

# Resolution

Number 20-1795

Adopted Date December 15, 2020

## DESIGNATE EXTENDED ILLNESS LEAVE FOR MICHAEL GATES, WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, it is necessary to designate An Extended Illness Leave of Absence for Michael Gates within the Water and Sewer Department; and

NOW THEREFORE BE IT RESOLVED, to designate Extended Illness Leave of Absence for Michael Gates for a personal illness not to exceed twelve (12) weeks; pending further documentation from Mr. Gates' physician.

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Water/Sewer (file)  
M. Gates Extended Illness file  
OMB – Sue Spencer

# Resolution

Number 20-1796

Adopted Date December 15, 2020

ENTER INTO AN EXCLUSIVE AND PERMANENT HIGHWAY EASEMENT AGREEMENT AND A TEMPORARY CONSTRUCTION EASEMENT WITH MARILYN J. HARKLEROAD (UNMARRIED) FOR THE LYTLE-FIVE POINTS ROAD AND BUNNELL HILL ROAD INTERSECTION-ROUNDAABOUT IMPROVEMENT PROJECT


BE IT RESOLVED, to enter into an exclusive and permanent highway easement agreement and a temporary construction easement agreement, with Marilyn J. Harkleroad, unmarried, for the Lytle-five Points Road and Bunnell Hill Road Intersection-Roundabout Improvement Project for the sum of \$30,000.00, as attached hereto and made a part hereof.

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Harkleroad, Marilyn J.  
Engineer (file)  
Recorder  
Easement file

**EASEMENT AGREEMENT IN THE NAME OF AND FOR THE USE OF  
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS  
P.I.N. #04-03-476-013 (Pt.)**

**ARTICLES OF AGREEMENT**

This Easement Agreement (the "Agreement") is entered into the date stated below by Marilyn J. Harkleroad, unmarried, whose tax mailing address is 9025 Bunnell Hill Road, Centerville, OH 45458 (the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "Grantee").

The Purpose of this Agreement is to obtain the necessary exclusive and permanent highway easement and temporary access rights for the Lytle-Five Points Road and Bunnell-Hill Road Intersection - Roundabout Improvement (the "Project"), being a part of a public roadway open to the public without charge, the necessity of which has been determined by Grantee's Resolution No. 19-0039, dated January 15, 2019.

That the Grantor, for and in consideration of the sum of Thirty Thousand and no/100 Dollar(s) (\$ 30,000.00) paid to her by the Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell, and release to the Grantee, its successors and assigns, an exclusive and permanent highway easement, and a temporary construction easement, over a part of a 0.5 acre parcel situated in Section 2, Town 2, Entire Range 5 Between the Miamis Original Land Subdivision, Clearcreek Township, Warren County, State of Ohio and being the same premises described in the instruments recorded in the Warren County Recorder's Office as O.R. Vol. 5346, Page 12 and O.R. Vol. 1026, Page 985. Said permanent highway easement shall be used for the purpose of improving and maintaining a public road, and said temporary construction easement shall be used by Grantee and its agents for purposes related to constructing a portion of the Project upon, over and under the lands hereafter described as follows:

## **EXCLUSIVE & PERMANENT HIGHWAY EASEMENT LEGAL DESCRIPTION**

**See Exhibit "A" for details.**

**See Exhibit "C" for drawing.**

## **TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION**

**See Exhibit "B" for details.**

**See Exhibit "C" for drawing.**

As additional consideration, Grantee shall do the following, at Grantee's sole cost, no later than the termination date of the temporary construction easement:

- 1) Grantee or its agent shall disconnect from the dwelling and abandon the on-site septic tank in accordance with the Warren County Health Department Regulations, and disconnect and abandon the lateral pipe from the dwelling to the septic tank.
- 2) Grantee or its agent shall connect a new lateral pipe from a sewer manhole that will be installed in the permanent easement area and run such lateral pipe to the rear of the dwelling and tie into the existing plumbing at the foundation of the dwelling. The area disturbed by the lateral pipe construction shall be seeded and strawed. Grantor hereby grants Grantee and its agent a temporary license to enter onto Grantor's property outside the permanent and temporary easement areas for installation of the lateral pipe until completion of the lateral pipe installation, and until completion of restoration of disturbed areas.
- 3) Grantee will pay the City of Springboro the required public sewer connection fee on behalf of Grantor.
- 4) For purposes of protecting existing landscaping that will remain after construction of the sewer lateral, Grantee or its agent will install orange four foot high plastic construction fencing around the perimeter of any trees and shrubs that exist near any areas that will be disturbed by construction activities related to the installation of the sewer lateral pipe on Grantor's property as follows: (a) for evergreen trees and shrubs, the fencing shall wrap around the perimeter of the tree or shrub, and (b) for deciduous trees, the fencing shall be installed at the edge of the widest part of the tree canopy. The specific trees and shrubs to be protected, and the specific location of the orange construction fencing, will be determined in the field by the contractor and County Engineer after discussion with and input by the Grantor. Grantor hereby grants Grantee and its agent a temporary license to enter onto Grantor's property outside the permanent and temporary easement areas during installation and removal of the plastic construction fencing for such purposes.
- 5) Grantee or its agent will fell and remove the large maple tree and any debris therefrom located on the property. The location of the large maple tree is illustrated on Exhibit C. Grantor hereby grants Grantee and its agent a temporary license to enter onto Grantor's property outside the permanent and temporary easement areas during the tree removal for such purposes.

The Exclusive and Permanent Highway Easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall run with the land. The Temporary Construction Easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the earlier of the completion of the Lytle-Five Points Road and Bunnell-Hill Road Intersection – Roundabout Improvement, or August 21, 2021. Grantor shall have the right to repurchase this property for its fair market value at the time of repurchase in accordance with Ohio Rev. Code § 163.211, but only in the event Grantee decides not to use the property for the purpose stated herein. However, such right of repurchase shall be extinguished if any one of the following occurs, to-wit: (i) the Grantor declines to repurchase the property; (ii) the Grantor fails to repurchase the property within sixty (60) days after the Grantee offers the property for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of this Agreement. The Grantor's right of repurchase is not assignable, nor does it run with the land.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any disputes arising out of or relating in any way to this Agreement shall exclusively be in the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of or related in any way to this Agreement in any other state or federal court.

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**GRANTOR**

**IN EXECUTION WHEREOF**, Marilyn J. Harkleroad, unmarried, the Grantor herein, has set her hand hereto on the date stated below.

SIGNATURE: Marilyn J. Harkleroad  
PRINTED NAME: Marilyn J. Harkleroad  
DATE: 12/4/2020

**STATE OF OHIO, COUNTY OF WARREN, ss:**

**BE IT REMEMBERED**, on this 4<sup>th</sup> day of December, 2020, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be **Marilyn J. Harkleroad**, being the **Grantor** in the foregoing Agreement, and acknowledged the signing thereof to be her voluntary act and deed.



TERESA M. BAMBERGER  
Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration  
Date, Section 147.03 O.R.C.

Notary Public: Teresa M. Bamberger  
My commission expires: N/A

**GRANTEE**

**IN EXECUTION WHEREOF**, the Warren County Board of County Commissioners, the Grantee herein, has caused this instrument to be executed by David Young, it's President or Vice-President on the date stated below, pursuant to Resolution No. 20-1796, dated 12/15/20.

**WARREN COUNTY BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]  
PRINTED NAME: David Young  
TITLE: President  
DATE: 12/15/20

**STATE OF OHIO, COUNTY OF WARREN, ss:**

**BE IT REMEMBERED**, on this 15<sup>th</sup> day of December, 2020 before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be David Young, the President or Vice-President of the Warren County Board of County Commissioners, being the **Grantee** in the foregoing Agreement, and acknowledged the signing thereof to be his voluntary act and deed, and pursuant to a resolution authorizing such act.

Notary Public: [Signature]  
My commission expires: 7/9/23

Prepared by:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO  
By: [Signature]  
Bruce McGary, Assistant Prosecutor  
520 Justice Drive, 2<sup>nd</sup> Floor  
Lebanon, OH 45036  
Ph. (513) 695-1384  
Fx. (513) 695-2962  
Email: [bruce.mcgary@warrencountyprosecutor.com](mailto:bruce.mcgary@warrencountyprosecutor.com)



KIANA HAWK  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 7/9/2023

**EXHIBIT A**

Ver. Date 03/26/2019

PART OF PIN 04-03-476-013

**WAR-CR46/TR128-ROUNDAABOUT  
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
ENGINEER'S OFFICE OF WARREN COUNTY, OHIO  
8-SH**

An exclusive perpetual easement for public highway and road purposed, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the Engineer's Office of Warren County, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing right of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

**[Surveyor's description of the premises follows]**

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Situated in the State of Ohio, County of Warren, and Township of Clearcreek and being a part of Section 3, Town 2, Range 5 of Between the Miami's original land subdivision;

Being part of a record 0.50 acre parcel as conveyed to **Marilyn J. Harkleroad** by Official Record Volume 5346 and Page 12 of the Warren County Recorder's Records, being bounded and described as follows:

Beginning at the southeast corner of Section 3 at the intersection of Lytle-Five Points Road with Bunnell Hill Road and the southeast corner of said Harkleroad parcel;

**thence North 71 degrees 40 minutes 13 seconds West**, a distance of **86.49 feet**, along the southerly line of Section 3, the centerline of Lytle-Five Points Road, and the southerly line of said Harkleroad parcel, to a point at the southwesterly corner of said Harkleroad parcel and the southeasterly corner of a record 1.0809 acre parcel as conveyed to **HRC Investments, Inc.** by Document Number 2016-025301 of the Warren County Recorder's Records;

**thence North 14 degrees 49 minutes 13 seconds West**, for a distance of **35.83 feet**, along the southwesterly line of said Harkleroad parcel and the southeasterly line of said HRC Investments Inc. parcel, to a point on the existing northerly right-of-way line of Lytle-Five Points Road, referenced by an iron pin with plastic cap marked "CESO" found bearing South 78 degrees 12 minutes 13 seconds East, at a distance of 0.19 feet, said point being the **Principle Point of Beginning** for the parcel described herein;



**EXHIBIT A**

1. **thence North 14 degrees 49 minutes 13 seconds West**, for a distance of **18.41 feet**, along the southwesterly line of said Harkleroad parcel and the southeasterly line of said HRC Investments Inc. parcel, to a point;
2. **thence South 87 degrees 18 minutes 59 seconds East**, for a distance of **51.32 feet**, to a point;
3. **thence North 55 degrees 24 minutes 04 seconds East**, for a distance of **27.65 feet**, to a point on the existing westerly right-of-way line of Bunnell Hill Road;
4. **thence South 05 degrees 01 minutes 22 seconds West**, for a distance of **52.74 feet**, along the existing westerly right-of-way line of Bunnell Hill Road, to a point at the intersection of the existing westerly right-of-way line of Bunnell Hill Road and the existing northerly right-of-way line of Lytle-Five Points Road;
5. **thence North 71 degrees 40 minutes 13 seconds West**, for a distance of **68.16 feet**, along the existing northerly right-of-way line of Lytle-Five Points Road, to the **Principle Point of Beginning** and containing 0.046 acres (2,010 square feet), more or less, out of Auditor Parcel Number 04-03-476-013.

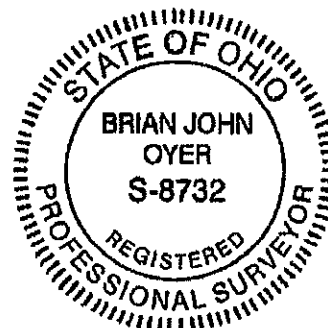
The Basis of Bearing referred to herein is relative to Grid North of the Ohio State Plane Coordinate System, South Zone, NAD83 (2011) Datum.

This description was prepared and reviewed under the direct supervision of Brian J. Oyer P.S. 8732, from a survey by Strand Associates, Inc in early 2015 and August 2018.

Date: 2 - 13 - 2020



\_\_\_\_\_  
Brian J. Oyer P.S. 8732



**EXHIBIT B**

Ver. Date 03/26/2019

PART OF PIN 04-03-476-013

**WAR-CR46/TR128-ROUNDAABOUT  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
CONSTRUCT A ROUNDAABOUT  
BY THE ENGINEER'S OFFICE OF WARREN COUNTY, OHIO  
8-T**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Warren, and Township of Clearcreek and being a part of Section 3, Town 2, Range 5 Between the Miami's original land subdivision;

Being part of a record 0.50 acre parcel as conveyed to **Marilyn J. Harkleroad** by Official Record Volume 5346 and Page 12 of the Warren County Recorder's Records, being bounded and described as follows:

Beginning at the southeast corner of Section 3 at the intersection of Lytle-Five Points Road with Bunnell Hill Road and the southeast corner of said Harkleroad parcel;

**thence North 71 degrees 40 minutes 13 seconds West**, a distance of **86.49 feet**, along the southerly line of Section 3, the centerline of Lytle-Five Points Road, and the southerly line of said Harkleroad parcel, to a point at the southwesterly corner of said Harkleroad parcel and the southeasterly corner of a record 1.0809 acre parcel as conveyed to **HRC Investments, Inc.** by Document Number 2016-025301 of the Warren County Recorder's Records;

**thence North 14 degrees 49 minutes 13 seconds West**, for a distance of **54.24 feet**, along the southwesterly line of said Harkleroad parcel and the southeasterly line of said HRC Investments Inc. parcel, passing over an iron pin with plastic cap marked "CESO" found at a distance of 35.83 feet, to a point, said point being the **Principle Point of Beginning** for the parcel described herein;

1. **thence North 14 degrees 49 minutes 13 seconds West**, for a distance of **5.50 feet**, along the southwesterly line of said Harkleroad parcel and the southeasterly line of said HRC parcel, to a point;
2. **thence South 85 degrees 43 minutes 17 seconds East**, for a distance of **49.19 feet**, to a point;
3. **thence North 59 degrees 32 minutes 47 seconds East**, for a distance of **22.44 feet**, to a point;

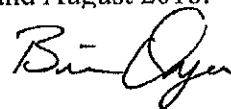
**EXHIBIT B**

4. **thence North 03 degrees 19 minutes 44 seconds East**, for a distance of **134.68 feet**, to a point on the northerly line of said Harkleroad parcel and the southerly line of a record 0.894 acre parcel as conveyed to **James W. Price** by Official Record Volume 4365 and Page 330 of the Warren County Recorder's Record;
5. **thence South 71 degrees 40 minutes 13 seconds East**, for a distance of **11.27 feet**, along the northerly line of said Harkleroad parcel and the southerly line of said Price parcel, to a point on the existing westerly right-of-way line of Bunnell Hill Road;
6. **thence South 05 degrees 01 minutes 22 seconds West**, for a distance of **131.13 feet**, along the existing westerly right-of-way line of Bunnell Hill Road, to a point;
7. **thence, South 55 degrees 24 minutes 04 seconds West**, for a distance of **27.65 feet**, to a point;
8. **thence North 87 degrees 18 minutes 59 seconds West**, for a distance of **51.32 feet**, to the **Principle Point of Beginning** and containing 0.035 acres (1,530 square feet), more or less, out of Auditor Parcel Number 04-03-476-013.

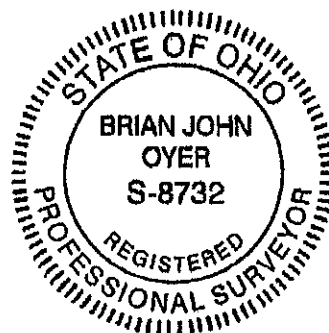
The Basis of Bearing referred to herein is relative to Grid North of the Ohio State Plane Coordinate System, South Zone, NAD83 (2011) Datum.

This description was prepared and reviewed under the direct supervision of Brian J. Oyer P.S. 8732, from a survey by Strand Associates, Inc in early 2015 and August 2018.

Date: 2 - 13 - 2020



\_\_\_\_\_  
Brian J. Oyer P.S. 8732





# EXHIBIT C

## Legend



Temporary Construction Easement (TMP)



Perpetual Highway Easement (SH)

HRC INVESTMENTS, INC.  
30 WEST LYLE-FIVE POINTS ROAD  
04-03-476-012  
DOCUMENT NO. 2016-025301  
1.0809 ACRES

MARILYN J. HARKLER ROAD  
9025 BUNNELL HILL RD  
04-03-476-013  
OR 5346 PAGE 12  
0.50 ACRES

8-T  
0.035 ACRES  
(1,530 SQ. FT.)

8-SH  
0.048 ACRES  
(2,016 SQ. FT.)

MAPLE TREE  
TO BE  
REMOVED

S:\BC\13800--389953866\0038.Dr.cw\ings\CA\38\Sheets\389953866\Exhibit\2.dgn 2/13/2020 3:32:20 PM scrl

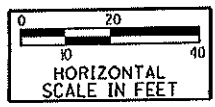
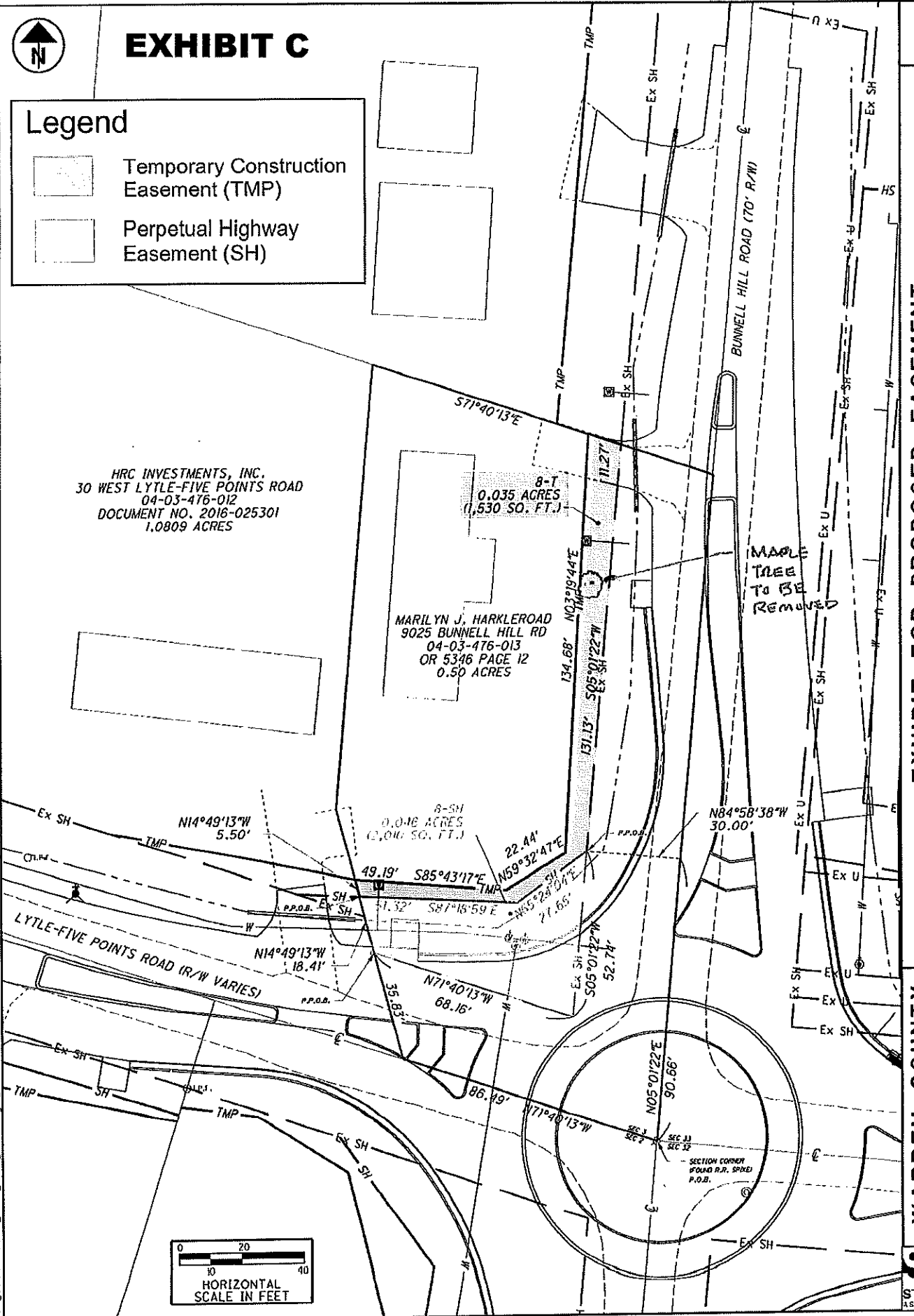


EXHIBIT FOR PROPOSED EASEMENT  
9025 BUNNELL HILL RD

WARREN COUNTY  
OHIO





# EXHIBIT C

## Legend



Temporary Construction Easement (TMP)



Perpetual Highway Easement (SH)

HRC INVESTMENTS, INC.  
30 WEST LYTLE-FIVE POINTS ROAD  
04-03-476-012  
DOCUMENT NO. 2016-025301  
1.0809 ACRES

MARILYN J. HARKLEROD  
9025 BUNNELL HILL RD  
04-03-476-013  
OR 5346 PAGE 12  
0.50 ACRES

8-T  
0.035 ACRES  
(1,530 SQ. FT.)

8-SH  
0.046 ACRES  
(2,010 SQ. FT.)

BUNNELL HILL ROAD (70' R/W)

LYTLE-FIVE POINTS ROAD (R/W VARIES)

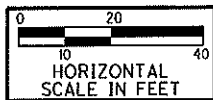


EXHIBIT FOR PROPOSED EASEMENT  
9025 BUNNELL HILL RD

WARREN COUNTY  
OHIO



S:\PC\IN\3800--3899\Drawings\CADD\Sheets\RW Exhibits\Work in Progress\Scrotch\Exhibit112.dgn 2/13/2020 3:32:20 PM car:lr

# Resolution

Number 20-1797

Adopted Date December 15, 2020

ENTER INTO A TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT WITH JAMES W. PRICE (UNMARRIED) FOR THE LYTLE-FIVE POINTS ROAD AND BUNNELL HILL ROAD INTERSECTION-ROUNDAABOUT IMPROVEMENT PROJECT

BE IT RESOLVED, to enter into temporary construction easement agreement, with James W. Price, unmarried, for the Lytle-five Points Road and Bunnell Hill Road Intersection-Roundabout Improvement Project for the sum of \$6650.00, as attached hereto and made a part hereof.

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Price, James W.  
Engineer (file)  
Easement file

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT  
IN THE NAME OF AND FOR THE USE OF  
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS  
P.I.N. # 04-03-476-009-0 (Pt.)**

**ARTICLES OF AGREEMENT**

This Temporary Construction Easement Agreement (the "Agreement") is entered into the date stated below by James W. Price, unmarried, whose tax mailing address is 9043 Bunnell Hill Road, Centerville, Ohio 45458 (the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "Grantee").

The Purpose of this Agreement is to obtain temporary rights needed for the Lytle-Five Points Road and Bunnell-Hill Road Intersection - Roundabout Improvement, being a part of a public roadway open to the public without charge, the necessity of which has been determined by Grantee's Resolution No. 19-0039, dated January 15, 2019 (the "Project").

That the Grantor, for and in consideration of the sum of Six Thousand Six Hundred Fifty and 00/100 Dollar(s) (\$6,650.00) paid to him through the Clerk of Courts of the Warren County Court of Common Pleas in an appropriation lawsuit, the receipt and sufficiency of which are hereby stipulated, and other valuable consideration stated herein, does hereby grant, bargain, sell, and release to the Grantee, its successors and assigns, a temporary construction easement over a part of a parcel situated in Section 2, Town 2, Range 5 of Between the Miami's original land subdivision, Clearcreek Township, Warren County, State of Ohio, consisting of 0.894 acre and being the same premises described in a deed recorded in the Warren County, Ohio Recorder's Office as O.R. Vol. 4365, Page 330, said temporary construction easement shall be for any and all purposes relating to the Grantor and its agents constructing the Project, with the temporary easement being upon, over and under the lands hereafter described, as follows:

**TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION**

**See Exhibit "A" for details.  
See Exhibit "B" for drawing.**

As additional consideration for the temporary easement being granted herein, Grantee shall do the following, at Grantee's sole costs, no later than termination date of this Agreement:

- 1) Grantee shall install and maintain a raised edge at the juncture of Grantor's driveway to the Bunnell Hill Road pavement to prevent surface water from Bunnell Hill Road draining onto Grantor's driveway. The position of the raised edge will be determined in the field by the contractor and County Engineer after discussion with and input by the Grantor. The obligation of Grantee to maintain the raised edge preventing stormwater runoff from Bunnell Hill Road draining onto Grantor's property shall survive the termination of this Temporary Construction Easement.
- 2) Grantee shall extend the driveway culvert pipe north to the existing culvert on Bunnell Hill Road north of Grantor's driveway; and,
- 3) Grantee shall remove the large tree at the southwest corner of the herein described temporary easement area. Grantor does hereby grant Grantee and its agents a temporary license to enter onto a part of Grantor's property in close proximity to said tree (beyond the herein described temporary easement area) to complete this task.

Except as stated in Paragraph (1) above, The temporary construction easement granted herein, effective March 4, 2020, shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns, and shall terminate on August 21, 2021, at 11:59PM.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any disputes arising out of or relating in any way to this Agreement shall exclusively be in the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of or related in any way to this Agreement in any other state or federal court.

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GRANTOR

IN EXECUTION WHEREOF, James W. Price, unmarried, the Grantor herein, has hereunto set his hand hereto on the date stated below.

SIGNATURE: James W. Price SR.  
PRINTED NAME: James W. Price SR.  
DATE: 12/4/20

STATE OF OHIO, COUNTY OF WARREN, ss:

BE IT REMEMBERED, on this 4th day of DECEMBER, 2020, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be **James W. Price**, being the **Grantor** in the foregoing Agreement, and acknowledged the signing thereof to be his voluntary act and deed. This instrument was acknowledged in compliance with R.C. 147.542 (D)(1).



TERESA M. BAMBERGER  
Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration Date. Section 147.03 O.R.C.  
The remainder of the page is blank]

Notary Public: Teresa Bamberger  
My commission expires: N/A

**GRANTEE**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, has caused this instrument to be executed by David Young, it's President on the date stated below, pursuant to Resolution No. 20-1797, dated 12/15/20

**WARREN COUNTY BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]  
PRINTED NAME: David Young  
TITLE: President  
DATE: 12/15/20

**STATE OF OHIO, COUNTY OF WARREN, ss:**

BE IT REMEMBERED, on this 15<sup>th</sup> day of December, 2020 before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be David Young, the President of the Warren County Board of County Commissioners, the Grantee in the foregoing Agreement, and acknowledged the signing thereof to be his voluntary act and deed, and pursuant to said resolution authorizing such act. This instrument was acknowledged in compliance with R.C. 147.542 (D)(1).

Notary Public: [Signature]  
My commission expires: 7/9/23

Prepared by:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: [Signature]  
Bruce McGary, Assistant Prosecutor  
520 Justice Drive, 2<sup>nd</sup> Floor  
Lebanon, OH 45036  
Ph. (513) 695-1384  
Fx. (513) 695-2962  
Email: [bruce.mcgary@warrencountyprosecutor.com](mailto:bruce.mcgary@warrencountyprosecutor.com)



KIANA HAWK  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 7/9/2023

**EXHIBIT A**

Ver. Date 03/19/2019

PART OF PIN 04-03-476-009

**WAR-CR46/TR128-ROUNDAABOUT  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
CONSTRUCT A ROUNDAABOUT  
BY THE ENGINEER'S OFFICE OF WARREN COUNTY, OHIO  
5-T**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Warren, and Township of Clearcreek and being a part of Section 3, Town 2, Range 5 of Between the Miami's original land subdivision;

Being part of a record 0.894 acre parcel as conveyed to **James W. Price** by Official Record Volume 4365 and Page 330 of the Warren County Recorder's Records, being bounded and described as follows:

Beginning at the southeast corner of Section 3 and the intersection of the centerline of Township Road 128 (Bunnell Hill Road) with the centerline of County Road 46 (Lytle-Five Points Road);

**thence North 05 degrees 01 minutes and 22 seconds East**, for a distance of **214.70 feet**, along the easterly line of Section 3 and the centerline of Bunnell Hill Road, to a point at the southeasterly corner of said Price parcel and the northeasterly corner of a record 0.50 acre parcel as conveyed to **Marilyn J. Harkleroad** by Official Record Volume 5346 and Page 12;

**thence North 71 degrees 40 minutes 13 seconds West**, for a distance of **30.83 feet**, along the southerly line of said Price parcel and the northerly line of said Harkleroad parcel, to a point on the existing westerly right-of-way line of Bunnell Hill Road, said point being the **Principle Point of Beginning** for the parcel described herein;

1. **thence North 71 degrees 40 minutes 13 seconds West**, for a distance of **21.92 feet**, along the southerly line of said Price parcel and the northerly line of said Harkleroad parcel, to a point;
2. **thence North 04 degrees 58 minutes 26 seconds East**, for a distance of **140.72 feet**, to a point;
3. **thence South 85 degrees 07 minutes 35 seconds East**, for a distance of **21.46 feet**, to a point on the existing westerly right-of-way line of Bunnell Hill Road;

**EXHIBIT A**

4. **thence South 05 degrees 01 minutes 22 seconds West**, for a distance of **145.82 feet**, along the existing westerly right-of-way line of Bunnell Hill Road, to the **Principle Point of Beginning** and containing 0.070 acres (3,065 square feet), more or less, out of Auditor Parcel Number 04-03-476-009.

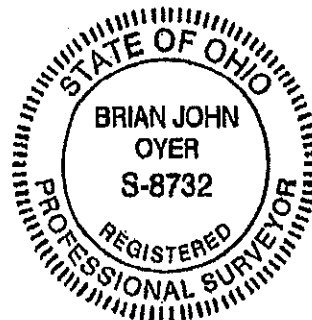
The Basis of Bearing referred to herein is relative to Grid North of the Ohio State Plane Coordinate System, South Zone, NAD83 (2011) Datum.

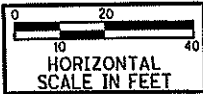
This description was prepared and reviewed under the direct supervision of Brian J. Oyer P.S. 8732, from a survey by Strand Associates, Inc in early 2015 and August 2018.

Date: 2 - 13 - 2020



\_\_\_\_\_  
Brian J. Oyer P.S. 8732





# EXHIBIT B

## Legend



Temporary Construction Easement (TMP)

JAMES W. PRICE  
9043 BUNNELL HILL ROAD  
04-03-476-009  
OR 4365 PAGE 330  
0.894 ACRES

5-T  
0.070 ACRES  
(3,065 SQ. FT.)

HRC INVESTMENTS, INC.  
30 WEST LYTLE-FIVE POINTS ROAD  
04-03-476-012  
DOCUMENT NO. 2018-025301  
1.0809 ACRES

MARILYN J. HARKLER ROAD  
9025 BUNNELL HILL ROAD  
04-03-476-013  
OR 5346 PAGE 12  
0.50 ACRES

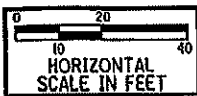
BUNNELL HILL ROAD (70' R/W)

EXHIBIT FOR PROPOSED EASEMENT  
9043 BUNNELL HILL RD

WARREN COUNTY  
OHIO



S:\CING\3800...3899\3899\003\Drawings\CAD\Sheets\RW Exhibit\Exhibit13.dgn Sheet 2/13/2020 2:39:33 PM Madison T



# EXHIBIT B

## Legend



Temporary Construction Easement (TMP)

JAMES W. PRICE  
9043 BUNNELL HILL ROAD  
04-03-476-009  
OR 4365 PAGE 330  
0.894 ACRES

DRIVEWAY CULVERT  
PIPE EXTENDS  
TO EXISTING SWALE

0.070 ACRES  
0.065 ACRES

RAISED PAVEMENT EDGE  
AT TOP  
OF DRIVEWAY

HRC INVESTMENTS, INC.  
30 WEST LYTLE-FIVE POINTS ROAD  
04-03-476-012  
DOCUMENT NO. 2016-025301  
1.0809 ACRES

MARILYN J. HARKLEROAD  
9025 BUNNELL HILL ROAD  
04-03-476-013  
OR 5346 PAGE 12  
0.50 ACRES



BUNNELL HILL ROAD (70' R/W)

EXHIBIT FOR PROPOSED EASEMENT  
9043 BUNNELL HILL RD

WARREN COUNTY  
OHIO



# Resolution

Number 20-1798

Adopted Date December 15, 2020

REQUEST DIRECTOR OF TRANSPORTATION TO REVIEW THE ENGINEERING AND TRAFFIC INVESTIGATION AND TO DETERMINE AND DECLARE A REASONABLE AND SAFE PRIMA-FACIE SPEED LIMIT ON DIXIE HIGHWAY (CR#19) BEGINNING AT COLES ROAD (CR#103) AND CONTINUING TO THE CITY OF FRANKLIN SOUTHERN CORPORATION LINE

WHEREAS, a request has been made to this Board that the statutory vehicular speed limit established by Ohio Revised Code, Section 4511.21, is greater than that considered reasonable and safe on Dixie Highway (CR#19) beginning at Coles Road (CR#103) and continuing to the City Franklin Southern Corporation Line; and

WHEREAS, this Board has caused to be made an engineering and traffic investigation upon the section of road described; and

WHEREAS, it is the determination of this Board that such investigation confirms the allegation that the statutory speed limit of 55 mph is greater than is reasonable and safe and the conditions found to exist at such location; and

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

Section 1. By virtue of the provisions of Ohio Revised Code, Section 4511.21, the Director of Transportation is hereby requested to review the engineering and traffic investigation and to determine and declare a reasonable and safe prima-facie speed limit on Dixie Highway (CR#19) beginning at Coles Road (CR#103) and continuing to the City Franklin Southern Corporation Line; and  
and,

Section 2. That when this Board is advised that the Director of Transportation has determined and declared a reasonable and safe speed limit on the section of road described in Section 1, standard signs, properly posted and giving notice thereof, will be erected upon which such declared speed limit shall become effective.

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)

# Resolution

Number 20-1799

Adopted Date December 15, 2020

REQUEST DIRECTOR OF TRANSPORTATION TO REVIEW THE ENGINEERING AND TRAFFIC INVESTIGATION AND TO DETERMINE AND DECLARE A REASONABLE AND SAFE PRIMA-FACIE SPEED LIMIT ON SOCIALVILLE FOSTERS ROAD (CR#32) BEGINNING AT MASON MONTGOMERY ROAD (CR#21) AND CONTINUING TO SNIDER ROAD (CR#58)

WHEREAS, a request has been made to this Board that the statutory vehicular speed limit established by Ohio Revised Code, Section 4511.21, is greater than that considered reasonable and safe on Socialville Fosters Road (CR#32) beginning at Mason Montgomery Road (CR#21) and continuing to Snider Road (CR#58); and

WHEREAS, this Board has caused to be made an engineering and traffic investigation upon the section of road described; and

WHEREAS, it is the determination of this Board that such investigation confirms the allegation that the statutory speed limit of 55 mph is greater than is reasonable and safe and the conditions found to exist at such location; and

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

Section 1. By virtue of the provisions of Ohio Revised Code, Section 4511.21, the Director of Transportation is hereby requested to review the engineering and traffic investigation and to determine and declare a reasonable and safe prima-facie speed limit on Socialville Fosters Road (CR#32) beginning at Mason Montgomery Road (CR#21) and continuing to Snider Road (CR#58) and,

Section 2. That when this Board is advised that the Director of Transportation has determined and declared a reasonable and safe speed limit on the section of road described in Section 1, standard signs, properly posted and giving notice thereof, will be erected upon which such declared speed limit shall become effective.

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)



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

# Resolution

Number 20-1800

Adopted Date December 15, 2020

REQUEST DIRECTOR OF TRANSPORTATION TO REVIEW THE ENGINEERING AND TRAFFIC INVESTIGATION AND TO DETERMINE AND DECLARE A REASONABLE AND SAFE PRIMA-FACIE SPEED LIMIT ON BUTLER WARREN ROAD (CR#2) BEGINNING AT BREWER ROAD (CR#66) AND CONTINUING TO THE CITY OF MONROE SOUTHERN CORPORATION LINE

WHEREAS, a request has been made to this Board that the statutory vehicular speed limit established by Ohio Revised Code, Section 4511.21, is greater than that considered reasonable and safe on Butler Warren Road (CR#2) beginning at Brewer Road (CR#66) and continuing to the City of Monroe Southern Corporation Line; and

WHEREAS, this Board has caused to be made an engineering and traffic investigation upon the section of road described; and

WHEREAS, it is the determination of this Board that such investigation confirms the allegation that the statutory speed limit of 55 mph is greater than is reasonable and safe and the conditions found to exist at such location; and

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

Section 1. By virtue of the provisions of Ohio Revised Code, Section 4511.21, the Director of Transportation is hereby requested to review the engineering and traffic investigation and to determine and declare a reasonable and safe prima-facie speed limit on Butler Warren Road (CR#2) beginning at Brewer Road (CR#66) and continuing to the City of Monroe Southern Corporation Line and,


Section 2. That when this Board is advised that the Director of Transportation has determined and declared a reasonable and safe speed limit on the section of road described in Section 1, standard signs, properly posted and giving notice thereof, will be erected upon which such declared speed limit shall become effective.

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Engineer (file)

# Resolution

Number 20-1801

Adopted Date December 15, 2020

DECLARE VARIOUS ITEMS WITHIN BUILDING & ZONING, COMMON PLEAS COURT- GENERAL DIVISION, ENGINEER'S OFFICE, FACILITIES MANAGEMENT, JUVENILE DETENTION CENTER, PARK BOARD, AND SHERIFF'S OFFICE AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS

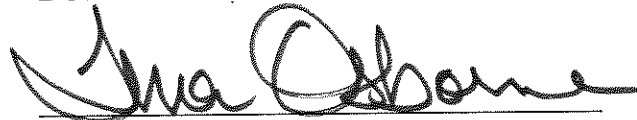
BE IT RESOLVED, to authorize disposal of various items from Building & Zoning, Common Pleas Court- General Division, Engineer's Office, Facilities Management, Juvenile Detention Center, Park Board, and Sheriff's Office in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sr

cc: 2020 Auction file  
Facilities Management (file)  
Brenda Quillen, Auditor's Office

# Warren County Facilities Management

GovDeals #

B&Z20012

430 South East Street  
513-695-1463

Michael D. Shadban  
Director

## GovDeals Item Inspection Form

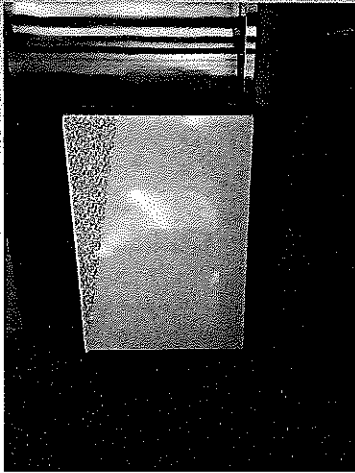
Building & Zoning

Date:

Nov 25, 2020

012

### TABLES, FAX MACHINE, MARKER BOARD



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1			y	marker board
1			y	fax machine
1			y	table
1			y	architect table

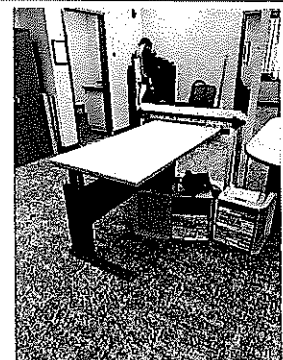
Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: ANNA HELTON

Title: OFFICE ADMINISTRATOR

Phone Number 513-695-1295

Location of Item: MARKER BOARD AND FAX MACHINE IN BUILDING DEPT. TABLES ON 3RD FLOOR

**IMPORTANT:** Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

GovDeals

B&Z20013

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Building & Zoning

Date:

Nov 25, 2020

013

### OFFICE CHAIRS



Select Item Type

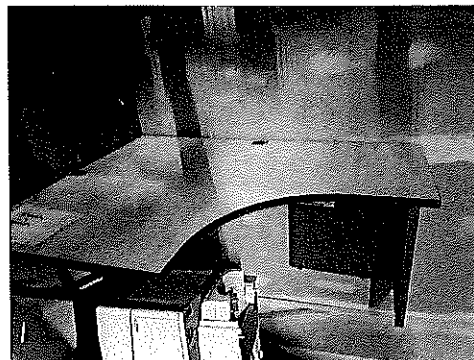
Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
3			y	OFFICE CHAIRS (1 ARM BROKEN)
1			y	4 DRAWER FILING CABINET
1			y	2 DRAWER FILING CABINET
1			y	CORNER DESK
1			Y	PRINTER

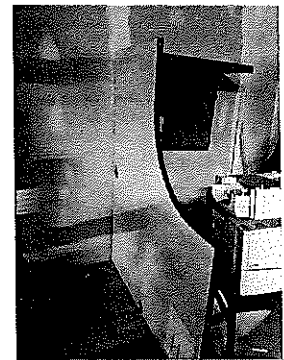
Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: ANNA HELTON

Title: OFFICE ADMINISTRATOR

Phone Number 513-695-1295

Location of Item: BUILDING DEPARTMENT

**IMPORTANT:** Please print this form off and tape it to the Item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

GovDeals #

CPC20021

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Common Pleas Court - General

Date

Nov 10, 2020

021

### HP LaserJet 4250n



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand HP

Model # LaserJet 4250n

Serial #

Date Removed From Service 11/2/20

Did Item Work When Removed?

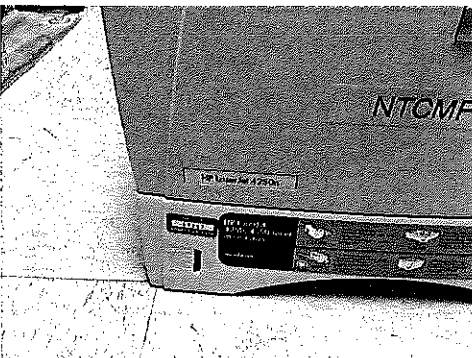
Yes

No

Unknown

#### Additional Comments

HP LaserJet 4250n printer  
Unknown condition



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: CINDY PREWITT

Title: FISCAL COORDINATOR

Phone Number 513 695 2596

Location of Item: 500 JUSTICE DR LEBANON OH 45036

**IMPORTANT:** Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

GovDeals

ENG20005

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Engineer

Date:

Nov 18, 2020

005

### PC and monitor



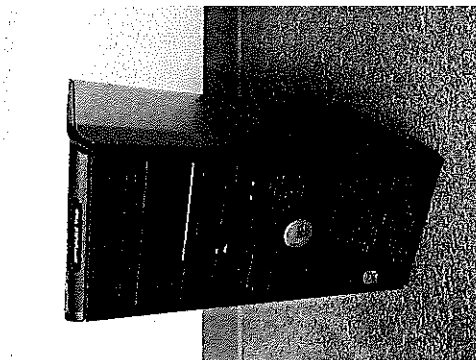
Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	DELL	OptiPlex 760	N	OptiPlex 760 FLX_HD Minitower, S/N FJZ6YH1 County ID #22819
1	Samsung	2243BWT	N	Samsung 2243BWT 22" S/N MY22H8LS702295, County ID #22517

Additional Comments

HDD has been removed, monitor is inoperable when removed from service.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Location of Item: Cowin House, 210 W. Main St., Lebanon, OH 45036

**IMPORTANT:** Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

GovDeals

FAC20056

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

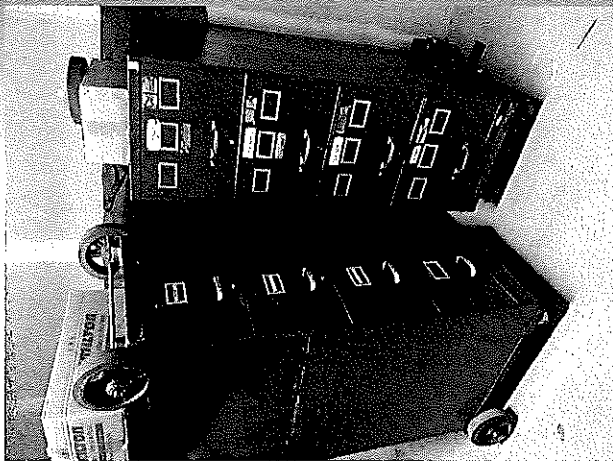
Facilities Management

Date:

Dec 7, 2020

056

### FILE CABINETS



Select Item Type

Lot of Multiple Items

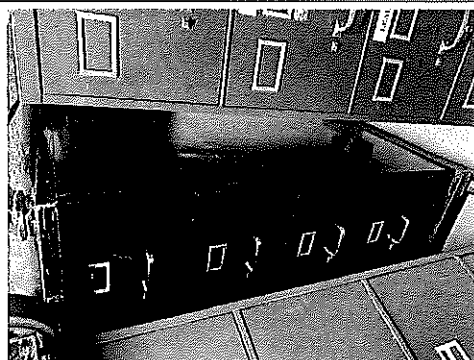
Qty	Brand	Model	Working Condition Y/N	Description
2			Y	FILE CABINET
1			Y	FILE CABINET

Additional Comments

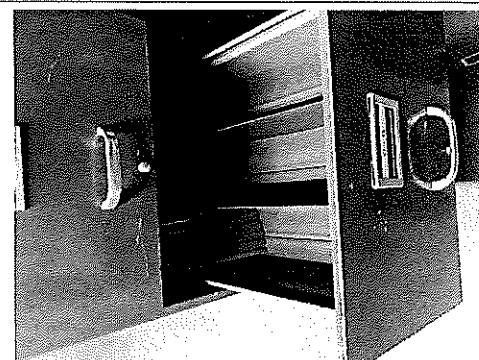
2@ Green four drawer filing cabinet. Cabinet used for a special type of filing.  
1@ Black four drawer filing cabinet. Cabinet used for a special type of filing.  
There are carts with wheels for easy moving. The drawers were functional when removed from service.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Sam Roberts

Title: Associate Architect

Phone Number 513-695-3125

Location of Item: 406 Justice Drive, Lebanon, OH 45036. basement storage

**IMPORTANT:** Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

GovDeals #

FAC20057

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

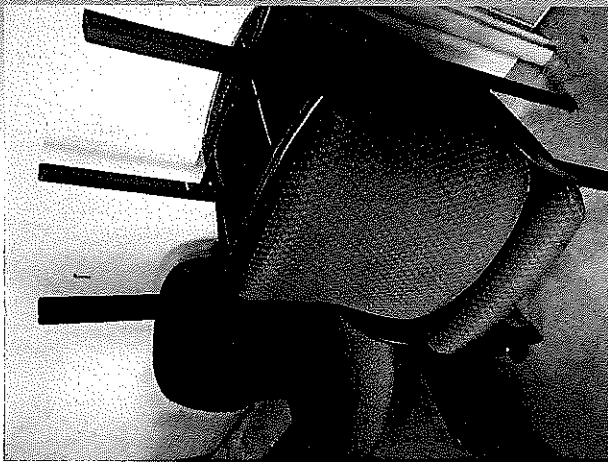
Facilities Management

Date:

Dec 7, 2020

057

### LOT OF CHAIRS



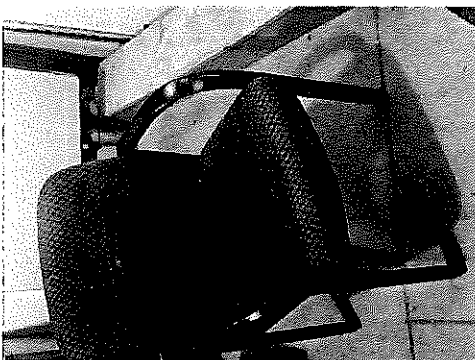
Select Item Type

Lot of Multiple Items

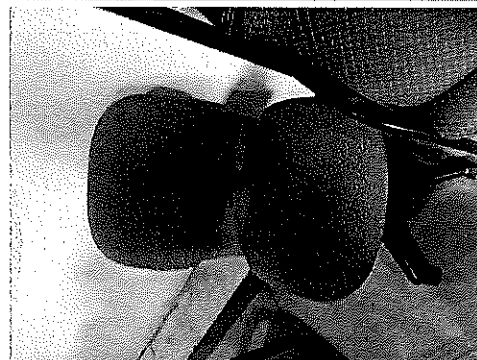
Qty	Brand	Model	Working Condition Y/N	Description
1			Y	desk 1
1			Y	desk2
1			Y	desk3
1			Y	desk4

Additional Comments

3@ chairs, plastic arm rest that form into legs. cushioned seat and back rest.  
1@ adjustable chair, cushioned seat and back rest. legs have caster for movement.  
2@ adjustable chairs, cushioned seat and back rest. adjustable arm rest. legs have caster for movement.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Sam Roberts

Title: Associate Architect

Phone Number 513-695-3125

Location of Item: 406 Justice Drive, Lebanon, OH 45036. basement storage and 3rd floor storage.

**IMPORTANT:** Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*



# Warren County Facilities Management

430 South East Street  
513-695-1463

GovDeals

FAC20058

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Facilities Management

Date:

Dec 7, 2020

058

### LOT OF DESKS



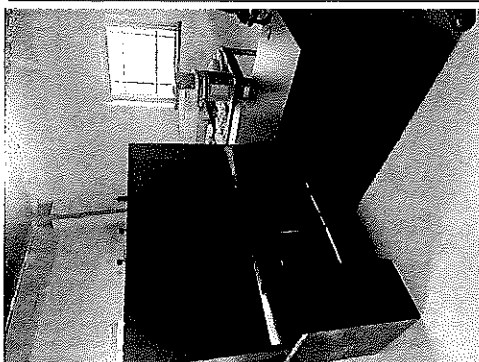
Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1			Y	desk 1
1			Y	desk2
1			Y	desk3
1			Y	desk4

Additional Comments

1@ Small oak single computer desk. Is in good condition.  
1@ Small oak single computer desk with keyboard pull out. Is in good condition  
1 @ desk single with two grommets. Is in good condition.  
1@ desk with one grommet and a pull out keyboard tray. Is in good condition



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Sam Roberts

Title: Associate Architect

Phone Number 513-695-3125

Location of Item: 406 Justice Drive, Lebanon, OH 45036. basement storage

**IMPORTANT:** Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

FAC20059

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

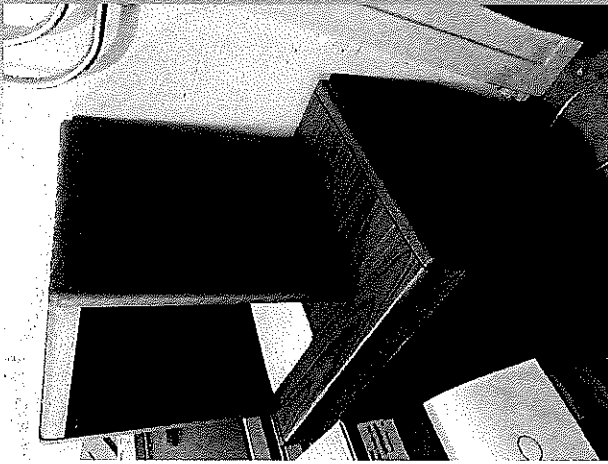
Facilities Management

Date:

Dec 7, 2020

059

### LOT OF DESKS



Select Item Type

Lot of Multiple Items

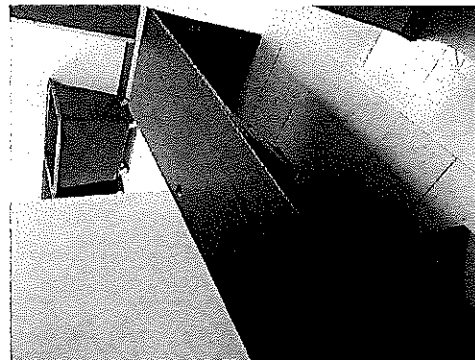
Qty	Brand	Model	Working Condition Y/N	Description
1			Y	desk 1
1			Y	desk2
1			Y	desk3
1			Y	desk4

Additional Comments

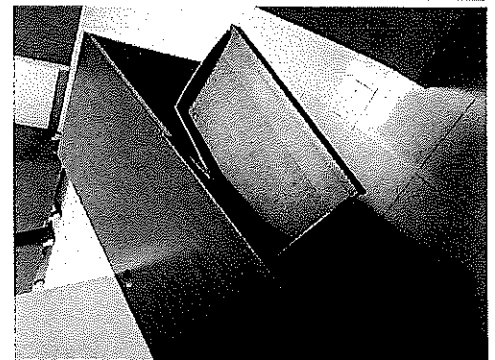
1@ Small oak single computer desk. Is in good condition.  
1@ Small oak single computer desk with keyboard pull out. Is in good condition  
1 @ desk single with two grommets. Is in good condition.  
1@ desk with one grommet and a pull out keyboard tray. Is in good condition



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Sam Roberts

Title: Associate Architect

Phone Number 513-695-3125

Location of Item: 406 Justice Drive, Lebanon, OH 45036. basement storage

**IMPORTANT:** Please print this form off and tape it to the item(s) you are listing (excluding vehicles).

Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

FAC20060

## GovDeals Item Inspection Form

Facilities Management

Date:

Dec 7, 2020

060

### PROJECTOR AND KEY BOARD



Select Item Type

Lot of Multiple Items

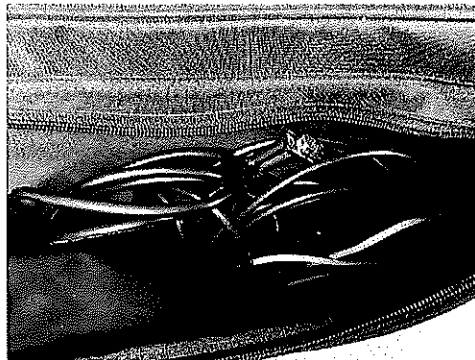
Qty	Brand	Model	Working Condition Y/N	Description
1	DELL		Y	Keyboard
1	EPSON		UNK	Projector

Additional Comments

1@ Dell keyboard working condition was working when removed from service.  
1@ Epson Power Lite 7500C projector working condition is unknown. Model #: ELP-7500



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Sam Roberts

Title: Associate Architect

Phone Number 513-695-3125

Location of Item: 430 Justice Drive, Lebanon, OH 45036, office area

**IMPORTANT:** Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

FAC20061

## GovDeals Item Inspection Form

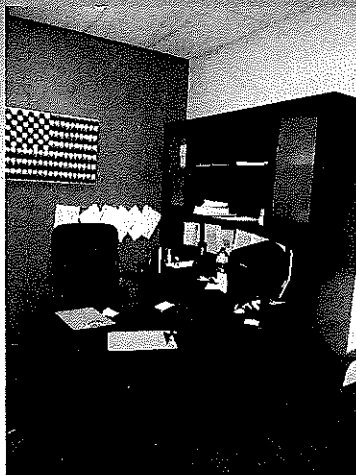
Facilities Management

Date:

Dec 7, 2020

061

### L-Shaped Desk with Hutch



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service

Did Item Work When Removed?

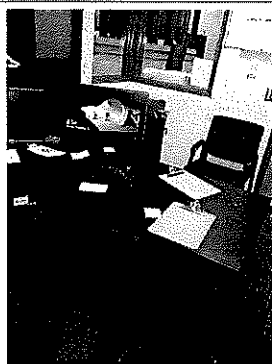
Yes

No

Unknown

#### Additional Comments

Desk is W 72" X D 30" X H 29" - The L from end to front of desk is W 72" X D 30" X H 29" - The Hutch is W 72" X D 15" X H 50.5" - From desk top to bottom shelf of the hutch is 20.25" (Curved molding covers the top of this opening) - Main desk has (2) drawers (Top drawer has lock) and a pencil drawer - The L has (2) drawers (Top drawer has lock) - The Hutch has an adjustable shelf - Sale is for desk and hutch only and does not include other items in the pictures



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Sam Roberts

Title: Associate Architect

Phone Number (513) 695-3125

Location of Item: 406 Justice Drive, Lebanon, Oh 45036, Basement storage.

**IMPORTANT:** Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

GovDeals

JUV20012

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Juvenile

Date:

Nov 17, 2020

012

### HP Laser Jet Printer

Select Item Type

Single Item

Category Office Equipment/Supplies

Brand HP

Model # P3015

Serial # VNBC84V1HJ

Date Removed From Service 11/17/20

Did Item Work When Removed?

Yes

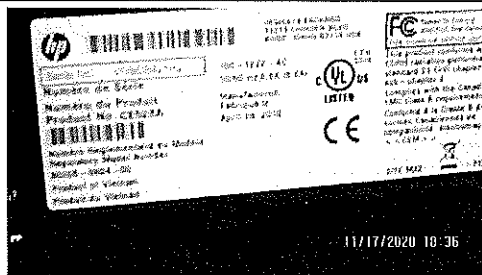
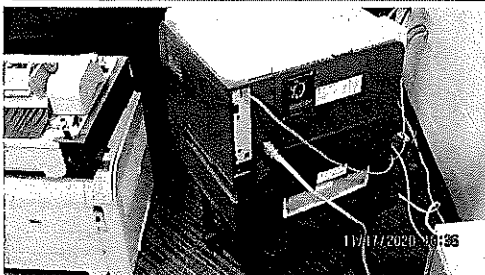
No

Unknown



#### Additional Comments

HP Laser Jet P3015 Printer - Still working when removed from service - Issue with 2nd Tray Sensor



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Sgt.

Phone Number (513)695-1392

Location of Item: Juvenile Storage - Silver Street Annex

**IMPORTANT:** Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

GovDeals

JUV20013

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Juvenile

Date:

Nov 18, 2020

013

### HP Laser Jet

Select Item Type

Single Item

Category Office Equipment/Supplies

Brand

HP

Model # P4014n

Serial #

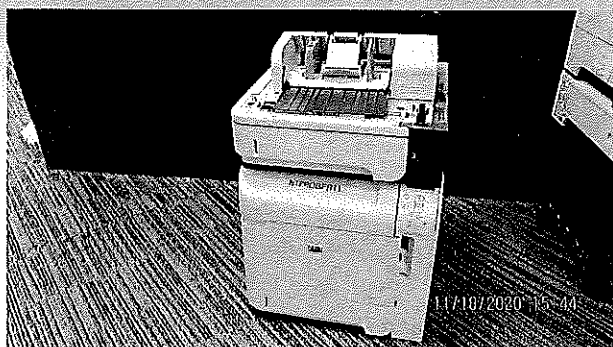
Date Removed From Service 11/17/20

Did Item Work When Removed?

Yes

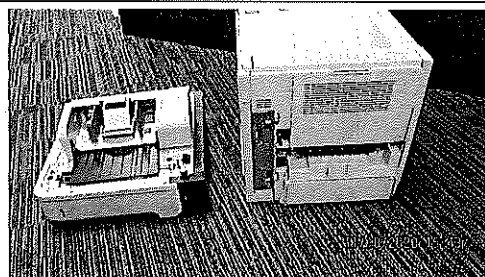
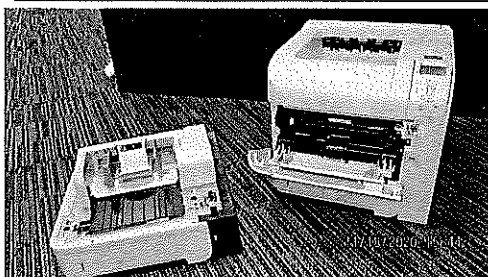
No

Unknown



### Additional Comments

HP Laser Jet P4014n Printer - Unknown Condition - Taken out of service on 11/17/20



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Sgt.

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

**IMPORTANT:** Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

GovDeals

JUV20014

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Juvenile

Date:

Nov 28, 2020

014

### (3) Office Chairs

Select Item Type

Single Item

Category Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service 11/23/20

Did Item Work When Removed?

Yes

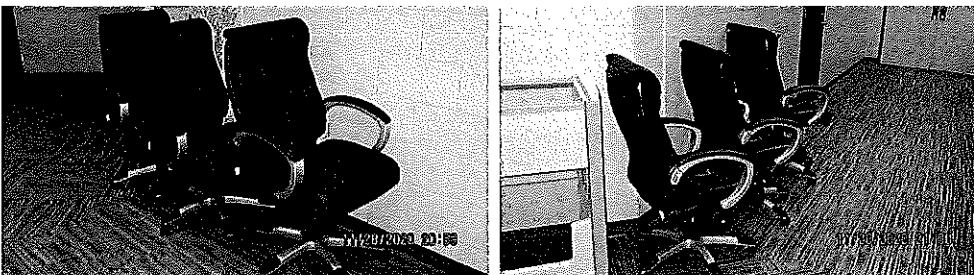
No

Unknown



#### Additional Comments

3 Black Office Chairs - Used but usable - various tears and cracks



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Sgt.

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

**IMPORTANT:** Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

GovDeals-#

PRK20008

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Park District

Date:

Nov 17, 2020

008

### 2002 Polaris Magnum 325 4X2



Select Item Type

Single Item

Category All Terrain Vehicles

Brand Polaris

Model # Magnum

Serial # 4XACB32A722666639

Date Removed From Service

Did Item Work When Removed?

Yes

No

Unknown

#### Additional Comments

2002 Polaris Magnum 325 4X2, Runs and drives great. Was used at a park to move a small concession trailer around. Never been Off Road or trail ridden. Just replaced the battery 3 weeks ago. Sometimes the starter will not engage, it will just spin but not turn the motor over. (Has a pull start as well) In great shape, no broken or cracked plastic. It could use some front tires at some point. (All tires hold air) Have title in hand.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Brian Ward

Title: Mechanic

Phone Number 937-477-7056

Location of Item: 1223 N. State Route 741 Lebanon Ohio 45036

**IMPORTANT:** Please print this form off and tape it to the item(s) you are listing (excluding vehicles).

Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*



# Warren County Facilities Management

430 South East Street  
513-695-1463

GovDeals

PRK20009

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Park District

Date:

Nov 16, 2020

009

### Kubota RTV900 4x4



Select Item Type

Single Item

Category

All Terrain Vehicles

Brand

Kubota

Model #

Kubota RTV 900

Serial #

10660

Date Removed From Service

11/08/2018

Did Item Work When Removed?

Yes

No

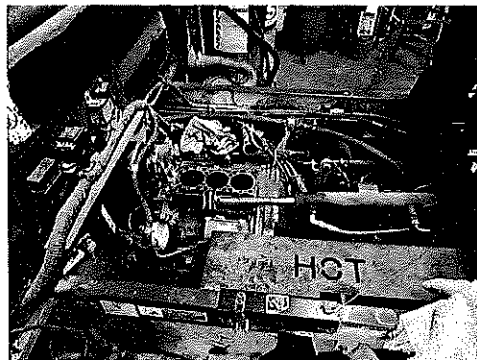
Unknown

#### Additional Comments

Kubota RTV 900 4x4. 2573.5 hr on the unit. 3 cyl Kubota motor that needs replaced. Removed head, has two bad cylinders and a cracked head. Have all the parts that were removed for inspection. Unit was in working order before motor failure.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Brian Ward

Title: Mechanic

Phone Number 937-477-7056

Location of Item: 1223 N. State Route 741 Lebanon Ohio 45036

**IMPORTANT:** Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

GovDeals #

PRK20010

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Park District

Date:

Nov 16, 2020

010

### SMITHCO Bunker Rake 3WD



Select Item Type

Single Item

Category Golf Course Equipment

Brand Smithco

Model # Smithco 42-000-B

Serial # 4310

Date Removed From Service 11/08/2018

Did Item Work When Removed?

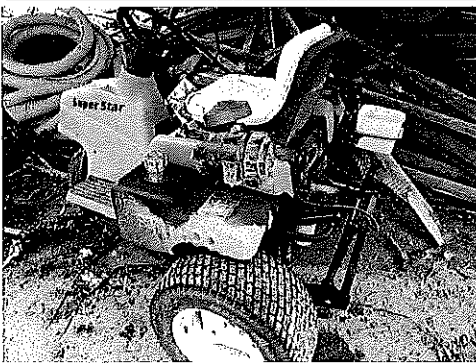
Yes

No

Unknown

#### Additional Comments

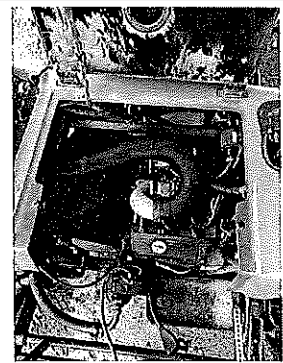
Smithco 3 Wheel drive bunker rake. Unit has a 16hp Kohler that runs but smokes very bad. Unit was in working order before motor failure.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Brian Ward

Title: Mechanic

Phone Number 937-477-7056

Location of Item: 1223 N. State Route 741 Lebanon Ohio 45036

**IMPORTANT:** Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

GovDeals #

PRK20011

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Park District

Date:

Nov 16, 2020

011

### 6 Antique paddle boats



Select Item Type

Single Item

Category Boats and Marine Supplies

Brand

Model # Paddle Boats

Serial #

Date Removed From Service

Did Item Work When Removed?

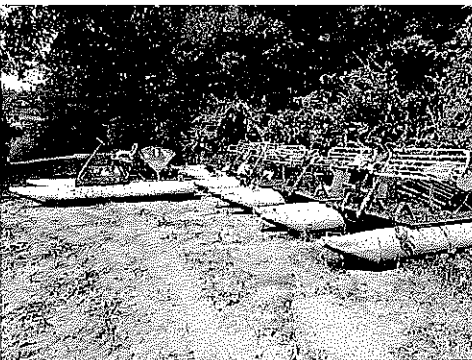
Yes

No

Unknown

#### Additional Comments

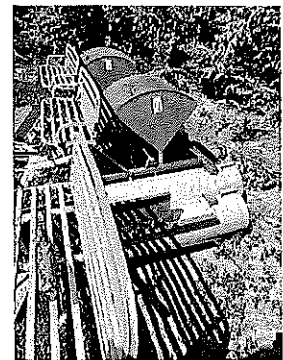
6, Very old Aluminum and steel constructed paddle boats. Unknown condition, some parts missing. Have been out of the water for years.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Brian Ward

Title: Mechanic

Phone Number 937-477-7056

Location of Item: 1223 N. State Route 741 Lebanon Ohio 45036

**IMPORTANT:** Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

GovDeals #

PRK20013

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Park District

Date

Nov 18, 2020

013

### Carroll Cooler Trailer 7x12



Select Item Type

Single Item

Category Trailers

Brand Carroll Cooler

Model # Carroll Cooler

Serial # 8081

Date Removed From Service 9/28/18

Did Item Work When Removed?

Yes

No

Unknown

#### Additional Comments

7x12 Mobil Cooler. Has been sitting for a few years. Not sure if it cools or not. All 4 tires have dry rot but hold air.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Brian Ward

Title: Mechanic

Phone Number 937-477-7056

Location of Item: 1223 N. State Route 741 Lebanon Ohio 45036

**IMPORTANT:** Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

GovDeals

SHF20111

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Sheriff

Date:

Nov 10, 2020

111

### Print Cartridges, Hanging Files, Folders



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
14	HP		Y	14 Misc HP Laserjet Print Cartridges
			Y	Several Hanging Files
			Y	Misc Folders

Additional Comments

Misc print cartridges, hanging files, folders. Purchaser must items.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Nicki Bishop

Title: WCSO - Fiscal

Phone Number x1285

Location of Item: WCSO

**IMPORTANT:** Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

GovDeals

SHF20112

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

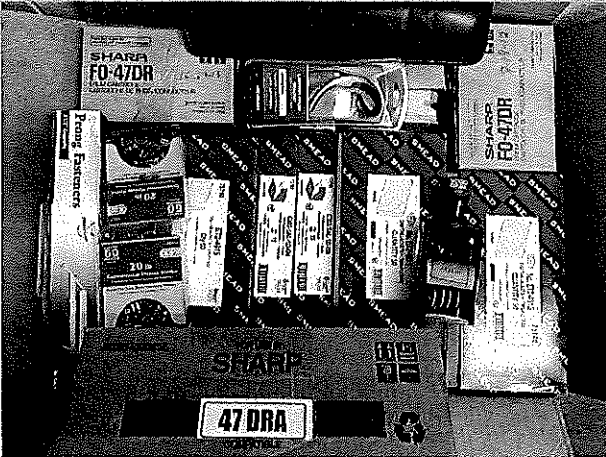
Sheriff

Date:

Nov 10, 2020

112

### Misc Office Supplies



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
			Y	Misc File Folders
			Y	Prong Fasteners
			Y	Picture Hooks
			Y	Wrist Rest
1	Verizon		Y	Headset
	Sharp		Y	Toner Cartridges

Additional Comments

Misc Office Supplies including folders, prong fasteners, toner cartridges, picture hooks. Purchaser must load items.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Nicki Bishop

Title: WCSO - Fiscal

Phone Number x1285

Location of Item: WCSO

**IMPORTANT:** Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

GovDeals

SHF20113

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Sheriff

Date:

Nov 10, 2020

113

### Misc Office Supplies



Select Item Type

Lot of Multiple Items

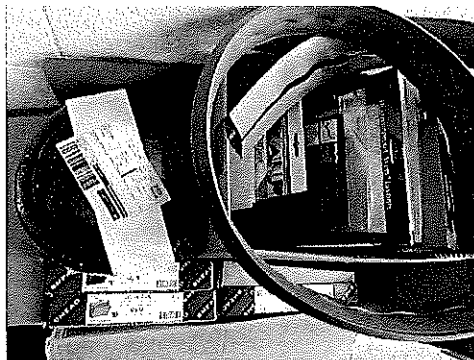
Qty	Brand	Model	Working Condition Y/N	Description
			Y	Misc File Folder
			Y	Misc Labels
			Y	Cord Covers - Various Sizes
			Y	Pads of Paper

Additional Comments

Misc office supplies including multiple file folders in different sizes, labels, cord cover, pads of paper. Purchaser must load items.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Nicki Bishop

Title: WCSO - Fiscal

Phone Number x 1285

Location of Item: WCSO

**IMPORTANT:** Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

GovDeals

SHF20114

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Sheriff

Date:

Nov 10, 2020

114

### Print Cartridges, Toner Cartridges



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
21	HP		Y	Multiple sizes, colors laserjet print cartridges
3	Sharp		Y	Toner Cartridges

Additional Comments

21 HP Laserjet print cartridges, multiple sizes and colors, 3 Sharp toner cartridges. Purchaser must load items.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Nicki Bishop

Title: WCSO - Fiscal

Phone Number X 1285

Location of Item: WCSO

**IMPORTANT:** Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 20-1802

Adopted Date December 15, 2020

APPROVE AND AUTHORIZE AMENDMENT #1 FOR FISCAL YEAR 2021 RECLAIM OHIO PROGRAM ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize Amendment #1 for FY 2021 Reclaim Ohio Program application on behalf of the Warren County Juvenile Court and authorize the President of this Board to sign documents relative thereto. Copy of said amendment is attached hereto and made a part hereof.

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Ohio Department of Youth Services  
Juvenile (file)

CAROLYN A. DUVELIUS  
Chief Magistrate

ANDREW L. SIEVERS  
JENNA L. SBITZ  
JEFFREY W. STUEVE  
Magistrates



ANTHONY J. BRIGANO  
Court Administrator

MEGAN M. DAVENPORT  
Staff Attorney

12/10/20

Warren County Commissioners  
406 Justice Drive  
Lebanon, Oh 45036

To Whom it May Concern:

Attached you will find FY21 RECLAIM grant amendment #1 from the Warren County Juvenile Court. The original RECLAIM grant application was approved by you on May 19, 2020. The amendment is necessary to use some previously unallocated funds and to reflect some changes in original projected numbers now that FY20 is over and all accounts have been balanced.

Documents included for the amendment are:

- Amendment Form/Fiscal Accountability, Attachment A, Page 1
- Attachment A, Page 2
- New Budget Page for Mary Haven Youth Center
- Updated Narrative from Mary Haven reflecting programming additions

The budget page reflects the new use of \$1200.00 in total for incentives and supplies/materials for programming in the Mary Haven Youth Center. As mentioned monies listed on attachment A page 1 have been updated since all accounts have been balanced.

Please feel free to contact me if you have any questions or concerns. Thank you in advance for your time and consideration.

Sincerely,

Laura Schnecker M.A C.C.M  
513-695-1615  
Laura.schnecker@co.warren.oh.us

Probate Division  
513.695.1180  
513.695.2945 (Fax)

Juvenile Division  
513.695.1160  
513.695.2948 (Fax)

Detention Center  
513.695.1393  
513.695.1394 (Fax)

Mary Haven  
513.695.1366  
513.695.1839 (Fax)

ATTACHMENT A  
Page 2

County: Warren

FY: 2021

Amendment # 1

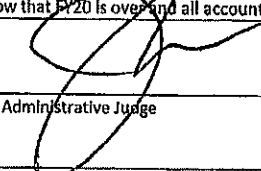
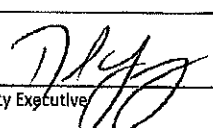
Prepared By: Laura Schneckner

Phone # 513-695-1615

Amendment Type: Realignment of Funds

Funding Category	Activity Purpose	Local Program Name	Current Budget	Adjustment (+/-)	Program Funding
Subsidy Grant	Behavioral Change Hybrid	Residential -Mary Haven Youth Center	\$ 558,139.25	\$ 1,200.00	\$ 559,339.25
Subsidy Grant	Skill Knowledge	Day School Treatment Program	\$ 164,494.12		\$ 164,494.12
Subsidy Grant	Support Activity Tracking	Truancy-ATTEND Service Coordination	\$ 51,000.00		\$ 51,000.00
Subsidy Grant	Skill Knowledge	Truancy Education Group	\$ 34,000.00		\$ 34,000.00
Subsidy Grant	Support Activity Admision	Clinical Assessments	\$ 10,000.00		\$ 10,000.00
Subsidy Grant	Support Activity Admision	Drug Testing	\$ 10,413.00		\$ 10,413.00
Subsidy Grant	Support Activity Admision	Detention Services	\$ 9,750.00		\$ 9,750.00
Subsidy Grant	Skill Knowledge	Parent Success	\$ 25,000.00		\$ 25,000.00
Subsidy Grant	Support Activity Tracking	GPS	\$ 10,002.00		\$ 10,002.00
Subsidy Grant	Skill Knowledge	Y.E.S Program	\$ 1,125.00		\$ 1,125.00
Subsidy Grant	Behavioral Change	Evening Reporting Center	\$ 156,736.84		\$ 156,736.84
Subsidy Grant	Support Activity Tracking	Emergency Foster Care	\$ 9,922.50		\$ 9,922.50
JDAI	Behavioral Change	Intensive Home Based	\$ 45,000.00		\$ 45,000.00
JDAI	Grant Administration	JDAI	\$ 3,593.85		\$ 3,593.85
Y/E EVB Program Development	Grant Administration	Probation Transformation Training	\$ 863.45		\$ 863.45
Total Program Costs			\$ 1,090,040.01	\$ 1,200.00	\$ 1,091,240.01

Provide an explanation for the amendment and how it will impact the stated objectives in the Grant Agreement:  
This amendment reflects the additional use of \$1200.00 of unallocated funds that would be used in our residential treatment center (Mary Haven). The funds would be used for incentives and rewards for the youth in the program as well as supplies for programming. The other changes on page 1 reflect updated balances now that FY20 is over and all accounts have been balanced.

Signatures:  12/8/20  
Administrative Judge Date  
 12/15/20  
President, County Commissioners / County Executive Date

**Amendment Form / Fiscal Accountability**  
**(To Replace Attachment A Page 1 of the Grant Agreement)**

County: <u>Warren</u>	Amendment # <u>1</u>
<b>Allocations</b>	
FY 2021 Tentative Base Allocation (YSG/510)	(1A) \$ <u>295,735.00</u>
FY 2021 Tentative Variable Allocation (RECLAIM/401)	(2A) \$ <u>780,882.08</u>
FY 2021 Supplemental RECLAIM Allocation	(3A) \$ _____
FY 2021 Targeted RECLAIM Allocation	(4A) \$ _____
FY 2021 Competitive RECLAIM Allocation	(5A) \$ _____
FY 2021 JDAI Allocation	(6A) \$ _____
FY 2021 Y/E EVB Program Development Allocation	(7A) \$ _____
<b>Allocations Subtotal</b>	<b>(A) \$ <u>1,076,617.08</u></b>
<b>Tentative Carryover Balance as of 6/30/20 and Carryover Limit</b>	
Subsidy Grant Carryover (YSG + RECLAIM)*	(1B) \$ <u>523,298.13</u>
Targeted RECLAIM Carryover	(2B) \$ _____
Competitive RECLAIM Carryover	(3B) \$ _____
JDAI Carryover	(4B) \$ <u>49,479.12</u>
Detention Alternatives and Enhancements Carryover	(5B) \$ _____
Y/E EVB Program Development Carryover (include any former HB-153 Funds)	(6B) \$ <u>862.65</u>
<b>Tentative Carryover Subtotal</b>	<b>(B) \$ <u>573,639.90</u></b>
<b>Carryover Limit</b> (25% of Total FY 2019 RECLAIM and Youth Services Grant Allocations)	<b>(C) \$ <u>235,028.80</u></b>
<b>Exemptions</b>	
Subsidy Grant Carryover Exemption (YSG + RECLAIM)*	(1D) \$ _____
Targeted RECLAIM Exemption	(2D) \$ _____
Competitive RECLAIM Exemption	(3D) \$ _____
JDAI Exemption	(4D) \$ <u>49,479.12</u>
Detention Alternatives and Enhancements Exemption	(5D) \$ _____
Y/E EVB Program Development Exemption	(6D) \$ <u>862.65</u>
<b>Total Exemptions</b>	<b>(D) \$ <u>50,341.77</u></b>
<b>Withholdings</b>	
Subsidy Grant (YSG + RECLAIM)*	(1E) \$ <u>288,269.33</u>
Targeted RECLAIM	(2E) \$ _____
Competitive RECLAIM	(3E) \$ _____
JDAI	(4E) \$ _____
Detention Alternatives and Enhancements	(5E) \$ _____
Y/E EVB Program Development	(6E) \$ _____
<b>Withholding Estimate (to be withheld from FY 2021 payments)</b>	<b>(E) \$ <u>288,269.33</u></b>
<b>Available Program Funds</b>	
Subsidy Grant (YSG + RECLAIM)*	(1F) \$ <u>1,599,915.21</u>
Targeted RECLAIM	(2F) \$ _____
Competitive RECLAIM	(3F) \$ _____
JDAI	(4F) \$ <u>49,479.12</u>
Detention Alternatives and Enhancements	(5F) \$ _____
Y/E EVB Program Development	(6F) \$ <u>862.65</u>
<b>Total Available FY 2021 Program Funds</b>	<b>(F) \$ <u>1,650,256.98</u></b>
<b>Estimated Program Costs</b>	
Subsidy Grant Estimated Program Costs (YSG & RECLAIM)*	(1G) \$ <u>1,041,782.71</u>
Targeted RECLAIM Estimated Program Costs	(2G) \$ _____
Competitive RECLAIM Estimated Program Costs	(3G) \$ _____
JDAI Estimated Program Costs	(4G) \$ <u>48,593.85</u>
Detention Alternatives and Enhancements Costs	(5G) \$ _____
Y/E EVB Program Development Costs	(6G) \$ <u>863.45</u>
<b>Total Estimated FY 2021 Expenditures</b>	<b>(G) \$ <u>1,091,240.01</u></b>
<b>Unallocated Funds</b>	
Subsidy Grant Unallocated (YSG & RECLAIM)*	(1H) \$ <u>558,132.50</u>
Targeted RECLAIM Unallocated	(2H) \$ _____
Competitive RECLAIM Unallocated	(3H) \$ _____
JDAI Unallocated	(4H) \$ <u>885.27</u>
Detention Alternatives and Enhancements Unallocated	(5H) \$ _____
Y/E EVB Program Development Unallocated	(6H) \$ <u>(0.80)</u>
<b>Total Unallocated Funds</b>	<b>(H) \$ <u>559,016.97</u></b>
<i>* Supplemental Allocation Included in RECLAIM amount</i>	

## SUBSIDY GRANT NARRATIVE BEHAVIORAL CHANGE INDIVIDUAL YOUTH TRACKING REQUIRED

BEHAVIORAL CHANGE PROGRAMS: RESEARCH-SUPPORTED ACTIVITIES DESIGNED TO PREVENT PENETRATION/FURTHER PENETRATION INTO THE JUVENILE JUSTICE SYSTEM

### REQUIREMENTS:

#### Behavioral Change Programs

- There are two categories of Behavioral Change Programs – **EvB** and **Hybrid**. Use the **EvB** designation if your behavioral change program is a model or evidenced-based program that is research-cited in at least one of the national registries of evidence-based programs like Crime Solutions, Blueprints, or SAMHSA. Use the **Hybrid** designation if your program is research-informed. These programs typically borrow from, or bundle research-cited programs modifying the developer(s) original model(s).
- Programs designated as **EvB** must adhere to the developers' program and quality assurances requirements.
- All **Hybrid** programs (typically homegrown) must develop and adhere to comparable program adherence expectations.
- Has pre-defined program completion expectations and measureable youth success outcomes minimally measured 12 months post program termination.
- DYS requires that all individual youth outcomes be locally maintained and electronically submitted.

### PROGRAM INFORMATION

County Name	Warren County Juvenile Court	Projected Start Date	7/1/19 *1/1/21 for new incentives and adding supplies to advance programming
Local Program Name	Residential Treatment - Mary Haven Youth Center		
Primary Service Location	Residential	Activity Purpose	Behavioral Change Program
Domain of Interest (Check All That Apply)	<input checked="" type="checkbox"/> Juvenile Justice <input type="checkbox"/> Low Risk Youth (Diversion or Adjudicated) <input checked="" type="checkbox"/> Behavioral Health <input type="checkbox"/> Human Trafficking		
Primary Intervention(s)	MATRIX, Pathways, Circle of Courage (Response Ability Pathways)		
Research Evidence	<input type="checkbox"/> EvB – Research Cited <input checked="" type="checkbox"/> Hybrid – Research Informed		
Research Source	If EVB, cite the source here. (Citing the source is required)		
Quality Assurance Provider	<input checked="" type="checkbox"/> Court <input type="checkbox"/> Contracted		

### TARGET POPULATION

Sex	Males/Females	Offense Level	Misdemeanor & Felony
Race/Ethnicity	All	Projected # Youth / Families to be Served	Youth/Families 50 Drop-Down Required Field Enter # Here

Age Range	13-18	Average # of Direct Service Hours per Youth/ Family	Youth 50 hrs/stage Family 9 hrs/stage
OYAS Risk Level(s) at Admission	Moderate-High	Projected # of Completion Successes	Youth 45 Family 0
Screens and Assessments	OYAS Dispositional Tool/Residential Tool/OYAS Reentry Tool (all) MAYSI – 2 (all) CTES-A: Childhood Trust Events Survey – Adolescents (all) URICA: University of Rhode Island Change Assessment Scale (AOD population) - Initial and reassessment JSOAP-II (JSO population) - Initial and reassessment Beck Youth Inventory		

### EXPECTED PROGRAM OUTCOMES

**Primary Outcome (Outcome to be Tracked for Annual Report):**

75% of residents will not acquire any new delinquency charges 12 months following termination from the program.

**Second Outcome (Optional):**

85% of residents will remain in their current home 12 months following termination from the program.

**Additional Outcome (Optional):**

Enter additional outcome

### PROGRAM DESCRIPTION

At a minimum, the Program Description should include:

- 1.) The quantifiable primary purpose(s) for the program, and the expected short-term outcomes.
- 2.) How are youth admitted/referred, what are the primary services provided and/or skills taught, as well as the domain of interest(s) targeted. Describe the process from referral to termination.
- 3.) The frequency of contact with program participants and average duration of services (or range).
- 4.) Measures of success – how does the program determine successful completion, how is youth progress monitored, what incentives or rewards are used.

1. The purpose of the program is to have successful integration into the family and community to include no further delinquent charges as well as to decrease level of risk pertaining to contributing offense (i.e. overall criminogenic risk/risk for sexual offending). Graduation of the program is measured by completion of the stages – daily behavioral tracking and weekly treatment goals, as well as Individualized Case Plan Goals and Objectives set within the initial 30 days of placement. Expected short-term outcomes include successful transitions into community placement (relative, foster) measured by compliance with probation terms and no further delinquent charges.

2. Youth are court ordered to have an assessment to see if they are appropriate for our Mary Haven Residential Program. The target population is youths that have been adjudicated on misdemeanor or felony charges and present a risk to live in the community. During this assessment information is gathered regarding the youth's family, D&A usage, mental health status, and legal history. The following assessments are also administered for this assessment: OYAS Dispositional tool, CTES-A which looks at adverse childhood experiences, and a mental health screen, the BECK Youth Inventory. Depending on their level of risk and presenting protective factors, youth may be recommended for the First Step or Full program commitment (completion of first stage - Belonging vs. completion of all four stages - referenced below). A youth must be court ordered to receive treatment in this program.

The program is based on the Circle of Courage model which is divided into four stages of progress: Belonging, Mastery, Independence, and Generosity. The following Circle of Courage groups are provided: Skill Streaming, Group Building, Stage Discussion Groups, and Treatment Goal Groups. Clinical staff and Youth Care Specialists co-facilitate these Circle of Courage groups as well as several other groups with the youth. Youth Care Specialists are also responsible for daily direction that is necessary to assist and direct the youth with their behavior and progress in the program. This information is documented in daily log sheets by Youth Care Specialists.

If applicable, treatment group for problem sexual behaviors is also provided as well as substance abuse groups, trauma grief component therapy, and various other skill-building groups (anger management, PREP, journaling). The MATRIX model is utilized for substance abuse groups to

Include Early Recovery/Coping Skills and Relapse Prevention modules. Trauma counseling is provided through Trauma and Grief Component treatment, a 12-16 week program established through NCTSN which highlights coping skills, trauma narrative and future planning. Treatment for problematic sexual behaviors is developed with a Pathways framework to include focus on: offending cycle, emotional identification and regulation, victim empathy, healthy relationships and reconciliation as warranted. Life Skills groups are also provided which include cooking, proteen group, finding a job, wages, budgeting, paying bills, finding an apartment, etc.

Each youth attends a full day of classroom education from onsite teachers, a total of 5.5 hours daily.

3. Each of the four stages of development will take a minimum of 35 days to complete. The average length of stay in the program is 5 months for general delinquency, and 6-8 months for youth in the track for problem sexual behaviors. Youth receiving treatment for problem sexual behaviors are maintained in an aftercare group for six months post-release from the residential program. Classroom education is provided Monday-Friday from 7:30am-2:50pm. Each afternoon youth receive between 2-4 hours of programming as well 1-2 hours of physical education and are provided three meals a day as well as a snack.

4. Youth are expected to maintain appropriate behavior through measurable objectives on daily reports: Youth will establish their own weekly treatment goals which may include enhanced participation in group settings, reduction of mental health symptoms, and improved quantity and quality of family interactions. Completion of daily objectives and goal achievement are awarded by Youth Care and Treatment Staff. Based upon weekly goal achievement, residents are eligible for a variety of rewards/incentives as they advance in levels. These include, but are not limited to, snacks/food & drink items, electronics, home passes, field trips, community service outings, and greater access to personal items (i.e. radio, clothing).

Depending on the treatment track assigned, Youth are expected to display knowledge of the fundamental concepts presented in their targeted curriculum (MATRIX model for AOD; Pathways for JSO). The MAYSI-2 is utilized to measure changes in several domains to include, but not limited to: AOD symptoms, Depression, and Anxiety; the BECK Youth Inventory is added if more detailed mental health measures are warranted. The URICA is utilized to assess the youth's stage of change in regards to their AOD use, which ideally has progressed to the Preparation stage or beyond. The JSOAP-II is utilized to measure a reduction in the dynamic scales – primarily the Intervention scale which targets an understanding and application of risk management decisions. Case reviews are utilized to measure the youth's progress and adherence to goals/objectives.

Family members complete an anonymous MHYC Satisfaction Survey post-graduation which measures quality of services provided during placement.

## QUALITY ASSURANCE

Superintendent and Director of Court Clinic monitor the completion of treatment components, which includes case monitoring through our case management system and tracking records. Daily group completion/participation is tracked, as well as adherence to standards of weekly individual sessions and biweekly family sessions. Within the treatment tracks, completion of sessions is also monitored through tracking sheets (TGCTA, Matrix, Pathways). Annual audits are completed through the Department of Youth Services and the DYS Juvenile Sex Offender Board, to uphold the standards to the OAC rules.

Family members complete an anonymous MHYC Satisfaction Survey post-graduation which measures quality of services provided during placement.

Additional behavioral changes will be measured throughout the program (at each treatment review) as documented through the MAYSI-2, JSOAP, URICA and BECK (aforementioned). Treatment reviews are conducted within 30-days after intake, and thereafter at three month intervals. The Ohio Youth Assessment System is utilized at intake and re-entry to examine criminogenic risk and level of care required for community integration. As both the JSOAP and OYAS include historical data which will not change, change reduction will be highlighted in the dynamic factors only. The JSOAP is re-evaluated every six months and reflected on the 6-month treatment review.

Annual statistics reflecting recidivism will be monitored. Residents' court involvement will be tracked one year post-release.

Team meetings occur that include program staff and probation officers when a youth is getting ready for release. Case notes are routinely completed by program staff and inputted into the Court's case management system. A discharge summary is also prepared for each youth that discusses their progress in the program and discharge needs.

**PROGRAM CONTACT INFORMATION**

<b>Name, Title</b>	Mike Goodlett, Superintendent
<b>Agency</b>	Warren County Juvenile Court/Mary Haven Youth Center
<b>Agency Address</b>	900 Memorial Drive, Lebanon OH 45036
<b>Phone Number</b>	513-695-1613
<b>E-mail</b>	Mike.Goodlett@co.warren.oh.us

**QUALITY ASSURANCE CONTACT INFORMATION**

<b>Name, Title</b>	Kevin Kincer, Information Technology/DATA Analyst
<b>Agency</b>	Warren County Juvenile Court
<b>Agency Address</b>	900 Memorial Drive, Lebanon OH 45036
<b>Phone Number</b>	513-695-2845
<b>E-mail</b>	kevin.kincer@co.warren.oh.us



COUNTY: Warren

FUNDING SOURCE: Subsidy Grant

Activity Purpose Behavioral Change Hybrid LOCAL PROGRAM / ACTIVITY Residential-Mary Haven Youth Center

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Briefly explain the reason needed.</u>
Materials for Programming of Life Skills groups	6	\$ 100.00	\$600.00	Supplies and materials for Life Skills groups. (estimate is to spend roughly \$100 a month)
Incentives/Rewards	6	\$ 100.00	\$600.00	Incentives and rewards will be given to youth to promote and reward appropriate behavior while in the program. (estimate is to spend roughly \$100 a month)
<b>Total Maintenance Costs</b>			<b>\$1,200.00</b>	

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

# Resolution

Number 20-1803

Adopted Date December 15, 2020

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD OF COUNTY COMMISSIONERS TO SIGN THE OHIO ENVIRONMENTAL PROTECTION AGENCY SCRAP TIRE REMOVAL CERTIFICATIONS AND CONSENT FORM

WHEREAS, The Ohio Environmental Protection Agency has agreed to fund the removal of the scrap tires collected from the Warren County Litter Program that are currently located at the Engineer's Office on Markey Road; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the president of the Board of County Commissioners to sign the attached consent form.

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: c/a – Ohio EPA  
Solid Waste District (file)



## Instructions for Scrap Tire Removal and Cleanup for Counties and Local Governments

Division of Materials and Waste Management

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During the 1993 creation of the Ohio Scrap Tire Laws, the Ohio General Assembly included Ohio Revised Code (ORC) 3734.85(E) in the statute that allows for state-funded cleanups without subsequent cost recovery of small tire piles (fewer than 2,000 tires) provided that six specific conditions are met (below). In 2012, the Ohio General Assembly increased the maximum number of eligible tires under this statute from 2,000 to 5,000 tires per site.

### Scrap Tire Consent and Program Eligibility

This instruction sheet applies to Ohio counties, municipal corporations, townships, villages and solid waste management districts or other governmental authorities for removal of illegally dumped scrap tires on public property or right of ways. The Scrap Tire Consent Form is to be used for scrap tire sites having **no less than 100 tires and no more than 5,000 tires**. The scrap tires may be any size and may be un-mounted or on rims. Tires collected during tire amnesty collection events **are not** eligible for pick-up and disposal under this program.

### Submission Instructions/Checklist

Please provide **1) Consent Form, 2) Deed, and 3) Photos and Map** to Ohio EPA. **Incomplete application packages will not be considered.**

- 1) Consent Form**
  - a. Provide parcel information in Section 1, line 1 and a complete address of tire location.
  - b. Provide signature of authorized agent or property owner listed on deed.
- 2) Recorded Deed** (attachment)  
Attach a copy of the recorded parcel deed which provides a complete legal description of the parcel in Section 1, line 1. (Documents are available at the county auditor's office.)
- 3) Photos/Map** (attachment)  
Attach site photo(s) and a map showing an X where the scrap tires are located **and include property boundaries.**

Send the completed consent form with attachments to:

Kevin.shoemaker@epa.ohio.gov

For questions or assistance, contact the Division of Materials and Waste Management at (877) 372-2621.

Reference: ST 020037



**Scrap Tire Removal Certifications and Consent Form  
for Counties and Local Governments**  
Division of Materials and Waste Management

This Scrap Tire Removal Certification and Consent form applies to Ohio counties, municipal corporations, townships, villages and solid waste management districts or other governmental authorities applying for removal of illegally dumped scrap tires on public property or right of ways pursuant to Ohio Revised Code (ORC) 3734.85(E).

**Section 1: Scrap Tire Temporary Storage Location**

This section of this form applies to the current, temporary storage location of the scrap tires. The temporary storage location is the location where the state contractors will enter to remove scrap tires. Please attach a copy of the property deed to this form.

- 1) The undersigned represents the owner of a parcel of real estate located in Warren County Ohio,  
County  
 whose legal description is recorded in 5203, Pg 832 of the Warren County deeds as attached.  
Volume, Page County Recorded
- a) Address: 105 Markey Road  
 City: Lebanon, Ohio Zip Code: 45036

If applicable, other directions to better describe location of scrap tire location (for example: the site is 500 yards north of 14 Spring Street or at the SE corner of Elm and Oak):

- b) Insert the approximate number of scrap tires to be removed: 100+

**NOTE: The items below apply to the signatory of this form. By signing, the signatory verifies that they understand and agree to the following.**

- 2) The undersigned hereby authorizes and consents to the entry upon the above-described real estate by officers, employees, authorized representatives, or contractors of the State of Ohio, upon showing proper identification, for such actions as are necessary to remove scrap tires and other associated solid wastes, if any, from the above-described real estate.
- 3) The undersigned hereby certifies that there are 5,000 or less scrap tires located on the above-described real estate. *ORC 3734.85(E)*
- 4) The undersigned hereby agrees to waive any claims which may arise against the State of Ohio or their officers, employees, authorized representatives, or contractors in the course of performing the actions described above. ~~The undersigned hereby also agrees to hold harmless the State of Ohio, or any officers, employees, authorized representatives, or contractors utilized by the Ohio Environmental Protection Agency to affect the removal, for any damage to property incurred during the course of action under this Scrap Tire Removal Certifications and Consent Form, except to gross negligence or intentional misconduct.~~
- 5) The undersigned agrees to provide any assistance requested by the Ohio Environmental Protection Agency or their officers, employees, authorized representatives, or contractors of the Ohio Environmental Protection Agency in locating scrap tires on the above-described real estate or making arrangements to facilitate their removal.

- 6) This consent is granted so that the State of Ohio can undertake the removal of up to 5,000 scrap tires and other solid wastes at the above-described real estate at no cost to the undersigned and without a lien attached to the property pursuant to ORC 3734.85.
- 7) The undersigned certifies that the information provided in this request is truthful and in compliance with Ohio Revised Code § 2921.13.

**Section 2: Scrap Tire Collection Area(s)**

This section of this form applies to property area(s) where scrap tires (located at above-described real estate), were picked up by road crews and/or volunteers, etc., from public property, roadways, rights-of-way or during river clean-up sweeps.

- 1) The undersigned hereby certifies as a representative of the owner of the property that the scrap tires temporarily stored at the above described real estate, were picked up from public property, roadways, rights-of-way, or during river sweeps.
- 2) The undersigned hereby certifies as a representative of the owner of the property that the tires were placed on the property after the owner acquired title to the property.
- 3) The undersigned hereby certifies that as a representative of the owner of the property, the owner did not have knowledge that the tires were being placed on the property, or the owner posted on the property signs prohibiting dumping, or took other action to prevent the placing of tires on the property. ORC 3734.85(E)(2)
- 4) The undersigned hereby certifies that as a representative of the owner of the property, the owner did not participate in or consent to the placement of tires on the property. ORC 3734.85(E)(3)
- 5) The undersigned hereby certifies that as a representative of the owner of the property, the owner received no financial benefit from placing of the tires on the property or otherwise having the tires on the property. ORC 3734.85(E)(4)
- 6) The undersigned hereby certifies that as a representative of the owner of the property, the title to the property was not transferred to the owner for the purpose of evading liability under ORC 3734.85(A). ORC 3734.85(E)(5)
- 7) The undersigned hereby certifies that as a representative of the owner of the property, the person responsible for the placing the tires on the property, in doing so, was not acting as an agent for the owner of the property. ORC 3734.85(E)(6)
- 8) The undersigned, as a representative of the owner of the property, hereby relinquishes any claim of an ownership interest in any scrap tires or solid waste that are removed or in any proceeds from their sale.
- 9) The undersigned, as a representative of the owner of the property, agrees that this consent shall remain in effect for a period of 2 (two) years. During this two-year period, all scrap tire removal requests will include the 1) date and address of tire site, 2) tire count for each area and Secondary Identification Number assigned by Ohio EPA for subsequent scrap tire removal.

APPROVED AS TO FORM



Keith W. Anderson  
Asst. Prosecuting Attorney

Printed Name(s): Warren County Board of Commissioners

Mailing Address: 406 Justice Drive

City: Lebanon

State: OH

Zip Code: 45036

Phone: 513-695-1210

Email: masosu@co.warren.oh.us

Project Point of Contact: Susanne Mason

Phone: 513-695-1210

Date: 12 / 15 / 2020

Signature of Authorized Agent of Property Owner: \_\_\_\_\_



Tires Collected for December 2020 Request

<b>Date</b>	<b>Location</b>	<b>#</b>
1/7/2020	Green Tree / SR 48	1
2/5/2020	Springboro Rd / Pekin Rd	1
2/11/2020	Woodville Rd / St Rt 63	19
2/12/2020	Woodville Rd St Rt 63	2
2/19/2020	Zoar Rd	2
2/24/2020	Nunner / Union	1
2/25/2020	Hendrickson Rd	6
2/26/2020	Harlan	11
2/27/2020	Butterworth RD	5
3/13/2020	Lytle / Lower Springboro Rd	1
7/7/2020	Shaker Rd / Industrial Dr	1
8/4/2020	St Rt 73 / Springboro Rd	12
8/19/2020	Clearcreek	7
9/1/2020	Salem Twp	2
9/30/2020	Over Pass	2
10/12/2020	Paint Cinn/ St Rt 48	26
10/27/2020	Harlan Twp	12
		111

This Indenture between Jacob Sellers and Julia Ann Sellers his wife of the County of Warren and State of Ohio parties of the first part and John P. Bone, Lewis S. Anderson & Joel Evans Commissioners of Warren County Ohio and as such Commissioners parties of the second part witnesses, that the said parties of the first part for & in consideration of the sum of Eight thousand one hundred & sixty two dollars in hand paid by the said parties of the second part the receipt of which is hereby acknowledged, have granted, Bargained, & sold & by these presents do grant Bargain & sell & convey unto the said parties of the second part as such Commissioners as aforesaid their successors in Office and assigns forever, in Trust for the use and benefit of a certain Annuitant for poor white children who have lost one or both of their Parents, provided for by the last Will of Mary Ann Klingling Lake of the County of Warren deceased and of a "Children's Home" attached thereto by the Commissioners of said County of Warren under & in conformity to the Constitution of the State of Ohio passed on the 11<sup>th</sup> day of February, A. D. 1869 the said and of and containing fifty three acres lying in Section No. Twelve (12) in Town four (4) Range No. Three (3) N. R. S. & in Miami Township bounded as follows, to-wit: Beginning one hundred & twenty poles (120) North of the South East corner of said Section Twelve (12) Thence N. 11 poles West to the place of beginning, thence East on hundred and eleven (11) poles, thence South to the place of beginning containing fifty three (53) acres as aforesaid.

And said Jacob Evans Commissioners as aforesaid & as such Commissioners their successors and assigns herein in Trust as aforesaid and in conformity with order & decree of the Court of Common Pleas in & for the County of Warren & State of Ohio, in the case of Robert Drake et al, Executors of the Estate of the said Mary Ann Klingling Lake vs. The Humanitarian Society of Cincinnati Ohio et al in said case being No. 492; and in this use and benefit of the said Children's Home provided for by said last Will with the said Children's Home the said premises & the said parties of the first part for themselves their heirs Executors and Administrators do hereby covenant with the said parties of the second part their successors & assigns as such Trustees as aforesaid that they are lawfully seized of said premises in fee simple and have good right to sell & convey said premises as aforesaid & that the same are free from all incumbrances, and that they warrant and defend the title thereto in full warranty to the said parties of the second part their successors & assigns forever against the claim of all persons whomsoever, In Testimony whereof, the said Jacob Sellers and Julia Ann Sellers his wife who hereby relinquishes all her right and expectancy of dower in said premises have hereunto set their hands and seals this 15<sup>th</sup> day of February A. D. 1873.

In presence of  
 Blanche L. Thompson  
 Ann L. Thompson

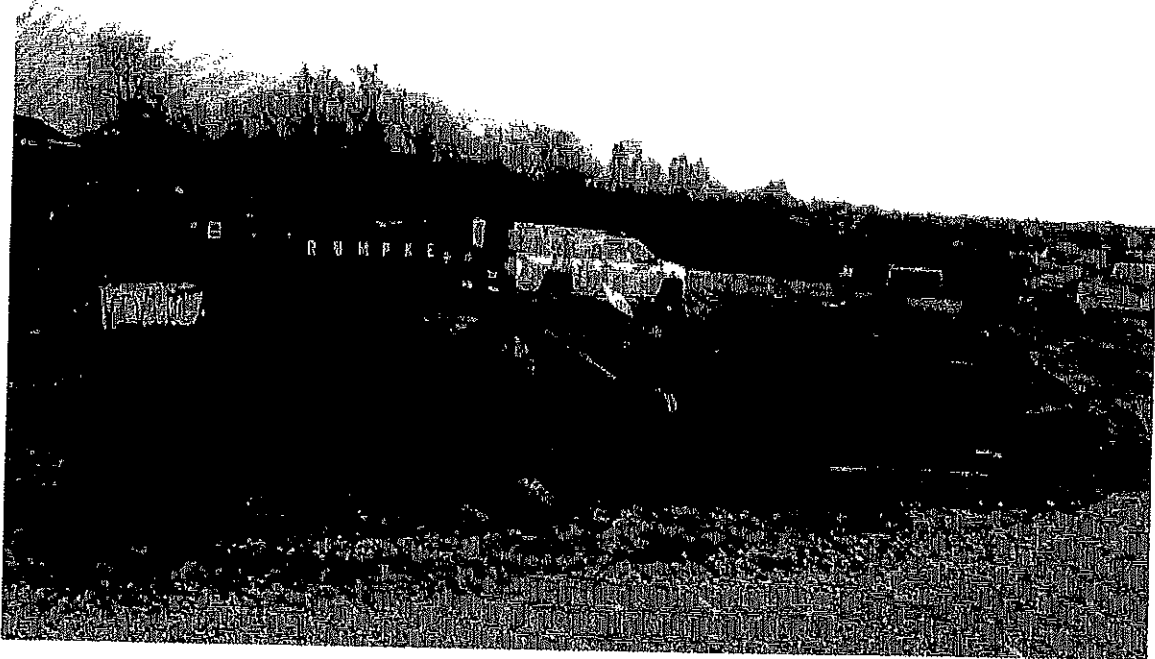
Recorded for record  
 Feb. 15<sup>th</sup> 1873  
 Reviewed Feb. 26<sup>th</sup> 1873  
 John A. Blakely  
 R.M.S.

Jacob M. Sellers  
 Julia A. Sellers

The State of Ohio, Warren County, ss.

But I Reminber, that on this 16<sup>th</sup> day of February A. D. 1873 personally came before me the undersigned a Notary Public in & for said County Jacob Sellers & Julia Ann Sellers his wife, who were by me informed of the contents of the deed of conveyance & acknowledging the same to be their voluntary act & deed for the uses & purposes therein expressed, and the said Julia Ann being examined by me separately and apart from her said husband and the contents of said deed being made known & explained by me to her, she did then & there acknowledge that she did voluntarily, of her own free will & accord and without any fear coercion or compulsion of her husband, sign & execute said deed as her act & deed for the uses therein expressed.

Tires – Pic take 12/8/2020







# Resolution

Number 20-1804

Adopted Date December 15, 2020

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

WHEREAS, Mobilcomm, Inc. will provide services at Washington Township and Lytle 5 Points Tower sites in Warren County; and

WHEREAS, these services will include Cable Attachments, Antenna Installations, and Ice Bridge Relocation as indicated in the attached Scope of Services; and

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

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

**ADDENDUM to Agreement Terms and Conditions between Warren County Board of  
County Commissioners and Mobilcomm, Inc. Quote # 805-20-71 Warren County-  
Washington Twp Tower Rework cables Project**

**WHEREAS**, the parties Warren County Board of County Commissioners on behalf of Warren County Telecommunications (hereinafter "Owner") a political subdivision whose address is 406 Justice Drive, Lebanon, Ohio 45036, and Mobilcomm, Inc, an Ohio corporation for profit, whose address is 1211 West Sharon Road, Cincinnati, Ohio 45240, seek to add the following terms and conditions to its agreement known as Quote #805-20-71 effective the date last signed below, as follows:

1. **Insurance.** Mobilcomm, Inc. shall Commercial General Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. Mobilcomm, Inc. shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate. Owner shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted. Mobilcomm, Inc. shall provide Owner with a certificate of insurance evidencing such coverage and conditions set forth herein and shall provide thirty (30) days' notice of cancellation or non-renewal to Owner. Mobilcomm, Inc. shall carry statutory worker's compensation insurance as required by law and shall provide Owner with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement. Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement.
2. **Confidentiality and Public Records.** The parties acknowledge that Owner is governed by the Ohio Public Records Laws. Notwithstanding any statement in this Agreement to the contrary, the Owner's handling of any confidentiality obligations are subject to the limitations of this paragraph. Records (as defined by Ohio Revised Code §§ 149.011 and 149.43) related to this Agreement may be subject to disclosure under the Ohio Public Records Laws. The Owner shall have no duty to defend the rights of Mobilcomm, Inc. or any of its agents or affiliates in any records requested to be disclosed. Upon receipt of a public records request, the Owner will notify Mobilcomm, Inc. of its intent to release records to the requestor. Mobilcomm, Inc. shall have a maximum of five (5) business days beginning with the date it receives notification to respond to the Owner by either accommodating the requestor or pursuing legal remedies to stop the Owner's release of requested information. Said notification shall relieve the Owner of any further obligation under any claim of Mobilcomm, Inc. or any of its agents or affiliates in any jurisdiction in connection with the disclosure of such records. Mobilcomm, Inc. and its agents and affiliates shall have the right to pursue legal and/or equitable remedies to stop or limit disclosure at their sole expense.
3. **Indemnity.** Mobilcomm, Inc. will defend and indemnify to the extent of its insurance limits, protect and save Owner from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from the performance of this quote and agreement.

[Signature Page to follow.]

WHEREFORE, the parties hereby execute this Addendum by their duly authorized representatives on the dates shown below:

Mobilcomm, Inc.

Warren County Board of Commissioners,

Bruce Collins  
Authorized Signatory

[Signature]  
President / Vice President

Bruce C. Collins - VP of Sales  
Printed Name

David Young  
Printed Name

11-30-2020  
Date

12/15/20  
Date

Resolution # 20-1804

APPROVED AS TO FORM

[Signature]  
Adam M. Nice  
Asst. Prosecuting Attorney



1211 WEST SHARON ROAD, CINCINNATI, OHIO 45240 513-595-5800

**PROPOSAL FOR:** Warren County Telecommunications

**ADDRESS:** 500 Justice Dr.

**CITY, STATE, ZIP:** Lebanon, Oh 45036

**SYSTEM #:**

**SALES TAX:** N

**DATE:** 10/16/2020

**EXPIRES:** 30 Days

**REV:**

**ATTENTION:** Gary Hardwick

**E-MAIL:** [gary.hardwick@wcoh.net](mailto:gary.hardwick@wcoh.net)

**TELEPHONE:**

**SALES REP:** Dave Nieman

**TELEPHONE:** 513-595-5945

**E-MAIL:** [dnieman@mobilcomm.com](mailto:dnieman@mobilcomm.com)

**QUOTE #:** 805-20-71 - Warren County - Washington Twp Tower - Rework cables

**PREPARED BY:** Chuck Abbey

**TELEPHONE:** 513-595-5805

**E-MAIL:** [cabbey@mobilcomm.com](mailto:cabbey@mobilcomm.com)

**DESCRIPTION:** Washington Twp Tower - Relocate Ice Bridge and re-work Cables

**Documents Included:**

Scope of Work

Terms & Conditions

**Ohio State Term Schedule 573077-0**

50 % Payable to Mobilcomm upon receipt of Order \$2,102.50

30 % Payable to Mobilcomm upon receipt of Equipment \$1,261.50

20 % Payable to Mobilcomm upon Completion \$841.00

Sales Tax is Not Included:

**Total Payable to Mobilcomm:** \$4,205.00

**ACCEPTED BY:** \_\_\_\_\_

**PRINT NAME:** David Young

**PO #:** \_\_\_\_\_

**DATE:** 12/5/20

ITEM	QTY	DESCRIPTION	SUBTOTAL	MA
1A		Washington Twp Tower - Relocate Ice Bridge and re-work Cables	4,060.00	
1		Labor - Relocation of Ice Bridge and Cables		
		<b>Project Management</b>	145.00	
<b>SHIPPING:</b>				
<b>SALES TAX IS NOT INCLUDED:</b>				
<b>PROJECT TOTAL:</b>			<b>\$4,205.00</b>	

<b>SCOPE of WORK for:</b>	<b>Warren County Telecommunications</b>
<b>Description of Work:</b>	<b>Washington Twp Tower - Relocate Ice Bridge and re-work Cables</b>
<b>Proposal By:</b>	<b>Chuck Abbey</b>

Work Description	Details - Please contact Chuck Abbey for questions or clarification of this document	Mobility	Customer	Other
<b>Washington Twp Tower - Relocate Ice Bridge and re-work Cables</b>				
	This quote covers labor to complete the following work at the Wasingtop Twp Tower Site:	X	X	
	The existing Ice Bridge will be removed and re-installed oriented towards the Entry Port on the new building using new posts and extension to be provided by the customer.	X		
	The Ice Bridge posts will be bonded to the Site Ground System using exothermic welds to the posts and 12 Ton Hydraulic Crimps below ground.	X		
	The existing cables on the tower will be run across the Ice Bridge to the Building Entry Port using the existing trapeze cable supports.	X		
	<b>The Customer will provide all of the hardware to complete the work.</b>		X	

TERMS/CONDITIONS for:	Warren County Telecommunications
Description of Work:	Washington Twp Tower - Relocate Ice Bridge and re-work Cables
Proposal By:	Chuck Abbey

Item Description	Details - Please contact Chuck Abbey for questions or clarification of this document	Mobilcomm	Customer	Other
<b>Owner Responsibilities</b>	Costs associated with any of the following are excluded unless specifically listed in the proposal			
	Cost of any required permits for zoning and/or building will be the owner(s) responsibility		X	
	Access to building is available to Mobilcomm personnel		X	
	If building or tower space is leased, permission to use the property has been obtained		X	
	Leased tower space may require load analysis and additional fees imposed by the tower owner		X	
	Electric service is available where needed or will be provided by the owner(s)		X	
	IP network requirements, if needed, are understood and agreed to by the owner's IT personnel		X	
	HEPA tents, if required, must be supplied by the owner(s)		X	
	Rental of lift platforms, if required, is not included		X	
	Mobilcomm must be informed of any known or potential hazards on the property, if hazards are present, cost for remediation will be the owner(s) responsibility.		X	
	If asbestos is present, cost for remediation will be the owner(s) responsibility		X	
	Notify Mobilcomm prior to the proposal if plenum rated cable is required for any portion of the project		X	
	Notify Mobilcomm prior to the proposal if site safety training is required and length of time to complete		X	
<b>Assumptions</b>	Floor space or wall space is available		X	
	Antenna & cable routing paths are available		X	
	Building ground system connection is available		X	
	A backup power plan, if required, is understood and agreed to by the owner(s)		X	
	The proposed radio coverage area is understood and agreed to by the owner(s)		X	
	An FCC license can be obtained for the required frequency(s)		X	
	Subscriber radio programming plan is understood and agreed to by the owner(s)		X	
	A site inspection and installation plan has been performed and approved by the owner(s)		X	
	All work will be performed during normal business hours		X	
<b>Proposal</b>	All work is proposed during normal business hours, 8:00am through 4:00pm Monday through Friday			
	After hours or weekend work is not included; if required, additional labor will be added to the final invoice			
	Prevailing wage is not included; if required, Mobilcomm must be notified before accepting this proposal			
	Title will pass upon shipment, risk of loss will pass upon delivery to purchaser's facility			
	Additional charges will apply for any material or labor not included in this document			
	This proposal is valid for 30 days; after that time, a review of the proposal is required			
	Quotations are exclusive of all installation, programming charges and applicable taxes unless expressly stated in the proposal.			
<b>Purchase Orders</b>	Purchase Orders, if required, must be included with the signed copy of this quotation.			
<b>Confidential</b>	This proposal has been prepared for use of the addressee only. This document shall not be reproduced and/or distributed to anyone other than the addressee and required personnel.			
<b>Liability &amp; Damages</b>	Mobilcomm's total liability, arising from the ordered products, will be limited to the purchase price of the products with respect to which losses or damages are claimed.			
	In no event will Mobilcomm be liable for incidental or consequential damages			
<b>Maintenance Agreement</b>	Maintenance (if included) provides labor and parts for the time period stated at the bottom of this quotation. Please read the maintenance agreement document for additional conditions and/or restrictions that may apply to your particular equipment.			
<b>Manufacturer's Warranty</b>	Manufacturer's standard equipment warranty (furnished upon request) applies to all ordered equipment. Mobilcomm disclaims all other warranties with respect to the ordered products, express or implied, including the implied warranties or merchantability and fitness for a particular purpose.			
<b>Returns</b>	Ordered equipment may be returned for a full refund, less a 20% restocking fee, if the equipment is returned unused and undamaged, in its original packaging, within fifteen (15) days after shipment.			
<b>Payment Terms &amp; Tax</b>	If sales tax is not included, this is indicated on the proposal			
	Final payment is due within thirty (30) days after completion of the project			
	Payment by credit card on orders over \$5000 will have a 3% surcharge added to the final invoice			
<b>Acceptance</b>	By accepting this proposal, it is assumed that you have read and understood these terms and conditions. If you do not understand this document or scope of work, please contact the person that prepared this document for clarification.			



**ADDENDUM to Agreement Terms and Conditions between Warren County Board of  
County Commissioners and Mobilcomm, Inc. Quote # 805-20-72 Warren County-Lytle 5  
Points Tower-Install 2 Antenna Systems**

WHEREAS, the parties Warren County Board of County Commissioners on behalf of Warren County Telecommunications (hereinafter "Owner") a political subdivision whose address is 406 Justice Drive, Lebanon, Ohio 45036, and Mobilcomm, Inc, an Ohio corporation for profit, whose address is 1211 West Sharon Road, Cincinnati, Ohio 45240, seek to add the following terms and conditions to its agreement known as Quote #805-20-71 effective the date last signed below, as follows:

1. **Insurance.** Mobilcomm, Inc. shall Commercial General Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. Mobilcomm, Inc. shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate. Owner shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted. Mobilcomm, Inc. shall provide Owner with a certificate of insurance evidencing such coverage and conditions set forth herein and shall provide thirty (30) days' notice of cancellation or non-renewal to Owner. Mobilcomm, Inc. shall carry statutory worker's compensation insurance as required by law and shall provide Owner with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement. Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement.
2. **Confidentiality and Public Records.** The parties acknowledge that Owner is governed by the Ohio Public Records Laws. Notwithstanding any statement in this Agreement to the contrary, the Owner's handling of any confidentiality obligations are subject to the limitations of this paragraph. Records (as defined by Ohio Revised Code §§ 149.011 and 149.43) related to this Agreement may be subject to disclosure under the Ohio Public Records Laws. The Owner shall have no duty to defend the rights of Mobilcomm, Inc. or any of its agents or affiliates in any records requested to be disclosed. Upon receipt of a public records request, the Owner will notify Mobilcomm, Inc. of its intent to release records to the requestor. Mobilcomm, Inc. shall have a maximum of five (5) business days beginning with the date it receives notification to respond to the Owner by either accommodating the requestor or pursuing legal remedies to stop the Owner's release of requested information. Said notification shall relieve the Owner of any further obligation under any claim of Mobilcomm, Inc. or any of its agents or affiliates in any jurisdiction in connection with the disclosure of such records. Mobilcomm, Inc. and its agents and affiliates shall have the right to pursue legal and/or equitable remedies to stop or limit disclosure at their sole expense.
3. **Indemnity.** Mobilcomm, Inc. will defend and indemnify to the extent of its insurance limits, protect and save Owner from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from the performance of this quote and agreement.

[Signature Page to follow.]

WHEREFORE, the parties hereby execute this Addendum by their duly authorized representatives on the dates shown below:

Mobilcomm, Inc.

Warren County Board of Commissioners,

Burt Miller  
Authorized Signatory

[Signature]  
President / Vice President

Burt Miller  
Printed Name  
UP OF SMO/CR

David Young  
Printed Name

12-17-202  
Date

12/15/20  
Date

Resolution # 20-1804

**ADDENDUM to Agreement Terms and Conditions between Warren County Board of  
County Commissioners and Mobilcomm, Inc. ~~Quote # 805-20-71 Warren County  
Washington Twp Tower Rework cables Project~~**

**WHEREAS**, the parties Warren County Board of County Commissioners on behalf of Warren County Telecommunications (hereinafter "Owner") a political subdivision whose address is 406 Justice Drive, Lebanon, Ohio 45036, and Mobilcomm, Inc, an Ohio corporation for profit, whose address is 1211 West Sharon Road, Cincinnati, Ohio 45240, seek to add the following terms and conditions to its agreement known as Quote #805-20-71 effective the date last signed below, as follows:

1. **Insurance.** Mobilcomm, Inc. shall Commercial General Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. Mobilcomm, Inc. shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate. Owner shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted. Mobilcomm, Inc. shall provide Owner with a certificate of insurance evidencing such coverage and conditions set forth herein and shall provide thirty (30) days' notice of cancellation or non-renewal to Owner. Mobilcomm, Inc. shall carry statutory worker's compensation insurance as required by law and shall provide Owner with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement. Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement.
2. **Confidentiality and Public Records.** The parties acknowledge that Owner is governed by the Ohio Public Records Laws. Notwithstanding any statement in this Agreement to the contrary, the Owner's handling of any confidentiality obligations are subject to the limitations of this paragraph. Records (as defined by Ohio Revised Code §§ 149.011 and 149.43) related to this Agreement may be subject to disclosure under the Ohio Public Records Laws. The Owner shall have no duty to defend the rights of Mobilcomm, Inc. or any of its agents or affiliates in any records requested to be disclosed. Upon receipt of a public records request, the Owner will notify Mobilcomm, Inc. of its intent to release records to the requestor. Mobilcomm, Inc. shall have a maximum of five (5) business days beginning with the date it receives notification to respond to the Owner by either accommodating the requestor or pursuing legal remedies to stop the Owner's release of requested information. Said notification shall relieve the Owner of any further obligation under any claim of Mobilcomm, Inc. or any of its agents or affiliates in any jurisdiction in connection with the disclosure of such records. Mobilcomm, Inc. and its agents and affiliates shall have the right to pursue legal and/or equitable remedies to stop or limit disclosure at their sole expense.
3. **Indemnity.** Mobilcomm, Inc. will defend and indemnify to the extent of its insurance limits, protect and save Owner from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from the performance of this quote and agreement.

[Signature Page to follow.]

WHEREFORE, the parties hereby execute this Addendum by their duly authorized representatives on the dates shown below:

Mobilcomm, Inc.

Burt Chilton  
Authorized Signatory

Burt C Chilton - VP of Sales  
Printed Name

11-30-2020  
Date

Warren County Board of Commissioners,

DJY  
President / Vice President

David Young  
Printed Name

12/15/20  
Date

Resolution # 20-1804

APPROVED AS TO FORM

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



1211 WEST SHARON ROAD, CINCINNATI, OHIO 45240 513-595-5800

PROPOSAL FOR: Warren County Telecommunications

ADDRESS: 500 Justice Dr.

CITY, STATE, ZIP: Lebanon, Oh 45036

SYSTEM #:

SALES TAX: N

DATE: 10/16/2020

EXPIRES: 30 Days

REV:

ATTENTION: Gary Hardwick

E-MAIL: [gary.hardwick@wcoh.net](mailto:gary.hardwick@wcoh.net)

TELEPHONE: 513-695-2860

SALES REP: Dave Nieman

TELEPHONE: 513-595-5945

E-MAIL: [dnieman@mobilcomm.com](mailto:dnieman@mobilcomm.com)

QUOTE #: 805-20-72 - Warren County - Lytle 5 Points Tower - Install 2 Antenna Systems

PREPARED BY: Chuck Abbey

TELEPHONE: 513-595-5805

E-MAIL: [cabbey@mobilcomm.com](mailto:cabbey@mobilcomm.com)

DESCRIPTION: Lytle 5 Points Tower - Install 2 Antenna Systems and Ice Bridge.  
Attach existing cables to new Ice Bridge.

**Documents Included:**

Scope of Work

Terms & Conditions

**Ohio State Term Schedule 573077-0**

50 % Payable to Mobilcomm upon receipt of Order \$4,712.50

30 % Payable to Mobilcomm upon receipt of Equipment \$2,827.50

20 % Payable to Mobilcomm upon Completion \$1,885.00

Sales Tax is Not Included:

**Total Payable to Mobilcomm: \$9,425.00**

ACCEPTED BY: \_\_\_\_\_

PRINT NAME: David Ramsey

PO #: \_\_\_\_\_

DATE: 12/15/20

ITEM	QTY	DESCRIPTION	SUBTOTAL	MA
1A		Lytle 5 Points Tower - Install 2 Antenna Systems and Ice Bridge. Attach existing cables to new Ice Bridge.	9,280.00	
1		Labor - (2) Antenna Systems and Ice Bridge installation		
		Project Management	145.00	
		<b>SHIPPING:</b>		
		<b>SALES TAX IS NOT INCLUDED:</b>		
		<b>PROJECT TOTAL:</b>	<b>\$9,425.00</b>	

**SCOPE OF WORK 16.2** Warren County Telecommunications  
**Description of Work:** Lytle 5 Points Tower - Install 2 Antenna Systems and Ice Bridge  
**Proposal BY:** Chuck Abbey

Work Description	Details: Please contact Chuck Abbey for questions or clarification of this document	Mobilcomm	Customer	Other
	<b>Lytle 5 Points Tower - Install 2 Antenna Systems and Ice Bridge. Attach existing cables to new Ice Bridge.</b>			
	This quote covers labor to complete the following work at the Lytle 5 Points Tower Site:	X	X	
	A new Ice Bridge will be installed from the South Leg to the Entry Port on the new building to the North of the Tower.	X		
	The Ice Bridge posts will be bonded to the Site Ground System using exothermic welds to the posts and 12 Ton Hydraulic Crimps below ground.	X		
	The existing cables on the tower will be run across the Ice Bridge to the Building Entry Port.	X		
	A new VHF Antenna System will be installed with the Antenna installed directly to the top of the NW leg of the tower.	X		
	A new UHF Antenna System will be installed with the Antenna installed directly to the top of the NE leg of the tower.	X		
	7/8" Heliac line will be installed for each of the new antennas and run to the entry ports on the buildings.	X		
	The static charge dissipation device currently on the NE leg will be relocated with cross bar clamp kits to the face of the tower.	X		
	<b>The Customer will provide all of the parts and hardware to complete the work.</b>		X	

TERMS/CONDITIONS for Description of Work Proposal By:	Warren County Telecommunications Lytle 5 Points Tower - Install 2 Antenna Systems and Ice Bridge Chuck Abbey
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Item Description	Details - Please contact Chuck Abbey for questions or clarification of this document	Mobilcomm	Customer	Other
<b>Owner Responsibilities</b>	Costs associated with any of the following are excluded unless specifically listed in the proposal			
	Cost of any required permits for zoning and/or building will be the owner(s) responsibility		X	
	Access to building is available to Mobilcomm personnel		X	
	If building or tower space is leased, permission to use the property has been obtained		X	
	Leased tower space may require load analysis and additional fees imposed by the tower owner		X	
	Electric service is available where needed or will be provided by the owner(s)		X	
	IP network requirements, if needed, are understood and agreed to by the owner's IT personnel		X	
	HEPA tents, if required, must be supplied by the owner(s)		X	
	Rental of lift platforms, if required, is not included		X	
	Mobilcomm must be informed of any known or potential hazards on the property; if hazards are present, cost for remediation will be the owner(s) responsibility.		X	
	If asbestos is present, cost for remediation will be the owner(s) responsibility		X	
	Notify Mobilcomm prior to the proposal if plenum rated cable is required for any portion of the project		X	
	Notify Mobilcomm prior to the proposal if site safety training is required and length of time to complete		X	
<b>Assumptions</b>	Floor space or wall space is available		X	
	Antenna & cable routing paths are available		X	
	Building ground system connection is available		X	
	A backup power plan, if required, is understood and agreed to by the owner(s)		X	
	The proposed radio coverage area is understood and agreed to by the owner(s)		X	
	An FCC license can be obtained for the required frequency(s)		X	
	Subscriber radio programming plan is understood and agreed to by the owner(s)		X	
	A site inspection and installation plan has been performed and approved by the owner(s)		X	
	All work will be performed during normal business hours		X	
<b>Proposal</b>	All work is proposed during normal business hours, 8:00am through 4:00pm Monday through Friday			
	After hours or weekend work is not included; if required, additional labor will be added to the final invoice			
	Prevailing wage is not included; if required, Mobilcomm must be notified before accepting this proposal			
	Title will pass upon shipment, risk of loss will pass upon delivery to purchaser's facility			
	Additional charges will apply for any material or labor not included in this document			
	This proposal is valid for 30 days; after that time, a review of the proposal is required			
	Quotations are exclusive of all installation, programming charges and applicable taxes unless expressly stated in the proposal.			
<b>Purchase Orders</b>	Purchase Orders, if required, must be included with the signed copy of this quotation.			
<b>Confidential</b>	This proposal has been prepared for use of the addressee only. This document shall not be reproduced and/or distributed to anyone other than the addressee and required personnel.			
<b>Liability &amp; Damages</b>	Mobilcomm's total liability, arising from the ordered products, will be limited to the purchase price of the products with respect to which losses or damages are claimed.			
	In no event will Mobilcomm be liable for incidental or consequential damages			
<b>Maintenance Agreement</b>	Maintenance (if included) provides labor and parts for the time period stated at the bottom of this quotation. Please read the maintenance agreement document for additional conditions and/or restrictions that may apply to your particular equipment.			
<b>Manufacturer's Warranty</b>	Manufacturer's standard equipment warranty (furnished upon request) applies to all ordered equipment. Mobilcomm disclaims all other warranties with respect to the ordered products, express or implied, including the implied warranties of merchantability and fitness for a particular purpose.			
<b>Returns</b>	Ordered equipment may be returned for a full refund, less a 20% restocking fee, if the equipment is returned unused and undamaged, in its original packaging, within fifteen (15) days after shipment.			
<b>Payment Terms &amp; Tax</b>	If sales tax is not included, this is indicated on the proposal			
	Final payment is due within thirty (30) days after completion of the project			
	Payment by credit card on orders over \$5000 will have a 3% surcharge added to the final invoice			
<b>Acceptance</b>	By accepting this proposal, it is assumed that you have read and understood these terms and conditions. If you do not understand this document or scope of work, please contact the person that prepared this document for clarification.			



# Resolution

Number 20-1805

Adopted Date December 15, 2020

AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO A SOFTWARE SUBSCRIPTION AND SERVICES AGREEMENT WITH CENTRAL SQUARE TECHNOLOGIES ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Central Square Technologies will provide software and services for Unify Agreement Cad to Cad Demo annual Subscription as indicated on attached SSAS; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign the a Software subscription and Services Agreement with Central Square Technologies on behalf of Warren County Telecommunications to provide Unify Agreement Cad to Cad Demo Annual Subscription as attached hereto and a part hereof.

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

## SOFTWARE SUBSCRIPTION AND SERVICES AGREEMENT

This Software Subscription and Services Agreement (the "Agreement") is entered into as of the "Effective Date" by and between:

CentralSquare Technologies, LLC  
1000 Business Center Drive  
Lake Mary, FL 32746

(hereinafter referred to as "CentralSquare")

Warren County Board of County  
Commissioners  
500 Justice Drive  
Lebanon, OH 45036

(hereinafter referred to as "Customer")

CentralSquare and Customer may be severally referred to as a "Party" or collectively referred to as "Parties".

1. **DEFINITIONS.** Whenever used in this agreement, the following terms shall have the meanings assigned herein. Additional terms may be defined in the context in which they are first used. The following definitions apply to the entire Agreement and its Exhibits.

1.1. "Agreement" shall mean this Agreement and any attached reference documents or Addendum as those may be amended, modified or supplemented from time to time.

1.2. "Capitalization" Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

1.3. "Confidential Information" shall mean all corporate information and material of a sensitive, proprietary, or non-public nature originating within the disclosing Party, whether in electronic, hard copy or other form, and disclosed as necessary between the Parties in a contractual agreement, but not made openly available or disclosed to the public nor any third party, unless such disclosure to a specific third party is consented to in writing by the disclosing Party or is otherwise required by law. Confidential Information includes without limitation, information, data and materials relating to the disclosing Party's business, customers, personnel, trade secrets, internal processes, elements of the disclosing Party's information technology infrastructure, and any of the disclosing Party's information not generally available to the public. Confidential Information shall not include information which:

- a) is at the time of its disclosure already in the public domain and readily available to the public; or,
- b) is independently developed by the receiving Party without reference to or prior knowledge of the disclosing Party's Confidential Information; or
- c) was already legally in the possession of the receiving Party prior to its disclosure by the disclosing Party and not subject to any agreement of confidence between the receiving and disclosing Parties; or,
- d) is obtained by the receiving Party from a third party authorized to possess and disclose such information without restriction; or
- e) gets into the public domain via an authorized release from the disclosing Party and not via another party's unauthorized, wrongful, illegal or negligent release of this information to the public.

1.4. “Change Order” means work added to or deleted from the original scope of work as described in the Pricing Schedule and/or Statement of Work or other attachment included herein in this Agreement which alters the original scope, agreement amount, and/or completion date.

1.5. “Customer Environment” means the computing facilities consisting of the operating computers, operating systems and other equipment and systems into which Customer intends to integrate and use the Product.

1.6. “Documentation” means any user manuals, operating instructions, descriptions, or other written directions provided to Customer by CentralSquare in connection with the Product.

1.7. “Feature Upgrade” means an optional, premium feature of a Product that CentralSquare may offer to Customer at an additional fee.

1.8. “Fees” mean all monetary amounts owed by Customer to CentralSquare for the Product, License(s), Additional License(s), Feature Upgrade(s), Module(s), Technical Services, and Professional Services, as set forth herein or in attached reference documents or Change Orders as applicable.

1.9. “Maintenance Release(s)” means a Software program fix or improvement that solves a problem or enhances the performance of the Product(s) but does not necessarily expand the functionality of the Product(s).

1.10. “Module(s)” means software containing altered and/or new functionality that does not fall within the scope of the applicable version of the standard Software licensed under this Agreement and that CentralSquare may offer to Customer at an additional fee.

1.11. “Pricing Schedule(s)” means one or more Pricing Schedules attached hereto and incorporated herein which sets forth the price for Products and Services ordered by Customer hereunder.

1.12. “Product” means, individually and collectively, any Software, Module(s) and/or Feature Upgrade, Document(s) acquired by Customer through CentralSquare or its authorized resellers.

1.13. “Reseller” means a company or individual authorized by CentralSquare to sell Product(s)

1.14. “Software” means the standard software components as described in a Pricing Schedule or Statement of Work including Maintenance Release(s), if any.

1.15. “Statement(s) of Work” means one or more Statement(s) of Work attached hereto and incorporated herein (sometimes referred to herein as the “SOW”) describing the Products, Professional Services, Purchased Equipment and /or Technical Services to be provided by CentralSquare to Customer. If no pricing is detailed in the Pricing Schedule or Statement of Work, pricing for Products and Services shall be the CentralSquare prices in effect at the time such Products or Services are ordered.

1.16. “Subscription” means the binding agreement established herein between the Customer and CentralSquare to pay periodic Fees in exchange for the right to use a License to the specified Products and Software during the designated period, and for annual maintenance and support services provided by CentralSquare as defined herein.

2. **PRIOR AGREEMENTS SUPERSEDED.** This Agreement between the Parties contains all the terms and conditions that govern the rights, responsibilities, and obligations of the Parties during the term of this Agreement. This Agreement supersedes and replaces any prior or existing agreement between CentralSquare and Customer and incorporates any and all prior and ongoing agreements between the Parties. Such prior agreements, if any, shall be governed by the terms and conditions of this Agreement as if such agreements were issued hereunder. This

Agreement may not be amended except in writing signed by both Parties expressly referring to which portion(s) of the Agreement are to be amended.

3. **AGREEMENT DOCUMENTS.** This agreement shall consist of the documents listed below. The Exhibits listed below are incorporated herein and made a part of this Agreement by this reference.

- 3.1. Exhibit A – Professional Services and Support/Maintenance
- 3.2. Exhibit B – Technical Services (Implementation and Configuration Services)
- 3.3. Exhibit C – Project Statement(s) of Work
- 3.4. Exhibit D – Project Payment Schedule(s)
- 3.5. Exhibit E – Standard Implementation Documentation

4. **TERM AND TERMINATION.**

4.1. Term. This Agreement shall commence upon the Effective Date and extend for a period of twelve (12) months thereafter, and is renewable on an annual basis.

4.2. Termination for Cause. In the event of a material breach of this Agreement, the non-breaching Party may notify the other Party in writing of the material breach and the breaching Party will have thirty (30) days to affect a cure to such material breach. If the breaching Party does not affect such a cure to the material breach within the aforementioned thirty (30) days, the non-breaching Party may terminate this Agreement immediately without further notice to the breaching Party.

4.3. Termination without Cause. This Agreement may be terminated without cause by either party by providing written notice sixty (60) days prior to the date of termination.

4.4. Effects of Termination. Upon termination of this Agreement, without prejudice to any other rights or remedies which the Parties may have, (a) all rights licensed and obligations required hereunder shall immediately cease; provided that provisions with express survival language shall survive termination, (b) Customer will promptly delete and destroy all instances of the Product and the Documentation in its possession or control, and (c) except as expressly set forth herein, Customer shall within thirty (30) days of the date of termination pay to CentralSquare any outstanding Fees that have accrued prior to the date of termination.

5. **PRODUCT; SERVICES; EQUIPMENT; CHANGES; COMPLIANCE WITH LAWS.**

5.1. Product Subscriptions. All Products to be subscribed to by Customer hereunder are set forth in Exhibit D. After the Effective Date of this Agreement, CentralSquare will put the Product at Customer's disposal for use in accordance with the Technical Services Agreement and all applicable Documentation. All deliveries of Product shall be inclusive of the corresponding Documentation. The risk of loss of, theft of or damage to the Product or other items delivered to Customer under this Agreement shall pass to Customer when Customer or any third party appointed by Customer comes into possession of these items.

5.2. Support and Maintenance Services. Active Customer Subscriptions to CentralSquare products include software application maintenance and support, in accordance with the support provisions set forth herein and in Exhibit A.

5.3. Professional Services. CentralSquare will provide Professional Services, if requested by Customer, in accordance with, and subject to, the terms of the Professional Services Agreement attached hereto as Exhibit A.

5.4. Equipment. Any hardware or equipment Customer chooses to purchase through CentralSquare (collectively, the “Purchased Equipment”) shall be as set forth in a Purchased Equipment Addendum. Any Purchased Equipment Addendum shall be attached hereto and incorporated herein.

5.5. Changes. Customer may request changes to any particular Product, SOW, Services or Purchased Equipment by providing CentralSquare with a written request that describes the desired change (or “Change Order”). Prior to implementing any Change Order and before the Customer incurs any costs associated with any proposed change, CentralSquare will provide Customer with a written quotation which specifies any applicable increase or decrease in the cost and/or the time that will be necessary to implement the Customer requested changes specified within the requested Change Order. Provided that either the terms and conditions of the written Change Order are acceptable to the Customer as presented or the terms and conditions are acceptably modified through additional negotiation, the resulting, mutually agreed upon change(s) in scope, and any associated increase or decrease in the cost and/or time required, shall be incorporated into the Change Order and, prior to CentralSquare performing any work based on the Change Order request, the Change Order must be approved/signed and awarded by authorized representatives of both Parties.

5.6. Compliance with Laws. CentralSquare shall comply with all applicable state, local, and federal employment laws and regulations, including anti-discrimination, and payment of state and federal employment related taxes.

6. **FEATURE UPGRADES AND MODULES**. CentralSquare may from time to time make Feature Upgrades or additional Modules available to Customer. In addition to the terms and conditions of this Agreement, some Feature Upgrades and Modules may be subject to the Customer’s prior agreement to certain use restrictions required by CentralSquare or its authorized Resellers. The Customer’s agreement to such restrictions, if any, shall be evidenced by an Amendment to this Agreement signed by both Customer and CentralSquare. Any additional or separate pricing associated with a Feature Upgrade and/or Modules separate and apart from those in the Customer’s existing Subscription Agreement will be set forth on a revised, supplemented or amended Payment Schedule or Change Order.

7. **PAYMENT TERMS AND CONDITIONS.**

7.1. Fees.

- a) Subscription Fees. Customer will pay CentralSquare, without deduction or offset, an annual Subscription Fee of \$27,400.00. The Subscription Fee for the initial term shall be due on the Effective Date of this Agreement, with successive annual Fees due annually on the anniversary of the Effective Date. The annual Subscription Fee shall increase by an amount from the prior year as outlined within Exhibit D. Annual Subscription Fees are subject to increase in an amount not to exceed 5% from the prior year.

7.2. Invoicing. CentralSquare shall invoice Customer for Fees due under this Agreement. The Invoice for Subscription Fees may be prorated based upon the mutually agreed upon terms and conditions set forth in Exhibit D. Customer agrees to pay CentralSquare, within thirty (30) days of receipt of an invoice, all undisputed amounts in the invoice. Any undisputed amount not paid within thirty (30) days of receipt of the invoice shall accrue interest at the rate of one and one-half percent (1.5%) per month until paid in full. With respect to any disputed amount, Customer shall provide CentralSquare with a written notice of such a dispute within thirty (30) days of Customer’s receipt of the relevant invoice. The notice will cite the basis for the dispute, as well as supporting details sufficient to permit CentralSquare to cure the dispute. Customer shall send all payments to the address included on the invoice. All amounts payable shall be in U.S. currency. The invoice will also include any and all applicable sales, use and other taxes for which Customer is responsible. If Customer is a tax-exempt entity, Customer shall provide CentralSquare with proof of such exemption upon execution of this Agreement.

## 8. LICENSE GRANTS, RESTRICTIONS ON USE.

8.1. Subscription Grants. Subject to the terms of this Agreement, CentralSquare grants to Customer a limited, non-exclusive, non-sublicensable, non-transferable Subscription to: (a) install and use (i) the Product (in executable form) in Computing Environment on Customer's computer(s), server(s) and/or hosted server(s) as further outlined on the Statement of Work and (ii) any related plug-ins or components on, as applicable, Customer's computer(s), server(s) and/or hosted server(s); (b) use and permit a number of Active Users as specified in the Payment Schedule (together with the Customer, the "Users") to use the Product (including any plug-ins or components) solely in connection with the Customer's business; and (c) use and make a reasonable number of copies of the Documentation provided. Customer agrees that the Product is not to be used by any other agency, department, jurisdiction, individual or entity not expressly listed on this Agreement or its Exhibits and Attachments. Certain Feature Upgrades and Modules, related to the Product, may only be offered on a Subscription basis and, in such instances, Customer will install the Feature Upgrades or Modules, and subscribe to such, Feature Upgrades and Modules as set forth in a corresponding Amendment to this Agreement. Except as specifically authorized herein, neither this Agreement, nor any right, license or obligation hereunder, may be transferred, assigned, delegated, or sublicensed, in whole or in part, by Customer without CentralSquare's prior written consent and any attempt to the contrary shall be void and of no legal effect.

### 8.2. Subscription Duration; Renewals, Restrictions, Services.

- a) Subscription Duration. The Subscription is limited in time and is only applicable during the Term of this Agreement and any renewal thereof and under the condition that Customer continuously pays all Fee(s) due in a timely manner and in full when invoiced. The Term of the Subscription is defined in Section 4 of this Agreement.
- b) Subscription Restrictions. Customer acknowledges and understands that the Software is written in a specific programming language for use with specific operating systems and is to be used only on the equipment platforms identified in the Computing Environment, as set forth in the Statement of Work. Customer may implement the Product in the Computing Environment and use the Software in accordance with the number of Subscriptions specified in the attached Payment Schedule. The number of Subscriptions may be increased by acquiring additional Subscriptions from CentralSquare (each, an "Additional Subscription"). The Term for any Additional Subscriptions shall be coterminous with the Term for the existing Subscriptions, regardless of when acquired. Customer shall pay CentralSquare the additional Fee(s) for each Additional Subscription upon acquisition.
- c) Subscription Audits. Customer acknowledges and agrees to allow CentralSquare reasonable remote access under the Freedom of Access clause, Section 17.2, to perform system usage audits from time to time. If the average number of daily Active Users over a thirty (30) day period exceeds the number of Subscriptions, the Customer will be required to reduce the number of Active Users or acquire Additional Subscriptions which will be invoiced according to the terms defined in Section 7 of this Agreement.

8.3. Additional Subscription Restrictions. Except as expressly permitted under this Agreement, Customer agrees to NOT: (a) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Product or any portion thereof; (b) distribute, transfer, grant sublicense to, or otherwise make available the Product (or any portion thereof) to third parties (other than authorized Users in connection with the operation of Customer's business), including, but not limited to, making such Product available through resellers or other distributors, or as an application service provider, service bureau, or rental source; (c) embed or incorporate in any manner the Product (or any element thereof) into other applications of Customer or third parties, other than as authorized in the applicable Documentation; (d) create modifications to or derivative works of the Product; (e) reproduce the Product; (f) use or transmit the Product in violation of any applicable law, rule

or regulation, including any export/import laws; (g) in any way access, use, or copy any portion of the Product code (including the logic, functionality, and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with the Product or (h) remove, obscure or alter any copyright notices or any name, trademark, service mark, tagline, hyperlink or other designation included on any display screen within the Product. Customer shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions by Customer and/or third parties. The Product is a “commercial item”, as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is “commercial computer software” and “commercial computer software documentation”, as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), the Product is provided to U.S. Government End Users (i) only as a commercial end item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

## 9. **WARRANTIES AND DISCLAIMERS.**

### 9.1. Warranties.

- a) From the commencement of the Agreement and Subscription granted hereunder and for as long as Customer is current with payment of Fees, CentralSquare warrants that the Products, as delivered and when used in accordance with the Documentation and CentralSquare specifications, will perform in substantial conformance with such specifications and CentralSquare Documentation.

9.2. Disclaimers. **THE EXPRESS WARRANTIES IN SECTION 9 ARE THE EXCLUSIVE WARRANTIES OFFERED BY CENTRALSQUARE AND ANY AND ALL OTHER CONDITIONS AND WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY CONDITIONS OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, QUIET ENJOYMENT, TITLE, MERCHANTABILITY AND THOSE THAT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE ARE HEREBY DISCLAIMED. CENTRALSQUARE DOES NOT WARRANT THAT CUSTOMER'S USE OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE OR MAKE ANY OTHER REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SOFTWARE, PRODUCT OR DOCUMENTATION IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. CENTRALSQUARE DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES THAT THE DATA OR INFORMATION PROVIDED THROUGH USE OF THE PRODUCT WILL BE ACCURATE, UP-TO DATE OR ERROR FREE. IN NO INSTANCE SHALL CENTRALSQUARE BE HELD LIABLE FOR ANY JUDGMENT MADE OR ACTION TAKEN BY CUSTOMER THROUGH USE OF THE PRODUCT.**

9.3. Customer's Remedy. For any nonconformance of the Product to its specification, which materially affects performance and is reported to CentralSquare by Customer, in writing, during the Term or a renewal Term, CentralSquare shall provide an analysis of the problem and provide a workable solution. If such nonconformance is determined to be caused solely by the Customer, a third party, or other cause not directly under CentralSquare's control or covered under the maintenance and support terms of the Agreement, CentralSquare will provide Customer with a Sales Quote which will set forth any applicable charges for the correction of the nonconformance. Customer agrees that it will in no event alter, modify, repair, disassemble, or adjust the Product obtained hereby, except in accordance with CentralSquare's instructions. CentralSquare will not be liable to the extent that any breach of the foregoing warranties is caused by (i) third-party components (including in combination with the Product) not provided by or approved in writing by CentralSquare; (ii) modifications to the Product not made by CentralSquare; (iii) unauthorized use or use of the Product other than in accordance with the Documentation; (iv) bugs, failures or anomalies resulting from changes in the Customer Environment, including operating system updates, with the exception of critical security patches, software patches other than those provided by CentralSquare, and hardware, firmware and/or hardware-software upgrades or updates; (v) use of the Product in an environment other than the Customer Environment; (vi) use of the Product on hardware not identified as compatible by CentralSquare; (vii) damages or losses caused by a Force Majeure Event (as defined

below); (viii) neglect or misuse of the Product by Customer or the Users; (ix) viruses introduced by Customer, its agents or Users; or (x) continued use of the Product by Customer after CentralSquare notifies Customer, pursuant to Section 4, to discontinue use of the Product due to a claim, allegation or proceeding of third party infringement (collectively, "Exclusions") **THE FOREGOING CONSTITUTES CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES REGARDING NONCONFORMANCE OF THE PRODUCT TO ITS SPECIFICATION AND IS IN LIEU OF ANY AND ALL OTHER REMEDIES WHICH MAY BE AVAILABLE TO CUSTOMER.**

#### 10. LIMITATIONS OF LIABILITY.

**TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR LOSS OF USE OR GOODWILL, INTERRUPTION OF BUSINESS, LOSS OR INACCURACY OF BUSINESS INFORMATION, LOST PROFITS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF IT OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE CUMULATIVE LIABILITY, IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, EXCEED THE TOTAL OF THE FEES ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE ONE (1) YEAR PERIOD PRIOR TO THE DATE THAT SUCH LIABILITY FIRST ARISES. THIS LIMITATION OF LIABILITY IS SPECIFICALLY RELATED TO THIS CENTRAL SQUARE SOFTWARE LICENSE AND SERVICES AGREEMENT AND EXCLUDES PROFESSIONAL SERVICES AS COVERED BY ANY PROFESSIONAL SERVICES AGREEMENTS ATTACHED OR REFERRED TO HEREIN.**

**THIS SECTION 10 SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.**

#### 11. MARKETING AND REFERENCES.

11.1. Marketing. During the term of this Agreement, CentralSquare may include Customer's name and logo as a customer who uses the Product on CentralSquare's website and in other marketing materials promoting the Product. The Parties shall consult and collaborate with each other before issuing any press release or otherwise making any public statements with respect to Customer's use of the Product; and shall not issue any such press release or make any such public statement without the prior consent of the other Party, which consent shall not be unreasonably withheld or delayed.

11.2. References. During the term of this Agreement, upon CentralSquare's reasonable request, Customer agrees to occasionally serve as a reference, participate in analyst calls, provide statements for marketing purposes, and/or develop case studies on Customer's success in using the Product.

#### 12. PROPRIETARY RIGHTS.

12.1. CentralSquare Ownership. As between the Parties, CentralSquare and its suppliers will retain all ownership rights in and to the CentralSquare Property, Product, Documentation, all updates and upgrades thereto, all Feature Upgrades, Modules, other derivative works of the Product and/or Documentation provided by CentralSquare, and all intellectual property rights incorporated into or related to the foregoing. Customer acknowledges that the goodwill associated with the CentralSquare Property belongs exclusively to CentralSquare and, upon request, Customer will modify or cease its use of any CentralSquare property. All rights not expressly licensed by CentralSquare under this Agreement are reserved to CentralSquare. Additionally, the technology in the Product may be covered by United States ("U.S.") patents, or by U.S. and/or international patents pending. The Product, including, without limitation, any images, animation, sound, music and text incorporated therein is subject to U.S. and international copyright protection, including U.S. copyright registration. Customer shall have no right, license or interest of any kind in or to such copyrights, trademarks, patents or patents pending and the



Customer shall not assert such right, license or interest or otherwise challenge CentralSquare's exclusive ownership of such copyrights, trademarks, patents or patents pending.

12.2. Customer Content. As between the parties hereto, Customer and its Users will retain all ownership rights in and to all content made available by Customer and Users through the Product (collectively "Customer Content") and all Customer data. Customer agrees that the Product simply manages Customer data and CentralSquare has no control or liability in how such manipulated data is used by Customer.

### 13. CONFIDENTIAL INFORMATION.

13.1. Confidential Information. In the course of performing this Agreement, the Parties may disclose to each other Confidential Information. When disclosed by a Party (the "Disclosing Party"), Confidential Information will be designated and/or marked as confidential. Any information not marked as confidential when disclosed shall still be treated as Confidential Information by the Party receiving such information (the "Receiving Party") if the Receiving Party knew or reasonably should have known, under the circumstances, that such information was considered confidential or proprietary by the Disclosing Party. The Receiving Party shall preserve the confidentiality of the Disclosing Party's Confidential Information and treat such Confidential Information with at least the same degree of care that the Receiving Party uses to protect its own Confidential Information, but no less than a reasonable standard of care. Neither Party shall use the Confidential Information of the other Party for any purpose, except in the performance of its obligations under this Agreement or as otherwise expressly permitted hereunder. Confidential Information shall be disclosed only to those employees and contractors with a need to know such information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than that set forth herein. The Receiving Party shall promptly notify the Disclosing Party of any actual or potential unauthorized access to or use of the Disclosing Party's Confidential Information. The Receiving Party shall not be liable to the Disclosing Party for the release of Confidential Information if such information: (a) was known to the Receiving Party without restriction as to use or disclosure at the time of receiving such information, as evidenced by the Receiving Party's records; (b) was or becomes generally known or publicly available through no act or failure to act on the part of the Receiving Party (c) was independently developed solely by the employees of the Receiving Party who have not had access to Confidential Information; (d) is rightfully furnished to the Receiving Party without restrictions on disclosure by a third party without a breach of such third party's obligations of confidentiality; or (e) is required by law to be disclosed by the Receiving Party. All Confidential Information shall remain the sole property of the Disclosing Party and the Receiving Party shall have no interest in or rights with respect thereto, except as expressly set forth in this Agreement.

13.2. The parties acknowledge that Customer is governed by the Ohio Public Records Laws. Notwithstanding any statement in this Agreement to the contrary, the Customer's handling of any confidentiality obligations are subject to the limitations of this paragraph. Records (as defined by Ohio Revised Code §§ 149.011 and 149.43) related to this Agreement may be subject to disclosure under the Ohio Public Records Laws. The Customer shall have no duty to defend the rights of CentralSquare or any of its agents or affiliates in any records requested to be disclosed. Upon receipt of a public records request, the Customer will notify CentralSquare of its intent to release records to the requestor. CentralSquare shall have a maximum of five (5) business days beginning with the date it receives notification to respond to the Customer by either accommodating the requestor or pursuing legal remedies to stop the Customer's release of requested information. Said notification shall relieve the Customer of any further obligation under any claim of CentralSquare or any of its agents or affiliates in any jurisdiction in connection with the disclosure of such records. CentralSquare and its agents and affiliates shall have the right to pursue legal and/or equitable remedies to stop or limit disclosure at their sole expense.

13.3. Survival. This Section 13 shall survive termination or expiration of this Agreement.

### 14. CENTRAL SQUARE INDEMNIFICATION.

14.1. Indemnification.

- a) CentralSquare agrees to indemnify, defend, and hold harmless Customer, its officers, directors, employees, and agents from and against all damages and costs (including reasonable attorneys' fees) finally awarded against Customer (or finally settled upon) arising from or relating to any Claim, as defined below, brought against Customer by a third party alleging that the Product directly infringes any patent, copyright, trademark or other intellectual property right or misappropriates any trade secret (recognized as such under the Uniform Trade Secrets Act). If any Claim that CentralSquare is obligated to defend under this subsection (a) has occurred, or, in CentralSquare's opinion, is likely to occur, CentralSquare may, at its option and expense, either: (i) obtain for Customer the right to continue to use the applicable Product, (ii) replace or modify the Product so it becomes non-infringing, without materially adversely affecting the Product's specified functionality; or (iii) if (i) or (ii) are not readily available after using reasonable commercial efforts, or, if neither of the foregoing options is commercially reasonable, refund all Product Fees already paid by Customer and terminate this Agreement. Notwithstanding the foregoing, CentralSquare shall not indemnify, defend, or hold harmless Customer for any Claims solely based on: (1) any Customer or third party intellectual property or software incorporated in or combined with the Product, where in the absence of such incorporated or combined item, there would not have been infringement, excluding any third party software or intellectual property incorporated into the Product at CentralSquare's discretion; (2) Product which has been altered or modified by the Customer, by any third party, or by CentralSquare at the request of the Customer, where in the absence of such alteration or modification the Product would not be infringing; or (3) use of any version of the Product with respect to which CentralSquare has made available a non-infringing updated, revised or repaired subsequent version or other applicable update, patch, or fix.
- b) CentralSquare agrees to indemnify, defend, and hold harmless Customer, its officers, directors, employees, and agents from and against all damages and costs (including reasonable attorneys' fees) finally awarded against Customer (or finally settled upon) arising from or relating to any Claim of personal injury or tangible personal property damage (excluding data) of whatsoever nature or kind arising, in whole or in part, out of, as a result of, or in connection with the gross negligence or willful misconduct of CentralSquare employees, subcontractors, or agents.

14.2. Notice. The parties acknowledge and agree that CentralSquare's obligations under this Section 14 are conditioned upon Customer providing CentralSquare: (i) prompt written notice of the existence of such claim, suit, action or proceeding (each, a "Claim"); provided that a failure of the Customer to promptly notify CentralSquare shall not relieve CentralSquare of liability hereunder except to the extent that CentralSquare's defenses to such Claim are materially impaired by such failure to promptly notify; (ii) sole control over the defense or settlement of such Claim, it being agreed that CentralSquare shall not enter into any settlement imposing any liability or obligation on Customer without Customer's prior written consent; and (iii) assistance at CentralSquare's request and sole expense, to the extent reasonably necessary for the defense or settlement of such Claim.

14.3. Survival. The provisions of this Section 14 shall survive for a period of one (1) year following the termination of this Agreement.

15. **RESERVED.**

16. **EXPORT COMPLIANCE.** Customer shall not export or allow the export or re-export of the Product, Documentation, Modules, Feature Upgrades, any components thereof or any Confidential Information of CentralSquare without the prior written consent of CentralSquare. Customer shall comply with all export laws and regulations of the U.S. Department of Commerce and all other U.S. agencies and authorities, including, without limitation, the Export Administration Regulations of the U.S. Department of Commerce Bureau of Export Administration (as contained in 15 C.F.R. Parts 730-772), and, if applicable, relevant foreign laws and regulations.

17. **OBLIGATION OF CUSTOMER.** Customer Party is responsible for performing the following:

17.1. Customer Assistance. Customer shall, in all cases and at no charge to CentralSquare, perform such nonskilled checks and tests as reasonably required by CentralSquare's written instructions provided in its Documentation. These tests shall not require Customer to furnish specialized test equipment.

17.2. Freedom of Access. Customer agrees that CentralSquare or its authorized representative, shall have reasonable and free access to the Product. Any unreasonable delays or return service calls required because of denial of reasonable and free access to the Product will be separately billed to Customer at CentralSquare's normal and then current rates. Customer agrees to provide CentralSquare with onsite and remote access (via VPN) to Customer's systems, Record-Keeping Servers ("RKS"), network components, communication lines, connections, RKS data and workstations to enable CentralSquare to perform remote installation or conduct troubleshooting, license audits, integration testing, system testing and/or environment testing.

17.3. Customer Responsibilities. Customer agrees to prevent unauthorized adjustment, repairs or modifications, and to ensure that the Product is utilized in accordance with the applicable CentralSquare published specifications. In the event that either one of these responsibilities is not fulfilled, CentralSquare shall have the right to immediately withdraw the affected Product from coverage under this Agreement.

17.4. System Responsibility. CentralSquare has no system responsibility as to the use or application of the Product. Customer assumes full responsibility for data entry, data maintenance, the functional adequacy of the Product and/or Software configuration as applied in the installation and for all system analysis and system engineering work.

18. **GENERAL**

18.1. Order of Precedence. The following order of precedence shall be followed in resolving any inconsistencies between the terms of this Agreement and the terms of any Pricing Schedules, Exhibits, Attachments, Addenda and other incorporated documents: (a) First, the terms contained in this Agreement; (b) Second, the Statement of Work and/or Change Orders; (c) Third, the Pricing Schedule; (d) Fourth the terms of any Professional or Technical Services Addenda, and (e) Fifth, the terms of any other schedules, Exhibits, Attachments, and Addenda to this Agreement.

18.2. Independent Contractors. The relationship of CentralSquare and Customer as established by this Agreement is that of independent contractors and nothing in this Agreement shall be construed to: (a) constitute the parties as partners, agents, employer-employee, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking, (b) give either Party the power to direct and control the day to day activities of the other, or (c) allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.

18.3. Expense Reimbursement. When travel is requested and/or approved by Customer in connection with the performance of Services under a Statement of Work and outside of any travel explicitly included in writing as a project deliverable, Customer agrees to pay CentralSquare a daily rate ("Rate") which will encompass reasonable travel expenses. The Rate will be reimbursable for every CentralSquare employee traveling. The Rate will be negotiated prior to booking any travel arrangements. Customer agrees to pay negotiated Rate(s) due in a timely manner and in full when invoiced in accordance with Section 7 this Agreement.

18.4. Force Majeure. Any delay in the performance of any duties or obligations of either Party, except the payment of money owed, will not be considered a breach of this Agreement if such delay is caused by any occurrence or contingency beyond the Party's reasonable control, including, but not limited to, acts of God, labor disputes and strikes, market shortage of materials, riots, war and governmental requirements (any such event, a "Force Majeure Event"), provided that such Party uses reasonable efforts, under the circumstances, to resume

performance as soon as reasonably practicable. The obligations and rights of the Party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

18.5. Assignment. Neither Party will assign, transfer or delegate its rights or obligations under this Agreement (in whole or in part) without the other Party's prior written consent except that either Party may, without the consent of the other, but with prior written notice to the other, assign this Agreement, in whole, to its parent company, controlled subsidiary of that Party or a purchaser of all or substantially all of that Party's assets used in connection with performing this Agreement. Any attempted assignment, transfer or delegation not in compliance with the foregoing shall be null and void.

18.6. Amendments. All modifications to or waivers of any terms of this Agreement must be in a writing that (a) is signed by authorized representatives of the parties hereto, and (b) expressly references this Agreement.

18.7. Governing Law. This Agreement shall be governed by the laws of the State of Ohio, United States of America without regard to its conflict of laws rules. Each party waives any objection (on the grounds of lack of jurisdiction, forum non conveniens or otherwise) to the exercise of such jurisdiction over it by any such courts. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or enforcement of this Agreement. In the event that any provision of this Agreement conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, (a) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (b) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

18.8. Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

18.9. Entire Agreement. This Agreement, Pricing Schedules, Professional Services, Purchased Equipment Agreements and any other attachments hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications, including, without limitation, any quotations or proposals submitted by CentralSquare. The terms on any purchase order or similar document submitted by Customer to CentralSquare will have no effect and are hereby rejected.

18.10. Notices. All notices, consents and approvals under this Agreement must be delivered in writing by courier, by facsimile, or by certified or registered mail, (postage prepaid and return receipt requested) to the other Party at the address set forth on at the beginning of this Agreement (to the attention of the signatory below) and are deemed delivered when received.

18.11. Binding Agreement. The terms of this Agreement shall be binding on the parties, and all successors to the foregoing.


18.12. Execution in Counterparts and by Electronic Delivery. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Signed counterparts of this Agreement may be delivered by facsimile and by scanned .pdf image and an executed copy of this Agreement received by way of facsimile or by scanned .pdf image shall be deemed to be an original enforceable and admissible for all purposes as may be necessary under the terms hereof.

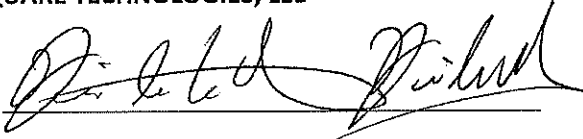
IN WITNESS THEREOF, the following Parties have caused this Agreement on the date evidenced below.

EXECUTED this 10 day of DECEMBER, 2020 (Effective Date).


WARREN COUNTY BOARD OF COUNTY  
COMMISSIONERS

CENTRAL SQUARE TECHNOLOGIES, LLC

Signature   
Name David Young  
Title President

Signature   
Name DANILO GARGIULO  
Title SVP

APPROVED AS TO FORM

  
Adam M. Nice  
Asst. Prosecuting Attorney

**EXHIBIT A**  
**PROFESSIONAL SERVICES AND SUPPORT/MAINTENANCE**

This Professional Services Agreement is incorporated in and made a part of the Subscription Agreement and is effective as of the date of the Agreement.

1. **BACKGROUND AND PURPOSE.** Pursuant to the terms and conditions of the Agreement, Customer has agreed to subscribe to Product. Customer wishes to engage CentralSquare to perform various consulting, training, customizations, and/or implementation services in connection with the Product and CentralSquare desires to provide such Professional Services, subject to the terms and conditions of the Agreement and this Professional Services Addendum. The purpose of Professional Services, either entirely or partially, is to transfer knowledge and information to Customer to enable the Customer to properly administer and support the Product and implementation within the Customer Environment.

2. **WARRANTY.**

2.1. CentralSquare warrants that the Professional Services shall be provided by qualified and trained individuals in a good and workmanlike manner consistent with industry standards and in accordance with the terms, specifications, and requirements of this Professional Services Addendum.

2.2. **THE EXPRESS WARRANTIES IN THE SOFTWARE LICENSING AGREEMENT SECTION 9 ARE THE EXCLUSIVE WARRANTIES OFFERED BY CENTRAL SQUARE**

3. **PROFESSIONAL SERVICES OBLIGATIONS.**

3.1. Location. If any Professional Services are to be performed onsite at Customer's facility, CentralSquare and its personnel will comply with any applicable and reasonable security, safety or similar rules and requirements pertaining to such facility so long as Customer provides CentralSquare a written copy of the rules and requirements prior to the date the Professional Services are to be performed.

3.2. CentralSquare Personnel. CentralSquare shall retain sole control over the employees or independent contractors performing the Services. CentralSquare is responsible for the performance of any independent contractors that it may engage to perform the Services.

4. **CUSTOMER OBLIGATIONS.**

4.1. Customer acknowledges that the timely and successful performance of Services and delivery of the Deliverables requires good faith cooperation by Customer. Therefore, Customer shall (a) furnish information reasonably requested by CentralSquare in a timely manner to include use cases and test scenarios, (b) provide access to Customer personnel, working space, facilities and systems (e.g. third party CAD vendor systems) that CentralSquare or its personnel may reasonably request, (c) provide CentralSquare with on site and remote access (via VPN) to Customer's systems, servers, network components, communication lines, connections, workstations, data, and test environments if necessary to perform Services (including licenses to third party software as may be necessary) and (d) timely perform its obligations as necessary to meet the Schedule in the applicable Statement of Work.

4.2. In the event any failure by Customer to comply with the provisions of this Section 4 results in a prolonged delay or deficiency in CentralSquare's ability to perform the Services set forth in this Agreement and associated Statement of Work, CentralSquare may elect to suspend Services related to the project. CentralSquare shall not be deemed in breach of the Agreement for such suspension. CentralSquare will provide Customer with at least two verbal warnings, followed by written notice informing the Customer

of CentralSquare's intent to put the project in "Suspended Status". Suspended Status means CentralSquare will cease Services towards the implementation, deployment, management and training on the project. Written notice will be issued at least ten days prior to Services suspension. Written notice will include:

- a) Customer actions required to remedy delays or deficiencies
- b) Reinstatement Fee(s) will be a minimum of Five Thousand dollars (\$5,000 (USD))
- c) The length of time Suspended Status can be in effect before Customer will be in default of the Agreement

4.3. Should Customer fail to remedy the delays or deficiencies as detailed in the notice, Services will be suspended. Once suspended, CentralSquare may reassign its resources to other projects. To reinstate the project from Suspended Status will require re-assigning CentralSquare resources, establishing a new project timeline, and updating the Statement of Work. Reinstatement Fees(s) will be invoiced in accordance with the terms of the Agreement. If the project remains in Suspended Status beyond the specified limit, the Customer will be deemed in default and CentralSquare may terminate the Agreement for cause.

4.4. All Customer personnel engaged with the CentralSquare personnel during the term of this Professional Services Agreement shall have the proper skill, training and background to perform their responsibilities in a professional, competent and workmanlike manner in accordance with the prevailing industry standards. CentralSquare shall not be responsible for any actions by Customer's personnel or its contractors in connection with the Product, unless such actions have been previously approved by CentralSquare, in writing, including, but not limited to, changes or modifications of the Product, changes or modifications to CentralSquare's Documentation, or training of Customer personnel or end users.

5. **WORK PRODUCT.** All error corrections, enhancements, new releases, and any other work product created by CentralSquare in connection with the Services provided under this Professional Services Agreement ("Work Product") are and shall remain the exclusive property of CentralSquare, regardless of whether Customer, its employees, or agents may have contributed to the conception, joined in its development, or paid CentralSquare for the development or use of the Work Product. Such Work Product shall be considered part of the Product and subject to the terms and conditions contained herein and in the Agreement. Notwithstanding the foregoing, Customer retains all rights, title and interest in and to any of Customer's Confidential Information that may be incorporated into or provided with any Deliverable.

6. **SUPPORT.**

6.1. In accordance with the terms of the Agreement, CentralSquare will furnish the following Services to Customer:

- a) **Maintenance Releases:** Each Maintenance Release will be provided to Customer by CentralSquare at the time of its general availability. Certain Maintenance Releases will be made available by CentralSquare for downloading to Customer's equipment. Other Maintenance Releases will be made available to Customer on media. One copy of each Maintenance Release will be made available to Customer for each Product licensed. Each Maintenance Release is licensed to run only in the Customer Environment for which Customer has a current License. Customer shall implement each revision within ninety (90) days from receipt of notice in order to qualify for continued Technical Service Support.
- b) **Technical Service Support:** Direct access to CentralSquare technical expertise, problem resolution support and critical problem escalation:

- i. Level 1 Tech Support - Level 1 Tech Support is provided by a Customer in-house technical service designee (the "Super User"). This is a person(s) within the Customer organization who has completed training and is properly certified by CentralSquare in the Product to respond to the basic questions and needs of personnel of the Customer organization.
  - ii. Level 2 Tech Support - Level 2 Tech Support is call-in support to CentralSquare's in-house technical service team and will be provided via online and/or phone support by a CentralSquare Technical Services Agent (the "Agent").
  - iii. Level 3 Tech Support - Level 3 Tech Support is onsite service.
- c) Hours of Service  
Monday – Friday, 8:00 am to 5:00 pm, Mountain Time  
Agent on call after 5:00 pm for Priority 1 & 2 Incidents, as defined below  
Saturday – Sunday: Agent on call for Priority 1 & 2 Incidents, as defined below  
Holidays: Agent on call for Priority 1 & 2 Incidents, as defined in the Incident Management Document.
- d) Service Contact  
Main Phone (801) 397-397, Option 2  
Toll-Free (800) 517-0392  
Email [support@CentralSquare.com](mailto:support@CentralSquare.com)

6.2. Limitations on Technical Service Support. Customer agrees that its point of contact for maintenance and service of the Product will be to follow the Services Levels 1-3 as outlined above, and that Customer will designate Super Users to be trained by CentralSquare to act as liaisons between CentralSquare and Customer for technical service requests. Customer understands that hotline services for the Product subject to this Technical Services Agreement will be available to Customer through electronic mail communication or by telephone.

6.3. Optional Services. Services beyond regular Maintenance Release and Product Technical Support can be purchased at CentralSquare's then current rates which are in effect at the time that the Services are requested. The Services shall be invoiced and paid in accordance with the terms of the Agreement.

6.4. Incident Management. CentralSquare has documented its support guide for call handling in its Incident Management Process documentation, which can be found as an Exhibit to this Agreement or online.

6.5. Maintenance of third-party software is not included in the Services nor is maintenance or support relating to any Exclusion.



**EXHIBIT B**  
**TECHNICAL SERVICES AGREEMENT**  
**(Implementation and Configuration Services)**

This Technical Services Agreement is incorporated in and made a part of the Agreement and is effective as of the date of the Agreement.

1. **BACKGROUND AND PURPOSE.** Pursuant to the terms and conditions of the Agreement, CentralSquare has agreed to license Product to the Customer. Customer wishes to engage CentralSquare to perform the implementation and configuration services required to install and prepare the system for use in accordance with the Statement of Work and all related Documentation.

2. **TERM AND TERMINATION.**

2.1. This Technical Services Agreement shall commence upon execution by the Parties, and/or upon CentralSquare's receipt in writing of a Notice to Proceed by Customer. Upon commencement, the Product shall be installed in the Customer Environment in accordance with the Statement of Work and any applicable Standard Implementation Documentation.

2.2. In the event a Party materially breaches any of the terms, conditions, warranties or representations set forth herein, the other Party may, at its option, notify the non-complying Party of its intention to terminate this Technical Services Agreement. The notice of the intended termination shall be written and shall specify the breaches, violations, and deficiencies that must be corrected. Except as provided herein, the non-complying Party shall have thirty (30) days from receipt of the notice to cure such breach. Should the non-complying Party fail to cure such breach, the other Party shall then have the right to terminate this Technical Services Agreement for cause by giving written notice to the non-complying Party of such termination and specifying the effective date of such termination.

3. **SERVICES.**

3.1. Products. The Products covered by this Technical Services Agreement are set forth in the Pricing Schedule and/or Statement of Work.

3.2. Documentation. CentralSquare shall provide Documentation for use with the Product as set forth in the Statement of Work.

3.3. Pricing. The Pricing for the Services covered by this Technical Services Agreement are set forth in the Pricing Schedule.

4. **WARRANTY.**

4.1. CentralSquare warrants that the Services shall be provided by qualified and trained individuals in a good and workmanlike manner consistent with industry standards and in accordance with the terms, specifications, and requirements of this Technical Services Agreement and Statement of Work. CentralSquare's obligations are contingent upon: (a) the Software and any additional parts of the Product not having been modified, changed, or altered by anyone other than CentralSquare without prior written consent of CentralSquare; (b) the Product being used only within the Customer Environment stated in the Pricing Schedule and/or Statement of Work; (c) the computer hardware being in good operational order and installed in the Customer Environment; (d) the Customer Environment meeting the minimum technical requirements as defined in the Statement of Work (e) Customer notifying CentralSquare of its need for service within twenty-four (24) hours after an issue arises; (g) Customer providing reasonable troubleshooting information and access so that CentralSquare can identify and address problems; and (h) all Fees due to CentralSquare have been paid in full.

4.2. THE EXPRESS WARRANTIES IN SUBSCRIPTION AGREEMENT SECTION 9 ARE THE EXCLUSIVE WARRANTIES OFFERED BY CENTRAL SQUARE.

5. CUSTOMER OBLIGATIONS.

5.1. The level of support that CentralSquare can deliver to Customer is dependent upon the cooperation of Customer and the quantity and quality of information that Customer can provide to CentralSquare. If CentralSquare cannot reproduce a problem or if Customer cannot successfully gather adequate troubleshooting information or reproduce the problem as identified and reported in Customer's environment, CentralSquare may need temporary login access on Customer's system to identify and address the problem and Customer agrees to promptly provide such access.

6. **WORK PRODUCT.** All error corrections, enhancements, new releases, and any other work product created by CentralSquare in connection with the Services provided under this Technical Services Agreement ("Work Product") are and shall remain the exclusive property of CentralSquare, regardless of whether Customer, its employees, or agents may have contributed to the conception, joined in its development, or paid CentralSquare for the development or use of the Work Product. Such Work Product shall be considered part of the Product and subject to the terms and conditions contained herein and in the Agreement. Notwithstanding the foregoing, Customer retains all rights, title and interest in and to any of Customer's Confidential Information that may be incorporated into or provided with any Deliverable.

**EXHIBIT C**  
**STATEMENT OF WORK**

CAD DATA SHARING – Warren County Area CAD-to-CAD Hub Implementation Project

*Revision: June 24, 2020*

**1. WARREN COUNTY AREA CAD-TO-CAD HUB IMPLEMENTATION PROJECT**

This Statement of Work (SOW) is attached to and subject to the terms and condition of the Software License and Services Agreement (Agreement) entered into on 12/10/2020 between CentralSquare and Warren County, hereafter referred to as WC. Any reference to Customer in this SOW refers to WC. Throughout the SOW, reference to WC is used when there are responsibilities specific to WC which need to be performed. The signature page must be executed by an authorized representative of CentralSquare and WC for this SOW to be binding. Where dependencies exist between WC and other agency members of this implementation, WC will facilitate the involvement of its members to achieve the deliverables of this SOW.

**2. SOLUTION OVERVIEW**

This Statement of Work (SOW) is entered into between CentralSquare and WC. CentralSquare is the leading provider of bi-directional CAD-to-CAD interoperability through its Unify implementation of the CAD-to-CAD Hub. This patented interoperability system utilizes an intelligent hub design to enable CAD systems to communicate directly with one or more other CAD systems and incorporates the interoperability information through the existing CAD consoles familiar to the dispatchers.

At the completion of this SOW, WC-area PSAPs will be able to share emergency incident related data electronically with each other. The scope includes the Warren County PSAP who will be able to share emergency incident related data electronically. These CAD systems will be integrated using the CAD-to-CAD Hub product to enable bidirectional sharing of incidents, unit updates, and unit locations.

References in this SOW to “E-HubUnify-StandardImplementationDocumentation-20200624” will hereafter be referred to as the SID.

**3. DELIVERABLES – SYSTEM CONNECTIONS**

3.1. CentralSquare will provide the Customer with the following system connections:

Agency	Connecting System	Connection Type (if applicable)	Product Package	Interface
Warren County	CST CAD Enterprise	Bidirectional	Unify	Utilize Existing Interface

3.2. Standard CAD-to-CAD Hub Functionality For Project Implementation – The customer is licensed to use the CAD-to-CAD Hub functionality as described in the SID “Section 1 – Hub Unify Standard Scope”.

3.3. Site-Specific Configurations – A discovery phase will take place that will identify site-specific configurations for the Hub. These will be documented in an Operational Scenarios Document (OSD) and signed off by the customer before the configuration phase begins.

3.4. Customizations – No customizations are included outside of standard functionality already described.

**4. DELIVERABLES – PROFESSIONAL SERVICES**

4.1. Documentation - Standard professional services deliverables are documented in the following appendices:

- a) “Exhibit E – Section 2 - Unify - Professional Services Deliverables”
- b) “Exhibit E – Section 3 - Unify - Implementation”
- c) “Exhibit E – Section 4 - Unify - System Testing”

4.2. Configuration Allowance – The customer is licensed to utilize the following number of configurations:

Configuration	Count
Business rules with associated filters	5
User groups with associated filters	5

**5. CUSTOMER DELIVERABLES**

5.1. The Customer agrees to perform the functions in the SID, “Exhibit E – Section 5 – Hub Unify – Customer Deliverables”.

**6. PROJECT TIMELINE LIMITATIONS**

In order to maintain the forward progress of the implementation, select project periods are subject to the following limitations. Once the timeline limitation has been met, the deliverables for that period will be deemed automatically accepted and any associated milestones and invoicing will occur. A complete overview of project phases is found in the SID, “Exhibit E – Section 3 – Hub Unify - Implementation”.

Phase	Timeline Limitation
Phase 5: Customer End-to-End / Acceptance Testing	4 weeks, per PSAP
Phase 6: Final Training – Deploy to Production	4 weeks
Phase 7: Reliability Period	4 weeks

**7. ACCEPTANCE CRITERIA**

CentralSquare and the Customer will use a standardized acceptance test plan for all work completed under this SOW to confirm the system meets the functional requirements of the COTS Hub system. Any defects that are raised will be prioritized as follows:

Priority	Description
P1: Critical Priority	A fatal software application error that prevents the system from starting/re-starting and/or a database integrity error.
P2: High Priority	Users are not able to use mission critical functionality necessary to capture or maintain their data. There is no known work-around or there is an unacceptable and production-limiting work-around.
Per industry standards, the system is considered ready for fielding when there are no known P1 or P2 defects.	
P3: Medium Priority	Users have an acceptable and defined work-around, which will allow them to continue or the problem will not inhibit production activity.
P4: Low Priority	This is a nuisance to the end-users, but is not a production-limiting problem.

**8. PROJECT RISKS**

The customization efforts involved when integrating the Bidirectional Adapters and interfaces with the CAD-to-CAD Hub includes several risks, the outcome of which are not completely certain until implementation and testing is complete. Based upon the differences of each CAD system, an agency may use different methods of sharing incidents and exchanging information through their connection to the Hub. Thus, actual functionality can vary widely by agency, even for those using the same make of CAD system. Accordingly, each agency is treated as a separate custom integration with inherent risks associated with configuration efforts. CentralSquare will discuss risk mitigation efforts with the customer early in the discovery phase.

**EXHIBIT D  
PRICING SCHEDULES**

**WHAT SOFTWARE IS INCLUDED?**

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<b>PRODUCT NAME</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
Unify Annual Subscription Fee - SaaS	1	27,400.00 USD	27,400.00 USD
<b>Software / Subscription Total:</b>			<b>27,400.00 USD</b>

**WHAT SERVICES ARE INCLUDED?**

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<b>DESCRIPTION</b>	<b>TOTAL</b>
Public Safety Project Management Services - Fixed Fee	8,190.00 USD
Public Safety Training Services - Fixed Fee	3,120.00 USD
Public Safety Technical Services - Fixed Fee	8,190.00 USD
Public Safety Consulting Services - Fixed Fee	7,800.00 USD
Public Safety Development Services - Fixed Fee	975.00 USD

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Services include contract start-up fees, project management, technical services, consulting, development, training, and installation.

**Services Total:** 28,275.00 USD

**Quote Total:** 55,675.00 USD

## EXHIBIT E

### Unify Standard Implementation Documentation

*Revised June 24, 2020*

#### OVERVIEW

The CentralSquare CAD-to-CAD Hub (or simply the “Hub”) provides intelligent options for sharing data between disparate CAD systems including call and unit information. Use of the Hub as a CAD-to-CAD solution reduces the use of phones and radio traffic while reducing response times and increasing information accuracy. The following documentation provides scope, processes, and deliverables necessary to implement a successful unify system. This documentation provides the basis for an accompanying Statement of Work for the Unify product package integration to the Hub.

Unify provides the deepest system integration by interfacing bidirectionally to and from the connecting system. This allows users to send and receive incident and unit data to and from the Hub using their existing CAD or other system. The Unify product package also provides user access to the Hub Portal Incident Viewer and Hub Notifications typically associated with the Aware and Notify product packages.

## Exhibit E – Section 1

### Unify Standard Scope

The features listed below are available components within CAD-to-CAD Hub’s core functionality. Each feature requires effort to train personnel, discover needs, configure, test and deploy the system. This document is accompanied by a Statement of Work which govern the supported features, the number of configurations allowed, and the maximum effort that will be expended by CentralSquare personnel to implement these features. Not all capabilities described herein will be deployed with every Unify Hub integration project. Specific components and features of standard functionality to be included in each project are itemized in the Statement of Work. Features and components not listed in the Statement of Work are not included in the project. Additional customizations must be expressly detailed in the Statement of Work.

## 1. Business Rules, Filters, and Data Translations

1.1. Business Rules to Exchange Call and Unit Information – The CAD-to-CAD Hub may be configured to share information automatically using business rules based on pre-defined criteria determined by the Customer. Each business rule identifies call or unit criteria which will act as a trigger to a subsequent information sharing action. Business rules are configurable without the need for customized coding or scripting.

- a) The following are supported criteria for triggering a business rule:
  - i. Call or unit meets the criteria of a defined Filter in the Hub Portal
  - ii. Call or unit stops meeting the criteria of a defined Filter in the Hub Portal
  - iii. Comment added to a call containing pre-configured text string or keyword
  - iv. External resource is requested. The call information will be shared with the CAD system that owns the requested physical resource.
  - v. Resource request is granted, denied, or cancelled
  - vi. Error (network or notification error) is received from an interface
  - vii. Unit is assigned or unassigned from a call
  - viii. Call or unit field updated
  - ix. Non-incident CAD message is received
  
- b) The following are actions that may be taken by a business rule:
  - i. Share a call
  - ii. Request a Resource
  - iii. Grant/Deny/Cancel a resource request
  - iv. Grant/Deny a resource request based on availability
  - v. Send an email or SMS alert to a user or user group
  - vi. Create an on-screen toast notification
  
- c) The following are some sample scenarios that can be implemented using a business rule:



- i. Dispatcher initiated comment of “##WV” triggers a call share with Wellsville Dispatch
- ii. Call share triggers a comment to be added to the shared call containing the originating dispatch center and call number
- iii. Resource request triggers an on-screen toast notification for a user group at the dispatch center owning the requested resource
- i. Network error when attempting a call share generates a toast notification at the corresponding dispatch center

*Business rules require effort to define needs, configure, test, and refine. Even simple business rules may have unintended interactions with the connecting system or policies of the dispatch center. Testing is required to refine rules as necessary. The time associated will increase with the complexity of the business rule. Refer to the agreement to identify the number of Business Rules and the maximum effort to be expended by CentralSquare personnel to implement those rules.*

1.2. Filters – Filters are used to define criteria to be met for information sharing including business rules, restrict viewing for user groups, and other built-in configurations. Determining and configuring filter criteria is the responsibility of the Customer with assistance from CentralSquare.

- a) Filters may be created based on:
  - i. Incoming Common Data Mappings for Supported CAD Incident Fields as defined in this document
  - ii. Incoming Common Data Mappings for Supported Unit Update Fields as defined in this document
  - iii. Time and Date parameters
- b) The following are sample use cases for which filters may be used to restrict viewing or trigger business rules:
  - i. Calls originating from a particular dispatch center
  - ii. Calls mapped to a single or multiple common nature code(s)
  - iii. Calls of a particular discipline such as Law, Fire, or EMS
  - iv. Calls shared with other dispatch centers
  - v. Calls located in a particular geographic area (geofence)
  - vi. Units dispatched to shared calls

*Filters are created through the standard menu-driven functionality of Portal. Complex filtering scenarios may require additional effort involving defining needs, configuring the filter, test, and refinement.*

1.3. Code Mappings/Translations –The CAD-to-CAD Hub includes the ability to translate incident and unit field values such as Call Nature between sharing CAD systems by mapping codes through a common code set. The customer is responsible to define the common code set, input local codes and map them to the common codes, and maintain the entire set of codes using the Hub Portal. Code mapping is supported for the following codes:

- a) Agency

- b) City
- c) Dispatch Center
- d) Nature
- e) Response Area / Zone
- f) Station
- g) Transport Destination
- h) Unit / Resource
- i) Unit Status
- j) Zone

1.4. *This document is limited to standard menu-driven code mapping functionality. Complex mappings that require custom scripts is not included as standard functionality. The following are examples of non-standard customizations which will need to be scoped separately:*

- a) *Using a combination of factors to determine which code to send on a shared incident. For example, sending a Call Nature of "Structure Fire" for Fire calls and "Fire Assistance" for Law calls when a shared Incident has spawned two or more incidents in a separate CAD system.*
- b) *Changing the Call Nature based on which unit is requested.*

1.5. Custom Scripts – If customization is necessary, this will generally be done through the use of custom scripts. Writing of any custom script is not included as part of standard functionality and will be scoped separately.

## 2. Call/Incident Related Data

2.1. Supported CAD Incident Fields - The following CAD Incident fields are supported for sharing by the CAD-to-CAD Hub. CentralSquare will not support fields that are not provided or accepted by the CAD system.

- a) Agency name
- b) Call Type (Fire, EMS, Police)
- c) Call Nature (Accident, Structure Fire, Heart Condition, etc.)
- d) Call Priority (P1, P2, P3, etc.)
- e) Street Address
- f) Apartment
- g) Building
- h) Cross Street
- i) Location name (Central Park, County Library, etc.)
- j) City
- k) State
- l) Latitude/Longitude (Decimal Format)
- m) Radio Channel
- n) Zone (Response area name)
- o) Caller Name
- p) Caller Phone

- q) Caller Address
- r) Comments

*Standard functionality is limited to sharing of text and translated codes. If the CAD system reacts in an undesirable way to updates (such as by spamming the narrative with unnecessary comments) the data field causing the problem should be disabled. Services to provide more complex manipulation of data sharing will need to be scoped separately.*

2.2. Updates and Synchronization of Shared Incident Data – Updates to the following event fields may be configured to share either as a direct update to the call record or as a pre-formatted comment added to the narrative.

- a) Call Nature
- b) Street Address
- c) Cross Street
- d) Apartment
- e) Building
- f) Radio
- g) Comments

*Standard functionality is limited to simple updates of the call data. If the CAD system reacts in an undesirable way to updates (such as by spamming the narrative with unnecessary comments) the data field update causing the problem should be disabled. Services to provide more complex manipulation of data updates will need to be scoped separately.*

2.3. Address Validation – Each CAD system may store address location information differently creating the potential for shared addresses to not validate. It is expected that some addresses may not validate automatically and may require some manual intervention by a dispatcher to correct.

*Standard functionality is limited to the exchange of text-based address fields. Services to provide more complex manipulation of address data such as changing “St” to “Street” in order to improve shared address validation will need to be scoped separately.*

2.4. Comment Sharing – Comments refers to any notes, remarks, or narrative entered in your CAD system that are sent to the CAD-to-CAD Hub and potentially shared with other CAD systems. If implemented in the Adapter and supported by the CAD, sharing of comments can convey critical information and be very useful. However, excessive sharing of non-critical comments runs the risk of overloading dispatchers with unnecessary information. It is highly recommended to limit comment sharing using configuration options in the Hub.

- a) One of the following options may be used to determine how comments will be shared.
  - i. Only share comments that contain a key text string, such as “##SHARE”
  - ii. Removing comments that follow a specific pattern. This feature may be used to remove automatic system messages that are not useful to other dispatch centers.
  - iii. Share all comments (not recommended)
  - iv. Disable comment sharing entirely
- b) The Customer is responsible to configure Hub to limit comment delivery, including determining which text strings will be used to filter comments and adding them to the system.
- c) CAD system may have different sources of incident comments. For example, a CAD may provide a static information from “Basic Notes” completely separate from a “Running Comment Log.” Usually

only comments from the "Running Comment Log" are implemented in the Adapter shared by your CAD. The Customer, working with the Provider are responsible to configure that Adapter to share the appropriate comment data.

- d) Similarly, if there are confidential comments that should not be shared by your system, configurations can be set to block those from being viewed by other CAD systems or in the Hub.

*Due to inconsistencies in how each CAD system generates additional system comments as well as how each CAD processes comments and messages coming from Hub, it is possible that some duplicate or redundant comments may result. While Hub has been designed to reduce unnecessary comments as much as possible, some edge cases may still result in unwanted comments. Customizations needed to remove duplicate or unwanted comments outside of the standard features mentioned here will need to be scoped separately.*

### 3. Unit/Resource Related Data

3.1. Supported Unit Update Fields – The following unit fields are supported for CAD-to-CAD sharing by the Hub system. CentralSquare will not support fields not provided by the CAD system.

- a) Agency
- b) Unit Number
- c) Assigned Call
- d) Status
- e) Time at Status
- f) Latitude/Longitude (Decimal format)
- g) Transport Destination (code)
- h) Station
- i) Location

3.2. Unit Status Sharing - Real-time unit status updates can be shared between connected CAD systems, including AVL data (if available) by mapping physical to external units in Hub. (External means placeholder or virtual units defined in a system that represent a physical unit in another system.)

- a) Available/Unavailable – When a physical unit is assigned to a non-shared incident in the unit's owning CAD, other systems with an external mapping to that unit receive unit status updates that the unit is unavailable. Once the unit clears the scene or is otherwise available for dispatch, an available status will be sent for that unit to other systems.
- b) True Unit Status for Shared Incidents – When a physical unit is on a shared incident, detailed unit updates (whether the unit is dispatched, enroute, arrived, etc.) will be shared with the other systems sharing incident.
- c) Unit Control – Once a resource request for a unit has been granted, either explicitly or implicitly, control of that unit is shared with the requesting system/agency. If implemented in the adapter and supported by the requesting CAD, the status of that unit can be set by the requester. A system-to-system message containing the updated unit status will be sent to the unit's owning system. If implemented in the adapter and supported by the owning CAD, the true status of the unit is updated.

- d) Limiting AVL Updates - Due to the potential for high volumes of unit status and avl updates, CentralSquare reserves the right to restrict the frequency of such updates in order to maximize overall system performance.
- e) CAD System Dependencies Regarding Unit Statuses –The Hub is dependent on the adapter and the CAD system to provide and consume up-to-date information. Unit status syncing can be impacted by momentary network outages, system processing delays, or other temporary issues. It is not uncommon for units to occasionally be out of sync between systems for short intervals, but is quickly corrected by a subsequent successful unit status update. If a unit is requested by a system/agency in error due to out-of-sync unit information, denial of the resource request by the owning CAD system will override the out-of-sync status and notify the requester the unit is unavailable. Otherwise, manual dispatcher intervention may be required either through exchange of incident comments or a phone call.

This document is limited to sharing standard translated unit status updates and AVL data. The following are examples of non-standard customizations which will need to be scoped separately:

- i. *Sending different unit status updates based on the unit type being updated such as 'On Scene' for law units and 'On Scene Staging' for fire units.*
- ii. *Sending fabricated progressive unit status updates in order to satisfy the unit status progression requirements of the target CAD system. For example, sending multiple unit status updates such as 'Dispatched', 'Enroute' and 'On Scene' in order to reflect a single status update of 'On Scene' from the sharing CAD. Handling these out-of-scope requirements should be part of the receiving CAD adapter.*

## 4. System Administration

4.1. System Administration - System Administrators have access to the full setup and configuration of the CAD-to-CAD Hub for all connected CAD systems and participating agencies. Changes made by the administrator can potentially affect another agency inadvertently. For this reason, System Administrators should regularly consult and coordinate together before making configuration changes to the Hub.

- a) It is the responsibility of the Customer to determine which individuals will be assigned as System Administrators.
- b) When an administrator change is made, a log entry is created that describes the change made, the date and time, and the user that made the change.
- c) System Administrators have the ability to create new users and assign permissions.

4.2. User Administration – Users are administered at both the system and agency level. System administrators may create users and assign permissions for all users. Agency User Administrators, which are created by System Administrators, may only do so for the agencies to which they are assigned.

- a) It is the responsibility of the Customer to determine which individuals will be assigned as Agency User Administrators at the agency level.
- b) Some configuration settings may be reset for all users across all agencies. These include:

- i. The amount of time that inactive calls are displayed
  - ii. The amount of time that toast notifications are displayed (if used)
  - iii. Users may change these settings on an individual basis if desired.
- c) User administration tasks such as creating new users and user groups, assigning permissions, resetting passwords, and Portal configuration settings are the responsibility of the Customer.
  - d) User groups may be configured using Filters so that only certain calls and units are visible. Incident comments may also be configured so that the incident is visible, but comments are not.

4.3. GIS Sources – The Hub Portal supports the display of active calls and units on a GIS map view for situational awareness. The Portal provides GIS layer import tools for the Customer to import their own map files including but not limited to ESRI and other standard shapefiles and image files. The Customer is responsible for providing, loading, and updating the GIS map data for a single, consolidated view for all agencies connected to the Hub.

*Beyond basic training and initial assistance in configuring GIS information in Hub, all other GIS related effort is the responsibility of the customer.*

4.4. System Connections – Each system Adapter connects to the CAD-to-CAD Hub over a secured connection provided and maintained by the Customer. For bidirectional interfaces an HTTP connection (<http://URL:port>) is required at each endpoint (Hub side of the network and the Adapter side). All firewall configuration and configuring of ports is the responsibility of the Customer.

## 5. Data Retention and Backup

5.1. CAD for Data Retention – The CAD-to-CAD Hub provides call and unit information to each respective CAD system as the authoritative method for permanent data retention. The Hub is not designed as a data warehouse for long-term storage and retrieval. A separate interface may be used to send call and unit updates to a customer-provided database for long-term storage.

5.2. Data Purging – Hub Portal administration provides a setting to purge data older than a certain number of days. This feature may be set to retain data indefinitely, but this is not recommended. Data purging occurs automatically without adversely affecting the system in production.

5.3. System Backups For On-Premise Server Clusters – System backups may be conducted manually in two ways using the Application Manager tool accessible from each app server.

- a) Backup procedures are provided for both rollback and full system restore scenarios. In the event of a system upgrade and subsequent rollback, a manual backup is conducted first. This backup may be easily restored by with a simple process of selecting the backup file and restoring it using the application manager tool.
- b) To prepare for a full system restore, CentralSquare will provide files and documentation to install the system on new or existing servers. A manual configuration export should also be conducted periodically to capture the most recent configuration updates. This configuration export is easily imported using the application manager tool. CAD interfaces will need to reconnect with new

credentials from the newly restored system. In the case that the customer opts to conduct full database backups, a full database restore may take the place of configuration exports and imports.

## 6. Hub Portal Features

6.1. Overview - The Hub Portal is a thick client installed on a Windows-based workstation. The Portal is used to display call and unit related data as well as administrative tools for system configuration. The Portal can be used to supplement Unify bidirectional functionality such as by displaying shared incidents on a wall display or in a minimized view at a dispatcher workstation.

6.2. Call and Unit Display -The Hub Portal displays call and unit information in the dispatch view in real-time. This includes separate list and map views of current calls and units as well as a call details view. The information contained here may be limited based on filters applied to each user group. The Portal includes the following tools for viewing call and unit-related information.

- a) Calls List – Displays currently open calls in a list view
- b) Call Details – Displays detailed information about a call including comments, connected calls, and assigned resources
- c) Units List – Complete list of units and current status
- d) Map View – Calls and units are shown on a map. Geofences and markers may also be created and shared with other user groups

6.3. Toast Notifications – Pop-up notifications that display in the lower-right corner of your screen and display call and unit information based on pre-configured business rules. These notifications may be used to bring attention to bidirectional call-sharing actions, or to bring bidirectional functionality to centers that may have a publish-only or no interface whatsoever.

6.4. User Preferences – Allow the user to adjust color schemes, when stagnant calls disappear from view, configure toast notifications, and enable/disable connection status monitoring.

6.5. Admin Alerts – Historical display of email and text message alerts that have been sent to your user.

6.6. Diagnostics and Log Views – Tools for troubleshooting and identifying information shared with each interface.

6.7. Connection Monitoring – The connection between each CAD system and the CAD-to-CAD Hub is continually monitored by the CAD adapter through heartbeat transactions to detect network failures. The Hub also monitors system network connections through heartbeat transactions and network errors. Users are notified of detected disconnects in the following ways:

- a) If Hub detects a potential disconnect such as lack of a heartbeat or a network error with any CAD system, a warning will display through the Connection Status Monitor in Portal. A subsequent reconnect will remove this warning.
- b) If a CAD system has not transacted any updates to Hub for a configurable amount of time, a warning will display through the Connection Status Monitor in Portal. This may indicate that although the Adapter continues to share heartbeats with Hub, it has lost the connection with its CAD system. A subsequent transaction will remove this warning.

- c) If the CAD detects a potential disconnect to Hub, it is responsible to notify its users through the CAD user interface.

6.8. Settings – System and user administrators access and adjust system settings including connections, business rules, filters, and user administration using the Portal.

## 7. Information Sharing Redundancy

7.1. CAD-to-CAD sharing errors may result from various sources including the following:

- a) User error
- b) CAD system error
- c) Network Error
- d) Hub error
- e) Administrator error
- f) Unforeseen circumstances

7.2. If there is an error in the CAD-to-CAD process, dispatchers must be aware of the problem immediately so that other means may be used to communicate such as phones or radios. The following are suggested methods to provide redundancy and checks to ensure awareness of CAD-to-CAD sharing.

- a) Confirmation phone calls
- b) Unit status timers in the CAD system
- c) Hub email or text message alerts
- d) Portal notifications
- e) Hub light towers



## Exhibit E – Section 2

### Unify - Professional Service Deliverables

CentralSquare commits to providing the following services according to the constraints and exceptions identified in the accompanying agreement.

#### 1. Project Management Services

CentralSquare will provide a project manager that will conduct regular project meetings for the purposes of updates and coordination. These meetings may have various purposes and include different Customer personnel, third-party system providers, and CentralSquare personnel during the course of the project.

#### 2. Engineering Support

CentralSquare will provide engineering expertise as product experts for the purpose of supporting technical staff of Customer's and external system providers.

#### 3. CAD-to-CAD Hub Initial Installation and Configuration

CentralSquare will provide support for the initial system configuration. This will include the following:

3.1. Installing the database and application server software for on-premise implementations or on AWS GovCloud for cloud-hosted solutions.

3.2. Once network connections have been established between the servers by the customer, CentralSquare will establish system connections between each server.

3.3. Establish each environment such as Test, Training, and Production as set forth in the accompanying agreement.

3.4. Configure the connection parameters for each 3rd party system connection. Note it is the Customer's responsibility to ensure network connectivity between servers are established.

3.5. Load initial data mapping sets for the following codes. Note that mapping and translation of these codes is the responsibility of the customer.

- a) Dispatch Centers
- b) Agency
- c) Nature / Response Type
- d) Unit / Resource
- e) Unit Status
- f) Unit Type

*If the project involves joining a new dispatch center to an existing hub, or upgrading a publish-only interface to a bidirectional interface, some or all of these steps may have been already completed. The associated agreement will outline exceptions or additions to these steps.*

#### 4. Training

CentralSquare follows a "Train-the-Trainer" approach to training. This method allows in-depth training to key individuals at each agency who will then provide training to the remainder of the users. CentralSquare Technical Support personnel will be available as a resource to Customer trainers through established Technical Support procedures as defined in the Agreement.

4.1. CAD-to-CAD Hub Administrator Training - CentralSquare will provide Portal administrator training on how to monitor system health, manage groups and users, and make basic configuration changes. This training will be conducted remotely through a webinar.

4.2. Unify User Training – CentralSquare will work with Customer trainers to advise them on incorporating CAD-to-CAD concepts into the Customer’s training courses for dispatchers and call takers. However, since the methods for interacting with CAD incident and resource sharing are dependent upon the Customer CAD configuration, training for the Unify users is the responsibility of the Customer. It is expected that Subject Matter Experts (SME’s) will be sufficiently familiar with their operational procedures and Customer CAD configuration to conduct this training for their respective agency.

4.3. Hub Portal Training Videos – CentralSquare will provide the customer with access to training videos on essential Portal features.

4.4. Training Documentation – Agency specific documentation of local sharing use cases and rules is the responsibility of the Customer.

## 5. Project Documentation

This SOW provides a foundation for the CAD-to-CAD Hub information and sharing project documentation. Specific configurations will be determined during the discovery phase and may be recorded in the documentation listed below. It is agreed that all shared documentation can be exchanged in an electronic form, such as .PDF, .DOCX, .XLSX, etc.

5.1. List of CAD Codes - The Customer will provide a list of CAD codes and descriptions that will be mapped to those of other CAD systems through the Hub. Common codes include incident status, nature, unit status, units, agencies, cities, and jurisdictions.

5.2. Code Mapping Document – Under the guidance of CentralSquare, Customer will provide a list of mappings of the CAD Codes provided above to a common code set provided by CentralSquare. The common code set in the Hub facilitates mapping and translation to other agencies’ codes, which is the responsibility of the Customer.

5.3. Test Scenarios – CentralSquare will provide a standardized list of tests for acceptance. Other tests can be suggested by the customer providing that they are within the scope of the accompanying agreement. These test scenarios form the basis of training documentation.

5.4. Configuration Documentation - Documentation may be added directly into the configuration screens of the Hub and is easily exported as text. This will serve as the primary form of technical documentation.

5.5. Product Manuals – User and System Administration Guides will be provided electronically.

## **Exhibit E – Section 3**

### **Unify - Implementation**

The CAD-to-CAD Hub implementation includes tasks to be completed by multiple stakeholders including CentralSquare, Customer personnel, and a 3rd party system Provider. The tasks below are an overview and will be refined in a detailed project plan with the Customer upon project kick-off. The payments for execution of the associated agreement, as well as Software License Certificate delivery and completion of other project milestones are detailed in the associated Payment Schedule.

#### **1. Phase 1: Project Initiation**

1.1. Milestone P1: Project Kickoff: A video conference-call meeting is held during which the project overview and deliverables are presented, and the project schedule is finalized. The project Kickoff will commence once necessary agreements between other parties have been completed and necessary work has been scheduled as described in the associated agreement.

#### **2. Phase 2: System Setup**

2.1. Phase 2a: CAD Provider Adapter Implementation and Configuration – This Phase includes the installation and configuration of the CAD Provider adapter by the Provider or by CentralSquare as defined in the associated agreement.

2.2. Phase 2b: Software Installation – Basic server configuration is added for each interface on the CentralSquare server hosted at the host location. Sample data may be used to demonstrate the ability to view data using the Hub Portal client. This phase may be executed simultaneously with other Phase 2 tasks.

2.3. Milestone P2: Software Installation: Software Installation Complete marks the completion of the of the system setup phase. Messages are successfully being exchanged in a bidirectional fashion between Provider CAD system and the Hub. The Portal client software is delivered to the customer and connection to server is demonstrated.

#### **3. Phase 3: Discovery and Configuration**

3.1. This involves gathering of business requirements, CAD codes, system configuration including code mappings on the CAD-to-CAD Hub. The Customer's Project Manager and Subject Matter Experts play a critical role during this phase. The results of this phase will be compiled into configuration documents.

3.2. Milestone P3: This phase is complete upon completion of the customer questionnaire documentation and a joint review between the Customer and CentralSquare.

#### **4. Phase 4: Provider End-to-End Testing**

4.1. This phase may begin upon completion of all Phase 2 System Setup events and includes an isolated test of the CAD Provider adapter using CentralSquare's CAD simulator. This will be followed by end-to-end testing between the Provider CAD and other CAD systems. If a dependent CAD system is not ready for end-to-end testing, this phase may be proceed using a CAD simulator provided by CentralSquare.

4.2. Milestone P4: Provider End-to-End Testing: Meeting all of the Adapter and CAD Provider testing requirements marks the completion of this phase.

## 5. Phase 5: Customer End-to-End Testing/Acceptance Testing

5.1. This phase begins upon completion of the Provider End-to-End Testing phase. This phase is completed with Customer approval of all successful standard tests.

5.2. It is during this phase that the Customer gains close familiarity with the CAD-to-CAD Hub and related functionalities. Expanded Standard Operating Procedures (SOP'S) are more fully defined and tested by the Customer during this time. This is a Customer driven phase with assistance from CentralSquare. Changes required for customer SOPs are out of scope unless explicitly agreed.

5.3. Milestone P5: Acceptance: Acceptance Testing Complete marks the completion of this phase. Acceptance testing of usable system is completed prior to deployment.

## 6. Phase 6: Final Training-Deploy to Production

6.1. Upon completion of Acceptance Testing, preparations for deployment may begin. A migration plan will be defined and executed. The Customer will train its own dispatchers from expanded SOPs defined during Phase 4. After the Customer-led training is complete, the system is deployed. The CAD-to-CAD Hub has the ability to deploy functionality on a case-by-case basis. Your migration plan may, for example, first deploy bidirectional unit status updates followed later by automated call sharing.

6.2. Milestone P6: Go-Live: Successful migration of any portion of the bidirectional system to production.

## 7. Phase 7: Reliability Period

7.1. Once any portion of the system is deployed in a bidirectional state, a Reliability burn-in period begins, the duration of which is specified in the associated agreement. If critical P1 or P2 defects are discovered in the CAD-to-CAD system, the Reliability period is paused. Once CentralSquare notifies the customer of a resolution, the Reliability period proceeds from the point it left off. After the successful completion of the Reliability period, ongoing support will be provided by CentralSquare Technical Services.

7.2. Milestone P7: Reliability Period Complete: Completion of the burn-in period and transitioning project to CentralSquare Technical Services for support, officially ends the project and this SOW.

## **Exhibit E – Section 4**

### **Unify – System Testing**

Hub Unify is the full bidirectional implementation of the CAD-to-CAD Hub. System testing will be conducted throughout the project in three distinct phases and a warranty period. These are described below:

#### **1. Isolated CAD Adapter Testing**

This testing will be conducted simultaneously with other implementation tasks and will largely involve CentralSquare engineers and the Provider implementing its Adapter. This testing will use a CAD-to-CAD Hub Test Environment, and test instances of the CAD system and Adapter. CentralSquare will use a CAD Simulator to test all aspects of the connection between the Hub and the Provider's Adapter and CAD system. Testing support from the Provider and assistance from the Customer are required. A login to Test CAD systems with its Adapter connected to the Hub is required by CentralSquare to complete this testing.

#### **2. Provider End-to-End Testing**

This testing will be conducted once the Isolated CAD Adapter Testing is complete for each CAD system that is required to meet the standard incident and resource sharing requirements. It will involve CentralSquare engineers and the CAD providers. The Customer will be involved minimally where necessary. A login to Test CAD systems with each CAD Adapter connected to the CAD-to-CAD Hub is required by CentralSquare to complete this testing. The testing period will be paused for resolution of P1 & P2 defects as defined in the associated agreement. Defects found in the Adapter for each CAD system may also pause the testing period. CentralSquare and Customer will expedite where possible the resolution of any Provider defects.

#### **3. Customer End-to-End Acceptance Testing**

Once the Provider End-to-End Testing is complete and the Test system, including all Adapters are operational, and CentralSquare has recommended the system as being ready for release to the Customer, acceptance testing will be conducted by participating customer agencies under CentralSquare supervision. These tests will follow standard test scenarios provided by CentralSquare unless explicitly agreed otherwise. Once the requirements have been demonstrated without any P1 or P2 defects, Customer will agree to accept the system, or if there are no outstanding P1 or P2 defects, CentralSquare may declare the system complete within 15 calendar days of the demonstration.

#### **4. Move System to Production – Start Reliability Period**

This phase begins at the conclusion of the Customer End-to-End Acceptance Testing. CentralSquare and the Provider will prepare a migration plan to move all components of the system into production. Customer must approve that plan before migration begins, which approval will not be unreasonably delayed. Customer will provide timely assistance in implementing of the plan, including IT support and training of Customer personnel on the Portal, new CAD interactions, and modifications to standard operating procedures.

**Exhibit E – Section 5**  
**Unify – Customer Deliverables**

In order to expedite the project implementation timeline and maximize the benefit of the product, the Customer agrees to the following. This document will be accompanied by an agreement which will govern the supported features and any additions or exceptions to this document.

**1. Project Manager (PM)**

Customer will ensure that a representative is designated as its Project Manager. The Customer's PM's primary responsibilities will be to ensure that individuals and tasks identified in this document are carried out in order to complete the implementation in a timely fashion. The Project Manager should become the interim CAD-to-CAD Hub Administrator following completion of the project.

**2. External System Adapters**

The Customer and participating agencies are expected to contract directly with their CAD system provider for all licensing, professional services and ongoing maintenance related to the respective Adapter to their CAD system. The licensing and implementation costs of this Adapter are not included in the associated agreement and are to be borne separately by the Customer. It is the responsibility of the Customer to finalize all contract arrangements with the external system providers before CentralSquare begins work on the associated agreement.

**3. Regional Governance**

Customer will designate an administrative sponsor (and/or agency representatives) to address policy decisions with partners related to this project as well as to support ongoing sustainability of the delivered system. Governance representatives from each agency form the region's governance body. This governance body must be identified early in the project in order to mitigate the risk of project delays due to policy decisions that may need to be addressed.

**4. Testing Coordination**

It is difficult to predict the time needed to accomplish sufficient testing because of a number of unknown factors (for example: readiness of technology partners, well defined customer goals, consistent participation of testers). Since Customer has a uniquely positioned relationship with all participating technology providers, it is the Customer Project Manager's responsibility to coordinate all testing sessions for this project. CentralSquare will provide guidance and direction for the needed testing sessions during the appropriate phases of the project.

## 5. Subject Matter Experts (SME)

Customer will ensure that personnel are assigned to serve as the Subject Matter Experts (SME) for all agencies that will provide input and feedback throughout this project. Ideally, this will be a CAD Administrator and one or more Dispatchers with a detailed understanding of the daily operations of the dispatch center. Members of this group should remain consistent throughout the project. The SMEs will be required to attend scheduled meetings and work sessions with CentralSquare and the PM. Responsibilities include but are not limited to:

- 5.1. Documenting common incident-sharing scenarios and business processes
- 5.2. Providing lists of units, codes, and descriptions
- 5.3. Mapping units and codes to the common code set in the CAD-to-CAD Hub
- 5.4. Assistance in the development of the collaborative documentation
- 5.5. Assistance during testing and troubleshooting

## 6. Network Connections

Customer is responsible for establishing a secure connection between the CAD-to-CAD Hub and the connected CAD systems including:

- 6.1. Establishing a high speed (10Mbps) network connection
- 6.2. Establishing network security
- 6.3. Configuring firewalls and ports
- 6.4. Enabling authorized CentralSquare representatives to remotely access all project related systems including test CAD consoles

## 7. Memorandum of Understanding

Customer is responsible for obtaining any agreements necessary for the sharing of CAD data from, and with, all participating CAD systems as required by each agency's policy.

## 8. Agency Specific Training

CentralSquare will provide training related to the Hub Portal console and administrator user training. All training related directly to dispatch operations will be conducted by the Customer.

## 9. Test Environment

Customer is responsible to provide a test CAD environment including the installation of CAD interface and API that adequately mirrors Customer's production CAD environment, with associated test data that is capable of interfacing with CAD-to-CAD Hub. The test environment will connect to the same Hub server as the production environment, located at the Customer host facility.

Failure to provide a complete test environment, as described herein, will introduce overhead, will require additional testing and implementation effort outside the scope of this SOW, and will be priced accordingly and managed through the Change Order process.

## 10. Remotely Accessible Test CAD Console

Customer is responsible for providing CentralSquare personnel with remote access to a CAD console, and sufficient training, that can be used for testing with the Hub for each CAD system. The console will be accessible to CentralSquare personnel during normal business hours and with login credentials that are capable of adding and modifying incidents in order to conduct end-to-end system testing. The test CAD console should be configured to match the production system.

10.1. The test CAD console allows CentralSquare personnel to rapidly implement and test functionality as needed while limiting the involvement of agency personnel until acceptance testing. Lack of a remotely accessible test CAD console will require a dedicated Customer tester to be available on short notice to conduct testing session. Failure to meet this requirement will result in additional incurred costs to be billed at the hourly rate stated in the associated agreement.

## 11. Remote Access For Testing and Maintenance

Customer will provide CentralSquare engineers and support technicians with remote access through Bomgar or Remote Desktop Protocol (RDP) via VPN. The connection speed provided by the Customer will be 1.54Mbps (T1) or better. Remote access will be available to CentralSquare throughout the project and for support incidents.

11.1. Delays incurred due to lack of acceptable remote access will delay the completion of the project.

11.2. Failure to provide acceptable remote access to the test CAD Console will require a suspension of the project and a reengagement fee once access is obtained.

## 12. Timelines and Shared Responsibilities

The CAD-to-CAD Hub Unify project plan distributes responsibilities between multiple parties. Following the plan will deliver a highly functional solution. The agreed upon fees in the associated Pricing Schedule is dependent upon close and timely coordination and cooperation of all parties. Delays in Customer and/or third parties assigned duties not only impact this Project but other CentralSquare projects also. Delays caused by the Customer and/or third parties not fulfilling their responsibilities in a timely manner are extremely disruptive. In the event the Customer or Provider has not fulfilled their responsibilities as outlined in the Customer Deliverables, CentralSquare may exercise its right to suspend this project in accordance with the "Customer Obligations" terms set forth in the Professional Services Agreement.

The CentralSquare project manager will track the time expended of CentralSquare resources on implementing this agreement. Time in excess of this budget will be reviewed by CentralSquare and Customer. Customer agrees to pay additional professional services fees as provided for in the agreement for overages determined to be the result of additional effort outside the scope of this agreement.



### 13. COTS System

The CAD-to-CAD Hub is a configurable Commercial-Off-The-Shelf (COTS) product. The Customer has evaluated the functionality and capabilities of the Hub system. Configuration changes and effort spent analyzing defects in the operation of the Hub environment will be performed as tasks under this SOW. Any customizations or enhancements to existing functionality may be requested through a change order process.

## Exhibit E – Section 6

### Unify – External System Dependencies

The ability of Hub Unify to perform its functional requirements depends on the external systems' ability to do the following:

#### 1. Bidirectional Adapters

Unify relies on bidirectional Adapters to external CAD systems which should support the following capabilities:

- 1.1. Continuously provide and receive updated CAD incident and unit status data to and from the CAD-to-CAD Hub
  - a) Share/receive new incidents
  - b) Update data fields on current incidents
  - c) Update dispatcher comments
  - d) Assign units/resources to current Incidents
  - e) Provide unit status updates including AVL data
  - f) Present information to the CAD operator in an appropriate way
  
- 1.2. Continuously provide and receive updated unit information to and from the Hub
  - a) Unit assignment to incidents
  - b) Unit status updates
  - c) Send and receive unit requests
  
- 1.3. Connection notices - Provide connection and failure notices to the dispatcher when a prolonged disconnect or outage is detected.
  
- 1.4. Synchronize (refresh) active CAD data upon connecting including current CAD incident data and unit status data.

#### 2. Other Considerations:

Functionality - Data, functionality, and operational incongruences between the connected CAD systems may limit the level of interoperability achievable. Although the CAD-to-CAD Hub may support certain capabilities, CentralSquare cannot provide functionality that the external system does not support. In cases where there is a gap between needs and what the CAD system is able to provide, converting data to comments or other methods may be used but certain limitations will naturally be beyond the CAD-to-CAD Hub's ability to work around.

#### 3. External system Adapter requirements

3.1. The dependencies listed in this section are an overview and are for general awareness. The CAD-to-CAD Hub SDK provides a more complete set of detailed requirements for the external system's Adapter. The Customer should require the provider to comply with all requirements of the SDK.

AFFIDAVIT OF NON COLLUSION

STATE OF Florida  
COUNTY OF Seminole

I, DANILO GARGIULO holding the title and position of SVP Business Transformations at the firm Central Square Technology affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

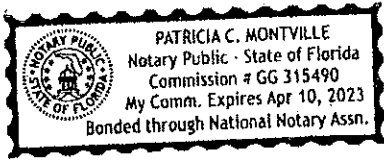
[Signature], SVP      [Signature], SVP  
AFFIANT

Subscribed and sworn to before me this 10 day of December 2020

[Signature]  
(Notary Public),

Seminole County.

My commission expires April 10 2023



DEC 11 12 20 PM '20

RECEIVED ONEB000

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

# Resolution

Number 20-1806

Adopted Date December 15, 2020

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 12/8/20 and 12/10/20 as attached hereto and made a part hereof.

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

# Resolution

Number 20-1807

Adopted Date December 15, 2020

ENTER INTO STREET AND APPURTENANCES SECURITY AGREEMENT WITH J A DEVELOPMENT, LLC FOR THE INSTALLATION OF THE WESTBOUND RIGHT TURN LANE ON FRANKLIN-TRENTON ROAD FOR THE PROPOSED WATERBURY VILLAGE SUBDIVISION, SECTION TWO CONNECTION TO FRANKLIN-TRENTON ROAD SITUATED IN FRANKLIN TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following Street and Appurtenances Security Agreement:

## SECURITY AGREEMENT

Bond Number	:	20-027 (P)
Development	:	Waterbury Village Subdivision, Section Two
Developer	:	J A Development, LLC
Township	:	Franklin
Amount	:	\$42,396.34
Surety Company	:	Atlantic Specialty Insurance Company (800036060)

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer  
Surety Company  
Engineer (file)  
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**STREETS AND APPURTENANCES**

Security Agreement No.

20-027(P)

This Agreement made and concluded at Lebanon, Ohio, by and between J A Development, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Atlantic Specialty Insurance Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements for the Franklin-Trenton Rd Frontage Improvements associated w/Waterbury Village Subdivision, Section/Phase 2 (Two) (3) (hereinafter the "Subdivision") situated in Franklin (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$32,612.57, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$32,612.57; and,

**WHEREAS**, the County Commissioners require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of twenty percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$42,396.34 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within two years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$8,479.00 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same



to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Engineer:

Warren County Engineer  
105 Markey Road  
Lebanon, OH 45036  
Ph. (513) 695-3336

C. To the Developer:

JA Development, LLC  
\_\_\_\_\_  
7594 Tylers Place Blvd  
\_\_\_\_\_  
West Chester OH 45069  
\_\_\_\_\_  
Ph. ( 513 ) 464 - 1189

D. To the Surety:

Atlantic Specialty Insurance Company

605 Highway 168 North Suite 800

Plymouth MN 55441

Ph. ( 877 ) 248 - 3455

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

**Certified check or cashier's check** (attached) (**CHECK #** \_\_\_\_\_)

**Original Letter of Credit** (attached) (**LETTER OF CREDIT #** \_\_\_\_\_)

**Original Escrow Letter** (attached)

**Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

**Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

**DEVELOPER:** JA Development, LLC

**SURETY:** Atlantic Specialty Insurance Company

Pursuant to a resolution authorizing the undersigned to execute this agreement.

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Arman W. Criss

PRINTED NAME: Karen Bachy

TITLE: Member

TITLE: Attorney-in-Fact

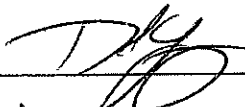
DATE: 12-9-2020

DATE: December 8, 2020

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 20-1807, dated 12/15/20.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: David Young

TITLE: President

DATE: 12/15/20

RECOMMENDED BY:

By:   
COUNTY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township



# Power of Attorney

Surety Bond No: 800036060

Principal: JA Development, LLC

Obligee: Warren County Board of County Commissioners

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Karen Bachy, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: sixty million dollars (\$60,000,000) and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.



By

Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA  
HENNEPIN COUNTY

On this fifth day of March, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 8th day of December, 2020.



Christopher V. Jerry, Secretary

Effective Date: June 30, 1999  
Expiration Date: April 1, 2021

**State of Ohio**  
**Department of Insurance**  
*Certificate of Authority*

This is to Certify, that

**ATLANTIC SPECIALTY INSURANCE COMPANY**

NAIC No. 27154

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

**Section 3929.01 (A)**

Aircraft	Multiple Peril - Commercial
Allied Lines	Multiple Peril - Farmowners
Boiler & Machinery	Multiple Peril - Homeowners
Burglary & Theft	Noncancellable A & H
Collectively Renewable A & H	Nonrenew-States Reasons (A&H)
Commercial Auto - Liability	Ocean Marine
Commercial Auto - No Fault	Other
Commercial Auto - Physical Damage	Other Accident only
Credit	Other Liability
Credit Accident & Health	Private Passenger Auto - Liability
Fidelity	Private Passenger Auto - No Fault
Fire	Private Passenger Auto - Physical Damage
Glass	Surety
Group Accident & Health	Workers Compensation
Guaranteed Renewable A & H	
Inland Marine	
Medical Malpractice	

This Certificate of Authority is subject to the laws of the State of Ohio



**Mike DeWine, Governor**

A handwritten signature in cursive script, reading "Jillian Froment".

**Jillian Froment, Director**

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

# Resolution

Number 20-1808

Adopted Date December 15, 2020

APPROVE AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO HUMAN SERVICES FUND #2203

WHEREAS, the Department of Human Services has requested that the sixth disbursement of their mandated share for SFY 2021 be transferred into the Human Services Public Assistance Fund #2203; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #1101 into Human Services Fund #2203:

\$15,933.00	from	#11011112-5742	(Commissioners Grants - Public Assistance)
	into	#2203-49000	(Human Services - Public Assistance)

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Operational Transfer file  
Human Services (file)  
OMB

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

# Resolution

Number 20-1809

Adopted Date December 15, 2020

ACCEPT AMENDED CERTIFICATE FOR FUNDS 2273, 2274, 2278, 2279, 2280, 2281, 2284, 2286, 2296 and 2298

WHEREAS, the anticipated revenue for Fund 2273 Children Services fund has decreased by \$621,769.91; and

WHEREAS, the anticipated revenue for Fund 2274 County Court Computer fund has decreased by \$3,874.52; and

WHEREAS, the anticipated revenue for Fund 2278 Juvenile Clk Computer fund has decreased by \$3,398.84; and

WHEREAS, the anticipated revenue for Fund 2279 Juvenile Computer fund decreased by \$1,220.74; and

WHEREAS, the anticipated revenue for Fund 2280 Common Pleas Computer fund has decreased by \$2,324.00; and

WHEREAS, the anticipated revenue for Fund 2281 Domestic Relation Computer fund has decreased by \$543.00; and

WHEREAS, the anticipated revenue for Fund 2284 Cognitive Intervention Program fund has decreased by \$56,980.37; and

WHEREAS, the anticipated revenue for Fund 2286 Sheriff-Drug Law Enforcement fund has decreased by \$1,150.00; and

WHEREAS, the anticipated revenue for Fund 2296 Comp Rehab Dwnpmt Assistance fund has decreased by \$6,300.41; and

WHEREAS, the anticipated revenue for Fund 2298 Rehab Inc fund has decreased by \$10,000.00; and

NOW THEREFORE BE IT RESOLVED, to accept the Amended Certificate for Funds 2273, 2274, 2278, 2279, 2280, 2281, 2284, 2286, 2296, and 2298.




RESOLUTION #20-1809  
DECEMBER 15, 2020  
PAGE 2

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor  (B. Quillen)  
Amended Cert. file  
Children Services (file)  
County Court (file)  
Juvenile (file)  
Common Pleas (file)  
Domestic Relations (file)  
Sheriff (file)  
Grants (file)

# AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code , Sec 5705.36


Office of Budget Commission, County of Warren, Lebanon, Ohio, December 3, 2020

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2020, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Special Revenue	Jan. 1st, 2020	Taxes	Other Sources	Total
Children's Services Fund 2273	\$7,761,765.08	\$0.00	\$8,839,030.09	\$16,600,795.17 ✓
County Court Computer Fund 2274	\$55,582.53		\$12,125.48	\$67,708.01 ✓
Juvenile Clk Computer 2151.541 2278	\$66,493.70		\$74,400.16	\$140,893.86 ✓
Juvenile Computer 2151.541 Fund 2279	\$34,995.03		\$3,779.26	\$38,774.29 ✓
Common Pleas Computer 2303.201 Fund 2280	\$33,090.74		\$17,676.00	\$50,766.74 ✓
Domestic Rel Computer 2301.031 Fund 2281	\$12,448.07		\$2,457.00	\$14,905.07 ✓
Cognitive Intervention Program Fund 2284	\$371,297.13		\$67,119.63	\$438,416.76 ✓
Sheriff-Drug Law Enforcement Fund 2286	\$15,576.58		\$1,850.00	\$17,426.58 ✓
Comp Rehab Dwnpmt Assistance Fund 2296	\$43,445.14		\$3,699.59	\$47,144.73 ✓
Rehab Inc Fund 2298	\$79,776.74		\$0.00	\$79,776.74 ✓
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>TOTAL</b>	<b>\$8,474,470.74</b>	<b>\$0.00</b>	<b>\$9,022,137.21</b>	<b>\$17,496,607.95</b>

- Amend 20 33
- 2273 (621,769.91) ✓
- 2274 (3,874.52) ✓
- 2278 (3,398.84) ✓
- 2279 (1,220.74) ✓
- 2280 (2,324.00) ✓
- 2281 (543.00) ✓
- 2284(56,980.37) ✓
- 2286 (1,150.00) ✓
- 2296 (6,300.41)
- 2298 (10,000.00) ✓

  
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Budget  
Commission

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

# Resolution

Number 20-1810

Adopted Date December 15, 2020

ACCEPT AMENDED CERTIFICATE FOR FUNDS 2245, 2251, 2264, 2265, 2275, 2288, 2299, 3327, 5590, 6630, 6631, and 6632

WHEREAS, the anticipated revenue for Fund 2245 Crime Victim Grant fund has decreased by \$14,846.89; and

WHEREAS, the anticipated revenue for Fund 2251 COAP Grant-Opiod Abuse Program fund has decreased by \$219,122.98; and

WHEREAS, the anticipated revenue for Fund 2264 Emergency Management Agency fund has decreased by \$72,803.40; and

WHEREAS, the anticipated revenue for Fund 2265 Community Development fund has decreased by \$452,517.55; and

WHEREAS, the anticipated revenue for Fund 2275 County Court Clerk Computer fund has decreased by \$19,700.67; and

WHEREAS, the anticipated revenue for Fund 2288 Comm Based Corrections Donation fund has decreased by \$100.00; and

WHEREAS, the anticipated revenue for Fund 2299 County Transit fund has decreased by \$380,587.17 and

WHEREAS, the anticipated revenue for Fund 3327 Bond Retirement fund has decreased by \$593,310.13; and

WHEREAS, the anticipated revenue for Fund 5590 Storm Water Tier 1 fund has decreased by \$13,002.99; and

WHEREAS, the anticipated revenue for Fund 6630 Sheriff's Policing Revolv fund has decreased by \$13,113.41; and

WHEREAS, the anticipated revenue for Fund 6631 Communications Rotary fund has decreased by \$12,458.23; and

WHEREAS, the anticipated revenue for Fund 6632 Health Insurance fund has decreased by \$1,283,842.77;

NOW THEREFORE BE IT RESOLVED, to accept the Amended Certificate for Funds 2245, 2251, 2264, 2265, 2275, 2288, 2299, 3327, 5590, 6630, 6631 and 6632.

RESOLUTION 20-1810  
DECEMBER 15, 2020  
PAGE 2

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor  (file) - (B. Quillen)  
Amended Cert. file  
Prosecutor (file)  
Grants (file)  
Emergency Services (file)  
Clerk of Courts (file)  
Common Pleas (file)  
Transit (file)  
Engineer (file)  
Sheriff (file)  
Telecom (file)  
OMB (file)

# AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code , Sec 5705.36

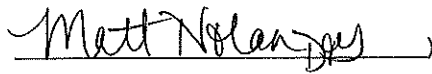
Office of Budget Commission, County of Warren, Lebanon, Ohio, December 10, 2020

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2020, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Special Revenue	Jan. 1st, 2020	Taxes	Other Sources	Total
Crime Victim Grant Fund 2245	\$9,208.17		\$98,606.57	\$107,814.74
COAP Grant - Opiod Abuse Program Fund 2251	\$176,535.98		\$93,520.02	\$270,056.00
Emergency Management Agency Fund 2264	\$126,355.96		\$270,740.60	\$397,096.56
Community Development Fund 2265	\$222,258.27		\$1,120,409.98	\$1,342,668.25
County Crt Clk Comp 1907.261B Fund 2275	\$27,337.92		\$30,299.33	\$57,637.25
Comm Based Corrections Donations Fund 2288	\$587.47		\$10,000.00	\$10,587.47
County Transit Fund 2299	\$1,287,750.57		\$807,912.83	\$2,095,663.40
<b>FUND TYPE - Debt Funds</b>				
Bond Retirement Special Assmt Fund 3327	\$209,615.33		\$306,689.87	\$516,305.20
<b>FUND TYPE - Enterprise Funds</b>				
Storm Water Tier 1 Fund 5590	\$89,295.41		\$316,997.01	\$406,292.42
Sheriff's Policing Revolv Fund 6630	\$346,887.96		\$4,908,874.59	\$5,255,762.55
Communications Rotary Fund 6631	\$261,707.37		\$63,728.77	\$325,436.14
<b>FUND TYPE - Internal Service Funds</b>				
Health Insurance Fund 6632	\$4,580,738.40		\$9,812,550.23	\$14,393,288.63
<b>TOTAL</b>	<b>\$7,338,278.81</b>	<b>\$0.00</b>	<b>\$17,840,329.80</b>	<b>\$25,178,608.61</b>

- Amend 20 34
- 2245 (14,846.89)
- 2251 (219,122.98)
- 2264 (72,803.40)
- 2265 (452,517.55)
- 2275 (19,700.67)
- 2288 (100.00)
- 2299 (380,587.17)
- 3327 (593,310.13)
- 5590 (13,002.99)
- 6630 (13,113.41)
- 6631 (12,458.23)
- 6632 (1,283,842.77)

  
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Budget  
Commission

Total Amendment (3,075,406.19)

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

# Resolution

Number 20-1811

Adopted Date December 15, 2020

ACCEPT AN AMENDED CERTIFICATE AND APPROVE A SUPPLEMENTAL APPROPRIATION FOR THE KING AVENUE BRIDGE PROJECT 4437

WHEREAS, in order for the Warren County Engineer's Office to be able to encumber funds for the King Avenue Bridge Project, an amended certificate needs to be accepted and a supplemental appropriation; and

NOW THEREFORE BE IT RESOLVED, to accept an Amended Certificate from the Budget Commission in the amount of \$71,297.00 for the King Avenue Bridge Project; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriation for the Engineer's Fund #4437 King Avenue Bridge Project:

Supplemental Appropriation

\$71,297.00 into 44373130-5320 (Capital Purchases)

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Amended Certificate file  
Supplemental App. file  
Engineer (file)  
OMB

# AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, December 10, 2020

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2020, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Capital Projects	Jan. 1st, 2020	Taxes	Other Sources	Total
King Avenue Bridge Project	(\$100.00)		\$646,397.00	\$646,297.00
Fund 4437				
<b>TOTAL</b>	(\$100.00)	\$0.00	\$646,397.00	\$646,297.00

\_\_\_\_\_ )  
*Matt Nolan* )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ ) Budget  
 \_\_\_\_\_ ) Commission

AMEND 20 36  
Fund 4437 49000 +71,297.00

(Actual anticipated 1,416,655.00 less cash advance of 770,258.00=646,397.00) anticipated on certification)

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

# Resolution

Number 20-1812

Adopted Date December 15, 2020

APPROVE REPAYMENT OF CASH ADVANCE FROM FAIRGROUNDS FUND 4498 INTO  
GENERAL FUND #1101

BE IT RESOLVED, to approve the following repayment of cash advance:

\$40,025.50	from	#4498-45556	(Fairgrounds – Cash Out)
	into	#1101-45555	(General Fund – Cash In)

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Cash Advance file  
OMB (file)



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

# Resolution

Number 20-1813

Adopted Date December 15, 2020

APPROVE APPROPRIATION DECREASE WITHIN HUMAN SERVICES FUND #2203

WHEREAS, Human Services will be receiving less revenue than originally anticipated, and an appropriation decrease is necessary; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation decrease within Fund #2203:

\$40,000.00 from 22035310-5102 (Regular Salaries)

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Decrease file  
Human Services (file)

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

# Resolution

Number 20-1814

Adopted Date December 15, 2020

**APPROVE APPROPRIATION DECREASES FOR WORKFORCE INVESTMENT FUND  
#2238**

BE IT RESOLVED, to approve the following appropriation decreases:

\$ 47.05	from	#22385800-5210	(WIB – Material & Supplies)
\$ 571.12	from	#22385800-5830	(WIB – Workers Compensation)
\$ 1,552.56	from	#22385800-5102	(WIB – Regular Salaries)
\$ 1,000.00	from	#22385800-5400	(WIB – Purchased Services)
\$ 1,637.20	from	#22385800-5811	(WIB – PERS)
\$ 1,146.45	from	#22385800-5820	(WIB – Health & Life Insurance)
\$ 77.88	from	#22385800-5871	(WIB – Medicare)
\$ 9,719.73	from	#22385800-5410	(WIB – Contracts BOCC Approved)
\$172,939.57	from	#22385802-5410	(WIB – Contracts BOCC Approved)

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Decrease file  
Workforce Investment Board (file)

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

# Resolution

Number 20-1815

Adopted Date December 15, 2020

APPROVE AN APPROPRIATION DECREASE WITHIN PROSECUTOR'S CRIME VICTIM  
GRANT FUND 2245

BE IT RESOLVED, to approve the following appropriation decrease:

\$1,040.00 from #22452450-5102 (Regular Salaries)

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

MRB/

cc: Auditor   
Appropriation Decrease file  
Prosecutor (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 20-1816

Adopted Date December 15, 2020

APPROVE APPROPRIATION DECREASES IN OHIO MEANS JOBS FUNDS #2258 and #2254

WHEREAS, the Auditor's Office is completing an Amended Certificate of Receipts for Funds #2258 and #2254 for funds that were anticipated, but not received in calendar year 2020; and

WHEREAS, the appropriation for Funds #2258 and #2254 must be reduced in the amounts below; and

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

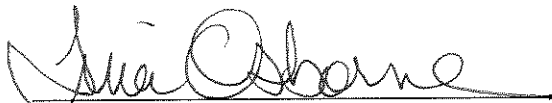
\$ 436.22	from	#22585800-5114	(Overtime Pay)
\$ 6,700.00	from	#22585800-5210	(Materials & Supplies)
\$ 2,000.00	from	#22585800-5318	(Data Bd. Approv. Non Cap)
\$ 4,467.99	from	#22585800-5400	(Purchased Services)
\$ 285.39	from	#22585800-5430	(Utilities)
\$ 985.21	from	#22585800-5651	(Support, Adults)
\$ 1,622.13	from	#22585800-5811	(P.E.R.S.)
\$ 870.79	from	#22585800-5830	(Workers Comp)
\$ 181.48	from	#22585800-5850	(Training-Education)
\$ 2,300.00	from	#22585800-5871	(Medicare)
\$ 795.03	from	#22585800-5910	(Other Expenses)
\$ 10,985.83	from	#22545800-5210	(Materials and Supplies)
\$ 2,223.80	from	#22545800-5317	(Non-Capital Purchase)
\$ 2016.36	from	#22545800-5318	(Data Bd. Approv. Non Cap)
\$ 989.44	from	#22545800-5430	(Utilities General)
\$ 9,000.00	from	#22545800-5651	(Support, Adults)
\$ 5,890.19	from	#22545800-5663	(Classroom Training, Adults)
\$ 3,200.00	from	#22545800-5820	(Health & Life)
\$ 1,219.18	from	#22545800-5830	(Workers Comp)
\$ 18.52	from	#22545800-5850	(Training-Education)
\$ 2,700.00	from	#22545800-5871	(Medicare)
\$ 23,974.33	from	#22545800-5910	(Other Expenses)
\$ 1,000.00	from	#22545800-5911	(Non-Taxable Meal Fri)

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_ Appropriation Decrease file OhioMeansJobs (file)

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

# Resolution

Number 20-1817

Adopted Date December 15, 2020

APPROVE APPROPRIATION DECREASE IN PASS THROUGH GRANTS FUND #2261

WHEREAS, the Auditor's Office is completing an Amended Certificate of Receipts for Fund #2261 for funds that were anticipated, but not received in calendar year 2020; and

WHEREAS, the appropriation for Fund #2261 must be reduced in the amount below; and

NOW THEREFORE BE IT RESOLVED, that it is necessary to approve the following appropriation decrease:

\$ 9,706.35 from #22612000-5712 (Pass Through – Drug Task Force)

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/sm

cc: Auditor   
Appropriation Decrease file  
OGA (file)

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

# Resolution

Number 20-1818

Adopted Date December 15, 2020

APPROVE APPROPRIATION DECREASE IN GRANTS FUND #2265

WHEREAS, the Auditor's Office is completing an Amended Certificate of Receipts for Fund #2265 for funds that were anticipated, but not received in calendar year 2020; and

WHEREAS, the appropriation for Fund #2265 Community Development must be reduced in the amounts below; and

NOW THEREFORE BE IT RESOLVED, that it is necessary to approve the following appropriation decrease:

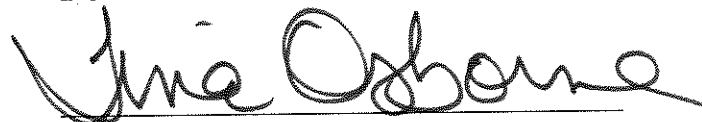
\$25,000.00 from 22653420-5317 (Non-Capital Purchase)

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Auditor ✓  
Appropriation Decrease file  
OGA (file)

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

# Resolution

Number 20-1819

Adopted Date December 15, 2020

APPROVE APPROPRIATION DECREASE WITHIN SHERIFF'S OFFICE FUND #2294

BE IT RESOLVED, to approve the following appropriation decrease within Warren County Sheriff's Office Fund #2294:

\$9,109.74 from #22942200 5155 (Personal Services Reimbursement)

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓  
Appropriation Decrease file  
Sheriff (file)

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

# Resolution

Number 20-1820

Adopted Date December 15, 2020

APPROVE APPROPRIATION DECREASES FOR THE RID BOND GREENS OF BUNNELL HILL FUND #4493

BE IT RESOLVED, to approve the following appropriation decreases;

\$1,918,200.00 from 44933908-5320 (Capital Purchases)

\$ 988.21 from 44933908-5910 (Other Expense)

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

Mr. Young – yea

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Decrease file  
Engineer (file)



# Resolution

Number 20-1821

Adopted Date December 15, 2020

APPROVE APPROPRIATION DECREASES WITHIN WATER PROJECT FUND 5583 AND SEWER PROJECT FUND 5575

WHEREAS, the Water and Sewer Department has been approved for appropriations in Water Project Fund 5583 and Sewer Project Fund 5575 in the 2020 budget process; and

WHEREAS, due to change orders and projects delayed until 2021, the appropriations will not be necessary for the 2020 calendar year; and

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

\$ 793,984.05 from 55753300-5320 (Capital Purchases)

\$ 16,900.00 from 55753300-5317 (Non-Capital Purchases)

\$ 9,701,787.30 from 55833200-5320 (Capital Purchases)

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

Mr. Young – yea

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: Auditor              
Appropriation Decrease file  
Water/Sewer (file)

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

# Resolution

Number 20-1822

Adopted Date December 15, 2020

APPROVE APPROPRIATION DECREASE WITHIN WARREN COUNTY GARAGE FUND  
#6619

BE IT RESOLVED, to approve the following appropriation decrease:

\$22,000.00 from #66191110-5210 (Material & Supplies)

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor ✓  
Appropriation Decrease file  
Garage (file)

# Resolution

Number 20-1823

Adopted Date December 15, 2020

APPROVE APPROPRIATION DECREASE WITHIN GASOLINE ROTARY FUND #6650

WHEREAS, the Gasoline Rotary will be receiving less revenue than originally anticipated, an appropriation decrease is necessary; and

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

\$100,000.00 from 66501600-5210 (Materials & Supplies)

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Decrease file  
Facilities Management (file)

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

# Resolution

Number 20-1824

Adopted Date December 15, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT  
SPECIAL PROJECTS #2224

BE IT RESOLVED, to approve the following supplemental appropriation


\$ 3,000.00 into #22241220-5400 (Purchased Services)

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Supplemental App. file  
Common Pleas Court (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 20-1825

Adopted Date December 15, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO OHIOMEANSJOBS FUND #2258

BE IT RESOLVED, to approve the following supplemental appropriation:

\$12,000 into #22585800-5317 (Non-Capital Purchases)

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Supplemental App. file  
OhioMeansJobs (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 20-1826

Adopted Date December 15, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO JAIL SALES TAX FUND #4495

BE IT RESOLVED, to approve the following supplemental appropriation:

\$500,000.00 into 44953712-5320 (Capital Purchases)

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Supplemental Appropriation file  
Facilities Management (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 20-1827

Adopted Date December 15, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO HEALTH INSURANCE FUND  
#6632

BE IT RESOLVED, to approve the following supplemental appropriation:

\$700,000.00 into #66320100-5932 (Health – Medical/Rx Claims)

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Supplemental Appropriation file  
OMB (file)

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

# Resolution

Number 20-1828

Adopted Date December 15, 2020

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO JUVENILE DETENTION FUND #11012600

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Juvenile Detention Fund #11012600 in order to process a vacation leave payout for Celyna Massey former employee of Juvenile Detention:

\$277.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012600-5882	(Juvenile Detention - Vacation Leave Payout)

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Juvenile (file)  
OMB



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

# Resolution

Number 20-1829

Adopted Date December 15, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT  
GENERAL FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$5,000.00    from    #11011220-5102    (Regular Salaries)  
                  into    #11011220-5317    (Non Capital Purchases)

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

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

# Resolution

Number 20-1830

Adopted Date December 15, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT  
CAPITAL CASE FUND #11011221

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 3,000.00    from    #11011221-5910    (Other Expenses)  
                  into    #11011221-5415    (Attorney - Indigent)

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

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

# Resolution

Number 20-1831

Adopted Date December 15, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND  
#10111240

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court  
fund #11011240:

\$ 500.00	from	11011240-5415	(Indigent Attorneys)
	into	11011240-5400	(Juv CT Purchased Services)

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)

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

# Resolution

Number 20-1832

Adopted Date December 15, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN BOARD OF ELECTIONS CTCL  
GRANT FUND #11011302

BE IT RESOLVED, to approve the following appropriation adjustment:

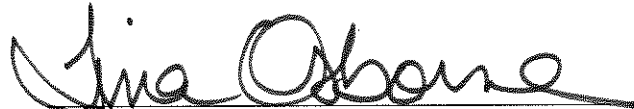
\$15,330.22 from #11011302-5330 (Capital Purchase – Regular Office)  
into #11011302-5102 (Regular Salaries)

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 20-1833

Adopted Date December 15, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE INFORMATION  
TECHNOLOGY DEPARTMENT FUND #11011400

BE IT RESOLVED, to approve the following appropriation adjustment:

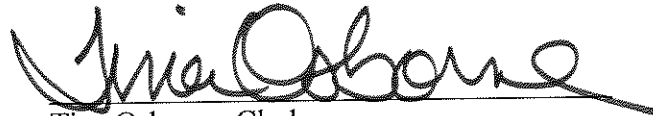
\$20,000.00	from	#11011400-5400	(IT PURCHASED SERVICES)
	Into	#11011400-5321	(DT BD APR CAP BOCC)

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Information Technology file

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

# Resolution

Number 20-1834

Adopted Date December 15, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE INFORMATION  
TECHNOLOGY DEPARTMENT FUND #11011400

BE IT RESOLVED, to approve the following appropriation adjustment:

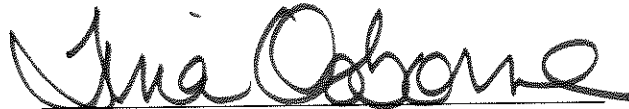
\$32,000.00 from #11011400-5318 (DATA BD APPROV NON CAP)  
Into #11011400-5321 (DT BD APR CAP BOCC)

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Information Technology (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 20-1835

Adopted Date December 15, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE INFORMATION  
TECHNOLOGY DEPARTMENT FUND #11011400

BE IT RESOLVED, to approve the following appropriation adjustment:

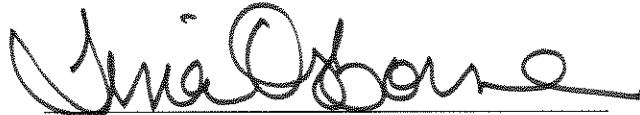
\$40,000.00 from #11011400-5317 (IT NON CAPITAL PURCHASE)  
Into #11011400-5321 (DT BD APR CAP BOCC)

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor              
Appropriation Adj. file  
Information Technology file

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 20-1836

Adopted Date December 15, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE INFORMATION  
TECHNOLOGY DEPARTMENT FUND #11011400

BE IT RESOLVED, to approve the following appropriation adjustment:

\$10,000.00 from #11011400-5114 (IT OVERTIME PAY)  
Into #11011400-5321 (DT BD APR CAP BOCC)

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor ✓  
Appropriation Adj. file  
Information Technology file



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

# Resolution

Number 20-1837

Adopted Date December 15, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE INFORMATION  
TECHNOLOGY DEPARTMENT FUND #11011400

BE IT RESOLVED, to approve the following appropriation adjustment:

\$130,000.00 from #11011400-5102 (IT REGULAR SALARIES)  
Into #11011400-5321 (DT BD APR CAP BOCC)

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Information Technology file

# Resolution

Number 20-1838

Adopted Date December 15, 2020

APPROVE APPROPRIATION ADJUSTMENT FROM GIS FUND #11011401 INTO  
INFORMATION TECHNOLOGY DEPARTMENT FUND #11011400

BE IT RESOLVED, to approve the following appropriation adjustment:


\$20,000.00 from #11011401-5850 (GIS TRAINING/EDUCATION)  
Into #11011400-5321 (DT BD APR CAP BOCC)

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Information Technology file

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

# Resolution

Number 20-1839

Adopted Date December 15, 2020

APPROVE APPROPRIATION ADJUSTMENT FROM GIS FUND #11011401 INTO  
INFORMATION TECHNOLOGY DEPARTMENT FUND #11011400

BE IT RESOLVED, to approve the following appropriation adjustment:


\$50,000.00 from #11011401-5318 (DATA BD APPROV NON CAP)  
Into #11011400-5321 (DT BD APR CAP BOCC)

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Information Technology file

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

# Resolution

Number 20-1840

Adopted Date December 15, 2020

APPROVE APPROPRIATION ADJUSTMENT FROM TELECOMMUNICATIONS  
DEPARTMENT FUND #11012810 INTO 11012812

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 6,200.00 from #11012810-5317 (Telecom Non Capital Purchases)  
into #11012812-5811 (Tele Data Pers)

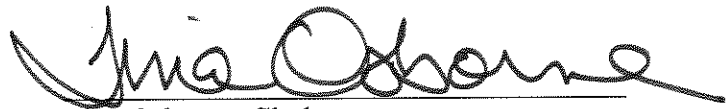
\$ 7,200.00 from #11012810-5317 (Telecom Non Capital Purchases)  
into #11012812-5820 (Tele Data Health & Life Ins)

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Telecom (file)

# Resolution

Number 20-1841

Adopted Date December 15, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE OHIOMEANSJOBS WARREN COUNTY FUND #2254

WHEREAS, appropriation adjustments are necessary for PERS and Purchased Services expenses; and

NOW THEREFORE BE IT RESOLVED, to approve appropriation adjustments within the OhioMeansJobs Warren County Fund # 2254.

\$ 500.00                    from #2254-5800-5922    (Taxable Meal Fringe)  
                                  into #2254-5800-5811    (PERS)

\$10,000.00                from #2254-5800-5910    (Other Expense)  
                                  Into #2254-5800-5400    (Purchased Services)

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
OhioMeansJobs (file)

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

# Resolution

Number 20-1842

Adopted Date December 15, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND  
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:

\$25,000.00 from #227351005447 (Child Placement Specialized)  
into #227351005910 (Other Expense)

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

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

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

# Resolution

Number 20-1843

Adopted Date December 15, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND  
NO. 5510

WHEREAS, the Water and Sewer Department incurs costs for asphalt and concrete restoration services due to water main breaks; and

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

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

\$25,000.00	from	55103200 - 5998	(RESERVE/CONTINGENCY)
	into	55103200 - 5400	(PURCHASED SERVICES)

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

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

# Resolution

Number 20-1844

Adopted Date December 15, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER PROJECT FUND  
5583

WHEREAS, the Water and Sewer department incurs costs for an OWDA loan origination fee related to the RAR Water Softening Project; and;

WHEREAS, appropriation adjustments are necessary to accommodate said costs;

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

\$203,893.00	from	55833200 5320	(Capital Purchase)
	into	55833200 5511	(Interest)

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

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



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

# Resolution

Number 20-1845

Adopted Date December 15, 2020

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUND #6630

BE IT RESOLVED, to approve the following appropriation adjustments within Warren County Sheriff's Office Fund #6630:

\$10,000.00 from 66302251 5830 (Workers Compensation)  
into 66302251 5102 (Salaries)

\$5,000.00 from 66302258 5830 (Workers Compensation)  
into 66302258 5102 (Regular Salaries)

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Sheriff's Office (file)

# Resolution

Number 20-1846

Adopted Date December 15, 2020

APPROVE APPROPRIATION ADJUSTMENT INTO WORKERS COMP FUND #6636

BE IT RESOLVED, to approve the following appropriation adjustment:

\$12,000.00 from #66360110-5927 (Workers Comp – Lost Time Claims)  
into #66360110-5932 (Workers Comp – Medical/RX Claims)

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
OMB (file)

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

# Resolution

Number 20-1847

Adopted Date December 15, 2020

APPROVE APPROPRIATION ADJUSTMENT INTO WORKERS COMP FUND #6636

BE IT RESOLVED, to approve the following appropriation adjustment:

\$12,000.00 from #66360110-5410 (Workers Comp – Contract BOCC Approved)  
into #66360110-5400 (Workers Comp – Purchased Services)

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor              
Supplemental Appropriation file  
OMB (file)

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

# Resolution

Number 20-1848

Adopted Date December 15, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMISSIONERS' FUND  
#11011110

BE IT RESOLVED, to approve the following appropriation adjustment for a vacation payout:

\$ 20,000.00 from #11011110-5881 (Commissioners – Sick Leave Payout)  
into #11011110-5882 (Commissioners – Vacation Payout)

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Commissioners' file

# Resolution

Number 20-1849

Adopted Date December 15, 2020

RESCIND RESOLUTION #20-1660 WHICH AUTHORIZED THE HIRING OF WILLIAM NEYER AS WATER TREATMENT SYSTEMS CHIEF OPERATOR, NORTH WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Neyer holds an elected partisan position which is prohibited by ORC 124,57; and

NOW THEREFORE BE IT RESOLVED, to rescind Resolution #20-1660 adopted November 24, 2020, which authorized the hiring of William Neyer as Water Treatment Systems Chief Operator, North within Warren County Water and Sewer Department.

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

Mr. Young – yea

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Water and Sewer (file)  
William Neyer's Personnel File  
OMB-Sue Spencer

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

# Resolution

Number 20-1850

Adopted Date December 15, 2020

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners file


## REQUISITIONS

Department	Vendor Name	Description	Amount
FAC	RADIANT TECHNOLOGY GROUP INC	A/V SYSTEM NEW JAIL & SO	\$ 114,241.00
JUV	NORIX GROUP INC	JDC FURNITURE FOR DETAINEES	\$ 20,839.04
FAC	DOLLAMUR LP	TRAINING MATS FOR NEW JAIL	\$ 9,403.98
TEL	MOBILCOMM	WASHINGTON TWP./LYTLE TOWER SERVICES	\$ 13,630.00
FAC	SHAW INDUSTRIES INC	FLOORING REPLACEMENT JJC	\$ 98,165.41
FAC	CORRECTIONAL TECHNOLOGIES INC	CORRECTIONS FURNITURE- NEW JAIL	\$ 85,866.64

## PO CHANGE ORDER

Department	Vendor Name	Description	Amount
WAT	BUILDING CRAFTS INC	RAR SOFTENING UPGRADES PROJECT	\$1,198,044.67 DECREASE

12/15/2020 APPROVED:



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Tiffany Zindel, County Administrator

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

# Resolution

Number 20-1851

Adopted Date December 15, 2020

CONTINUE ADMINISTRATIVE HEARING TO CONSIDER VARIANCE AND APPEAL OF CONDITIONS REQUIRED FOR AN ACCESS PERMIT OF SPEEDWAY SUPERAMERICA LLC IN FRANKLIN TOWNSHIP

BE IT RESOLVED, to continue the administrative to consider variance and appeal of conditions required for an access permit of Speedway SuperAmerica, LLC in Franklin Township; said hearing to be continued to January 19, 2021, at 9:15 a.m. in the Commissioners' Meeting Room.

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

tao

cc: Engineer (file)  
Public Hearing file  
Applicant – Brad Gross, 600 Speedway Drive, Enon, OH 45323  
Franklin Township Trustees



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

# Resolution

Number 20-1852

Adopted Date December 15, 2020

CONTINUE PUBLIC HEARING FOR THE REZONING APPLICATION OF CREEK SONG LLC TO REZONE 70.39 ACRES FROM PLANNED UNIT DEVELOPMENT "PUD" TO PLANNED UNIT DEVELOPMENT "PUD"

BE IT RESOLVED, to continue the public hearing to consider the rezoning application of Creek Song LLC to rezone 70.39 acres from Planned Unit Development "PUD" to Planned Unit Development "PUD"; said public hearing to be continued to January 5, 2021, at 9:15 a.m. in the Commissioners' Meeting Room; and

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RPC  
RZC  
Rezoning file  
Applicant  
Township Trustees

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

# Resolution

Number 20-1853

Adopted Date December 15, 2020

CONTINUE ADMINISTRATIVE HEARING TO CONSIDER THE PUD PRELIMINARY SITE PLAN (STAGE 2) APPLICATION FOR CREEK SONG LLC IN TURTLECREEK TOWNSHIP

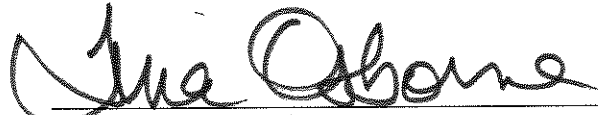
BE IT RESOLVED, to continue the administrative hearing to consider the PUD Preliminary Site Plan (Stage 2) application of Creek Song LLC in Turtlecreek Township; said administrative hearing to be continued to January 5, 2021, at 9:30 a.m. in the Commissioners' Meeting Room.

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: RPC  
RZC  
Rezoning file  
Applicant  
Township Trustees

# Resolution

Number 20-1854

Adopted Date December 15, 2020

APPROVE TEXT AND MAP AMENDMENTS TO THE WARREN COUNTY RURAL ZONING CODE TO AMEND SECTION 2.407 (MIXED-USE DISTRICT), SECTION 2.407.3 (ALLOWABLE USES), AND SECTION 2.407.4 (PROHIBITED USES.) THE MAP AMENDMENT TO COVER PARCEL 12364000035 AND A PORTION OF PARCEL 12364000037

WHEREAS, this Board met the 1<sup>st</sup> day of December 2020, and continued to this 15<sup>th</sup> day of December 2020, for the public hearing (Case #2020-06 A & B) to consider text and map amendments to the Warren County Rural Zoning Code to amend Section 2.407 (Mixed-Use District), Section 2.407.3 (Allowable Uses, and Section 2.407.4 (Prohibited Uses) and map amendment to parcel 12364000035 and a portion of parcel 12364000037; and

WHEREAS, this Board has considered the recommendation from the Regional Planning Commission Executive Committee and the decision of the Rural Zoning Commission and all those present to speak relative to the text and map amendment; and


NOW THEREFORE BE IT RESOLVED, to approve a text and map amendments to the Warren County Rural Zoning Code to amend Section 2.407 (Mixed-Use District), Section 2.407.3 (Allowable Uses, and Section 2.407.4 (Prohibited Uses) and map amendment to parcel 12364000035 and a portion of parcel 12364000037; said changes attached hereto and made a part hereof.

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

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

Resolution adopted this 15<sup>th</sup> day of December 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: RPC  
RZC (file)  
Text Amendment file

**EXHIBIT A: Zoning Map – District Boundary****EXHIBIT B: PROPOSED AMENDMENTS** (Added language is highlighted and underlined)**2.407.3 Allowable Uses:**

1. Mixed Use Center-General: The following uses are allowable in the Mixed -Use Center unless expressly prohibited under Section 2.407.4 (A), Prohibited Uses.

The uses allowed within the B-5 (Warehouse Depot Business) zoning district within the following use categories:

- a) The Commercial Business & Service Uses within the sub-categories of Entertainment and Recreation; Lodging; Service; Retail; and Professional Office.
- b) Temporary;
- c) Accessory;
- d) Agricultural & Related; and,
- e) Community Facility and Service

\*These uses are allowed subject to their use permission within the B-5 zoning district.

2. Mixed Use Center-Gateway: The following uses are allowable in the Mixed -Use Center-Gateway, unless expressly prohibited under Section 2.407.4 (B), Prohibited Uses-Gateway.

The uses allowed within the B-5 (Warehouse Depot Business) zoning district within the following use categories:

- a) The Commercial Business & Service Uses within the sub-categories of Entertainment and Recreation; Lodging; Service; Retail; and Professional Office.
- b) Temporary;
- c) Accessory;
- d) Agricultural & Related; and,
- e) Community Facility and Service

\*These uses are allowed subject to their use permission within the B-5 zoning district.

In addition to the above uses Warehousing and Fulfillment Center are also permitted and shall be developed in accordance with the B-5 development standards and are exempt from the development standards of the Section 2.407.5 (Use Specific standards); 2.407.6 (Integrated Development); and 2.407.7 (Development Standards).

**3. Mixed Use Neighborhood:** The uses allowed within the B-1 (Neighborhood Commercial Business) zoning district within the following use categories, unless expressly prohibited under Section 2.407.4, Prohibited Uses.

- a) The Commercial Business & Service Uses within the sub-categories of Entertainment and Recreation; Lodging; Service; Retail; and Professional Office.
- b) Temporary;
- c) Accessory;
- d) Agricultural & Related; and,
- e) Community Facility and Service

\*These uses are allowed subject to their use permission within the B-1 zoning district.

\*For additional uses see Section 2.205 Table of Uses by Zoning District.

#### **2.407.4 Prohibited Uses**

##### A. Mixed Use Center-General & Mixed Use-Neighborhood

The following uses are prohibited in Mixed Use Center-General and Mixed Use -Neighborhood:

1. Dealers or businesses with outdoor display of automotive, recreational vehicle, motorcycle, boat, construction equipment, farm equipment, manufactured homes, and other similar equipment for sale, rent or lease;
2. Heavy equipment sales and service;
3. Towing services, salvage yards, and Impound lots;
4. Car wash;
5. Mini-storage and self-storage facilities;
6. Commercial laundries with dry-cleaning operation on-site;
7. Warehousing and distribution facilities;
8. Freight terminals; and,

9. Industrial Heavy: Manufacturing, fabrication, processing, and assembly of materials in a raw form.
10. Any use or development that creates a danger to public health or safety and/or a nuisance, including but not limited to environmental pollution; traffic; noise; vibration; odor; dust; or, glare, is subject to interpretation by the Zoning Inspector in order to determine whether such is compatible to the zoning district; and,
11. Any use similar to one or more other uses already prohibited within the district.

B. Mixed Use Center-Gateway

The following uses are prohibited in Mixed Use Center-Gateway:

1. Dealers or businesses with outdoor display of automotive, recreational vehicle, motorcycle, boat, construction equipment, farm equipment, manufactured homes, and other similar equipment for sale, rent or lease;
2. Heavy equipment sales and service;
3. Towing services, salvage yards, and Impound lots;
4. Car wash;
5. Mini-storage and self-storage facilities;
6. Commercial laundries with dry-cleaning operation on-site; and
7. Industrial Heavy: Manufacturing, fabrication, processing, and assembly of materials in a raw form.
8. Any use or development that creates a danger to public health or safety and/or a nuisance, including but not limited to environmental pollution; traffic; noise; vibration; odor; dust; or, glare, is subject to interpretation by the Zoning Inspector in order to determine whether such is compatible to the zoning district; and,
9. Day Care Center
10. Moving Truck and Trailer Rental
11. Tattoo & Body Piercing Parlor
12. Gunsmith & Firearm Dealer
13. Container/POD storage Facility
14. Mover Storage Facility
15. Any use similar to one or more other uses already prohibited within the district.

An interpretation under paragraphs 8 and 9 above by the Zoning Inspector is subject to an administrative appeal as provided in Sec. 1.310.