



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

**406 Justice Drive, Lebanon, Ohio 45036**

**[www.co.warren.oh.us](http://www.co.warren.oh.us)**

**[commissioners@co.warren.oh.us](mailto:commissioners@co.warren.oh.us)**

*Telephone (513) 695-1250*

*Facsimile (513) 695-2054*

***TOM GROSSMANN***

***SHANNON JONES***

***DAVID G. YOUNG***

**GENERAL SESSION AGENDA**

***October 24, 2023***

- |           |             |   |
|-----------|-------------|---|
| <b>#1</b> |             | <b><i>Clerk — General</i></b>   |
| <b>#2</b> | <b>9:00</b> | <b><i>Susanne Mason, Program Manager—Warren County Fair Housing Plan Update</i></b> |
| <b>#3</b> | <b>9:20</b> | <b><i>Work Session—2024 Budget</i></b>  |

**The Board of Commissioners' public meetings can now be streamed live at [Warren County Board of Commissioners - YouTube](#)**

APPROVE REQUISITIONS AND AUTHORIZE DEPUTY COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

M  
M  
M

Resolution adopted this 24<sup>th</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS

---

Tina Osborne, Clerk

/tao

cc:

Commissioners' file

**REQUISITIONS**

<b>Department</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>
FAC	FRED B DE BRA CO	FAC CONTROLS REPLACEMENT	123,165.00
FAC	FRED B DE BRA CO	FAC DDC CONTROLS UPGRADE	321,650.00
TEL	RJE BUSINESS INTERIORS	TEL RECONFIGURE DATA SYSTEMS	24,455.33

**PO CHANGE ORDERS**

<b>Department</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>
BOC	FORD DEVELOPMENT CORPORATION	AIRPORT RUNWAY & APRON PROJECT	13,417.00 INCREASE
SEW	WARREN COUNTY ENGINEER	KING AVE BRIDGE SEWER PROJECT	172,889.50 DECREASE
WAT	WARREN COUNTY ENGINEER	KING AVE BRIDGE WATER PROJECT	94,373.08 DECREASE

10/24/2023 APPROVED:

---

Martin Russell, Deputy County Administrator

CONSENT AGENDA\*

October 24, 2023

Approve the minutes of October 12, 2023, meeting.

PERSONNEL

1. *Adopt Classification Specification and point factor assignment of Water and Sewer GIS Technician*
2. *Amend Resolution #23-1293 approving a pay increase for Jeremy Turnmire within W/S Department*
3. *Approve promotion of Jaydon Flannery to Water Treatment Plant Operator 1 within W/S Department*
4. *Hire Brian Simpson as Sewer Collections Worker I within W/S Department*
5. *Approve end of 365-day probationary period and pay increase for Evan Mahle within Children Services*
6. *Accept resignation of Emmanuel Olorunfemi, Protective Services Caseworker II within Children Services*
7. *Amend Resolution #23-1297 to reflect the new resignation date of Andrew Bolin within Children Services*
8. *Hire Austin Powell as Building and Electrical Inspector I within Building and Zoning Department*
9. *Approve pay increase for Paige Barton within Emergency Services*
10. *Accept resignation of David Sauer and Jordan Williams, Emergency Communication Operator, within Emergency Services*
11. *Hire Nicholas Orihood and Kayla Conger as Emergency Communication Operator within Emergency Services*
12. *Hire Sarah Hull as Administrative Assistant within Grants/Solid Waste Department*

GENERAL

13. *Cancel regularly scheduled Commissioners' meeting of Thursday, October 26, 2023*
14. *Enter into contract with Ohio Department of Health for Tuberculosis Funding on behalf of the Health Department*
15. *Approve extension of software license agreement with Fidlar Technologies on behalf of the Warren County Recorder*
16. *Transfer vehicle no longer need by the Building/Zoning Department to the Warren County Park Board*
17. *Enter into classroom training agreements and host agency agreement on behalf of OhioMeansJobs Warren County*
18. *Approve home placement agreement with KJ's Brighter Days LLC on behalf of Children Services*
19. *Accept proposal from RJE Business Interiors for Mobile Data Office Remodel Proposal on behalf of Telecommunications*
20. *Accept quote from ESRI, Inc. on behalf of Telecommunications*
21. *Acknowledge approval of financial transactions*
22. *Acknowledge payment of bills*
23. *Approve performance bond release for Zoar Road Widening at Providence Subdivision in Hamilton Township*

FINANCIAL

24. *Accept amended certificate, create new fund 4461 and approve supplemental appropriation and cash advance for Township Line Road Bridge Project*
25. *Approve supplemental appropriations into Commissioners 11011111, Road Infrastructure 4451, and Jail Improvements 4497*
26. *Approve appropriation adjustments from Commissioners 11011110 into Sheriff 11012210 and Juvenile Detention 11012600*
27. *Approve appropriation adjustments within Economic Development, County Court, Information Technology, Facilities Management, Sheriff's Office, Building and Zoning, Juvenile Probate Court, Telecommunications, Engineer's Office, Board of Developmental Disabilities, Dog and Kennel, Juvenile Court, OhioMeansJobs Warren County, and Sewer Department*

*\*Please contact the Commissioners' Office at (513) 695-1250 for additional information or questions on any of the items listed on the Consent Agenda*

**October 24, 2023**

**FOR CONSIDERATION NOT ON CONSENT AGENDA**

1. Enter into contract with Champlin Architecture for Criteria Architect Services on the New Warren County Criminal Suppression Headquarters Project (SWAT Garage)
2. Authorize Director of Facilities Management to initiate contract negotiations with HGC Construction & KZF Design for Design-Build services for the New Warren County Court Project
3. Authorize Water and Sewer Department to enter into negotiations with Environmental Engineering Services, Inc. for the design of improvements to the Dale Acres Wastewater Treatment Plant
4. Authorize the issuance of a credit card for use by the Warren County Engineer

APPROVE AND ENTER INTO CONTRACT WITH CHAMPLIN ARCHITECTURE FOR CRITERIA ARCHITECT SERVICES ON THE NEW WARREN COUNTY CRIMINAL SUPPRESSION HEADQUARTERS PROJECT, ON BEHALF OF THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT

WHEREAS, pursuant to Resolution #23-0879, adopted July 18, 2023, this Board authorized Trevor Hearn, Director of Facilities Management, to initiate contract negotiations for Criteria Architect Services with Champlin Architecture relative to the Warren County Criminal Suppression Headquarters Project; and

WHEREAS, said negotiations are complete and it is the recommendation of the Director of Facilities Management to enter into contract with Champlin Architecture relative to the Warren County Criminal Suppression Headquarters Project; and

NOW THEREFORE BE IT RESOLVED, to approve and enter into contract with Champlin Architecture, 720 E Pete Rose Way, Cincinnati, OH 45202, for Criteria Architect Services for the Warren County Criminal Suppression Headquarters Project; as attached and made a part hereof.

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

- M
- M
- M

Resolution adopted this 24<sup>th</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tina Osborne, Clerk

cc: c/a---Champlin Architecture  
Facilities Management (file)  
Bid file

# AIA<sup>®</sup> Document B104<sup>®</sup> – 2017

## Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the thirteenth day of September in the year Two Thousand Twenty-Three  
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

Warren County, Ohio  
Department of Facilities Management  
406 Justice Drive  
Lebanon, OH 45036

and the Architect:  
(Name, legal status, address and other information)

Champlin/Haupt Architects, Inc. dba Champlin Architecture  
720 East Pete Rose Way, Suite 140  
Cincinnati, OH 45202

for the following Project:  
(Name, location and detailed description)

Criteria Architect Services for the  
Warren County Criminal Suppression Headquarters

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Int.

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)*

As indicated in the Owner's Request for Qualifications issued June 27, 2023

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.



**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Regardless of any other term or condition of this Agreement, Architect makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

**1 General Liability**

Bodily Injury and Property Damage

Each Occurrence: \$1,000,000.00  
General Aggregate: \$2,000,000.00

**2 Automobile Liability**

Bodily injury and Property Damage combine single limit

Each Occurrence: \$1,000,000.00

**3 Workers' Compensation**

Worker's Compensation Insurance:

Statutory in compliance with laws of the State(s) in which any part of the Work is to be performed.

Employers Liability Insurance:

Each Occurrence: \$1,000,000.00

**4 Professional Liability**

Until final completion of all services in connection with the Project, the Architect shall obtain and maintain professional liability insurance for claims arising from the negligent performance of professional liability services under this Agreement written for not less than \$5,000,000.00 per claim and \$5,000,000.00 in the aggregate with a deductible not to exceed \$200,000.00. The professional liability insurance shall include prior acts coverage sufficient to cover all services rendered by the Architect and the policy coverage shall not be reduced by defense costs. The Architect shall furnish a copy of the proposed policy to the Owner for its review and approval, which shall not be unreasonably withheld, conditioned or delayed. All costs of the policy shall be paid by the Architect.

**ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

*(Paragraph deleted)*

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Criteria Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Criteria Design Documents to the Owner, and request the Owner's approval.

*(Paragraphs deleted)*

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide Construction Phase services in accordance with Exhibit A, Criteria Architect's Scope of Services for a Design-Build Project.

*(Paragraphs deleted)*

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

Init.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

*(Paragraphs deleted)*

§ 4.2.4 If the services covered by this Agreement have not been completed within twelve ( 12 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 5. OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

#### ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs,

overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

*(Paragraph deleted)*

§ 6.5 If at any time during the Criteria Design phase of the project the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

*(Paragraphs deleted)*

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising

from such uses. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

#### ARTICLE 8: CLAIMS AND DISPUTES

##### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

##### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

*(Paragraphs deleted)*

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

#### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7

*(Paragraphs deleted)*

Paragraph Reserved.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project

Init.

AIA Document B104 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:25:04 ET on 10/04/2023 under Order No.2114465179 which expires on 08/31/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.  
User Notes:

(1245006708)

if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- 1 Stipulated Sum  
(Insert amount)  
  
\$83,115
- 2 Percentage Basis  
(Insert percentage value)  
  
( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- 3 Other  
(Describe the method of compensation)

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

Refer to Potential Additional Services as indicated in Exhibit B, Champlin Architecture's Technical Proposal and Terms & Conditions dated September 12, 2023.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent ( 10%), or as follows:

*(Table deleted)*

*(Paragraph deleted)*

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See the rate table include in Exhibit B, Champlin Architecture's Technical Proposal and Terms & Conditions dated September 12, 2023.

Employee or Category

Rate

#### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 10 %) of the expenses incurred.

#### § 11.9 Payments to the Architect

##### § 11.9.1 Initial Payment

AIA Document B104 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:25:04 ET on 10/04/2023 under Order No.2114465179 which expires on 08/31/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com. (1245006708)



An initial payment of zero dollars (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.9.2 Progress Payments**

**§ 11.9.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

%

**§ 11.9.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.9.2.3** Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

**§ 12.1** If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, (4) the extent such information has become known to the public through no fault of the receiving party, (5) the extent such information is reasonably necessary for a party to defend itself in any dispute, or (6) to the extent the Architect and/or its consultants must disclose such information as required by law or to comply with their applicable professional codes of ethics or standards of conduct.

**§ 12.3**

**INDEMNIFICATION**

The Architect agrees, to the fullest extent permitted by law, to indemnify and hold the Owner harmless from damage or liability to the extent caused by the Architect's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the Architect is legally liable.

Neither Party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect

Int.

AIA Document B104 -- 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:25:04 ET on 10/04/2023 under Order No. 2114465179 which expires on 08/31/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.  
User Notes:

11

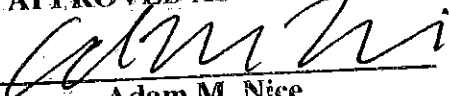
(1245006708)

- 2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this agreement.)*
  
- 3 Exhibits:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)*  
  
 Exhibit A – Criteria Architect’s Scope of Services for a Design-Build Project  
 Exhibit B – Champlin Architecture’s Technical Proposal
  
- 4 Other documents:  
*(List other documents, if any, including additional scopes of service forming part of the Agreement.)*

This Agreement entered into as of the day and year first written above.

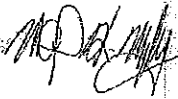
<p><b>- See attached Signature Page-</b></p> <hr/> <p>OWNER <i>(Signature)</i></p> <hr/> <p><i>(Printed name and title)</i></p>	<p><b>- See attached Signature Page-</b></p> <hr/> <p>ARCHITECT <i>(Signature)</i></p> <hr/> <p><i>(Printed name, title, and license number, if required)</i></p>
---	---

**APPROVED AS TO FORM**



**Adam M. Nice**  
**Asst. Prosecuting Attorney**

# Signatures Page



Digitally signed by Michael Murphy  
DN: C=US,  
E=mike.murphy@thinkchampion.com,  
O=Champion Architecture, CN=Michael  
Murphy  
Date: 2023.10.04 09:34:23-04'00'

Init.

AIA Document B104 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:25:04 ET on 10/04/2023 under Order No.2114465179 which expires on 08/31/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

13

User Notes:

(1245006708)

# Additions and Deletions Report for

AIA® Document B104® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:25:04 ET on 10/04/2023.

PAGE 1

AGREEMENT made as of the thirteenth day of September in the year Two Thousand Twenty-Three

...

Warren County, Ohio  
Department of Facilities Management  
406 Justice Drive  
Lebanon, OH 45036

...

Champlin/Haupt Architects, Inc. dba Champlin Architecture  
720 East Pete Rose Way, Suite 140  
Cincinnati, OH 45202

...

Criteria Architect Services for the  
Warren County Criminal Suppression Headquarters

PAGE 2

As indicated in the Owner's Request for Qualifications issued June 27, 2023

PAGE 3

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Regardless of any other term or condition of this Agreement, Architect makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

...

Bodily Injury and Property Damage

<u>Each Occurrence:</u>	<u>\$1,000,000.00</u>
<u>General Aggregate:</u>	<u>\$2,000,000.00</u>

...

Bodily injury and Property Damage combine single limit

<u>Each Occurrence:</u>	<u>\$1,000,000.00</u>
-------------------------	-----------------------

Worker's Compensation Insurance:

Statutory in compliance with laws of the State(s) in which any part of the Work is to be performed.

Employers Liability Insurance:

Each Occurrence: \$1,000,000.00

Until final completion of all services in connection with the Project, the Architect shall obtain and maintain professional liability insurance for claims arising from the negligent performance of professional liability services under this Agreement written for not less than \$5,000,000.00 per claim and \$5,000,000.00 in the aggregate with a deductible not to exceed \$200,000.00. The professional liability insurance shall include prior acts coverage sufficient to cover all services rendered by the Architect and the policy coverage shall not be reduced by defense costs. The Architect shall furnish a copy of the proposed policy to the Owner for its review and approval, which shall not be unreasonably withheld, conditioned or delayed. All costs of the policy shall be paid by the Architect.

PAGE 4

~~§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.~~

~~§ 3.2.4 Based on the Project requirements, the Architect shall prepare Criteria Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.~~

~~§ 3.2.5 The Architect shall submit the Criteria Design Documents to the Owner, and request the Owner's approval.~~

~~§ 3.3 Construction Documents Phase Services~~

~~§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.~~

~~§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.~~

~~§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.~~

~~§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.~~

~~§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™ 2017, Standard Abbreviated Form of Agreement Between Owner and~~

~~Contractor. If the Owner and Contractor modify AIA Document A104 – 2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. Construction Phase services in accordance with Exhibit A, Criteria Architect's Scope of Services for a Design-Build Project.~~

~~§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.~~

~~§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.~~

#### ~~§ 3.4.2 Evaluations of the Work~~

~~§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner: (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.~~

~~§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.~~

~~§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.~~

~~§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.~~

~~§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.~~

#### ~~§ 3.4.3 Certificates for Payment to Contractor~~

~~§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.~~

~~§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from~~

Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

#### § 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

#### § 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

PAGE 5

§ 4.2.2 The Architect has included in Basic Services ~~( )~~ visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within twelve ( 12 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 6

~~§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.~~

§ 6.5 If at any time during the Criteria Design phase of the project the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

~~§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall~~

- ~~.1 give written approval of an increase in the budget for the Cost of the Work;~~
- ~~.2 authorize rebidding or renegotiating of the Project within a reasonable time;~~
- ~~.3 terminate in accordance with Section 9.5;~~
- ~~.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or~~
- ~~.5 implement any other mutually acceptable alternative.~~

~~§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.~~

...

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

PAGE 7

Litigation in a court of competent jurisdiction

PAGE 8

### ~~§ 8.3 Arbitration~~

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~



~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~

~~§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:  
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

~~1 — Termination Fee:~~

~~2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

~~Paragraph Reserved.~~  
~~PAGE 9~~

~~\$83,115~~

~~PAGE 10~~

Refer to Potential Additional Services as indicated in Exhibit B, Champlin Architecture's Technical Proposal and Terms & Conditions dated September 12, 2023.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent ( %), 10%, or as follows:

Additions and Deletions Report for AIA Document B104 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 09:25:04 ET on 10/04/2023 under Order No.2114465179 which expires on 08/31/2024. Is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.  
User Notes: (1245006708)

...

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	percent-(	%)
Construction Documents Phase	percent-(	%)
Construction Phase	percent-(	%)
<hr/>		
Total Basic Compensation	one hundred percent-(	100 %)

...

See the rate table include in Exhibit B, Champlin Architecture's Technical Proposal and Terms & Conditions dated September 12, 2023.

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 10 %) of the expenses incurred.

PAGE 11

An initial payment of zero dollars (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

§ 12.1 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, (4) the extent such information has become known to the public through no fault of the receiving party, (5) the extent such information is reasonably necessary for a party to defend itself in any dispute, or (6) to the extent the Architect and/or its consultants must disclose such information as required by law or to comply with their applicable professional codes of ethics or standards of conduct .

§ 12.3

INDEMNIFICATION

The Architect agrees, to the fullest extent permitted by law, to indemnify and hold the Owner harmless from damage or liability to the extent caused by the Architect's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the Architect is legally liable.

Neither Party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

PAGE 12

Exhibit A – Criteria Architect's Scope of Services for a Design-Build Project  
Exhibit B – Champlin Architecture's Technical Proposal

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:25:04 ET on 10/04/2023 under Order No. 2114465179 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*



August 29, 2023 Revised October 4, 2023

Mr. Trevor Hearn  
Warren County  
Department of Facilities Management  
430 Justice Drive  
Lebanon, Ohio 45036

Re: Criminal Suppression Headquarters Criteria Architect – Technical Proposal

Dear Trevor,

Champlin Architecture and the design team appreciate the opportunity to submit this technical proposal and fee information for your review regarding Criteria Architect services for the Criminal Suppression Headquarters. This document outlines our understanding of the basic scope of the project and our services from your program statement (RFQ), our meeting on July 26<sup>th</sup>, and the Exhibit A Criteria Architect's Scope of Services for a Design-Build Project.

### **SCOPE OF WORK**

The scope of this project is to program and plan a building that will house warehouse space, administrative space, training areas, vehicle bays and multipurpose spaces within a single-story slab on grade building on property currently owned by Warren County or that will be procured by Warren County.

Our July 26<sup>th</sup> meeting used a conceptual plan you had developed that indicated warehouse and office space for the Drug Task Force as well as parking bays, office space and training areas (including an indoor firing range) for SWAT. The total square footage of the conceptual plan is approximately 30,000 SF (with 22,000 SF assigned to the Drug Task Force).

A site aerial of the vicinity of the County Engineer's complex on Markey Road in Lebanon was also reviewed during the July 26<sup>th</sup> meeting. Four potential site locations were identified (2 on County property and 2 that are currently owned by the City of Lebanon). Preliminary layouts of each location will be planned prior to the selection of one of the locations to develop to the level appropriate for criteria documents for issuance as part of a design/build procurement process.

As indicated in the RFQ, the design team will verify and finalize the program of requirements (POR) and develop a concept plan for the facility to address the current and anticipated needs for the departments to be housed within it. The intent is to use the plan provided as a starting point for discussion. The scope of services also includes developing an outline specification and the design criteria/intent for interior and exterior materials and aesthetic to guide the future design as will be created by a Design/Build team.

**THINK CREATE REALIZE**

424 East Fourth Street, Cincinnati, OH 45202 T 513.241.4474 F 513.241.0081 [thinkchamplin.com](http://thinkchamplin.com)

The total project budget has not been stipulated but is anticipated to be approximately \$5,400,000 for construction of the building. Our experience is that site development for facilities similar to this has a construction cost of approximately \$300,000 per acre. This cost will vary depending on the site selection as described above. Topography and existing utility locations and routes can have an impact on development costs.

## **PROJECT APPROACH**

Champlin Architecture will lead the design team in the completion of the project through the various Criteria Architect project stages as follows:

### **CONCEPT & DESIGN CRITERIA STAGE**

- Initial Kick-off Meeting with the Owner and User Groups to agree on the project vision, expectation and key success factors and to gather information on the needs and requirements for inclusion in the POR.
- Review the potential site options for building and site amenity fit in order to finalize a recommendation for the site location to be the basis for the concept design.
- Meet regularly with the Owner and User Groups to verify the POR and review concept planning.
- Programming & Concept Design deliverables are expected to include:
  - Program of Requirements listing spaces to be included within the building.
  - Room data sheets identifying required criteria for each for typical space based on the POR.
  - Concept building plan indicating departmental and spatial relationships.
  - Concept site plan showing building footprint, vehicular access and parking for the selected potential site.
  - Narrative descriptions of the technical design requirements for mechanical, electrical, plumbing, and structural systems for the building.
  - Narrative descriptions or drawings indicating aesthetic goals as well as interior and exterior materials that may be incorporated into the building as appropriate.
  - Preliminary opinion of probable construction cost.
  - Preliminary project schedule.

### **BEST VALUE SELECTION STAGE**

- Conduct meeting with Owner and Purchasing Department to identify Design Build team qualifications, performance, and technical criteria.
- Attend Design Build team interviews as a non-voting member in order to provide opinion on technical issues.

### **PRECONSTRUCTION, CONSTRUCTION & CLOSEOUT**

thinkchamplin.com



- During the Preconstruction stage, Champlin will:
  - Issue clarifications and/or interpretations of the Criteria Design Documents to the Design Build Team as required.
  - Meet with the Owner as required to review the Design Build Team's development of documents, schedule and budget and advise on status or corrective action to consider as appropriate. For the purposes of this proposal 2 meetings for this purpose are included.
  - Review the Design Build Team submittal for general conformance with the Criteria Design Documents.
- During the Construction stage, Champlin will:
  - Note that the Design Build Team's Architect of record is specifically responsible for Construction stage activities related to construction contract administration and all activities associated with general conformance with the Final Design. The role of the Criteria Architect during this stage is to serve as an advisor to the Owner related to general conformance with Criteria Design only. Services required to be provided by the Architect of Record are excluded.
  - Meet with the Owner as required to review the Design Build Team's progress. For the purposes of this proposal 4 meetings for this purpose are included (assumed frequency to be every other month or so).
  - Review Design Build team's submittals, payment applications, and closeout documents for general conformance with the Criteria Design. Note that reviews will only proceed upon review and submission by the design Build Architect since the Criteria Architect is not responsible for construction phase activities related to general conformance with the Final Design.

#### POTENTIAL ADDITIONAL SERVICES

The following are potential additional services that may be required, but are not currently included, and can be performed by the design team as authorized in advance by Warren County:

- Provide building elevations and detailed renderings of the potential building design.
- Site survey.
- Geotechnical engineering and subsurface investigation including underground utility location.
- Schematic Design Deliverables in accordance with the Stage Submission Requirements in Exhibit A including, but not limited to:
  - Schematic architectural plans, site plans, and building elevations.
  - Building code survey.
  - Mechanical, electrical, plumbing and life systems diagrammatic plans.
  - Outline table of contents of the technical specification.
  - A schematic level opinion of probable construction cost.
- Design Development Deliverables in accordance with the Stage Submission Requirements including, but not limited to:

thinkchamplin.com



- o Architectural plans with dimensions, wall thicknesses, door swings, casework/millwork, equipment and fixture locations and room and door numbers.
- o Reflected ceiling plans with ceiling heights
- o Finish schedule
- o Mechanical, electrical, plumbing and life systems plans.
- o Site plan.
- o Technical specifications.
- o Updated opinion of probable construction cost.

**PROJECT TARGET SCHEDULE**

The schedule outlined below is based on the anticipated schedule included in the RFQ

A/E Proposal review, approvals and contracts (complete).....	9-6-23
Kick-off meeting .....	9-7-23
Program Verification/Concept Design (complete).....	12-31-23

**FEE PROPOSAL**

Note: The fee schedule indicated below assumes a building designed for SWAT and the Drug Task Force. Total fees would be reduced should a decision be made in the future to not include the Drug Task Force in the building.

Concept & Design Criteria Stage .....	\$83,115
Champlin (Architecture) .....	\$35,415
ThermalTech (MEPT Eng.) .....	\$30,000
Schaefer (Structural Eng.).....	\$5,000
Kleingers (Civil Eng.) .....	\$7,300
Browne Eng. & Const. (Cost Estimating).....	\$5,400
 Potential Additional Services	
Site Survey .....	\$3,500-\$4,200 (dependent on site)
Renderings .....	\$2,500-\$3,000 ea.

**ASSUMPTIONS**

1. The design/build team procurement administration (advertising, document distribution, addendum coordination, bid reviews, etc.) will be handled by Owner and not require design team assistance.
2. Expenses for printing of review sets for use by the design team, mileage, long distance telephone calls, use of computers and computer software, internal reproduction and printing, office supplies, postage and handling and other incidental expenses are included in the basic services.





3. Any additional services requested or outlined outside the scope of services here-in to be completed on an hourly basis at time of services. Consultants to be invoiced at 1.15 multiplier. Current hourly rate sheets are attached.
4. The project will be completed utilizing Autodesk Revit software for building information modeling (BIM).
5. Special inspections, site surveying, special construction testing & inspections, 3D laser scanning, geotechnical, furnishings, signage, commissioning (basic or enhanced), extensive system fuel, energy, solar or lighting studies, smoke control system design, smoke CFD modeling, fire hydrant flow tests, electrical load testing & metering existing systems, AV, data, communications, security or other professional design or engineering consultation not identified is not included. If these or other services are requested or required they will be provided as additional services.
6. The creation of easements & exhibits, traffic impact studies, and the design of off-site roadway and utility extensions are not included. It is assumed that support utilities and systems are adequate and require no upgrades (e.g. for capacity, code compliance). Extensions of site utilities are not included. Parking lot design or site detention design is not included. The design of ancillary site structures, such as utility tunnels is not included. Lift stations, sanitary forcemain design, irrigation design, sewer or water studies, as-built site surveys, water works tap permits/documents are not included.

Our design team is very excited about this project and respects the opportunity we have to assist Warren County with executing the recently completed master plan. If you have any questions, please let me know.

Sincerely,  
Champlin Architecture

Warren County



Michael K. Murphy, AIA

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Principal

Title: \_\_\_\_\_

*Christy Dakin*  
Christy Dakin  
Principal

**APPROVED AS TO FORM**



**Adam M. Nice**

**Asst. Prosecuting Attorney**

thinkchamplin.com



**AUTHORIZE THE DIRECTOR OF FACILITIES MANAGEMENT TO INITIATE CONTRACT NEGOTIATIONS WITH HGC CONSTRUCTION & KZF DESIGN FOR DESIGN-BUILD SERVICES FOR THE NEW WARREN COUNTY COURT PROJECT**

WHEREAS, pursuant to Resolution #23-0878, adopted July 18, 2023, this Board issued a request for qualifications for Design-Build Services relative to the new Warren County Court Project; and

WHEREAS, pursuant to Resolution #23-1030 adopted August 8, 2023, the Board established an Evaluation Committee to review the request for qualifications submittals prior to selection by this Board; and

WHEREAS, statements of qualifications were received and reviewed, and the Evaluation Committee then invited four qualified firms to submit proposals for said Design-Build Services: Conger Construction & MSA Design, Shook Construction & Champlin Architecture, Megen Construction & Elevar Design, and HGC Constructions & KZF Design; and

WHEREAS, proposals from the four firms were received and reviewed, and the Evaluation Committee then interviewed the four firms and in accordance with the procedures set forth in Section 153.65 of the Ohio Revised Code, and the published criteria in the request for qualifications and proposals, the Evaluation Committee scored and ranked the four firms based on Best Value; and

WHEREAS, based on the attached ranking by the Evaluation Committee, HGC Construction & KZF Design is the Best Value to provide Design-Build Services for said Project; and

NOW THEREFORE BE IT RESOLVED, to authorize Trevor Hearn, Director of Facilities Management, to begin contract negotiations with HGC Construction & KZF Design for Design-Build Service for the new Warren County Court Project.

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

M  
M  
M

Resolution adopted this day of July 2023.

BOARD OF COUNTY COMMISSIONERS

---

Tina Osborne, Clerk

cc: Facilities Management (file)  
Project file  
Bid file

<b>D-B Team</b>	<b>Final Score</b>
HGC Construction & KZF Design	95.8
Conger Construction & MSA Design	94.6
Megen Construction & Elevar Design	79.7
Shook Construction & Champlin Architecture	63.7

**AUTHORIZE THE WATER AND SEWER DEPARTMENT TO ENTER INTO NEGOTIATIONS WITH ENVIRONMENTAL ENGINEERING SERVICES, INC FOR THE DESIGN OF IMPROVEMENTS TO THE DALE ACRES WASTEWATER TREATMENT PLANT**

WHEREAS, this Board of County Commissioners (the “Board”) of the County of Warren, Ohio (the “County”) recognizing the need to for improvements to the Dale Acres Wastewater Treatment Plant, directed the Warren County Water and Sewer Department to issue a Request for Qualifications, pursuant to Resolution 23-0886 dated July 18, 2023; 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; and

WHEREAS, five qualification submittals from engineering consulting companies were received on September 29, 2003; and

WHEREAS, pursuant to Resolution 23-0887, adopted on July 18, 2023 this Board appointed a committee to review qualification submittals from engineering consulting companies and upon adoption, the submittals were reviewed and evaluated by said committee with a summary of the evaluations included below; and

	TOTAL	RANK
<b>ENGINEERING FIRM</b>		
Environmental Engineering Services (EES)	352	1
Burgess & Niple	343	2
Structurepoint	322	3
DLZ	226	4
New River Engineers	189	5

WHEREAS, the Water and Sewer Department requests authorization to begin contract negotiations with the top ranked engineering firm; and

NOW THEREFORE BE IT RESOLVED, authorize the Water and Sewer Department to initiate negotiations with Environmental Engineering Services for the proposed improvements.

RESOLUTION #23-  
OCTOBER 24, 2023  
PAGE 2

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

M  
M  
M

Resolution adopted this xx day of October XX, 2023.

BOARD OF COUNTY COMMISSIONERS

---

Tina Osborne, Clerk

cc: Water/Sewer (file)  
Project File  
Bid file

AUTHORIZE THE ISSUANCE OF A CREDIT CARD FOR USE BY THE WARREN COUNTY ENGINEER

WHEREAS, Ohio Revised Code § 301.27 authorizes the office of a county appointing authority to use a credit card to pay for work related expenses including computer software; and

WHEREAS, in order for the office of a county appointing authority to obtain a credit card, the county appointing authority must apply to the board of county commissioners for authorization to have an officer or employee of the appointing authority use a credit card held by the appointing authority, and such authorization request must state whether the card is to be issued only in the name of the office of the appointing authority or whether the issued card also shall include the name of a specified officer or employee; and

WHEREAS, the debt incurred as result of use of the credit card shall be paid from monies appropriated to specific to specific appropriation line items of the appointing authority for the aforementioned work-related expenses; and

WHEREAS, in accordance with Ohio Revised Code § 301.27 (E) (2), the board of county commissioners my adopt a resolution authorizing an officer or employee of an appointing authority to use a credit card to pay specific classes of the aforementioned work-related expenses without submitting an estimate of those expenses to the board of county commissioners; and

WHEREAS, prior to adopting a resolution authorizing the use of a county credit card, the board of county commissioners are required to notify the county auditor; and

WHEREAS, the Warren County Engineer, who is a County Appointing Authority, has requested a county credit card to be issued in the name of the Warren County Engineer and authorization for its use by the County Engineer, Chief Deputy County Engineer, and the Administrative Assistant to pay work related expenses related to computer software, and the vendors only accept credit cards to purchase the same; and

WHEREAS, upon receipt of the request from the Warren County Engineer, the Clerk notice of the request to the County Auditor; and

NOW THEREFORE BE IT RESOLVED, this Board does hereby authorize the issuance of a county credit card to the Warren County Engineer and this Board does hereby authorize its use by the County Engineer, Chief Deputy County Engineer, and Administrative Assistant; and

BE IT FURTHER RESOLVED, that the said credit card shall be used to pay any work related expenses allowed under Ohio Revised Code § 301.27 and may be done so without submitting an estimate of those expenses to this Board; and

BE IT FURTHER RESOLVED, that the debt incurred as a result of the use of the credit card shall be paid from monies appropriated to specific appropriation line items of the County Engineer for the specific work-related expenses.

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



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

**406 Justice Drive, Lebanon, Ohio 45036**

**[www.co.warren.oh.us](http://www.co.warren.oh.us)**

**[commissioners@co.warren.oh.us](mailto:commissioners@co.warren.oh.us)**

*Telephone (513) 695-1250  
Facsimile (513) 695-2054*

**TOM GROSSMANN  
SHANNON JONES  
DAVID G. YOUNG**

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

**MINUTES: Regular Session -- October 12, 2023**

*This is a summary of actions and discussions of the meeting. You may view this meeting through our YouTube Channel at <https://www.youtube.com/channel/UC1ELh0jGpXd4VV2DTgsuqPA> or by contacting our office.*

The Board met in regular session pursuant to adjournment of the October 10, 2023, meeting.

Shannon Jones – present

Tom Grossmann – absent

David G. Young – present

Tina Osborne, Clerk – present

- 23-1322 A resolution was adopted to hire Marquita Hoskins as an Assessment Investigative Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division. Vote: Unanimous
- 23-1323 A resolution was adopted to hire Jamie Nickell as an Assessment Investigative Caseworker II, with the Warren County Department of Job and Family Services, Children Services Division. Vote: Unanimous
- 23-1324 A resolution was adopted to approve and enter an agreement between the Warren County Commissioners and the City of Lebanon, Ohio relative to reimbursement for public defender expenditures for 2023/2024. Vote: Unanimous
- 23-1325 A resolution was adopted to approve and enter into contract with Fishel Downey Albrecht & Riepenhoff LLP on behalf of Warren County Emergency Services and the Warren County Sheriff's Office. Vote: Unanimous
- 23-1326 A resolution was adopted to enter into final Legislation with the Ohio Department of Transportation to repair Culvert War-71-0358E and pay for the portion of the Culvert in Warren County at a cost of approximately \$118,950.00. Vote: Unanimous

MINUTES  
OCTOBER 12, 2023  
PAGE 2

- 23-1327 A resolution was adopted to enter into a classroom training agreement on behalf of OhioMeansJobs Warren County. Vote: Unanimous
- 23-1328 A resolution was adopted to authorize acceptance of quote from Buckeye Power Sales Co., Inc. for renewal of planned maintenance agreement for Gentracker yearly monitoring on behalf of Warren County Telecommunications. Vote: Unanimous
- 23-1329 A resolution was adopted to transfer a desk no longer being utilized by Warren County Telecommunications to Massie Twp. Vote: Unanimous
- 23-1330 A resolution was adopted to acknowledge approval of financial transactions. Vote: Unanimous
- 23-1331 A resolution was adopted to approve a subdivision public improvement performance and maintenance security release with D.R. Horton- Indiana, LLC, for Village of Hopewell Valley, Section Six situated in Hamilton Township. Vote: Unanimous
- 23-1332 A resolution was adopted to approve operational transfer from Commissioners Fund #11011112 into Human Services Fund #2203. Vote: Unanimous
- 23-1333 A resolution was adopted to approve supplemental appropriation into Airport Fund #4479. Vote: Unanimous
- 23-1334 A resolution was adopted to approve appropriation adjustment within Common Pleas Court Fund #11011223. Vote: Unanimous
- 23-1335 A resolution was adopted to approve appropriation adjustment within Juvenile Court Fund #10112500. Vote: Unanimous
- 23-1336 A resolution was adopted to approve appropriation adjustment within Juvenile Detention Fund #11012600. Vote: Unanimous
- 23-1337 A resolution was adopted to approve appropriation adjustment within Telecommunications Department Fund #11012810. Vote: Unanimous
- 23-1338 A resolution was adopted to approve appropriation adjustment within Juvenile Court Fund #2243. Vote: Unanimous
- 23-1339 A resolution was adopted to approve appropriation adjustment within Juvenile Court Fund #2247. Vote: Unanimous
- 23-1340 A resolution was adopted to approve appropriation adjustments within Clerk of Courts Title Fund #2250 and Clerk County Court Fund #11011282. Vote: Unanimous



- 23-1341 A resolution was adopted to approve appropriation adjustment within Mary Haven Fund #2270. Vote: Unanimous
- 23-1342 A resolution was adopted to approve appropriation adjustment within Mary Haven Fund #2270. Vote: Unanimous
- 23-1343 A resolution was adopted to approve appropriation adjustment within Children Services Fund #2273. Vote: Unanimous
- 23-1344 A resolution was adopted to approve appropriation within the Water Revenue Fund No.5510. Vote: Unanimous
- 23-1345 A resolution was adopted to approve appropriation adjustment within Water Project Fund #5583. Vote: Unanimous
- 23-1346 A resolution was adopted to approve requisitions and authorize the County Administrator to sign documents relative thereto. Vote: Unanimous
- 23-1347 A resolution was adopted to approve the site plan review application of N & G Takhar Oil LLC in Turtlecreek Township subject to conditions. Vote: Unanimous

#### DISCUSSIONS

On motion, upon unanimous call of the roll, the Board accepted and approved the consent agenda.

---

#### ADMINISTRATIVE HEARING

#### CONTINUATION OF THE SITE PLAN REVIEW APPLICATION OF N & G TAKHAR OIL LLC IN TURTLECREEK TOWNSHIP

The Board met this 12<sup>th</sup> day of October 2023, in the Commissioners' Meeting Room, for the continuation of the administrative hearing to consider the site plan review application of N & G Takhar, Oil LLC in Turtlecreek Township.

Michelle Tegtmeier, Building and Zoning Director, reviewed the attached PowerPoint providing a staff summary of the project and comments from the Turtle Creek Township Trustees.

Ryan Cook, Regional Planning Commission, reviewed the recommendations from the Regional Planning Commission to approve the site plan review subject to 12 conditions.

Commissioner Jones administered the oath to those present desiring to give testimony in today's hearing.

Jason Caldwell, Cerra Builders, developer, and representative of the property owner stated this is a basic 4500 square foot convenience store. He stated it is located in a good spot with SR 63 in proximity but is more for local residents' convenience. He then stated he agrees with the proposed conditions and will meet or exceed all conditions.

There was discussion related to stormwater problems within the area.

Jeff Weiland, N. Union Road resident and owner of the property surrounding this development, questioned if the Gateway Plan that was adopted as part of the Land Use Plan was considered when recommending approval of this site plan. He then questioned what the plans for Greentree Road and Union Road are as it relates to infrastructure.

Stan Williams, Regional Planning Commission, stated that the Gateway Plan was considered as a portion was identified as industrial development (the Racino, Core 5 Development) and the surrounding zoning is in compliance with that plan. He then stated that the plan allows gas stations within the zoning classification.

Mr. Weiland questioned if the architectural design and landscape plan match the character of the area and requested the Board to restrict overnight parking for semi-trucks.

Commissioner Young stated concerns with high density housing and the need for balanced growth.

Tammy Boggs, Turtlecreek Township Administrator, stated the Township's concern with the hours of operation. She requested the Board restrict the hours to 6:00 a.m. – 11:00 p.m. rather than the 24-hour operation they propose.

Mr. Caldwell stated the owner is requesting to remain open until midnight vs. the 11:00 p.m.

Christine Pudvan, Ironwood Drive resident, stated that the area does not need another gas station. She stated that there are already two within a 1-mile radius. She then stated concerns with the widening of Greentree Road destroying the trees.

There was discussion related to the Greentree Road widening.

Mr. Cook stated that the City of Middletown was lobbying for a full interchange for I-75 but he has had no recent contact relative to that subject.

Thomas Mikula, 6025 and 6039 Greentree Road, discussed the water runoff and flooding on this property due to the downsized culvert pipe. He stated the need for a water study to prevent the continued flooding in the area.

Mr. Campbell stated that they have detention ponds planned for the control of water and they are requested to build for "worst case scenario". He stated he will work with the County Engineer to construct what is needed for water control.

Mr. Mikula stated that the Warren County Engineer failed on stormwater management when the roundabout was constructed.

Doug Gescuk, 5789 Greentree Road, questioned the timing of the construction and stated concerns relative to the decrease in his property values.

Cory Smith, Trails of Shaker Run resident, stated her concern with traffic from SR 63 to Union Road. She then stated that she does not want a convenience store in her neighborhood.

Don Adams, 5861 Greentree Road, stated he lives next door to this property and is opposed to the development. He stated traffic concerns as well as light nuisance in his 2<sup>nd</sup> story bedroom and concerns with the contamination of the aquifer. He then questioned the condition in the zoning code that states the orientation of the building be required to be towards the street. He stated that this building is orientated towards his home.

There was additional discussion on stormwater management as it relates to drainage problems in the area and the buffer required for the development.

Bruce McGary, Assistant Prosecutor, stated that the concern with the orientation of the building is a requirement of the zoning code and is already addressed in the proposed conditions. He stated that if it doesn't meet the zoning code, it cannot be approved.

There was discussion relative to the desire for no outside speaker announcements and no large trucks being permitted.

Mr. Campbell stated that they are not proposing any speaker announcements and the only trucks that should be onsite are the fuel trucks that refill the pumps.

Patty Theiss, 1898 Meadowsweet Drive, stated water concerns as she has seen the flooding in this area. She then stated concerns relative to the traffic study, not taking into consideration the church traffic as well as the orientation of the building not being towards the street.

Ms. Pudvan requested clarification on access to the development.

Mr. Mikula further discussed his concern relative to the aquifer.

The Board discussed their options regarding a decision on this project.

There being no more testimony, Commissioner Jones confirmed with Mr. Campbell that he has had an opportunity to present all desired testimony and evidence and has nothing more to present.

Upon discussion, upon unanimous call of the roll, the administrative hearing was closed.

Commissioner Young stated that there is not much discretion under the law as this development is permitted within the current zoning classification.

There was discussion relative to the desire to deliberate in public or private on a decision. The Board stated their desire to deliberate in public.

Commissioner Young stated he would like to add restrictions of hours of operation to comply with Turtlecreek Township's request. He then stated that he accepts the RPC recommended conditions but desires to ensure compliance with the building orientation and stormwater management.

Mr. McGary stated that the Board would need to add an additional condition for hours of operation but all others are addressed in the recommended conditions.

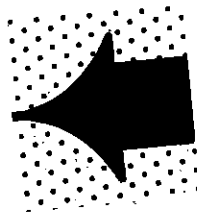
Upon further discussion, the Board resolved (Resolution #23-1347) to approve the site plan review application of N & K Takhar Oil LLC in Turtlecreek Township subject to 13 conditions.

\_\_\_\_\_  
Upon motion the meeting was adjourned.

\_\_\_\_\_  
Shannon Jones, President

\_\_\_\_\_  
David G. Young

\_\_\_\_\_  
Tom Grossmann



I hereby certify that the foregoing is a true and correct copy of the minutes of the meeting of the Board of County Commissioners held on October 12, 2023, in compliance with Section 121.22 O.R.C.

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

**CASE # 102-2023**

**Site Plan Review- N & G Takhar Oil LLC**

**APPLICANT/OWNER/AGENT**

N & G Takhar Oil LLC

**TOWNSHIP**

Turtlecreek

**PROPERTY LOCATION**

ADDRESS

Greentree Road

PIN

08-31-300-012

**PROPERTY SIZE**

13.0465 +/- Acres, 1,518' of frontage

<b>CURRENT ZONING DISTRICT</b>	MXU-C
<b>FUTURE LAND USE MAP (FLUM) DESIGNATION</b>	Turtlecreek- Commercial
<b>EXISTING LAND USE</b>	Agricultural
<b>SITE PLAN REQUESTED</b>	Convenience Store
<b>ISSUE FOR CONSIDERATION</b>	Convenience Store and Fueling canopies

# Review Process

---

Site Plan

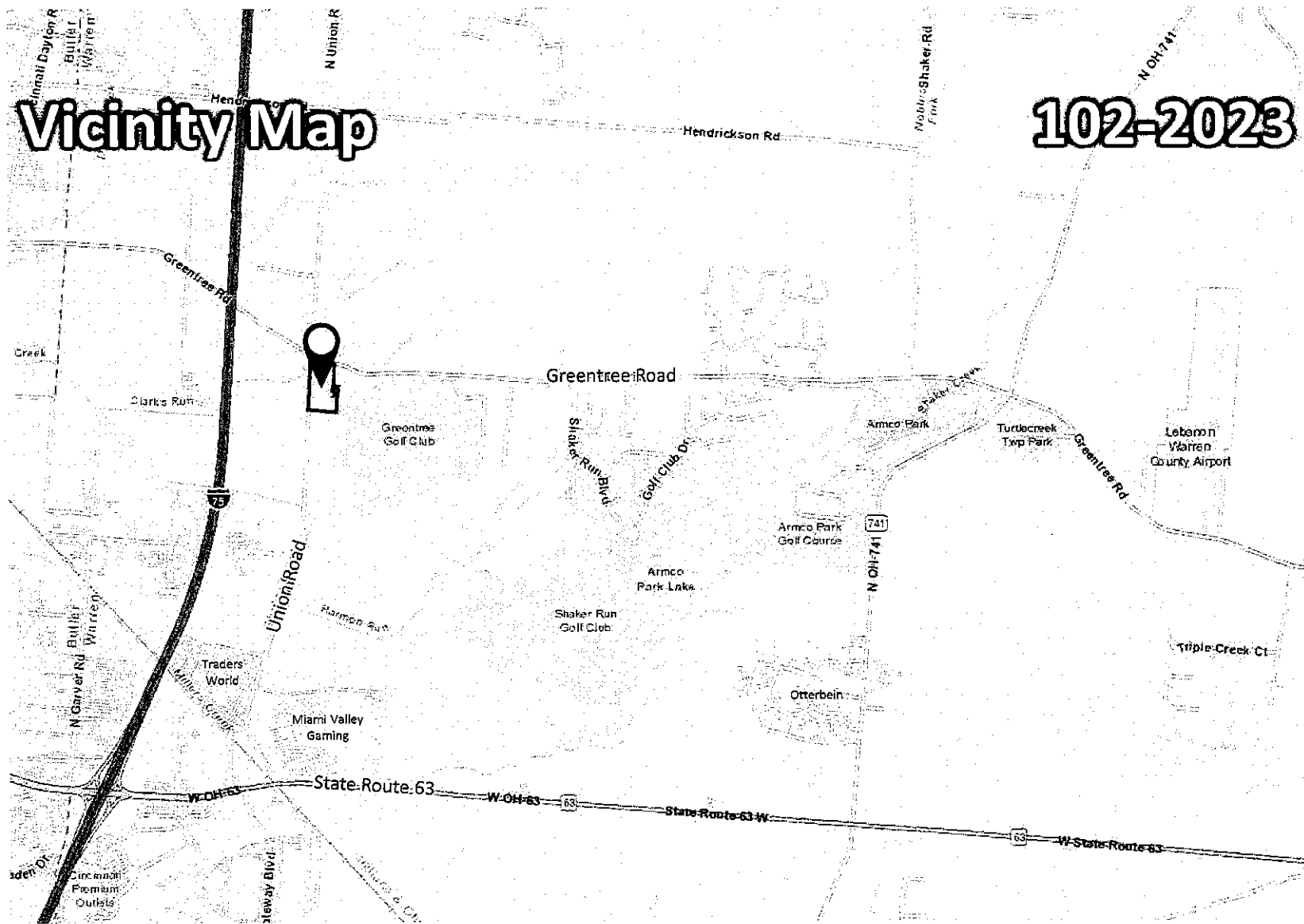
**Board of County  
Commissioners**

September 12, 2023 (Continued)

October 12, 2023

# Vicinity Map

102-2023





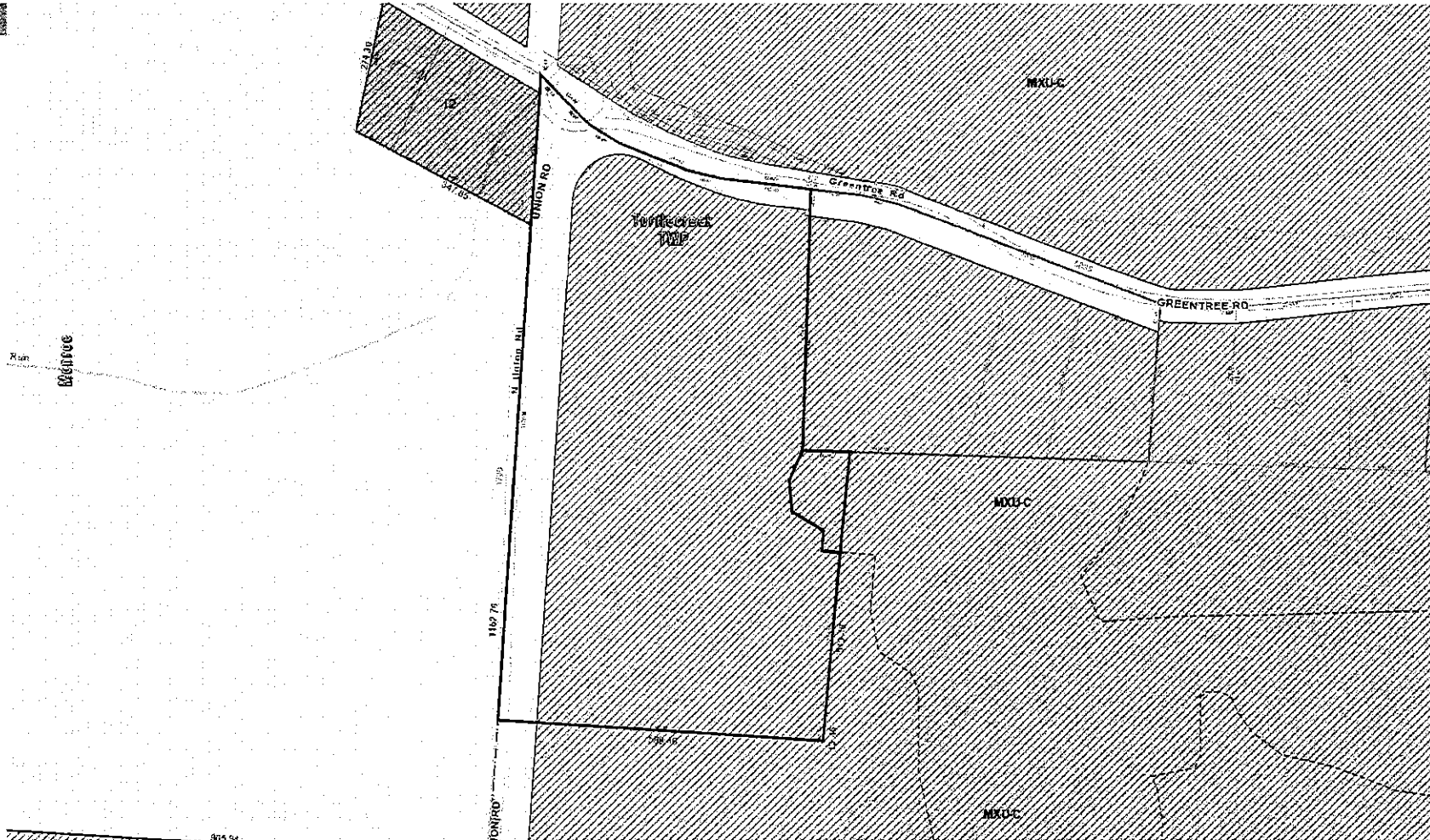
# Aerial Map

102-2023



# Zoning Map

102-2023

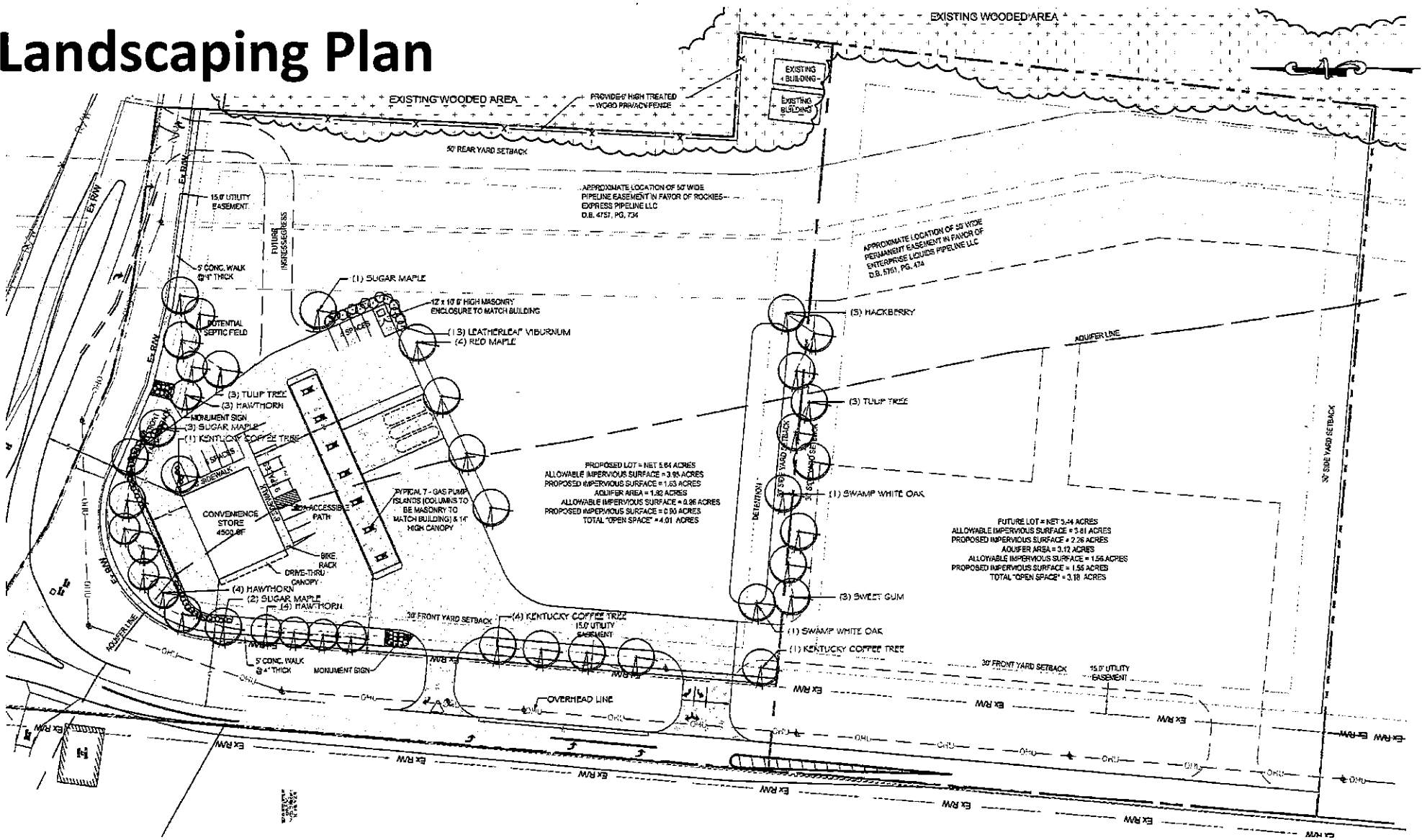








# Landscaping Plan











# Staff Summary

<b>Location</b>	Roundabout at Union and Greentree Road.
<b>Parking</b>	Required 1 space per 300 sq ft. = 15 spaces. ( may increase by 20% per code) 18 spaces shown.
<b>Landscaping</b>	Landscaping Plan complies with the requirements for street trees and around all signage. Buffer Type D is required along the eastern boundary.
<b>Signage</b>	The sign height, setback and square feet meets the requirements of the code.
<b>Lighting</b>	Lighting meets the cutoff required by code. Maximum pole height 25'.
<b>Service Structures</b>	Required construction and buffering is met on 2 sides.

# Site Plan Review Criteria – Section 1.303.6

The site plan review is conducted to determine anticipated impacts on the public health and safety, as well as the public convenience, comfort, prosperity, or general welfare, as applicable. The factors to be considered and weighed by the Approving Authority include but are not limited to the following, but no single factor controls in making a decision, nor must all of the factors support the decision:

- (A) Adequacy of Information and Compliance with Zoning Code**
- (B) Design Layout Sufficiency and Sensitivity**
- (C) Design Character, Operational Compatibility, and Coordination**
- (D) Preservation of Significant Features**
- (E) Pedestrian Access and Circulation**
- (F) Vehicular Access and Circulation Streets**
- (G) Parking and Loading**
- (H) Landscaping and Screening**
- (I) Exterior Lighting**
- (J) Signage**
- (K) Public Service Impact**
- (L) Stormwater Drainage Stormwater Management Plan**
- (M) Soil Erosion and Sediment Control**
- (N) Emergency Access and Service Facilities and Public Safety**
- (O) Building Design**
- (P) Compliance with Public Health and Safety**

# Reviewing Departments

---

- Warren County Engineer
- Warren County Water and Sewer Department
- Warren County Soil and Water Conservation
- Warren County Regional Planning Commission
- Turtlecreek Township Trustees
- Turtlecreek Township Fire Department
- Warren County Combined Health District
- Warren County Building Department
- Warren County Sheriff

# Department Comments – Turtlecreek Township

The Board of Trustees of Turtlecreek Township and the Fire Chief would request that additional landscape buffers be required on the residential side of the property, down lighting be implemented to eliminate a nuisance to the residential property owners, the truck fueling stations be eliminated as well as truck parking, the hours of operation be limited to 6:00 a.m. to 11:00 p.m. daily, brick exterior be used on the building and that a fire hydrant be located on the east side of Union Road.



MR. JAMES VANDEGRIFT  
MR. DANIEL JONES  
MR. JONATHAN SAMS  
MS. AMANDA CHILDERS

TRUSTEE  
TRUSTEE  
TRUSTEE  
FISCAL OFFICER

September 11, 2023

Warren County Rural Zoning Inspection  
Attn: Michelle Tegtmeyer  
406 Justice Drive  
Lebanon, Ohio 45036

Re: N&G Takhar Oil LLC

Dear Ms. Tegtmeyer:

The Board of Trustees of Turtlecreek Township and the Fire Chief have reviewed N&G Takhar Oil LLC Site Plan.

The Board of Trustees of Turtlecreek Township and the Fire Chief would request that additional landscape buffers be required on the residential side of the property, down lighting be implemented to eliminate a nuisance to the residential property owners, the truck fueling stations be eliminated as well as truck parking, the hours of operation be limited to 6:00 a.m. to 11:00 p.m. daily, brick exterior be used on the building and that a fire hydrant be located on the east side of Union Road.

The Board of Trustees of Turtlecreek Township and Fire Chief would like to thank you for submitting the N&G Takhar Oil LLC Site Plan for the township's review.

Sincerely,

Daniel F. Jones  
Board of Trustees Turtlecreek Township  
Chairperson

DFJ/tb  
Cc: file

# Department Comments (RPC)

---

**Approve** the site plan subject to the following conditions:

1. Compliance with the standards of the Warren County Rural Zoning Code; Section 1.303.3.
2. Compliance with the Warren County Engineer's Office standards. A traffic impact analysis shall be done before Zoning Permit approval. All access points shall be reviewed and approved by the Engineer's Office. The timing of the "future ingress/ egress" to Greentree Road shall be determined by the Warren County Engineer's Office and if that access point will provide full or limited access.
3. Dedicate the right-of-way along Union Road and Greentree Road in compliance with the Warren County Thoroughfare Plan.

# Department Comments (RPC)

---

4. The stormwater management plan shall be reviewed and approved by the Warren County Engineer's Office.
5. Sidewalks shall be installed along the frontages of Union Road and Greentree Road and be located outside the right-of-way. A pedestrian connection shall be constructed from the building to the sidewalk (Section 3.303 C Warren County Rural Zoning Code).
6. Compliance with the Ohio Environmental Protection Agency (OEPA) requirements and standards. The OEPA shall review and approve the septic system.

# Department Comments (RPC)

---

7. Compliance with the Warren County Health Department regarding food safety, and plumbing.
8. Building materials and design shall be consistent with the application submittal on Exhibit A-002.
9. The dumpster enclosure shall be similar materials as the primary structure and screened with landscaping in compliance with Article 3, Chapter 4 of the Warren County Rural Zoning Code.
10. LED signage is prohibited on the fueling pump canopy, standalone signs are limited to monument signs.



# Department Comments (RPC)

---

11. Compliance with the requirements and standards of the existing oil and gas pipelines.

# Department Comments (RPC)

---

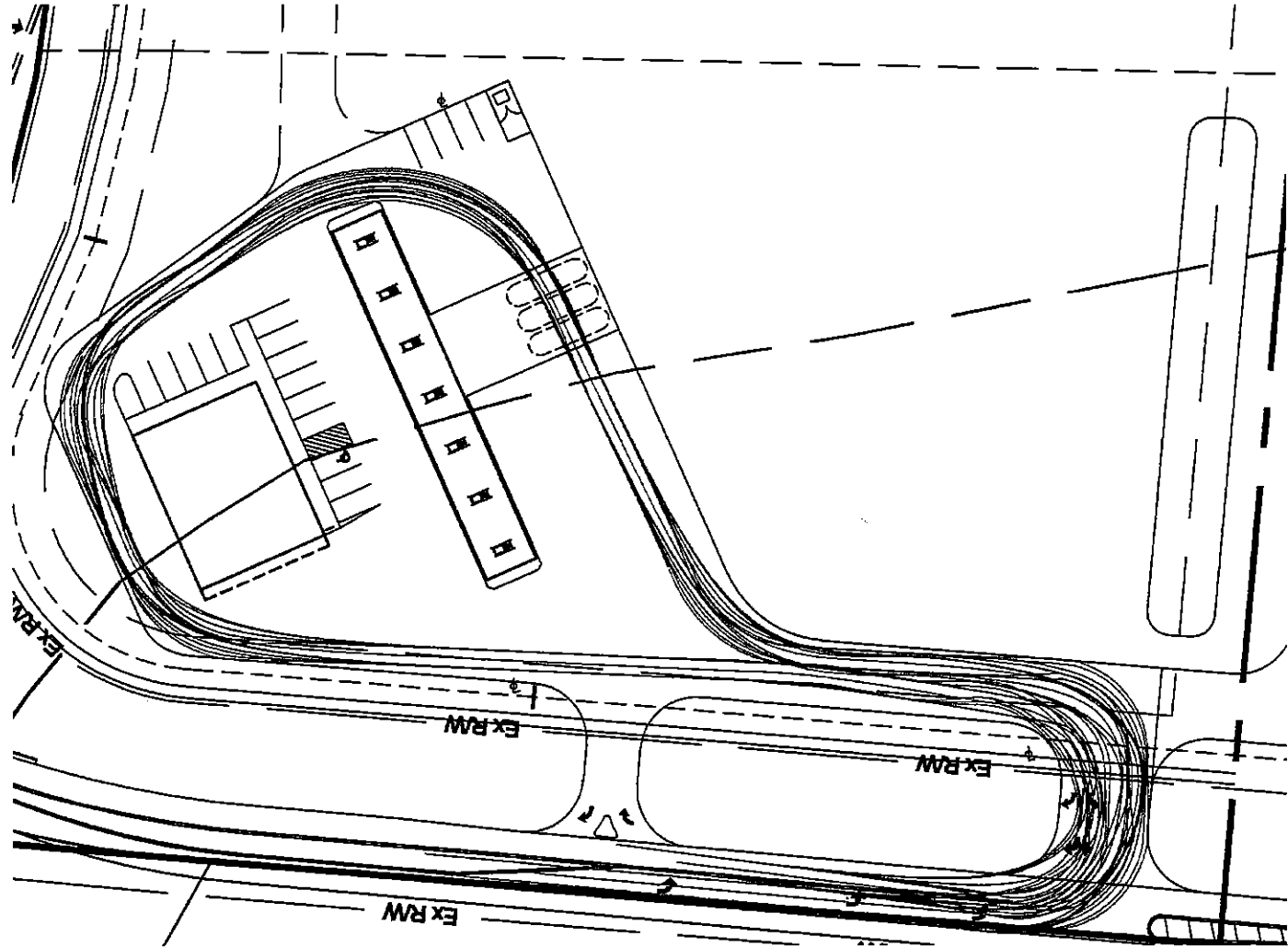
12. The applicant submits an updated site plan illustrating the following:

- a. Add the open space calculation and quantity in a summary table.
- b. Landscaping along the eastern and southern property line (Table 3.405-1 Lot Perimeter Buffer Type D). A tree study may be done along the east boundary to be reviewed by the Zoning Inspector to determine if the existing trees meet or exceed the Buffer Type D requirements. Landscaping to be located outside the Public Utility Easement.
- c. Fire hydrant locations in compliance with the requirements of the Turtlecreek Township Fire Department.
- d. Details of the lighting poles, and privacy fence.

ANY  
QUESTIONS?



**BACKUP SLIDES**



TRUCK NAVIGATION PLAN



**REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING,  
CONVENTION OR TRAINING SEMINAR/SESSION**

This form is to be completed by Department Head/Elected Official requesting authorization to attend an Association Meeting or Convention or Training Seminar/Session sponsored by an Association as required by O.R.C. Section 325.20. Additionally, authorization is required for any training seminar/session held more than 250 miles from county campus;

\*NAME OF ATTENDEE: Josh Hisle DEPARTMENT: OMJ/JFS

\*POSITION: Supervisor DATE: 11/1/23-11/3/23

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING      CONVENTION      ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION ✓  
TRAINING MORE THAN 250 MILES

PURPOSE:  
NACo meeting and presentation with OMJ/JFS/WCCC, NACo reimbursing travel and Lodging.

LOCATION:  
Hamilton County, TN.

DATE(S):

TYPE OF TRAVEL: (Check one)

AIRLINE      STAFF CAR      PRIVATE VEHICLE ✓      OTHER

LODGING:      Read House; 107 W. MLK Blvd, Chattanooga TN, 37402

ESTIMATED COST OF TRIP:      \$200

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

*Josh Hisle*      10/19/2023      Signature/Title      Date

BOARD OF COMMISSIONERS' APPROVAL:

Commissioner      Date

Commissioner      Date

Commissioner      Date

\*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:

Tanya Sellers / Deputy Director CPS



**REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING,  
CONVENTION OR TRAINING SEMINAR/SESSION**

This form is to be completed by Department Head/Elected Official requesting authorization to attend an Association Meeting or Convention or Training Seminar/Session sponsored by an Association as required by O.R.C. Section 325.20. Additionally, authorization is required for any training seminar/session held more than 250 miles from county campus;

\*NAME OF ATTENDEE: David Swigert DEPARTMENT: Treasurer's Office

\*POSITION: Chief Deputy DATE: 10/18/23

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING       CONVENTION       ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION  
 TRAINING MORE THAN 250 MILES

PURPOSE:

County Treasurer's Assoc. of Ohio Fall Continuing Education Conference

LOCATION:

Dublin, OH : Columbus Marriott N.W.

DATE(S): 11/14/23 - 11/16/23

TYPE OF TRAVEL: (Check one)

AIRLINE       STAFF CAR       PRIVATE VEHICLE       OTHER

LODGING: Hemewood Suites: 11/13/23 - 11/15/23

ESTIMATED COST OF TRIP: Lodging \$324.72 + Mileage \$104.00 + Registration \$150.00 = \$578.72 Total

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

David Swigert, Treasurer      10/18/23  
Signature/Title      Date

BOARD OF COMMISSIONERS' APPROVAL:

\_\_\_\_\_  
Commissioner      Date

\_\_\_\_\_  
Commissioner      Date

\_\_\_\_\_  
Commissioner      Date

\*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:

[Empty box for listing additional attendees]

RECEIVED 0188000



**REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING,  
CONVENTION OR TRAINING SEMINAR/SESSION**

This form is to be completed by Department Head/Elected Official requesting authorization to attend an Association Meeting or Convention or Training Seminar/Session sponsored by an Association as required by O.R.C. Section 325.20. Additionally, authorization is required for any training seminar/session held more than 250 miles from county campus;

\*NAME OF ATTENDEE: Robert S. Fischer DEPARTMENT: County Court

\*POSITION: Judge DATE: 10-16-23

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING      CONVENTION      ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION  
TRAINING MORE THAN 250 MILES

PURPOSE: 2023 Ohio Supreme Court Specialized Docket Seminar

LOCATION: Ohio State University

DATE(S): 10-16-23

TYPE OF TRAVEL: (Check one)

AIRLINE      STAFF CAR      PRIVATE VEHICLE      OTHER

LODGING: Holiday Inn Express

ESTIMATED COST OF TRIP: hotel \$234.99; mileage \$83.30; parking \$17.25 = \$335.54

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

Melissa Moulton      10-17-23  
Signature/Title      Date  
Ct. Clerk

BOARD OF COMMISSIONERS' APPROVAL:

\_\_\_\_\_  
Commissioner      Date

\_\_\_\_\_  
Commissioner      Date

\_\_\_\_\_  
Commissioner      Date

\*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:

\_\_\_\_\_  
\_\_\_\_\_





**REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING,  
CONVENTION OR TRAINING SEMINAR/SESSION**

This form is to be completed by Department Head/Elected Official requesting authorization to attend an Association Meeting or Convention or Training Seminar/Session sponsored by an Association as required by O.R.C. Section 325.20. Additionally, authorization is required for any training seminar/session held more than 250 miles from county campus;

\*NAME OF ATTENDEE: Chris Brausch DEPARTMENT: Water & Sewer

\*POSITION: County Sanitary Engineer DATE: 10/16/2023

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING  CONVENTION  ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION   
TRAINING MORE THAN 250 MILES

PURPOSE:  
Attend CCAO & CSEAO winter conference to obtain required professional engineering continuing education hour credits required for licensure renewal.

LOCATION:  
Columbus Ohio

DATE(S): December 6 & 7, 2023

TYPE OF TRAVEL: (Check one)

AIRLINE  STAFF CAR  PRIVATE VEHICLE  OTHER

LODGING: None

ESTIMATED COST OF TRIP: \$100 conference registration

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

M. B. Zelle 10/16/23  
Signature/Title Date

BOARD OF COMMISSIONERS' APPROVAL:

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

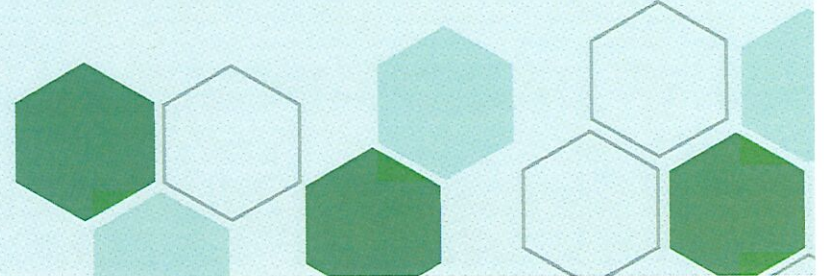
\*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:

\_\_\_\_\_



# Warren County

Assessment of Fair Housing





Process

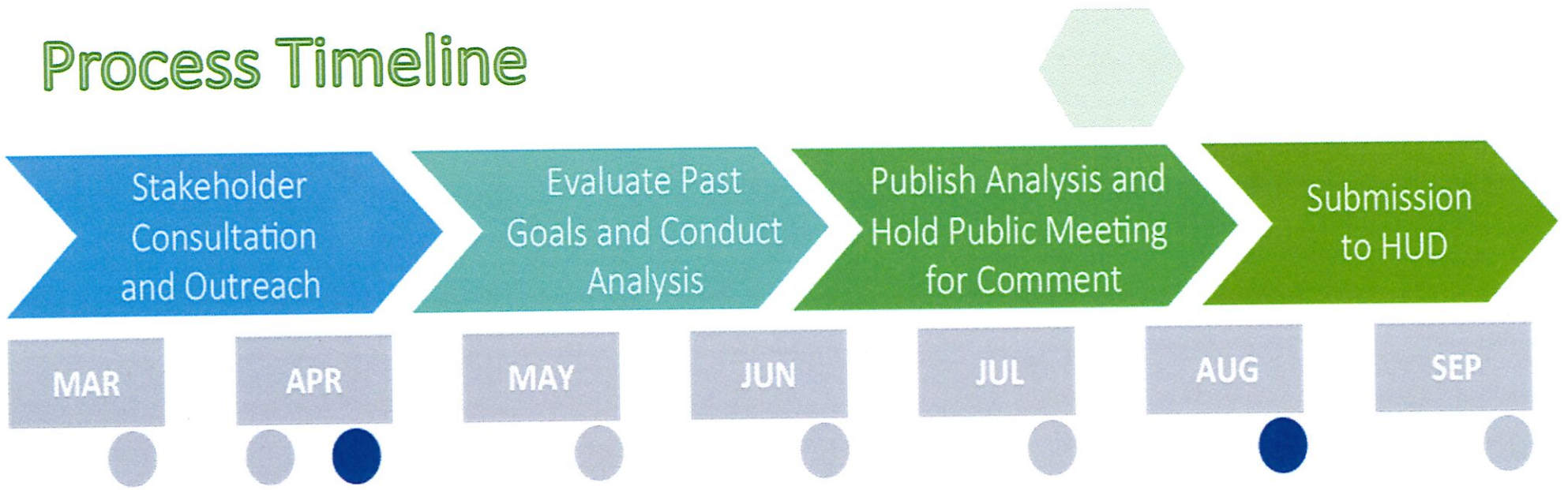


Step 1 | BOCC Resolution

Step 2 | Include in Consolidated Plan



# Process Timeline



● Community Meetings      ● Organization & Stakeholder Meetings

- ✓ 9 Focus Groups
- ✓ 2 Public Meetings

- Public Process Outlined in HUD Manual

# Fair Housing – AFH Goal Progression

Goal	Metrics	Timeframe	Responsible Participants
<b>Update Zoning Codes that have a Disparate Impact on Fair Housing</b>	<p>Within four years, update two local zoning codes to address either of the following:</p> <ol style="list-style-type: none"> <li>1. Mixed use/cluster development;</li> <li>2. Wider range of permitted housing types;</li> <li>3. Reasonable accommodation;</li> <li>4. Eliminate impediments for group and recovery homes;</li> <li>5. Accessory dwelling units and intergenerational housing;</li> <li>6. Upper story residential or the reuse of office space for residential purposes.</li> </ol>	<p>✓ Underway or completed by:</p> <ul style="list-style-type: none"> <li>• Deerfield Twp</li> <li>• Franklin</li> <li>• Lebanon</li> <li>• Mason</li> </ul>	<p>RPC</p>
<b>Expand Fair Housing Training</b>	<p>Host a Fair Housing training for landlords and residents</p>	<p>December 2027</p>	<p>Grants Administration</p>

# Fair Housing – AFH Goal Progression

Goal	Metrics	Timeframe	Responsible Participants
<b>Analyze Transit &amp; Transportation Options</b>	<p>Re-establish a Transit Advisory Committee.</p> <p>Establish a pilot program that involves transportation efficiency within a selected community.</p> <p>Communicate opportunities to school districts regarding working with state legislators to discuss the impact of size requirements for vehicles transporting students</p>	<p>✓ Completed Summer 2023</p> <p>December 2028</p> <p>✓ Completed Summer of 2023</p>	<p>Grants Administration</p> <p>Grants Administration</p> <p>Mason &amp; Franklin City Schools</p>
<b>Neighborhood Improvements</b>	<p>Work with local planning commissions to develop plans for low opportunity areas</p>	<p>✓ Underway, to be completed by December 2025</p>	<p>RPC</p>
<b>Greater Participation in Advanced Education, Vocational Schools, &amp; Financial Literacy Programs</b>	<p>Reach out to schools and financial institutions to provide resources and brochures for students on advanced educational opportunities, online education, and financial training.</p>	<p>✓ Completed 2023</p>	<p>West Banco, Financial Institutions</p>

# Fair Housing – AFH Goal Progression

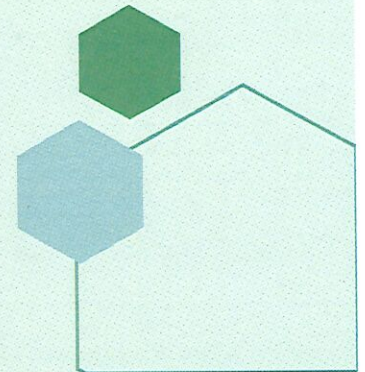
Goal	Metrics	Timeframe	Responsible Participants
<b>Address Mental Health Disparities</b>	<p>Coordinate with the Mental Health Recovery Board of Warren and Clinton County to address mental health trends within the region, and among protected classes.</p> <p>Establish a mental health advisory task force to facilitate awareness and coordination among service providers.</p> <p>Continue the Sobriety Treatment and Reducing Trauma (START) program.</p>	<p>✓ Underway 2023</p> <p>✓ Underway</p> <p>✓ Ongoing</p>	<p>Warren County Combined Health Department</p>
<b>Encourage School-Based Health Centers</b>	<p>Establish a new school-based health center in Warren County.</p> <p>Analyze, in coordination with the existing school districts, the positive impacts of school-based health centers.</p>	<p>✓ Completed 2023</p> <p>2024</p>	<p>Clinton-Massie School, Therapeutic Interagency Preschool</p> <p>Warren County Combined Health Department</p>

# Fair Housing – AFH Goal Progression

Goal	Metrics	Timeframe	Responsible Participants
<b>Evaluate Scattered Site Public Housing vs Concentrated Public Housing Options</b>	Communicate a preference to housing service providers	December 2026	RPC, Grants Administration, WC Administration
<b>Promote Affordable, Quality Childcare Access</b>	Contract with a childcare service provider to promote affordable and quality childcare access.  Encourage a major on-site employer-sponsored childcare facility.	✓ Completed 2023  ✓ Underway 2023	Warren County Human Services  Warren County Economic Development
<b>Encourage Accessible Housing for Aging Residents and People with Disabilities</b>	Update two local zoning codes or comprehensive plans to address either of the following: <ol style="list-style-type: none"> <li>1. Universal Design</li> <li>2. Visitability</li> </ol>	✓ Completed 2023	City of Franklin, Franklin Twp, Deerfield Twp



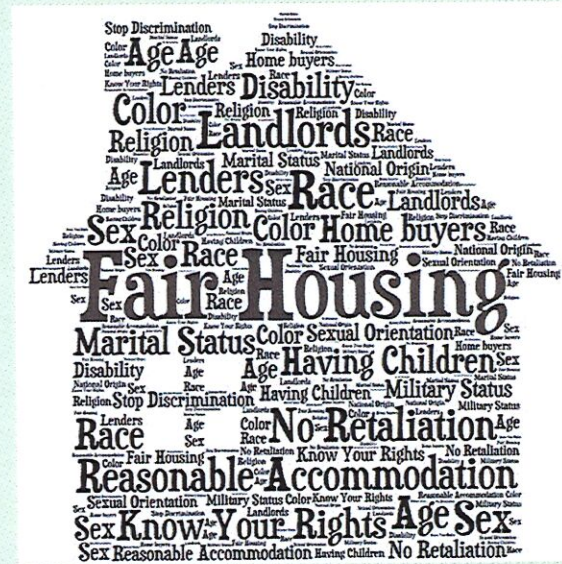
# Additional Slides



# CIVIL RIGHTS ACT OF 1968

## FAIR HOUSING ACT

Prohibits discrimination in housing-related activities based on race, color, religion, sex, national origin, familial status, and disability.



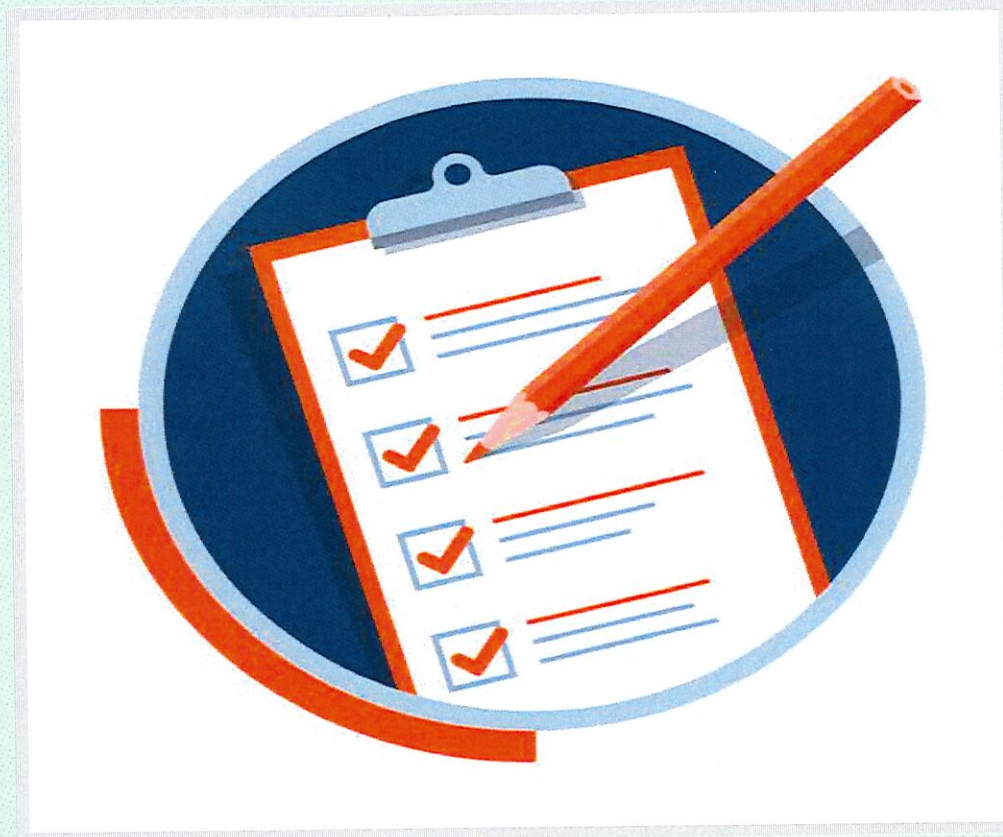
The Ohio Fair Housing Act includes military status and ancestry.

# AFH REQUIREMENTS

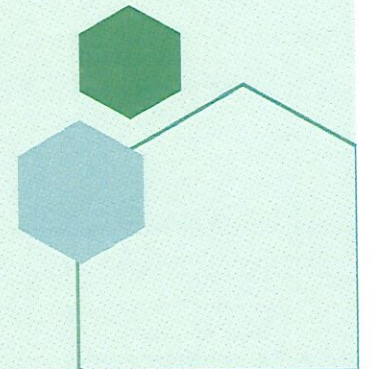
- Determine who lacks access to opportunity and address any inequity among protected class groups.
- Promote integration and reduce segregation.
- Transform racially or ethnically concentrated areas of poverty into areas of opportunity.



# Recommendations

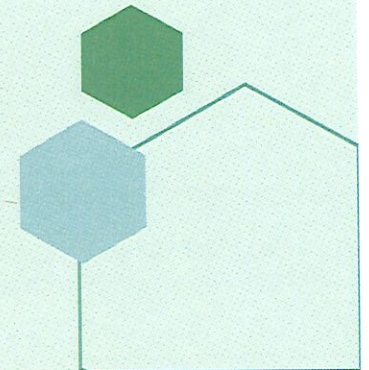
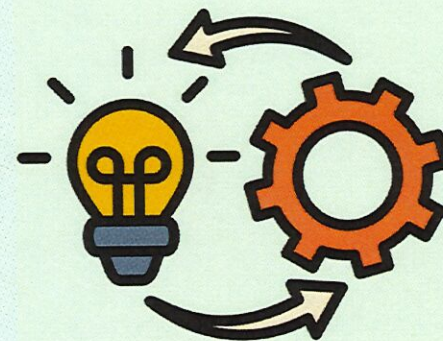


Potential Next Steps



# Implementation

- Goals outlined in Assessment of Fair Housing (AFH) are included in Annual Action Plan and Consolidated Plan.
- Warren County Regional Planning Commission (RPC) and Grants Administration will monitor goals and develop two-year work programs to assess implementation of outlined AFH goals.



# Conclusion



# Implementation

## Goal 1

Goals	Contributing Factors	Fair Housing Issues	Metrics, Milestones, and Timeframe Achievement	Responsible Program Participants
<p><b>Update Zoning Codes that have a Disparate Impact on Fair Housing</b></p>	<ol style="list-style-type: none"> <li>1. Lack of political will and community support.</li> <li>2. Unawareness of the impact that certain provisions zoning code have on fair housing.</li> <li>3. Restricted zoning standards on the variety of housing types.</li> </ol>	<ol style="list-style-type: none"> <li>1. Lack of housing availability for protected classes.</li> <li>2. Lack of access to high opportunity areas.</li> </ol>	<p>Within four years, update two local zoning codes to address either of the following:</p> <ol style="list-style-type: none"> <li>1. Mixed-use/cluster development;</li> <li>2. Wider range of permitted housing types;</li> <li>3. Reasonable Accommodation;</li> <li>4. Eliminate impediments for group and recovery homes;</li> <li>5. Accessory dwelling units and intergenerational housing;</li> <li>6. Upper-story residential or the reuse of office space for residential purposes.</li> </ol>	<p>Warren County Regional Planning Commission, Warren County Jurisdictions</p>

# Implementation

## Goal 2

Goals	Contributing Factors	Fair Housing Issues	Metrics, Milestones, and Timeframe Achievement	Responsible Program Participants
<p><b>Expand Fair Housing Training</b></p>	<ol style="list-style-type: none"> <li>1. Insufficient knowledge and awareness regarding fair housing laws.</li> <li>2. Limited accessibility of fair housing training opportunities.</li> <li>3. No central or recognized entity to provide fair housing training.</li> </ol>	<ol style="list-style-type: none"> <li>1. Unintentional housing discrimination</li> <li>2. Denial of housing based on source of income, in particular income from nonprofit housing providers</li> </ol>	<p>Within the next three years, partner with the Ohio Attorney General's Office's Civil Rights Section to effectively educate residents and enforce fair housing practices.</p>	<p>Warren County Government Officials, Housing Opportunities Made Equal, Housing Providers, Safe on Main</p>



# Implementation

## Goal 3

Goals	Contributing Factors	Fair Housing Issues	Metrics, Milestones, and Timeframe Achievement	Responsible Program Participants
<p><b>Analyze Transit and Transportation Options</b></p>	<ol style="list-style-type: none"> <li>Limited accessibility and opportunity for transportation among residents</li> <li>Segmented transit systems split among multiple organizations and programs</li> </ol>	<p>Lack of reliable, public transit availability for access to employment, opportunity areas, services, and advanced education.</p>	<p>Within six months, re-establish a Transit Advisory Committee.</p> <p>Within five years, establish a pilot program that improves transportation efficiency within a selected community.</p> <p>Within two years, contact state legislators to discuss the impact of size requirement for vehicles transporting students.</p>	<p>Warren County Government Officials, Warren County Grants Administration, Warren County School Districts</p>

# Implementation

## Goal 4

Goals	Contributing Factors	Fair Housing Issues	Metrics, Milestones, and Timeframe Achievement	Responsible Program Participants
<p><b>Neighborhood Improvement</b></p>	<ol style="list-style-type: none"> <li>1. Areas of limited and coordinated public and private improvements.</li> <li>2. Lack of long-term planning.</li> </ol>	<ol style="list-style-type: none"> <li>1. Limited access to high opportunity areas.</li> <li>2. Marginal access to advanced educational services.</li> <li>3. Access to employment.</li> </ol>	<p>Within two years, develop area or comprehensive plans for areas of low opportunity.</p>	<p>Warren County Regional Planning Commission, Local Planning Commissions</p>

# Implementation

## Goal 5

Goals	Contributing Factors	Fair Housing Issues	Metrics, Milestones, and Timeframe Achievement	Responsible Program Participants
<p><b>Greater Participation in Advanced Education, Vocational Schools, and Financial Literacy Programs</b></p>	<ol style="list-style-type: none"> <li>1. Lack of financial literacy and educational opportunities.</li> <li>2. Limited higher-educational and vocational schools within the County.</li> <li>3. Unawareness of financial literacy and debt counseling programs.</li> </ol>	<ol style="list-style-type: none"> <li>1. Limited employment opportunities for workforce without advanced education.</li> <li>2. Lack of access to higher education and vocational schools within the County.</li> <li>3. Limited opportunities for financial stability.</li> </ol>	<p>Within two years, provide resources and brochures for students and parents on advanced educational opportunities, online education, and financial training.</p>	<p>Warren County Government Officials, Warren County Career Center, Sinclair Mason Campus, Warren County Local School Districts, United Way of Warren County, OhioMeansJobs, Local Financial Institutions</p>

# Implementation

## Goal 6

Goals	Contributing Factors	Fair Housing Issues	Metrics, Milestones, and Timeframe Achievement	Responsible Program Participants
<p><b>Address Mental Health Disparities</b></p>	<ol style="list-style-type: none"> <li>1. Increasing population with mental health issues throughout the County</li> <li>2. Limited access to healthcare resources for all residents.</li> <li>3. Prominence of health care resources in higher opportunity areas.</li> <li>4. Segmented coordination and limited public awareness provided by mental health providers</li> </ol>	<p>Marginal healthcare opportunities provided to protected classes.</p>	<p>Within four years, coordinate with the Mental Health Recovery Board of Warren and Clinton County to address mental health trends within the region, and among protected classes.</p> <p>Within five years, establish a mental health advisory task force to facilitate awareness and coordination among service providers.</p> <p>Within three years, strengthen and continue the Sobriety, Treatment and Reducing Trauma (START) program.</p>	<p>Mental Health Recovery Board of Warren and Clinton County, Warren County Combined Health Department, Warren County Board of Developmental Disabilities, Warren County Community Services, Warren County Children Services, Warren County Court and Sheriff's Office, Local Hospitals and Health Centers, Council on Aging of Southwest Ohio</p>

# Implementation

## Goal 7

Goals	Contributing Factors	Fair Housing Issues	Metrics, Milestones, and Timeframe Achievement	Responsible Program Participants
<p><b>Encourage School-Based Health Centers</b></p>	<p>1. Concentrated health care resources in higher opportunity school districts.</p>	<p>Limited access of healthcare resources among students of protected classes.</p>	<p>Within five years, establish a new school-based health center or cognitive behavioral therapy program in Warren County.</p> <p>Within one year, analyze, in coordination with the existing school districts, the positive impacts of school-based health centers.</p>	<p>Warren County Government Officials, Warren County Community Service's Early Learning Center, Warren County Local School Districts</p>

# Implementation

## Goal 8

Goals	Contributing Factors	Fair Housing Issues	Metrics, Milestones, and Timeframe Achievement	Responsible Program Participants
<p><b>Evaluate Scattered Site Public Housing Versus Concentrated Public Housing Options</b></p>	<ol style="list-style-type: none"> <li>1. Availability and cost of land.</li> <li>2. Location based on need.</li> <li>3. Availability of access to public transit.</li> <li>4. Uneven distribution of public housing opportunities.</li> </ol>	<ol style="list-style-type: none"> <li>1. Segregation of protected classes.</li> <li>2. Limited access to opportunity.</li> </ol>	<p>Within three years, communicate a preference to housing service providers.</p>	<p>Warren County, Government Officials, Housing Service Providers</p>

# Implementation

## Goal 9

Goals	Contributing Factors	Fair Housing Issues	Metrics, Milestones, and Timeframe Achievement	Responsible Program Participants
<p><b>Promote Affordable, Quality Childcare Access</b></p>	<ol style="list-style-type: none"> <li>1. Insufficient availability of childcare opportunities within the County.</li> <li>2. Difficulty among parents to remain within the workforce with limited availability of quality, affordable childcare access within the County.</li> </ol>	<p>Limited access to reliable, affordable, quality childcare resources among parents of protected classes.</p>	<p>Within two years, contract with a childcare service provider to promote affordable and quality childcare access.</p> <p>Within three years, work to encourage a major on-site employer-sponsored childcare facility.</p>	<p>Warren County Government Officials, Warren County Division of Human Services, Warren County Community Services, Childcare Providers (Nonprofit and For-Profit), Warren County Economic Development</p>

# Implementation

## Goal 10

Goals	Contributing Factors	Fair Housing Issues	Metrics, Milestones, and Timeframe Achievement	Responsible Program Participants
<p><b>Provide Accessible Housing for Aging Residents and People with Disabilities</b></p>	<p>1. Limited housing availability for aging residents and people with disabilities</p>	<p>Restrictive housing availability and opportunity among protected classes.</p>	<p>Within four years, update two local zoning codes or comprehensive plans to address either of the following:</p> <ul style="list-style-type: none"> <li>1. Universal Design.</li> <li>1. Visitability.</li> </ul>	<p>Warren County Regional Planning Commission, Warren County Jurisdictions, Council on Aging of Southwest Ohio, Warren County Board of Developmental Disabilities</p>

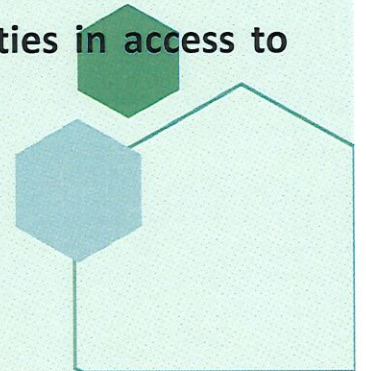


# Fair Housing and Affordable Housing

“Providing affordable housing is not synonymous with [Affirmatively Furthering Fair Housing] AFFH. Providing affordable housing for low- and moderate-income families is not, in and of itself, sufficient to affirmatively further fair housing. **The delivery of decent, safe, and affordable housing provides a useful service, but by itself does not necessarily fulfill the goals and purposes of affirmatively further fair housing.**”

To affirmatively further fair housing, a program participant must **take steps to ensure that the housing is available regardless of race, color, national origin, sex, disability, or familial status.** The program participant also must consider the location of affordable housing and strategically leverage affordable housing as a means to **overcome patterns of segregation, promote fair housing choice, and eliminate disparities in access to opportunity and disproportionate housing needs.”**

- HUD AFFH Rule Guidebook



# Fair Housing - Discrimination

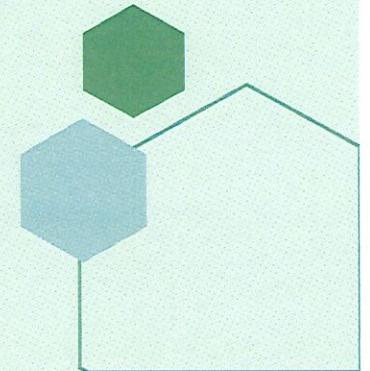
## What type of discrimination is illegal?

- Intentional discrimination/disparate treatment
- Policies that have discriminatory effect/disparate impact
  - Incl. zoning laws or decisions
  - HUD issued regulation 2/15/13
- Denial of reasonable accommodation for person with a disability
  - Includes denials by government officials
- Statements indicating preference/limitation

The AFH addresses both disparate impact and disparate treatment (policies that cause systemic inequality in housing, regardless of whether they were adopted with discriminatory intent).

**Disparate Impact** - unintentional discrimination

**Disparate Treatment** – intentional discrimination



## Fair Housing – AFH Process

- Civil Rights Act of 1968 identifies **protected classes**. HUD mandates fair housing assessments of protected classes every five years for CDBG funding eligibility.
- **In 2021**, HUD replaces the Analysis of Impediments to Fair Housing (AI) with the Assessment of Fair Housing (AFH).
- HUD reviews and either **approves** or **denies** submitted AFH plans. HUD also verifies that the AFH recommendations are geared towards improving fair housing conditions for protected groups.

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO APPROVE THE WARREN COUNTY ASSESSMENT OF FAIR HOUSING RELATIVE TO THE WARREN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT PROGRAM

WHEREAS, Warren County desires to continue the Community Development Block Grant program, and

WHEREAS, as a condition set forth by the U.S. Department of Housing & Urban Development, the County must develop an Assessment of Fair Housing as a requirement of the Community Development Block Grant (CDBG) Entitlement Program; and

NOW THEREFORE BE IT RESOLVED, to approve the Assessment of Fair Housing relative to Warren County's CDBG Entitlement Program, as attached hereto and made a part hereof.

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

M  
M  
M

Resolution adopted this \_\_\_ day of \_\_\_\_\_ 2023.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tina Osborne, Clerk

/sm

cc: OGA (file)  
Warren County Regional Planning Commission (file)

RECEIVED  
2023 OCT 19 PM 12:05  
WARREN COUNTY COMMISSIONERS