impair the utility of the Warren County Airport and the public investment therein.

It is further found that the following regulations are reasonable, and are adopted pursuant to the authority conferred by Sections 4563.01 through 4563.99 of the Ohio Revised Code.

Accordingly, it is hereby declared:

- (1) That the creation or establishment, or maintaining of an airport hazard shall be a public nuisance;
- (2) That it is necessary, in the interest of the public health, public safety and general welfare, that the creation or establishment of airport hazards be prevented, and the maintaining of airport hazards be abated; and
- (3) That the prevention and abatement of these hazards should be accomplished, to the extent legally possible, by the exercise of the police power without compensation.

It is further declared that both the prevention of the creation or establishment of airport hazards and the abatement, elimination, removal, alteration, mitigation, or marking and lighting of existing airport hazards are public purposes for which political subdivisions may raise and expend public funds and acquire land or interests in land.

WARREN COUNTY AIRPORT ZONING REGULATIONS

Section 1 DEFINITIONS

Airport : The publicly owned Warren County Airport/John Lane Field, FAA Identifier I68, located at 2460 Greentree Road, Lebanon, Warren County, Ohio 45036, improved with one taxi-way and one runway used for the landing and taking off of aircraft, with adjacent airport hazard areas that are located in more than one political subdivision.

Airport Elevation: The elevation of the highest point on the usable landing area. The Airport elevation for the Warren County Airport Zoning Regulations is established as 897.43 feet above mean sea level.

Airport Hazard: A structure or object of natural growth located, or use of land, in the airport hazard area which projects into any of the zones herein described and obstructs the airspace required for, or is otherwise hazardous to, the flight of aircraft landing, taking-off or using the Airport.

Airport Hazard Area: Any area of land adjacent to an airport that has been declared to be an "airport hazard area" by the ODOT Office of Aviation in connection with any airport approach plan recommended by the Office of Aviation.

Airport Zoning Board. The Board of Commissioners of Warren County, Ohio constitute the Warren County Airport Zoning Board, and exercises the power to adopt, administer, and enforce the airport zoning regulations for the Airport Hazard Area as provided in Section 4563.03 (B) of the Ohio Revised Code.

Airport Zoning Board of Appeals. The Warren County Airport Board of Zoning Appeals is appointed by the Board of Commissioners of Warren County, Ohio, and exercises the powers set forth in the airport zoning regulations as provided in sections 4563.14, et seq. of the Ohio Revised Code.

Airport Zoning Regulations. The Warren County Airport Zoning Regulations (these Regulations) adopted by the Airport Zoning Board on August 9, 1966, in accordance with Section 4563.03 (B) of the Ohio Revised Code, and all amendments thereto as listed in the Table of Contents.

Height: For the purpose of determining the height limits in all zones set forth in these Regulations, the datum shall be mean sea level elevation unless otherwise specified.

Heliport: Any area used in maneuvering for landing and taking off of helicopters.

Plane: A surface, real or imaginary, in which if any two points are taken, the straight line that joins them lies wholly in that surface.

Primary Surface: A surface longitudinally centered on the runway (existing or proposed). When the runway has a specially prepared hard surface, or one is planned, the primary surface, as the runway protection zone, extends 200 feet beyond each end of that existing or proposed runway. The width of the primary surface is 500 feet in total, comprising 250 feet from each side of the runway centerline. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline.

Reference Point: An established point having equal relationship to all landing or take-off areas of the Airport, and is the geographical center of these areas.

Runways: The paved or unpaved surface of an airport landing field and includes the following types of runways.

- (1) **Instrument Runway:** A runway equipped or to be equipped with electronic or visual air navigation aids adequate to permit the landing of aircraft under restricted visibility conditions.
- (2) **Non-instrument Runway:** means a runway other than an instrument runway. There is one non-instrument runway at the Airport.
- (3) **Utility Runway** - A runway that is constructed for and intended to be used by propeller driven aircraft of 12,500 pounds maximum gross weight, or less.

Structure: An object constructed or installed by man, including, but without limitation to, buildings, towers, smokestacks, steeples, antennas, and overhead transmission lines.

Zones: The airspace above a plane or conical surface described as Approach Zones, Transitional Zones, Horizontal Zones, or Conical Zones.

- (1) **Approach Zones:** A surface longitudinally centered on the extended runway centerline, extending outward and upward from the end of the primary surface and at the same slope as the approach zone height limitation slope set forth in Section 4 of these Regulations. In plan the perimeter of the approach surface coincides with the perimeter of the approach zone.
- (2) **Transition Zones:** These surfaces extend outward at 90 degree angles to the runway centerline and the runway centerline extended at a slope of seven (7) feet horizontally for each foot vertically from the sides of the primary and approach surfaces to where they intersect the horizontal and conical surfaces.
- (3) **Horizontal Zone:** The horizontal surface is established by swinging arcs of 5,000 feet from the center of each end of the primary surface and connecting the adjacent arcs by drawing lines tangent to those arcs. The horizontal surface does not include the approach and transitional surfaces.
- (4) **Conical Zone:** A surface extending outward and upward from the periphery of the horizontal surface at a slope of 20 to 1 for a horizontal distance of 4,000 feet.

Section 2 MAP

Attached hereto and made a part hereof is a map consisting of one sheet showing the Airport, Airport reference point, elevation, runways, zones, and heights set forth herein. The designations of zones, and heights set forth on the map are made a part hereof and incorporated herein by reference as the official map. The map is displayed and maintained in the Warren County Building and Zoning Department.

Section 3 RESTRICTIONS

(1) Height

Except as otherwise provided in these Regulations, no structure shall be erected, altered, or maintained, and no tree or other object of natural growth shall be allowed to grow in any zone created by these Regulations to a height in excess of the applicable height herein established for such zone. Unless a variance was granted, any structure, tree or object of natural growth that exceeds the height restrictions of any zone shall be removed by the property owner at the property owner's expense. Such applicable height limitations are hereby established for each of the zones, as follows:

- (a) Approach Zone (Utility Runway with a Non-Precision Instrument) - Slopes twenty (20) feet outward for each foot upward beginning at the end of, and at the same elevation as, the primary surface and extending to a horizontal distance of 5,000 feet along the extended runway centerline. Heights limits for all surfaces are limited to the slope of the respective imaginary surfaces over the ground beneath.
- (b) Transitional Zones - Slope seven (7) feet outward for each foot upward, beginning at the sides of, and at the same elevation as, the primary surface and the approach surface. The Transitional Zones extend to a height of 150 feet above the airport elevation of 897.43 feet above mean sea level, an elevation of 1,047.43 feet above mean sea level. In addition to the foregoing, there are established height limits sloping seven (7) feet outward for each foot upward beginning at the sides of, and the same elevation as, the approach surface, and extending to where they intersect the conical surface.
- (c) Horizontal Zone - Established at 150 feet above the airport elevation, or at a height of 1,047.43 feet above mean sea level.
- (d) Conical Zone - Slopes twenty (20) feet outward for each foot upward beginning at the periphery of the horizontal zone and at 150 feet above the Airport elevation (1,047.43 feet above mean sea level) and extending to a height of 350 feet above the Airport elevation (1,247.43 feet above mean sea level).

(2) Public Highways

No new public highways shall be located within 1,000 feet of the end of the runway or less than 15 feet below the bases of the approach zones.

(3) Land Use

Notwithstanding any other provisions in these Regulations, no use may be made of land under any zone established by these Regulations in such a manner as to create electrical interference with radio communication between the Airport and aircraft; make it difficult for flyers to distinguish between airport lights and other lights or use misleading lights, resulting in glare in the eyes of flyers approaching, leaving or using the Airport; impair visibility in the vicinity of the Airport by any means, including without limitation smoke generating activities, or otherwise endanger the landing, taking-off, or maneuvering of aircraft, or in any other manner constituting an Airport Hazard.

(4) Marking and Lighting

Notwithstanding the preceding provision, the owner of any nonconforming structure or object of natural growth is hereby required to permit the installation, operation and maintenance thereon of such markers and lights as shall be deemed necessary by ODOT Office of Aviation to indicate to the operators of aircraft in the vicinity of the Airport the presence of such Airport Hazards. Such markers and lights shall be installed, operated and maintained at the expense of the Warren County Airport Authority Board.

Section 4 ADOPTION OF OBSTRUCTION STANDARDS

The rules adopted by ODOT Office of Aviation, under Section 4561.32 of the Ohio Revised Code, that are based in whole upon the obstruction standards set forth in 14 C.F.R. 77.13 to 77.23, as may be amended, to uniformly regulate the height and location of structures and objects of natural growth in any airport's horizontal surface, conical surface, primary surface, approach surface, or transitional surface are hereby adopted as supplemental hereto and incorporated by reference herein.

Section 5 NON-CONFORMING USES

The Warren County Airport Zoning Regulations adopted August 9, 1966 shall not apply to structures or objects of natural growth that existed as of that date, and any specific provision added for the first time as an amendment in these Regulations that would result in requiring the removal, lowering, or other changes or alterations of any structure or object of natural growth that existed as of the effective date of any such amendment, shall not apply to such structures or objects of natural growth as such would be legal non-conforming uses. However, if any legal non-conforming use is voluntarily discontinued for two years or more, any future use of the premises shall be in conformity with all provisions of these Regulations as amended. Any legal non-conforming structure or object of natural growth which is hereafter damaged by any means to an extent exceeding 50 percent of its then reproduction value may not be restored or reconstructed to a height greater than permitted under the provisions of these Regulations as amended.

Section 6 ADMINISTRATION

- (1) **Airport Zoning Administration and Enforcement:** It shall be the duty of the Warren County Zoning Inspector, as the designee of the Airport Zoning Board (the Airport Zoning Inspector), to administer and enforce these Regulations .
- (2) **Notification of Construction or Alteration:** When construction or alteration as described below in (a) is proposed near a public use airport/heliport in the State of Ohio, airport authorities, local government officials, zoning and building departments, contractors, and everyone else in the planning and construction process should be made aware of federal and state notification and permitting requirements.
 - (a) **Requirement:** The owner of the land, the development or the project that wants to construct, build or alter any structure or plant anything (buildings, light poles, antenna or cell towers, wind turbines, billboards, trees, etc.) near the airport/heliport is required to file FAA (Federal Aviation Administration) Form 7460-1 "Notification of Proposed Construction or Alteration" with the FAA **and** obtain a permit from ODOT Office of Aviation 90 days prior to the proposed start of construction if any of the following are applicable to the proposed construction, alteration or associated construction equipment or the proposed planting or eventual height of vegetation growth will extend outward and upward in excess of one or more of the following:
 - (i) It will be over 200 feet in height, but less than 500 feet in height, located within 3 to 6 nautical miles of the airport;

- (ii) It will penetrate a 100 to 1 slope that is within a horizontal distance of 20,000 feet from the airport runway; and/or
- (iii) It will penetrate a 25 to 1 slope that is within a horizontal distance of 5,000 feet from the heliport.

The notification and permit application are required to determine if that which is proposed may be allowed by being issued a determination of no hazard, or otherwise denied for allowance unless revised to not be a hazard to the Airport.

Any person or entity required to file FAA Form 7460-1, in addition to filing with the FAA, shall provide a courtesy copy to the Airport Zoning Inspector within three business days of filing with the FAA.

Section 7 ENFORCEMENT

- (1) **Notice of Violation**: Whenever the Airport Zoning Inspector determines that there is a violation of any provision of these Regulations, a written notice of violation shall be issued to the owner(s) of the premises in violation. Such notice shall be in writing; identify the violation(s); include a statement of the reason or reasons why the notice is being issued and refer to the sections of these Regulations being violated. Service of the notice of violation shall be perfected by either of the following:
 - (a) By personal delivery to at least one owner of the premises in violation; or
 - (b) By certified mail through U.S. Postal Service addressed to the owner(s) of the premises in violation at the tax mailing address of such premises maintained by the Warren County Auditor's Office. If a certified mail envelope is returned with endorsement showing that the envelope is unclaimed, then service shall be re-sent by ordinary mail, and the mailing shall be evidenced by a certificate of mailing. Service shall be deemed complete when the notice by ordinary mail has been sent, provided that the ordinary mail envelope is not returned by the post office with an endorsement showing failure of delivery; or
 - (c) By posting a copy of the notice in a conspicuous place on the premises in violation, and capturing photographic evidence of the date and time of posting.
- (2) **Remedy Time Period**. The time period allowed to the owner(s) to remedy each violation shall be specified in the notice of violation delivered by the Airport Zoning Inspector, as determined reasonable by the Airport Zoning Inspector, or as otherwise specified in these Regulations.
- (3) **Potential to Appeal**: The owner(s) may file an appeal or seek a variance from the Airport Zoning Board of Appeals for relief or release from having to comply with the remedy ordered in the violation(s), in accordance with Section 8 hereinafter. Filing of an appeal or variance to the Airport Zoning Board of Appeals shall stay the time period ordered in the notice for compliance. If the Airport Zoning Board of Appeals denies the appeal or variance, the owner(s) may seek relief from a court of competent jurisdiction.

- (4) **Non-Compliance:** Failure to fully comply with the remedy ordered and the time period in which to do so specified in the violation(s) notice constitute an additional violation, in the absence of an appeal or request for variance of the order being granted by the Airport Zoning Board of Appeals or an appeal to a court of competent jurisdiction. The Airport Zoning Board or the Airport Zoning Inspector may institute in a court of competent jurisdiction an action to prevent, restrain, correct, or abate any violation of sections 4563.01 to 4563.21, inclusive, of the Ohio Revised Code, or these Regulations, or of any order or ruling made in connection with the administration or enforcement pursuant thereto.
- (5) **Penalties:** Any person found by a court of competent jurisdiction of violating these Regulations shall be subject to a court of competent jurisdiction adjudging such relief, by way of injunction, which may be mandatory, or otherwise, as may be proper under all the facts and circumstances of the case, in order to fully effectuate the purposes of sections 4563.01 to 4563.21, inclusive, of the Ohio Revised Code, or these Regulations, or any order or ruling made in connection with the administration or enforcement pursuant thereto, including but not limited to: (a) the court issuing a temporary restraining order and preliminary injunction; (b) the court ordering abatement within 30 days of the filing of a final and appealable judgment; (c) in the event the person so ordered fails to timely abate any violation(s), such court may grant the Airport Zoning Board or its contractors access to the premises in violation in order to abate the violation(s) and assess the costs, charges and expenses of abating such violation(s) against the premises in violation and certify such costs to the County Auditor to be placed on the real property tax duplicate to be collected by the County Treasurer in order to reimburse the County treasury; and, (d) the court may permanently enjoin the owner(s) from further violations of these Regulations and subject the owner(s) to contempt upon a showing of failure to comply with the court's order, or further violations, without cause including but not limited to imposing a fine of not more than five hundred dollars (\$500.00) for each day the owner(s) are found to be in contempt.

Section 8. WARREN COUNTY AIRPORT ZONING BOARD OF APPEALS

- (1) **Creation and Members:** There is hereby created pursuant to Section 4563.13 of the Ohio Revised Code, the Warren County Airport Zoning Board of Appeals (the Airport Zoning Board of Appeals). The Airport Zoning Board of Appeals shall consist of five members appointed by the Airport Zoning Board. The members of the Airport Zoning Board of Appeals shall each be appointed for a term of three years except that the first members of such Airport Zoning Board of Appeals shall consist of two members appointed to serve for a term of one year, two members to serve for a term of two years and one member for a term of three years. The membership of the Airport Zoning Board of Appeals shall be subject to removal as provided in Section 4563.13 of the Ohio Revised Code.

(2) Powers: The Airport Zoning Board of Appeals shall have and exercise the following powers:

- (a) To adopt rules governing the organization of the Airport Zoning Board of Appeals, its proceedings and to regulate the mode and manner of conducting hearings. All hearings for appeals and variances shall be conducted as an adjudicatory/quasi-judicial proceeding.
- (b) To hear and decide appeals, filed pursuant to Section 4563.18 of the Ohio Revised Code, from any order, requirement, decision, or determination made by the Airport Zoning Board or Airport Zoning Inspector, in the enforcement of these Regulations, as provided in Sections 4563.11 and 4563.12 of the Ohio Revised Code.
- (c) To hear and allow, refuse, or allow with modifications or conditions, any variance from the terms of these Regulations which the Airport Zoning Board of Appeals may be authorized to pass upon pursuant to such Regulations.
- (d) To hear and decide specific variances under Section 4563.16 of the Ohio Revised Code.

(3) Meeting Records: The Airport Zoning Board of Appeals shall audio record and keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall immediately be filed in the office of the Warren County Building and Zoning Department, and shall be a public record.

(4) Variances: Any person desiring to erect any structure, or increase the height of any structure, or permit the increase in height of any object of natural growth, or otherwise use his property in any manner in conflict with these Regulations, may apply to the Airport Zoning Board of Appeals for a variance from these Regulations. At the hearing, any party may appear in person or by attorney, and shall comply with the rules for adjudicatory/quasi-judicial hearings adopted by the Airport Zoning Board of Appeals. Upon conducting a hearing, such variance shall be allowed where a literal application or enforcement of the regulations would result in unnecessary hardship and the relief granted would not be contrary to the public interest or create conditions dangerous to the safety of aircraft using the Airport, but would do substantial justice and would not be in conflict with factors set forth in sections 4563.07 and 4563.08 of the Ohio Revised Code. The Airport Zoning Board of Appeals may subject any variance to any reasonable conditions that it deems necessary.

Applications for variances shall be made to the Warren County Building and Zoning Department upon a form published for that purpose. All applications shall be accompanied by accurate plans showing the height above ground, the height above mean sea level and the location of the proposed structure, as well as such other information as may be necessary to determine and provide for the enforcement of these Regulations. The locations and elevations contained in the application must be certified by a registered professional engineer or surveyor licensed in the State of Ohio. If the application is ultimately accepted and the construction accomplished, the applicant shall submit the actual "As-Built" locations and elevations certified by a registered professional engineer or surveyor licensed in the State of Ohio to the Warren County Building and Zoning Department.

(5) Administrative Appeals:

- (a) Any person aggrieved by any interpretation resulting in an order, requirement, decision or determination of the Airport Zoning Board or Airport Zoning Inspector in administration of these Regulations may appeal to the Airport Zoning Board of Appeals authorized to hear and decide appeals from the order, requirement, decision or determination of the Airport Zoning Board or Airport Zoning Inspector.
- (b) All appeals hereunder must be taken within twenty (20) days after receipt of notice of a violation(s), by filing a written notice of appeal specifying the grounds thereof in the office of the Warren County Building and Zoning Department. The Warren County Building and Zoning Department shall forthwith transmit to the Airport Zoning Board of Appeals all the papers constituting the record upon which the action appealed from was taken.
- (c) An appeal shall stay all proceedings in furtherance of the action appealed from unless the Airport Zoning Inspector certifies to the Airport Zoning Board of Appeals, after the notice of appeal has been filed with it, that by reason of the facts stated in the certificate a stay would in the opinion of the Airport Zoning Inspector cause imminent peril to life or property. In such case, proceedings shall not be stayed except by order of the Airport Zoning Board of Appeals for just cause shown.
- (d) The Airport Zoning Board of Appeals shall fix a reasonable time for hearing appeals, give public notice, and due notice to the parties in interest, and decide the same within a reasonable time. At the hearing, any party may appear in person or by attorney, and shall comply with the rules for adjudicatory/quasi-judicial hearings adopted by the Airport Zoning Board of Appeals.
- (e) The Airport Zoning Board of Appeals may, in conformity with the provisions of these Regulations, reverse or affirm, in whole or in part, or modify the order, requirement, decision, or determination appealed from and may make such order, requirement, or determination as may be appropriate under the circumstances.
- (f) The Airport Zoning Board of Appeals, in conformity with Sections 4563.01 to 4563.21, inclusive, of the Ohio Revised Code, may reverse, affirm wholly or partly, or modify, the order, requirement, decision, or determination appealed from.
- (g) Any person aggrieved, or any taxpayer, or any legislative authority, or the Airport Zoning Board affected, by any order or decision of the Airport Zoning Board of Appeals, at their sole cost, may appeal within thirty (30) days of the date of such written order or decision to the Court of Common Pleas of the county in which the affected real estate lies, as provided for by Section 4563.19, of the Ohio Revised Code.

Section 9 CONFLICTS OF ZONING REGULATIONS

In accordance with Section 4563.04 of the Ohio Revised Code, in the event of conflict between these Regulations, and any other zoning regulations applicable to the same area, whether the conflict be with respect to the height of structures or objects of natural growth, the use of land in respect to the height of structures and whether such other regulations were adopted by the political subdivision which adopted the airport zoning regulations or by some other political subdivision, the limitation or requirement best calculated to insure air traffic safety as determined by the Airport Zoning Inspector shall govern.

Section 10 SEVERABILITY

If any section or provision of these Regulations or the application thereof to any person or circumstance be decided by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of these Regulations as a whole, or any part thereof other than the part so held to be unconstitutional or invalid, and to this end the provisions of these Regulations are declared severable.

Section 11 AMENDMENTS

The Airport Zoning Board, by a majority vote of its members, may from time to time, on its own motion or on the written applications of any affected taxpayer or political subdivision located within the Airport Hazard Area, amend, change or supplement these Regulations. But no such amendment or change shall be made except after public hearing before the Airport Zoning Board at which parties in interest and citizens shall have an opportunity to be heard and after proper notice has been published, as provided in Section 4563.06 of the Ohio Revised Code.

Section 12 EFFECTIVE DATE

These Regulations shall be in full force and effect from and after the earliest period allowed by law following publication, posting and passage of legislation thereof after a public hearing in relation thereto, by the Airport Zoning Board in accordance with Section 4563.06 of the Ohio Revised Code.

emailed
4/13/18

LEGAL NOTICE – AIRPORT ZONING

The Warren County Commissioners will hold a public hearing in the Commissioners Meeting Room, 406 Justice Drive, Lebanon, Ohio, on May 29, 2018, at 9:00 a.m. to consider text and map amendments to the Warren County Airport Zoning Regulations.

These proposed amendments can be viewed in the Commissioners Office, above address, Monday-Friday, 8:00 a.m. - 5:00 p.m.

By order of the Warren County Board of Commissioners.

Tina Osborne, Clerk

* * * * *

Please publish in Journal-News Pulse of Lebanon and Mason one (1) time on April 22, 2018.

Please send proof of publication to Erynn Hartmann as soon as possible.

Resolution

Number 18-0872

Adopted Date May 29, 2018

APPROVE ENGINEERING AGREEMENT WITH AECOM TECHNICAL SERVICES INC., FOR THE DESIGN OF WATER TREATMENT PLANT UPGRADES AND SOFTENING FACILITIES AND APPROVE PURCHASE ORDER NO. 25074

WHEREAS, this Board of County Commissioners (the "Board") of the County of Warren, Ohio (the "County") recognizing the need for improvements to the County's water treatment facilities to provide additional capacity, improved water quality, and an increased level of service in the form of softened water to its customers, directed the Warren County Water and Sewer Department on September 5, 2017, through Resolution 17-1391, to issue a Request for Qualifications for aforesated improvements; and

WHEREAS, Section 153.65-71 of the Ohio Revised Code identifies the requirements and procedures for procuring the services of a consulting engineering firm for the development of detailed plans, specifications, and bid documents for the aforesated project; and

WHEREAS, five qualification submittals from engineering consulting companies were received, reviewed and evaluated by a review committee established by the Commissioners with the results of the review provided to the Board during a public work session; and

WHEREAS, on January 9, 2018 this Board interviewed the top three ranked engineering firms; and

WHEREAS, on January 23, 2018 this Board during a publically held work session discussed and ranked the engineering firms, of which a copy is attached hereto and made a part hereof; and

WHEREAS, this Board, on January 23, 2018, adopted Resolution 18-0096 directing the Water and Sewer Department to negotiate a contract for Engineering Services with AECOM.; and

NOW THEREFORE BE IT RESOLVED, to enter into an Agreement with AECOM Technical Services, Inc., for study and design engineering services for the above referenced project, subject to the following conditions:

1. The scope of services shall be as stipulated in the "Engineering Agreement" attached hereto and made part thereof.
2. Compensation shall be in accordance with the provisions of the "Engineering Agreement" and the attachment thereto.

BE IT FURTHER RESOLVED to approve Purchase Order number 25074 in the amount of \$4,519,000 for said engineering services.


RESOLUTION #18-0872
MAY 29, 2018
PAGE 2

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

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

Resolution adopted this 29th day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a- AECOM Technical Services
Water/Sewer (file)
Project File

**ENGINEERING AGREEMENT
WATER TREATMENT PLANT MEMBRANE SOFTENING UPGRADES PROJECT**

This professional engineering agreement ("Agreement") made and entered into on the date last stated below, by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter called the "County"), and AECOM Technical Services, Inc., 277 West Nationwide Boulevard, Columbus, Ohio 43215 (hereinafter called the "Consultant").

WITNESSETH:

WHEREAS, the County desires professional engineering services for the preparation of construction drawings, specifications, and surveying services for **membrane softening upgrades project**, consisting of the following:

Preliminary and final design of membrane softening improvements at both the Richard Renneker and Franklin-Clearcreek Water Treatment Plants, including all reasonable and customary features as is detailed in **Attachment 1 - Scope of Services**.

WHEREAS, the Consultant was selected for this project in accordance with applicable state procurement regulations (Ohio Revised Code §§ 153.66 through 153.69), which consisted of a public announcement for qualifications/proposals and interviews; and

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

I. SCOPE OF SERVICES

See Attachment 1 – **Scope of Services**

II. COUNTY RESPONSIBILITIES

The County shall supply the following data to the Consultant:

1. Provide full information as to the requirements for the project.
2. Assist Consultant by placing at his disposal all available information pertinent to the project. Furnish copies at no charge.
3. Examine all studies, reports, sketches, drawings, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as deemed appropriate for

such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant. Provide prompt written notice to the Consultant whether County observes or otherwise becomes aware of any defect in the project.

4. Make all County GIS mapping, aerial photography, aerial mapping horizontal and vertical control data and property identification and ownership data available to Consultant. All such data shall be compiled by the County and transferred to the Consultant at no charge.
5. Provide access to Consultant's staff for field visits to the site(s).

III. COMPENSATION

1. The Consultant's services shall commence upon the written authorization by the County to proceed as limited and stipulated by said written authorization. Any variation in scope of work and/or compensation relative thereto must be upon written authorization of the County.
2. All services performed pursuant to this Agreement shall be on a "per-hour" basis for the principals and employees of the Consultant and Subconsultants, in accordance with **Attachment 2 - Current Fee Schedule**, no lump sum fees. It is to be noted that actual salary hourly rates, multiplied by a multiplier as outlined in Attachment 2 to cover customer overhead and profit will be utilized in lieu of the fee schedule.
3. The Consultant shall be reimbursed for direct expenses, such as cost for travel, telephone toll charges, reproductions of documents and drawings, etc. incurred in connection with performing work under this Agreement.
4. Based on the requirements of the construction contract documents, specifications, and detail plans described herein, total compensation for all services performed under this Agreement, and all direct reimbursable expenses, shall not exceed the following amounts:

See **Attachment 3 – Compensation by Task**

Invoices shall contain Employee Name, Title, Hours Worked, and Task associated with Hours Worked.

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

IV. Documents and Contract Documents

County alone shall own the Consultant's project related documents, construction drawings, survey results, and work product (hereinafter Project Documents). County shall have every right, title, and interest in such Project Documents from the moment of creation, as related to this project. Consultant shall submit all Project Documents to County by electronic files.

Consultant grants to County an irrevocable, non-exclusive, perpetual, freely assignable, and royalty-free license to copy, reproduce, distribute, and otherwise use the Consultant's Project Documents including standard details and specifications for all project related purposes, such as but not limited to owning, financing, constructing, testing, commissioning, decommissioning, using, operating, maintaining, repairing, modifying, selling, obtaining insurance for, and obtaining permits for the project before, during, and after termination or completion of this Agreement.

Consultant may retain any copies of the Project Documents for information, reference, and the performance of project related professional services. Consultant shall have a non-exclusive, royalty free license to copy, reproduce, distribute, and otherwise use the Project Documents in relation to the performance of the project related professional services, including any Additional Services.

V. SCHEDULE FOR COMPLETION OF ENGINEERING TASKS

Time to complete each task from the Notice of Authorization to Proceed is as follows:

See Attachment 4 - Proposed Schedule

Project schedule may vary based upon review agency comments and schedule; easement acquisition; and other items out of the control of the engineer including:

1. Services resulting from significant changes in general scope of the project, such as revising previously approved studies, reports, design documents, drawings or specifications when such revisions are due to causes beyond the control of the Consultant.
2. Furnishing the services of special consultants for other than normal civil, structural, mechanical, and electrical engineering and normal architectural design incidental thereto and not specifically included in the scope of work herein.
3. Special field investigations not specifically included in the scope of work herein, including, but not limited to, the taking of borings and laboratory testing of soil and rock samples.

4. Boundary surveys, legal descriptions, plats, and easement exhibits.
5. Services/increased fees resulting from changes in the schedule of the project beyond the control of the Consultant.

VI. SUPPLEMENTARY SERVICES

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

VII. INSURANCE

Prior to the commencement of any work, Consultant shall obtain and maintain in force at its sole cost and expense, Comprehensive General or professional liability and Automobile Liability Insurance (covering use of owned, non-owned, or hired vehicles) providing single limit coverage of One Million Dollars (\$1,000,000), with no interruption of coverage during the entire term of this Agreement. Consultant further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this Agreement is terminated, Consultant shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement. Consultant shall provide County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to County. With the exception of Professional Liability, such liability insurance policies shall contain provisions insuring the contractual liability assumed hereunder, naming the County as an additional insured with respect to the work under this Agreement and providing that such insurance is primary to any liability insurance carried by the County.

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

VIII. INDEMNIFICATION

Consultant shall defend, indemnify, protect, and save County harmless from loss, claims, expenses, causes of action, costs and reasonable attorney's fees, damages, , to the extent arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by Consultant, its agents, employees, licensees, contractors, subcontractors; (b) the failure of Consultant, its agents, employees,

licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of Consultant, its agents, employees, licensees, contracts, or subcontractors that result in injury to persons or damage to property.

CONSEQUENTIAL DAMAGES WAIVER IN NO EVENT SHALL EITHER PARTY, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS, OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IX. STANDARDS AND PRINCIPLES

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

X. POLICY OF NON-DISCRIMINATION

Consultant and its staff shall act in a non-discriminatory manner both as an employer and as a service provider and will not discriminate with regard to race, color, national origin, religion, age, sex or handicap.

XI. PARTIES AND RELATIONSHIP OF PARTIES

Whenever the terms County and Consultant are used herein, these terms shall include without exception the employees, agents, successors, assigns, and or authorized representatives of County and Consultant.

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement. The parties expressly acknowledge and agree that with respected to any payments made to Consultant hereunder that Warren County will issue a form *1099-MISC* to Consultant and Consultant will be solely responsible for her own income tax obligations including but not limited to being subject to Self-employment Tax, and Warren County shall not: (i) withhold or pay FICA (Social Security & Medicare) or other federal, state or local income or other taxes or charges for Consultant; (ii) withhold or pay to the Ohio Public Employment Retirement System; (iii) comply with or contribute to state worker's compensation, unemployment or other such governmental funds or programs. Consultant also acknowledges that as an independent contractor, Consultant will not be given the right to participate in any employee benefit, insurance plan or any other plan or fringe benefit that is maintained, established or provided by Warren County for its employees including but not limited to: (i) accrued sick, vacation, personal day or holiday leave; or, (ii) health, life, dental, or vision insurance.

XII. GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. Consultant and County stipulate that the venue for any disputes hereunder shall be the Warren County Court of Common Pleas.

XIII. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between Consultant and County with respect to the subject matter thereof, and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, or agreements, or otherwise, not herein contained shall be of any force or effect.

XIV. MODIFICATION OR AMENDMENT

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

XV. CONSTRUCTION

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

XVI. WAIVER

No waiver by either party of any breach of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be, or construed as a further or continuing waiver of any such breach or as a waiver of any breach of any provision of this Agreement. The failure of either party at any time or times to require performance of any provision of this Agreement shall in no manner effect such party's right to enforce the same at a later time.

XVI. ASSIGNMENT

Neither party shall assign, delegate or transfer any of its rights or any of its duties under this Agreement without written consent of each other. Unless specifically

stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing in this provision, however, will prevent Consultant from employing such independent professional consultants, associates and subcontractors as it may deem appropriate to assist in the performance of services hereinunder.

XVII. NOTICES

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

TO: Warren County Commissioners Office
Attn. County Administrator
406 Justice Drive
Lebanon, Ohio 45036
(513) 695-1250

TO: Christopher Wojnicz, PE
Assistant Sanitary Engineer
406 Justice Drive
Lebanon, Ohio 45036
(513) 695-1646

XVIII. TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

County may terminate or suspend performance of this Agreement in part or in its entirety for County's convenience upon written notice to the Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the County. If termination or suspension is for County's convenience, County shall pay Consultant for all services performed to date of termination.

XIX. AUTHORITY AND EXECUTION

ENGINEER:

IN EXECUTION WHEREOF, AECOM Technical Services, Inc., has caused this

agreement to be executed by Robert T. Shoaf, its Vice-President, on the date stated below, pursuant to a corporate resolution, a copy of which is attached hereto.

CONSULTANT'S NAME

SIGNATURE: Robert T. Shoaf

PRINTED NAME: Robert T. Shoaf

TITLE: Vice President

DATE: 29 MAY 2018

COUNTY:

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by David G. Young, its Vice President, on the date stated below, pursuant to Resolution No. 19-0072, dated 5/29/18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]

PRINTED NAME: David Young

TITLE: Vice President

DATE: 5/29/18

Approved as to form:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]
Assistant Prosecutor

Attachment 2 – Current Fee Schedule

I. CURRENT FEE SCHEDULE

County agrees to pay the Consultant for any work performed under this Agreement upon Written Notice to Proceed. Compensation for labor costs shall be based upon direct employee labor costs times a fixed labor multiplier of 3.1. The fixed labor multiplier represents the total direct employee labor costs, overhead, and consultant profit to be paid for this work. Non-salary direct project expenses, such as mileage, traveling costs, copies, subconsultant costs, etc. are not subject to the above described multiplier. The following are the range of direct employee labor costs to be used for this project:

LABOR CLASSIFICATION	ESTIMATED RANGE OF DIRECT EMPLOYEE LABOR COSTS	
Principal Engineer	\$250 -	\$310
Senior Project Manager	\$220 -	\$250
Senior Project Engineer	\$143 -	\$195
Project Engineer	\$120 -	\$171
Jr. Engineer	\$90 -	\$130
Sr. Designer / CADD	\$87 -	\$118
Modeller	\$124 -	\$140
Sr. Construction Administrator	\$140 -	\$180
RPR	\$90 -	\$100
Clerical	\$60 -	\$95

In addition to labor costs, the County will reimburse the Consultant for the non-salary direct project expenses applicable for the project. Reimbursable direct project expenses shall be defined as the non-labor cost of in-office and out-of-office expenses which are directly allocable to the services performed under this Agreement. Direct project reimbursable expenses may include vehicle rental or mileage, meals, lodging, transportation expenses, printing, reproduction, and work performed by subconsultants. Computer software, hardware expenses, computer usage, postage, and long distance phone costs shall not be reimbursable expenses under this contract.

II. REIMBURSABLE EXPENSES SCHEDULE

Local Mileage Reimbursement
Subcontract Services

Current Federal Reimbursement Rate
At cost

Attachment 3 – Compensation by Task

Task	1,2,3	Preliminary, Detail Design, and Permitting	\$2,708,000
Task	4	Required Minor Distribution System Modifications	\$25,000
Task	5	Distribution System Modeling	\$23,000
Task	6	Bidding	\$45,000
Task	7	Construction Administration	\$1,356,000
Task	8	Resident Project Representative	\$337,000
		Total	\$4,494,000
Task	3a	Easements (Per Easement)	\$2,500

Attachment 4 - Proposed Schedule

See proposed schedule (attached) for a general framework of the expected duration of the design and approval process, subject to County and Ohio EPA reviews, and the County's desired timeframe for bidding and construction of the project.

**ATTACHMENT 1
SCOPE OF SERVICES**

**WARREN COUNTY – WATER SOFTENING PROJECT
RICHARD RENNEKER AND FRANKLIN-CLEARCREEK WATER TREATMENT PLANTS**

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Project Understanding

Warren County wishes to construct membrane softening at both the Richard A. Renneker WTP and the Franklin-Clearcreek Water Treatment Plant (adjacent to the existing Shelly Booster Station). It is the County's desire to complete the design and construction of both water treatment plants at the same time if possible. The Renneker WTP shall have an approved capacity of 14 MGD with the ability to expand to 22 MGD and the Franklin-Clearcreek WTP shall have an approved capacity of 15 MGD with the ability to expand to 30 MGD.

For the purposes of this scoping document, the terms *AECOM*, *AECOM Team*, or *Consultant* are used interchangeably and include any and all firms under the Prime consultant AECOM. While this team will be a cohesive team that can have fluid boundaries, a general understanding of tasks that each firm will be performing is as follows:

1. AECOM: Overall project management, project direction, process design lead, membrane design, electrical and instrumentation/controls, mechanical (HVAC/plumbing), Ohio EPA permitting lead (DDAGW), NPDES permit lead, construction administration lead.
2. Arcadis: Support of AECOM in hydraulics, wellfield hydraulics, site work (inside the fence), hydraulic modelling, construction services support, and full-time Resident Project Representative.
3. Infrastructure and Development Inc (IDE): Geotechnical engineering and detailed design of concentrate line for both plants.
4. RA Consultants: Surveying for both plants, detailed design of required waterline improvements at the north water system.

Task 1 Preliminary Design

1. Kick-Off Meeting:

The AECOM team will meet with the Warren County team to discuss the project goals and constraints, to discuss preliminary membrane design, and to review the County's existing infrastructure. An agenda shall be prepared and submitted for review that will, at a minimum, contain the following items for discussion:

- a. Introduction of Team Members.
- b. Summary of project scope for this project, schedules and key issues.
- c. List of key information requirements from the County including dates that information is needed.
- d. County's requirements and preferences related to the facility daily operations.
- e. Proposed format for progress reports and invoices
- f. Communication protocols
- g. Schedule for progress meetings
- h. Protocols and procedures for field reconnaissance activities

2. Project Review Meetings:

AECOM will participate in project review meetings with the County staff bi-monthly or as required by the County during the design. AECOM will prepare an agenda, in consultation with County staff, for each meeting, including an initial project meeting. AECOM will produce a one page summary of past, current, and future progress. AECOM shall advise and discuss with the County staff important development and decisions needed between bi-monthly meetings as needed.

3. Meeting Minutes:

AECOM will prepare summary minutes of all other meetings held with County staff and/or agents, contractors, Ohio EPA, subcontractors, and pertinent personnel of other organizations. Minutes will be prepared with pertinent action items and major decisions. Due to the potential frequency and informality of such meetings, minutes could be in the form of e-mail communications from time to time.

4. Review of Record Drawings, Maintenance and Operation Data:

AECOM shall develop and submit an initial prioritized list of required data and information to the County. AECOM will collect and review all relevant literature, programs and studies done for and/or by the County.

PRELIMINARY ENGINEERING REPORT

It is anticipated that funding from Ohio EPAs Drinking Water Assistance Fund through the Division of Environmental and Financial Assistance (DEFA) will be secured. As such, a Preliminary Engineering Report (PER) must be prepared to satisfy their requirements and provide a detailed overview of the proposed improvements including capacities and details at the water treatment plants but also any distribution system improvements and other miscellaneous improvements that will be financed through the program. The PER will include basis of design information for each plant, will reference/summarize previously prepared documents for selection of alternatives, and will include the customary requirements of DEFA including environmental information and public participation.

AECOM shall prepare a preliminary engineering report (PER) that shall serve as the basis of design throughout this task and provides a summary of information needed for Ohio EPAs DEFA team. AECOM will revise the PER based on County comments received after submittal. Items to be addressed in this PER shall include the following:

1. Summary of existing data
2. Estimated construction costs and life cycle costs
3. Preliminary drawing list
4. Design flows analysis and plant capacity review
5. Other design criteria
6. Process schematics and conceptual building layout
7. Preliminary plant hydraulic profile, including hydraulics/storage between wellfields and membranes.
8. NF/RO equipment preliminary design
9. Post-membrane treatment, including chemical addition and potential air stripping
10. Concentrate discharge calculations and initial sizing / routing
11. Instrumentation and Controls system overview and improvements
12. Electrical system improvements, including additional evaluation of generator and on-site power generation facilities
13. Basis of design for site lighting and utilities, storm drainage, and roadways

14. Degasification Analysis.

15. The well field capacities as submitted to Ohio EPA shall be reviewed and shall be tabulated to show firm capacity as part of an Approved Capacity Document. If the actual capacities are greater than those known at Ohio EPA, AECOM will utilize testing records by the County in order to gain the higher rating.

REVIEW OF POTENTIAL ALIGNMENTS

The Consultant shall recommend the alignment for water mains and concentrate mains to their destination/discharge points. The recommendation shall include consideration for cost, number of easements required, constructability, hydraulics, accessibility for operation and maintenance. The Consultant shall anticipate meeting with the County Project Manager and affected individual property owners to review the potential impacts and possible mitigative solutions.

The County will select the final alignment. The alignment investigation and final selection will be described in the preliminary engineering report.

ENVIRONMENTAL INVESTIGATION

Consultant shall complete any environmental investigations required to complete the design of this project, including, but not limited to, Ohio EPA 401/404 Permitting, US Army Corps Permitting, Ohio Historical Society Approval, ODNR Approval, National Park Service Approval, etc.

PREPARE PRELIMINARY DESIGN DRAWINGS

Prepare preliminary design drawings for review and approval by County staff, and the local governing authority. Preliminary detailed design drawings shall be to the same scale and on the same size drawings as final detailed design drawings.

DELIVERABLE:

The final deliverable for task 1 shall include three (3) bound hard copies of the PER and one electronic copy in PDF format.

Task 2 Detailed Design

This project will produce project documents for two separately bidding projects that will bid at the same time and have the option for contractors to bid separately or combined; one for the Franklin-Clearcreek WTP Improvements, the second for the Richard A Renneker WTP Improvements. These projects and their design shall follow the traditional Design-Bid-Build project delivery method.

Preliminary and detailed design shall include the following elements as applicable; Civil, Structural, Mechanical, Electrical/Instrumentation, Architectural, Plumbing and HVAC. Each bid set shall be

complete as to plans and specifications. Design shall conform to the most recent version of the Ohio Building Code at the time of the Contract Execution.

The common elements to both plants are generalized in the paragraphs that follow. More specific plant-specific scope items are further below.

1. Prepare a Project Manual to include an advertisement for bids, information to bidders, unit price proposal or lump sum proposal form, bonds, contract, and detailed technical specifications. Special forms to be used in conjunction with Ohio EPA funding shall be included in the Project Manual. The specifications will set forth the kind and quality of various materials to be used in construction, the type, capabilities, operating requirements, pertinent tests, guarantees to be met, and similar information needed to solicit competitive bids for construction of the Project. Project Manual shall be reviewed by Warren County Prosecutor's office.
2. Prepare a Bid Submittal Document

Bidders will use the project manual and drawings to prepare their bid, but will submit only the Bid Submittal Document that comprises excerpts of the project manual. The Bid Submittal Document will contain the following excerpts from the project manual:

- Bid Form
 - Bid Security
 - Certification Regarding Debarment, Suspension, and Other Responsibilities
 - Certification Regarding Lobbying, Certification for Contracts, Grants, Loans & Cooperative Agreements
 - Non-Collusion Affidavit
 - Bidder's Qualifications
 - Bidder's Experience Record
 - Proposed List of Subcontractors
 - Contractor's Income Tax Notice
 - American Iron and Steel Acknowledgement (if applicable)
3. Prepare project drawings as 22" x 34" plan sets containing detailed design of the improvements to be performed by the contractor. CAD files shall be provided to Warren County.

- Provide site design of the proposed construction, including grading and paving details, location of all structures, means of ingress and egress, and coordination with other site utilities such as electric and sewer.
- Land Surveying Services: a topographic survey of the proposed access road will be performed to include all aboveground features and utilities. OUPS shall be contacted to mark all underground utilities so they may be located by the survey. All property line boundaries will be surveyed within the project limits. All survey work shall be performed utilizing State Plane Coordinates NAD83 and NAVD88 Horizontal Datum. A TIN shall be created for the site.
- Storm Water Management: A storm water management report detailing the requirements for storm water quality and quantity will be prepared in accordance with County and EPA requirements. Stormwater retention/detention design will be provided if required. A Stormwater Pollution Prevention Plan (SWPPP) shall be developed by the Consultant if required.
- Contract with a local geotechnical subcontractor to create a soil investigation report and perform soil borings in order to recommend foundation design parameters.

AECOM's services under the Detailed Design Phase will be considered complete on the date that the revised submittals incorporating all County and reviewing agency comments have been reviewed and approved by the County.

Richard A. Renneker Water Treatment Plant

1. Prepare process design, including reasonable and customary design features of the chemical feed systems, membrane equipment, and miscellaneous processes. The processes anticipated include the following:
2. Utilize the existing wells and well pumps and associated utilities and piping to the facility;
3. Utilize the existing aerators, detention tanks, and gravity filters for the majority of the pretreatment for the membrane process.
4. Provide suitable post filter storage of filter effluent prior to feeding the membrane process. Controls, level sensors, and operational strategies will be provided to minimize biofouling and maximize flexibility.
5. Reverse osmosis membrane skids, including cartridge filters, booster pumps, membrane vessels, and necessary integral controls/SCADA; membrane cleaning system will also be incorporated.
6. Degasification equipment for the removal of CO₂ from the raw water and to provide stability to the water will be investigated, and the cost analysis provided to the County. If degasification is

desired by the County, degasification towers will likely be provided either on towers or re-pumping facilities will be provided.

7. Utilize the existing clearwells and high service pumping station. The capacity of the high service pumps will be verified, and the capacities will be tabulated as part of an Approved Capacity Document for Ohio EPA and included in the plans for approval. A new high service pump will be designed utilizing the existing space.
8. RO concentrate disposal facilities – proposed to be a cascade aerator with a direct discharge to the Little Miami River through an NPDES Permit.
9. The existing water treatment plant will be generally reviewed for capacity limitations, if any. It is not anticipated that significant capacity deficiencies will be noted.
10. The water treatment plant will be designed for a proposed capacity of 18 MGD but will contain infrastructure for an approved capacity up to 14 MGD. It is likely that fewer membrane skids will be provided initially but the piping and facilities will be designed for the appropriate buildout as desired by the County. It is to be noted that all of the piping and equipment will be designed and sized for buildout but only the equipment deemed appropriate by the County will initially be installed.
11. The chemical feed systems (existing and proposed) shall be designed to contain a minimum of 30 days of supply, and each shall have a day tank, and associated weigh scales and/or level sensors. Proposed chemical feed systems to be designed in the new membrane building include:
 - a. Antiscalant
 - b. Sodium Bisulfite
 - c. Sodium Hydroxide
 - d. Evaluate the existing Chemical Feed Building to determine and design any required improvements for the following chemical feed systems:
 - i. Sodium hypochlorite
 - ii. Fluoride
 - iii. Corrosion Inhibitor (likely orthophosphate)
12. The hydraulic profile of the existing plant, including wellfield to new membranes will be evaluated, and the new membrane process will be designed to operate within. Controls and level sensors shall be reviewed and/or designed to provide the County with an operational strategy.

13. The existing UV reactor (24-inch Trojan UV Swift) will be relocated to the new membrane building likely on the membrane bypass stream. The UV reactor will be designed with future Ohio EPA disinfection credits in mind but not incorporated into this project.
14. All pumps, processes, analyzers, chemical feed facilities, and instruments will be tied into and coordinated with the County's VTSCADA software package, including all SCADA implementation. Functional descriptions and I/O lists to be developed. If desired by the County, SCADA system integrators shall be prequalified prior to the bid.
15. Prepare architectural, structural, mechanical, and electrical details to enable the construction of a building to house the membrane water softening equipment. Ancillary items anticipated include:
 - a. Electrical Room or Area
 - b. Existing Electrical Generator to be reused. It is assumed that an additional generator will be provided via a supplemental generator. AECOM will consult with the County and advise how much generator will be required for various County-desired levels of service.
 - c. Control Room
 - d. Process Room – housing the membrane skids and chemical feed systems.
 - e. Restroom Facility (as required by code).
 - f. Chemical Feed Room(s) / area, as required
 - g. Storage Room
 - h. Maintenance Room with 12' x 12' Door
16. Provide estimates of probable construction cost for planning and funding purposes at 60%, 90% and final submittals.
17. AECOM will provide progress submittals at the 30%, 60%, and 90% completion milestones and will meet with the County after each submittal to discuss.
18. Desktop Corrosion Study should be conducted and submitted to OEPA.
19. System Integration, including programming of PLCs and VTSCADA shall be performed under separate contract.

Franklin-Clearcreek Water Treatment Plant

1. Prepare process design, including reasonable and customary design features of the chemical feed systems, membrane equipment, and miscellaneous processes.

2. Utilize the existing wells and well pumps and associated utilities and piping to the facility;
3. Convert the existing chemical feed building at the north wellfield to eliminate the fluoride feed and sodium hypochlorite feed system and provide a sodium bisulfite and/or acid feed system in attempts to keep the well field supply anaerobic on route to the proposed water plant.
4. Advise the County in performing field testing including the use of a cartridge filter running on combined wellfield prior to any chemical feed.
5. It is the intent to provide a direct anaerobic feed to the membrane processes. However, considerations for a future filter building (if ever needed) will be provided; blind flange connections and schematic/conceptual design of this process will be provided.
6. Direct feed to reverse osmosis membrane skids, including cartridge filters, booster pumps, membrane vessels, and necessary integral controls/SCADA; membrane cleaning system will also be incorporated.
7. Degasification equipment for the removal of CO₂ from the raw water and to provide stability to the water will be investigated, and the cost analysis provided to the County. If degasification is desired by the County, degasification towers will likely be provided either on towers or re-pumping facilities will be provided.
8. Utilize the existing clearwells and high service pumping station. The capacity of the high service pumps will be verified and the capacities will be tabulated as part of an Approved Capacity Document for Ohio EPA and included in the plans for approval.
9. RO concentrate disposal facilities – proposed to be with a direct discharge to the Great Miami River through an NPDES Permit either directly to the river or downstream of the existing Franklin Area Wastewater Treatment Plant. A means to provide dissolved oxygen to the discharge will be designed if required.
10. The water treatment plant will be designed for a proposed process capacity of 30 MGD but will contain infrastructure/building for an initial capacity up to 15 MGD. It is likely that fewer membrane skids will be provided initially but the piping will be designed for the appropriate buildout as desired by the County. It is to be noted that all of the piping and equipment will be designed and sized for buildout but only the equipment deemed appropriate by the County will initially be installed.
11. The chemical feed systems (existing and proposed) shall be designed to contain a minimum of 30 days of supply, and each shall have a day tank, and associated weigh scales and/or level sensors. Proposed chemical feed systems to be designed in the new membrane building include:
 - a. Antiscalant
 - b. Sodium Bisulfite

- c. Sodium Hydroxide
 - d. Sodium hypochlorite
 - e. Fluoride
 - f. Corrosion Inhibitor (likely orthophosphate)
12. The well field capacities as submitted to Ohio EPA shall be reviewed and shall be tabulated to show firm capacity as part of an Approved Capacity Document. If the actual capacities are greater than those known at Ohio EPA, AECOM will utilize testing records by the County in order to gain the higher rating.
13. All pumps, processes, analyzers, chemical feed facilities, and instruments will be tied into and coordinated with the County's VTSCADA software package, including all SCADA implementation. Functional descriptions and I/O lists to be developed. If desired by the County, SCADA system integrators shall be prequalified prior to the bid.
14. Prepare architectural, structural, mechanical, and electrical details to enable the construction of a building to house the membrane water softening equipment. Ancillary items anticipated include:
- a. Electrical Room or Area
 - b. Existing Electrical Generator to be reused
 - c. Control Room
 - d. Process Room – housing the membrane skids and chemical feed systems.
 - e. Restroom Facility
 - f. Break Room / Conference Area
 - g. Chemical Feed Room(s) / area, as required
 - h. Storage Room
 - i. Maintenance Room with 12'x12' door.
 - j. Lab Facility
15. Provide estimates of probable construction cost for planning and funding purposes at 60%, 90% and final submittals.
16. AECOM will provide progress submittals at the 30%, 60%, and 90% completion milestones and will meet with the County after each submittal to discuss.

17. System Integration, including programming of PLCs and VTSCADA shall be performed under separate contract.

DELIVERABLE

For each milestone (30%, 60%, and 90%), up to three (3) hard copies of the project drawings and (1) hardcopy specification set will be provided for each treatment plant. Each milestone will also include one electronic copy of the plans and specifications in PDF format. It is assumed that the 30% submittal will not include specifications, and the 60% submittal will be limited specifications. The final deliverable will include one set of drawings and specifications for each treatment plant, which will address received and applicable regulatory comments (see task 3) and is considered ready for bidding.

Task 3 Permitting

AECOM will assist the County to prepare and submit the following permit applications (fees to be paid by the Owner) for each Water Treatment Plant, including required plan sets.:

1. Ohio EPA - Division of Drinking Water Plan Review
2. Ohio EPA - Division of Surface Water Plan Review
3. Ohio EPA Permit to Install
4. Ohio EPA NPDES Permit / Anti-Degradation Addendum
5. Ohio EPA SWPPP
6. Ohio EPA 401/404
7. Army Corps Permit
8. Ohio SHPO Approval
9. ODNR Approval
10. National Park Service Approval
11. Ohio EPA Laboratory Approval
12. Building Permits
13. Regional Planning Commission Zoning Approval (assist County only by providing plans and elevations as required)

The consultant shall revise detailed construction plans, specifications and estimates of cost to obtain approval from all jurisdictions as required above.

DELIVERABLE

AECOM will provide all necessary drawings, specifications, and permit applications to the appropriate regulatory agency. Permit fees associated with regulatory review shall be paid by the Owner.

Task 3a Easements

The Consultant's easement and land purchase preparation task shall include the following:

PREPARE DETAILED EASEMENT

Perform land boundary surveys in accordance with easement acquisition and land purchase needs along the selected alignment, and building sites and set property pins at all corners of purchased land.

Prepare detailed easement and land purchase description documents that can be used by County staff or its agents in negotiating easements and land purchase with the appropriate property owners. Such documents shall include the complete listing of all names and addresses of the owners of the properties involved and an 8 ½" x 11" drawing of each easement, to be attached to the easement deeds and recorded.

A total of five (5) easements is assumed for scoping purposes. Additional required easements beyond this amount will require additional authorization and compensation by the County.

Prepare final and revised easement documents, after negotiations have been concluded, that can be recorded appropriately.

Documents shall be on standard County forms or in a form acceptable to the Prosecutor.

DELIVERABLE

All completed easement documents, as described above, shall be considered the final deliverable.

Task 4 Required Minor Distribution System Modifications

It is understood that there are some water customers that are directly fed from the Franklin-Clearcreek Wellfield. As the chlorination and fluoride feed will be discontinued at the wellfield, additional infrastructure improvements will be required to reconnect these users with finished water from the Shelly Booster Station (Franklin-Clearcreek Water Treatment Plant). The design tasks under this item include the detailed design of distribution system improvements to allow the change in operations. As the sequencing of the conversion is critical and tied in so much with the Franklin-Clearcreek plant construction, it is recommended that these projects be tied together.

DELIVERABLE

Any improvements required for the distribution system will be included in the design documents described in Task 2 and represented in those deliverables.

Task 5 Distribution System Modeling

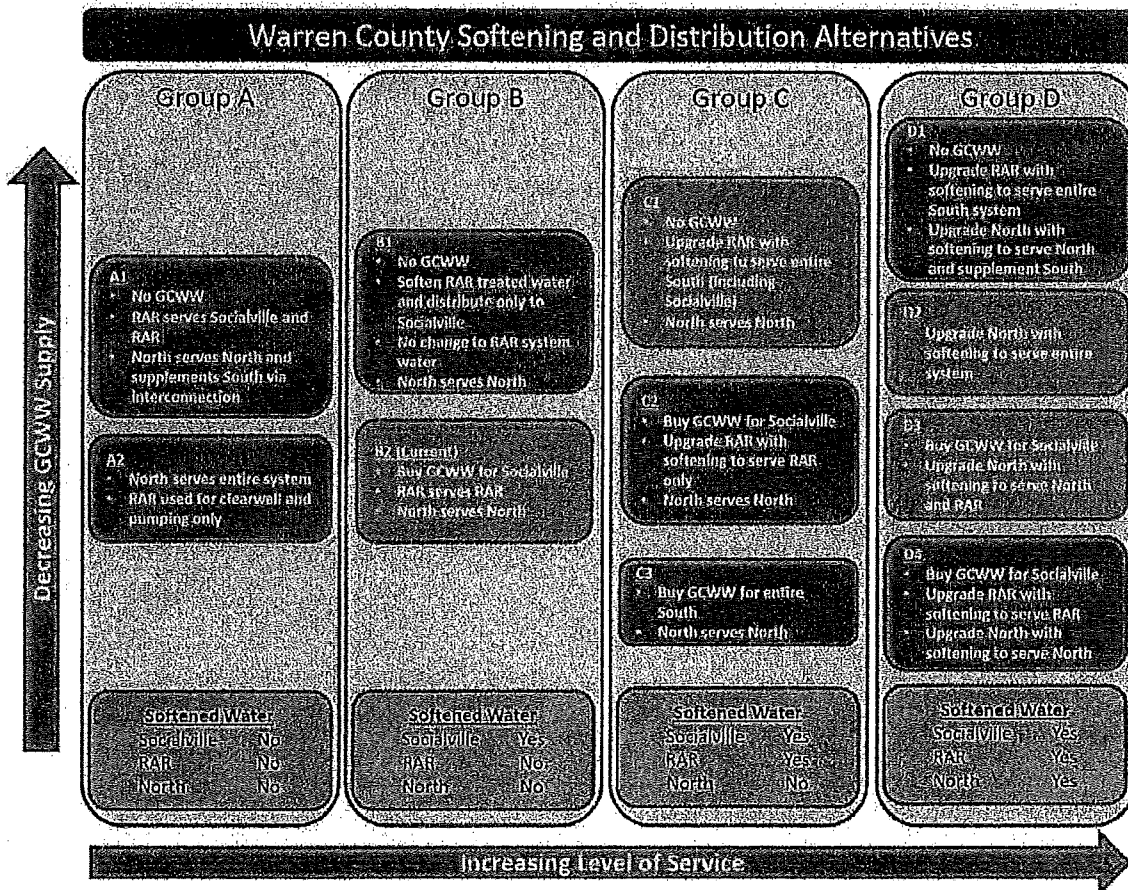
Scenario Distribution System Improvements Investigation

The County's hydraulic distribution system model will be used to determine recommended system improvements in the South System served by the RARWTP under a 2025 maximum day demand scenario. This scenario will be similar to Alternative C1 evaluated under the water master plan, where the County will be supplying all customer demands without reliance on GCWW. Raw water supply requirements will be reviewed based on projected demands and any additional distribution system improvements will be identified. This work will build upon previous efforts conducted during the Water Master Plan Update.

Water Main Break Workshop and Modeling Investigations

A workshop will be held discuss potential reasons for the increase in water main breaks in the RARWTP service area. One potential cause of the breaks is believed to be related to the high service pump discharge pressures at the RAR WTP. It has been observed that when the discharge pressures exceed 90 psi, breaks are likely to occur. This is a much lower discharge pressure threshold than was observed in the past. The anticipated increase in discharge pressure at Renneker WTP that will be necessary to service the Socialville area will exacerbate these breaks if pump discharge pressure is confirmed as the cause. The County will prepare a list of scenarios for estimating maximum pipe pressures within the hydraulic model. The latest version of model, last updated by Arcadis, will be used for this analysis. It is assumed that no additional model updates or recalibration will be required as a part of this task. The County will provide data on any recent water main breaks and any recently collected flow and/or hydrant pressure information. SCADA data review and mapping of the break locations will also be included.

A workshop of approximately 4-hours is anticipated. It is assumed that 4-6 scenarios will be investigated using the model.



Surge Modeling (Optional Task)

The cause of the recent water main breaks in the RARWTP service area may be attributed to surge pressures rather than normal operating pressures. To determine if surge may be the cause for these breaks, a surge analysis may be recommended using the County's WaterGEMS model. The County's distribution system model will be utilized as the baseline transient model in Bentley's Hammer CONNECT, for detailed analyses of potential hydraulic transient conditions that may occur during normal pump startup and shut-down operations.

For this task, the distribution network and facilities serving the RARWTP zone will be imported into the Hammer CONNECT software, the network will be skeletonized to remove all small diameter pipes and keep just the major distribution lines. Additional data inputs will be added to the pump stations and tanks to develop the transient surge model. A detailed data request will be submitted to obtain additional information on the pump stations and tanks servicing the RARWTP zone where the line breaks have occurred.

The output of the transient modeling analyses will provide information to determine how the normal pump startup operations at RARWTP, affected the pressures around the main break location. To maximize the accuracy of the transient analysis model, existing SCADA data will be used to verify model

calibration. It is anticipated that three (3) scenarios will need to be developed and executed in the transient model. These scenarios may include:

1. Emergency shutdown
2. Normal Pump Startup Operations
3. Normal Pump Shut-down Operations

An emergency shutdown scenario will be the worst-case scenario. Normal pump startup and shut-down operations will be analyzed under average and maximum demand conditions. Minimum and maximum allowable transient pressures will be assessed for the existing mains and distribution piping based on pipe material and condition of the pipes. The transient pressures in various pipelines within the zone of influence will be reviewed and compared to allowable pressures. Another optional scenario would be to analyze surge pressures during valve closures for system maintenance. The final selection of scenarios to be modeled will be based on the outcome of the data review and workshop discussions.

A memorandum will be developed summarizing the transient analysis modeling effort. The memo will describe the model, the analyses performed, and the results of the modeling effort. Evaluation of the impact of installing transient suppression devices will not be assessed under this task, since it is outside the scope of services. A draft of the memorandum will be provided to the County for review and comment. All comments will be addressed, and a final memorandum will be issued.

The fee for the Optional Surge Modeling would be \$29,800 if it is selected by the County.

Task 6 Bidding Services

AECOM shall act as the representative of the County and will provide bidding services to facilitate bids from contractors to construct the improvements. The following tasks are included under this phase:

1. Provide bidding documents (including front end and technical specifications, bid forms, detailed construction plans, and information for contractors to bid on the project) to up to two (2) plan rooms in the area.
2. Distribute bidding documents to any interested contractors and vendors.
3. Pre-bid Meeting: We will send all plan holders an electronic (i.e., Outlook) invitation to a pre-bid meeting, to which an agenda will be attached. We recommend that the meeting be convened at least a week after the bid advertisement, late enough that the bidders have had a chance to become familiar with the bidding documents, but soon enough to give them four or five weeks to prepare their bid. Additionally, we recommend that the Instructions to Bidders “strongly encourage” bidders to attend the meeting, but we do not think the County benefits from making the meeting “mandatory” (we think it is unwise to deny a qualified firm the opportunity to submit a bid solely because they were unable to attend this meeting).
4. AECOM will lead and/or participate in the meeting and will email written meeting minutes to the County by close of business on the day after the meeting, for distribution to meeting attendees by the County. The minutes will include a list of meeting attendees, and will list the

comments/questions asked by the bidders and the responses/answers provided by the County or the consultant.

5. Pre-bid meeting information will be disseminated via a Bid Addendum.
6. Answer any questions from prospective bidders regarding the Work.
7. Provide any addenda to clarify the Work, as needed.

Task 7 Construction Administration

1. AECOM shall furnish a Construction Administrator (CA) for the duration of the project. It is anticipated that the construction of the facilities will take approximately twenty-four (24) months – and the number of meetings and the estimated fees are based on such. The responsibilities of the Construction Administrator shall include the following:
2. Based on information obtained during site visits and observations, the CA, for the benefit of County, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. The CA will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. CA's efforts will be directed toward providing the County a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and observations, AECOM will keep County informed of the progress of the Work.
3. Coordinate and direct initial kickoff meeting and all subsequent monthly progress meetings, including distributing agenda prior to meetings and minutes subsequent to meetings;
4. Verify and approve all invoices/contractor pay estimates for payment;
5. Verify that all material certifications are obtained;
6. Monitor and advise County whether all reporting requirements stipulated by the subject funding sources are met. County will be responsible for preparing and submitting the necessary information, including funding distribution or reimbursement requests, to the appropriate agencies.
7. Work closely with property owners, consulting engineers, utility companies, railroads, County representatives, and contractors to resolve problems and facilitate efforts to satisfactorily complete the project on time and on budget. AECOM will respond to written Requests for Information (RFI's), and issue Field Orders and Requests for Proposals (RFP's) as necessary. AECOM will prepare and distribute change orders for appropriate approvals.
8. Upon request from the Contractor, AECOM shall conduct substantial completion inspections and issue a punch list of items remaining to be completed, and monitor completion of the punch list items. AECOM will issue certificates of substantial completion as appropriate. AECOM will

conduct pre-final completion inspections and review punch list items with the Contractor and issue certificate of final completion and acceptance when all Work is completed and the Contractor's obligations under the Contract Documents have been fulfilled.

9. CA's visits and observations are subject to all the limitations on AECOM's authority and responsibility set forth below. Particularly, but without limitation, during or as a result of AECOM's visits or observations of Contractor's Work, AECOM will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.
10. Operations and Maintenance (O&M) Manuals: AECOM will require that each supplier prepare and supply O&M Manuals for their respective equipment. AECOM will forward to the County for incorporation into the reference library for the new water treatment facility. AECOM will also prepare an operations manual highlighting and describing the reverse osmosis process basics, including pretreatment, RO, degasification, troubleshooting, and other operations information on the filtration processes.
11. Pre-construction Meeting: AECOM will organize a preconstruction meeting with the selected contractor. AECOM will print and assemble conformed sets of drawings, specifications, and contracts for delivery and execution at the preconstruction meeting.
12. Monthly Progress Meetings: AECOM will hold monthly progress meetings at the WTP to review progress made during the previous month, and to address any issues with respect to the design and contract documents. Review progress, review logs of RFI's, RFPs, Submittals, Change Orders, Pay Applications, Schedule, budget, completed work, and upcoming work. AECOM will prepare and distribute written minutes of the meeting.
13. Shop Drawing Review: AECOM will review and approve or take other appropriate action in respect to shop drawings, samples, and other data the Contractor is required to submit, for conformance with the information given in the Contract Documents and compatibility with the design concept as a whole. AECOM will coordinate review amongst all engineering disciplines, as required. AECOM shall conduct up to two (2) reviews per submittal item.
14. Change Orders: AECOM will assist the County in the negotiation and preparation of any change orders with the various contractors. Change orders may include issuing drawings and/or specification revisions.
15. Construction Completion / Punch List: Once the Contractor notifies AECOM that the work is ready for its intended purpose, AECOM will conduct a substantial completion inspection and issue a punch list of items remaining to be completed and monitor completion of the punch list items.

16. Operation and Startup: AECOM will provide start-up assistance and shake-down of the equipment installed as part of this project.

Operation & Maintenance Manuals

AECOM will assemble all of the various vendor equipment Operation and Maintenance (O&M) manuals into a concise electronic file directory to be utilized by the County. It is anticipated that an abbreviated controls philosophy, membrane operational considerations / tips will be provided but operational details of wells, pumps, filters and ancillary equipment be provided only by the vendor O&M Manuals.

Record Drawings

At the completion of construction, when the contractor requests Final Payment, the contractor will deliver the "as-built" drawing hand mark-ups to the consultant. The consultant will use the "as built" drawings and all other contract change documents to produce Record Drawings. The Record Drawings submittal will follow the same format requirements as the Bid Ready design documents, including AutoCAD electronic files.

Task 8 Resident Project Representative

The consultant will provide the services of an RPR to observe the progress and quality of the Work. The contractor will be required to obtain permission from the County to work if the RPR is not on-site. The RPR's written daily reports and daily communications with the construction manager will facilitate the compilation of a complete and accurate construction record and provide the construction manager and engineering team with information to enable them to assess whether the Work is proceeding in accordance with the contract documents and approved shop drawings. The RPR will assist the construction manager and engineering team in this assessment.

Consultant shall provide a Resident Project Representative (RPR) to be on-site full-time for the entire anticipated eighteen (18) months of construction. For the purposes of this task, it is assumed that this will consist of three-thousand one-hundred and twenty (3,120) hours based on this duration. This time will be split evenly between the two construction sites (the Franklin-Clearcreek WTP and the Renneker WTP). It is to be noted that this is assumed to be a single RPR performing this work – and that if an additional RPR is requested by the County it will be considered an additional task.

The RPR will be Consultant's agent during construction. He/she will act as a liaison between the County, the contractor, and the consultant, and be supervised by the consultant's construction administrator. His/her primary objective will be to facilitate proper resolution of construction items in accordance with the contract documents. The RPR's services will be limited to the following:

- Attending the pre-construction meeting
- Observing the progress, quality, and quantity of Work
- Assisting in assessing whether the Work accords with the contract documents

- Documenting, via written daily reports, observations made during each site visit
- Assisting in reviewing contractor proposals for changes in the Work
- Reviewing draft versions (a.k.a. “pencil copies”) of each contractor Application for Payment
- Attending construction progress meetings
- Participating in the Substantial Completion inspection and Final Completion inspection

The RPR shall not be authorized to:

- Exceed the limitations of the consultant’ authority as set forth in the Agreement between the County and the consultant and the contract documents
- Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the contract documents and approved by the project engineer or construction administrator.
- Approve/accept any deviation from the contract documents
- Approve/accept any substitution of materials or equipment
- Undertake any of the responsibilities of the contractor, subcontractors, or suppliers
- Advise on, issue directions about, or assume control over site safety
- Recommend that the County occupy the project in whole or in part
- Participate in field or laboratory tests or inspections conducted by others

COUNTY RESPONSIBILITIES

- The County shall designate a representative authorized to act in its behalf with respect to general engineering services requested of AECOM. All direction and authorization shall be by or through such representative.
- If the County deems that auditing, legal, accounting, and insurance counseling services may be necessary for the Project, such services shall be furnished by the County.
- The County shall furnish any required information and services, review all submitted documents, and render decisions pertaining thereto as expeditiously as necessary for the orderly progress of the Work, and so as not to delay the work of AECOM.
- The County shall provide AECOM access to enter upon public and private land as required for the performance of the Work.

- The County will require any Contractor or Subcontractors performing work in connection with the Drawings and Specifications to hold harmless, indemnify and defend, the County and AECOM, their consultants, and each of their officers, agents, and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the Contractor's (or Subcontractor's) negligence in the performance of the Work described in the Contract Documents, but not including liability that may be due to the negligence of the County, AECOM, their consultants or their officers, agents and employees.
- In the event that AECOM is requested by County or is required by subpoena to produce documents or give testimony in any action or proceeding to which County is a party and AECOM is not a party, County shall pay AECOM for any time and expenses required in connection therewith, including reasonable attorney's fees.
- The County shall notify AECOM of any potential hazardous substances or other health and safety hazard or condition known to County existing on or near the project site.
- The County shall pay for the fees for all required permits and approvals to construct the Project.

Warren County Water & Sewer Department
Water Treatment Plant Membrane Softening Upgrades

Attachment 4 - Proposed Schedule

