

Resolution

Number 23-1610

Adopted Date December 05, 2023

ACCEPT RESIGNATION OF ASHLEIGH BLAIR, PROTECTIVE SERVICES CASEWORKER III, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE NOVEMBER 14, 2023

BE IT RESOLVED, to accept the resignation of Ashleigh Blair, Protective Services Caseworker III, within the Warren County Department of Job and Family Services, Children Services Division, effective November 14, 2023.

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

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

Resolution adopted this 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 23-1611

Adopted Date December 05, 2023

APPROVE RENEWAL OF CONSULTING AGREEMENT WITH HORAN ASSOCIATES FOR PERIOD JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

WHEREAS, it is the desire of the Board of County Commissioners to continue utilization of Horan Associates for consulting services relative to the healthcare plan; and

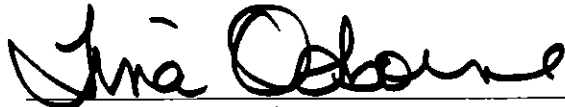
NOW THEREFORE BE IT RESOLVED, to approve the renewal of Consulting Agreement with Horan Associates for the period January 1, 2024 through December 31, 2024 as attached hereto and made a part hereof.

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

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

Resolution adopted this 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a – Horan Associates
Horan Associates
T Whitaker, OMB
Benefits File

**Warren County / HUB HORAN
Consulting Agreement Intent to Renew**

The original agreement between Warren County and HUB HORAN commenced on January 1, 2012 for a 5 year period with the option to renew each year. Warren County conducted a full broker bid in 2015 and most recently again in 2020. HUB HORAN was awarded the market bid effective January 1, 2020. Warren County and HUB HORAN agreed to continue the consulting agreement for the timeframe of January 1, 2023 through December 31, 2023 and have agreed to continue this for the timeframe of January 1, 2024 through December 31, 2024, with a reduced medical fee (\$6.50 to \$5.75 per enrolled employee per month). All other fees and services from last year will remain unchanged.

Fees / Commissions:

- Fee of \$5.75 per enrolled employee per month for medical (inclusive of data warehouse fee of \$.75)
- Fee of \$1.50 per enrolled employee per month for dental
- Standard commissions for ancillary

HUB HORAN

Signed: *Valerie Bogdan-Powers*
Date: 11-20-23
Name (print): VALERIE BOGDAN-POWERS
Title: PRESIDENT

WARREN COUNTY BOARD OF COUNTY
COMMISSIONERS

Signed: *Shannon Jones*
Date: 12-5-23
Name (print): Shannon Jones
Title: President

APPROVED AS TO FORM

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

Resolution

Number 23-1612

Adopted Date December 05, 2023

AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN APPLICATION FROM HCC LIFE INSURANCE COMPANY FOR THE PROVISION OF STOP LOSS INSURANCE FOR THE WARREN COUNTY HEALTHCARE PLAN EFFECTIVE JANUARY 1, 2024

WHEREAS, it is the desire of the Board to continue procurement of Stop Loss Coverage to protect the plan against catastrophic loss; and

WHEREAS, the Board desires to continue coverage with HCC Life Insurance Company and acknowledges and accepts the 2024 premium rates for such coverage; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign the application attached hereto for the provision of Stop Loss Insurance by HCC Life Insurance Company for Plan year effective January 1, 2024.

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

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

Resolution adopted this 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a—Horan Associates
HCC Life Insurance Company
Benefits File
Tammy Whitaker, OMB

STOP LOSS INSURANCE
HCC LIFE INSURANCE COMPANY
 Three Town Park Commons, 225 TownPark Drive, Suite 350
 Kennesaw, Georgia 30144 (800-447-0460)

APPLICATION

1. Full Legal Name of Applicant and Address: Warren County Board of Commissioners Warren County Administration Building 406 Justice Drive Lebanon, OH 45036 Telephone No.: (513)695-1250	2. Applicant is a/an (check one): <input checked="" type="checkbox"/> Single Employer Plan <input type="checkbox"/> Student Plan <input type="checkbox"/> Union or Taft Hartley Plan <input type="checkbox"/> Association Plan or MEWA <input type="checkbox"/> Other:				
3. Policy Period: Effective Date: 01/01/2024 Expiration Date: 12/31/2024					
4. Full Legal Name of Affiliates, Subsidiaries and other major locations to be included in coverage: Address of Affiliates or Subsidiaries: <input checked="" type="checkbox"/> None <input type="checkbox"/> See attached listing					
5. Nature of Business of the Applicant to be Insured: Executive Offices	6. Contact Person at Applicant:				
7. Enter full name of the Medical Benefit Plan(s): Warren County Board of Commissioners Summary Plan Description A signed copy of such Medical Benefit Plan(s) will form part of this contract.					
8. Name and Address of Claims Administrator: United Healthcare 400 E. Business Way Suite 100 Sharonville, OH 45241					
9. Agent of Record: Hub International Midwest Limited					
10. Estimated Initial Enrollment: Single: 365 Family: 481 Total Covered Units: 846					
11. Retirees Covered: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
12. The Utilization Review vendor will be: United HealthCare					
13. Deposit Premium (Minimum of first month's estimated premium): \$ 29,415.37 Please review the deposit premium on the Monthly Premium Accounting Worksheet.					
14. SPECIFIC STOP LOSS INSURANCE: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No A. Covered Expenses Paid under the Medical Benefit Plan for the following Plan Benefits are covered for Specific Stop Loss Insurance (not included unless checked): <input checked="" type="checkbox"/> Medical <input checked="" type="checkbox"/> Prescription Drug Card <input type="checkbox"/> Prescription Drugs Under Medical <input type="checkbox"/> Other:					
B. Specific Deductible in each Policy Period per Covered Person: \$325,000 Separate Individual Specific Deductible: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="width: 50%;">Name</th> <th style="width: 50%;">Amount per Policy Period</th> </tr> </thead> <tbody> <tr> <td>Paxton Roberts</td> <td>\$500,000</td> </tr> </tbody> </table>		Name	Amount per Policy Period	Paxton Roberts	\$500,000
Name	Amount per Policy Period				
Paxton Roberts	\$500,000				
C. Contract Basis: Paid Covered Expenses Incurred no earlier than 12 months prior to the Original Effective date of the policy, and Paid from 01/01/2024 through 12/31/2024. <p style="text-align: center;">If a claim is eligible under two different Contract Bases, it may only be filed for reimbursement in the earliest Contract Basis under which it is eligible.</p>					
D. Specific Policy Period Reimbursement Maximum per Covered Person: Unlimited					
E. Monthly Specific Premium Rates: Single: \$11.70 Family: \$43.57					

F. Specific Percentage Reimbursable: 100%

G. Specific Terminal Liability Option: Yes No

Specific Terminal Liability Option premium per Covered Person per month:

15. AGGREGATE STOP LOSS INSURANCE: Yes No

A. Covered Expenses Paid under the Medical Benefit Plan for the following Plan Benefits are covered for Aggregate Stop Loss Insurance (not included unless checked):

Medical Dental Weekly Income Vision Prescription Drug Card
 Prescription Drugs Under Medical Other:

B. Minimum Annual Aggregate Deductible: \$14,716,719.12
(Subject to the Definition of Minimum Annual Aggregate Deductible in the Policy)

C. Contract Basis: Paid
Covered Expenses Incurred no earlier than 12 months prior to the Original Effective date of the policy, and Paid from 01/01/2024 through 12/31/2024.

If a claim is eligible under two different Contract Bases, it may only be filed for reimbursement in the earliest Contract Basis under which it is eligible.

D. Aggregate Policy Period Reimbursement Maximum: \$1,000,000

E. Monthly Aggregate Factors:

Monthly Factors	Combined	Medical	Dental	Weekly Income	Vision	Prescription Drugs
Single	\$848.16					
Family	\$1,906.06					



F. Aggregate Percentage Reimbursable: 100%

G. Loss Limit: \$325,000

For the purposes of Aggregate Stop Loss Insurance, the Loss Limit is the maximum amount of Covered Expenses Incurred by each Covered Person, which can be used to satisfy the Annual Aggregate Deductible.

H. Monthly Deductible Advance Reimbursement Option: Yes No

I. Aggregate Terminal Liability Option: Yes No

J. Aggregate Premium:

1. Annual Premium payable in advance for Policy Period:
2. Monthly Premium rate per Covered Unit: Composite: \$4.95
3. Monthly Deductible Advance Reimbursement premium per Covered Unit per month:
4. Aggregate Terminal Liability Option premium per Covered Unit per month:

SPECIAL LIMITATIONS:

It is understood and agreed by the Applicant that:

1. The Applicant is financially sound, with sufficient capital and cash flow to accept the risks inherent in a "self-funded" health care plan, and
2. The Claims Administrator retained by the Applicant will be considered the Applicant's agent, and not the Company's agent, and
3. All documentation requested by the Company must be received within 90 days of the Policy effective date, is subject to review by the Company and may require adjustment of rates, factors, and / or Special Limitations to accommodate for abnormal risks, and
4. The Stop Loss Insurance applied for herein will not become effective until accepted by the Company, and
5. Premiums are not considered paid until the premium check is received by the Company, is paid according to the rates set forth in the Application, and all items required to issue the Policy have been returned to the Company. Premiums are subject to refund should any outstanding policy requirement not be met within 90 days of the Policy's effective date, and
6. This Application will be attached to and made a part of the Policy issued by the Company, and
7. The Medical Benefit Plan(s) attached shall be the basis of any Stop Loss Insurance provided by the Company and such Medical Benefit Plan(s) conforms with all applicable State and Federal statutes, and
8. Any reimbursement under the Stop Loss Insurance provided by the Company shall be based on Covered Expenses Paid by the Applicant in accordance with the Medical Benefit Plan(s) attached hereto, and
9. After diligent and complete review, the representations made in this Application, the disclosures made, and all of the information provided for underwriters to evaluate the risk, are true and complete.

FRAUD STATEMENT:

Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Full Legal Name of Applicant: Warren County Board of Commissioners

Dated at Lebanon Ohio this 5 day of December, 2023

*Shannon Jones
Officer / Partner Signature (print name)

Licensed Agent Signature (print name)

For HCC Life Insurance Company Use Only: ACCEPTANCE

Accepted on behalf of the Company, this ____ day of _____, 20__

By: _____

Title: _____

Policy No.: _____

HCC LIFE INSURANCE COMPANY
STOP LOSS POLICY
SPLIT FUNDED ENDORSEMENT

Policy Number: HCL33495

Endorsement Number: 1

Policyholder: Warren County Board of Commissioners

Effective Date of Endorsement: 01/01/2024

SPLIT FUNDED ENDORSEMENT

Notwithstanding any other provisions of the Policy, the provisions of this Endorsement shall be used to determine the amount of Specific Stop Loss Insurance benefits payable by Us.

You and We agree that the above Policy is amended as follows:

1. You shall pay for all Covered Expenses:
 - A. Which are used to satisfy the Specific Deductible shown on Your Application for each Covered Person, and
 - B. Which exceed the Specific Deductible up to an amount (hereinafter called Split Funded Liability) as set forth in this Endorsement.
2. Your Split Funded Liability, for the purposes of this Endorsement, is \$350,000.00.
3. We will not be responsible for paying any Specific Stop Loss Insurance Benefits under the Policy until You have paid the Split Funded Liability as set forth in this Endorsement.
4. If the Specific Stop Loss Insurance is terminated before the end of the Policy Period, the added Split Funded Liability will not be eliminated or reduced in any way. Such terminations will take effect pursuant to Article VII of the Policy.
5. To the extent that there is any conflict between the terms of this Endorsement and the Policy, the terms of this Endorsement will control.
6. This Endorsement will terminate on the first to occur of:
 - A. The end of the Policy Period, or
 - B. Your failure to comply with any provision of this Endorsement, or
 - C. Termination of the Policy pursuant to Article VII of the Policy.

You understand that it is Your responsibility to pay the Split Funded Liability amount of \$350,000.00 over and above the amounts used to satisfy the Specific Deductible shown on Your Application. Our responsibility for reimbursement begins with those Covered Expenses that are in excess of the Specific Deductible plus the Split Funded Liability.

HCC LIFE INSURANCE COMPANY
STOP LOSS POLICY
SPLIT FUNDED ENDORSEMENT

THERE ARE NO POLICY CHANGES UNDER THIS ENDORSEMENT OTHER THAN STATED ABOVE.

Warren County Board of Commissioners
Full Legal Name of Applicant/Policyholder

Warren County
Commissioners Office 12-5-23
Signed At / Date Signed

[Signature] Shannon Jones
Officer/Partner Signature (print name) Witnessed (Licensed Agent) Signature

FOR HCC LIFE INSURANCE COMPANY USE ONLY:

ACCEPTANCE

Accepted on behalf of the Company, this _____ day of _____, 20 _____

By: _____

Title: _____

HCC LIFE INSURANCE COMPANY
STOP LOSS POLICY
EXPERIENCE CREDIT ADVANTAGE ENDORSEMENT

Policy Number: HCL33495

Endorsement Number: 2

Policyholder: Warren County Board of Commissioners

Effective Date of Endorsement: 01/01/2024

You and We agree that the above Policy is amended as follows:

The Policy is eligible for the Experience Credit Advantage program from HCC Life Insurance Company. If at expiration of the Policy Period and the end of the claim filing period, the Policy has gross loss ratio lower than 70%, You will be entitled to 50% of the gross profit of the Policy Period in the form of a premium credit, subject to a maximum of 10% of paid premium during the Policy Period.

The premium credit shall be applied and paid to You during the next renewal Policy Period. You must renew coverage in order to take advantage of the premium credit available. If the sale of Your Policy involved a commission paid to a producer, the commission percentage shall be subtracted from the 70% for the gross loss ratio calculation. Upon Termination or Expiration without renewal, all premium credit under this program is forfeited.

Calculation Formula

Gross annual specific (and aggregate if applicable) premium
X *Gross loss ratio threshold (70% minus commission %, if applicable)*
= *Eligible experience refund premium*
- *Paid claims*
= *Eligible gross profit*
X *50% profit share*
= *Total eligible premium credit*

THERE ARE NO POLICY CHANGES UNDER THIS ENDORSEMENT OTHER THAN STATED ABOVE.

Warren County Board of Commissioners
Full Legal Name of Applicant/Policyholder

Commissioners office 12-5-23
Signed At / Date Signed

* Shannon Jones
Officer/Partner Signature

Shannon Jones
(print name)

Witnessed (Licensed Agent) Signature

FOR HCC LIFE INSURANCE COMPANY USE ONLY:

ACCEPTANCE

Accepted on behalf of the Company, this _____ day of _____, 20_____

By: _____

Title: _____

HCC LIFE INSURANCE COMPANY

Policyholder **Warren County Board of Commissioners** Policy No. **HCL33495** Effective Date **01/01/2024**

Administrator **United Healthcare** Report Period **01/01/2024** to **01/31/2024**

Coverage	Current Units	Prior* Units	Total Units		Rates	Gross Premium
Specific Single Family	365		365	X	11.70	
	481		481	X	43.57	
				X		
				X		
			Gross Premium			
Aggregate Composite	846		846	X	4.95	
				X		
				X		
				X		
			Gross Premium			
MDAR				X		
TLO				X		
Total Gross Premium						

*Prior month adjustments are limited to the preceding 3 months. You must attach documentation to receive consideration for any other months.

Please make checks payable to **HCC LIFE INSURANCE COMPANY**. Send checks to: HCC Life Insurance Company, P.O. Box 402032, Atlanta, GA 30384-2032.

Resolution

Number 23-1613

Adopted Date December 05, 2023

AMEND AGREEMENT WITH BETHESDA HEALTHCARE FOR EAP SERVICES
EFFECTIVE JULY 1, 2023

WHEREAS, the Warren County Board of Commissioners entered into an original agreement with Bethesda Healthcare for EAP services effective July 1, 2023; and

WHEREAS, an amendment is needed to the contract to clarify Eligible Participants; and

NOW THEREFORE BE IT RESOLVED, to approve the Addendum to the original agreement which clarifies eligible participants; Addendum attached hereto and made a part hereof.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a—Bethesda Healthcare INC
Horan Assoc
Tammy Whitaker, OMB
Benefits File

MEMORANDUM OF AGREEMENT BETWEEN THE BOARD OF WARREN COUNTY
COMMISSIONERS AND BETHESDA HEALTHCARE INC THAT COMMENCED ON 7/1/2023

ADDENDUM
EFFECTIVE 7/20/23

This Agreement is amended and replaces Exhibit A, Section 2.B. – “Eligible Participants”

Eligible Participants. Eligible Participants shall include all Eligible Employees of the County and their covered family members. Covered family members shall include the following persons: spouse, unless or until legally separated; and children falling into at least one of the following categories: (i) all unmarried children under age 26 (ii) all unmarried mentally or physically disabled children, if the disability occurred before the child reached age 26, unless and until the child recovers from the disability.

All else remains the same.

Buyer and Seller accept the terms and conditions of this Agreement effective upon signature by Buyer and Seller below.

Bethesda Healthcare, Inc
By Steve Mombach
Steve Mombach, SVP, Ambulatory
and Network Development
Date 11/16/2023

Warren County Commissioners Office
By Shannon Jones
Name Shannon Jones
Title President
Date 12-5-23

RECEIVED 08/20/23

NOV 30 2023 10:41

Resolution

Number 23-1614

Adopted Date December 05, 2023

SET PUBLIC HEARING TO CONSIDER TEXT AMENDMENTS TO THE WARREN COUNTY RURAL ZONING CODE INITIATED BY THE WARREN COUNTY RURAL ZONING COMMISSION

BE IT RESOLVED, to set the public hearing (Case #2023-06) to consider text amendments to the Warren County Rural Zoning Code; proposed amendments attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that said public hearing will be held January 2, 2024, at 9:05 a.m. in the Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio; and

BE IT FURTHER RESOLVED, to advertise notice thereof in a newspaper of general circulation, at least (10) days prior to said public hearing.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: RZC (file)
RPC
Text Amendment file
Bruce McGary
Township Trustees

ZONING CODE TEXT AMENDMENTS 2023

ARTICLE 1 ZONING RESOLUTION AUTHORITY, ADMINISTRATION, AND ENFORCEMENT

CHAPTER 2: ZONING ADMINISTRATION

SEC 1.201 ZONING OFFICIALS, RESPONSIBILITIES, AND OPERATIONS: Per Ohio Revised Code (ORC) Chapter 303, or as amended, the administration and enforcement of this Zoning Code is vested in the Board of County Commissioners to be carried out by the duly-authorized representatives whom it appoints to do so. Accordingly, the Warren County Zoning officials and their respective duties, responsibilities, operations, and actions are specified in the rest of this Chapter.

SEC. 1.202 SUMMARY TABLE OF REVIEW BODIES

A. Table 1.02 (Summary Table of Review Bodies) summarizes the review and decision-making responsibilities of the entities that have roles in the procedures set forth in Article 1. Other duties and responsibilities of the entities are set forth in subsequent sections of this article.

<u>TABLE 1.02: SUMMARY TABLE OF REVIEW BODIES</u>						
HA = ADMINISTRATIVE HEARING HL = LEGISLATIVE HEARING HQ = QUASI-JUDICIAL HEARING R = REVIEW			REC = RECOMMENDATION D = DECISION (RESPONSIBLE FOR FINAL DECISION) P = PRE-SUBMITTAL CONSULTATION			
<u>Procedure</u>	<u>Section</u>	<u>Warren County Board of Commissioners</u>	<u>Zoning Commission</u>	<u>Board of Zoning Appeals (BZA)</u>	<u>Regional Planning Commission (WCRPC)</u>	<u>Zoning Inspector</u>
<u>Zoning Resolution Text or Map Amendment</u>	<u>1.304</u>	<u>HL-D</u>	<u>HA-R</u>		<u>P-R-REC</u> <small>RPC Staff & Executive Committee</small>	<u>P-R</u>
<u>Planned Unit Development – Stage 1</u>	<u>1.305</u>	<u>HL-D</u>	<u>HA-R</u>		<u>P-R-REC</u> <small>RPC Staff & Executive Committee</small>	<u>P-R</u>
<u>Planned Unit Development – Stage 2</u>	<u>1.305</u>	<u>HA-D</u>			<u>P-R-REC</u> <small>RPC Staff & Executive Committee</small>	<u>P-R</u>
<u>Site Plan Review</u>	<u>1.303</u>	<u>HQ-D</u>			<u>R-REC</u> <small>RPC Staff</small>	<u>P-R</u>
<u>Site Plan Review with Conditional Use</u>	<u>1.303</u>			<u>HQ-D</u>	<u>R-REC</u> <small>RPC Staff</small>	<u>P-R</u>
<u>Conditional Use</u>	<u>1.306</u>			<u>HQ-D</u>	<u>R-REC</u> <small>RPC Staff</small>	<u>P-R</u>
<u>Appeals</u>	<u>1.310</u>			<u>HQ-D</u>		

<u>Variance</u>	<u>1.307</u>			<u>HQ-D</u>		<u>P-R</u>
<u>Zoning Permit</u>	<u>1.302</u>					<u>R-D</u>

B. Even though not referenced in this article, other boards, commissions, government agencies, and nongovernment agencies may be asked by the zoning inspector, the Warren County Zoning Commission, the Warren County Board of Zoning Appeals, or the Warren County Board of Commissioners, to review some applications, including, but not limited to, map amendments (rezoning), text amendments, appeals, variances, conditional uses, and planned unit developments.

SEC 1.2023 BOARD OF COUNTY COMMISSIONERS (BOCC)

1.2023.1 Duties and Responsibilities: The duties and responsibilities of the BOCC involved in matters of zoning are as follows:

- (A) Initiate, review, and act to adopt, reject or modify, in whole or in part, any proposed amendment(s) to the Zoning Code, pursuant to and consistent with the provisions specified in Article I, Chapter 1 of this Code, in accordance with its authority specified in ORC Chapter 303, as amended.
- (B) Appoint: a Zoning Inspector, Zoning Clerk, and any assistant as determined necessary; respective members and alternates of the Rural Zoning Commission (RZC); and the Board of Zoning Appeals (BZA) as prescribed in this Code per ORC Chapter 303, or as amended, and maintain accordingly.
- (C) Act to approve, deny, or modify the recommendations respectively made to the BOCC by the Warren County Regional Planning Commission (RPC) and the Rural Zoning Commission (RZC) on an amendment initiated for the Zoning Code text or map.
- (D) Review and act to approve, deny, or modify site plan applications submitted per this Code that requires BOCC approval or input in order to be implemented.
- (E) Set submittal fees for zoning permits and other zoning applications as required by this Code.
- (F) Repeal Warren County Zoning per a resolution of its own initiative or if compelled to do so in accordance with ORC Section 303.25, or as amended.

1.2023.2 Operating Rules and Records: All BOCC meetings regarding zoning matters shall be open to the public. The BOCC shall, via its Clerk, keep minutes of its meetings and record of its actions and decisions, which shall all be maintained as public record, available upon request.

1.2023.3 Action For Decision: Formal action of the BOCC is by it passing a resolution, for which the concurring vote of the majority of the Commissioners in attendance of a given meeting at which the resolution is set forth is necessary for its official action of decision on a

zoning matter which it is required to act per this Code in accordance with its authority of involvement in zoning specified in ORC Chapter 303, or as amended.

SEC 1.2034 RURAL ZONING COMMISSION (RZC)

1.2034.1 Duties and Responsibilities: The RZC is responsible for the following duties per this Zoning Code in accordance with ORC Chapter 303, or as amended, and the RZC "Rules for Organization and Operation":

- (A) Submit a zoning plan, consisting of both text and maps prepared by the Warren County Regional Planning Commission (RPC) or other preparer authorized by the Warren County Board of County Commissioners (BOCC), in recommendation to the BOCC for adoption, proposing zoning districts and accompanying regulations regarding the use and development of real estate within the County Zoning jurisdiction, or any proposed additions thereto, as promoting the best interest of the public.
- (B) Initiate and/or review all proposed amendments to this Zoning Code text and map and make recommendation to the BOCC for its decision so regarding per ORC Chapter 303 requirements.
- (C) Review and act in recommendation to the BOCC for decision on each site plan submitted per this Code that requires BOCC approval or input in order to be permitted for implementation.

1.2034.2 Member Appointments, Terms, and Removal: The RZC consists of five (5) members and two (2) alternates. All are appointed by the BOCC, with each being a resident in the unincorporated area of one of the Townships under Warren County Zoning jurisdiction. None can concurrently serve as a member of the Board of Zoning Appeals (BZA), but any may also be a member of the Warren County Regional Planning Commission (RPC). The terms of the members are established and maintained in length and arrangement so that the term of one member expires each year. Any RZC member may be removed for nonperformance of duty, misconduct in service, or other cause brought by the BOCC, upon written charges being filed with the BOCC and heard at a hearing held thereby regarding such charges, provided written notice of the hearing is given to the member so charged at least ten (10) days prior to the hearing, either personally, by registered mail, or by leaving it at the member's usual place of residence. The member sought to be removed shall be given opportunity to be heard and answer the charge(s) for removal. Any member vacancy prior to the end of a prescribed term shall be filled by another member appointed until the end of the term.

1.2034.3 Organization and Operating Rules and Records: The RZC shall organize and adopt the rules for it to operate in keeping with ORC Chapter 303, or as amended, and annually elect the Chair and Vice Chair persons from its members. All RZC meetings are to be held at the call of the RZC Chair, with notification to the rest of the members, the public, and others as necessary made by the Zoning Clerk as instructed by the Zoning Inspector. The Chair, or, if absent, the Vice Chair or acting Chair as otherwise so determined by the RZC, may call an RZC meeting to order. All RZC meetings are open to the public. The RZC shall, via the Zoning Clerk, keep minutes of its proceedings, indicating the vote of each member or if absent or failing to vote, and keep records of its examinations, actions, and public input, which shall all be maintained and available as public record in the Zoning Department office.

1.2034.4 Action In Recommendation: Official action of the RZC in recommendation to the BOCC for decision is by motion adopted by the majority of its members. One or more alternates in attendance of the RZC meeting(s) addressing a particular zoning matter of RZC concern per this Code can be called upon to sit in an official voting member(s) capacity in the event that such member cannot attend any subsequent meeting(s) requiring RZC action on the zoning matter. All information on file regarding RZC processing and action in recommendation to approve, deny, or modify a proposed amendment of the Zoning Code text or map or site plan shall be forwarded by RZC via the Zoning Clerk to the BOCC in accordance with ORC Chapter 303, or as amended.

SEC 1.2045 BOARD OF ZONING APPEALS (BZA)

1.2045.1 Duties & Responsibilities: The BZA is responsible for the following duties per ORC Chapter 303, or as amended, and the BZA "Rules for Organization and Operation":

- (A) Hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by the Zoning Inspector in the enforcement of ORC Sections 303.01 to 303.25, or as amended, or any resolution adopted pursuant thereto.
- (B) Make a determination in the event the Zoning Inspector is unable to classify a use not listed in the Code per Sec. 1.205.1 (F)
- (C) Approve or deny requests for variance from any dimensional requirement of the Zoning Code.
- (D) Approve or deny issuance of a zoning permit for a conditional use specified in this Code, in accordance with ORC Sections 303.14 or 303.141, as applicable.
- (E) Revoke any variance or conditional use if any approval condition thereof has been violated.
- (F) Approve or deny zoning permit requests for completion, restoration, reconstruction, in whole or in part, extension, or substitution of a nonconforming non-residential use or structure.
- (G) Determine if the event arises, the certain location of a zoning district boundary that is in question or dispute for purposes of regulation in accordance with this Code.

1.2045.2 Member Appointments, Terms and Removal: The BZA consists of five (5) members and two (2) alternates, appointed by the Warren County Board of Commissioners (BOCC), with each being a resident in the unincorporated area of one of the Townships under Warren County Zoning jurisdiction. None of the members can concurrently serve as a member of the Rural Zoning Commission (RZC). The terms of the members are established and maintained in length and arrangement so that the term of one member expires each year. Any BZA member may be removed for nonperformance of duty, misconduct in service, or other cause brought by the BOCC, upon written charges being filed with the BOCC and heard at a hearing held thereby regarding such charges, provided written notice of the hearing is given to the member so charged at least ten (10) days prior to the hearing, either personally, by registered mail, or by leaving it at the member's usual place of residence. The member sought to be removed shall be given opportunity to be heard and answer the charge(s) for removal. Any member vacancy prior to the end of a prescribed term shall be filled by another member appointed until the end of the term.

1.2045.3 Organization and Operating Rules and Records: The BZA shall adopt rules for it to operate pursuant to this Code per ORC Chapter 303, or as amended, and annually elect the Chair and Vice Chair persons from its members. All BZA meetings are to be held at the call of the BZA Chair, with notification to the rest of the members, the public, and others made by the Zoning Clerk as instructed by the Zoning Inspector. The Chair, or, if absent, the Vice Chair or acting Chair as otherwise determined by the BZA, may call a meeting to order, administer oaths, and compel the attendance of witnesses. All BZA meetings are open to the public. The BZA shall, via the Zoning Clerk, keep minutes of its proceedings, indicating the vote of each member or if absent or failing to vote and keep record of its examinations, actions, and public input, which shall all be maintained and available as public record in the Zoning Department office.

1.2045.4 Action For Decision: The BZA must conduct a quasi-judicial hearing on the record prior to rendering its decision on an application for the following:

(1) ~~an appeals;~~

(2) ~~variances;~~

(3) revoking an authorized variance or conditional use certificate granted for the extraction of minerals, if any condition of the variance or certificate is violated;
and,

(4) ~~or conditional use certificates, or revoking of an unauthorized variance or conditional use certificate.~~

Upon closing the hearing, the BZA may deliberate its decision off the record in private (a quasi-judicial hearing is not a meeting and is not subject to the Open Meetings Act). Upon completing deliberations, the BZA on the record must pass a motion by a majority vote of a quorum of BZA members present at the hearing whether to approve, deny or approve with conditions an application, however, the 30-day period in which a person with standing may file an administrative appeal of a BZA decision only begins to run upon the date the BZA written decision is mailed to an applicant.

SEC 1.2056 ZONING INSPECTOR: One or more Zoning Inspectors, as designated by the BOCC, along with any assistant(s) as deemed necessary, shall administer and enforce the Zoning Code.

1.2056.1 Duties & Responsibilities: The Zoning Inspector is responsible for the following duties:

- (A) Maintain the Zoning Code text and map, and the record of all amendments thereto.
- (B) Provide information regarding the Zoning Code and all related matters so involving.
- (C) Assist applicants for a zoning permit, site plan review, conditional use, variance, rezoning, or other zoning matter by explaining how to complete required applicable forms and procedures.
- (D) Review proposed subdivision plats and parcel splits submitted for approval to the Warren County RPC, or as otherwise submitted for recording not needing RPC approval, to determine compliance with the requirements of this Code.

- (E) Review zoning permit applications, ensuring compliance with the requirements of this Code, as well as any additional applicable case-specific Resolution conditions, and accordingly, either approve or deny said permit and maintain record thereof.
- (F) Determine, if the event arises, whether a proposed use not listed in this Code shall be a permitted or conditional use, based on being determined similar to one or more other uses in the Zoning Code or shall otherwise be prohibited. Such uses shall be compatible with the purpose of Zoning Code and suggestions of the Comprehensive Plan. In the event the Zoning Inspector is unable to make such a determination, the determination shall be made by the Board of Zoning Appeals in accordance with Sec. 1.204.1 (B).
- (G) Perform periodic inspections of zoning permit sites to confirm that requirements are being met.
- (H) Investigate, confirm, process, and maintain record of all zoning violations as specified in this Code. Issue written order via certified mail to the person(s) responsible for zoning violation(s), to discontinue use of any land, building or structure, and/or to stop work and/or remove any building or structure, in whole or in part, that has been found in violation of any requirement(s) of this Zoning Code, informing them of their right to appeal the order should they might otherwise object or refuse to comply with said order.
- (I) Maintain records of legal nonconforming uses, structures, and lots that existed before the effective date of this Zoning Code and update the record as necessary when applicable conditions or amendments of the zoning regulations eliminate the nonconforming status.
- (J) Forward complete applications submitted in accordance with this Code for zoning cases requiring review and recommendation and/or action in determination of approval, denial or modification to the Warren County RPC, RZC, BZA, and/or the BOCC, as required by this Zoning Code.
- (K) Schedule, provide information for, attend, and oversee RZC and BZA meetings and attend and provide information at meetings of the BOCC involving zoning matters.
- (L) Maintain public records regarding all zoning matters, inclusive of all information submitted and formal decisions made regarding each case, with assistance and instruction of the Zoning Clerk.
- (M) Make grammatical, numerical and section reference corrections to the Warren County Rural Zoning Code without such changes being subject to the review process of Section 1.304 and provided that such changes do not alter the meaning of the code.

(N) Perform other related duties as required to administer and enforce this Zoning Code.

SEC 1.2067 **ZONING CLERK:** One or more Zoning Clerk and any assistant(s) as designated necessary by the BOCC shall assist in the Zoning Inspector, the Rural Zoning Commission (RZC), and Board Of Zoning Appeals (BZA) in performing the below listed duties and responsibilities.

1.2067.1 **Duties & Responsibilities:** The Zoning Clerk is responsible for the following duties:

- (A) Submit all notices of public meetings and public hearings of any kind, as prepared and/or instructed by the Zoning Inspector, for zoning matters required by this Code in accordance with ORC Chapter 303, or as amended, to be acted upon respectively by the RZC, BZA and/or BOCC, for newspaper publication and/or for mailing to all required parties/entities and establishing and maintaining the public record in the respective case file regarding each.
- (B) Record or cause to be recorded, prepare and file the minutes of every RZC and BZA meeting in a manner determined lawfully sufficient for legal purposes required to satisfy ORC Chapter 303, or as amended.
- (C) Perform other zoning administration related duties as so directed by the zoning officials.

ARTICLE 1 ZONING RESOLUTION AUTHORITY, ADMINISTRATION, AND ENFORCEMENT

CHAPTER 3: ZONING ENFORCEMENT

SEC 1.302 ZONING PERMIT APPLICATION:

1.302.1 Applicability: A zoning permit is required for all proposed principal, accessory, and temporary use structures unless otherwise specified within this Code. An application for a zoning permit prepared in satisfaction with the requirements of Section 1.304~~2~~.2 shall be submitted to and approved by the Zoning Inspector before the owner(s) of property or the agent(s) acting in their behalf commence any change in use or places or begins to erect, construct, reconstruct, enlarge, or alter any building or other structure. Uses/development subject to Section 1.103.7 are exempt. Zoning Code compliance must be determined by the Zoning Inspector prior to issuance of a zoning permit.

1.303.3 Application Requirements: The required application form, fee, and information to accompany the site plan must satisfy the following requirements, unless the Zoning Inspector determines otherwise:

(A) Site Plan Drawing Format and Number of Copies Required:

- (1) The site plan shall be drawn to a scale specified appropriate by the Zoning Inspector. Information must be clear and legibly drawn;
- (2) ~~Eleven (11)~~ Five (5) folded copies of the site plan drawn on sheets no greater than twenty-four (24) inches by thirty-six (36) inches; and,

(C) Public Notification:

- (1) The Zoning Inspector shall post a sign, ~~stating the public process~~ advertising a public hearing and where to get additional information.
- (2) Written notice of the hearing shall be mailed by the Approving Authority, by first class mail, at least ten days before the date of the hearing to all owners of property within five hundred (500) feet from the parcel lines of each property that is the subject of the hearing, to the addresses of the owners appearing on the County Auditor's current tax list. The failure of delivery of the written notice SHALL NOT delay or postpone any such hearing and shall not invalidate any action taken at such hearing.
- (3) The Zoning Inspector shall advertise the public notice in a newspaper of general circulation.

ARTICLE 2 ZONES AND OVERLAY PROVISIONS

CHAPTER 1: ZONES AND OVERLAYS, MAP AND BOUNDARIES

SEC 2.101 ESTABLISHMENT OF ZONING DISTRICTS AND OVERLAYS: In order to carry out the purposes and provisions of this Zoning Resolution, the following zoning districts (zones) and overlays to underlying zones are applied within the Warren County Zoning Townships, as applicable:

RESIDENTIAL ZONES

- RU Rural Residential (5-acre density)
- R1A Single Family Residential (3-acre density)
- R1 Single Family Residential (2-acre density)
- R1B Single-Family Residential (1-acre density)
- R2 Two-Family Residential (1/3-acre density)
- R3 Multi-Family Residential (1/4-acre density)

COMMERCIAL BUSINESS ZONES

- B1 Neighborhood Commercial Businesses Zone
- B2 Community Commercial Businesses Zone
- B3 Regional Commercial Businesses Zone
- B4 Office Research Businesses Zone
- B5 Warehouse Depot Businesses Zone

INDUSTRIAL MANUFACTURING ZONES

- I1 Light Industrial Manufacturing Zone
- I2 General Industrial Manufacturing Zone

OTHER USE SPECIFIC ZONES

- ME Mineral Extraction Zone
- SD Solid Waste Disposal Zone
- ST Solid Waste Transition Zone
- SY Salvage Yard Zone
- AI Agricultural Zone
- PI Public Institutional Zone
- PR Public Recreation Zoning District

MIXED USE DISTRICTS

- MXU-N Mixed Use Neighborhood Zone
- MXU-C Mixed Use Center Zone
- MXU-G Mixed Use Gateway Zone

OVERLAY DISTRICTS

- GP Ground Water Protection Overlay
- SP Stream Protection Overlay
- IHO Interstate Highway Overlay District
- JEDD Interstate 71 & State Route 123 Joint Economic Development District

SEC 2.205 TABLE OF USES BY ZONING DISTRICT

Use Specific Zones shall follow the standards of the zoning district.

USE	ZONING DISTRICTS												Special Standards
	RE	R1	R2	R3	R4	R5	R6	R7	R8	R9	R10	R11	
AGRICULTURAL & RELATED USES													
Agriculture, as defined in ORC Section 303.01	E	E	E	E	E	E	E	E	E	E	E	E	N/A
Agriculture (non-exempt)	P	P	P	P	P	P	P	P	P	P	P	P	
Agricultural Research Facility	C	C	C	C	C	S	S	S	S	S	S	S	3.202
Agricultural Support Services	C	C					C	C	S	S	S	S	3.202.1
Commercial Stable (non-exempt)	C	C								S	S	S	3.202.2
<u>Agritourism</u>	S	S	S	S	S	S	S	S	S	S	S	S	3.202.3
Farm Market & Produce Stand	S	S	S	S	S	S	S	S	S	S	S	S	3.202.4
Kennel (non-exempt)	C	C				S	S	S	S	S	S	S	3.202.5
Nurseries and Greenhouses (non-exempt)	C	C	C	C	C	S	S	S	S	S	S	S	3.202.6
Winery	E	E	E	E	E	E	E	E	E	E	E	E	3.202.7
RESIDENTIAL USES													
Single Family Dwellings	P	P	P	P	P								3.203.1
Two Family Dwelling Units				P	P								3.203.1
Multiple Family Dwelling Units					P	P	P	P	P	P			3.203.2
Boarding House					C	C	C						3.203.6
Community-Based Residential Social Service Facilities													

RESIDENTIAL

Use	Zoning Districts												Code
	100	150	200	250	300	350	400	450	500	550	600	650	
Adult Family Homes (ORC Sec. 3722.01)	P	P	P	P	P								3.203.3
Adult Group Homes (ORC Sec. 3722.01)	C	C	C	P	P								3.203.3
Family Day-Care Homes, Type A (ORC Sec. 5104.01)	C	C	C	C	C	P	P	P					3.203.3
Family Day-Care Homes, Type B (ORC Sec. 5104.01)	P	P	P	P	P	P	P	P					3.203.3
Foster Homes (ORC Sec 5103.02)	P	P	P	P	P								3.203.3
Institutional Care Facilities	C	C	C	C	C	C	C						3.203.3

Home Uses

Home Occupations Class 1	P	P	P	P	P	P	P	P	P	P	P	P	3.203.4
Home Occupations Class 2	C	C	C	C	C	P	P	P	P	P	P	P	3.203.4
Secondary Dwelling Unit (on lots less than 5 acres)	C	C	C	C	C	C	C						3.203.5
Secondary Dwelling Unit (on lots 5 acres or greater)	P	P	P	P	P	P	P						

ACCESSORY USES & STRUCTURES

Detached Buildings or Other Structures	P	P	P	P	P	P	P	P	P	P	P	P	3.102
Drive Through						P	P	P	P	P	P	P	3.102.4 3.102.5
Family Cemetery	P	P	P										N/A
Solar Energy System Equipment	P	P	P	P	P	P	P	P	P	P	P	P	3.102.9 3.102.10
Wind Energy Conversion System Micro-Wind Turbine	P	P	P	P	P	P	P	P	P	P	P	P	3.102.11 3.102.12
Wind Energy Conversion Systems, Small	C	C					C	C	C	C	C	C	3.209.7(A)

TEMPORARY USES

Activity	Construction Related Activities												Fire Safety Standards
	RA	RA	RA	RA	RA	RA	RA	RA	RA	RA	RA	RA	

Construction Related Activities

Construction or Sales Office Trailer	P	P	P	P	P	P	P	P	P	P	P	P	3.204.2
Housing During Construction	P	P	P	P	P								3.204.2
On-Demand Storage Containers	P	P	P	P	P	P	P	P	P	P	P	P	3.204.3
Model Dwelling Sales Units	P	P	P	P	P								3.204.2

Activity	Events												Fire Safety Standards
	RA	RA	RA	RA	RA	RA	RA	RA	RA	RA	RA	RA	

Events

Circuses, Fairs, Carnivals, Revivals, Rodeos and Similar Uses	C	C	C	C	C	S	S	S	S	S	S	S	3.204.1
Commercial Event Tents	P	P	P	P	P	P	P	P	P	P	P	P	3.204(G)
Yard/Garage Sales, Estate Sales, and Private Auctions	P	P	P	P	P	P	P	P	P	P	P	P	3.204.4

Vehicle Parking

Commercial Vehicle Parking in Residential Districts	P	P	P	P	P								3.102.3(A) 3.104
Recreational Vehicle Parking for Habitation	P	P	P	P	P								3.102.3(B)(3) 3.102.4(B)(2)
Recreational Vehicle Parking in Residential Districts	P	P	P	P	P								3.102.3(B) 3.102.4(B)(1) & (3)

Retail Sales

Outdoor Plant, Art, Craft Sales						S	S	S					3.204
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USE CATEGORY	USE TYPE												USE TYPE
	RE	W	RCH	RE	CO	ED	HE	HE	HE	HE	HE	HE	

COMMUNITY FACILITIES & ESSENTIAL SERVICES USES

Community Facilities													
Auditoriums & Performing Arts						S	S	S	S	S			3.205.1
Churches / Places for Worship - Large Facility	C	C	C	C	C	C	C	C	C	C	C	C	3.205.1
Churches / Places for Worship - Small Facility	C	C	S	S	S	S	S	S	S	S	C	C	N/A
Civic Clubs, Civic Halls & Civic Lodges	C	C	C	C	C	S	S	S	S	S	S	S	3.205.3 3.205.3
Libraries, Museums, and Fine Arts Centers	S	S	C	C	C	S	S	S	S				3.205.1
Essential Services													
Campground	C	C											3.206.13
Cemeteries	S	S	S	S	S	S	S	S	S	S			3.205.2
Correctional Facilities													2.406
Fire & Police Station	S	S	S	S	S	S	S	S	S	S	S	S	N/A
Government Offices, including Post Offices	S	S	S	S	S	S	S	S	S	S	S	S	N/A
Health Care, Hospital, Clinic, Rehab Facility	S	S	S	S	S	S	S	S	S	S			3.205.5
Institutional Care, Substance Abuse Rehab Facility	C	C				S	S	S	S	S	S	S	3.203.3
Public Works/Road Maintenance Yards	C	C	C	C	C	C	C	S	S	S	S	S	N/A
Schools Pre-School, Elementary, Non-Elementary	C	C	C	C	C	S	S	S	S	C			3.205.4
Career Center/College, Universities	C	C	C	C	C	C	C	S	S	S	C	C	3.205.4

TELECOMMUNICATIONS

Land Use	R-1	R-2	RD	RM	NC	D	B-1	B-2	T	HC	H	S	Use Specific Study
Other Towers	P	P	P	P	P	P	P	P	P	P	P	P	3.205.6
Telecommunications Facility Small Cell Towers	P	P	P	P	P	E	E	E	E	E	E	E	3.205.7(2B)
Telecommunications Facility Towers	S	S	S	S	S	E	E	E	E	E	E	E	3.205.7(±A)
Wind Energy Conversion System, Large Wind Farms	C	C									C	C	3.209.7(B)

COMMERCIAL BUSINESS AND SERVICES USES

Automotive Repair, Service, Sales and Rentals

Automobile Body Repair Shop						C	C	C		S	S	S	3.206.2(B)
Automobile Fueling Station						C	S	S	S	S	S	S	3.206.3
Automobile General Repair						C	S	S	S	S	S	S	3.206.2(A)(B)
Automobile Oil Change, Lube, Light Service						C	S	S	S	S	S	S	3.206.2(A)
Automobile Sales							S	S		S	S		3.206.2(A)(C)
Automobile Washing Facility						C	S	S	S	S	S	S	3.206.2(A)(E)
Truck Stop							C	S		S	S	S	3.206.2(A) & 3.206.3

Entertainment and Recreation

Bar, Brewpub, Cocktail Lounge, Night Club						S	S	S	S	S			3.206.4
Casino									S	S	S	S	3.205.8(F) 3.206.16(F)
Commercial Amusement, Indoor						S	S	S	S	S			3.205.9 3.206.15
Commercial Amusement-Outdoor						C	C	C	C	C			3.205.8 3.206.16
Cinema							S	S	S	S			3.206.9

Activity	Zoning Districts												3.1. Surface Structure
	RD	RD	RD	RD	RD	RD	RD	RD	RD	RD	RD	RD	
Golf Driving Range or Miniature Golf	C					S	S	S	S	S			3.205.8(D) 3.206.16(D)
Health/Fitness Club, Gym or Spa						C	S	S	S	S			3.205.9 3.205.1(A)
Internet Sweepstakes Establishment													N/A
Race Tracks Racetracks										S	S	S	3.205.8(F) 3.206.16(F)
Sexually Oriented Businesses											C	S	3.206.11
Shooting Range						C	C	C	C	C	C	C	3.205.8
Lodging													
Bed and Breakfast	C	C	C	C	C	S	S	S	S	S			3.206.5
Country Inn	C	C											3.206.8
Hotels / Motels							S	S	S	S			3.206.7
Services													
Animal Hospital or Veterinary Clinic	C	C	C	C	C	S	S	S	S	S	S	S	3.206.1
Barber, Beauty Shop & Personal Care Salon						S	S	S	S	S			3.207.3
Commercial Service Provision	C					S	S	S	S	S	S	S	3.206
Conference-Training Center	C						S	S	S	S			3.206.12
Day Camp, Boarding Camp, Retreat Facility	C	C	C	C	C								3.206.13
Day Care Center	C	C	C	C	C	S	S	S	S	S	C	C	3.206.14 & 3.205.1 (F) (B)
Funeral Parlor, Crematory or Mortuary	C	C	C	C	C	S	S	S					3.206.6
Landscaping Service	C					P	P	P	P	P	P	P	3.206

BUSINESS	SIC CODES												Use Specific Standards
	7300	7310	7320	7330	7340	7350	7360	7370	7380	7390	7400	7410	
Laundromat and Dry Cleaner						S	S	S					3.206
Moving Truck & Trailer Rental						S	S	S		S	S		3.206
Printing or Copying Shop						S	S	S	S				3.206
Recreational Facility -- Indoor	C	C	C	C	C	S	S	S	S	S	S	S	3.206.15
Recreational Facility -- Outdoor Active	C	C	C	C	C	S	S	S	S	S	S	S	3.206.16
Recreational Facility -- Outdoor Passive	S	S	S	S	S	S	S	S	S	S	S	S	3.206.16
Self-Storage Facility							S	S		S	S	S	3.208.3
Tattoo & Body Piercing Parlor							S	S		S			3.206 & 3.207.3
Wedding Facility, Event Center	C	C				S	S	S					3.206.17
Retail													
Convenience Mart-Carry-Out Store					C	C	S	S	S	S	S	S	3.206
Farm Machinery and Small Engine Sales, Rentals & Repairs	C					S	S	S	S	S	S	S	3.206
Garden Center	C					S	S	S	S	S			3.206
Gunsmith & Firearms Dealer						C	C	C	C	C			3.206
Hardware, Home Improvement, Building Materials & Supplies Store							S	S					3.206
Large Scale Retail (Big Box) Stores							C	C		S			3.206.9
Retail Stores - General						S	S	S					3.206
Wholesale Business								C	S	S	S	S	3.206

Activity	2005-2009 Occupancy												Use Specific Number	
	05	06	07	08	09	10	11	12	13	14	15	16		
Restaurant Full Service						S	S	S	S	S			3.206.10	
Restaurant, Fast-Food						C	S	S	S	S			3.206.10	
Retail Small-Scale/Light Manufacturing						S	S	S	S	S	S	S	3.206	
Professional Office														
Administrative, Business and Professional Offices						S	S	S	S	S	S	S	3.206	
Banks and Financial Institutions						S	S	S	S	S			3.207.4	
Office with Warehousing							S	S	S	S	S	S	3.208	
Radio, TV or Other Broadcast Studio						S	S	S	S	S	S	S	N/A	
Recording Studio						S	S	S	S	S	S	S	3.207.2	
INDUSTRIAL MANUFACTURING, RESEARCH AND SUPPLY SERVICES USES														
Manufacturing														
Acid, Chemicals, Inflammable Liquids or Gases Manufacturing & Storage												C	S	3.208
Animal Rendering Fertilizer or Glue Manufacture													S	3.208
Asphalt or Concrete Batch Plant or Products Manufacturing													S	3.208
Bakery or Candy Making Facility									C	S	S	S	3.208	
Building Trusses Manufacture or Wood Milling Facility										C	S	S	3.208	
Ceramic, Glass or Similar Product Manufacture											S	S	3.208	
Cosmetics Manufacture											S	S	3.208	

NAICS Code	Manufacturing												NAICS Code
	10	20	30	40	50	60	70	80	90	00	10	20	
Electrical Device or Component Manufacture or Assembly											S	S	3.208
Explosives or Flammable Components Manufacture or Storage												S	3.208
Furniture Making, Wood Products & Upholstering										S	S	S	3.208
Heating /AC /Sheet Metal Manufacturing										S	S	S	3.208
Light Manufacturing										S	S	S	3.208
Metal Casting, Cutting, Dyeing, Milling, Plating, Punching, Rolling, Stamping or Screw Making												S	3.208
Music Instrument Novelty or Toy Manufacture										S	S	S	3.208
Pharmaceuticals Manufacture											S	S	3.208
Plastic & Rubber Products Manufacture											S	S	3.208
Pre-Made Parts & Materials Processing or Assembly									C	C	S	S	3.208
Sheet Metal & Machine Shops										S	S	S	3.208
Signs, Lighting, Outdoor Advertising & Manufacturing									C	S	S	S	3.208
Industrial Food Services Processing													
Creamery, Bottling, Ice Making or Cold Storage Plant										S	S	S	3.208
Food Production, Processing or Packaging Plant										C	S	S	3.208
Slaughterhouse and Stockyards												S	3.208
Industrial Services													

FUNCTION	ADDITIONAL SERVICES												NAICS Code	
	RC	SI	RM	AS	TE	BF	DE	EP	AE	HE	OT	SP		
Carpet/Rug Cleaning or Uniform Service Plant											S	S	S	3.208
Container / POD Storage Facility											S	S	S	3.208
Enameling, Lacquering, or Japanning													S	3.208
Industrial Printer											S	S	S	3.208
Heating/AC, Building Exterior Trim & Roofing Repair, Supply or Service Shop							S	S	S	S	S	S	S	3.208
Mover Storage Facility											S	S	S	3.208.3
Paint Mixing or Spraying Facility												S	S	3.208
Petroleum or Related Products Refining or Distributer Depot												S	S	3.208
Research and Development,							C	C	S	S	S	S	S	3.208
Truck Terminals and Distribution Facilities											S	S	S	3.208.4
Warehousing/ Depot											S	S	S	3.208.4
Welding Shop						C	C	C	C	S	S	S	S	3.208

LAND USES	ZONING DISTRICTS						Applicable Use Specific Standards
	II	IP	ME	SD	ST	S	
Batching Plant (Concrete or Asphalt)			C				3.208.1
Central Processing Facility for Solid Waste Transfer, Materials Resource Recovery and/or Recycling				S	S		3.209.6
Class I Composting Facility				S			3.209.6
Class II Composting Facility				S	S		3.209.6
Class III ** Composting Facility				S	S		3.209.6
Class IV ** Composting Facility	S	S		S	S		3.209.6
Construction and Demolition Debris Disposal Facility		S		S	S		3.209.1
Energy Recycling Plant	S	S					3.209.2
Hazardous Waste Collection Site				S	S		3.209.2
Mineral Extraction and Surface Mining			S				3.209.4
Incinerator for the Burning of Solid Wastes				S			3.209.2
Methane Recovery Facility associated with soil removal				S	S		3.209.2
Sanitary Landfill				S			3.209.6
Solid Waste Disposal Facility				S			3.209.6
Junk & Wrecked Vehicle Salvage Yard Facility						S	2.404
Motor Vehicle Impound Lot	S	S				S	3.209.3
Salvage Motor Vehicle Auction or Pool Facility						C	2.404
Recycling and Salvage Center	S	S				S	3.209.5

2.302.3 Conservation Design Option (CDO): Developments utilizing this option shall undergo the Major or Alternative Subdivision process. CDO is permitted in accordance with the following regulations:

- (A) Subject to the following subparagraphs, Conservation Design Option (CDO) need not meet the lot width requirements set forth in Section 2.302.1 (Minimum Frontage and Width) and 2.302.2 (Minimum Area Requirements).
- (B) **Minimum Lot Size:**

District	District Density (Units per acre)	Minimum Lot Size (acres)
RU	0.20	1.25
R-1A	0.33	1.25

(C) For projects within the RU zoning district, a minimum of forty percent (40%) of the total project area shall be dedicated as open space. Projects within R1A zoning district shall dedicate a minimum of thirty percent (30%) open space. The Thoroughfare Plan Right-of-Way shall be subtracted from the total project area.

(D) **Density:**

- (1) **Base Density:** The base density for a conservation option shall be determined by the following steps:
 - (a) Determine gross tract acreage, the Thoroughfare Plan Right-of-Way shall be subtracted from the gross tract acreage;
 - (b) Multiply by the zoning district density (Units Per Acre); calculate proportionally if the tract lies in two zoning districts; and,
 - (c) Multiply by 1.3 (density bonus).

SEC 2.304 BASE DENSITY/INTENSITY CALCULATIONS: The base density, intensity, and minimum buildable lot area for non-conservation option development shall be determined by the following steps:

For Major Subdivisions and Non-Residential Subdivisions:

- (A) Determine gross tract acreage;
- (B) Subtract the acreage of any rights-of-way purposes for roads, existing utilities, and Thoroughfare Plan Right of Way.

- (C) Subtract the acreage of areas within the following areas at the specified percentage:
- (1) ~~Floodway; one hundred percent (100%);~~ One hundred percent (100%) of the floodway shall be preserved or undeveloped;
 - (2) ~~Flood Fringe; fifty percent (50%);~~ Fifty percent (50%) of the flood fringe shall be preserved or undeveloped;
 - (a) ~~Fifty percent (50%) of the flood fringe shall be preserved or undeveloped.~~
 - (3) ~~Wetlands and Ponds; one hundred percent (100%);~~ One hundred percent (100%) of the wetlands and ponds shall be preserved or undeveloped; and
 - (4) ~~Slopes of Twenty-Five (25%) Percent or Greater; of forty-five percent (45%) or greater;~~ Seventy percent (70%) of slopes of twenty-five (25%) percent or greater shall be preserved or undeveloped.
~~Slope Percent = (Amount of Rise/Amount of Run) X 100.~~
- (D) For Residential Development: Multiply by the zoning district density; calculate proportionally if the tract lies in two zoning districts or for mixed use developments; or
- (E) For Non-Residential Development: Multiply by the zoning district floor area ratio (FAR).

ARTICLE 3 ZONING SUPPLEMENTAL PROVISIONS

CHAPTER 1: GENERAL PROVISIONS

SEC 3.102 ACCESSORY USES, BUILDINGS AND STRUCTURE STANDARDS:

3.102.1 Accessory Use: Accessory uses must:

- (A) Be customarily associated with and incidental, subordinate and secondary to a legally established principal permitted use and be in accordance with all requirements of this Code;
- (B) Be operated on the same lot as the principal use, unless otherwise provided.

3.102.2 Residential Accessory Buildings: Accessory buildings, including garages, shall be permitted as an accessory use to principal use buildings in any residential district in accordance with the following requirements:

- (A) The number of detached accessory buildings per lot, building height, and setbacks shall be permitted as follows:

Table 3.102-1

Lot Size	Number of Accessory Structures Greater Than 200 Sq. Ft.	Total Accessory Structures	Building Height (Feet)	Setback (Feet)
Less than or equal to 2 acres	1	2	18	10
Greater than 2 acres but less than 5 acres	2	3	25	The base setback for accessory structures (10 feet) is increased by 2 feet for each foot of height over 18 feet.
Greater than 5 acres	3	4	District Height	

- (B) Accessory buildings require a permit in compliance with Section 1.301. In addition to the requirements of that Section, the zoning permit application shall include the following:

- (1) A plot plan of the lot, premises, or parcel that illustrates the location of the proposed accessory building and all other buildings and structures on the property.
- (2) The approved or future site of the wastewater disposal system, if applicable.

(C) Special Height Exceptions:

- (1) Where unusual, problematic or special lot circumstances warrant flexibility, a waiver to the standard height requirements for accessory buildings and structures on parcels of two acres or greater is allowed by the Zoning Inspector upon consideration of the following factors:

- (a) Elevation of the parcel;

- (b) Adequate screening from the public right-of way;
 - (c) The beneficial effect of existing terrain and vegetation;
 - (d) Uses of contiguous parcels;
 - (e) The impact on the privacy of adjacent sites;
 - (f) The aesthetics and compatibility of the accessory structure; and
 - (g) The height in relationship to the height and location of the primary building.
- (2) The Zoning Inspector's determination per subsection (1) above may be appealed in accordance with the Administrative Appeal process pursuant to Section 1.310.2.
- (D) Accessory buildings less than one-hundred fifty (150) feet away from the right of way shall be located in the rear or side yard.
- (E) An accessory structure is not permitted on a lot less than three (3) acres, prior to the establishment of a principal use structure, unless the following requirements have been met:
- (1) A building permit has been issued and the footer approved for the principal use structure;
 - (2) The location of an accessory building is found acceptable in relation to the future principal structure; and
 - (3) The location of the accessory building does not interfere with the central sanitary sewer or the on-site wastewater disposal system as determined by the approving authority.
- (F) An accessory structure is permitted on lots greater than three (3) acres and less than five (5) acres prior to the establishment of the principal structure if the use is for storage of equipment, materials, supplies and vehicles which are necessary for maintaining the property, and complies with the following requirements:
- (1) One (1) accessory building with a maximum size twelve hundred (1200) square feet shall be permitted until the establishment of the principal structure shall occur.
 - (2) Minimum building setback is one hundred and fifty (150) feet from the right-of-way or required front yard setback for panhandle lots.
 - (3) The location of the accessory building does not interfere with the central sanitary sewer or the on-site wastewater disposal system as determined by the approving authority.
- (G) The total footprint of accessory buildings shall not exceed fifty percent (50%) of the footprint of the principal structure on a lot that is less than one (1) acre. On a lot greater than one (1) acre but less than two (2) acres, the total footprint of accessory buildings shall not be greater than the principal building footprint. On a lot that is greater than two

(2) acres but less than five (5) acres, the total footprint of the accessory buildings shall not exceed two (2) times the footprint of the principal building.

(H) All accessory buildings shall meet the following setback requirements:

- (1) Accessory buildings shall be set back a minimum of ten (10) feet from rear and side property lines.
- (2) Accessory buildings shall be set back a minimum of ten (10) feet from a principal building.

(I) In platted subdivisions, any accessory building used for containing animals shall also be subject to the requirements specified in Section 3.101.

(J) Accessory buildings must be anchored per the building code or if less than two hundred (200) square feet then must be anchored on all four (4) corners with screw-type or post-in concrete-type of anchor.

(K) A transportation vehicle without wheels; shipping containers; railroad cars; truck vans, bus bodies, vehicles and similar prefabricated items and structures originally built for purposes other than the storage of goods and materials are not permitted to be used as accessory buildings on property zoned residential or on property the primary use of which is residential.

Notwithstanding the provisions set forth above, the temporary placement of shipping containers on residentially zoned properties, or on properties the primary use of which are residential, for the limited purpose of loading and unloading household contents shall be permitted for thirty (30) days within twelve (12) month period and may be extended by the Zoning Inspector up to thirty (30) additional days, shall not be used as an accessory structure.

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3.102.4 Commercial and Recreational Vehicle Parking in Residential Districts: Parking of commercial and recreational vehicles are limited to the side and rear yards in all residential districts. Such vehicles shall be located on a dust free driveway typical of the neighborhood and, shall comply with the requirements of Section 3.104. Commercial and Recreational Vehicles are subject to the following:

(A) **Commercial Vehicles:**

- (1) One (1) commercial vehicle not exceeding eight (8) tons (sixteen thousand/16,000 pounds) gross vehicle weight may be parked in an unenclosed area.
- (2) One (1) additional vehicle may be parked if placed in an enclosed building operated by a resident of the property and located on a site greater than five (5) acres.
- (3) One (1) commercial vehicle connected to a trailer not exceeding eight (8) tons (sixteen thousand/16,000 pounds) gross combined vehicle weight may be parked in any unenclosed area.

(B) **Recreational Vehicles:**

(1) Recreational vehicles for the purpose of storage on a lot with a primary residential structure and not for purpose of habitation are subject to the following:

- (a) Permitted in all residential districts
- (b) A maximum of two (2) recreational vehicles are permitted in the rear and side yards. Any additional recreational vehicles must be stored in an enclosed building. Lots of five (5) acres or more are exempt from this standard provided the vehicles are not visible from the public right-of-way.

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(2) Recreational vehicles for the purpose of habitation are subject to the following:

- (a) The use is prohibited in all residential districts, except for the purpose of providing temporary visits for a period lasting not more than seven (7) days and exceeding two (2) times in twelve (12) months.
- (b) May be used in accordance with Section 3.204.2(B) (1-3) Construction Related Activities.
- (c) Shall not to be connected to any public utilities or on-site septic system.

(3) Parking or storage of recreational vehicles, boats, utility trailers or similar items is prohibited within the front yard, except for loading and unloading which does not exceed forty-eight (48) hours.

3.103.4 Projections into Required Yards: Concrete or paver p Patios, porches, or decks that are under 18 inches in height shall be set back a minimum ten (10) feet from adjacent property lines and do not require a zoning permit.

ARTICLE 3 ZONING SUPPLEMENTAL PROVISIONS

CHAPTER 2: USE SPECIFIC STANDARDS AND REQUIREMENTS

SEC. 3.203 RESIDENTIAL USES STANDARDS AND REQUIREMENTS

3.203.1 Principal Building per Single or Two Families Residential Lot:

Only one principal building/use, residential or non-residential, is permitted per lot. For purposes of this section, outdoor advertising (billboards) shall not be considered a principal building/use.

3.203.2 Multiple-Family:

(A) All Development:

(1) Architectural Details:

- (a) When located adjacent to single-family dwellings and visible from a public right-of way, the design and appearance of multiple-family dwellings must have similar massing, height, roof pitch, and architectural features, including front porches, cornice lines, horizontal lines of windows, and architectural embellishments such as, but not limited to, shutters, dormers, belvederes, etc., to create the appearance of single-family dwellings.
- (b) Walls visible from a public right-of-way shall include windows and architectural features similar to the front façade of the building, including, but not limited to, awnings, cornice work, bay windows, edge detailing, or other decorative finish materials.
- (c) All buildings shall have pitched roofs, which may include functional dormer windows and varying lines.

(2) Parking: Parking or storage of recreational vehicles, boats, utility trailers, or similar items is prohibited within the front yard.

(3) Pedestrian Circulation: Pathways shall be provided from parking areas, public sidewalks, and recreation areas.

(4) Maximum Number of Units per Structure: Twelve (12), excluding mixed use buildings.

(5) Site Design: Site designs should create a sense of "community" which may include:

- (a) Buildings sited with front entrances and porches oriented toward streets, drives, and plazas, rather than clustered around parking lots.
- (b) Parking lots located behind buildings or screened from view from internal streets, unless it is deemed appropriate to use a parking lot as a buffer from an arterial street.
- (c) Centrally located plazas, clubhouses, pools, and recreational facilities.

(6) Building Design: Buildings shall be designed to the following standards:

- (a) Porches, varied rooflines, varied façade depths, or elements that create variety and interest.
- (b) Windows and projecting wall surfaces that prevent larger blank wall surfaces and provide visibility of the street and other public spaces.
- (c) Garages that are integrated with the building or sited so as to avoid long rows of garage doors.
- (d) Garages shall be oriented so that they do not visually dominate the building façade or the streetscape.

(B) Conversion of Single-Family to Two-Family and Multi-Family Dwellings:

- (1) **General:** A residence may not be converted to accommodate an increased number of dwelling units unless it meets the use, density, and development standards of the district. Conversions shall comply with all other relevant Code requirements.
- (2) **Exterior Alterations:** Conversions completed in accordance with these provisions shall not result in any exterior additions to the structure. New building entrances shall be to the rear or side of the structure.
- (3) **Minimum Unit Size:** Six hundred (600) square feet - this standard supersedes the district standard.
- (4) **Off-Street Parking:**
 - (a) Amount Converted residential buildings shall provide at least one (1) off-street parking space per dwelling unit, but no more than three (3) spaces per dwelling unit may be provided.
 - (b) Location: Additional off-street parking spaces shall be located to the rear or side of the structure.

(C) Upper Story Residential:

- (1) **Permitted Uses:** Residential uses shall be allowed as a Permitted Use in all commercial zoning districts, provided that they are:
 - (a) In mixed use buildings; and,
 - (b) Located above the ground floor.
- (2) **Intensity:** Upper-story residential units are not factored into the intensity calculations of a site.

3.203.3 Shipping Containers:

The use of a shipping container as a primary or accessory residential unit is prohibited.

3.203.34 Community-Based Residential Social Service Facilities: This sub-section applies to Adult Group Homes, Family Daycare Types A, and Institutional Care Facilities.

(A) Adult Group Homes and Institutional Care Facilities:

(1) **Submission Requirements:**

- (a) A statement justifying the need and location of the facility.
- (b) A map that depicts community facilities and/or services pertinent to the proposed use, e.g. fire stations, parks, libraries, community centers, shopping complexes, or major thoroughfares.
- (c) A license or a statement documenting the ability to obtain a license prior to the issuance of a certificate of occupancy.
- (d) An illustration of typical floor plans.
- (e) A community impact statement that addresses the facility's design, operation and maintenance, compatibility, noise, traffic, and lighting.
- (f) A detailed plan for services and programs.

(2) **Facility Requirements:**

- (a) **Compatibility:** Exterior alterations and new structures shall be compatible with the residential character of the neighborhood.
- (b) **Off-Street Parking:** One space per every three (3) persons, except for facilities that prohibit clients from operating automobiles.

(3) **Institutional Care Facilities:**

(a) **All Zoning Districts:**

1. **Landscaping and Screening:** Buffer Type D along with two (2) shrubs per ten (10) linear feet shall be provided along the side and rear lot lines.
2. **Maximum Building Footprint:** Twenty percent (20%) of the gross site area.
3. **Minimum Lot Size:** Five (5) acres.

(b) **Residential Zoning Districts:** Institutional Care Facilities are permitted within residential districts if it is demonstrated that:

1. Access to the use is provided by a road that is classified as collector or greater in capacity;
2. Within the R-1B, R-2, and R-3 districts the buildings are residential in character; and,
3. No exterior signage is utilized for accessory commercial uses.

(B) **Family Day-Care Homes, Type A (Seven/7 to Twelve/12 persons):**

- (1) **Hours of Operation:** Maximum of sixteen (16) hours per day and daily operations shall terminate no later than 10:00 p.m.

- (2) **Play Area:** A fenced and contiguous outdoor play area shall be provided in the rear or side yard and shall be subject to Section 5104.01 of the Ohio Revised Code. Outdoor play areas shall:
 - (a) Be completely enclosed by a fence that is at least three-and-one-half (3 ½) feet in height;
 - (b) Be safely segregated from parking, loading, or service areas; and,
 - (c) Not be operated for outdoor play activities after 8:00 p.m.

3.203.45 Home Uses:

- (A) **Home Occupations:** This sub-section allows limited business uses as a home occupation. There are two (2) classifications of home occupations — Class 1 and Class 2. Class 2 allows for greater intensity.
 - (1) **All Uses:** A home occupation shall be permitted within the principal dwelling unit, provided that:
 - (a) The use is clearly incidental and subordinate to the principal residential use;
 - (b) The use is compatible with other uses, maintains and preserves the character of the neighborhood, and does not create a nuisance or detract from residential function and tranquility;
 - (c) The use does not produce offensive noise, vibration, smoke, dust, odors, lighting, electrical interference, radioactive emission, environmental pollution, or other nuisances;
 - (d) The use does not exhibit exterior indication of its presence or any variation from residential appearance, except for a sign as permitted per (h);
 - (e) **Display of Goods:** No commercial display of materials, merchandise, goods, or equipment is visible from public rights-of-way or surrounding properties;
 - (f) **Operating Hours:** Client visits and the delivery of merchandise are restricted to no earlier than 8:00 a.m. and no later than 8:00 p.m. daily, except on Sundays, which are restricted from noon to 6:00 p.m.;
 - (g) **Sales:** Only products or services generated by the home occupation shall be offered for sale. In addition, incidental retail sales are allowed in connection with a permitted home business (for example, a beautician may sell hair products to customers). No outdoor display of products for sale is permitted;
 - (h) **Signage:** Signage is limited to one (1) non-illuminated nameplate sign for identification purposes, not greater than four (4) square feet in area, mounted on the front face or driveway lamppost of the dwelling;
 - (i) **Truck Traffic:** The use does not require the delivery or shipment of materials, merchandise, goods, or equipment by other than passenger motor vehicles and small parcel delivery services; and,

- (j) Vehicles: The use does not have more than one vehicle or trailer which is identified by a sign, logo, or emblem of the occupation, business, or activity that is visible from adjoining property or public rights-of-way.

(2) Class 1: The following illustrates examples of permitted uses:

- | | |
|--|---|
| 1. Accountant | 27. Insurance agent |
| 2. Architect | 28. Journalist |
| 3. Baker | 29. Land developer |
| 4. Barber | 30. Landscape designer |
| 5. Beauticians | 31. Lawyer |
| 6. Builder | 32. Manicurist |
| 7. Caterer | 33. Manufacturer representative |
| 8. Cabinet making | 34. Masseuse |
| 9. Chauffeur | 35. Pedicurist |
| 10. Cleaning service | 36. Pet groomer |
| 11. Construction contractor | 37. Plumber |
| 12. Contract manager | 38. Professional Office |
| 13. Counselor | 39. Psychologist |
| 14. Dentist | 40. Publisher |
| 15. Doctor | 41. Realtor |
| 16. Draftsperson | 42. Repair service for watches and clocks, small appliances, computers, electronic devices, gunsmith, jewelry, etc |
| 17. Editor | 43. Salesperson |
| 18. Electrician | 44. Surveyor |
| 19. Engineer | 45. Telecommuter or telemarketer |
| 20. Florist | 46. Therapist |
| 21. Financial/investment broker | 47. Travel agent |
| 22. Graphic designer | 48. Workshop for a dressmaker, seamstress, tailor, weaver, or other like craft or service, such as for lapidary, jewelry making, welding, pottery, toy-making, and wood-working |
| 23. Gun dealer (no on-site retail sales), | 49. Writer |
| 24. Hair stylist | |
| 25. HVAC installer | |
| 26. Instructor for arts, crafts, cooking, dancing, fitness, music, tutoring, and design including studios and workshops for an artist, sculptor, musician, and photographers, etc. | |

(a) Development Standards:

1. **Accessory Storage Structure:** The storage area dedicated to the home occupation use does not exceed two hundred (200) square feet in gross area.
2. **Advertising:** The use shall not be advertised in a manner that invites the public to the use.
3. **Alteration:** No alteration is made to accommodate the home occupation that changes the residential character;

4. **Customer Visits:** Ten (10) or less per day and not more than two (2) at the same time.
5. **Floor Area:** The area used for the home occupation does not exceed twenty percent (20%) of the gross floor area within the principal dwelling unit or one room, whichever is greater.
6. **Outdoor Storage:** The home occupation shall not use outdoor storage or detached structures.
7. **Work Force:** The home occupation is managed and owned by a person who resides in the dwelling unit and employs only family members living in the unit and one (1) non-resident of the household as on-site employees. There is no limit as to the number of persons employed off-site by the home occupation.

(3) **Class 2:** The following illustrates examples of permitted uses:

(a) **Conditional Permitted Uses:**

- | | |
|--------------------------------------|---|
| 1. All Class 1 uses | 11. Machine and/or Mold Making Shop |
| 2. Automotive Repair | 12. Mechanical, Electrical, HVAC, Plumbing Service Contractor |
| 3. Blacksmithing | 13. Mulch and Topsoil Service Contractor |
| 4. Catering | 14. Other similar business as determined by the BZA |
| 5. Cabinet Maker Service | 15. Small Wood Products Maker |
| 6. Construction Contractor | 16. Upholstery Service Shop |
| 7. Excavation Contractor | 17. Tractor Trailer Operator |
| 8. Furniture Maker and Repair | 18. Vending off-site Service and Equipment Provider |
| 9. Landscaping Contractor | 19. Welder Service Shop |
| 10. Lawn and Garden Equipment Repair | 20. Well Drilling Service Contractor |

(b) **Development Standards:**

1. **Business Area:** Permitted within the principal residence and/or an accessory structure.
2. **Lighting:** Subject to the non-residential lighting standards of Article 3, Chapter 5.
3. **Minimum Site Size:** Five (5) acres or as approved by the BZA.
4. **Parking & Loading Spaces:** Off-street parking shall be provided to accommodate the anticipated number of customers and deliveries. Parking and loading spaces shall be screened by evergreen landscaping or a solid fence or wall sufficient in height to block the view of the vehicles in those spaces from surrounding residential zoned or used properties.
5. **Work Force:** The home occupation is owner operated and employs only family members living in the unit and not more than two (2) non-

resident employees on-site. There is no limit as to the number of persons employed off-site.

6. **Accessory Structure Setbacks:** Accessory structures shall be located at least two hundred (200) feet from an offsite principal structure and a minimum of one hundred (100) feet from the property line. The BZA may reduce this requirement if additional screening is proposed.

7. **Tractor Trailer Operator:**

- a. One tractor trailer per occupant with a maximum of three (3);
- b. Limited to one tractor trailer outside of a completely enclosed structure; and,
- c. Requires a Buffer Type D adjacent to surrounding principal structures.

8. **Motor Vehicle and Small Engine Repairs:**

- a. Limited to a total of six (6) motor vehicles at any time;
- b. All repairs shall be conducted indoors;
- c. Motor vehicle painting is prohibited;
- d. All motor vehicles awaiting repairs shall be stored in a completely enclosed structure or within a completely screened area;
- e. Bay doors shall be oriented away from public rights-of-way; and,
- f. Requires a Buffer Type D adjacent to surrounding principal structures.

9. **Retail Sales:** Retail sales will only be permitted on items which are customarily associated with the home occupation as approved by the BZA

(c) **Prohibited Home Occupations:** The following business uses and activities are prohibited as home occupations:

1. Medical and dental clinics and hospitals.
2. Restaurants or any other eating and/or drinking establishment.
3. Undertaking and funeral parlor.
4. Adult Entertainment or Sexually Oriented Businesses.
5. Motor vehicle towing, storage, and salvage business.
6. Veterinarian with boarding and or surgical services.
7. Motor vehicle painting.
8. On site, store front retail as a primary use.

(4) **Permit Issuance and Maintenance:** Home occupations require a zoning permit issued in accordance with requirements of Section 1.301.

3.203.56 **Secondary Dwelling Units:**

(A) **Standards:** A secondary dwelling unit shall only be allowed in accordance with the following provisions:

- (1) The secondary dwelling unit is located entirely within the principal structure or is a detached accessory structure subject to the following provisions. Detached Secondary Dwelling Units shall meet the district setbacks standards for a primary

structure. Detached Accessory Dwelling Units shall be located in the rear or side yard of the primary dwelling unless located greater than 150ft from the road right of way. Detached Accessory Dwelling Units located greater than 150ft from the road right of way are permitted within the front yard of the primary dwelling unit.

- (2) When a secondary dwelling unit is within the principal structure, access points (i.e. all door entrances including garage doors) serving the secondary dwelling unit shall not be located on the front façade of the structure. An exception is made for garage doors which are attached to the principal structure and located adjacent to another garage door serving the primary dwelling unit.
- (3) When a secondary dwelling unit is a standalone structure or an addition to the principal structure, it must be architecturally similar (excluding exterior building materials) to the principal structure.
- (4) The secondary dwelling unit shares the same address and utility bill as the primary dwelling unit.
- (5) Off-street parking is sufficient to accommodate all occupants of both the primary dwelling unit and secondary dwelling unit.
- (6) The secondary dwelling unit's maximum living space shall be fifty (50) percent of the total living space of the primary dwelling unit, but at no time shall exceed fifteen hundred (1,500) square feet of living space.

3.203.6-7 Boarding House: A residential dwelling is permitted to let or sublet up to three (3) sleeping rooms, in conjunction with the two and multiple family residential standards, excluding Section 3.203.2(A)(4).

- (A) **Conditions of Approval:** A boarding house shall only be approved in specific zoning districts as stated in Section 2.205, and in accordance with the following standards.
 - (1) The owner or the manager shall reside on site
 - (2) Sleeping rooms shall not constitute as a "dwelling unit".
 - (3) Sleeping rooms are to be used as a primary residence and are let or sublet for a period of thirty (30) days or more.
 - (4) Sleeping rooms may not have cooking facilities.
 - (5) The structure includes a common entrance, shared utilities, and is limited to one kitchen facility.
 - (6) The shared kitchen is accessible to all occupants.
 - (7) Parking must comply with multi-family standards, as stated in Table 3.307-1.
 - (8) The facility does not accommodate overnight stays by paying transient guests.
 - (9) Meals are not served to the general public.
- (B) **Prohibited Uses:** A boarding house is not to be used as a hotel, motel, inn, dormitory, or convalescent home, nursing home, or group home.
- (C) Individuals living together as a single housing unit does not constitute a boarding house.

3.204.2 Construction-Related Activities:

- (A) **General:** Temporary construction-related activities, including construction and sales office buildings may occur on the same site as the construction activity or a nearby site by obtaining a permit. Such uses shall be removed within thirty (30) days after issuance of the last certificate of occupancy for the development.
- (B) **Residential Construction:** Temporary housing, including but not limited to, a ~~manufactured home~~ **Manufactured Home, Not Permanently-Sited**, or RV may be permitted in all residential districts in accordance with the following requirements:
 - (1) **Timing of Approval:** The temporary housing unit may not be placed on the property prior to the issuance of a building permit for the permanent residence, the approval of the foundation, the approval of a curb cut, and health department permit.
 - (2) **Renovation and Remodeling:** The temporary housing unit may be occupied on site during renovation or remodeling of the principal structure. Upon completion of the renovation or remodeling, if the temporary housing unit is an RV, the RV may remain on the site, but it shall comply with the storage requirements of Section 3.102.3 within 30 days of the date of the last final inspection. In no case shall the primary residential structure and the temporary housing unit be occupied at the same time. A manufactured home may not be stored on the site upon completion of the renovation or remodeling.
 - (3) **Occupancy Limitations:** The temporary housing unit may be occupied for a period of six (6) months and an additional six (6) month period may be approved by the Warren County Zoning Department if construction progress has occurred. In no case shall the unit be occupied for more than one (1) calendar year.
 - (4) **Deposit:** A refundable deposit in accordance with the provisions of Section 1.310 (Fees) shall be made with the Zoning Inspector. If necessary, the deposit may be used by the County to defray the cost of removing the unit.

3.206.15 Recreation Facility — Indoor: This use shall be:

- (A) At least one hundred (100) feet from any residential property line; and
- (B) The ~~appropriate approving~~ authority shall evaluate noise impact.
- (C) Sound mitigation is required on the interior of the buildings on:

(1) lots that are less than (10) acres; and

(2) lots that are 10 acres or greater, if determined necessary by the BZA, based on the site's topography and landscaping; building orientation; building location; and the proximity of off-site land uses.

3.206.17 Wedding Facility, Event Center:

- (A) **Site Plan:** The application shall include a detailed site plan, description of all uses, an exhibit map showing the location and distance of the facility to single family and other

housing types and shall comply with the standards set forth under this section. All temporary structures such as tents, stages and dance floors shall abide by all setbacks, and their use area must be identified on the site plan. The application shall also include strategies to mitigate the noise impacts that would be generated by the facility. A parking analysis shall be provided at the time of submittal demonstrating that adequate parking is accounted for in the plans.

- (B) **Minimum Lot Size:**
 - (1) Residential Zoning Districts: Ten (10) acres
 - (2) Commercial Zoning Districts: Two (2) acres
- (C) **Minimum Setbacks from Residential:** All structures, parking lots, and outdoor use areas shall be a minimum of 100 feet from the property lines of all residential zoning districts and uses.
- (D) **Landscaping:** A landscaped buffer is required along the property boundaries adjacent to existing residential uses. The quantity of trees and landscaping required shall be equivalent to a Buffer Type D, and may require additional buffering based on the Approving Authority's evaluation of the design effectiveness of landscaping/structures to screen and mitigate negative visual impacts. The Approving Authority may require additional buffers along property boundaries other than those of existing residential uses.
- (E) **Design:** The use will be designed, constructed, operated and maintained so as to be harmonious and appropriate with the prevailing existing or intended character of the general vicinity.
- (F) **Maximum Occupancy:** The primary event facility shall not exceed 300 persons for conditional use allowance within residential districts. There shall be no maximum occupancy in commercial districts.
- (G) **Event Duration:** The duration of an event shall not exceed 12 hours per day, and the hours of operation shall be set by the Approving Authority.
- (H) **Sounds:** There shall be no outside amplified music or amplified music within temporary structures and tents – except for music performed during a wedding ceremony within residential districts. This provision does not apply within commercial districts. Sound mitigation is required on the interior of the buildings.
- (I) **Signage and Lighting:** All signage shall comply with Article 3, Chapter 6 and all lighting shall comply with Article 3, Chapter 5 of the Warren County Rural Zoning Code.
- (J) **Operations:** Events may occur entirely within a structure, outside of a structure, or both inside and outside a structure.
- (K) **Fire and EMS:** Adequate ingress and egress and circulation for emergency vehicles, and other factors to ensure public safety, to the satisfaction of the Township Fire Department.
- (L) **Traffic Circulation:** The use shall be conditional upon the approval of the following by the Warren County Engineer's Office:

- (1) Access conforming to the Warren County Engineer's Office access management regulations.
- (2) Site design that ensures the orderly and safe arrival, parking, and departure of all vehicles.
- (3) A traffic impact study, if deemed necessary by the Warren County Engineer's Office.
- (4) Facilities with an occupancy greater than 100 people, are limited to access from an arterial or collector road but may also take access from a local road that is not more than five hundred (500) feet, or one (1) lot away, from an arterial or collector road, subject to the Engineer's Office/ODOT approval.

Table 3.307-1 Required Number of Off-Street Parking Spaces

Use	Minimum Spaces Required
Residential and Residential Based Uses	
Single-and Two-Family Dwellings	2 per dwelling unit, exclusive of garage spaces
Multi-Family Dwellings, One- & Two-Bedroom	1.5 per dwelling unit plus 0.2 per unit for guest space
Multi-Family Dwellings, Three or More Bedrooms	2.0 per dwelling unit plus 0.2 per unit for guest space
Assisted Living Facilities	0.5 per dwelling unit
Family & Group Day Care Homes	1.5 per on-duty caregiver based upon maximum employment shift, plus required spaces for the dwelling.
Institutional Care	1 per 6 residents, plus 1 per on-duty employee based upon maximum employment shift
Civic, Institutional and Government Uses	
Assembly Halls, Churches/ Places of Worship, Auditoriums, Performing Arts Theaters, Halls for Civic Clubs & Membership Organizations	1 per 4 seats in room with greatest seating capacity or 1 per 40 square feet in largest assembly area without fixed seating
Government Offices, Excluding Post Offices	1 per 350 square feet
Hospital, Health Clinics, and Rehabilitation Facilities	2 per bed
Libraries, Museums, and Fine Art Centers	1 per 450 square feet
Post Offices	1 per 150 square feet
Educational Institutions	
High Schools and Colleges	0.4 per school population (students, faculty, and staff)
Schools, Elementary & Secondary	1.5 per teacher, employee and administrator, plus any required spaces for accessory uses, such as assembly halls
Recreational & Entertainment Uses	
Athletic Field	20 spaces per field
Bowling Alley	4 for each alley
Cinemas	1 per 4 seats

Use	Minimum Spaces Required
Commercial Amusement –Indoor	1 for each 5 people allowed within the maximum occupancy load as established by the fire marshal
Commercial Amusement Park –Outdoor	As determined at Site Plan Review
Golf Course	5.0 per hole
Golf Driving Range	1.5 per tee
Health/Fitness Clubs, Gyms and Spas	1 per 300 square feet
Ice or Roller-Skating Rink	1 per 250 square feet
Miniature Golf	2 per hole
Recreation Indoor/Outdoor	As determined at Site Plan Review
Stadium, Sports, Arena, or Racetrack	1 per 12 feet of bench seating or 1 per 8 seats
Swimming Pool, Public	1 per 125 square feet of surface water area
Tennis or Racquet Ball Court	4 per court
Retail, Commercial Business Uses	
Farm Market and Produce Stand	1 per 350 square feet of usable floor area
Furniture and Home Furnishing Store	1 per 800 square feet
Hardware or Home Improvement Store	1 per 550 square feet
Nursery or Garden Center	1 per 300 square feet plus 1 per 1,500 square feet of outdoor sales or display area
Open Air Sales	1 per 250 square feet of indoor floor space plus 1 per 500 square feet of outdoor sales or display area
Restaurant, Bars, Tavern, or Pub	1 per 150 square feet
Retail Stores and Commercial Business & Services	1 per 300 square feet
Video Rental Establishments	1 per 450 square feet
Wedding Facility, Event Center	Parking Analysis, as required by Sec 3.206.17(L).
Commercial Services and Personal Service Uses	
Animal Hospital or Veterinary Clinic, Kennels	1 per 450 square feet
Barber, Beauty Shop, and Nail Care	2.5 per service chair or station
Child Care or Adult Day Care Centers	1 per 750 square feet
Funeral Parlor, Crematory or Mortuaries	1 per 75 square feet of parlor or chapel space
Laundromat and Dry Cleaning, Print Shops,	1 per 400 square feet
Self-Storage Facility	1 per 80 storage units
Office Uses	
Administrative, Business, and Professional Offices	1 per 400 square feet
Banking and Financial Institutions	1 per 400 square feet & 3 per Automated Teller Machine
Medical Offices and Clinics, Massage Therapists	1 per 300 square feet
Automotive Sales, Repair and Service Uses	
Automobile Fueling Stations	1 per 350 square feet plus 2 spaces per fuel pump
Automobile General Repair	1 per 250 square feet of office space plus 2 per service bay
Automobile Parts Store	1 per 500 square feet

Use	Minimum Spaces Required
Automobile Sales	1 per 400 square feet of showroom & office space plus 2 per service bay
Automobile and Truck Washing Facility	3 stacking spaces for each wash lane plus 2 drying spaces per lane
Lodging	
Bed and Breakfast	2 for the owner-operator plus 1 per guest room
Hotel, Motel, Country Inn	1.2 per lodging unit, plus 1 per each 150 square feet of banquet, assembly, meeting, or restaurant seating area
Industrial	
Industrial establishment including manufacturing, research and testing laboratories, printing shops, industrial services, wholesale, Warehousing, manufacturing and distribution, and agricultural research.	1 for each employee computed on the basis of the greatest number of persons to be present at any one period during the day or night
Telecommunications Towers and Facilities	1
Adult Uses	
Sexually Oriented Businesses	1 per 300 square feet

SEC 3.309 **ADMINISTRATIVE VARIANCES:** The Zoning Inspector may allow non-residential parking at a rate of up to ~~twenty-five percent (20%)~~ (5%) above or up to ~~twenty percent (20%)~~ below the required amount as specified in the Table 3.307-1, unless otherwise provided, in this Zoning Code, on an individual basis based upon the scale and impacts of the request, for good cause shown. The applicant shall make such request in writing, which shall include documentation from an acceptable industry publication (i.e., Institute of Transportation Engineers, Urban Land Institute, American Planning Association, etc.) or by a study prepared by a professional qualified to document parking requirements. Single family and two-family parking may be increased by the Zoning Inspector.

- (A) In approving administrative variances that reduce the parking requirements established in Table 3.307-1, the Zoning Inspector may, as a condition of approval, require an area to be reserved or set-aside future for parking. Such areas shall be shown be illustrated on the site plan and documented as "reserved parking for future use."
- (B) The approval of an administrative variances that increases the parking requirements established in Table 3.307-1 requires, at a minimum one of the following:
 - (1) An additional five percent (5%) of the parking lot landscaping in accordance with Section 3.406 (B) (Landscaping and Screening for Parking and Loading Areas);
 - (2) A continuous pedestrian walkway that links the parking lot area to the main building entrance; or,
 - (3) The implementation of a Low Impact Development (stormwater) technique, post-construction that is not otherwise required by the Ohio Environmental Protection Agency and/or the Warren County Soil and Water Conservation District.
- (C) Additional parking spaces allowed through an administrative variance shall be constructed of permeable pavers, porous concrete, or semi-permeable surface with proper under-drainage.

ARTICLE 3

CHAPTER 6: SIGNAGE STANDARDS AND REQUIREMENTS

- SEC 3.601 **PURPOSE:** The purpose of this Chapter is to regulate and encourage the orderly development of signs while recognizing the need for adequate business identification, informational and advertising communication, and the value of visual attractiveness. The purpose of this Chapter is intended to:
- (A) Promote and maintain visually attractive residential, retail, commercial, and mixed-use districts free from signage clutter.
 - (B) Complement the scenic and natural beauty of communities and the countryside.
 - (C) Encourage sign design and placement that minimizes distraction and confusion.
 - (D) Establish review procedures to evaluate the appropriateness of signs.
- SEC 3.602 **APPLICABILITY:** Unless expressly exempted, no exterior or window signage shall be erected, constructed, enlarged, expanded, structurally altered, relocated, modified (excluding the sign face of changeable copy and LED signs), or reconstructed unless a zoning permit and building/electrical permit evidencing the compliance of such sign with the provisions of this Chapter have been issued by the Zoning Inspector. Repainting, replacement of parts and preventative maintenance do not require a permit.
- SEC 3.603 **STATE PERMIT:** In addition to the zoning permit required pursuant to this Chapter, a state permit issued by the State Director of Transportation may be required prior to the issuance of any zoning permit for outdoor advertising signs located within six hundred sixty (660) feet of streets that are part of the interstate or primary highway systems.
- SEC 3.604 **APPLICATION REQUIREMENTS:** An application for permit shall be in accordance with Section 1.302 and include the following information:
- (A) Position of the sign in relation to nearby buildings, structures, and property lines.
 - (B) Plans illustrating dimensions, materials, method of construction and attachment or placement.
- SEC 3.605 **REVIEW PROCEDURES:** The zoning permit for a sign is subject to Zoning Inspector approval in accordance with Article 3, Chapter 6. The review of signs submitted in conjunction with a development requiring site plan shall be in accordance with Section 1.303.

SEC 3.606 **Signage Types:**

Figure 3.606-1: Signage Examples

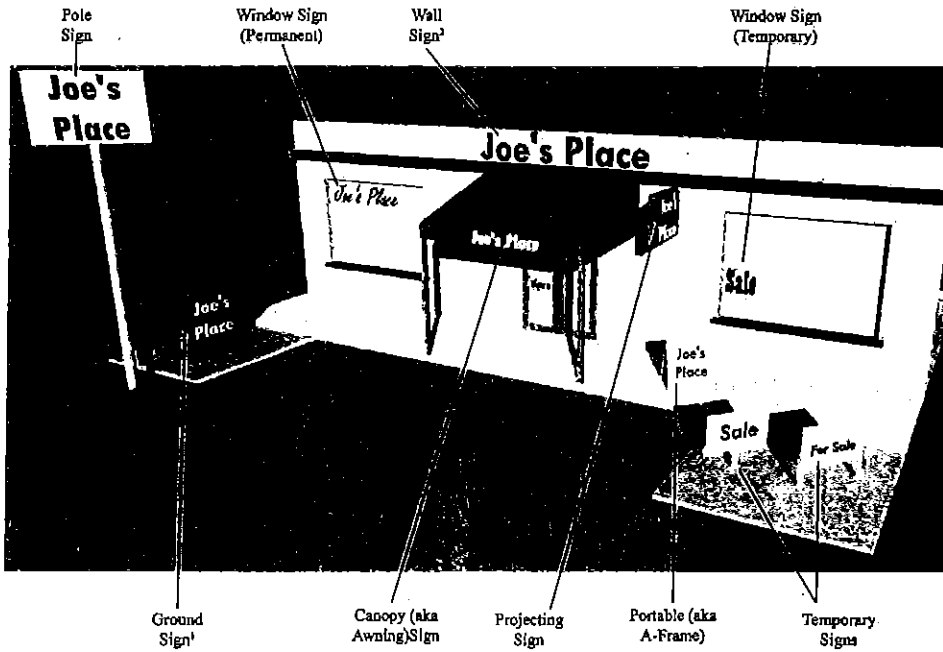


Figure 3.606-2: Examples of Ground Signs

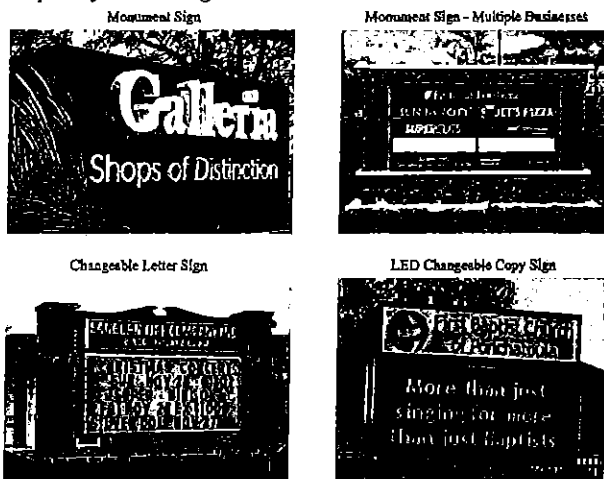


Figure 3.606-3: Example of a Gateway Pole Sign

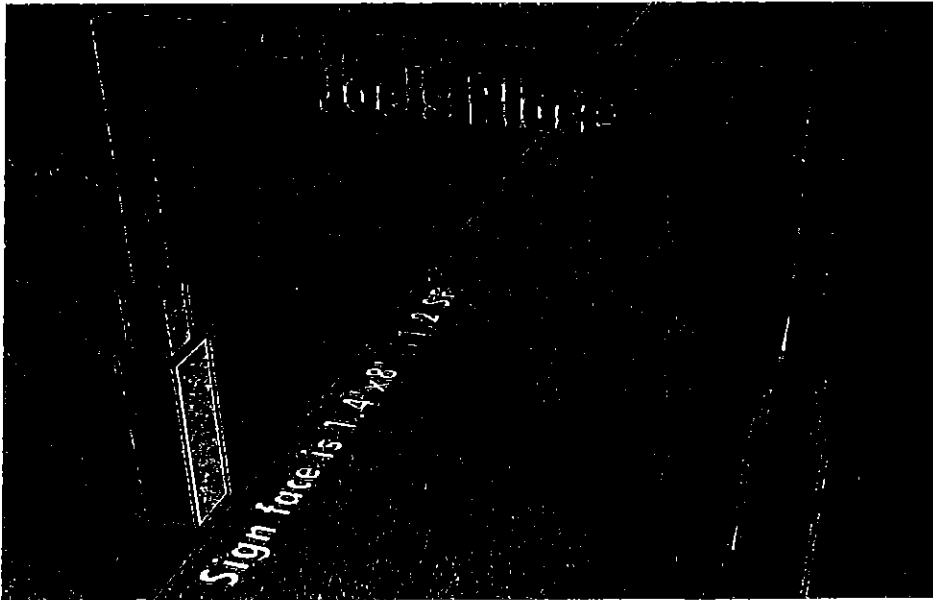
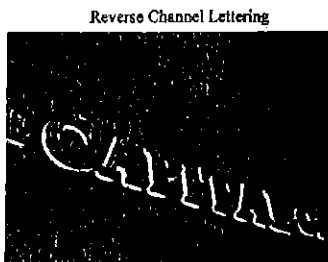
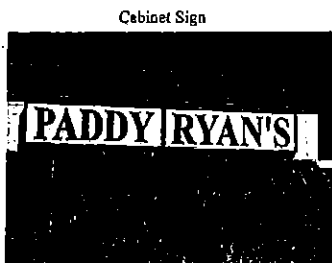


Figure 3.606-4: Examples of Wall Signs



SEC 3.607 **GENERAL SIGN STANDARDS:** An illuminated sign shall only emit light of constant intensity, and no sign shall be illuminated by or contain flashing, intermittent, rotating, or moving light or lights. In no event shall an illuminated sign be placed or directed so as to be a visual nuisance or traffic hazard subject to compliance with Article 3, Chapter 5 (Lighting Requirements and Standards).

- (A) Regulation of signs along interstates and primary highways shall conform to the requirements of Ohio Revised Code Chapter 5516 and the regulations adopted herein.
- (B) Signs not specified within this Chapter shall require the Zoning Inspector to make a determination as to whether the sign listed shall be allowed as a permitted sign or otherwise prohibited, based on being similar or not to one or more signs specified elsewhere in this chapter. The Zoning Inspector may convene the Board of Zoning Appeals to make the same determination if he or she believes the sign is not easily categorized with any of the signs specified elsewhere in this chapter.
- (C) No sign shall be placed in such a manner as to obstruct free and clear vision of traffic on public or private property. A determination will be made by the Zoning Inspector, based upon input from the Warren County Engineer and/or the Ohio Department of Transportation (ODOT).
- (D) Signs shall not obstruct windows, doors, fire escapes, balconies, stairways, ladders, vents, or other means of building ingress/egress.

SEC 3.608 **DESIGN STANDARDS:**

- (A) Freestanding and Ground Signs shall be made of solid materials of a permanent nature known and used in the sign construction industry and shall include, but are not limited to, brick, simulated brick material, stone, EIFS, polished or honed finish metals, decorative precast concrete, wood, architectural masonry, steel and/or metal, and glass.
- (B) The structure must be an integral part of the sign display and no exposed structural members will be permitted, unless it contributes to the sign concept.
- (C) The components necessary for operation or fastening of the signage shall not be exposed or visible to the general view, unless it contributes to the sign concept.
- (D) All freestanding signs shall be located in a landscaped or hardscaped setting to provide the desired continuity and street-scene effect of the development. The preferred type of sign shall be a Ground Sign with indirect illumination.
- (E) The source of illumination shall be arranged so as to not reflect onto or cause glare to pedestrians or vehicles.
- (F) All electrical service must be hidden underground with meters or drops screened from the general view.
- (G) Landscaping must screen any exposed light source on the ground.
- (H) No internal or structure illuminated boxed, or cabinet type signs will be allowed. This prohibition shall not preclude channel lettering, reverse channel lettering, or LED signs.
- (I) Plywood, plastic, and unfinished wood are not permitted.
- (J) Vinyl lettering is permitted when used as a substrate material.

SEC 3.609 SIGN DIMENSIONAL COMPUTATIONS: The following regulations shall control the computation and measurement of sign area, sign height, window area, and building frontage:

(A) Determining Sign Area and Dimension:

- (1) The sign area shall include the display area of the sign, including the frame, but shall not include the structural support unless such structural support is illuminated or determined to constitute an integral part of the sign design. Whether a sign is composed of a sign face or individual letters and other communication elements, the sign area shall be the area of one rectangular shape that encompasses the perimeter of all the elements of the display.

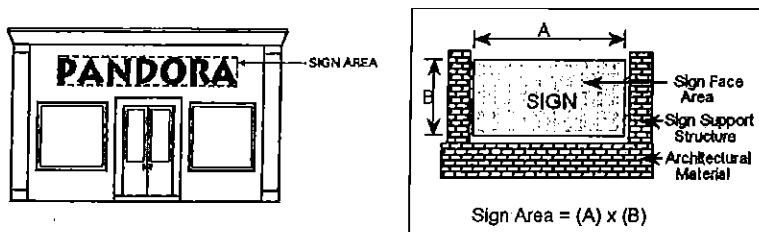


Figure 3.609 -1: Illustration of sign area calculation for a wall sign (left) and a ground sign (right).

- (2) The sign area for a sign with more than one (1) face (multi-faced signs) shall be computed by adding together the area of all sign faces.
- (3) When two (2) identical faces are placed back-to-back, so that both faces cannot be viewed from any one point at the same time, and when such sign faces are part of the same sign structure and are not more than twenty-four (24) inches apart, the sign area shall be computed by the measurement of one of the faces.

(B) Determining Sign Height: The height of a sign shall be measured from the average grade at the base of the sign or support structure to the tallest element of the sign structure. Decorative caps, finials, and similar design elements not exceeding twelve (12) inches in height and located on the top of supporting posts for a ground sign shall not be included in the calculation of sign height.

(C) Multi-Occupant Buildings: The portion of a building that is owned or leased by a single occupant and has a public entrance shall be considered a building unit. The primary building frontage for such building unit shall be measured from the centerline of the party walls defining such building unit.

(D) Determining Sign Setback: The setback of all ground signs shall be measured from the right-of-way to the nearest point of the sign structure.

SEC 3.610 PROHIBITED SIGNS: The following types of signs are specifically prohibited: (A)

All permanent pennants, banners, streamers, and similar-type devices.

(B) Signs or portions of a sign that cycle, revolve, rotate, whirl, spin, or otherwise make use of motion to attract attention.

- (C) Beacons and searchlights, except for temporary events and emergency purposes.
- (D) Signs attached to, painted on, or placed on a motor vehicle, trailer, or other licensed or unlicensed vehicle or conveyance which is located in such a manner to serve exclusively as a permanent, temporary, or portable sign.
- (B) Signs displayed at off-site locations, whether permanent or temporary, except for Section 3.615 (Billboards).
- (F) Promotional balloons suspended from, or affixed to, a structure, vehicle, or ground, flashing neon.
- (G) Roof signs, except roof signs used for identification purposes on agricultural buildings.
- (H) Window signs that occupy more than fifty percent (50%) of the window surface.
- (I) Abandoned Signs. Any temporary sign which has exceeded its time, event, or purpose or any sign which pertains to a use that has been discontinued for a period of thirty (30) days measured in consecutive days is considered abandoned and must be removed.
- (J) No signs shall be attached to or supported by a tree, utility pole, trash receptacle, bench, vending machine, or public shelter or placed in any public right-of-way.
- (K) No sign shall contain words, images, or graphic illustrations of an obscene nature.
- (L) ~~No sign, unless permitted under Section 3.615 Billboards, shall be located on a vacant lot, except for the purpose of advertising the lot for sale or lease, or for such purpose as the notification of present danger or the prohibition of trespassing.~~
- (M) Audio message delivery signage.
- (N) Signs that emit any flames, smoke, fumes, vapor, or any similar substance.
- (O) Illuminated temporary signs.



Figure 3.610 -1: Examples of prohibited sign types.

SEC 3.611 **EXEMPT SIGNS:** Signs erected and maintained pursuant to a government's function, ordinances, or regulation shall be excluded from the regulations of this Section. In addition, the following signs are exempt from the requirements of Section 3.602 Applicability. Exempt signs shall not be illuminated, directly or indirectly, and shall be set back at least ten (10) feet from the street right-of-way line.

- (A) **Temporary Signs:** All temporary signs shall be durable and weather resistant

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and are exempt from the requirements of Section 3.602, if compliant with the criteria and the standards below:

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- (1) **Temporary Signs within Residential Zoning District:** Temporary signs within residential zoning districts are exempt if they meet the following standards:

(1a) Removed within thirty (30) days following: the closing of the sale, rental or lease of the property; termination of the activity/announcement; or completion of construction.

(2b) Maximum of one (1) sign per residence or lot.

(3c) Maximum sign area: Twelve (12) square feet with a maximum height of four (4) feet in all residential districts.

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~~(a) Zoning Districts: R1A, R1, and R1B: Seven (7) square feet with a maximum height of four (4) feet.~~

~~(b) Zoning Districts: R2 and, R3: Twelve (12) square feet with a maximum height of four (4) feet.~~

- (B3) **Temporary Signs within Non-Residential Zoning District:** Temporary signs within non-residential zoning districts are exempt if they meet the following standards:

(1a) **Portable "A" frame, in verted "T" Signs, Banners:** These signs shall be used in accordance with the following provisions:

~~(a)1.~~ One sign shall be permitted one (1) per property or business.

~~(b)2.~~ The maximum sign area is twelve (12) square feet.

~~(c)3.~~ Not more than sixty (60) days within a calendar year.

(2b) **Other Sign Types:**

~~(a)1.~~ Maximum sign area of twenty-four (24) square feet with a maximum height of six (6) feet.

~~(b)2.~~ Removed within seven (7) days following the termination of the activity, announcement, or event.

~~(c)3.~~ Not more than sixty (60) days within a calendar year.

(EB) **Street Number:** All principal buildings shall be permitted to display their assigned street number in a manner legible from the street right-of-way, not exceeding four (4) square feet in area.

(EC) **Professional Name Plates:** Not exceeding two (2) square feet in area, identifying the name of the business or occupants of a building or lot.

(FD) **Window Signs:** Not exceeding more than fifty percent (50%) of the window surface.

(GE) **Vehicular Directional Signs:** Vehicular directional signs which provide on-site directional assistance within a multi-family or non-residential development in accordance with the following:

- (1) Maximum Area: Six (6) square feet.
- (2) Quantity: One (1) per access point, not to exceed four per parcel. (3) Maximum Height: Thirty (30) inches.
- (4) Design: No logos or advertising copy.

(HF) **Pedestrian Directional Signs:** Pedestrian directional signs, containing no advertising, may be posted in a multi-family or non-residential development, provided they do not exceed four (4) square feet per side, and cause no visibility problems.

(IG) **Memorial Signs or Tablets:** Memorial signs or tablets not exceeding 4 square feet.

SEC 3.612 SIGNS PERMITTED IN ALL DISTRICTS:

(A) **Gateway Signs:** Architectural features with letters, characters, or graphics may be erected at each entry point, subject to the following:

- (1) One (1) sign is permitted on each side of the entrance.
- (2) Gateway signs shall maintain clear zones for pedestrians and motorists and comply with the following:
 - (a) Maintain a setback of ten (10) feet from public street right-of-way line(s) as determined on the Warren County Thoroughfare Plan;
 - (b) Ten (10) feet from the edge of driveway; and,
 - (c) Five (5) feet from any sidewalk or paved path.
- (3) A maximum height of ten (10) feet from average grade.
- (4) A maximum sign face of twenty-four (24) square feet in residential zones, all other zones subject to Table 3.613-2 Ground Sign Requirements.
- (5) Proof of an established mechanism to ensure the ongoing maintenance of the entire entrance structure and associated landscaping shall be submitted to the Zoning Inspector as part of the sign permit application.

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(B) **Changeable Copy Sign:** The use of changeable copy signs shall be permitted subject to the following:

- (1) One changeable copy sign shall be permitted per property.
- (2) Changeable copy signs shall be considered ground signs when determining the number of permitted signs allowed in accordance with the requirements of Table 3.613-1 Sign Quantities). Any portion of the permitted sign may be used as changeable copy.
- (3) The total area of a changeable copy sign shall not exceed twenty (20) square feet.

- (4) Changing of the copy does not require a permit.

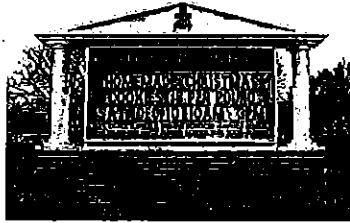


Figure 3.612-1: A sign for an institutional use on a brick base with foundation plantings.

- (C) **Arch Signs:** An arch sign shall be subject to the following standards:

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- (1) Maximum height for signage, including any structural elements: 25 ft. A height in excess of 25 ft. may be approved subject to site plan review.
- (2) Minimum clearance: 14 ft., 4 in.
- (3) A sign shall be set back a minimum of 2.5 feet from the driveway pavement or lot line. (2.5 feet on both sides)
- (4) Maximum area of sign face: 2 ft. multiplied by the width of the span of the arch.
- (5) Maximum number of sign faces: 2
- (6) Maximum number of poles (structural supports): 2; one on either side of the driveway/roadway.
- (7) Minimum setback from right-of-way: 10 ft.
- (8) Permitted materials: see Sec. 3.606 (A)
- (9) Prohibited materials: See Sec. 3.606 (I)

SEC 3.613 **NON-RESIDENTIAL DISTRICT SIGNS:**

(A) **Quantity:**

Table 3.613-1: *Sign Quantities*

	Wall Signs	Pole, Arch, & Ground (Including LED) Signs ¹	Canopy/Awning Signs ²	Projecting Signs ³	Signs (Pole) Wall Signs
Single Building with One User	Two One (2+) per exterior building wall, including side walls.	One (1) per street frontage	One (1) per building	One (1) per building frontage	One (1) per building greater than 45' in height on one wall that fronts an interstate.
Multi-Tenant Building or Multiple Buildings on one Parcel	One (1) per business for multi-tenant buildings, or one (1) per exterior building wall for buildings with one user	One (1) per street frontage site per multi-tenant building, or one (1) per street frontage per multi-tenant parcel. ¹	One (1) per business on ground level	One (1) per business on ground level	None

¹One per street frontage per comprehensively developed collection of buildings. Single building with one user may construct two of the above sign types to the quantity specified.

²A building may have a pole sign or an arch sign or a ground sign as stated in the table above; it may not have some combination of the three types.

³Multi-Tenant Building or Multiple Buildings on One Parcel: Two (2) of the above sign types to the quantity specified. In addition, Multi-Tenant Building or Multi Buildings on One Parcel may include an additional directory sign which may be either a pole sign or a ground sign.

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(B) **Building Mounted Signs:** All building mounted signs shall be located either along the front of the building where the street right-of-way is located, facing a parking lot for the business, or along the side or back of a building where there is visibility from a public access point.

(1) **Wall & Signature Wall Signs**

(a) **Sign Area:** A wall sign shall be permitted with an area not to exceed one (1) square foot in area for each one linear foot of building frontage to a maximum size of one hundred fifty (150) square feet.

(b) **Signature Wall Signs:** Such wall signs shall conform to the following provisions:

1. Signature wall signs shall not exceed one (1) square foot per lineal foot of building frontage along the interstate highway, with an area not to exceed two hundred (200) square feet.
2. The top of a signature wall sign shall be located within ten (10) feet of the roofline of a building to which it is attached and shall not extend above the building roofline.

(a) **Maximum Sign Area**

(1) **Wall Sign:** One (1) square foot in area for each linear foot of building frontage to a maximum size of one hundred fifty (150) square feet.

(2) Signature Wall Sign: One (1) square foot per lineal foot of building frontage along the interstate highway, with an area not to exceed two hundred (200) square feet.

(b) Location:

(1) Wall Sign: Shall not extend above the building roof line. No wall sign shall extend more than 15 inches beyond any building façade, canopy façade, or wall.

(2) Signature Wall Sign: The top of a signature wall sign shall be located within ten (10) feet of the roof line of a building to which it is attached and shall not extend above the building roof line.

- (2) **Projecting Sign:** Projecting signs are attached to the primary building. (a) Sign area shall not exceed nine (9) square feet. (b) Signs shall be installed to achieve a minimum vertical clearance of eight (8) feet from the bottom of the sign to the finished grade. (c) Prohibited over a vehicular access way.

(3) **Awnings/canopy:** Sign area shall not exceed twenty (20) square feet.

(C) **Ground Signs:** The following shall apply to all ground signs. (See also 3.612 (A) Gateway Signs):

(1) **LED Signs:** The use of the LED sign shall be permitted subject to the following:

(a) One Changeable copy sign shall be permitted per property.

(b) Changeable copy signs shall be considered ground signs when determining the number of permitted signs allowed in accordance with the requirements of Section 3.613(A) (Quantity). The LED display panel may constitute any portion of the permitted signage area.

(c) Any portion of the permitted sign may be used as changeable copy. The total area of the sign face, including the LED display panel, shall not exceed twenty (20) square feet.

(d) Changing of the copy does not require a permit.

(e) The luminosity of the LED board shall be dimmed between dusk and dawn so that the sign shall emit no more than 0.2 foot-candles at all property lines.

(f) An electronic changeable message is permitted, provided:

1. That the sign face is stationary and of constant intensity and color at all times when the message is displayed; and,
2. Each message is displayed for at least eight (8) seconds and a change of message is accomplished within one (1) second.

(2) Landscaping: Ground signs shall be erected in a landscaped setting that has a minimum size equal to, or exceeding, twice the sign face area. The landscaped area shall include four (4) shrubs per ten (10) linear feet of sign width. The exact location of the landscaped area shall be approved by the Zoning Inspector. Shrubs shall be a minimum three (3) gallon pot size with a minimum eighteen (18) inches height and spread.

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(23) Dimensional Requirements for Ground Signs:

Table 3.613-2: Ground Sign Requirements

Sign Location	Sign Requirements		
	Maximum Sign Height (Feet)	Maximum Sign Area Per Sign (Sq. Ft.)	Maximum Number of Signs
Signs located in the B-1, B-2, and B-3 Districts	6	48	1
Signs located in the B-4, B-5, or Industrial Districts	8	60	1
Lot is occupied by three (3) or more uses (i.e. shopping center, office building, apartments, etc.) and has an area greater than 50,000 square feet in gross floor area	12	96	1

(D) **Pole Signs:** A permanent pole sign supported by one (1) or more uprights, poles, or braces placed in or upon the ground surface and not attached to any building. Such sign may also be commonly known as a pylon sign.

(1) **Sign Area:** Pole signs shall be permitted with an area not to exceed one hundred fifty (150) square feet.

(2) **Sign Setbacks:** All such signs shall be set back a minimum of ten (10) feet from any street right-of-way or adjoining property line and conform to Section 3.103.1 Clear Sight Distance Triangle.

(3) **Sign Height:** No such signs or any portion of the structure they may be integral with, shall exceed twenty (20) feet from grade and shall be at least eight (8) feet off the ground.

(4) **Landscaping:** Pole signs shall be erected in a landscaped setting that has a minimum size equal to, or exceeding, twice the sign face area. The landscaped area shall include one (1) tree and two (2) shrubs per ten (10) linear feet of sign width. The exact location of the landscaped area shall be approved by the Zoning Inspector. Trees shall be minimum eight (8) feet high and two (2) inches DBH and shrubs shall be a minimum three (3) gallon pot size with a minimum eighteen (18) inches height and spread.

(E) **Changeable Copy Signs:** Freestanding signs may include changeable copy that is manually changed or an electronic message sign that it does not comprise more than 50% of the total sign area.

SEC 3.614 **RESIDENTIAL DISTRICT SIGNS:**

(A) **Wall Signs:**

(1) One (1) non-internally illuminated pole or wall sign not exceeding four (4) square feet is permitted.

- (2) For buildings greater than four thousand (4,000) square feet: One non-internally illuminated wall sign not exceeding one (1) square foot of sign surface area for each six (6) feet of building frontage shall be permitted provided the total surface area of wall signs and ground or pole signs as measured collectively, shall not exceed thirty-two (32) square feet.

(B) **Pole Signs:** The following shall apply to all pole signs in residential districts.

Table 3.614-1: Height, size, and quantity of the sign face

Zoning District	Maximum Height (feet)	Maximum Size (sq. ft.)	Maximum Number of Signs
RU, R1A, R1 & R1B	4	9	1
R2 & R3	3	12	1

- (1) **Sign Setbacks:** All such signs shall be set back a minimum of ten (10) feet from any street right-of-way or adjoining property line and conform to Section 3.103.1 Clear Sight Distance Triangle.
- (2) **Sign Height:** No such signs, or any portion of the structure they may be integral with, shall exceed six (6) feet from grade.

SEC 3.615 BILLBOARDS: An off-premises sign. The primary purpose of which is to display advertising.

- (A) **Site Plan Review:** Subject to site plan approval and permitted along interstate highways in all commercial districts, industrial districts, and/or lands used for agricultural purposes.
- (B) **Prohibited:** Along a national or state scenic byway, as identified by the Ohio Department of Transportation and all non-interstate roads.
- (C) **Sign Area:** No billboard shall exceed three hundred (300) square feet in area per side and no more than two sides.
- (D) **Sign Height:** No billboard structure shall exceed twenty-five (25) feet in height.
- (E) **Sign Location and Setbacks:** All billboards shall comply with the following setbacks:
- (1) The minimum roadway distance between billboards is two thousand (2,000) feet.
 - (2) All billboards shall be located at least one hundred (100) feet from any property line.
 - (3) All billboards shall be located at least five hundred (500) feet from uses such as residential dwellings, parks, natural preserves, scenic roadways, schools, cemeteries, historic sites or areas, hospitals, retirement homes, or government/institutional buildings.
 - (4) All billboards along interstate highways shall conform to the regulations established in Chapter 5516 of the Ohio Revised Code.

(5) All billboards shall meet the minimum setback requirements of the zoning district and all properties where such signs are located shall meet the applicable minimum lot area.

(F) **Proof of Other Regulations Compliance:** Billboards shall comply with all regulations set forth in this Chapter and this Zoning Code. Billboards shall comply with all other local, state and federal permitting procedures.

(G) **Landscaping:** Billboards shall be erected in a landscaped setting that has a minimum size equal to, or exceeding, twice the sign face area. The landscaped area shall include one (1) tree and two (2) shrubs per ten (10) linear feet of sign width. The exact location of the landscaped area shall be approved by the Zoning Inspector. Trees shall be minimum eight (8) feet high and two (2) inches DBH and shrubs shall be a minimum three (3) gallon pot size with a minimum eighteen (18) inches height and spread. The landscaping requirement shall not apply to billboards located in dense shrubbery or wooded areas where the existing vegetation is four (4) feet in height or taller.

(H) **Illumination:** The illumination of billboards shall comply with the following:

- (1) Billboards located within one thousand (1,000) feet of a residential district shall not be illuminated.
- (2) Outdoor advertising signs located in a nonresidential district may be externally illuminated through fixtures located external to the sign face and no internal light sources or light-producing elements in the sign face or message media shall be permitted.
- (3) Illumination shall be concentrated upon the area of the sign face so as to prevent glare upon the roadway or adjacent properties.

(I) **Changeable Messages:** An electronic changeable message is permitted, provided:

- (1) That the sign face is stationary and of constant intensity and color at all times when the message is displayed; and,
- (2) Each message is displayed for at least eight (8) seconds and a change of message is accomplished within one (1) second.

SEC 3.616 **COMPREHENSIVE SIGN PROGRAM:** Intended to integrate the design of proposed signs with the design of the structures, into a unified architectural statement or to define common sign standards for multi-tenant projects shall be required whenever any of the following conditions exist:

- (A) Multiple tenants or use signs are proposed for a new or existing development.
- (B) Multiple tenant or use signs are proposed for a single structure or separate structures that are physically or functionally related.
- (C) A planned shopping center.
- (D) The Zoning Inspector determines that a Comprehensive Sign Program is needed because of special project characteristics.

The comprehensive sign plan shall include the location, size, height, color, lighting and orientation of all proposed signs, in addition to any other information deemed necessary by the Zoning Inspector in conjunction with the required preliminary Site Plan for the development. If the comprehensive sign plan is found to be acceptable, exceptions to the provisions of this Code may be granted, if such exceptions result in an improved relationship between the various parts of the plan. A Comprehensive Sign Program shall comply with the following standards:

- (1) The signs shall enhance the overall development, be in harmony with, (materials, colors, and styles) and relate visually to other signs included in the Comprehensive Sign Program, to the structures and/or developments they identify;
- (2) The overall sign size shall be related to the scale and type of development;
- (3) The program shall accommodate future revisions that may be required because of changes in use or tenants;
- (4) The program shall comply with the standards of this Chapter, except that flexibility is allowed with regard to sign area, number, location, and/or height to the extent that the Comprehensive Sign Program will enhance the overall development and will more fully accomplish the purpose of this Chapter; and,
- (5) Revisions to a Comprehensive Sign Program may be approved by the Zoning Inspector if the intent of the original approval is not affected. Revisions that would substantially deviate from the original approval shall require the approval of a new Comprehensive Sign Program.

SEC 3.617 ILLUMINATION AND MAINTENANCE STANDARDS: In addition to the size, type, and location of signs, all signs shall meet the following standards:

- (A) **Illumination:** Unless otherwise limited in this chapter, signs shall be permitted to be illuminated as provided in the following:
 - (1) **Source:** Light sources to illuminate permanent signs may be internal or external. This includes channel lettering, reverse channel lettering, and LED display boards.
 - (2) **Intensity:** Illuminated by devices that has a constant intensity subject to the standards of Article 3, Chapter 5 (Lighting Requirements and Standards)
 - (3) **Location:** Shall not constitute a traffic hazard or nuisance.
 - (4) **Design:** Temporary, moveable, or portable signs shall not be illuminated.
- (B) **Maintenance:** All signs shall be maintained as follows:
 - (1) The property owner, occupant, or other person responsible for the sign shall maintain the sign in a condition suitable for the intended use and shall have a continuing obligation to comply with all building code requirements. The final responsibility for maintenance and compliance rests with the property owner.
 - (2) If the Zoning Inspector finds that any sign is unsafe or a hazard to public safety, notice shall be given in writing by the Zoning Inspector to the property owner.

The property owner shall, within one (1) week of such notification, correct such unsafe condition or remove the sign. In the event of an immediate threat to the public health, safety, or general welfare, the Zoning Inspector is authorized to immediately take corrective action.

- (4) Defective signs (e.g., lighting that is no longer functional; damaged, broken, missing, or exposed parts or pieces; loose or exposed wiring or parts) shall be repaired or removed within thirty (30) days.
- (5) The removal of a sign for maintenance purposes does not require a zoning permit provided that the following conditions are met:
 - (a) No alterations to the sign face, lettering, base, or support. (b) No enlargements of the sign or its structure.
 - (c) The sign is accessory to a legally allowed use.

SEC 3.618 NON-CONFORMING SIGNS AND BILLBOARDS: The purpose of this Section is to provide for the continuation of legally non-conforming signs and to provide reasonable standards for the maintenance, servicing, alteration, and removal of such signs.

- (A) **Continuation:** This Section provides for the continuation of legally non-conforming signs. A legally non-conforming sign is defined as a sign which was legally permitted at the time of adoption of this resolution, but which does not meet the development standards of this Chapter.
- (B) **Maintenance of Non-conforming Sign:** Non-conforming signs shall be maintained in good condition and may continue until such sign is required to be removed as specified in this Chapter.
- (C) **Alteration, Relocation, or Replacement of the Non-conforming Sign:** A non-conforming sign shall not be structurally altered, relocated, or replaced unless it is brought into compliance with the provisions of this Chapter.
- (D) **Reconstruction of Damaged Sign:** If a sign face and/or its support structure are damaged to the extent where the repair cost exceeds fifty percent (50%) of the replacement cost of the sign, the sign shall be removed or brought into compliance with the provisions of this Chapter. If the repair costs do not exceed fifty percent (50%) of the replacement costs of the sign, the Zoning Inspector shall permit the sign to be repaired, provided all repair work is completed within sixty (60) days of the date the damage occurred.
- (E) **Termination:** A non-conforming sign shall immediately lose its legal nonconforming status, and shall be brought into conformance with this Chapter or removed, when any of the following occur:
 - (1) The sign is enlarged, relocated, illuminated, or replaced.
 - (2) The sign is part of a use that has been abandoned for two (2) or more years.

SEC 3.619 REMOVAL OF SIGNS:

- (A) The Zoning Inspector may cause the removal of any sign illegally placed within the right-of-way of any road within the County zoning jurisdiction.

- (B) A sign face identifying a business that no longer exists or products and services no longer being rendered shall be removed from the premises within ninety (90) days from the date of termination of such activities.

ARTICLE 4

CHAPTER 1 DEFINITIONS

SEC 4.101 CONSTRUCTION OF LANGUAGE: For the purposes of this Resolution, terms or words shall be interpreted as follows: Words used in the singular shall include the plural, and the plural the singular; words used in the present tense shall include the future tense; the word "shall" is mandatory and not discretionary; the word "may" is permissive; the phrase "used for" shall include the phrases "arranged for," "designed for," "intended for," "maintained for," and "occupied for"; the word "person" includes a firm, association, organization, partnership, trust, company, or corporation as well as an individual; and the word "dwelling" includes the word "residence."

SEC 4.102 TERMS NOT DEFINED: Terms not defined herein shall have their customary meanings as found in the most recent editions of published dictionaries, including the Webster's New World Dictionary and the American Heritage Dictionary.

SEC 4.103 DEFINITIONS: (Presented as follows in alphabetical order).

Access Management: The process and action of providing for, and managing access to, and from land by vehicles typically associated with the use location, while preserving and promoting movement of traffic to be as safe and effective as possible, per the Access Management Regulations of Warren County, Ohio.

Accessory Building: A subordinate building, detached from, but located on, the same property as the principal building, the use of which is incidental to that of the principal building or use.

Accessory Use: A subordinate use to the principal use of the premises.

Adult Arcade: "Adult arcade" means any place to which the public is permitted or invited in which coin-operated, slug-operated, or electronically, electrically, or mechanically controlled still or motion picture machines, projectors, or other image-producing devices are regularly maintained to show images to five or fewer persons per machine at any one time, and in which the images so displayed are distinguished or characterized by their emphasis upon matter exhibiting or describing specified sexual activities or specified anatomical areas.

Adult Bookstore, Adult Novelty or Adult Video Store:

(A) Means a commercial establishment that, for any form of consideration, has as a significant or substantial portion of its stock-in-trade in, derives a significant or substantial portion of its revenues from, devotes a significant or substantial portion of its interior business or advertising to, or maintains a substantial section of its sales or display space for the sale or rental of any of the following:

- (i) Books, magazines, periodicals, or other printed matter, or photographs, films, motion pictures, video cassettes, compact discs, slides, or other visual representations, that are characterized by their emphasis upon the exhibition or description of specified sexual activities or specified anatomical areas;
- (ii) Instruments, devices, or paraphernalia that are designed for use or marketed primarily for stimulation of human genital organs or for sadomasochistic use or abuse of self or others.

(B) "Adult bookstore," "adult novelty store," or "adult video store" includes a commercial establishment as defined in section 2907.38 of the Revised Code. An establishment may have other principal business purposes that do not involve the offering for sale, rental, or viewing of materials exhibiting or describing specified sexual activities or specified anatomical areas and still be categorized as an adult bookstore, adult novelty store, or adult video store. The existence of other principal business purposes does not exempt an establishment from being categorized as an adult

bookstore, adult novelty store, or adult video store so long as one of its principal business purposes is offering for sale or rental, for some form of consideration, such materials that exhibit or describe specified sexual activities or specified anatomical areas.

Adult Cabaret: "Adult cabaret" means a nightclub, bar, juice bar, restaurant, bottle club, or similar commercial establishment, whether or not alcoholic beverages are served, that regularly features any of the following:

- (a) Persons who appear in a state of nudity or semi nudity;
- (b) Live performances that are characterized by the exposure of specified anatomical areas or specified sexual activities;
- (c) Films, motion pictures, video cassettes, slides, or other photographic reproductions that are distinguished or characterized by their emphasis upon the exhibition or description of specified sexual activities or specified anatomical areas.

Adult entertainment: Means the sale, rental, or exhibition, for any form of consideration, of books, films, video cassettes, magazines, periodicals, or live performances that are characterized by an emphasis on the exposure or display of specified anatomical areas or specified sexual activity.

Adult entertainment establishment: Means an adult arcade, adult bookstore, adult novelty store, adult video store, adult cabaret, adult motion picture theater, adult theater, nude or semi-nude model studio, or sexual encounter establishment. An establishment in which a medical practitioner, psychologist, psychiatrist, or similar professional person licensed by the state engages in medically approved and recognized therapy, including, but not limited to, massage therapy, as regulated pursuant to section 4731.15 of the Revised Code, is not an "adult entertainment establishment."

Adult group home: ORC 3722.01 means a residence or facility that provides accommodations to six (6) to sixteen (16) unrelated adults and provides supervision and personal care services to at least three (3) of the unrelated adults.

Adult Hotel or Motel: A commercial establishment which offers accommodations for any form of consideration, which provides patrons with closed-circuit television transmissions, films, motion pictures, video cassettes, slides, or other photographic reproductions, characterized by the depiction of "specified sexual activities" or "specified anatomical areas", and which advertises the availability of this sexually-oriented type of material by means of a sign visible from a public right-of-way, or by means of any off-premises advertising, including, but not limited to, newspapers, magazines, pamphlets or leaflets, radio or television; or offers a sleeping room for rent for a period of less than ten (10) hours; or allows a tenant or occupant to sub-rent the sleeping room for a time period of less than ten (10) hours.

Adult Motion Picture Theater: Means a commercial establishment where films, motion pictures, video cassettes, slides, or similar photographic reproductions that are distinguished or characterized by their emphasis upon the exhibition or description of specified sexual activities or specified anatomical areas are regularly shown for any form of consideration.

Adult Theater: Means a theater, concert hall, auditorium, or similar commercial establishment that, for any form of consideration, regularly features persons who appear in a state of nudity or semi nudity or live performances that are characterized by their emphasis upon the exposure of specified anatomical areas or specified sexual activities.

Affordable (a.k.a. Workforce) Housing: Residential housing determined as critical to local economic sustainability per the Warren County Comprehensive Plan, either for home ownership or rental, which is occupied, reserved or marketed for occupancy by households with a gross household income between eighty percent (80%) and one hundred percent (100%) of the County median gross income, as determined by the U.S. Department of Housing and Urban Development (HUD).

Aggregate Base: Crushed rock capable of passing through a ¾ in (19.05 mm) rock screen.

Agribusiness: Farming and the businesses associated with farming, such as the processing of farm products, the sales, and repair of farm equipment and sale of farm products.

Agricultural, Biotechnical: Agricultural use-related activity which uses bio-technical methods to modify living cells or organisms to produce substances or to perform processes involved in production of agricultural products.

Agricultural Processing: Processing operations for agricultural products, including, but not limited to, meat preparation, feed mills, dairy processing, timber processing, and fruit and vegetable packing, sorting, and grading, as an accessory use.

Agricultural Research Facility: A facility for the investigation, testing and demonstration of agricultural products and processes, including bio-technical agriculture, veterinary, soil, plant, and animal sciences.

Agricultural Structure: A structure used for purposes of agriculture as defined as this code and Ohio Revised Code Section 303.01.

Agriculture: Per Section 303.01 of the Ohio Revised Code, includes: farming; ranching; aquaculture; apiculture; horticulture; viticulture; animal husbandry, including, but not limited to, the care and feeding of livestock, equine, and fur-bearing animals; poultry husbandry and the production of poultry and poultry products; dairy production; the production of field crops, tobacco, fruits, vegetables, nursery stock, ornamental shrubs, ornamental trees, flowers, sod, or mushrooms; timber; pasturage; any combination of the foregoing; the processing, drying, storage, and marketing of agricultural products when those activities are conducted in conjunction with, but are secondary to, such husbandry or production; or as amended.

Agriculture Support Services: Uses, which provide support and services to agriculture.

Agritourism: An agriculturally related educational, entertainment, historical, cultural, or recreational activity, including you-pick operations or farm markets, conducted on a farm that allows or invites members of the general public to observe, participate in, or enjoy that activity.

Agritourism Provider: A person who owns, operates, provides, or sponsors an agritourism activity or an employee of such a person who engages in or provides agritourism activities whether or not for a fee.

Airport, Commercial: Any runway, or landing strip, and related facilities/services (e.g., fuel sales, storage, repair services, and aircraft sales) designed or used by any person for the landing and take-off of aircraft by the public for commercial purposes.

Airport, Private: Any runway, or landing strip, and related facilities designed or used by any person for the landing, take-off, and storage of aircraft on their respective property, principally for their own use.

Alteration: Any remodeling of, or addition to, the floor plan of a building or other structure, interior or exterior, which involves a change, or addition to, the supporting members (bearing wall, beams,

columns, girders, etc.). Alteration also applies to the relocation of the building or structure or, in regards to a lot, any change in the recorded boundary and area of a parcel of record.

Amateur Radio Tower: Shall mean any structure designed and constructed primarily for the purpose of supporting one or more antennas, and used by a licensed amateur radio operator for amateur radio reception and transmission, with no commercial activity. The term includes any antenna or antenna array attached to the tower structure.

Animal, Exotic: Exotic animals includes, but is not limited to: Primates (gorillas, orangutans, chimpanzees, gibbons, siamangs, mandrills, drills, baboons, Gelada baboons only); Carnivores (all wolves, all bears, lions, tigers, leopards, jaguars, cheetahs, cougars); Proboscidea (all elephants); Perissodactyla (all rhinoceroses); Artiodactyla (all hippos and African buffalos); Crocodylia (crocodiles and alligators); Serpentes (all poisonous snakes); and Amphibians (all poisonous species).

Animal Wastes:

Excreta, bedding, wash waters, waste feed, and silage drainage from agricultural animals.

Apartment: A unit within a multiple-unit structure with sanitation and cooking facilities intended for use as a residence by a single household.

Appeal to the BZA: An application filed with, and requesting of, relief to be granted by the Board of Zoning Appeals (BZA) from an alleged error in any order, requirement, decision, or determination of any requirement of this Code imposed upon the person filing the appeal by the zoning inspector.

Appeal to a Court of Competent Jurisdiction: Per Chapters 2505 and 2506 of the Ohio Revised Code, a timely notice filed with the Board of Zoning Appeals (BZA) once it has issued a final order, adjudication, or decision that determines the rights, duties, privileges, benefits, or legal rights of the person filing such appeal, and upon exhausting this condition precedent, such matter may be reviewed by the Court of Common Pleas of Warren County, Ohio.

Aquifer: A consolidated or unconsolidated geologic formation or series of formations that are hydraulically interconnected and that have the ability to receive, store or transmit water.

Arcade, Amusement: A commercial facility wherein electronic games are played. Bingo and gambling devices are not included in this definition.

Asbestos: Not defined in ORC – Webster's defines it as "any of several minerals (as chrysotile) that readily separate into long flexible fibers, that cause asbestosis and have been implicated as causes of certain cancers, and that have been used especially formerly as fireproof insulating materials."

Assisted Living Facility: Not used in ORC – they do have "Residential Care Facility", which means a home that provides either of the following:

- (a) Accommodations for seventeen (17) or more unrelated individuals and supervision and personal care services for three (3) or more of those individuals who are dependent on the services of others by reason of age or physical or mental impairment;
- (b) Accommodations for three (3) or more unrelated individuals, supervision, and personal care services for at least three (3) of those individuals who are dependent on the services of others by reason of age or physical or mental impairment, and, to at least one of those individuals, any of the skilled nursing care authorized by section 3721.011 [3721.01.1] of the Revised Code.

Area of Land Affected on a Mineral Extraction Site: The area of land which has been excavated, or upon which a spoil bank exists, or both.

Basement: The floor space in a building, finished or unfinished, as living space, which is partially or wholly underground.

Batching Plant: An industrial facility used for the production of asphalt or concrete, or asphalt or concrete products, including facilities for the administration or management of business, the stockpiling of bulk materials used in the production process or of finished products manufactured on the premises, and the storage and maintenance of required equipment, but not including retail sale of stockpiled bulk materials or finished products. (in compliance with the ORC1514.01)

Bed and Breakfast: A business conducted in and by the residents of a single-family dwelling, wherein sleeping rooms are offered for pay to transient guests.

Berm: A man-made, linear earthen mound of at least eighteen (18) inches in height from grade designed to provide, buffering or screening of undesirable views, abate noise trespass, etc. (also see Buffer).

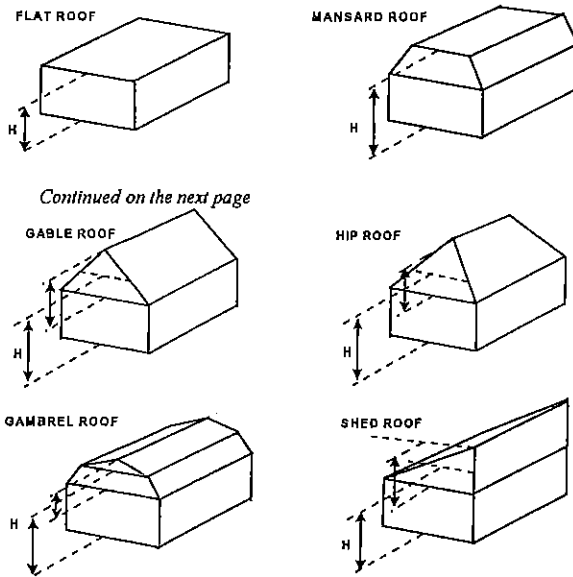
Best Management Practice (BMP): A practice or combination of practices that is determined to be the most effective and practicable including technological, economic, and institutional controls as a means of complying with the applicable standards of Chapter 903 of the Revised Code. BMPs may include structural and non-structural practices, conservation practices, prohibition of practices, schedules of activities, operation and maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the state. BMPs also include treatment requirements, operating procedures, and practices to control facility site runoff, spillage, or leaks, sludge or waste disposal, or drainage from raw material storage. (OAC 901:10-1-01)

Boarding House: A dwelling kept, used, maintained, advertised or held out to the public to be a place where long term [as provided in Section 3.203 (A) (3)] accommodations are provided for compensation for thirty (30) days or more.

Buffer: An area of healthy and viable vegetation or mounded earth, adjoining or surrounding a land use, which is intended to screen and soften the effects from another use.

Building: Any structure consisting of foundations, walls, columns, girders, beams, floors, and roof, or a combination of any number of these parts, with or without other parts or appurtenances. (ORC 3781.06)

Building Height: The tallest vertical distance from the finished grade at the front of the building to: (a) the highest point of a flat roof; (b) the deck line of a mansard roof; (c) the average height between the eaves and ridge of gable, hip, and gambrel roofs; or (d) the average height between high and low points of a shed roof (see illustration).



Continued on the next page

Building Line: (See Setback)

Building, Principal: The main building(s) on a parcel in which the primary use is conducted.

Bulking Agent: Any material added to a composting system to provide structural support, improve aeration, or absorb moisture from the decomposing waste. (O.A.C. 3745-27-01(F)(5)).

Business: Any work, occupation, profession, activity, or buying and selling of commodities and services, commerce, or trade.

Business Activity: Any activity performed, conducted, maintained, or operated by one (1) or more person(s) as their work, occupation, profession, or involving buying and selling of commodities, the provision of services, commerce or trade, or approved home occupation in production and/or selling of goods or provision of service(s) in exchange for some form of consideration.

Business, Place Of: A place where the business activity as defined herein is conducted.

Campground: An area or place (such as a field or grove) used for a camp, camping, or for a camp meeting.

Camping Units: Portable dependent recreational vehicles, tents, sleeping equipment, and similar camping equipment used for travel, recreation, vacation, or business purposes. (O.R.C. 3729.01 (P)).

Caretaker: An individual who is actively involved in on-site maintenance, service, security, or operations of a use. A proprietor may serve as a caretaker.

Caretaker Dwelling: An accessory residential unit occupied by a caretaker.

Cellar: (See Basement.)

Central Processing Facility: A site area location or tract of land on which one (1) or more building(s) or other completely contained installations engineered thereon are used for purposes of a solid waste transfer station, recycling facility, or resource/material recovery facility, but excluding incineration fueled by solid waste or that would burn it as a means for its reduction, disposal, or recovery as an energy resource.

Central Sanitary Sewage System: An operating system of components and facilities for wastewater collection, treatment and disposal, whether public or private, which has been approved by the Board of Warren County Commissioners (BOCC) for location within a sanitary sewer improvement area designated by Resolution of the BOCC for allowance thereof in the Warren County Sewer District or alternatively in an area of the District released by BOCC Resolution to another entity to provide such service, determined solely at the discretion of the BOCC.

Cemetery: A burial ground for earth interments; a mausoleum for crypt entombments; a columbarium for the deposit of cremated remains; and, a scattering ground for the spreading of cremated remains. (O.R.C. 1721.21).

C.E.R.C.L.A.: The Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendment and Reauthorization Act, 42, U.S.C. 9601 et seq, as amended.

Channel: The area between definite banks of a natural or artificial stream which confine and convey continuous or periodic flows of surface water, as defined in Ohio Revised Code Section 6105.01.

Churches-Places of Worship, Large: Establishments that exceed ten thousand (10,000) square feet.

Churches-Places of Worship, Small: Establishments that are less than ten thousand (10,000) square feet and do not include a school or commercial daycare.

Cistern: A tank that stores excess rainwater runoff.

Clinic: A building, or portion thereof, the use of which provides medical, dental, or psychiatric services to outpatient clients only.

Club: Building and facilities owned or operated by persons as a non-profit corporation, association, or other organization for social, intellectual, and recreational purposes, for the members and their guests.

Commencement of Permit Activity: Evidence of physical construction and/or change of use on the site for which a zoning permit has been issued.

Commercial Use: A type of nonresidential land use that has one or more of the following characteristics: 1) the use is service-oriented; 2) the use sells retail items; 3) the use sells goods or products on a wholesale basis; or 4) the use has or has the need for open storage areas or warehouses its products. This includes both business establishments that customarily occupy standard retail/office space that require patrons to visit the establishment and off-site businesses that due to equipment and vehicle storage or the processes used, typically require facilities in addition to standard retail/office space.

Commercial Use — Large Scale Retail: Establishments that exceed seventy-five thousand square (75,000) feet in gross floor area.

Commercial Kennel: Any property where a person, partnership, firm, company, or corporation professional engage in the business of breeding dogs for hunting or for sale. (955.02 ORC defines kennel owner)

Commercial Tent: A temporary and portable structure used for non-residential purposes and which meets the Uniform building or Fire Code.

Commercial Support Services: An establishment providing services to business establishments or individual, on a fee or contract basis, including but not limited to advertising services; janitorial; business equipment and furniture sales or rental; protective services; telecommunications; window cleaning; photocopy and mailing service; commercial photography studio; and other such services.

Commercial Vehicle: Means any motor vehicle designed or used to transport persons or property that meets any of the following qualifications: (ORC 4506.01)

- (a) Any combination of vehicles with a combined gross vehicle weight rating of twenty-six thousand and one (26,001) or more, provided the gross vehicle weight rating of the vehicle or vehicles being towed is in excess of ten thousand (10,000) pounds;
- (b) Any single vehicle with a gross vehicle weight rating of twenty-six thousand and one (26,001) or more, or any such vehicle towing a vehicle having a gross vehicle weight rating that is not in excess of ten thousand (10,000) pounds;
- (c) Any single vehicle or combination of vehicles that is not a class A or class B vehicle, but is designed to transport sixteen (16) or more passengers including the driver;
- (d) Any school bus with a gross vehicle weight rating of less than twenty-six thousand and one (26,001) that is designed to transport fewer than sixteen (16) passengers including the driver;
- (e) Is transporting hazardous materials for which placarding is required under subpart F of 49 C.F.R. part 172, as amended;
- (f) Any single vehicle or combination of vehicles that is designed to be operated and to travel on a public street or highway and is considered by the Federal Motor Carrier Safety Administration to be a commercial motor vehicle, including, but not limited to, a motorized crane, a vehicle whose function is to pump cement, a rig for drilling wells, and a portable crane.

Community Based Residential Social Service Facilities: Means health and social services provided to persons in their own homes or in community care settings, and includes any of the following:

- (1) Case management;
- (2) Home health care;
- (3) Homemaker services;
- (4) Chore services;
- (5) Respite care;
- (6) Adult day care;
- (7) Home-delivered meals;
- (8) Personal care;
- (9) Physical, occupational, and speech therapy;
- (10) Transportation;
- (11) Any other health and social services provided to persons that allow them to retain their independence in their own homes or in community care settings. (ORC uses 173.14)

Composting: Composting is defined as the decomposition of organic matter that requires controlled conditions and yields temperatures conducive to thermophilic microorganisms, resulting in humus-like organic material. (OAC 3745-27-01 (C) (4)).

Composting Facilities: Any site, location, tract of land, installation or building used for composting as the method for disposing of solid waste and which are classified according to Ohio Administrative Code:

Class I: Solid Waste Composting Facilities: Means a facility where the owner or operator may accept yard waste, agricultural waste, animal waste, food scraps, mixed solid waste, bulking agents, additives, and authorized alternative materials.

Class II: Solid Waste Composting Facilities: Means a facility where the owner or operator may accept yard waste, agricultural waste, animal waste, food scraps, bulking agents, additives, and authorized alternative materials.

Class III: Solid Waste Composting Facilities: Means a facility where the owner or operator may accept yard waste, agricultural waste, animal waste, bulking agents, and additives.

Class IV: Solid Waste Composting Facilities: Means a facility where the owner or operator may accept only yard waste, bulking agents, and additives limited to urea and bacterial or fungal inoculum.

Common Area: Parcel(s) of land, in a certain development, inclusive of facilities and improvements thereon, which are collectively owned and maintained by the owners of the building lots in the same development, for the use, maintenance, and enjoyment by those owners and their guests.

Comprehensive Plan of Warren County, Ohio: A series of component documents (a.k.a. "elements") prepared by the Warren County Regional Planning Commission (RPC) and adopted by the Warren County Regional Planning Commission (RPC) Board of Commissioners, and various other applicable public entities, which establish the goals, objectives, and policies for capital improvements programming, economic development, housing, natural hazards mitigation, land use, parks and open space, sanitary sewer, water, transportation and any other specified subject matters involving or related to use and development of land within Warren County, Ohio.

Conditional Use: A use that is potentially acceptable in a Zoning District, but not necessarily appropriate in all locations.

Conditional Use Permit: A zoning permit issued by the Zoning Inspector for a conditional use approved by the Board of Zoning Appeals (BZA).

Conservation Development: A type of development in which residential lot sizes are reduced below what is required by the zoning district in which located in return for providing permanent open space within the development. (Also see Open Space).

Construction and Demolition Debris: Means those materials resulting from the alteration, construction, destruction, rehabilitation, or repair of any man-made physical structure, including, without limitation, houses, buildings, industrial or commercial facilities, or roadways. This definition does not include materials identified or listed as solid wastes, infectious wastes, or hazardous wastes pursuant to Chapter 3734 of the Ohio Revised Code and rules adopted thereunder; liquids including containerized or bulk liquids; materials from mining operations, non-toxic fly ash, spent non-toxic foundry sand and slag; or reinforced or non-reinforced concrete, asphalt, building or paving brick, or building or paving stone that is stored for a period of less than two (2) years for recycling into a usable construction material. For the purposes of this definition, "material resulting from the alteration, construction, destruction, rehabilitation, or repair of any man-made physical structure" are those

materials that form the structure, and those materials directly affixed to the structure such as brick, concrete, and other masonry materials, stone, glass, wall coverings, plaster, drywall, framing and finishing lumber, roofing materials, plumbing fixtures, heating equipment, electrical wiring and components containing no hazardous fluids or refrigerants, insulation, affixed carpeting, asphaltic substances, metals incidental to any of the above, and weathered railroad ties and utility poles. Materials from construction may also include empty packaging material consisting of, without limitation: wood, corrugated container board, paper, metal, and/or plastic directly resulting from construction material packaging. Material resulting from the alteration, construction, destruction, rehabilitation, or repair does not include materials that are required to be removed before demolition occurs, materials that are not affixed to the structure or that are otherwise contained within the structure such as solid wastes, yard waste, packaging materials not directly incidental to construction, pallets, containers, and drums including caulking tubes, furniture, appliances, tires, batteries, and fuel tanks.

Construction/Demolition Debris Facility: Any site, location, tract of land, installation, or building used for the disposal of material from construction or demolition operations. Material from construction or demolition operations are those items affixed to the structure being constructed or demolished such as brick, concrete, stone, glass, wallboard, framing, finished lumber, roofing materials, plumbing, plumbing fixtures, heating equipment, wiring, and insulation, but excludes materials whose removal has been required prior to demolition.

Contaminant: Any physical, chemical, biological, or radiological substance or matter that has an adverse effect on air, water, or soil.

Convalescent Home: (See Institutional Care Facility, as a type of Community-Based Residential Social Service Facility.)

Correctional Facility: A penal institution publicly or privately operated that houses persons awaiting trial or persons serving a sentence imposed by a court of law.

Country Inns: A business, other than a hotel or bed and breakfast, that offers overnight accommodations in a rural area (RU,R1A), and wherein dining, banquet and other meeting facilities may be operated.

Court a.k.a. Courtyard: An open area of ground on a building use site that is partially or completely surrounded by walls, buildings, or fencing and typically decoratively landscaped, unobstructed to the sky and usually entirely internal and not part of a front, side, or rear yard as elsewhere defined on a building site.

Cross Access: An easement or service drive providing vehicular access between two (2) or more contiguous sites so that the driver does not need to reenter the public street system.

Cul-de-sac Lots: A lot that fronts on or takes access from a cul-de-sac. A lot shall be considered to be a cul-de-sac lot if the lot has more than one half (1/2) of its required frontages on the cul-de-sac.

Cut Off: The point at which all light rays emitted by a lamp, light source, or luminaire are completely eliminated (cut off) at a specific angle above the ground.

Cut Off Angle: The angle formed by a line drawn from the direction of light rays at the light source and a line perpendicular to the ground from the light source above which no light is emitted.

Cut Off Luminaire: A source of illumination with elements such as shield, reflectors or refractor panels that direct and cut off the light at a cut off angle less than ninety (90) degrees.

Damaged or Diseased Trees: Trees that have: split trunks; broken tops; heart rot; insect or fungus

problems that will lead to imminent death; undercut root systems that put the tree in imminent danger of falling; lean as a result of root failure that puts the tree in imminent danger of falling; or any other condition that puts the tree in imminent danger of being uprooted or falling into or along a watercourse or onto a building or structure.

Day Care: The care, protection, and guidance of one (1) or more children or adults on a regular basis, for periods of less than 24 hours per day, in a place other than their own dwelling unit.

Debris: Trash, litter, refuse or rubbish on any property that is not properly contained for disposal in accordance with applicable regulations, so that such items or materials are open to haphazard transport off-site by wind or water, a potential hazard to public health and safety, or a visual eyesore, barring containment and/or removal. Debris does not include bulking agents used for active composting permitted by zoning nor construction or demolition debris on a site permitted by zoning for disposal.

Density: A unit of measurement designating the number of dwelling units per acre of land, calculated as follows:

Density, Gross: The total number of dwelling units divided by the total acreage of the development site.

Density, Net: The total number of dwelling units divided by the acreage to be developed only for residential use, exclusive of areas for street/road rights-of-way.

Developed Spring: Any spring which has been permanently modified by the addition of pipes or a collection basin to facilitate the collection and use of spring water. [OAC 3745-27-01 (D) (2)]

Direct Market Business: A commercial enterprise in which agricultural products produced on a site are marketed and sold directly to consumers without an intermediate wholesaler or distributor, other than a farm co-op organization. Direct market business may include such use activities as pick-your-own ("PYO") operations and operations in which delivery of products is made directly to consumers, such as "farm share" arrangements under which periodic delivery of farm products is made for a subscription fee.

"Distinguished or characterized by their emphasis upon": means the dominant or principal character and theme of the object described by this phrase. For instance, when the phrase refers to films "that are distinguished or characterized by their emphasis upon the exhibition or description of specified sexual activities or specified anatomical areas," the films so described are those whose dominant or principal character and theme are the exhibition or description of specified sexual activities or specified anatomical areas.

Distribution Facilities/Center: A facility that is used for receipt, temporary storage, and redistribution of goods according to orders as they are received. These establishments also provide a range of services, often referred to as logistics services, and related to the distribution of goods. Logistics services can include labeling, breaking bulk, inventory control and management, light assembly, order entry, and fulfillment, packaging, pick and pack, price marking and ticketing, and transportation arrangement.

Drive-Through: A business designed to service customers who stay in their vehicles.

Dual Zoning Option: Consistent with the land use plan element of the most current Warren County Comprehensive Plan, a parcel or parcels on which the existing zoning is opted with an available "secondary" zoning classification option.

Dwelling: Any building or portion thereof designed or intended to be used exclusively for residence purposes, but not including a mobile home or a non-permanently sited manufactured home on any site

outside of a manufactured homes park, nor a tent, cabin, trailer, travel trailer, trailer coach, camper on a truck, or any other type of recreational vehicle.

Dwelling, Multiple-Family: A building or portion thereof designed for or occupied by more than two (2) families.

Dwelling, Single-Family: A building designed for, or occupied exclusively by, one (1) family.

Dwelling, Two-Family: A building designed for, or occupied exclusively by, two (2) families.

Dwelling Unit: A residential use building or portion therein containing one (1) or more rooms used, designed, or intended for occupancy as a single household unit, in providing complete permanent facilities per all applicable Code requirements for living, sleeping, cooking, eating, bathing, washing, and sanitation.

Easement: A particularly described area of exclusive or non-exclusive legal interest in, on, under, over, or through a portion of a parcel of land or appurtenance thereto created by a written instrument whereby the owner of the parcel grants to the owner of a separate parcel of land or appurtenance thereto, or utility, the right to make lawful and beneficial use of the particularly described area.

Ecotourism: Environmentally responsible travel to natural areas, in order to enjoy and appreciate the natural scenery, history, indigenous ecosystems, native plant or animal species, and accompanying cultural features, both past and present that promote conservation, have a low visitor impact, and provide for beneficially active socio-economic involvement of local people. Facilities for an ecotourism enterprise may include recreational outfitters.

Employee: A person who works for another person or entity (the employer) under which the employer has the right to control the details of the employee's work performance.

Escort: A person who, for any form of consideration, agrees or offers to act as a companion, guide or date for another person, or agrees or offers to privately model lingerie or privately performs a striptease for another person.

Escort Agency: A person or business association that for any form of consideration provides or offers an escort(s) for another person.

Essential Services: Public or private utilities, whether at, below, or over the land surface where located, which are necessary for the exercise of the principal use or service of the principal structure on a lot, including, as examples: gas, electric, steam, water, wastewater disposal, stormwater drainage, telecommunications systems, and accessories thereto and other public use facilities, such as fire/EMS and police stations, schools, government administrative buildings, etc., and the like.

Establishment: A place of business, firm, club, or institution.

Excavation: The altering of the topographic elevation and configuration (grade) of a land area.

Family: A person or group of persons occupying a single dwelling unit and living as a single housekeeping unit, as distinguished from a group occupying a hotel or motel as herein defined.

Family Cemetery: A cemetery containing the human remains of persons, at least three-fourths of whom have a common ancestor or who are the spouse or adopted child of that common ancestor.

Commented [LH1]: ORC Sec. 4767.02(D)

Family Home and Day Care: (Have two types of Family care home in ORC under 5104.01) (RR) "Type A family day-care home" and "Type A home" mean a permanent residence of the administrator in which child care or publicly funded child care is provided for seven (7) to twelve (12) children at one time or a permanent residence of the administrator in which child care is provided for

four (4) to twelve (12) children at one time if four (4) or more children at one time are under two (2) years of age. In counting children for the purposes of this division, any children under six (6) years of age who are related to a licensee, administrator, or employee and who are on the premises of the type A home shall be counted. "Type A family day-care home" and "type A home" do not include any child day camp.

(SS) "Type B family day-care home" and "Type B home" mean a permanent residence of the provider in which child care is provided for one to six (6) children at one time and in which no more than three (3) children who are under two (2) years of age at one time. In counting children for the purposes of this division, any children under six (6) years of age who are related to the provider and who are on the premises of the type B home shall be counted. "Type B family day-care home" and "type B home" do not include any child day camp.

Farm: Land that is composed of tracts, lots, or parcels totaling not less than ten acres devoted to agricultural production or totaling less than ten acres devoted to agricultural production if the land produces an average yearly gross income of at least twenty-five hundred dollars from agricultural production.

Farm (or farmstead if including a dwelling): Parcel(s) of land and the buildings or other structures thereon which are owned, maintained and operated as a place or group of places as a use establishment or other operation for agriculture as defined in this Code.

Farm-Based Tourism: Activities conducted on a working farm and offered to the public or to invited groups for the purpose of recreation, education, entertainment, hospitality, direct sales or active involvement in a farm operation of the farm and may include the following:

- (a) **Outdoor Recreation:** fishing, wildlife study, horseback riding, sleigh/carriage/ wagon rides, stargazing, hiking, campfires, community gardens.
- (b) **Educational experiences:** cooking classes, wine tasting, school tours, cannery tours, garden/nursery tours, agricultural technical tours, historic agricultural exhibits, food processing, dairy, cider making, gardening and plant identification.
- (c) **Entertainment:** harvest festivals, concerts, barn dances, petting zoo, hunting/working dog trials/training, haunted house, haunted hayride, corn maze, pumpkin carving, egg painting, miniature golf, toddler rides, playground areas, scavenger hunts, craft fair, antique shows, art shows.
- (d) **Hospitality services:** bed and breakfast, retreat center, assembly area, country weddings, party receptions, picnic, family reunions, catering, country store, gift shop, fair food.
- (e) **Direct sales:** u-pick, roadside stand or nursery sales with parking spaces for more than ten (10) vehicles.
- (f) Other uses as determined appropriate by the board of zoning appeals.

Farm Equipment Sales, Rental, and/or Repair Service: An establishment for the sale, rental, and/or repair service of equipment normally or routinely used on farms and gardens, and sales of related parts, tools, and accessories.

Feedlot: An agricultural use facility consisting of any pen, corral, or structure wherein livestock are maintained in close quarters for the purpose of fattening for market, subject to all necessary permitting from the Ohio Environmental Protection Agency (OEPA) for waste treatment and disposal.

Fence: An enclosure or barrier consisting of vegetation or otherwise constructed of boards, masonry, posts, wire, wrought iron, or the like.

Fifth-Wheel Trailer: Means a vehicle that is of such size and weight as to be movable without a special highway permit, that has a gross trailer area of four hundred (400) square feet or less, that is constructed with a raised forward section that allows a bi-level floor plan, and that is designed to be towed by a vehicle equipped with a fifth-wheel hitch ordinarily installed in the bed of a truck. [ORC 4501.01(6) (d)]

Fill: Soil, rock, sand, gravel, or a combination with other materials found suitable as fill by the applicable involved authority to make such determination, which exceeds one hundred (100) cubic yards total volume and/or more than four (4) feet in height at its deepest point of placement or dumping on or into ground.

Filling: The placement or dumping of fill on or into ground, excluding such which is not fill for common household gardening, composting and yard care.

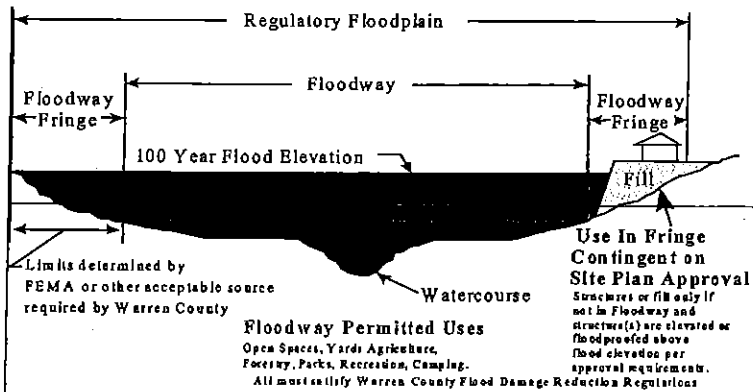
Firewood, Processed: Firewood is raw material that has been processed for use in a fireplace, stove, or other heat generating source, by removing all non-wood or non-combustible material, reduced to a size and length for the said foregoing uses and stacked in an orderly fashion.

Firewood, Raw Material: Raw material that has not been, but can be, processed into firewood. Examples include, but are not limited to, logs, branches, limbs, pallets, untreated dimensional lumber, and other wood products that have not been painted, stained, chemically treated, or coated.

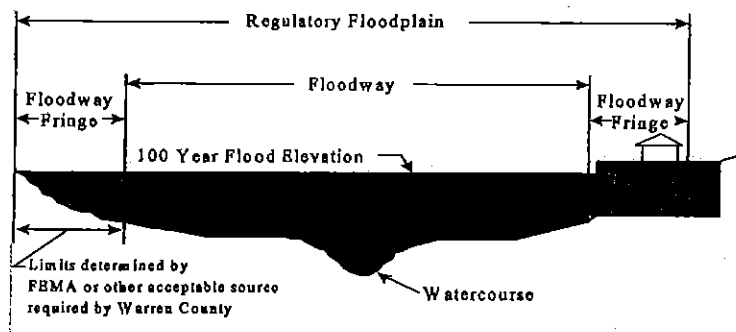
Fire Lane: A continuous, posted, and/or marked access way on a property for the effective, safe ingress and egress of fire suppression and emergency response vehicles and personnel.

Fixture, Temporary: A fixture which is permitted without any foundation or footing, and which is removed when the designated period, activity, or use per the zoning certification for which the fixture was erected has ceased. Such fixtures include but is not limited to tents, portable bandstands, bleachers, reviewing stands, a manufactured home used in conjunction with construction activities or other fixtures of similar character.

Flood, One Hundred (100) Year: The temporary inundation of normally dry land along a watercourse by a flood that is likely to occur once in a one hundred (100) year period or that has a one percent (1%) chance of occurring in any given year within a one hundred (100) year period (see illustration).



Commented [LH2]: Current



Commented [LH3]: Proposed

Floodplain, Regulatory: Land under and along a watercourse which is subject to inundation by a one hundred (100) year flood, as determined by the Federal Emergency Management Agency (FEMA) or other source determined acceptable per the Warren County Flood Damage Reduction Regulations (see illustration).

Floodway: Land under and along a watercourse in a regulatory floodplain which is calculated or otherwise observed as required to carry and discharge the flood waters of a one hundred (100) year flood without obstruction, as designated by the Federal Emergency Management Agency (FEMA) or other acceptable source (see illustration).

Floodway Fringe: Land along a floodway in a regulatory floodplain which as calculated or observed serves as a storage area for the flood waters of a one hundred (100) year flood, as designated by the Federal Emergency Management Agency (FEMA) or other acceptable source (see illustration).

Floor Area: Gross: The total gross area of all the floors in a building, as measured from the exterior surface of the exterior walls of the building or from the centerline of common walls separating buildings or units within a building. (Also see Living Space.)

Floor Area Ratio: The mathematical expression determined by dividing the Gross Floor Area of a building or structure, including all accessory buildings, by the area of the lot on which they are located.

Foot-Candle: A unit of illumination produced on a surface, all points of which are one (1) foot from a uniform point source of one (1) candle.

Footprint; Building: The area within the perimeter of a building at ground level.

Foster Home: Ohio Revised Code § 5103.02 means a private residence in which children are received apart from their parents, guardian, or legal custodian, by an individual reimbursed for providing the children non-secure care, supervision, or training twenty-four (24) hours a day. "Foster home" does not include care provided for a child in the home of a person other than the child's parent, guardian, or legal custodian while the parent, guardian, or legal custodian is temporarily away. Family foster homes and specialized foster homes are types of foster homes.

Foundation, Permanent: Permanent masonry, concrete, or a footing or foundation approved by the manufactured homes commission pursuant to chapter 4781 of the Ohio Revised Code, to which a manufactured or mobile home may be affixed. (See O.R.C. § 3781.06)

Garage, Residential: A building or a part of a residence, in which to store vehicles and personal property incidental to the use of the property.

Garage, Non-Residential: A commercial building where vehicles are repaired and/or serviced.

Garage, Parking: A commercial building for the storage of vehicles.

Glare: Light emitted from a luminaire resulting in a spot of intensity great enough to reduce a viewer's ability to see, and in extreme cases such to cause momentary blindness.

Golf Course: A tract of land lay out with at least nine (9) holes for playing the game of golf and improved with tees, greens, fairways, and hazards and that may include a clubhouse and shelter. This does not include miniature golf.

Grade: The finished ground level adjoining the building at all exterior walls.

Grandfathered: (See Non-Conforming, Legal)

Group Home: A residential use, as a type of Community-Based Residential Social Service Facility, which is operated by private citizens or a social service agency and which has a valid license from the appropriate state or local agencies of lawful authority to license the operation to provide room and board, personal care, habilitation services, and supervision in a family setting for more than eight (8) but not more than sixteen (16) persons with developmental disabilities. A developmental disability shall be defined as a disability that originated before the attainment of eighteen (18) years of age and can be expected to continue indefinitely, constitutes a substantial handicap to the person's ability to function normally in society, and is attributable to mental retardation, cerebral palsy, epilepsy, autism, or any other condition found to be closely related to mental retardation because such condition results in similar impairment of general intellectual functioning or adaptive behavior or requires similar treatment and services.

Hazardous Wastes: Means waste that is regulated by the Ohio Environmental Protection Agency specifically as hazardous waste and/or exhibits one (1) or more characteristics of hazardous waste as defined in Ohio Administrative Code Chapter 3745-51.

In further definition, hazardous waste also means any waste or any combination of wastes in a solid, liquid, semi-solid, or contained gaseous form that, in the determination of the Director of Environmental Protection, because of its quantity, concentration, or physical or chemical characteristics, may:

- (a) Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or incapacitating reversible illness; or,
- (b) Pose a substantial present or potential hazard to human health and safety or to the environment when improperly stored, transported, disposed of, or otherwise managed. Hazardous wastes include any substance identified as such under the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 692 et seq.), as amended, and do not include any substance that is subject to the Atomic Energy Act of 1954 (42 U.S.C. 2011 et seq.), as amended.

Heavy Equipment: Refers to heavy-duty vehicles or equipment they may include equipment designed for executing construction tasks or earthwork operations: earth movers; engineering vehicles; large vehicles that require an oversize/overweight permit from the Ohio Department of Motor Vehicles to be transported over public highways; and vehicles that have more than five (5) axles or haul heavy equipment.

Historic Structure: (ORC uses the term historic building under 149.311)"Historic building" means a building, including its structural components, that is located in this state and that is either individually listed on the National Register of Historic Places under 16 U.S.C. 470a, located in a registered historic district, and certified by the state historic preservation officer as being of historic significance to the district, or is individually listed as a historic landmark designated by a local government certified under 16 U.S.C. 470a(c).

Home for Adjustment: A residential facility, as a type of Community-Based Residential Social Service Facility, operated by a court, a social service agency, or private citizens which provides therapy, counseling, and a residential environment for eight (8) or less adolescents or adults for the following purposes: 1) to assist them in recuperating from the effects of drugs or alcohol or, 2) to assist them in adjusting to living with the handicaps or emotional or mental disorder in lieu of or subsequent to confinement within an institution, or 3) to provide housing and a supervised living arrangement in lieu of or subsequent to placement within a correctional institution. The residents of any home for adjustment shall be limited to those individuals who will not pose a threat to life or property within the community, as determined by the responsible court or social service agency, and all homes for adjustment must have a valid license from the appropriate court or agency having the lawful authority to license the operation.

Home Occupation: A non-residential use activity that may be permitted in a residence.

Hotel: A commercial use building or group of buildings, containing any combination of guestrooms in which lodging and boarding is offered to guests for compensation, with access to the units being from interior lobbies, courts or halls.

Household: Is all persons who occupy a dwelling housing unit. (Per U.S. Census Bureau)

Housing Unit: A house, an apartment, a mobile home, a group of rooms, or a single room that is occupied (or if vacant, is intended for occupancy) as a separate living quarters, which are those in which the occupants live and eat separately from any other persons in the dwelling building and which have direct access from the outside of the building or through a common hall. The occupants may be single-family, one person living alone, two or more families living together, or a group of related or unrelated persons who share living arrangements. Persons not living in households are classified as living in group quarters. (Per U.S. Census Bureau)

Impervious Surface: Any material that prevents, impedes, or slows the infiltration or absorption of stormwater into the ground, including building roofs and concrete or asphalt pavement.

Impervious Surface Ratio: A ratio derived by dividing the amount of the site that is covered or hardened so as to prevent or impede the percolation of water into the soil mantle, including but not limited to buildings, swimming pools, roads, and parking areas, by the net area (excluding right-of-way) of the lot. This calculation excludes landscaping, surface water retention/detention facilities and those areas used exclusively for pedestrian circulation or outdoor recreational facilities.

Incinerator: Equipment, machine, device, article, structure, or part thereof, used to burn solid waste.

Industrial: Of, relating to, concerning, or arising from the assembling, fabrication, finishing, manufacturing, packaging, or processing of goods. (See Manufacturing)

Industrial, Light: Manufacturing or assembly that is capable of controlling the external effects of the process, such as odors, vibrations, emissions, or other nuisance characteristics through prevention or mitigation devices and where conduct of operations ~~are~~ is within the confines of buildings. The processes carried on, the transportation involved, or the machinery or materials used do not interfere with the amenity of the surrounding area, and products are intended for end users rather than as intermediates for use by other industries.

Industrialized Unit: A building unit or assembly of closed construction, fabricated in an off-site facility, that is substantially self-sufficient as a unit or as part of a greater structure and requires transportation to the site of intended use, including units installed on the site as independent units, as part of a group of units, or incorporated with standard construction methods to form a completed

structural entity, but does not include "manufactured home" or "mobile home" as defined in division (C) of Sec. 4501.01 of the Ohio Revised Code. (See ORC § 3781.06 (C)(3), as amended).

Infiltration Barrier: In situ geologic material, or added earthen material in the form of a recompacted soil liner and/or geotextile, situated under a waste disposal area in order to prevent leachate from infiltrating into underlying soil and groundwater.

Injection Well: A well into which fluids are injected, as classified per 3745-34-04, as amended.

In Situ: Soil and other earthen material that exists in its undisturbed geologic situation or location where it has been allowed to form in place throughout its geologic history of natural development, without having been excavated or otherwise disturbed or influenced by man (see Infiltration Barrier).

Institutional: A use of land and/or buildings located thereon owned and occupied and used exclusively for the benefit of members of a not-for-profit organization or the public.

Institutional Care Facility: Any residential facility, hospital, convalescent, nursing, or rest home, children's homes, halfway houses, residential treatment camps, and training or correctional schools for children designed or used for more than sixteen (16) persons functioning for purposes of a family care home or a group home, or any residential facility designed or used for more than eight (8) persons under the purposes of a home for adjustment. All institutions shall possess a license from the appropriate state or local agency having the lawful authority to license the operation and may be operated by private citizens, a social service agency, or a governmental authority. This definition excludes correctional facilities. (as defined)

Internet Sweepstakes Establishment: An establishment that promotes the sale of prepaid internet time cards, phone cards or similar device to retail customers in varying amounts for use at its business location which entitle each cardholder to participate in sweepstakes. The sweepstakes system allows a customer to use the phone card, internet time cards or similar device at an internet sweepstakes game terminal to browse the internet or participate in games which reveal sweepstakes entries, prizes, prize values or the like.

Internet Sweepstakes Game Terminal: A computer, machine, game or apparatus which, upon the insertion of a coin, token, access number, magnetic card, or similar object, or upon the payment of anything of value, may be operated by the public for use as a contest or game of chance, and which provides the user with a chance to win anything of value.

Invasive Species: Any plant listed by the ODNR as invasive, whose introduction causes or is likely to cause harm to the economy, environment, or to human health.

Joint Access: A single access point connecting two (2) or more contiguous sites to a public roadway that serves more than one property or developments including those in different ownership.

Junk: One or more objects, articles, or materials where as such items are:
(a) poorly maintained, deteriorated, damaged, or in a destroyed condition; or,
(b) careless, haphazard, disorganized placement; or,
(c) lack of cover from sun and weather exposure.

Junk Vehicle: Any vehicle, whether motorized or otherwise made mobile for purposes of travel on or off roads, through air or on or under water and/or to transport a driver, passengers and/or materials of any kind, and can be described by one (1) or more of the following:

- (a) Inoperable in accordance with manufactured design and/or for safe and/or lawful use;
- (b) Damaged and/or dismantled so as to be unsafe or unlawful to operate and/or could not be restored to safe, lawful operation within seven (7) days;

- (c) Expired registration, if required to be registered; and,
- (d) Uninsured if required to be insured.

Junk Yard (a.k.a. Salvage Yard): A use permitted on all or part of a property that is not completely contained within a building, but which is completely contained within an area which is surrounded by a solid fence or wall and perhaps natural landscaping such that it is not viewable from any other property, and wherein placement: of junk, and/or junk vehicles, inclusive of used, wrecked and/or dismantled; vehicle, appliance, and machine parts; building, electrical, heating, air conditioning, and plumbing fixtures; scrap metal, lumber, concrete blocks, bricks, plastics, rubber, wire, cable, rope or glass are permitted, in accordance with applicable regulations of the zone in which the property is located, for the purpose of being dismantled, handled, wrecked, sorted, salvaged, or reclaimed for restoration or reuse, or to be shipped elsewhere for reuse or disposal. A junk yard is not considered a central processing facility or disposal site for solid waste or construction/demolition debris as otherwise defined by this Code.

Kennel: A structure or premises used for the housing, grooming, breeding, boarding, training, selling or other animal husbandry activities for dogs, cats or other animals for financial or other compensation.

Landscaping: Vegetation, including grass, groundcover, flowers, shrubs, and trees, for the purposes of adornment and soil erosion and sedimentation control of yard or other areas on a site and non-vegetation elements such as logs, rocks, fountains, water features, and contouring of the earth into mounds and depressions.

Land Use Plan: (See Comprehensive Plan of Warren County, Ohio)

Leachate: Liquid that has come in contact with or been released from solid waste or construction/demolition debris.

Legal Non-Conforming: (ORC 303.19) The lawful use of any dwelling, building, or structure and of any land or premises, as existing and lawful at the time of enactment of a zoning resolution or amendment thereto, may be continued, although such use does not conform with the provisions of such resolution or amendment, but if any such non-conforming use is voluntarily discontinued for two years or more, any future use of land shall be in conformity with sections 303.01 to 303.25, inclusive, of the Revised Code. The board of county commissioners shall provide in any zoning resolution for the completion, restoration, reconstruction, extension, or substitution of non-conforming uses upon such reasonable terms as are set forth in the zoning resolution.

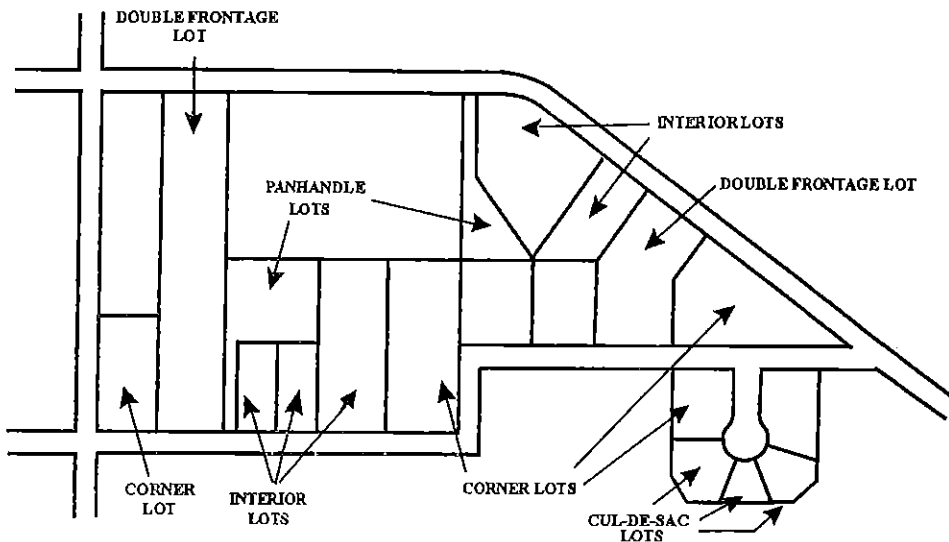
Light Trespass: Light which goes beyond the boundary of the site on which the light source is located.

Limestone Quarry: A mineral extraction site and mining operation where limestone is the principal material excavated for commercial sale or use in another location, but does not include such excavation resulting from the construction of a sanitary landfill.

Living Space: The total of the finished interior floor area for each story in a dwelling unit for the purpose of living, sleeping, cooking, eating, bathing, washing, and sanitation use purposes and does not include an unfinished basement, attic, unenclosed porch, garage, carport, utility room, or storage room. (Also see Floor Area, Gross.)

Loading Space, Off-Street: An unobstructed area within, adjacent to, or on the same site of non-residential use building provided and maintained for the temporary parking of trucks and other commercial delivery vehicles for the purposes of loading and unloading goods, wares, materials, and merchandise.

Lot: A parcel of land of described legal boundary and area, per the types and terms defined as follows; (see illustration).



Lot, Building or Buildable: A lot of record which meets or otherwise satisfies permit requirements of this Code in effect at the time of its creation for construction or placement of one or more buildings and accessory structures (Also see Lot of Record, Legal Non-Conforming and Grandfathered.)

Lot, Corner: A lot bordered by public roads/streets along two (2) or more of its intersecting boundaries.

Lot Coverage: The percentage of a lots surface covered by structures and pavement, or other impervious material.

Lot Depth: The average distance between the street right-of-way line and the rear lot line or point, measured perpendicular or radial to the street right-of-way line. In the case of panhandle lots such distance shall be measured from the front property line.

Lot, Double Frontage: A lot having frontage along two (2) public roads/streets at opposite ends of the lot.

Lot, Single Frontage: A lot having frontage along one (1) public road/street.

Lot, Panhandle (a.k.a. Flag Lot) as named due to shape: A lot along which the only legal road/street frontage is at one end of a narrow strip of land which extends back from the road/street to the body portion of the lot.

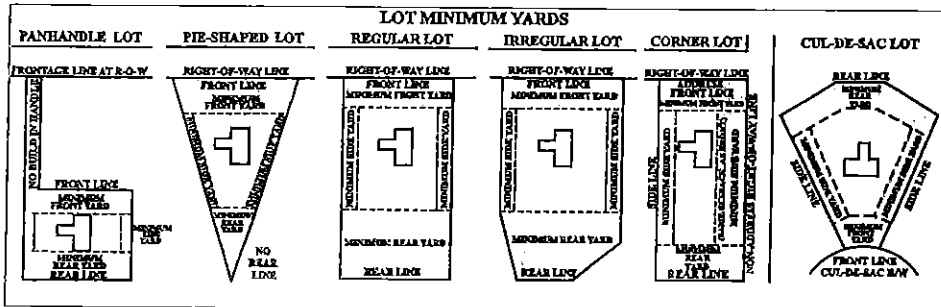
Lot Frontage: Any boundary of a lot in common with the right-of-way (or roadway easement) line of a public road/street that is along that boundary, as established by the County Thoroughfare Plan.

Lot Lines: The intersecting lines which form the legal boundary of the lot, as surveyed or recorded (see illustration).

Lot Line, Front: The boundary line(s) of a lot which, respectively, coincide with the public road/street right-of-way line(s), or the road/street centerline(s) as applicable if there is no right-of-way line. On a panhandle lot, it is the next closest line back from and mostly parallel with the front line at the road/street. All lot lines along streets are front lot lines.

Lot Line, Rear: The boundary line of a lot that is opposite and usually most distant from and often nearly parallel to the front lot line. On corner lots and a pie-shaped lot where the side lot lines come to a point at the rear of the lot, there is no rear line.

Lot Line, Side: The boundary line of a lot, which, respectively, extend between each end of the front and rear boundary lines. Or, front the opposite ends of the front line to intersect each other at the rear-most point of a pie-shaped lot.



Lot, Non-Building or Unbuildable: A lot that does not meet the requirements of the current Zoning Code or the Zoning Code in effect at the time of its creation.

Lot of Record: A lot that met the requirements of the Zoning Code that was in effect at the time of its creation (See also non-conforming).

Lot Width: The distance between the side lot lines, measured at the minimum front building setback line.

Lowest Floor: The lowest floor of the lowest enclosed area in a building, including basement. (Also see Lowest Habitable Floor.)

Lowest Habitable Floor: The elevation of the lowest floor area of a building which is deemed habitable space certified by the Chief Building Official of Warren County, Ohio, being above the minimum elevation required by the Warren County Flood Damage Prevention Regulations if applicable to the building being within one hundred (100) year floodplain. (Also see Lowest Floor.)

Luminaire (aka Light Fixture): A complete lighting unit, consisting of a light source and all mechanical, electrical, and decorative parts.

Major Subdivision: The division of a parcel of land that requires the approval of plat by the Regional Planning Commission as authorized by Section 711 of the Ohio Revised Code.

Manufacturing: To bring something into being by forming, shaping, combining, or altering materials. (See Industrial)

Manufactured Home: A building unit or assembly of closed construction that is fabricated in an off-site facility and constructed in conformance with the federal construction and safety standards established by the Secretary of Housing and Urban Development pursuant to the "Manufactured Housing Construction and Safety Standards Act of 1974," 88 Stat. 700, 42 U.S.C.A. 5401, 5403, and

that has a permanent label or tag affixed to it, as specified in 42 U.S.C.A. 5415, certifying compliance with all applicable federal construction and safety standards. (ORC 3781.06)

Manufactured Home, Permanently-Sited: Means a manufactured home that meets all of the following criteria:

- (a) The structure is affixed to a permanent foundation and is connected to appropriate facilities;
- (b) The structure, excluding any addition, has a width of at least twenty-two (22) feet at one point, a length of at least twenty-two (22) feet at one point, and a total living area, excluding garages, porches, or attachments, of at least nine hundred (900) square feet;
- (c) The structure has a minimum 3:12 residential roof pitch, conventional residential siding, and a six (6) inch minimum eave overhang, including appropriate guttering;
- (d) The structure was manufactured after January 1, 1995;
- (e) The structure is not located in a manufactured home park as defined by section 3733.01 of the Revised Code.

Massage Parlor: Any place where, for any form of consideration or gratuity, massage, alcohol rub, administration of fomentations, electric or magnetic treatments, or any other treatment or manipulation of the human body occurs as a part of, or in connection with, "specified sexual activities", or where any person providing such treatment, manipulation, or service related thereto, exposes his or her "specified anatomical areas". This definition does not include the practice of massage in a licensed hospital under the auspices of a hospital by a licensed physician, surgeon, chiropractor, or osteopath, by any nurse or technician working under the supervision of a licensed physician, surgeon, chiropractor, or osteopath, or by trainers for any amateur, semi-professional, or professional athlete, or athletic team, or school athletic program.

Materials/Resource Recovery Facility (MRF): A facility that extracts, removes, or reclaims valuable materials and/or energy from solid wastes or any combination of structures, machinery, or devices utilized to separate, process, modify, convert, treat, or prepare collected solid waste for management other than by disposal so that component materials or substances or recoverable resources may be recovered or used as a new material or energy resource. For purpose of this Zoning Code, an MRF is also further defined to mean an engineered complex constituted by one (1) or more building(s) or completely contained installation(s) consisting of structures, machinery and/or devices that are utilized to separate, process, modify, convert, treat, or prepare incoming solid waste for purpose of extracting, recovering, removing, or reclaiming one (1) or more component material, substance, or resource for reuse.

Micro Wind System: A building-mounted WECS that has a nameplate capacity (manufacturer's rating) of ten (10) kilowatts or less, and projects no more than fifteen (15) feet above the highest point of the roof. These WECS are designed primarily to reduce on-site consumption of electrical power.

Mineral Extraction Operation: Mineral Extraction Operation shall be defined the same as "operation" or "surface mining operation". "Operation" or "surface mining operation" means all of the premises, facilities, and equipment used in the process of removing minerals, or minerals and incidental coal, by surface mining from a mining area in the creation of which mining area overburden or minerals, or minerals and incidental coal, are disturbed or removed, such surface mining area being located upon a single tract of land or upon two (2) or more contiguous tracts of land. Separation by a stream or roadway shall not preclude the tracts from being considered contiguous. (ORC 1514.01(F) (1))

Minimum Opening Elevation (MOE): The elevation of the lowest opening through a building foundation wall or the lowest floor of a building at which a door (including a walkout basement), window, window well, or other opening is permitted, as calculated and proposed on a construction grading plan, Zoning/Building Permit plot plan, or recorded subdivision by an engineer registered in the State of Ohio, and verified by the Warren County Engineer. (Also see Lowest Habitable Floor.)

Minor Subdivision or lot Split: A division of a parcel of land that does not involve the approval of a plat by the Regional Planning Commission as authorized by Section 711.131, Ohio Revised Code.

Mobile Home: A building unit or assembly of closed construction that is fabricated in an off-site facility, is more than thirty five (35) body feet in length or, when erected on-site, is three hundred twenty (320) or more square feet, is built on a permanent chassis, is transportable in one (1) or more sections, and does not qualify as a manufactured home as defined in division (C)(4) of section 3781.06 of the Revised Code or as an industrialized unit as defined in division (C)(3) of section 3781.06 of the Revised Code. (ORC 4501.01 (O))

Motel: A commercial use of land and the building or group of buildings in which lodging and perhaps boarding is offered to transient guests for compensation, with access to each unit through an exterior door, typically in close proximity to parking (also see Hotel).

Motor Home: (See Recreational Vehicle)

Motor Vehicle: Any self-propelled vehicle designed primarily for transportation of persons or goods along public streets or alleys, or other public ways.

Natural Succession: The gradual and continuous replacement of one kind of plant and animal group by a more complex group that naturally succeeds the previous group. The plants and animals present in the initial group modify the environment through their life activities thereby making it unfavorable for themselves. They are gradually replaced by a different group of plants and animals better adapted to the new environment.

Non-Conforming: The use of any dwelling, building, or structure and of any land or premises that does not meet the current regulations of this zoning code

Non-Conforming, Legal: (See Legal Non-Conforming)

Nude or Seminude Model Studio:

- (a) "Nude or semi-nude model studio" means any place where a person, who regularly appears in a state of nudity or semi-nudity, is provided for money or any other form of consideration to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other persons.
- (b) A modeling class or studio is not a nude or semi-nude model studio and is not subject to this chapter if it is operated in any of the following ways:
 - (1) By a college or university supported entirely or partly by taxation;
 - (2) By a private college or university that maintains and operates educational programs, the credits for which are transferable to a college or university supported entirely or partly by taxation;
 - (3) In a structure that has no sign visible from the exterior of the structure and no other advertising indicating that a person appearing in a state of nudity or semi-nudity is available for viewing, if in order to participate in a class in the structure, a student must enroll at least three (3) days in advance of the class and if not more than one nude or semi-nude model is on the premises at any one time.

Nudity, nude, state of nudity: (ORC 2907.01) Means the showing, representation, or depiction of human male or female genitals, pubic area, or buttocks with less than a full, opaque covering, or of a female breast with less than a full, opaque covering of any portion thereof below the top of the nipple, or of covered male genitals in a discernibly turgid state.

Nuisance: A condition, activity, or situation (such as a loud noise, foul odor, or intrusive lighting) that interferes with the use or enjoyment of property, especially, a non-transitory condition or persistent activity that either injures the physical condition of adjacent land or interferes with its use or with the enjoyment of easements on the land or of public highways.

Nursery: An agricultural operation, including land, buildings and/or structures for the cultivating, harvesting, storage, and wholesale or retail sale of plants, flowers, shrubbery, or trees grown on-site. Sales of accessory, gardening, or landscaping materials not grown on-site do not qualify as agricultural.

Nursing Home: (See Institutional Care Facility as a type of Community-Based Residential Social Service Facilities)

Official Thoroughfare Plan, Warren County, Ohio: The document establishing the functional classification of the roads/streets which comprise the Warren County thoroughfare network, the width of right-of-way required for the roads/streets in each class, and the projected locations for potential future roads/streets.

Office: A use of land and building(s) for an administrative, professional service, governmental, institutional, or semi-public use activity or operation.

Office/Warehouse: A use of land and building(s) for an administrative office in conjunction with a warehouse business. A showroom is permitted.

Ohio Rapid Assessment Method: A multi-parameter qualitative index established by the Ohio Environmental Protection Agency (OEPA) to evaluate wetland quality and function.

Open Space: All or part of one (1) or more parcels of land, of public or private ownership, existing, improved, and/or set aside, dedicated, designated, or reserved for recreational, resource protection, amenity, and/or buffering use purposes, but not including road/street rights-of-way.

Open Space, Active: Open space designed to be improved and set aside, dedicated, designated or reserved for recreational facilities, including, but not limited to, swimming pools, or fishing ponds, lakes, play equipment for children, ball fields, court games, picnic facilities, alternative pedestrian circulation systems, etc., areas shall be determined to be sufficient in size and shape to be potentially useable. Designated flood plain, stormwater retention basins or ponds and stormwater detention basins greater than three-fourths (3/4) acre in size designed to be utilized for active recreational purposes shall qualify provided a perpetual mechanism has been established for maintaining and ensuring such area; however, in no event shall the following qualify as active open space:

- (a) Areas sloped greater than fifteen (15) percent.
- (b) Completely wooded areas not incorporating pedestrian circulation systems or other active recreational facilities.
- (c) Normally required sidewalks outside open space areas.

Open Space, Common: Is an area or areas within the boundaries of the PUD designed, set aside, and maintained for use by residents of the PUD that is not dedicated as public lands and does not include open space as defined. Common open space includes swimming pool, golf courses, club houses, tennis courts, playing fields, land to accommodate required green infrastructure such as planting strips, street medians/islands, and conventional stormwater management devices.

Open Space, Passive: Open space designed to be essentially unimproved and set aside, dedicated, designated, or reserved for peaceful aesthetic enjoyment.

Open Space, Primary: The following are primary open space areas: The one hundred (100) year floodplain; stream buffer areas; wetlands; habitat for federally listed endangered or threatened species; archeological sites, important historic sites; cemeteries; and burial grounds.

Open Space, Secondary: The following are secondary open space areas and shall be included within the required open space to the maximum extent possible: native forests of at least one contiguous acre; other significant natural features; areas that connect the tract to neighboring open space, trails or greenways; soils with severe limitations for development due to drainage problems; agricultural lands of at least fifteen (15) contiguous acres.

Ordinary High Water Mark: The point on the bank or shore of a stream to which the presence and action of surface water is so continuous as to leave a distinct marking by erosion, destruction, or prevention of woody terrestrial vegetation, a predominance of aquatic vegetation or other easily recognized characteristic. The ordinary high-water mark defines the channel of a stream.

OSHA: The Occupational Safety and Health Act, 29 U.S.C. 651 et seq.

Outdoor Amphitheater: A place, not enclosed in a building, having a stage and seating for performances, concerts, and the like, with the seating for spectators arranged largely within a natural or artificial grade in the land, such as a hillside or depression.

Owner Occupant: The occupant of a residential dwelling owned by the same.

Parcel: A contiguous tract of land in one possession (see Lot).

Parcel, Parent: A parcel which existed as of *January 20, 2012* of this Zoning Code.

Park, Trailer: (See Recreational Vehicle):

Parking Lot: A portion of a parcel of land devoted to unenclosed parking spaces.

Parking Space: An area of a parking lot designated for the parking of a single motor vehicle (see parking lot and parking space, handicapped).

Parking Space, Handicapped: A parking space sized and maintained with permanent signage and markings for use by the handicapped, in conformance with the requirements of the Americans With Disabilities Act (Public Law 101-336), as amended.

Pavement, Permeable: Pavement materials such as pervious concrete, porous asphalt, interlocking concrete pavers, bricks, or similar material (excluding gravel) which allows storm water to percolate through, rather than runoff (see Runoff).

Parking Bay: Two adjacent rows of parking spaces.

Parking Row: A set of parking spaces aligned in a linear fashion within a parking lot.

Park, Trailer: (See Recreational Vehicle)

Personal Service: An establishment primarily engaged in providing individual services generally related to personal needs, such as, but not limited to barber shops, beauty shops, nail salons, day spas, travel agencies, and photographic studios.

Planned Unit Development (PUD): A land area zoned if approved as requested by the owner(s) or designated agent for unified development with flexible restrictions on residential, commercial, industrial, and/or public uses. As defined by (Black's Law Dictionary).

Plat: A map describing a piece of land and its features, such as boundaries with dimensions, lots, roads, and easements. Black's Law Dictionary

Potable Water: Water suitable for human consumption, as defined by SWDA.

Principle Permitted Use: The primary or predominant land use activity for which a building, structure or lot is to be used.

Protected Uses: Any public building owned, leased, or held by the United States, the State of Ohio, Warren County, any city, village, or township, any special district or school district, or any other agency or political subdivision which building is used for government purposes; or land which has been designated for park or recreational activities, including but not limited to: a park, playground, nature trails, swimming pool, reservoir, athletic field, basketball or tennis courts, pedestrian or bicycle paths, open space, wilderness areas, recreation area, or similar land; or quasi-public facility (i.e., any building or improved property customarily open to the public for non-commercial purposes, but which is not under government ownership or control); or religious institution (i.e., any church, synagogue, mosque, temple or building used primarily for religious worship and related religious activities); or residential district or use, as set forth in this Zoning Code; or school (i.e., any public or private educational facility, including, but not limited to, child care facilities, nursery schools, pre-schools, kindergartens, elementary, primary, intermediate, junior, middle, secondary, or high schools, vocational schools, continuation schools, special education schools, junior colleges, colleges and universities, but not including facilities used primarily for another purpose(s) and only incidentally used as a school).

Protected Public Water Supply: A public water system with at least fifteen (15) service connections used by year-round residents whose wells lie over the sole source aquifer.

Public: Anything owned and operated by the federal government, state government, or any political subdivision.

Quasi-Public: A non-governmental use, facility, structure, or service, performed by a non-profit corporation or institution of a religious, cultural, educational, philanthropic, or similar nature.

Raingardens: a shallow depression that is planted with native vegetation that temporarily stores and treats polluted rainwater from rooftops, parking lots, driveways, and walkways before entering nearby watersheds.

RCRA: The Resource Conservation and Recovery Act of 1976.

Re-compacted Soil Liner: Soil and perhaps other earthen material of suitable composition excavated from, or imported to, a land disposal site, deposited or from or imported to a land disposal site, deposited or laid in place in loose lifts where the prescribed waste is to be disposed and compacted per lift until a required depth in thickness and permeability of the liner is achieved, for the purpose of preventing or minimizing leachate infiltration into underlying undisturbed earth and ground water.

Recreation Active: Recreation requiring some constructed facilities and organized activities.

Recreation Camp: The same as in Ohio Revised Code, Sec. 3733.01 (G) or as may be amended in the future, is any tract of land upon which five (5) or more portable camping units are placed and includes any roadway, building, structure, vehicle, or enclosure used or intended for use as a part of the facilities of the camp. A tract of land that is subdivided for lease or other contract of the individual lots is a recreation camp if five (5) or more portable camping units are placed on it for recreation, vacation, or business purposes. This does not include any tract of land used solely for the storage or display for sale of dependent recreational vehicles (defined in Sec. 3.361) or solely as a temporary park-camp (defined in Sec. 3.353).

Recreation Facility, Commercial: Recreation facilities operated as a business and open to the general public for a fee.

Recreation Facility, Private: Country clubs, riding stables, golf courses, and other private non-commercial recreation areas and facilities, or recreation centers including private swimming pools.

Recreation Facility, Public: Publicly owned or operated recreation facilities.

Recreation Park-Camp; Combined: The same as in Ohio Revised Code, Sec. 3733.01 (H), or as may be amended in the future, is any tract of land upon which a combination of five (5) or more self-contained recreational vehicles or portable camping units are placed and includes any roadway, building, structure, vehicle, or enclosure used or intended for use as part of the park facilities. A tract of land that is subdivided for lease or contract of the individual lots is a combined park-camp if a combination of five (5) or more recreational vehicles or portable camping units are placed on it for recreation, vacation, or business purposes. This definition does not include any tract of land used solely as a temporary park-camp (as defined in Sec. 3.353).

“Recreation park-camp: combined”: does not include any tract of land used solely as a temporary park-camp or solely as a manufactured home park.

Recreation Park-Camp; Temporary: The same as in Ohio Revised Code, Sec. 3733.01 (R), or as may be amended in the future, is any tract of land used for a period not to exceed a total of twenty-one (21) days per calendar year for the purpose of parking five (5) or more recreational vehicles, dependent recreational vehicles, or portable camping units, or any combination thereof, for one (1) or more periods of time that do not exceed seven (7) consecutive days or parts thereof.

Recreation Passive: Recreation that involves existing natural resources and has a minimal impact.

Recreational Vehicle (a.k.a. RV): A vehicular portable structure that:

Is designed for the sole purpose of recreational travel;

Is not used for the purpose of engaging in business for profit;

Is not used for the purpose of engaging in intrastate commerce;

Is not used for the purpose of commerce as defined in 49 C.F.R. 383.5, as amended;

Is not regulated by the public utilities commission pursuant to ORC Chapters 4919., 4921., or 4923; and,

Is classed as one of the following, per Ohio Revised Code (ORC) Sec. 4501.01 (Q).

(1) “Travel Trailer”: A non-self-propelled recreational vehicle that does not exceed an overall length of thirty-five (35) feet, exclusive of bumper and tongue or coupling, and contains less than three hundred twenty (320) square feet of space when erected on site. “Travel Trailer” includes a “tent-type fold-out camping trailer” as defined in Sec. 4517.01 of the Ohio Revised Code, or as may be amended in the future, which means any vehicle intended to be used, when stationary, as a temporary shelter with living and sleeping facilities, and, according to the following listed properties and limitations, has a minimum of twenty-five (25) percent of the fold-out portion of the top and sidewalls combined that must be constructed of canvas, vinyl, or other fabric, and form an integral part of the shelter, and when folded, the unit must not exceed fifteen (15) feet in length (exclusive of bumper and tongue), sixty (60) inches in height (from the point of contact with the ground), eight (8) feet in width, and one (1) ton gross weight at the time of sale.

(2) “Motor Home” is a self-propelled recreational vehicle that is constructed with permanently installed facilities for cold storage, cooking and consuming of food, and for sleeping.

(3) “Truck Camper” is a non-self-propelled recreational vehicle that does not have wheels for road use and is designed to be placed upon and attached to a motor vehicle. “Truck camper” does not include

truck covers that consist of walls and a roof, but do not have floors and facilities enabling them to be used as a dwelling.

(4) "Fifth-Wheel Trailer" is a vehicle that is of such size and weight as to be movable without a special highway permit, that has a gross trailer area of four hundred (400) square feet or less, that is constructed with a raised forward section that allows a bi-level floor plan, and that is designed to be towed by a vehicle equipped with a fifth-wheel hitch ordinarily installed in the bed of a truck.

(5) "Park Trailer" is a vehicle that is commonly known as a park model recreational vehicle, meets the American National Standard Institute standard A119.5 (1988) for park trailers, is built on a single chassis, has a gross trailer area of four hundred (400) square feet or less when set up, is designed for seasonal or temporary living quarters, and may be connected to utilities necessary for the operation of installed features and appliances.

Recreational Vehicle; Dependent: Means a recreational vehicle other than a self-contained recreational vehicle. "Dependent recreational vehicle" includes a park model.

Recreational Vehicle; Self-Contained: Means a recreational vehicle that can operate independent of connections to sewer and water and has plumbing fixtures or appliances all of which are connected to sewage holding tanks located within the vehicle. "Self-contained recreational vehicle" includes a park model.

Recreational Vehicle (a.k.a. RV) Park: Means any tract of land used for parking five (5) or more self-contained recreational vehicles and includes any roadway, building, structure, vehicle, or enclosure used or intended for use as part of the park facilities and any tract of land that is subdivided for lease or other contract of the individual lots for the express or implied purpose of placing self-contained recreational vehicles for recreation, vacation, or business purposes. "Recreational vehicle park" does not include any tract of land used solely for the storage or display for sale of self-contained recreational vehicles, solely as a temporary park-camp, or solely as a manufactured home park.

Recycling: The process of collecting, sorting, cleansing, treating and reconstituting solid waste that would otherwise be disposed in a solid waste disposal facility and returning reconstituted materials to commerce as commodities for use or exchange, per Ohio Administrative Code Rule 3745-27-01 (WW).

Recycling Facility: An engineered facility or site where recycling is the primary objective of the facility, and:

- (1) The facility accepts only source-separated material and/or mixed recyclables which are currently recoverable using existing technology; or,
- (2) The facility accepts mixed solid waste streams, and recovers for beneficial use not less than 60 percent (60%) of the volume of solid wastes brought to the facility each month (as averaged monthly) for not less than eight (8) months in each calendar year: and disposes of not more than forty percent (40%) of the total volume of solid wastes brought to the facility each month (as averaged monthly) for not less than eight (8) months in each calendar year. Does not include a solid waste disposal facility and does not include a waste tire disposal facility.

Regularly features or regularly shown: Means a consistent or substantial course of conduct, such that the films or performances exhibited constitute a substantial portion of the films or performances offered as a part of the ongoing business of the adult entertainment establishment.(ORC 2907.39)

Regulated Substances:

- (A) Regulated Substances are chemicals or mixtures of chemicals that are health hazards. Materials packaged for personal or household use as food or drink for man or other animals are not Regulated Substances. Regulated Substances include:
- (1) Chemicals which are regulated by SDWA, TSCA, RCRA, OSHA, CERCLA, or other state and/or federal environmental laws and regulations, or for which there is scientific evidence that acute or chronic health effects may result from exposure including carcinogens, toxic and highly toxic agents, reproductive toxins, irritants, corrosives, sensitizers, hepatotoxins, the hematopoietic system, and agents which damage the lungs, skin, eyes or mucous membranes.
 - (2) Mixtures of chemicals which have been tested as a whole and have been determined to be a health hazard.
 - (3) Mixtures of chemicals which have not been tested as a whole but which contain any chemical which has been determined to be a health hazard and which comprises one percent (1%) or greater of the composition on a weight per unit weight basis, and mixtures of chemicals which include a carcinogen if the concentration of the carcinogen in the mixture is one-tenth percent (0.1%) or greater of the composition on a weight per unit weight basis.
 - (4) Ingredients of mixtures prepared within the Aquifer Protection "A-P" Overlay Area in cases where such ingredients are health hazards but comprise less than one-tenth (0.1) of one percent (1%) of the mixture (on a weight per unit weight basis), if carcinogenic; or if less than one percent (1%) of the mixture (on a weight per unit weight basis), if non-carcinogenic.
 - (5) Petroleum and non-solid petroleum derivatives (except non-PCB dielectric fluids).
- B. Determination of whether a material is a Regulated Substance can be made upon review of a Material Safety Data Sheet (MSDS). This should be available from the manufacturer, vendor, or distributor of the product. The most recent United States Environmental Protection Agency, Title III Lists of Lists, is a reference to potential Regulated Substances and is not a comprehensive listing.
- C. Determination and verification of Regulated Substances shall be administered by the Warren County Zoning Inspector or his designee.

Religious Institution: A use of land and buildings located thereon for uses where persons regularly assemble, for religious purposes and related social and educational events, maintained and controlled by a religious body organized to sustain such ceremonies and activities (e.g., rectory, convent, parochial school, meeting hall, offices, outdoor worship facilities, child care).

Replacement Cost: The cost to replace a structure, damaged or destroyed, as determined by a written appraisal from a state certified appraiser.

Residential: A category of use inclusive of the land and building(s) and other structure(s) located thereon as a place utilized for dwelling purposes as specified and regulated in this code.

Restaurant: A business use where food and beverages are sold, prepared, served, consumed, and/or carried out.

Rest Home: (See Institutional Care Facility as a type of Community-Based Residential Social Service Facility)

Retail Small Scale/Light Manufacturing: Means an accessory and associated light manufacturing use conducted in conjunction with the primary retail use. The manufacturing use is conducted within the building in which the retail use is carried out, and the manufactured products are display and are available for sale on-site.

Right-of-Way: Land owned or purchased by or dedicated to the public for use as a public way, most often for purpose of containing a road or street. (see, Road and Street)

Road: A public way consisting one (1) or more paved lanes providing for motor vehicle travel, perhaps parking, and providing frontage and access for abutting properties. (see Street and Thoroughfare)

Runoff: The portion of precipitation in excess of the infiltration capacity of underlying soils to absorb and contain which drains away from, and runs off, the surface of land. (See Impervious Surface)

Sand and Gravel Pit: An excavation resulting from a mining operation where the removal of sand and/or gravel is undertaken for commercial sale or use in another location, but does not include such excavation resulting from construction of a sanitary landfill.

Sandstone Quarry: An excavation resulting from a mining operation where the removal of sandstone is the principal material excavated for commercial sale or use in another location, but does not include such excavation resulting from construction of a sanitary landfill.

Sanitary Land filling: A method of disposing of solid wastes on land in a manner intended to minimize environmental hazards by compacting the solid wastes to the smallest practical volume, and apply cover material daily.

Sanitary Landfill Facility: An engineered facility where the final deposition of solid waste on or into the ground is practiced in accordance with Ohio Administrative Code (OAC) Chapters 3754-27 and 3754-37, including areas of solid waste placement, all groundwater monitoring/control system structures, buildings, explosive gas monitoring/control/extraction system structures, run-on and run-off control structures, sedimentation pond(s), liner systems, leachate management system structures and areas within the three hundred (300) foot radius, from the limits of solid waste placement unless deemed acceptable by the Ohio Environmental Protection Agency (OEPA).

Screening: A method of shielding or obscuring abutting structures or uses by fencing, walls, berms, or densely planted vegetation.

Seat: For the purpose of determining the number of off-street parking spaces for certain uses, the space allocated for seating individuals, measuring not less than twenty four (24) lineal inches across the seating surface of a bench, pew, or space for loose chairs.

Secondary Dwelling Unit: An additional living unit that is associated with a primary dwelling unit, that is either located entirely within the principal structure of the primary dwelling unit or is a detached accessory building, which serves as an additional living unit for sleeping, cooking, and sanitation, and that complies with the standards of Section 3.203.5. Secondary Dwelling Units are not for use and occupancy by tenants.

Semi-nude or State of Semi-nudity: Means a state of dress in which opaque clothing covers not more than the genitals, pubic region, and nipple of the female breast, as well as portions of the body covered by supporting straps or devices. (ORC §§ 503.51 & 2907.39)

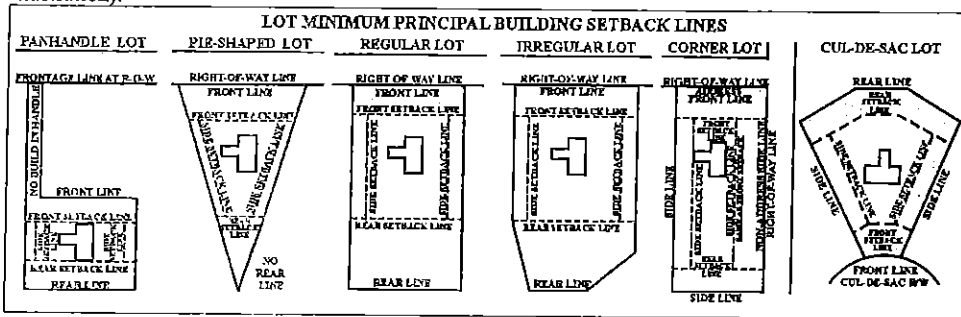
Semi-public: (See Quasi-public)

Setback: The distance which a building or structure is set back inward from a street right-of-way line or parcel boundary line. (See Yards).

Setback Line, Front: The line inward and parallel from the front line of a lot representing the minimum distance which a principal building or structure is set back from that boundary (see illustration).

Setback Line, Rear: The line inward and parallel from a rear boundary line of a lot representing the minimum distance which a principal or accessory building is set back from that boundary (see illustration).

Setback Line, Side: The line(s) inward and parallel from a side boundary line(s) of a lot representing the minimum distance which a principal or accessory building is set back from that boundary (see illustration).



Sexual Encounter Establishment: (ORC §§ 503.51 & 2907.39)

- (a) "Sexual encounter establishment" means a business or commercial establishment that, as one (1) of its principal business purposes, offers for any form of consideration a place where either of the following occur:
 - (1) Two or more persons may congregate, associate, or consort for the purpose of engaging in specified sexual activities.
 - (2) Two or more persons appear nude or semi-nude for the purpose of displaying their nude or semi-nude bodies for their receipt of consideration or compensation in any type or form.
- (b) An establishment where a medical practitioner, psychologist, psychiatrist, or similar professional person licensed by the state engages in medically approved and recognized therapy, including, but not limited to, massage therapy, as regulated pursuant to section 4731.15 of the Revised Code, is not a "sexual encounter establishment."

Sign: (a.k.a. Signage):

Means any structure, or natural object such as a tree, rock, bush, and the ground itself, or part thereof, or device attached thereto or painted or represented thereon, which shall be used to attract attention to any object, product, place, activity, person, institution, organization, or business, or which shall display or include any letter, word, banner, flag, pennant, insignia, device, or representation used as, or which is in the nature of, an announcement. For the purpose of these regulations, direction, or advertisement word "sign" does not include the American flag, the insignia of any government, governmental agency or of any charitable organization.

Sign, Abandoned: A sign which no longer identifies a bona fide business, lessor, service, owner, product, or activity, time of event passed, and where either of the following applies:

- (1) No legal owner can be found; or,
- (2) The property owner has been given a written order to rehabilitate or demolish, and for which work has not commenced and the owner can not demonstrate a diligent and good faith effort to implement actions; or,
- (3) The property taxes are delinquent and the site is not actively offered for sale, lease, or rent

Sign, Billboard: An Off-Premise sign exceed 6feetin height or 48square feet in area of a sign face and is freestanding sign supported by a single monopole structure

Sign, Changeable Copy: A sign or a portion of a sign with letters, characters, or graphics that are not permanently affixed to the sign structure or face allowing the letters, characters, or graphics to be modified manually.

Sign, Channel Lettering: Fabricated or formed three-dimensional letter that may accommodate a light source or a sign where only the letters/logo is illuminated.

Sign, Channel Lettering-Reverse: A fabricated dimensional letter with opaque face and side walls with an internal light source to the rear of the letters used for "halo" or "silhouette" lighting.

Sign, Gateway: A sign announcing a development.

Sign, Ground: A sign solely supported on and from the ground.

Sign, LED: An LED sign is a sign or a portion of a sign with letters, characters, or graphics displayed on an LED board that may be modified to display a variety of messages.

Sign, Memorial or Memorial Tablet: A sign cut into a masonry or metal surface indicating the name of the structure (not the use of the structure) and/or the year of the structure's erection.

Signs, Non-Conforming: Signs legally existing on the effective date of this code that does not conform to the height, size, and type provisions of this Chapter or the setback standards for the zoning district. For the purposes of this definition the term "sign" shall include the sign face and the structure on which the sign face is attached.

Sign, Off-Premise: A sign that directs attention to a business, commodity, service, or entertainment conducted, sold or offered at a location other than the premises on which the sign is located.

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Sign, Roof: ~~Any sign that is supported on a structure which is located wholly or partly on the roof or above the roof or partly on the roof or above the roof line of any building.~~

Sign, Permanent: All signs that are not temporary signs.

Sign, Pole: A sign solely supported on a pole.

Sign, Roof: Any sign that is supported on a structure which is located wholly or partly on the roof or above the roof or partly on the roof or above the roof line of any building.

Sign, Signature: A sign containing name and/or logo only.

Sign, Structure: The supports, uprights, bracing, or framework of any structure exhibiting a sign, be it single-faced, double-faced, or V-type or otherwise.

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Sign, Temporary: A sign that is not designed or intended for display for more than thirty (30) days. Such signs are not permanently attached to a building, structure, or installed in ground. Temporary signs include but are not limited to pennants, banners, streamers, beacons, searchlights, and similar-type devices.

Sign, Wall: A sign painted on, attached to, or erected against an exterior wall of a building or other wall structure, with the display face of the sign parallel to and not more than twelve (12) inches from the wall and which does not project above the roof line or beyond the corner of a building on which mounted.

Sign, Window: A sign that is applied or attached to a window or door, or a sign located near a window within a building for the purpose of being visible to and read from the outside of the building

Site: Part or all of one (1) or more lot, parcel, or tract of land used, designed, intended, proposed or planned for specific use and development or a place where something was, is, or is to be located. (See Lot, Parcel and Use.)

Site Plan: A drawing of a property, to scale and with accurate dimensions, depicting the size and location of existing and proposed structures, building setbacks, rights-of-way, easements, walkways, and other such information.

Sleeping Room: A room within a residential dwelling that functions as a separate space used for living and sleeping, but not for cooking and eating purposes.

Slope: The degree of deviation of a surface from the horizontal, usually expressed in percent or degrees regarding the grade of land.

Small Wind Farm: A Wind Energy Conversion System (WECS) with a single interconnection to the electrical grid and designed for, or capable of, operation at an aggregate capacity of less than five (5) megawatts.

Soil: Natural deposited mineral and organic matter constituting the earth outer surface or as otherwise altered by man.

Solar Energy System: A device on a structure or a lot to collect, store, and use the energy from the sun.

Sole Source Aquifer: The southern portion of the Buried Valley Aquifer System of the Great and Little Miami River Basins of Southwestern Ohio, determined by the U.S. Environmental Protection Agency to be the sole or principal source of drinking water in Warren County, pursuant to Section 1424(a) or (e) of the Safe Drinking Water Act (SDWA) P.L. 95-523, as amended P.L. 96-502, 42 U.S.C. 300(i) et seq).

Solid Wastes: Such unwanted residual solid or semi-solid material as results from industrial, commercial, agricultural and community operations, excluding earth or agricultural and community operations, excluding earth or material from construction, mining, or demolition operations, or other waste materials of the type that would normally be included in demolition debris, non-toxic fly ash, spent non-toxic foundry sand and slag, and other substances that are not harmful or inimical to public health, and includes, but is not limited to, garbage, tires, combustible and non-combustible material, street dirt, and debris. Solid waste does not include any material that is an infectious waste or a hazardous waste.

Semi-solid material does not contain liquids which can be readily released under normal climatic conditions, as determined by Method 909 (Paint Filter Liquids Test) SW-846: "Test Methods for Evaluating Solid Wastes Physical/Chemical Methods".

Per recognition and allowance by the Ohio Environmental Protection Agency, residual waste as included herein is a type of solid waste and which may qualify as to characterization for disposal in certain classes of solid waste disposal facilities in conformance with Ohio Administrative Code Chapter 3745-30.

In accordance with Ohio Revised Code (ORC) Chapter 3734.027, low-level radioactive wastes are not included as a type of waste permissible for disposal at a solid waste disposal facility.

Asbestos waste handling and disposal is acknowledged as a type of waste permissible for disposal at a solid waste disposal facility in accordance with Ohio Administrative Code (OAC) Rules 3745-20-05 through 3745-20-07 inclusively, as amended.

"Infectious wastes" excluded from a solid waste disposal facility permissible by this Zoning Code are as defined in Ohio Administrative Code (OAC) Chapter 3734.01(R) inclusively, and as amended.

"Hazardous wastes" excluded from a solid waste disposal facility permissible by this Zoning Code are as defined in Ohio Administrative Code Chapter 3745-51, and as amended.

Solid Waste Disposal Facility: Any site, location, tract of land, installation, or building used for incineration, composting, sanitary land filling, or other methods of disposal of solid wastes.

Solid Waste Transfer Station: Any site, location, tract of land, installation, or building that is used or intended to be used primarily for the purpose of transferring solid wastes that are generated off the premises of the facility from vehicles or containers into other vehicles or containers for transportation to a solid waste disposal facility.

Specified Anatomical Areas: Used in the Zoning Code for the regulation of Sexually Oriented Businesses means and includes any of the following:

- (1) Less than completely and opaquely covered human genitals, pubic region, buttocks, anus, or female breast below a point immediately above the top of the areola; or,
- (2) Human male genitals in a discernibly turgid state even if completely and opaquely covered.

Specified Criminal Acts: The offenses defined in Ohio Revised Code Chapter 2907, as amended, and similar offenses pursuant to municipal ordinances, township/county resolutions of this or any other state, the statutes and regulations of any other state or of the United States, or tax violations in connection with Sexually Oriented Business.

Specified Sexual Activities: "Specified sexual activities" as used in the Zoning Code for the regulation of Sexually Oriented Businesses means and includes any of the following

- (1) The fondling, intentional touching of human genitals, pubic region, buttocks, anus, or female breast.
- (2) Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy; or,
- (3) Masturbation, actual or simulation; or,
- (4) Human genitals in a state of sexual stimulation, arousal, or tumescence; or
- (5) Excretory functions as part of, or in connection with, any of the activities set forth in subdivisions (1) through (4)

Stable: Building(s) and other structures and the land on which located used, designed, or intended for the boarding of domestic animals, most typically horses, including associated grazing, exercise, training, and show areas.

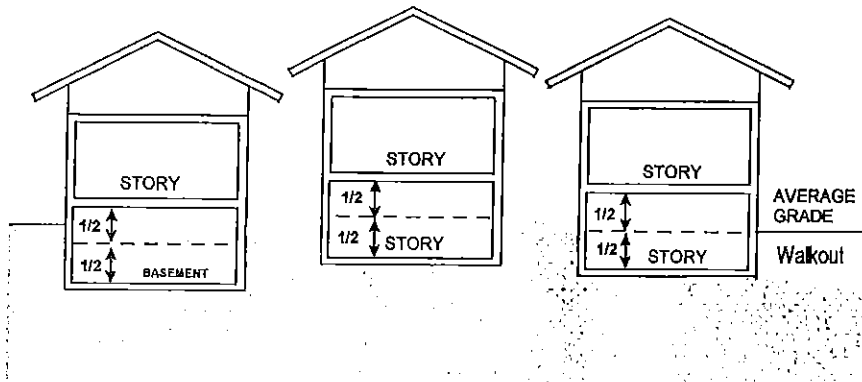
Stormwater Pollution Prevention Plan (SWPPP): The plan which describes all the elements of the

stormwater strategy implemented during and after construction. The plan addresses erosion control and stormwater quality.

Stormwater Quality Treatment: The removal of pollutants from urban run-off and improvement of water quality, accomplished largely by deposition and utilizing the benefits of natural processes.

Story: The space in a building between the surface of one floor, other than a mezzanine, to that of the next floor above it or to the ceiling from the uppermost floor (See **Basement**).

Story, Half: A habitable space in a building above the highest full story below it and under a sloping roof of the building, if the line of intersection of the roof and wall is three (3) feet or less above its floor. (Also see **Habitable Space**.)



Stream: A surface watercourse with a well-defined bed and bank, either natural or artificial, which contains and conducts continuous or periodical flowing water in such a way that perennial terrestrial vegetation cannot establish roots within the channel.

Stream Setback: The distance set back from each bank of a stream to protect the stream setback area and stream from structural encroachment, impacts of development and streamside residents from impacts of flooding and land loss through erosion. Stream setbacks contain all land in between them to each side of the stream for which defined and required by the establishment criteria specified in this Section.

Stream Setback Area: A transitional area between flowing water and terrestrial ecosystems, which provides a continuous exchange of nutrients and woody debris between land and water. This area may or may not be periodically influenced by flooding, but often includes floodplain of the stream. Stream setback areas, if appropriately sized and managed, help to stabilize banks, limit erosion, reduce flood-size flows, and/or filter and settle out runoff pollutants, or perform other functions consistent with the purposes of this Section.

Street, Public: A public way same in function as a road, but most often within dedicated public right-of-way flanked by public utilities easements, sidewalks, and bikeways and having curbs and gutters rather than side ditches for pavement drainage. (See **Road** and **Thoroughfare**.)

Street, Private: Any road or street that is not publicly owned and maintained and used for access by the occupants of the development, their quest, and the general public.

Structure: Anything constructed or erected for use with location on, within, or attachment to the ground for purposes as regulated by this code, the use of which requires a permanent location on the ground or attached to something having a permanent location on the ground, including, but not limited to trailers or mobile homes, tents, signs, swimming pools, pergolas, kiosks, pilings, piers, and bulkheads, but not including septic tanks and septic systems; and accessory facilities associated with the provision of utilities such as drains, wells, transformers, and telephone poles.

Structure, Temporary: A structure without a foundation or footing, to be removed upon the expiration of the permitting time frame.

Structure, Minor: Any small accessory structure or building such as birdhouses, tool houses, pet houses, play equipment, arbors, fire pits, outdoor cooking and grill islands, outdoor fireplaces, and walls and fences.

Subdivision: The division of a parcel of land, per Ohio Revised Code (ORC) Section 711.001 and the Warren County Subdivision Regulations (Also see Lot, Lot of Record, and Parcel.)

Substantial Enlargement of a Sexually Oriented Business: An increase in the original floor area occupied by a sexually oriented business by more than 15 percent.

Suburban fringe: A transition zone between the city/villages and the rural area that are identified by the following zoning districts "R1-B", "R2", and "R3".

Swimming Pool: A recreational use structure, above or in ground, containing water eighteen (18) inches or greater in depth, for purposes of swimming, wading, or bathing, inclusive of support facilities in relation thereto, such as enclosure fencing.

Telecommunications Facility: A FCC permitted wireless telecommunications facility that exists on or after October 31, 1996.

Telecommunications Facility, Base Station: Transmission equipment and any non-tower structure that facilitates FCC permitted wireless communications.

Telecommunications Facility, Collocation: The installation of additional transmission equipment on an existing tower or other permitted support structure.

Telecommunications Facility, Eligible Facilities Request: A request to modify an existing tower and/or base station that does not cause a substantial change to the physical dimensions of the tower or other support structure or base station, involving:

- (a) Collocating new transmission equipment;
- (b) Removing transmission equipment; or
- (c) Replacing transmission equipment.

Telecommunications Facility, Eligible Support Structure: A tower or other support structure that exists when a modification application is filed with the Warren County Zoning Inspector.

Telecommunications Facility, Equipment: Equipment that facilitates transmission and reception of FCC licensed or authorized wireless communication signals, including, but not limited to, antennas, coaxial or fiber-optic cable, radio transceivers, and regular and backup power supply.

Telecommunications Facility, Site: The area within the boundary of the leased or owned property that underlies and surrounds a telecommunications tower, or other support structure, and base station, and including, but not limited to any access driveway, utility service line, and fall-radius easements related to the facility.

Telecommunications Facility, Small Cell Tower: A tower greater than the zoning district height but under fifty (50) feet, or an existing facility that has been adapted for the location of transmission or related equipment to be used in the provision of Cellular Telecommunications Services. The term Small Cell Tower includes mini cell towers, distributed antenna system towers, micro cell towers, mini cell, or similar systems.

Telecommunications Facility, Substantial Change: Modifications to the physical dimensions of an eligible support structure that qualify according to the criteria specified in Section 3.205.11(N) (2).

Telecommunications Facility, Telecommunications Tower: A tower constructed for, or an existing facility that has been adapted for, the location of transmission or related equipment to be used in the provision of Cellular Telecommunications Services or Personal Communication Services. The use excludes Small Cell Towers.

Telecommunications Facility, Tower: A guy-wired, metal lattice, or monopole structure that is for the sole or primary purpose of supporting FCC permitted antennas and any associated equipment for facilitating wireless communication services.

Thermophilic Stage: A biological stage in the composting process characterized by a high rate of decomposition, large heat generation, and temperatures generally above one hundred (100) degrees Fahrenheit.

Thoroughfare Plan: The main or heavily traveled public roads, streets, or highways, identified by functional classification in the Warren County Official Thoroughfare Plan in being higher than Local in class. (See, Road, Street and Official Thoroughfare Plan).

Time of Travel Boundary: A locus of points from which water takes an equal amount of time to reach a given destination such as a well or wellfield.

Towers: Any free-standing or attached structure to a building or other structure; owned or principally used by a public utility or other person or entity that exceeds twice the permitted height requirement of the district.

Traffic Impact Study: A study which assesses the effects that a particular development's traffic will have on the transportation network. The report includes an analysis of anticipated roadway conditions, traffic circulation patterns and volumes. These studies are used to help evaluate whether the development is appropriate for a site and what type of transportation improvements may be necessary.

Travel Trailer: (See recreational vehicle)

Truck Camper: (See recreational vehicle)

Truck Terminal: A specialized distribution building for redistributing goods from one truck to another as an intermediate transfer point. These facilities are primarily used for staging loads (rather than long-term storage) and possess very little if any storage.

TSCA: The Toxic Substance Control Act, as amended, 15 U.S.C. 2601 et seq.

Underground Storage Tank: One or any combination of tanks, including the underground pipes connected thereto, that are used to contain an accumulation of regulated substances the volume of which, including the volume of the underground pipes connected thereto, is ten per cent or more beneath the surface of the ground. ORC_3737.87(P)

Use: The specific purpose for which land inclusive of the building(s) and other structure(s) thereon and the activities and operations thereof are utilized, designed, arranged, intended, occupied, or maintained.

Use, Temporary: A use permitted for a period of time specified per this code.

Utility Scale Wind Farm: Wind Energy Conversion System (WECS) installations with a total generating capacity over 5 megawatts which are subject to certification by the Ohio Power Siting Board.

Variance: A modification of the strict terms of this Code, if granted by the Board of Zoning Appeals (BZA).

Veterinary Animal Hospital or Clinic: A business use of land and structures thereon as a place used for the medical and surgical care, diagnosis, and treatment of animals, including grooming and boarding accommodations for treatment purposes of observation and recuperation.

Warehouse Depot: A use engaged in storage of manufactured products, supplies, and equipment. This uses is characterized by frequent trucking activity, open storage of material, but does not involve manufacturing, production or selling of the goods they handle.

Wastewater Disposal System, Central: (See Central Sanitary Sewage System)

Wastewater Disposal System, On-Site: A system for the purposes of storing, treating, and disposing of sewage and wastewater generated by the use on the site.

Water Pollution: The unpermitted release of sediment from disturbed areas, solid waste, leachate, or other contaminants into the waters of the state.

Water System, Central: A public system which provides water supply to a development, community, or region.

Water System, On-Site: A well or other similar installation on a site which provides a water supply for the uses on the site.

Waters of the State: All streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, irrigation systems, drainage systems, and all other bodies or accumulations of water, surface and underground, natural or artificial, which are wholly or partly within, or border upon, the zoning jurisdiction, except those private waters which do not combine or affect a junction with natural surface or underground waters. (ORC 1509.01)

Wedding Facility, Event Center: A building or group of buildings where weddings; retreats; seminars; community events; private parties; and similar events are conducted in exchange for compensation. This use may include, but is not limited to, facilities for food preparation and serving, parking facilities, a caretaker residence, and administrative offices.

Well: A bored, drilled or driven-shaft, or a dug hole whose depth is greater than the largest surface dimension and whose purpose is to reach underground water or oil supplies, or to store or bury fluids below ground.

Wellhead: The physical structure, facility, or device at the land surface from, or through which, groundwater flows or is pumped from subsurface, water-bearing formations.

Well Field: A protected land area specified around a well head.

Wetlands: Those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, fens, and similar areas, as defined by Soil & Water Conservation.

Wind Energy Conversion System: (WECS) means an aggregation of parts including the base, tower, generator, rotor, blades, supports, guy wires, and accessory equipment such as utility interconnections, battery banks, etc. in such a configuration as necessary to convert the power of wind into mechanical or electrical energy. WECS are also known as wind chargers, windmills, or wind turbines.

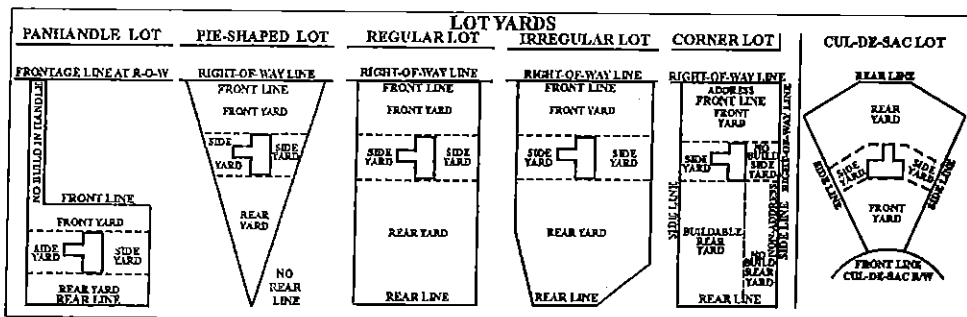
Wind Turbine: A machine that converts the wind's kinetic energy into rotary mechanical energy, which is then used to do work.

Yard: An open space, other than a courtyard, on the lot of a principal building, unoccupied by buildings or structures from the ground to the sky except by trees or shrubbery or as otherwise permitted per this Code. The depth of each required yard is measured between the setback line inward parallel from the lot line (see illustration).

Yard, Front: The yard extending the full width of the lot between the road/street right-of-way line at the front of the lot and the closest point of contact to the principal structure, with the minimum depth thereof measured from the right-of-way line established by the Warren County Official Thoroughfare Plan (see illustration).

Yard, Rear: The yard extending the full width of the lot between the closest distance from the rear lot line or rear-most point on a pie-shaped lot and the first point of contact by a principal structure (see illustration).

Yard, Side: The yard extending from the front yard to the rear yard (except in the case of a corner lot) between the closest point of contact by a principal structure and the nearest side lot line (see illustration) (also see Lot Line, Side).



The right-of-way line is established by the Warren County Official Thoroughfare Plan.

Yard Waste: Leaves, branches, and limbs trimmed or pruned from trees and shrubs, lawn, or other vegetative ground cover, clippings, and garden waste.

Yard Waste Composting Facility: A composting facility receiving only yard wastes, animal wastes incidentally associated therewith, and bulking agents as defined herein.

Zoning District (a.k.a. Zone): An area designation for one of the several zoning classifications defined in this Code which is applied or may be requested for application to part or all of one (1) or more parcels of land, in specifying the permitting provisions, restrictions, and requirements for use of land and structures therein located. (See Zoning Overlay and Planned Unit Development.)

Zoning Inspector: Person(s) appointed by the Board of Warren County Commissioners to administer and enforce the Zoning Code.

Zoning Map, Official: The graphic depiction of the boundaries of the various Zoning Districts and Zoning Overlays which have been respectively applied in a uniform manner to all parcels of property under Warren County Zoning jurisdiction. (See § 2.102 of the Zoning Code.)

Zoning Overlay: A specific zoning area designation applied over the underlying zoning already applicable on part or all of one (1) or more parcel(s) which modifies the zoning regulations(See § 2.101 of the Zoning Code).

Zoning Permit: The official document issued by the Zoning Inspector that certifies that the use, development, and/or structures on a lot or parcel meet all permitting requirements of the Zoning Code.

Zoning Supplemental Regulations: Provisions, restrictions, and conditional requirements specified in the Zoning Code, which may be applicable in addition to the Zoning District and Zoning Overlay regulations.

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

Resolution

Number 23-1615

Adopted Date December 05, 2023

AUTHORIZE THE WATER AND SEWER DEPARTMENT TO ENTER INTO NEGOTIATIONS WITH JONES & HENRY ENGINEERS, LTD FOR PROFESSIONAL ENGINEERING SERVICES RELATIVE TO THE STUDY AND PRELIMINARY DESIGN OF IMPROVEMENTS TO THE LOWER LITTLE MIAMI AND WAYNESVILLE REGIONAL WASTEWATER TREATMENT PLANTS

WHEREAS, pursuant to Resolution #23-1040, adopted August 15, 2023, this Board issued a Request for Qualifications for the procurement of professional engineering services for the design of improvements to the Lower Little Miami and Waynesville Regional Wastewater Treatment Plants; and

WHEREAS, six qualification submittals from engineering consulting companies were received on October 27, 2023; and

WHEREAS, a committee comprised of four individuals from the Water and Sewer Department reviewed and evaluated the submittals with a summary of the evaluations included below; and

ENGINEERING FIRM	TOTAL	RANK
Jones & Henry	360	1
Black & Veatch	338	2
AECOM	306	3
ftc&h	296	4
Wessler	217	5
New River Engineers	186	6

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

NOW THEREFORE BE IT RESOLVED, to direct the Water and Sewer Department to initiate negotiations with Jones & Henry Engineers, LTD for the proposed improvements.

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

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

Resolution adopted this 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water/Sewer (file)
Bid file

Project File

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

Resolution

Number 23-1616

Adopted Date December 05, 2023

ADVERTISE FOR BIDS FOR THE MIDDLETOWN JUNCTION PRODUCTION WELL DRILLING AND CONSTRUCTION PROJECT

BE IT RESOLVED, to advertise for bids for the Middletown Junction Production Well Drilling and Construction Project for the Water and Sewer Department; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for four consecutive weeks on the Warren County website, beginning the week of December 10, 2023; bid opening to be January 11, 2024 @ 11:00 a.m.

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

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

Resolution adopted this 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water/Sewer (file)
OMB Bid file

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

Resolution

Number 23-1617

Adopted Date December 05, 2023

ENTER INTO CLASSROOM TRAINING AGREEMENT ON BEHALF OF OHIO MEANS JOBS
WARREN COUNTY

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

Dental Assistant Academy
4845 Rialto Rd.
West Chester OH, 45069

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Dental Assistant Academy, 4845 Rialto Rd. West Chester Ohio, 45069**, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the contractor may provide occupational skills training such as dental assisting and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2024. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

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

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

require immediate dismissal as per Contractor written policies in the course catalog.

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

Responsibilities of OMJWC:

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

General Provisions:

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

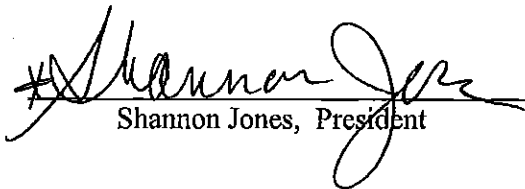
Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. The Contractor will defend, indemnify, protect and save OMJWC harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by the Contractor, its agents, employees, licensees, contractors or sub-contractors; (b) the failure of the Contractor, its agents, employees, licensees, contractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Contractor, its agents, employees, licensees, contractors, or sub-contractors that result in injury to persons or damage to property.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect.

Signature Page

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


Warren County Board of Commissioners



Shannon Jones, President

12-5-23
Date

Contractor



Authorized Contractor Signature

11/15/23

Date


Kaitlin Dougherty

11/15/23

Typed Name of Authorized Contractor

Date

Approved as to form:



Adam Nice, Asst. Prosecutor

11/22/23
Date

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

Resolution

Number 23-1618

Adopted Date December 05, 2023

AUTHORIZE THE WARREN COUNTY SHERIFF TO APPROVE ADDENDUM TO CONTRACT WITH ST. MARGARET OF YORK FOR POLICE PROTECTION

BE IT RESOLVED, to authorize the Warren County Sheriff to approve addendum to contract with St. Margaret of York for police protection; as attached hereto and made a part hereof.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—St. Margaret of York
Sheriff (file)

**ATTACHMENT A
2024 PAYROLL ADDENDUM**

School Resource Deputy Agreement between the Sheriff of Warren County, Ohio and St. Margaret of York, Warren County, Ohio.

In conjunction with the terms and conditions of the above referenced agreement relative to the number of and the compensation for the services of School Resource Deputy Sheriff, and the following schedule of payments, shall be implemented commencing as of January 1, 2024 and continuing through midnight on December 31, 2024.


Salaries (5102)			\$ 85,884.80
Overtime (5114)			\$ 5,000.00
PERS (5811)	18.10%	\$	90,884.80
Benefits (5820)			\$ 7,191.12
Single	1	\$ 599.26	\$7,191.12
Employee + Spouse	0	\$ 1,344.67	\$0.00
Employee + Child	0	\$ 1,068.69	\$0.00
Family	0	\$ 1,758.64	\$0.00
Couple	0	\$ 584.82	\$0.00
Waive	0	\$ 102.76	\$0.00
Worker's Comp (5830)	2%	\$	90,884.80
Medicare (5871)	1.45%	\$	90,884.80
Total			\$ 117,661.59

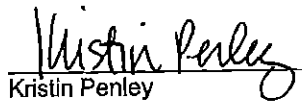
These totals may fluctuate with changes of personnel and be documented in the biweekly payroll record.

1ST QUARTER INVOICE: \$29,415.40
 2ND QUARTER INVOICE: \$29,415.40
 3RD QUARTER INVOICE: \$29,415.40
 4TH QUARTER INVOICE: \$29,415.39


All other conditions and terms shall remain in effect.

In witness where of, the parties have hereunto set their hands on this 28 day of November, 2023, at Loveland, Ohio


 Sheriff Larry L. Sims


 Kristin Penley

APPROVED AS TO FORM


 Adam M. Nice
 Asst. Prosecuting Attorney

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

Resolution

Number 23-1619

Adopted Date December 05, 2023

ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH ENVIRONMENTAL EDUCATORS INC. RELATIVE TO THE WARREN COUNTY SOLID WASTE MANAGEMENT DISTRICT'S EDUCATIONAL PROGRAM

BE IT RESOLVED, to enter into a Professional Service Agreement with Environmental Educators Inc., 10 Cherry Street, Springboro, OH 45066, relative to the Warren County Solid Waste Management District's Education Program, as agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: C/A—Environmental Educators (Suzanne Geisler)
Solid Waste District (file)

CONSULTANT AGREEMENT

by and between

ENVIRONMENTAL EDUCATORS, Inc.

and the

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

This Agreement entered into the date stated below, by and between the Warren County Board of County Commissioners, on behalf of the Warren County Solid Waste Management District, 406 Justice Drive, Lebanon, OH 45036, herein after called the "Board" and Environmental Educators Inc., 10 Cherry Street, Springboro, OH 45066 hereinafter called the "Consultant".

WHEREAS, the Board, in keeping with the approved Solid Waste Plan desires to enter into an Agreement with the Consultant for said service; and

WHEREAS, Suzanne Geisler, "Consultant" does provide professional services in the area of educational programs for integrated solid waste management; and

NOW, therefore, be it agreed by and between the parties hereto as follows:

I. Scope of Service

1. Consultant agrees to perform the educational services for the District under the direction of the Warren County Solid Waste Management District's Director and the Warren County Office of Education County Superintendent's designee.
2. The Consultant shall perform work to complete presentations and activities for teachers and students in the Warren County Schools, Land Lab, Warren County Fair, Camps, specials interest groups, and any other activity determined necessary by the Solid Waste District Director.
3. The Consultant shall prepare written fact sheets, brochures and compose information to be displayed on the County's web site. This information shall address solid waste management for the residents and business located in Warren County.
4. The Consultant shall provide the District with an updated written schedule of presentations each Monday morning. In the event of cancellation or rescheduling during the current week, the Consultant will notify the District Director or their designee to update the schedule.
5. Subject matter and content of the presentations shall address solid waste management and shall be subject to review and approval of the District's Director.

II. Terms of Agreement

1. The Agreement shall commence January 1, 2024 and terminate December 31, 2024 or upon expenditure of available funds, or which ever occurs first.

III. Compensation

1. The Consultant shall be compensated in an amount not to exceed Ten thousand three hundred dollars (\$11,000.00) for work listed in the scope of services. Consultant shall invoice the District on a monthly basis for the hours worked. The hourly rate for the Consultant shall be fifty dollars and twenty-five cents (\$53.50) per hour. Consultant shall be responsible for travel to the locations of the presentations or activities.

IV. Responsibility of the Board

1. The District shall provide the Consultant with work space, office supplies, mailing service, telephone access, fax access, computer, e-mail, use of copy machine, and educational materials supplies necessary to perform lessons, presentations, and activities.
2. The District shall provide funding for the educational specialist to attend approved workshops and training seminars. The funding provided by the District for the Consultant to attend the workshops or training seminars shall include lodging, meals, fees and other related expenses as approved by the District Director. The District Director, prior to the sessions, must authorize approval for the workshops or training seminars.
3. The District Director may authorize the Consultant to participate in any other activity that is related to solid waste management or education and will benefit the interests of the District.

V. Reporting

1. The Consultant shall work cooperatively with the Board, Warren County Solid Waste Management District Staff, and Office of Education and upon request, the Consultant will provide appropriate reporting regarding educational activities listed in the scope of service.

VI. Agreement Modification

1. This Agreement may be modified upon mutual and written consent of both parties.

VII. Termination of the Agreement

1. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Consultant shall violate any of the covenants of agreements thereof, or at the discretion of the Board, the Board may upon written notice to the Consultant terminate the rights of the Consultant to proceed under this Agreement. In the event of such termination, any reports or information prepared by the Consultant under this Agreement shall, at the option of the Board, become its property within thirty (30) days of receipt of said written notice. The Consultant shall forward the reports and information to the Warren County Solid Waste District and the Consultant shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Board.
2. The obligation to provide services under this Agreement may be terminated by the Consultant upon thirty (30) days written notice to the Board in the event of substantial failure by the Board to perform in accordance with the terms hereof through no fault of the Consultant.

VIII. Notices

1. Any and all notices of intent to modify or terminate this Agreement by the Consultant shall be mailed to:

Warren County Board of County Commissioners
Clerk to the Board of County Commissioners
406 Justice Drive
Lebanon, OH 45036

2. Any and all notices of intent to modify or terminate this Agreement by the Board shall be mailed to:

Environmental Educators Inc.
Suzanne Geisler, CEO
10 Cherry Street
Springboro, OH 45066

IX. Hold Harmless/Indemnification

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

X. Relationship of Parties

1. The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement. No employer and employee relationship is created by this Agreement and the Consultant and its employees and subcontractors shall be estopped from asserting any employment rights or benefits relating thereto.

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

Consultant shall also complete OPERS form PEDACKN [Independent Consultant Acknowledgment] attached hereto as Schedules 3 and return it with this Agreement to the District's Director. By execution of said OPERS form, Consultant acknowledges that the District has informed Consultant that the District has classified her as an independent Consultant and not a public employee for the services to be performed, and that no contributions to OPERS will be made on its behalf for such services. In the event Consultant timely requests a determination by OPERS, or OPERS, sua sponte, determines that Consultant is a public employee and subject to the mandates of the Ohio Public Employment Retirement System, the District may elect to terminate this Agreement and whereupon the terms and obligation herein shall be null and void.

XI. Agreement Expiration

1. This Agreement shall expire on December 31, 2024 or upon expenditure of funds, or which ever occurs first; however, this Agreement may be extended by mutual and written consent of both parties.

XI. Execution

1. IN EXECUTION WHEREOF, Suzanne Geisler, the Consultant herein, has set her hand to this Agreement on the date stated below, after having read this Agreement in its entirety, understanding the legal obligations therein.

**CONSULTANT
ENVIRONMENTAL EDUCATORS Inc.**

SIGNATURE: X *Suzanne Geisler*

PRINTED NAME: Suzanne Geisler, Chief Executive Officer

DATE: 11-20-2023

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this Agreement to be executed on the date stated below by _____, its President, in accordance with Resolution No. _____, dated _____.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: *Shannon Jones*

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 12-5-23

Approved as to form:

DAVID FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

Kathryn M. Horvath
By: Kathryn Horvath, Assistant Prosecutor

Warren County Solid Waste Management District

2024 Time Sheet

Month _____

Consultant Name _____

Date	Location of Service	Description of Service	Grade Level	Number of Presentations	Number of Participants	Hours

Total Hours _____
 Cost per Hour _____
 Total Cost _____

Consultant's Signature _____

Date _____

AFFIDAVIT OF NON-COLLUSION

State of Ohio, County of Warren

I, Suzanne Geisler, holding the title and position of Chief Executive at the firm Environmental Educators, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the 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 bid or proposal.

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

The bid/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 bid/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 bid/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.

The price of the bid/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 date on 11-20-2023

x Suzanne Geisler
Suzanne Geisler

_____ AFFIANT

Subscribed and sworn to before me this 20th day of November 20 23

Vicki S. Perry (Notary Public),

Warren County.

My commission expires Oct. 1 20 23



VICKI S. PERRY
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES OCTOBER 1, 2023

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

Resolution

Number 23-1620

Adopted Date December 05, 2023

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

WHEREAS, the Ohio Environmental Protection Agency (OEPA) 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 authorize the President of the Board to sign the OEPA Scrap Tire Removal Certifications and Consent form, as attached hereto and made a part hereof.

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

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

Resolution adopted this 5th day of December 2023.

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

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 2021, the Ohio General Assembly increased the maximum number of eligible tires under this statute from 5,000 to 10,000 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 10,000 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:

Matthew.conrad@epa.ohio.gov

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



**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 4: 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 Ohio,
County
 whose legal description is recorded in 5206, Pg 8 of the Warren County deeds as attached.
Volume, Page County Recorded
- a) Address: 150 Markey Rd
 City: Lebanon 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: 250

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 10,000 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 10,000 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.

Printed Name(s): Warren County

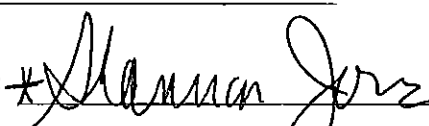
Mailing Address: 406 Justice Drive

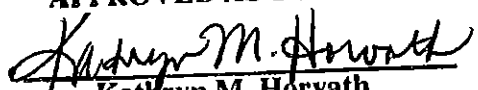
City: Lebanon State: OH Zip Code: 45036

Phone: (513) 695 - 1210 Email: masosu @co.warren.oh.us

Project Point of Contact: Susanne Mason Phone: (513) 695 -1210

Date: 12/5/2023

Signature of Authorized Agent of Property Owner: 

APPROVED AS TO FORM

Kathlyn M. Horvath
Asst. Prosecuting Attorney

Jacob Bellus Wife To Commissioners of Warren County,

This indenture between Jacob Bellus and Julia Ann Bellus his wife of the County of Warren and State of Ohio parties of the first part and John Bone, Lewis L. 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 full for the use and benefit of a certain Association for poor white children who have lost one or both of their Parents, provided for by the last will of Mary Ann Stirling late 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 Acts of the Legislature of the State of Ohio passed on the 11th day of February, A. D. 1869 the said and same being in the County of Warren & described as follows to-wit: A certain parcel of land 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) west of the South East corner of said Section Twelve (12) thence N. 111 poles to a stake in John Smith's field thence North at right angles a sufficient distance to include the said fifty three (53) acres aforesaid, thence East one hundred and eleven (111) poles, thence South to the place of beginning containing fifty three (53) acres as aforesaid. It has been found that the said parties of the first part with the said John Bone, Lewis L. Anderson and Joel Evans Commissioners as aforesaid & as such Commissioners their successors and assigns have in full for the County of Warren & State of Ohio, in the case of Robert Doaks Et al, Executors of the last will of the said John Bone & the said Julia Ann Bellus and vs. The German Union Protestant Episcopal Church of Cincinnati Ohio Et al in said case being No. 4972 and on the use and benefit of the said Association provided for by said last will with the said children's Home thereto attached & relating to the said premises and as said last will & deed are construed by the said Commissioners & assigns of each and 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 incumbrance, and that they warrant and defend the title thereto in fee simple 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 Bellus and Julia Ann Bellus his wife who hereby relinquishes all her right and expectancy of dower in said premises have hereunto set their hands and seals this 15th day of February A. D. 1873.

In presence of
Blanche E. Thompson
Anna Thompson

Received for record
Feb 15th 1873
Recorded Feb. 26th
1873
John A. Blalock
R.M.S.

Jacob M. Sillers
Julia A. Bellus

The State of Ohio, Warren County, ss.

David Remondet, that on this 15th day of February A. D. 1873 personally came before me the undersigned a Notary Public in & for said County, Jacob Bellus & Julia Ann Bellus his wife who were in the foregoing deed of conveyance & acknowledged the same to be their voluntary act & deed for the use & purposes therein expressed, and the said Julia Ann Bellus being examined by me separate 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

Warren County Engineer's Office, 105 Markey Rd, Lebanon, OH 45036



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

Resolution

Number 23-1621

Adopted Date December 05, 2023

**AUTHORIZE ACCEPTANCE OF QUOTE WITH BUSINESS COMMUNICATION
SPECIALISTS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS**

WHEREAS, Business Communication Specialists will provide Ingate Annual Support per Quote AAAQ18926 for Warren County Telecommunications Department; and

NOW THEREFORE BE IT RESOLVED, to accept quote with Business Communication Specialists for Ingate Annual Support; as attached hereto and a part hereof.

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

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

Resolution adopted this 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a- Business Communication Specialists
Telecom (file)



162 Main Street Wadsworth, OH 44281
 Phone: 330.335.7276 Fax: 330.335.7275
 www.bcsip.com

QUOTE

Number AAAQ18926
 Date Nov 17, 2023

Sold To	Ship To	Your Sales Rep
Warren County Garrett Wilson 500 Justice Dr, LL Lebanon, OH 45036-2523 United States Phone (513)695-1318 Fax	Warren County Garrett Wilson 500 Justice Dr, LL Lebanon, OH 45036-2523 United States Phone (513)695-1318 Fax	Bryon Palitto 330-335-7271 bryonp@palittoconsulting.com

Qty	Description	Unit Price	Ext. Price
1	Ingate Annual Support Renewal (S/N: IG-428-550-5015-1) **December 21, 2023 - December 20, 2024	\$640.00	\$640.00
1	Ingate Annual Support Renewal (S/N: IG-200-052-1002-4) **December 22, 2023 - December 21, 2024	\$880.00	\$880.00

APPROVED AS TO FORM

Derek B. Faulkner
 Asst. Prosecuting Attorney

This quote has been created based on the facts as Business Communication Specialists knows them regarding the environment being quoted at the time of the quote. The Client agrees to be responsible for the cost of any additional hardware, software, licenses and labor that are a result of a client change request to this quote.

Due to the rapidly changing nature of the computer and IT industry, quotes are guaranteed for 15 days.

See Standard Terms and Conditions for Payment Terms

Signature of Acceptance

Print Name: Shannon Jones

Date: 12-5-23

Signature:

Signatory has authority to execute the contract and hereby acknowledges and agrees that the terms and conditions contained within this Quote and Standard Terms and Conditions provided herewith, shall apply to all Customer-executed PO's. The parties agree that facsimile signatures shall be as effective as originals.

SubTotal	\$1,520.00
Tax	\$0.00
Shipping	\$0.00
Total	\$1,520.00



BUSINESS
COMMUNICATION
SPECIALISTS

162 Main Street
Wadsworth, OH 44281
Phone: 330.335.7276 Fax: 330.335.7275
www.bcsip.com

Standard Terms and Conditions

Thank you for considering Business Communication Specialists (BCS) for your Voice Technology needs. The following are the specific terms of this proposal, with the responsibilities of each party noted. Any of the following terms or conditions that are addressed on this Standard Terms and Conditions will be superseded by the details as specified on the face of the proposal.

Payment Terms

1. Hardware and Software: 75% of quote paid upon signing of the proposal, with the final 25% due upon completion of implementation.
2. Mitel Support Renewals:
 - a. Hardware and software can usually be implemented within 10-14 working days after receipt of payment and signed proposal. BCS is not responsible for vendor delivery delays and out of stock items. BCS is not affiliated with or responsible for delays or mishandling of local or long distance services from the Client's preferred service provider(s).
3. Fixed Price Service Projects: 50% of quote paid upon signing the proposal, remaining amount billed upon completion of installation, payable under BCS's standard terms of Net 20 days. A fixed price project is any project that does not have a hours estimate included in the quote.
4. Time and Materials Projects: 50% of quote paid upon signing the proposal, remaining amount billed on a weekly basis as cost is incurred, payable under BCS's standard terms of Net 20 days. An estimate with a quoted labor amount is when there is a line item that includes an estimate of hours. Service time is estimated based upon our experience and may exceed or be less than quoted.

Rescheduling Fee

BCS reserves the right to charge a rescheduling fee for scheduled implementations that are postponed by the customer on short notice. If the rescheduling occurs within 7 days of the scheduled time, the fee is \$1,000. If the rescheduling occurs between 8-14 days of the scheduled time, the fee is \$500.

Warranty & Additional Notes

BCS sells only the highest quality of products. All items sold do not have a BCS warranty. Only the manufacturer's warranty will apply. Labor required to facilitate obtaining the warranty replacement will be invoiced according to current standard rates. *Keep all original boxes for the length of warranty per each manufacturer's user manual. BCS is not responsible to refund warranty items without the original box and all accessories. BCS disclaims any and all warranties, express or implied, including but not limited to all warranties of merchantability and fitness for use for a particular purpose with respect to any and all goods/services that are the subject of this contract.*

Technical Support

Additional customer support is provided in a variety of ways depending on the nature of the need. This includes personal assistance over the telephone, on-site visits, remote connection to the users system through telecommunication software, fax back communication and by written documentation. This support is invoiced weekly in 15-minute increments using the applicable rate schedule, with a minimum of one hour for onsite visits. When incidental expense, including, but not limited to, travel, lodging, meals, etc., is incurred for the additional support, BCS will bill customer for reimbursement all reasonable costs.

License Agreement

All licenses are a one-time fee with no recurring charges for use of the software as purchased and supplied.

Limit of Remedy:

BCS's entire liability is limited to the amount paid by the customer under the terms of this Agreement and customer hereby waives any and all rights to consequential and/or punitive damages. This contract shall be construed in accordance with the laws of the State of Ohio without resort to conflict of laws principles. In the event that a claim/dispute arises between the parties with respect to this contract, the jurisdiction for this event will be in Warren County, Ohio.

Mitel Support Agreements

Mitel Support Agreements are an agreement between the customer and Mitel. All labor completed by BCS is not covered by the Mitel Support Agreement. The Mitel Support Agreement covers the following items:

1. Covered defective equipment is replaced next day
2. Software upgrades are included (labor to install upgrades is not included)
3. Mitel Support Agreement allows BCS to engage Mitel Technical Support (TAC) on behalf of the customer

These Standard Terms and Conditions do not create any legal obligation of Customer to Mitel.

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

Resolution

Number 23-1622

Adopted Date December 05, 2023

AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN THE 2024 URBAN TRANSIT PROGRAM AND THE ELDERLY AND DISABLED FARE ASSISTANCE PROGRAM GRANT CONTRACT WITH THE OHIO DEPARTMENT OF TRANSPORTATION

WHEREAS, Warren County has been awarded Grant Number TUTP-4123-GRF-241 and EHTA-4123-GRF-241 from Ohio Department of Transportation under the Ohio Public Transportation Grant Program; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to electronically sign the Urban Transit Program 2023 Grant Contract # TUTP-4123-GRF-241 and the Elderly and Disabled Fare Assistance Program Grant Contract #EHTA-4123-GRF-421 with the Ohio Department of Transportation under the Ohio Public Transportation Grant Program, as attached and made a part hereof; and

BE IT FURTHER RESOLVED, in the event funding is not available from the Ohio Department of Transportation, the Warren County Board of Commissioners has no further obligation to fund this project.

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

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

Resolution adopted this 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: C/A—Ohio Department of Transportation
Transit (file)
ODOT



OHIO DEPARTMENT OF TRANSPORTATION

Urban Transit Program & Elderly and Disabled Fare Assistance Program SFY2024 Grant Program Year Grant Agreement

Awarding Agency:

State of Ohio

Department of Transportation

Recipient:

Warren County Commissioners

ODOT FAN Number:

TUTP-4123-GRF-241

EHTA-4123-GRF-241

ODOT PID:

111793

Contract Data Sheet

Data Field	Data Field Name	Data Information
1	ODOT - BlackCat Contract Number	N/A
2	Recipient Name	Warren County Commissioners
3	Recipient's Unique Entity Identifier	VK7ZTVZ8EE51
4	Recipient OAKS Vendor #	0000052991
5	Recipient OAKS ADDR CD #	004
6	Recipient Street Address 1	406 Justice Drive
7	Recipient Street Address 2	
8	Recipient City, State, and ZIP Code	Lebanon, OH 45036
9	Recipient County	Warren
10	ORC Section #	5501.07
11	ODOT Date of award to the Recipient	07/01/2023
12	State Award Period of Performance Start Date	07/01/2023
13	State Award Period of Performance End Date	6/30/2025
14	Total Amount of the State Award committed to the Recipient	\$370,220
15	State Award Project Description	Operating Assistance 1 Operating Assistance 2
16	Name of State Awarding Agency	Ohio Department of Transportation
17	Contact Information for State	Spencer Smith, 614-387-0727
18	ODOT Grant Program Name	SFY2024 Urban Transit Program & Elderly and Disabled Fare Assistance Program
19	ODOT Grant Program Year	SFY2024
20	Identification of whether the award is R&D	N/A
21	ODOT PID #	111793
22	Authorizing Official	Shannon Jones
23	Authorizing Official's Email Address	shannon.jones@co.warren.oh.us
24	Receive a Copy of the Contract	Susanne Mason
25	Copied Person's Email Address	Susanne.mason@co.warren.oh.us

STATE OF OHIO, DEPARTMENT OF TRANSPORTATION
OFFICE OF TRANSIT
1980 W. BROAD ST., COLUMBUS, OH 43223
MAIL STOP 3110
OHIO REVISED CODE SECTION 5501.07
OPERATING/CAPITAL/PLANNING GRANT

In consideration of the mutual covenants, promises, representations and warranties set forth herein, the State of Ohio, Department of Transportation and the Warren County Commissioners agree as follows:

ARTICLE 1

DEFINITIONS

ADA: Americans with Disabilities Act, as amended, civil rights legislation which guarantees access to public services and facilities, including transportation, to ADA-eligible persons.

Administrator: the Administrator of the Office of Transit.

Application: a request by an Eligible Applicant for funding under the Ohio Revised Code Section 5501.07 - Urban Transit Program containing all necessary information and meeting all requirements set forth in the Program and submitted to ODOT.

Audit Finding: the deficiencies which the auditor is required by 2 C.F.R. 200.516 paragraph (a) to report in the schedule of findings and questioned costs.

Auditee: any non-Federal entity that expends Federal awards which must be audited under 2 C.F.R. 200 Subpart F.

Auditor: an auditor who is a public accountant or a Federal, state, local government, or Indian tribe audit organization, which meets the general standards specified for external auditors in generally accepted government auditing standards.

CFDA: the Catalog of Federal Domestic Assistance.

C.F.R.: the Code of Federal Regulations.

Capital Assets: the tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with generally accepted accounting principles.

Capital Expenditures: the expenses to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.

Contract: a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award.

Contractor: an entity that receives a contract; including any private, for profit operator, including but not limited to taxi companies, bus companies, and paratransit operators.

Corrective Action: any action taken by the auditee that: corrects identified deficiencies; produces

Grant Agreement: a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity including this Agreement. (“Agreement”)

Indirect Costs: those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved.

Indirect Cost Rate Proposal: the documentation prepared by a non-Federal entity to substantiate its request for the establishment of an indirect cost rate.

Invoice: a request made by the Recipient for reimbursement of Project expenses.

Milestone Date: Goal date(s) which are set by the Recipient and monitored by FTA and ODOT for acquisition and project completion deadlines to measure progress of project. The date for award is when the purchase order is issued for a capital item. Other dates are based on the type of milestone that is tracked.

Non-Federal Entity: a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or Recipient.

Nonprofit Organization: an Ohio not-for-profit corporation as defined in Chapter 1702 of the Ohio Revised Code.

ODOT: the Ohio Department of Transportation.

OMB: the Executive Office of the President, Office of Management and Budget.

Operating Expense: the costs directly related to system operations which may be broken down into operating and administration.

Pass-Through Entity: a non-Federal entity that provides a Award to a Recipient to carry out part of a Federal program.

Period of Performance: the time during which the non-Federal entity may incur new obligations to carry out work authorized under the Federal award.

Planning Expenses: the expenditures to acquire external planning services or expenditures related to a subrecipient directly performing planning activities awarded under this agreement including marketing, materials, and staff time.

Program: the Urban Transit Program.

Project Cost: the total allowable costs incurred under a Federal award and all required cost sharing and voluntary committed cost sharing, including third-party contributions.

Project Equipment: the physical items obtained through the Projects funded in this Contract which includes vehicles and equipment.

Projects: The projects funded by this Contract identified in the Contract Data Sheet and Project Data Sheet defined above.

US DOT: the United States Department of Transportation or any of its administrations.

ARTICLE II

SECTION 1: PURPOSE OF AGREEMENT

- 1.1 The purpose of this Agreement is to provide capital, operating, and planning financial assistance from ODOT to the Recipient in accordance with Ohio Revised Code Section 5501.07.
- 1.2 The State Award obtained through this Agreement shall be applied toward the payment of the Project Cost for capital, operating, and planning projects in accordance with Section 2 and the Project Data Sheet of this Agreement.

SECTION 2: SCOPE OF PROJECTS:

- 2.1 Capital: The Recipient shall apply all State Award funds provided under this Agreement to the Project Cost incurred in the acquisition of Project equipment and/or construction of Project facilities listed on the Contract Data Sheet.
- 2.2 Operating: The Recipient shall apply all State Award funds provided under this Agreement to the Operating Expenses incurred in the provision of public transportation service within Ohio.
- 2.3 Eligible Operating Expenses: The operating assistance shall be applied toward the Eligible Operating Expenses incurred during the period of performance as specified in the Contract Data Sheet.
- 2.4 Planning: The Recipient shall apply all State Award funds provided under this Agreement to the Planning Expenses incurred in the planning activities during the period of performance as specified in the Contract Data Sheet.

SECTION 3: STATE AWARD

- 3.1 Capital: ODOT agrees that the Capital State Award funds paid to the Recipient in accordance with this Agreement shall consist of a State share in an amount not to exceed the amount specified on the Project Data Sheet.
- 3.2 The actual amount of State Award funds the Recipient will receive shall be determined on the basis of Capital invoices submitted to ODOT but will be no greater than the Project Cost.
- 3.3 The Projects listed in Project Data Sheet of this Agreement must be purchased (or have a purchase order issued) or contract awarded to a manufacturer or vendor within one year after the execution date of this agreement. Capital items not purchased or awarded by that date become ineligible for State Award funds through this Agreement.
- 3.4 Operating: ODOT agrees that the operating State Award funds paid to the Recipient in accordance with this Agreement shall consist of a State share in an amount not to exceed the amount specified on the Project Data Sheet and a local share in an amount not to exceed the amount specified on the Project Data Sheet.
- 3.5 The total amount of State Award funds the Recipient will receive shall be determined on the basis of Invoices for Operating Expenses submitted to ODOT, as allowed under Eligible Assistance in the Urban Transit Program Criteria and Proposal Instructions.

Code.

- 5.4 Recipient affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to their campaign committees.
- 5.5 The Recipient shall immediately notify ODOT of any change in conditions or of local law or of any other event which may significantly affect its ability to perform the Projects in accordance with the provisions of this Agreement.
- 5.6 *Trade:* Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the Subrecipient and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The Subrecipient certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://sanctionssearch.ofac.treas.gov/>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 5.7 The Subrecipient shall immediately notify ODOT of any change in conditions or of local law or of any other event which may significantly affect its ability to perform the Projects in accordance with the provisions of this Agreement.

SECTION 6: BANNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES:

- 6.1 **Banning the Expenditure of Public Funds on Offshore Services:** The Recipient affirms to have read and understands Executive Order 2019-12D issued by Ohio Governor Mike DeWine and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States. The Executive Order is provided as an attachment and also is available at the following website:

(<https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>)

The Recipient also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Recipient or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) that are outside of the United States.

- 6.2 **Banning the Expenditure of Public Funds on Offshore Services - Termination. Sanction. Damages:** If Recipient or any of its subcontractors perform services under this Agreement outside of the United States, the performance of such services shall be treated as a material breach of the Agreement. The State is not obligated to pay and shall not pay for such services. If Recipient or any of its subcontractors perform any such services, Recipient shall immediately

services.

- 7.3 The Recipient shall establish and maintain accounts for the Projects in conformance with 2 C.F.R 200.302 *Financial management*. Each operating, capital, or planning Invoice shall be documented by, but not limited to, accurate and properly executed payrolls, time records, orders, contracts, and vouchers, evidencing in detail the nature and propriety of the costs incurred for the Projects. Retention of these documents must follow the retention requirements as stated in 2 C.F.R 200.333 *Retention requirements for records*. The Recipient shall maintain all such supporting documentation for each Invoice readily accessible and clearly identified for a period of three years following receipt of payment of the final Invoice or final audit for the Projects.
- 7.4 The Recipient shall submit all other information to the Administrator as requested by ODOT or its agents.

SECTION 8: PROJECT ADMINISTRATION

- 8.1 The Recipient shall return any overpayment of State Award funds, made to the Recipient or to a Project Contractor, to ODOT, Office of Transit, not later than forty-five days after the Final Audit which reveals such overpayment.
- 8.2 The Recipient shall have an audit performed in accordance with 2 C.F.R. 200 Subpart F, as applicable. If there are any management advisories on non-reportable findings issued as a result of the audit, a copy of the management letter and corrective action plan must be submitted in conjunction with the audit report, as applicable in 2 C.F.R. 200.511 *Audit findings follow-up*.
- 8.3 The Recipient shall permit ODOT or any of its agents to inquire into any agreements between the Recipient and any third party pertaining to the Projects. The Recipient shall also permit ODOT or any of its agents to inspect all vehicles, operations, facilities, and equipment purchased or operated for the Projects.
- 8.4 Any differences existing in the quantities of Project Equipment as determined by the physical inspection and the quantities of Project Equipment reflected on the records maintained by ODOT shall be investigated to determine the cause of the difference. The Recipient shall, at the time of the physical inspection, verify the current utilization of and current need for the Project Equipment. The Recipient shall also follow the requirements for equipment stated in the *Title, Use, Management requirements*, and *Dispositions* sections in 2 C.F.R. 200.313 *Equipment*.
- 8.5 The Recipient agrees that, in accordance with 2 C.F.R 200.336 *Access to records*, US DOT, ODOT, the Comptroller General of the United States, or any of their duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect all work, offices, materials, payrolls, and other data and records with regard to the Projects, and to audit the books, records, and accounts with regard to the Projects.

SECTION 9: SALE, DISPOSITION OR ENCUMBRANCE OF PROJECT EQUIPMENT

- 9.1 Sale or disposition of Project Equipment shall be undertaken by the Recipient only after requesting disposition instructions from ODOT and receiving ODOT's written approval. If applicable, upon disposition the Recipient shall refund to ODOT the State share of the Fair Market Value of the Project Equipment in accordance with the requirements stated in 2 C.F.R 200.313 *Equipment*.

SECTION 14: REPRESENTATIONS AND WARRANTIES MADE BY RECIPIENT

- 14.1 The Recipient hereby represents and warrants that it is a county transit board or regional transit authority established pursuant to Chapter 306 of the Ohio Revised Code, a county or county department, a municipality or municipal department, or a private nonprofit organization and that it has full power and authority to enter into this Agreement and to perform its obligations hereunder.
- 14.2 The Recipient hereby restates and confirms all statements, representations, covenants, and agreements contained in the Recipient's application for the Federal Award funds awarded pursuant to this Agreement.

SECTION 15: ASSIGNMENT OF AGREEMENT

- 15.1 The Recipient shall not assign, transfer, convey, or subcontract in whole or in part, sublet or otherwise dispose of this Agreement without the express prior written consent of ODOT, and such written consent shall not release the Recipient from any obligations of this Agreement.

SECTION 16: CONTRACTS OF THE RECIPIENT

- 16.1 The Recipient shall not enter into any contract for assistance in the provision, operation, or management of transportation services for the Projects without the express prior written consent of ODOT.

SECTION 17: CONTRACT DISPUTE RESOLUTION

- 17.1 In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiation between the Administrator and the Recipient. If no agreement is reached, the dispute will be referred to the Ohio Attorney General, Transportation Section, for final resolution.
- 17.2 The Recipient shall avail itself of all legal and equitable remedies under any third-party contract which relates to the Projects and shall notify the Administrator of any current or prospective litigation pertaining to any such third-party contract.
- 17.3 The Recipient hereby agrees that ODOT shall receive, the State share of any proceeds derived from any third-party recovery.

SECTION 18: DEFAULT

- 18.1 Neglect or failure of the Recipient to comply with any of the terms, provisions, or conditions of this Agreement or any other Grant Agreement entered into between ODOT and the Recipient, whether or not payment of State Award funds has been fully or partially made, or failure of any representation made to ODOT in connection with any Grant Agreement by the Recipient to be true, shall be an event of default, provided, that if by reason of *force majeure* the Recipient is unable in whole or in part to carry out its covenants contained herein, the Recipient shall not be deemed in default during the continuance of such inability.
- 18.2 The term "*force majeure*" as used herein shall mean, without limitation: Acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State or any of their political subdivisions or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts;

limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.

- 21.4 In the event of termination, the Subrecipient shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the Subrecipient shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the Subrecipient shall be returned to ODOT.

SECTION 22: DRUG-FREE WORK PLACE

- 22.1 Recipient agrees to comply with all applicable State and Federal laws regarding a drug-free work place. Recipient shall make a good faith effort to ensure that its employees will not purchase, transfer, use, or possess illegal drugs, or abuse prescription drugs in any way.

SECTION 23: NONDISCRIMINATION

During the performance of this agreement, the Recipient, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 23.1 **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Transit Administration (FTA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this agreement.
- 23.2 **Non-discrimination:** The contractor, with regard to the work performed by it during the agreement, will not discriminate on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth below as the pertinent nondiscrimination authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 23.3 **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency.
- 23.4 **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Ohio Department of Transportation (hereinafter "ODOT") or FTA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to ODOT or FTA, as appropriate, and will set forth what efforts it has made to obtain the information.

populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)

- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 *et seq.*) (prohibits discrimination on the basis of sex in education programs or activities)

SECTION 24: EQUAL EMPLOYMENT OPPORTUNITY

- 24.1 In carrying out this agreement, Recipient shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, or disability as that term is defined in the American with Disabilities Act. Recipient shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. In addition, the Recipient will not deny anyone the benefits of participation in any federally funded program on account of race, color, or national origin.
- 24.2 Recipient agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, or disability. Recipient shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the projects (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 24.3 Recipient agrees to ensure that minority business enterprises, as such are defined in 49 CFR PART 23, will have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided in conjunction with this agreement.

SECTION 25: GOVERNING LAWS

- 25.1 This agreement and any claims arising out of this agreement shall be governed by the laws of the State of Ohio. Any provision of this agreement prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this agreement or the performance thereunder shall be brought only in the courts of Ohio, and the owner hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

SECTION 26: FINDINGS FOR RECOVERY

RECIPIENT

Warren County Commissioners

Shannon Jones, Commissioner

By:

Shannon Jones

STATE OF OHIO

DEPARTMENT OF TRANSPORTATION

By:

Jack Marchbanks, Ph. D., Director

APPROVED AS TO FORM

Kathryn M. Horvath
Kathryn M. Horvath
Asst. Prosecuting Attorney

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

Resolution

Number 23-1623

Adopted Date December 05, 2023

DECLARE VARIOUS ITEMS FROM THE BOARD OF DEVELOPMENTAL DISABILITIES, JUVENILE, ENGINEER'S OFFICE, FACILITIES MANAGEMENT, PARK BOARD, AND TELECOM AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION.

BE IT RESOLVED, to authorize disposal of various items the Board of Developmental Disabilities, Juvenile, Engineer's Office, Facilities Management, Park Board, and Telecom, and in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tm

cc: 2023 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office

Shop By Category

Location Search

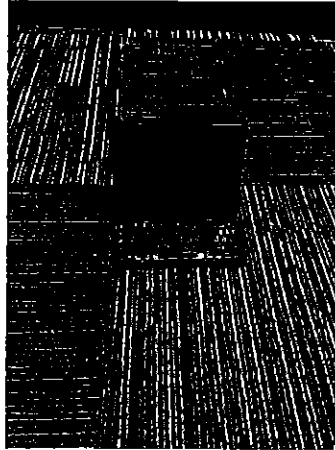
Closing Today

New Listings

View All

Home / Consumer Goods / Other Consumer Electronics / Electronics, Personal / LOT# 3051-5204

Advanced Search



1 of 2



1 of 2

iPad Pro with Case

Location:

Lebanon, OH 45036, Ohio, USA



Description



Device has been unlocked/ reset to factory settings.

Device Model Name: iPad Pro (9.7-inch) w/ Cellular - MLR02LL/A
Device Serial: DMPRW7XTGXPX

Will ship only if pre paid shipping label is provided.

****PICK UP LOCATION: 42 KINGS WAY, LEBANON, OH 45036****

Inventory ID	BDD230055
Condition	Used/See Description
Lot#	3051-5204

 
Print Share

Seller Information

Seller:

Warren County, OH

[view seller's other assets]



Shop By Category

Location Search

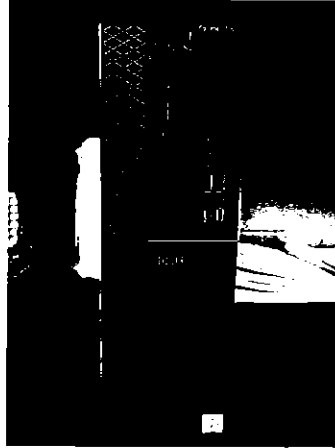
Closing Today

New Listings

View All

Home / Consumer Electronics / Computers, Parts, and Supplies / Computer Hardware / LOT# 3051-5203

Advanced Search



1 of 1

Dell OptiPlex 7060

Location:
Lebanon, Ohio, USA

Description

Dell OptiPlex 7060 - Hard Drive Removed

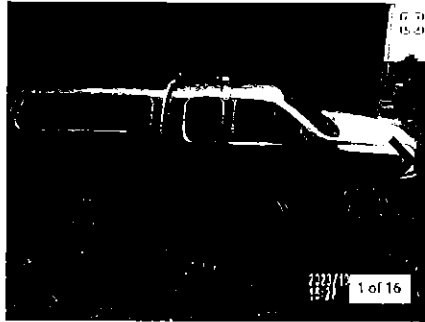
Inventory ID	JUV23021
Condition	Used/See Description
Lot#	3051-5203

Print Share

Seller Information

Seller:	Warren County, OH [view seller's other assets]
Asset Contact:	Michael Mason
Email:	Michael.Mason@co.warren.oh.us
Phone:	+15136951613
Item Location:	900 Memorial Dr, Lebanon, Ohio, 45036-2443, USA





2007 Chevrolet 4DR EXT 1500 Silverado

Location:
Lebanon, OH 45036, Ohio, USA



More Photos

Description

2007 Chevrolet 4DR EXT 1500 Silverado

Vehicle will start with boost.
Oil Leak.
Will need to be towed.
Rust Damage. Body Damage. Interior Damage.
Check Engine light on.
Air bag light on.

Make/Brand	Chevrolet
Model	1500
Inventory ID	ENG230004
Condition	Used/See Description
Year	2007
VIN/Serial	1GCEK19047Z605878

Show More

Print Share

Seller Information

Seller:	Warren County, OH
Asset Contact:	Alex Foltz
Email:	Alex.Foltz@co.warren.oh.us
Phone:	+15136953327
Item Location:	105 Markey Rd, Lebanon, OH 45036, Ohio, 45036, USA

Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding by appointment only. See contact information to schedule an inspection.



NEC P451W PROJECTOR

Location:
Lebanon, Ohio, USA

Description

Available is an NEC P451W Projector, 100-240V 50/60Hz. This item was purchased as a spare and has never been used. There is no remote.

As Is.

Model	NEC P451W
Inventory ID	FAC230123
Condition	Used/See Description
Lot#	3051-5211

[Print](#) [Share](#)

Seller Information

Seller: Warren County, OH
[\[view seller's other assets \]](#)

Asset Contact: Tammy May



[Shop By Category](#)

[Location Search](#)

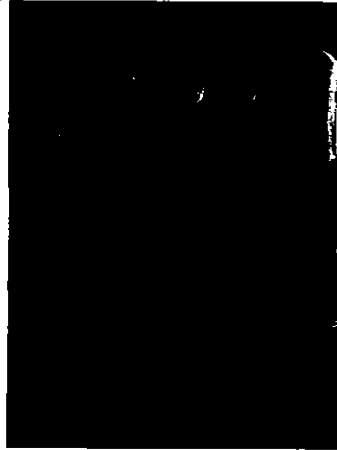
[Closing Today](#)

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[Home](#) / [Consumer Goods](#) / [Appliances and Furniture](#) / [Furniture/Furnishings](#) / [LOT# 3051-5212](#)

[Advanced Search](#)



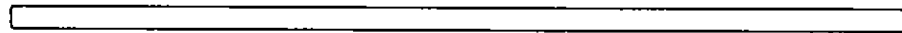
1 of 2



1 of 2

HOTPOINT WASHER

Location:
Lebanon, Ohio, USA



Description

Available is a Hotpoint Washer. The appliance leaks sometimes when the drum gets hung up.

Sold as is.

Model	Hotpoint
Inventory ID	FAC230124
Condition	Used/See Description
Lot#	3051-5212

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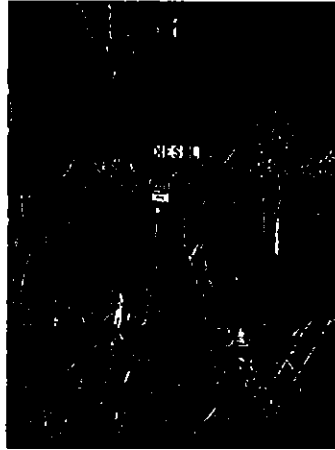
Seller Information

Seller: Warren County, OH
[\[view seller's other assets\]](#)

Asset Contact: Tammy May

Email: Tammy.May@co.warren.oh.us





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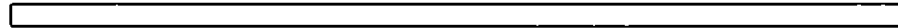
0 0



1 of 2

Diesel and Gasoline Storage Tanks with Metered Pumps

Location:
Lebanon, Ohio, USA



Description

Diesel and Gasoline Tanks on stands approximately 6' tall. Each hold approximately 300 gallons. Gravity flow with valve, fuel pump and usage meter. No leaks or holes. AS IS.

Inventory ID	PRK23001
Condition	Used/See Description
Lot#	3051-5209

Print Share

Q & A

Have a question or looking to schedule an appointment?

Ask your question

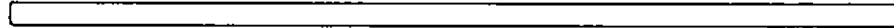


0:00
0:00

1 of 1

Filing Cabinets/Other

Location:
Lebanon, Ohio, USA



Description

Three metal 3-stack filing cabinets and one lateral 2-stack filing cabinet. See photo for details.

Inventory ID	PRK23002
Condition	Used/See Description
Lot#	3051-5210

Print Share

Seller Information

Seller:	Warren County, OH [view seller's other assets]
Asset Contact:	Nick Zaccaria
Email:	nck.zaccaria@co.warren.oh.us
Phone:	+13013318735
Item Location:	1223 N State Route 741, Lebanon, Ohio, 45036-9746, USA



Shop By Category

Location Search

Closing Today

New Listings

View All

Home / Consumer Electronics / Computers, Parts, and Supplies / LOT# 3051-5202

Advanced Search



1 of 1

3 CISCO ASA 5505 SERIES ADAPTIVE SECURITY APPLIANCES

Location:
Lebanon, Ohio, USA

Description

ITEMS ARE IN WORKING CONDITION

Make/Brand	CISCO
Model	ASA 5505 SERIES
Inventory ID	TEL23057
Condition	Used/See Description
VIN/Serial	FLXM 37 15,FLXM 36 15,JMX201040EP
Lot#	3051-5202
	Show More ▾

Print Share

Seller Information

Seller: Warren County, OH
[view seller's other assets]



Shop By Category

Location Search

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New Listings

View All

Home / Consumer Electronics / Computers, Parts, and Supplies / LOT# 3051-5205

Advanced Search



1 of 5



1 of 5

LOT OF VARIOUS HARRIS EQUIPMENT

Location:
Lebanon, Ohio, USA

Description

UNKNOWN WORKING CONDITION ON ENTIRE LOT OF BRANDED BACKBONE EQUIPMENT

Make/Brand	HARRIS
Model	VARIOUS HARRIS
Inventory ID	TEL23058
Condition	Used/See Description
VIN/Serial	N/A
Lot#	3051-5205
	Show More ▾

Print Share

Seller Information

Seller: Warren County, OH
[view seller's other assets]





1 of 2



1 of 2

13 HARRIS LOT OF PHONES; 2 ARRIS MODEMS

Location:
Lebanon, Ohio, USA

Description

UNKNOWN WORKING CONDITION ON THIS LOT OF HARRIS PHONE MODELS AND ARRIS PHONE MODEMS

Make/Brand	HARRIS/ARRIS
Model	VARIOUS PHONE/MODEMS
Inventory ID	TEL23059
Condition	Used/See Description
VIN/Serial	N/A
Lot#	3051-5206

Show More ▾

Print Share

Seller Information

Seller: Warren County, OH
[view seller's other assets]





1 of 8

1 of 8



1 of 8

3 HARRIS MAP UNITS; BEST FERRUPS UPS; 2 OTHER HARRIS

Location:
Lebanon, Ohio, USA

Description

UNKNOWN WORKING CONDITION ON ALL ITEMS LISTED
THE SERVER RACK IS NOT INCLUDED WITH MAP UNITS

SERIAL NUMBERS:
3 HARRIS: 6782-1; 9148-2; NO VISIBLE SERIAL ON LAST ITEM
BEST UPS: 08833
2 HARRIS: SBB072; SBB073

Make/Brand	HARRIS/BEST
Model	MAP UNITS; UPS FD4; OTHER
Inventory ID	TEL23060
Condition	Used/See Description
VIN/Serial	SEE BELOW
Lot#	3051-5207
	Show More ▾



1 of 17
1 of 17



1 of 17

VARIOUS LOT OF 14 HARRIS ITEMS/ 4 T-SERV ITEMS/ 1 ADTRAN ITEM

Location:
Lebanon, Ohio, USA

Description

UNKNOWN CONDITION ON THIS ENTIRE LOT OF HARRIS/T SERV/ADTRAN ITEMS
PLUS ADDITIONAL MISCELLANEOUS ITEMS ARE INCLUDED ASSOCIATED WITH THE HARRIS UNIT

- 6 HARRIS DESKTOP RMA DCA: S/N 1D3ZSL; 1D3ZSA; 1D3ZPD; 1D3MKQ; 1E6YMM; 1E7P03; 1R7B2K
- 2 HARRIS DESKTOP RAM SDCA: S/N 0K0X8M; 0K0X8L
- 4 T-SERV II 77965-LV: S/N 155137
- 4 HARRIS DIGITAL TRUNK UNIT CARD 761-319: S/N 51228; 389051; 436298; 315214
- 1 ADTRAN TSU 100 1200.052L1: S/N 713A0294

Make/Brand	HARRIS/T SERV/ADTRAN
Model	SEE BELOW
Inventory ID	TEL23061
Condition	Used/See Description
VIN/Serial	SEE BELOW
Lot#	3051-5208

Show More ▾

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

Resolution

Number 23-1624

Adopted Date December 05, 2023

ACKNOWLEDGE APPROVAL OF FINANCIAL TRANSACTIONS

WHEREAS, pursuant to Resolutions #10-0948 and #16-1936, this Board authorized approval of necessary financial documents in their absence by the County Administrator, Deputy County Administrator, or Clerk of Commissioners; and

WHEREAS, it is necessary to approve various financial transactions in order to make timely payments; and

NOW THEREFORE BE IT RESOLVED, to acknowledge approval of financial transactions as attached hereto and made a part hereof.

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

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

Resolution adopted this 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/lkl

cc: Auditor
Appropriation Adj. file
Clerk of Courts (file)

APPROVE APPROPRIATION ADJUSTMENTS WITHIN THE CLERK OF COURTS TITLE FUND #22501260

BE IT RESOLVED, to approve the following appropriation adjustments;

- \$ 10,000.00 from #22501260-5820 (Title – Health & Life Insurance)
into #22501260-5102 (Title – Regular Salaries)
- \$ 2,000.00 from #22501260-5820 (Title – Health & Life Insurance)
into #22501260-5210 (Title – Material & Supplies)
- \$ 1,400.00 from #22501260-5820 (Title – Health & Life Insurance)
into #22501260-5811 (Title – PERS)

Journal # 516

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

- Mrs. Jones
- Mr. Young
- Mr. Grossmann

Resolution adopted this 28th day of November, 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/js

cc: Auditor _____
Appropriation Adj. file
Clerk of Courts(file)

To be ratified on 12/5/23.

[Handwritten Signature]

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

Resolution

Number 23-1625

Adopted Date December 05, 2023

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 11/28/23 and 11/30/23 as attached hereto and made a part hereof.

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

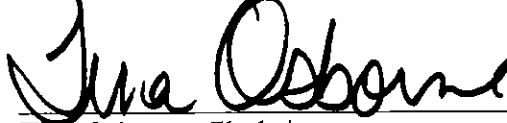
Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk /tao

cc: Auditor

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

Resolution

Number 23-1626

Adopted Date December 05, 2023

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR GRAND COMMUNITIES, LLC, FOR COMPLETION OF IMPROVEMENTS IN SHAKER RUN, SECTION FOUR, PHASE D SITUATED IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

BOND RELEASE

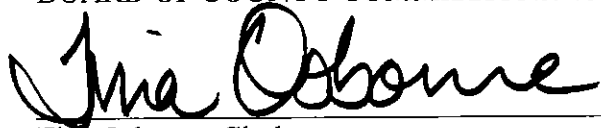
Bond Number	: 19-021 (P/S)
Development	: Shaker Run, Section Four, Phase D
Developer	: Grand Communities, LLC
Township	: Turtlecreek
Amount	: \$23,335.00
Surety Company	: Berkley Insurance Co. (0228488)

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

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

Resolution adopted this 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Grand Communities, LLC, Attn: Dave Stroup, 3940 Olympic Blvd., Ste 100, Erlanger, KY 41018
Berkley Insurance Co., 412 Mt. Kemble Ave, Ste 310N, Morristown, NJ 07960
Engineer (file)
Bond Agreement file

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

Resolution

Number 23-1627

Adopted Date December 05, 2023

APPROVE SWIFT COURT IN SHAKER RUN, SECTION FOUR, PHASE D FOR PUBLIC MAINTENANCE BY TURTLECREEK TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Swift Court has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2579-T	Swift Court	0'-29'-0'	0.050

NOW THEREFORE BE IT RESOLVED, to accept the above street names for public maintenance by Turtlecreek Township; and

BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

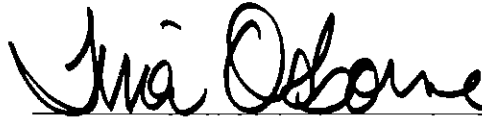
Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 5th day of December 2023.

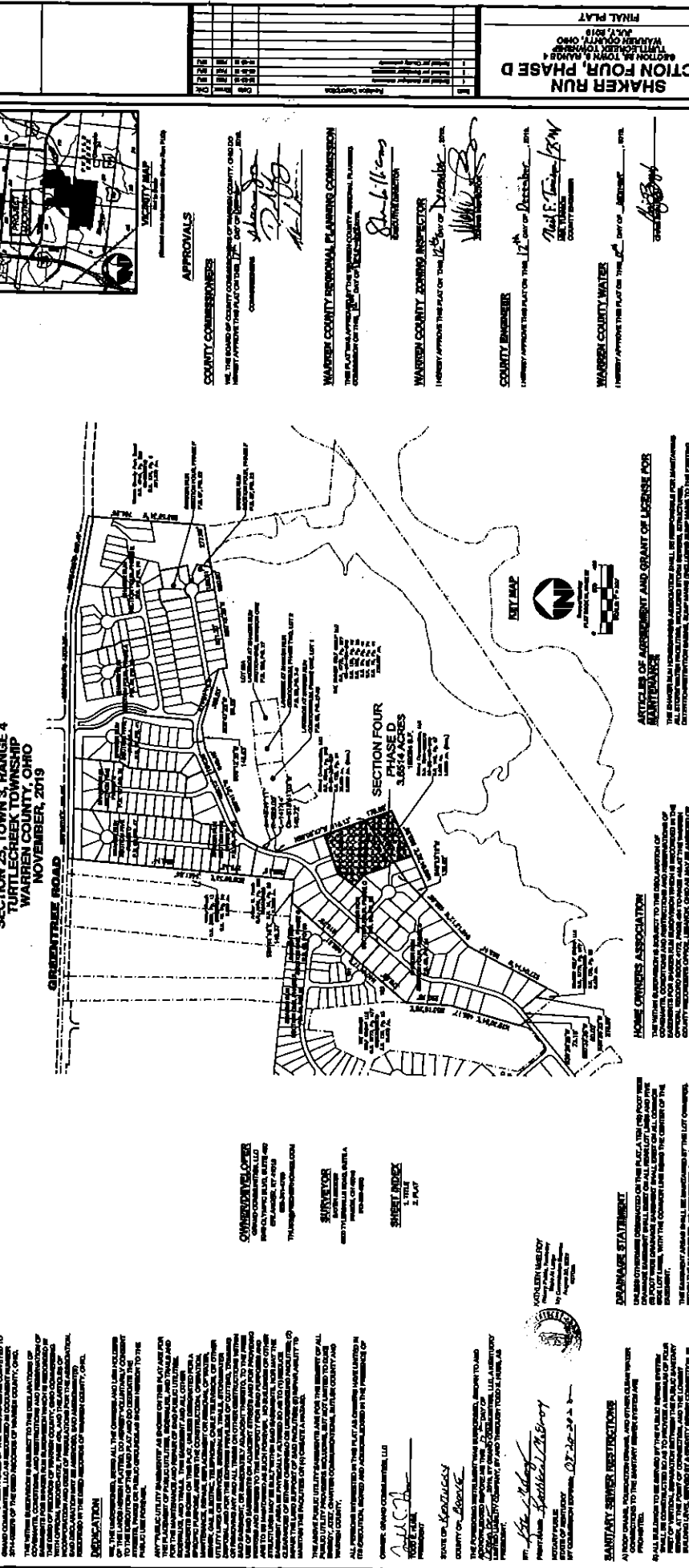
BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Map Room (Certified copy)
Township Trustees
Engineer (file)
Developer
Bond Agreement file

SHAKER RUN SECTION FOUR, PHASE D
SECTION 25, TOWN 3, RANGE 4
TURTLE CREEK TOWNSHIP
WARREN COUNTY, OHIO
NOVEMBER, 2015



COMMISSIONER'S OFFICE
WARREN COUNTY, OHIO
PLANNING COMMISSION

APPROVALS

COUNTY COMMISSIONER
I HEREBY APPROVE THE PLAN ON THE 17th day of December, 2015.

WARREN COUNTY REGIONAL PLANNING COMMISSION
I HEREBY APPROVE THE PLAN ON THE 17th day of December, 2015.

WARREN COUNTY ZONING ENGINEER
I HEREBY APPROVE THE PLAN ON THE 17th day of December, 2015.

COUNTY ENGINEER
I HEREBY APPROVE THE PLAN ON THE 17th day of December, 2015.

WARREN COUNTY WATER
I HEREBY APPROVE THE PLAN ON THE 17th day of December, 2015.

COUNTY AUDITOR
I HEREBY APPROVE THE PLAN ON THE 17th day of December, 2015.

COUNTY RECORDER
I HEREBY APPROVE THE PLAN ON THE 17th day of December, 2015.

ARTICLE OF AGREEMENT AND GRANT OF LICENSE FOR MAINTENANCE

The Shaker Run Homeowners Association shall be responsible for maintenance of the sewer lines... [Detailed terms follow]

GRANT OF PUBLIC UTILITY EASEMENT

The utility easement is granted to the Ohio Division of Public Safety... [Detailed terms follow]

HOME OWNERS ASSOCIATION

The Home Owners Association shall be responsible for maintenance of the sewer lines... [Detailed terms follow]

DRAINAGE STATEMENT

The drainage statement shall be prepared by a registered professional engineer... [Detailed terms follow]

SANITARY SEWER RESTRICTIONS

All sanitary sewer lines shall be installed in accordance with the Ohio Sanitary Code... [Detailed terms follow]

CONVEYANCE OF INTEREST

The conveyance of interest shall be made to the Ohio Division of Public Safety... [Detailed terms follow]

DEED RESERVATION

Notwithstanding to whom, to whomsoever, or to whomsoever, the same shall hereafter be conveyed, the grantor hereby reserves all rights and interests in and to the above described premises... [Detailed terms follow]

COMMISSIONER'S OFFICE
WARREN COUNTY, OHIO
PLANNING COMMISSION

COMMISSIONER'S OFFICE
WARREN COUNTY, OHIO
PLANNING COMMISSION

COMMISSIONER'S OFFICE
WARREN COUNTY, OHIO
PLANNING COMMISSION

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COMMISSIONER'S OFFICE
WARREN COUNTY, OHIO
PLANNING COMMISSION

COMMISSIONER'S OFFICE
WARREN COUNTY, OHIO
PLANNING COMMISSION



SHAKER RUN SECTION FOUR, PHASE D
 WYANDOT COUNTY, OHIO
 FINAL PLAN

Sheet No.	Area	Area (Ac)
201	Residential	1.20
202	Residential	1.20
203	Residential	1.20
204	Residential	1.20
205	Residential	1.20
206	Residential	1.20
207	Residential	1.20
208	Residential	1.20
209	Residential	1.20
210	Residential	1.20
211	Residential	1.20
212	Residential	1.20
213	Residential	1.20
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299	Residential	1.20
300	Residential	1.20



LOT WIDTH LINE TABLE

Lot No.	Width (ft)	Start	End
201	30	100	130
202	30	130	160
203	30	160	190
204	30	190	220
205	30	220	250
206	30	250	280
207	30	280	310
208	30	310	340
209	30	340	370
210	30	370	400
211	30	400	430
212	30	430	460
213	30	460	490
214	30	490	520
215	30	520	550
216	30	550	580
217	30	580	610
218	30	610	640
219	30	640	670
220	30	670	700
221	30	700	730
222	30	730	760
223	30	760	790
224	30	790	820
225	30	820	850
226	30	850	880
227	30	880	910
228	30	910	940
229	30	940	970
230	30	970	1000

LINE TABLE

Line No.	Description	Start	End
1	Centerline	100	1000
2	Right-of-Way	100	1000
3	Property	100	1000
4	Boundary	100	1000
5	Survey	100	1000
6	Lot	100	1000
7	Sublot	100	1000

SURVEY LEGEND

- Circle: 1/4" = 1'-0"
- Triangle: 1/8" = 1'-0"
- Square: 1/16" = 1'-0"
- Diamond: 1/32" = 1'-0"
- Star: 1/64" = 1'-0"
- Hexagon: 1/128" = 1'-0"
- Octagon: 1/256" = 1'-0"
- Circle with cross: 1/512" = 1'-0"
- Circle with dot: 1/1024" = 1'-0"
- Circle with triangle: 1/2048" = 1'-0"
- Circle with square: 1/4096" = 1'-0"
- Circle with diamond: 1/8192" = 1'-0"
- Circle with star: 1/16384" = 1'-0"
- Circle with hexagon: 1/32768" = 1'-0"
- Circle with octagon: 1/65536" = 1'-0"
- Circle with circle: 1/131072" = 1'-0"
- Circle with circle with cross: 1/262144" = 1'-0"
- Circle with circle with dot: 1/524288" = 1'-0"
- Circle with circle with triangle: 1/1048576" = 1'-0"
- Circle with circle with square: 1/2097152" = 1'-0"
- Circle with circle with diamond: 1/4194304" = 1'-0"
- Circle with circle with star: 1/8388608" = 1'-0"
- Circle with circle with hexagon: 1/16777216" = 1'-0"
- Circle with circle with octagon: 1/33554432" = 1'-0"
- Circle with circle with circle: 1/67108864" = 1'-0"
- Circle with circle with circle with cross: 1/134217728" = 1'-0"
- Circle with circle with circle with dot: 1/268435456" = 1'-0"
- Circle with circle with circle with triangle: 1/536870912" = 1'-0"
- Circle with circle with circle with square: 1/1073741824" = 1'-0"
- Circle with circle with circle with diamond: 1/2147483648" = 1'-0"
- Circle with circle with circle with star: 1/4294967296" = 1'-0"
- Circle with circle with circle with hexagon: 1/8589934592" = 1'-0"
- Circle with circle with circle with octagon: 1/17179869184" = 1'-0"
- Circle with circle with circle with circle: 1/34359738368" = 1'-0"
- Circle with circle with circle with circle with cross: 1/68719476736" = 1'-0"
- Circle with circle with circle with circle with dot: 1/137438953472" = 1'-0"
- Circle with circle with circle with circle with triangle: 1/274877906944" = 1'-0"
- Circle with circle with circle with circle with square: 1/549755813888" = 1'-0"
- Circle with circle with circle with circle with diamond: 1/1099511627776" = 1'-0"
- Circle with circle with circle with circle with star: 1/2199023255552" = 1'-0"
- Circle with circle with circle with circle with hexagon: 1/4398046511104" = 1'-0"
- Circle with circle with circle with circle with octagon: 1/8796093022208" = 1'-0"
- Circle with circle with circle with circle with circle: 1/17592186044416" = 1'-0"
- Circle with circle with circle with circle with circle with cross: 1/35184372088832" = 1'-0"
- Circle with circle with circle with circle with circle with dot: 1/70368744177664" = 1'-0"
- Circle with circle with circle with circle with circle with triangle: 1/140737488355328" = 1'-0"
- Circle with circle with circle with circle with circle with square: 1/281474976710656" = 1'-0"
- Circle with circle with circle with circle with circle with diamond: 1/562949953421312" = 1'-0"
- Circle with circle with circle with circle with circle with star: 1/1125899906842624" = 1'-0"
- Circle with circle with circle with circle with circle with hexagon: 1/2251799813685248" = 1'-0"
- Circle with circle with circle with circle with circle with octagon: 1/4503599627370496" = 1'-0"
- Circle with circle with circle with circle with circle with circle: 1/9007199254740992" = 1'-0"
- Circle with circle with circle with circle with circle with circle with cross: 1/18014398509481984" = 1'-0"
- Circle with circle with circle with circle with circle with circle with dot: 1/36028797018963968" = 1'-0"
- Circle with circle with circle with circle with circle with circle with triangle: 1/72057594037927936" = 1'-0"
- Circle with circle with circle with circle with circle with circle with square: 1/144115188075855872" = 1'-0"
- Circle with circle with circle with circle with circle with circle with diamond: 1/288230376151711744" = 1'-0"
- Circle with circle with circle with circle with circle with circle with star: 1/576460752303423488" = 1'-0"
- Circle with circle with circle with circle with circle with circle with hexagon: 1/1152921504606846976" = 1'-0"
- Circle with circle with circle with circle with circle with circle with octagon: 1/2305843009213693952" = 1'-0"
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- Circle with circle with circle with circle with circle with circle with circle with cross: 1/9223372036854775808" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with dot: 1/18446744073709551616" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with triangle: 1/36893488147419103232" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with square: 1/73786976294838206464" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with diamond: 1/147573952589676412928" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with star: 1/295147905179352825856" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with hexagon: 1/5902958103587056517056" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with octagon: 1/11805916207174113034112" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle: 1/23611832414348226068224" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with cross: 1/47223664828696452136448" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with dot: 1/94447329657392904272896" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with triangle: 1/188894659314785808545792" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with square: 1/377789318629571617091584" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with diamond: 1/755578637259143234183168" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with star: 1/1511157274518286468366336" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with hexagon: 1/3022314549036572936732672" = 1'-0"
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- Circle with circle with circle with circle with circle with circle with circle with circle with circle: 1/12089258196146291746930688" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with circle with cross: 1/24178516392292583493861376" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with circle with dot: 1/48357032784585166987722752" = 1'-0"
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- Circle with circle with circle with circle with circle with circle with circle with circle with circle with diamond: 1/386856262276681335821782016" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with circle with star: 1/773712524553362671643564032" = 1'-0"
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- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with cross: 1/12379400392853802746297024512" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with dot: 1/24758800785707605492594049024" = 1'-0"
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- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with star: 1/396140812571321687881504784384" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with hexagon: 1/792281625142643375763009568768" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with octagon: 1/1584563250285286751526019137536" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle: 1/3169126500570573503052038275072" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with cross: 1/6338253001141147006104076550144" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with dot: 1/12676506002282294012208153100288" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with triangle: 1/25353012004564588024416306200576" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with square: 1/50706024009129176048832612401152" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with diamond: 1/101412048018258352097665224802304" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with star: 1/202824096036516704195330449604608" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with hexagon: 1/40564819207303340839066089920912" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with octagon: 1/81129638414606681678132179841824" = 1'-0"
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- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with dot: 1/64903710731685349345705758734592" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with triangle: 1/129807421473370698691411517471184" = 1'-0"
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- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with hexagon: 1/2076918743573931179062584279538944" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with octagon: 1/4153837487147862358125168559077888" = 1'-0"
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- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with cross: 1/16615349948591449432500674236311552" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with dot: 1/33230699897182898865001348472623104" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with triangle: 1/66461399794365797730002696945246208" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with square: 1/132922799588731595460005393890492416" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with diamond: 1/265845599177463190920010787780984832" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with star: 1/531691198354926381840021575561969664" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with hexagon: 1/1063382396709852763680043151123939328" = 1'-0"
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- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle: 1/4253529586839411054720172604495757312" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with cross: 1/8507059173678822109440345208991514624" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with dot: 1/17014118347357644218880690417923029248" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with triangle: 1/34028236694715288437761380835846058496" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with square: 1/68056473389430576875522761671692116992" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with diamond: 1/136112946778861153751045523343384233984" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with star: 1/272225893557722307502091046686768467968" = 1'-0"
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- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with octagon: 1/1088903574230889230008364186747073871872" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle: 1/2177807148461778460016728373494147743744" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with cross: 1/4355614296923556920033456746988295477488" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with dot: 1/8711228593847113840066913493976590954976" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with triangle: 1/1742245718769422768013382798795318190992" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with square: 1/3484491437538845536026765597590636381984" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with diamond: 1/6968982875077691072053531195181272763968" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with star: 1/1393796575015538314410706390236254527936" = 1'-0"
- Circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with circle with hexagon: 1/2787593150031076628821412780472509055872" =



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

TRUSTEE
TRUSTEE
TRUSTEE
FISCAL OFFICER

November 6, 2023

Warren County Engineer's Office
Attn: Jason Fisher
105 Markey Road
Lebanon, Ohio 45036

Re: Shaker Run: Section Four-Phase C, Section Four – Phase D,
Section Five – Phase B and Section Five – Phase C

Dear Mr. Fisher;

Please accept this letter as our official notice that Turtlecreek Township is willing to accept the streets in Shaker Run: Section Four – Phase C, Section Four – Phase D, Section Five – Phase B and Section Five – Phase C.

Please advise when the streets in this subdivision have been officially dedicated to our township by Warren County Board of Commissioners so we may include them in our general Road Department maintenance plans and operations.

Should you have any questions in regards to this matter, please contact us.

Yours truly,

Daniel F. Jones
Chairperson

DFJ/tb

Cc: Kenneth Hickey, Turtlecreek Township Road Supervisor
File



670 North State Route 123
Lebanon, OH 45036



513.932.4902



info@turtlecreektownship.org

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

Resolution

Number 23-1628

Adopted Date December 05, 2023

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR GRAND COMMUNITIES, LTD, FOR COMPLETION OF IMPROVEMENTS IN SHAKER RUN, SECTION FIVE, PHASE C SITUATED IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

BOND RELEASE

Bond Number	: 18-009 (P/S-M)
Development	: Shaker Run, Section Five, Phase C
Developer	: Grand Communities, Ltd.
Township	: Turtlecreek
Amount	: \$31,794.75
Surety Company	: RLI Insurance Co. (CMS0330490)

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

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

Resolution adopted this 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Grand Communities, LLC, Attn: Dave Stroup, 3940 Olympic Blvd., Ste 100, Erlanger, KY 41018
RLI Insurance Co., 9025 N. Lindbergh Dr. Peoria, IL 61615
Engineer (file)
Bond Agreement file

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

Resolution

Number 23-1629

Adopted Date December 05, 2023

APPROVE CANTERBURY COURT IN SHAKER RUN, SECTION FIVE, PHASE C FOR PUBLIC MAINTENANCE BY TURTLECREEK TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Canterbury Court has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2577-T	Canterbury Court	0'-29'-0'	0.096

NOW THEREFORE BE IT RESOLVED, to accept the above street names for public maintenance by Turtlecreek Township; and

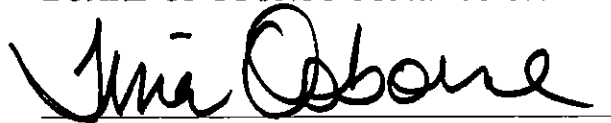
BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

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

Resolution adopted this 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Map Room (Certified copy)
Township Trustees
Engineer (file)
Developer
Bond Agreement file

DEED REFERENCES

RETURNED BY SECTION 25, TOWN 3, RANGE 4, TWP 13 N, R 4 E, SEC 10, WARREN COUNTY, OHIO, AND OTHER BARS ADJACENT OUT OF 14.80 ACRES OF SECTION 25, TOWN 3, RANGE 4, TWP 13 N, R 4 E, SEC 10, WARREN COUNTY, OHIO. THE DEED REFERENCES ARE AS FOLLOWS: ...

DEDICATION

WE, THE UNDERSIGNED, HEREBY DEDICATE TO THE PUBLIC THE FOLLOWING: ... SECTION FIVE, PHASE C, TURTLECREST VILLAGE, WARREN COUNTY, OHIO. ...

ALL INTERESTS IN THE PLAT ARE OWNED AND HELD LIMITED AS TO THE UNDERSIGNED, AND NO OTHER PARTY HAS AN INTEREST IN THE PLAT. ...

IN WITNESS WHEREOF, I have hereunto set my hand and seal at the County of Warren, Ohio, on this 12th day of June, 2018.

SANITARY DRAINER RESTRICTIONS

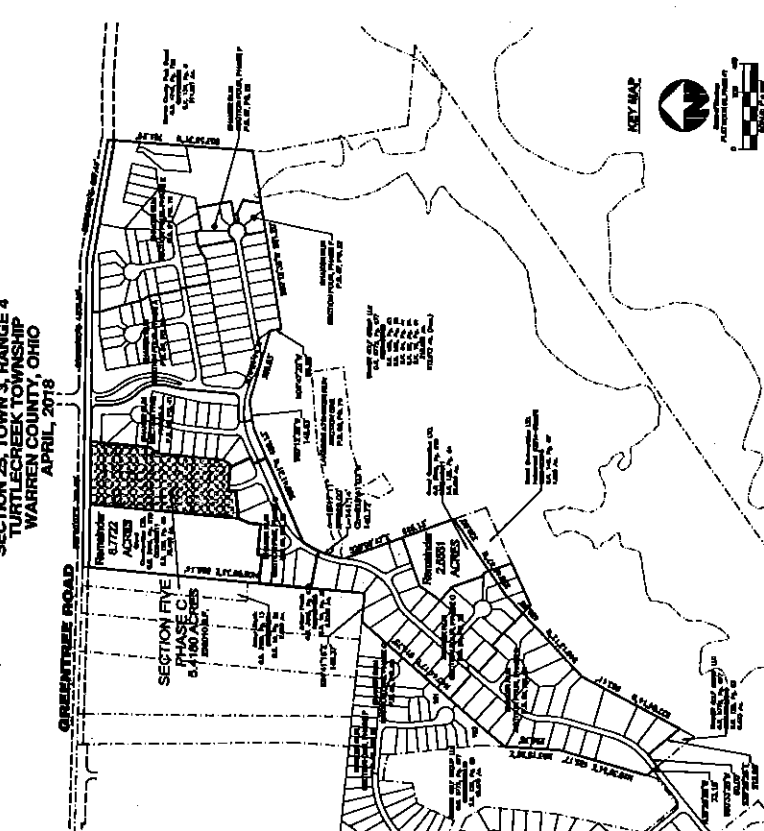
ANY SANITARY DRAINER RESTRICTIONS, AND THESE, AS WELL AS ANY OTHER RESTRICTIONS TO THE SANITARY DRAINER SYSTEMS, ...

BY ALL BELIEVERS TO THE BOND OF THE PUBLIC, THE SANITARY DRAINER SYSTEMS SHALL BE MAINTAINED AND OPERATED IN ACCORDANCE WITH THE FOLLOWING RESTRICTIONS: ...

THE PUBLIC UTILITY DRAINER SYSTEMS ARE TO BE MAINTAINED AND OPERATED IN ACCORDANCE WITH THE FOLLOWING RESTRICTIONS: ...

THE PUBLIC UTILITY DRAINER SYSTEMS ARE TO BE MAINTAINED AND OPERATED IN ACCORDANCE WITH THE FOLLOWING RESTRICTIONS: ...

SHAKER RUN SECTION FIVE, PHASE C SECTION 25, TOWN 3, RANGE 4 TURTLECREST VILLAGE WARREN COUNTY, OHIO APRIL, 2018



ARTICLE OF AGREEMENT AND GRANT OF LICENSE FOR MAINTENANCE

ALL OWNERS OF THE LOTS AND UNITS IN THE SUBDIVISION ... AGREE TO MAINTAIN AND OPERATE THE SANITARY DRAINER SYSTEMS IN ACCORDANCE WITH THE FOLLOWING RESTRICTIONS: ...

GRANT OF PUBLIC UTILITY EASEMENT

FOR PUBLIC UTILITY PURPOSES, THE UNDERSIGNED HEREBY GRANT TO THE PUBLIC UTILITY COMPANY, INC. AND ITS SUCCESSORS, ASSIGNORS, AND OTHERS, THE RIGHT TO USE AND OCCUPY THE FOLLOWING DESCRIBED EASEMENT: ...

DRAINAGE STATEMENT

THE DRAINAGE DIRECTION OF THE PLAT IS AS FOLLOWS: ... THE DRAINAGE DIRECTION IS AS FOLLOWS: ...

THE DRAINAGE DIRECTION OF THE PLAT IS AS FOLLOWS: ... THE DRAINAGE DIRECTION IS AS FOLLOWS: ...

OWNER: ... SURVEYOR: ... COUNTY COMMISSIONERS: ...

APPROVALS: COUNTY COMMISSIONERS, WARREN COUNTY REGIONAL PLANNING COMMISSION, WARREN COUNTY ZONING INSPECTORS, COUNTY ENGINEERS, WARREN COUNTY WATER, BUTLER COUNTY WATER & SEWER DEPARTMENT, COUNTY AUDITOR, COUNTY ASSOCIATES.

DATE OF RECORDING: ...

WARREN COUNTY WATER: ... BUTLER COUNTY WATER & SEWER DEPARTMENT: ...

COUNTY AUDITOR: ... COUNTY ASSOCIATES: ...



1/2 91-41

SHAKER RUN SECTION FIVE, PHASE C

WARREN COUNTY, OHIO



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

TRUSTEE
TRUSTEE
TRUSTEE
FISCAL OFFICER

November 6, 2023

Warren County Engineer's Office
Attn: Jason Fisher
105 Markey Road
Lebanon, Ohio 45036

Re: Shaker Run: Section Four-Phase C, Section Four – Phase D,
Section Five – Phase B and Section Five – Phase C

Dear Mr. Fisher;

Please accept this letter as our official notice that Turtlecreek Township is willing to accept the streets in Shaker Run: Section Four – Phase C, Section Four – Phase D, Section Five – Phase B and Section Five – Phase C.

Please advise when the streets in this subdivision have been officially dedicated to our township by Warren County Board of Commissioners so we may include them in our general Road Department maintenance plans and operations.

Should you have any questions in regards to this matter, please contact us.

Yours truly,

Daniel F. Jones
Chairperson

DFJ/tb

Cc: Kenneth Hickey, Turtlecreek Township Road Supervisor
File



670 North State Route 123
Lebanon, OH 45036



513.932.4902



info@turtlecreektownship.org

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

Resolution

Number 23-1630

Adopted Date December 05, 2023

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR GRAND COMMUNITIES, LTD, FOR COMPLETION OF IMPROVEMENTS IN SHAKER RUN, SECTION FIVE, PHASE B SITUATED IN TURTLECREEK TOWNSHIP.

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

BOND RELEASE

Bond Number	: 16-018 (P/S-M)
Development	: Shaker Run, Section Five, Phase B
Developer	: Grand Communities, Ltd.
Township	: Turtlecreek
Amount	: \$34,469.24
Surety Company	: RLI Insurance Co. (CMS0293622)

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

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

Resolution adopted this 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Grand Communities, LLC, Attn: Dave Stroup, 3940 Olympic Blvd., Ste 100, Erlanger, KY 41018
RLI Insurance Co., 9025 N. Lindbergh Dr. Peoria, IL 61615
Engineer (file)
Bond Agreement file

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

Resolution

Number 23-1631

Adopted Date December 05, 2023

APPROVE GOLF CLUB DRIVE, KAARE COURT AND CANTERBURY COURT IN SHAKER RUN, SECTION FIVE, PHASE B FOR PUBLIC MAINTENANCE BY TURTLECREEK TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Golf Club Drive, Kaare Court and Canterbury Court have been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2436-T	Golf Club Drive	0'-29'-0'	0.114
2576-T	Kaare Court	0'-29'-0'	0.044
2577-T	Canterbury Court	0'-29'-0'	0.035

NOW THEREFORE BE IT RESOLVED, to accept the above street names for public maintenance by Turtlecreek Township; and

BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Map Room (Certified copy)
Township Trustees
Engineer (file)
Developer
Bond Agreement file

SHAKER RUN SECTION FIVE, PHASE B

SECTION 25, TOWN 3, RANGE 4
WARREN COUNTY TOWNSHIP
WARREN COUNTY, OHIO
AUGUST, 2016

DEED REFERENCE
This instrument is a continuation of the subdivision map filed on 10/28/2014 in Public Records of Warren County, Ohio, Book 21, Page 110.

DEFINITIONS
The terms and conditions herein shall apply to the entire subdivision of land shown on the attached plat. The terms and conditions herein shall apply to all lots created by this subdivision map, whether or not such lots are shown on this plat.

ROADWAY DATA
The roadway data shown on this plat is based on the most current data available to the County Engineer, Warren County, Ohio.

ACRESAGE TABLE
The total area of the subdivision is 23.182 acres, more or less. The area of each lot is shown in the accompanying table.

OWNER
The owner of the land shown on this plat is [Name], of Warren County, Ohio.

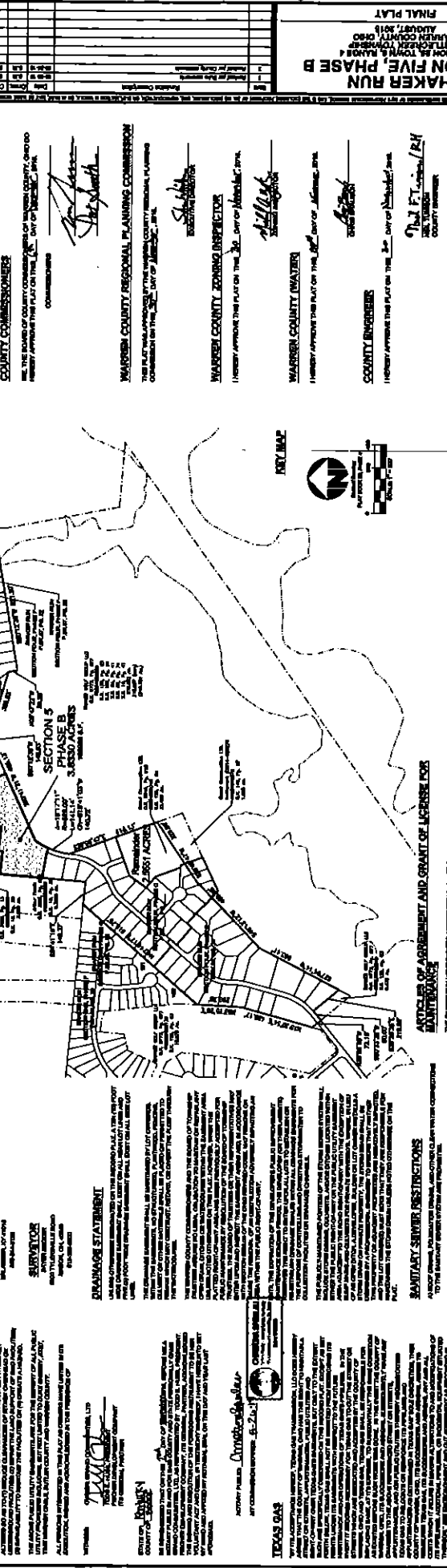
SURVEYOR
The survey was conducted by [Name], a Licensed Professional Surveyor, Ohio.

DRAINAGE STATEMENT
The drainage for the land shown on this plat is to the [Name] River, Warren County, Ohio.

ARTICLE OF AGREEMENT AND GRANT OF EASEMENT FOR EASEMENTS
The easements shown on this plat are as follows: [List of easements]

GRANT OF PUBLIC UTILITY EASEMENT
The utility easement shown on this plat is for [Name], a public utility company.

PLAT OF SUBDIVISION
This plat is a plat of subdivision of land in Warren County, Ohio, and is subject to the provisions of the Ohio Revised Code, Chapter 5303.



APPROVALS

COUNTY COMMISSIONER
I HEREBY APPROVE THE PLAT ON THIS DATE OF [Date].
[Signature]

WARREN COUNTY REGIONAL PLANNING COMMISSION
I HEREBY APPROVE THE PLAT ON THIS DATE OF [Date].
[Signature]

WARREN COUNTY ZONING INSPECTOR
I HEREBY APPROVE THE PLAT ON THIS DATE OF [Date].
[Signature]

WARREN COUNTY ENGINEER
I HEREBY APPROVE THE PLAT ON THIS DATE OF [Date].
[Signature]

COUNTY ENGINEER
I HEREBY APPROVE THE PLAT ON THIS DATE OF [Date].
[Signature]

BUTLER COUNTY ENGINEER
I HEREBY APPROVE THE PLAT ON THIS DATE OF [Date].
[Signature]

COUNTY AUDITOR
I HEREBY APPROVE THE PLAT ON THIS DATE OF [Date].
[Signature]

COUNTY RECORDER
I HEREBY APPROVE THE PLAT ON THIS DATE OF [Date].
[Signature]



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

TRUSTEE
TRUSTEE
TRUSTEE
FISCAL OFFICER

November 6, 2023

Warren County Engineer's Office
Attn: Jason Fisher
105 Markey Road
Lebanon, Ohio 45036

Re: Shaker Run: Section Four-Phase C, Section Four – Phase D,
Section Five – Phase B and Section Five – Phase C

Dear Mr. Fisher;

Please accept this letter as our official notice that Turtlecreek Township is willing to accept the streets in Shaker Run: Section Four – Phase C, Section Four – Phase D, Section Five – Phase B and Section Five – Phase C.

Please advise when the streets in this subdivision have been officially dedicated to our township by Warren County Board of Commissioners so we may include them in our general Road Department maintenance plans and operations.

Should you have any questions in regards to this matter, please contact us.

Yours truly,

Daniel F. Jones
Chairperson

DFJ/tb

Cc: Kenneth Hickey, Turtlecreek Township Road Supervisor
File



670 North State Route 123
Lebanon, OH 45036



513.932.4902



info@turtlecreektownship.org

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

Resolution

Number 23-1632

Adopted Date December 05, 2023

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR GRAND COMMUNITIES, LTD, FOR COMPLETION OF IMPROVEMENTS IN SHAKER RUN, SECTION FOUR, PHASE C SITUATED IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

BOND RELEASE

Bond Number	: 16-017 (P/S-M)
Development	: Shaker Run, Section Four, Phase C
Developer	: Grand Communities, Ltd.
Township	: Turtlecreek
Amount	: \$54,571.71
Surety Company	: RLI Insurance Co. (CMS0293623)

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

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

Resolution adopted this 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Grand Communities, Ltd, Attn: Dave Stroup, 3940 Olympic Blvd., Ste 100, Erlanger, KY 41018
RLI Insurance Co., 9025 N. Lindbergh Dr. Peoria, IL 61615
Engineer (file)
Bond Agreement file

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

Resolution

Number 23-1633

Adopted Date December 05, 2023

APPROVE GOLF CLUB DRIVE, BITTERN LANE AND SWIFT COURT IN SHAKER RUN, SECTION FOUR, PHASE C FOR PUBLIC MAINTENANCE BY TURTLECREEK TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Golf Club Drive, Bittern Lane, and Swift Court have been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2436-T	Golf Club Drive	0'-29'-0'	0.196
2578-T	Bittern Lane	0'-29'-0'	0.053
2579-T	Swift Court	0'-29'-0'	0.031

NOW THEREFORE BE IT RESOLVED, to accept the above street names for public maintenance by Turtlecreek Township; and

BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

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

Resolution adopted this 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Map Room (Certified copy)
Township Trustees
Engineer (file)
Developer
Bond Agreement file

DEED RECORDING... RECORDING OFFICE... RECORDING FEE... RECORDING DATE...

TEKAS GAS... THE STATE OF TEXAS... COUNTY OF... CITY OF...

PLANNING COMMISSION... THE BOARD OF COUNTY COMMISSIONERS... THE BOARD OF SUPERVISORS...

APPROVALS... COUNTY COMMISSIONERS... COUNTY ENGINEERS... BUTLER COUNTY ENGINEER...

WARREN COUNTY REGIONAL PLANNING COMMISSION... WARREN COUNTY ZONING INSPECTOR... BUTLER COUNTY ENGINEER...

COUNTY ENGINEERS... BUTLER COUNTY ENGINEER... COUNTY ENGINEERS...

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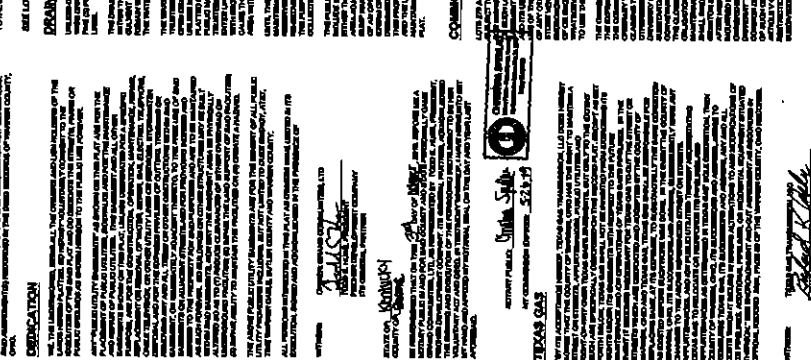
BUTLER COUNTY ENGINEER... COUNTY ENGINEERS... BUTLER COUNTY ENGINEER...

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SECTION FOUR, PHASE C

SECTION 25, TOWN 3, RANGE 4
TURTLECREEK TOWNSHIP
WARREN COUNTY, OHIO
AUGUST, 2016



ROAD WAY DATA
ROAD WIDTH
RIGHT OF WAY
EASEMENTS

SETBACKS
FRONT YARD
SIDE YARD
REAR YARD

AGREEMENT TABLE
AGREEMENT NO. 1
AGREEMENT NO. 2
AGREEMENT NO. 3

DEED STATEMENT
THE UNDERSIGNED... THE COUNTY ENGINEERS... THE BUTLER COUNTY ENGINEER...

ARTICLE OF AGREEMENT AND GRANT OF LICENSE FOR...
THE UNDERSIGNED... THE COUNTY ENGINEERS... THE BUTLER COUNTY ENGINEER...

GRANT OF PUBLIC UTILITY EASEMENT
THE UNDERSIGNED... THE COUNTY ENGINEERS... THE BUTLER COUNTY ENGINEER...

SANITARY SEWER RESTRICTIONS
THE UNDERSIGNED... THE COUNTY ENGINEERS... THE BUTLER COUNTY ENGINEER...

SUBDIVISION...
THE UNDERSIGNED... THE COUNTY ENGINEERS... THE BUTLER COUNTY ENGINEER...

HOME OWNERS ASSOCIATION...
THE UNDERSIGNED... THE COUNTY ENGINEERS... THE BUTLER COUNTY ENGINEER...

KEY MAP
N
SCALE 1" = 400'

SHADER INDEX
1. 2. 3. 4.

COUNTY ENGINEERS... BUTLER COUNTY ENGINEER... COUNTY ENGINEERS...

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SHAKER RUN
SECTION FOUR, PHASE C
WARREN COUNTY, OHIO
AUGUST 2016

WARREN COUNTY ZONING INSPECTOR
WARREN COUNTY ENGINEER
BUTLER COUNTY ENGINEER

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

TRUSTEE
TRUSTEE
TRUSTEE
FISCAL OFFICER

November 6, 2023

Warren County Engineer's Office
Attn: Jason Fisher
105 Markey Road
Lebanon, Ohio 45036

Re: Shaker Run: Section Four-Phase C, Section Four – Phase D,
Section Five – Phase B and Section Five – Phase C

Dear Mr. Fisher;

Please accept this letter as our official notice that Turtlecreek Township is willing to accept the streets in Shaker Run: Section Four – Phase C, Section Four – Phase D, Section Five – Phase B and Section Five – Phase C.

Please advise when the streets in this subdivision have been officially dedicated to our township by Warren County Board of Commissioners so we may include them in our general Road Department maintenance plans and operations.

Should you have any questions in regards to this matter, please contact us.

Yours truly,

Daniel F. Jones
Chairperson

DFJ/tb

Cc: Kenneth Hickey, Turtlecreek Township Road Supervisor
File



670 North State Route 123
Lebanon, OH 45036



513.932.4902



info@turtlecreektownship.org

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

Resolution

Number 23-1634

Adopted Date December 05, 2023

APPROVE VARIOUS RECORD PLATS

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

- The Majors at Shaker Run, Section Two, Phase A Easement Plat – Turtlecreek Township
- Providence Subdivision Section Nine, Block B – Hamilton Township

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Plat File
RPC

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

Resolution

Number 23-1635

Adopted Date December 05, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS FUND
#11011111

BE IT RESOLVED, to approve the following supplemental appropriation to cover Butler County Appeals Court Contribution:

\$ 11,239.00 into #11011111-5711 (General – BOCC Grant Appeals Court)

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

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

Resolution adopted this 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
OMB – S. Spencer

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

Resolution

Number 23-1636

Adopted Date December 05, 2023

APPROVE APPROPRIATION ADJUSTMENT FROM COMMON PLEAS COURT FUND
11011223 INTO 11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 10,000.00	from	11011223-5318	(Data Bd. Approval – Non-Capital)
	into	11011220-5317	(Non-Capital Purchase)

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

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

Resolution adopted this 5th day of December 2023.

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 23-1637

Adopted Date December 05, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN COUNTY COURT FUND
#11011280

BE IT RESOLVED, to approve the following appropriation adjustment:

\$450.00 from #11011280-5400 (Purchased Services)
 into #11011280-5850 (Training /Education)

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

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

Resolution adopted this 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
County Court (file)

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

Resolution

Number 23-1638

Adopted Date December 05, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE INFORMATION
TECHNOLOGY FUND #11011400

BE IT RESOLVED, to approve the following appropriation adjustment:

\$40,000.00	from	#11011400-5320	(IT Capital Purchase)
	Into	#11011400-5370	(Software Non-Data Board)

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

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

Resolution adopted this 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Information Technology (file)

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

Resolution

Number 23-1639

Adopted Date December 05, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN INFORMATION TECHNOLOGY
FUND #11011400

BE IT RESOLVED, to approve the following appropriation adjustment:

\$140,000.00 from #11011400-5321 (Dt Bd Apr Cap BOCC)
Into #11011400-5370 (Software Non Data Board)

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

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

Resolution adopted this 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Information Technology (file)

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

Resolution

Number 23-1640

Adopted Date December 05, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE BUILDING AND ZONING
DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$128.00 from #11012300-5150 (Board/Commission Salaries)
 into #11012300-5911 (Non-Taxable Meal Fringe)

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

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

Resolution adopted this 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Building/Zoning (file)

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

Resolution

Number 23-1641

Adopted Date December 05, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN GRANTS ADMINISTRATION
FUND #2265

BE IT RESOLVED, in order to process vouchers with the appropriate object code, it is necessary to approve the following appropriation adjustment:

\$400.00	from	22653420-5317	(Non-Capital Purchase)
	into	22653410-5400	(Purchased Service)

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

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

Resolution adopted this 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: Auditor
Appropriation Adj. file
OGA (file)

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

Resolution

Number 23-1642

Adopted Date December 05, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN MARY HAVEN FUND #2270

BE IT RESOLVED, to approve the following appropriation adjustments within Mary Haven Fund #2270:

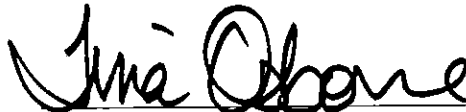
\$1,000.00	from	22701240-5421	(Rent/Lease)
	into	22701240-5430	(Utilities)

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

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

Resolution adopted this 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

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

Resolution

Number 23-1643

Adopted Date December 05, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN MARY HAVEN FUND #2270

BE IT RESOLVED, to approve the following appropriation adjustment within Mary Haven Fund #2270:

\$2,000.00	from	22701240-5830	(Workers Compensation)
	into	22701240-5317	(Non-Capital Purchases)

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

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

Resolution adopted this 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

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

Resolution

Number 23-1644

Adopted Date December 05, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN MARY HAVEN FUND #2270

BE IT RESOLVED, to approve the following appropriation adjustment within Mary Haven Fund #2270:

\$5,000.00	from	22701240-5830	(Workers Compensation)
	into	22701240-5114	(Overtime Pay)

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

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

Resolution adopted this 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

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

Resolution

Number 23-1645

Adopted Date December 05, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE SEWER REVENUE FUND
#5580

WHEREAS, the Water and Sewer Department incurs costs pertaining to uniform clothing and personal equipment; and

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

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

\$2,200.00	from	55803300 - 5998	(Reserve/Contingency)
	into	55803300 - 5855	(Clothing/Personal Equipment)

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 5th day of December 2023.

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 23-1646

Adopted Date December 05, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE SEWER REVENUE FUND
#5580

WHEREAS, the Water and Sewer Department incurs overtime costs due to staffing needs, maintenance, repairs and projects; and

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

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

\$40,000.00 from 55803300 - 5102 (Regular Salaries)
into 55803300 - 5114 (Overtime Pay)

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

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

Resolution adopted this 5th day of December 2023.

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 23-1647

Adopted Date December 05, 2023

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

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

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

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

Resolution adopted this 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	KARL ERICH ROSE	WAT FURNISH AND INSTALL SERVIC	\$ 42,270.00 *Install service body on truck
FAC	POWELL COMPANY INC	FAC FLOOR SCRUBBER	\$ 10,159.51 *Capital purchase
SHE	DAN CUMMINS AUTO GROUP LLC	SHE 2023 DURANGO PURSUIT VEHIC	\$ 218,475.40 *Lower than state contract
FAC	RJE BUSINESS INTERIORS CINCINNATI OH INC	FAC OFFICE FURNITURE REPLACEME	\$ 61,276.23 *State contract

PO CHANGE ORDERS

Department	Vendor Name	Description	Amount
WAT	WARREN COUNTY ENGINEER	KING AVE BRIDGE PROJECT	\$ 44,822.71 DECREASE
ENG	EAGLE BRIDGE CO	KING AVE BRIDGE PROJECT	\$ 1,046,887.31 DECREASE

12/5/2023 APPROVED



Martin Russell, Deputy County Administrator

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

Resolution

Number 23-1648

Adopted Date December 05, 2023

AUTHORIZE TIFFANY ZINDEL, COUNTY ADMINISTRATOR TO SIGN A MEMORANDUM OF UNDERSTANDING BETWEEN THE WARREN COUNTY SHERIFF AND THE WARREN COUNTY SHERIFF'S OFFICE BENEVOLENT ASSOCIATION

BE IT RESOLVED, to authorize Tiffany Zindel, County Administrator to sign a Memorandum of Understanding between the Warren County Sheriff and the Warren County Sheriff's Office Benevolent Association, regarding the acknowledgement of modification, enhancement and clarification of certain articles and sections of the current Sworn Deputies Collective Bargaining Agreement, SERB Case Number 2022-MED-07-0696 as they may apply to newly hired employee, or the transition of a current Sheriff's Office employee into the position of deputy sheriff, said Memorandum of Understanding is attached here to and made a part hereof.

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

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

Resolution adopted this 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Sheriff's Office Benevolent Association
Sheriff (file)

MEMORANDUM OF UNDERSTANDING

In an attempt to encourage the progressive recruiting of exceptional candidates for the open position of Deputy Sheriff, there are times when the Sheriff may have the ability to send a candidate to the Ohio Basic Peace Officer Academy. This Memorandum of Understanding is designed to modify, enhance or clarify certain articles and sections of the current Sworn Deputies Collective Bargaining Agreement, SERB Case Number 2022-MED-07-0696 as they may apply to a newly hired employee, or the transition of a current Sheriff's Office employee into the position of deputy sheriff. This "Program" is designed to benefit both existing employees in career development and the Sheriff's Office in recruitment. While it is not exclusive to existing employees, they are the emphasis.

1. The determination of when to open this opportunity is strictly at the sole discretion of the Sheriff. When making this decision he may consider many factors to include, but not limited to:
 - Available candidate pool
 - Number of positions needed to be filled
 - Timeliness of academy opening

A decision by the Sheriff to select or not select a candidate for the Ohio Basic Peace Officer Academy is not subject to the grievance procedure.

2. To ensure consistency in the hiring process, Warren County Sheriff's Office Policy and Procedure, *32 Hiring Process* will be adhered to.
3. Addition to Article 7 Probationary Periods:

Section 7.5. The employee, while attending the Basic Peace Officer Academy, is on probation. They may be terminated at any time they are in the Academy and shall have no right to appeal the termination. The 365 calendar day probationary period set forth in Section 7.1 shall apply to all employees subject to this memorandum of understanding and shall commence on the first day the employee works for the Sheriff's Office as a sworn deputy after completing the academy.

4. In the event the selected employee fails to meet academy standards, and they previously filled a role within the Sheriff's Office, there is no guarantee there will be an available opening for them to return to; however, the Sheriff's Office will attempt to accommodate a return to their original assignment. In the event there is no opening, and they are an employee in good standing, the Sheriff may rank them on an available eligibility list for the next available original assignment.

5. Article 15 Clarification:

The Sheriff's Office may use a variety of State Certified Peace Officer Academies and pay for tuition if applicable. Sections 15.2 and 15.5 are applicable. In the event the academy is closed, or the work week does not total 40 hours, or 80 hours in a pay period, the employee is expected to alert the Administrative Services Commander for guidance.

In the event the employee wishes to attend another State Certified Peace Officer Academy, they may coordinate this through the Administrative Services Commander; however, the academy must be the equivalent of a "full-time" academy and will be at their expense. Again, Sections 15.2 and 15.5 are applicable.

6. All equipment needed for the academy will be provided by the Sheriff's Office.
7. Article 23 Wages and Compensation are applicable, and an employee permitted to attend the academy shall be paid at the entry level pay set forth in the sworn deputies' agreement. Upon successful completion of the academy, pay will be commensurate with time in service at the Warren County Sheriff's Office. Date of Hire for purposes of seniority will be calculated from the first full pay period including the academy start date.
8. Article 26 Holidays-The employee will be a continuous employee during the duration of the academy.
9. Article 27 Sick Leave-In the event the employee fails to meet the required attendance policy of the academy due to illness or injury, they must, on their own and at their expense, facilitate making up the hours or be terminated from the program.
10. Addition to Article 34 Disability Leave:

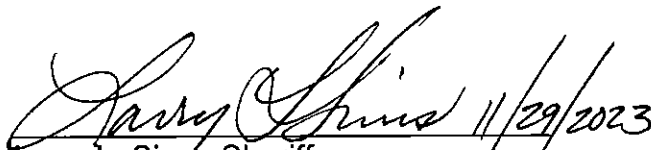
Section 34.8. In the event the employee fails to complete the academy within twelve (12) months from date of hire due to disability, they will be terminated.

11. Employees moving from the non-sworn bargaining unit to the sworn bargaining unit will retain service credit with the Sheriff's Office for purposes of vacation accrual.

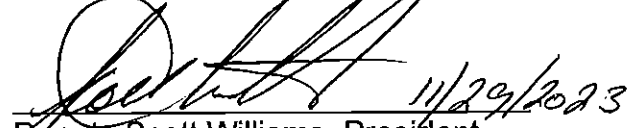
12. Employees who were in a non-sworn position prior to entering the academy and do not successfully complete the probationary period as a sworn deputy have no right to return to their former non-sworn position although they shall be considered for a vacancy in the classification held prior to entering the academy. An employee returned to a former classification pursuant to this memorandum shall be credited with the seniority they had at the time they left the bargaining unit but shall not be given credit for time spent in a sworn deputy classification.

13. All other provisions of the current Sworn Deputies Collective Bargaining Agreement are in enforce and effect.

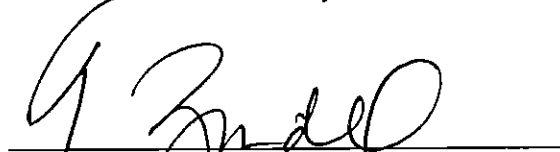
For the Warren County Sheriff's Office:


Larry L. Sims, Sheriff

For the Warren County Deputy Sheriff's
Benevolent Association:


Deputy Scott Williams, President

For the Warren County Commissioners:


Tiffany Zindel, County Administrator

Resolution

Number 23-1649

Adopted Date December 05, 2023

AUTHORIZING THE BOARD TO PROCEED WITH, AND NOT OPT-OUT OF SETTLEMENT AGREEMENTS WITH 3M AND DUPONT AS A PARTIAL SETTLEMENT OF WARREN COUNTY'S CLAIMS IN PFAS LITIGATION

WHEREAS, this Board retained legal counsel who initiated litigation on its behalf which was captioned *Board of County Commissioners of Warren County, Ohio v. 3M Company, et al*, in the Warren County Court of Common Pleas, docketed as Case No. 23CV096288; and,

WHEREAS, the litigation has been removed to the United States District Court for the Southern District of Ohio, Western Division, docketed as Case No. 1:23-CV-512; and,

WHEREAS, while the litigation is not certified as a class action, to date the parties have negotiated separate class settlements with Defendant, 3M Company ("3M") and Defendants The Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc., and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc. (collectively "DuPont"); and,

WHEREAS, the deadline to opt-out of the 3M settlement is December 11, 2023 and December 4, 2023, for the DuPont settlement; and,

WHEREAS, upon advice of legal counsel, the Board desires not to opt-out of the settlement agreements and proceed with filing claims in both the 3M and DuPont settlements.

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

- 1) The Board approves proceeding with the settlement agreements with DuPont (and entities related thereto) and 3M, and further authorizes its legal counsel not to opt-out of either settlement agreement and to take all necessary steps for Warren County to participate in the claims process associated with each settlement.
- 2) The Board further authorizes the County Administrator to execute any and all documents in furtherance of the same.
- 3) The findings made by the Board in the above whereas clauses are adopted as a part of these resolving paragraphs.
- 4) All action taken relating hereto and this Resolution is an administrative act.
- 5) All action taken relating hereto to and this Resolution occurred in an open meeting of the Board in compliance with the Ohio Open Meetings Act, Section 121. 22, et seq. of the Ohio Revised Code.

RESOLUTION #23-1649
DECEMBER 05, 2023
PAGE 2

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

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

Resolution adopted this 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

CERTIFICATION

I hereby certify that the foregoing is a true, accurate, and complete copy of Resolution No. 23-1649 adopted December 5, 2023, by the Board of Commissioners of Warren County, Ohio.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Commissioners' file
David Fornshell, Prosecutor
Bruce McGary, Asst. Prosecutor
C/A—Baron & Budd, P.C.
Cossich, Sumich, Parsiola & Taylor LLC
Markovits, Stock & DeMarco, LLC
McNamee & McNamee, LLP
Oths, Heiser, Miller, Waigand & Clagg, LLC
Litigation file

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

Resolution

Number 23-1650

Adopted Date December 05, 2023

APPROVE APPROPRIATION ADJUSTMENTS WITHIN CLERK OF COURTS FUND #11011282

BE IT RESOLVED, to approve the following appropriation adjustments;

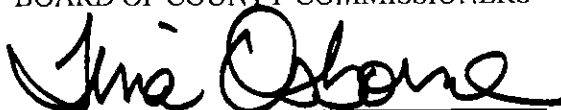
\$ 5,000.00	from #11011282-5317	(Non Capital Purchase)
	into #11011282-5820	(Health & Life Insurance)
\$ 3,450.00	from #11011282-5910	(Other Expense)
	into #11011282-5820	(Health & Life Insurance)
\$ 644.00	from #11011282-5400	(Purchased Services)
	into #11011282-5102	(Regular Salaries)
\$ 540.00	from #11011282-5910	(Other Expense)
	into #11011282-5102	(Regular Salaries)
\$ 500.00	from #11011282-5850	(Training & Education)
	into #11011282-5102	(Regular Salaries)
\$ 316.00	from #11011282-5830	(Workers Compensation)
	into #11011282-5102	(Regular Salaries)
\$ 500.00	from #11011282-5421	(Rent/Lease)
	into #11011282-5114	(Overtime Pay)
\$ 400.00	from #11011282-5830	(Workers Compensation)
	into #11011282-5811	(PERS)
\$ 35.00	from #11011282-5830	(Workers Compensation)
	into #11011282-5871	(Medicare)

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

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

Resolution adopted this 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/js

cc: Auditor
Appropriation Adj. file
Clerk of Courts(file)

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

Resolution

Number 23-1651

Adopted Date December 05, 2023

APPROVE ANNEXATION OF 0.8143 ACRES TO THE CITY OF SOUTH LEBANON, RICHARD PAOLO, AGENT, PURSUANT TO OHIO REVISED CODE SECTION 709.023 [A.K.A. EXPEDITED TYPE 2 ANNEXATION]

WHEREAS, this Board is in receipt of an annexation petition from Richard Paolo, Agent to annex 0.8143 acres (Striker Road Annexation) to the City of South Lebanon filed on the 21st day of November 2023; and

WHEREAS, said petition for annexation was filed pursuant to and specifically requests that the Board follow ORC §709.023 [a.k.a. Expedited Type 2 Annexation]; and,

WHEREAS, said petition has been determined to contain the following matters required by law:

- The petition meets all the requirements set for in, and was filed in the manner provided in, ORC 709.021, ORC 709.023(E)(1)
- The person who signed the petition are owners of property located in the territory proposed to be annexed, and they constitute all owners in the territory, ORC 709.023 (E)(2)
- The territory proposed to be annexed does not exceed 500 acres, ORC 709.023 (E)(3)
- The territory proposed to be annexed shares a contiguous boundary with the municipality for a continuous length of at least 5% of the perimeter of the territory proposed to be annexed, ORC 709.023 (E)(4)
- The annexation will not create an unincorporated area of the township that is surrounded by the territory proposed to be annexed, ORC 709.023 (E)(5)
- The municipality has agreed to provide the territory proposed to be annexed the services specified in the municipal services statement, ORC 709.023 (E)(6)
- If a street or highway will be divided or segmented by the boundary line between the municipality and township as to create a road maintenance problem, the municipality has agreed as a condition of annexation to assume maintenance of that street or highway or to otherwise correct the problem. (ORC 709.023 (E) (7)

NOW THEREFORE BE IT RESOLVED, that the prayer of said petition be approved.

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

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

Resolution adopted this 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Richard Paolo, Agent
RZC
Auditor _____
City of South Lebanon

RPC
Map Room
Annexation file
Hamilton Township

Board of Elections