

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

# Resolution

Number 20-1581

Adopted Date November 10, 2020

APPROVE THE TRANSFER OF BRENDA G. EVERETT TO THE POSITION OF SOCIAL SERVICE WORKER III WITHIN WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION FROM SCREENER II WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Ms. Everett interviewed for the Social Services Worker III position within the Human Services Department; and

WHEREAS, the Director of the Human Services Department has requested that Brenda G. Everett be transferred to the department, effective November 30, 2020; and

NOW THEREFORE BE IT RESOLVED, to approve the transfer Brenda G. Everett from Screener II within Warren County Department of Job and Family Services, Children Services Division to Social Services Worker III within the Warren County Department of Job and Family Services, Human Services Division, Pay Range #9, \$21.00 per hour, effective November 30, 2020, subject to a 365 day 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 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

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

HR:

cc: Children Services (file)  
Human Services (file)  
B. Everett's Personnel File  
OMB-Sue Spencer  
Tammy Whitaker

# Resolution

Number 20-1582

Adopted Date November 10, 2020

SET PUBLIC HEARING TO CONSIDER TEXT AND MAP AMENDMENTS TO THE WARREN COUNTY RURAL ZONING CODE TO AMEND SECTION 2.407 (MIXED-USE DISTRICT), SECTION 2.407.3 (ALLOWABLE USES), AND SECTION 2.407.4 (PROHIBITED USES.) THE MAP AMENDMENT TO COVER PARCEL 12364000035 AND A PORTION OF PARCEL 12364000037

BE IT RESOLVED, to set the public hearing (Case #2020-06 A & B) to consider text and map amendments to the Warren County Rural Zoning Code to amend Section 2.407 (Mixed-Use District), Section 2.407.3 (Allowable Uses, and Section 2.407.4 (Prohibited Uses) and map amendment to parcel 12364000035 and a portion of parcel 12364000037; said public hearing to be held December 1, 2020, at 9:00 a.m. in the Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio; and

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

Mr. 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 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

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

/to

cc: RPC  
RZC (file)  
Text Amendment file

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

# Resolution

Number 20-1583

Adopted Date November 10, 2020

APPROVE NOTICE OF INTENT TO AWARD BID TO HOMEWAV FOR THE WARREN COUNTY JAIL & SHERIFF'S OFFICE INMATE VIDEO VISITATION SYSTEM PROJECT

WHEREAS, bids were closed at 10:00 a.m., October 27, 2020, and the bids received were opened and read aloud for the Warren County Jail & Sheriff's Office Inmate Video Visitation System 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, HomeWAV, has been determined to be the lowest and best bidder; 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 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

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

KH\

cc: Facilities Management (file)  
OMB Bid file

# Resolution

Number 20-1584

Adopted Date November 10, 2020

ADJUST WATER AND SEWER BILL FOR 9571 LAKEVIEW DRIVE IN LOVELAND OHIO

WHEREAS, customer's water usage was 189,000 gallons during the period of March 4, 2020 to May 4, 2020. Her average bi-monthly water consumption is less than 6,000 gallons; and

WHEREAS, we determined customer had a leak on June 16, 2020 and profiled the meter to determine the time and dates of water usage; and

WHEREAS, customer had a plumber out to her residence on June 16, 2020 and he could not find a leak inside or outside the home, however, he indicated that the customer has a water powered back up system and her main pump line is starting to fail and that could possibly be the cause of the high usage; and

WHEREAS, our Department adjusted her bill according to our leak adjustment policy; and

WHEREAS, the customer has indicated that she will pay her average bill amount and does not want to pay the excess amount; and

NOW THEREFORE BE IT RESOLVED, adjust the customers water bill to bi-monthly minimum of 6,000 gallons.

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 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

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

cc: Water/Sewer (file)  
Customer file Account 322832

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 20-1585

Adopted Date November 10, 2020

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY  
NOVEMBER 12, 2020

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,  
November 12, 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 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

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

/tao

cc: Auditor   
Commissioners file  
Press

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 20-1586

Adopted Date November 10, 2020

ENTER INTO ONLINE DOG LICENSING SYSTEM AGREEMENT WITH FAIRFIELD COMPUTER SERVICES, LLC FOR THE USE OF THE ONLINE DOG LICENSING SYSTEM ON BEHALF OF THE WARREN COUNTY INFORMATION TECHNOLOGY DEPARTMENT

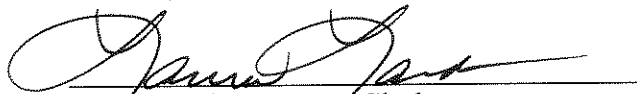
BE IT RESOLVED, to enter into an Online Dog Licensing System Agreement with Fairfield Computer Services, LLC; copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a—Fairfield Computer Services, LLC  
Auditor (file)  
Information Technology (file)

## ONLINE DOG LICENSING SYSTEM AGREEMENT

OVERVIEW. This is an agreement between the County Commissioners of Warren County, Ohio (CUSTOMER) of 406 Justice Dr., Lebanon, OH 45036 and Fairfield Computer Services, LLC (FCS) of 144 Forrer Blvd, Oakwood, Ohio 45419 for use of the Online Dog Licensing System (SYSTEM).

DURATION. This agreement is in force for an initial term of two (2) years from the date of signing. This agreement automatically renews for three (3) successive one (1) year terms, unless terminated. Either party may terminate this agreement with a written sixty (60) day notice. At the expiration or termination of this agreement, FCS discontinues access to SYSTEM immediately.

SPECIFICATIONS. FCS configures SYSTEM in accordance to the terms given in "Exhibit 1. System Specifications."

DELIVERY. FCS uses reasonable diligence to make SYSTEM available for use by CUSTOMER no later than eight weeks after receiving from CUSTOMER all the necessary information relating to configuring SYSTEM as described in in "Exhibit 1. System Specifications." CUSTOMER acknowledges that this is an estimate and not a guarantee of the delivery time.

DATA SECURITY. FCS shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access, disclosure, or theft of data contained in SYSTEM. Such security measures shall be in accordance with recognized industry practice.

DATA BACKUP. FCS shall routinely back up SYSTEM. Such backups shall be made to enable a full recovery of SYSTEM as of the date the backup was taken. The backup practice shall be in accordance with recognized industry practice.

LICENSE DATA is defined as data on licenses, license holders, licensing transactions, license enforcement, and animal control collected and stored in SYSTEM pursuant to this agreement. Specifically, but without limitation, this includes data on 1) license descriptions, issue dates, numbers and expiration dates; 2) names, addresses, telephone numbers, and email address of license holders; 3) order numbers, items purchased, fees for purchases, payment methods, and totals; 4) license enforcement and animal control activity; 5) other administrative notes of CUSTOMER.

UPLOADED DATA is defined as electronic files transferred to and stored in SYSTEM pursuant to this agreement by CUSTOMER, their agents, and the public. Specifically, but without limitation, this includes files 1) needed as proofs for licensing; 2) having information on account holders needed to be kept on file by law; 3) used for descriptive purposes relating to license enforcement or animal control.

CREDIT CARD DATA is defined in this agreement as the information related to performing and managing credit card transactions executed in SYSTEM pursuant to this agreement. Specifically, but without limitation, this includes 1) credit card numbers and expiration dates; 2) credit card holder names; 3) credit card security codes; 4) reference numbers exchanged between the credit card processor and FCS. CUSTOMER DATA and UPLOADED DATA expressly do not include CREDIT CARD DATA.

OWNERSHIP. CUSTOMER owns LICENSE DATA. CUSTOMER retains intellectual property rights in any material they hold in UPLOADED DATA. FCS shall not sell, share, or make available LICENSE DATA or UPLOADED DATA to any party without the express consent of CUSTOMER or except as is directly necessary for the proper operation of SYSTEM or as required by law. FCS does not review material held in UPLOADED DATA. UPLOADED DATA is the responsibility of CUSTOMER. FCS holds all right, title, and interest in SYSTEM which includes without limitation all interfaces, menu arrangements, software and data designs, and all components of any source or object computer code that make up SYSTEM. CUSTOMER has a nonexclusive and nontransferable lease for use of SYSTEM for the duration of this agreement. CUSTOMER shall do nothing

which may infringe upon or in any way undermine the right, title, and interest of FCS in SYSTEM. FCS owns CREDIT CARD DATA.

DATA DISPOSITION. At the expiration or termination of this agreement, FCS shall 1) transmit LICENSE DATA and UPLOADED DATA to CUSTOMER in an electronic and reasonably organized format; 2) securely store an archival representation of LICENSE DATA and UPLOADED DATA for records retention purposes; 3) and remove LICENSE DATA and UPLOADED DATA from SYSTEM.

SETUP MATERIAL. CUSTOMER warrants that all documents, images, artwork, or other material it transmits to FCS for use in configuring SYSTEM is legally owned by or licensed to CUSTOMER.

COMPENSATION. For the services provided under this agreement, CUSTOMER compensates FCS in accordance to the terms given in "Exhibit 2. Cost Summary."

FCS BRAND. CUSTOMER allows FCS to place on the public website of SYSTEM an inconspicuous phrase or mark identifying FCS as the developer and owner of SYSTEM with a hyperlink to the website of FCS:

DISCLAIMER. FCS disclaims all warranties not expressly contained in this agreement. This includes without limitation any warranty as to the suitability, merchantability, fitness for any particular purpose, or non-infringement of the equipment, software, or services provided hereunder. FCS does not warrant that the equipment or software will operate uninterrupted or error-free. FCS does not warrant that SYSTEM will work on all platforms. No representation or other affirmation of fact, including without limitation statements regarding capacity, suitability for use, or performance of SYSTEM, whether made by employees of FCS or otherwise that is not contained in this agreement is deemed a warranty by FCS for any purpose or give rise to any liability of FCS whatsoever.

LIMITATION. In no event is FCS or CUSTOMER liable to the other for any lost or anticipated profits, or any indirect, incidental, exemplary, special, reliance, punitive, or consequential damages arising out of or in connection with this agreement, regardless of whether FCS or CUSTOMER has been advised or has reason to know of the possibility of such damages. Notwithstanding any provision contained herein to the contrary, the maximum liability of FCS to CUSTOMER or any person whatsoever arising out of or in connection with this agreement or any use of or inability to use services, whether such liability arises from any claim based upon contract, warranty, tort, or otherwise, shall not exceed the actual amount paid to FCS by CUSTOMER. The foregoing limitations of liability does not apply to claims for personal injury caused by FCS's intentional misconduct or negligence, or claims for infringement, whether actual or alleged.

FORCE MAJEURE. FCS shall not have any liability whatsoever or be deemed to be in default for any delay or failure in performance under this agreement resulting from acts beyond the control of FCS, including without limitation acts of God, emergency, accident, fire, lightning, riot, strikes, lock-outs, industrial disputes, or epidemics.

ENTIRE AGREEMENT. This agreement, together with the attached exhibits, constitutes the entire agreement between FCS and CUSTOMER with respect to the subject matter hereof, and supersedes any prior agreement, oral or written, between FCS and CUSTOMER in connection with this agreement.

AMENDING. Except as expressly provided herein, this agreement may not be changed or amended except by a writing executed by authorized representatives of both parties.

SEVERABILITY. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid or unenforceable provision with another which closely approximates the intent and economic effect of the invalid or unenforceable provision.



NON-WAIVER. Both parties agree that the failure of the other to enforce any provision of this agreement is not a waiver of that provision or any other provision contained herein.

REMEDIES. All remedies available to either party are cumulative and not exclusive. Termination or expiration of this agreement shall not limit either party from pursuing other remedies available at law or in equity. Neither party may institute any action in any form arising out of this agreement more than fifteen (15) years after the cause of action has arisen.

ASSIGNMENT. This agreement may not be assigned by either party without the prior written consent of the other party, provided, however, that the foregoing shall not prohibit FCS from assigning this agreement or its rights hereunder, nor require the consent of the CUSTOMER, in connection with any change of control, corporate reorganization, merger or consolidation of FCS. Any purported assignment, transfer, or delegation in violation of this section shall be null and void. Subject to the foregoing, this agreement shall be binding upon, insure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

GOVERNING LAW AND JURISDICTION. The laws of the State of Ohio govern this agreement and CUSTOMER and FCS hereby submit to the exclusive jurisdiction of the Ohio courts.

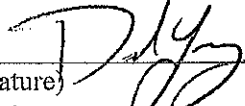
ACCEPTANCE. By signature below, the parties agree to the provisions in this document. Parties further agree that they are authorized to act on behalf of their respective organizations and to bind said organizations to the provisions herein.

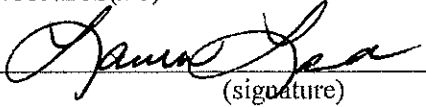
CUSTOMER acknowledges that CUSTOMER has read this agreement, understands it, and agrees to be legally bound by it.

WHEREFORE, the parties have caused this agreement to be executed by their duly authorized representatives.

COUNTY COMMISSIONER(S)

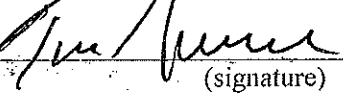
WITNESS(ES)

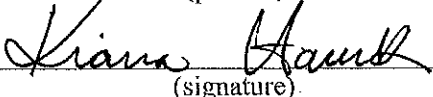
\*   
(signature)

  
(signature)

David Young  
(printed)


Laura Lander  
(printed)

\*   
(signature)

  
(signature)

Tom Grossmann  
(printed)

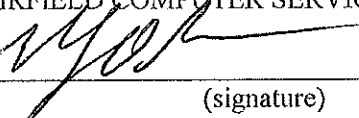
Kiana Hawk  
(printed)

  
(signature)

\_\_\_\_\_  
(printed)

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

FAIRFIELD COMPUTER SERVICES, LLC

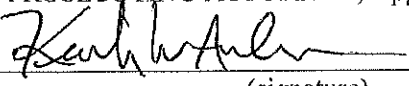
\*   
(signature)

Wendy Ahlers  
(printed)

Title: President

Date: 8/22/2020

PROSECUTING ATTORNEY, Approved as to form

  
(signature)

Keith W. Anderson  
(printed)

Date: June 29, 2020

## **Exhibit 1. System Specifications**

FCS has a system for managing dog licenses and other license types. The system is made available for use to CUSTOMER who manages licensing and related activities by accessing an administrative website of the system using a web browser over the Internet.

The system stores current and historical information on licenses, license holders, orders, payments, and other license-related information. It generates blank license applications, pre-filled renewal applications, and license receipts. It supports barcode reading and batch file input for rapid processing of renewal applications. It supports email communication for sending renewal notices and receipts to license holders. It contains reports and facilities for license enforcement and animal control. It supports the uploading of files to various system entities such as license holders, orders, and incident reports. It provides numerous reports on license holders, licenses, orders, and payments. It has different tiers of administrative access and maintains a detailed audit trail on system activity.

In addition to an administrative website, there is a public website. The public website often contains information on licensing; links to relevant officials' web pages and other related web pages; and blank applications which can be printed and used for filling out by hand. The public website also may feature a license search capability, allowing the public to search the license database using a license number to find a license holder's contact information. Finally, if the CUSTOMER elects to allow online licensing, the public website is where the public goes to renew and purchase new license online via a credit card.

Fees for licenses purchased online are remitted to CUSTOMER by the end of business Monday for transactions done the prior week. Remittance is in the form of a paper check or an ACH transfer. In the event Monday is a holiday, fees are remitted on the next business day.

The administrative and public websites are available on the Internet at

<https://www.doglicenses.us/<State>/<County>>

Once an agreement is signed, FCS provides CUSTOMER a set-up questionnaire. Based upon it, an instance of the system is configured. Into this is loaded the existing license and license holder data of CUSTOMER, provided such data is in an electronic and reasonably organized format. Applications, receipts, and the public website are marked up as appropriate for CUSTOMER. On the public website, FCS adds three to five web pages in support of licensing, typically these include a home page, an FAQ on licensing, blank applications, and other related forms and hyperlinks.

The following items are needed from CUSTOMER for FCS to successfully set up the system. The list is not necessarily exhaustive.

1. The signed agreement.
2. The identity of the person who will lead the set-up from the side of CUSTOMER.
3. The completed set-up questionnaire.
4. Digital copies of all images to use on the website, such as the seal and any photos.
5. Digital copies of all forms to post to the website.
6. Data files on license holders and licenses.
7. Data files on related licensing information, such as breeds, colors, and vet clinics.

## Exhibit 2. Cost Summary

Setup and Training	Total
Configure an instance of the system as per the setup questionnaire. Load one (1) year of license and license holder data. Provide a beta system for review, testing, and approval. Provide one day of training.	\$3,000.00*
Any work outside the scope of what is described here is billed at \$100/hr. For any such work, we are happy to provide a proposal with an estimate of its time and cost.	*setup fee waived for setup April - August

Monthly Service	Total
Use of system; new features and fixes; 10 GB upload space*; phone and email support.	\$325.00
*Additional storage space for uploads is billed at 10 GB / \$10 / Month.	x 12 \$3,900.00

Total \$6,900.00

Convenience Fees for Online Orders																																																																		
The fee is per tag, applies only to online orders, and is incurred by the owner. The fee covers all credit card costs, such as merchant fees, processor fees, gateway fees, and chargebacks. The fee is based on the underlying license cost according to the following schedule:																																																																		
<table border="1"> <thead> <tr> <th>License Cost</th> <th>Fee</th> </tr> </thead> <tbody> <tr><td>\$0.01 - \$1.00</td><td>\$1.00</td></tr> <tr><td>\$1.01 - \$2.99</td><td>\$1.25</td></tr> <tr><td>\$3.00 - \$4.99</td><td>\$1.50</td></tr> <tr><td>\$5.00 - \$6.99</td><td>\$1.75</td></tr> <tr><td>\$7.00 - \$10.99</td><td>\$2.00</td></tr> <tr><td>\$11.00 - \$14.99</td><td>\$2.15</td></tr> <tr><td>\$15.00 - \$19.99</td><td>\$2.25</td></tr> <tr><td>\$20.00 - \$24.99</td><td>\$2.50</td></tr> <tr><td>\$25.00 - \$29.99</td><td>\$2.75</td></tr> <tr><td>\$30.00 - \$34.99</td><td>\$3.00</td></tr> <tr><td>\$35.00 - \$39.99</td><td>\$3.20</td></tr> </tbody> </table>	License Cost	Fee	\$0.01 - \$1.00	\$1.00	\$1.01 - \$2.99	\$1.25	\$3.00 - \$4.99	\$1.50	\$5.00 - \$6.99	\$1.75	\$7.00 - \$10.99	\$2.00	\$11.00 - \$14.99	\$2.15	\$15.00 - \$19.99	\$2.25	\$20.00 - \$24.99	\$2.50	\$25.00 - \$29.99	\$2.75	\$30.00 - \$34.99	\$3.00	\$35.00 - \$39.99	\$3.20	<table border="1"> <thead> <tr> <th>License Cost</th> <th>Fee</th> </tr> </thead> <tbody> <tr><td>\$40.00 - \$49.99</td><td>\$3.40</td></tr> <tr><td>\$50.00 - \$59.99</td><td>\$3.50</td></tr> <tr><td>\$60.00 - \$69.99</td><td>\$3.60</td></tr> <tr><td>\$70.00 - \$79.99</td><td>\$3.70</td></tr> <tr><td>\$80.00 - \$89.99</td><td>\$3.80</td></tr> <tr><td>\$90.00 - \$99.99</td><td>\$3.90</td></tr> <tr><td>\$100.00 - \$109.99</td><td>\$4.00</td></tr> <tr><td>\$110.00 - \$119.99</td><td>\$4.40</td></tr> <tr><td>\$120.00 - \$129.99</td><td>\$4.80</td></tr> <tr><td>\$130.00 - \$139.99</td><td>\$5.20</td></tr> <tr><td>\$140.00 - \$149.99</td><td>\$5.60</td></tr> </tbody> </table>	License Cost	Fee	\$40.00 - \$49.99	\$3.40	\$50.00 - \$59.99	\$3.50	\$60.00 - \$69.99	\$3.60	\$70.00 - \$79.99	\$3.70	\$80.00 - \$89.99	\$3.80	\$90.00 - \$99.99	\$3.90	\$100.00 - \$109.99	\$4.00	\$110.00 - \$119.99	\$4.40	\$120.00 - \$129.99	\$4.80	\$130.00 - \$139.99	\$5.20	\$140.00 - \$149.99	\$5.60	<table border="1"> <thead> <tr> <th>License Cost</th> <th>Fee</th> </tr> </thead> <tbody> <tr><td>\$150.00 - \$159.99</td><td>\$6.00</td></tr> <tr><td>\$160.00 - \$169.99</td><td>\$6.40</td></tr> <tr><td>\$170.00 - \$179.99</td><td>\$6.80</td></tr> <tr><td>\$180.00 - \$189.99</td><td>\$7.20</td></tr> <tr><td>\$190.00 - \$199.99</td><td>\$7.60</td></tr> <tr><td>\$200.00 - \$209.99</td><td>\$8.00</td></tr> </tbody> </table>	License Cost	Fee	\$150.00 - \$159.99	\$6.00	\$160.00 - \$169.99	\$6.40	\$170.00 - \$179.99	\$6.80	\$180.00 - \$189.99	\$7.20	\$190.00 - \$199.99	\$7.60	\$200.00 - \$209.99	\$8.00	The fee for higher priced licenses increases \$0.40 every \$10.00.	
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\$190.00 - \$199.99	\$7.60																																																																	
\$200.00 - \$209.99	\$8.00																																																																	
Example. An owner buys two tags online, where the underlying price of a tag is \$14.00, pays $2 * (\$14.00 + \$2.15) = \$32.30$ , of which CUSTOMER receives \$28.00 and FCS keeps \$4.30.																																																																		

# Resolution

Number 20-1587

Adopted Date November 10, 2020

AUTHORIZE THE COUNTY ENGINEER TO EXECUTE ACCESS PERMIT WITH THE MIAMI CONSERVANCY DISTRICT FOR THE MCD LAND USE PERMIT NO. 10-3682-1

Whereas, the Warren County Board of County Commissioners applied for a MCD Land Use Permit giving the County Engineer authorization and permission to use, maintain and remove a temporary access road to Twin Creek for the purpose of removing gravel and debris in the vicinity of the Franklin-Trenton Road Bridge Piers; and

WHEREAS, the County Engineer agrees to pay the required administrative fee of One Hundred Fifty Dollars to Miami Conservancy District to execute this contract; and

NOW THEREFORE BE IT RESOLVED, to authorize the County Engineer to execute access permit with the Miami Conservancy District for the Miami Conservancy District Land Use Permit No. 10-3682-1. Copy of said permit is attached hereto and made a part hereof.

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

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

Resolution adopted this 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a – Miami Conservancy District  
Engineer (file)

The Miami Conservancy District

LAND USE PERMIT NO. 10-3682-1

Revision No. 1

THE MIAMI CONSERVANCY DISTRICT, a body corporate and political subdivision of the State of Ohio, hereinafter called "MCD", in consideration of compensation as specified within this Permit, and subject to the terms, conditions and restrictions hereinafter set forth, hereby grants to

WARREN COUNTY ENGINEER  
210 WEST MAIN STREET  
LEBANON, OHIO 45036

hereinafter called the "Grantee" the authority and permission to use that portion of MCD property as further described below for the following specified use and for no other use without express written consent by MCD.

The right to use, maintain, and remove the following:

1 - Existing Gravel ACCESS ROAD to Twin Creek for removing gravel and debris from the Franklin-Trenton Road Bridge as needed.

ALSO

The right to use the following as shown on the attached photo, Exhibit "A":

1 - Existing Gravel ACCESS ROAD under MCD Land Use Permit No. 3127 to Warren County Board of County Commissioners through their wellfield. Said road connects to the gravel access road above to Twin Creek.

The property, Part MCD Parcel No. 1658, is located in Range 5E, Town 1N, Section 6, Franklin Township, Warren County, Ohio, and more specifically east of Twin Creek and south of Franklin-Trenton Road as shown on the attached Exhibit "B".

All real property, easements, land, structures, infrastructure, and facilities that are owned or controlled by MCD or any MCD subdistrict shall hereinafter be called "MCD property."

THIS PERMIT IS GRANTED SUBJECT TO COMPLIANCE WITH THE FOLLOWING TERMS, CONDITIONS AND RESTRICTIONS AS SET FORTH BY MCD IN ACCORDANCE WITH SECTION 6101.19 OF THE OHIO REVISED CODE:

1. PROPERTY USE, MAINTENANCE & RESTRICTION: The Grantee AGREES to maintain all property as authorized for use within this Permit. Maintenance shall include regular inspection and repair of gravel access road to Twin Creek.

Whenever the employees, agents, or contractors of said Grantee enter upon MCD property, for the purpose of maintaining, modifying, repairing or removing any structures and/or improvements as described within this Permit, the Grantee AGREES all operations will be confined to a reasonable area adjacent to said structures and/or improvements.

The Grantee AGREES all MCD property will be continually used and maintained in a safe and responsible manner that does not affect MCD operations and maintenance.

As the Access Road is within the Warren County wellfield area, coordination with the Warren County Board of Commissioners will be required. All rights granted within this Permit are subject to MCD Conservation Easement No. 60-1783-1 issued to the Warren County Park District.

The Grantee must contact MCD for approval prior to performing any repairs or maintenance on MCD property that would result in any land disturbance.

**Any land disturbing activity on MCD property involving the services of a contractor will require that the contractor contact MCD to acquire a MCD Construction Permit prior to doing any work on MCD property.**

The Grantee, prior to initiating any land disturbing activity, AGREES to contact OUPS to determine if there are any utilities located within the permit area. The Grantee further AGREES to protect all identified utilities from damage that could result from land use as outlined within this Permit.

All activities listed in the attached Exhibit "C" are prohibited unless specifically authorized in this permit.

The Grantee AGREES all use of vehicles on MCD property shall be in compliance with the Ohio Revised Code and other applicable laws.

**2. DAMAGE TO MCD PROPERTY:** Any damages, resulting from the land use granted, caused to MCD structures and facilities including, but not limited to, levees, dams, floodwalls, bikeways, roads, gates, wells, gages, monitoring equipment, monuments and/or MCD property shall be repaired or replaced in a manner satisfactory to MCD as more specifically defined in Exhibit "D" of this Permit. Revocation, termination or expiration of the Permit does not release the Grantee from its obligation to repair damages. In the event the repair or replacement is not completed in a reasonable amount of time, MCD may, at its option, cause said repairs or replacements to be accomplished and Grantee shall reimburse MCD for any expenses incurred.

**3. TERM:** The term of this Permit shall be for a period of five (5) years, effective October 15, 2020 and terminating on October 14, 2025.

Upon issuance of this Permit all terms, conditions and restrictions of MCD Land Use Permit No. 10-3260-1, as issued to the Warren County Engineer on October 15, 2015 will terminate.

#### **4. MCD's RIGHT OF REVOCATION**

- a. If the property use causes damage or imminent damage to MCD property, or creates a health or safety hazard, MCD will order all use by the Grantee be stopped immediately and notify the Grantee to repair or replace MCD Property and remove the hazard. If the Grantee fails to

respond in the time set by MCD, MCD will revoke the rights granted by this Permit. Such revocation would not release the Grantee from its obligation to restore the land as required by item 6 below.

- b. If, at any time, in the opinion of MCD, the said use interferes with the primary objectives of MCD; or should the best interests of MCD so justify; this Permit shall be revoked. MCD will provide seven (7) days written notice of revocation. Such revocation would not release the Grantee from its obligation to restore the land as required by item 6 below.

**5. GRANTEE'S RIGHT OF TERMINATION:** The Grantee may request termination of this Permit if the use of MCD property described in this Permit is no longer necessary or desired. The Grantee shall notify the MCD Property Administrator within forty-eight (48) hours following cessation of the permitted land use to request termination.

**6. RESTORATION:** Prior to termination of this Permit, the Grantee AGREES to remove or properly abandon all structures and/or improvements and repair or restore all MCD property as specified in Exhibit "D" of this Permit. Revocation, termination or expiration of the permit does not release the Grantee from its obligation to restore the property. In the event the Grantee does not restore or remove the said structures and/or improvements within a timely manner, MCD may, at its option, cause said work to be accomplished and Grantee shall reimburse MCD for any expenses incurred.

**7. FINAL INSPECTION:** Within forty-eight (48) hours following cessation of the permitted use and all restoration, the Grantee AGREES to notify the MCD Property Administrator for final inspection.

**8. OPTION OF RENEWAL:** This Permit may be renewed, subject to MCD approval, provided all terms, conditions, and restrictions of the Permit have been maintained to the reasonable satisfaction of MCD. All renewals will be subject to those terms, conditions, and Permit fees in effect at time of renewal.

**9. INSURANCE:** The Grantee AGREES to provide verification of insurance coverage or self-insurance for liability purposes in an amount not less than **One Million (\$1,000,000.00) Dollars**. Insurance coverage must be in force throughout the term of the permit. If insurance coverage is cancelled the permit will terminate.

**10. SOIL & WATER CONTAMINATION:** The Grantee AGREES to assume all liability and responsibility for clean-up and restoration required due to soil and water contamination resulting from the land use granted within this Permit.

**11. RELEASE OF LIABILITY:** The Grantee herein releases MCD, to the extent permitted by law, from any and all liability resulting from injuries to persons or property and all direct cost and expenses associated therewith, resulting from or caused by floodwater, maintenance or construction operations and/or any other activities of MCD, its agents, employees or contractors provided such damages were not caused by the negligent act or omission of MCD, its agents, employees or contractors.

**12. RIGHT OF ACCESS:** MCD, shall at all times, have the right to enter upon any MCD property for the purpose of using, monitoring, maintaining, altering or repairing any works, or improvements owned or controlled by MCD. MCD retains the right to photograph, for private and/or public use, any use, work or event, which takes place on MCD property.



MCD shall have the right of inspection to determine compliance with this Permit. Upon notification of any violation, the Grantee AGREES to promptly take corrective action as directed by MCD. Should corrective action not be taken within the time specified, MCD may revoke this Permit, subject to the terms and conditions as stated within this Permit.

**13. TRANSFER OF LAND USE RIGHTS:** This Permit is NOT assignable or transferable.

**14. PRE-EXISTING LAND USE RIGHTS:** All rights granted within this Permit will be limited by, and subject to, any rights and claims of record that exist prior to the effective date of this Permit, regarding all property described within this Permit. Said claims of record include, but are not limited to, any existing easements, right-of-ways, and/or permits.

**15. ADDITIONAL RIGHTS:** MCD does not claim full warranty deed ownership to all MCD property. The Grantee must accept full responsibility for acquiring any additional rights to property not owned by MCD, when use of such property is necessary for the purposes of this Permit. Furthermore, MCD, in granting land use authorization, is to be released from any additional expense and/or all liability related to any unauthorized use of property.

**16. PUBLIC DISCLOSURE:** All MCD records, including deeds, leases, permits and all related correspondence, will be considered public records and shall be available for public use and disclosure.

**17. COMPLIANCE WITH LAWS:** The Grantee AGREES that MCD property is not to be used or occupied for any unlawful purpose. Additionally, all use of MCD property will comply with all laws, ordinances, rules, regulations, requirements, and orders of the United States of America, the State of Ohio, and of all governmental authorities or agencies, including, without limitation, all bureaus, boards or officials thereof respecting said premises and the use and occupation thereof.

**18. ADDITIONAL IMPROVEMENTS:** The Grantee AGREES no additional temporary or permanent structures and/or improvements will be constructed by the Grantee on MCD property without prior written MCD approval.

**19. PERMIT FEE:** The Permit fee is One Hundred and Fifty (\$150.00) Dollars.

## EXHIBIT C - PROHIBITED USE

The following activities are prohibited on MCD property:

- a. Violating any federal, state, county, municipal, or other applicable law, ordinance, rule, regulation or requirement.
- b. Soliciting.
- c. Abandoning any animal.
- d. Lighting fires or burning any materials.
- e. Sledding, skiing, or ice skating.
- f. Camping.
- g. Operating any vehicle on dam or levee slopes.
- h. Moving, by-passing, or damaging any gate, barricade or barrier so placed to temporarily or permanently close a road or area to traffic.
- i. Hunting and trapping.
- j. Depositing burning material or hot ashes on grass, plants or in refuse receptacles.
- k. Dumping, depositing or discarding, intentionally or unintentionally, any trash, garbage, building debris, rubble, metal, concrete, asphalt, organic waste, or other noxious materials.
- l. Damaging, destroying, or disturbing any MCD land as described below:
  1. Removing any property, structures, facilities, or amenities, or any part thereof.
  2. Writing upon, painting, cutting, mutilating, defacing, or damaging in any manner any building, flood control structure, equipment, or other property, or part thereof.
  3. Climbing or rappelling any flood control structure, rock escarpment or other natural features.
  4. Willfully destroying, injuring or removing any bench marks, witness marks, stakes, or other reference marks (ORC 6101.81).
  5. Disturbing, defacing, removing, or injuring trees or other vegetation.

LAND USE PERMIT NO. 10-3682-1, Revision No. 1

EXHIBIT "D"

RESTORATION REQUIREMENTS

All MCD owned or controlled property disturbed by land use and/or construction will be restored to the reasonable satisfaction of MCD within thirty (30) days of project completion and/or prior to termination of this Permit as follows.

Restoration of Property:

1. Grantee shall contact MCD's Property Administrator 48 hours in advance of restoration.
2. Seed mix specifications shall be submitted to MCD for approval.
3. All disturbed areas shall be graded to the lines and grades of the adjacent undisturbed areas
4. All disturbed areas shall be graded away from the toe of the levees or dams and all run off shall flow towards the river.
5. All disturbed areas shall be graded in a way as to not create any ponding.
6. Any top soil lost during land use shall be replaced to a compacted depth of four inches.
7. After regrading and placing top soil where necessary all disturbed areas shall be seeded, fertilized, and mulched.
8. Seed types shall consist of an 80/20 Turf Type Tall Fescue Mix with perennial rye with an application rate of 8 pounds per 1000 square feet.
9. Fertilizer shall be 18-24-12 25% Polyplus Fertilizer.
10. Mulch shall consist of straw, and be free of weed seed.
11. Evenly place straw mulch over all seeded areas at the following rates:

<u>Seeding Period</u>	<u>Rate</u>
From March 15 to October 30	2 Tons per acre
From October 31 to March 14	3 Tons per acre

12. Hydroseeding is acceptable, approved tackifier shall be applied at 2 gallons per acre.

Inspection:

1. MCD will do a preliminary inspection after 4 weeks to ensure that grass is being established after final seeding.
2. MCD will inspect all seeded areas no earlier than 6 months and no later than 12 months after final seeding. For any area identified without uniform density of at least 90 percent grass cover, the grantee will be required to seed, fertilize and mulch any areas where sufficient turf has not been established.
3. If seeding of an area is not successful, MCD may require sodding of disturbed areas.
4. All property is to be properly monitored and maintained until sufficient turf has been established.
5. MCD inspection and approval must be acquired prior to obtaining all other necessary approvals.

Roads, Driveways, Sidewalks, and Trails:

1. MCD will determine whether a road, driveway, sidewalk, or trail must be removed or may remain in place.
2. All roads, driveways, sidewalks, and trails designated for removal shall be addressed as follows:
  - All materials including but not limited to asphalt, concrete, brick and other pavement material shall be removed from MCD property and legally disposed.
  - Site shall be restored to match adjacent lines and grades.
  - Any damaged sections of recreational trail or revetment shall be restored using materials and construction requirements that meet the MCD Land Use Policy APPENDIX III and V.
  - Gravel, mulch, and earthen trails shall be disked.
  - All areas shall be restored to MCD's satisfaction.
3. MCD or an MCD subdistrict may elect to assume ownership and maintenance of a road, driveway, sidewalk, or trail. The terms of the ownership transfer shall be agreed to in writing by both parties before the obligations of the Grantee are released.

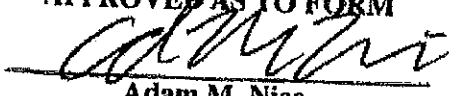
I, THE GRANTEE OR AUTHORIZED REPRESENTATIVE FOR SAID GRANTEE, IN EXCHANGE FOR SUCH USE AS DEFINED WITHIN THIS PERMIT, DO HEREBY ACKNOWLEDGE ACCEPTANCE OF ALL TERMS AND CONDITIONS AS STATED WITHIN THIS PERMIT:

WARREN COUNTY ENGINEER

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

By: \_\_\_\_\_

APPROVED AS TO FORM



Adam M. Nice  
Asst. Prosecuting Attorney

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

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

\* \* \* \* \*

AS AUTHORIZED REPRESENTATIVE FOR MCD I DO HEREBY GRANT APPROVAL, SUBJECT TO THE TERMS AND CONDITIONS OF THIS PERMIT, TO USE MCD PROPERTY FOR SUCH USE AS DEFINED WITHIN THIS PERMIT:

THE MIAMI CONSERVANCY DISTRICT

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

By: \_\_\_\_\_

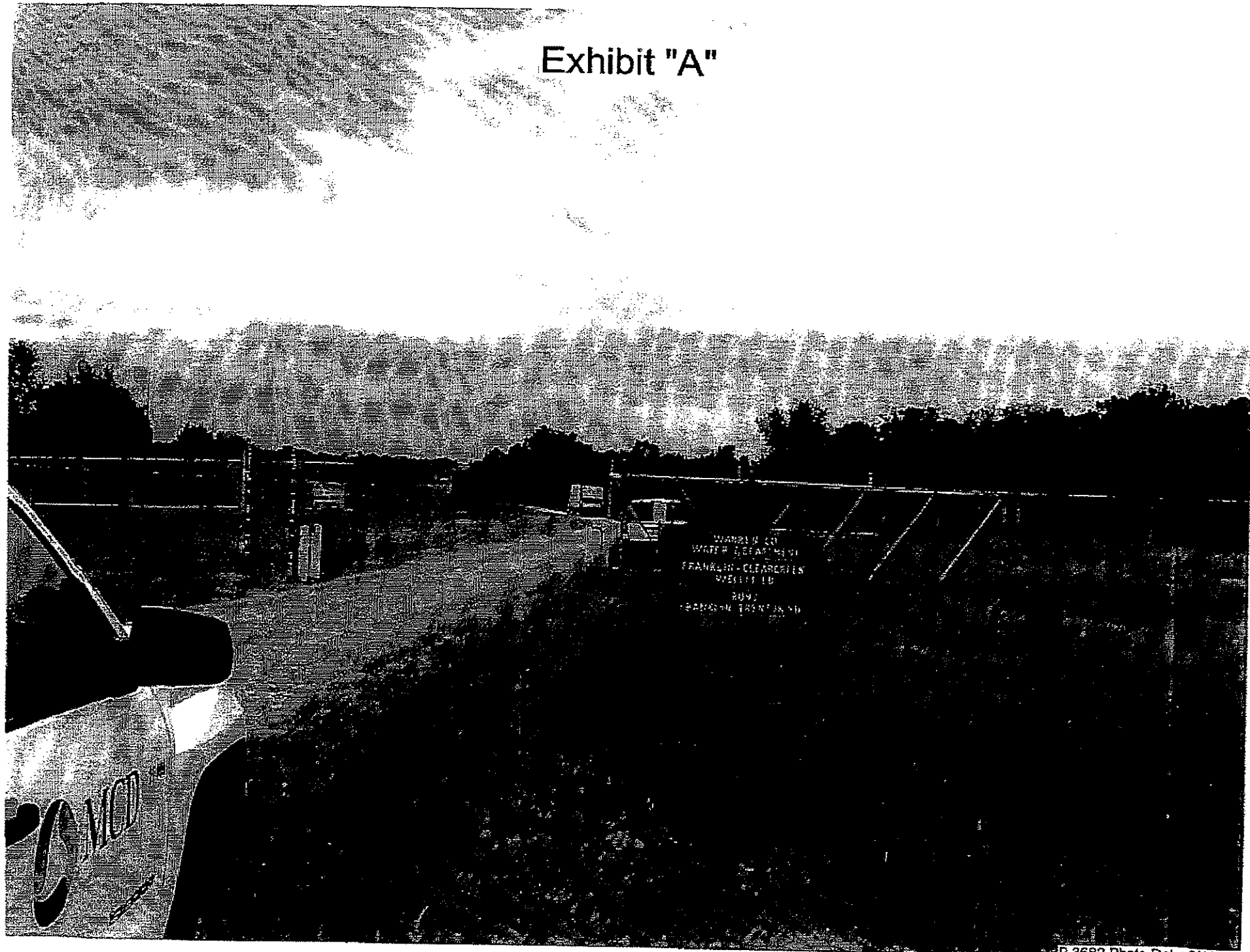
Kurt A. Rinehart, Chief Engineer

Any questions concerning this Permit or the use of MCD property shall be directed to the MCD PROPERTY ADMINISTRATOR Roxanne Farrier at (937) 223-1278, ext. 3230.

To contact the MCD Caretaker call (937) 414-7043.

GRANTEE'S CONTACT PERSON: Dominic M. Brigano (513) 695-3313

# Exhibit "A"

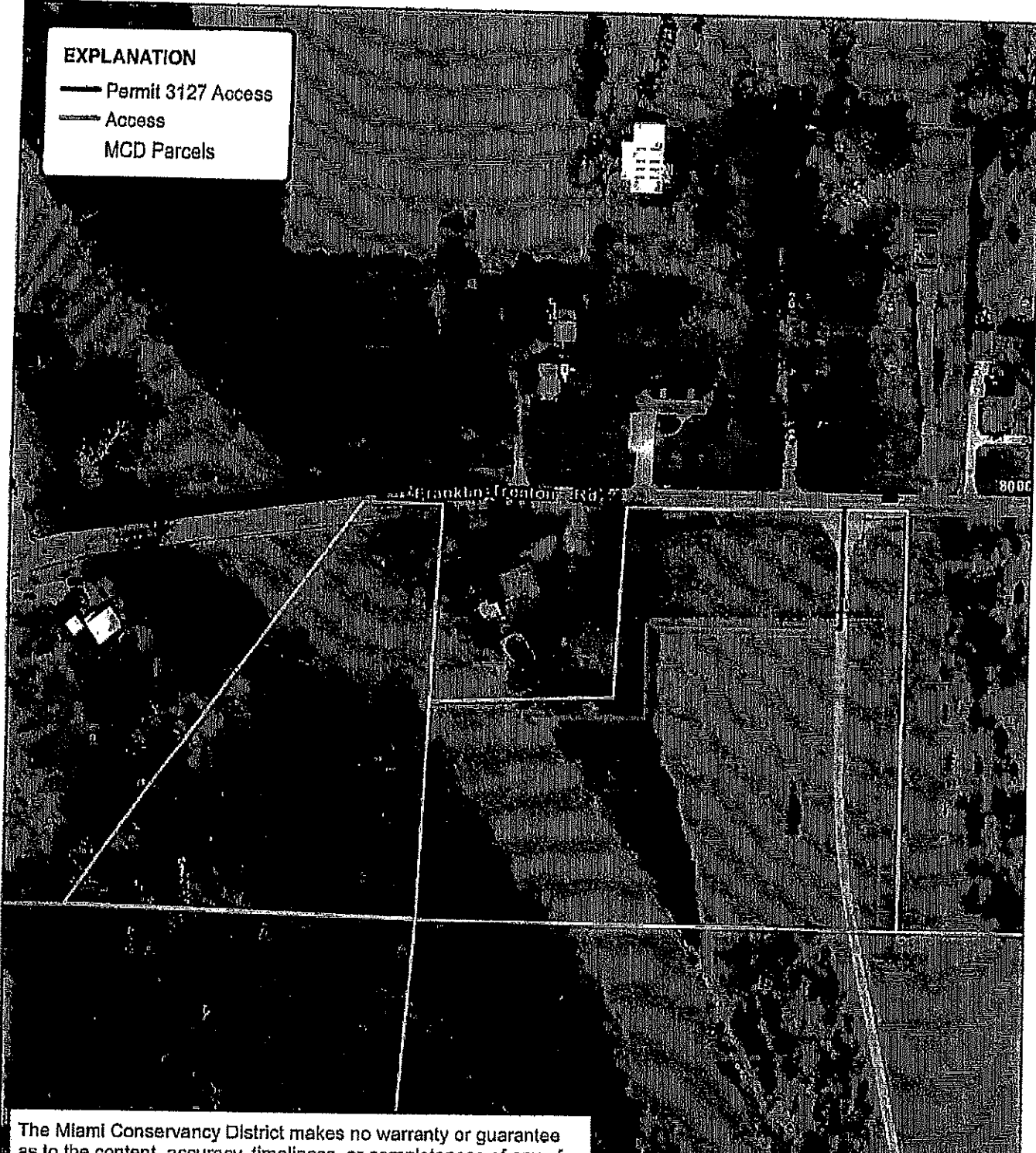




# EXHIBIT "B"



**EXPLANATION**  
— Permit 3127 Access  
— Access  
MCD Parcels

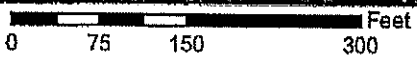


The Miami Conservancy District makes no warranty or guarantee as to the content, accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained. Use of these materials constitutes acceptance of this disclaimer of liability.

**PERMIT 3682**

Est. HERE, Garmin, (s) OpenStreetMap contributors

Date: 8/31/2020



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

# Resolution

Number 20-1588

Adopted Date November 10, 2020

ENTER INTO A CONTRACT WITH OHIO DEPARTMENT OF HEALTH FOR THE TUBERCULOSIS FUNDING ON BEHALF OF THE WARREN COUNTY COMBINED HEALTH DISTRICT

BE IT RESOLVED, to approve and enter into a contract with Ohio Department of Health for the Tuberculosis funding on behalf on the Warren County Combined Health District; said 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 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a—Ohio Department of Health  
Health Dept (file)  
OMB



**OHIO DEPARTMENT OF HEALTH  
TUBERCULOSIS FUNDING AGREEMENT**

This Tuberculosis Funding Agreement ("Agreement") is between:

Ohio Department of Health ("ODH")	Warren County Board of County Commissioners
Bureau of Infectious Diseases, Tuberculosis/Healthcare-Associated Infections Program	President, Commissioner <del>Shannon Jones</del> <i>David G. Young</i>
Sarah Mitchell, Program Manager ("ODH Agreement Manager")	Warren County Administration Building 406 Justice Drive, Lebanon, OH 45036
246 N. High Street, Columbus, Ohio 43215	(513) 695-1250
614-387-0652	Shannon.Jones@co.warren.oh.us <i>David G. Young</i>
sarah.mitchell@odh.ohio.gov	0000154931 - 01

For the purpose of this Agreement, the term "Party" or "Parties" may be used to refer to either ODH and/or Recipient/County Commissioner individually or collectively. Two (2) hardcopies of this Agreement should be signed by Recipient and returned along with required attachments (see §5) to Ohio Department of Health, Tuberculosis-Healthcare Associated Infections Program, ATTN: Carolyn Willis (carolyn.willis@odh.ohio.gov), 246 North High Street, Columbus, Ohio 43215, within fourteen (14) days of receipt at the above address. A copy of the fully executed Agreement will be returned to Recipient.

1. **PURPOSE & OBJECTIVE.** All Ohio counties will be eligible to receive funds to offset the cost of public health activities associated with Tuberculosis ("TB") cases that complete an approved course of treatment. The provision of such funds and services will benefit the citizens of Ohio in a manner consistent with the overall mission of the Ohio Department of Health to protect and improve the health of all Ohioans. Eligibility criteria are based upon standards of care set forth in the American Thoracic Society ("ATS"), Centers for Disease Control and Prevention ("CDC") and Infectious Disease Society of America ("IDSA") guidance documents, and are referenced in Ohio Revised Code ("O.R.C.") 339.71 through 339.89 and Ohio Administrative Code ("O.A.C.") 3701-15-01 through 3701-15-03. CDC considers this project to be (1) increasing Human Resource Development ("HRD") for the prevention and control of TB through education and training activities, and; (2) increasing the capacity for appropriate medical evaluation and management of persons with TB disease and infection through medical consultation, for which disclosure of protected health information by covered entities is authorized by section 164.512(b) of Health Insurance Portability and Accountability Act ("HIPAA").
2. **REQUIRED QUALIFICATIONS.** Recipient must be an office of an Ohio County Commissioner.
3. **AGREEMENT TERM.** Subject to §8 and other terms and conditions specified in this Agreement:

3.1. "Agreement Beginning Date" shall be defined as the date indicated here, or the date of Agreement execution by both Parties, whichever is later:

10/19/2020

3.2. "Agreement Ending Date" shall be defined as the date indicated here, the date of Agreement termination or the date to which the Agreement has been extended:

12/31/2020

3.3. "Agreement Period" shall be defined as the time between the "Agreement Beginning Date" and "Agreement Ending Date" unless prior to the expiration date, the Agreement is renewed, terminated, or cancelled in accordance with the Agreement Terms and Conditions. Any reference to the Agreement Period shall include any renewal terms.

4. AGREEMENT FUNDING.

4.1. "Agreement Funding Source" shall be defined as:

Center for Disease Control and Prevention (CDC) - National Center for HIV, Viral Hepatitis, STDs and TB Prevention (PS) Cooperative Agreement

4.2. Federal Award Identification Number (FAIN):

NU52PS910184

4.3. CFDA Number:

93.116

4.4. Ohio Statute Authorizing Administration of the Program:

Ohio Revised Code ("O.R.C.") 3701.04(A)(4) & 3701.146; HIPAA 45 CFR Parts 160 & 164 (covered entities may disclose PHI to public health authorities); 42 U.S.C. 247b(l)(2) and 247b-6, as amended

5. ATTACHMENTS & ACKNOWLEDGEMENTS. Attachments specified in this Agreement are made a part hereof, and are incorporated as terms and conditions of this Agreement. PLEASE READ CAREFULLY AND INITIAL EACH PARAGRAPH BELOW:

Recipient affirms that they have read and understand and agree to be bound by the Scope of Activities, Deliverables & Subsidy terms in §7 below, and by the Agreement Terms and Conditions in §8 below;

If Recipient is not currently a registered vendor with the State of Ohio, Recipient must register online using the OAKS Supplier Self-Registration module at [www.supplier.obm.ohio.gov](http://www.supplier.obm.ohio.gov);

Recipient must complete and submit with this Agreement an Affirmation and Disclosure Form attached and marked Attachment A;

Recipient certifies its non-profit status and authority to do business in Ohio;

Recipient must submit with this Agreement verification of any required licenses, registrations or other qualifications required by this Agreement;

Recipient certifies it is not debarred from consideration for any state or federal government contracts and it is not subject to any unresolved finding for recovery; and

Effective March 28, 2019, if the Agreement Funding Source identified in §4.1. of this Agreement is one of the following listed funding sources, Recipient must certify that it does not perform nontherapeutic abortions; promote nontherapeutic abortions; contract with any entity that performs or promotes nontherapeutic abortions; nor will Recipient become nor is Recipient currently affiliated with any entity that performs or promotes nontherapeutic abortions as defined in O.R.C. §9.04:

- Violence Against Women Act;
- Breast and Cervical Cancer Mortality Prevention Act;
- Infertility prevention project;
- Minority HIV/AIDS initiative; or
- State of Ohio funds, including infant mortality reduction or infant vitality initiatives.

6. FEDERAL NOTICE OF AWARD RESTRICTIONS, DISCLAIMERS, EXCEPTIONS and/or MATERIAL BREACH. In the event of a conflict of terms, the terms and conditions of this Agreement shall take precedence over any conflicting terms in attachments.

6.1. Federal Notice of Award restrictions:

6.1.1. **Audit Requirements:** If 45 CFR 75 Subpart F applies, subrecipients receiving CDC funds under this Agreement must meet applicable audit requirements set forth in 45 CFR 75.

6.1.2. **Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIS):** Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or

gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

**CDC, Office of Grants Services**  
 Louvern Asante, Specialist (GMS)  
 Centers for Disease Control and Prevention  
 Infectious Disease Services Branch  
 2920 Brandywine Road, M/S E-15  
 Atlanta, GA 30341  
 Telephone: 770-488-2835  
 Email: LHA5@cdc.gov

AND

U.S. Department of Health and Human Services  
 Office of the Inspector General  
 ATTN: Mandatory Grant Disclosures, Intake Coordinator  
 330 Independence Avenue, SW  
 Cohen Building, Room 5527  
 Washington, DC 20201  
 Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or  
 Email: MandatoryGranteeDisclosures@oig.hhs.gov

This mandatory disclosure requirement must be included in all subawards and contracts under this award. Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371.

Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

- 6.1.3. Publications: Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgement and disclaimer, as appropriate, for example:

This publication (journal article, etc.) was supported by the Grant or Cooperative Agreement Number, 6 NU52PS004703-05, funded by the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention or the Department of Health and Human Services.

- 6.1.4. Disclaimer for Conference/Meeting/Seminar Materials: If a conference/meeting/seminar is funded by a grant, cooperative agreement, sub-grant and/or a contract, the following statement must be included on the conference materials, including promotional materials, agenda, and internet sites:

Funding for this conference/meeting/seminar/training was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

*Remainder of Page Left Intentionally Blank. Signature Page Immediately Follows.*

IN WITNESS WHEREOF, the Parties by signing below indicate their agreement to this Agreement.

ON BEHALF OF COUNTY COMMISSIONER

OHIO DEPARTMENT OF HEALTH

  
[Signature, Blue Ink Please]

\_\_\_\_\_  
Lance D. Himes, Interim Director of Health

David Young, President  
[Print Name & Title]

\_\_\_\_\_  
Date

11/10/20  
Date

*Remainder of Page Left Intentionally Blank. Scope of Activities, Deliverables & Subsidy & General Terms and Conditions Immediately Follow this Page.*

APPROVED AS TO FORM



Adam M. Nice  
Asst. Prosecuting Attorney

7. SCOPE OF ACTIVITIES, DELIVERABLES & SUBSIDY.

	Scope of Activities and/or Deliverables (Due Date and Subsidy only noted if Applicable or Required)	Due Date	Subsidy
	During the Agreement Period, County Commissioner and ODH agree that County Commissioner shall complete the following activities and ODH will disburse amounts as indicated:		
7.1.	<p>Offices of County Commissioners will support public health activities associated with reporting, investigation and case management of tuberculosis patients that completed treatment between 1/1/2019-12/31/2019.</p> <p>The following criteria must be met and documented in ODRS to receive payment:</p> <ol style="list-style-type: none"> <li>1. Anti-TB drug regimen must meet American Thoracic Society (ATS) / Centers for Disease Control and Prevention (CDC) / Infectious Disease Society of America (IDSA) treatment guidelines and be appropriate for susceptibility pattern, severity of disease and underlying comorbidities;</li> <li>2. Directly observed therapy ("DOT") must be performed and documented according to dosing and intervals that are consistent with ATS/CDC/IDSA guidelines;</li> <li>3. Treatment completion dates and doses for the anti-TB drug regimen must be documented;</li> <li>4. HIV status must be documented as negative, positive, or refused;</li> <li>5. For pulmonary TB cases, sputum specimens must be collected to document whether culture conversion occurred within 60 days of treatment initiation; and</li> <li>6. Cases that are transferred from another jurisdiction must receive 80% of their care in the county for that county to claim eligibility.</li> </ol>	12/31/2020	
7.2.	<p>County Commissioners shall submit an invoice related to the costs of the work associated with this Agreement. Mandatory requirements on invoice:</p> <ol style="list-style-type: none"> <li>1. Time period when work was performed (1/1/2019-12/31/2019);</li> <li>2. List of ODRS numbers for all eligible cases that met criteria;</li> <li>3. Total number of eligible cases;</li> <li>4. Description of services provided (e.g. TB control staff salaries, travel, medical consultation, education); and</li> </ol> <p>Invoice example is attached to the Agreement.</p>	12/31/2020	\$4,000 per TB case meeting treatment standards

<b>TOTAL AGREEMENT AMOUNT</b>	<b>Not to Exceed \$8,000</b>
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*Terms & Conditions Immediately Follow this Page.*

## 8. AGREEMENT TERMS AND CONDITIONS.

- 8.1. Mutual Promises & Covenants. In consideration of the mutual promises expressed in this Agreement and intending to be legally bound, Recipient agrees to perform, and ODH agrees to pay Recipient, in accordance with §7 and the terms of this Agreement.
- 8.2. Scope of Activities, Deliverables, and Subsidy. Recipient shall provide work, services, products and deliverables in the time and manner and for the Subsidy specified in §7 and any attachment specified or incorporated into this Agreement. In consideration, ODH agrees to pay the Subsidy as set forth in §7. If at any time during the term of this Agreement, ODH determines that Recipient is not using the funds allocated in accordance with the terms of this Agreement or if data, including reports, are not entered in a timely manner, ODH may withhold future payments.
- 8.2.1. Total Agreement Amount. The Total Agreement Amount, as indicated in §7, includes the cost for all services, travel, or any other expenses that Recipient may incur as a result of Recipient's performance of this Agreement. Recipient shall not submit claims for expenses.
- 8.2.2. The Office of County Commissioner shall monitor the work under this Agreement.
- 8.2.3. The Office of County Commissioner waives the interest provisions of O.R.C. 126.30.
- 8.2.4. Subject to the provisions of O.R.C. 126.07 and O.R.C. 131.33, which shall at all times govern this Agreement, ODH represents that it intends to maintain this Agreement for the full Agreement Period set forth in this Agreement and has no reason to believe that it will not have sufficient funds to enable it to make all payments due. ODH further represents that it will use best efforts to obtain the appropriation of any necessary funds during the Agreement Period.
- 8.2.5. Funds Availability. Recipient understands and agrees that this Agreement is contingent upon the availability of lawful appropriations by the Ohio General Assembly and/or if applicable another Agreement Funding Source. The Funding Source will subsidize multiple Recipients under this program. Invoices will be paid out on a first-come-first-served basis. If the Funding Source is depleted or the Ohio General Assembly discontinues funding ODH for the activity specified in this Agreement, this Agreement is terminated as of the date funding expires without further obligation of ODH, State of Ohio, or any other Agreement Funding Source. If ODH has knowledge of insufficient funds to make future payments under this Agreement, ODH will notify Recipient.
- 8.2.6. ODH will not pay the Subsidy to Recipient for any work performed prior to receipt of written notification from the ODH Agreement Manager that the requirements of O.R.C. 126.07 and, if applicable, O.R.C. 127.16 have been met. ODH will not pay the Subsidy to Recipient for any work performed after the Agreement Ending Date, as applicable.
- 8.2.7. Invoices. Recipient shall invoice ODH in accordance with §7 for work or services Recipient provides. An itemized statement listing the services provided, the dates services were provided, and the amount of payment due shall accompany the invoice. Invoices shall be sent to ODH, ATTN: Accounts Payable, P.O. Box 118, Columbus, Ohio 43216-0118. ODH will make payment to Recipient within thirty (30) days of receipt of a valid invoice for the amount of payment due pursuant to Ohio Administrative Code 126-3-01. ODH shall return any invalid or incomplete invoice to Recipient within fifteen (15) days after ODH receives the invoice. An explanation will accompany the invoice that states the reason for return and any information needed to correct the invoice. Final invoices for services provided under this Agreement shall be submitted by Recipient no later than thirty (30) days after the end of the Agreement Period.
- 8.2.7.1. Electronic Commerce Program. The State of Ohio is an active participant in the E-Commerce to include Electronic Data Interchange (EDI). This program will benefit both the State and the Recipient by reducing time delays in receiving invoices and making payments that are associated with the existing manual processes. The Recipient is encouraged to move toward compliance with electronic commerce technologies, as this will be the preferred method of doing business with the State of Ohio. Information regarding E-Commerce is available on the Office of Budget and Management's website at [www.supplier.obm.ohio.gov](http://www.supplier.obm.ohio.gov).
- 8.2.8. Recipient shall furnish its own support staff and services as necessary for the satisfactory performance of this Agreement. Unless otherwise specified in this Agreement, ODH will not provide any staff, services, or material to Recipient for the purpose of assisting Recipient's performance.
- 8.2.9. ODH may, from time to time as it deems appropriate, communicate specific instructions and requests to Recipient concerning the performance of the work described in this Agreement. Upon such notice and within ten (10) days after receipt of instructions, Recipient shall comply with such instructions and fulfill such requests to the satisfaction of ODH. It is expressly understood by the Parties that these instructions

and requests are for the sole purpose of ensuring satisfactory completion of the work described in this Agreement and are not intended to amend or alter this Agreement or any part thereof. The Agreement Manager will communicate all such instructions and requests to Recipient.

- 8.2.10. If the Agreement Funding Source identified in §4.1. of this Agreement is one of the following listed funding sources, Recipient certifies that Recipient does not perform nontherapeutic abortions; promote nontherapeutic abortions; contract with any entity that performs or promotes nontherapeutic abortions; is or will become affiliated with any entity that performs or promotes nontherapeutic abortions as defined in O.R.C. §9.04:
- 8.2.10.1. Violence Against Women Act;
  - 8.2.10.2. Breast and Cervical Cancer Mortality Prevention Act;
  - 8.2.10.3. Infertility prevention project;
  - 8.2.10.4. Minority HIV/AIDS initiative; and/or
  - 8.2.10.5. State of Ohio funds, including infant mortality reduction or infant vitality initiatives.
- Any failure by Recipient to comply with this section shall be treated as a material breach of this Agreement.
- 8.3. Agreement Period; Extension. This Agreement shall be effective on the Agreement Beginning Date and shall remain in effect until the Agreement Ending Date. Upon written mutual consent of both parties, this Agreement may be renewed or extended past the Agreement Ending Date, subject to the same terms and conditions of this Agreement and subject to any federal and state directives, regulations, laws, Request for Quote or Request for Proposals relating to the subject matter of this Agreement.
- 8.4. Suspension and Termination. ODH may suspend or terminate this Agreement for any reason thirty (30) days after delivery of written notice to Recipient. ODH may suspend or terminate this Agreement immediately after delivery of written notice to Recipient if ODH (i) discovers any illegal conduct on the part of Recipient; (ii) discovers any violation of this Agreement regarding Conflict of Interest and Ethics Laws; (iii) discovers any violation regarding a Drug Free Workplace; (iv) discovers any violation of the funding restriction specified in §8.2.10; (v) is subject to a loss of funding as specified in §8.2.5; (vi) discovers that Recipient or any of its subcontractors has performed any services under this Agreement in violation of §8.12 regarding Prohibition of the Expenditure of Public Funds for Offshore Services; or (vii) discovers or is notified that a petition in bankruptcy or similar proceeding has been filed by or against Recipient. If at any time during the Agreement Period a bankruptcy or similar proceeding has been filed by or against Recipient, Recipient shall immediately notify ODH of the filing.
- 8.4.1. Recipient to Cease Work and Other Agreement Activities. Recipient, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Agreement, suspend or terminate any subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, as of the date of receipt of notice of suspension or termination describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODH may require. Any unused subsidies must be returned to ODH upon termination.
- 8.4.2. Determining Subsidy after Agreement Suspension or Termination. In the event of suspension or termination under this Agreement, with the exception of termination for violation of §8.2.10 and §8.12, Recipient shall be entitled to the Subsidy, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which shall be calculated by ODH based on the Subsidy set forth in §7 and §8.2, less any funds previously paid by or on behalf of ODH. ODH shall not be liable for any further claims, and the claims submitted by Recipient shall not exceed the total amount of Subsidy allowed by this Agreement.
- 8.5. Breach or Default.
- 8.5.1. Material Breach. Upon a Material Breach of the Agreement, as designated in §8.2.10 and §8.12, ODH may unilaterally terminate this Agreement without payment of the Subsidy to Recipient as a material breach is understood by the Parties to be so significant that it has destroyed the value of the Agreement and, due to the nature of the services that Recipient offers the State of Ohio, a Material Breach would undermine the sole purpose of the Agreement.
- 8.5.2. Upon breach or default by Recipient of any of the provisions, obligations or duties provided for in this Agreement, ODH may exercise all administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and ODH retains the right to exercise all remedies provided for in this Agreement.

- 8.5.3. If ODH or Recipient fail to perform an obligation or obligations under this Agreement and thereafter such failure is waived by the other party; such waiver shall be limited to the particular failure so waived and shall not be deemed to waive other failures hereunder. Waiver by ODH shall not be effective unless it is in writing and signed by the Director of Health or his or her designee, except that Agreement Manager may agree in writing to non-substantial changes to §7, such as changes in form, format, deadlines, or other minimal changes that do not diminish the value of the specified work or deliverable.
- 8.6. Independent Contractor. It is fully understood and agreed that Recipient is an independent contractor and is not an agent, servant, or employee of the State of Ohio or the Ohio Department of Health (for purposes of O.R.C. Chapter 145) solely on the basis of this Agreement. No agency, employment, joint venture or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement. Inasmuch as ODH is interested in Recipient's services, ODH does not control the manner in which Recipient performs this Agreement. ODH is not liable for the workers' compensation or unemployment compensation payments required by O.R.C. Chapters 4123 and 4141, respectively. In addition, Recipient assumes responsibility for tax liabilities that result from the subsidy paid to Recipient by ODH. ODH will report any payment made under this Agreement to the Internal Revenue Service on Form 1099. Additionally, no provision contained in this Agreement shall be construed as entitling Recipient to participate in hospital plans, medical plans, sick leave benefits, vacation, and other benefits available to employees of ODH or to become a member of the Public Employees Retirement System (O.R.C. Chapter 145).
- 8.7. Conflict of Interest and Ethics Laws.
- 8.7.1. Neither Recipient nor any officer, member or employee of Recipient shall, prior to the completion of such work and payment for such work, acquire any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of such work.
- 8.7.2. Recipient hereby covenants that neither Recipient, nor any officer, member, or employee of Recipient, have any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this Agreement.
- 8.7.3. Recipient shall not promise or give to any ODH employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. Recipient shall not solicit an ODH employee to violate any ODH rule or policy relating to the conduct of contracting Parties or to violate O.R.C. 102.03 to 102.04 or O.R.C. 2921.42.
- 8.7.4. Recipient hereby covenants that Recipient and any officer, member or employee of Recipient are in compliance with O.R.C. 102.04 and that if Recipient is required to file a statement pursuant to O.R.C. 102.04(D)(2), such statement has been filed with the ODH General Counsel in addition to any other required filings.
- 8.7.5. Recipient hereby certifies compliance with the executive agency lobbying requirements of O.R.C. 121.60 to 121.69.
- 8.7.6. Recipient hereby certifies and affirms that, as applicable to Recipient, no party listed in Division (I) or (J) of O.R.C. 3517.13 or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of \$1,000.00 (One Thousand Dollars) to the Governor or to his campaign committees. If it is determined that Recipient's certification of this requirement is false or misleading, notwithstanding any criminal or civil liabilities imposed by law, Recipient shall return to ODH all monies paid to Recipient under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
- 8.8. Nondiscrimination and Equal Employment Opportunity.
- 8.8.1. In carrying out this Agreement, Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, gender, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin or ancestry. Recipient shall comply with all applicable State of Ohio and Federal laws relating to nondiscrimination and equal employment opportunity as those laws may be amended from time to time, including but not limited to the following:
- 8.8.1.1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
- 8.8.1.2. Title VII of the Civil Rights Act of 1991 (P.L. 102-166) which prohibits discrimination on the basis of race, color or religion, national origin and sexual orientation in employment;



- 8.8.1.3. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency ("LEP"), which requires reasonable steps to ensure that LEP persons have meaningful access to programs (see [www.lep.gov](http://www.lep.gov)), and Health and Human Services ("HHS") implementing regulations at 45 CFR part 80;
  - 8.8.1.4. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, and HHS implementing regulations at 45 CFR part 86;
  - 8.8.1.5. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps in the provision of benefits or services as well as employment, and the HHS implementing regulations are codified at 45 CFR parts 84 and 85;
  - 8.8.1.6. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age and the HHS implementing regulations codified at 45 CFR part 91;
  - 8.8.1.7. Intentionally omitted; and
  - 8.8.1.8. Prohibitions against retaliation against individuals for taking action or participating in an action to secure rights provided in State and Federal laws relating to nondiscrimination.
- 8.9. "Sweatshop Free" Certification. Recipient hereby certifies that all facilities used for the production of supplies or performance of services offered in this Agreement is in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all suppliers and/or subcontractors used by Recipient in furnishing the supplies or services pursuant to this Agreement. If it is determined that Recipient's certification of this requirement is false or misleading, then Recipient understands that it shall be grounds for the termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
- 8.10. Records, Documents and Information. All records, documents, writings or other information produced or used by Recipient in the performance of this Agreement shall be treated according to the following terms:
- 8.10.1. All ODH information which, under the laws of the State of Ohio, is classified as public or private will be treated as such by Recipient. Where there is a question as to whether information is public or private, ODH shall make the final determination. Recipient shall not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Recipient agrees to be bound by the same standards of confidentiality that apply to the employees of ODH and the State of Ohio. If at any time during the Agreement period a proceeding has been filed by or against Recipient which would compel disclosure of private information under this Agreement, Recipient shall immediately notify ODH of the filing. The terms of this section shall be included in any subcontracts executed by Recipient for work under this Agreement.
  - 8.10.2. All proprietary information of Recipient shall be held to be strictly confidential by ODH in accordance with Section 149.43 of the Ohio Revised Code. Proprietary information is information which, if made public, would put Recipient at a disadvantage in the market place and trade of which Recipient is a part. Recipient is responsible for notifying ODH of the nature of the information prior to its release to ODH. ODH reserves the right to require reasonable evidence of Recipient's assertion of the proprietary nature of any information to be provided.
  - 8.10.3. All records relating to costs, work performed and supporting documentation for invoices submitted to ODH by Recipient shall be retained and made available by Recipient for audit by the State of Ohio (including, but not limited to, ODH, the Auditor of the State of Ohio, the Ohio Inspector General or duly authorized law enforcement officials) and agencies of the United States government for a minimum of three years after payment for work performed under this Agreement. If an audit, litigation, or other action is initiated during this time period, Recipient shall retain such records until the action is concluded and all issues resolved or the three years end, whichever is later.
- 8.11. Disclosure of Personal Health Information. Recipient hereby agrees that the information provided or made available by ODH shall not be used or disclosed other than as permitted or required by this Agreement or as required by law. Recipient will establish and maintain appropriate safeguards to prevent any use or disclosure of the information, other than as provided for by this Agreement. Recipient shall comply with 45 C.F.R.164.504(e)(2)(ii) and the Federal Information Security Management Act (P.L. 107-347) ("FISMA" as applicable to CDC grants). Recipient shall immediately report to ODH any discovery of use or disclosure of information not provided for or allowed by the Agreement. Recipient hereby agrees that anytime information is provided or made available to any subcontractor or agent, Recipient must enter into a subcontract with the

- subcontractor or agent that contains the same terms, conditions, and restrictions on the use and disclosure of information as contained in this Agreement. Recipient must obtain ODH approval prior to entering into such agreements. Further, Recipient agrees to make available and provide right of access to an individual of their protected health information when that protected health information is obtained in the performance of Recipient's obligations under this Agreement.
- 8.12. Prohibition of the Expenditure of Public Funds for Offshore Services. No State of Ohio Cabinet, Agency, Board or Commission will enter into any contract to acquire for services provided outside the United States or that allows State of Ohio data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States. Notwithstanding any other terms of this Agreement, ODH reserves the right to recover any funds paid for services the Recipient performs outside of the United States for which it did not receive a waiver. The Recipient must complete the Contractor/Subcontractor Affirmation and Disclosure Form affirming the Recipient understands and will meet the requirements of the above prohibition. The Affirmation and Disclosure Form is attached hereto as Attachment A. During the performance of this Agreement, the Recipient must not change the location(s) disclosed on the Affirmation and Disclosure Form, unless a duly signed waiver has been attained to perform the services outside the United States. Recipient agrees to immediately notify ODH of any change or shift in the location(s) of services performed by Recipient or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) that is outside of the United States.
- 8.12.1. Termination, Sanction, Damages. If Recipient or any of its subcontractors perform services under this Agreement outside of the United States or State of Ohio data is sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside the United States, the performance of such services shall be treated as a material breach of the Agreement. ODH is not obligated to pay and shall not pay for such services. If Recipient or any of its subcontractors perform any such services, Recipient shall immediately return to ODH all funds paid for those services. ODH may also recover from Recipient all costs associated with any corrective action ODH may undertake, including but not limited to an audit or a risk analysis, as a result of Recipient performing services outside the United States.
- 8.12.2. ODH may, at any time after the breach, terminate the Agreement, upon written notice to Recipient. ODH may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.
- 8.12.3. If ODH determines that actual and direct damages are uncertain or difficult to ascertain, ODH in its sole discretion may recover a payment of liquidated damages in the amount of 1% of the value of the Agreement.
- 8.12.4. ODH, in its sole discretion, may provide written notice to Recipient of a breach and permit Recipient to cure the breach. Such cure period shall be no longer than fourteen (14) calendar days. During the cure period, ODH may buy substitute services from a third party and recover from Recipient any costs associated with acquiring those substitute services.
- 8.12.5. Notwithstanding ODH permitting a period of time to cure the breach or Recipient's cure of the breach, ODH does not waive any of its rights and remedies provided ODH in this Agreement, including but not limited to recovery of funds paid for services Recipient performed outside of the United States, costs associated with corrective action, or liquidated damages.
- 8.13. Assignment. Recipient will not assign any of its rights nor delegate any of its duties and responsibilities under this Agreement without prior written consent of ODH. Any assignment or delegation not consented to may be deemed void by the ODH.
- 8.14. Drug Free Workplace. Recipient shall comply with all applicable state and federal rules, regulations and statutes pertaining to a drug free workplace. Recipient shall make a good faith effort to ensure that all employees of Recipient do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state, county, or municipal property.
- 8.15. Security & Safety Rules. When using or possessing ODH data or accessing State of Ohio networks and systems, the Contractor, its employees, subcontractors and agents must comply with all applicable state rules, policies, and regulations regarding state-provided IT resources, data security and integrity. When on any property owned or controlled by the State of Ohio, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.
- 8.16. Trafficking Victims Act. In carrying out this Agreement, Recipient, its employees, subcontractors and their employees shall comply with Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104); and is now located at 2 CFR Part 175 during the term of this Agreement. Recipient must include this provision in its contracts and subcontracts under this Agreement. Recipient must inform ODH immediately of any

information regarding violation of the foregoing. Recipient understands that its failure to comply with this provision may subject ODH to loss of federal funds. Recipient agrees to compensate ODH for any such funds lost due to its failure to comply with this condition, or the failure of its subcontractors to comply with this condition.

8.17. Compliance.

8.17.1. Recipient affirmatively represents and warrants to ODH that it is not subject to a finding for recovery under O.R.C. 9.24 or that it has taken the appropriate remedial steps required under O.R.C. 9.24 or otherwise qualifies under that section. Recipient further affirmatively represents and warrants to ODH that it is not debarred or suspended from entering into state of Ohio contracts pursuant to O.R.C. 125.25 and is not subject to exclusion, disqualification or ineligibility as defined in 2 C.F.R. 180.110. Recipient agrees that if this representation and warranty is deemed false, the Agreement will be void *ab initio* as between the Parties to this Agreement, and any funds paid by ODH hereunder shall be immediately repaid to ODH, or an action for recovery may be immediately commenced by ODH for the recovery of said funds.

8.17.2. Recipient certifies that Recipient is not federally debarred from participating in government contracts funded by federal money as described in 2 C.F.R. 180.220. If at any time during the contractual period Recipient is federally debarred from participating in government contracts funded by federal money, for whatever reason, Recipient shall immediately notify ODH of the debarment.

8.17.3. Recipient certifies that all approvals, licenses, registrations or other qualifications necessary to conduct business where the services are performed have been obtained and are operative. If at any time during the contractual period Recipient becomes disqualified from conducting business in Ohio, for whatever reason, Recipient shall immediately notify ODH of the disqualification.

8.17.4. Recipient certifies that it is in compliance and will remain in compliance throughout the duration of this Agreement with all other applicable federal and state laws, regulations, rules and Executive Orders and will require the same certification from its subgrantees or subcontractors.

8.18. Limitation of Liability. Both Parties agree to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this Agreement, and nothing in this Agreement shall be interpreted or construed to place any responsibility for professional acts or omissions onto ODH. ODH's liability for damages, whether in contract or in tort, shall not exceed the amount of direct damages incurred by Recipient, and is the Recipient's sole and exclusive remedy for ODH's failure to perform its obligations under this Agreement. In no event shall ODH be liable for any indirect or consequential damages, including loss of profit, even if ODH knew or should have known of the possibility of such damages. Neither Party is responsible to the other Party for nonperformance or delay in performance of the terms of this Agreement due to acts of God, wars, riots, strikes, or other causes beyond the control of the Parties.

8.19. Insurance. Recipient will provide, at its own expense, Workers' Compensation insurance, as required by Ohio law or the laws of any other state where work under this Agreement will be performed. Recipient may be required to show proof of insurance upon request by ODH. Recipient also will provide for its employees performing work under this Agreement employer's liability insurance, and personal injury, bodily injury, and property damage liability insurance, including automobile coverage with personal injury and bodily injury coverage in the amount of at least \$100,000.00 per person, \$300,000.00 per occurrence. In lieu of providing the policies of insurance in the amounts specified in this section, Recipient instead may elect to self-insure such risk in accordance with the laws of this state, based upon a good-faith analysis of the potential liability as it relates to the work to be performed under this Agreement, provided that Recipient is one of the following:

8.19.1. A "state institution of higher education" as defined in O.R.C. 3345.12(A)(1), a community college established under O.R.C. Chapter 3354, a state community college established under O.R.C. Chapter 3358, a university branch established under O.R.C. Chapter 3355, or technical college established under O.R.C. Chapter 3357;

8.19.2. A "state agency", which means a department, bureau, board, commission, office, agency, institution or other organized body or instrumentality established by the constitution and laws of the state of Ohio for the exercise of any function of state government; or

8.19.3. A "political subdivision" of this state, which means a municipal corporation, township, county, school district, or other body corporate and politic responsible for governmental activities only in geographical areas smaller than that of the state.

8.20. Rights in Deliverables, Data and Copyrights. Any intellectual property or copyrightable materials produced specifically for and as a deliverable under the terms of this Agreement, including any documents, data, photographs and negatives, electronic reports, records, software, source code, or other media, shall become the property of ODH, which shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the

Deliverables. This section does not apply to any preexisting materials owned by Recipient. Recipient shall not obtain copyright, patent, or other proprietary protection for the Work or Deliverables under this Agreement. ODH grants Recipient an unlimited license to use work and materials produced by Recipient under this Agreement, including the right to publish the results of any work performed under this Agreement. In the event that the Agreement Funding Source is federal funding, in whole or in part, such license is subject to the royalty-free, non-exclusive and irrevocable license to such material retained by the United States government. Further, the work must state: "This publication was made possible by Grant or Cooperative Agreement Number funded by Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of Centers for Disease Control and Prevention or the Ohio Department of Health." Recipient shall not include in any Deliverable or Work any copyrighted matter, unless the copyright owner gives prior written approval to use such copyrighted matter.

- 8.21. Attachments. Attachments and documents referenced in this Agreement are made a part hereof, and are incorporated as terms and conditions of this Agreement. In the event of a conflict of terms, the terms and conditions of this Agreement shall take precedence over any conflicting terms.
- 8.22. Construction. This Agreement is governed, construed and enforced in accordance with the laws of the State of Ohio. Further, the Ohio courts shall have jurisdiction over the subject matter and the Parties hereto in connection with disputes concerning validity and enforcement of this Agreement. In the event that any terms of this Agreement or applicable statutes conflict, then statutes and regulations take precedence.
- 8.23. Severability. If any portion of this Agreement is found to be unenforceable by operation of statute or by administrative or judicial decision, the enforceability of the balance of this Agreement shall not be affected thereby, provided that the absence of the unenforceable provision does not render impossible the performance of the remainder of this Agreement.
- 8.24. Amendments. This writing constitutes the entire agreement between the Parties with respect to all matters herein. This Agreement may be amended only by a writing signed by both Parties. However, it is agreed by the Parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written amendments. Any written amendments to this Agreement shall be prospective in nature. When a new or different term or condition is added, additional consideration is not necessary to bind the Parties.
- 8.25. Headings. The headings in this Contract are for convenience only and will not affect the interpretation of any of the Agreement terms and conditions.
- 8.26. Survival. All sections herein relating to payment, confidentiality, liability, record retention, audit, conflicts of interest and ethics, publicity, warranties and limitations on damages shall survive the termination of this Agreement.
- 8.27. Notices.
- 8.27.1. Form of Notice. All notices, requests, claims, demands and other communications between the Parties shall be in writing.
- 8.27.2. Method of Notice. All notices shall be given (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, or (iv) by electronic mail to the address of the Party specified in this Agreement as "ODH Agreement Manager" or "Recipient's Authorized Representative" or such other address as either Party may specify in writing. The Parties acknowledge that change in authorized representatives and their addresses are not substantive and a change shall be recognized with proper Notice.
- 8.27.3. Receipt of Notice. All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the fifth (5th) day following mailing, whichever occurs first.

*Remainder of Page Left Intentionally Blank. Attachment(s) Immediately Follow.*

ATTACHMENT A

AFFIRMATION AND DISCLOSURE FORM

By the signature affixed hereto, the Contractor affirms and understands that if awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States, nor allow State data to be sent, taken, accessed, tested, maintained, backed-up, stored or made available remotely (located) outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed and where data is located in the spaces provided below or by attachment. Failure to provide this information may result in no award. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

\_\_\_\_\_  
(Address) {City, State, Zip}

Name/Principal location of business of subcontractor(s):

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

2. Location where services will be performed by Contractor:

\_\_\_\_\_  
(Address) {City, State, Zip}

Name/Location where services will be performed by subcontractor(s):

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

3. Location where state data will be located, by Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

Name/Location(s) where state data will be located by subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any Contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure Form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: \_\_\_\_\_  
Contractor

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

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

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

# INVOICE

Date: 11/15/2020  
 Invoice # 123

County Name Board of Commissioners	Ohio Department of Health
Street Address	Accounting Office
Town, State, Zip code	246 N. High Street
Phone number	Columbus, Ohio 43215
	614-387-0652

Vendor ID  
 Purchase Order

Job	Payment Terms
Tuberculosis Prevention and Control	Due on receipt
Period of job performance	January 2019 - December 2019
List of served cases including ODRS number	
ODRS #123456	
ODRS #234567	
Total Cases	

Description	Total
PERSONNEL - Jane Doe, RN Salary and Benefits	8500.00
TRAVEL - Jane Doe, RN - Travel for DOT	1500.00
<b>Total Due</b>	<b>10,000</b>

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

# Resolution

Number 20-1589

Adopted Date November 10, 2020

**APPROVE ENROLLMENT AGREEMENT WITH PROFESSIONAL DEVELOPMENT  
ACADEMY**

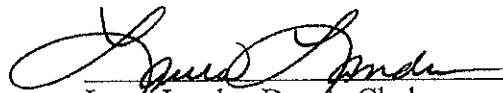
BE IT RESOLVED, to approve the President of the Board to execute an Enrollment Agreement with Professional Development Academy for director training, as attached hereto and made a part hereof.

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 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

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

HR/

cc: c/a –Professional Development Academy  
OMB (file)  
S. Spencer





# Enrollment Agreement

Program Name/Services	Program Start	Program End	# of Users*	Retail Price**	Discounts***	Total Cost of Enrollment†
NACo High Performance Leadership Academy	January 11, 2021	April 16, 2021	5	1,995.00	(\$3,195)	\$6,780.00

<p>* # of Users: If the number of users is specified, access and the license below are limited to that number of users.</p> <p>** Enrollment Price is net price, which is retail price before any discounts or scholarship.</p> <p>† This is the fee for enrollment plus applicable sales tax.</p>	<p><b>Total Invoice Price:</b></p> <p><b>\$6,780.00</b></p>
--	---

<p><b>AGREEMENT NOTES</b></p> <p>COMPANY IS: <b>Warren County, OH</b></p> <p>***Notes for scholarship/discounts: 1<sup>st</sup> participant \$1,495 NACo Scholarship &amp; \$500 PDA Scholarship, \$300 any additional participant. All NACo member counties have a one-time only opportunity for a buy-one-get-one; \$1695 for 2 participants.</p>	<p><b>Enrollment contact</b></p> <p><b>Luke Afeman</b></p>
---	--

**PAYMENT TERMS:** Cost of enrollment will be invoiced within 5 days of signing this Agreement. Payment is due within thirty (30) days upon receipt of invoice or prior to the start of the program, whichever is earlier. Payment via credit card will be assessed an additional 3.5% processing fee.

**ACCOUNTING CONTACT INFORMATION**

Name: <b>Susan Spencer</b>	Title: <b>HR Manager</b>	Phone: <b>513-695-1747</b>
Mailing Address: <b>406 Justice Drive, Lebanon, OH 45036</b>	Email Address <b>Susan.spencer@co.warren.oh.us</b>	

**TERMS & CONDITIONS:** This Letter of Agreement and associated Fees are non-cancelable and non-refundable. We reserve the right to postpone sessions if there is any risk to the quality of the Participant experience. In the case of postponement, Participants will be accommodated at later Program Start dates.

The abovementioned number of users ("Participants") at COMPANY will be enrolled in the selected Program. Participants are expected to begin the Academy at the Program Start date. After enrollment, participants may not reschedule. Substitute participants are permissible before the start of Week 1 of the Program. We ask that the Primary Contact / Signatory below select the substitute participant.

During the term of the Agreement, the Professional Development Academy grants individual Participants a personal, non-exclusive, royalty-free, revocable, non-transferable and non-assignable license to use the Materials. To be sure, Materials means Program-specific materials and resources including publications, websites, webinars, tools and services prepared by the Professional Development Academy, including all portions, subsets and derivatives thereof and additionally: access to program participant learning management system/web portal; live event webinars; ongoing





## Enrollment Agreement

learning activities pre- and post-learning sessions; and graduation packets.

Individual program participants may continue to use Materials following the Program End date, but access to any online tools may be terminated at the Program End date. COMPANY understands and agrees that the license to the Materials is on a per user basis and such Materials may not be shared, copied or otherwise distributed within the COMPANY. COMPANY further agrees to not sublicense, sell, transfer, assign, or display the Materials for any third party. Except for the license granted herein, the Professional Development Academy shall retain all ownership, title and interest in any and all intellectual property relating to the Materials and Services. Access for additional participants can be purchased by contacting your enrollment director. [In recognition of the preferred pricing reflected in this Agreement, COMPANY agrees to provide the Professional Development Academy with a reasonable opportunity to capture and document the value created by the Professional Development Academy at COMPANY for potential use in marketing communications or as a general endorsement of the value of the Professional Development Academy to potential customers. All documentation and value capture from COMPANY will be conducted in compliance with COMPANY's policy regarding endorsements and shall be done utilizing mutually agreeable and convenient methods. Any Professional Development Academy marketing communications or general endorsements comprised of COMPANY information will only be made with COMPANY's prior written consent.]

Signature

Date

*DLY*  
11/16/20

Print Name

David Young

APPROVED AS TO FORM

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





# Purchase Order

Fiscal Year 2020

Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS

Purchase Order # **20002471**

B I L L T O

BOARD OF COUNTY COMMISSIONERS  
406 JUSTICE DRIVE  
LEBANON, OH 45036

V E N D O R

PROFESSIONAL DEVELOPMENT ACADEMY LLC  
16253 SE 130TH AVE  
CLACKAMAS, OR 97015

S H I P T O

BOARD OF COUNTY COMMISSIONERS  
406 JUSTICE DRIVE  
LEBANON, OH 45036

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference		
503-908-5381		202971			
Date Approved	Vendor Number	Date Required	Department/Location		
10/27/2020	1088		COMMISSIONERS		
Item #	Description/Part No	QTY	UOM	Unit Price	Extended Price
1	BOC LEADERSHIP ACADEMY SEMINAR The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading BOC LEADERSHIP SEMINAR ACADEMY FOR 4 INDIVIDUALS GL Account: 11011110 - 5850 \$6,780.00 Cross Reference: 1011110850	1.0	EACH	\$6,780.00	\$6,780.00

It is hereby certified that the amount on this purchase order required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the County Treasury or in the process of collection to the fund free from any obligation or certification now outstanding.

By: Matt Nolan  
Warren County Auditor

VENDOR COPY

PO Total	<b>\$6,780.00</b>
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# Resolution

Number 20-1590

Adopted Date November 10, 2020

AUTHORIZE AMENDMENT NO. 2 TO THE ENGINEERING AGREEMENT WITH STRAND ASSOCIATES, INC. FOR THE SYCAMORE TRAILS WASTEWATER TREATMENT PLANT UPGRADES PROJECT

WHEREAS, Warren County and Strand Associates, Inc. entered into an Engineering Agreement on July 30, 2019 for professional engineering services for the preparation of preliminary design services for the Sycamore Trails Wastewater Treatment Plant Upgrades Project; and

WHEREAS, it is the desire of this Board to amend said Engineering Agreement to allow for additional professional engineering services including the preparation of construction drawings, contract documents, surveying and construction services; and

NOW THEREFORE BE IT RESOLVED, to approve Amendment No. 2 increasing Purchase Order No. 19001038 to Strand Associates, Inc. in the amount of \$175,000 creating a new contract price of \$910,000. Said Amendment, attached hereto and made a part hereof, shall be subject to the following conditions:

1. The scope of services shall be stipulated in October 14, 2020 "Amendment No. 2 to the Engineering Agreement" attached hereto and made a part hereof.
2. Compensation for the additional services shall be in accordance with the July 30, 2019 Engineering Agreement, total additional compensation not to exceed \$175,000.

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 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

cc: c/a—Strand Associates, Inc  
Water/Sewer (file)  
Project file

**AMENDMENT NO. 2  
ENGINEERING AGREEMENT**

**THIS AMENDMENT NO. 2**, effective on the date last executed by the Parties hereto, by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, on behalf of WARREN COUNTY, OHIO (hereinafter "County") and STRAND ASSOCIATES, INC., 615 Elsinore Place, Suite 320, Cincinnati, OH 45202 (hereinafter called the "Consultant").

**WHEREAS**, the County and the Consultant entered into an Engineering Agreement on July 30, 2019 for professional engineering services for the preparation of construction drawings, specifications, and surveying services during the design of the Sycamore Trails Wastewater Treatment Plant Upgrades Project (hereinafter "Project"); and

**WHEREAS**, additional services related to the original project were determined to be necessary or beneficial to the County and were indented as Supplemental Services by said Agreement; and

**WHEREAS**, it is the desire of this Board to amend said Engineering Agreement to allow for additional professional services including the preparation of construction drawings, contract documents, surveying and construction services; and

**NOW, THEREFORE, IT IS AGREED** by and between the County and the Consultant that the Project Agreement is hereby amended as follows:

**SCOPE OF SERVICES**

The contractual scope shall be modified as identified in the Consultant's letter dated, October 14, 2020, attached hereto and made a part hereof.

**COUNTY RESPONSIBILITIES**

The County shall supply the following data/additional services to the Consultant:

1. Provide full information as to the requirements of the project.
2. Assist Consultant by placing at their disposal all available information pertinent to the project.
3. Examine all studies, reports, sketches, drawings, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the service of the Consultant.

## **SCHEDULE**

The Consultant's additional services shall commence upon the execution of this Amendment by both the Consultant and the County. All services shall be completed by March 31, 2023.

## **COMPENSATION**

1. The Consultant's fee for all services performed pursuant to this Amendment shall be on a "per hour" basis for all labor incurred by the Consultant, in accordance with the July 30, 2019 Agreement.
2. Based on the scope of services as described in the Consultant's letter dated , October 14, 2020, total compensation for all additional services performed under this Amendment, and all direct reimbursable costs, shall not exceed \$175,000. The services performed under this Amendment in addition to the services under the original contract, prior amendments, and all direct reimbursable expenses, shall not exceed \$910,000, not including if authorized services.
3. Payment of compensation shall be made to the Consultant within thirty (30) days after the receipt of an invoice from the Consultant.

## **ELECTRONIC FILES**

County has requested that Consultant as part of the Scope of Services provide electronic files for County's use on the Project. The parties hereby agree, Consultant makes no representation as to the compatibility of these files with the county's hardware or software. The files shall not be used by County or anyone receiving the files or data through or from County for any purpose other than that intended. Any use or reuse by County or others will be at County's sole risk and without any responsibility, liability or legal exposure to Consultant.

## **TERMS & CONDITIONS**

Except as provided herein, the July 30, 2019 Engineering Agreement shall remain binding and in force and effect in all other aspects. In the event any conflict or dispute arises between the July 30, 2019 Engineering Agreement and this Amendment No. 2, such conflict or dispute shall be resolved in accordance with the amended obligations set forth in this Amendment No. 2.

[the remainder of this page is intentionally left blank]

**CONSULTANT:**

**IN EXECUTION WHEREOF**, Strand Associates, Inc., has caused this Agreement to be executed by Joseph M. Bunker, its Corporate Secretary, on the date stated below, pursuant to a corporate resolution, authorizing the same.

**STRAND ASSOCIATES, INC.**

SIGNATURE: Joseph M Bunker

NAME: Joseph M. Bunker

TITLE: Vice President and Corporate Secretary

DATE: 10/18/2020

**COUNTY:**

**IN EXECUTION WHEREOF**, the Warren County Board of Commissioners has caused this Agreement to be executed by David Young # President on the date stated below, pursuant to Board Resolution No. 20-0590, dated 11/10/20.

**WARREN COUNTY BOARD OF COMMISSIONERS**

SIGNATURE: D Young

NAME: David Young

TITLE: President

DATE: 11/10/20

Approved as to form:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

Adam Nice  
By: Adam Nice, Asst. Prosecutor



Strand Associates, Inc.<sup>®</sup>  
629 Washington Street  
Columbus, IN 47201  
(P) 812-372-9911  
(F) 812-372-7190

October 14, 2020

Ms. Kathryn Gilbert, Staff Engineer  
Warren County Water and Sewer Department  
406 Justice Drive  
Lebanon, OH 45036

Re: Amendment No. 2 to the Engineering Agreement dated July 30, 2019  
Sycamore Trails Wastewater Treatment Plant Upgrades Project

Dear Kathryn,

We are pleased to present the following changes to Attachments No. 1, No. 3, and No. 4 of the referenced Agreement and Amendment No. 1 as we move forward into final design and construction of improvements to the Sycamore Trails Wastewater Treatment Plant (WWTP).

**Under Attachment 1–Scope of Services,**

**Task 3–Preliminary Design Services,** ADD the following:

- “5. Provide services for preliminary design towards modifying design criteria, plant layout, and equipment for higher flows found during flow metering.
6. Provide topographic survey services for larger facility layout beyond existing site fence for an area of approximately 0.5 acres.”

**Task 4–Final Design Services,**

Item No. 1, REPLACE items a. through i. in their entirety with the following:

- a. New screen structure, including influent multirake screen and heat tracing and bypass channel.
- b. New aeration tanks with manual storm-flow mode operation capabilities and new blowers in outdoor, sound-attenuating enclosures.
- c. Two new circular clarifiers with launder covers and full radius scum removal to address leaf litter.
- d. Two RAS/WAS pumping stations with intermittent pumping capabilities.
- e. One scum/plant drain pumping station.
- f. Masonry Electrical Building, including space for electrical equipment and small desk area, utility sink and benchtop, half bath, and storage.
- g. Ultraviolet disinfection structure with disinfection equipment and effluent flow metering weir.
- h. Modifications to existing disinfection tank and new post-aeration equipment.
- i. New sludge holding tank with coarse bubble aeration equipment and blower in outdoor, sound-attenuating enclosure.
- j. Permanent, backup power diesel generator and automatic transfer switch.
- k. Demolition of unused existing structures and equipment.

BLR:raf:mro:R:\COL\Documents\Agreements\WWWarrenCoWater&SewerDept\SycamoreTrail\WWTPUpgrades 2019\Agr\Amd\4640.003.AmdNo2L.tr.docx



Ms. Kathryn Gilbert, Staff Engineer  
 Warren County Water and Sewer Department  
 Page 2  
 October 14, 2020

- l. Site improvements, including electrical service upgrade, additional exterior lighting, and additional yard hydrants.
- m. Plantwide programmable logic controller to monitor equipment and to control influent screen, blowers, and pumps.
- n. 25 feet by 20 feet unconditioned pole barn storage building.”

REPLACE item No. 4 in its entirety with the following:

- “4. Prepare Bidding Documents using County-provided front-end documents based on Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2007 edition, technical specifications, and engineer drawings. Front-end documents shall require the contractor to name Consultant as an additional insured on contractor’s General Liability and Automobile Liability insurance policies and to indemnify Consultant to the same extent that the contractor insures and indemnifies County.”

ADD the following:

- “11. Prepare a Warren County Earth Disturbing permit application and submit along with forms and documentation to the Warren County Soil and Water Conservation District.”

**Task 6–Construction-Related Services**, item No. 3, CHANGE 16-month to “18-month.”

**Task 7–Resident Project Representative Services**, REPLACE the third sentence in its entirety with the following:

“RPR efforts are anticipated to be approximately 20 hours each week within a five-day work week for 16 months of the 18-month construction duration, for a total of 1,380 hours.”

**Under Attachment 3–Compensation by Task**,

REPLACE the table in its entirety with the following:

Service	Fees
Task No. 1–Data Collection and Review Services	\$ 28,000
Task No. 2–Alternative Analysis and Preliminary Design Report Services	\$ 44,000
Task No. 3–Preliminary Design Services	\$150,000
Task No. 4–Final Design Services	\$225,000
Task No. 5–Bidding-Related Services	\$ 24,000
Task No. 6–Construction-Related Services	\$220,000
Task No. 7–Resident Project Representative Services	\$184,000
Task No. 8–Operation and Maintenance Manual Services	\$ 35,000
<b>Total</b>	<b>\$910,000</b>
If-Authorized–Easement Services	\$ 4,800
If-Authorized–Property Transfer Documentation Services	\$ 9,300
If-Authorized–Post-Construction Services	\$ 20,000”

ADD the following:

“The above fees are exclusive of the following:

Ms. Kathryn Gilbert, Staff Engineer  
 Warren County Water and Sewer Department  
 Page 3  
 October 14, 2020

1. Permit and Plan Review Fees: County shall be responsible for all permit and plan review fees payable to regulatory agencies
2. Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor: The terms of the construction Contract call for the construction contractor to reimburse County for Consultant’s cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction. Consultant’s cost for such evaluations is not included in the scope of this Agreement. Services of this type by Consultant will be provided through an amendment to this Agreement.
3. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement

Under **Attachment 4–Proposed Schedule**, CHANGE December 31, 2022, to “March 31, 2023,” DELETE the preliminary schedule Gantt chart in its entirety, and ADD the following:

<u>“Task Name</u>	<u>Anticipated Start</u>	<u>Anticipated Finish</u>
Preliminary Design	February 28, 2020	September 17, 2020
Flow Monitoring	February 28, 2020	June 8, 2020
Redesign and Coordination	June 8, 2020	July 31, 2020
30 Percent Design	August 1, 2020	September 17, 2020
Final Design	September 17, 2020	February 26, 2021
OEPA NPDES and PTI Review	March 1, 2021	June 25, 2021
Bidding and Award	June 28, 2021	September 24, 2021
Construction (Substantial Completion)	September 27, 2021	January 31, 2023
Final Completion	February 1, 2023	March 31, 2023”

We look forward to continuing to work with the County on this project.

Sincerely,

STRAND ASSOCIATES, INC.®

*Brandi L. Rodriguez*  
 Brandi L. Rodriguez, P.E.

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

# Resolution

20-1591  
Number \_\_\_\_\_

November 10, 2020  
Adopted Date \_\_\_\_\_

**AUTHORIZE THE FOURTH AMENDMENT TO THE WARREN COUNTY WATER AREA CONTRACT WITH THE CITY OF CINCINNATI**

WHEREAS, Cincinnati and the Board of County Commissioners of Warren County, Ohio entered into a Warren County Water Area Contract dated February 17, 1995, providing for Cincinnati to supply surplus water within portions of Warren County defined in that agreement as the retail water area and wholesale water area; and

WHEREAS, the County and Cincinnati entered into the First Amendment to the Warren County Water Area Contract on December 12, 1996 to collaborate on the construction of a Cincinnati transmission main on State Route 3/U.S. Route 22, allowing Cincinnati to provide wholesale water to the Western Water Company; and

WHEREAS, the County and Cincinnati entered into the Second Amendment to the Warren County Water Area Contract on June 17, 1997 to allow for improvements to increase the potential flow to Warren County including the construction of a transmission main along Columbia Road and Socialville-Fosters Road and oversizing of the State Route 3/ U.S. Route 22 transmission main; and

WHEREAS, the County and Cincinnati entered into the Third Amendment to the Warren County Water Area Contract on January 31, 2017 to clarify the retail service boundary along Fields Ertel Road at the Cross Creek Estates residential development; and

WHEREAS, the Greater Cincinnati Water Works (GCWW) and the City of Mason have constructed water transmission mains in areas of Union Township that are not currently served by the Warren County Water and Sewer Department ; and

WHEREAS, the County and Cincinnati agree that the certain residential homes in these areas could be serviced by GCWW; and

NOW THEREFORE BE IT RESOLVED, that the Board of Warren County Commissioners does hereby approve and execute the Fourth Amendment to the Warren County Water Area Contract with the City of Cincinnati, such Fourth Amendment is effective immediately and is attached hereto and make a part of hereof.

BE IT FURTHER RESOLVED, that all the provisions of the aforesaid Warren County Water Area Contract shall remain unchanged by this action.

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 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

cc: c/a—City of Cincinnati  
Water/Sewer (file)

**FOURTH AMENDMENT  
TO THE WARREN COUNTY WATER AREA CONTRACT**

This *Fourth Amendment to the Warren County Water Area Contract* ("Fourth Amendment") is made and entered into on the Effective Date (as defined on the signature page hereof) by and between the City of Cincinnati ("Cincinnati"), acting through its City Manager, and the Board of County Commissioners of Warren County, Ohio ("County"), acting pursuant to Chapters 307 and 6103 of the Revised Code of Ohio.

**WITNESSETH:**

WHEREAS, Cincinnati and the Board of County Commissioners of Warren County, Ohio entered into a *Warren County Water Area Contract* dated February 17, 1995 (as amended, the "Contract"), providing for Cincinnati through its Greater Cincinnati Water Works (GCWW) to supply surplus water within portions of Warren County defined in that agreement as the retail water area and wholesale water area; and

WHEREAS, the County and Cincinnati entered into the *First Amendment to the Warren County Water Area Contract* on December 12, 1996 to collaborate on the construction of a transmission main on State Route 3/U.S. Route 22, allowing Cincinnati to provide wholesale water to the Western Water Company; and

WHEREAS, the County and Cincinnati entered into the *Second Amendment to the Warren County Water Area Contract* on June 17, 1997 for improvements including the construction of a transmission main along Columbia Road and Socialville-Fosters Road and oversizing of the State Route 3/U.S. Route 22 transmission main to increase the supply of water to Warren County; and

WHEREAS, the County and Cincinnati entered into the *Third Amendment to the Warren County Water Area Contract* dated February 15, 2017 to clarify the retail service boundary along Fields Ertel Road at the Cross Creek Estates residential development; and

WHEREAS, certain properties in the unincorporated area of Warren County (listed in Exhibit A hereto) (the "Properties") do not currently have public water service, and do not have convenient access to a Warren County Water main; and

WHEREAS, GCWW has water mains in the vicinity of the Properties and is able to provide retail water service to the Properties; and

WHEREAS, the County and Cincinnati desire to enter into this Fourth Amendment to add the Properties to the "Warren County Retail Water Area" as defined in the Contract so that they may be served by Cincinnati's GCWW under the Contract's terms;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements contained herein, the parties hereto agree to amend and supplement the Contract as follows:

1. **Warren County Retail Water Area.** The definition of “Warren County Retail Water Area” in Section 1 (b) of the Contract shall be amended to add the parcels listed on Exhibit A and depicted in the map on Exhibit B hereto.
2. **Ratification.** All terms of the Contract not amended hereby or not inconsistent herewith shall remain in full force and effect and by this reference are incorporated herein as if fully rewritten herein, and the Agreement, as amended hereby, is hereby ratified by the parties.
3. **Counterpart execution.** This Amendment may be executed in counterparts and the parties shall have the right to transmit signature pages to each other electronically in lieu of exchanging original pages.
4. **Exhibits.** The following exhibits are hereby attached and incorporated into this Fourth Amendment:
  - a. Exhibit A – List of the Properties
  - b. Exhibit B – Map depicting the Properties

[SIGNATURE PAGES FOLLOW]

**CITY OF CINCINNATI**

IN WITNESS WHEREOF, the City of Cincinnati has caused this Amendment to be executed by its City Manager on the date stated below, pursuant to Ordinance No. \_\_\_\_\_, dated \_\_\_\_\_.

**CITY OF CINCINNATI**

By: \_\_\_\_\_  
Paula Boggs Muething, City Manager  
Date: \_\_\_\_\_, 20\_\_

**RECOMMENDED BY:**

\_\_\_\_\_  
Cathy B. Bailey, Director  
Greater Cincinnati Water Works

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Andrea Yang, Assistant City Solicitor

**CERTIFICATION OF FUNDS:**

Date: \_\_\_\_\_  
Funding: \_\_\_\_\_  
Amount: \_\_\_\_\_

\_\_\_\_\_  
Karen Alder, Finance Director

WARREN COUNTY:

IN EXECUTION WHEREOF, the Warren County Board of Commissioners has caused this Agreement to be executed by David Young its President, on the date stated below, pursuant to Board Resolution No. 20-1591, dated 11/10/20.

THE BOARD OF COUNTY  
COMMISSIONERS WARREN COUNTY,  
OHIO

SIGNATURE: 

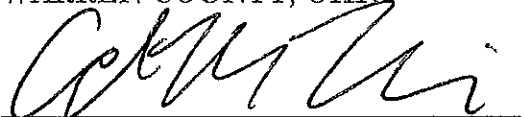
NAME: David Young

TITLE: President

DATE: 11/10/20

Approved as to form:

DAVID FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO



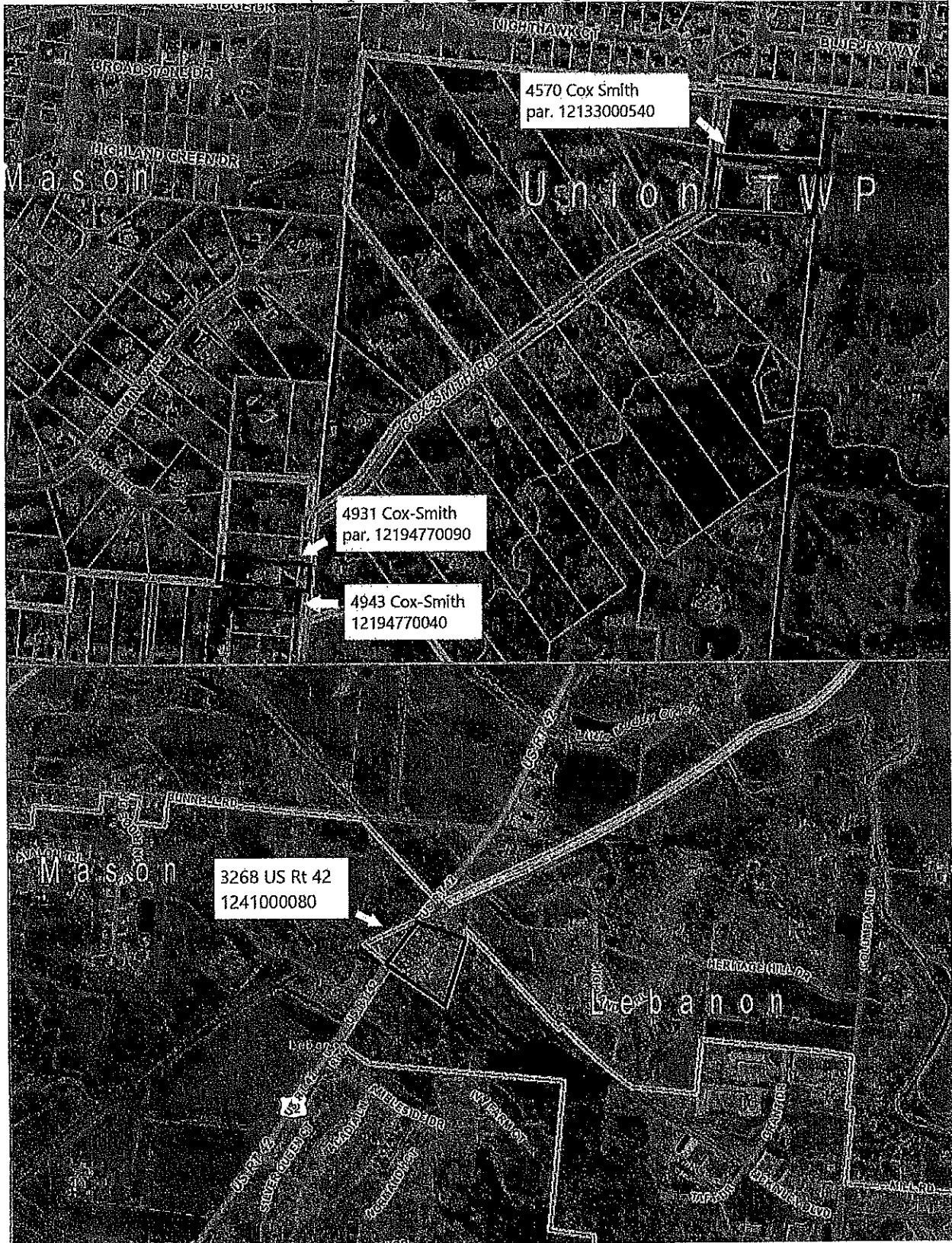
By: Adam Nice, Assistant Prosecutor

EXHIBIT A  
To *Fourth Amendment to the Warren County Water Area Contract*  
(List of the Properties)

Exhibit A (Revised 10/22/2020)				
Account No.	Parcel No.	Area (Acres)	House Number	Road
6606334	12133000540	2.24	4570	Cox-Smith Road
6500871	12194770090	0.97	4931	Cox-Smith Road
6500439	12194770040	0.61	4943	Cox-Smith Road
6600778	12141000080	10.00	3268	US Rt 42



EXHIBIT B  
To Fourth Amendment to the Warren County Water Area Contract  
(Maps depicting the Properties)



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

# Resolution

Number 20-1592

Adopted Date November 10, 2020

AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO A SALES ORDER AND SERVICE MAINTENANCE AGREEMENT WITH COMDOC, INC ON BEHALF OF THE WARREN COUNTY WATER AND SEWER DEPARTMENT

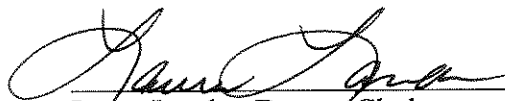
BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Sales Order and Service Maintenance Agreement with ComDoc Inc., on behalf of the Warren County Water and Sewer Department for the purchase of a Xerox Color C7025T2 Printer, copy of said sales order and service maintenance 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 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

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

mbz

cc: c/a—ComDoc, Inc.  
Water/Sewer (file)

8247 Pittsburg Avenue NW  
North Canton, OH 44720

# SALES ORDER

www.comdoc.com




Order Date	Sales Rep	Branch #	Tax Exempt	Customer Purchase Order #
10/21/20	sconnor	SWT	Yes	
<i>If paying by credit card, please complete the comdoc Credit Card Form with the relevant card information.</i>				

BILL TO:				SHIP TO:				
NAME	County of Warren			NAME	County of Warren - Waynesville Wastewater Treatment Plant			
ADDRESS	406 Justice Dr Rm 323			ADDRESS	444 South US 42			
CITY	Lebanon	STATE	OH	ZIP	45036-2523	CITY	Waynesville	
				STATE	Ohio		ZIP	45068
CONTACT	Michael Zeher	PHONE	(513) 695-1642		CONTACT	Michael Zeher	PHONE	513.695.1642
EMAIL	Michael.Zeher@co.warren.oh.us			EMAIL	Michael.Zeher@co.warren.oh.us			

**EQUIPMENT AND ACCESSORIES**

Quantity	Model/Description	Unit Price	Extended Price
1	XEROX NEW C7025T2 CLR KIT (STOCK)		\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
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			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
		Sub-Total	\$0.00

**COMMENTS:**


**APPROVED AS TO FORM**  
  
**Adam M. Nice**  
**Asst. Prosecuting Attorney**

Purchase Price	\$4,200.00
On Site Implmnt/ Professional Svcs	\$0.00
Delivery	\$0.00

**Remote Install:**  
 You agree to use our 3-step Remote Connectivity process that will allow us to proactively install your network information on the equipment prior to delivery to your location:  
 1) We will contact your IT resource for your primary network information,  
 2) We will assist your IT resource in loading the necessary print drivers on your server or up to 5 individual computers,  
 3) When applicable, we will remove your existing device(s) when your new equipment is installed.  
 During this process, if there are any questions or you need assistance, please contact our Customer Support Team at 800-321-4846.

<b>Total Price BEFORE Tax</b>	<b>\$4,200.00</b>
PLUS any applicable sales tax. A convenience fee will be added to your trade purchase for credit card payments, as applicable by state law.	

IT Resource Name	IT Resource Phone	IT Resource Email	
Michael Zeher	(513) 695-1642	Michael.Zeher@co.warren.oh.us	

Customer Signature	Printed Name	Title	Date
	David Young	President	11/10/20

## TERMS AND CONDITIONS

1. **Definitions.** The first page of this Sales Order is called the Cover Page. The Cover Page and the Terms and Conditions page, along with a listing of additional goods on Schedule A (if attached), represent the agreement (the "Agreement") between ComDoc, Inc. (the "Company") and the Customer, as defined on the Cover Page ("Customer"), with respect to the purchase of those certain goods identified on the Cover Page and Schedule A, if attached (the "Goods" or "Equipment").
2. **Scope.** This Agreement may be executed for:
  - a) **A SALE of the Goods.** If a SALE, subject to any special terms indicated on the Cover Page or Schedule A, the Company hereby offers to sell and Customer hereby accepts to purchase those Goods in the quantity and for the price indicated on the Cover Page (and/or Schedule A). Payment terms are Cash on Delivery ("COD"). Alternatively, if Customer has a verifiable credit account in good standing with Company, Customer may elect to be invoiced for the Goods. In any circumstance, Customer will pay invoices within 30 days after the invoice date. A late charge will be assessed against Customer on invoice balances 10 days or more overdue at the rate of 1.5 percent per month, but not in excess of the lawful maximum. ~~The Customer is responsible for paying for all collection fees, attorney fees and court costs incurred by the Company in enforcing the terms of this Section 2(a).~~
  - b) **A LEASE of the Goods.** If a LEASE, Customer will execute a separate leasing agreement which will fund the purchase of those Goods in the quantity indicated on the Cover Page for the benefit of Customer. Upon execution of leasing documents, the Customer shall be responsible to leasing company to satisfy the terms and conditions of the leasing documents. If, however, a LEASE cannot be so executed within 15 days of Customer's execution of this Agreement, Customer must immediately return the Goods to Company in Like New condition.
  - c) **A RENTAL of the Goods.** If a RENTAL, Customer will execute a separate rental agreement with the Company. Customer shall be responsible for satisfying the terms and conditions of the rental agreement.
3. **Acceptance and Non-Cancellation.** This Sales Order and Agreement shall become binding upon the Customer's execution of this Agreement and may not be cancelled or altered thereafter without the Company's written consent.
4. **Delivery and Installation.** Unless specified otherwise on the Cover Page, the Company shall deliver and install the Goods at the location specified by Customer on the Cover Page unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") requirements; (3) the Goods are to be delivered to a location outside of the Company's service area. All risk of loss will transfer to the Customer upon delivery.
5. **Taxes.** Customer shall pay all federal, state, and local sales, use, property, excise, or other taxes imposed on or with respect to the purchase price of the Goods.
6. **Force Majeure.** The Company shall not be determined to be in default of any provision herein or be liable for any delay, failure in performance or interruption of services resulting from acts of God, civil or military catastrophe, strikes, embargoes, transportation delays, inability to obtain materials from suppliers, product deficiencies, or any other situation beyond the reasonable control of the Company.
7. **Default.** Customer will be in default of this Agreement if Company does not receive payment within 10 days after the date payment is due or Customer breaches any other obligation under this Agreement. ~~Customer will pay all reasonable costs, including attorneys' fees, incurred by the Company to enforce this Agreement and/or any disputes arising with regard to the Goods.~~ In addition to any remedies under the law, if Customer breaches this Agreement and fails to cure said breach within 20 days after receipt of notice from the Company, the Company may terminate this Agreement.
8. **Indemnification:** ~~(i) Customer is responsible for any losses, damages, penalties, claims, suits, and actions (collectively "Claims") whether based on a theory of contract, tort, strict liability, or otherwise caused by or related to or in any manner arising out of the use, ownership, possession, or funding or financing of the Goods (including but not limited to the negligence of Customer, Customer's employees or agents, or any third party), and (ii) Customer is responsible for any and all costs and attorneys' fees incurred by the Company relating to any such claim. Customer will reimburse and, if requested, defend the Company at Customer's own cost and expense, against any Claims. Customer's obligations under this Section 8 shall survive termination of this Agreement.~~
9. **WARRANTIES AND LIMITATION OF LIABILITY ON WORK PERFORMED.** THERE ARE NO WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, ON ANY GOODS PROVIDED BY COMPANY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO OBLIGATION OR LIABILITY SHALL GROW OUT OF THE COMPANY RENDERING TECHNICAL OR OTHER ADVICE IN CONJUNCTION WITH GOODS PROVIDED UNDER THIS AGREEMENT.
10. **Limitation of Liability.** The Company's total liability to Customer for any claim, whether based in contract, tort, common law, or statute, arising out of, connected with, or resulting from the furnishing or failure to furnish any Goods under this Agreement (and the associated delivery and installation of said goods) shall not exceed the cost paid by the Customer for the Goods which give rise to the claim. In no event shall the Company be liable for any incidental, consequential, or special damages incurred by Customer or any third party, including without limitation any loss of use, loss of anticipated profits, costs or downtime, or for substitute equipment, and any claims of Customer's clientele for service interruptions or failure to supply.
11. **Limited License to Use Software.** The Company grants Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with the Equipment ("Base Software") with which it was delivered; and (b) software and accompanying documentation identified on the Cover Page as "Application Software" only on any single unit of Equipment for as long as Customer is current in the payment, including any applicable software license fees (if any). Third Party Software may also be obtained under this Agreement and may be subject to a separate End User License Agreement. "Base Software," "Application Software," and "Third Party Software" are referred to collectively as "Software". Customer has no other rights and may not (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this subsection). The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; (ii) Customer is a lessor of the Equipment and its first lessee no longer uses or possesses it; or (iii) upon the expiration of any installment payments under which Customer has rented or leased the Equipment (unless Customer has exercised an option to purchase the Equipment). Neither Company nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted.
12. **Governing Law.** This Agreement shall be governed by the laws of the state of Ohio without regard to the conflict of laws or principles of such states.
13. **Errors.** The Company reserves the right at its sole discretion to correct clerical and typographical errors in this Agreement.
14. **Severability.** The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision.
15. **Modifications.** No modification, amendment, or other change shall be binding on the parties unless agreed to in writing by each party's authorized representative.
16. **Waiver.** The waiver of any breach of any of the terms and conditions set forth herein shall not be construed as a waiver of any other breach. The failure of either party to exercise any right arising from any default of the other party hereunder shall not be deemed to be a waiver of such right.
17. **Relationship.** The relationship of the parties established under this Agreement is that of independent contractor and neither party is a partner, employee, agent or joint venturer of or with the other.
18. **Assignment.** Any assignment of this Agreement by Customer without the prior written consent of the Company shall be void and unenforceable.

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ANN  
1/3/20



# ComDoc Connect

**Customer Information and Requested Services**

**Customer:** County of Warren  
**Address:** 406 Justice Dr Rm 323  
 Lebanon, OH 45036-2523

**Billing Phone Number:** (513) 695-1642

**Network Administrator:** Michael Zeiher  
**Admin. Phone Number:** (513) 695-1642  
**Admin. Email Address:** Michael.Zeiher@co.warren.oh.us  
**Alternate Contact:** \_\_\_\_\_  
**Alt. Contact Phone Nbr:** \_\_\_\_\_  
**Authorized Signer:** \_\_\_\_\_  
**Authorized Signer Phone Nbr:** \_\_\_\_\_  
**ComDoc Prof. Services Engineer:** \_\_\_\_\_

**Sales Rep:** sconnor

- Covered services (check ALL that apply)**
- Standard Network Print Connection  
 Number of Workstations \_\_\_\_\_  
 Operating System \_\_\_\_\_
- Standard Scanning Option  
 Number of Workstations \_\_\_\_\_  
 Operating System \_\_\_\_\_
- Scan to Email       Scan to Folder
- Fax Option (PC Fax)       Internet Fax

**List Equipment or Xerox Model Numbers:** (Attach separate sheet for additional locations.)

(1) 7025

**Support Services**

1. The equipment listed above is covered under **ComDoc Connect**, ComDoc's Connectivity Remote Support agreement. This agreement covers the services of our Professional Service Engineers in supporting the connectivity of the office equipment purchased or leased from ComDoc and listed above.
2. **ComDoc Connect** remote services provide continued support for the printing, scanning and connectivity functions of multi-functional products originally installed under ComDoc's Installation.
3. ComDoc will provide our highest level resources to support your individual connectivity requirements. Our Professional Services Team will assist your Network Administrator, IT Support Staff and office personnel to resolve any issues with connectivity, printing, scanning and/or faxing for the equipment covered under this agreement. Our Team's goal is to help resolve any problems promptly to help your staff be more productive and operate more efficiently.
4. It is the responsibility of the customer to perform all necessary operating system and application updates to the computers and/or servers. The customer is also responsible for performing system and data backups of all computers and servers. ComDoc bears no responsibility for any damage done to, or for information lost from said PC's, servers, or other network hardware.
5. **ComDoc Connect** remote services do not include equipment relocation or reinstallation. Also not included under **ComDoc Connect** are equipment failures, maintenance or malfunctions, which are covered under a separate agreement. Support for document management software, EIP solutions (Scan to PC, ScanFlowStore, Docushare, etc.), scanning software, forms management applications, computers, servers and networks is also not included under **ComDoc Connect**.
6. **ComDoc Connect** remote services are provided during normal business hours, 8 am to 5 pm, Monday through Friday, except on holidays.
7. **ComDoc Connect** remote services provided after hours, or on weekends or holidays, if available, will be billed at the standard rates in effect at the time the service call is performed.

**ComDoc Agreement Clarifications**

**On-going ComDoc Connect support includes:**

- Remote support for printing and scanning issues \*
- Replacement of corrupted print and/or scan drivers
- Installation of firmware updates for connected product
- New version releases of print and/or scan drivers
- Support for configuration of multi-functional systems
- Installation and testing of system upgrades & software \*\*

**Customer Responsibilities:**

- Maintain proper power and telephone line, if applicable
- Provide active network connection near equipment
- Provide all network cables
- Provide proper credentials for print/scan setup
- All computer & server data backups completed
- All updates and service packs to computers completed

\* Onsite support may incur further costs

\*\* System upgrades and software must have been purchased from ComDoc to be installed and tested under this agreement

**Covered Operating Systems and Applications**

Workstation Operating Systems: Win XP, Win 7, Win 8.1, Win 10, MAC 10.5, 10.6, 10.7, 10.8, 10.9

Networking Operating Systems: Win 2003 (32 or 64 bit), Win 2008 (32 or 64 bit), Win 2011 (32 or 64 bit), Win 2012 (32 or 64 bit), MAC OSX

**Miscellaneous Terms and Conditions**

All third party application support is provided on a billable, best effort basis. Best effort is based upon ComDoc's experience, ability to contact the customer's vendor support, and customer knowledge. ComDoc makes no representation of any ability to support best effort applications. In support of software applications and other ancillary products, customer may incur third party vendor technical support charges. This agreement shall not apply to any system failures resulting in whole or part from accident, abuse, misuse, theft, neglect, computer viruses, acts of third parties, fire, water, excess heat or cold, casualty, or any other natural force, and any loss or damage occurring from uncontrollable circumstances. ComDoc may withhold service or support or terminate this Agreement if customer fails to comply with any of the items or conditions of this agreement, or is thirty days past due on any ComDoc invoice. This Agreement is not transferable, nor refundable. Contract is subject to an annual increase. The Effective Date of this contract will be the 1st day of the month following the equipment delivery or contract signature date. This agreement may be prorated to run coterminous with your current contracted equipment.

**Confidentiality**

All disks, tapes, media, process reports and information of any nature that are made available by the Customer, or that become available to ComDoc by virtue of this Agreement or the relationship created by this Agreement, shall be held in strict confidence by ComDoc. Such confidential disclosures that are made or such confidential information that become available to ComDoc are subject to the confidentiality clause.

**ComDoc Connect Fees**

**ComDoc Connect Support Services rate**

1st to 20th MFP Units	1	@	\$100 per unit per year	=	\$100
21st to 40th MFP Units	0	@	\$90 per unit per year	=	\$0
Additional MFP units at 41st +	0	@	\$50 per unit per year	=	\$0
			<b>TOTAL</b>	=	<b>\$100</b>

**Conclusion**

Upon Approval by ComDoc, this Agreement will renew automatically for succeeding one-year periods commencing on the expiration of the original term, unless Customer notifies ComDoc within 30 days prior to the expiration date of this Agreement or any subsequent renewal periods.

Approved X \_\_\_\_\_



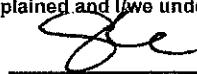
Date 11/10/20

Declined X \_\_\_\_\_

Date \_\_\_\_\_


ComDoc Connect has been explained and I/we understand the limitations of this agreement

ComDoc Officer Approval: \_\_\_\_\_



**APPROVED AS TO FORM**

Date 10-27-20

  
 Adam M. Nice  
 Asst. Prosecuting Attorney

**MANAGED PRINT SERVICES AND MAINTENANCE AGREEMENT**



**BILL TO**

Name County of Warren  
 Address 406 Justice Dr Rm 323  
 City Lebanon State OH Zip 45036-2523  
 Contact Name Michael Zelher  
 Contact Telephone (513) 695-1642

Term of Agreement: 60 (Months) Meter Reconciliation Period:  Monthly  Quarterly  Annual  
 Monthly Base Amt: \$ \$0.00 Monthly Base Billing Period:  Monthly  Quarterly  Annual

Black Impressions	Color Impressions	Special Instructions	
Up to <u>0</u> black impressions per month  Additional black impressions at <u>0.00840</u> per impression	Up to <u>0</u> color impressions per month  Additional color impressions at <u>0.06000</u> per impression	This agreement is all inclusive less paper and staples unless specified in the special instructions above.	
Black Managed Print Impressions	Color Managed Print Impressions	# Months Included	Software Support Inclusions Description
Up to <u>0</u> black impressions per month  Additional black impressions at <u>0.00000</u> per impression	Up to <u>0</u> color impressions per month  Additional color impressions at <u>0.00000</u> per impression	1 2	Any additional software not listed above or maintenance and support beyond the term indicated above are in addition to this agreement. Any other professional services and analyst coverage in addition to an initial statement of work and install warranty will be provided on a billable time and material basis.

EQUIPMENT COVERED BY THIS AGREEMENT									
#	Model Number	Serial Number	Equip. Number	Start Black Meter	Start Color Meter	Flat Rate	Department	Location Address (if different than above)	Meter Read Email Address
1	7025								
2									
3									
4									
5									

See Addendum A for additional Placements

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT.

Customer's Authorized Signature

David Young  
 Print Name  
 \* [Signature]  
 Signature  
11/10/20  
 Date

ComDoc, Inc

Sarah Connor  
 Print Name  
[Signature]  
 Signature  
10.27.20  
 Date

APPROVED AS TO FORM

[Signature]  
 Adam M. Nice  
 Asst. Prosecuting Attorney

## TERMS AND CONDITIONS

1. **SERVICES:** Throughout this Agreement the words "We," "Our," and "Us" refer to Company. The words "You" and "Your" refer to the Customer Indicated on the reverse. This Agreement covers both the labor and materials for adjustments, repairs, travel and replacement of parts necessitated by normal use of the Equipment listed on the face of this Agreement or in Schedule A ("Services"). Replacement parts may be new, reprocessed, or recovered. Additional fees may be charged for Services provided outside Company's normal business hours or for computer/network issues and will be at Company hourly rates in effect at the time of Service. You shall provide adequate space and electrical service for the operation of the Equipment in accordance with UL and/or manufacturer's specifications. If at any time during the Term of this Agreement, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company and provide Company right of first refusal to provide Services for added equipment. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Service. If approved, the Agreement will be amended to include such changes, including pricing modifications. Unless otherwise agreed to in writing, Customer remains solely responsible for any and all Customer data stored within the Equipment and the removal of such data upon removal of Equipment or termination of this Agreement. Services do not include the following: (a) repairs due to misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (b) use of options, accessories, products, supplies not provided by Company, (c) non-Company alterations, relocation, or service; (iv) loss or damage resulting from accidents, fire, water, or theft, (d) maintenance requested outside Company's normal business hours or this Agreement. (e) hard drive replacement and/or (f) Thermal Heads and MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or parts for Scanners, (g) Wireless NIC cards and external printer accessories (i.e. scanners, sorters, mailboxes, envelope feeders).
2. **SUPPLIES:** Supplies are included in this Agreement. Supplies provided by Us are not for resale and are in accordance with the copy volumes set forth on the face of this Agreement and within the manufacturer's stated yields and do not include staples or paper. Unless otherwise noted, this Agreement does not include MICR toner or print heads for thermal label printers. Supplies are to be used exclusively for the Equipment and remain our property until consumed. You will return, or allow Us to retrieve, any unused supplies at the termination/expiration of this Agreement. You are responsible for the cost of excess supplies. Supplies will be via UPS Ground. All shipping methods, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service, will be billed to the Customer. We may charge you a monthly supply freight fee to cover our costs of shipping supplies to You.
3. **INSPECTION:** We reserve the right to inspect all Equipment to be covered under this Agreement to ensure that it is in good mechanical condition prior to the commencement of this Agreement. Should the Equipment require repair or overhaul, repairs will be made at an hourly rate plus the cost of parts.
4. **METER READS:** You authorize Equipment to be connected to automatic meter reading software and/or device or, if We otherwise request, you will provide us with accurate meter readings for each item of Equipment when and by such means as We request. If You do not permit the Company to use automatic meter reading software and/or devices, We may charge a monthly fee for manually performing meter reads. If You do not provide meter reads as required, We may estimate the reading and bill accordingly.
5. **TERM AND PAYMENT:** Except as otherwise provided for herein, this Agreement is non-cancelable and will commence on the date of installation or labeling in the case of owned printers and remain in effect throughout the Term. The meter count at installation or, in the case of owned printers, at assessment, will be used for overage calculations. Unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods at the then current rate. You agree to pay Company the Minimum Monthly Payment and all other sums when due and payable. The Minimum Monthly Payment entitles you to Services for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on page 1 of this Agreement and will be billed in advance. In addition, You agree to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the face of this Agreement. A Print/Copy is defined as standard 8.5"x11" copy (larger size copies may register two meter clicks). No credit will be applied towards unused copies/prints. Your obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not paid within 30 days of its due date, you will pay a late charge not to exceed 5% of each late payment (or such lesser rate as is the maximum allowable by law). Company has the right to withhold service and supplies, without recourse, for any non-payment. Unless otherwise stated on the face of this Agreement, Company may increase the Base Charge and/or the Overage Rates on an annual basis. Company reserves the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee not to exceed \$100 per invoice. Company may charge a fee for meter resets.
6. **TAXES:** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to Us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.
7. **WARRANTY:** You acknowledge that the Equipment covered by this Agreement was selected by You based upon your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR, FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED. IN PARTICULAR, BUT WITHOUT LIMITATION, NO WARRANTY IS GIVEN THAT EQUIPMENT IS SUITABLE FOR PURPOSES INTENDED BY CUSTOMER.
8. **LIMITATION OF LIABILITY:** In no event, shall Company be liable for any indirect, special, incidental or consequential damages (including loss profits) whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.
9. **DEFAULT; REMEDIES:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by you of any obligation herein; or (c) if you cease doing business as a going concern. If you default, Company may: (1) require future Services, including supplies to be paid in advance, (2) require you to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with you, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing periods or the face value of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.
10. **ASSIGNMENT:** You may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.
11. **NOTICES:** All notices required or permitted under this Agreement shall be by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to you shall be effective three days after it has been deposited in the mail, duly addressed. All such notices to Company from you shall be effective after it has been received via registered U.S. Mail.
12. **INDEMNIFICATION:** You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability of otherwise caused by or related to Your use or possession of the Equipment, and (b) all costs and attorneys' fees incurred by Us relating to such claim.
13. **FAX EXECUTION:** A faxed or electronically transmitted version of this Agreement may be considered the original and you will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.
14. **MISCELLANEOUS:**
  - a) Choice of Law. This Agreement shall be governed by the laws of the state of Ohio (without regard to the conflict of laws or principles of such states);
  - b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT;
  - c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, proposals or negotiations, whether oral or written,
  - d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect;
  - e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided you agree that we are authorized, without notice to you, to supply missing information or correct obvious errors provided that such change does not materially alter your obligations;
  - f) Force Majeure. Company shall not be responsible for delays or inability to service caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors
15. **PRINTER ADDS:** In order to add a printer to this Agreement, You must provide Us a printer configuration page to include printer model number, serial number and current print meter prior to Us adding the printer. Based on this information, We will determine, at Our sole discretion, if the printer can be added to this Agreement. All like models must be included in this Agreement. If We discover a printer that is not part of this Agreement, You agree to add the printer to this Agreement and begin paying the cost per page (or flat rate, if not networked) in effect from the current meter read. You are required to notify Us of any additional Equipment at Your site capable of using toner cartridges that We provide. Such Equipment shall automatically be covered by this Agreement and shall be considered the "Equipment" for all purposes under this Agreement. In the event that a printer model is added, but this model is NOT a like model, Customer agrees that ComDoc can add this printer to contract at the pricing levels then in effect for that particular model.



## ADDENDUM TO MANAGED PRINT SERVICES AND MAINTENANCE AGREEMENT

This Addendum is made a part of that certain Managed Print Services and Maintenance Agreement ("Agreement") between ComDoc, Inc. ("We", "Our" and "Us") and County of Warren ("You" and "Your") executed by Customer on \_\_\_\_\_, 2020. Capitalized terms used herein but not defined herein will have the same meaning given to them in the Agreement.

With regards to Section(s):

On page 2, Section 5 – Term and Payment shall be removed in its entirety and replaced with the following paragraph:

- 5. TERM AND PAYMENT:** *Except for an event of Non-Appropriation of funds (defined below) and as otherwise provided for herein, this Agreement is non-cancelable and will commence on the date of installation or labeling in the case of owned printers and remain in effect throughout the Term. The meter count at installation or, in the case of owned printers, at assessment, will be used for overage calculations. Unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods at the then current rate. You agree to pay Company the Minimum Monthly Payment and all other sums when due and payable. The Minimum Monthly Payment entitles you to Services for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on page 1 of this Agreement and will be billed in advance. In addition, You agree to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the face of this Agreement. A Print/Copy is defined as standard 8.5"x11" copy (larger size copies may register two meter clicks). No credit will be applied towards unused copies/prints. Your obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not paid within 30 days of its due date, you will pay a late charge not to exceed 5% of each late payment (or such lesser rate as is the maximum allowable by law). Company has the right to withhold service and supplies, without recourse, for any non-payment. Unless otherwise stated on the face of this Agreement, Company may increase the Base Charge and/or the Overage Rates on an annual basis. Company reserves the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee not to exceed \$100 per invoice. Company may charge a fee for meter resets.*

On page 2, Section 9 – Default; Remedies shall be removed in its entirety and replaced with the following paragraph:

- 9. DEFAULT; REMEDIES:** *Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by you of any obligation herein; or (c) if you cease doing business as a going concern. If you default, Company may : (1) require future Services, including supplies to be paid in advance, (2) require you to immediately pay the amount of the remaining unpaid balance of the Agreement for the current fiscal period, (3) terminate any and all agreements with you, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default or Non-Appropriation of funds (defined below), remaining payment amounts due will be calculated using the average of the last six months' billing periods or the face value of the Agreement, whichever is greater, multiplied by the remaining months in the current fiscal period. You agree that any delay or failure of Company to enforce its rights under this*

*Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement.*

On page 2, Section 12 – Indemnification shall be removed in its entirety.

On page 2, a new Section 16 – Non-Appropriation shall be added and read as follows:

**16. NON-APPROPRIATION OF FUNDS:** *If either sufficient funds are not appropriated to make contracted payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate on, and You shall not be obligated to make contracted payments under the Agreement beyond, the last day of the then-current fiscal year for which funds have been appropriated. You shall notify Us in writing within seven days after Your failure to appropriate funds sufficient for the payment of the contracted payments or (to the extent required by applicable law) this Agreement is not renewed and attach evidence of such non-appropriation, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to You.*

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect. All handwritten, typed or "red-lined" additions and/or deletions on the Agreement are null and void and of no force or effect. The changes contained in this Addendum shall apply to only the Agreement to which it is incorporated and is not a precedent for future transactions.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Managed Print Services and Maintenance Agreement on November 10, 2020.

ComDoc, Inc.  
By: [Signature]  
Title: Account Manager

County of Warren  
By: [Signature]  
Title: President

**APPROVED AS TO FORM**  
[Signature]  
Adam M. Nice  
Asst. Prosecuting Attorney

# State of Ohio Procurement

- [for Suppliers](#) ▾
- [for State Agencies](#) ▾
- [for Political Subdivisions](#) ▾
- [for the Public](#) ▾
- [News](#) ▾
- [Help & Refere](#)

## Current Contract Detail

### Contract Title


Duplicating and Copy Machines


### General Information


<u>Contract Type:</u>	State Term Schedule	<u>Supplier:</u>	Xerox Corporation
<u>Contract Status:</u>	Awarded	<u>Supplier OAKS Contract ID:</u>	800745
<u>Commodity Category:</u>	Miscellaneous Commodities & Services	<u>Dealers(s):</u>	<a href="#">View</a>
<u>Schedule Number:</u>	800745	<u>Comments/Memo:</u>	<a href="#">Current Contract Pricelist</a>
<u>Index Number:</u>	STS096		Contract Analyst: Connor Haley <a href="mailto:Connor.Haley@das.ohio.gov">Connor.Haley@das.ohio.gov</a>
		<u>Expiration Date:</u>	9/30/2021

### Associated PDF Files

Amendment/Addenda:  Select to view

Original Contract: [View ORIGINAL CONTRACT](#) 

Revised Contract: [View REVISED CONTRACT](#) 

Terms and Conditions: [View TERMS & CONDITIONS](#) 

### Procurement Programs

Open Solicitation: Yes

### Other

Open to Co-op: Yes

eMarketPlace: No

Financing Available: No

Leasing Available: No

STATE/LOCAL PURCHASE PRICING EXHIBIT  
 Exhibit I Effective Oct. 1, 2018  
 COPIER DUPLICATOR



State of OHIO STS BID #800745

<u>Product</u>	<u>Description</u>	<u>Contract Price</u>
C7020D	XEROX C7020D	3,153
C7020D2	XEROX C7020D	3,153
C7020S	XEROX C7020S	4,027
C7020S2	XEROX C7020S	4,027
C7020T	XEROX C7020T	4,507
C7020T2	XEROX C7020T	4,507
C7025D	XEROX C7025D	3,878
C7025D2	XEROX C7025D	3,878
C7025S	XEROX C7025S	4,904
C7025S2	XEROX C7025S	4,904
C7025T	XEROX C7025T	5,398
C7025T2	XEROX C7025T	5,398
NO-PS3	NO POST SCRIPT	0
POSTSCRIPT3	POSTSCRIPT	450
ADDTRAY	ADDITIONAL TRAY	300
CARDRDR	CARD READER	59
CNVSTPLR	CONVENIENCE STAPLR	299
DUALCT	DUAL CATCHTRAY	100
ENVELTRAY	ENVELOPE TRAY	299
FAX-1LIN	1 LINE FAX	699
FAX-3LIN	3 LINE FAX	1,249
FIDKIT	FOREIGN INTERFACE	349
FOIP-FAX	FAX OVER IP	895
HC-KNO2	HEALTHCARE MFP	479
HDD70	HARD DISK DRIVE	400
INTFFIN	INTEGRATED FINISHR	849
RFID70	RFID READER	240
SCNPRO25	SCAN-PC DTOP-SE-25	3,799
SCNPRO5	SCAN-PC DTOP-SE-5	1,189
SCN2SE-5	SCAN-PC DTOP SE-5	349
SCN2SE25	SCAN-PC DTOP SE-25	845
SIPR-RDR1	SIPRNET W/READER	249
UNICODE	INTL PRINTING KIT	299
VALOLVL1	DCC CUSTM CONFIG 1	0
VALOLVL2	DCC CUSTM CONFIG 2	0
VALOLVL3	DCC CUSTM CONFIG 3	0
VALOSTD1	DCC STNDRD CONFG 1	0
VALOSTD2	DCC STNDRD CONFG 2	0
WIFIVL	WIRELESS ACCESSORY	49
FINLX-BM	BOOKLET MAKER UNIT	799
FINLX-3HP	2/3-HOLE PUNCH	495
HCFB2W	HIGH CAP FEEDER	1,039
OFFINLX	OFFICE FINISHER LX	999

# Xerox® VersaLink® Color Multifunction Printers

Reliable. Connected. Business Ready.



C7020/C7025/C7030

ConnectKey®  
Technology

xerox™

# Xerox® VersaLink® C7020/C7025/C7030 Color Multifunction Printer

The Xerox® ConnectKey® Technology-enabled VersaLink C7000 Series Color Multifunction Printer is cloud connected, mobile ready, app-enabled and easy to personalize. The C7000 Series is your modern workplace assistant — helping you excel today and stay ready for the future.

## **FLAWLESS RELIABILITY. SUPERIOR PERFORMANCE.**

Count on your Xerox® VersaLink C7000 Series Color Multifunction Printer to consistently and flawlessly perform the tasks that make your business work more efficiently. From IT-free installation wizards, to step-by-step configuration options, you're ready to go — hassle free.

Superior reliability comes from a new hardware design with fewer moving parts, strengthened paper-path components, and an advanced imaging system.

VersaLink devices speed up Information sharing and reduce inefficient workflows. Ensure information accuracy with Scan and Fax preview, easily archive, organize and search with scanned documents with built-in optical character recognition (OCR).

A print resolution of up to 1200 x 2400 dpi delivers sharp text and fine line detail, plus exceptional color vibrancy, solid fills and skin tones.

## **CLOUD CONNECTED. PERSONALIZED EFFICIENCY.**

The customizable 7-inch color touchscreen, lets you breeze through tasks with mobile-like ease.

Xerox® ConnectKey Apps, accessed via the extensive Xerox App Gallery, provide expanded functionality — like the optional Xerox® Easy Translator Service app, which quickly translates scanned documents into numerous languages.

Get more done in less time by creating customized 1-Touch Apps to automate multi-step workflows for individuals

or groups. Simply tap your new app to quickly perform the job you configured. And with Simple ID, individual users and groups enter a user ID and password once, and then enjoy fast, secure access to task-specific presets, individualized favorite contacts, and commonly used apps on a personalized home screen.

## **READY FOR THE WAY YOU WORK.**

The VersaLink C7000 Series gives you the freedom to work where and how you want — with access to Google Drive™, Microsoft® OneDrive® and DropBox™ and additional options through the Xerox App Gallery.

VersaLink devices deliver for today's mobile worker with Apple® AirPrint®, Google Cloud Print™, Xerox® Print Services plug-in for Android™, Near Field Communication (NFC) Tap-to-Pair and Mopra®, plus optional Wi-Fi and Wi-Fi Direct.

Learn more about why Xerox is the only choice for today's mobile professionals by visiting [www.xerox.com/Mobile](http://www.xerox.com/Mobile).

## **ENVIRONMENTAL STEWARDSHIP.**

VersaLink devices meet or exceed the requirements of the world's most widely recognized certifications for product environmental performance, including EPEAT®, which verifies manufacturer claims regarding design, production, energy use and recycling. (See the complete list of **EPEAT-verified VersaLink products.**) For more information about our environmental, health, safety and sustainability efforts, visit [www.xerox.com](http://www.xerox.com).

## **XEROX® CONNECTKEY TECHNOLOGY**

**Intuitive User Experience**  
A familiar way to interact that includes a tablet-like experience with gesture-based touchscreen controls and easy customization.

**Mobile and Cloud Ready**  
Instant connectivity to cloud and mobile devices right from the user interface, with access to cloud-hosted services that let you work where, when and how you want.

**Benchmark Security**  
Comprehensive security that includes a powerful mix of built-in features and services to prevent unauthorized access, detect suspect or malicious behavior, and protect data and documents.

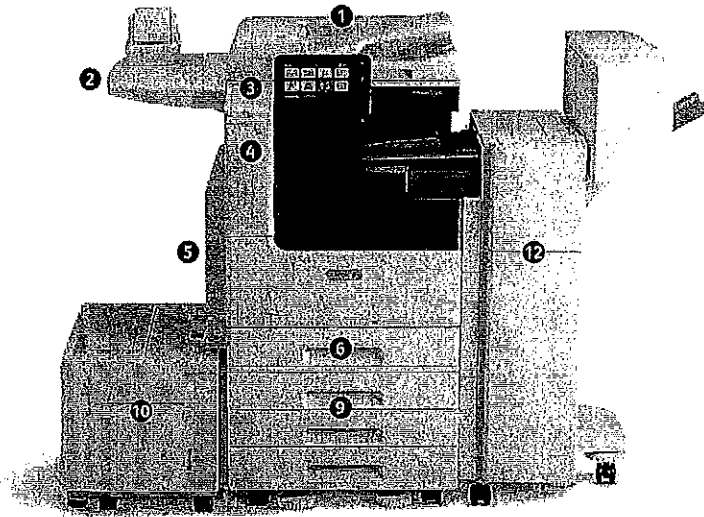
**Enables Next Generation Services**  
Easy Integration of Xerox® Intelligent Workplace Services. Enables remote monitoring of service delivery and consumables.

**Gateway to New Possibilities**  
Instantly extend your capabilities with real-world apps from the Xerox App Gallery, or talk with one of our partners to design and develop a solution specific to your business needs.

Find out more about how you'll work smarter at [www.ConnectKey.com](http://www.ConnectKey.com).

To learn more about VersaLink device features, go to [www.xerox.com/VersaLinkEG](http://www.xerox.com/VersaLinkEG).

## FINISHING APPLICATIONS



**1** A 110-sheet Duplex Automatic Document Feeder (DADF) scans two-sided black-and-white or color originals for copy, scan and fax jobs.

**2** The optional Convenience Stapler and Work Surface.

**3** Card Reader Bay with embedded USB port.<sup>1</sup>

**4** An easily accessible USB port<sup>1</sup> allows users to quickly print from or scan to any standard USB memory device.

**5** The 100-sheet Bypass Tray handles media sizes from 3.5 x 3.87 in. to 11.69 x 17 in./88.9 x 98.4 mm to 297 x 431.8 mm.

**6** The standard 520-sheet Tray 1 handles media sizes from 5.5 x 7.17 in. to 11.69 x 17 in./139.7 x 182 mm to 297 x 431.8 mm.

<sup>1</sup> USB ports can be disabled.

### MULTIPLE PAPER TRAY OPTIONS TO FIT EVERY NEED:

**7** The Single Tray Module (optional with Desktop model) increases total paper capacity to 1,140 sheets (Includes Bypass Tray).

**8** The optional Single Tray with Stand Module increases total paper capacity to 1,140 sheets (Includes Bypass Tray) and provide storage for toner cartridges and other supplies.

**9** The optional Three Tray Module increases total paper capacity to 2,180 sheets (Includes Bypass Tray). The optional High-Capacity Tandem Tray Module (not shown) allows a total paper capacity of up to 3,140 sheets (Includes Bypass Tray).

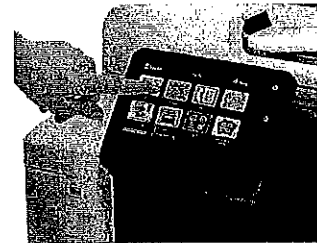
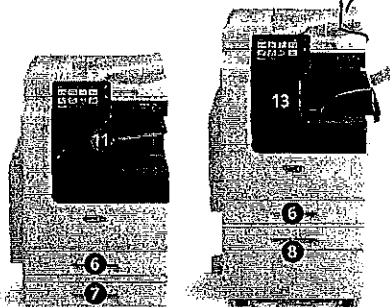
**10** The optional High Capacity Feeder holds 2,000 sheets of letter/A4 paper, increasing the maximum paper capacity to 5,140 sheets.

### ADD INCREASED VERSATILITY WITH FINISHING OPTIONS:

**11** The Dual Catch Trays (optional with Desktop model) stack up to 250 sheets each, lower tray offsets.

**12** The optional Office Finisher LX gives you advanced finishing functions at a great value and offers optional booklet making (score, saddle-stitch).

**13** The optional Integrated Office Finisher provides 500-sheet stacking and 50-sheet, single-position stapling.



### INTRODUCING TOUCHSCREEN SUPERIORITY

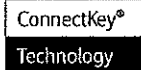
Meet our all-new, 7-inch color touchscreen — the user interface that sets a higher standard for customization, personalization and versatility.

By presenting a familiar "mobile" experience — with support for gestural input and task-focused apps that share a common look and feel — fewer steps are needed to complete even the most complex jobs.

A highly intuitive layout guides you through every task from start to finish, with a natural hierarchy placing critical functions near the top of the screen and commonly used options front and center. Don't like where a function or app is located? Customize the layout to make it yours.

This unmatched balance of hardware technology and software capability helps everyone who interacts with the VersaLink C7000 Series Color Multifunction Printer get more work done, faster.

# Xerox® VersaLink® C7020/C7025/C7030



The VersaLink C7020/C7025/C7030 Color Multifunction Printer is built on Xerox® ConnectKey Technology. For more information, visit [www.ConnectKey.com](http://www.ConnectKey.com).

DEVICE SPECIFICATIONS	VersaLink C7020	VersaLink C7025	VersaLink C7030
Speed <sup>1</sup>	Up to 20 ppm	Up to 25 ppm	Up to 30 ppm
Monthly Duty Cycle <sup>2</sup>	Up to 87,000 pages <sup>3</sup>	Up to 107,000 pages <sup>3</sup>	Up to 129,000 pages <sup>3</sup>
Hard Drive / Processor / Memory	320 GB HDD <sup>4</sup> /1.05 GHz Dual-core/4 GB memory		
Connectivity	Ethernet 10/100/1000 Base-T, High-speed USB 3.0, Wi-Fi <sup>5</sup> and Wi-Fi Direct <sup>6</sup> with optional Wi-Fi Kit, NFC Tap-to-Pair		
Controller Features	Unified Address Book, Configuration Cloning, Scan Preview, Xerox Extensible Interface Platform <sup>7</sup> , Xerox <sup>®</sup> App Gallery App, Xerox <sup>®</sup> Standard Accounting Tool, Role Based Permissions, Convenience Authentication Enabled, Online Support		
Copy and Print Resolution	Copy: Up to 600 x 600 dpi; Print: Up to 1200 x 2400 dpi		
First-Copy-Out Time (as fast as)	As fast as 9.0 seconds color/6.9 seconds black-and-white		As fast as 7.2 seconds color/ 5.8 seconds black-and-white
First-Print-Out Time	As fast as 9.4 seconds color/ 7.2 seconds black-and-white	As fast as 9.4 seconds color/ 7.1 seconds black-and-white	As fast as 7.3 seconds color/ 5.6 seconds black-and-white
Page Description Languages	PCL <sup>®</sup> 5e/PCL 6/PDF/XPS/TIFF/JPEG/HP-GL/optional Adobe <sup>®</sup> PostScript <sup>®</sup> 3 <sup>™</sup>		
Paper Input	Standard	Duplex Automatic Document Feeder (DADF): 110 sheets; Speed: up to 55 lpm; Custom sizes (duplex): 4.92 x 4.33 in. to 11.69 x 17 in./125 x 110 mm to 297 x 431.8 mm; Custom sizes (simplex): 4.92 x 3.35 in. to 11.69 x 17 in./125 x 85 mm to 297 x 431.8 mm	
	Choose One	Bypass Tray: 100 sheets; Custom sizes: 3.5 x 3.87 in. to 11.69 x 17 in./88.9 x 98.4 mm to 297 x 431.8 mm Tray 1: 520 sheets; Custom sizes: 5.5 x 7.17 in. to 11.69 x 17 in./139.7 x 182 mm to 297 x 431.8 mm	
	Optional	Single Tray Module: 520 sheets; Custom sizes: 5.5 x 7.17 in. to 11.69 x 17 in./139.7 x 182 mm to 297 x 431.8 mm Single Tray with Stand: 520 sheets; Custom sizes: 5.5 x 7.17 in. to 11.69 x 17 in./139.7 x 182 mm to 297 x 431.8 mm Three Tray Module (1,560 sheets): 520 sheets each; Custom sizes: 5.5 x 7.17 in. to 11.69 x 17 in./139.7 x 182 mm to 297 x 431.8 mm High Capacity Tandem Tray (2,520 sheets): Tray 2: 520 sheets; Custom sizes: 5.5 x 7.17 in. to 11.69 x 17 in./139.7 x 182 mm to 297 x 431.8 mm; Tray 3: 870 sheets; Standard sizes: 8.5 x 11 in. and 7.25 x 10.5 in./A4 or B5; Tray 4: 1,130 sheets; Standard sizes: 8.5 x 11 in. and 7.25 x 10.5 in./A4 or B5	
Paper Output / Finishing	Standard	Envelope Tray: Up to 60 envelopes; #10 commercial, Monarch, DL, C5; Custom sizes: 3.9 x 5.8 in. to 6.4 x 9.5 in./98 x 148 mm to 162 x 241 mm	
	Optional	High Capacity Feeder (HCF): 2,000 sheets; Standard sizes: 8.5 x 11 in. and 7.25 x 10.5 in./A4 or B5 Dual Catch Tray <sup>8</sup> : 250 sheets each; Lower tray offsets Integrated Office Finisher: 500-sheet stacker, 50 sheets stapled, single-position stapling Office Finisher LX: 2,000-sheet stacker, 50 sheets stapled, 3-position stapling, optional hole-punch, optional booklet maker (score, saddle stitch) Convenience Stapler and Work Surface: Staples 50 sheets	

## INTUITIVE USER EXPERIENCE

Customize and Personalize	Walkup customization, Personalize Home Screen by User, Multiple Home Screens with Simple ID, Customize by Site, and Function or Workflow with Xerox App Gallery
Print Drivers	Job Identification, Bi-directional Status, Job Monitoring and Xerox <sup>®</sup> Global Print Driver <sup>9</sup>
Embedded Web Server	PC or mobile — Status Information, Responsive Design, Settings, Device Management, Cloning
Remote Console	Remote Control Panel
Preview	Preview of Scan/Fax with Zoom, Rotate, Add Page
Print Features	Print from USB, Secure Print, Sample Set, Personal Print, Saved Job, Earth Smart Driver Settings, Job Identification, Booklet Creation, Store and Recall Driver Settings, Bi-directional Real-time Status, Scaling, Job Monitoring, Application Defaults, Two-sided Printing (as default), Skip Blank Pages, Draft Mode
Scan	Optical Character Recognition (OCR), Scan to USB/Email/Network (FTP/SMB), Scan File Formats: PDF, PDF/A, XPS, JPEG, TIFF; Convenience Features: Scan to Home, Searchable PDF, Single/Multi-Page PDF/XPS/TIFF/Password Protected PDF
Fax <sup>3</sup>	Optional Walk-up Fax (one-line or three-line options available, includes LAN Fax, Direct Fax, Fax Forward to Email, Server Fax), optional Fax Over IP

## MOBILE AND CLOUD READY

Mobile Printing	Apple <sup>®</sup> AirPrint <sup>™</sup> , Google Cloud Print <sup>™</sup> Ready, Mopria <sup>®</sup> Certified, Mopria <sup>®</sup> Print Services plug-in for Android <sup>™</sup> , Xerox <sup>®</sup> @PrintbyXerox App, Xerox <sup>®</sup> Print Services plug-in for Android <sup>™</sup>
Mobility Options	Xerox <sup>®</sup> Mobile Print and Mobile Print Cloud, Connect via NFC/Wi-Fi Direct Printing, Xerox <sup>®</sup> Mobile Link App. Visit <a href="http://www.xerox.com/OfficeMobileApps">www.xerox.com/OfficeMobileApps</a> for available apps.
Cloud Connectors <sup>5</sup>	Print from/Scan to Google Drive <sup>™</sup> , Microsoft <sup>®</sup> OneDrive <sup>™</sup> , Dropbox <sup>™</sup> , Microsoft Office 365 <sup>®</sup> , Box <sup>®</sup> , Xerox <sup>®</sup> DocuShare <sup>®</sup> Platform and more

## BENCHMARK SECURITY

Network Security	IPsec, HTTPS, encrypted email, Network Authentication, SNMPv3, SSL/TLS, Security Certificates, Pre-Installed Self-signed Certificates, Cisco <sup>®</sup> Identity Services Engine (ISE) Integration
Device Access	Firmware Verification, User access and Internal firewall, Port/IP/Domain Filtering, Audit Log, Access Controls, User Permissions, Smart Card Enabled (CAC/PIV.NET), Xerox <sup>®</sup> Integrated RFID Card Reader, Trusted Platform Module (TPM)
Data Protection	Setup/Security Wizards, Job Level Encryption via HTTPS/IPPS submission, Encrypted hard disk (AES 256-bit, FIPS 140-2) and Image overwrite, Common Criteria Certification (ISO 15408), Encrypted Apps with Embedded Certificate Support
Document Security	Secure Print, Secure Fax, Secure Email, Password Protected PDF

## ENABLES NEXT GENERATION SERVICES

Print Management	Xerox <sup>®</sup> Standard Accounting Tool, Optional: Xerox <sup>®</sup> Workplace Cloud/Suite, Nuance Equitrac, Ysoft SafeQ, PaperCut and more at <a href="http://www.xerox.com/PrintManagement">www.xerox.com/PrintManagement</a> .
Fleet / Device Management	Xerox <sup>®</sup> Device Manager, Xerox <sup>®</sup> Support Assistant App, Auto Meter Read, Managed Print Services tools, Configuration Cloning
Sustainability	Cisco EnergyWise <sup>®</sup> , Earth Smart Printing, EPEAT-verified, Print User ID on margins

## GATEWAY TO NEW POSSIBILITIES

Cloud Services	Xerox <sup>®</sup> Easy Translator, Xerox <sup>®</sup> Healthcare MFP Solution (U.S. only), CapturePoint <sup>™</sup> , many additional services available
Xerox App Gallery	Many apps and cloud services available. Visit <a href="http://www.xerox.com/AppGallery">www.xerox.com/AppGallery</a> for a growing selection of Xerox <sup>®</sup> apps available for adding functions.

<sup>1</sup> Declared print speed in accordance with ISO/IEC 24734. <sup>2</sup> Maximum volume capacity expected in any one month. Not expected to be sustained on a regular basis. <sup>3</sup> Requires analog phone line. <sup>4</sup> Visit [www.apple.com](http://www.apple.com) for AirPrint Certification list; <sup>5</sup> Optional download from Xerox App Gallery to the Printer — [www.xerox.com/XeroxAppGallery](http://www.xerox.com/XeroxAppGallery); <sup>6</sup> HDD and Dual Catch Tray are optional on Desktop model.

For more detailed specifications, go to [www.xerox.com/VersaLinkC7000Specs](http://www.xerox.com/VersaLinkC7000Specs).

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

# Resolution

Number 20-1593

Adopted Date November 10, 2020

DECLARE VARIOUS ITEMS WITHIN COMMON PLEAS COURT- GENERAL DIVISION, , FACILITIES MANAGEMENT, GRANTS ADMINISTRATION, JUVENILE, SHERIFF'S OFFICE, TELECOMMUNICATIONS, AND VETERANS OFFICE AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS

BE IT RESOLVED, to authorize disposal of various items Common Pleas Court- General Division, Facilities Management, Grants Administration, Juvenile, Sheriff's Office, Telecommunications, and Veterans Office in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

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

/sr

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

# Warren County Facilities Management

GovDeals #

CPC20020

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

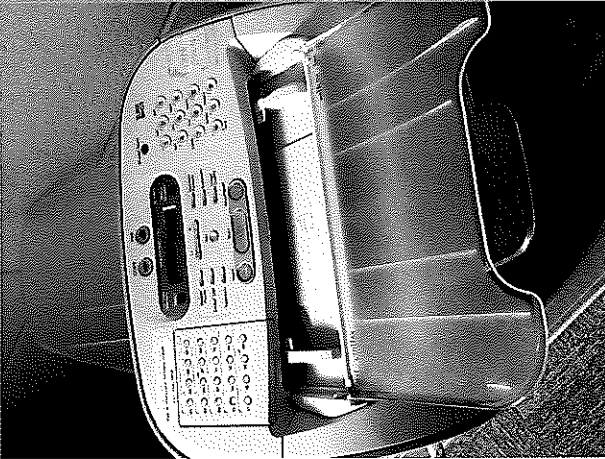
Common Pleas Court - General

Date:

Oct 28, 2020

020

### CANON FAX/COPIER



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand CANON

Model #

Serial #

Date Removed From Service 10/1/20

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

CANON FAX/COPIER - UNKNOWN WORKING CONDITION



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: CINDY PREWITT

Title: FISCAL COORDINATOR

Phone Number 513 695 2596

Location of Item: WC COMMON PLEAS COURT 500 JUSTICE DR LEBANON OH 45036

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

# Warren County Facilities Management

GovDeals #

FAC20055

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Facilities Management

Date:

Sep 22, 2020

055

### Case 580SK 4X4 Turbo Backhoe



Select Item Type

Single Item

Category

Furniture/Furnishings

Brand

CASE

Model #

580SK

Serial #

JAB0029453

Date Removed From Service

10/8/20

Did Item Work When Removed?

Yes

No

Unknown

#### Additional Comments

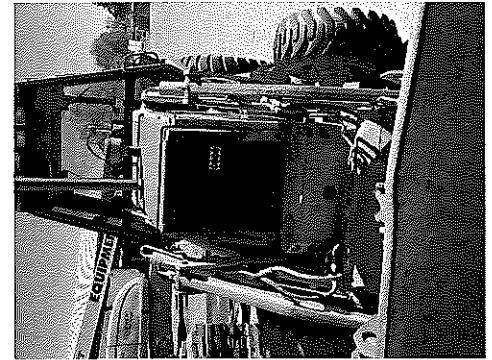
The backhoe runs and drives. There are some cylinders leaking. The cylinder leaking that controls the boom swing will need to be rebuilt. The cylinder that extends boom is leaking and will need to be rebuilt. The outrigger is leaking and needs a new seal. There is mild surface rust. The backhoe is sold as is. (start bid \$10,000)



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: SAMUEL ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 406 JUSTIC DRIVE, LEBANON, OHIO 45036, 3rd floor storage

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

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

# Warren County Facilities Management

430 South East Street  
513-695-1463

GovDeals #

GRA20003

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

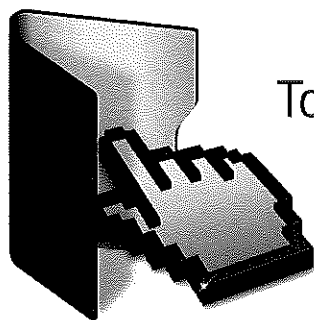
Grants

Date:

Nov 4, 2020

003

### Ford E350 Startrans Bus



Click Here  
To Upload Your  
First Image

Select Item Type

Vehicle

Vin # 1FDEE3FLXBDA29913

Title restriction?  
 Yes  No

Odometer Reading 190200

Accurate?  
 Yes  No  Unknown

Year 2011

Make

FORD

Model E350

Does it Start?  
 Yes  No  With Boost

Does it run?  
 Yes  No

Color White

Exterior Condition?  
 Good  Minor Dents, Dings  
Scratches or rust

Sever dents, Dings  
Scratches or Rust

Interior  
 Cloth  Leather  Other

Interior Condition?  
 Good  Fair  Poor

Additional Comments

Transit vehicle, operational. Battery is dead. Call to make arrangement for inspection or pick-up. 513-695-1210



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Susanne Mason

Title: Director

Phone Number 513-695-1210

Location of Item: 220 Senate Drive, Monroe, Ohio

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

# Warren County Facilities Management

430 South East Street  
513-695-1463

GovDeals

JUV20008

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

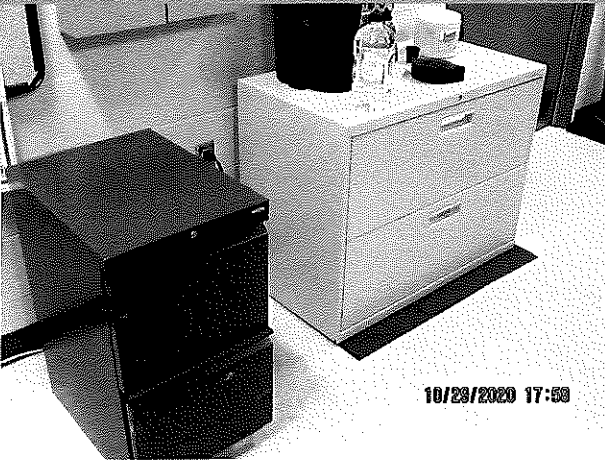
Juvenile

Date:

Oct 29, 2020

008

### (2) 2-Drawer File Cabinets



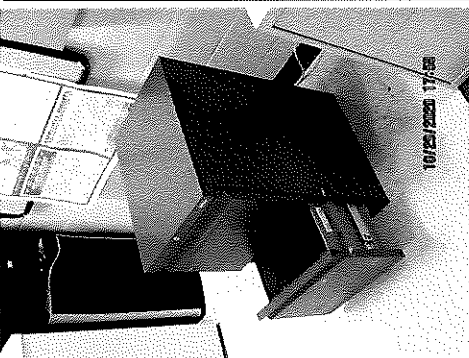
Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1			Y	Belge (2) Drawer Lateral File Cabinet - W-36" X D-19-1/4" X H-28"
1			Y	Gray (2) Drawer - W-15" X D-20" X H-27-1/2"

Additional Comments

Sale is only for the file cabinets. Both have scratches and dents but are usable.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Detention Breakroom

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

# Warren County Facilities Management

GovDeals

JUV20009

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Juvenile

Date:

Oct 29, 2020

009

### (2) HP Computer Monitors



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	HP	1702	?	Unknown working condition
1	HP	L1706	?	Unknown working condition

Additional Comments

Both monitors were replaced - Possible bad back lights - Unknown working condition

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Detention Breakroom

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

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

# GovDeals Item Inspection Form

Juvenile

Date:

Oct 30, 2020

010

## Beige 4-Drawer Lateral File Cabinet

Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service

10/30/20

Did Item Work When Removed?

Yes

No

Unknown



### Additional Comments

Beige 4-Drawer Lateral File Cabinet - Used - Surface Blemishes (Scratches, Dents, Dings) - Removed because It was no longer needed

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

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

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

# Warren County Facilities Management

430 South East Street  
513-695-1463

GovDeals

JUV20011

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Juvenile

Date

Nov 4, 2020

011

### (2) L-Shaped Desks

Select Item Type

Single Item

Category Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service 11/6/20

Did Item Work When Removed?

Yes

No

Unknown



### Additional Comments

Sale is for desks only -1st desk is 48" X 24" X 29-1/2" with L section 54" X 20" X 29-1/2" / 2nd desk is 47" X 24" X 30" with L section 66" X 20" X 30"



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Sgt

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

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

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



# Warren County Facilities Management

430 South East Street  
513-695-1463

GovDeals #

SHF20110

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Sheriff

Date:

Oct 29, 2020

110

### Lanier LD 380 Copier



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand Lanier

Model # LD 380

Serial # V7105900141

Date Removed From Service 10/29/20

Did Item Work When Removed?

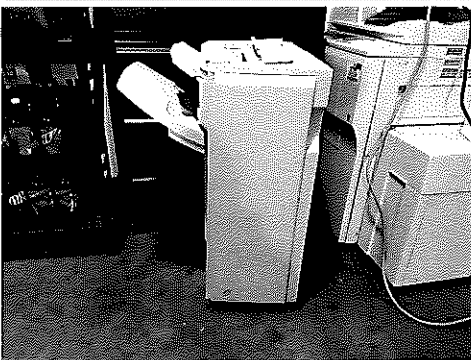
Yes

No

Unknown

#### Additional Comments

Lanier office copier with finisher. In good working condition. Must be able to load on your own.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Nicki Bishop

Title: WCSO - Fiscal

Phone Number x1285

Location of Item: WCSO Jail

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

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

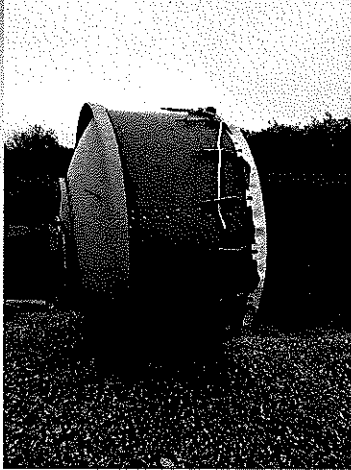
Telecommunications

Date:

Oct 29, 2020

022

### 6 Foot Microwave Dish



Select Item Type

Single Item

Category

Towers

Brand

Andrew

Model #

HP6-107-P3A/H

Serial #

10.5-11.7 GHz

Date Removed From Service

10/29/20

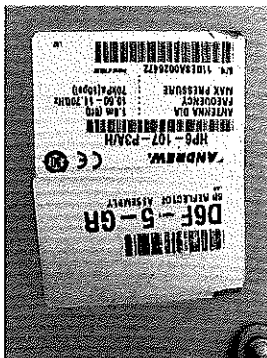
Did Item Work When Removed?

Yes

No

Unknown

Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr. Telecom, Lebanon, Ohio 45036

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

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

VET20001

## GovDeals Item Inspection Form

Veterans

Date:

Nov 2, 2020

001

### 2010 Dodge Grand Caravan



Select Item Type

Vehicle

Vin #

2D4RN3D18AR423867

Title restriction?  
 Yes  No

Odometer Reading

132823

Yes

Accurate?  
 No  Unknown

Year

2010

Make

DODGE

Model

Grand Caravan

Does It Start?

Yes  No  With Boost

Does it run?

Yes  No

Color

Maroon

Exterior Condition?

Good  Minor Dents, Dings  
Scratches or rust

Sever dents, Dings  
Scratches or Rust

Interior

Cloth  Leather  Other

Interior Condition?

Good  Fair  Poor

Additional Comments

Automatic transmission, 2 wheel drive, Radio: Stock AM/FM, AC, cruise control, tilt steering, air bags, power steering, windows, door locks. Vehicle is drivable, was removed from service due to age.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Amanda Stephens

Title: Administrative Assistant

Phone Number 513-695-1888

Location of Item: 1433 West Main Street, Lebanon Ohio 452036

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

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

# Resolution

Number 20-1594

Adopted Date November 10, 2020

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 11/3/20 and 11/5/20 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 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

/tao

cc: Auditor

# Resolution

Number 20-1595

Adopted Date November 10, 2020

APPROVE BOND RELEASE FOR THE DREES COMPANY FOR COMPLETION OF IMPROVEMENTS IN SHAKER RUN SECTION 5D SITUATED IN TURTLECREEK TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

## EROSION CONTROL PERFORMANCE BOND RELEASE


Bond Number	:	N/A
Development	:	Shaker Run, Section 5D
Developer	:	The Drees Company
Township	:	Turtlecreek
Amount	:	\$22,930.70
Surety Company	:	Liberty Mutual Insurance Company No. 014075768

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 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
Laxra Lander, Deputy Clerk

cc: Developer  
Surety Co.  
Soil & Water (file)  
Bond Agreement file

# Resolution

Number 20-1596

Adopted Date November 10, 2020

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH D.R. HORTON-INDIANA, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE VILLAGES OF HOPEWELL VALLEY, SECTION 7 SITUATED IN HAMILTON TOWNSHIP

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

## SECURITY AGREEMENT


Bond Number	:	20-026 (P/S)
Development	:	The Villages of Hopewell Valley, Section 7
Developer	:	D.R. Horton-Indiana, LLC
Township	:	Hamilton
Amount	:	\$138,979.49
Surety Company	:	The Continental Insurance Company (30115372)

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 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
Layfa Lander, Deputy Clerk

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

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

**STREETS AND APPURTENANCES  
(including Sidewalks)**

Security Agreement No.  
20-026 (P/S)  
Bond No. 30115372

This Agreement made and concluded at Lebanon, Ohio, by and between \_\_\_\_\_  
D.R. Horton - Indiana, LLC (1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
The Continental Insurance Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in The Villages of Hopewell  
Valley **Subdivision, Section/Phase** 7 (3) (hereinafter the "Subdivision") situated in  
Hamilton (4) Township, Warren County, Ohio, in accordance with the Warren County  
Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$676,604.46,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$106,907.30; and,

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

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

1. The Developer will provide **performance security** to the County Commissioners in the sum  
of \$138,979.49 to secure the performance of the construction of the  
uncompleted or unapproved Improvements in accordance with Warren County subdivision  
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is  
inserted herein, the **minimum performance security** shall be twenty percent (20%) of the  
total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$135,320.89 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.



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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

D.R. Horton - Indiana, LLC  
9210 North Meridian Street  
Indianapolis, IN 46260  
Ph. ( ) -

D. To the Surety:

\_\_\_\_\_  
The Continental Insurance Company  
\_\_\_\_\_  
801 Warrenville Road, Suite 700  
\_\_\_\_\_  
Lisle, IL 60532  
\_\_\_\_\_  
Ph. ( 630 ) 719 - 3000

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

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

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

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

\_\_\_\_ Original Escrow Letter (attached)

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

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

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

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

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

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

**DEVELOPER:** D.R. Horton - Indiana, LLC

**SURETY:** The Continental Insurance Company

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

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

SIGNATURE: Eric W. Batt

SIGNATURE: James I. Moore

PRINTED NAME: ERIC W BATT

PRINTED NAME: James I. Moore

TITLE: ASSISTANT SECRETARY

TITLE: Attorney-in-Fact

DATE: 11/02/2020

DATE: October 30, 2020

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

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 20-1596, dated 11/10/20

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: David Young


TITLE: President

DATE: 11/10/20

RECOMMENDED BY:

By:   
COUNTY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR  
*Adam Nice, A.P.A.*

Key:

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

**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**James I Moore, Kevin J Scanlon, R L Mc Wethy, Stephen T Kazmer, Dawn L Morgan, Kelly A Gardner, Melissa Schmidt, Elaine Marcus, Jennifer J Mc Comb, Tariese M Pisciotto, Amy Wickett, Diane M Rubright, Individually**

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of June, 2018.

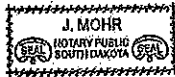


The Continental Insurance Company

*Paul T. Bruflat*  
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 26th day of June, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2021

*J. Mohr*  
J. Mohr Notary Public

**CERTIFICATE**

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 30th day of October, 2020.



The Continental Insurance Company

*D. Johnson*  
D. Johnson Assistant Secretary

Form F6850-4/2012

## Authorizing Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruffat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

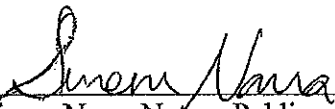
Whereas, from time to time, the signature of the Authorized Officers in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

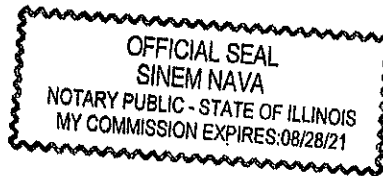
State of Illinois .        }  
  } ss.  
County of DuPage        }

On October 30, 2020, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of The Continental Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires August 28, 2021

  
\_\_\_\_\_  
Sinem Nava, Notary Public



Commission No. 859777



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

# Resolution

Number 20-1597

Adopted Date November 10, 2020

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH D.R. HORTON – INDIANA, LLC, FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN VILLAGES OF HOPEWELL VALLEY, SECTION 7 SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to enter into the following security agreement:

### SECURITY AGREEMENT

Bond Number	:	20-025 (W/S)
Development	:	Villages of Hopewell Valley Subdivision, Section 7
Developer	:	D.R. Horton – Indiana, LLC
Township	:	Hamilton
Amount	:	\$14,360.78
Surety Company	:	Nationwide Mutal Insurance Company (7901030712)

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 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

cgb

cc: D.R. Horton-Indiana, LLC., 9210 North Meridian Street, Indianapolis, IN 46260  
Nationwide Mutual Ins. Co. 7 World Trade Center, 37<sup>th</sup> Floor, New York, NY 10007  
Water/Sewer (file)  
Bond Agreement file

4

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

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

20.001 (w/s)

Bond No. 7901030712

20-025 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between \_\_\_\_\_  
D.R. Horton - Indiana, LLC (1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
Nationwide Mutual Insurance Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in The Village of Hopewell  
Valley **Subdivision, Section/Phase** Seven (3) (hereinafter the "Subdivision") situated in  
Hamilton (4) Township, Warren County, Ohio, in accordance with the Warren County  
Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$143,607.81,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$0.00; and,

**WHEREAS**, the County Commissioners have determined to require all developers to post security  
in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved  
Improvements to secure the performance of the construction of uncompleted or unapproved Improvements  
in accordance with Warren County subdivision regulations and to require all Developers to post security in  
the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the  
Improvements and their tentative acceptance by the County Commissioners to secure the performance of  
all maintenance upon the Improvements as may be required between the completion and tentative  
acceptance of the Improvements and their final acceptance by the County Commissioners.

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

1. The Developer will provide **performance security** to the County Commissioners in the sum  
of \$0.00 to secure the performance of the construction of the  
uncompleted or unapproved Improvements in accordance with Warren County subdivision  
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is  
inserted herein, the **minimum performance security** shall be ten percent (10%) of the total  
cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within \_\_\_\_\_ years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$14,360.78 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department  
Attn: Sanitary Engineer  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1380

C. To the Developer:

D.R. Horton - Indiana, LLC

---

9210 North Meridian Street

---

Indianapolis, IN 46260

---

Ph. ( ) -

---

D. To the Surety:

Nationwide Mutual Insurance Company

7 World Trade Center, 37th Floor

New York, NY 10007

Ph. ( 212 ) 329 - 7780

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

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

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

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

\_\_\_\_\_ Original Escrow Letter (attached)

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

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

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

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

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


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

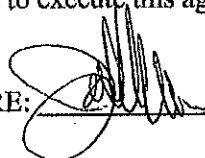
**DEVELOPER:** D.R. Horton - Indiana, LLC

**SURETY:** Nationwide Mutual Insurance Company

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

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

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: ERIC W BATT

PRINTED NAME: James I. Moore

TITLE: ASSISTANT SECRETARY

TITLE: Attorney-in-Fact


DATE: 10/26/2020

DATE: October 21, 2020

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

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 20-1597, dated 11/10/20

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: David Young


TITLE: President

DATE: 11/10/20

RECOMMENDED BY:

By:   
SANITARY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR  
Adam Nice, A.P.A.

Key:

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



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

James I. Moore

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of: Unlimited

Surety Bond Number 7901030712
Principal D.R. Horton - Indiana, LLC
Obligee Warren County

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

[Signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Suzanne C. Delio
Notary Public, State of New York
No. 01066126849
Qualified in Westchester County
Commission Expires September 16, 2021

[Signature of Suzanne C. Delio]
Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 21st day of October 2020

[Signature of Laura B. Guy]
Assistant Secretary



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 20-1598

Adopted Date November 10, 2020

## APPROVE VARIOUS RECORD PLATS

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

- Villages of Hopewell Valley Section 7 – Hamilton 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 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

cc: Plat File  
RPC

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

# Resolution

Number 20-1599

Adopted Date November 10, 2020

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

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

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

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

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

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

Resolution adopted this 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

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

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

# Resolution

Number 20-1600

Adopted Date November 10, 2020

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO BOARD OF ELECTIONS CTCL  
GRANT FUND #11011302

WHEREAS, it is necessary to have appropriations in place to make purchases related to the  
CTCL Grant and

NOW THEREFORE BE IT RESOLVED, to approve the following supplemental appropriations:

\$50,000 into 11011302-5114 (Overtime Pay)

\$50,000 into 11011302-5102 (Regular Salaries)

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

Mr. Young – yea

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS



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

cc: Auditor   
Supplemental App. file  
Board of Elections (file)

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

# Resolution

Number 20-1601

Adopted Date November 10, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO BOARD OF ELECTIONS CTCL  
GRANT FUND #11011302

WHEREAS, it is necessary to have appropriations in place to make purchases related to the  
CTCL Grant and

NOW THEREFORE BE IT RESOLVED, to approve the following supplemental appropriations:

\$2,500 into 11011302-5911 (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 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

cc: Auditor   
Supplemental App. file  
Board of Elections (file)

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

# Resolution

Number 20-1602

Adopted Date November 10, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO THE CLERK OF COURTS  
CERTIFICATE OF TITLE ADMINISTRATION FUND #2250

BE IT RESOLVED, to approve the following supplemental appropriation:

\$15,377.00 into #22501260-5882 (Vacation Leave Payout)

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

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

Resolution adopted this 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Supplemental App. file  
Clerk of Courts (file)

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

# Resolution

Number 20-1603

Adopted Date November 10, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO THE CLERK OF COURTS  
CERTIFICATE OF TITLE ADMINISTRATION FUND #2250

BE IT RESOLVED, to approve the following supplemental appropriation:

\$4,124.00 into #22501260-5881 (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 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

cc: Auditor   
Supplemental App. file  
Clerk of Courts (file)



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

# Resolution

Number 20-1604

Adopted Date November 10, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO JAIL SALES TAX FUND #4495

BE IT RESOLVED, to approve a supplemental appropriation within Fund #4495 as follows:

\$220,000.00 into 44953712-5320 (Capital Purchases)

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

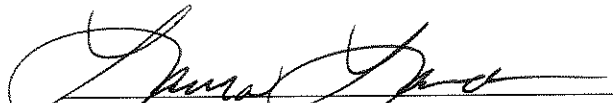
Mr. Young – yea

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

cc: Auditor   
Supplemental Appropriation file  
Facilities Management (file)

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

# Resolution

Number 20-1605

Adopted Date November 10, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO HEALTH INSURANCE FUND  
#6632

BE IT RESOLVED, to approve the following supplemental appropriation:

\$1,000,000.00 into #66320100-5932 (Health – Medical/Rx Claims)

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

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

Resolution adopted this 10<sup>th</sup> day of November 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 20-1606

Adopted Date November 10, 2020

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO COMMON PLEAS COURT FUND #11011223

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Common Pleas Court fund #11011223 in order to process a vacation leave payout for Chandler Kelly former employee of Common Pleas Court:

\$527.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011223-5882	(Common Pleas Court - Vacation Leave Payout)

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

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

Resolution adopted this 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor ✓  
Appropriation Adjustment file  
Common Pleas (file)  
OMB

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

# Resolution

Number 20-1607

Adopted Date November 10, 2020

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO RECORDS CENTER AND ARCHIVES FUND #11011500

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Records Center and Archives fund #11011500 in order to process a sick and vacation leave payout for Jana Wells former employee of the Records Center and Archives' Office:

\$1,461.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)  
into #11011500-5882 (Records Center - Vacation Leave Payout)

\$264.00 from #11011110-5881 (Commissioners - Sick Leave Payout)  
into #11011500-5881 (Records Center - 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 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Appropriation Adjustment file  
Records Center (file)  
OMB

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

# Resolution

Number 20-1608

Adopted Date November 10, 2020

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF CORRECTION FUND #11012210

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Sheriff Correction fund #11012210 in order to process a sick and vacation leave payout for Robert Edwards former employee of the Sheriff's Office:

\$2,296.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)  
into #11012210-5882 (Sheriff Correction - Vacation Leave Payout)

\$204.00 from #11011110-5881 (Commissioners - Sick Leave Payout)  
into #11012210-5881 (Sheriff Correction - 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 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor   
Appropriation Adjustment file  
Sheriff (file)  
OMB

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

# Resolution

Number 20-1609

Adopted Date November 10, 2020

APPROVE APPROPRIATION ADJUSTMENTS WITHIN TREASURERS OFFICE FUND  
#11011130

BE IT RESOLVED, to approve the following appropriation adjustments:

\$5,800.00	from #11011130-5114	(Overtime)
	into #11011130-5317	(Non-capital purchases)
\$1,000.00	from #11011130-5114	(Overtime)
	into #11011130-5811	(PERS)
\$3,800.00	from #11011130-5114	(Overtime)
	into #11011130-5910	(Other expense)

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

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

Resolution adopted this 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

/cs

cc: Auditor   
Appropriation Adj. file  
Treasurer (file)

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

# Resolution

Number 20-1610

Adopted Date November 10, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT  
SERVICES #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 5,500.00    from    #11011223-5102    (Regular Salaries)  
                  into    #11011223-5317    (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 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

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

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

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

# Resolution

Number 20-1611

Adopted Date November 10, 2020

APPROVE APPROPRIATION ADJUSTMENTS WITHIN PROBATE COURT FUND  
#11011250

BE IT RESOLVED, to approve the following appropriation adjustments within Probate Court  
Fund #11011250:

\$ 700.00      from    11011250-5910      (Other Expense)  
                 into    11011250-5400      (Purchased Services)

\$ 2000.00    from    11011250-5830      (Workers Compensation)  
                 into    11011250-5400      (Purchased Services)

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

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

Resolution adopted this 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

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

cc:    Auditor   
         Appropriation Adj. file  
         Juvenile (file)



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

# Resolution

Number 20-1612

Adopted Date November 10, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE CLERK OF COUNTY COURT  
GENERAL FUND #11011282

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 6,577.00    from    #11011282-5317    (Non Capital Purchases)  
                  into    #11011282-5318    (Data Bd Approval 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 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Appropriation Adj. file  
Clerk of Courts (file)

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

# Resolution

Number 20-1613

Adopted Date November 10, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN BOARD OF ELECTIONS FUND  
#11011300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$20,000      from #11011300-5210      (Material & Supplies)  
                 into #11011300-5811      (PERS)

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 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

cc: Auditor   
Appropriation Adj. file  
Board of Elections (file)

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

# Resolution

Number 20-1614

Adopted Date November 10, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE INFORMATION  
TECHNOLOGY DEPARTMENT FUND #11011400

BE IT RESOLVED, to approve the following appropriation adjustment:

\$50,000.00 from #11011400-5320 (IT Capital Purchase)  
Into #11011400-5400 (IT 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 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

cc: Auditor ✓  
Appropriation Adj. file  
Information Technology (file)

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

# Resolution

Number 20-1615

Adopted Date November 10, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE INFORMATION  
TECHNOLOGY DEPARTMENT FUND #11011400

BE IT RESOLVED, to approve the following appropriation adjustment:

\$100,000.00 from #11011400-5321 (DT BD APR CAP BOCC)  
into #11011400-5317 (IT NON CAPITAL PURCHASE)

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

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

Resolution adopted this 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

cc: Auditor              
Appropriation Adj. file  
Information Technology(file)

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

# Resolution

Number 20-1616

Adopted Date November 10, 2020

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

BE IT RESOLVED, to approve the following appropriation adjustment:

\$440.71      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 10<sup>th</sup> day of November 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 20-1617

Adopted Date November 10, 2020

APPROVE APPROPRIATION ADJUSTMENTS WITHIN BOARD OF ELECTIONS FUND  
#2209

BE IT RESOLVED, to approve the following appropriation adjustments:

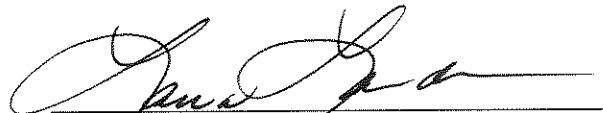
\$3,846	from #22091300-5151	(Election Poll worker)
	into #22091300-5317	(Non Capital Purchases)
\$10,000	from #22091300-5210	(Materials & Supplies)
	into #22091300-5317	(Non Capital Purchases)
\$15,000	from #22091300-5114	(Overtime Pay)
	into #22091300-5317	(Non Capital Purchases)

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 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Appropriation Adj. file  
Board of Elections (file)

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

# Resolution

Number 20-1618

Adopted Date November 10, 2020

APPROVE APPROPRIATION ADJUSTMENTS WITHIN TREASURERS OFFICE FUND  
2249

BE IT RESOLVED, to approve the following appropriation adjustments:


\$1,000.00	from #22491130-5850	(Training and education)
	into #22491130-5102	(Regular salaries)
\$ 600.00	from #22491130-5910	(Other expense)
	into #22491130-5102	(Regular salaries)
\$ 300.00	from #22491130-5910	(Other expense)
	into #22491130-5811	(PERS)

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 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

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

/cs

cc: Auditor   
Appropriation Adj. file  
Treasurer (file)

# Resolution

Number 20-1619

Adopted Date November 10, 2020

APPROVE APPROPRIATION ADJUSTMENTS WITHIN THE SOLID WASTE MANAGEMENT DISTRICT FUND #2256

WHEREAS, funds are needed to cover anticipated costs for additional employees and other costs; and

WHEREAS, appropriation adjustments are necessary to accommodate said costs; and

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

\$6,000.00	from #22564410-5410	(Contracts – BOCC Approved)
	into #22564410-5400	(Purchased Services )
\$1,300.00	from #22564410-5410	(Contracts – BOCC Approved)
	into #22564410-5811	(PERS)
\$7,000.00	from #22564410-5410	(Contracts – BOCC Approved)
	into #22564410-5820	(Life & Health Insurance)

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 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

/sm

cc: Auditor ✓  
Appropriation Adjustment file  
Solid Waste (file)



# Resolution

Number 20-1620

Adopted Date November 10, 2020

APPROVE APPROPRIATION ADJUSTMENTS WITHIN PROPERTY INSURANCE FUND  
#6637

BE IT RESOLVED, to approve the following appropriation adjustments within Property Insurance Fund #6637 in order to process upcoming health claims:

\$ 33,000.00 from #66371113-5460 (Property – Insurance)  
into #66371113-5910 (Property – Other Expense)

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

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

Resolution adopted this 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Appropriation Adjustment file  
OMB (file)

# Resolution

Number 20-1621

Adopted Date November 10, 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.

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

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

Resolution adopted this 10<sup>th</sup> day of November 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>
REC	FIDLAR ACQUISITION	2020 LIFECYCLE LAND SOFTWARE LEASE AGREEMENT	\$ 27,905.00
WAT	WOOLPERT INC	CB ORTHO IMAGERY & PROGRAM SUBSCRIPTION	\$ 43,666.66
SEW	WOOLPERT INC	CB ORTHO IMAGERY & PROGRAM SUBSCRIPTION	\$ 43,666.66

<b>Purchase Order Department</b>	<b>Change Order Vendor Name</b>	<b>Change Order Description</b>	<b>Total Ordered Amount</b>
--------------------------------------	-------------------------------------	-------------------------------------	---------------------------------

✓FAC	PRECISION INDUSTRIAL SVCS	FLOORING REPLACEMENT - JUVENILE JUSTICE CENTER	\$ 4,787.35 increase
WAT	STRAND ASSOCIATES	SYCAMORE TRAILS WWTP UPGRADE	\$ 175,000.00 increase

11/10/2020 APPROVED:

  
\_\_\_\_\_  
Tiffany Zindel, County Administrator

# Resolution

Number 20-1622

Adopted Date November 10, 2020

AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN A PETITION FOR VACATION OF RIGHT-OF-WAY FOR A PORTION OF JUSTICE DRIVE

BE IT RESOLVED, to authorize the President of the Board to sign a petition for vacation of right-of-way for a portion of Justice Drive; copy of said petition 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 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

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

cc: City of Lebanon (file)  
Map Room (file)



# Resolution

Number 20-1622

Adopted Date November 10, 2020

14  
130  
WCCOMM

AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN A PETITION FOR VACATION OF RIGHT-OF-WAY FOR A PORTION OF JUSTICE DRIVE

BE IT RESOLVED, to authorize the President of the Board to sign a petition for vacation of right-of-way for a portion of Justice Drive; copy of said petition 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 10<sup>th</sup> day of November 2020.


CERTIFIED COPY  
 WARREN COUNTY COMMISSIONERS  
 Resolution No. 20-1622  
 Date Adopted November 10, 2020  
 Clerk

BOARD OF COUNTY COMMISSIONERS

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

cc: City of Lebanon (file)  
Map Room (file)

TRANSFER NOT NECESSARY  
MATT NOLAN, AUDITOR  
WARREN COUNTY, OHIO

NOV 16 2020   
 MATT NOLAN  
 AUDITOR, WARREN CO. OHIO

LINDA ODA  
WARREN COUNTY RECORDER  
2020-046355

RESOLUTION  
11/16/2020 01:05:36 PM  
REC FEE: 130.00 PGS: 14  
PIN:

**ORDINANCE NO. 2020-086**

**AN ORDINANCE AUTHORIZING THE VACATION OF RIGHT-OF-WAY FOR A SECTION OF JUSTICE DRIVE AND DECLARING AN EMERGENCY**

WHEREAS, The City Council of the City of Lebanon has received a Petition as provided in Exhibit "A" from the Warren County Board of County Commissioners, owner of Parcel No. 13-35-326-008 and 13-35-353-009 in Lebanon, Warren County, Ohio, and more fully described in the attached Exhibit "B", to vacate right-of-way for a section of Justice Drive; and

WHEREAS, along with said Petition, a record plan for vacation plat provided in Exhibit "C" was filed indicating the area to be vacated; and

WHEREAS, The City Council finds that good cause has been substantiated for such vacation and that it would not be detrimental to the general interests of the City of Lebanon and that it complies with the applicable provisions of ORC 723.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Lebanon, Ohio:

SECTION 1. This Council finds that the Petition signed by the owner of said property abutting Justice Drive has been presented to this Council requesting said right-of-way be vacated.

SECTION 2. Council finds that written consent to such vacation as provided in Exhibit "D" has been filed with the City of Lebanon, Ohio by the affected property owners abutting the section of Justice Drive proposed to be vacated pursuant to ORC 723.06, so that notice, as provided in ORC 723.07 shall not be required.

SECTION 3. Council further finds that there is good cause for such vacation of said right-of-way as requested for and that such vacation of said right-of-way shall not be detrimental to the general interest and should be granted.

SECTION 4. The section of right-of-way abutting and adjacent to Parcel No.'s 13-35-326-008 and 13-35-353-009 as indicated on the record plan for vacation provided in Exhibit "C" and described in the attached legal descriptions are hereby vacated upon the condition that all easements existing within said area for public utilities and publicly owned property shall continue to exist and shall become permanent, pursuant to ORC 723.041.

SECTION 5. The Clerk of Council is instructed to endorse upon the record plan for vacation plat as provided in Exhibit "C" the action of this Council in vacating such section of the right-of-way and to cause said plat to be recorded in the office of the Recorder of Warren County, Ohio.

SECTION 6. The Clerk of Council is directed to notify the Auditor of Warren County, Ohio, of the vacation by sending a copy of this Ordinance.

# EXHIBIT "A"

## Petition for Vacation of Right-of-Way

Now comes Warren County Commissioners (the "Petitioner"), being the owner of Parcel No's. 13-35-326-008 and 13-35-353-009 pursuant to the Ohio Revised Code Section 723.04, petitions the City of Lebanon to vacate an approximate 1.660 acre portion of Justice Drive as described in Exhibit B.

The petitioner sets forth that pursuant to Ohio Revised Code Section 723.06, no additional notice or publication is necessary if the owners of the abutting property agree in writing and that said writing is part of this record. All abutting property is owned by the Petitioner. There is cause for the vacation set forth, a street relocation accomplished by proposed new construction of Memorial Drive to generate additional land for development, and the vacation of said street would not be detrimental to the general interest of the community. The City of Lebanon should by ordinance declare the described portion of Right of Way along Justice Drive to be vacated.

Petitioner further sets forth that the described portion of Justice Drive would be of no further value or use to the City of Lebanon as road right-of-way, due to the street relocation accomplished by proposed new construction of Memorial Drive. The vacation of right-of-way along Justice Drive would transfer property to the abutting property owners, Warren County Commissioners for productive use.

Petitioner further acknowledges that the area requested to be vacated is part of the Warren County & Sheriff's Administration Office redevelopment project for Warren County Commissioners for construction of a 146,000 square foot jail facility and off-street parking and its vacation will not be detrimental to the general interest of the community, due to the street relocation accomplished by proposed new construction of Memorial Drive.

Warren County Commissioners  
pursuant to Res. # 20-1622, dated 11/10/2020

By: [Signature]

Print Name: David G Young

Title: President

APPROVED AS TO FORM

[Signature]  
Bruce A. McGary  
Asst. Prosecuting Attorney

SECTION 7. This ordinance is hereby declared an emergency measure necessary for the immediate preservation of the public peace, health, safety, and general welfare of the City of Lebanon, and furthermore to expedite the vacation of said right-of-way to facilitate construction of the new Warren County Jail; this ordinance shall take effect at the earliest period allowable by law.

Passed: *August 11, 2020*

*Maury J. Beem*  
Mayor

Attest:

*Annal Bunker*  
Clerk of Council

**Sponsors**

Mr. Messer, Mr. Shafer  
Council members

City  
Manager

City  
Auditor

City  
Attorney

*[Signature]*

*[Signature]*

*[Signature]*

**CERTIFICATE**

The undersigned, Clerk of Council, Lebanon Ohio, hereby certifies the foregoing to be a true and correct transcript of Ordinance 2020-086, adopted August 11, 2020.

*Annal Bunker*  
Clerk of Council



## Exhibit "B"

Parcel No.: 13-35-326-008



Situated in City of Lebanon, County of Warren, State of Ohio, being part of Section 35, Town 5 East, Range 3 North, and being Lot 4568-B, as the same is known and designated on the Recorded Plat of Warren County Center Phase Two, as recorded in Plat Book No. 97, Page No. 21 and 22 of the Plat records of Warren County, Ohio.

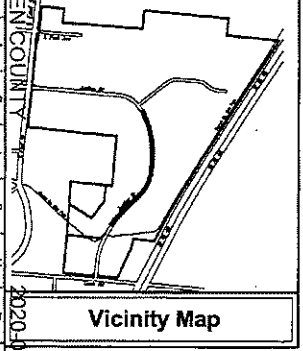
Parcel No.: 13-35-353-009



Situated in City of Lebanon, County of Warren, State of Ohio, being part of Section 35, Town 5 East, Range 3 North, and being Lot 4569, as the same is known and designated on the Recorded Plat of Replat of Lots 3 and 4 Warren County Center, as recorded in Plat Book No. 24, Page No. 85 and 86 of the Plat records of Warren County, Ohio.

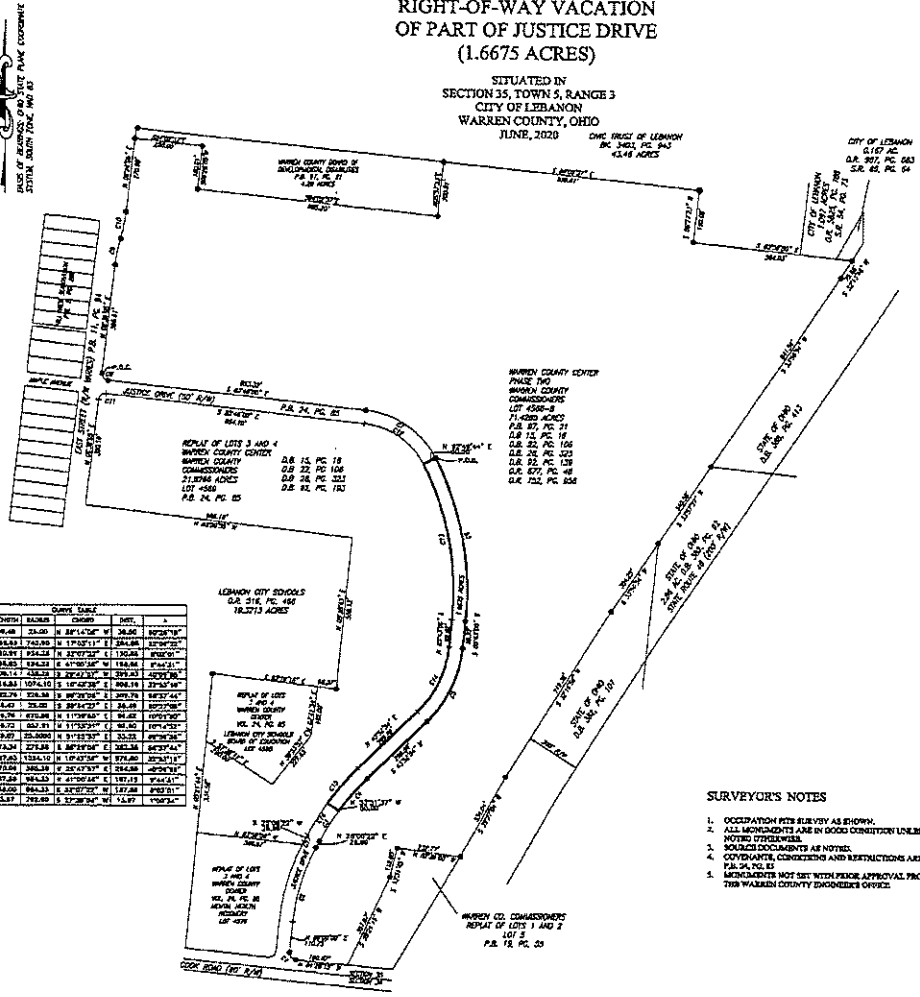
WARREN COUNTY ENGINEERING, INC. 2023 Infrastructure & Development Engineering, Inc.

2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33



### RIGHT-OF-WAY VACATION OF PART OF JUSTICE DRIVE (1.6675 ACRES)

SITUATED IN  
SECTION 35, TOWN 5, RANGE 3  
CITY OF LEBANON  
WARREN COUNTY, OHIO  
JUNE, 2020



**CITY MANAGER**  
I HEREBY APPROVE THIS PLAT ON THIS 12<sup>th</sup> DAY OF Aug, 2020

**CITY ENGINEER**  
I HEREBY APPROVE THIS PLAT ON THIS 12<sup>th</sup> DAY OF Aug, 2020

**WARREN COUNTY AUDITOR**  
APPROVED AND TRANSMITTED \_\_\_\_\_ 20

**WARREN COUNTY RECORDER**  
RECEIVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_ AT \_\_\_\_\_ M  
RECORDED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_ AT \_\_\_\_\_ M  
RECORDED IN PLAT BOOK NO. \_\_\_\_\_ PAGE \_\_\_\_\_

**WARREN COUNTY RECORDER**  
PRINTED NAME \_\_\_\_\_ PRINTED NAME \_\_\_\_\_

CURVE	LENGTH	BEARING	CHORD	DELTA	AREA
C1	39.48	S 23.00° W	39.48	89.25° 30'	10.25
C2	128.83	S 12.00° W	128.83	15.00° 00'	10.25
C3	150.91	S 23.00° W	150.91	89.25° 30'	10.25
C4	118.85	S 12.00° W	118.85	15.00° 00'	10.25
C5	108.14	S 23.00° W	108.14	89.25° 30'	10.25
C6	118.83	S 12.00° W	118.83	15.00° 00'	10.25
C7	322.24	S 23.00° W	322.24	89.25° 30'	10.25
C8	15.24	S 12.00° W	15.24	15.00° 00'	10.25
C9	15.24	S 23.00° W	15.24	89.25° 30'	10.25
C10	322.24	S 12.00° W	322.24	15.00° 00'	10.25
C11	322.24	S 23.00° W	322.24	89.25° 30'	10.25
C12	15.24	S 12.00° W	15.24	15.00° 00'	10.25
C13	15.24	S 23.00° W	15.24	89.25° 30'	10.25
C14	322.24	S 12.00° W	322.24	15.00° 00'	10.25
C15	15.24	S 23.00° W	15.24	89.25° 30'	10.25
C16	15.24	S 12.00° W	15.24	15.00° 00'	10.25
C17	15.24	S 23.00° W	15.24	89.25° 30'	10.25
C18	322.24	S 12.00° W	322.24	15.00° 00'	10.25
C19	15.24	S 23.00° W	15.24	89.25° 30'	10.25
C20	15.24	S 12.00° W	15.24	15.00° 00'	10.25
C21	15.24	S 23.00° W	15.24	89.25° 30'	10.25
C22	322.24	S 12.00° W	322.24	15.00° 00'	10.25
C23	15.24	S 23.00° W	15.24	89.25° 30'	10.25
C24	15.24	S 12.00° W	15.24	15.00° 00'	10.25
C25	15.24	S 23.00° W	15.24	89.25° 30'	10.25

**PERTINENT DOCUMENTS:**  
P.B. 11, PG. 84  
P.B. 19, PG. 55  
P.B. 24, PG. 85  
P.B. 91, PG. 25  
P.B. 97, PG. 21

- SURVEYOR'S NOTES**
- OCCUPATION PITS SURVEY AS SHOWN.
  - ALL MONUMENTS ARE IN GOOD CONDITION UNLESS NOTED OTHERWISE.
  - SOURCE DOCUMENTS AS NOTED.
  - COVENANTS, CONDITIONS AND RESTRICTIONS ARE PER P.B. OR P.O.S.
  - MONUMENTS NOT SET WITH PRIOR APPROVAL FROM THE WARREN COUNTY ENGINEER OFFICE.

OWNER  
WARREN COUNTY COMMISSIONERS  
406 JUSTICE DRIVE  
LEBANON, OH 45036

CURVE DATA  
 PROPERTY LINE  
 LOT LINE  
 RIGHT-OF-WAY LINE

**SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY THAT THIS MAP IS BASED ON A SURVEY MADE THROUGH INFRASTRUCTURE & DEVELOPMENT ENGINEERING, INC. (IDC) AT MY DIRECTION IN JUNE 2019.

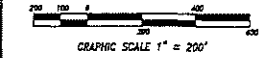


SAMUEL J. LEWIS, DND P.E. # 84671  
JONES WARNER CONSULTANTS, INC.  
1401 CLAUDE THOMAS RD, STE 31  
FRANKLIN, OHIO 43002  
JLW@joneswarners.com  
PHONE: (614) 754-4624  
FAX: (614) 754-4646

*Samuel J. Lewis* 7-19-2020  
Signature Date

Surveyed by: S. BRETCH		Any project office has online project tracking. Check email for site updates and site photos.	Scale: 1" = 200'
Drawn by: S. BRETCH			Date: 07/09/2020
Checked by: S. LEWIS			Sheet No: 1 OF 2
Approved by: S. LEWIS			Project No: 18070A-3D

EXHIBIT "C"



1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33

WARREN COUNTY  
RECORDED  
2/10/09

LEGAL DESCRIPTION  
RIGHT-OF-WAY VACATION  
PART OF JUSTICE DRIVE - 1.6675 ACRES

Pl. 13-35-326-008 Pl. 13-35-353-009

Situate in Section 35, Town 5, Range 3, City of Lebanon, Warren County, Ohio and being part of the right-of-way dedicated as Justice Drive on Warren County Center as recorded in Plat Book 11, Page 84 and Replat of Lots 3 and 4, Warren County Center as recorded in Plat Book 24, Page 85 of Warren County Recorder's Office and being more particularly described as follows:

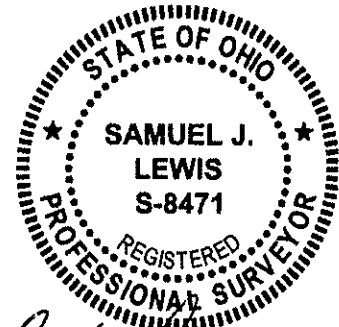
Commence at a found iron pin with cap at the intersection of the easterly right-of-way of East Street and the northerly right-of-way of Justice Drive; thence following the northerly right-of-way of Justice Drive the following three courses: along a curve to the left having a radius of 25.00 feet and length of 39.47 feet to a found iron pin with cap, said curve having a chord of S 38°34'27" E and length of 35.49 feet; thence S 83°48'00" E a distance of 953.32 feet to a found iron pin with cap; thence along a tangent curve to the right having a radius of 326.56 feet and length of 322.76 feet to a found iron pin with cap, said curve having a chord of S 55°29'08" E and length of 309.78 feet, said point also being the **TRUE POINT OF BEGINNING** for this description; thence along said easterly right-of-way of Justice Drive the following five courses: along a tangent curve to the right having a radius of 1074.10 feet and length of 616.53 feet to a found iron pin with cap, said curve having a chord of S 10°43'38" E and length of 608.10 feet; thence S 05°43'00" W a distance of 99.92 feet to a found iron pin with cap; thence along a tangent curve to the right having a radius of 435.28 feet and length of 305.14 feet to a found iron pin with cap, said curve having a chord of S 25°47'57" W and length of 298.93 feet; thence S 45°52'54" W a distance of 299.89 feet to a found iron pin with cap; thence along a tangent curve to the left having a radius of 934.23 feet and length of 158.85 feet to a point, said curve having a chord of S 41°00'38" W and length of 158.66 feet; thence leaving said easterly right-of-way and across the existing right-of-way with a new division line N 53°51'37" W a distance of 50.00 feet to a point on the westerly right-of-way of Justice Drive; thence along said westerly right-of-way the following five courses: along a curve to the right having a radius of 984.23 feet and length of 167.35 feet to a point, said curve having a chord of N 41°00'38" E and length of 167.15 feet; thence N 45°52'54" E a distance of 299.89 feet to a point; thence along a tangent curve to the left having a radius of 385.28 feet and length of 270.09 feet to a point, said curve having a chord of N 25°47'57" E, and a chord length of 264.59

feet; thence N 05°43'00" E a distance of 99.92 feet to a point; thence along a tangent curve to the left having a radius of 1024.10 feet and length of 587.83 feet to a point, said curve having a chord of N 10°43'38" W and a length of 579.80 feet; thence leaving said westerly right-of-way and across the existing right-of-way with a new division line N 62°49'44" E a distance of 50.00 feet and returning to the POINT OF BEGINNING.

Containing 1.6675 acres of land, more or less. Subject to all legal highways and easements of record.

The basis of bearings for this description is the Ohio State Plane Coordinate System, South Zone, NAD83.

The above description being taken from a field survey and plat by Infrastructure & Development Engineering, Incorporated, under the supervision of Samuel J. Lewis, Ohio Registered Land Surveyor No. 8471, said survey being dated June, 2019.



*Samuel J. Lewis*

7-13-2020

WARREN COUNTY, OHIO  
SECTION 35, TOWN 3, RANGE 3  
CITY OF LEBANON  
WARREN COUNTY, OHIO  
JUNE, 2020

2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33

WARREN COUNTY, OHIO  
SECTION 35, TOWN 3, RANGE 3  
CITY OF LEBANON  
WARREN COUNTY, OHIO  
JUNE, 2020

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33

### RIGHT-OF-WAY VACATION OF PART OF JUSTICE DRIVE (1.6675 ACRES)

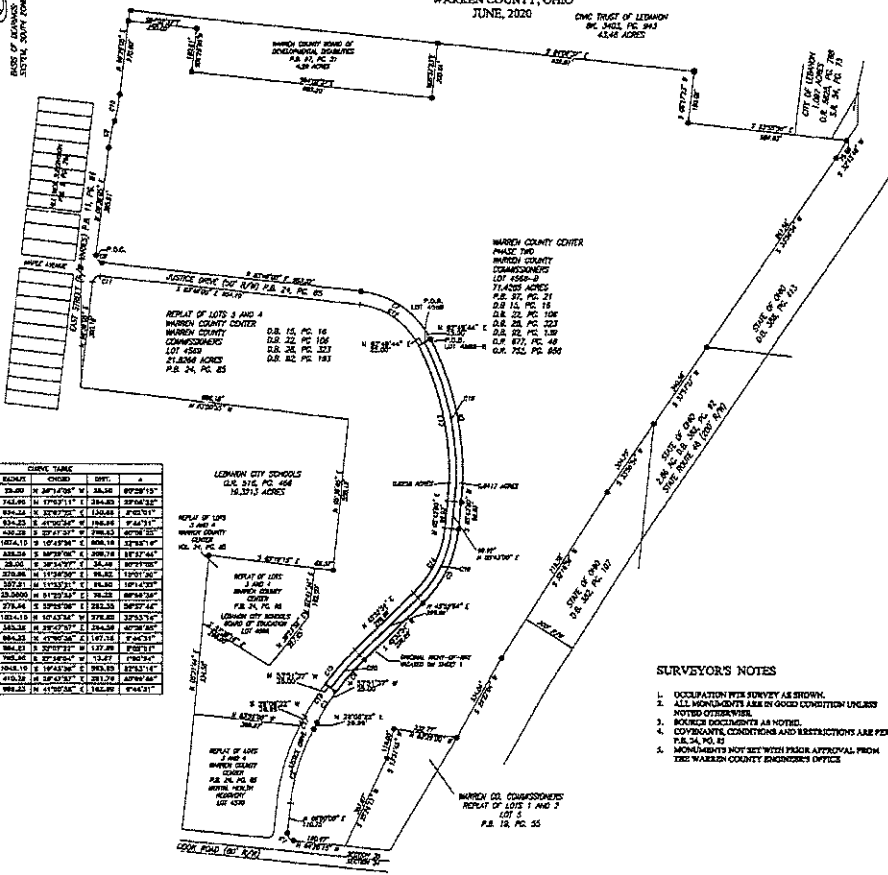
SITUATED IN  
SECTION 35, TOWN 3, RANGE 3  
CITY OF LEBANON  
WARREN COUNTY, OHIO  
JUNE, 2020

RECIPIENT OWNERS  
WARREN COUNTY COMMISSIONERS,  
OWNER OF LOT #4569, TO BE  
CONVEYED WITH 0.8258 ACRE TRACT  
IN ITS ENTIRETY,  
WARREN COUNTY COMMISSIONERS,  
OWNER OF LOT #4568-B, TO BE  
CONVEYED WITH THE 0.8417 ACRE  
TRACT IN ITS ENTIRETY.

Pl. 13-35-324-008 (PL LOT 4569-B)  
Pl. 13-35-353-009 (PL LOT 4568-B)  
21 July 2020

PERTINENT DOCUMENTS:  
P.B. 11, PG. 84  
P.B. 19, PG. 55  
P.B. 24, PG. 85  
P.B. 91, PG. 25  
P.B. 97, PG. 21

MARK	LENGTH	BEARING	CHORD	DEPT.	AREA
C1	86.48	S 89° 10' 50" W	26.56	89° 29' 13"	
C2	199.49	S 74° 05' 11" W	214.85	27° 04' 33"	
C3	136.91	S 82° 04' 15" W	135.68	1° 02' 11"	
C4	184.88	S 82° 23' 52" W	186.84	0° 44' 31"	
C5	206.14	S 82° 02' 11" W	205.83	0° 09' 58"	
C6	419.83	S 82° 01' 15" W	418.16	0° 01' 07"	
C7	822.79	S 82° 00' 00" W	820.78	0° 00' 00"	
C8	86.47	S 89° 10' 50" W	26.56	89° 29' 13"	
C9	199.49	S 74° 05' 11" W	214.85	27° 04' 33"	
C10	136.91	S 82° 04' 15" W	135.68	1° 02' 11"	
C11	184.88	S 82° 23' 52" W	186.84	0° 44' 31"	
C12	206.14	S 82° 02' 11" W	205.83	0° 09' 58"	
C13	419.83	S 82° 01' 15" W	418.16	0° 01' 07"	
C14	822.79	S 82° 00' 00" W	820.78	0° 00' 00"	
C15	86.47	S 89° 10' 50" W	26.56	89° 29' 13"	
C16	199.49	S 74° 05' 11" W	214.85	27° 04' 33"	
C17	136.91	S 82° 04' 15" W	135.68	1° 02' 11"	
C18	184.88	S 82° 23' 52" W	186.84	0° 44' 31"	
C19	206.14	S 82° 02' 11" W	205.83	0° 09' 58"	
C20	419.83	S 82° 01' 15" W	418.16	0° 01' 07"	
C21	822.79	S 82° 00' 00" W	820.78	0° 00' 00"	
C22	86.48	S 89° 10' 50" W	26.56	89° 29' 13"	



**SURVEYOR'S NOTES**  
1. OCCUPATION PITS SURVEY AS SHOWN.  
2. ALL MONUMENTS ARE AS SHOWN UNLESS NOTED OTHERWISE.  
3. BORERS DOCUMENTS AS NOTED.  
4. COVENANTS, CONDITIONS AND RESTRICTIONS ARE PER P.B. 34, PG. 83.  
5. MONUMENTS NOT SET WITH PRIOR APPROVAL FROM THE WARREN COUNTY ENGINEER'S OFFICE.

DEEDS  
WARREN COUNTY COMMISSIONERS  
405 JUSTICE DRIVE,  
LEBANON, OH 45006

FOOTING AND CURB  
FOOTING AND CURB  
FOOTING AND CURB

#### SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS MAP IS BASED ON A SURVEY MADE THROUGH INFRASTRUCTURE & DEVELOPMENT ENGINEERING, INC. (IDE) AT MY DIRECTION IN JUNE 2020.



SAMUEL J. LEWIS, OHIO P.E. #4751  
JAMES HANCOCK CONSULTANTS, INC.  
6401 CLAUDE THOMAS RD, STE 51  
FRANKLIN, OHIO 43026  
PHONE: (614) 761-8884  
FAX: (614) 761-8884

*Samuel J. Lewis* 7-13-2020  
Surveyor

Designed by:  
B. BRITCH  
Checked by:  
B. BRITCH  
Checked by:  
S. LEWIS  
Approved by:  
S. LEWIS



CONTRACT OFFICE  
P.O. BOX 4000  
COLUMBUS, OHIO 43261  
Tel: 614 477-4100  
Fax: 614 477-4100

Scale: 1" = 200'  
Date: 07/08/2020  
2 OF 2  
18070A-30

Vicinity Map

LEGAL DESCRIPTION  
RIGHT-OF-WAY VACATION  
PART OF VACATED RIGHT-OF-WAY - 0.8417 ACRES  
PT. 13-35-326-008

WARREN COUNTY  
RECORDED  
2/21/20

Situate in Section 35, Town 5, Range 3, City of Lebanon, Warren County, Ohio and being part of the right-of-way dedicated as Justice Drive on Warren County Center as recorded in Plat Book 11, Page 84 and Replat of Lots 3 and 4, Warren County Center as recorded in Plat Book 24, Page 85 of Warren County Recorder's Office and being more particularly described as follows:

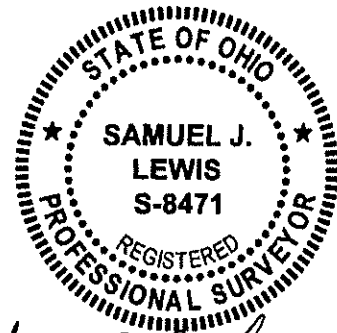
Commence at a found iron pin with cap at the intersection of the easterly right-of-way of East Street and the northerly right-of-way of Justice Drive; thence following the northerly right-of-way of Justice Drive the following three courses: along a curve to the left having a radius of 25.00 feet and length of 39.47 feet to a found iron pin with cap, said curve having a chord of S 38°34'27" E and length of 35.49 feet; thence S 83°48'00" E a distance of 953.32 feet to a found iron pin with cap; thence along a tangent curve to the right having a radius of 326.56 feet and length of 322.76 feet to a found iron pin with cap, said curve having a chord of S 55°29'08" E and length of 309.78 feet, said point also being the **TRUE POINT OF BEGINNING** for this description; thence along the easterly right-of-way for Justice Drive the following five courses: along a tangent curve to the right having a radius of 1074.10 feet and length of 616.53 feet to a found iron pin with cap, said curve having a chord of S 10°43'38" E and length of 608.10 feet; thence S 05°43'00" W a distance of 99.92 feet to a found iron pin with cap; thence along a tangent curve to the right having a radius of 435.28 feet and length of 305.14 feet to a found iron pin with cap, said curve having a chord of S 25°47'57" W and length of 298.93 feet; thence S 45°52'54" W a distance of 299.89 feet to a found iron pin with cap; thence along a tangent curve to the left having a radius of 934.23 feet and length of 158.85 feet to a point, said curve having a chord of S 41°00'38" W and length of 158.66 feet; thence leaving said easterly right-of-way and through the existing right-of-way with new division lines the following seven courses: N 53°51'37" W a distance of 25.00 feet to a point on the centerline of Justice Drive; thence along said centerline the following five courses: along a non-tangent curve to the right having a radius of 959.23 feet and length of 163.10 feet to a point, said curve having a chord of N 41°00'38" E and length of 162.90 feet; thence N 45°52'54" E a distance of 299.89 feet to a point; thence along a tangent curve to the left having a radius of 410.28 feet and length

of 287.61 feet to a point, said curve having a chord of N 25°47'57" E, and a chord length of 281.76 feet; thence N 05°43'00" E a distance of 99.92 feet to a point; thence along a tangent curve to the left having a radius of 1049.10 feet and length of 602.18 feet to a point, said curve having a chord of N 10°43'38" W and a length of 593.95 feet; thence leaving said centerline N 62°49'44" E a distance of 25.00 feet and returning to the POINT OF BEGINNING.

Containing 0.8417 acres of land, more or less. Subject to all legal highways and easements of record.

The basis of bearings for this description is the Ohio State Plane Coordinate System, South Zone, NAD83.

The above description being taken from a field survey and plat by Infrastructure & Development Engineering, Incorporated, under the supervision of Samuel J. Lewis, Ohio Registered Land Surveyor No. 8471, said survey being dated June, 2019.



*Samuel J. Lewis*  
7-13-2020

LEGAL DESCRIPTION  
RIGHT-OF-WAY VACATION  
PART OF VACATED RIGHT-OF-WAY - 0.8258 ACRES

PT. 13-35-353-009



Situate in Section 35, Town 5, Range 3, City of Lebanon, Warren County, Ohio and being part of the right-of-way dedicated as Justice Drive on Warren County Center as recorded in Plat Book 11, Page 84 and Replat of Lots 3 and 4, Warren County Center as recorded in Plat Book 24, Page 85 of Warren County Recorder's Office and being more particularly described as follows:

Commence at a found iron pin with cap at the intersection of the easterly right-of-way of East Street and the northerly right-of-way of Justice Drive; thence following the northerly right-of-way of Justice Drive the following three courses: along a curve to the left having a radius of 25.00 feet and length of 39.47 feet to a found iron pin with cap, said curve having a chord of S 38°34'27" E and length of 35.49 feet; thence S 83°48'00" E a distance of 953.32 feet to a found iron pin with cap; thence along a tangent curve to the right having a radius of 326.56 feet and length of 322.76 feet to a found iron pin with cap, said curve having a chord of S 55°29'08" E and length of 309.78 feet; thence leaving said right-of-way and partly across the existing right-of-way S 62°49'44" W a distance of 25.00 feet to a point on the centerline of Justice Drive, said point also being the **TRUE POINT OF BEGINNING** for this description; thence along said centerline with new division lines for the following five courses: along a non-tangent curve to the right having a radius of 1049.10 feet and length of 602.18 feet to a point, said curve having a chord of S 10°43'38" E and length of 593.95 feet; thence S 05°43'00" W a distance of 99.92 feet to a point; thence along a tangent curve to the right having a radius of 410.28 feet and length of 287.61 feet to a point, said curve having a chord of S 25°47'57" W and length of 281.76 feet; thence S 45°52'54" W a distance of 299.89 feet to a point; thence along a tangent curve to the left having a radius of 959.23 feet and length of 163.10 feet to a point, said curve having a chord of S 41°00'38" W and length of 162.90 feet; thence leaving said centerline on a new division line N 53°51'37" W a distance of 25.00 feet to a point on the westerly right-of-way of Justice Drive; thence along said westerly right-of-way the following five courses: along a non-tangent curve to the right having a radius of 984.23 feet and length of 167.35 feet to a point, said curve having a chord of N 41°00'38" E and length of 167.15 feet; thence N 45°52'54" E a distance of 299.89 feet to a point; thence along a tangent curve to

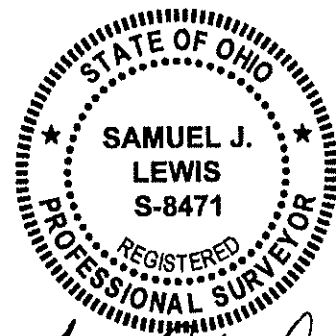


the left having a radius of 385.28 feet and length of 270.09 feet to a point, said curve having a chord of N 25°47'57" E, and a chord length of 264.59 feet; thence N 05°43'00" E a distance of 99.92 feet to a point; thence along a tangent curve to the left having a radius of 1024.10 feet and length of 587.83 feet to a point, said curve having a chord of N 10°43'38" W and a length of 579.80 feet; thence leaving said westerly right-of-way and partly across the existing right-of-way with a new division line N 62°49'44" E a distance of 25.00 feet and returning to the POINT OF BEGINNING.

Containing 0.8258 acres of land, more or less. Subject to all legal highways and easements of record.

The basis of bearings for this description is the Ohio State Plane Coordinate System, South Zone, NAD83.

The above description being taken from a field survey and plat by Infrastructure & Development Engineering, Incorporated, under the supervision of Samuel J. Lewis, Ohio Registered Land Surveyor No. 8471, said survey being dated June, 2019.



*Samuel J. Lewis*


7-13-2020

Exhibit "D"

Written Consent to Street Vacation: Notice Not Required

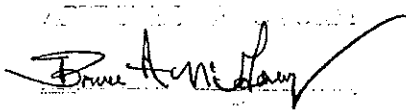
Pursuant to section 723.06 of the Ohio Revised Code, we, the undersigned, do hereby consent and agree to the vacation of a section of Justice Drive Street as described in Exhibit "B" attached to the Petition for Vacation. The undersigned also certify that we are owners of the property abutting that section of Justice Drive proposed to be vacated, and accept the conveyance of the vacated right-of-way as illustrated in Exhibit "C."

Warren County Board of County Commissioners  
pursuant to Res. # 20-1622, dated 11/10/2020.

By: 

Print Name: David B Young

Title: President

  
Bruce A. Young  
Asst. Dir. Public Works

# Resolution

Number 20-1623

Adopted Date November 10, 2020

APPROVE AND ADOPT THE WARREN COUNTY STORM WATER REGULATIONS WHICH INCLUDES EROSION PREVENTION AND SEDIMENT CONTROL, POST CONSTRUCTION STORM WATER RUNOFF CONTROL, AND ILLICIT DISCHARGE DETECTION AND ELIMINATION

WHEREAS, this Board met on October 27, 2020 and again this 10<sup>th</sup> day of November 2020, for two public hearings to consider the adoption of the Warren County Storm Water Regulations which includes Erosion Prevention and Sediment Control, Post Construction Storm Water Runoff Control, and Illicit Discharge Detection and Elimination in accordance with Ohio Revised Code Section 307.37; and

WHEREAS, during said public hearings, this Board considered the recommendations from the Warren County Soil and Water Conservation District, Warren County Engineer's Office, and all those present to speak in favor of or in opposition to the adoption of said regulations; and

NOW THEREFORE BE IT RESOLVED, to approve and adopt the Warren County Storm Water Regulations which includes Erosion Prevention and Sediment Control, Post Construction Storm Water Runoff Control, and Illicit Discharge Detection and Elimination in accordance with Ohio Revised Code Section 307.37; said regulations 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. Young – yea

Resolution adopted this 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

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

cc: Soil & Water (file)  
Engineer (file)  
Public Hearing file  
Cincinnati HBA  
Dayton HBA



# **Warren County Storm Water Regulations**

**Adopted: November 10, 2020**

**Resolution: 20-1623**

# Warren County Stormwater Regulations

The information contained within this document is comprised of 3 storm water regulations: Erosion Prevention and Sediment Control, Post-Construction Storm Water Runoff Control and Illicit Discharge Detection and Elimination.

## Table of Contents

### Erosion Prevention and Sediment Control

SECTION 100	TITLE.....	3
SECTION 101	STATUTORY AUTHORITY .....	3
SECTION 102	PURPOSE.....	3
SECTION 103	APPLICABILITY.....	4
SECTION 104	DISCLAIMER OF LIABILITY .....	4
SECTION 105	CONFLICTS, SEVERABILITY, NUISANCES AND RESPONSIBILITY .....	4
SECTION 106	DEFINITIONS .....	5
SECTION 107	ADMINISTRATION.....	7
SECTION 108	COMPLIANCE WITH STATE AND FEDERAL REGULATIONS.....	7
SECTION 109	PERMIT REQUIREMENTS .....	7
SECTION 110	INSPECTION .....	8
SECTION 111	MAINTENANCE NEEDS, VIOLATIONS, ENFORCEMENT AND PENALTIES ..	8
SECTION 112	APPEALS.....	10

### Post-Construction Storm Water Runoff Control

SECTION 200	TITLE.....	11
SECTION 201	STATUTORY AUTHORITY .....	11
SECTION 202	PURPOSE.....	11
SECTION 203	APPLICABILITY.....	12
SECTION 204	DISCLAIMER OF LIABILITY .....	12
SECTION 205	CONFLICTS, SEVERABILITY, NUISANCES AND RESPONSIBILITY .....	12
SECTION 206	DEFINITIONS .....	13
SECTION 207	ADMINISTRATION.....	15

SECTION 208	COMPLIANCE WITH STATE AND FEDERAL REGULATIONS.....	15
SECTION 209	PERMIT REQUIREMENTS .....	15
SECTION 210	STORMWATER QUANTITY CONTROL.....	15
SECTION 211	FINAL INSPECTION AND APPROVAL .....	16
SECTION 212	MAINTENANCE.....	16
SECTION 213	MAINTENANCE NEEDS, VIOLATIONS, ENFORCEMENT AND PENALTIES	17
SECTION 214	APPEALS.....	18

**Illicit Discharge Detection and Elimination**

SECTION 300	TITLE.....	19
SECTION 301	STATUTORY AUTHORITY .....	19
SECTION 302	PURPOSE .....	19
SECTION 303	APPLICABILITY .....	19
SECTION 304	DISCLAIMER OF LIABILITY .....	20
SECTION 305	CONFLICTS, SEVERABILITY, NUISANCES AND RESPONSIBILITY.....	20
SECTION 306	DEFINITIONS.....	20
SECTION 307	ADMINISTRATION .....	22
SECTION 308	PROHIBITION OF ILLICIT DISCHARGES .....	22
SECTION 309	PROHIBITION OF ILLICIT CONNECTIONS.....	23
SECTION 310	SUSPENSION OF MS4 ACCESS.....	23
SECTION 311	INDUSTRIAL OR CONSTRUCTION ACTIVITY DISCHARGES.....	23
SECTION 312	MONITORING FOR ILLICIT DISCHARGES AND ILLICIT CONNECTIONS....	23
SECTION 313	NOTIFICATION OF SPILLS .....	24
SECTION 314	ENFORCEMENT .....	25
SECTION 315	APPEAL OF NOTICE OF VIOLATION .....	25
SECTION 316	COST OF ABATEMENT OF THE VIOLATION .....	26
SECTION 317	VIOLATIONS DEEMED A PUBLIC NUISANCE.....	26
SECTION 318	REMEDIES NOT EXCLUSIVE .....	26

## **Erosion Prevention and Sediment Control**

### **SECTION 100      TITLE**

These regulations and amendments thereto, shall be cited as the Warren County Erosion Prevention and Sediment Control regulations and may hereinafter be referred to as “these regulations”.

### **SECTION 101      STATUTORY AUTHORITY**

These regulations are promulgated in accordance with section 307.79 of the Ohio Revised Code, whereby a board of county commissioners may adopt, amend and rescind rules to implement phase II of the storm water program of the national pollutant discharge elimination system established in 40 C.F.R. Part 122.

These regulations shall not apply inside the limits of municipal corporations or the limits of townships with a limited home rule government that have adopted rules under section 504.21 of the Revised Code, to lands being used in a strip mine operation as defined in section 1513.01 of the Revised Code, or to land being used in a surface mine operation as defined in section 1514.01 of the Revised Code.

Per section 307.79 of the Ohio Revised Code, these regulations shall require persons to file plans governing erosion control, sediment control, and water management before clearing, grading, excavating, filling, or otherwise wholly or partially disturbing one or more contiguous acres of land owned by one person or operated as one development unit for the construction of nonfarm buildings, structures, utilities, recreational areas, or other similar nonfarm uses.

### **SECTION 102      PURPOSE**

The Warren County Board of County Commissioners adopts these regulations as a comprehensive rewrite of amends and supersedes the regulations adopted February 5th, 2019.

The purpose of these regulations is to establish technically feasible and economically reasonable standards to achieve a level of management and conservation practices that will abate wind or water erosion of the soil or abate the degradation of the waters within the state by soil sediment in conjunction with land grading, excavating, filling, or other soil disturbing activities on land used or being developed for non-agriculture, commercial, industrial, residential, or other non-agriculture purposes, and establish criteria for determination of the acceptability of those management and conservation practices.

The purposes of these regulations include, without limitation, the following:

1. Permitting development while minimizing erosion and sedimentation.
2. Reducing impairment of receiving streams which may be caused by erosion and sedimentation from construction and other earth disturbing activities.
3. Encouraging innovative design which will enhance the control of erosion and sedimentation in a manner consistent with the intent of these regulations.

### **SECTION 103    APPLICABILITY**

These regulations are intended to conform to the requirements found in the Ohio Environmental Protection Agency (Ohio EPA) Phase II General Permit for Municipal Separate Storm Sewer Systems (MS4) and the associated OEPA Construction General Permit. As the OEPA permits are routinely updated, any inconsistencies in the requirements, definitions or verbiage between these regulations as compared to the OEPA permits shall assume the current permit language prevails.

These regulations shall apply to all earth disturbing activities covered in the Construction General Permit which shall be performed on unincorporated lands of Warren County, Ohio except those activities excluded in Section 307.79 of the Ohio Revised Code as follows:

- A. Strip mining operations regulated under Section 1513.01 of the Ohio Revised Code;
- B. Surface mining operations regulated by Section 1514.01 of the Ohio Revised Code;
- C. Public highways, transportation, and drainage improvement or maintenance project undertaken by a government agency or political subdivision in accordance with a statement of its standard sediment control policies that is approved by the board or the chief of the division of soil and water conservation in the Ohio department of agriculture.
- D. Any emergency activity that is immediately necessary for the protection of life, property, or natural resources.
- E. Agricultural operations as defined in Section 106 of this regulation.

### **SECTION 104    DISCLAIMER OF LIABILITY**

Compliance with the provisions of these regulations shall not relieve any person from responsibility for damage to any person otherwise imposed by law. The provisions of these regulations are promulgated to promote the health, safety and welfare of the public and are not designed for the benefit of any individual or any particular parcel of property. By approving a Storm Water Pollution Prevention Plan (SWP3) under these regulations, Warren County does not accept responsibility for the design, installation, and operation and maintenance of erosion control practices or facilities.

### **SECTION 105    CONFLICTS, SEVERABILITY, NUISANCES AND RESPONSIBILITY**

These regulations are not intended to interfere with, abrogate, or annul any other ordinance, rule or regulation, statute, or other provision of law. The requirements of these regulations should be considered minimum requirements, and where any provision of these regulations imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, whichever provisions are more restrictive or impose higher protective standards for human health or the environment shall be considered to take precedence.

If any clause, section, or provision of these regulations is declared invalid or unconstitutional by a court of competent jurisdiction, the validity of the remainder shall not be affected thereby.

These regulations shall not be construed as authorizing any person to maintain a nuisance on their property, and compliance with the provisions of these regulations shall not be a defense in any



action to abate such a nuisance.

Failure of Warren County to observe or recognize hazardous or unsightly conditions or to recommend corrective measures shall not relieve the site owner from the responsibility for the condition or damage resulting therefrom, and shall not result in Warren County, its officers, employees, or agents being responsible for any condition or damage resulting therefrom.

## **SECTION 106 DEFINITIONS**

For the purposes of these regulations, the following terms shall have the meaning herein indicated; otherwise, words or terms not defined, or interpreted by these regulations or statutory or administrative law, shall have their customary meaning as interpreted by Ohio common law, or in the event no common law exists then as found in the most recent editions of published dictionaries.

**Applicant** - A property owner or agent of a property owner who has filed an application for an Earth Disturbing Permit.

**Agriculture** - Agriculture includes agricultureing; ranching; aquaculture; algaculture meaning the agricultureing of algae; apiculture and related apicultural activities, production of honey, beeswax, honeycomb, and other related products; horticulture; viticulture, winemaking, and related activities; animal husbandry, including, but not limited to, the care and raising of livestock, equine, and fur-bearing animals; poultry husbandry and the production of poultry and poultry products; dairy production; the production of field crops, tobacco, fruits, vegetables, nursery stock, ornamental shrubs, ornamental trees, flowers, sod, or mushrooms; timber; pasturage; any combination of the foregoing; the processing, drying, storage, and marketing of agricultural products when those activities are conducted in conjunction with, but are secondary to, such husbandry or production; and any additions or modifications to the foregoing made by the director of agriculture by rule adopted in accordance with Chapter 119. of the Revised Code.

**Board of County Commissioners** – Consists of the three duly elected or appointed County Commissioners of Warren County, Ohio, a political subdivision of the State of Ohio operating under a statutory scheme of County government, that is vested with the authority to promulgate and enforce administrative rules of storm water management per section 307.79 of the Ohio Revised Code, referred to hereinafter as Warren County.

**Clean Water Act** - The federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

**County Engineer** — means the elected or appoint County Engineer of Warren County, Ohio, referred to hereinafter as the County Engineer.

**Construction General Permit** - Ohio Environmental Protection Agency's General Permit Authorization for Storm Water Discharges Associated with Construction Activity Under the National Pollution Discharge Elimination System.

**Construction Site** - Any parcel of land on which land has been disturbed for non-farming activity in the efforts to construct a new land or building feature.

**Developer** - Any individual, sub-divider, firm, association, syndicate, partnership, corporation, trust, or any other legal entity commencing land disturbance activities subject to these regulations.

**Development/Construction Area** - Any tract, lot, parcel of land or combination of such which are part of a larger common plan of development, upon which more than one acre of earth disturbing activity is to be performed.

**Drainage** – The removal of surface water or groundwater from land by surface or subsurface drains.

**Earth Disturbing Activity** - Any clearing, grading, excavating, grubbing, and/ or filling or other alteration of the earth's surface where natural or man-made ground cover is destroyed and which may result in or contribute to erosion and sediment pollution.

**Earth Disturbing Permit** - A permit to perform earth disturbing activities provided by the County Engineer or its designated agent once a developer/owner meets specific criteria as outlined in these regulations.

**Environmental Protection Agency** - The United States Environmental Protection Agency, including but not limited to the Ohio Environmental Protection Agency (Ohio EPA), or any duly authorized official of said agency.

**Erosion** – The process by which the land surface is worn away by the action of water, wind ice or gravity.

**Erosion and Sediment Control Plan** - A strategy or plan to minimize erosion and prevent off-site sedimentation by passing sediment laden runoff through a sediment control measure, which has been prepared and approved in accordance these regulations and those requirements of the Construction General Permit. The erosion and sediment control plan is most often part of a larger set of construction drawings.

**Grading** – Earth disturbing activity such as excavation, stripping cutting, filling stockpiling, or any combination thereof.

**NPDES** – National Pollutant Discharge Elimination System. A regulatory program in the Federal Clean Water Act that prohibits the discharge of pollutants into surface waters of the United States without a permit.

**Owner** - Someone who holds the right of possession and title to a parcel or tract of land.

**Phasing** - Clearing a parcel of land in distinct phases, with the stabilization of each phase completed before the clearing of the next.

**Redevelopment** – A construction project on land where impervious surface has previously been installed and where the new land use will not increase the runoff coefficient. If the new land use will increase the runoff coefficient, then the project is considered to be a new development project rather than a redevelopment project.

**Runoff** – The portion of precipitation in excess of the infiltration capacity of underlying soils to absorb and contain which drains away from and runs of the surface of land.

**Sediment** – Solid material, both mineral and organic, that is in suspension, is being transported,

or has been moved from its site of origin by wind, water, gravity, or ice, and has come to rest on the earth's surface.

**Site owner or property owner** – Any individual, corporation, firm, trust, commission, board, public or private partnership, joint venture, agency, unincorporated association, municipal corporation, county or state agency, the federal government, other legal entity, or an agent thereof that is responsible for the overall construction site.

**Soil disturbing activity or earth disturbing activity** – Clearing, grading, excavating, filling, or other alteration of the earth's surface where natural or human made ground cover is destroyed and that may result in, or contribute to, increased storm water quantity and/or decreased storm water quality.

**Stop Work Order** - An order issued which requires that all construction activity on a site be stopped.

**Storm Water Pollution Prevention Plan (SWP3)** - The SWP3 is a stand-alone document required by these regulations and the Construction General Permit for all construction sites disturbing one acre or more of land. The SWP3 describes all the construction site operator's activities to prevent storm water contamination, control sedimentation and erosion, manage post construction storm water runoff and comply with the requirements of the Clean Water Act.

## **SECTION 107 ADMINISTRATION**

Warren County may designate specific duties and responsibilities to a designated agent through the execution of a memorandum of understanding or contractual agreement. Warren County or its designated agent may furnish additional policy, criteria and information including specifications and standards, for the proper implementation of the requirements of these regulations and may provide such information in the form of a Storm Water Design Manual. The manual may be updated and expanded from time to time, at the discretion of the County, based on improvements in engineering, science, monitoring and local maintenance experience.

## **SECTION 108 COMPLIANCE WITH STATE AND FEDERAL REGULATIONS**

Approvals issued in accordance with these regulations do not relieve the applicant of responsibility for obtaining all other necessary permits and/or approvals from other federal, state, and/or county agencies and other public entities having regulatory jurisdiction. Applicants may be required to show compliance with all applicable regulatory requirements.

## **SECTION 109 PERMIT REQUIREMENTS**

No person shall begin land clearing and/or soil disturbing activities greater than 1 acre until first obtaining an earth disturbing permit from the County.

Unless specifically excluded by these regulations, any landowner or operator desiring a permit for a earth disturbance activity shall submit a permit application. Unless otherwise excepted by these regulations, a permit application must be accompanied by the following in order that the permit application be considered: a SWP3, Operation and Maintenance documents, and a non-refundable

permit review fee, if applicable.

Approvals issued in accordance with these regulations shall be void two years from the date of permit issuance unless soil disturbing activities have commenced. Appropriate and timely progress toward completion of work must occur, or the permit will be void.

An expired permit may be renewed by resubmitting all of the necessary requirements found in these regulations and the Storm Water Design Manual.

#### **SECTION 110 INSPECTION**

The County or its designated agent may complete routine site inspections of land disturbance activities to evaluate compliance with the approved SWP3 and shall notify the permittee wherein the work fails to comply with the SWP3 as approved. The inspections may be performed monthly or more frequently. The inspector may enter the property of the applicant as deemed necessary to make regular inspections.

Plans for grading, stripping, excavating, and filling work which have been approved by the County or its designated agent shall be maintained at the site.

#### **SECTION 111 MAINTENANCE NEEDS, VIOLATIONS, ENFORCEMENT AND PENALTIES**

No person shall violate or cause or knowingly permit to be violated any of the provisions of these regulations, or fail to comply with any of such provisions or with any lawful requirements of any public authority made pursuant to these regulations, or knowingly use or cause or permit the use of any lands in violation of these regulations or in violation of any permit granted under these regulations. All temporary erosion and sediment control practices shall be installed according to the timeline set forth in the approved SWP3 and in accordance with the Construction General Permit. These practices shall be maintained and repaired as needed to assure continued performance of their intended function. The developer/owner shall be responsible for such maintenance and repairs until the receipt of a notice of termination.

A. If a deficiency or lack of installation of an erosion and sediment control practice is found, the inspector will communicate the need to the developer/owner, develop a timeline for compliance, and will afford the developer/owner an opportunity to bring the project back into compliance before moving the deficiency to a violation. Over the course of construction and through deterioration by use and weather, erosion and sediment control practices often need maintenance, repair or re-installation.

The developer/owner shall assign qualified inspection personnel to inspect all sediment and erosion control practices at a frequency set forth in the latest Construction General Permit. If any erosion and sediment control practice needs maintenance, repair or reinstall, the developer/owner shall comply with the timeline set forth in the Construction General Permit.

If the developer/owner is unresponsive or if the owner/developer does not comply with the inspector's requests or timeline to remediate the maintenance needs, deficiencies or lack of installed practices, the County or its designated agent can upgrade the maintenance need, deficiency or lack of installation to a violation.

B. If the County or its designated agent determines that a violation of these regulations exists, the following actions may be taken.

1. An immediate stop work order may be issued if the violator failed to obtain any federal, state, or local permit necessary for sediment and erosion control, earth movement, clearing, or cut and fill activity. Persons receiving a stop work order will be required to halt all construction activities. This stop work order will be in effect until the County or its designated agent confirms that the development activity is in compliance and the violation has been satisfactorily addressed.
2. If the violator has obtained proper permits, but an activity is not being carried out in accordance with the requirements of these regulations, the County or its designated agent may issue a written notice of violation.
3. If after a period of not less than thirty days following the issuance of the notice of violation, the violation continues, the County or its designated agent may issue a second notice of violation.
4. If after a period of not less than fifteen days following the issuance of the notice of violation, the violation continues, the County or its designated agent may request written approval from the County Prosecutor to issue a stop work order. If the County Prosecutor determines the violation is egregious and provides written approval, a stop work order may be issued.
5. Once a stop work order is issued, the County or its designated agent shall request, in writing, the county prosecuting attorney to seek an injunction or other appropriate relief in the court of common pleas to abate the violation and secure compliance with these regulations. If the prosecuting attorney seeks an injunction or other appropriate relief, then, in granting relief, the court of common pleas may order strict compliance with these regulations and may assess a civil fine of not less than one hundred or more than five hundred dollars for civil contempt by failing to comply with the court's order. Each day of violation shall be considered a separate violation subject to a civil fine. Once an injunction or other appropriate relief is issued, an expedited motion may be filed by the prosecuting attorney for future violations by the developer/owner requesting the Court to order the developer/owner to appear and show cause why the developer/owner should not be held in further contempt of the injunction or other appropriate relief ordered by the court.
6. The person to whom a stop work order is issued under this section may appeal the order to the court of common pleas of Warren County, seeking any equitable or other appropriate relief from that order.

C. No stop work order shall be issued under this section against any public highway, transportation, or drainage improvement or maintenance project undertaken by a government agency or political subdivision in accordance with a statement of its standard sediment control policies that is approved by the County.

D. No person shall violate these regulations. Notwithstanding division (B) of this section, if the Warren County Commissioners determine that a violation of these regulations or administrative order issued relating thereto, the Warren County Commissioners may request, in writing, the prosecuting attorney of the County to seek an injunction or other appropriate relief in the court of common pleas to abate the violations of these regulations and secure compliance with these

regulations or an administrative order. In granting relief, the court of common pleas may order strict compliance with these regulations or implementation of other control measures and may assess a civil fine of not less than one hundred or more than five hundred dollars for civil contempt by failing to comply with the court's order. Each day of violation shall be considered a separate violation subject to a civil fine. Once an injunction or other appropriate relief is issued, an expedited motion may be filed by the prosecuting attorney for future violations by the developer/owner requesting the Court to order the developer/owner to appear and show cause why the developer/owner should not be held in further contempt of the injunction or other appropriate relief ordered by the court.

#### **SECTION 112 APPEALS**

Any person aggrieved by requirement, determination, or any other action or inaction by the County or its designated agent in relation to these regulations may appeal to the court of common pleas. Such an appeal shall be made in conformity with Chapters 2505 and 2506 the Ohio Revised Code.

## **Post-Construction Storm Water Runoff Control**

### **SECTION 200 TITLE**

These regulations and amendments thereto, shall be cited as the Warren County Post-Construction Storm Water Runoff Control regulations and may hereinafter be referred to as “these regulations”.

### **SECTION 201 STATUTORY AUTHORITY**

These regulations are promulgated in accordance with section 307.79 of the Ohio Revised Code, whereby a board of county commissioners may adopt, amend and rescind rules to implement phase II of the storm water program of the national pollutant discharge elimination system established in 40 C.F.R. Part 122.

These regulations shall not apply inside the limits of municipal corporations or the limits of townships with a limited home rule government that have adopted rules under section 504.21 of the Revised Code, to lands being used in a strip mine operation as defined in section 1513.01 of the Revised Code, or to land being used in a surface mine operation as defined in section 1514.01 of the Revised Code.

Per section 307.79 of the Ohio Revised Code, these regulations shall require persons to file plans governing erosion control, sediment control, and water management before clearing, grading, excavating, filling, or otherwise wholly or partially disturbing one or more contiguous acres of land owned by one person or operated as one development unit for the construction of nonfarm buildings, structures, utilities, recreational areas, or other similar nonfarm uses.

### **SECTION 202 PURPOSE**

The Warren County Board of County Commissioners adopts these regulations as a comprehensive rewrite of amends and supersedes the regulations adopted February 5th, 2019.

The purpose of these regulations is to establish technically feasible and economically reasonable storm water management standards to achieve a level of storm water quality and quantity control that will minimize damage to property and degradation of water resources and will promote and maintain the health, safety, and welfare of the citizens within this jurisdiction. These regulations seek to meet that purpose through the following objectives:

1. Control increases in storm water runoff from any new or redevelopment project in order to reduce flooding, siltation, increases in stream temperature and maintain the integrity of stream channels.
2. Control increases in nonpoint source pollution caused by storm water runoff from development which would otherwise degrade local water quality.
3. Reduce storm water runoff rates and volumes, soil erosion and nonpoint source pollution, where possible, through storm water management controls and to ensure that these management controls are properly maintained and pose no threat to public safety.

### **SECTION 203    APPLICABILITY**

These regulations are intended to conform to the requirements found in the Ohio Environmental Protection Agency (Ohio EPA) Phase II General Permit for Municipal Separate Storm Sewer Systems (MS4) and the associated OEPA Construction General Permit. As the OEPA permits are routinely updated, any inconsistencies in the requirements, definitions or verbiage between these regulations as compared to the OEPA permits shall assume the current permit language prevails.

These regulations shall apply to all earth disturbing activities covered in the current version of the Ohio EPA Construction General Permit which shall be performed on unincorporated lands of Warren County, Ohio except those activities excluded in Section 307.79 of the Ohio Revised Code, unless eligible for an exemption or granted a waiver by the permitting authority under the specifications within these regulations. The ordinance also applies to land development activities that are smaller than the minimum applicability criteria if such activities are part of a larger common plan of development that meets the following applicability criteria, even though multiple separate and distinct land development activities may take place at different times on different schedules. The following activities may be exempt from these requirements:

1. Any logging and agricultural activity which is consistent with an approved soil conservation plan.
2. Additions or modifications to existing single family structures.
3. Linear construction projects such as pipeline or utility line installation that does not result in the installation of additional impervious surfaces.

### **SECTION 204    DISCLAIMER OF LIABILITY**

Compliance with the provisions of these regulations shall not relieve any person from responsibility for damage to any person otherwise imposed by law. The provisions of these regulations are promulgated to promote the health, safety and welfare of the public and are not designed for the benefit of any individual or any particular parcel of property. By approving a Storm Water Pollution Prevention Plan (SWP3) under these regulations, Warren County does not accept responsibility for the design, installation, and operation and maintenance of storm water management practices, facilities and improvements.

### **SECTION 205    CONFLICTS, SEVERABILITY, NUISANCES AND RESPONSIBILITY**

These regulations are not intended to interfere with, abrogate, or annul any other ordinance, rule or regulation, statute, or other provision of law. The requirements of these regulations should be considered minimum requirements, and where any provision of these regulations imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, whichever provisions are more restrictive or impose higher protective standards for human health or the environment shall be considered to take precedence.

If any clause, section, or provision of these regulations is declared invalid or unconstitutional by a court of competent jurisdiction, the validity of the remainder shall not be affected thereby.

These regulations shall not be construed as authorizing any person to maintain a nuisance on their



property, and compliance with the provisions of these regulations shall not be a defense in any action to abate such a nuisance.

Failure of Warren County to observe or recognize hazardous or unsightly conditions or to recommend corrective measures shall not relieve the site owner from the responsibility for the condition or damage resulting therefrom, and shall not result in Warren County, its officers, employees, or agents being responsible for any condition or damage resulting therefrom.

## **SECTION 206 DEFINITIONS**

For the purposes of these regulations, the following terms shall have the meaning herein indicated; otherwise, words or terms not defined, or interpreted by these regulations or statutory or administrative law, shall have their customary meaning as interpreted by Ohio common law, or in the event no common law exists then as found in the most recent editions of published dictionaries.

**Applicant** - A property owner or agent of a property owner who has filed an application for an Earth Disturbing Permit.

**Board of County Commissioners** — Consists of the three duly elected or appointed County Commissioners of Warren County, Ohio, a political subdivision of the State of Ohio operating under a statutory scheme of County government, that is vested with the authority to promulgate and enforce administrative rules of stormwater management per section 307.79, etc. of the Ohio Revised Code, referred to hereinafter as the Warren County.

**Channel** – A natural or artificial watercourse with a definite bed and banks that conducts continuously or periodically flowing water.

**Clean Water Act** - The federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

**County Engineer** — Means the elected or appoint County Engineer of Warren County, Ohio, referred to hereinafter as the County Engineer.

**Developer** - Any individual, sub-divider, firm, association, syndicate, partnership, corporation, trust, or any other legal entity commencing earth disturbance activities subject to these regulations.

**Drainage** – The removal of surface water or groundwater from land by surface or subsurface drains.

**Environmental Protection Agency** - The United States Environmental Protection Agency, including but not limited to the Ohio Environmental Protection Agency (Ohio EPA), or any duly authorized official of said agency.

**Erosion** – The process by which the land surface is worn away by the action of water, wind ice or gravity.

**Grading** – Earth disturbing activity such as excavation, stripping cutting, filling stockpiling, or any combination thereof.

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

**Infiltration** – A stormwater management practice that reduces discharge during the precipitation event, requiring collected runoff to either infiltrate into the groundwater and/or be consumed by evapotranspiration, thereby retaining stormwater pollutants in the facility.

**Larger common plan of development** – A contiguous area where multiple separate and distinct construction activities may be taking place at different times.

**Nonpoint Source Pollution** - Pollution from any source other than from any discernible, confined, and discrete conveyances, and shall include, but not be limited to, pollutants from agricultural, silvicultural, mining, construction, subsurface disposal and urban runoff sources.

**NPDES** – National Pollutant Discharge Elimination System. A regulatory program in the Federal Clean Water Act that prohibits the discharge of pollutants into surface waters of the United States without a permit.

**Post-development** – The conditions that exist following the completion of soil disturbing activity in terms of topography, vegetation, land use, and the rate, volume, quality, or direction of stormwater runoff.

**Pre-development** – The conditions that exist prior to the initiation of soil disturbing activity in terms of topography, vegetation, land use, and the rate, volume, quality, or direction of stormwater runoff.

**Professional Engineer** – A professional engineer registered in the State of Ohio.

**Redevelopment** – A construction project on land where impervious surface has previously been developed and where the new land use will not increase the runoff coefficient. If the new land use will increase the runoff coefficient, then the project is considered to be a new development project rather than a redevelopment project.

**Runoff** – The portion of precipitation in excess of the infiltration capacity of underlying soils to absorb and contain which drains away from and runs off the surface of land.

**Sediment** – Solid material, both mineral and organic, that is in suspension, is being transported, or has been moved from its site of origin by wind, water, gravity, or ice, and has come to rest on the earth's surface.

**Site owner, property owner or owner** – Any individual, corporation, firm, trust, commission, board, public or private partnership, joint venture, agency, unincorporated association, municipal corporation, county or state agency, the federal government, other legal entity, or an agent thereof that is responsible for the overall construction site.

**Soil disturbing activity or Earth disturbing activity** – Clearing, grading, excavating, filling, or other alteration of the earth's surface where natural or human made ground cover is destroyed and that may result in, or contribute to, increased stormwater quantity and/or decreased stormwater quality.

**Stop Work Order** - An order issued which requires that all construction activity on a site be stopped.

**Storm Water management facility** – A structural or non-structural device, basin, infiltration cell, or other system approved by Warren County to collect, convey, and/or manage surface runoff.

**Storm Water Pollution Prevention Plan (SWP3)** - The SWP3 is a stand-alone document required by

these regulations and the Construction General Permit for all construction sites disturbing one acre or more of land. The SWP3 describes all the construction site operator's activities to prevent storm water contamination, control sedimentation and erosion, manage post construction storm water runoff and comply with the requirements of the Clean Water Act.

**Storm Water system** – The system or network of storm and surface water management facilities.

**Watershed** – The drainage area in which a subdivision is located.

**Wetland** – Surface areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas (1987 Corp of Engineers Wetland Delineation Manual.)

## **SECTION 207 ADMINISTRATION**

Warren County may designate specific duties and responsibilities to a designated agent through the execution of a memorandum of understanding or contractual agreement. Warren County or it's designated agent may furnish additional policy, criteria and information including specifications and standards, for the proper implementation of the requirements of these regulations and may provide such information in the form of a Storm Water Design Manual. The manual may be updated and expanded from time to time, at the discretion of the County, based on improvements in engineering, science, monitoring and local maintenance experience.

## **SECTION 208 COMPLIANCE WITH STATE AND FEDERAL REGULATIONS**

Approvals issued in accordance with these regulations do not relieve the applicant of responsibility for obtaining all other necessary permits and/or approvals from other federal, state, and/or county agencies and other public entities having regulatory jurisdiction. Applicants may be required to show compliance with all applicable regulatory requirements

## **SECTION 209 PERMIT REQUIREMENTS**

No landowner or land operator shall receive an Earth Disturbing Permit required for earth disturbance activities without first meeting the requirements of these regulations prior to commencing the proposed activity.

Unless specifically excluded by these regulations, any landowner or operator desiring a permit for a earth disturbance activity shall submit a permit application. Unless otherwise excepted by these regulations, a permit application must be accompanied by the following in order that the permit application be considered: a SWP3; Operation and Maintenance documents; and a non-refundable permit review fee, if applicable.

## **SECTION 210 STORMWATER QUANTITY CONTROL**

The Stormwater Pollution Prevention Plan shall describe how stormwater quantity control is achieved for each watershed in the development. Calculations shall follow the Critical Storm

Methodology as outlined in the Warren County Engineers Storm Water Design Manual.

## **SECTION 211 FINAL INSPECTION AND APPROVAL**

To receive final inspection and a determination by the County Engineer that the approved SWP3 and the requirements of these regulations have been complied with in performing a construction project, the following must be completed.

- A. All permanent storm water management facilities must be installed, free of debris, and made functional per the approved SWP3.
- B. An as-built survey, sealed, signed and dated by a Professional Surveyor and a written certification by a Professional Engineer certifying that permanent storm water management facilities, as designed and installed, meet the requirements of the approved SWP3 shall be delivered to and accepted by the County Engineer. The as-built survey must provide the location, dimensions, details, volume, and bearing of such facilities. In evaluating this certification, the County Engineer may require the submission of a new set of storm water calculations if he/she determines that the design was altered materially from the approved SWP3.
- C. A Post-Construction Storm Water Management Requirements form must be completed and submitted to the Warren County Engineer for each postconstruction storm water control feature contained in the approved SWP3.

## **SECTION 212 MAINTENANCE**

All storm water treatment practices shall have an enforceable operation and maintenance agreement to ensure the system functions as designed. This agreement will include any and all maintenance easements required to access and inspect the storm water treatment practices, and to perform routine maintenance as necessary to ensure proper functioning of the storm water treatment practice. In addition, a legally binding covenant specifying the parties responsible for the proper maintenance of all storm water treatment practices shall be secured. The maintenance easement agreement that shall be binding on all subsequent owners of land served by the storm water management facility. The agreement shall provide for access to the facility at reasonable times for periodic inspection by the County Engineers Office or its designated agent to ensure that the facility is maintained in proper working condition to meet design standards and any other provisions established by these regulations.

All storm water management facilities shall be maintained in accordance with the approved Maintenance Plans. The owners of all storm water management facilities required by this ordinance shall be maintained in accordance with standard best practices or may be declared a public nuisance.

If a responsible party fails or refuses to meet the requirements of maintenance, the County Engineer or its designated agent shall notify the party responsible for maintenance of the storm water management facility in writing. If after proper notice, remedial activities are not performed, the County may seek an injunction or other appropriate relief in the court of common pleas to abate the violations of these regulations and secure compliance with these regulations or an administrative order. In

granting relief, the court of common pleas may order strict compliance with these regulations or implementation of other control measures and may assess a civil fine of not less than one hundred or more than five hundred dollars for civil contempt by failing to comply with the court's order. Each day of violation shall be considered a separate violation subject to a civil fine. Once an injunction or other appropriate relief is issued, an expedited motion may be filed by the prosecuting attorney for future violations by the developer/owner requesting the Court to order the developer/owner to appear and show cause why the developer/owner should not be held in further contempt of the injunction or other appropriate relief ordered by the court.

### **SECTION 213 MAINTENANCE NEEDS, VIOLATIONS, ENFORCEMENT AND PENALTIES**

No person shall violate or cause or knowingly permit to be violated any of the provisions of these regulations, or fail to comply with any of such provisions or with any lawful requirements of any public authority made pursuant to these regulations, or knowingly use or cause or permit the use of any lands in violation of these regulations or in violation of any permit granted under these regulations.

A. If the County or its designated agent determines that a violation of these regulations exists, the following actions may be taken.

1. An immediate stop work order may be issued if the violator failed to obtain any federal, state, or local permit necessary for sediment and erosion control, earth movement, clearing, or cut and fill activity. Persons receiving a stop work order will be required to halt all construction activities. This stop work order will be in effect until the County or its designated agent confirms that the development activity is in compliance and the violation has been satisfactorily addressed.
2. If the violator has obtained proper permits, but an activity is not being carried out in accordance with the requirements of these regulations, the County or its designated agent may issue a written notice of violation.
3. If after a period of not less than thirty days following the issuance of the notice of violation, the violation continues, the County or its designated agent may issue a second notice of violation.
4. If after a period of not less than fifteen days following the issuance of the notice of violation, the violation continues, the County or its designated agent may request written approval from the County Prosecutor to issue a stop work order. If the County Prosecutor determines the violation is egregious and provides written approval, a stop work order may be issued.
5. Once a stop work order is issued, the County or its designated agent shall request, in writing, the county prosecuting attorney to seek an injunction or other appropriate relief in the court of common pleas to abate the violation and secure compliance with these regulations. If the prosecuting attorney seeks an injunction or other appropriate relief, then, in granting relief, the court of common pleas may order strict compliance with these regulations and may assess a civil fine of not less than one hundred or more than five hundred dollars for civil contempt by failing to comply with the court's order. Each day of violation shall be considered a separate violation subject to a civil fine. Once an injunction or

other appropriate relief is issued, an expedited motion may be filed by the prosecuting attorney for future violations by the developer/owner requesting the Court to order the developer/owner to appear and show cause why the developer/owner should not be held in further contempt of the injunction or other appropriate relief ordered by the court.

6. The person to whom a stop work order is issued under this section may appeal the order to the court of common pleas of Warren County seeking any equitable or other appropriate relief from that order.

B. No stop work order shall be issued under this section against any public highway, transportation, or drainage improvement or maintenance project undertaken by a government agency or political subdivision in accordance with a statement of its standard sediment control policies that is approved by the County.

C. No person shall violate these regulations. Notwithstanding division (A) of this section, if the Warren County Commissioners determine that a violation of these regulations or administrative order issued relating thereto, the Warren County Commissioners may request, in writing, the prosecuting attorney of the County to seek an injunction or other appropriate relief in the court of common pleas to abate the violations of these regulations and secure compliance with these regulations or an administrative order. In granting relief, the court of common pleas may order strict compliance with these regulations or implementation of other control measures and may assess a civil fine of not less than one hundred or more than five hundred dollars for civil contempt by failing to comply with the court's order. Each day of violation shall be considered a separate violation subject to a civil fine. Once an injunction or other appropriate relief is issued, an expedited motion may be filed by the prosecuting attorney for future violations by the developer/owner requesting the Court to order the developer/owner to appear and show cause why the developer/owner should not be held in further contempt of the injunction or other appropriate relief ordered by the court.

#### **SECTION 214 APPEALS**

Any person aggrieved by requirement, determination, or any other action or inaction by the County Engineer in relation to these regulations may appeal to the court of common pleas. Such an appeal shall be made in conformity with Chapters 2505 and 2506 of the Ohio Revised Code.

## **Illicit Discharge Detection and Elimination**

### **SECTION 300     TITLE**

These regulations and amendments thereto, shall be cited as the Warren County Illicit Discharge Detection and Elimination regulations and may hereinafter be referred to as “these regulations”.

### **SECTION 301     STATUTORY AUTHORITY**

These regulations are promulgated in accordance with section 6117.01 et seq. and section 307.79 of the Ohio Revised Code, whereby a board of county commissioners may adopt, amend and rescind rules to implement phase II of the storm water program of the National Pollutant Discharge Elimination System (NPDES) established in 40 C.F.R. Part 122.

These regulations shall not apply inside the limits of municipal corporations or the limits of townships with a limited home rule government that have adopted rules under section 504.21 of the Revised Code, to lands being used in a strip mine operation as defined in section 1513.01 of the Revised Code, or to land being used in a surface mine operation as defined in section 1514.01 of the Revised Code.

### **SECTION 302     PURPOSE**

The purpose of this ordinance is to provide for the health, safety, and general welfare of the citizens of the County through the regulation of non-storm water discharges to the County’s municipal separate storm sewer system (MS4) to the maximum extent practicable as required by federal and state law. This ordinance establishes methods for controlling the introduction of pollutants into the MS4 in order to comply with requirements of the NPDES permit process. The objectives of this ordinance are:

- a) To regulate the contribution of pollutants to the MS4 by storm water discharges by any user;
- b) To prohibit illicit connections and discharges to the MS4;
- c) To establish legal authority to carry out inspections, monitoring procedures, and enforcement actions necessary to ensure compliance with this ordinance.

### **SECTION 303     APPLICABILITY**

These regulations are intended to conform to the requirements found in the Ohio Environmental Protection Agency (Ohio EPA) Phase II General Permit for Municipal Separate Storm Sewer Systems (MS4) and the associated OEPA Construction General Permit. As the OEPA permits are routinely updated, any inconsistencies in the requirements, definitions or verbiage between these regulations as compared to the OEPA permits shall assume the current permit language prevails.

This ordinance shall apply to all residential, commercial, industrial, or institutional facilities responsible for discharges to the MS4 and on any lands in the County, except for those discharges generated by the activities detailed in Section 200 (a) to (c) of this ordinance.

#### **SECTION 304   DISCLAIMER OF LIABILITY**

Compliance with the provisions of these regulations shall not relieve any person from responsibility for damage to any person otherwise imposed by law. The provisions of these regulations are promulgated to promote the health, safety and welfare of the public and are not designed for the benefit of any individual or any particular parcel of property.

#### **SECTION 305   CONFLICTS, SEVERABILITY, NUISANCES AND RESPONSIBILITY**

These regulations are not intended to interfere with, abrogate, or annul any other ordinance, rule or regulation, statute, or other provision of law. The requirements of these regulations should be considered minimum requirements, and where any provision of these regulations imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, whichever provisions are more restrictive or impose higher protective standards for human health or the environment shall be considered to take precedence.

If any clause, section, or provision of these regulations is declared invalid or unconstitutional by a court of competent jurisdiction, the validity of the remainder shall not be affected thereby.

These regulations shall not be construed as authorizing any person to maintain a nuisance on their property, and compliance with the provisions of these regulations shall not be a defense in any action to abate such a nuisance.

Failure of Warren County to observe or recognize hazardous or unsightly conditions or to recommend corrective measures shall not relieve the site owner from the responsibility for the condition or damage resulting therefrom, and shall not result in Warren County, its officers, employees, or agents being responsible for any condition or damage resulting therefrom.

#### **SECTION 306   DEFINITIONS**

For the purposes of these regulations, the following terms shall have the meaning herein indicated; otherwise, words or terms not defined, or interpreted by these regulations or statutory or administrative law, shall have their customary meaning as interpreted by Ohio common law, or in the event no common law exists then as found in the most recent editions of published dictionaries.

**Best Management Practices (BMPs)** - Schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to storm water, receiving waters, or storm water conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

**Board of County Commissioners** – Consists of the three duly elected or appointed County Commissioners of Warren County, Ohio, a political subdivision of the State of Ohio operating under a statutory scheme of County government, that is vested with the authority to promulgate and enforce administrative rules of storm water management per section 307.79 of



the Ohio Revised Code, referred to hereinafter as Warren County.

**Clean Water Act** - The federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

**Environmental Protection Agency** - The United States Environmental Protection Agency, including but not limited to the Ohio Environmental Protection Agency (Ohio EPA) or any duly authorized official of said agency.

**Floatable Materials** - Any foreign matter that may float or remain suspended in the water column, and includes but is not limited to, plastic, aluminum cans, wood products, bottles, and paper products.

**Hazardous Materials** - Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

**Household Sewage Treatment System (HSTS)** - A system designed to treat household sewage on-site and discharges treated wastewater effluent off the property into a storm water or surface water conveyance or system.

**Illicit Connection** - Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the MS4 including but not limited to any conveyances which allow any non-storm water discharge including sewage, process wastewater, and wash water to enter the MS4.

**Illicit discharge** - Any discharge to the Stormwater System not composed entirely of stormwater except the following: water line flushing, landscape irrigation, diverted stream flows, rising ground waters, uncontaminated ground water infiltration [as defined at 40 CFR 35.2005(b)(20)], uncontaminated pumped ground water, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, springs, water from crawl space pumps, footing drains, lawn watering, individual car washing, charity car wash events, flows from riparian habitats and wetlands, dechlorinated swimming pool discharges, street wash water, home sewer treatment systems that discharge in accordance with Warren County Combined Health District Codes and permits, and discharges or flows from fire-fighting activities.

**Industrial Activity** - Activities subject to NPDES Industrial Permits as defined in 40 CFR, Section 122.26 (b)(14).

**Municipal Separate Storm Sewer System (MS4)** - As defined at 40 C.F.R. 122.26 (b)(8), means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) that is:

Owned or operated by a State, County, town, borough, , parish, district, municipality, township, district, association, or other public body (created by or pursuant to State law) having jurisdiction over sewage, industrial wastes, including special districts under State law such as a sewer district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the Clean Water Act that discharges to waters of the United States; designed or used for collecting or conveying storm water; Which is not a combined sewer; and which is not part of a Publicly Owned Treatment

Works (POTW) as defined at 40 C.F.R. 122.2.

**Non-Storm Water Discharge** - Any discharge to the storm drain system that is not composed entirely of storm water.

**NPDES** – National Pollutant Discharge Elimination System. A regulatory program in the Federal Clean Water Act that prohibits the discharge of pollutants into surface waters of the United States without a permit.

**Site owner, property owner or owner** – Any individual, corporation, firm, trust, commission, board, public or private partnership, joint venture, agency, unincorporated association, municipal corporation, county or state agency, the federal government, other legal entity, or an agent thereof that is responsible for the overall construction site.

**Pollutant** - Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordinances, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

**Premises** - Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

**Storm Water** - Any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation and resulting from such precipitation.

**Wastewater** - Any water or other liquid, other than uncontaminated storm water, discharged from a facility.

## **SECTION 307      ADMINISTRATION**

The County has established a Warren County Illicit Discharge Detection and Elimination Manual (IDDE Manual) that outlines the County's approach to identify and address illicit discharges from the County's MS4.

## **SECTION 308      PROHIBITION OF ILLICIT DISCHARGES**

No person shall discharge, or cause to be discharged, an illicit discharge into the MS4. The commencement, conduct or continuance of any illicit discharge to the MS4 is prohibited except as described as follows:

- a) Water line flushing; landscape irrigation; diverted stream flows; rising ground waters; uncontaminated ground water infiltration; uncontaminated pumped ground water; discharges from potable water sources; foundation drains; air conditioning condensate; irrigation water; springs; water from crawl space pumps; footing drains; lawn watering; individual residential car washing; flows from riparian habitats and wetlands; dechlorinated swimming pool discharges; street wash water; and discharges or flows from firefighting

activities. These discharges are exempt until such time as they are determined by the County to be significant contributors of pollutants to the MS4.

- b) Discharges specified in writing to the County, or it's designated agent, as being necessary to protect public health and safety.
- c) Dye testing is an allowable discharge but requires a notification to the County, or it's designated agent, prior to the time of the test.
- d) The prohibition shall not apply to any non-storm water discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the MS4.

### **SECTION 309 PROHIBITION OF ILLICIT CONNECTIONS**

The construction, use, maintenance or continued existence of illicit connections to the MS4 is prohibited. A person is considered to be in violation of this ordinance if the person connects a line conveying illicit discharges to the MS4 or allows such a connection to continue.

### **SECTION 310 SUSPENSION OF MS4 ACCESS**

The County or it's designated agent may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4. If the violator fails to comply with a suspension order issued in an emergency, the County or it's designated agent may take such steps as deemed necessary to prevent or minimize damage to the MS4, or to minimize danger to persons.

Any person discharging to the MS4 in violation of this ordinance may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The County, or it's designated agent, will notify a violator of the proposed termination of its MS4 access. The violator may petition the County or it's designated agent for a reconsideration and hearing. A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this Section, without the prior approval of the County or it's designated agent.

### **SECTION 311 INDUSTRIAL OR CONSTRUCTION ACTIVITY DISCHARGES**

Any person subject to an industrial or construction activity NPDES storm water discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the County prior to the allowing of discharges to the MS4.

### **SECTION 312 MONITORING FOR ILLICIT DISCHARGES AND ILLICIT CONNECTIONS**

The County has established a program to detect and eliminate illicit discharges and illicit

connections to the MS4. This program includes the mapping of the MS4, including MS4 outfalls and receiving waters and household sewage treatment systems connected to the MS4; the routine inspection of storm water outfalls to the MS4, and a process to identify and eliminate any discovered illicit discharges.

- a) The County, or it's designated agent, shall be permitted to enter and inspect facilities subject to this regulation as often as may be necessary to determine compliance with this regulation.
- b) The County, or it's designated agent, shall have the right to set up at facilities subject to this regulation such devices as are necessary to conduct monitoring and/or sampling of the facility's storm water discharge, as determined by the County.
- c) The County, or it's designated agent, shall have the right to require the facility owner/operator to install monitoring equipment as necessary. This sampling and monitoring equipment shall be maintained at all times in safe and proper operating condition by the facility owner/operator at the owner/operator's expense. All devices used to measure storm water flow and quality shall be calibrated to ensure their accuracy.
- d) Any temporary or permanent obstruction to safe and reasonable access to the facility to be inspected and/or sampled shall be promptly removed by the facility's owner/operator at the written or oral request of the County or it's designated agent and shall not be replaced. The costs of clearing such access shall be borne by the facility owner/operator.
- e) Unreasonable delays in allowing the County, or it's designated agent, access to a facility subject to this regulation for the purposes of illicit discharge inspection is a violation of this regulation.
- f) If the County, or it's designated agent, is refused access to any part of the facility from which storm water is discharged, and the County demonstrates probable cause to believe that there may be a violation of this regulation, or that there is a need to inspect and/or sample as part of an inspection and sampling program designed to verify compliance with this regulation or any order issued hereunder, or to protect the public health, safety, and welfare, the County may seek issuance of a search warrant, civil remedies including but not limited to injunctive relief from any court of appropriate jurisdiction.

### **SECTION 313      NOTIFICATION OF SPILLS**

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illicit discharges or pollutants discharging into the MS4 said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the County or it's designated agent in person or by phone no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the County or it's designated agent within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the

owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

#### **SECTION 314 ENFORCEMENT**

- a) Notice of Violation. When the County, or it's designated agent, finds that a person has violated a prohibition or failed to meet a requirement of this regulation, the County or it's designated agent may order compliance by written Notice of Violation. Such notice must specify the violation and shall be hand delivered, and/or sent by registered mail, to the owner/operator of the facility. Such notice may require the following actions:
  - 1) The performance of monitoring, analyses, and reporting;
  - 2) The elimination of illicit discharges or illicit connections;
  - 3) That violating discharges, practices, or operations cease and desist;
  - 4) The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property; or
  - 5) The implementation of source control or treatment BMPs.
- b) If abatement of a violation and/or restoration of affected property is required, the Notice of Violation shall set forth a deadline, determined at the discretion of the enforcing agent, within which such remediation or restoration must be completed. Said Notice shall further advise that, should the facility owner/operator fail to remediate or restore within the established deadline, a legal action for enforcement may be initiated.
- c) Any person receiving a Notice of Violation must meet compliance standards within the time established at the discretion of the enforcing agent in the Notice of Violation.
- d) Injunctive Relief: It shall be unlawful for any owner/operator to violate any provision or fail to comply with any of the requirements of this regulation. If an owner/operator has violated or continues to violate the provisions of this regulation, the County or it's designated agent may petition for a preliminary or permanent injunction restraining the owner/operator from activities that would create further violations or compelling the owner/operator to perform abatement or remediation of the violation or other appropriate relief. Pursuant to Section 307.79(F) the court of common pleas may order the implementation of control measures and may assess a civil fine of not less than one hundred or more than five hundred dollars. Each day of violation of a rule of this regulation or administrative order issued under these regulations shall be considered a separate violation subject to a civil fine.

#### **SECTION 315 APPEAL OF NOTICE OF VIOLATION**

Any person aggrieved by requirement, determination, or any other administrative action or inaction by the County or it's designated agent in relation to these regulations may appeal to the court of common pleas. Such an appeal shall be made in conformity with the Ohio Revised Code Chapters 2505 and 2506.

**SECTION 316 COST OF ABATEMENT OF THE VIOLATION**

Within 30 days after the County's, or its designated agent's, abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. If the amount due is not paid within a timely manner as determined by the County, or its designated agent, or by the expiration of the time in which to file an appeal, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment. Any person violating any of the provisions of this article shall become liable to the County or its designated agent by reason of such violation.

**SECTION 317 VIOLATIONS DEEMED A PUBLIC NUISANCE**

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this Ordinance is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken.

**SECTION 318 REMEDIES NOT EXCLUSIVE**

The remedies listed in this ordinance are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the discretion of the authorized enforcement agency to seek cumulative remedies, including criminal penalties as authorized in section 6117.99 of the Ohio Revised Code where applicable.

# Resolution

Number 20- 1624

Adopted Date November 10, 2020

CONTINUE PUBLIC HEARING FOR THE REZONING APPLICATION OF CREEK SONG LLC TO REZONE 70.39 ACRES FROM PLANNED UNIT DEVELOPMENT "PUD" TO PLANNED UNIT DEVELOPMENT "PUD"

BE IT RESOLVED, to continue the public hearing to consider the rezoning application of Creek Song LLC to rezone 70.39 acres from Planned Unit Development "PUD" to Planned Unit Development "PUD"; said public hearing to be continued to November 24, 2020, at 9:15 a.m. in the Commissioners' Meeting Room.

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

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

Resolution adopted this 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

cc: RPC  
RZC  
Rezoning file  
Applicant  
Township Trustees

# Resolution

Number 20-1625

Adopted Date November 10, 2020

CONTINUE ADMINISTRATIVE HEARING TO CONSIDER THE PUD PRELIMINARY SITE PLAN (STAGE 2) APPLICATION FOR CREEK SONG LLC IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, to continue the administrative hearing to consider the PUD Preliminary Site Plan (Stage 2) application of Creek Song LLC in Turtlecreek Township; said administrative hearing to be continued to November 24, 2020, at 9:45 a.m. in the Commissioners' Meeting Room.

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

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

Resolution adopted this 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

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

cc: RPC  
RZC  
Rezoning file  
Applicant  
Township Trustees



# Resolution

Number 20-1626

Adopted Date November 10, 2020

AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL REQUIRED REQUISITIONS AND FINANCIAL RESOLUTIONS RELATIVE TO FINAL CARES FUND PRIOR TO THE NOVEMBER 20, 2020 REPORTING DEADLINE

WHEREAS, as the County heads toward the final deadline for encumbering CARES funds, it maybe necessary for the County to encumber said funds before the next County Commissioner meeting date; and

WHEREAS, it is the desire of this Board that the County Administrator to be able to authorize said requisitions and financial resolutions which will be ratified at the next Commissioners meeting; and

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to authorize any and all requisitions and financial resolutions necessary to encumber CARES funds prior to the November 20, 2020 deadline; and

BE IT FURTHER RESOLVED, that said requisitions shall be ratified at the next Commissioners meeting following the authorization.

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 10<sup>th</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

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

Tz/

cc: Auditor \_\_\_\_\_  
OMB