

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 20-1500

Adopted Date October 27, 2020

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR HUNTER LANGDON WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Hunter Langdon, Water Distribution Worker III within the Warren County Water and Sewer Department, has successfully completed a 365-day probationary period, effective October 20, 2020; and

NOW THEREFORE BE IT RESOLVED, to approve Mr. Langdon's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$21.88 per hour effective pay period beginning October 24, 2020.

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

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

Resolution adopted this 27<sup>th</sup> day of October 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Water/Sewer (file)  
H. Langdon's Personnel File  
OMB – Sue Spencer

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

# Resolution

Number 20-1501

Adopted Date October 27, 2020

**HIRE DARREN MORSIE AS LITTER CONTROL OFFICER WITHIN THE WARREN COUNTY  
SOLID WASTE DEPARTMENT**

WHEREAS the director has requested to hire Darren Morsie, and as he has nineteen years as a corrections officer with Warren County requests a wage to match his experience; and

NOW THEREFORE BE IT RESOLVED, to hire Darren Morsie as Litter Control Officer, within the Warren County Solid Waste Department, full-time, non-exempt, 40 hours per week, pay grade #12, \$18.89 per hour, effective November 16, 2020, subject to a negative drug screen and 365 probationary period.

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

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

Resolution adopted this 27<sup>th</sup> day of October 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

H/R

cc: Solid Waste (file)  
Darren Morsie's Personnel file  
OMB –Sue Spencer

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

# Resolution

Number 20-1502

Adopted Date October 27, 2020

**HIRE WILLIAM LANDER AS LITTER CONTROL OFFICER WITHIN THE WARREN COUNTY SOLID WASTE DEPARTMENT**

WHEREAS, the director has requested to hire Mr. Lander as he has prior experience as a Temporary Litter Control Officer from 2015 with Warren County and requests a wage to reflect his experience; and

NOW THEREFORE BE IT RESOLVED, to hire William Lander as Litter Control Officer, within the Warren County Solid Waste Department, full-time, non-exempt, 40 hours per week, pay grade #12, \$16.50 per hour, effective November 16, 2020, subject to a background check, negative drug screen and 365 probationary period.

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

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

Resolution adopted this 27<sup>th</sup> day of October 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

H/R

cc: Solid Waste (file)  
W. Lander's Personnel file  
OMB –Sue Spencer

# Resolution

Number 20-1503

Adopted Date October 27, 2020

## REHIRE ALLISON LYONS AS COMMUNITY MANAGER WITHIN THE TELECOMMUNICATIONS DEPARTMENT

WHEREAS, Ms. Lyons resigned effective September 11, 2020 to pursue employment elsewhere and has reapplied for employment within the department; and

WHEREAS, the department has requested to rehire Ms. Lyons at her previous wage as her position has not been filled since her departure; and

NOW THEREFORE BE IT RESOLVED, to rehire Allison Lyons, as Community Manager, within the Telecommunications Department, classified, full-time, permanent, non-exempt status (40 hours per week), Pay Grade #18, \$25.58 per hour, and subject to 365-day probationary period; and

BE IT FURTHER RESOLVED, Ms Lyons will not be eligible for the typical three (3) percent increase upon completion of her probation period as Ms. Lyons is receiving her previous wage.

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

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

Resolution adopted this 27<sup>th</sup> day of October 2020.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

H/R

cc: Telecom (file)  
A. Lyons' Personnel File  
OMB – Sue Spencer

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

# Resolution

Number 20-1504

Adopted Date October 27, 2020

**ADVERTISE FOR BIDS FOR THE WARREN COUNTY ADMINISTRATION BUILDING  
ELECTRIC SERVICE ENTRANCE PROJECT**

BE IT RESOLVED, to advertise for bids for the Warren County Administration Building Electric Service Entrance Project; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Website, beginning the week of November 8, 2020; bid opening to be November 24, 2020 at 10:00 a.m.

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

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

Resolution adopted this 27<sup>th</sup> day of October 2020.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

KH\

cc: Facilities Management (file)  
OMB Bid file

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

# Resolution

Number 20-1505

Adopted Date October 27, 2020

APPROVE NOTICE OF INTENT TO AWARD BID TO CORTECH, USA FOR THE WARREN COUNTY JAIL & SHERIFF'S OFFICE CORRECTIONS FURNITURE PROJECT

WHEREAS, bids were closed at 10:00 a.m., October 20, 2020, and the bids received were opened and read aloud for the Warren County Jail & Sheriff's Office Corrections Furniture Project and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Trevor Hearn, Warren County Director of Facilities Management, Cortech, USA, has been determined to be the lowest and best bidder; and

WHEREAS, Cortech, USA, was the best bidder with a total bid price of \$85,866.64; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of Trevor Hearn, that it is the intent of this Board to award the contract to Cortech, USA, 7530 Plaza Court, Willowbrook, Illinois, for a total bid price of \$85,866.64; and


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

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

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

Resolution adopted this 27<sup>th</sup> day of October 2020.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

KH

cc: Facilities Management (file)  
OMB Bid file

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

# Resolution

Number 20-1506

Adopted Date October 27, 2020

APPROVE NOTICE OF INTENT TO AWARD BID TO RADIANT TECHNOLOGY GROUP, INC. FOR THE WARREN COUNTY JAIL & SHERIFF'S OFFICE A/V SYSTEMS PROJECT

WHEREAS, bids were closed at 10:00 a.m., September 29, 2020, and the bids received were opened and read aloud for the Warren County Jail & Sheriff's Office A/V Systems Project and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Trevor Hearn, Warren County Director of Facilities Management, Radiant Technology Group, Inc., has been determined to be the lowest and best bidder; and

WHEREAS, Radiant Technology Group, Inc., was the best bidder with a total bid price of \$114,241.00; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of Trevor Hearn, that it is the intent of this Board to award the contract to Radiant Technology Group, Inc., 11923 Tramway Drive, Sharonville, Ohio, for a total bid price of \$114,241.00.00; and

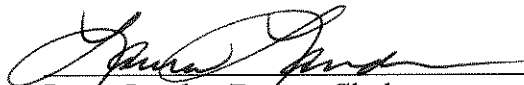
BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

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

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

Resolution adopted this 27<sup>th</sup> day of October 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

KH\

cc: Facilities Management (file)  
OMB Bid file

# Resolution

Number 20-1507

Adopted Date October 27, 2020

AUTHORIZE TIFFANY ZINDEL, COUNTY ADMINISTRATOR, TO SIGN AN AGREEMENT WITH OHIO DEFERRED COMPENSATION, TO ADD THE ROTH 457 OPTION AS AN EXPANDED PORTFOLIO CHOICE WITHIN OHIO DEFERRED COMPENSATION PROGRAM

WHEREAS, the State of Ohio passed Senate Bill 220 into law effective March 19, 2017 to allow Roth options within public employee deferred compensation programs. The Roth 457 option has been identified as an additional benefit that can assist county employees to save for retirement by expanding their portfolio options to include additional possible tax advantages; and

WHEREAS, the Board has approved the addition of the ROTH 457 option to the expanded portfolio choice within Ohio Deferred Compensation Program; and

NOW THEREFORE BE IT RESOLVED, to authorize Tiffany Zindel, County Administrator, to sign an agreement to add the Roth 457 option as an expanded portfolio choice within Ohio Deferred Compensation Program effective October 27, 2020.

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

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

Resolution adopted this 27<sup>th</sup> day of October 2020.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

HR/

cc: C/A—Ohio Deferred Compensation  
Auditor  
OMB (file)



Enter Employer Name below. Execute the agreement on page five.

EXHIBIT B

PAYROLL/ADMINISTRATIVE PROCEDURES

An Employer that establishes the Plan shall determine whether its employees will be permitted to make (i) pre-tax deferrals only or (ii) pre-tax deferrals and Roth contributions.

Warren County Commissioners elects to offer eligible employees one of the following options:

Pre-tax deferrals only

OR

Pre-tax deferrals and Roth contributions

*The effective date shall be a date no sooner than 30-days after Ohio DC receives the executed Exhibit B and the Employer receives their first pre-billing invoice for pre-tax deferrals and/or Roth contributions.*

**Deductions**

A. **Pre-tax Deferrals.** The Employer will ensure that federal and state income taxes for each participating employee are calculated after excluding the amount being deferred under the Plan. Please note that pre-tax deferrals are not excluded from local income tax calculations.

B. **Roth Contributions.** The Employer will ensure that Roth contributions are after-tax contributions. This means the Employer includes the amount of the Roth contributions in the employee's gross income at the time the employee would have otherwise received the amount in cash if the employee had not made the election. Roth contributions are subject to all applicable wage-withholding requirements.

The Internal Revenue Code requires that participant deferral/contribution agreements be entered into in the month before they begin. The Program will monitor this regulation and notify Employers of new enrollments and valid changes. The Employer may not make any such contractual changes until the effective date specified on the Payroll Reduction Change Report, except to prevent deferrals/contributions from exceeding the maximum annual limits.

**Reporting**

The Employer may utilize one of the following methods for reporting deferral/contribution amounts.

A. **A pre-billing invoice.** The Program will create an invoice(s) for the Employer at least ten (10) days before each pay date, listing the name, last four digits of the employee's social security number, and dollar amount of the deferral/contribution expected from each employee. Pre-tax deferrals and Roth contributions will be invoiced separately. The employer can obtain these invoices from the Ohio Business Gateway website. The Employer will note any changes on the invoices before reporting these amounts.

B. **A computer file.** The use of computer files is recommended for all Employers who will have more than 100 participants in the Plan. Pre-tax deferrals and Roth contributions must be in separate files. This confidential data must be transmitted using the secure express upload feature of the Ohio Business Gateway at [business.ohio.gov](http://business.ohio.gov). Computer files must be formatted as indicated below.

<u>Field Name</u>	<u>Data Type</u>	<u>Start/End Pos.</u>		<u>Contents</u>
Transaction Type	X(3)	1	3	'114'
Employer ID	X(6)	4	9	Ohio DC will assign this number
Pay Date*	9(8)	10	17	Your payroll date
Social Security5	9(5)	18	22	First 5 digits of social security number
Social Security4	9(4)	23	26	Last 4 digits of social security number
Termination Code	X(2)	27	28	Does participant still work for you? Yes = SPACES No = 'TT'
Filler	X(8)	29	36	Spaces
Termination Date*	9(8)	37	44	Date employee was terminated or zeros for current employees
Transaction Amount**9(7)		45	51	Deferral/contribution amount 9999999
Name	X(25)	52	76	Participant name
Filler	X(4)	77	80	Spaces

\* All dates must use CCYYMMDD format (20190101)

\*\* The transaction amount must not include the decimal point. Example, a \$125.00 deferral amount would be sent as 0012500.

Fields are **NOT** packed.

For regular deferrals (pre-tax), the file must be named **defcomp.txt**.

For Roth contributions (post-tax), the file must be named **roth\_defcomp.txt**

**Please note that regular deferrals and Roth contributions are on separate bills and cannot be combined in the same file**

If you need further assistance, please call 614-466-7245.

C. **An acceptable Employer generated listing.** The Employer may generate their own listing which will identify the name, last four digits of the employee's social security number, and dollar amount of the individual deferrals/contributions. The format must be (by pay frequency) in ascending alphabetic or social security number order with totals for each frequency. Pre-tax deferrals and Roth contributions must be reported separately. The list must contain Employer name, Employer number, and pay date. Do not list reductions by department or full social security numbers.

#### **Changes**

Ohio DC will create a Payroll Change Report(s) showing all employees who are newly enrolled or changing the amount of their deferrals/contributions. This report will be available to the Employer at least ten (10) days before the effective pay date on the Ohio Deferred

Compensation secure section of the Ohio Business Gateway website, [business.ohio.gov](http://business.ohio.gov).  
Separate Payroll Change Reports will be produced for pre-tax deferrals and Roth contributions.

### **Terminating Employees**

For any participants who have terminated employment, the Employer will note on each invoice, file, or listing, the date of termination, last four digits of the social security number, and name of the employee(s).

### **Remittance**

For each pay date, the Employer will forward payment for the gross amount of deferrals/contributions with supporting documentation. The Employer is responsible for the correct and timely remittance of deferrals/contributions. The Employer may use one of the following methods for remittance:

ACH debit: Use the Ohio Business Gateway at [business.ohio.gov](http://business.ohio.gov). (*preferred method*)

ACH credit: The Program will provide banking information to Employers using this method.

Check mailed to:

Ohio Deferred Compensation  
257 East Town Street, Suite 400  
Columbus, Ohio 43215-4623

**The payment amount must be exactly equal to the total amount of deferrals/contributions on the detailed report.**

### **Refunds**

If deferrals/contributions are erroneously made on behalf of a participant and the money must be returned to that participant, the Employer may not use amounts to be refunded to the participant as an offset or credit against the gross amount of deferrals/contributions for the next pay period. The Employer must notify the Program in writing of such errors and the Board will return the money to the Employer. For pre-tax deferrals the Employer must then refund the money to the employee after withholding all appropriate taxes, etc., since the refund will not have been previously included as taxable income to that employee.

### **Annual Limits**

Consistent with IRS regulations, the Employer is responsible for ensuring that any combination of the participant's annual pre-tax deferrals and Roth contributions do not exceed the lesser of (i) the limits allowed by the Internal Revenue Code or (ii) 100% of includible compensation. Participants age 50 and older or in their three years prior to Normal Retirement Age may be eligible for higher annual limits. The Program will annually provide notice to the Employer regarding such limits. The Program will be careful to enroll the participant for deferral/contributions amounts that will not exceed the IRS's maximum limits. If events occur (requested changes to deferral/contribution amounts are not made timely, a year with 27 bi-weekly pay periods, etc.) whereby those limits could be exceeded, the Program will work with the participant and Employer to adjust deferral/contribution amounts accordingly.

**Form W-2**

The Employer will be responsible for issuing a correct Form W-2 at year-end, which will identify the gross amount of wages subject to federal and state taxes and the gross amount of wages subject to local taxes. The Employer will list on the participant's Form W-2 the amount of pre-tax deferrals or Roth contributions for the year, as required by the IRS.

**Program Withdrawals**

The Program will be responsible for overseeing the disbursement of all withdrawals from the Program to the participant or beneficiary(ies) and to discharge on behalf of the Employer all reporting and withholding responsibilities required by Federal and State Regulatory Authorities.

**Employer Statements**

The Program will provide the Employer with a quarterly statement that will include the total amount received during the quarter and the total value of accounts held on behalf of the employees or beneficiaries.

Note: The Program statements will reflect deferral/contribution activity based on the date received and invested, which may not always coincide or agree with the Employer's records, due to timing of deposits and transfers into and out of individual accounts at the beginning or ending of the statement period.

**Confidentiality**

The Employer shall maintain the confidentiality of individual participants and related account information.

It is the Program's policy to limit the display of social security numbers. Billing and change reports will only display the last four digits of each participant's social security number, unless you provide the Program with a signed release on your Employer letterhead accepting all responsibility for transmitting this sensitive data. If the Employer generates their own listing, the Employer will be responsible for this confidential information while in transit. It is important that the display of social security numbers is limited to the last four digits.

**Other Deferred Compensation Plans**

If the Employer offers deferred compensation programs in addition to the Program as permitted under Section 148.06 of the Ohio Revised Code, then the Employer is responsible for assuring that participants do not exceed the maximum annual limits under IRC Section 457(b).

**Execution**

The duly authorized responsible official has executed this document for the Eligible Employer, and the Board (by its representative) has accepted as of the date so noted below.

Warren County Commissioners

Eligible Employer

Tiffany Zindel  
Responsible Official (printed name)

*Tiffany Zindel*  
Responsible Official Signature

10/27/20  
Date

APPROVED AS TO FORM

*Keith W. Anderson*  
Keith W. Anderson  
Asst. Prosecuting Attorney

County Administrator  
Title

**OHIO PUBLIC EMPLOYEES DEFERRED COMPENSATION BOARD**

*see attached*  
Accepted for the Program

Date

**Employer Services for You**

The Board Office is responsible for administration of the Program, which includes maintaining employer and employee account records, investing payroll deferrals/contributions, processing withdrawal requests and generating employer and employee account statements.

Employers with questions or needing assistance should contact the finance department of the Board Office.

**Board Office:**

Ohio Deferred Compensation  
257 East Town Street, Suite 400  
Columbus, Ohio 43215-4623

Phone: 614-466-7245

Phone Hours: The Board Office staff is available to assist employers Monday-Friday from 7:30 a.m.-4 p.m.

Fax: 614-728-2601

Email: [finance@OhioDC.org](mailto:finance@OhioDC.org).

**Execution**

The duly authorized responsible official has executed this document for the Eligible Employer, and the Board (by its representative) has accepted as of the date so noted below.

Warren County Commissioners

Eligible Employer

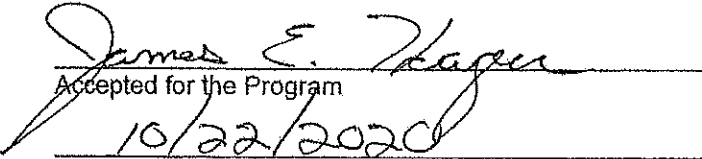
Responsible Official (printed name)

Responsible Official Signature

Title

Date

**OHIO PUBLIC EMPLOYEES DEFERRED COMPENSATION BOARD**

  
Accepted for the Program

Date

**Employer Services for You**

The Board Office is responsible for administration of the Program, which includes maintaining employer and employee account records, investing payroll deferrals/contributions, processing withdrawal requests and generating employer and employee account statements.

Employers with questions or needing assistance should contact the finance department of the Board Office.

**Board Office:**

Ohio Deferred Compensation  
257 East Town Street, Suite 400  
Columbus, Ohio 43215-4623

Phone: 614-466-7245

Phone Hours: The Board Office staff is available to assist employers Monday-Friday from 7:30 a.m.-4 p.m.

Fax: 614-728-2601

Email: [finance@OhioDC.org](mailto:finance@OhioDC.org).

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

# Resolution

Number 20-1508

Adopted Date October 27, 2020

**APPROVE AND ENTER INTO LEASE AGREEMENT WITH WARREN COUNTY  
COMBINED HEALTH DISTRICT**

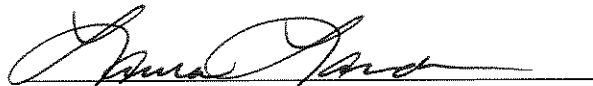
BE IT RESOLVED, to approve and authorize the President of the Board to execute a Lease Agreement with the Warren County Health District; copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 27<sup>th</sup> day of October 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

HR/

cc: c/a – Warren County Combined Health District  
Health Dept (file)  
S. Spencer

## LEASE AGREEMENT

This Lease Agreement ("Lease") is made and effective on the 20 day of October 2020, by and between the Board of County Commissioners, Warren County, Ohio (the "County") and Warren County Combined Health District ("Tenant").

The County is the owner of land and improvements commonly known and numbered as 416 South East Street, Lebanon, Ohio 45036. The County makes available for lease a portion of the building and appurtenances designated as The Warren County Combined Health District Offices consisting of 13,243 square feet of office space on the first floor and basement level, plus certain common areas including but not limited to hallways and parking.

The County desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from the County for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

### 1. Term

A. The County hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from the County, for an "Initial Term" beginning January 1, ~~2020~~ and ending December 31, 2023. The Tenant currently occupies the premises. *2021 DS*

B. Either party may terminate this Lease upon giving ninety (90) days' notice to the other party in accordance with paragraph 16 herein.

### 2. Rental

A. Effective as of January 1, 2021, Tenant shall pay to the County for base rent during the initial Term, \$8.49 per square foot x 13,243 square feet for office space at the annual rate of \$112,433.07 per year and \$4.24 per square foot x 6,416 square feet of common area for the sum of \$27,203.84 per year for January 1, 2021 through December 31, 2021. The aggregate base rent in year ~~2020~~ to be paid by Tenant to the County shall be \$139,636.91. *2021 DS*

Thereafter, effective January 1, 2022, Tenant shall pay the following rental rate for office space plus its proportionate share of common area (being 37% of the common area) for 2022 and 2023:

2022     \$8.66 per square foot x 13,243 sq ft = \$114,684.38  
           \$4.32 per square foot x 6,416 sq ft = \$27,717.12  
           Total Aggregate rent in ~~2019~~ = \$142,401.50 *2022 DS*

2023     \$8.83 per square foot x 13,243 sq ft = \$116,935.69  
           \$4.41 per square foot x 6,416 sq ft = \$28,294.56  
           Total Aggregate rent in ~~2020~~ = \$145,230.25 *2023 DS*



B. Payment shall be made during the lease term to the County at 406 Justice Drive, Lebanon, Ohio 45036 or at such other place designated by written notice from the County to the Tenant. Semi-annual payments of 50% will be made no later than 30 days following each distribution by the County Auditor to the Tenant of Tenant's tax levy revenue each year.

### **3. Use**

A. Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

B. Except as set forth above, Tenant shall be permitted to store and use medicines and vaccines as needed for medical use and also to store and use chemicals for inspections and cleaning.

### **4. Sublease and Assignment.**

A. Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without the County's consent.

### **5. Care and Repairs.**

A. During the Lease term, the County shall make, at the County's expense and in a timely fashion, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, including major mechanical systems and the roof, subject to the obligations of the parties otherwise set forth in this Lease. Tenant shall have an affirmative duty to notify the County when such repairs are not discovered or repaired by the County.

B. The County shall be responsible for and maintain the exterior of the building, including the parking lot, lights, walks, curbs, windows and doors; all exterior and interior plumbing and fixtures; all electrical systems and wires, exclusive of the Tenant's fixtures and appliances; and all heating and air conditioning.

### **6. Alterations and Improvements.**

A. Tenant, at Tenant's expense, shall have the right, following the County's written consent, to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. The County hereby gives its approval to all preexisting additions, improvements and replacements.

B. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by The County. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

### **7. Property Taxes.**

The property is held by a governmental subdivision and used solely for governmental purposes and therefore is tax exempt. Tenant shall continue to use the Leased Premises only for governmental purposes.

## **8. Insurance.**

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. The County shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as the County shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and the County shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by the County, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof.

D. The County shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance with the same principal coverage and duty to defend the County as the policy provides for Tenant, and Tenant shall provide the County with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify the County that a policy is due to expire at least (10) days prior to such expiration. The County shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

## **9. Utilities.**

A. The County shall pay all charges for water, sewer, gas, electricity, trash removal and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by the County and Tenant.

B. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in the County's reasonable opinion, overload the wiring or interfere with electrical services to other tenants. The County shall perform an inspection prior to the execution of the Lease to assure all electrical wiring is in compliance with this Paragraph.

## **10. Signs.**

Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and the County's written consent. The County may refuse consent to any proposed signage that is in The County's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. The County shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

**11. Entry.**

The County shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided the County has given the Tenant reasonable notice and shall not thereby unreasonably interfere with Tenant's business on the Leased Premises. The County may enter the premises at any time in an emergency without notice.

**12. Parking.**

During the term of this Lease, Tenant shall have the non-exclusive use in common with other tenants of the Building, their guests and invitees, and the general public, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by the County. The County reserves the right to designate specific parking areas within the parking area or in reasonable proximity thereto, for Tenant and Tenant's agents and employees.

**13. Damage and Destruction.**

A. Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to the County to terminate this Lease as of the date of such damage.

B. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, the County shall promptly repair such damage at the cost of the County. In making the repairs called for in this paragraph, the County shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of the County.

C. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

**14. Default.**

A. If default shall at any time be made by Tenant in the payment of rent when due to the County as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by the County, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by the County without correction thereof then having been commenced and thereafter diligently prosecuted, the County may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, the County may reenter said premises.

B. The County shall have, in addition to the remedy above provided, any other right or remedy available to the County on account of any Tenant default, either in law or equity. The County shall use reasonable efforts to mitigate its damages.

**15. Quiet Possession.**

The County covenants and warrants that upon performance by Tenant of its obligations hereunder, the County will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

**16. Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to **The County** to:

Board of County Commissioners  
Warren County, Ohio  
Attention: County Administrator  
406 Justice Drive  
Lebanon, Ohio 45036

If to **Tenant** to:

Warren County Combined Health District  
Attention: Health Commissioner  
416 South East Street  
Lebanon, Ohio 45036

The County and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

**29. Governing Law.**

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Ohio. The parties stipulate that exclusive venue and jurisdiction over all actions relating to the breach, dispute, eviction, enforcement, interpretation, liability, injunctive relief, mandamus or prohibition shall be the Warren County Court of Common Pleas.

IN EXECUTION WHEREOF, the parties have executed this Lease as of the day and year first above written.

30. Execution by the Parties.

COUNTY

IN EXECUTION WHEREOF, the BOARD OF COMMISSIONERS, of the Warren County, Ohio, has caused this Agreement to be executed by its President or Vice-President on the date stated below, pursuant to Board Resolution No. ~~97-2020~~, dated ~~10/20/20~~

20-1508 10/27/2020  
SIGNATURE: \_\_\_\_\_  
NAME: David Young  
TITLE: President  
DATE: 10/27/20

TENANT

IN EXECUTION WHEREOF, the Warren County Combined Health District has caused this Agreement to be executed by Duane Stansbury, the Health Commissioners, acting as it authorized agent, pursuant to Board Resolution No. 97-2020, dated 10/20/20

SIGNATURE: \_\_\_\_\_  
NAME: Duane Stansbury, RS, MPH  
TITLE: Health Commissioner  
DATE: 10/20/2020

Approved as to form:

DAVID P. FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: Adam Nice  
Adam Nice, Assistant Prosecutor

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

# Resolution

Number 20-1509

Adopted Date October 27, 2020

AMEND THE CONTRACT BETWEEN THE WARREN COUNTY COMMISSIONERS ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES AND WARREN COUNTY CHILDREN SERVICES

WHEREAS, Human Services has additional Title XX TANF Transfer funds available and desires to increase the contract by \$33,262.06; and

NOW THEREFORE BE IT RESOLVED, to amend the contract between Warren County Commissioners on behalf of Warren County Human Services and Warren County Children Services Title XX TANF Transfer, beginning October 1, 2019 and terminating September 30, 2020; copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 27<sup>th</sup> day of October 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: c/a—Warren County Children Services  
Human Services (file)  
Children Services (file)

**AMENDMENT TO WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
TITLE XX TANF SUBGRANT AGREEMENT  
BETWEEN  
THE WARREN COUNTY BOARD OF COMMISSIONERS  
ON BEHALF OF  
THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES  
AND  
WARREN COUNTY DEPARTMENT OF CHILDREN SERVICES**

**WHEREAS**, a Title XX Transfer Sub-Grant Agreement was entered into on September 17, 2019, Resolution # 19-1200 between the Warren County Board of Commissioners, on behalf of the Warren County Department of Human Services and Warren County Department of Children Services, hereinafter jointly referred to as “the Parties” and

**WHEREAS**, it is now the intent of the Parties to amend the Contract as follows:

- 1) Payments for all services provided in accordance with the provisions of this Sub-Grant Agreement are contingent upon the availability of (and will not exceed the total of) local, state, and federal funds as follows:

TITLE XX TANF TRANSFER FUNDS	\$500,000.00	JFSCTX20	CFDA NUMBER 93.667
---------------------------------	--------------	----------	-----------------------

**NOW, THEREFORE**, the Parties agree to amend the Contract as follows:


- 1) Increase the total amount to \$533,262.06 allocating an additional \$33,262.06 to be available until the end of the contract and liquidation period.

TITLE XX TANF TRANSFER FUNDS	\$33,262.06	JFSCTX20	CFDA NUMBER 93.667
---------------------------------	-------------	----------	-----------------------

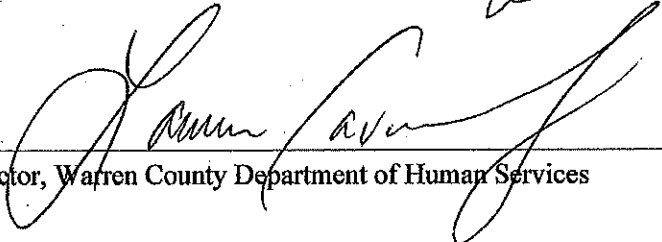
All other terms, conditions and provisions of the Title XX TANF Sub-Grant Agreement shall remain in full force and effect for the term of the Contract as entered into on September 17, 2019 by Resolution Number 19-1200 of the Warren County Board of Commissioners

**WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

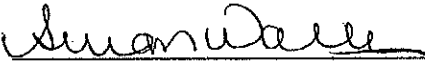
**DIVISION OF HUMAN SERVICES**

  
\_\_\_\_\_  
President, Warren County Board of Commissioners

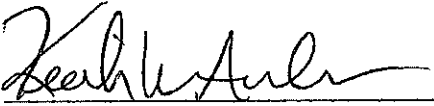
10/27/20  
Date

  
\_\_\_\_\_  
Director, Warren County Department of Human Services

10/7/2020  
Date

  
\_\_\_\_\_  
Director, Warren County Department of Children Services

10/7/2020  
Date

  
\_\_\_\_\_  
Keith Anderson, Assistant Prosecutor

10-8-20  
Date



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

# Resolution

Number 20-1510

Adopted Date October 27, 2020

APPROVE THE DESTRUCTION OF VARIOUS WARREN COUNTY SHERIFF'S OFFICE EQUIPMENT

WHEREAS, the Warren County Sheriff's Office has determined there is no longer any service left in the following;

- 65 Law Books

WHEREAS, the Warren County Sheriff's Office plans to dispose of the items properly; and

NOW THEREFORE BE IT RESOLVED, to dispose of the above listed property.

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

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

Resolution adopted this 27<sup>th</sup> day of October 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Sheriff (file)  
Auditor (B. Quillen)

# Resolution

*Number* 20-1511

*Adopted Date* October 27, 2020

AMEND RESOLUTION #20-1352, ADOPTED SEPTEMBER 22, 2020 CREATING THE WARREN COUNTY CARES ACT GRANT PROGRAM AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

WHEREAS, in response to the economic impact of the global COVID-19 pandemic, Section 5001 of the Federal Coronavirus Aid, Relief, and Economic Security act (hereinafter "CARES" or "CARES Act") was passed establishing a fund to provide payments to State, Local and Tribal governments to mitigate the damages to the local economy; and

WHEREAS, Warren County, Ohio is a local government eligible for receipt of direct payment from the United States federal government under the CARES Act, and has received a total of \$8,454,058 from the relief fund as of the date of this resolution; and

WHEREAS, the local economy of Warren County, Ohio, especially small businesses and organizations have been greatly impacted from the interruptions of Stay At Home Orders and business operation closures issued by the Ohio Department of Health; and

WHEREAS, under the authority of Section 5001 of the CARES Act and Ohio House Bill 481, the Board of County Commissioners may expend CARES Act funds to provide grants to small businesses, including non-profit, to reimburse the costs of business interruption caused by required business closures; and

WHEREAS, pursuant to Resolution #20-1352, adopted September 22, 2020 this Board established allocations of the CARES funds relative to Small Business, Non-Profit Business and Childcare Business grants; and

WHEREAS, with the addition of funds received it is the desire to increase the amounts allocated for the aforementioned grants; and

NOW THEREFORE BE IT RESOLVED, to amend Resolution #20-1352, adopted September 22, 2020 as follows:

Small businesses with fifty or less full-time equivalent employees in the following three categories: general small businesses; non-profit businesses; or childcare related businesses may be considered as applicants. Sole proprietor and independent contractors may also be considered as applicants. The Board of County Commissioners have previously enacted a Resolution limiting purchase orders to \$10,000 or less. For the purpose of CARES Act Relief they are waiving that limitation and hereby encumbers as blanket purchases orders with non-specific vendors and dedicates from its awarded CARES Act relief fund \$700,000.00 for general Small Business grants, \$700,000.00 for Non-Profit Business grants, and \$700,000.00 for Childcare Business grants.

Grant applicants with one to twenty-five (1-25) full time equivalent employees, sole proprietors, and independent contractors in one of the three above categories of business may receive no more than one \$5,000.00 grant, if eligibility and application requirements are met.

Grant applicants with twenty-six to fifty (26-50) full time equivalent employees in one of the three above categories of business may receive no more than one \$10,000.00 grant, if eligibility and application requirements are met.

With regards to Childcare Business grants, Type B licensed Family Type Childcare Providers shall receive no more than one \$2,500.00 grant, and licensed Center Based Childcare Providers shall receive no more than one \$10,000.00 grant regardless of number of employees.

Further, mandatory grant eligibility requirements, terms, and conditions of this grant program are more fully expressed in the Warren County CARES Act Grant Program Application which is attached below and incorporated by reference as if fully re-written herein

To be receive a grant under this program, applicants shall meet all eligibility requirements as set forth in the Warren County CARES Act Grant Program Application, attached below. To receive a grant under this program, Applicants shall submit a fully completed application and shall agree to be bound by the terms and conditions of the Warren County CARES Act Grant Program Application, attached below; and

BE IT FURTHER RESOLVED, to dedicate and encumber \$50,000.00 of its awarded CARES Act relief fund specifically for small business grants that may be awarded solely to small businesses that are entirely volunteer based non-profit organizations that have had costs of business interruption caused by required business closures. Any grant awarded to volunteer based non-profit organizations shall be awarded only if the applicant meets the eligibility requirements, terms, and conditions of the Warren County CARES Act Grant Program Application for Volunteer Based Non-Profits which is attached below and incorporated by reference as if fully re-written herein; and

BE IT FURTHER RESOLVED, to enter the Coronavirus Aid, Relief, and Economic Security Act Section 5001 Grant Administration Agreement with the Warren County Small Business Development Alliance, attached below and incorporated by reference as if fully re-written herein, for the purposes of administration of the Warren County CARES Act Grant Program; and

BE IT FURTHER RESOLVED, to dedicate and encumber \$20,000.00 of its awarded CARES Act relief fund to pay the Warren County Small Business Development Alliance for the administration of the Warren County CARES Act Grant Program pursuant to the terms of the abovementioned agreement.

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

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

Resolution adopted this 27<sup>th</sup> day of October 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

Tz/

cc: c/a—Warren County Small Business Development Alliance  
Economic Development (file)  
Commissioners' file

## Warren County CARES Act Grant Program Application – Instructions

Please fill out each field and return the application to [wccaresgrant@co.warren.oh.us](mailto:wccaresgrant@co.warren.oh.us). If you experience formatting challenges while filling out the application, you may provide a separate answer sheet with answers clearly labeled/numbered to their corresponding question. Any additional attachment and/or documentation submitted should also be clearly labeled.

The application window will open at 9:00am on October 1, 2020 and run until 11:59pm on October 31, 2020. **Applications received prior to 9:00am October 1, 2020 will need to be resubmitted during the application window to be eligible. Applications received after 11:59pm on October 31, 2020 will not be considered for the program.**

Along with the application, a completed vendor packet and W-9 must also be submitted. Those forms can be found, along with all program documents, at [www.co.warren.oh.us](http://www.co.warren.oh.us).

For questions about the program, please send an email to [wccaresgrant@co.warren.oh.us](mailto:wccaresgrant@co.warren.oh.us).

### REQUIRED DOCUMENTATION CHECKLIST

- Prior 2 years completed tax returns
- Most recent payroll report and report from same period in previous year
- Interim financial records
  - March 1 – July 31, 2019 and March 1 – July 31, 2020
- Tax form 941
- Tax form 1023 or 990 (for the Non-profits with employees focus area)
- Childcare licensure documentation (for the Childcare focus area)
- Documentation of eligible expenses for which funding will be used
- Vendor Packet Info (downloadable at [www.co.warren.oh.us](http://www.co.warren.oh.us))
  - Completed W-9
  - New vendor form
  - Vendor information sheet
  - Independent contractor/worker acknowledgement (sole proprietor only)
- Completed terms and conditions (at the end of this application)

### SUPPORTIVE DOCUMENTATION (IF AVAILABLE) CHECKLIST

- Documentation surrounding other assistance received (ex. SBA, PPP funding, or funding from other municipalities or private grant programs)
- Certificates of good standing from State of Ohio or local communities
- Tax form 1099 (if applicable)

### Warren County CARES Act Grant Program Application

Applicants are eligible for funding even if previous assistance has been received (ex. SBA, PPP funding, or funding from other municipalities or private grant programs), but funds cannot be applied toward an expense already paid under a separate award.

Eligible applicants include small businesses and non-profit organizations so long as the entity has 50 or fewer full-time equivalent employees, and childcare related businesses or organizations. Sole proprietor and 1099 independent contractors are also eligible through this program.

Three separate focus areas of money have been dedicated:

- Small Business (\$350,000)
- Non-profit (with employees) (\$350,000)
- Childcare (\$350,000)

Applicants will be asked to identify which of the above category best fits their description.

**Maximum Amount Available Per Applicant from the Small Business and Non-profit (with employees) focus areas is as follows:**

**1-25 FTE = \$5,000**

**26-50 FTE = \$10,000**

**Maximum Amount Available Per Applicant from the Childcare focus area is as follows:**

**Type B, Family Based Childcare Providers = \$2,500**

**Center Based Childcare Providers = \$10,000**

#### **Minimum Eligibility Requirements:**

- 1.) Business/organization must be located in Warren County
- 2.) Business/organization must be able to demonstrate negative impact due to COVID-19
- 3.) Business/organization must be operational since at least January 1, 2019
- 4.) Business/organization must be 50 FTEs or less [sole proprietors and 1099 independent contractors may be eligible] if applying through the Small Business or Non-profit (with employees) focus areas
- 5.) Business/organization must be licensed if applying through the Childcare focus area
- 6.) Business/organization must be current on all local income and county property taxes
- 7.) Business/organization must be in good standing with local, state, and federal agencies
- 8.) Business/organization must not currently be in receivership or bankruptcy
- 9.) Business/organization must plan to continue operating following COVID-19 pandemic
- 10.) Business/organization must agree to terms and conditions at the end of this application.

## CONTACT/GENERAL INFORMATION

1. Please select the description that best meets your business/organization:
  - a. Small Business
  - b. Non-Profit (with employees)
  - c. Childcare (or childcare related service)
    - i. **If childcare, please provide any certifications and/or sponsorship information in the documentation section. Childcare providers must be licensed to be eligible.**
2. Applicant's name:
3. Contact information (not generic email such as info@business.com):
4. Legal business/organization name:
5. Legal business/organization mailing address:
6. Business/organization website:
7. Federal tax ID (EIN):
8. State charter number:
9. NAICS Industry Code and/or SIC Code:
10. Type of business/organization (ex. LLC, S-Corp, 501 (c) (3), etc.):
11. Business/organization street address:
  - a. **Must be in located in Warren County to be eligible.**
12. Please describe the nature of your business/organization:
13. Names of officers/principals (names of all owners, principals, and/or primary officers of the company/organization (Name & Title):



**DETERMINING ELIGIBILITY**

- 17. Number of years in business/operation (Years: \_\_\_\_ Months: \_\_\_\_):
  - a. **Must have been in business/operation since January 1, 2019 to be eligible.**
- 18. Employees & payroll expenses. Please state pay period length (weekly, bi-weekly, etc.):
  - a. **Must have 50 or fewer FTEs to be eligible (in the Small Business and Non-profit with employees focus areas).**
    - i. **1-25 FTE maximum grant amount is \$5,000**
    - ii. **26-50 FTE maximum grant amount is \$10,000**
  - b. **Please provide tax form 941 in the documentation section.**
  - c. **Please provide tax form 1099 if applicable.**

Full-time	Full-time payroll
Part-time (<20 hours)	Part-time payroll
Total	Total

- 19. Is your business either a Type B Family Based Child Care Provider or a Center Based Child Care Provider?:
- 20. Is your business/organization current on all local income and county property taxes? Y/N
  - a. **Answer must be yes to be eligible.**
- 21. Is your business/organization in good standing with local, State, and federal agencies? Y/N
  - a. **Answer must be yes to be eligible.**
  - b. **If available, please provide certificates of good standing or similar documentation in the documentation section.**
- 22. Is your business/organization currently in receivership or bankruptcy? Y/N
  - a. **Answer must be no to be eligible.**
- 23. List/describe the eligible costs for which this funding will be used.
  - a. **Appropriate documentation of these expenses must be submitted with application in the documentation section.**

24. For each category, please estimate the amount to be expended by applicant's business due to the COVID-19 pandemic. Expenses should be incurred or projected during the period March 1 – December 30, 2020:

Rent/Mortgage Payments	
Machinery/Equipment Payments	
Utility Payments	
Salaries/Wages (not covered by PPP)	
PPE/Restart Ohio Expenses	
Recovery Planning	
TOTAL	



25. Annual revenue in 2019: \$

26. Annual revenue 2020: \$

27. Estimated lost revenue due to COVID-19: \$

28. Is your business/organization closed? (State-mandated, required closures due to COVID-19 not included): Y/N

a. If yes, closure reason:

29. Do you plan to continue your business/organization following the COVID-19 pandemic: Y/N

a. **Answer must be yes to be eligible.**

30. Is your business/organization a privately held entity?

## **DOCUMENTATION**

**REQUIRED DOCUMENTATION – \*If any of the following information is not submitted, your application may be rejected.**

1. Prior 2 years completed tax returns
2. Most recent payroll report and report from same period in previous year
3. Interim financial records
  - a. March 1 – July 31, 2019 and March 1 – July 31, 2020
4. Tax form 941
5. Tax form 1023 or 990 (for the Non-profits with employees focus area)
6. Childcare licensure documentation (for the Childcare focus area)
7. Documentation of eligible expenses for which funding will be used
8. Vendor Packet Info (downloadable at [www.co.warren.oh.us](http://www.co.warren.oh.us))
  - a. Completed W-9
  - b. New vendor form
  - c. Vendor information sheet
  - d. Independent contractor/worker acknowledgement (sole proprietor only)
9. Completed terms and conditions (at the end of this application)

## **SUPPORTIVE DOCUMENTATION (IF AVAILABLE)**

1. Documentation surrounding other assistance received (ex. SBA, PPP funding, or funding from other municipalities or private grant programs)
2. Certificates of good standing from State of Ohio or local communities
3. Tax form 1099 (if applicable)

## TERMS & CONDITIONS –

- The undersigned Applicant [also referred herein as “Grantee”], a duly authorized signatory or Officers of the Applicant, hereby certify that the statements made in the forgoing application and in all attachments submitted in connection with this application are true and correct to the best information and belief of the undersigned and are submitted as a basis for determining approval of the Warren County CARES Act Grant Program assistance.

Further, the undersigned Applicant agrees that a grant is only awarded based upon, and in reliance upon, the information provided by the Applicant. Further, a grant shall only be awarded Warren County Board of County Commissioners (hereinafter “County”) pursuant to and in consideration of the following promises and covenants, which shall be binding upon the County and Applicant/Grantee, the sufficiency of which is hereby acknowledged and agreed upon as follows:

1. **Funding Purpose.** This Agreement is meant to obligate and disburse funds in the amount set forth on the first page of this Agreement (“Program Grant Funds”) to be used by Grantee for eligible business expenses in accordance with the Program Guidelines, including costs related to business interruption as a result of required closures, this Agreement and Grantee’s Program Application (the “Program Application”) submitted by Grantee. In the event of a conflict between the body of this Agreement and any of the Program Guidelines, the body of this Agreement shall govern. The Grantee acknowledges that the County has relied upon the statements and representations made by the Grantee in the Program Application in awarding the Program Grant Funds, and as more fully set forth in Section 19, below, any knowingly false statements contained therein shall require Grantee to immediately return any Program grant Funds.
2. **Total Allocation.** Unless provided otherwise in writing, this Agreement, and the amount of the Program Grant Funds represents the total allocation to Grantee from the County. The County reserves the right to reduce, recapture, and/or reallocate any portion, or all, of the Program Grant Funds based on Grantee’s failure to abide by this Agreement.
3. **Use of the Program Grant Funds.** The Program Grant Funds must be used exclusively for such eligible business expenses as set forth in the Program Guidelines and below, including, but not limited to, the business expenses set forth in the Program Application and the first page of this Agreement. Eligible expenses are those that are related to business interruption as a result of required closures or that the business faces uncertainty as to its ability to pay due to the pandemic and that are deductible ordinary and necessary business expenses under the U.S. Internal Revenue Code, including, but not limited to:
  - a. Mortgage payments for Grantee’s principal place of business or such other business location in Warren County. Mortgage payments for the primary residence of any person owning an interest in Grantee are not eligible.
  - b. Rent payments for Grantee’s principal place of business or such other business location in Warren County. Rent payments for the primary residence of any person owning an interest in Grantee are not eligible.

- c. Utility payments – electric, gas, sewer, water, trash removal – for Grantee’s principal place of business or such other business location in Warren County. Utility payments for the primary residence of any person owning an interest in Grantee are not eligible.
- d. Health, property and casualty and liability insurance payments.
- e. Vehicle and equipment lease or rental payments for vehicles and equipment acquired on or prior to March 15, 2020. Lease payments for vehicles primarily used for the personal use of any person owning an interest in Grantee are not eligible.
- f. Salaries or wages of all employees employed by the business.
- g. Such other costs related to interruption of the business caused by required closures, including the closure of the business’s suppliers and/or customers.

Additionally, if the Grantee is a sole proprietor, it may use Program Grant Funds to replace a portion of its lost revenue, as follows:

If the Grantee filed IRS Form 1040 and Schedule C thereto for tax year 2019, or, in the event the Grantee has not filed IRS Form 1040 for tax year 2019, but has filed IRS Form 1040 and Schedule C thereto for tax year 2018, then the Grantee can use the grant funds to pay the Grantee the equivalent of up to 1/6 of the net profit reported by the Grantee on line 31 of the applicable Schedule C.

All expenses paid using Program Grant Funds must either be incurred by the Grantee or paid by the Grantee on or after March 15, 2020, and within ninety (90) calendar days of receipt of Program Grant Funds. No Program Grant Funds may be used to pay for vehicles or equipment leased or purchased after March 15, 2020 (this prohibition is not intended to apply to inventory of the Grantee).

All business expenses paid with Program Grant Funds shall be supported by documentation as set forth in Section 7, below.

4. Payment of Program Grant Funds. Upon receipt of an executed copy of this Agreement from Grantee, County shall produce and deliver to Grantee a check in the full amount of the Program Grant Funds, which will be mailed to Grantee by regular U.S. Mail. County shall use its best and reasonable efforts to deliver the Program Grant Funds as expeditiously as possible, but will not be liable to the Grantee for the length of time to deliver the Program Grant Funds to Grantee. In the event that Grantee has not received the Program Grant Funds within thirty (30) days of receiving a fully-executed copy of this Agreement from the County, Grantee shall notify the County of the same and the County shall use its best and reasonable efforts to identify the status of, and deliver, the payment of the Program Grant Funds.

5. Conditions. Grantee shall undertake all activities in accordance with the Program Guidelines, Program Application and this Agreement. The parties agree that this Agreement along with the Program Application are deemed to be the sole basis of payment of Program Grant Funds to Grantee.

Furthermore, as an express condition of receiving the Program Grant Funds, Grantee represents and warrants that it has not permanently closed as a result of the COVID-19 pandemic, that it does not intend to close as a result of the COVID-19 pandemic, and that it intends to resume business operations when, and to the extent, it can practically and lawfully do so.

The Program Grant Funds being received by Grantee are being provided by County as part of the Warren County Board of County Commissioners' response to the COVID-19 pandemic, and County, and the Program Grant Funds have been funded by the County through funds it received under section 5001 of the federal Coronavirus Aid, Relief and Economic Security Act ("CARES Act"). As a condition to this Grant, the Grantee shall use the funds received only for the purposes set forth in the Program Guidelines, which are consistent with the purposes authorized under the CARES Act.

6. Term. This Agreement shall be binding upon both parties during the period commencing on the Effective Date until the later of the date that (a) all Program Grant Funds have been paid by the County to the Grantee, the Program Grant Funds have been expended by the Grantee, and the Grantee has met all of its obligations pursuant to Section 7, below, or (b) this Agreement is earlier terminated pursuant to the terms and conditions of this Agreement (the "Term").

7. Reporting. No later than one hundred twenty (120) calendar days from the Effective Date, Grantee must submit a Grant Expense Report to the County substantially in the form attached hereto as Exhibit A, which is incorporated herein by reference ("Grant Expense Report") itemizing all business expenses paid using the Program Grant Funds. Additionally, Grantee shall attach to the Grant Expense Report supporting documentation evidencing that all expenses listed are eligible expenses and that the same has been paid. Such documentation shall include cancelled checks, paid invoices, bank statements, or similar documents evidencing payment.

In the event Grantee does not provide a Grant Expense Report by the date set forth in this section, County shall notify Grantee of such failure. Further failure to submit a Grant Expense Report within ten (10) business days after receiving written notice of such failure after such Grant Expense Report is due shall be a breach of this Agreement.

In the event the Grant Expense Report provided by Grantee is incomplete, identifies ineligible expenses or fails to include documentation of all eligible expenses, the County shall notify the Grantee of the same in writing. Grantee shall have thirty (30) calendar days after receipt of such notification to remedy any noticed deficiency, and failure to do the same shall be a breach of this Agreement.

8. Additional Information. Grantee shall provide to County any additional reports or information relating to this Agreement and its use of Program Grant Funds as the County may, from time to time, reasonably request to evidence Grantee's compliance with the terms of this Agreement.

9. Records, Access, and Maintenance. Grantee shall establish and maintain, for five (5) years from the termination of this Agreement, such records as are reasonably required by the County to confirm compliance with this Agreement, including, but not limited to, financial reports, contracts, invoices, leases, mortgage statements and other documentation of expenses, and all other relevant information related to the expense of the Program Grant Funds. The parties further agree that records required by the County with respect to any questioned costs, audit disallowances, litigation or dispute between the County and Grantee shall be maintained for five (5) years beyond the resolution of said matter. In the event of early termination of this Agreement, or if for any other reason the County shall require a review of the records related to this Agreement, Grantee shall, at its own cost and expense, segregate all such records related to the Program Grant Funds, and this Agreement, from its other records of operation.

10. Audits and Inspections. At any time, during normal business hours, upon reasonable notice and as often as the County may reasonably deem necessary, and in such a manner as not to unreasonably interfere with the normal business operations of Grantee, Grantee shall make available to the County, for examination, all of its records with respect to matters expressly covered by this Agreement (provided that such records may be redacted by Grantee such that they only include information responsive to matters expressly covered by this Agreement, including, but not limited to, records of Grantee's personnel and conditions of employment and shall permit the County, or its agents, to audit, examine and make excerpts, transcripts, or copies of, or from, such records, at the sole expense of the County.

11. Default. Grantee shall be in default of this Agreement ("Event of Default") if, after the expiration of any notice requirement and right to cure set forth above:

- a. Grantee fails to expend the Program Grant Funds within ninety (90) calendar days of receipt of the same by the Grantee,
- b. Grantee fails to expend the Program Grant Funds in accordance with the terms and conditions of this Agreement,
- c. Grantee elects, in its sole discretion, to terminate this Agreement upon written notice to County,
- d. Grantee fails to comply with the reporting requirements contained in Section 7 of this Agreement, or
- e. Grantee fails to perform any other obligation under this Agreement, and

12. Remedies. Following an Event of Default by Grantee, the County may exercise one, or more, of the following remedies:

- a. Demand Repayment of Program Grant Funds. The County may demand repayment of the Program Grant Funds. Grantee shall not be required to repay an amount that exceeds the Program Grant Funds disbursed to Grantee.
- b. Other Legal Remedies. The County may pursue any other legal or equitable remedies the County may have under this Agreement or applicable law. Notwithstanding anything to the contrary in this Agreement, Grantee shall not be liable for: (a) any indirect, reliance, exemplary, incidental, speculative, punitive, special, consequential or similar damages that may arise in connection with this Agreement, or (b) any damages, liabilities, fees, costs, expenses, penalties, diminishments in value, losses or payments (including any lost or foregone tax revenues) that exceed, in the aggregate, the Program Grant Funds disbursed to Grantee.
- c. Remedies Cumulative. The remedies provided to the County under this Agreement and those provided by law or in equity, are the exclusive remedies in the case of an Event of Default. No delay or omission by the County in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised, from time to time, as often as may be deemed by the County to be expedient or appropriate.

13. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the County of any of its rights hereunder.

14. Nondiscrimination. Grantee covenants that it shall not discriminate on the basis of race, color, sex, age, religion, national origin, ancestry, veteran status, disability, sexual orientation, gender identity or any other characteristic protected by law during the undertaking of the project or program for which the Grant Funds are being disbursed to Grantee.

15. Conflict of Interest. The Grantee covenants that no member, officer, employee, designee or agent of Grantee presently has a financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement and that no member, officer, employee, designee or agent have any interest in any contract that will be paid using Program Grant Funds, except where the same would be an eligible business expense as defined in the Program Guidelines (ie salary expenses paid or rent legitimately paid by the Grantee to an interested party). Furthermore, no member, officer, employee, designee or agent of the Grantee have a financial interest in the County, nor are they a relative of any officer or employee of the County with any direct or indirect involvement in the Program.

16. Indemnification. Grantee shall indemnify, protect, defend and hold harmless County and its employees, officers, members, designees and agents from and against any and all claims, actions, causes of actions, proceedings, damages, costs, liens, judgments, penalties, attorney's, expert and consultant's fees, expenses and/or liabilities arising out of, involving, or in dealing with, this Agreement and Grantee's use of the Program Grant Funds, the conduct of Grantee's business, any act, omission or neglect of Grantee, its employees, officers, members, designees and agents. The foregoing shall include, but not be limited to, the defense or pursuit of any claim, action, cause of action or proceeding involved therein, and whether or not (in the case of claims made against County) litigated and/or reduced to judgment, and whether well founded or not. In case any action or proceeding be brought against County by reason of any of the foregoing matters. County may elect to select its own defense and of any of the foregoing matters and to seek payment and/or reimbursement for the same by Grantee, or Grantee shall, upon notice from County, defend the same at Grantee's expense by counsel reasonably satisfactory to County and County shall cooperate with Grantee in such defense. County need not have first paid any such claim in order to be so indemnified.

17. Adherence to State, Federal, and Local Laws and Regulations. Grantee agrees to comply in all material respects with all applicable federal, state and local laws in the performance of this Agreement.

18. Outstanding Liabilities. Grantee affirmatively covenants that it is not delinquent to the County of Warren for taxes on any real property, or any political subdivision within Warren County for taxes on income or employment.

19. Falsification of Information. Grantee affirmatively covenants that to the actual knowledge of the individual executing this Agreement on behalf of Grantee, it has made no false statements to the County in the process of obtaining the Program Grant Funds, including but not limited to the Grant Application. If the individual executing this Agreement on behalf of Grantee has knowingly made a false statement to the County to obtain the Program Grant Funds, Grantee shall be required to return all

Program Grant Funds actually received immediately, and shall be ineligible for any future assistance through the Program.

20. Storage and Use of Information. The County will take reasonable steps to secure all information, including social security numbers, employee identification numbers W-9s and other tax information, provided by Grantee in the application process and to comply with provisions of this Grant Agreement. The collection of the information is for the County's internal use, and the County will not share such information with any entity other than the members of the Warren County Small Business Development Alliance or Small Business Development Center [Grant Administrators], the County of Warren, any other local political subdivision, the State of Ohio or the federal government, for the purposes set forth in the Program Guidelines, any required reporting requirements between Warren County and the Warren County Small Business Development Alliance, and for any other lawful purposes, including, but not limited to, any necessary audits of the Program. In no event shall the County be liable to Grantee for any breach of the security of the information provided by Grantee other than for reckless, willful and wanton disregard of the security of such information.

21. Miscellaneous.

a. Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including, but not limited to, matters of validity, construction, effect and performance.

b. Forum and Venue. All actions regarding this Agreement shall be formed and venued in a court of competent subject matter jurisdiction in Warren County, Ohio.

c. Entire Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

d. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

e. Notices. All notices, consents, demands, requests and other communications which may be, or are, required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail to the addresses set forth on the first page of this Agreement.

f. Amendments or Modifications. Either party may, at any time during the Term, request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the guidelines relating to the Grant Funds. Should the parties consent to the modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.



h. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

i. Assignment. Neither this Agreement, nor any rights, duties, or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of the SBDA.

j. Counterpart. This Agreement may be executed and delivered in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A digital, electronic, pdf, facsimile or other copy of a signature of a party hereto, including execution and delivery of the Agreement by electronic exchange, shall be deemed an original for purposes of this Agreement.

GRANTEE:

\_\_\_\_\_

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

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

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

Date: \_\_\_\_\_

Exhibit A  
Warren County CARES Act Grant Program Expense Report

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

Grantee Address: \_\_\_\_\_

Grantee Phone Number: \_\_\_\_\_

Grantee Email: \_\_\_\_\_

Date of Payment	Name of Payee	Invoice #	Purpose	Check #	Verification Attached?

The undersigned hereby certifies that all expenses set forth above were paid by the Grantee using the Warren County CARES Act Grant Program funds and that the foregoing are all eligible business expenses. The undersigned further understands that, in the event funds were not properly spent, that they may need to be repaid to the Warren County Board of County Commissioners.

\_\_\_\_\_

Grantee Signature    Date

### **Warren County CARES Act Grant Program Application for Volunteer Based Non-Profits - Instructions**

Please fill out each field and return the application to [wccaresgrant@co.warren.oh.us](mailto:wccaresgrant@co.warren.oh.us). If you experience formatting challenges while filling out the application, you may provide a separate answer sheet with answers clearly labeled/numbered to their corresponding question. Any additional attachment and/or documentation submitted should also be clearly labeled.

The application window will open at 9:00am on October 1, 2020 and run until 11:59pm on October 31, 2020. **Applications received prior to 9:00am October 1, 2020 will need to be resubmitted during the application window to be eligible. Applications received after 11:59pm on October 31, 2020 will not be considered for the program.**

Along with the application, a completed vendor packet and W-9 must also be submitted. Those forms can be found, along with all program documents, at [www.co.warren.oh.us](http://www.co.warren.oh.us).

For questions about the program, please send an email to [wccaresgrant@co.warren.oh.us](mailto:wccaresgrant@co.warren.oh.us).

#### **REQUIRED DOCUMENTATION CHECKLIST**

- Prior 2 years completed tax returns
- Interim financial records
  - March 1 – July 31, 2019 and March 1 – July 31, 2020
- Tax form 990 or 1023
- Documentation of eligible expenses for which funding will be used
- Vendor Packet Info (downloadable at [www.co.warren.oh.us](http://www.co.warren.oh.us))
  - Completed W-9
  - New vendor form
  - Vendor information sheet
  - Independent contractor/worker acknowledgement (sole proprietor only)
- Completed terms and conditions (at the end of this application)
- Written summary description of COVID-19 negative impacts.

#### **SUPPORTIVE DOCUMENTATION (IF AVAILABLE) CHECKLIST**

- Documentation surrounding other assistance received (ex. SBA, PPP funding, or funding from other municipalities or private grant programs)
- Certificates of good standing from State of Ohio or local communities

### **Warren County CARES Act Grant Program Application for Volunteer Based Non-Profits**

Applicants are eligible for funding even if previous assistance has been received (ex. SBA, PPP funding, or funding from other municipalities or private grant programs), but funds cannot be applied toward an expense already paid under a separate award.

This program is designed for non-profit organizations which are entirely volunteer based with no payroll, but have expenses such as mortgage/rent, utilities, etc. The grant amount will be awarded at the discretion of the Warren County Board of County Commissioners, subject to the limitations of available CARES Act relief funds dedicated to this specific purpose. The relief is designed to offset interruptions and/or for direct costs of responding to the COVID-19 pandemic public health emergency in the same manner as the County may provide assistance to a for-profit business.

#### **Minimum Eligibility Requirements:**

- 1.) Organization must be located in Warren County
- 2.) Organization must be open to and interact with the public
- 3.) Organizations must be able to demonstrate negative impact due to COVID-19
- 4.) Organization must be operational since at least January 1, 2019
- 5.) Organization must be current on all local and county taxes
- 6.) Organization must be in good standing with local, state, and federal agencies
- 7.) Organization must not currently be in receivership or bankruptcy
- 8.) Organization must plan to continue operating following COVID-19 pandemic
- 9.) Organization must agree to terms and conditions at the end of this application.

\*Political parties are ineligible from applying through this program.



## **UNDERSTANDING THE NEED**

13. Amount of funding requested:

14. Provide a summary of how COVID-19 has had negative impacts on your business/organization:

- a. **Must be able to demonstrate costs of business interruption caused by required COVID-19 closures to be eligible.**
- b. **Please provide financial statements from March 1 – July 31, 2019 along with interim statements from March 1 – July 31, 2020 in the documentation section.**
- c. **Please provide a written summary describing the negative impact COVID has had on your organization (for example describe the level of reduced foot traffic or decreased donations, memberships, or contributions) in the documentation section.**

15. List any other assistance your business/organization has received: (ex. SBA, PPP funding, or funding from other municipalities or private grant programs):

- a. **Please provide backup evidence in the documentation section.**
- b. **Organizations which have not received prior assistance will be given first priority.**

**DETERMINING ELIGIBILITY**

- 16. Number of years in operation (Years: \_\_\_\_ Months: \_\_\_\_):
  - a. **Must have been in business/operation since January 1, 2019 to be eligible.**
- 17. Is your organization current on all local and county taxes? Y/N
  - a. **Answer must be yes to be eligible.**
- 18. Is your organization in good standing with local, State, and federal agencies? Y/N
  - a. **Answer must be yes to be eligible.**
  - b. **If available, please provide certificates of good standing or similar documentation in the documentation section. This is not required.**
- 19. Is your business/organization currently in receivership or bankruptcy? Y/N
  - a. **Answer must be no to be eligible.**
- 20. List/describe the eligible costs for which this funding will be used.
  - a. **Appropriate documentation of these expenses must be submitted with application in the documentation section.**

- 21. For each category, please estimate the amount to be expended by applicant's business due to the COVID-19 pandemic. Expenses should be incurred or projected during the period March 1 – December 30, 2020:

Rent/Mortgage Payments	
Machinery/Equipment Payments	
Utility Payments	
PPE/Restart Ohio Expenses	
Recovery Planning	
TOTAL	

- 22. Annual revenue in 2019: \$
- 23. Annual revenue 2020: \$
- 24. Estimated lost revenue due to COVID-19: \$
- 25. Is your organization closed? (State-mandated, required closures due to COVID-19 not included): Y/N
  - a. If yes, closure reason:
- 26. Do you plan to continue your organization following the COVID-19 pandemic: Y/N
  - a. **Answer must be yes to be eligible.**

## **DOCUMENTATION**

**REQUIRED DOCUMENTATION – \*If any of the following information is not submitted, your application may be rejected.**

1. Prior 2 years completed tax returns
2. Interim financial records
  - a. March 1 – July 31, 2019 and March 1 – July 31, 2020
3. Tax form 990 or 1023
4. Documentation of eligible expenses for which funding will be used
5. Vendor Packet Info (downloadable at [www.co.warren.oh.us](http://www.co.warren.oh.us))
  - a. Completed W-9
  - b. New vendor form
  - c. Vendor information sheet
  - d. Independent contractor/worker acknowledgement (sole proprietor only)
6. Completed terms and conditions (at the end of this application)
7. Written summary description of COVID-19 negative impacts.

## **SUPPORTIVE DOCUMENTATION (IF AVAILABLE)**

1. Documentation surrounding other assistance received (ex. SBA, PPP funding, or funding from other municipalities or private grant programs)
2. Certificates of good standing from State of Ohio or local communities



## TERMS & CONDITIONS –

The undersigned Applicant [also referred herein as “Grantee”], a duly authorized signatory or Officers of the Applicant, hereby certify that the statements made in the forgoing application and in all attachments submitted in connection with this application are true and correct to the best information and belief of the undersigned and are submitted as a basis for determining approval of Business Relief Program assistance.

Further, the undersigned Applicant agrees that a grant is only awarded based upon, and in reliance upon, the information provided by the Applicant. Further, a grant shall only be awarded Warren County Board of County Commissioners (hereinafter “County”) pursuant to and in consideration of the following promises and covenants, which shall be binding upon the County and Applicant/Grantee, the sufficiency of which is hereby acknowledged and agreed upon as follows:

1. **Funding Purpose.** This Agreement is meant to obligate and disburse funds in the amount set forth on the first page of this Agreement (“Program Grant Funds”) to be used by Grantee for eligible business expenses in accordance with the Program Guidelines, including costs related to business interruption as a result of required closures, this Agreement and Grantee’s Program Application (the “Program Application”) submitted by Grantee. In the event of a conflict between the body of this Agreement and any of the Program Guidelines, the body of this Agreement shall govern. The Grantee acknowledges that the County has relied upon the statements and representations made by the Grantee in the Program Application in awarding the Program Grant Funds, and as more fully set forth in Section 19, below, any knowingly false statements contained therein shall require Grantee to immediately return any Program grant Funds.
2. **Total Allocation.** Unless provided otherwise in writing, this Agreement, and the amount of the Program Grant Funds represents the total allocation to Grantee from the County. The County reserves the right to reduce, recapture, and/or reallocate any portion, or all, of the Program Grant Funds based on Grantee’s failure to abide by this Agreement.
3. **Use of the Program Grant Funds.** The Program Grant Funds must be used exclusively for such eligible business expenses as set forth in the Program Guidelines and below, including, but not limited to, the business expenses set forth in the Program Application and the first page of this Agreement. Eligible expenses are those that are related to business interruption as a result of required closures or that the business faces uncertainty as to its ability to pay due to the pandemic and that are deductible ordinary and necessary business expenses under the U.S. Internal Revenue Code, including, but not limited to:
  - a. Mortgage payments for Grantee’s principal place of business or such other business location in Warren County. Mortgage payments for the primary residence of any person owning an interest in Grantee are not eligible.
  - b. Rent payments for Grantee’s principal place of business or such other business location in Warren County. Rent payments for the primary residence of any person owning an interest in Grantee are not eligible.

- c. Utility payments – electric, gas, sewer, water, trash removal – for Grantee’s principal place of business or such other business location in Warren County. Utility payments for the primary residence of any person owning an interest in Grantee are not eligible.
- d. Health, property and casualty and liability insurance payments.
- e. Vehicle and equipment lease or rental payments for vehicles and equipment acquired on or prior to March 15, 2020. Lease payments for vehicles primarily used for the personal use of any person owning an interest in Grantee are not eligible.
- f. Salaries or wages of all employees employed by the business.
- g. Such other costs related to interruption of the business caused by required closures, including the closure of the business’s suppliers and/or customers.

Additionally, if the Grantee is a sole proprietor, it may use Program Grant Funds to replace a portion of its lost revenue, as follows:

If the Grantee filed IRS Form 1040 and Schedule C thereto for tax year 2019, or, in the event the Grantee has not filed IRS Form 1040 for tax year 2019, but has filed IRS Form 1040 and Schedule C thereto for tax year 2018, then the Grantee can use the grant funds to pay the Grantee the equivalent of up to 1/6 of the net profit reported by the Grantee on line 31 of the applicable Schedule C.

All expenses paid using Program Grant Funds must either be incurred by the Grantee or paid by the Grantee on or after March 15, 2020, and within ninety (90) calendar days of receipt of Program Grant Funds. No Program Grant Funds may be used to pay for vehicles or equipment leased or purchased after March 15, 2020 (this prohibition is not intended to apply to inventory of the Grantee).

All business expenses paid with Program Grant Funds shall be supported by documentation as set forth in Section 7, below.

4. Payment of Program Grant Funds. Upon receipt of an executed copy of this Agreement from Grantee, County shall produce and deliver to Grantee a check in the full amount of the Program Grant Funds, which will be mailed to Grantee by regular U.S. Mail. County shall use its best and reasonable efforts to deliver the Program Grant Funds as expeditiously as possible, but will not be liable to the Grantee for the length of time to deliver the Program Grant Funds to Grantee. In the event that Grantee has not received the Program Grant Funds within thirty (30) business days of receiving a fully-executed copy of this Agreement from the County, Grantee shall notify the County of the same and the County shall use its best and reasonable efforts to identify the status of, and deliver, the payment of the Program Grant Funds.

5. Conditions. Grantee shall undertake all activities in accordance with the Program Guidelines, Program Application and this Agreement. The parties agree that this Agreement along with the Program Application are deemed to be the sole basis of payment of Program Grant Funds to Grantee.

Furthermore, as an express condition of receiving the Program Grant Funds, Grantee represents and warrants that it has not permanently closed as a result of the COVID-19 pandemic, that it does not intend to close as a result of the COVID-19 pandemic, and that it intends to resume business operations when, and to the extent, it can practically and lawfully do so.

The Program Grant Funds being received by Grantee are being provided by County as part of the Warren County Board of County Commissioners' response to the COVID-19 pandemic, and County, and the Program Grant Funds have been funded by the County through funds it received under section 5001 of the federal Coronavirus Aid, Relief and Economic Security Act ("CARES Act"). As a condition to this Grant, the Grantee shall use the funds received only for the purposes set forth in the Program Guidelines, which are consistent with the purposes authorized under the CARES Act.

6. Term. This Agreement shall be binding upon both parties during the period commencing on the Effective Date until the later of the date that (a) all Program Grant Funds have been paid by the County to the Grantee, the Program Grant Funds have been expended by the Grantee, and the Grantee has met all of its obligations pursuant to Section 7, below, or (b) this Agreement is earlier terminated pursuant to the terms and conditions of this Agreement (the "Term").

7. Reporting. No later than one hundred twenty (120) calendar days from the Effective Date, Grantee must submit a Grant Expense Report to the County substantially in the form attached hereto as Exhibit A, which is incorporated herein by reference ("Grant Expense Report") itemizing all business expenses paid using the Program Grant Funds. Additionally, Grantee shall attach to the Grant Expense Report supporting documentation evidencing that all expenses listed are eligible expenses and that the same has been paid. Such documentation shall include cancelled checks, paid invoices, bank statements, or similar documents evidencing payment.

In the event Grantee does not provide a Grant Expense Report by the date set forth in this section, County shall notify Grantee of such failure. Further failure to submit a Grant Expense Report within ten (10) business days after receiving written notice of such failure after such Grant Expense Report is due shall be a breach of this Agreement.

In the event the Grant Expense Report provided by Grantee is incomplete, identifies ineligible expenses or fails to include documentation of all eligible expenses, the County shall notify the Grantee of the same in writing. Grantee shall have thirty (30) calendar days after receipt of such notification to remedy any noticed deficiency, and failure to do the same shall be a breach of this Agreement.

8. Additional Information. Grantee shall provide to County any additional reports or information relating to this Agreement and its use of Program Grant Funds as the County may, from time to time, reasonably request to evidence Grantee's compliance with the terms of this Agreement.

9. Records, Access, and Maintenance. Grantee shall establish and maintain, for at least five (5) years from the termination of this Agreement, such records as are reasonably required by the County to confirm compliance with this Agreement, including, but not limited to, financial reports, contracts, invoices, leases, mortgage statements and other documentation of expenses, and all other relevant information related to the expense of the Program Grant Funds. The parties further agree that records required by the County with respect to any questioned costs, audit disallowances, litigation or dispute between the County and Grantee shall be maintained for five (5) years beyond the resolution of said matter. In the event of early termination of this Agreement, or if for any other reason the County shall require a review of the records related to this Agreement, Grantee shall, at its own cost and expense, segregate all such records related to the Program Grant Funds, and this Agreement, from its other records of operation.

10. Audits and Inspections. At any time, during normal business hours, upon reasonable notice and as often as the County may reasonably deem necessary, and in such a manner as not to unreasonably interfere with the normal business operations of Grantee, Grantee shall make available to the County, for examination, all of its records with respect to matters expressly covered by this Agreement (provided that such records may be redacted by Grantee such that they only include information responsive to matters expressly covered by this Agreement, including, but not limited to, records of Grantee's personnel and conditions of employment and shall permit the County, or its agents, to audit, examine and make excerpts, transcripts, or copies of, or from, such records, at the sole expense of the County.

11. Default. Grantee shall be in default of this Agreement ("Event of Default") if, after the expiration of any notice requirement and right to cure set forth above:

- a. Grantee fails to expend the Program Grant Funds within ninety (90) calendar days of receipt of the same by the Grantee,
- b. Grantee fails to expend the Program Grant Funds in accordance with the terms and conditions of this Agreement,
- c. Grantee elects, in its sole discretion, to terminate this Agreement upon written notice to County,
- d. Grantee fails to comply with the reporting requirements contained in Section 7 of this Agreement, or
- e. Grantee fails to perform any other obligation under this Agreement, and

12. Remedies. Following an Event of Default by Grantee, the County may exercise one, or more, of the following remedies:

- a. Demand Repayment of Program Grant Funds. The County may demand repayment of the Program Grant Funds. Grantee shall not be required to repay an amount that exceeds the Program Grant Funds disbursed to Grantee.
- b. Other Legal Remedies. The County may pursue any other legal or equitable remedies the County may have under this Agreement or applicable law. Notwithstanding anything to the contrary in this Agreement, Grantee shall not be liable for: (a) any indirect, reliance, exemplary, incidental, speculative, punitive, special, consequential or similar damages that may arise in connection with this Agreement, or (b) any damages, liabilities, fees, costs, expenses, penalties, diminishments in value, losses or payments (including any lost or foregone tax revenues) that exceed, in the aggregate, the Program Grant Funds disbursed to Grantee.
- c. Remedies Cumulative. The remedies provided to the County under this Agreement and those provided by law or in equity, are the exclusive remedies in the case of an Event of Default. No delay or omission by the County in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised, from time to time, as often as may be deemed by the County to be expedient or appropriate.

13. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the County of any of its rights hereunder.

14. Nondiscrimination. Grantee covenants that it shall not discriminate on the basis of race, color, sex, age, religion, national origin, ancestry, veteran status, disability, sexual orientation, gender identity or any other characteristic protected by law during the undertaking of the project or program for which the Grant Funds are being disbursed to Grantee.

15. Conflict of Interest. The Grantee covenants that no member, officer, employee, designee or agent of Grantee presently has a financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement and that no member, officer, employee, designee or agent have any interest in any contract that will be paid using Program Grant Funds, except where the same would be an eligible business expense as defined in the Program Guidelines (ie salary expenses paid or rent legitimately paid by the Grantee to an interested party). Furthermore, no member, officer, employee, designee or agent of the Grantee have a financial interest in the County, nor are they a relative of any officer or employee of the County with any direct or indirect involvement in the Program.

16. Indemnification. Grantee shall indemnify, protect, defend and hold harmless County and its employees, officers, members, designees and agents from and against any and all claims, actions, causes of actions, proceedings, damages, costs, liens, judgments, penalties, attorney's, expert and consultant's fees, expenses and/or liabilities arising out of, involving, or in dealing with, this Agreement and Grantee's use of the Program Grant Funds, the conduct of Grantee's business, any act, omission or neglect of Grantee, its employees, officers, members, designees and agents. The foregoing shall include, but not be limited to, the defense or pursuit of any claim, action, cause of action or proceeding involved therein, and whether or not (in the case of claims made against County) litigated and/or reduced to judgment, and whether well founded or not. In case any action or proceeding be brought against County by reason of any of the foregoing matters. County may elect to select its own defense and of any of the foregoing matters and to seek payment and/or reimbursement for the same by Grantee, or Grantee shall, upon notice from County, defend the same at Grantee's expense by counsel reasonably satisfactory to County and County shall cooperate with Grantee in such defense. County need not have first paid any such claim in order to be so indemnified.

17. Adherence to State, Federal, and Local Laws and Regulations. Grantee agrees to comply in all material respects with all applicable federal, state and local laws in the performance of this Agreement.

18. Outstanding Liabilities. Grantee affirmatively covenants that it is not delinquent to the County of Warren for taxes on any real property, or any political subdivision within Warren County for taxes on income or employment.

19. Falsification of Information. Grantee affirmatively covenants that to the actual knowledge of the individual executing this Agreement on behalf of Grantee, it has made no false statements to the County in the process of obtaining the Program Grant Funds, including but not limited to the Grant Application. If the individual executing this Agreement on behalf of Grantee has knowingly made a false statement to the County to obtain the Program Grant Funds, Grantee shall be required to return all

Program Grant Funds actually received immediately, and shall be ineligible for any future assistance through the Program.

20. Storage and Use of Information. The County will take reasonable steps to secure all information, including social security numbers, employee identification numbers W-9s and other tax information, provided by Grantee in the application process and to comply with provisions of this Grant Agreement. The collection of the information is for the County's internal use, and the County will not share such information with any entity other than the members of the Warren County Small Business Development Alliance or Small Business Development Center [Grant Administrators], the County of Warren, any other local political subdivision, the State of Ohio or the federal government, for the purposes set forth in the Program Guidelines, any required reporting requirements between Warren County and the Warren County Small Business Development Alliance, and for any other lawful purposes, including, but not limited to, any necessary audits of the Program. In no event shall the County be liable to Grantee for any breach of the security of the information provided by Grantee other than for reckless, willful and wanton disregard of the security of such information.

21. Miscellaneous.

a. Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including, but not limited to, matters of validity, construction, effect and performance.

b. Forum and Venue. All actions regarding this Agreement shall be formed and venued in a court of competent subject matter jurisdiction in Warren County, Ohio.

c. Entire Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

d. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

e. Notices. All notices, consents, demands, requests and other communications which may be, or are, required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail to the addresses set forth on the first page of this Agreement.

f. Amendments or Modifications. Either party may, at any time during the Term, request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the guidelines relating to the Grant Funds. Should the parties consent to the modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

h. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

i. Assignment. Neither this Agreement, nor any rights, duties, or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of the Chamber.

j. Counterpart. This Agreement may be executed and delivered in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A digital, electronic, pdf, facsimile or other copy of a signature of a party hereto, including execution and delivery of the Agreement by electronic exchange, shall be deemed an original for purposes of this Agreement.

GRANTEE:

\_\_\_\_\_

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

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

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

Date: \_\_\_\_\_





--	--	--	--	--	--

The undersigned hereby certifies that all expenses set forth above were paid by the Grantee using the Warren County Small Business Emergency Relief Grant Program funds and that the foregoing are all eligible business expenses. The undersigned further understands that, in the event funds were not properly spent, that they may need to be repaid to the Warren County Board of County Commissioners.

---

Grantee Signature

Date

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

# Resolution

Number 20-1512

Adopted Date October 27, 2020

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 10/20/20 and 10/22/20 as attached hereto and made a part hereof.

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

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

Resolution adopted this 27<sup>th</sup> day of October 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

/tao

cc: Auditor

# Resolution

Number 20-1513

Adopted Date October 27, 2020

ACCEPT THE DEDICATION OF ADDITIONAL VAUGHN LANE RIGHT-OF-WAY PROVIDED IN THE MINTON ACRES PLAT AND ASSIGN FOR CONTINUED PUBLIC MAINTENANCE BY FRANKLIN TOWNSHIP

WHEREAS, Vaughn Lane was established in 1969 and has long been maintained by Franklin Township; and

WHEREAS, the existing public right-of-way for Vaughn Lane is generally in the form of dedicated road right-of-way along the length of the road established by Vaughn Lane Dedication Plat in Plat Book 6 Page 32; and

WHEREAS, the developer of Minton Acres desires that the Board of Commissioners formally accept for maintenance the additional portion of the Vaughn Lane right-of-way across Lot 1 and Lot 2 of Minton Acres, which they dedicated by the Minton Acres Plat in Plat Book 90, Page 27 recorded in 2014; and

NOW THEREFORE BE IT RESOLVED, that 0.1150 acres of additional public right-of-way for Vaughn Lane is hereby accepted and assigned to Franklin Township for the Township's continued maintenance; 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. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

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

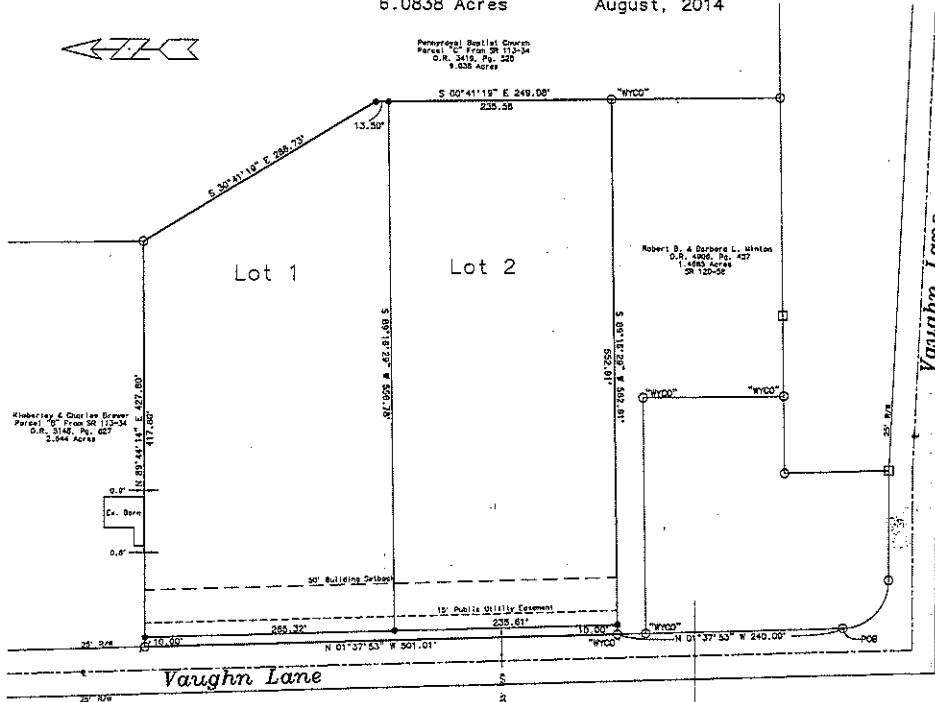
Resolution adopted this 27<sup>th</sup> day of October 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Map Room (Certified copy)  
Township Trustees  
Engineer (file)  
Developer

**Minton Acres**  
Section 21, Town 2, Range 5N, M.Rs.  
Franklin Township, Warren County, Ohio  
6.0838 Acres  
August, 2014



Old 04-21-304-016 6.0838 ac.  
New 04-21-304-019 Lot 1  
New 04-21-304-020 Lot 2  
New 04-21-600-001 0.1180 ac in RLW  
No Rem N/A/N 2

Min. Opening Elev.  
Front Rear  
Lot 1 945 940  
Lot 2 853 940

Lot	Area	Width of Section
1	2.8881 Ac.	285'
2	3.0007 Ac.	235'
<b>Total Lots</b>	<b>5.9888 Ac.</b>	
R/W Vaughn Ln.	0.1180 Ac.	
<b>Total</b>	<b>6.0838 Ac.</b>	

**Legend**

- - Set 5/8" Capped Iron Pin Stamped "WCO - 7928"
- - Found Capped Iron Pin
- - Found 3/4" Iron Pipe
- - Found Square Iron Pin

Monuments straight and in good condition, except as noted


**Surveyor's Notes:**  
Lines of acquisition, where existing, agree in general with property lines, except as shown.  
P.B. 5, Pg. 32, SR 43-53, SR 113-34 and SR 120-58 as shown herein, were sources of data for this survey.  
Bearing system based on SR 113-34, centerline of Vaughn Lane, N 01°37'53" W.  
POB is a found capped iron pin in the westerly right-of-way of Vaughn Lane as recorded in Plat Book 6, Page 32.  
DWAIC: Ivan D. Lucin, MRE, 8888 Fernington Road, Miamisburg, OH 45342, 527-646-1155, O.R. 5008, Pg. 950.  
No covenants or restrictions are imposed by this plat.

**DEED REFERENCES**  
Situate in Sections 21, Town 2, Range 5N, Franklin Township, Warren County, Ohio, and being all of a 6.0838 acre parcel as conveyed to Ivan D. & Lucille Minton in Official Record 5008, Page 950, Warren, Ohio.


**OWNER'S CONSENT AND DEDICATION**  
We the undersigned, being all the owners and fee holders of the lands hereinafter described, do hereby voluntarily consent to the execution of this plat and do dedicate the streets, paths, or public grounds as shown hereon to the public use forever.  
Any "Public Utility Easements" as shown on this plat are for the placement of public utilities and for the maintenance and repair of said utilities. This easement and all other easements shown on this plat, unless designated for a specific purpose, are for the transmission, operation, maintenance, repair, replacement or removal of water, sewer, gas, electric, telephone, cable television, or other utility lines or services, stormwater disposal and for the purposes of cutting, trimming or removing any and all trees or other obstructions within said easement, or immediately adjacent thereto, for the free use of said easements or adjacent streets and for providing ingress and egress to the property for said purposes and are to be maintained as such forever. No building or other structure may be built within said easements, nor may the easement area be physically altered as to (1) reduce clearance of above ground or underground facilities; (2) impair the load support of said facilities; (3) impair ability to maintain the facilities or (4) create a hazard.


The above public utility easements are for the benefit of all public utility service providers including, but not limited to:  
Conducted Gas & Electric  
ATAF  
Town Water Utility  
Warren County Water and Sewer

*Ivan D. Minton* (1) Owner  
*Lucille Minton* (2) Owner  
*Andrew Beard* (1) Witness as to 1 & 2  
*Janice L. Heston* (2) Witness as to 1 & 2

**CERTIFICATE OF NOTARY PUBLIC**  
State of Ohio, S.S.  
Be it remembered that on this 20th day of September, 2014, before me, the undersigned, a Notary Public in and for said State, personally came *Ivan D. Minton* and *Lucille Minton*, who acknowledged the signing and execution of the foregoing plat to be their voluntary act and deed.  
In testimony whereof, I have set my hand and Seal on the day and date above written.  
*Janice L. Heston*  
NOTARY PUBLIC, State of Ohio  
My commission expires 

**Witnesses**  
13) *N/A* Witness as to 3 & 4  
14) *N/A* Witness as to 3 & 4

**CERTIFICATE OF NOTARY PUBLIC**  
State of Ohio, S.S.  
Be it remembered that on this 20th day of September, 2014, before me, the undersigned, a Notary Public in and for said State, personally came *Ivan D. Minton* and *Lucille Minton*, who acknowledged the signing and execution of the foregoing plat to be their voluntary act and deed.  
In testimony whereof, I have set my hand and Seal on the day and date above written.  
*Janice L. Heston*  
NOTARY PUBLIC, State of Ohio  
My commission expires 

**CERTIFICATE OF SURVEYOR**  
I hereby certify that this map is a true and complete survey made under my supervision, in June, 2014 and that all monuments and lot corner pins are (or will be) set as shown.  
*Ivan D. Lucin*  
Ivan D. Lucin, MRE # 7928  
Registered Surveyor  
  
SCALE 1" = 60'

**COUNTY COMMISSIONERS**  
We, the Board of County Commissioners of Warren County, Ohio do hereby approve this plat on this 10th day of October, 2014.  
Commissioners

*Pat Slough*  
*Jim Davis*

**DRAINAGE STATEMENT**  
Unless otherwise designated on this plat, a storm (15) foot wide drainage easement shall exist along all common rear lot lines and a ten (10) foot wide drainage easement shall exist along all common side lot lines, the common line being the centerline of said easement.  
The easement areas shall be maintained continuously by the lot owners, within the easements, no structures, planting, fencing, culvert, or other materials shall be placed or permitted to remain which may obstruct, retard, or divert the flow through the easements.  
The Warren County Commissioners and the Board of Township Trustees assume no legal obligation to maintain or repair any open drain, ditches or watercourses within the easement area unless noted otherwise on this plat. However, when the platting right-of-way has been previously adopted for public maintenance by resolution of the Board of Township Trustees, the Board of Trustees or their representatives may enter upon and inspect the easement areas, and, in accordance with Section 6509.06 of the Ohio Revised Code, may remove or cause the removal of an obstruction adversely impacting an area within the public right-of-way.  
Until the expiration of the public improvement maintenance bonding period, the developer (or that party) reserves the right to water upon all lots to establish or re-establish drainage swales within drainage easements for the purpose of controlling and directing storm water to collection facilities or drainage channels.  
The publicly maintained portion of the storm sewer system will include storm drains, culverts, and/or ditches located either within the public right-of-way or the public utility easement area adjacent to the said right-of-way with the exception of pump traps and culverts for private driveways. Where, in lieu of an open ditch, a developer, contractor or owner installs a storm drain on private property, the storm drain shall be designed by a professional engineer to ensure that neither this property or adjacent properties are adversely impacted, and the lot owner(s) must note that they are responsible for maintaining the storm drain unless noted otherwise on the plat.

**WARREN COUNTY ZONING INSPECTOR**  
I hereby approve this plat on this 20th day of October, 2014.  
*Nick Bost*  
Warren County Zoning Inspector

**COUNTY ENGINEER**  
I hereby approve this plat on this 1st day of October, 2014.  
*Neil F. Tomison, P.E.*  
Warren County Engineer

**WARREN COUNTY REGIONAL PLANNING COMMISSION**  
This plat was approved by the Warren County Regional Planning Commission on this 20th day of September, 2014.  
*John Williams*  
Executive Director

**COUNTY HEALTH DISTRICT**  
I hereby approve this plat on this 20th day of October, 2014.  
*Debra Atkinson*  
Warren County Health Commissioner

**COUNTY SANITARY ENGINEER**  
I hereby approve this plat on this 20th day of October, 2014.  
*Chris Bond*  
Warren County Sanitary Engineer

**COUNTY AUDITOR**  
Transferred on this 5th day of November, 2014.  
By *Janice Heston*  
Deputy Warren County Auditor

**COUNTY RECORDER** File # 2014-029947  
Received on this 5th day of November, 2014 at 3:47:31 P.M.  
Recorded on this 5th day of November, 2014 at 3:47:36 P.M.  
Received in plat book No. 46 Page 27  
By *Julie L. Currier* *Leanda Onda*  
Deputy Warren County Recorder

Alternate Plat

REVISION	DATE	DESCRIPTION
1	02-24-14	Changes per WREC Comments

DESIGNED BY:	DATE:	PROJECT:
BC	08/19/2014	1782

**WYCO CONSULTING, INC.**  
10 Stadia Drive  
Franklin, Ohio 45005  
937-743-9926

Minton Acres

# Resolution

Number 20-1514

Adopted Date October 27, 2020

APPROVE A STREET AND APPURTENANCES BOND RELEASE FOR WINDFIELD ESTATES, LLC FOR COMPLETION OF IMPROVEMENTS IN WINDFIELD ESTATES SITUATED IN WAYNE TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

## BOND RELEASE

Bond Number	:	16-023 (P)
Development	:	Windfield Estates
Developer	:	Windfield Estates, LLC
Township	:	Wayne
Amount	:	\$63,346.58
Surety Company	:	Peoples Bank (LOC#1038)

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

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

Resolution adopted this 27<sup>th</sup> day of October 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Windfield Estates, LLC, Attn: Chad Ellis, 7620 Paragon Road, Dayton, OH 45459  
Peoples Bank, 48 N. South St., Wilmington, OH 45177  
Engineer (file)  
Bond Agreement file

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

# Resolution

Number 20-1515

Adopted Date October 27, 2020

APPROVE VALDOSTA WAY IN WINDFIELD ESTATES FOR PUBLIC MAINTENANCE  
BY WAYNE TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Valdosta Way has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2324-T	Valdosta Way	5'-24'-5'	0.522

NOW THEREFORE BE IT RESOLVED, to accept the above street name for public maintenance by Wayne 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. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 27<sup>th</sup> day of October 2020.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

cc: Map Room (Certified copy)  
Township Trustees  
Ohio Department of Transportation  
Engineer (file)  
Developer  
Bond agreement file

RECORD PLAN  
**WINDFIELD ESTATES**  
 SECTION 3, TOWN JE, RANGE 5N  
 WAYNE TOWNSHIP WARREN COUNTY, OHIO  
 CONTAINING 40.0020 ACRES OCTOBER, 2016

COUNTY COMMISSIONERS:  
 WE THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY APPROVE THIS PLAN ON THIS 22<sup>ND</sup> DAY OF December, 2016.  
 COMMISSIONERS: *[Signatures]*

DEED REFERENCE:  
 SITUATED IN SECTION 3, TOWN JE, RANGE 5N, WAYNE TOWNSHIP, WARREN COUNTY, OHIO, CONTAINING 40.0020 ACRES OF LAND, AS CONVEYED TO WINDFIELD ESTATES LLC, AS DESCRIBED BY IN DEED RECORDED IN WARREN COUNTY RECORDER INSTRUMENT NUMBER 2016-102283.

DEDICATION:  
 WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND LIENHOLDERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE ERECTION OF SAID PLAT AND DO DEDICATE THE STREETS, PAVES OR PUBLIC UTILITIES AS SHOWN HEREON TO THE PUBLIC USE FOREVER. ANY EASEMENTS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF PUBLIC UTILITIES AND FOR THE MAINTENANCE AND REPAIR OF SAID UTILITIES. THIS EASEMENT AND ALL OTHER EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR A SPECIFIC PURPOSE, ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION OR OTHER UTILITY LINES OR SERVICES, STORMWATER DISPOSAL AND FOR THE EXPRESS PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT OR ADJACENT THEREON, TO THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PROGRESSING AND ACCESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER. NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO: (1) REDUCE CLEARANCES OF OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD. THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICES, INCLUDING, BUT NOT LIMITED TO, WATER, POWER AND LIGHT, GAS, TELEPHONE, CABLE TV AND ANY OTHER PUBLIC UTILITY.  
 SIGNED AND ACKNOWLEDGE: OWNER: WINDFIELD ESTATES LLC  
 IN THE PRESENCE OF:

*[Signatures]*  
 WITNESSES:  
 WITNESSES: *[Signatures]*  
 WITNESSES: *[Signatures]*  
 WITNESSES: *[Signatures]*

CERTIFICATE OF NOTARY PUBLIC  
 STATE OF OHIO, COUNTY OF WARREN SS:  
 BE IT REMEMBERED, THAT ON THIS 22<sup>ND</sup> DAY OF December, 2016, BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC FOR THE SAID COUNTY AND STATE, PERSONALLY CAME Chad Ellis, AS REPRESENTATIVE, FOR WINDFIELD ESTATES LLC, WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE THEIR VOLUNTARY ACT AND DEED.

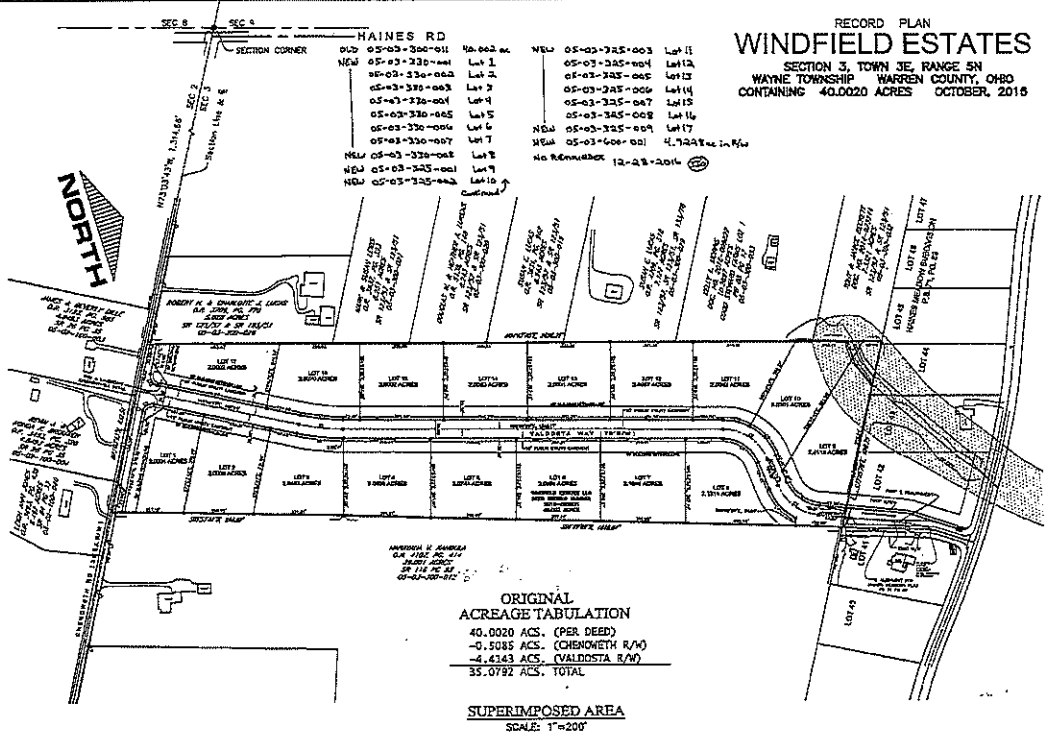
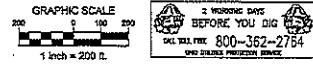
IN TESTIMONY WHEREOF, I HAVE HEREONTO SET MY HAND, AND AFFIXED MY OFFICIAL SEAL, ON THE DAY AND DATE ABOVE WRITTEN.  
 NOTARY PUBLIC: *[Signature]*  
 MY COMMISSION EXPIRES: 10-27-21

CERTIFICATE OF NOTARY PUBLIC  
 STATE OF OHIO, COUNTY OF WARREN SS:  
 BE IT REMEMBERED, THAT ON THIS 21<sup>ST</sup> DAY OF Dec, 2016, BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC FOR THE SAID COUNTY AND STATE, PERSONALLY CAME Robert Lucas, AS REPRESENTATIVE, Robert Lucas, WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE THEIR VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE HEREONTO SET MY HAND, AND AFFIXED MY OFFICIAL SEAL, ON THE DAY AND DATE ABOVE WRITTEN.  
 NOTARY PUBLIC: *[Signature]*  
 MY COMMISSION EXPIRES: 10-27-21

CERTIFICATION:  
 THE MEASUREMENTS ARE CERTIFIED CORRECT AND ACCORDING TO THE STANDARDS SET AS SHOWN, IN ACCORDANCE WITH MINIMUM STATE STANDARDS FOR BOUNDARY SURVEYS.  
 CURVED DISTANCES ARE MEASURED ON THE ARC.  
 SURVEYOR: *[Signature]*  
 JOHN T. BURKHARDT, PROFESSIONAL SURVEYOR #6467

STANDARD REQUIRED CONSERVATION EASEMENT PROVISIONS & RESTRICTIONS:  
 EACH LOT (AS LISTED APPLICABLE) ON WHICH PLACED IN THE SUBDIVISION SHALL BE SUBJECT TO THE BELOW LISTED CONSERVATION EASEMENT PROVISIONS AND RESTRICTIONS IN THE AREA THAT IS WITHIN 25 FEET INWARD PARALLEL TO THE YEAR LOT LINE. THESE SHALL BE MAINTAINED AS PERPETUAL OPEN SPACE AS A NATURAL, RESERVATION PROTECTION AREA INTENDED SOLELY TO SERVE FOR WILDLIFE HABITAT PROTECTION AND ADJACENT PROPERTY BUFFER SCREENING PURPOSES. REQUIRED MAINTENANCE BY THE LOT OWNER WITHIN THE AREA SO DESIGNATED ON THIS LOT IS AS FOLLOWS:  
 (A) THE ERADICATION OF DENSE UNDESIRABLE GROWING VEGETATION, INCLUDING OF NOODLUS WEEDS (FOR PURPOSE HEREIN THE DEFINITION OF NOODLUS WEEDS SHALL BE THE SAME THAT IS IN OHIO REVISED CODE SECTION 613.84), WHICH DOES NOT PROVIDE DESIRABLE RESIDENTIAL BUFFER SCREENING FROM ADJACENT FARMLAND OR OTHER RESIDENTIAL USES;  
 (B) THE REPLACEMENT OF GROUND VEGETATION WITH WILD FLOWERS, PERENNIAL BEDS, EVERGREEN TREES, SHRUBS AND/OR GROUND COVER OR OTHER COMPARABLE VEGETATION NOT CONSIDERED A NOODLUS WEED;  
 (C) THE REMOVAL OF DEAD, FALLEN OR DISEASED TREES OR ANY FOUND INFESTED WITH NESTS; DETERMINED BY APPLICABLE STATE OR FEDERAL AUTHORITY TO BE TOO THREATENED AND DESTRUCTURAL TO REMAIN; AND  
 (D) THE TRIMMING OF TREES AND SHRUBS TO PREVENT OVERGROWTH, BUT THE TOTAL CLEARING OF TREES AND SHRUBS IS PROHIBITED UNLESS THAT WHICH IS REMOVED IS OTHERWISE REPLACED OR SUPPLEMENTED SO TO BE RESTORED TO THE SAME OR GREATER DEGREE OF VEGETATIVE GROWTH SUITABLE FOR BUFFERING AND WILDLIFE PURPOSES.  
 NO STRUCTURE OF ANY KIND MAY BE LOCATED, PLACED OR PERMITTED TO REMAIN WITHIN THE CONSERVATION EASEMENT AREA.  
 THE OPEN SPACE CONSERVATION EASEMENT SHALL REMAIN IN PLACE AND RUN WITH THE LAND AND SHALL NOT BE TERMINATED VOLUNTARILY OR BY OPERATION OF LAW REGARDLESS OF FUTURE LOT OWNERSHIP AND MAY ONLY BE MODIFIED UPON APPLICATION AND APPROVAL BY THE PLANNING AUTHORITY HAVING JURISDICTION.



ORIGINAL ACREAGE TABULATION  
 40.0020 ACS. (PER DEED)  
 -0.5085 ACS. (CHENOWETH R/W)  
 -4.4143 ACS. (VALDOSTA R/W)  
 35.0792 ACS. TOTAL

SUPERIMPOSED AREA  
 SCALE: 1"=200'

DRAINAGE STATEMENT:  
 UNLESS OTHERWISE DESIGNATED ON THIS PLAT, A FIFTEEN (15) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON REAR LOT LINES AND A TEN (10) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON SIDE LOT LINES, WITH THE BOUNDARY LINE BEING THE CENTERLINE OF SAID EASEMENT.  
 THE EASEMENT AREAS SHALL BE MAINTAINED CONTIGUOUSLY BY THE LOT OWNERS WITHIN THE EASEMENTS. NO STRUCTURE, PLANTING, FENCING, CURB, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, REDUCE, OR INVECT THE FLOW THROUGH THE WATERCOURSE. EASEMENTS SHOWN ON THIS PLAT AND DESIGNATED AS "DRAINAGE EASEMENTS" ARE DEDICATED TO THE HOME OWNERS ASSOCIATION OF WINDFIELD ESTATES.  
 THE WARREN COUNTY COMMISSIONERS AND THE BOARD OF TOWNSHIP TRUSTEES ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAIN, DITCHES OR WATERCOURSES WITHIN THE EASEMENT AREA UNLESS NOTED OTHERWISE ON THIS PLAT. HOWEVER, WHEN THE PLATTED RIGHT-OF-WAY AREA HAS BEEN PREVIOUSLY ACCEPTED FOR PUBLIC MAINTENANCE BY RESOLUTION OF THE BOARD OF TOWNSHIP TRUSTEES, THE BOARD OF TRUSTEES OR THEIR REPRESENTATIVES MAY ENTER UPON AND HERETO THE EASEMENT AREAS AND, IN ACCORDANCE WITH SECTION 6508.03 OF THE OHIO REVISED CODE, MAY REMOVE OR CAUSE THE REMOVAL OF AN OBSTRUCTION ADVERSELY IMPACTING AN AREA WITHIN THE PUBLIC RIGHT-OF-WAY.  
 UNTIL THE EXPIRATION OF THE DEVELOPER'S PUBLIC IMPROVEMENT MAINTENANCE BONDING PERIOD, AS APPLICABLE, THE DEVELOPER (OR THEIR AGENT) RESERVE THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLISH OR RE-ESTABLISH DRAINAGE SWALES WITHIN ALL DRAINAGE EASEMENTS, FOR THE PURPOSE OF CONTROLLING AND DRAINING STORM WATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.  
 THE PUBLICLY-MAINTAINED PORTION OF THE STORM SEWER SYSTEM WILL INCLUDE STORM DRAINS, COLLECTORS, AND/OR DITCHES LOCATED WITHIN EITHER THE PUBLIC RIGHT-OF-WAY OR THE PUBLIC UTILITY EASEMENT AREA ADJACENT TO THE ROAD RIGHT-OF-WAY WITH THE EXCEPTION OF SWAP HANDS AND COLLECTORS FOR PRIVATE DRIVEWAYS, WHERE, IN LIEU OF AN OPEN DITCH, A DEVELOPER, BUILDER OR LOT OWNER MUST INSTALL AND MAINTAIN A STORM DRAIN. STORM DRAIN SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER TO ENSURE THAT WITHIN THIS PROPERTY OR ADJACENT PROPERTIES ARE NOT MATERIALLY IMPACTED, AND THE LOT OWNER(S) MUST NOTE THAT THEY ARE RESPONSIBLE FOR MAINTAINING THE STORM DRAIN UNLESS NOTED OTHERWISE ON THE PLAT.

NOTE:  
 THE HOMEOWNER'S ASSOCIATION IS RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES LOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY INCLUDING, SEWER, STRUCTURES, DETENTION/RETENTION BASINS, AND SOUP MAINS.

APPROVAL:  
 WARREN COUNTY REGIONAL PLANNING COMMISSION  
 THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 22<sup>ND</sup> DAY OF Dec, 2016.  
 Wayne Township Zoning Inspector:  
 I HEREBY APPROVE THIS PLAT ON THIS 22<sup>ND</sup> DAY OF Dec, 2016.  
 COUNTY ENGINEER:  
 I HEREBY APPROVE THIS PLAT ON THIS 21<sup>ST</sup> DAY OF Dec, 2016.  
 COUNTY HEALTH DISTRICT:  
 I HEREBY APPROVE THIS PLAT ON THIS 22<sup>ND</sup> DAY OF Dec, 2016.  
 SUBDIVIDER:  
 WINDFIELD ESTATES LLC  
 7520 PARAGON ROAD  
 CENTERVILLE, OHIO 45456  
 (937) 433-3258

NOTES:  
 1. LINES OF OCCUPATION, WHERE EXISTING, AGREE IN GENERAL WITH PROPERTY LINES.  
 2. S&113-07, P.L.17-70, O.R. 2247, P.C. 585 AND O.R. 4003, P.C.840 WERE SOURCES OF DATA.  
 3. BEARINGS BASED ON OHIO STATE PLANE COORDINATES.  
 4. PROTECTIVE COVENANTS AND RESTRICTIONS ARE RECORDED IN DOCUMENT NUMBER \_\_\_\_\_ OF THE DEED RECORDS OF WARREN COUNTY, OHIO.  
 COUNTY AUDITOR:  
 TRANSFERRED ON THIS 22<sup>ND</sup> DAY OF December, 2016.  
 COUNTY RECORDER:  
 FILE NO. 2016-102283  
 RECEIVED ON THIS 22<sup>ND</sup> DAY OF December, 2016 AT 5:14 PM.  
 RECORDED ON THIS 22<sup>ND</sup> DAY OF December, 2016 AT 5:22 PM.  
 RECORDED IN PLAT BOOK NO. 44 PAGE 44-45  
 FEE 178.80  
 VILLAGE OF WAYNESVILLE WATER:  
 I HEREBY APPROVE THIS PLAT ON THIS 21<sup>ST</sup> DAY OF Dec, 2016.

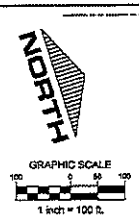
**BURKHARDT**  
 SURVEYING  
 10000 W. STATE ST. SUITE 100  
 COLUMBUS, OHIO 43240  
 (614) 291-1111

DATE	12-22-16
REVISION	
NO.	
SCALE	AS SHOWN
DATE	

RECORDED PLAN  
**WINDFIELD ESTATES**  
 SECTION 3, TOWN JE, RANGE 5N  
 WAYNE TOWNSHIP  
 WARREN COUNTY, OHIO

SHEET NO.  
 1 of 1

94/44



**SURVEY NOTES:**  
 1. LINES OF OCCUPATION (WHERE EXISTING) IN GENERAL ACRES WITH PROPERTY LINES.  
 2. ALL NONMENTIONED FINDS IN GOOD CONDITION UNLESS NOTED OTHERWISE.  
 3. IRON PINS SET ARE 5/8" x 5/8" REBAR CAPPED "SURVEYOR ENGINEERING".  
 4. MAG NAILS SET ARE 1 1/2" x 1/4" MAG NAILS.  
 5. ALL DEED, SURVEY AND PLAN RECORDS SHOWN ON THIS SURVEY WERE USED IN THE PERFORMANCE OF THIS SURVEY.

ROBERT H. & CHARLOTTE J. LUCAS  
 O.R. 3709, PG. 770  
 5.028 ACRES  
 SR 123/57 & SR 123/51  
 05-03-300-026

MARIE & SUSAN LEWIS  
 O.R. 3607, PG. 380  
 8.251 ACRES  
 SR 123/57 & SR 123/51  
 05-01-300-027

DOUGLAS W. & HEATHER A. LUKENS  
 O.R. 5128, PG. 148  
 8.243 ACRES  
 SR 123/57 & SR 123/51  
 05-03-300-020

SUSAN E. LUCAS  
 O.R. 3607, PG. 380  
 8.251 ACRES  
 SR 123/57 & SR 123/51  
 05-01-300-019

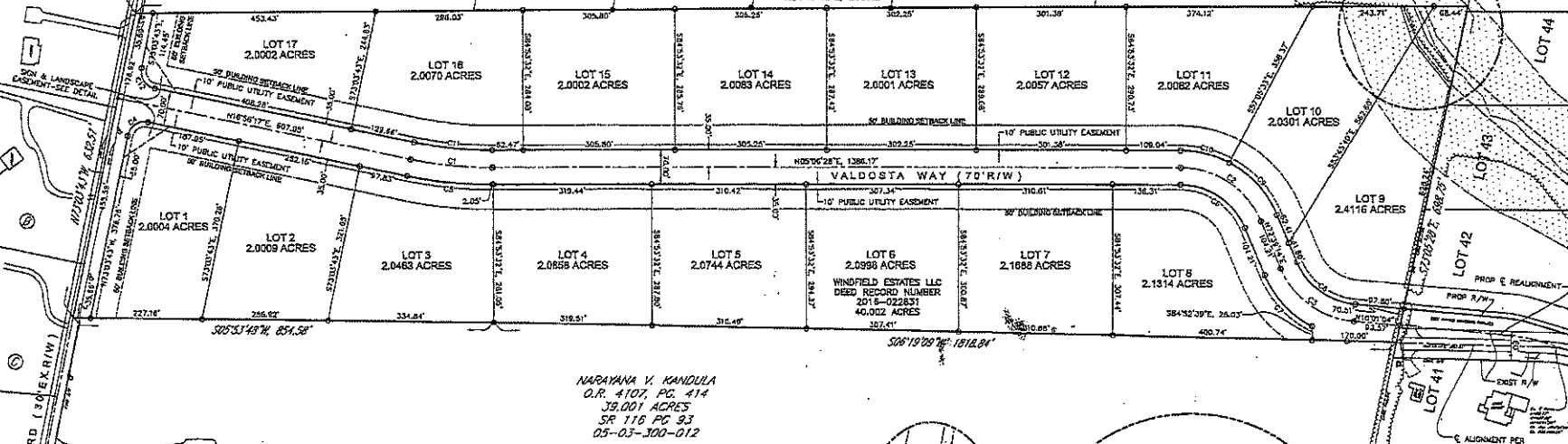
SUSAN E. LUCAS  
 O.R. 1708, PG. 518  
 7.123 ACRES  
 SR 123/57 & SR 123/51  
 05-03-300-028

KELLY L. MORRIS  
 DDC 106, 2016-000222  
 6020 STEWART PARKS  
 PG. 88 PG. 17  
 05-03-300-031

TONY & JANICE BENNETT  
 DDC 106, 2014-00044  
 2.021 ACRES  
 SR 123/57 & SR 123/51  
 05-03-300-022

LOT 47  
 LOT 46  
 LOT 45  
 HAINES MEADOW SUBDIVISION  
 P.B. 71, PG. 69

**BURKHARDT**  
 (L111111)  
 PLANNING AND SURVEYING  
 12001 W. STATE ST., SUITE 100  
 COLUMBUS, OHIO 43240  
 TEL: 614-881-1111  
 FAX: 614-881-1112

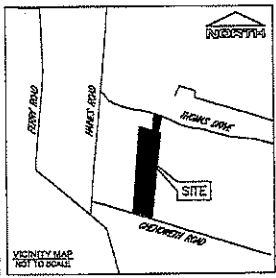


NARAYANA V. KANDULA  
 O.R. 4107, PG. 414  
 38.001 ACRES  
 SR 116 PG. 93  
 05-03-300-012

**CENTERLINE MILEAGE OF STREETS**  
 VALDOSTA WAY EXTENSION: 0.522 MILES

**ACREAGE BREAKDOWN**  
 35.0792 ACRES IN 17 BUILDABLE LOTS  
 +0.5085 ACRES IN RIGHT-OF-WAY (CHENOWETH)  
 +4.4143 ACRES IN RIGHT-OF-WAY (VALDOSTA)  
 40.0022 ACRES TOTAL

CHAIN	LENGTH	BEARING	AREA	CHORD	CHORD BEARING
C1	182.18	S89°20'	11,497.40'	69.89	N11°11'21"E
C2	293.71	N75°00'	67,224.46'	112.64	S85°29'11"E
C3	107.31	N75°00'	67,224.46'	106.48	N41°20'24"W
C4	54.88	S26°00'	8700.00'	35.00	S89°43'43"W
C5	172.41	S26°00'	11,049.00'	105.51	N11°07'07"E
C6	102.25	N40°00'	67,324.41'	63.85	S82°32'11"E
C7	144.25	N70°00'	3779.40'	74.29	S29°35'51"W
C8	134.69	N48°00'	67,324.41'	95.18	S41°00'00"W
C9	143.88	N70°00'	3744.47'	78.81	S52°45'00"W
C10	181.89	N70°00'	3747.20'	52.87	S19°20'27"W
C11	151.84	N78°00'	11,442.44'	75.26	S11°03'00"W
C12	24.58	S20°00'	8700.00'	35.00	S11°03'17"W

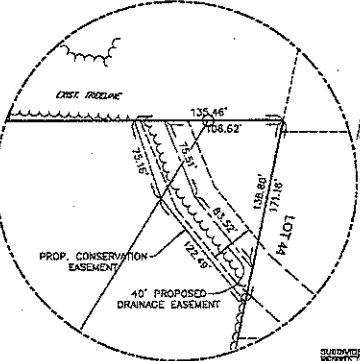


**PROPERTY OWNER TABLE**

①	JAMES & BEVERLY DILLE O.R. 3123, PG. 983 5.00 ACRES (DEED) SR 25 PG. 35 05-02-100-003
②	KEVIN J. & RONDA K. BROUWER O.R. 3453, PG. 320 5.00 ACRES (DEED) SR 25 PG. 35 05-02-100-004
③	LEIGH ANN JONES O.R. 3693, PG. 439 6.492 ACRES SR 26/35 & SR 84/33 05-02-100-040



SIGN & LANDSCAPE EASEMENT DETAIL 1"=50'



DRAINAGE & CONSERVATION EASEMENT DETAIL 1"=50'



- 5/8" IRON PIN FOUND
- MAG NAIL FOUND
- R/L EPIC FOUND
- MAG NAIL SET
- 1/4" I.P. SET

2 WORKING DAYS BEFORE YOU DIG  
 ONE CALL FREE 800-362-2764  
 AND PLEASE PROTECT OUR SOURCE

NO.	DATE	DESCRIPTION
1	10-26-11	ISSUING PER COUNTY RECD COMMENTS
2	11-11-11	ISSUING PER COUNTY RECD COMMENTS

**WINDFIELD ESTATES**  
 SECTION 3, TOWNSHIP 3E, RANGE 5N  
 WAYNE TOWNSHIP  
 WARREN COUNTY, OHIO

SHEET NO.  
 2 of 2

94/45



**RESOLUTION 2020-53**

**ACCEPTING "WINDFIELD ESTATES" AND THE SECTION OF VALDOSTA DRIVE WITHIN THE SUBDIVISION FOR PUBLIC MAINTENANCE**

**WHEREAS**, Valdosta Drive is a street within the subdivision of "Windfield Estates", and;

**WHEREAS**, "Windfield Estates" is a subdivision that has been reviewed and approved under County Subdivision Standards and by the Warren County Engineer's Office, along with the Wayne Township Road Supervisor, and;

**WHEREAS**, the Warren County Engineer has requested the street be turned over to the local public entity for maintenance, and;

**NOW THEREFORE BE IT RESOLVED**, the Wayne Township Trustees agree to accept the streets of "Windfield Estates" subdivision into the Wayne Township Road inventory for public maintenance. The length of said Valdosta Drive extension being 0.522 miles in length.

Mr. Foley moved for the adoption of the foregoing resolution.

Mr. Coffman second the motion and upon call of the roll thereon the vote resulted as follows:

Mr. Foley ---	<u>Stephen Foley J</u>	--- <u>yea</u>
Mr. Patrick ---	_____	--- <u>Absent</u>
Mr. Coffman ---	<u>Darrell E. Coffman</u>	--- <u>yea</u>

This resolution is hereby adopted this the 20th day of October, 2020.

**Wayne Township Board of Trustees**

Darrell E. Coffman  
Darrell E. Coffman, Fiscal Officer

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

# Resolution

Number 20-1516

Adopted Date October 27, 2020

## APPROVE VARIOUS RECORD PLATS

BE IT RESOLVED, upon recommendation of the Warren County Regional Planning Commission, to approve the following Record Plats:

- Whipps Subdivision – Clearcreek Township

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

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

Resolution adopted this 27th day of October 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Plat File  
RPC

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

# Resolution

Number 20-1517

Adopted Date October 27, 2020

APPROVE OPERATIONAL TRANSFER FROM COUNTY COMMISSIONERS' FUND #11011112 INTO MARY HAVEN YOUTH TREATMENT CENTER FUND #2270

WHEREAS, the Mary Haven Youth Center has requested that the fourth quarter of their 2020 operating contribution be transferred from the County Commissioners Fund #1101 into the Mary Haven Youth Treatment Center Fund #2270; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from County Commissioners Fund #1101 into Mary Haven Youth Treatment Center Fund #2270:

\$241,700.00 from #11011112-5744 (County Commissioners, Grants-Mary Haven)  
into #2270-49001 (Mary Haven - County Grant Transfers)

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

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

Resolution adopted this 27<sup>th</sup> day of October 2020.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

cc: Auditor   
Probate/Juvenile (file)  
Operational Transfer file  
OMB

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 20-1518

Adopted Date October 27, 2020

APPROVE OPERATIONAL TRANSFERS OF INTEREST EARNINGS FROM COMMISSIONERS FUND #11011112 INTO WATER FUNDS #5510, #5583, SEWER FUNDS #5580, AND #5575

WHEREAS, pursuant to Resolution #90-502, adopted May 3, 1990 and amended by Resolution #18-1854, adopted November 27, 2018, relative to the transfer of interest earned by the County on revenues earned on various funds held by the County to the benefit of the Water and Sewer system; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfers of interest earnings for the period of September 2020:

\$37,258.39	from #11011112 5997	(Operational Transfers)
	into 5510 44100 55103200 AAREVENUE	(Water Revenue - Interest Earnings)
\$ 1,332.60	from #11011112 5997	(Operating Transfers)
	into #5575 44100 55753300 AAREVENUE	(Sewer Construction Project – Interest Earnings)
\$28,284.26	from #11011112 5997	(Operational Transfers)
	into #5580 44100 55803300 AAREVENUE	(Sewer Revenue – Interest Earnings)
\$ 864.43	from #11011112 5997	(Operational Transfers)
	into #5583 44100 55833200 AAREVENUE	Water Construction Projects – Interest Earnings)

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

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

Resolution adopted this 27<sup>th</sup> day of October 2020.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

Tz/

cc: Auditor  Water/Sewer (file)

OMB  
Operational Transfer file

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 20-1519

Adopted Date October 27, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO LOCAL CORONAVIRUS RELIEF  
FUND #2210

BE IT RESOLVED, to approve the following supplemental appropriation:

\$25,000.00 into #22101111-5400 (Local Corona – Purchased Services)

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

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

Resolution adopted this 27<sup>th</sup> day of October 2020.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

cc: Auditor   
Supplemental Appropriation file  
OMB (file)

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

# Resolution

Number 20-1520

Adopted Date October 27, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO WARREN COUNTY GRANTS  
ADMINISTRATION FUND #2265

BE IT RESOLVED, in order to reimburse the Community Development Block Grant fund, it is necessary to approve the following supplemental appropriation:

\$60,000.00 into #22653425-5317 (Non-Capital Purchases)

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

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

Resolution adopted this 27<sup>th</sup> day of October 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

/sm

cc: Auditor   
Supplemental Appropriation file  
OGA (file)

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

# Resolution

Number 20-1521

Adopted Date October 27, 2020

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO CLERK OF COURTS FUND #11011260

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Clerk of Courts fund #11011260 in order to process a sick and vacation leave payout for Lois Wehner former employee of Clerk of Courts:

\$252.00      from #11011110-5882      (Commissioners - Vacation Leave Payout)  
                 into #11011260-5882      (Clerk of Courts - Vacation Leave Payout)

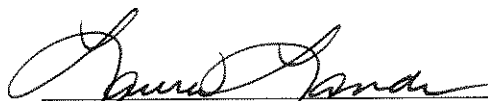
\$4,491.00    from #11011110-5881      (Commissioners – Sick Leave Payout)  
                 into #11011260-5881      (Clerk of Courts – Sick Leave Payout)

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

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

Resolution adopted this 27<sup>th</sup> day of October 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Auditor   
Appropriation Adjustment file  
Clerk of Courts (file)  
OMB

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

# Resolution

Number 20-1522

Adopted Date October 27, 2020

APPROVE APPROPRIATION ADJUSTMENTS WITHIN PROSECUTOR FUND 11011150

BE IT RESOLVED, to approve the following appropriation adjustments:

\$1,000.00 from #11011150-5400 (Purchased Services)  
into #11011150-5317 (Non Capital Purchase)

\$7,000.00 from #11011150-5400 (Purchased Services)  
into #11011150-5318 (Data Bd Approv – Non Cap)

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

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

Resolution adopted this 27<sup>th</sup> day of October 2020.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

MRB/

cc: Auditor ✓  
Appropriation Adjustment file  
Prosecutor (file)



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

# Resolution

Number 20-1523

Adopted Date October 27, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN ENGINEER/MAPROOM OFFICE  
FUND #11011750

BE IT RESOLVED, to approve the following appropriation adjustment for Maproom employee,  
Nicholas Vearil, vacation payout:

\$1,320.00    from    #11011750-5102    (Regular Salaries)  
                 into    #11011750-5882    (Vacation Payout)

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

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

Resolution adopted this 27<sup>th</sup> day of October 2020.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

cc: Auditor   
Appropriation Adj. file  
Engineer (file)  
OMB

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 20-1524

Adopted Date October 27, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE BUILDING AND ZONING  
DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$402.00      from #11012300-5830      (Workers Comp)  
                 into #11012300-5317      (Non-Capital Purchases)

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

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

Resolution adopted this 27<sup>th</sup> day of October 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Auditor              
Appropriation Adjustment file  
Building/Zoning (file)

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

# Resolution

Number 20-1525

Adopted Date October 27, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN RECORDER'S FUND #2216

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2,000.00      from    #22161160-5317      (Non Capital Purchase)  
                 into    #22161160-5910      (Other Expenses)

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

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

Resolution adopted this 27<sup>th</sup> day of October 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

tz/

cc:    Auditor   
         Appropriation Adjustment file  
         Recorder (file)

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

# Resolution

Number 20-1526

Adopted Date October 27, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE OHIOMEANSJOBS WARREN COUNTY FUND #2254

WHEREAS, an appropriation adjustment is necessary for Data Bd. App Non Capital Purchase expenses; and

NOW THEREFORE BE IT RESOLVED, to approve appropriation adjustments within the OhioMeansJobs Warren County Fund # 2254.

\$ 5,000            from    #22545800-5320    (Capital Purchases)  
                         into    #22545800-5318    (Data Bd App. Non Capital Purchases)

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

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

Resolution adopted this 27<sup>th</sup> day of October 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Auditor   
Appropriation Adj. file  
OhioMeansJobs (file)

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

# Resolution

Number 20-1527

Adopted Date October 27, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN COUNTY COURT FUND #2283

BE IT RESOLVED, to approve the following appropriation adjustment within County Court Fund 2283

\$100.00      from #22831280-5400      (Purchased Services)  
                 into #22831280-5911      (Non Taxable Meal Fringe)

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

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

Resolution adopted this 27<sup>th</sup> day of October 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Auditor   
Appropriation Adjustment file  
County Court (file)

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

# Resolution

Number 20-1528

Adopted Date October 27, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE SEWER REVENUE FUND  
NO. 5580

WHEREAS, the Water and Sewer Department will be incurring costs for the Woolpert Ortho  
Imagery Program Subscription; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustment:

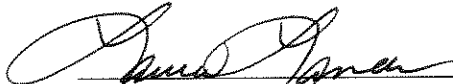
\$45,000.00 from 55803309 - 5400 (Purchased Services)  
into 55803309 - 5410 (Contracts BOCC Approved)

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

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

Resolution adopted this 27<sup>th</sup> day of October 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

mbz

cc: Auditor   
Appropriation Adj. file  
Water/Sewer (file)

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

# Resolution

Number 20-1529

Adopted Date October 27, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND  
NO. 5510

WHEREAS, the Water and Sewer Department will be incurring costs for the Woolpert Ortho Imagery Program Subscription; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustment:


\$45,000.00 from 55103209 - 5400 (Purchased Services)  
into 55103209 - 5410 (Contracts BOCC Approved)

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

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

Resolution adopted this 27<sup>th</sup> day of October 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

mbz

cc: Auditor   
Appropriation Adj. file  
Water/Sewer (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 20-1530

Adopted Date October 27, 2020

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 27th day of October 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk


cc: Commissioners file



**REQUISITIONS**

<b>Department</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>
FAC	PRECISION INDUSTRIAL SERVICES INC	FLOORING REPLACEMENT JJC	\$ 102,569.64

10/27/2020 APPROVED:



---

Tiffany Zindel, County Administrator

# Resolution

Number 20-1531

Adopted Date October 27, 2020

## APPROVE REAPPOINTMENTS TO THE WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT BOARD OF TRUSTEES

WHEREAS, on December 31, 2020, appointments to the Warren County Transportation Improvement District will be expiring; and

NOW THEREFORE BE IT RESOLVED, approve the following reappointments to the Warren County Transportation Improvement District Board of Trustees effective January 1, 2021; said terms to expire December 31, 2022:

Tiffany Zindel, Warren County Administrator

Eric Hansen, Mason City Manager

Neil Tunison, Warren County Engineer

Chris Pozzuto, Springboro City Manager

Eric Reiners, Deerfield Township Administrator

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

Mr. Young – yea

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 27th day of October 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Engineer (file)  
Appointments file  
Laura Lander  
TID file  
Appointees

# Resolution

Number 20-1532

Adopted Date October 27, 2020

CONTINUE ADMINISTRATIVE HEARING TO CONSIDER VARIANCE AND APPEAL OF CONDITIONS REQUIRED FOR AN ACCESS PERMIT OF SPEEDWAY SUPERAMERICA LLC IN FRANKLIN TOWNSHIP

WHEREAS, this Board met this 27<sup>th</sup> day of October 2020, to consider the Request for Variance and Appeal of Conditions Required for an Access Permit filed by Brad Gross on behalf of Speedway SuperAmerica LLC, owner of record, for access to 6562 Manchester Road (Parcel #07051770010, and a portion of Parcel # 07051010041) in Franklin Township; and

WHEREAS, during said administrative hearing, there was discussion relative to granting additional time for the applicant to address concerns of the Board relative to the ability to acquiring additional property and/or right-of way-from the adjacent property owner in order to increase drive spacing distance; and

NOW THEREFORE BE IT RESOLVED, to continue the administrative hearing to November 17, 2020, at 9:15 a.m. both virtually and in person in the Commissioners' Meeting Room, 406, Justice Drive, Lebanon, Ohio 45036.

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

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

Resolution adopted this 27<sup>th</sup> day of October 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

/tao

cc: Engineer (file)  
Public Hearing file  
Applicant – Brad Gross, 600 Speedway Drive, Enon, OH 45323  
Franklin Township Trustees