

# Resolution

Number 23-1348

Adopted Date October 17, 2023

HIRE MACKENZIE HENRY AS A PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the department has requested to hire Ms. Henry as a Protective Services Caseworker I; and

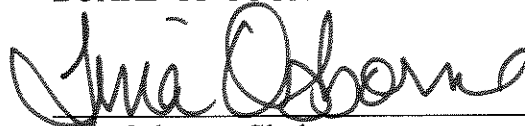
NOW THEREFORE BE IT RESOLVED, to hire Mackenzie Henry as a Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status, Pay Grade #14, \$20.25 per hour, effective October 30, 2023, subject a background check, drug screen and 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 – absent  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 17<sup>th</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)  
M. Henry's Personnel file  
OMB – Sue Spencer

# Resolution

Number 23-1349

Adopted Date October 17, 2023

AUTHORIZE THE POSTING OF THE "BUILDING AND ELECTRICAL INSPECTOR I, POSITION, WITHIN THE BUILDING AND ZONING DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for a "Building and Electrical Inspector I" position within the Building and Zoning Department; and


NOW THEREFORE BE IT RESOLVED, to authorize the posting and advertising of the position of "Building and Electrical Inspector I" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning October 11, 2023.

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

Resolution adopted this 17<sup>th</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building /Zoning (File)  
OMB – Sue Spencer

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 23-1350

Adopted Date October 17, 2023

ACCEPT RESIGNATION OF VICKI PERRY, PART TIME ADMINISTRATIVE ASSISTANT, WITHIN THE WARREN COUNTY OFFICE OF GRANTS ADMINISTRATION, EFFECTIVE DECEMBER 14, 2023

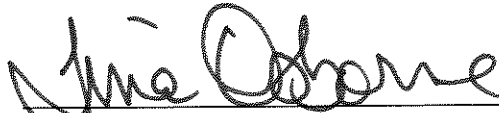
BE IT RESOLVED, to accept the resignation, of Vicki Perry, Part Time Administrative Assistant, within the Warren County Office of Grants Administration, effective December 14, 2023.

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

Resolution adopted this 17<sup>th</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Grants (file)  
V. Perry's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 23-1351

Adopted Date October 17, 2023

APPROVE A PAY INCREASE FOR SETH WHITLOCK WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, this Board adopted Resolution #98-1460, October 8, 1998, adopting departmental work rules and compensation schedule for the Warren County Emergency Services and the Emergency Communications Operators; and

WHEREAS, Seth Whitlock, Emergency Communications Operator within the Warren County Emergency Services Department, has successfully completed two (2) years of service as an Emergency Communications Operator on October 12, 2023; and

NOW THEREFORE BE IT RESOLVED, to approve Seth Whitlock's pay increase to \$23.57 per hour, under the Warren County Emergency Services Schedule, effective pay period beginning October 19, 2023.

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

Resolution adopted this 17<sup>th</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)  
S. Whitlock's Personnel File  
OMB-Sue Spencer

# Resolution

Number 23-1352

Adopted Date October 17, 2023

APPROVE A PAY INCREASE FOR JORDAN WILLIAMS WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, this Board adopted Resolution #98-1460, October 8, 1998, adopting departmental work rules and compensation schedule for the Warren County Emergency Services and the Emergency Communications Operators; and

WHEREAS, Jordan Williams, Emergency Communications Operator within the Warren County Emergency Services Department, has successfully completed two (2) years of service as an Emergency Communications Operator on October 12, 2023; and

NOW THEREFORE BE IT RESOLVED, to approve Jordan Williams' pay increase to \$23.57 per hour, under the Warren County Emergency Services Schedule, effective pay period beginning October 19, 2023.

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

Resolution adopted this 17<sup>th</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Emergency Services (file)  
J. Williams' Personnel File  
OMB-Sue Spencer

# Resolution

Number 23-1353

Adopted Date October 17, 2023

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR SYDNEY SMITH WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Sydney Smith, Protective Services Caseworker II within the Warren County Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period; and

NOW THEREFORE BE IT RESOLVED, to approve Sydney Smith's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$22.39 per hour effective pay period beginning October 21, 2023.

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

Resolution adopted this 17<sup>th</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)  
S. Smith's Personnel File  
OMB – Sue Spencer

# Resolution

Number 23-1354

Adopted Date October 17, 2023

## ADVERTISE FOR BIDS FOR THE SOCIALVILLE TRANSMISSION WATER MAIN – CONTRACT 3 PROJECT

BE IT RESOLVED, to advertise for bids for the Socialville Transmission Water Main – Contract 3 Project for the Water and Sewer Department; and

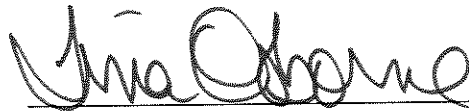
BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for three consecutive weeks on the Warren County website, beginning the week of October 22, 2023; bid opening to be November 16, 2023 @ 11:00 a.m.

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

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

Resolution adopted this 17<sup>th</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
OMB Bid file

# Resolution

Number 23-1355

Adopted Date October 17, 2023

ERECT STOP SIGNS ON HENDRICKSON ROAD (CR80) AT THE INTERSECTION OF UNION ROAD (CR33) SO THAT SAID INTERSECTION FUNCTIONS AS A FOUR (4) - WAY STOP INTERSECTION

WHEREAS, Ohio Revised Code Sections 4511.65 provides that local authorities may designate additional through highways, and shall erect stop signs, yield signs, or traffic control signals at all streets and highways intersecting such through highways, or may designate any intersection as a stop or yield intersection and shall erect like signs at one or more entrances for such intersection; and

NOW THEREFORE BE IT RESOLVED, upon the recommendation of Neil F. Tunison, Warren County Engineer, to erect stop signs on Hendrickson Road (CR 80) at the intersection of Union Road (CR 33) so that said intersection functions as a four (4) – way stop intersection.

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

Resolution adopted this 17<sup>th</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)



# Resolution

Number 23-1356

Adopted Date October 17, 2023

ACCEPT CHANGE ORDER NO. 1 FROM FORD DEVELOPMENT CORP. ON BEHALF OF  
WARREN COUNTY AIRPORT

WHEREAS, pursuant to Resolution #23-0877, adopted July 18, 2023, the Board entered into contract with Ford Development Corp. for the Warren County Airport – South Taxiway and Apron Reconstruction and Runway and Taxiway Pavement Marking Project; and

WHEREAS, Ford Development Corp. has provided Change Order No.1 to repair an existing storm pipe that was found to be damaged; and

NOW THEREFORE BE IT RESOLVED, to accept Change Order No. 1 from Ford Development Corp. on behalf of Warren County Airport as attached hereto and a part hereof.

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

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

Resolution adopted this 17<sup>th</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Ford Development Corp.  
Airport (file)

# CHANGE ORDER

No. 001  
 Date: 09/26/23  
 Agreement Date: 07/18/23  
 Page: 1 of 1

NAME OF PROJECT: 2023 Improvements to Warren County Airport – John Lane Field  
Remark Runway and Taxiway & Reconstruct South Taxiway/Apron  
ODOT Project Nos. 23-06 & 23-16

OWNER: Warren County Board of Commissioners

CONTRACTOR: Ford Development Corp.

Add the following changes to the quantities in the CONTRACT DOCUMENTS:

<u>ITEM</u>	<u>SPEC</u>	<u>PLAN DESCRIPTION</u>	<u>UNIT QUANTITY</u>	<u>PRICE</u>	<u>TOTAL</u>
<b>CHANGES FOR SECTION "A" – SOUTH TAXIWAY &amp; APRON RECONSTRUCTION</b>					
Extra		Repair 24 L.F. of Storm Sewer w/ 24" x 38" Elliptical R.C.P.	L.S.	\$ 13,420.00	\$ 13,420.00

This change covers all work to repair 24 L.F. of existing storm pipe that extends beneath the proposed pavement and was found to be damaged. The Lump Sum price is inclusive of all materials, delivery, labor, disposal, etc. for complete removal of 24 L.F. of existing corrugated metal pipe and installation of 24 L.F. of new 24" x 38" Elliptical R.C.P., including connections to existing pipe and catch basin to the satisfaction of the Resident Project Representative and Engineer.

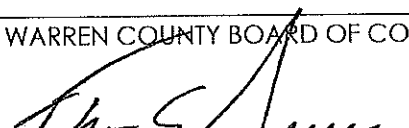
Change to CONTRACT PRICE:	\$ 13,420.00
Original CONTRACT PRICE:	\$ 369,214.78
The new CONTRACT PRICE including this CHANGE ORDER will be:	\$ 382,634.78

CONTRACTOR:  PROJECT MANAGER 10-6-2023  
 FORD DEVELOPMENT CORP. TITLE DATE

ENGINEER:  Project Manager 09/26/23  
 STANTEC CONSULTING SERVICES INC. TITLE DATE

OWNER:  President 10/17/23  
 WARREN COUNTY BOARD OF COMMISSIONERS TITLE DATE

WARREN COUNTY BOARD OF COMMISSIONERS TITLE DATE

 Member 10/17/23  
 WARREN COUNTY BOARD OF COMMISSIONERS TITLE DATE

# Resolution

Number 23-1357

Adopted Date October 17, 2023

APPROVE AN AMENDMENT TO THE SOFTWARE AS A SERVICE AGREEMENT WITH TYLER TECHNOLOGIES INC. FOR UTILITY BILLING SOFTWARE FOR THE WATER AND SEWER DEPARTMENT

WHEREAS, pursuant to Resolution #22-1402, adopted September 27, 2022, the Board approved the issuance of a request for proposals for the procurement of Utility Billing Software; and

WHEREAS, pursuant to Resolution #23-0338, adopted March 21, 2023, the Board authorized the Water and Sewer Department to enter into negotiations with Tyler Technologies, Inc. for the procurement of Utility Billing Software; and

WHEREAS, pursuant to Resolution #23-0950, adopted on July 25, 2023, this Board entered into a Service Agreement with Tyler Technologies, Inc. for governmental accounting, management, and administration software; and

WHEREAS, the Water and Sewer Department seeks to amend the agreement to include the development and implementation of utility billing software; and

NOW THEREFORE BE IT RESOLVED, to approve an amendment to the Services Agreement with Tyler Technologies Inc. to include utility billing software for the Water and Sewer Department; as attached hereto and made 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 – absent  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 17<sup>th</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cgb

cc: Tyler Technologies  
Water/Sewer (file)  
Information Technology (file)



## AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. ("Tyler") and Warren County, Ohio ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated July 25, 2023 ("Agreement");

WHEREAS, Tyler will invoice Warren County Water and Sewer for payment; and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

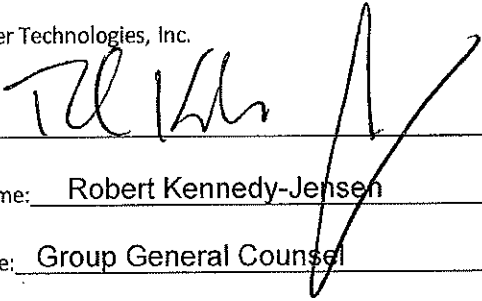
1. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the Amendment Effective Date. Payment of fees and costs for such items shall conform to the following terms:
  - a. SaaS Fees: SaaS fees are invoiced on an annual basis, for a term commencing on January 1, 2024. Your annual SaaS fees and subscription fees for the initial three (3) year term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS Fees for year four (4), year five (5), year six (6), and year seven (7), shall not exceed 5% increase over the previous year. Subsequent SaaS fees for year eight (8) and beyond, will be at our then-current rates.
  - b. Services Fees & Expenses. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
  - c. Conversions: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
  - d. Tyler Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/paymentcard-processing-agreement>. By signing this amendment, you agree you have read, understand, and agree to such terms.
2. Invoices for fees and costs for the products and services set forth in Exhibit 1 shall be sent to Warren County Water and Sewer located at 406 Justice Drive, Lebanon, OH 45036, attention: Chris Brausch, Director @ [chris.brausch@co.warren.oh.us](mailto:chris.brausch@co.warren.oh.us).
3. Statement of Work for the items set forth in Exhibit 1, is attached as Exhibit 2.




4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

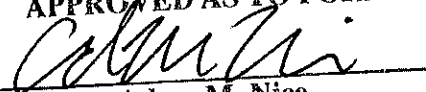
Tyler Technologies, Inc.

By:   
Name: Robert Kennedy-Jensen  
Title: Group General Counsel  
Date: 10/5/23

Warren County, Ohio

By:   
Name: Shannon Jones  
Title: President  
Date: 10/17/23

**APPROVED AS TO FORM**

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





**Exhibit 1 Amendment  
Investment Summary**

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

*Sales quotation inserted on the following pages.*

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Quoted By: Eddie Flaherty  
 Quote Expiration: 09/30/23  
 Quote Name: Warren County, OH -ERP- UB CIS  
 Quote Description: Utility Billing SaaS  
 SaaS Term: 3.00

**Sales Quotation For:**

Warren County  
 406 Justice Drive  
 Lebanon OH 45036-2523  
 Phone: +1 (513) 695-1140

**Tyler SaaS and Related Services**

Description	Qty	Imp. Hours	Annual Fee
Revenue Management			
Resident Access	1	0	\$ 6,300.00
Utility Billing CIS Including Graphing Agent	1	0	\$ 62,865.00
Utility Billing Meter Interface	1	0	\$ 14,200.00
Additional:			
GIS Site License	1	0	\$ 18,388.00
Notify Includes 50,000 Msgs and 1,650 Mins per year	1	0	\$ 10,000.00
<b>TOTAL</b>		<b>0</b>	<b>\$ 111,753.00</b>

**Professional Services**

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Onsite Not to Exceed	188	\$ 225.00	\$ 0.00	\$ 42,300.00	\$ 0.00
Project Management	80	\$ 200.00	\$ 0.00	\$ 16,000.00	\$ 0.00

Remote Not to Exceed	528	\$ 200.00	\$ 0.00	\$ 105,600.00	\$ 0.00
Utility Billing CIS - Implementation - Electronic Service Conversion/Implementation	32	\$ 185.00	\$ 0.00	\$ 5,920.00	\$ 0.00
Utility Billing CIS - Implementation - Non-Enterprise Forms Bill Print and Other Forms	24	\$ 185.00	\$ 0.00	\$ 4,440.00	\$ 0.00
Utility Billing CIS - Implementation - Use/Bill for Backflow Devices	64	\$ 185.00	\$ 0.00	\$ 11,840.00	\$ 0.00
Conversions -- See Detailed Breakdown Below				\$ 36,100.00	\$ 0.00
<b>TOTAL</b>				<b>\$ 222,200.00</b>	<b>\$ 0.00</b>

**Payments**

	Use Case	List Price	Service %	Min	Basis					
					Points	Rate	Cap	POS	Online	IVR
<b>Payments - Payer Card Costs - Service Fees</b>										
Enterprise ERP										
Enterprise ERP Payments	Utility Billing		2.75%	\$ 1.50				X	X	X
<b>Payments - Other Fees</b>										
Enterprise ERP										
Payer eCheck Cost		\$ 0.95								
eCheck Rejects		\$ 5.00								
Credit Card Chargebacks		\$ 15.00								
<b>Payer Card Cost</b>	Per card transaction with Visa, MasterCard, Discover, and American Express.									
<b>Payer eCheck Cost</b>	Payer eCheck Cost - Per electronic check transaction.									
<b>eCheck Rejects</b>	eCheck Reject - When an eCheck Transaction comes back as declined (e.g bounced check)									
<b>Credit Card Chargebacks</b>	Credit Card Chargebacks -- If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)									



Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 111,753.00
Total Tyler Services	\$ 222,200.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
<b>Summary Total</b>	<b>\$ 222,200.00</b>	<b>\$ 111,753.00</b>
<b>Contract Total</b>	<b>\$ 557,459.00</b>	
Estimated Travel Expenses excl in Contract		
<b>Total</b>	<b>\$ 10,960.00</b>	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

All Primary values quoted in US Dollars

**Detailed Breakdown of Conversions (Included in Summary Total)**

Description	Qty	Unit Price	Unit Discount	Extended Price
Utility Billing				
Utility Billing - Balance Forward AR	1	\$ 10,100.00	\$ 0.00	\$ 10,100.00
Utility Billing - Consumption History up to 5 years	1	\$ 5,000.00	\$ 0.00	\$ 5,000.00
Utility Billing - Option 2 Assessments	1	\$ 2,600.00	\$ 0.00	\$ 2,600.00
Utility Billing - Service Orders	1	\$ 6,700.00	\$ 0.00	\$ 6,700.00
Utility Billing - Services	1	\$ 5,600.00	\$ 0.00	\$ 5,600.00
Utility Billing - Standard	1	\$ 6,100.00	\$ 0.00	\$ 6,100.00
<b>TOTAL</b>				<b>\$ 36,100.00</b>

**Optional Tyler SaaS and Related Services**

Description	Qty	Imp. Hours	Annual Fee
Additional			
Notify Additional Block of 12,000 Messages Per Year	1	0	\$ 300.00
Notify Additional Block of 5,000 Minutes Per Year	1	0	\$ 300.00
<b>TOTAL:</b>		<b>0</b>	<b>\$ 600.00</b>

**Comments**

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately

- following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
  - Expenses associated with onsite services are invoiced as incurred.
- Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Your use of Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to

such terms. Please see attached Payments fee schedule.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Utility Billing CIS includes the Graphing Agent. Utility billing library includes: standard Utility bill, standard UB receipt, standard UB delinquent notice, standard door hanger and standard final utility bill.

Tyler Notify SaaS services will renew automatically for additional one (1) year terms at our then-current fee unless terminated in writing by either part at least thirty (30) days prior to the end of the then-current term. Unused minutes and texts expire at the end of each annual term.



**Exhibit 2**  
**Statement of Work**

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# Warren County

SOW from Tyler Technologies, Inc.

3/29/2023

Presented to:  
Warren County  
406 Justice Drive  
Lebanon, OH 45036-2523

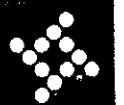
Contact:  
Brian Bouchard  
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# Part 1: Executive Summary

## 1. Project Overview

### 1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

### 1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and Warren County, OH (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Streamlining business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity

### 1.3 Methodology

This is accomplished by Warren County, OH and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet Warren County, OH’s complexity and organizational needs.

Specifically the scope of work includes:

**METER INTERFACE** - Ability to load meter readings from both AMI, AMR, and manual sources including Badger’s Beacon software. Process the readings and identify accounts that have high/low readings or are missing readings.

**TYLER NOTIFY** - The UB Central program enables the county to issue notices to customers throughout a variety of media including, email, text, IVR. Program shall send email and text notifications for current



bills, late bills, disconnection of service, main breaks, boil water advisories, or other safety alerts. Program allows the County to contact our entire customer base, subgroups of the customer base, or one single customer.

ESRI GIS INTERFACE - The UB program is compatible with the County's ESRI GIS system allowing field technician and billing staff to view the County's water and sewer mapping system through the UB software.

UB WORK ORDER - Project includes enabling the County to issue electronic work orders to field technicians that can download from mobile devices and once the work is completed they can upload the completed service orders electronically. Program shall allow users to issue, track, manage, and record field service orders associated with customer accounts (Pickup readings, shut off/turn on, replace meter, check for leak, etc.).

BILL RUN PROCESS - Program shall allow for multiple districts and subdistricts with individual billing rates. System shall be capable of billing a variety of charges including flat fees, minimum bills based on meter size, late fees, service turn-on fees, user fees based on consumption, and increasing/decreasing user fees based on consumption quantities.

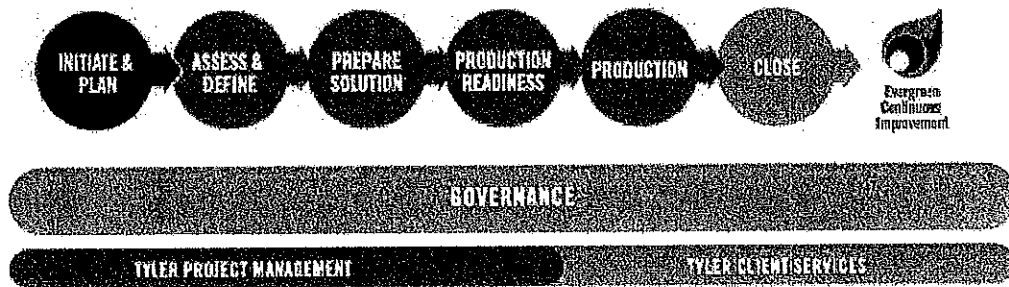
TYLER CASHIERING (Provided under existing Agreement)

TYLER PAYMENTS – Credit Card processing gateway.

RESIDENT ACCESS - Provide a customer web portal allowing customers to login to their online portal to view bills, current and prior consumption history, update contact information, and pay their bills online. The scope of work includes all costs and fees to notify the customers through text, mail, email, and IVR calls of the change in vendors and to register the new customers in Tyler's online billing system. These notifications shall be counted towards the County's yearly Tyler Notify customer contact limit.

TYLER READY FORMS – Self-service tool that allows you to format and build your forms (bills, delinquent notices, door hangers, etc.) If County requires customizations outside of the standard form options, these would need to be quoted.

### Tyler's Six Stage Project Methodology



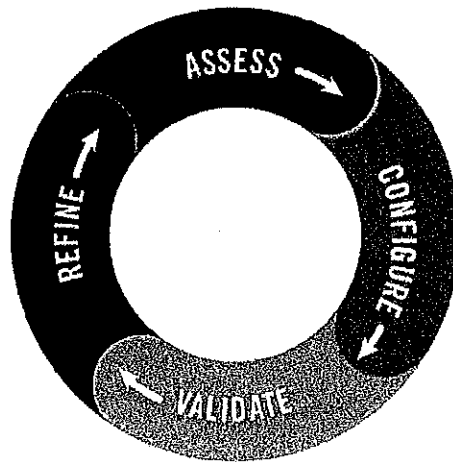
The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both Warren County, OH and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that Warren County, OH and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's



Implementation process is to employ an iterative model where Warren County, OH's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

### Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



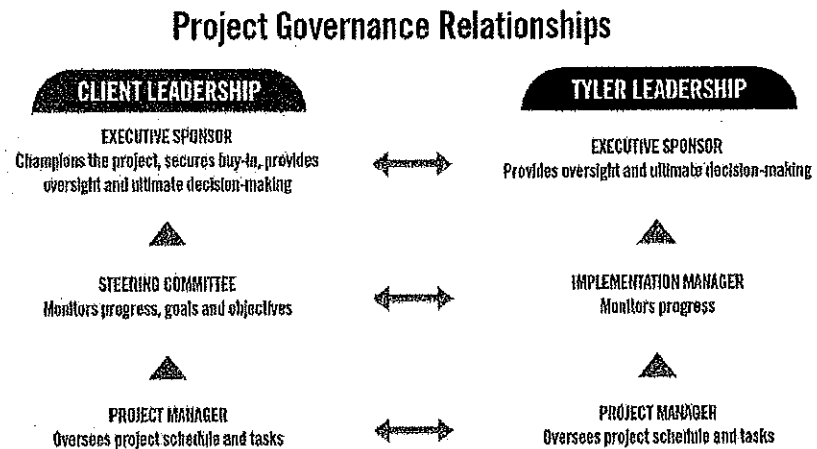
# Part 2: Project Foundation

## 2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

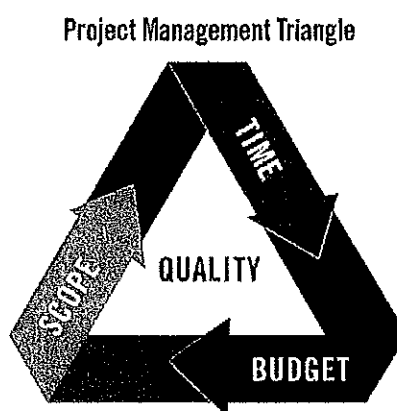
The chart below illustrates an overall team perspective where Tyler and Warren County, OH collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and Warren County, OH Steering Committee become the escalation points to triage responses prior to escalation to Warren County, OH and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. Warren County, OH and Tyler executive sponsors serve as the final escalation point.



## 3. Project Scope Control

### 3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

### 3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

### 3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the County Project Manager and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to Warren County, OH; for example, Warren County, OH may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

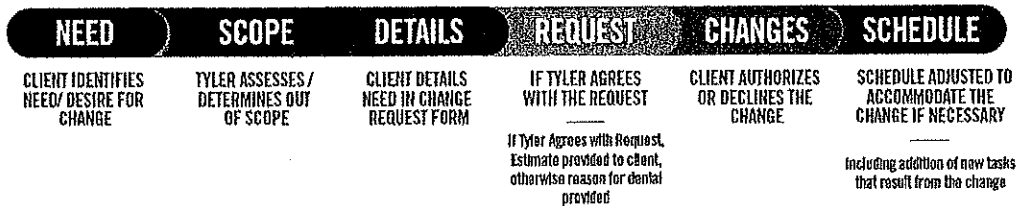


- The nature of the change.
- A good faith estimate of the additional cost or associated savings to Warren County, OH, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

Warren County, OH will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and Warren County, OH). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Tyler will promptly notify the County of all work not included in the scope of the project and will obtain the County's written approval through the change request process before proceeding forward with additional work items not included in the original scope of the project.

## Change Request Process



## 4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Warren County, OH office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and Warren County, OH will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining Warren County, OH feedback and approval on Project deliverables will be critical to the success of the Project. Warren County, OH project manager will strive to gain deliverable and decision approvals from all authorized Warren County, OH representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Warren County, OH department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

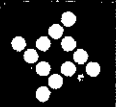
The following process will be used for accepting Deliverables and Control Points:

- Warren County, OH shall have ten (10) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If Warren County, OH does not provide acceptance or acknowledgement within ten (10) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If Warren County, OH does not agree the Deliverable or Control Point meets requirements, Warren County, OH shall notify Tyler project manager(s), in writing, with reasoning within ten (10) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. Warren County, OH shall then have five (5) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If Warren County, OH does not provide acceptance within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

## 5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for Warren County, OH and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at Warren County, OH, but are roles defined within the Project. It is common for individual resources on both the Tyler and Warren County, OH project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

The roles listed in this document are intended to assist with the implementation of the project and as such Warren County retains the right to combine, modify, merge, reassign and delete roles as necessary for the success of the project.





## 5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

### 5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying Warren County, OH's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to Warren County, OH's executive sponsor.

### 5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Warren County, OH management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

### 5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by Warren County, OH, the Tyler Project Manager provides regular updates to Warren County, OH Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

#### 5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by Warren County, OH project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.



### 5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with Warren County, OH project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

### 5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between Warren County, OH and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Warren County, OH any items that may impact the outcomes of the Project.
- Collaborates with Warren County, OH 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with Warren County, OH 's project manager(s) to set a routine communication plan that will aide all Project team members, of both Warren County, OH and Tyler, in understanding the goals, objectives, status, and health of the Project.

### 5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

### 5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides Warren County, OH through software validation process following configuration.
- Assists during Go-Live process and provides support until Warren County, OH transitions to Client Services.
- Facilitates training sessions and discussions with Warren County, OH and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

### 5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.



### 5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to Warren County, OH.
- Loads Warren County, OH provided GIS data into the system.

## 5.2 Warren County, OH Roles & Responsibilities

Warren County, OH resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

### 5.2.1 Warren County, OH Executive Sponsor

Warren County, OH executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers Warren County, OH steering committee, project manager(s), and functional leads to make critical business decisions for Warren County, OH.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

### 5.2.2 Warren County, OH Steering Committee

Warren County, OH steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees Warren County, OH project manager and Project through participation in regular internal meetings. Warren County, OH steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. Warren County, OH steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
  - Cost
  - Scope



- o Schedule
- o Project Goals
- o Warren County, OH Policies
- o Needs of other client projects

### 5.2.3 Warren County, OH Project Manager

Warren County, OH shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. Warren County, OH Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When Warren County, OH project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. Warren County, OH project manager(s) are responsible for reporting to Warren County, OH steering committee and determining appropriate escalation points.

#### 5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

#### 5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for Warren County, OH project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

#### 5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between Warren County, OH and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both Warren County, OH staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.



#### 5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Warren County, OH resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Warren County, OH technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

#### 5.2.4 Warren County, OH Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to Warren County, OH project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
  - Task completion
  - Stakeholder Meeting
  - Project Management Plan development
  - Schedule development
  - Maintenance and monitoring of risk register
  - Escalation of issues
  - Communication with Tyler project team
  - Coordination of Warren County, OH resources
  - Attendance at scheduled sessions
  - Change management activities
  - Modification specification, demonstrations, testing and approval assistance
  - Data analysis assistance
  - Decentralized end user training



- Process testing
- Solution Validation

### 5.2.5 Warren County, OH Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on Warren County, OH business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to Warren County, OH staff during and after implementation.
- Participate in conversion review and validation.

### 5.2.6 Warren County, OH End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

### 5.2.7 Warren County, OH Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Warren County, OH third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from Warren County, OH's legacy system per the conversion schedule set forth in the project schedule.
- Client-hosted:
  - Involved in infrastructure planning/review
  - Purchases and sets up client-hosted servers

#### 5.2.7.1 Warren County, OH GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of Warren County, OH GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.



- Provides Tyler implementation team with GIS data/service access information.

#### 5.2.7.2 Warren County, OH Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage Warren County, OH's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Warren County, OH and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

#### 5.2.8 Warren County, OH Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



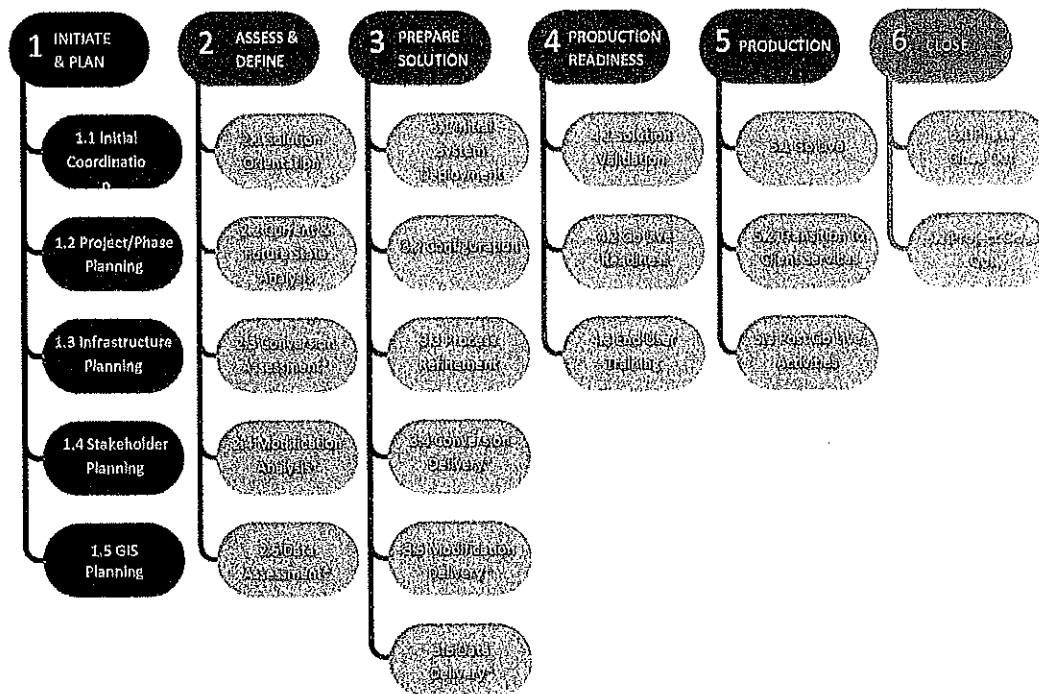
# Part 3: Project Plan

## 6. Project Stages

### Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "Work Packages". The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a "Control Point", confirming the work performed during that stage of the Project has been accepted by Warren County, OH.

## Work Breakdown Structure (WBS)



*\*Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as "Intentionally Left Blank" in Section 6 of the Statement of Work.*





## 6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

### 6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s) and provides "Tyler's Guide to Starting Your Project". Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides Warren County, OH with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. Warren County, OH gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with Warren County, OH's team. During this step, Tyler will work with Warren County, OH to establish the date(s) for the Project and Phase Planning session.

#### Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify Warren County, OH project team.

STAGE 1	Initial Coordination																
	Tyler								Warren County, OH								
	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed																	
Tyler project team is assigned	A	R	C	I	I	I	I	I	I	I	I	I	I	I	I	I	I
Warren County, OH project team is assigned									A	I	R	I	I	I			
Provide initial project documents to Warren County, OH		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I		I	I				I						





<b>RACI MATRIX KEY:</b> R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
		A	R						I		C	C	I				
		A	R						I		C	C	I				
		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Project Management Plan	Delivery of document
Project Operational Plan	Delivery of document
Initial Project Schedule	Warren County, OH provides acceptance of schedule based on resource availability, project budget, and goals.

**Work package assumptions:**

- Warren County, OH has reviewed and completed the Guide to Starting Your Project document.

### 6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important on-premise deployment models. In an On-premise deployment, Warren County, OH will be responsible for the setup of the infrastructure. Tyler will install Licensed Software on application server(s) or train Warren County, OH to install License Software. Warren County, OH is responsible for the installation and setup of all peripheral devices including County mobile field devices.

**Objectives:**

- Ensure Warren County, OH’s infrastructure meets Tyler’s application requirements.
- Ensure Warren County, OH’s infrastructure is scheduled to be in place and available for use on time.

<b>STAGE 1</b>	<b>Infrastructure Planning</b>
	Warren County, OH



<b>RACI MATRIX KEY:</b> R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Media/Train Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
	Provide Infrastructure Requirements and Design Document	A	R		C		C				I						I
	Initial Infrastructure Meeting	A	I		C		C				C						C
	Schedule Installation of All Licensed Software	A	R				C				I						I
	Infrastructure Audit	A	R				C				I						C

**Work package assumptions:**

- Warren County, OH will maintain environment (or virtual environment) for On-Premise deployments.

Inputs	1. Initial Infrastructure Requirements and Design Document
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements
	Infrastructure Audit	System Passes Audit Criteria

**6.1.4 Stakeholder Meeting/Project Kick-Off**

Communication of the Project planning outcomes to Warren County, OH Project team, executives and other key stakeholders is vital to Project success. The on-site Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in Warren County, OH team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

**Objectives:**

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting
	Warren County, OH



<b>RACI MATRIX KEY:</b> R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Local Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
	I	A	P	I	I	I	I	I	I	I	C	I	I	I	I	I	I
	I	I	C	I	I	I	I	I	A	I	R	I	C	I	I	I	I
	I	A	P	I	I	I	I	I	I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

**Work package assumptions:**

- None

**6.1.5 GIS Preparation**

GIS data is a core part of many Tyler applications. Other Warren County, OH offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

**Objectives:**

- Identify all Warren County, OH GIS data sources and formats.
- Tyler to understand Warren County, OH's GIS needs and practices.
- Ensure Warren County, OH's GIS data meets Tyler product requirements.

STAGE 1	GIS Preparation
	Warren County, OH



<b>RACI MATRIX KEY:</b> R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads	
		A	R				C				C						C	
	Initial GIS Planning Meeting		A	R							C							C
	Determine all GIS Data Sources		A	R					A		R							C
	Provide Source GIS Data			R					A		R							C
Review GIS Data and Provide Feedback		A	R				C			I							C	

Inputs	GIS Requirements Document
--------	---------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Production Ready Map Data	Meets Tyler GIS Requirements.

**Work package assumptions:**

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- Warren County, OH is responsible for maintaining the GIS data.

**6.1.6 Control Point 1: Initiate & Plan Stage Acceptance**

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler’s receipt of this stage acceptance.

**Initiate & Plan Stage Deliverables:**

- Project Management Plan
- Initial Project Schedule

**Initiate & Plan stage acceptance criteria:**

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to Warren County, OH
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)



## 6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Warren County, OH business processes. This information will be used to identify and define business processes utilized with Tyler software. Warren County, OH collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

### 6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Warren County, OH team knowledge transfer such as: eLearning, documentation, or walkthroughs. Warren County, OH team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare Warren County, OH for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler							Warren County, OH									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	I													
Complete pre-requisites			A								A	R		C			C
Conduct orientation			A	R							I	I		I			I

Inputs	Solution orientation materials
	Training Plan

### 6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

Warren County, OH and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The



options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

Warren County, OH will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is Warren County, OH's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler							Warren County, OH									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Warren County, OH current state documentation Solution Orientation completion
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:





- Warren County, OH attendees possess sufficient knowledge and authority to make future state decisions.
- Warren County, OH is responsible for any documentation of current state business processes.
- Warren County, OH can effectively communicate current state processes.

### 6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler’s conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing (“legacy”) system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

#### Objectives:

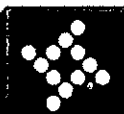
- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								Warren County, OH								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	Warren County, OH Source data
	Warren County, OH Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Warren County, OH Acceptance of Data Conversion Plan, if Applicable

#### Work package assumptions:



- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with Warren County, OH representatives to identify business rules before writing the conversion.
- Warren County, OH subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

#### 6.2.4 Intentionally left blank.

#### 6.2.5 Intentionally left blank.

### 6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

#### Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.

#### Assess & Define Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion source data extracts are received by Tyler.
- Data conversion plan built.

## 6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by Warren County, OH against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

### 6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

#### Objectives:

- Warren County, OH’s hardware is available and set up appropriately to meet Tyler’s requirements.
- All licensed software is installed and operational.
- Warren County, OH can access the software from County Workstations and Mobile Devices.

STAGE 3	Initial System Deployment (On-Premise)
---------	--



	Tyler								Warren County, OH							
Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Medication Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Review Purchased Hardware			A													C
Setup/Prepare Hardware for Deployment for Included Environments			I							A						R
Install Licensed Software with Initial Database on Server(s) for Included Environments			A							I						C
Install Licensed Software on Warren County, OH Devices (if applicable)			I							A						R
Tyler System Administration Training (if applicable)			A							I						C

Inputs	Hardware is Procured and Made Available to Tyler
--------	--

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Licensed Software is Installed on the Server(s)	Software is accessible
Licensed Software is Installed on Warren County, OH devices (If applicable)	Software is accessible
Installation Checklist/System Document	System meets prescribed checklist
Infrastructure Design Document (If Applicable)	

**Work package assumptions:**

- The most current available version of the Tyler Licensed Software will be installed.
- Warren County, OH will provide network access for Tyler modules, printers, and Internet access to all applicable Warren County, OH and Tyler Project staff.

**On-Premise:**

- Warren County, OH has procured sufficient hardware by the agreed upon timeline.



- The procured hardware and software meets Tyler requirements to ensure sufficient speed and operability of Tyler Licensed Software. Tyler will not support the use of Licensed Software if Warren County, OH does not meet minimum standards of Tyler’s published specifications.
- Warren County, OH has in place and keeps up to date all hardware, software, and technical infrastructure necessary to support the solution.

### 6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with Warren County, OH to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Warren County, OH collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate Warren County, OH Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								Warren County, OH:								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Warren County, OH configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R							I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--



Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. Warren County, OH is responsible for making decisions when multiple options are available.

### 6.3.3 Process Refinement

Tyler will educate Warren County, OH users on how to execute processes in the system to prepare them for the validation of the software. Warren County, OH collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that Warren County, OH understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler							Warren County, OH									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	J	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Warren County, OH Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C



Update Warren County, OH-specific process documentation (if applicable)											A	R		C				
Updates to Solution Validation testing plan			G	C							A	R		C				C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed Warren County, OH-specific process documentation (completed by Warren County, OH)	

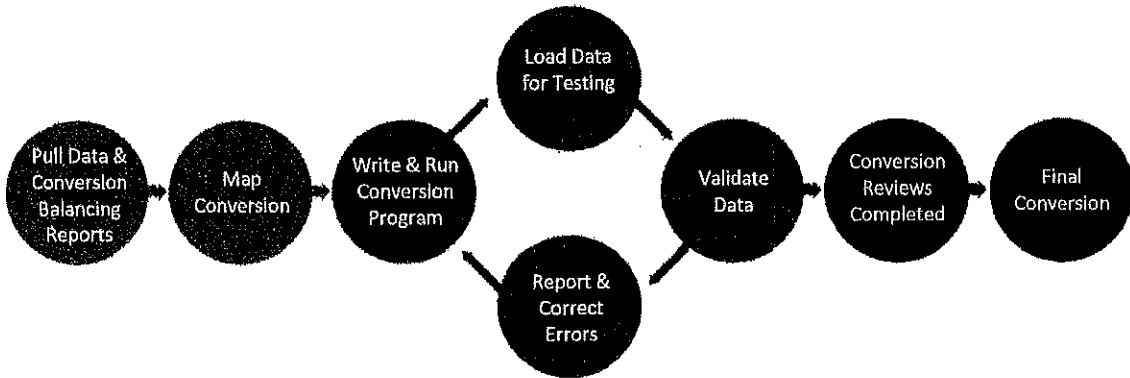
Work package assumptions:

- None

### 6.3.4 Conversion Delivery

The purpose of this task is to transition Warren County, OH’s data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, Warren County, OH will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with Warren County, OH to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Warren County, OH																
<b>RACI MATRIX KEY:</b> R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R						I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- Warren County, OH will provide a single file layout per source system as identified in the investment summary.
- Warren County, OH subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.



- Warren County, OH project team will be responsible for completing the code mapping activity, with assistance from Tyler.

### 6.3.5 Intentionally left blank.

### 6.3.6 Intentionally left blank.

### 6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

#### Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

#### Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

## 6.4 Production Readiness

Activities in the Production Readiness stage will prepare Warren County, OH team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with Warren County, OH to review the status of the project and the organizations readiness for go-live.

### 6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that Warren County, OH verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

#### Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure Warren County, OH organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation
	Warren County, OH





<b>RACI MATRIX KEY:</b> R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
	Update Solution Validation plan			A	R	C					C	C		C			
	Update test scripts (as applicable)			C	C	C					A	R		C			
	Perform testing			C	C	C					A	R		C			
	Document issues from testing			C	C	C					A	R		C			
	Perform required follow-up on issues			A	B	C					C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Warren County, OH updates report with testing results

**Work package assumptions:**

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

**6.4.2 Go-Live Readiness**

Tyler and Warren County, OH will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure Warren County, OH has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and Warren County, OH will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

**Objectives:**

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

<b>STAGE 4</b>	Go-Live Readiness
----------------	-------------------



	Tyler								Warren County, OH								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Cloud Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C		I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I						A	R							C
Confirm procedures for Go-Live Issue reporting & resolution		A	R	I	I	I					C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A								C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to Warren County, OH

Work package assumptions:

- None

### 6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. Warren County, OH users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop Warren County, OH specific business process documentation. Warren County, OH-led training labs using Warren County, OH specific business process documentation if created by Warren County, OH can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:



- End users are trained on how to use the software prior to go-live.
- Warren County, OH is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler							Warren County, OH									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C				C		
End User training (Tyler-led)		A	R	C							C	C		C	C	C	
Train-the-trainer		A	R	C							C	C		C			
End User training (Warren County, OH-led)			C	R							A	R		C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	Warren County, OH signoff that training was delivered

**Work package assumptions:**

- Warren County, OH project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with Warren County, OH as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Warren County, OH departments.
- Warren County, OH will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

**6.4.4 Control Point 4: Production Readiness Stage Acceptance**

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler’s receipt of the stage acceptance.

**Production Readiness stage deliverables:**

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.



Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

## 6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and Warren County, OH will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with Warren County, OH to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

### 6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, Warren County, OH and Tyler will complete work assigned to prepare for Go-Live.

Warren County, OH provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, Warren County, OH manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with Warren County, OH during Go-Live activities. Warren County, OH transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Warren County, OH data available in Production environment.

STAGE 5	Go-Live																
	Tyler							Warren County, OH									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts/Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R





<b>RACI MATRIX KEY:</b> R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Transfer Warren County, OH to Client Services and review Issue reporting and resolution processes			A					R			C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

**Work package assumptions:**

- No material project issues remain without assignment and plan.

**6.5.3 Post Go-Live Activities**

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

**Objectives:**

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities
	Warren County, OH



<b>RACI MATRIX KEY:</b> R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
		A	A	C	C	C	A				C	C	I	C			C
		A	B	C	C	C					C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

**Work package assumptions:**

- System is being used in a live production state.

**6.5.4 Control Point 5: Production Stage Acceptance**

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler’s receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

**6.6 Close**

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. Warren County, OH transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).





### 6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of Warren County, OH for systems implemented in the Phase.

**Objectives:**

- Agreement from Tyler and Warren County, OH teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler							Warren County, OH									
<b>RACI MATRIX KEY:</b> R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Migration Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables		A	R								C						
Hold post phase review meeting		A	R	C	C	C	C			C	C	C	C				C
Release phase-dependent Tyler project resources	A	R	I														

Participants	Tyler	Warren County, OH
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	
	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Final action plan (for outstanding items)	
Reconciliation Report	
Post Phase Review	





Work package assumptions:

- Tyler deliverables for the phase have been completed.

### 6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time Warren County, OH may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to Warren County, OH teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler							Warren County, OH									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct post project review	I	A	R	S	C	C	C				C	C	C	C			C
Deliver post project report to Warren County, OH and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	B	I														

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Warren County, OH acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:



- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

### 6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

## 7. General Assumptions

Tyler and Warren County, OH will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

### 7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- Warren County, OH Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to Warren County, OH project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, Warren County, OH is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring Warren County, OH to make process changes.
- Warren County, OH is responsible for defining, documenting, and implementing their policies that result from any business process changes.

### 7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Warren County, OH is responsible for managing Organizational Change. Impacted Warren County, OH resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of



change is ensuring that impacted Warren County, OH resources understand the value of the change, and why they are being asked to change.

### 7.3 Resources and Scheduling

- Tyler and Warren County, OH resources will participate in scheduled activities as assigned in the Project Schedule.
- Tyler and Warren County, OH team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and Warren County, OH will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- Tyler and Warren County, OH will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- Warren County, OH makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- Warren County, OH will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- Warren County, OH will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

### 7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- Warren County, OH is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with Warren County, OH representatives to identify business rules before writing the conversion. Warren County, OH must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- Warren County, OH will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- Warren County, OH Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- Warren County, OH is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)



## 7.5 Facilities

- Warren County, OH will provide dedicated space for Tyler staff to work with Warren County, OH resources for both on-site and remote sessions. If Phases overlap, Warren County, OH will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- Warren County, OH will provide staff with a location to practice what they have learned without distraction.



## 8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
ERP	Enterprise Resource Planning
GIS	Geographical Information System
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.



Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]
Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
NTE	Not to Exceed
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.



Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
SaaS	Software as a service. Environments are hosted by Tyler.
Scope	Products and services that are included in the Agreement.
Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.



# Part 4: Appendices

## 9. Conversion

### 9.1.1 Utility Billing

- Account Master data typically including but not limited to previous and current customer owner information- address info, phone, fax, SSN number, FID number, account status, parcel number, location street, apartment, city, state, zip, book number, read sequence, account start and end date, EFT bank information

### 9.1.2 Utility Billing –Services

- Current service codes, service status, type, factor, condo units, bill cycle codes, , current deposits held on account including unpaid deposit amounts, winter usage, current meter(s) associated with service, meter readings( current and previous), meter usage (current and previous) and sales tax information.

### 9.1.3 Utility Billing –Assessments

- Assessments are improvement costs that are spread across to property owner
- Utility Billing conversion option 4 (balance forward AR) must also be purchased in order to convert assessments

### 9.1.4 Utility Billing –Consumption History

- History of meter readings, usage, read dates, usage days, bill amounts, bill dates, read codes
- Up to 5 years

### 9.1.5 Utility Billing –Balance Forward AR

- Account balance forward information converted as total amount due. If Warren County, OH's business practices require current due and past due bills this can be broken into three balance forward bills (current balance due and up to two past due balance bills). These can be converted to one balance forward charge code or separate balance forward charge codes, and converted to the account/customer if Warren County, OH's legacy data contains this information.
- If late penalties will be applied in Enterprise ERP after the conversion, balance forward amounts must be converted by charge code

### 9.1.6 Utility Billing – Work Orders

- Work Orders data associated with accounts, including meter repairs, checks for leaky meter, reread a meter due to high reading, shut off, turn on and misc. options.

### 9.1.7 Utility Billing –Backflow

- Account information, backflow device information, backflow type, and backflow violations





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## 10. Additional Appendices



## 11. Project Timeline

### 11.1 ERP Project Timeline

The Project Timeline establishes a target start and end date for each Phase of the Project. The timeline needs to account for resource availability, business goals, size and complexity of the Project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation.

The following dates may be revised based on the date the Agreement is signed and further refined during the course of the project. Tyler requires up to forty-five (45) days to move from Agreement signing to the Initiate & Plan Stage.

Phase	Functional Area(s)	Modules	Duration
3	Utility Billing	<ul style="list-style-type: none"><li>• Utility Billing CIS</li><li>• Utility Billing Interface</li><li>• GIS</li><li>• Resident Access</li><li>• Tyler Notify</li></ul>	12 Months or as defined in the Project Plan and mutually agreed upon



# Resolution

Number 23-1358

Adopted Date October 17, 2023

ENTER INTO A CONTRACT WITH LANGUAGE LINE SERVICES, INC. FOR INTERPRETATION & TRANSLATION SERVICES CONTRACT ON BEHALF OF WARREN COUNTY EMERGENCY SERVICES

BE IT RESOLVED, to enter into a contract with Language Line Services, on behalf of Warren County Emergency Services, for interpretation and translation services to be utilized by communications dispatchers for any calls requiring these services. Copy of said contract 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 – absent  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 17<sup>th</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Language Line Services, Inc.  
Emergency Services (file)

# Statement of Work

## Interpretation and Translation Services and Related Services Contract #R210605 Administered by OMNIA Partners

Participating Public Agency ("Customer"): <b>Warren County Emergency Services</b>	Customer # (if applicable): <b>26492</b>
OMNIA Participation ID: <b>1039659</b>	

This Statement of Work is subject to cooperative purchasing Contract #R210605 (the "Contract") between Region 4 Education Service Center, administered by OMNIA Partners, Public Sector ("OMNIA") on behalf of Participating Public Agencies, and Language Line Services, Inc. ("Company") for Interpretation and Translation Services and Related Solutions. This document is the sole document that reflects Customer's participation in the Contract and pricing for these services. This document must be signed by an authorized representative of you, the Customer. Pricing is only final upon a signature by an authorized officer of Language Line Services. Pricing changes, if any, will be made on next full monthly billing cycle.

### 1. LANGUAGELINE PHONE INTERPRETING

#### 1.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken language statements between English and another language.
- (b) **SERVICE DELIVERY.** Services are delivered on-demand via telephone, as initiated by Customer's service providers and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays, in over 240 spoken languages.

#### 1.2. PHONE INTERPRETING FEES

- (a) **PER MINUTE USAGE FEES** for LanguageLine Phone and InSight Audio Interpreting

Language Tiers	Languages	Per Minute Charge
1	Spanish	\$0.64
2	All other languages	\$0.69

#### 1.3. PHONE INTERPRETING EQUIPMENT

- (a) **OPTIONS AND DEFINITIONS.** Equipment purchase and lease options are available for the equipment identified below for use with the Phone Interpreting services. All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.
- (b) **PHONE INTERPRETING EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine. The monthly fee covers the cost of equipment programming and providing any necessary replacements and maintenance.
  - 1Solution™ Analog Dual Handset Phone..... \$4.50
  - 1Solution Dual Handset IP Phone ..... \$12.50
  - Panasonic® Cordless Phone with Dual Handsets ..... \$10.50
- (c) **PHONE INTERPRETING LEASED EQUIPMENT ADDITIONAL TERMS.** Upon the termination of the Agreement, Customer shall, at its cost, return the Equipment to Language Line Services within thirty (30) days following the termination date. Customer acknowledges that ownership of the Equipment remains with Language Line Services, and that the Equipment must be returned upon the termination of the Agreement.
- (d) **PHONE INTERPRETING EQUIPMENT PURCHASES.** The following Equipment is available for purchase from LanguageLine during the life of the agreement. Upon depletion of current Equipment models and release of new Equipment models, updated pricing will automatically

**Interpretation and Translation Services and Related Services  
Contract #R210605 Administered by OMNIA Partners**

apply. Purchased equipment is covered by a one-year replacement warranty from the manufacturer. Standard rates at the time of purchase will apply. If applicable, proof of sales tax exemption must be provided to [TaxDepartment@languageline.com](mailto:TaxDepartment@languageline.com) and [ContractAdministrationTeam@languageline.com](mailto:ContractAdministrationTeam@languageline.com). Details will be available from your Account Executive.

1Solution Analog Dual Handset Phone .....	\$60.00
1Solution Dual Handset IP Phone .....	\$150.00
Panasonic Cordless Phone with Dual Handsets .....	\$60.00
Panasonic Headset .....	\$25.00
Handsets with Splitter .....	\$10.00
Handset Splitters (price per unit) .....	\$6.00
Wall Splitters (price per unit) .....	\$6.00

**2. LANGUAGELINE DIRECT RESPONSE**

**2.1. SCOPE OF WORK**

(a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken language statements between English and another language.

**STANDARD**

- Standard in-language prompts for greeting messages, language menu, and hold/dial-out message
- Prompts recorded by a LanguageLine® Certified linguist
- Custom LanguageLine call flow and call routing
- Capability to integrate with Customer's IVR
- Capability to transmit call to Customer's Direct Inward Dial (DID) number

**PREMIUM**

- Customizable in-language prompts for greeting messages, language menu, and hold/dial-out message
- Prompts recorded by a LanguageLine® Certified linguist
- Custom LanguageLine call flow and call routing
- Customizable options menu
- Capability to integrate with Customer's IVR
- Capability to transmit call to Customer's Direct Inward Dial (DID) number

(b) **SERVICE DELIVERY.** Services are delivered on-demand via telephone, as initiated by Limited English Proficient (LEP) individuals and routed directly to Customer's service providers, and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays.

**2.2. DIRECT RESPONSE FEES**

(a) <b>STANDARD</b> .....	\$350.00
(b) <b>PREMIUM</b> per language .....	\$650.00
(c) <b>DEDICATED TOLL-FREE LINE</b> per line .....	\$150.00
(d) <b>INCREMENTAL PRICE PER MINUTE</b> applied to Customer's contracted per minute usage fees for LanguageLine Phone Interpreting .....	\$0.25

**3. LANGUAGELINE INSIGHT VIDEO INTERPRETING**

**3.1. SCOPE OF WORK**

(a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for InSight Video Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken or

**Interpretation and Translation Services and Related Services  
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signed language statements between English and another language. Equipment purchases are optional.

- (b) **SERVICE DELIVERY.** Services are delivered on-demand via a native iOS or Android Application (the "App") or a Mac/PC using a Chrome, Edge, or Firefox browser. Each call has full end-to-end encryption ensuring privacy. Services are available 24/7 for ASL, Spanish, Mandarin, Arabic, Polish, Cantonese, French, Korean, Portuguese, Vietnamese and Russian, and during business or extended business hours for 30 or more additional languages of lesser diffusion.

**3.2. INSIGHT VIDEO INTERPRETING FEES**

- (a) **ACTIVATION** Monthly Service Fee or One-Time Fee ..... Waived
- (b) **PER MINUTE USAGE FEES** for LanguageLine InSight Video Interpreting Based on Total Volume

Sign Language Per Minute Charge	Spanish Per Minute Charge	Other Spoken Languages Per Minute Charge
\$2.25	\$1.50	\$1.85

**4. LANGUAGE ONSITE INTERPRETING**

**4.1. SCOPE OF WORK**

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide highly qualified interpreters in-person (physical onsite) at Customer's business locations or using Customer's online conferencing platform (virtual onsite) to perform consecutive interpreting between Customer's Service Providers and Limited English Proficient (LEP) individuals, by converting spoken or signed language statements between English and another language.

- (b) **SERVICE DELIVERY**
  - Services are available by assignment, with language availability dependent upon regional resources.
  - Virtual onsite assignments using Customer's online conferencing platform may be requested **1-2 days in advance** at 1-888-225-6056, option 1 or [onsiterequests@languageline.com](mailto:onsiterequests@languageline.com).
  - Physical onsite assignments at Customer's business locations may be requested up to **5 days in advance** at 1-888-225-6056, option 1 or [onsiterequests@languageline.com](mailto:onsiterequests@languageline.com).
  - Business locations (city/state/region) where physical onsite assignments will be requested:

City and State: **Lebanon, OH**

**4.2. LANGUAGELINE ONSITE INTERPRETING FEES**

- (a) **MINIMUM ASSIGNMENT TIME** is two (2) hours, with time beyond minimum assignment time billed in 15-minute increments.
- (b) **MILEAGE/TRAVEL REIMBURSEMENT**
  - Charged at the prevailing IRS rate, currently \$0.655 per mile.
  - For one-way travel exceeding 60 miles, travel time may be charged at the applicable hourly rate.
  - Parking/tolls charged if applicable.

**Interpretation and Translation Services and Related Services  
Contract #R210605 Administered by OMNIA Partners**

- (c) **CANCELATION.** Assignments canceled with less than one full business days' notice will be charged at the applicable rate for the greater of the minimum assignment time or reserved time for the assignment.

**4.3. PRICING TABLE.**

Rate	Spanish	American Sign Language	Other Spoken Languages
Standard Hourly Rate	\$75.00	\$100.00	\$90.00
Non-Standard Hourly Rate	\$112.50	\$150.00	\$135.00
Emergency/Holiday Hourly Rate	\$150.00	\$200.00	\$180.00

- (a) Standard Hourly Rate is applied for assignments between 8:00 a.m. and 5:00 p.m. local time Monday through Friday, with more than one full business days' notice.
- (b) Non-Standard Hourly Rate is applied for assignments occurring before 8:00 a.m. or after 5:00 p.m. local time Monday through Friday, Saturday/Sunday or for assignments with less than one full business days' notice.
- (c) Emergency/Holiday Rate is applied for assignments with less than one hour's notice or assignments on federally recognized holidays. Emergency service not available in all areas.

**5. LANGUAGELINE TESTING & TRAINING**

**5.1. SCOPE OF WORK**

- (a) **DESCRIPTION OF SERVICES.** Testing and training programs assess Customer's bilingual staff and interpreters' ability to provide quality, careful communication and proficiency in two languages, as well as competence in the requisite medical or other industry-specific vocabulary. Programs focus on the critical interpretation skills of accuracy, efficiency, and cultural competency. Tests and training courses are delivered remotely by assessors with a proven internal record of superior performance as an interpreter and typically hold advanced degrees in language related fields. The content and curricula have been developed in conjunction with leading academic experts and validated by psychometricians.
- (b) **DELIVERABLES.**
- Assessments and courses offered in 46 languages.
  - Test results delivered within 5 business days.
  - Training deliverables will be agreed-upon at the beginning of the project.

**5.2. LANGUAGELINE TESTING AND TRAINING FEES**

- (a) **CANCELATION**
- Cancellation policy for live Language Tests:

Notice	Credit
At least three business days' notice	Credit in full
Less than three business days' notice	Credit at 50% of fee
One business day or less notice	No credit

- Training courses can be rescheduled or canceled only by the person who submitted the original Training Registration Form.
  - Written cancellation of onsite training courses with at least 10 business days' notice prior to the course start date will be fully credited.
  - Written cancellation of web training courses with at least three business days' notice prior to the Learning Management System registration will be credited in full.
  - To reschedule or cancel, please e-mail [LLA@LanguageLine.com](mailto:LLA@LanguageLine.com).
- (b) **PRICING TABLES.** Prices are in U.S. dollars, per individual test or course, and are subject to change.

**Interpretation and Translation Services and Related Services  
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Language Skills Test Fees

Language Test Name	1-49* Tests	50-99* Tests	100- 499* Tests	500* or More
Language Proficiency Test (LPT)	\$165	\$155	\$145	\$135
Specialty LPT	\$200	\$200	\$200	\$200
eLanguage Proficiency Test (eLPT)	\$150	\$140	\$130	\$115
Specialty eLPT	\$185	\$185	\$185	\$185
Bilingual Fluency Assessment (BFA)	\$145	\$135	\$120	\$115
Specialty BFA	\$175	\$175	\$175	\$175
eBilingual Fluency Assessment (eBFA)	\$135	\$120	\$110	\$105
Specialty eBFA	\$155	\$155	\$155	\$155
Bilingual Fluency Assessment for Clinicians	\$160	\$150	\$140	\$135
Specialty BFAC	\$190	\$190	\$190	\$190
eBilingual Fluency Assessment for Clinicians	\$145	\$135	\$120	\$115
Specialty eBFAC	\$175	\$175	\$175	\$175

Interpreter Skills Test Fees

Interpreter Test Name	1-49* Tests	50-99* Tests	100- 499* Tests	500* or More
Interpreter Readiness Assessment (IRA)	\$155	\$145	\$135	\$125
eInterpreter Readiness Assessment (eIRA)	\$140	\$125	\$115	\$110
Interpreter Skills Test (IST)	\$200	\$185	\$165	\$150
Specialty IST	\$225	\$225	\$225	\$225
eInterpreter Skills Test (eIST)	\$185	\$165	\$150	\$135
Specialty eIST	\$200	\$200	\$200	\$200
Medical Certification Test (MCT)	\$220	\$210	\$195	\$185
Court Certification Test (CCT)	\$220	\$210	\$195	\$185

Interpreter Training Course Fees

Course Title	Training Delivery	1-4* Courses	5-9* Courses	10* or More
Fundamentals of Interpreting	Web	\$445	\$400	\$285
Advanced Medical Training (AMT)	Web	\$575	\$520	\$500
Module 1 - Medical Interpreter Training: Professional Skills and Ethics	Phone or Onsite	**	\$390	\$290
Module 1 - Medical Interpreter Training: Professional Skills and Ethics	Web	\$230	\$230	\$175
Module 2 – Medical Interpreting Training: Working in the Healthcare System	Phone or Onsite	**	\$520	\$400
Module 2 – Medical Interpreting Training: Working in the Healthcare System	Web	\$290	\$290	\$230
Module 3 – Medical Interpreter Training: Terminology and Advanced Skills	Phone or Onsite	**	\$520	\$400



**Interpretation and Translation Services and Related Services  
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Module 3 – Medical Interpreter Training: Terminology and Advanced Skills	Web	\$290	\$290	\$230
Combined Modules – Intensive Advanced Medical Interpreter Training (2 of the 3 above modules)	Phone or Onsite	**	\$805	\$635
Combined Modules – Intensive Advanced Medical Interpreter Training (2 of the 3 above modules)	Web	\$460	\$460	\$345

- eTests will be billed when the test link is delivered to the client.
- \*Group discounts for tests are applied once the minimum number of tests have been completed within the calendar year. Group training discounts are based on the actual number of participants.
- \*\*Delivered via phone or onsite, and requires a minimum of 5 participants to conduct the training.
- A training manual may be purchased for \$69 with the advanced Medical Interpreter Training. A training manual with in-language glossary may be purchased for \$99 with the advanced Medical Interpreter Training.
- Interpreter association members qualify for group discounts upon submission of a copy of their membership card to [LLA@languageline.com](mailto:LLA@languageline.com).
- Group training discounts are based on the actual number of participants.

**6. LANGUAGELINE TRANSLATION AND LOCALIZATION**

**6.1. SCOPE OF WORK**

- (a) **DESCRIPTION OF SERVICES.** LanguageLine utilizes ISO-certified workflows to convert CUSTOMER's written and/or digital content between languages with attention to accuracy, tone, style, and attention to regional language and cultural sensitivities, including:
- Translation of written text
  - Modifying graphics and design to properly display translated text
  - Changing content to suit preferences
  - Converting to local currencies and units of measurement
  - Using proper formatting for elements like dates, addresses, and phone numbers
  - Addressing local regulations and legal requirements
- (b) **DELIVERABLES.**
- Services may be requested at <https://www.languageline.com/s/RequestAQuote> , via email to [translation@languageline.com](mailto:translation@languageline.com) or by calling 1-800-878-8523.
  - LanguageLine will provide all deliverables as agreed-upon at the beginning of the project.

**6.2. PRICING TABLES.** Translation fees, which include Translation and copyediting, are based on the English word count.

TIERS	BI-DIRECTIONAL: ENGLISH>LANGUAGE AND LANGUAGE>ENGLISH	TRANSLATION FEE (PER WORD)
Tier 1	Spanish (US/Latin America)	\$0.15/word
Tier 2	Arabic, Chinese, Portuguese (Brazil), Russian, Vietnamese	\$0.18/word
Tier 3	Bengali, Czech, Farsi, French, German, Hindi, Hungarian, Italian, Korean, Malay, Polish, Portuguese (Portugal), Tagalog, Thai, Urdu	\$0.22/word
Tier 4	Albanian, Bulgarian, Estonian, Haitian Creole, Japanese, Khmer, Lao, Latvian, Lithuanian, Nepali, Slovak, Slovenian, Somali, Turkish	\$0.26/word
All other (LanguageLine supports 240+ languages)		\$0.29/word

**Interpretation and Translation Services and Related Services  
Contract #R210605 Administered by OMNIA Partners**

ADDITIONAL PRICING COMPONENTS		PRICING
Minimum charge per document translation order		\$75.00 – Spanish \$99.00 – all other listed language
Proofreading (third linguistic step when required)		\$60.00/hour
Basic Layout/Formatting/Desktop Publishing		\$45.00/hour
Localization Engineering Services		\$55.00/hour
In-Language Recordings		Individual Quote
Transcription/Translation of Audio or Video files		Individual Quote
Project Management		10% of the invoice value (0.5-hour minimum @\$55.00/hour)
Rush Fees	0% rush charge applies when an expedite delivery date is requested	
Unless indicated otherwise, a one-hour minimum will apply to all hourly services.		

**6.3. DELIVERY GUIDELINES.** Because the actual number of English words is not known until the source document has been translated, turn-around commitments are based on the estimated number of English words that will be delivered, as determined in LanguageLine's best judgment before commencing work. Additional services could add extra days to a project timeline.

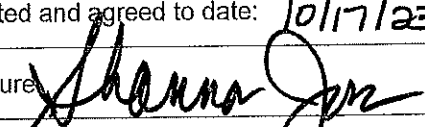
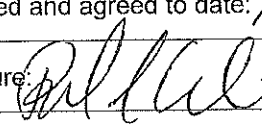
ESTIMATED NUMBER OF ENGLISH WORDS	STANDARD DELIVERY
Less than 1,500 words	1 - 3 business days
1,501 to 4,000 words	4 - 6 business days
4,001 to 7,500 words	6 - 8 business days
7,501+ words	8 + business days
A 0% rush charge will apply when an expedited delivery date is requested.	
Requests received on weekends and holidays will be processed on the next business day.	
Holidays are New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, and Christmas Day.	

**7.0 GOVERNING LAW.** Both Warren County and the Company hereby agree this Agreement is governed by the laws of the State of Ohio and are intended to be as broad and inclusive as permitted by Ohio law and that in the event any portion of the Agreement is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect. Any litigation will be brought exclusively in Warren County, Ohio and both Warren County and the Company consent to the jurisdiction of the federal and state courts located therein, submit to the jurisdiction thereof and waive the right to change venue.


# Statement of Work

## Interpretation and Translation Services and Related Services Contract #R210605 Administered by OMNIA Partners

The person signing this SOW on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this SOW on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed SOW by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature

Warren County Emergency Services	LanguageLine
Accepted and agreed to date: 10/17/23	Accepted and agreed to date: 10-5-23
Signature: 	Signature: 
Name: Shanna Jones	Name: Bonaventura A. Cavaliere
Title: President	Title: CFO

**APPROVED AS TO FORM**

  
**Derek B. Faulkner**  
**Asst. Prosecuting Attorney**

# Resolution

Number 23-1359

Adopted Date October 17, 2023

AUTHORIZE THE WARREN COUNTY SHERIFF TO SIGN AN AGREEMENT WITH LEXISNEXIS VITALCHEK NETWORK, INC TO PROVIDE CREDIT AND/OR DEBIT CARD PAYMENT SOLUTION SERVICES

BE IT RESOLVED, to authorize the Warren County Sheriff to sign an agreement with LexisNexis VitalChek Network Inc to provide credit and/or debit card payment solution services, on behalf of the Warren County Sheriff's Office; 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 – absent  
Mrs. Jones – yea  
Mr. Grossmann – yea

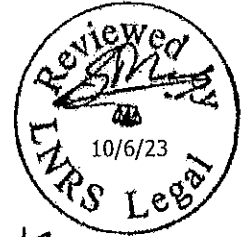
Resolution adopted this 17<sup>th</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a – LexisNexis VitalChek Network, Inc  
Sheriff (file)

LexisNexis® VitalChek Network Inc.  
Payment Solutions Service Agreement



**THIS PAYMENT SOLUTIONS SERVICE AGREEMENT** ("Agreement") is entered into as of October 17 2023 (the "Effective Date"), by and between LexisNexis VitalChek Network Inc. ("VitalChek") with its principal place of business located at 6 Cadillac Drive, Suite 400, Brentwood, Tennessee 37027, and Warren County Sheriff's Office ("Customer") with its principal place of business located at 822 Memorial Drive, Lebanon, OH 45036.

**WHEREAS**, VitalChek is engaged in the business of providing services which expedites the processing of various types of governmental or utility services and facilitates payment by consumers; and,

**WHEREAS**, Customer wishes to provide consumers who desire to pay for services rendered by Customer, the option of paying for such services using certain credit or debit cards (as more particularly described hereinafter, the "Service");

**NOW THEREFORE**, in exchange for the mutual consideration set forth herein, VitalChek and Customer do hereby agree as follows:

1. VitalChek shall, at its expense, provide at mutually agreed upon facilities of Customer the hardware and/or software required for the Service, to the extent described on Schedule 1, attached hereto (the "Equipment"). VitalChek grants to Customer a non-exclusive, royalty-free license to use the Equipment during the term of this Agreement.
2. VitalChek shall, at its expense and in its sole discretion, train appropriate personnel designated by Customer in the use and operation of the Equipment associated with the Service.
3. VitalChek will receive the payments from all debit, credit card (American Express, Discover Card, Mastercard and VISA) and electronic check transactions made through the Equipment by consumers. VitalChek will receive these payments in order to credit account balances held by Customer on behalf of the recipients of payments. Upon receipt, VitalChek shall process those payments in order for recipient account balances to be credited.
4. VitalChek will charge the consumer making payment through the Equipment certain service fees for the use of the Service ("Fees") and will accept payment of such fees through the use of a valid payment method then accepted by VitalChek, which may include, without limitation, Visa, MasterCard, Discover Card or American Express credit card, as well as most major debit cards in VitalChek's reasonable discretion. The current fees are detailed on Schedule 2, attached hereto.
5. VitalChek shall provide same-day settlement processing on all debit, credit card (American Express, Discover Card, Mastercard and VISA) and electronic check transactions when an Automated Clearing House ("ACH") batch is created and closed prior to 6pm CST. Transactions batched and closed after 6pm CST will be processed the following day. ACH settlements sent to the customer's designated bank account(s) conform to NACHA regulations and may be processed into one or multiple bank accounts. VitalChek will be responsible for responding to and resolving any inquiries or complaints regarding VitalChek's failure to timely transmit any payment to Customer's bank account(s).
6. VitalChek will make payment to Customer in an amount equal to Customer's charges for all properly authorized requests in connection with services rendered by Customer and which are correctly processed through the Service.
7. This Agreement shall be effective as of the Effective Date and shall continue in effect for a period of one (1) year. Thereafter, this Agreement shall automatically renew for successive one-year periods. Either party may terminate this Agreement for any reason by providing written notice to the other party to such effect at least sixty (60) days prior to the effective date of termination. Upon termination of this Agreement, the parties will abide by industry security standards as to the security of cardholder data.
8. Each party warrants that it will abide by: (i) the applicable rules, regulations, operating procedures, guidelines and requirements as may be promulgated or amended from time to time by VitalChek, VitalChek's payment processor(s), VISA USA, Inc., MasterCard International, Inc., Discover, American Express, any other applicable card network (collectively, the "Card Networks"), and, to the extent such party stores or retains any card information, without limitation, the Payment Card Industry Data Security Standard, the Visa Cardholder Information Security Program, and the MasterCard Site Data Protection program (collectively, the "Rules"), and (ii) all applicable federal, state, and



local laws, ordinances, codes and regulations in the performance of its obligations under this Agreement (collectively, the "Laws").

9. In conformity with industry security requirements, and in order to maintain the highest level of cardholder data security, VitalChek has instituted, among other policies, Paper and Electronic Media Policies, which are designed to meet or exceed industry security standards (the "VitalChek Policies"). A copy of the VitalChek Policies has been provided to Customer, and Customer agrees to comply with such policies attached hereto, as well as with appropriate industry accepted security practices for handling non-public personal information. Customer acknowledges and agrees that (i) Cardholder data may only be used for assisting in completing a card transaction (which use may include sharing the data with the applicable Card Network(s) as needed) or as required by applicable law; (ii) in the event of a breach or intrusion of or otherwise unauthorized access to cardholder data stored within Customer's systems, Customer will immediately notify VitalChek, and provide VitalChek and/or its processor or the relevant card company access to Customer's facilities and all pertinent records to conduct a review of Customer's compliance with the security requirements, as well as fully cooperate with any reviews of facilities and records provided for in this paragraph.
10. Customer will work with VitalChek in order to maintain appropriate business continuity procedures and systems to ensure security of cardholder data in the event of a disruption, disaster or failure of any data systems.
11. A party herein will not be liable to the other party or its consumers for any delay or failure in its performance of any of the acts required by this Agreement if and to the extent that such delay or failure arises beyond the reasonable control of such party, including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, computer downtime, material or component shortages, supplier failures, embargoes, earthquakes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, flood, epidemics, riots and strikes.
12. It is agreed that under this Agreement (a) VitalChek does not transfer, and Customer does not obtain, any patent rights, copyright interest or other right, claim or interest in the computer programs, systems, forms, formats, schedules, manuals or other proprietary items utilized by the Service or provided by VitalChek (b) Customer is not a third-party beneficiary under the agreements between VitalChek and the Card Network(s) related to the Service.
13. Notices provided in association with this Agreement shall be provided in writing to the address of the parties first set forth above, and in the case of notices to VitalChek, with a copy to: Legal Department, 1000 Alderman Drive, MD-71A, Alpharetta, Georgia 30005. Customer shall notify VitalChek with fifteen (15) days of a change in its address shown above.
14. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER VITALCHEK NOR ANY SUPPLIER OR CARD NETWORK MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY TERMINAL, ANY EQUIPMENT FURNISHED IN CONNECTION THEREWITH, OR ANY OF THE SERVICES FURNISHED HEREUNDER.
15. VitalChek's aggregate liability for any and all losses or injuries arising out of any act or omission of VitalChek in connection with anything to be done or furnished under this Agreement, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the Fees collected by VitalChek under this Agreement during the twelve (12) month period preceding the date of such loss or injury.
16. Customer agrees to promote the use of the Service by without limitation, advertisements, bill inserts, easy to locate links on Customer's home page website and press releases, which shall be subject to prior review and approval by VitalChek. Customer understands and agrees that the Service is provided at no cost to Customer and that the funding for this Agreement is provided by the Fees, as defined above: provided, however, that (a) should VitalChek determine that the volume of transactions being processed for the Service under this Agreement are not sufficient to cover VitalChek's costs, in VitalChek's sole judgment, VitalChek may terminate this Agreement by providing Customer thirty (30) days' advanced written notice, and (b) notwithstanding anything to the contrary Customer agrees that if Customer cancels or terminates this Agreement prior to the expiration of the first year, Customer may be responsible for VitalChek's costs to implement the Service which includes, but is not limited to, development of the application and shipment of the equipment and Customer agrees to pay VitalChek for those costs upon request by VitalChek.

17. The terms of this Agreement and the attached documents represent the full and complete agreement between the parties. They may not be altered or amended except by written instrument, duly executed by the parties. Except for the Laws referenced in paragraph 8, no document or term that is not attached to this Agreement, even if referenced herein, will create any additional term or obligation to either party.

18. This Agreement shall be construed and enforced in accordance with the laws of the state where Customer is located.

**IN WITNESS WHEREOF**, the parties do hereby execute this Agreement, intending to be bound by its terms and conditions.

**CUSTOMER: Warren County Sheriff's Office**


Signature: 

By: Larry L Sims

Title: Sheriff

Date: 10/10/2023

**LEXISNEXIS VITALCHEK NETWORK INC.**

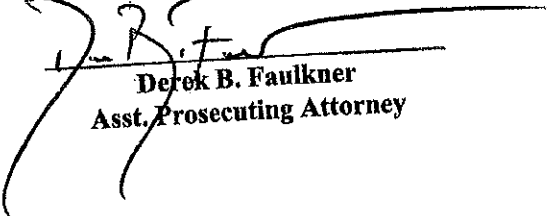
Signature: 

By: Haywood Talcove

Title: CEO

Date: October 6, 2023

**APPROVED AS TO FORM**

  
**Derek B. Faulkner**  
**Asst. Prosecuting Attorney**

**Schedule 1**  
**Hardware and Software**

1. POS Terminal (point of sale)		



**Schedule 2**  
**Fees**

<b>Debit and Credit Card transactions</b>	<b>2.5%</b>	<b>Visa, Mastercard, American Express, Discover</b>

# VITALCHEK NETWORK, INC.

## Paper and Electronic Media Policies

### 1.1 Policy Applicability

All employees handling hardcopy or electronic media must follow this policy. Departures from this policy will be permitted only if approved in advance and in writing by VitalChek.

### 1.2 Storage

#### 1.2.1 Hardcopy Media

Hard copy material containing sensitive or confidential information (i.e.: paper receipts, paper reports, faxes, etc.) is subject to the following storage guidelines:

- At no time are printed reports containing sensitive information to be removed from any VitalChek or Agency secure office environment
- At no time is printed material containing sensitive information to be removed from any VitalChek data center or computer room without prior authorization from the General Manager.
- Printed reports containing consumer sensitive data are to be physically retained, stored or archived only within secure VitalChek or Agency office environments, and only for the minimum time deemed necessary for their use.
- All hardcopy material containing confidential or sensitive information should be clearly labeled as such.
- All sensitive hardcopy media must be stored securely in a safe or locking file cabinet
- Sensitive hardcopy material is never to be stored in employee desks or open workspaces

#### 1.2.2 Electronic Media

Electronic media containing sensitive or confidential information (i.e.: CD, DVD, floppy disk, hard disk, tape, etc.) is subject to the following storage guidelines:

- Confidential and sensitive information should never be copied onto removable media without authorization from VitalChek's Information Technology Department.
- At no time is electronic media containing sensitive information to be removed from any VitalChek or Agency secure office environment, with the exception of computer system backups
- At no time is electronic media containing sensitive information to be removed from any VitalChek data center or computer room without prior authorization from the Information Technology Department
- Electronic media containing consumer sensitive data are to be physically retained, stored or archived only within secure VitalChek or Agency office environments, and only for the minimum time deemed necessary for their use.

- All electronic media containing confidential or sensitive information should be clearly labeled as such
- All removable, sensitive electronic media must be stored securely in a safe or approved locking file cabinet.
- All hardware (i.e. servers, workstations, modems, etc.) on which sensitive electronic media is stored shall be placed in a secure area and not be removed from a secure agency environment.

# Resolution

Number 23-1360

Adopted Date October 17, 2023

DECLARE VARIOUS ITEMS FROM THE BOARD OF DEVELOPMENTAL DISABILITIES, ENGINEER'S OFFICE, SOLID WASTE MANAGEMENT, TELECOM, AND WATER & SEWER DEPARTMENT AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

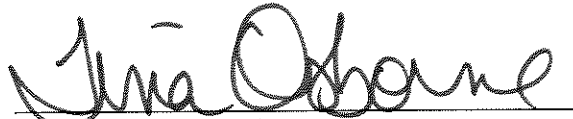
BE IT RESOLVED, to authorize disposal of various items the Board of Developmental Disabilities, Engineer's Office, Solid Waste Management, Telecom, and Water & Sewer, Department in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

Resolution adopted this 17<sup>th</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tm

cc: 2023 Auction file  
Facilities Management (file)  
Brenda Quillen, Auditor's Office

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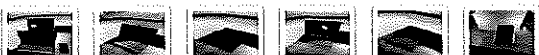
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## 2- iPads and 1- iPhone

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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Condition

Category

Inventory ID

Used/See Description

Electronics, Personal

BDD230046

Lot includes

2- iPad Pro 12.9 first generation

1- iPhone X

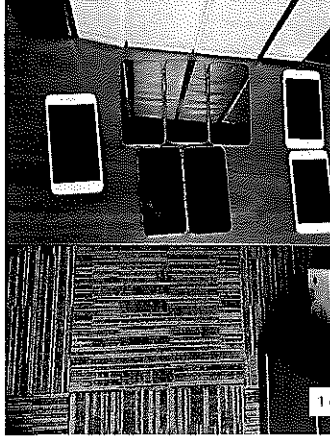
All devices work and have been reset to factory settings. Will ship if prepaid shipping label is provided- we will NOT pay for shipping.

\*\* Pick Up At 42 Kings Way, Lebanon, OH 45036\*\*

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



400  
16.3

1 of 1

## iPhones

Location:

Lebanon, OH 45036, Ohio, USA



### Description

Lot includes 8 iPhones- ALL have been reset to factory settings. Will ship only if shipping label is provided.

- 2- iPhone 7
- 5- iPhone X
- 1- iPhone 8+

**\*\*PICK UP LOCATION AT 42 Kings Way, Lebanon, OH 45036\*\***

Inventory ID	BDD230047
Condition	Used/See Description
Lot#	3051-5176



Print Share

### Seller Information

Seller:	Warren County, OH { view seller's other assets }
Asset Contact:	Priscilla Hahn
Email:	priscilla.hahn@warrencountydd.org
Phone:	+15132286421
Item Location:	42 Kings Way, Lebanon, OH 45036, Ohio, 45039, USA

### Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding by appointment only. See contact information to schedule an inspection.

### Payment

**PAYMENT**



## 3 iPad Pros

**Location:**  
Lebanon, OH 45036, Ohio, USA

### Description

Lot Includes 3 iPad Pro- 9.7 in. Model Number A1673. ALL have been reset to factory settings. Will ship only if shipping label is provided.

1- no case

1- "hard shell" case w/ keyboard

1- "soft shell" case w/ keyboard- one key is missing on keyboard

**\*\*PICK UP LOCATION: 42 Kings Way, Lebanon, OH 45036\*\***



Inventory ID	BDD230048
Condition	Used/See Description
Lot#	3051-5177



### Seller Information

<b>Seller:</b>	Warren County, OH <a href="#">[ view seller's other assets ]</a>
<b>Asset Contact:</b>	Priscilla Hahn
<b>Email:</b>	priscilla.hahn@warrencountydd.org
<b>Phone:</b>	+15132286421
<b>Rem Location:</b>	42 Kings Way, Lebanon, OH 45036, Ohio, 45039, USA

### Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding by appointment only. See contact information to schedule an inspection.

### Payment

**PAYMENT**



## 4 iPad Pros

Location:  
Lebanon, OH 45036, Ohio, USA

### Description

Lot includes 4 iPad Pros 12.9. Model # A1652. ALL have been reset to factory settings. Will ship if shipping label is provided.

1- No Case

1- "soft shell" case

2- "hard shell" cases w/ keyboard

**\*\*PICK UP LOCATION: 42 Kings Way, Lebanon, OH 45036\*\***



Inventory ID	BDD230049
Condition	Used/See Description
Lot#	3051-5178



### Q & A

Have a question or looking to schedule an appointment?

Ask your question

### Seller Information

Seller:	Warren County, OH [ view seller's other assets ]
Asset Contact:	Priscilla Hahn
Email:	priscilla.hahn@warrencountydd.org
Phone:	+15132286421
Item Location:	42 Kings Way, Lebanon, OH 45036, Ohio, 45039, USA



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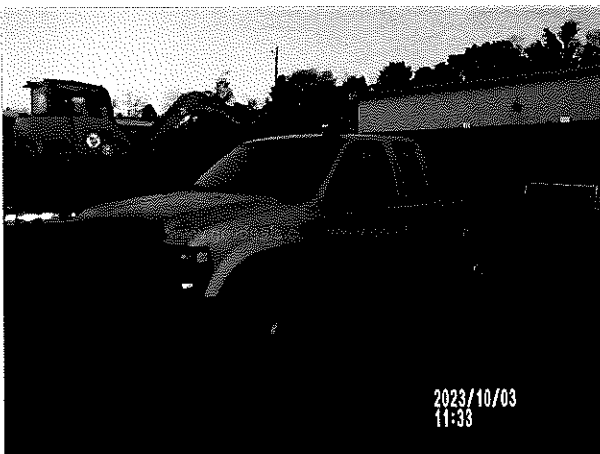
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## F-250 Super Duty Extended Cab 4WD 5.4L Triton V8

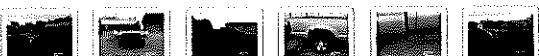
Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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Year	Make/Brand	Model	VIN/Serial	Miles	Title Restriction
2008	Ford	F-250	1FTSX21528ED63599	154,009	No Title Restriction
Condition	Category		Inventory ID		
Used/See Description	Motor Vehicles		ENG230001		

2008 Ford F-250 Super Duty Extended Cab 5.4L Triton V8 Gas Automatic with four wheel drive. The truck will start with boost. The ABS light is on.

Rust damage underneath, bed, and cab. Rusted floor. Bed Mounts rusted/damaged

Driver's seat damage.

Truck is sold as is.

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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## 2008 Impala LS Sedan 3.5 L 214 CID V6 OHV with VVT

Auction Ends ET

Starting Bid \$0.00

[Terms and Conditions](#)

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Year	Make/Brand	Model	VIN/Serial	Miles	Title Restriction
2008	Chevrolet	Impala LS	2G1WB58K881228795	83,696	No Title Restriction

Condition	Category	Inventory ID
Used/See Description	Motor Vehicles	ENG230002

2008 Impala LS Sedan 3.5 L 214 CID V6 OHV with VVT  
Traction Control Light ON

Grinding noise in the rear.

Rusted underneath. Air actuator is clicking.

Will start with boost. Car is sold as is

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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## 2005 GMC Sierra 1500 1/2 ton 4 Door Ext. 2 wheel drive

Auction Ends **ET**

Starting Bid **\$0.00**

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Year	Make/Brand	Model	VIN/Serial	Miles	Title Restriction
2005	GMC	Sierra 1500	1GTEC19V75E256292	121,383	No Title Restriction

Condition	Category	Inventory ID
Used/See Description	Motor Vehicles	ENG230003

2005 GMC Sierra 1500 1/2 ton 4 Door Ext. 2 wheel drive  
 Seat torn driver side  
 Check eng. light on  
 Dents, dings, and rust damage and sagging headliner  
 Starts runs and drives  
 Sold as is

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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## Bus 307 Ford Startrans E350 Transit Vehicle

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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Year	Make/Brand	Model	VIN/Serial	Miles
2011	Ford	Ford Startrans E350	1FDEE3FL3BDB12387	210,254

Condition	Category	Inventory ID
Used/See Description	Motor Vehicles	SWM23001

Exhaust Leak    Needs Tires    May need batteries (will jump)    Normal wear and tear for age and mileage  
Location is Monroe. Call 513-695-1210 to schedule appointment to view.

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information

View other auctions from Warren County, OH

**Seller Name**                      Warren County, OH

**Asset Contact**                    [Susanne Mason](#) (Phone: 513-695-1210)

**Asset Location**                    406 Justice Dr  
Lebanon, Ohio 45036-2385  
[Map to this location](#)

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## Bus 308 Ford Startrans E350 Transit Vehicle

Auction Ends ET

Starting Bid \$0.00

[Terms and Conditions](#)

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Year	Make/Brand	Model	VIN/Serial	Miles
2011	Ford	Startrans E350	1FDEE3FL5BDB12388	234,009

Condition	Category	Inventory ID
Used/See Description	Motor Vehicles	SWM23002

Ford Startrans E350 Transit Vehicle Needs Tires Rear A/C not working Exhaust Leak Normal wear and tear for age and mileage  
Location is in Monroe, Ohio. Call 513-695-1210 to schedule appointment to view.

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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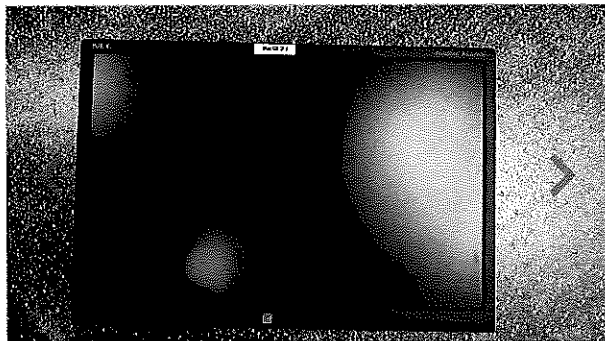
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## NEC COMPUTER MONITOR

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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Make/Brand	Model	VIN/Serial
NEC	AS221WM-BK	2X515397TA
Condition	Category	Inventory ID
Used/See Description	Computers, Parts, and Supplies	TEL23055

UNKNOWN WORKING CONDITION ON THIS ITEM

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



**Seller Name** Warren County, OH [\[view seller's other assets\]](#)

**Asset Contact** [Kristy Oeder](#) (Phone: 513-695-1319)

**Asset Location** 500 Justice Dr  
Lebanon, Ohio 45036-2379  
[Map to this location](#)

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## ELTEK POWER EQUIPMENT

Auction Ends **ET**

Starting Bid **\$0.00**

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Make/Brand	Model	VIN/Serial
ELTEK	V2500A-VC	115086119986
Condition	Category	Inventory ID
Used/See Description	Building Maintenance	TEL23056

UNKNOWN WORKING CONDITION

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



**Seller Name** Warren County, OH [\[view seller's other assets\]](#)

**Asset Contact** [Kristy Oeder](#) (Phone: 513-695-1319)

**Asset Location** 500 Justice Dr  
Lebanon, Ohio 45036-2379  
[Map to this location](#)

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

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## CONFERENCE TABLE WITH 11 MAROON CHAIRS

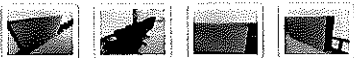
Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	WAT230025

CONFERENCE TABLE WITH 11 MAROON CHAIRS.  
TABLE SIZE IS APPROXIMATELY 5 1/2 LONG AND 4 1/2 WIDE.

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

[View other auctions from Warren County, OH](#)

<b>Seller Name</b>	Warren County, OH
<b>Asset Contact</b>	<a href="#">Traci Guthrie</a> (Phone: 513-695-1409)
<b>Asset Location</b>	406 Justice Dr Lebanon, Ohio 45036-2385 <a href="#">Map to this location</a>



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## Metal Cabinet with doors

Auction Ends **ET**

Starting Bid **\$0.00**

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**Condition**

**Category**

**Inventory ID**

Used/See Description

Office Equipment/Supplies

WAT230026

**METAL CABINET WITH DOORS**

Approximately 36 wide 6ft tall 18 1/5 deep

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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## OFFICE SUPPLIES

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	WAT230027

OFFICE SUPPLIES 2 CALCULATOR'S, CLIP BOARDS, STOOL, ELECTRIC PENCIL SHARPENER, STAPLER, ELECTRIC HOLE PUNCHER, SCANNER, DESK ORGANIZERS.

### ? Questions and Answers

There are currently no questions posted for this asset.

**>>** Seller Information

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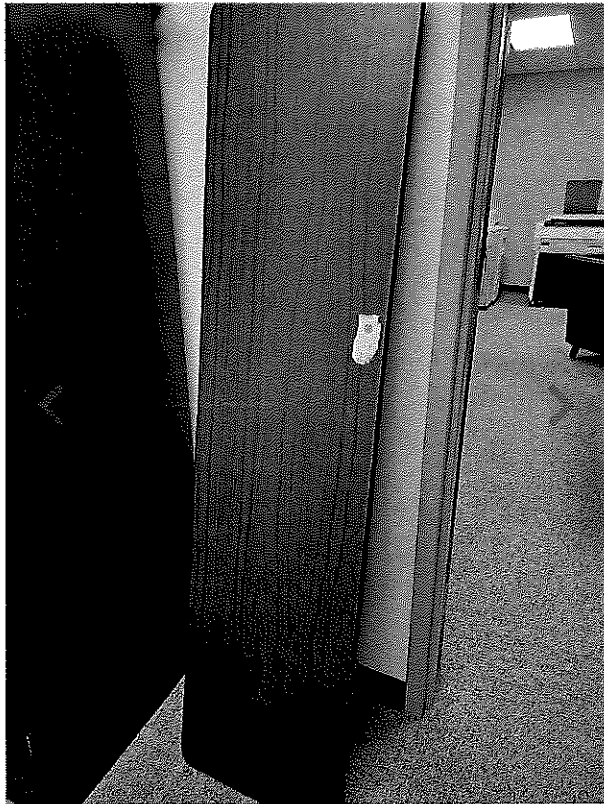
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## LOT OF (DESK) CHAIR, SHELF, FOLDING TABLE, BROWN WOOD SHELF

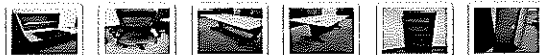
Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	WAT230028

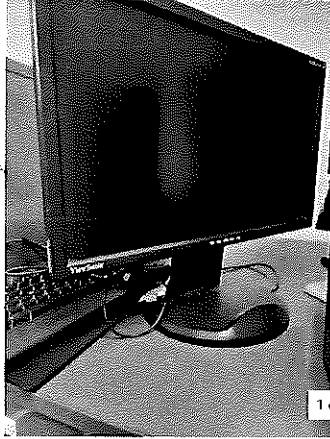
LOT OF DESK, FOLDING TABLE, BLACK LEATHER CHAIR, SHELF AND BROWN WOOD SHELF

### ? Questions and Answers

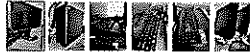
There are currently no questions posted for this asset.

### » Seller Information

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1 of 6



## COMPUTER HARD DRIVE, 4 MONITORS, 3 KEYBOAF

Location:  
Lebanon, Ohio, USA

### Description

1 HARD DRIVE -  
4 MONITORS WITH STAND - 21INCH  
1-ASUS  
3-DELL  
1-VIEW

Inventory ID WAT230029

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### Seller information

Seller:	Warren County, OH
Asset Contact:	Traci Guthrie
Email:	Traci.guthrie@co.warren.oh.us
Phone:	+15136951409
Item Location:	406 Justice Dr, Lebanon, Ohio, 45036-2385, USA

### Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding by appointment only. See contact information to schedule an inspection.

### Payment

#### PAYMENT

If you are the winning bidder, you will facilitate payment by referring to the My Bids section of your account.

#### Note:

1. Payment is due within 5 (five) business days of auction closure.



1 of 4

# 1 CABINET WITH SWIVEL DOOR, 1 BLACK CABINET DRAWERS, 1 BLACK SHELF

Location:  
Lebanon, Ohio, USA



## Description

- 1 CABINET WITH SWIVEL DOOR - TAN IN COLOR
- 1 BLACK METAL CABINET - BLACK IN COLOR
- 1 BLACK METAL CABINET - BLACK IN COLOR

Inventory ID	WAT230030
Condition	Used/See Description
Lot#	3051-5175

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Chat

## Seller Information

Seller:	Warren County, OH
Asset Contact:	Traci Guthrie
Email:	Traci.guthrie@co.warren.oh.us
Phone:	+15136951409
Item Location:	406 Justice Dr, Lebanon, Ohio, 45036-2385, USA

## Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding by appointment only. See contact information to schedule an inspection.

## Payment

### PAYMENT

If you are the winning bidder, you will facilitate payment by referring to the My Bids section of your account.

### Note:

1. Payment is due within 5 (five) business days of auction closure.
2. Any Invoice \$5,000 or above requires payment via wire transfer.

# Resolution

Number 23-1361

Adopted Date October 17, 2023

## ACKNOWLEDGE PAYMENT OF BILLS

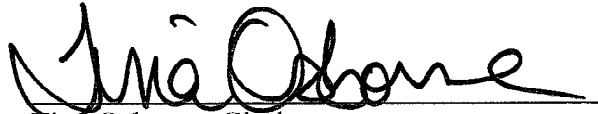
BE IT RESOLVED, to acknowledge payment of bills from 10/10/23 and 10/12/23 as attached hereto and made a part hereof.

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

Resolution adopted this 17<sup>th</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: Auditor

# Resolution

Number 23-1362

Adopted Date October 17, 2023

APPROVE A STREET AND APPURTENANCES BOND REDUCTION FOR SHAWHAN ASSOCIATES, LTD FOR COMPLETION OF IMPROVEMENTS FOR SHAWHAN TRAILS, PHASE VII SITUATED IN UNION TOWNSHIP.

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

## BOND REDUCTION

Bond Number	: 17-019 (P)
Development	: Shawhan Trails, Phase VII
Developer	: Shawhan Associates, LTD
Township	: Union
Reduction Amount	: \$168,295.20
Surety Company	: Great American Insurance Co. (1855730)

BE IT FURTHER RESOLVED: the original amount of bond was \$218,181.60 and after the above reduction, the new required bond amount is \$49,886.40.

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

Resolution adopted this 17<sup>th</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Shawhan Associates, LTD, Attn: Bob Henderson, 11148 Woodward Ln, Cincinnati, OH 45241  
Great American Insurance Co., 301 E. 4<sup>th</sup> Street, Cincinnati, OH 45202  
Engineer (file)  
Bond Agreement file

# Resolution

Number 23-1363

Adopted Date October 17, 2023

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

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

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfers of interest earnings for the period of August and September 2023:

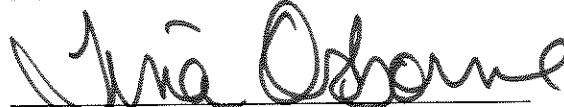
\$ 98,885.00	from #11011112 5997	(Operational Transfers)
	into #5510 44100 55103200 AAREVENUE	(Water Revenue - Interest Earnings)
\$ 6,479.54	from #11011112 5997	(Operating Transfers)
	into #5575 44100 55753300 AAREVENUE	(Sewer Construction Project – Interest Earnings)
\$ 112,178.59	from #11011112 5997	(Operational Transfers)
	into #5580 44100 55803300 AAREVENUE	(Sewer Revenue – Interest Earnings)
\$ 9,220.77	from #11011112 5997	(Operational Transfers)
	into #5583 44100 55833200 AAREVENUE	Water Construction Projects – Interest Earnings)

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

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

Resolution adopted this 17<sup>th</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

Tz/

cc: Auditor   
Water/Sewer (file)

OMB  
Operational Transfer file



# Resolution

Number 23-1364

Adopted Date October 17, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO CORONER FUND #11012100

BE IT RESOLVED, to approve the following supplemental appropriation:

\$20,000.00 into #11012100-5310 (Coroner – Vehicles Capital Outlay)

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

Resolution adopted this 17<sup>th</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Supplemental App. file  
Coroner (file)

# Resolution

Number 23-1365

Adopted Date October 17, 2023

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

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Common Pleas Court Fund #11011233 in order to process a vacation leave for Chandlyr Gatch former employee of Common Pleas Court:

\$1,461.00	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 – absent  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 17<sup>th</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 23-1366

Adopted Date October 17, 2023

## APPROVE APPROPRIATION ADJUSTMENTS WITHIN CORONER'S FUND #11012100

BE IT RESOLVED, to approve the following appropriation adjustments:

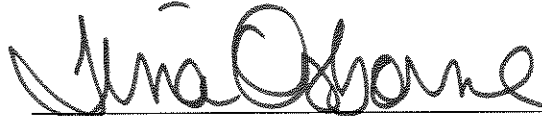
\$2,600.00	from	11012100-5102	(Coroner – Regular Salaries)
\$7,500.00	from	11012100-5210	(Coroner – Material & Supplies)
\$2,400.00	from	11012100-5400	(Coroner – Purchased Services)
\$1,000.00	from	11012100-5811	(Coroner – PERS)
\$10,211.00	from	11012100-5820	(Coroner – Health & Life Insurance)
\$1,600.00	from	11012100-5850	(Coroner – Training/Education)
\$1,000.00	from	11012100-5855	(Coroner – Clothing/Personal Equip)
\$3,400.00	from	11012100-5910	(Coroner – Other Expenses)
\$1,500.00	from	11012100-5940	(Coroner – Travel)
\$31,211.00	into	11012100-5310	(Coroner – Vehicles Capital Outlay)

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

Resolution adopted this 17<sup>th</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor  \_\_\_\_\_  
Appropriation Adjustment file  
Coroner (file)

# Resolution

Number 23-1367

Adopted Date October 17, 2023

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

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,810.00      from    #11012300-5210      (Material & Supplies)  
                         into    #11012300-5370      (Software - Non Data Board)

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

Resolution adopted this 17<sup>th</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 23-1368

Adopted Date October 17, 2023

## APPROVE APPROPRIATION ADJUSTMENTS WITHIN COMMON PLEAS PROBATION SUPERVISION 2227

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 2,500.00	from	BUDGET-BUDGET 22271220-5400	(Purchased Services)
\$ 2,000.00	into	BUDGET-BUDGET 22271220-5102	(Regular Salaries)
\$ 500.00	into	BUDGET-BUDGET 22271220-5811	(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 – absent  
Mrs. Jones – yea  
Mr. Grossmann – yea

Resolution adopted this 17<sup>th</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 23-1369

Adopted Date October 17, 2023

## APPROVE APPROPRIATION ADJUSTMENTS WITHIN PROSECUTOR FUND 2245

BE IT RESOLVED, to approve the following appropriation adjustments:

\$303.00	from #22452450-5210	(Material & Supplies)
	into #22452450-5950	(Refunds)
\$550.00	from #22452450-5850	(Training/Education)
	into #22452450-5950	(Refunds)
\$150.00	from #22452450-5910	(Other Expense)
	into #22452450-5950	(Refunds)
\$131.47	from #22452450-5911	(Non Taxable Meal Fringe)
	into #22452450-5950	(Refunds)
\$630.87	from #22452450-5940	(Travel)
	into #22452450-5950	(Refunds)

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

Resolution adopted this 17<sup>th</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

MRB/

cc: Auditor   
Appropriation Adjustment file  
Prosecutor (file)

# Resolution

Number 23-1370

Adopted Date October 17, 2023

## APPROVE APPROPRIATION ADJUSTMENT WITHIN GRANTS ADMINISTRATION FUND #2265

BE IT RESOLVED, in order to process vouchers for administrative expenses with the appropriate object code, it is necessary to approve the following appropriation adjustment:

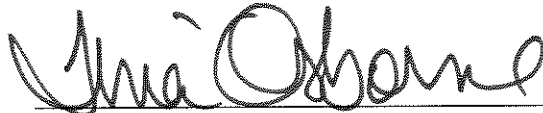
\$4,950.00	from	22653410- 5820	(Health and Life Insurance)
\$4,000.00	into	22653410-5102	(Regular Salaries)
\$ 300.00	into	22653410-5400	(Purchased Services)
\$ 600.00	into	22653410-5811	(PERS)
\$ 50.00	into	22653410-5871	(Medicare)

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

Resolution adopted this 17<sup>th</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Auditor ✓  
Appropriation Adj. file  
OGA (file)

# Resolution

Number 23-1371

Adopted Date October 17, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN WORKERS COMPENSATION  
FUND #6636

BE IT RESOLVED, to approve the following appropriation adjustment:

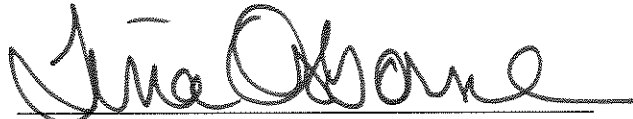
\$996.37      from    #66360110-5830      (Workers Comp – Workers Compensation)  
                 into    #66360110-5400      (Workers Comp – Purchased Services)

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

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

Resolution adopted this 17<sup>th</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
OMB (file)



# Resolution

Number 23-1372

Adopted Date October 17, 2023

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 17<sup>th</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

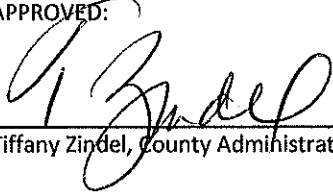
cc:

Commissioners' file

**REQUISITIONS**

<b>Department</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>
WAT	TYLER TECHNOLOGIES	SAAS UTILITY BILLING SOFTWARE	\$ 166,976.50
SEW	TYLER TECHNOLOGIES	SAAS UTILITY BILLING SOFTWARE	\$ 166,976.50

10/17/2023 APPROVED:



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Tiffany Zindel, County Administrator

# Resolution

Number 23-1373

Adopted Date October 17, 2023

APPOINT SUSAN WALTHER, DEPUTY COUNTY ADMINISTRATOR AS THE EXECUTIVE DIRECTOR OF THE WARREN COUNTY JOB AND FAMILY SERVICES, EFFECTIVE OCTOBER 16, 2023

WHEREAS, pursuant to Resolution 16-1188 adopted August 2, 2016, this Board appointed Tiffany Zindel, County Administrator as the Executive Director of Warren County Job and Family Services; and

WHEREAS, due to the pending retirement of Tiffany Zindel, this Board must name a replacement Executive Director; and

WHEREAS, with the hiring of Susan Walther as the Deputy County Administrator and her extensive knowledge of both Children Services and Human Services, it is the desire of this Board, in addition to the duties of Deputy County Administrator, to name Ms. Walther as the Executive Director of Warren County Job and Family Services; and

NOW THEREFORE BE IT RESOLVED, to appoint Susan Walther, Deputy County Administrator as the Executive Director of Warren County Job and Family Services (Children Services and Human Services); and

BE IT FURTHER RESOLVED, said appointment shall be effective October 16, 2023.

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

Resolution adopted this 17<sup>th</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: OMB – S. Spencer  
OMB – T. Whitaker, Risk & Benefits Mgr  
Human Services (file)  
Children Services (file)

# Resolution

Number 23-1374

Adopted Date October 17, 2023

CONTINUE PUBLIC HEARING RELATIVE TO THE ADOPTION OF TEXT  
AMENDMENTS TO THE REQUIREMENTS AND STANDARDS FOR THE DESIGN AND  
CONSTRUCTION OF STREETS AND ROADWAY FACILITIES IN WARREN COUNTY

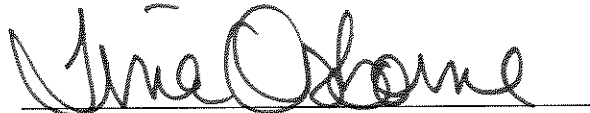
BE IT RESOLVED, to continue the public hearing relative to the adoption of text amendments to the Requirements and Standards for the Design and Construction of Streets and Roadway Facilities in Warren County; said hearing to be continued November 7, 2023, at 9:15 a.m. in the Commissioners' Meeting Room, County Administration Bldg., Rm. 128, 406 Justice Drive, Lebanon, Ohio 45036; and

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

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

Resolution adopted this 17<sup>th</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Engineer (file)  
Streets and Roadway Facilities Public Hearing file

# Resolution

Number 23-1375

Adopted Date October 17, 2023

APPROVING AND AUTHORIZING THE WRITTEN DECISION IN SITE PLAN CASE #101-2023 GRANTING THE APPLICANT'S REQUEST FOR A WAIVER OF ONE DEVELOPMENT STANDARD AS MODIFIED, AND APPROVING THE APPLICANT'S SITE PLAN REVIEW APPLICATION SUBJECT TO CONDITIONS FOR SHAKER WOODS SUBDIVISION IN TURTLECREEK TOWNSHIP

WHEREAS, the Board having conducted a quasi-judicial administrative hearing and completed its deliberations in Site Plan Case #101-2023, the Board reconvened on the record to take the following vote; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the President of the Board to execute the attached Decision dated October 17, 2023 in Site Plan Case # 101-2023, a copy of which is attached hereto and incorporated herein, granting the Applicant's Request for a Waiver of one Development Standard, as modified, and approving the Applicant's Site Plan Review Application subject to conditions of approval for Shaker Woods Subdivision in Turtlecreek Township; and

BE IT FURTHER RESOLVED, the Clerk of the Board shall cause the decision letter to be served on both the Applicant and the Owner by Certified Mail, return receipt requested.

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

Resolution adopted this 17<sup>th</sup> day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/BAM

cc: RZC (file)  
RPC  
Applicant  
Turtlecreek Township  
Public Hearing file  
Bruce McGary – Prosecutor's Office  
Aronoff, Rosen & Hunt, LPA (Richard Paolo, Attorney for Applicant)



## **BOARD OF COUNTY COMMISSIONERS**

### **WARREN COUNTY, OHIO**

406 Justice Drive, Lebanon, Ohio 45036

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

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

Telephone (513) 695-1250

Facsimile (513) 695-2054

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

**VIA CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

October 17, 2023

The Drees Company  
211 Grandview Dr., Ste. 100  
Ft. Mitchell, KY 41017

Re: Site Plan Review Case # 101- 2023  
Applicant: The Drees Company  
Owner: PAP Oil Company, LLC  
Subject Property: -0- Greentree Road, Turtlecreek Township, Lebanon, OH 45036  
Parcel No. 08-31-300-014 (pt.)<sup>1</sup>

As President of the Board of County Commissioners ("BOCC"), I am writing to notify you of the BOCC's decision in the above referenced matter.

#### **I. FINDINGS OF FACT.**

An administrative hearing for Site Plan Review was opened on August 8, 2023 and continued in progress on August 24, 2023 and again on September 26, 2023 regarding the above referenced Case No. 101-2023. Commissioners Jones, Young and Grossmann were present on August 8<sup>th</sup> and September 26<sup>th</sup>. Commissioner Grossmann was absent for the continuation of the hearing on August 24<sup>th</sup>, however, with the consent of the Applicant, Commissioner Grossmann watched the August 24<sup>th</sup> hearing via YouTube© video and acknowledged on the record during the September 26<sup>th</sup> continuation of the hearing that he had done so. Also present during the continuation of the hearing on August 24<sup>th</sup> and September 26<sup>th</sup> was Assistant County Prosecutor, Bruce McGary.

The hearing began by BOCC's Clerk, Tina Osborne reading into the record that an Application for Site Plan Review was received by the Zoning Department on June 22, 2023; written notice of the administrative hearing on the Application was published on July 16, 2023 in the Today's Pulse - Lebanon and Mason a newspaper of general circulation in Warren County as evidenced

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<sup>1</sup> The Site Plan Application and drawings illustrates the proposed development Site is 30.47 +/- acres but such acreage does not exist. Parcel # 08-31-300-014 consists of 208.0348 acres. The 30.47 +/- acres is a part of the 208.0348 parcel but no division of land had been sought when the Site Plan Review Application was filed or prior to the administrative hearing.

by a Proof of Publication; that written notice of the administrative hearing had been sent by ordinary U.S. mail on July 20, 2023 to the Applicant and all surrounding property owners within 500 feet from the proposed development; and, beginning July 21, 2023 the subject property had been posted with signage giving notice the property was subject to a public process and where to obtain additional information. All persons who testified during the hearing were sworn or affirmed an oath administered by Commissioner Jones. The hearing was recorded and broadcast live via YouTube©, and Ms. Osborne kept minutes.

August 8<sup>th</sup> hearing:

The BOCC heard sworn testimony from Warren County Director of Building and Zoning, Michelle Tegtmeier. Ms. Tegtmeier presented a Power Point to explain the Site Plan Review process and review the Application for Site Plan Review with supporting documents including without limitation the Applicant's cover letter explaining the proposed Site development and requesting a Waiver of the [MXU-C] Development Standards for side setback requirements by reducing from the 15 ft side requirement to 5 ft. on each side of a residential structure to be consistent with the style of development in the adjoining Shaker Run Subdivision, a Site Plan drawing/development plan, aerial maps, Landscaping plan, proposed Signage, descriptions of the width of various Lots, Types of Homes, and the Layout & Design of Lots. The aforementioned letter and the Site Plan Review Application with supporting documents illustrate 73 total lots on 30.47 acres consisting of patio homes on 50 ft. frontage lots and single-family homes on 65 ft. frontage lots to be known as Shaker Woods Subdivision. The Site is zoned MXU-C [Mixed Use Center]. The proposed site development does not require the Applicant to seek a zone change but must comply with the applicable MXU-C zoning standards and the Warren County Rural Zoning Code.<sup>2</sup> Ms. Tegtmeier further testified that the Site Plan illustrates only one access to the site through Broadmoor Lane within the adjacent Shaker Run Subdivision. The 30.47 acres is not contiguous to Greentree Road.

Ms. Tegtmeier testified notice was sent to various Reviewing Departments requesting comments. She shared the written comments from Turtlecreek Township, Lebanon City Schools, Butler County Water & Sewer Department (who would be the sewer provider even though the property is located in Warren County), and the RPC.

Ms. Tegtmeier also reviewed two slides in the Power Point that include: 1) Section 1.303.6 of the Warren County Rural Zoning Code that lists the Review Criteria for the BOCC to use in its decision-making process for a Site Plan Review application; and, 2) Section 2.407.6(D) that lists the factors the BOCC must consider, if applicable, in its decision-making process for a Waiver Request from the Development Standards for a proposed development with MXU-C zoning.

The BOCC heard sworn testimony from Warren County Regional Planning Commission (RPC) Planner II Hadil Lababidi. Ms. Lababidi reviewed the RPC Staff's written comments recommending approval subject to seven (7) conditions. She further explained the comments from various departments and public officials including a letter from Turtlecreek Township expressing that the Township Trustees desire to have an additional access from the proposed development to Greentree Road; a letter from Lebanon City Schools requesting a loop

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<sup>2</sup> All references herein to the *Warren County Rural Zoning Code* are designated as "ZC." The entire ZC text is available at [www.co.warren.oh.us/bldginsp/zoninfo/ruralzonerewrite/default.aspx](http://www.co.warren.oh.us/bldginsp/zoninfo/ruralzonerewrite/default.aspx).

turnaround for school buses; and, explained that Butler County would be the provider of sanitary sewer services.

The BOCC offered and the Applicant declined the opportunity to cross-examine Ms. Tegtmeier or Ms. Lababidi.

The BOCC asked the Applicant to present its case. The Applicant was represented by Matt Maines and Mark Linger of the Drees Company. Mr. Maines testified the Site was part of a larger parcel owned by PAP Oil Company. He testified that the Patio Homes would be built to meet the market demand and described such as a transition development from the adjoining Shaker Run Subdivision to the remaining MXU-C zoned property owned by PAP Oil Company. Mr. Maines testified that Drees Company agreed to all the seven (7) conditions of approval recommended by the RPC Staff. In response to the BOCC's questions, Mr. Maines testified that Drees Company had no option to purchase the remainder of the property from PAP Oil Company nor does he know the owner's intent regarding use of the remainder. He admitted that the BOCC would not know what the proposed Site development would transition into.

The BOCC allowed proponents of the proposed Site Plan Application to testify.

Annette Bickett of 1176 Golf Club Drive, Lebanon, Ohio testified in favor of the Site Plan and disagreed with the Turtlecreek Township Trustees belief that a safer access point could be achieved at a different location along Greentree Road given the speed and design of the roadway.

Joe Jacob of 5124 Greenview Lane, Lebanon, Ohio testified in his opinion that Drees Company does a good development and suggested they consider eliminating one lot and accessing an additional connection to an existing roadway, and that the proposed development will be complementary to the existing condominiums in Shaker Run.

Christine Pudvan of 1250 Ironwood Drive of Lebanon Ohio testified by reading a statement relative to concerns and desires for the proposed development.

The BOCC allowed opponents of the proposed SP Application to testify.

Turtlecreek Township Trustee, Jonathan Sams testified in opposition to the Site Plan. He testified that Turtlecreek Township objected to the proposed development due to the only access point for the development being within the existing Shaker Run Subdivision which already has limited access points. He expressed that Turtlecreek Township's concern for: the amount of time to reach the proposed development in the event of an emergency, concern of the requested 5 ft. setback in the event of a fire the homes would only be 10 ft. apart, and that there would be extended response times due to the location of the proposed development. Trustee Sams testified that this proposed development was not taken into consideration when the roadways were developed for Shaker Run as it was not a part of the original Shaker Run planned unit development. He reiterated Turtlecreek Township's recommendation that the Site Plan should not be approved unless a separate access point onto Greentree Road is provided.

Mr. Maines was offered the opportunity to cross-exam Trustee Sams or offer rebuttal testimony. Mr. Maines responded that he cannot promise additional access onto Greentree Road as Drees



Company does not control the remainder of the PAP Oil Company property, and he was willing to perform a traffic impact study.

In response to BOCC's questions relating to whether the 30.47-acre parcel existed, Mr. Linger of the Drees Company admitted that the proposed Site [30.47 acres] has been surveyed but not filed of record.

Mark Ferriell of 1332 Golf Club Drive, Lebanon, Ohio testified about his concern relative to damage to the existing subdivision roads from construction, increase on traffic, and his opinion the proposed development is too dense for the area.

Phil Garver of 1367 Barton Lane, Lebanon, Ohio testified that he respects private property owner's rights but that is secondary to public safety. He recommended a master plan be done not only for the proposed development, but the entire parcel owned by PAP Oil Company, and expressed his concern relating to infrastructure issues for emergency vehicle access. He requested that the BOCC deny the proposed Site Plan application.

Bruce Ihle of 5596 Greentree Road, Lebanon, Ohio testified about his concerns relative to traffic and speed on Greentree Road which impacts his ability to retrieve his mail from the mailbox. He further testified that: there are sanitary sewer issues in connecting to Butler County sewer system as it is too expensive, concerns about noise in the area, and requested BOCC require a master development plan for the entire parcel owned by PAP Oil Company prior to any approval.

Carol Jacob of 5124 Greenview Land, Lebanon, Ohio testified about her concern that adding additional traffic will result in safety concerns.

There being no other witnesses, BOCC resolved not to close the hearing without legal counsel being present, thus, the hearing was continued in progress.

August 24<sup>th</sup> hearing:

On August 24, 2023 BOCC reconvened with its legal counsel present. Mr. McGary explained that he had watched the YouTube© video of the August 8<sup>th</sup> hearing. He stated that there was confusion during the August 8<sup>th</sup> hearing about the two separate issues before the BOCC for decision. First, BOCC must apply the applicable factors under ZC 2.407.6(D)(1-5) to the evidence in the record to decide whether to grant the Applicant's request for a Waiver of the Development Standard requiring a 15ft. minimum yard (feet) on each side of a residential structure in an MXU-C zone. The Development Standard sought to be waived is found in Table 2.407-1 under ZC 2.407.7(A) [Development Standards Table], p. 44. The Applicant is requesting the Waiver be granted and the Development Standard be reduced to allow a 5ft. minimum yard (feet) on each side of all the residential structures throughout the proposed development. Mr. McGary further explained that the Applicant has not requested (nor should the Applicant have requested) a waiver of an access requirement for two access points to the proposed development with more than 50 lots. No such requirement exists in the applicable Development Standard under Table 2.407.1 or any other section in the ZC. The confusion relates to there being such a requirement under the Warren County Subdivision Regulations, but the Subdivision Regulations are under the exclusive jurisdiction of the RPC not the BOCC to decide during this hearing.

Second, the BOCC must apply the applicable review criteria under ZC 1.303.6(A-P) to the evidence in the record to decide whether to grant the Applicant's Site Plan Review Application. Separate and unrelated to the aforementioned Wavier Request, Mr. McGary clarified that as part of this second issue it is appropriate for BOCC to consider ZC 1.303.6(F) [Vehicular Access and Circulation of Streets], 1.303.6(K) [Public Service Impact including without limitation roadways, police, fire and EMS protection], and 1.303.6(N) [Emergency Access and Service Facilities and Public Safety] in determining whether to approve, approve with conditions, or deny the Site Plan Review Application.

With an admonition that she was still under oath, BOCC asked Ms. Tegtmeier to refresh BOCC's recollection as to her prior testimony on August 8<sup>th</sup>. She did so by reviewing her power point now marked Exhibit PP and testified the exhibit was the same power point except a few items previously in black font were now in red font.

After being admonished that she was still under oath, BOCC asked Ms. Lababidi to refresh BOCC's recollection as to her prior testimony on August 8<sup>th</sup>. She reviewed the comments again from departments and officials, then gave additional testimony using: a map illustrating a Density Analysis Along Greentree Road, the Shaker Run density with approving resolution and street stubs, two (2) maps illustrating Access To & From Major Roads, two (2) aerial maps illustrating Access from Core 5 Industrial Park [to Shaker Run Subdivision], a map illustrating Last Mile Drive Design [that restricts Semi truck traffic coming from Core 5 Industrial Park through Shaker Run Subdivision], and two (2) photographs of Last Mile Drive Design with comments from the Warren County Engineer's Office, Chief Deputy Kurt Weber, recommending that the existing barrier blocking access through Last Mile Drive would not be removed until completion of State Route 63 Road Improvement Project estimated by the end of year 2025, a Topography map of the proposed 30.47 acre development, a Flood Data map of the proposed 30.47 acre development, and a map illustrating the Butler County Sewer Service & FPA [Facilities Planning Area].

BOCC then allowed the Applicant or its attorney to offer any rebuttal testimony and evidence. Attorney Richard Paolo was present on behalf of the Applicant and requested that BOCC continue the hearing in progress again due to the Applicant's head of land development not being available at that time. BOCC resolved not to close the hearing but to continue the hearing in progress at the Applicant's attorney's request.

#### September 26<sup>th</sup> hearing:

On September 26, 2023 BOCC reconvened.

Again, after being admonished she was still under oath, Ms. Tegtmeier refreshed the BOCC's memory by reviewing Exhibit PP. And, Mr. McGary was asked to clarify the two issues the BOCC was being asked to decide.

BOCC gave the Applicant and its attorney the opportunity to offer any rebuttal testimony and evidence. Mr. Paolo stressed that the decision about access to the proposed development is not a decision Turtlecreek Township makes, rather it is BOCC's decision. He further reiterated the Waiver Request but stipulated at the request of Commissioner Grossmann that the Applicant would agree to amend the 5ft. wavier request to 12ft. minimum yard (feet) on each side of a

residential structure in the proposed development. Mr. Paolo suggested the BOCC should be satisfied with the Site Plan given the proposed density within the proposed development is half the density permitted in the MXU-C zone.

Mr. Linger of Drees Company Land Acquisition presented a map marked Exhibit A measuring the distance from the nearest Turtlecreek Township Fire Station to the proposed development and testified that the request by Turtlecreek Township to have a second access from Greentree Road is not a shorter route by distance or time.

Mr. Paolo presented Exhibit B being BOCC's Resolution previously approving Greentree Meadows Subdivision which is located along Greentree Road across from the entrance to Shaker Run Subdivision that has only one access.

BOCC allowed Trustee Sams to testify again. He testified the Trustees' public safety concerns were raised after the Trustees discussed the Applicant's Site Plan with the Turtlecreek Township Fire Chief who objected to one access and that a fire truck turning into a 73 lot development at the same time residents are trying to get out because of a fire with houses too close together is a cause for concern. Trustee Sams testified the close proximity of houses causes fire to jump from house to house and recommended the 15ft side yard setback should be required and not waived. Trustee Sams pointed out that the proposed development is different than the adjoining Shaker Run Subdivision which is a planned unit development, and further testified the proposed development is different than the Greentree Meadows Subdivision which has a wider entrance and turnarounds that can accommodate fire apparatus in contrast to a single access in the proposed development.

Mr. Linger testified that the width of access to Greentree Meadows Subdivision is the same as the proposed development. He further testified that the building of the houses in the proposed development will not be completed before 2025 when additional access through Last Mile Drive and Core 5 Industrial Park will be open to the public to access State Route 63.

BOCC swore in RPC Executive Director Stan Williams and Senior Planner Ryan Cook. They testified there is no designation on the Warren County Official Thorough Plan for the area where the proposed development is located or on the remainder of PAP Oil Company's parcel. In response to Exhibit B, Mr. Cook testified that that the single access to Greentree Meadows Subdivision was at the request of the County Engineer. The single access directly off Greentree Road was necessary due to there being insufficient site distance that did not comply with the County Access Management Regulations. The resolution was for the single access to be divided into a boulevard style that acts as two entrances. There are no such special circumstances with the Applicant's proposed development.

All testimony was concluded on September 26<sup>th</sup>. The BOCC voted unanimously to close the hearing to any further testimony or documentary evidence. By separate vote the BOCC voted to deliberate in private beginning on October 3, 2023.

## II. CONCLUSIONS OF LAW.

During deliberations, the BOCC discussed the applicable law, including without limitation, the Site Plan review criteria in ZC 1.303.6(A-P) [pp. 10-11] , plus, the review criteria in ZC 2.407.6(D)(1-5) for the requested Waiver of the Development Standards, to wit: minimum yard (feet) side of 15ft. for a residential structure in an MXU-C zoning district. See ZC 2.407.6(D), ZC 2.407.7 and *Table ZC 2.407-1*, pp. 42-44.

Based on the whole record, a part of which is described above and the entirety of which is available at <https://youtube.com/@warrencountyboardofcommiss3245/streams><sup>3</sup> and incorporated by reference herein, the BOCC reached the following conclusions.

A) Review Criteria. ZC 1.303.6 provides the site plan review is conducted to determine anticipated impacts on the public health and safety, as well as public convenience, comfort, prosperity, or general welfare, as applicable, and lists sixteen factors to be considered and weighed by the BOCC but no single factor controls in making a decision, nor must all of the factors support the decision. BOCC considered the review criteria and concluded that the testimony relating to vehicular access and circulation of streets, the public service impact on fire and EMS protection, and emergency access and service facilities and public safety under ZC 1.303.6(F)(K) and (N) was compelling, but those risks can be reasonable mitigated by requiring: 1) the Applicant to make the single access within Shaker Woods wider than as shown on the Site Plan drawing and divide the access into a boulevard style that acts as two entrances; and, 2) requesting RPC restrict the development to a reasonable number of lots until such time (anticipated to be in year 2025) as the County Engineer's requires the barricade to be removed and the connection between Shaker Run Subdivision to Core 5 Industrial Park via Last Mile Drive is opened. Thus, after weighing and balancing the review criteria, the BOCC concluded that a preponderance of substantial, reliable, and probative evidence in the whole record was presented by the Applicant to justify the BOCC approving the Site Plan Review application subject to specials conditions of approval that would mitigate any reasonable adverse impacts.

B) Findings. BOCC may approve a waiver of the general development standards for certain development requirements upon making a finding under ZC 2.407.6(D)(1-5). Based on ZC 2.407.6(D)(4), BOCC concluded that reducing the minimum yard (feet) side for residential structures for the proposed development in an MXU-C zone would be consistent with and compatible with the adjacent Shaker Run Subdivision. Thus, after weighing and balancing the factors for the Request for a Waiver of Development Standards, BOCC concluded that a preponderance of substantial, reliable and probative evidence in the whole record was presented by the Applicant to justify the BOCC denial of the waiver to reduce the minimum yard (feet) side for residential structures to 5 ft. but to grant the waiver thereby reducing the minimum yard (feet) side for residential structures to 12 ft. as stipulated to during the hearing by the Applicant.

C. **DECISION.**

On October 17, 2023, during the BOCC's regularly scheduled meeting, BOCC voted 2-0, to approve the SP Application referenced as Case # 101-2023, subject to the following special conditions:

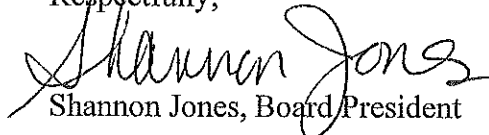
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<sup>3</sup> See *YouTube*© recordings for August 8, 2023, August 24, 2023, and September 26, 2023 available at this link or at <https://www.co.warren.oh.us/Commissioners/>.

1. Compliance with the standards of ZC 1.303.3.
2. The installation and provision of water utilities shall be to the satisfaction of the Warren County Water Department.
3. The installation and provision of the sanitary sewer services shall be to the satisfaction of the Butler County Sewer Department.
4. The trail and all open space amenities shall be constructed and completed at the time each phase is platted and shall be fully developed before the plating of 75% of the residential lots (55 lots).
5. The Applicant receives RPC Executive Committee's approval of an Access Point Waiver request under the Warren County Subdivision Regulations at subdivision review process and comply with the following: 1) to make the single access within Shaker Woods Subdivision wider to the satisfaction of the Warren County Engineer and to divide the single access into a boulevard style that acts as two entrances to Shaker Woods Subdivision; and, 2) a maximum of twenty-five (25) residential lots may be platted prior to the removal of the barricade and opening of the connection of Shaker Run Subdivision to Core 5 Industrial Park via Last Mile Drive.
6. At the Preliminary Plan submittal to the RPC, the Applicant shall submit an updated plan that shows:
  - a. A cross-section for the private driveway.
  - b. An access easement to the retention basin.
  - c. A divided boulevard style access that acts as two entrances to Shaker Woods Subdivision.

Please be advised that this is a final decision, therefore, any appeal must be brought within 30 days of this written decision in the Warren County Court of Common Pleas in accordance with Chapters 2505 and 2506, Ohio Revised Code.

Respectfully,

  
Shannon Jones, Board President

cc: Zoning Dept. (Michelle Tegtmeier, Director of Bldg. and Zoning)  
Prosecutor' Office (Bruce McGary, Asst. Pros.)  
Turtlecreek Township (Tammy Boggs, Admin.)  
Aronoff, Rosen & Hunt, LPA (Richard Paolo, Attorney for Applicant)