

Resolution

Number 24-1232

Adopted Date September 24, 2024

APPROVING A TEMPORARY PAY INCREASE FOR TAYLER BISHOP, WASTEWATER SUPERINTENDENT, WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, the Superintendent is monitoring all wastewater operations with reduced staffing and the Sanitary Engineer has recommend a temporary increase for Mr. Bishop as he covers operations to meet EPA requirements; and

NOW THEREFORE BE IT RESOLVED, to approve the temporary pay increase to \$3,907.38 bi-weekly for Tayler Bishop, Wastewater Superintendent within the Water and Sewer Department effective pay period beginning September 21, 2024.

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR:

cc: Water and Sewer' file
T. Bishop's Personnel file
OMB– Sue Spencer

Resolution

Number 24-1233

Adopted Date September 24, 2024

HIRING GINA HINESON AS CUSTODIAL WORKER II WITHIN WARREN COUNTY FACILITIES MANAGEMENT

BE IT RESOLVED, to hire Gina Hineson as Custodial Worker II within Facilities Management, classified, full-time permanent status (40 hours per week), Pay Range #9, \$18.08 per hour, effective September 30, 2024, subject to a negative drug screen, background check and a 365-day probationary period.

BE IT FURTHER RESOLVED, Ms. Hineson will not be eligible for the typical 3% increase upon completion of her year probation period, as her wage reflects her experience.

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Facilities Management (file)
G. Hineson's Personnel file
OMB-Sue Spencer

Resolution

Number 24-1234

Adopted Date September 24, 2024

ACCEPTING THE RESIGNATION OF JAKE MORRISON, SENIOR ENGINEER, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE SEPTEMBER 20, 2024

BE IT RESOLVED, to accept the resignation of Jake Morrison, Senior Engineer, within the Warren County Water and Sewer Department, effective September 20, 2024.

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Water and Sewer (file)
J. Morrison's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 24-1235

Adopted Date September 24, 2024

ACCEPTING THE RESIGNATION OF NICOLE TORRES, ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, EFFECTIVE SEPTEMBER 27, 2024


BE IT RESOLVED, to accept the resignation of Nicole Torres, Eligibility Referral Specialist II, within the Warren County Department of Job and Family Services, Human Services Division, effective September 11, 2024.

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Human Services (file)
N. Torres' Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 24-1236

Adopted Date September 24, 2024

CANCELLING THE REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY, SEPTEMBER 26, 2024

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday, September 26, 2024.

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor
Commissioners' file
Press

Resolution

Number 24-1237

Adopted Date September 24, 2024

ENTERING INTO CONTRACT WITH W.E. SMITH CONSTRUCTION FOR THE 2024 HAMILTON ROAD DRILLED PIER WALL PROJECT

WHEREAS, pursuant to Resolution #24-1116, adopted August 27, 2024, this Board approved a Notice of Intent to Award Contract for the 2024 Hamilton Road Drilled Pier Wall Project to W.E. Smith Construction, for a total contract price of \$184,857.00; and

WHEREAS, all documentation, including performance bonds, insurance certificates, etc., has been submitted by the contractor; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with W.E. Smith Construction, for said project, for a total contract price of \$184,857.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

KP

cc: c/a— W.E. Smith Construction
Engineer (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 24 day of September, 2024, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **W.E. Smith Construction, 2030 Bauer Road, Blanchester, Ohio 45107**, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

2024 HAMILTON ROAD DRILLED PIER WALL PROJECT

hereinafter called the project, for the sum of **\$184,857.00 (One Hundred Eighty- Four Thousand, Eight Hundred Fifty- Seven Dollars and No Cents)**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

- Proposal Price (Bid) Sheet
- Exception Sheet
- Bidder Identification
- A) Invitation to Bidders
- B) General Instruction to Bidders
- C) Non-Collusion Affidavit
- D) Bid Guaranty & Contract Bond
- E) Performance Bond
- F) Contract
- G) Bonding & Insurance Requirements
- H) Experience Statement
- I) Affidavit of Non-Delinquency of Real and/or Personal Property Tax
- J) Equal Employment Opportunity Requirements, Bid Conditions and Non-discrimination and Equal Employment Opportunity Affidavit
- K) Findings for Recovery Affidavit Wage Rate Determination
- L) Wage Rate Determination
- M) Special Provision/Technical Specifications

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project by 8 weeks after written notice-to-proceed has been issued and preconstruction meeting has been held. The Contractor further agrees to pay, as liquidated damages, the sum of \$300.00 for each consecutive calendar day thereafter.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon a written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to OWNER.

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorney's fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by CONTRACTOR, its agents, employees, licensees, consultants or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

The CONTRACTOR does hereby agree to indemnify and hold the OWNER harmless for any and all sums for which the OWNER may be required to pay or for which the OWNER may be held responsible for failure of the CONTRACTOR or any subcontractor to pay the prevailing wage upon this project.

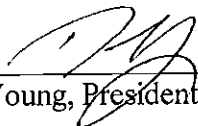
The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and Owner, nor create any obligations on the part of the Owner to pay or see to the payment of any sums to any subcontractor.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

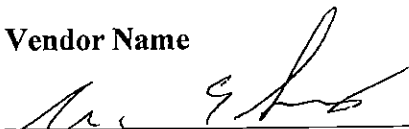
WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)

* 

David G. Young, President

Vendor Name

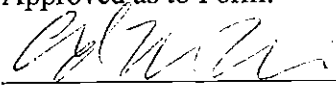
By:



Name
President

Title

Approved as to Form:



Assistant Prosecutor
Adam W. Vice

Resolution

Number 24-1238

Adopted Date September 24, 2024

ENTERING INTO CONTRACT NEGOTIATIONS WITH CONGER CONSTRUCTION & MSP DESIGN FOR DESIGN-BUILD SERVICES FOR THE NEW WARREN COUNTY CRIMINAL SUPPRESSION HEADQUARTERS PROJECT

WHEREAS, pursuant to Resolution #24-0801, adopted June 25, 2024, this Board issued a request for qualifications for Design-Build Services relative to the new Warren County Criminal Suppression Headquarters Project; and

WHEREAS, pursuant to Resolution #24-0874 adopted July 9, 2024, the Board established an Evaluation Committee to review the request for qualifications submittals prior to selection by this Board; and

WHEREAS, statements of qualifications were received and reviewed, and the Evaluation Committee invited three qualified teams to submit proposals for said Design-Build Services: Conger Construction & MSP Design, HGC Construction & KZF Design, and Megen Construction & Elevar Design; and

WHEREAS, proposals from the three teams were received and reviewed, and the teams were then interviewed by the Evaluation Committee. In accordance with the procedures set forth in Section 153.65 of the Ohio Revised Code, and the published criteria in the RFQ and RFP, the Evaluation Committee scored and ranked the three teams using the State of Ohio Best Value Rating Form; and

WHEREAS, based on the ranking by the Evaluation Committee, Conger Construction & MSP Design is the Best Value to provide Design-Build Services for the Project.

NOW THEREFORE BE IT RESOLVED, to authorize Trevor Hearn, Director of Facilities Management, to enter into contract negotiations with Conger Construction & MSP Design for Design-Build Services for the new Warren County Criminal Suppression Headquarters Project.

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Facilities (file)
Bid file

Resolution

Number 24-1239

Adopted Date September 24, 2024

APPROVING AMENDMENT NO. 1 TO THE ENGINEERING CONTRACT WITH FISHBECK, INC. ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

NOW THEREFORE BE IT RESOLVED, to approve Amendment No. 1 to the engineering contract with Fishbeck, Inc. for the Mason-Morrow-Millgrove Road Bridge #38-0.37 Replacement Project. Copy of amendment is attached hereto and made a part hereof.

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
c/a- Fishbeck, Inc.
Engineer (file)

AMENDMENT TO AGREEMENT
Amendment No. 1

Amending Engineering Contract
For
Mason-Morrow-Millgrove Road Bridge #38-0.37 Replacement Project

This FIRST AMENDMENT to an AGREEMENT dated August 2, 2022 for the Mason-Morrow-Millgrove Road Bridge #38-0.37 Replacement Project in Warren County is made as of the date stated below, by and between the Warren County Board of County Commissioners, hereinafter referred to as the "OWNER" on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and Fishbeck, Inc., hereinafter referred to as the "ENGINEER."

On the 2nd day of August 2022, the OWNER and the COUNTY ENGINEER and the ENGINEER entered into an AGREEMENT by Resolution No. 22-1168, to perform the design of the Mason-Morrow-Millgrove Road Bridge #38-0.37 Replacement Project. The design included a bridge replacement over Muddy Creek and associated roadway improvements on Mason-Morrow-Millgrove Road in the City of Mason and the OWNER agreed to expend a sum not to exceed \$125,589.00 to pay for the specified consulting services.

It is now necessary and in the COUNTY ENGINEER'S interest to revise SECTION 1 – BASIC SERVICES OF ENGINEER of the Agreement to include additional hours to redesign the proposed storm sewer to accommodate utility relocations and reconfigure the proposed standard highway easement and legal description. In order to do so, it is necessary to increase the maximum prime compensation to be paid to ENGINEER by an amount of \$10,000.00 to a total of \$135,589.00; without extending the completion date of the contract with the ENGINEER. See Exhibit A (ENGINEER'S Proposal) which is hereby incorporated by reference into this AMENDMENT.

It is hereby agreed by and between the OWNER and the COUNTY ENGINEER and the ENGINEER that the AGREEMENT be amended as noted above and that all other terms and provisions of the AGREEMENT remain in full force and effect. In the event any conflict or dispute arises between the parties relating to the obligations of the ENGINEER as amended by this Amendment, such conflict or dispute shall be resolved in accordance with the amended obligations set forth in this Amendment to Agreement.

[The remaining portion of this page is blank]

ENGINEER:

IN EXECUTION WHEREOF, Fishbeck, Inc. has caused this Agreement to be executed on the date stated below by _____, its _____, pursuant to a corporate Resolution authorizing such act.

FISHBECK, INC.

SIGNATURE: Jon Carroll

PRINTED NAME: Jon Carroll

TITLE: Vice President

DATE: 9-16-2024

OWNER:

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed by David G Young, its President on the date stated below, pursuant to Resolution No. 24-1239, dated 9-24-24.

RECOMMENDED BY:
WARREN COUNTY ENGINEER

APPROVED BY:
WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Neil F. Tunison

SIGNATURE: David G. Young

PRINTED NAME: Neil F. Tunison

PRINTED NAME: David G. Young

TITLE: Warren County Engineer

TITLE: President

DATE: 8/30/2024

DATE: 9-24-24

Approved as to Form:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

BY: Bruce A. McHenry
Assistant Prosecuting Attorney

August 28, 2024

Roy Henson, PE, PS
Bridge Engineer
Warren County Engineer's Office
210 West Main Street
Lebanon, Ohio 45036

**Mason-Morrow-Millgrove Road Bridge #38-0.37 Replacement Project
Fee Proposal for Additional Services**

Dear Roy:

Fishbeck has appreciated the opportunity to partner with Warren County Engineer's Office (County) for the Mason-Morrow-Millgrove Road bridge replacement project. There have been additional services required to complete this project since our original contract date of August 2, 2022. Two tasks that have been identified recently are the redesign and reconfiguration of the storm sewer to accommodate utility locations and the reconfiguration of the proposed easement and legal descriptions.

In order to minimize project costs incurred, Fishbeck requests a contract modification to bill the County on any additional tasks requested on a time and materials basis, being compensated at Fishbeck's current billing rates and any direct costs. We propose the County set a not to exceed limit of \$10,000 for this contract modification.

We look forward to finalizing this project with the County.

If you have any questions or require additional information, please contact me at 513.247.8571 or jpcarroll@fishbeck.com.

Sincerely,



Jon P. Carroll, PE
Vice President/Senior Bridge Engineer

Attachments
By email

Resolution

Number 24-1240

Adopted Date September 24, 2024

AUTHORIZING THE PRESIDENT OF THIS BOARD TO SIGN A FUNDING APPROVAL/ AGREEMENT BETWEEN WARREN COUNTY AND THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT RELATIVE TO THE FISCAL YEAR 2024 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

BE IT RESOLVED, to authorize the President of this Board to sign a Funding Approval/ Agreement, as attached hereto and made a part hereof, between the Warren County Board of Commissioners and the U.S. Department of Housing & Urban Development relative to the Fiscal Year 2024 Community Development Block Grant (CDBG); and

BE IT FURTHER RESOLVED, in the event funding is not available from the U.S. Department of Housing & Urban Development, the Warren County Board of Commissioners has no further obligation to fund this Program.

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/sm

cc: c/a—US Department of Housing & Urban Development
OGA (file)
HUD

Funding Approval/Agreement

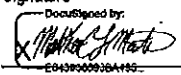

Title I of the Housing and Community Development Act (Public Law 930383)
 HI-00515R of 20515R

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Community Development Block Grant Program

OMB Approval No. 2506-0193
 exp 1/31/2025


1. Name of Grantee (as shown in item 5 of Standard Form 424) County of Warren	3a. Grantee's 9-digit Tax ID Number 316000058	3b. Grantee's 9-digit DUNS Number VK7ZTVZ8BE51 (UEI)
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 406 Justice Drive Lebanon, OH 45036-2385	4. Date use of funds may begin 05/01/2024	
	5a. Project/Grant No. 1 B-24-UC-39-0009	6a. Amount Approved \$821,043.00 (by this action)
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any additional and/or special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the additional and/or special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Matthew LaMantia	Grantee Name (Contractual Organization) COUNTY OF WARREN
Title CPD Director	Title
Signature  DocuSigned by: Matthew LaMantia E0439000938A495	Date (mm/dd/yyyy) 8/30/2024
	Signature 
	Date (mm/dd/yyyy) 09-24-2024

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Additional/Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy)	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy)	
9c. Date of Start of Program Year 05/01/2024			
11. Amount of Community Development Block Grant			
a. Funds Reserved for this Grantee	FY 2024	FY 2023	
b. Funds now being Approved	\$821,026.00	\$ 17.00	
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter issued, and to the extent such assistance is provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature X _____

APPROVED AS TO FORM

 Kathryn M. Horvath
 Asst. Prosecuting Attorney

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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8. Additional Conditions.

- (a) The period of performance and single budget period for the funding assistance specified in the Funding Approval (“Funding Assistance”) shall each begin on the date specified in item 4 and shall each end on September 1, 2031. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2031.
- (b) The Grantee must complete Addendum #1 to Agreement “Grantee Indirect Cost Rate(s)” and return it to HUD with this Agreement. The addendum HUD receives from the Grantee will be incorporated into and made part of this Agreement, provided that the rate information is consistent with the applicable requirements under 2 CFR part 200. The Grantee must immediately notify HUD upon any change in the Grantee’s indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.
- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.
- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt

of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).
- (h) The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.
- (h) Waste, Fraud, Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of: 1. Gross mismanagement of a Federal contract or grant; 2. Waste of Federal funds; 3. Abuse of authority relating to a Federal contract or grant; 4. Substantial and specific danger to public health and safety; or 5. Violations of law, rule, or regulation related to a Federal contract or grant.
- (i) The Grantee will comply with the right to report crime and emergencies protections at 34 U.S.C. 12495 of the Violence Against Women Act.

**Addendum # 1 to Agreement B-24-UC-39-0009
Grantee Indirect Cost Rate(s)**

As the duly authorized representative of the Grantee, I certify that the Grantee:

- Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.
- Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Name of Authorized Official:

Signature:

 X

Date
 (mm/dd/yyyy):

Title:

//

Instructions for the Grantee's Authorized Representative:

You must mark the one (and only one) checkbox above that best reflects how the Grantee's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

Resolution

Number 24- 1241

Adopted Date September 24, 2024

APPROVING THE CONTRACT WITH HARDIN COUNTY COMMISSIONERS ON BEHALF OF THE WARREN COUNTY JUVENILE COURT MARY HAVEN YOUTH CENTER DIVISION

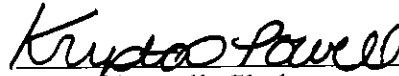
BE IT RESOLVED, to approve the Contract between Hardin County and Mary Haven Youth Center to provide placement services from August 01, 2024 through July 31, 2025. Copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Hardin County
Juvenile (file)
Mary Haven Youth Center (file)
Hardin County Juvenile Court

**Contract for Residential Treatment Services
Between
Warren County, Ohio and Hardin County, Ohio**

This contract is entered into and effective as of the date last signed below, by and between the Warren County Board of Commissioners on behalf of the Warren County Probate Juvenile Court, whose address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter "Warren County") and the Hardin County County Board of Commissioners on behalf of the Hardin County Juvenile Court, whose address is One Sq. Ste. 210 Kenton, Ohio 43326 (hereinafter "Hardin County").

Whereas, Hardin County is in need of secure residential treatment services for male juvenile offenders; and

Whereas, Warren County has such a program, referred to as the Mary Haven Youth Center, and is willing to provide this service to Hardin County...


Now, Therefore, the parties mutually agree as follows:

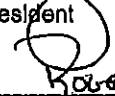
1. Contingent on available space, Warren County agrees to provide secured residential treatment including the Response Ability Pathways (RAP) program. The program encourages an individualized treatment program for each resident. Programming utilized includes Cognitive Behavior Modification, Education, Recreation, and Religious Opportunities. Treatment available to residents includes Counseling, Sex Offender Treatment, Trauma and Grief Component Treatment for Adolescents (TGCTA), and Substance Abuse Treatment.
2. Hardin County will pay a per diem of \$200.00 per bed or individual placed with Warren County.
3. The parties agree the initial term of said Agreement shall be from 8/1/24 through 7/31/25. The parties may extend this contract by executing written extensions at the end of the initial term. The parties further agree that the per diem shall be renegotiated and calculated before each annual extension.
4. The parties herein acknowledge that adjudicated delinquent juvenile(s) will be accepted into the Mary Haven Youth Center only after a thorough assessment has been performed by Mary Haven Youth Center to assure the juvenile(s) meet the criteria for admission/acceptance into the program for residential treatment services. Warren County has the sole discretion to determine whether a child will be placed in the Mary Haven Youth Center.
5. Hardin County agrees and acknowledges that medical and dental care are not provided by Warren County. Further, all expenses for any medical, dental, counseling, or any other extraordinary costs which are not provided by the Mary Haven Youth Center as part of the routine services provided shall be paid for by the juvenile's parent/guardian/custodian, their insurance provider or lastly, the Court which placed said juvenile at the Mary Haven Youth Center. Hardin County shall provide notice of this responsibility to the parent/guardian/custodian in advance of any placement with Warren County at the Mary Haven Youth Center.
6. Warren County shall prepare a monthly invoice for Hardin County and provide details of attendance with that invoice for the services provided by this Agreement. The payment is to be made from Hardin County in full within thirty (30) days from the date of the invoice. The failure of Hardin County to make timely payments pursuant to this Agreement may result in a suspension or termination of this Agreement and the services provided herein. The payment shall be made payable to Warren County Juvenile Court and mailed to Warren County Juvenile Justice Center, 900 Memorial Drive, Lebanon, Ohio, 45036.

7. The parties to this Agreement acknowledge that all juveniles placed at the Mary Haven Youth Center will be required to participate in the programs provided at said facility in order to maintain placement. A refusal to participate in programs may result in a child being removed from the program. Reasonable advanced notice will be provided Hardin County prior to any child being removed from the Mary Haven Youth Center.
8. The parties acknowledge and agree that Warren County shall provide the educational requirements for all juveniles in the Mary Haven Youth Center and shall prepare and submit invoices for the same to the juvenile's home school district. Hardin County agrees to provide appropriate orders to identify each child's home school district and to establish their responsibility for payment of said child's education. The parties agree that any modification or amendments to this Agreement must be agreed to, in writing, by both parties.
9. Either party may terminate this agreement for convenience by providing 15 days advanced written notice of the termination. Hardin County shall pay in full for all services provided by Warren County prior to the effective date of the termination.
10. Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional, or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.
11. This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio, the venue for any legal disputes arising under this Agreement shall be Warren County Common Pleas Court.
12. This Agreement shall not be modified or amended in any way unless it is done so in a written document executed by both parties.
13. The Parties agree that the terms recited herein are the entire Agreement.

In Execution Whereof, the undersigned parties have set their hands to this Agreement and agree to terms and conditions contained herein.

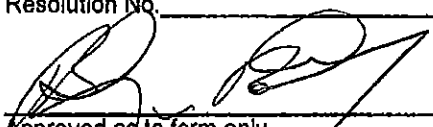
Hardin County Board of Commissioners:



President

Rose B. Crow

Printed Name


8/8/24
Date

Resolution No. _____


Approved as to form only
Hardin County Prosecutor's Office

8-6-24
Date

Warren County Board of Commissioners:

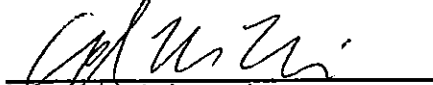
* 

President
David G. Young

Printed Name

9-24-24
Date

Resolution No. 24-1241



Approved as to form only
Warren County Prosecutor's Office

9/18/24
Date

Resolution

Number 24-1242

Adopted Date September 24, 2024

APPROVING AND ENTERING INTO RENTAL AGREEMENT WITH PITNEY BOWES

BE IT RESOLVED, to approve and authorize the President of the Board to execute a Rental Agreement for a mail system for the Administration Building, with Pitney Bowes; as attached hereto and made a part hereof.

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

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

Resolution adopted this 24th day of September 2024.

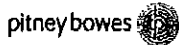
BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR/

cc: c/a –Pitney Bowes
OMB (file)
S. Spencer



NASPO ValuePoint FMV Rental Agreement (Option B)

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

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee			Tax ID # (FEIN/TIN)		
WARREN CTY COMMISSIONERS			316000058		
Sold-To: Address					
406 JUSTICE DR, LEBANON, OH, 45036-2349, US					
Sold-To: Contact Name		Sold-To: Contact Phone #		Sold-To: Account #	
Susan Spencer		5136951747		0011832648	
Bill-To: Address					
406 JUSTICE DR, LEBANON, OH, 45036-2349, US					
Bill-To: Contact Name		Bill-To: Contact Phone #		Bill-To: Account #	Bill-To: Email
Susan Spencer		5136951747		0011832648	susan.spencer@co.warren,oh.us
Ship-To: Address					
406 JUSTICE DR, LEBANON, OH, 45036-2349, US					
Ship-To: Contact Name		Ship-To: Contact Phone #		Ship-To: Account #	
Julie Driscoll		(513) 695-1242		0011832648	
PO #					

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROMAILCENTER	MailCenter
1	1FW5	15lb Interface Weigh (left/right unit)
1	7W00	MailCenter Meter
1	APAXL	Cost Accg Accounts Level (100)
1	APKG	SendPro 360 Shipping Feature
1	APSJ	270 LPM Speed
1	CAABL	Basic Cost Accg for SP MailCenter
1	F9PG	PowerGuard Service Package
1	HVIP	MailCenter Printer
1	HVBD	MailCenter 3000
1	HVPS	MailCenter Power Stacker
1	HVSTYLUS	Stylus Kit for SendPro MailCenter
1	M9SS	USPS Tracking Services
1	ME1D	Meter Equipment - High

1	MT30	Platform Scale 30lb/12kg
1	MW90147	Wireless Keyboard
1	MW90650	Tape Moistener Asmbly - 3000 Mono
1	MW92705	MailCenter 15in Display
1	N199	Scale Stand
1	PTJ1	SendPro Online-PitneyShip
1	PTJ4	Multicarrier Sending App w HW or Meter
1	PTJ8	SPO-PitneyShip Mailing Included w HW
1	PTJD	SPO-PitneyShip Office
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	Meter Integration
1	PTKHV	PitneyShip MailCenter Integration
1	SJM3	SoftGuard - 3000
1	STDSLA	Standard SLA-Equipment Service Agreement (for MailCenter)
1	SYAB3	Analytics - 2 Products
1	SHIPPING360ADDON	Shipping 360 - PitneyShip Pro Add-on
1	1E44	Desktop Thermal Roll Printer
1	SL-397-D	70lb Integrated USB Scale
1	STDSLA	Standard SLA-Equipment Service Agreement (for Shipping 360 - PitneyShip Pro Add-on)

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 873.89	\$ 2,621.67

*Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees Included
- Purchase Power® transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are either (i) included in your State's contract which is available at <http://www.pb.com/states> or (ii) available by clicking on the hyperlink for that software located at https://www.naspovaluepoint.org/search/?term=pitney+bowes&page_ref=contractors. Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058808; RSK008354

State/Entity's Contract#

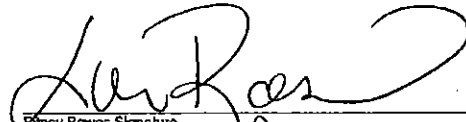
Lessee Signature

David G Young
Print Name
President

Title
9-24-24

Date

Email Address



Pitney Bowes Signature

Lori ROSSIO
Print Name
Govt Major Account Manager

Title
8/23/24

Date

Sales Information

Lori Rossio

,lori.rossio@pb.com

Account Rep Name

Email Address

PBGFS Acceptance

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

OPTIONAL USE CONTRACT FOR: MAILING EQUIPMENT, SUPPLIES, AND MAINTENANCE

CONTRACT No.: RSI008354

CONTRACT ID: 8354-A1

EFFECTIVE DATES: 01/01/2023 to 05/14/2024
*RENEWAL THROUGH: 05/14/25

SUPPLIER: PITNEY BOWES INC.

The State of Ohio Department of Administrative Services (DAS) has agreed to participate in a consortium contract. The State of Arizona is the lead entity for the NASPO ValuePoint Cooperative Purchasing Organization and their Master Price Agreement number is CTR058808. This contract is administered by the State of Arizona, on behalf of NASPO ValuePoint. The state of Ohio has accepted prices as a result of Bid Number BPM003137, which opened on 09/08/21. The State of Arizona completed the evaluation of the proposal response(s). The respective Proposal, including the incorporated contract terms and conditions, standard contract terms and conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS, and the State of Ohio, Standard Terms and Conditions become a part of this Optional Use Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.


CONTRACT RENEWAL. This Contract may be renewed after the ending date of the Contract solely at the discretion of the Contracting Agency for a period of one month. Any further renewals will be by mutual agreement between the Contractor and the Contracting Agency for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed 05/14/2027 unless the Contracting Agency determines that additional renewal is necessary.

This Requirements Contract is available to State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

This Requirements Contract and any Amendments thereto are available from the OhioBuys public portal at the following address:

<https://supplier-marketplace.ohio.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage>

Signed:  E-SIGNED by Kathleen C. Madden /RLG
on 2024-05-14 15:08:02 GMT
Kathleen C. Madden, Director Date

*Indicates renewal through 05/14/25, per amendment 1.

1 - SPECIFICATIONS AND REQUIREMENTS

STATE OF OHIO
PARTICIPATING ADDENDUM FOR MAILING EQUIPMENT, SUPPLIES, AND MAINTENANCE
AS ISSUED BY THE STATE OF ARIZONA CAN BE FOUND BY CLICKING THE LINK BELOW

PITNEY BOWES PA

MASTER AGREEMENT NUMBER CTR058808

ORIGINAL RFP

LINK TO CURRENT PRICING

2 - STANDARD TERMS AND CONDITIONS

- I. GLOSSARY – The following definitions are applicable to all components of the Contract:
- A. **Acceptance:** Approval and retention by the Ordering Agency of any products, supplies, services or other Deliverables, delivered to fulfill Contract requirements.
 - B. **Contracting Agency:** The agency with which the Contractor enters into the Contract and that has the authority to enforce the Terms and Conditions of this Contract. The Contracting Agency may also be the Ordering Agency.
 - C. **Default:** The omission or failure to perform any obligation under this Contract, which omission or failure has not been cured within thirty (30) days of notice of such omission or failure from Ordering Agency.
 - D. **Deliverable:** Any Contractor-provided products, supplies, services, work or product described in the specifications of the Contract.
 - E. **Ordering Agency:** The entity that purchases and accepts the products, supplies, services or other Deliverables under this Contract and that is responsible for payment. The Ordering Agency may also be the Contracting Agency.
 - F. **State:** The State of Ohio, which may include the Contracting and/or Ordering Agency as applicable.
 - G. **State Data:** All data and information provided by, created by, created for, or related to the activities of the State and any information from, to, or related to all persons that conduct business or personal activities with the State, including, but not limited to Sensitive Data. Sensitive Data means any type of data that presents a high or moderate degree of risk if released, disclosed, modified or deleted or disclosed without authorization. Sensitive Data includes, but is not limited to:
 - 1. Certain types of personally identifiable information (PII) that is also sensitive, such as medical information, social security numbers, and financial account numbers;
 - 2. Federal Tax Information (FTI) under IRS Publication 1075;
 - 3. Protected Health Information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA);
 - 4. Criminal Justice Information (CJI) under the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy and the Law Enforcement Automated Data System (LEADS) Policy; and
 - 5. Other types of information not associated with an individual such as security and infrastructure records, trade secrets, and business bank account information.
 - H. **Time and Materials Contract:** A Contract in which Contractor is paid: (1) an hourly rate for labor actually performed and (2) if applicable and with prior approval by the Ordering Agency, for the cost of the materials or supplies actually used by the Contractor. Such rates and costs shall be established through Contractor's submission of a price sheet, written quote, estimate, or invoice, as approved by the State. Hourly rates may include wages, overhead, general and administrative expenses, and reasonable profit. Materials or supplies

may include the Contractor's direct and indirect costs attributable to the work performed. For the avoidance of doubt, the NASPO Participating Addendum with the State of Ohio is not a Time and Materials Contract.

II. REGULATORY CONTRACT REQUIREMENTS

- A. ANTITRUST. The State and the Contractor recognize that, in actual economic practice, overcharges resulting from antitrust violations are usually borne by the State. The Contractor therefore assigns to the State all state and federal antitrust claims and causes of action that the Contractor has or acquires relating to the goods and services acquired under this Contract.
- B. APPROPRIATION OF FUNDS. The State's funds are contingent upon the availability of lawful appropriations. If the General Assembly or any third-party who is providing funding fails at any time to continue funding for the payments or any other obligations due by the State under this Contract, the State will be released from its obligations on the date funding expires. If appropriations are approved, the State may continue this Contract past the current biennium by issuing written notice of continuation to the Contractor. Any obligations of the State are subject to Section 126.07 of the Ohio Revised Code.
- C. CAMPAIGN CONTRIBUTIONS. Unless this Contract was solicited by competitive bid pursuant to Section 125.07 of the Ohio Revised Code, Contractor hereby certifies that all applicable parties are in full compliance with Section 3517.13 of the Ohio Revised Code.
- D. COMPLIANCE WITH LAW. The Contractor must comply throughout the duration of the Contract with all applicable federal, state, local laws and Executive Orders while performing under this Contract.
- E. CONFLICT OF INTEREST/ETHICS. Contractor represents that it and its employees engaged in the administration or performance of this Contract are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws including but not limited to Chapter 102 and Sections 2921.42 and 2921.43 of the Ohio Revised Code. Contractor further represents that neither Contractor nor any of its employees will do any act that is inconsistent with such laws or otherwise presents a conflict of interest.
- F. CONTRACTOR'S WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY. The Contractor warrants that the Contractor is not subject to an unresolved finding for recovery pursuant to Section 9.24 of the Ohio Revised Code. If the warranty is false on the date the parties signed this Contract, the Contract is void *ab initio*.
- G. DEBARMENT. Contractor represents and warrants that neither it, nor any of its subcontractors, are debarred from consideration for contract awards by any governmental agency. If this representation and warranty is found to be false, this Contract is void *ab initio* and the Contractor shall immediately repay any funds paid under this Contract.
- H. DRUG FREE WORKPLACE. The Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall make a good faith effort to ensure that all Contractor employees, while working on State property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- I. EQUAL EMPLOYMENT OPPORTUNITY. The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Section 125.111 of the Ohio Revised Code and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Plan must be submitted to and approved by the State of Ohio.

- J. PROHIBITION OF THE EXPENDITURE OF PUBLIC FUNDS FOR OFFSHORE SERVICES. No State Cabinet, Agency, Board or Commission will enter into any contract to purchase services provided outside of the United States or that allows State data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided to the State in the Contract.

Further, no State agency, board, commission, State educational institution, or pension fund will make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid to Contractor for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective.

The Contractor must complete the Contractor/Subcontractor Affirmation and Disclosure Form affirming the Contractor understands and will meet the requirements of the above prohibition. During the performance of this Contract, if the Contractor changes the location(s) disclosed on the Affirmation and Disclosure Form, Contractor must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

- K. **GOVERNING LAW.** This Contract shall be governed by the laws of the State of Ohio, and the venue for any disputes will be exclusively with the appropriate court in Franklin County, Ohio.
- L. **INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT.** It is fully understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of the State. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Contractor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from the State to any public employee retirement system.

Contractor acknowledges and agrees any individual providing personal services under this Contract is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless Contractor is a "business entity" as that term is defined in Section 145.037 of the Ohio Revised Code ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business"), Contractor shall have any individual performing services under the Contract complete and submit to the Ordering Agency the Independent Contractor/Worker Acknowledgement form, available at <https://www.opers.org/formsarchive/2018-10-PED-ACKN-Independent-Contractor-Worker-Acknowledgment-Form-fillable.pdf>.

Contractor's failure to complete and submit the Independent Contractor/Worker Acknowledgement form at the time Contractor executes this Contract shall serve as Contractor's certification that Contractor is a "business entity" as that term is defined in Section 145.037 of the Ohio Revised Code.

- M. **REGISTRATION WITH THE SECRETARY OF STATE.** Contractor certifies that it is one of the following:
1. A company that is properly registered with the Ohio Secretary of State; or
 2. A foreign corporation, not incorporated under the laws of the State of Ohio, but is registered with the Ohio Secretary of State pursuant to Sections 1703.01 to 1703.31 of the Ohio Revised Code, as applicable; or
 3. Exempt from the registration requirements of the Ohio Secretary of State.
- N. **TAXES.** Pursuant to Section 5739.02 of the Ohio Revised Code, the State is exempt from sales tax. Pursuant to Section 5741.02(C) of the Ohio Revised Code, the State is exempt from use tax.
- O. **TRADE.** Pursuant to Section 9.76(B) of the Ohio Revised Code, Contractor warrants that Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the Contract period.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States or transact business with any entity or individual subject to financial sanctions imposed by the United States. The Contractor certifies that it, its subcontractors, and any agent of the Contractor or its subcontractors, will acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those entities and individuals subject to sanctions can be found at

<https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>. These sanctions generally preclude most transactions involving Cuba, Iran, and Sudan, and most imports from Burma or North Korea.

- P. USE OF MBE AND EDGE VENDORS. Section 125.081 of the Ohio Revised Code requires State agencies to set-aside purchases for Minority Business Enterprises (MBE) and Executive Order 2008- 13S encourages use of Encouraging Diversity, Growth and Equity (EDGE) businesses. Therefore, the State encourages the Contractor to purchase goods and services from Ohio certified MBE and EDGE vendors.
- Q. LEGAL REPRESENTATION AND RIGHTS. The Ohio Attorney General is the chief law officer for the State of Ohio, its agencies, boards and commissions, and only the Ohio Attorney General has the authority to appoint outside legal counsel to represent the State. Contractor agrees that any provisions in this Contract or any documents incorporated by reference that provide or allow for outside legal representation to defend or settle claims on behalf of the State or provide for a third party to have sole control of a defense or settlement of a claim do not meet the requirements of state law and are considered stricken. Contractor also agrees that, unless specifically agreed to in writing by the State, any provisions that require or provide for a waiver of any legal rights, remedies, or litigation defenses (i.e. waiver of a jury trial) do not meet the requirements of state law and are considered stricken.
- R. STATUTE OF LIMITATIONS. Statutes of limitations generally do not apply to actions brought by the State and any such provisions in this Contract or in any documents incorporated by reference are considered stricken.

III. CONTRACT CONSTRUCTION

- A. TERM OF CONTRACT. The effective date of the Contract is the effective date stated in the Contract or the date the Contract is fully executed, whichever is later. The Contract will remain in effect until the earliest of: (1) the ending date stated in the Contract; (2) the Contract is fully performed by both parties; (3) the Contract is canceled or terminated; or (4) the Contract expires at the end of a biennium unless continued by the State. Notwithstanding the foregoing, the expiration or early termination of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for or ordered before the expiration or termination, or limit the State's rights in such, including any warranty services, licensed material, paid subscriptions, the support or maintenance thereof, or other services. Any underlying leases will remain in full force and effect throughout the stated lease term of such lease agreement subject to any termination provisions stipulated with such lease.

This Contract may be renewed upon satisfactory performance of activities hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of the State. The State will issue a notice to the Contractor if the State decides to renew this Contract. The Contractor shall not obligate resources in anticipation of a renewal until notice is provided.

B. CONTRACT AMENDMENTS / WAIVER.

1. AMENDMENTS. No change to any provision of this Contract will be effective unless it is in writing and signed by parties to the Contract. However, the State may document non-material changes in writing and provide notice to the Contractor. Unless specifically provided otherwise in this Contract or agreed to in writing by the Contracting or Ordering Agency, no terms or conditions included on a Contractor's quote or ordering document will be valid or enforceable against the State and are specifically excluded from this Contract. Further, No "click-through," "shrink-wrap," "browse-wrap," or other terms that have not been specifically negotiated by the Contractor and the State, whether before, on, or after the date of this Contract, will be effective to add or modify the terms of this Contract, regardless of any party's "acceptance" of those terms by electronic means. No State employee has the authority to modify, amend, or supplement this Contract through electronic means.
2. WAIVER. The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be a waiver of those terms or to any other terms of this Contract. Waivers must be in writing to be effective, and either party may at any later time demand strict performance.

- C. ASSIGNMENT / DELEGATION. The Contractor must not assign any of its rights nor delegate any of its duties under this Contract without written consent of the State, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment or delegation not consented to may be deemed void by the State.
- D. BINDING EFFECT. Subject to the limitations on assignment provided elsewhere in this Contract, this Contract will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Contractor.
- E. LANGUAGE CONSTRUCTION. This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.
- F. DAYS. When this Contract refers to days, it means calendar days, unless it expressly provides otherwise.
- G. HEADINGS. The headings in this Contract are for convenience only and will not affect the interpretation of any of the Contract terms and conditions.
- H. INJUNCTIVE RELIEF. Nothing in this Contract is intended to limit the State's right to seek injunctive relief if such is necessary to protect its interests or to keep it whole.
- I. NOTICES. For any notice under this Contract to be effective the notice must be made in writing and delivered to the appropriate contact provided in the Contract.
- J. OMITTED.
- K. PUBLICITY. The Contractor shall not do the following without prior, written consent from the State:
1. Advertise that the Contractor is doing business with the State;
 2. Use this Contract as a marketing or sales tool; or
 3. Affix any advertisement or endorsement, including any logo, graphic, text, sound, video, and company name, to any State-owned property, application, or website, including any website hosted by Contractor or a third party.
- L. SEVERABILITY. If any provision of the Contract or the application of any provision is held by a court to be contrary to law, the remaining provisions of the Contract will remain in full force and effect.
- M. SUBCONTRACTING. The State recognizes that it may be necessary for the Contractor to use a subcontractor to perform a portion of the work under the Contract. In those circumstances, the Contractor shall submit a list identifying the Contractor's subcontractors. Attachment 3-E reflects the current list of approved subcontractors. The Contractor may not enter into new subcontracts related to the Contract after award without written approval from the State. If any change occurs during the term of the Contract, that requires a change to identified subcontractors, the Contractor shall amend its list of subcontractors and request written approval from the State. The State reserves the right to reject any subcontractor submitted by the Contractor.
- All subcontracts will be at the sole expense of the Contractor and the Contractor will be solely responsible for payment of its subcontractors. The Contractor assumes responsibility for all subcontracting and third-party manufacturer work performed or product delivered under the Contract. All agreements with subcontractors must incorporate this Contract by reference and include the following provisions: (1) the subcontractor agrees to be bound by all applicable terms and conditions of this Contract; and (2) the terms of this Contract prevail over any conflicting terms of the agreement with the subcontractor. The Contractor will be the sole point of contact with regard to all contractual matters.
- N. SURVIVORSHIP. All sections herein relating to payment, confidentiality, license and ownership, indemnification, maintenance, publicity, warranties and limitations on damages shall survive the termination of this Contract. In addition, to the extent necessary to carry out the purpose of this Contract, all other terms, conditions, representations or warranties contained in this Contract will survive the expiration or termination of this Contract.
- O. COUNTERPARTS. This Contract may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IV. ORDER AND PAYMENT PROVISIONS

- A. CERTIFICATION OF FUNDS/PURCHASE ORDER REQUIREMENTS. None of the duties or obligations in this Contract are binding on the State, and the Contractor will not begin performance on this Contract, until all of the following conditions are met:
1. All statutory provisions under the Ohio Revised Code have been met.
 2. All necessary funds are made available by the appropriate Ordering Agency.
 3. If required, the Controlling Board of Ohio has approved the purchase in accordance with Section 127.16 of the Ohio Revised Code.
 4. If applicable, an official State of Ohio Purchase Order (P.O.) has been issued from the appropriate Ordering Agency, which is certification that the above requirements have been met.
- B. CONTRACT ORDERS. Ordering Agencies will order supplies or services under this Contract from the Contractor directly. The Contractor may receive orders made by Ordering Agencies by telephone, electronically, in person, payment card (if applicable) or purchase order from authorized employees of the Ordering Agency. Neither the Ordering Agency nor the Contracting Agency will be responsible for orders placed by unauthorized employees.
- C. INVOICE REQUIREMENTS. The Contractor or dealer, authorized to submit invoices, must submit an invoice to the office designated in the purchase order. The Contractor will only be compensated for the Deliverables accepted by the State.
- To be a proper invoice, the invoice must include the following:
1. The purchase order number authorizing the delivery of supplies or services;
 2. State of Ohio Contract Number (if applicable);
 3. Agency Name;
 4. Agency Billing Address;
 5. Delivery location of supplies or services;
 6. Contractor Name;
 7. Contractor Address;
 8. Contractor's Unique Invoice Number;
 9. Date that services were provided or that supplies were delivered;
 10. Itemization of supplies or services provided, including cost;
 11. For leases, the invoice must also include the payment number (e.g., 1 of 36);
 12. For Time and Material Contracts, the invoice must reflect labor hours actually worked and, if applicable, supplies used; and;
 13. Clear statement of total payment expected.
- D. PAYMENT DUE DATE AND PROCESS. Unless otherwise stated in this Contract and in accordance with Section 126.30 of the Ohio Revised Code payments under this Contract will be due on the 30th calendar day after the date of actual receipt of a proper invoice in the office designated to receive the invoice. The date payment is issued by the State will be considered the date payment is made. Payment of an invoice by the State will not prejudice the State's right to object to or question that or any other invoice or matter in relation thereto. The State's preferred method of payment is by electronic funds transfer. However, the Ordering Agency may also make payment by State of Ohio payment card or by warrant issued by the Office of Budget and Management. At the time of Contract award, Contractor must be able to accept all forms of payment from the State and Ordering Agency.
- E. REIMBURSABLE EXPENSES. The State will not pay reimbursable expenses unless specifically identified in the Contract. The Contractor will assume all expenses that it incurs in the performance of this Contract that are not identified as reimbursable.
- F. TRAVEL. Any travel that the Contractor requires to perform its obligations under this Contract will be at the Contractor's expense. The State will pay for any additional travel that it requests only with prior written approval. The State will pay for all additional travel expenses that it requests in accordance with Section 126.31 of the Ohio Revised Code and Rule 126-1-02 of the Ohio Administrative Code.

V. LIABILITY PROVISIONS

A. GENERAL REPRESENTATIONS AND WARRANTIES. The Contractor warrants that:

1. The recommendations, guidance, and performance of the Contractor under this Contract will be in accordance with the industry's professional standards, the requirements of this Contract and without any material defect.
2. No Deliverable will infringe on the intellectual property rights of any third party.
3. All warranties are in accordance with the Contractor's standard business practices.
4. The Deliverables are merchantable and fit for the particular purpose described in this Contract and will perform substantially in accordance with its user manuals, technical materials, and related writings.
5. The Deliverables comply with all governmental, environmental and safety standards.
6. The Contractor has the right to enter into this Contract.
7. The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform under this Contract.
8. The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control.
9. The Contractor has good and marketable title to any Deliverable delivered under this Contract for which title passes to the State.
10. The Contractor has the right and ability to grant the license or subscription granted in any Deliverable for which title does not pass to the State.
11. OMITTED.
12. For one year from the delivery date of any products or software, the products or software will be free of material defects and free of viruses, including the media on which it is delivered, if applicable.

The Contractor must notify the State in writing immediately upon the discovery of any breach of the warranties given above, or if any work of the Contractor or any Deliverable fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure in a commercially reasonable time or as specified in the Contract. If the Contractor fails to comply, the Contractor will refund the amount paid for the Deliverable. The Contractor will also indemnify the State for any direct damages and claims by third parties based on breach of these warranties.

Any other express warranties offered by the Contractor shall be a minimum of one year from acceptance or the Contractor's standard warranty whichever is longer.

- B. INDEMNITY. The Contractor will indemnify the State for any and all claims, damages, law suits, costs, judgements, expenses and any other liability and expense arising from bodily injury to any person (including injury resulting in death), damage to tangible property, provided that such bodily injury or property damage due to the negligence or other tortious conduct of the Contractor, its employees, agents, or subcontractors. The Contractor will not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of the State, its employees, other contractors, or agents.

Contractor must indemnify the State for all liability and expense resulting from the unauthorized disclosure or loss of State data caused by Contractor, including personally identifiable information and State sensitive information. Damages resulting from the unauthorized disclosure or loss of State data shall be considered direct damages under this Contract and include, but are not limited to, the following: (i) expenses for legally-required notification of impacted individuals; (ii) responding to inquiries from such notifications; (iii) government fines and penalties assessed against the State; (iv) costs to the State for investigations, audits or forensic services as applicable related to the disclosure or loss; (v) mitigation measures, including 12 months of credit monitoring for individuals impacted by a disclosure; (vi) costs to the State to reconstruct data that was lost or to repair any damaged State information technology infrastructure; and (vii) other such expenses incurred by the State as a result of the unauthorized disclosure or loss of State data. Contractor's indemnification obligations under this paragraph apply whether the reasonable expenses or costs incurred by the State are performed by State employees or hired contractors.

The Contractor must also indemnify the State against any claim of infringement of a copyright, patent, trade secret, or similar Intellectual property right based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim of infringement is based on the modification or misuse. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor must take one (1) of the following four (4) actions:

1. Modify the Deliverable so that the Deliverable is no longer infringing;
2. Replace the Deliverable with an equivalent or better Item;
3. Acquire the right for the State to use the infringing Deliverable as intended; or
4. Remove the infringing Deliverable and refund the fee the State paid for such Deliverable and any other affected Deliverable.

The State agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to give the Contractor the authority to settle or otherwise defend any such claim upon consultation with and approval by the Office of the Ohio Attorney General.

- C. **INSURANCE.** Until all obligations under this Contract are satisfied, and without limiting Contractor's indemnification obligations herein, Contractor shall procure and maintain, for the duration of the Contract, the insurance policies set forth below. Contractor shall procure and maintain Insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees. Contractor shall also procure and maintain insurance for claims arising out of their services including, but not limited to, loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data. All commercial insurance required shall be provided by Insurers with a rating of not less than A-VII from A.M. Best or a comparable rating agency.

Coverage shall be at least as broad as:

1. Commercial General Liability: written on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be outside the policy limit. The State of Ohio, its officers, officials and employees are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.
2. Automobile Liability: covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation insurance as required by the State of Ohio, or the state in which the work will be performed, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. If Contractor is a sole proprietor, partnership or has no statutory requirement for workers' compensation, Contractor must provide a letter stating that it is exempt and agreeing to hold the State harmless from loss or liability for such.

The insurance obligations under this Contract shall be the minimum insurance coverage requirements and/or limits shown in this Contract. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the State of Ohio. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of the Contractor under this Contract.

Pursuant to Ohio Revised Code 2743.02(D), all applicable insurance or other means of recovery shall apply to any claim arising from the Contractor's activities relating to this Contract on a primary basis. The insurance or self-insurance maintained by the State shall not contribute to claims made due to the Contractor's negligence, errors, or omissions. No subrogation demands shall be made against the State of Ohio, except

where there is negligence on the part of the State, and any such demands shall be reduced by all collateral recovery sources available to or received by the claimant.

Umbrella or Excess Insurance Policies

Umbrella or excess commercial liability policies may be used in combination with primary policies to satisfy the limit requirements above. Such umbrella or excess commercial liability policies must apply without any gaps in the limits of coverage and be at least as broad as and follow the form of the underlying primary coverage required above.

Notice of Cancellation

Contractor must provide the State of Ohio with written notice of cancellation or material change to any insurance policy required above as soon as possible and must use best efforts to notify the State at least 30 days in advance of such cancellation or material change. A lapse in any required insurance coverage during this Contract shall be a breach of this Contract.

Contractor shall be responsible for the payment of all deductibles and self-insurance amounts required under this Contract.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work. The Discovery Period must be active during the Extended Reporting Period.

Verification of Coverage. Contractor shall furnish the State of Ohio with certificates of insurance required by this clause. All certificates are to be received and approved by the State of Ohio before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.

Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance with sufficient limits for the nature of the products or services they are providing, and Contractor shall ensure that State of Ohio is an additional insured on commercial general liability insurance required from subcontractors. Contractor will indemnify the State for damages that exceed a subcontractor's policy limits.

D. **LIMITATION OF LIABILITY.** Notwithstanding any limitation provisions contained in the documents and materials incorporated by reference into this Contract, the parties agree as follows:

1. Neither party will be liable for any indirect, incidental or consequential loss or damage of any kind including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of damages.
2. Notwithstanding any other limitation provisions, the Contractor agrees that the Contractor shall be liable for all direct damages due to the fault or negligence of the Contractor.

E. **PRODUCT RECALL.** In the event product delivered has been recalled, seized, or embargoed and/or has been determined to be misbranded, adulterated, or in the case of consumable product, found to be unfit for human consumption by the packer, processor, manufacturer or by any state or federal regulatory agency, the Contractor shall notify the Contracting Agency and all Ordering Agencies within two business days after notice has been given. The Contractor shall, at the option of the Ordering Agency, either reimburse the purchase price or provide an equivalent replacement product at no additional cost. The Contractor shall be responsible for removal and/or replacement of the affected product within a reasonable time as determined by the Ordering Agency. At the option of the Ordering Agency, the Contractor may be required to reimburse storage and handling fees to be calculated from time of delivery and acceptance to actual removal. The Contractor will bear all costs associated

with the removal and proper disposal of the affected product. Failure to reimburse the purchase price or provide equivalent replacement product will be considered a default.

VI. PERFORMANCE AND COMPLIANCE

- A. AUDITS. The Contractor must keep all financial records related to this Contract in a manner consistent with Generally Accepted Accounting Principles (GAAP) or equivalent accounting principles. Additionally, the Contractor must keep separate business records for this Contract, including records of disbursements and obligations incurred that must be supported by contracts, invoices, vouchers and other data as appropriate.

During the period covered by this Contract and until the expiration of three (3) years after final payment under this Contract, the Contractor agrees to provide the State, or any authorized representatives providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this Contract.

The Contractor must, for each subcontract in excess of \$2,500, require its subcontractors to agree to the same provisions of this Section. The Contractor may not artificially divide contracts with its subcontractors to avoid requiring subcontractors to agree to this provision. This provision does not apply to contracts where federal funds are used and the federal government requires audits of all subcontracts regardless of the amount of the contract.

The Contractor must provide access to the requested records at the location reasonably specified by the State no later than five (5) business days after the request by the State, the State's designee or any party with audit rights. If an audit reveals any material deviation from the Contract requirements, any misrepresentations, or overcharge to the State or any other provider of funds for the Contract, the State or other party will be entitled to recover damages as well as the cost of the audit.

- B. F.O.B. DESTINATION/ACCEPTANCE. The Contractor must provide Deliverables under this Contract F.O.B. Destination. The place of destination will be specified by the Ordering Agency on the agency's purchase order or other ordering document. Cost of the freight must be borne and paid by the Contractor unless otherwise stated.

With respect to Deliverables that are purchased, all risk of loss, regardless of the cause, will remain with the Contractor until title to the Deliverable passes to the State. Unless otherwise provided in this Contract, the State will determine whether the Contractor provided each Deliverable required in this Contract and has fully met all work requirements of this Contract. Title to any Deliverables will pass to the State on Acceptance of the Deliverable. With respect to Deliverables that are rented under Option B, risk of loss remains with the Ordering Agency while such Deliverable is subject to the terms of the applicable Option B rental agreement.

- C. RETURNED GOODS. When the use of this Contract involves the purchase of goods, the following applies:

1. Returned goods, when due to Contractor error (i.e., over-shipment, defective merchandise, unapproved substitution, etc.), shall be returned to the Contractor at the Contractor's expense. The Contractor shall make arrangements to remove the returned goods from the Ordering Agency premises within seven (7) calendar days after notification. The Contractor shall not apply any restocking or other charges to the Ordering Agency. At the option of the Ordering Agency, replacement items may be accepted and will be shipped within seven (7) calendar days of notification. Failure of the Contractor to arrange for return of the items within the specified time will result in the items being deemed as abandoned property and the Ordering Agency will dispose of accordingly.
2. For orders of custom manufactured items, the Contractor must provide a production sample of the item to the Ordering Agency for acceptance. The production sample must be identical to the item to be provided. The Ordering Agency will provide written acceptance of the item prior to the Contractor continuing with production. Once delivery and acceptance has been completed and the Ordering Agency determines for any reason that any remaining quantities will not be used, the agency may request the return of the custom manufactured items. Acceptance of the return of custom manufactured items will be at the option of the Contractor. Failure of the Contractor to provide a production sample and obtain written approval from the Ordering Agency will result in the Contractor bearing all responsibility and costs associated with the return of these goods. Contractor will not be providing custom manufactured items.

3. Returned goods of regular catalog stock merchandise, when due to agency error (i.e., over purchase, discontinued use, inventory reduction, etc.) will be accepted by the Contractor if notice is given by the Ordering Agency within six (6) months of delivery and acceptance. All items to be returned must be unused and in their original containers and in suitable condition for resale. Return of regular stock catalog merchandise, when delivery and acceptance exceed six (6) months will be at the option of the Contractor.

D. OMITTED.

- E. FORCE MAJEURE (EXCUSABLE DELAY). Neither party will be liable for any delay in its performance that arises from causes beyond its or its subcontractor's control and without its or its subcontractor's negligence or fault. For purposes of this Section, the term "force majeure event" includes without limitation, the following: Acts of God, such as pestilence, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, severe weather. Additional circumstances and events include epidemics, explosions, restraining of government and people, war, strikes, and other similar events or causes that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

If the State or the Contractor cannot perform any part of its obligations under this Contract because of force majeure, except for payment obligations, that party is excused from those obligations, to the extent that performance is prevented by the force majeure event for the duration of the event and that party took all commercially reasonable steps to mitigate or avoid the effects of the force majeure event. If there is only a delay in performance, such delay may extend only for that time lost because of the force majeure event. At any time a party is unable to perform those above-referenced obligations, it must also do the following:

1. Promptly notify the other party, in writing, of any material delay in performance due to a specified force majeure event;
2. Provide detailed information of the force majeure event;
3. Provide a proposed revised performance date to make up for performance delays due to the force majeure event. When applicable, the revised schedule must provide for performance time not to exceed the time lost as a result of the force majeure event.

- F. CONTRACT PERFORMANCE MANAGEMENT. The Contracting and Ordering Agencies are responsible for administering and monitoring the Contractor's compliance and performance on this Contract. Therefore, the Contractor must respond to complaints about performance of the obligations in this Contract to such entities in a timely manner. If the Contractor fails to perform any one of its obligations under this Contract, it will be in default. Notwithstanding the foregoing, Contractor shall have fifteen (15) days to cure any breach/performance issue.

If the Contractor fails to satisfactorily correct the performance or compliance issue within the time designated by the Agency, the Contracting Agency may employ all available options and remedies, including termination of the Contract if necessary, to resolve the Contractor's continued nonperformance or noncompliance.

G. OMITTED.

H. CONTRACT REMEDIES.

1. **Actual Damages.** The Contractor is liable to the State for all actual and direct damages caused by the Contractor's default. The State may self-perform or buy substitute Deliverables from a third party for those that were to be provided by the Contractor.
2. **Liquidated Damages.** If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages. Unless otherwise specified, liquidated damages will be in the amount of 1% of the value of the order, Deliverable, or milestone that are the subject of the default, for every day that the default is not cured by the Contractor; provided however, that liquidated damages shall in no event exceed the total value of the order, deliverable, or milestone.
3. **Right to Withhold or Offset.** The State may withhold payment or set off the amount of any liquidated damages, or other damages or claims for damages, or other obligation of the Contractor or its subsidiaries to the State,

including any amounts the Contractor owes to the State under this Contract, against any payments due from the State to the Contractor under this Contract with the State.

1. **SUSPENSION/TERMINATION.** In the event of suspension or termination the State will, in the event Contractor has not cured the identified failure within the mutually agreed upon cure period, issue a notice. Any notice of suspension or termination, in full or in part, will be effective as specified in the notice. The Contractor must immediately cease all work, refuse any additional orders, and take all steps necessary to minimize the costs the Contractor will incur related to this Contract as directed by the notice. Suspension, termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for or limit the State's rights in such.

At the State's request, the Contractor must immediately prepare a final report and deliver such report to the State. The report must detail the work completed and/or the orders received and not processed prior to the time of notice. If applicable, the report must include the percentage of the Project's completion, estimated time for delivery of all orders received but not processed, any costs incurred by the Contractor in doing the Project to date, and any Deliverables completed or partially completed but not delivered to the State at the time of notice. Based on the State's approval of the final report and as directed, the Contractor must deliver work, whether completed or not, to the State. Any delivered work will be subject to approval by the State. The Contractor may be entitled to payment for any Deliverables that have been delivered and accepted at a pro-rated amount based on the compensation structure of this Contract.

1. Contract or Order Suspension.

- a. **Suspension for Cause.** If the Contractor fails to perform any one of the Contractor's obligations under this Contract or an order, the State shall notify the Contractor of such failure and the Contractor shall have thirty (30) days to correct such failure. In the event Contractor fails to correct such failure within said thirty (30) days, the Contractor will be in default and the State may suspend rather than terminate this Contract or an order. In the case of suspension for default, the State will be entitled to all remedies available under this Contract.
- b. **Suspension for Convenience.** In the case of a suspension for the State's convenience, the amount of compensation due to the Contractor for work performed before the suspension will be determined in the same manner as provided in Section 1.2.a. for termination for the State's convenience or the Contractor may be entitled to compensation for work performed before the suspension.

The notice of suspension whether, with or without cause, will be effective immediately, on the Contractor's receipt of the notice.

The State may not suspend the Work for its convenience more than twice during the term of this Contract, and any suspension for the State's convenience may not continue for more than 30 calendar days. If the Contractor does not receive notice to resume or terminate the Work within the 30-day suspension, then this Contract will terminate automatically for the State's convenience at the end of the 30-calendar day period.

2. Contract or Order Termination.

- a. **Termination for Convenience.** The Contracting Agency may terminate this Contract, but not any orders placed under this Contract (except in the case where Contracting Agency is acting under the direction of an Ordering Agency), or an Ordering Agency may terminate an order placed under this Contract, for its convenience after issuing written notice to the Contractor. The Contractor will be entitled to compensation in accordance with the applicable order/lease terms. Total payments will not exceed the amount payable to the Contractor as if the Contract or order had been fully performed. This will be the Contractor's exclusive remedy in the case of termination for convenience and is available to the Contractor only after the Contractor has submitted a proper invoice.
- b. **Termination for Cause.** If the Contractor fails to perform any of its obligations under this Contract or an order under this Contract, the Contracting Agency or Ordering Agency, as applicable, shall notify Contractor in writing of such failure. Contractor shall have thirty (30) days to cure such failure. If Contractor fails to cure such failure within thirty (30) days after receiving written notice of such failure

then the Contractor will be in default, and the Contracting Agency may terminate this Contract or an Ordering Agency may terminate an order in accordance with this Section. For purposes of this subsection (b), the term "Agency" means both the Contracting Agency and the Ordering Agency interchangeably. Termination for cause includes but is not limited to:

- 1) Termination for Persistent Default. An Agency may terminate this Contract by written notice for defaults that are cured but are persistent. "Persistent" means three or more defaults. After providing notification to the Contractor of its third default, an Agency may terminate without providing the Contractor with an opportunity to cure. The three defaults are not required to be related to each other in any way.
 - 2) Termination for Endangered Performance. An Agency may terminate this Contract or an order if it determines that the performance is endangered through no fault of its own.
 - 3) Termination for Financial Instability. An Agency may terminate if the Contractor fails to timely pay its subcontractors, files a petition in bankruptcy or similar action, or the Agency finds other evidence of the Contractor's financial instability.
 - 4) Termination for Delinquency, Violation of Law. The State may terminate this Contract if it determines that the Contractor is delinquent in its payment of federal, state or local obligations, including but not limited to taxes, workers' compensation insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a State agency or political subdivision. The State also may terminate if it determines that the Contractor has violated any law during the performance of this Contract. However, the State may not terminate this Contract if the Contractor has entered into a repayment agreement with which the Contractor is current.
 - 5) Termination for Subcontractor Default. The State may terminate this Contract or an order for default caused by the Contractor's subcontractors. Any claims of its subcontractors due to suspension or termination will be the sole responsibility of the Contractor.
 - 6) Termination for Failure to Retain Certification, License, and Permits. An Agency may immediately terminate if Contractor fails to obtain and maintain all official permits, approvals, licenses, certifications (including CRP, MBE, EDGE and Veteran Friendly Business Enterprise certifications), and similar authorizations required by this Contract or by any local, state, or federal law throughout the duration of this Contract.
- J. **TIME IS OF THE ESSENCE.** Time is of the essence in this Contract. The Contractor must deliver Deliverables and meet milestones as required by the Contract or coordinate an acceptable date and time for delivery with the Ordering Agency. If the Contractor is not able to or does not provide the Deliverables to the Ordering Agency or meet milestones by the date and time set forth in the Contract or agreed upon by the parties, the State may obtain any remedy as described herein or any other remedy at law.
- K. **OHIOSBUYS.** This Contract may become part of OhioBuys, an electronic procurement system which provides electronic contract and catalog hosting and management services. Ordering Agencies access this system to place orders for the procurement of goods and services using State of Ohio contracts. When the Contract becomes part of OhioBuys, the Contractor agrees to establish, maintain and support its contract and catalog in OhioBuys.

VII. DATA AND INFORMATION CONTROL

- A. **CONFIDENTIALITY.** The parties may disclose or learn of information, documents, data, records, or other material that the disclosing party considers confidential ("Confidential Information") in the performance of this Contract. The receiving party must treat the Confidential Information as such if it is so marked, otherwise defined as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of either party, the public, other parties, or individuals or organizations about whom the disclosing party keeps information. Title to the Confidential Information and all related materials and documentation remains with the disclosing party. The receiving party may only use the Confidential Information solely to perform its obligations under this Contract and may not use or disclose any Confidential Information received as a result of this Contract without the written permission of the disclosing party, unless such disclosure is required in order to

perform services under the Contract. The Contractor must assume that all State information, documents, data, source codes, software, models, know-how, trade secrets, or other material when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interest of the public, other parties, or individuals or organizations about whom the State keeps information is confidential. In addition, the receiving party may not use or disclose any documents or records excluded by Ohio law from public records disclosure requirements.

The receiving party's obligation to maintain the confidentiality of the Confidential Information will not apply where the information:

1. Was already in the receiving party's possession without the obligation of confidence;
2. Is independently developed by the receiving party with documentary evidence to support the independent development;
3. Is or becomes publicly available without breach of this Contract, except as provided in the next full paragraph;
4. Is rightfully received by the receiving party from a third party without an obligation of confidence;
5. Is disclosed by the receiving party with the written consent of the disclosing party; or
6. Is released in accordance with a valid order of a court or governmental agency, provided that the receiving party:
 - a. Notifies the disclosing party of such order immediately upon receipt of the order; and
 - b. Makes a reasonable effort to assist the disclosing party in obtaining a protective order, if requested, from the issuing court or agency limiting disclosure and use of the Confidential Information to the portion of the Confidential Information needed to satisfy the original order of production and solely for the purposes intended to be serviced by the order.

Although some sensitive personal information, such as medical records, addresses, telephone numbers, and social security numbers may be publicly available through other sources, the receiving party shall not disclose or use such information in any manner except as expressly authorized in this Contract. Therefore, item 3 above does not apply, and the receiving party must treat such sensitive personal information as Confidential Information whether it is available elsewhere or not. The receiving party must restrict circulation of Confidential Information within its organization and then only to people in the receiving party's organization that have a need to know the Confidential Information to perform under this Contract.

The receiving party must, if practicable, return all originals of any Confidential Information provided by the disclosing party and destroy any copies the receiving party has made upon termination or expiration of this Contract; except that the receiving party may be permitted to retain a copy of any Confidential Information in accordance with its electronic records retention policies. Notwithstanding the foregoing, the receiving party may keep a copy of the Confidential Information to comply with contractual, legal, or record keeping obligations, and any such retained Confidential Information is subject to the requirements of this Contract for so long as the receiving party has the Confidential Information in its possession.

The receiving party will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, the receiving party may be required to have all of its personnel and subcontractors who have access to any Confidential Information to execute a confidentiality agreement incorporating the obligations in this section. Contractor's employee on-boarding confidentiality agreement shall satisfy the foregoing requirement.

The receiving party will be liable for the disclosure of any Confidential Information not specifically authorized by this Contract. The parties agree that the disclosure of Confidential Information may cause the disclosing party irreparable damage for which remedies other than injunctive relief may be inadequate, and the receiving party agrees that in the event of a breach of the receiving party's obligations hereunder, the disclosing party shall be entitled to seek temporary and permanent injunctive relief to enforce this Contract without the necessity of proving actual damages. This provision shall not, however, diminish or alter any right to claim and recover damages.

This Contract is not Confidential Information. All its terms and conditions, including pricing and any attachments, represent public information.

- B. PUBLIC RECORDS AND RETENTION OF DOCUMENTS AND INFORMATION. The Contractor acknowledges, in accordance with Section 149.43 of the Ohio Revised Code, that this Contract, as well as any information, Deliverables, records, reports, and financial records related to this Contract may be deemed public records. The Contractor understands that these records may be made available to the public unless the State determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure. The Contractor must comply with any direction from the State or an Ordering Agency to preserve and/or provide documents and information, in both electronic and paper form, and to suspend any scheduled destruction of such documents and information.
- C. OMITTED.
- D. USAGE REPORTS. At no cost to the State and in addition to other reports required by the Contract, the Contractor shall be required to provide quarterly, bi-annual or annual usage reports as requested by all Contracting or Ordering Agencies and Co-operative Purchasing Program members. The report may include customer name, date of purchase, item description, quantity, dollar value, aggregate sales to date for each customer and other such information. Electronic media is the preferred method for these reports. Failure to provide the requested reports may be deemed as an event of default.

3 - CONTRACT SPECIFIC TERMS AND CONDITIONS

Nothing in this agreement shall be construed as debt financing or create any debt of the State.

ORDER OF PRIORITY: The State of Ohio Standard Contract Terms and Conditions are hereby incorporated into this Participating Addendum (PA) and shall be binding on the contractor. If there is any inconsistency or conflict between the PA Agreement and the Ohio Terms and Conditions, the PA Agreement will prevail. Notwithstanding anything to the contrary, all pricing shall be governed solely by the terms of the Consortium Contract.

AMENDMENTS TO THE OHIO STANDARD CONTRACT TERMS AND CONDITIONS: The following Amendments to the Ohio Standard Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Ohio Standard Contract Terms and Conditions, the Amendment will prevail.

COOPERATIVE PURCHASING CONTRACT: This Contract may be utilized by Cooperative Purchasing Members. "Cooperative Purchasing Members" or "Co-op Members" are entities that qualify for participation in the State's cooperative purchasing program under Section 125.04 of the Ohio Revised Code ("ORC") and that have completed the steps necessary to participate in that program. They may include Ohio political subdivisions, such as counties, townships, municipal corporations, school districts, conservancy districts, township park districts, park districts created under Chapter 1545 of the ORC, regional transit authorities, regional airport authorities, regional water and sewer districts, and port authorities. They also may include any Ohio county board of elections, state institutions of higher education, private fire companies, private nonprofit emergency medical service organizations, and chartered nonpublic schools.

Contractor will perform due diligence in assuring all orders are from a cooperative purchasing member. If an order is found to be from a non-cooperative purchasing member, that order will be void. If a Cooperative Purchasing Member relies upon this Contract to issue a purchase order or other ordering document, the Cooperative Purchasing Member "steps into the shoes" of the State under this Contract solely to the extent of the purchase order. The Cooperative Purchasing Member's order and this Contract are between the Contractor and the Cooperative Purchasing Member. The Contractor must look solely to the Cooperative Purchasing Member for performance, including payment for orders placed by a Cooperative Purchasing Member.

CONTRACTOR QUARTERLY SALES REPORT: The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales to Cooperative Purchasing Members under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

To submit this quarterly sales report, the Contractor is responsible for obtaining access to OhioBuys and must report the quarterly dollar value of sales to Cooperative Purchasing Members to the Department of Administrative Services (DAS) via

the Internet using OhioBuys at the following web address supplier-marketplace.ohio.gov. If no sales occur, the Contractor must report zero. The report must be submitted no later than thirty (30) days following the completion of the reporting period.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate this Contract.

CONTRACTOR REVENUE SHARE: The Contractor must pay to the State a share of the sales transacted under this Contract as a fee to the State to cover the estimated costs the State will incur in administering this Contract and the Services offered under it ("Revenue Share").

The Contractor must remit the Revenue Share in U.S. dollars within 30 days after the end of the quarterly reporting period. The Revenue Share that the Contractor must pay under this Contract equals ¼ of 1% of the total quarterly sales reported. The Revenue Share must be included in the prices reflected in any order and reflected in the total amount charged to the State, and the Contractor may not add a surcharge to orders under this Contract to cover the cost of the Revenue Share.

The Contractor must remit any amount due as the result of a quarterly or closeout sales report at the time the quarterly or closeout sales report is submitted to the Department of Administrative Services, Office of State Purchasing. To ensure the payment is credited properly, the Contractor must identify the payment as a "State of Ohio Revenue Share" and include this Contract number, total report amount, and reporting period covered.

Contractor will pay the Revenue Share by check remittance, both normal and overnight, credit card payment via the State's payment portal, or ACH payment, if approved by the State, using the instructions below

Check remittance:

Follow the remittance instructions on the required Quarterly Sales Report and Revenue Share Remittance Form at the following link, <https://das.ohio.gov/revenueshareform>.

Credit Card Payments:

To pay by credit card, use the following link, <https://epay.das.ohio.gov/Payment>, select "Revenue Share" as the payment type and follow the on-screen prompts.

ACH Payments:

If this payment method is approved by the State, the State will provide payment instructions to Contractor.

If the full amount of the Revenue Share is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may setoff any unpaid Revenue Share from any amount owed to the Contractor under this Contract and employ all other remedies available to it under Ohio law for the non-payment of the Revenue Share. Additionally, if the Contractor fails to pay the Revenue Share in a timely manner, the failure will be a breach of this Contract, and the State may terminate this Contract for cause as set forth herein and seek damages for the breach.

4 - SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
1	05/15/24	This amendment is issued to notify that as a result of mutual agreement between the State of Ohio and the Contractor, this contract is renewed for an additional 12 months, effective 05/15/24 through 05/14/25. All other prices, terms, and conditions remain unchanged.

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

Resolution

Number 24-1243

Adopted Date September 24, 2024

APPROVING ADDENDUM TO THE CONTRACT WITH MATRIX POINTE SOFTWARE, LLC ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE.

BE IT RESOLVED, to approve addendum to the contract with Matrix Pointe Software, LLC to provide an investigator case management system, 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 – yea

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Matrix Pointe Software, LLC
Sheriff (file)



ADDENDUM TO SUBSCRIPTION LICENSE AGREEMENT

This Addendum To Subscription License Agreement (this "Agreement"), between Matrix Pointe Software, LLC, an Ohio limited liability company with offices at 30400 Detroit Road, Suite 400, Cleveland, Ohio 44145 ("Matrix") and Warren County Board of County Commissioners, On Behalf of the Sheriff of Warren County, Ohio (Warren County Drug Task Force) 822 Memorial Drive, Lebanon, Ohio 45038 ("Licensee"), is made effective as of the date of execution by Licensee (the "Effective Date"). Matrix and Licensee have read and agree to the provisions of this Agreement.

This Agreement amends and modifies the Subscription License Agreement ("License Agreement") dated March 2, 2021, made and entered into by the parties hereto as follows:

The Data Storage section of Exhibit A to License Agreement is deleted in its entirety and replaced with the MatrixStorage Terms below.

All other provisions of the License Agreement remain in full force and effect, other than any provision that conflicts with the terms and spirit of this Agreement, which shall be deemed to be amended appropriately in order to be consistent with this Agreement. MatrixStorage fees are in addition to those agreed to in the License Agreement.

MatrixStorage Terms:

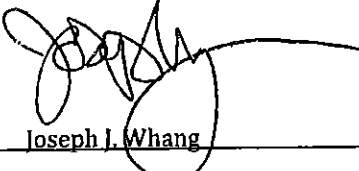
Base Storage amount of one terabyte (1TB) is included with Licensee's subscription ("Base Storage"). Licensee hereby agrees to pay an additional charge of \$50 per terabyte (TB) per month for storage usage over the Base Storage amount, as calculated below.

MatrixStorage usage over the Base Storage is an additional monthly charge per terabyte, calculated as the sum of all stored files minus the Base Storage. Terabytes are charged for in whole terabytes as measured, rounding up. For example, with Base Storage of 1TB and usage of 2.2TB, Licensee would be charged for 2TB for that month.

Matrix and Licensee, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

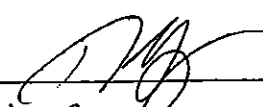
MATRIX POINTE SOFTWARE, LLC

LICENSEE



Joseph J. Whang

Chief Executive Officer

By: 

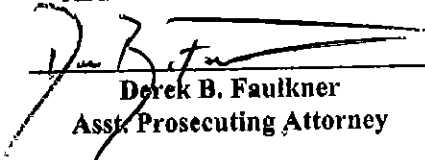
David G. Young

President

Date: 9/6/2024

Date: 9-24-24

APPROVED AS TO FORM



Derek B. Faulkner
Asst. Prosecuting Attorney

Resolution

Number 24-1243

Adopted Date September 24, 2024

APPROVING ADDENDUM TO THE CONTRACT WITH MATRIX POINTE SOFTWARE, LLC ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE.

BE IT RESOLVED, to approve addendum to the contract with Matrix Pointe Software, LLC to provide an investigator case management system, 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 – yea
Mrs. Jones – yea
Mr. Grossmann – yea

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Matrix Pointe Software, LLC
Sheriff (file)



ADDENDUM TO SUBSCRIPTION LICENSE AGREEMENT

This Addendum To Subscription License Agreement (this "Agreement"), between Matrix Pointe Software, LLC, an Ohio limited liability company with offices at 30400 Detroit Road, Suite 400, Cleveland, Ohio 44145 ("Matrix") and Warren County Board of County Commissioners, On Behalf of the Sheriff of Warren County, Ohio (Warren County Drug Task Force) 822 Memorial Drive, Lebanon, Ohio 45038 ("Licensee"), is made effective as of the date of execution by Licensee (the "Effective Date"). Matrix and Licensee have read and agree to the provisions of this Agreement.

This Agreement amends and modifies the Subscription License Agreement ("License Agreement") dated March 2, 2021, made and entered into by the parties hereto as follows:

The Data Storage section of Exhibit A to License Agreement is deleted in its entirety and replaced with the MatrixStorage Terms below.

All other provisions of the License Agreement remain in full force and effect, other than any provision that conflicts with the terms and spirit of this Agreement, which shall be deemed to be amended appropriately in order to be consistent with this Agreement. MatrixStorage fees are in addition to those agreed to in the License Agreement.

MatrixStorage Terms:

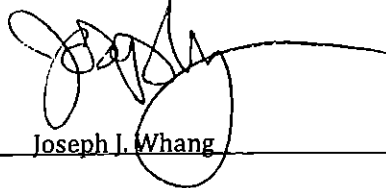
Base Storage amount of one terabyte (1TB) is included with Licensee's subscription ("Base Storage"). Licensee hereby agrees to pay an additional charge of \$50 per terabyte (TB) per month for storage usage over the Base Storage amount, as calculated below.


MatrixStorage usage over the Base Storage is an additional monthly charge per terabyte, calculated as the sum of all stored files minus the Base Storage. Terabytes are charged for in whole terabytes as measured, rounding up. For example, with Base Storage of 1TB and usage of 2.2TB, Licensee would be charged for 2TB for that month.

Matrix and Licensee, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

MATRIX POINTE SOFTWARE, LLC

LICENSEE



By: 
David G. Young
President

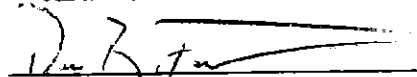
Joseph I. Whang

Chief Executive Officer

Date: 9/6/2024

Date: 9-24-24

APPROVED AS TO FORM


Derek B. Faulkner
Asst. Prosecuting Attorney

Resolution

Number 24-1244

Adopted Date September 24, 2024

AUTHORIZING ACCEPTANCE OF RENEWAL QUOTE FROM SAYERS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Sayers will provide renewal of 425 license which will provide Absolute VPN for use with mobiles through November 30, 2025; and

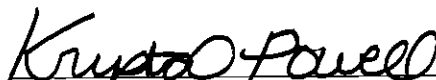
NOW THEREFORE BE IT RESOLVED, to accept renewal quote #025214 with Sayers on behalf of Telecommunications; as attached hereto and a part hereof.

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a- Sayers
Telecom (file)



www.sayers.com

PREPARED BY	PREPARED FOR	QUOTE INFORMATION
Peggy Keizer Sales Support 847-391-1066 Mobile pkeizer@sayers.com	Warren County 500 Justice Drive Lebanon Ohio 45036 Jill Gehl jill.gehl@woon.net (513) 895-4857	Quote #: 025214 Version: 1 Delivery Date: Aug 23, 2024 Expiration Date: Nov 30, 2024 Terms: Net 30

Absolute Anual Subscription Renewal for 425 Licenses

PART #	DESCRIPTION	SERIAL #	COVERAGE START DATE	COVERAGE END DATE	PRICE	QTY	EXT PRICE
NMCOMPONRN W	Full access to the Absolute platform and all of its features, powering security, visibility and connectivity use-cases. Includes the software defined perimeter (SDP), enterprise VPN and experience monitoring solutions.		12/1/24	11/30/25	\$45,751.25	1	\$45,751.25
Subtotal							\$45,751.25



www.sayers.com

Quote Summary

DESCRIPTION	AMOUNT
Absolute Annual Subscription Renewal for 425 Licenses	\$45,751.25
Total	\$45,751.25

Sayers Standard Terms and Conditions:

These Terms and Conditions incorporate by reference the standard terms and conditions on Sayers' website, which can be found at: <https://www.sayers.com/terms-of-use/>. Your purchase is governed by these general terms and those additional terms found on the Company's website (collectively, the "T&C").

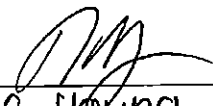
By accepting delivery of the products and services described in Sayers' invoice or other Sayers documentation, you agree to be bound by and accept these T&C of sale unless you and Sayers have signed a separate agreement, in which case the separate agreement will govern to the extent inconsistent with these T&C. Any order-specific terms prevail over any of your general terms and conditions of purchase regardless of whether or when you have or will submit a purchase order for such terms.

All pricing, fees, and amounts listed are exclusive of taxes, duties, shipping fees, and similar amounts, all of which are Customer's responsibility.

Your obligation to pay all amounts due to us is absolute and unconditional and is not subject to any abatement, counterclaim, defense, deferment, interruption, recoupment, reduction, or setoff for any reason whatsoever. For the purposes of clarity, in the event we allow you to make installment payments (annual or otherwise) of purchases, the entire purchase price must be paid in full notwithstanding Customer's termination of the agreement or non-use of the product.

To accept this quote and place your order, please sign below, and submit to your account executive referencing this quote number. By signing below, the signer acknowledges authorization to purchase this order on behalf of the Company and to pay the corresponding invoice with the Payment Terms listed herein. The signer also acknowledges and accepts the terms and conditions herein.

Warren County


Signature * 
Printed Name David G Young
Title President.

Quote #025214 v1

Privileged and Confidential

Page 2 of 3

APPROVED AS TO FORM


Derek B. Faulkner
Asst. Prosecuting Attorney



www.sayers.com

Date _____

Terms of Use

PLEASE READ THESE TERMS AND CONDITIONS OF SALE VERY CAREFULLY. THE TERMS AND CONDITIONS OF SALE ARE LIMITED TO THOSE CONTAINED HEREIN AND IN SAYERS' INVOICE OR OTHER SAYERS DOCUMENTATION (COLLECTIVELY, THE "T&C"). ANY ADDITIONAL OR DIFFERENT TERMS IN ANY FORMS DELIVERED BY USERS ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN. BY ACCEPTING DELIVERY OF THE PRODUCTS AND SERVICES DESCRIBED IN SAYERS' INVOICE OR OTHER SAYERS DOCUMENTATION, USER AGREES TO BE BOUND BY AND ACCEPTS THESE T&C OF SALE UNLESS USER AND SAYERS HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN TO THE EXTENT INCONSISTENT WITH THESE T&C.

The T&C, together with any Sayers' quote or invoice, constitute the entire, binding agreement between Sayers and its customers (each a "Customer") and supersedes all prior or contemporaneous understandings, agreements, negotiations, and communications. The T&C prevail over any Customer's general terms and conditions of purchase regardless of whether or when a purchase order is submitted. Fulfillment of a purchase order does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend the T&C. Additional or different terms and conditions contained in any Customer purchase order will be null and void. No course of prior dealings between Sayers and Customer will be relevant to determine the meaning of the T&C.

Customer's acceptance of the T&C is evidenced by any of the following: (a) making a purchase, (b) placing an order with Sayers, including by issuance of a purchase order based, all or in part, on a quotation provided by Sayers, or (c) written acceptance of an offer or quotation provided by Sayers.

Price increases may apply for orders placed after the expiration date specified on Sayers' quote. The items in Sayers' quote may be non-cancellable or non-returnable once ordered.

While the T&C may be updated from time to time by Sayers, following acceptance by Customer, the T&C binding on Customer may only be amended or modified in a writing which specifically states that it amends these terms and is signed by an authorized representative of each party.

Orders are not binding upon Sayers until accepted by Sayers. We may choose not to accept orders in our sole discretion. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

Terms of payment are within Sayers' sole discretion. All pricing, fees, and amounts listed in Sayers' invoice or other Sayers' documentation are exclusive of taxes, duties, shipping fees, and similar amounts, all of which are the Customer's responsibility.

Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice. Customer's obligation to pay all amounts due to Sayers is absolute and unconditional and is not subject to any abatement, counterclaim, defense, deferment, interruption, recoupment, reduction, or setoff for any reason whatsoever. For the purposes of clarity, in the event Sayers allows Customer to



ABOUT
SAYERS ▾

CLOUD, CYBERSECURITY SERVICES & IT INFRASTRUCTURE
SOLUTIONS ▾

RESOURCE
LIBRARY

EVENTS

The pricing and payment terms offered in Sayers' quotes are subject to approved credit. If the credit line is permitted, payments are due and payable within the terms stated on Customer's Invoice. We may charge a late penalty of 1.5% per month on undisputed amounts or the maximum rate permitted by law, whichever is less.

In the event of a payment default, Customer will be responsible for all of Sayers' costs of collection, including court costs, filing fees and attorney's fees.

THESE TERMS AND CONDITIONS OF SALE AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF OHIO, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION WILL BE BROUGHT IN WARREN COUNTY, OHIO AND CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN WARREN COUNTY, OHIO AND SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING.

Customer acknowledges and agrees that Sayers does not manufacture, own, or control any of the products or services offered to or purchased by Customer and the only warranties offered are those of the manufacturer, not Sayers. In purchasing any products, Customer is relying on the manufacturer's specifications only and is not relying on any statements, or any marketing materials describing the products that may be provided by Sayers.

SAYERS AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS SOLD OR SERVICES PROVIDED BY THIRD PARTIES OR AFFILIATES OF SAYERS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY AGAINST INFRINGEMENT. THIS DISCLAIMER DOES NOT AFFECT THE TERMS OF THE MANUFACTURER'S WARRANTY, IF ANY. NEITHER SAYERS NOR ITS AFFILIATES WILL BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. NEITHER SAYERS NOR ITS AFFILIATES WILL BE LIABLE FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE OR THE PROVISION OF SERVICES BY THIRD PARTIES. CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS OR SERVICES PROVIDED DIRECTLY BY SAYERS OR ITS AFFILIATES, NEITHER SAYERS NOR ITS AFFILIATES ARE LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) OR SERVICE(S) GIVING RISE TO THE CLAIM.

SAYERS will not be responsible for any delays in delivery which result from any circumstances beyond its control, including without limitation, product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, pandemics, epidemics, acts of war, terrorism, general insurrection, acts of God or acts of any government or agency.

Subject to manufacturer policies and procedures, Sayers may process a return of products purchased by Customers from Sayers. Customers may contact a Sayers customer service specialist via email at returns@Sayers.com, to determine whether a Return Merchandise Authorization (RMA), may be issued with respect to a particular purchase. Customers should contact a Sayers customer service specialist before shipping product back to Sayers. This will expedite and help ensure the proper action or credit upon processing. Customers should note that return privileges vary by manufacturer and all returns are subject to such policies and procedures.

CAREERS

ADDRESSES

HAVE A QUESTION?

PRIVACY POLICY

Atlanta ▾


Bloomington ▾



ABOUT
SAYERS ▾

CLOUD, CYBERSECURITY SERVICES & IT INFRASTRUCTURE
SOLUTIONS ▾

RESOURCE
LIBRARY

EVENTS 

SUBSCRIBE

Vernon Hills -
Corporate
Headquarters ▾

CONTACT US



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Resolution

Number 24-1245

Adopted Date September 24, 2024

AUTHORIZING ACCEPTANCE OF RENEWAL QUOTE FROM VERTIV ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Vertiv will provide renewal of Preventive Maintenance Service on Vertiv UPS and Vertiv internal batteries, per quote CPQ-691873-1 for Warren County Telecommunications Department and

NOW THEREFORE BE IT RESOLVED, to accept quote from Vertiv for UPS Service Renewal; as attached hereto and a part hereof.

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc:
Telecom (file)



Proposal for Service

Vertiv Corporation

7/19/2024
WARREN COUNTY TELECOM
500 JUSTICE DR
LEBANON, OH, 45036



7/19/2024
WARREN COUNTY TELECOM
500 JUSTICE DR
LEBANON, OH, 45036
CPQ-691873-1

Thank you for your interest in Vertiv Corporation. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your data center increases, Vertiv is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your Purchase Order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at (513) 988-8593. I look forward to your response and the opportunity to work together to improve your data center investment.

Sincerely,

Ron Wilger

10704 Electron Dr

Louisville, KY 40299

PHONE 502-267-4696

FAX 502-653-5311

EMAIL ron.wilger@climateconditioning.com

Order CPQ-691873-1



CPQ-691873-1

Liebert UPS / Power / Battery Services:

- We are the Original Equipment Manufacturer and the experts on Liebert equipment with access to updates and changes, knowledge of engineering specifications, current issues and how to fix them correctly.
- Our factory trained service force is twice the size of the next largest competitor with over 650 customer engineers and field technicians in the United States alone; everywhere in the US the most knowledgeable engineers and technicians available, will cover you.
- With the most advanced tooling and instrumentation available, each CE has over \$10,000 in gear with him at all times, so any issue can be resolved in the least amount of time possible.
- To make sure we get the right part to the right place at the right time, we have the industry's most sophisticated parts logistics system. No matter where you are in the US we also have a parts warehouse close to serve you.
- We maintain and follow all safety and compliance regulations necessary to keep CE's from harm and protect you, our customers from liability. We care about your safety.

Standard Maintenance Contracts: Site#: 1250049 WARREN COUNTY TELECOM 500 JUSTICE DR LEBANON, OH 45036

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)
1643959	STATIC TRNS SWT	STC0100A32A360	1	ESSENTIAL (08/21/2024) - (08/20/2025)
1643955	APM 75	NRE90CCSA0A3650	1	ESSENTIAL (08/21/2024) - (08/20/2025)
1643956	SEALED BATTERY	NRBP9UX1L1A0578	2	Essential 8x5 (08/21/2024) - (08/20/2025)
1643957	APM45-90PERIPH	NRMB0C9C4RA0598	1	ESSENTIAL (08/21/2024) - (08/20/2025)
1643958	FPC 15-50	PPC030C241A2360	1	ESSENTIAL (08/21/2024) - (08/20/2025)
43924611	SEALED BATTERY	HX400	1	Essential 8x5 (08/21/2024) - (08/20/2025)
41525371	EXM 208V 80	47SA080HAC00ZQ2	1	ESSENTIAL (08/21/2024) - (08/20/2025)

Total price not including tax: \$17,357.68

any tax required must be included in customer purchase order

Payment Terms: Net 30 Days

Quote Valid Until: 9/1/2024

SCOPE OF WORK

UNINTERRUPTIBLE POWER SYSTEMS

APM UPS ONLY

ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service on Vertiv UPS and Vertiv Internal batteries scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage including Internal batteries (Limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Internal Battery Coverage	Includes parts, labor, disposal and battery jars as required - up to 10% of the battery jars per year, not accumulated over contract term (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.
Battery Recycling	Includes battery recycling as required, with documentation meeting EPA requirements.

SERVICE PERFORMED

UPS Full Preventive Maintenance Service

1. Perform a temperature check on all breakers, connections and associated controls. Repair and/or report all high temperature areas.
2. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
3. Check air filters for cleanliness. (if applicable)
4. Check rectifier and inverter snubber boards for discoloration.
5. Record all voltage and current meter readings on the module control cabinet or the system control cabinet.
6. Check the inverter and rectifier snubbers for burned or broken wires.
7. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
8. Check fuses on the DC capacitor deck for continuity (if applicable).
9. With customer approval, perform operational test of the system including unit transfer and battery discharge.
10. Calibrate and record all electronics to system specifications.

11. Check or perform Engineering Field Change Notices (FCN) as necessary.
12. Measure and record all low-voltage power supply levels.
13. Record phase-to-phase Input voltage and currents.
14. Review system performance with customer to address any questions and to schedule any repairs.
15. Check power capacitors for swelling or leaking oil (if applicable).
16. Check for DC capacitor vent caps that have extruded more than 1/8" (if applicable).
17. Measure and record harmonic trap filter currents (if applicable)

Internal Battery Full Preventive Maintenance Service (applicable to 45kVA units only)

1. Inspect the appearance and cleanliness of the battery and the battery room.
2. Clean normal cell top dirt accumulation (to be done only with battery off line).
3. Measure and record the total battery float voltage and charging current.
4. Measure and record overall AC ripple current.
5. Measure and record overall AC ripple voltage.
6. Visually inspect the Jars and covers for cracks and leakage.
7. Visually inspect for evidence of corrosion.
8. Measure and record ambient temperature.
9. Verify the condition of the ventilation equipment, if applicable.
10. Verify the integrity of the battery rack/cabinet.
11. Measure and record 100% of the cell temperatures.
12. Measure and record the float voltage of all cells. Measure and record all Internal Impedance readings.
13. Provide a detailed written report noting any deficiencies and corrective action needed, taken and/or planned.
14. Re-tighten all battery connections to the battery manufacturer's specifications, offline only.

Corrective Maintenance Performed as Required

1. Refurbish cell connections as deemed necessary by the detailed inspection report.

ASSUMPTIONS AND CLARIFICATIONS

Parts coverage excludes air filters, proactive full bank capacitor replacement and fan replacement.

Customer should check air filters monthly for cleanliness and replace as necessary.

Maintenance does not include System Control Cabinet, Power Tie, Breaker Cabinets, Load Bus Sync or Maintenance Bypass Cabinets.

All battery checks are recorded through the Field DB reporting system. Only visual battery inspection and total battery voltages are to be recorded on the UPS E-form. The full battery maintenance inspection will be conducted through Field DB.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.



- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the attached Vertiv Services Terms & Conditions signed by both Parties in 2017.

SCOPE OF WORK

UNINTERRUPTIBLE POWER SYSTEMS

EXM UPS ONLY

ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Internal Battery Coverage	Includes parts, labor, disposal and battery jars as required - up to 10% of the battery jars per year, not accumulated over contract term (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.
Battery Recycling	Includes battery recycling as required, with documentation meeting EPA requirements.

SERVICE PERFORMED

UPS Full Preventive Maintenance Service

1. Perform a temperature check on all breakers, connections and associated controls. Repair and/or report all high temperature areas.
2. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
3. Check air filters for cleanliness. (if applicable)
4. Record all voltage and current meter readings on the display.
5. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
6. With customer approval, perform operational test of the system including unit transfer and battery discharge.
7. Calibrate and record all electronics to system specifications.
8. Check or perform Engineering Field Change Notices (FCN) as necessary.
9. Record phase-to-phase Input voltage and currents.
10. Review system performance with customer to address any questions and to schedule any repairs.

Internal Battery Full Preventive Maintenance Service (applicable to EXM models with internal batteries only)

1. Inspect the appearance and cleanliness of the battery and the battery room. Clean normal cell top dirt accumulation (to be done only with battery off line).
2. Measure and record the total battery float voltage and charging current.
3. Measure and record overall AC ripple current.
4. Measure and record overall AC ripple voltage.
5. Visually inspect the jars and covers for cracks and leakage.
6. Visually inspect for evidence of corrosion.
7. Measure and record ambient temperature.
8. Verify the condition of the ventilation equipment, if applicable.
9. Verify the integrity of the battery rack/cabinet.
10. Measure and record 100% of the cell temperatures.
11. Measure and record the float voltage of all cells.
12. Measure and record all internal Impedance readings.
13. Provide a detailed written report noting any deficiencies and corrective action needed, taken and/or planned.
14. Re-tighten all battery connections to the battery manufacturer's specifications, offline only.

Corrective Maintenance Performed as Required

1. Refurbish cell connections as deemed necessary by the detailed inspection report.

ASSUMPTIONS AND CLARIFICATIONS

Parts coverage excludes air filters, proactive full bank capacitor replacement and fan replacement.

Customer should check air filters monthly for cleanliness and replace as necessary.

Maintenance does not include System Control Cabinet, Power Tie, Breaker Cabinets, Load Bus Sync or Maintenance Bypass Cabinets.

All battery checks are recorded through the Field DB reporting system. Only visual battery inspection and total battery voltages are to be recorded on the UPS E-form. The full battery maintenance inspection will be conducted through Field DB.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.



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SCOPE OF WORK

STATIC TRANSFER SWITCH

(STS1 AND STS2)

ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.

SERVICE PERFORMED

1. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
2. Check air filters for cleanliness (if applicable).
3. Check all mechanical connections for tightness and heat discoloration, making corrections where necessary.
4. Clean any foreign material and dust from internal compartments.
5. Perform a status check of all alarm circuits. (Applicable to STS1 Only).
6. Calibration of the equipment to meet manufacturer's specifications. (Applicable to STS1 Only).
7. Operational checkout of the system to include transfers and proper status indications.
8. Check or perform Engineering Field Change Notices (FCN) as necessary.
9. Return unit to operational service with normal load then measure and verify display indications.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.



- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

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SCOPE OF WORK

UNINTERRUPTIBLE POWER SYSTEMS

PERIPHERALS MAINTENANCE BYPASS CABINET MODULE BATTERY DISCONNECT, LOAD BUS SYNC, POWER TIE, SLIM LINE DISTRIBUTION CABINET

ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.

SERVICE PERFORMED

1. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
2. Check all mechanical connections for tightness and heat discoloration, making corrections where necessary.
3. Clean any foreign material and dust from internal compartments.
4. Perform a status check of alarm circuits. (If Applicable).
5. Calibration of the equipment to meet manufacturer's specifications (if applicable).
6. Operational checkout of the system to include transfers and proper status indications.
7. Check or perform Engineering Field Change Notices (FCN) as necessary.
8. Return unit to operational service with normal load then measure and verify display indications.

ASSUMPTIONS AND CLARIFICATIONS

Includes 100% parts coverage, excluding circuit breakers and switches.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:



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- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

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SCOPE OF WORK

POWER CONDITIONING

POWER CENTER (PPC/FPC)

ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.

SERVICE PERFORMED

1. Perform a complete visual inspection of the equipment including internal sub-assemblies, wiring harnesses, contactors, cables, major components, and check for proper clearance around the unit.
2. Perform an Infrared Scan (IR Scan) and verify all transformer, terminal block, and ground/neutral bus bar connections for tightness
3. Perform an Infrared Scan (IR Scan) and verify all circuit breakers including the panelboard(s) branch circuits for tightness
4. Perform an Infrared Scan (IR Scan) and verify high and low voltage junction box terminals for tightness (if applicable)
5. Perform an Infrared Scan (IR Scan) and verify all option wiring for tightness. (Splice suppressor, ground fault, phase rotation/loss)
6. Verify system control power fuses. (Equipment MUST be de-energized)
7. Verify grounding electrode conductor and any isolated grounds.
8. Verify EPO lamps are illuminated (if applicable).
9. Perform operational test of the optional local EPO. (Equipment MUST be able to be de-energized)
10. Record all the electrical data via the local display (if applicable). Ensure all values are within the specification.
11. Verify specified restart capabilities (manual or auto-restart).
12. Verify all monitoring options (if applicable) are displaying values within preset parameters.
13. Check or perform Engineering Field Change Notices (FCN) as necessary.
14. Configuration of the LDM/LDMF (for newly installed branch circuit breakers, if applicable).

1. Verify firmware and update as required.
2. Verify the location, alarm set points, number of poles, and address of every newly installed breaker.
3. Verify the CT ratio for every newly installed breaker.
4. Demonstrate use of software tools. (if applicable)
5. (Excludes interoperability with SiteScan and Building Management Systems)
6. Save the configuration file to a laptop as a backup for customer. (if applicable)

ASSUMPTIONS AND CLARIFICATIONS

Parts coverage excludes branch circuit breakers.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the attached Vertiv Services Terms & Conditions signed by both Parties in 2017.



SCOPE OF WORK

STATIONARY BATTERY SYSTEMS

VRLA (SEALED) BATTERY

ESSENTIAL SERVICE - 2 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv's Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Internal Battery Coverage	Includes parts, labor, disposal and battery jars as required - up to 10% of the battery jars per year, not accumulated over contract term (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory-trained and authorized technician equipped with Vertiv Proprietary tools and software. Vertiv CEs and Vertiv Partners are the only approved OEM service providers for Vertiv products.
Battery Recycling	Includes battery recycling as required, with documentation meeting EPA requirements.

SERVICE PERFORMED

****During the initial PM visit, an Annual Service PM must be performed.****

Semi-Annual Service

1. Inspect the appearance and cleanliness of the battery and the battery room. Clean normal cell top dirt accumulation (to be done only with battery off line).
2. Measure and record the total battery float voltage and charging current.
3. Measure and record overall AC ripple voltage.
4. Measure and record overall AC ripple current.
5. Visually inspect the jars and covers for cracks and leakage.
6. Visually inspect for evidence of corrosion.
7. Measure and record the ambient temperature.
8. Verify the condition of the ventilation equipment, if applicable.
9. Verify the integrity of the battery rack/cabinet.

10. Measure and record 100% of the cell temperatures.
11. Measure and record the float voltage of all cells.
12. Measure and record all internal Ohmic values.
13. Provide a detailed written report noting any deficiencies and corrective action needed, taken, and/or planned.

Annual Service (includes the above, plus)

1. Re-tighten all connections to the battery manufacturer's specifications, if applicable. Refer to the manufacturer's literature to determine if re-tightening is required.
2. Measure and record all battery connection Ohmic values, when applicable.
3. Corrective Maintenance Performed as Required

Conditions for Single Jar Replacement Service for Lead Acid Batteries

1. The Customer is covered by an Essential or Preferred Contract.
2. The battery string is in overall good health as determined by Vertiv; the battery string is not beyond expected service years or has had excessive single jar replacements that would make the string unstable.
3. Up to 10% of defective battery jars may be replaced within a 12-month period as exclusively determined by Vertiv Services.
4. Contracts have no cash value for future years or full string battery replacements. Single jar replacement is limited to batteries in the original string.

ASSUMPTIONS AND CLARIFICATIONS

Does not include labor for full-string replacement.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Customer Resolution Center at 1-800-543-2378.
- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the attached Vertiv Services Terms & Conditions and signed by both Parties in 2017.

SCOPE OF WORK

STATIONARY BATTERY SYSTEMS

VRLA (SEALED) BATTERY

ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv's Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Internal Battery Coverage	Includes parts, labor, disposal and battery jars as required - up to 10% of the battery jars per year, not accumulated over contract term (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory-trained and authorized technician equipped with Vertiv Proprietary tools and software. Vertiv CEs and Vertiv Partners are the only approved OEM service providers for Vertiv products.
Battery Recycling	Includes battery recycling as required, with documentation meeting EPA requirements.

SERVICE PERFORMED

PM Service

1. Inspect the appearance and cleanliness of the battery and the battery room. Clean normal cell top dirt accumulation (to be done only with battery off line).
2. Measure and record the total battery float voltage and charging current.
3. Measure and record overall AC ripple voltage.
4. Measure and record overall AC ripple current.
5. Visually inspect the jars and covers for cracks and leakage.
6. Visually inspect for evidence of corrosion.
7. Measure and record the ambient temperature.
8. Verify the condition of the ventilation equipment, if applicable.
9. Verify the integrity of the battery rack/cabinet.
10. Measure and record 100% of the cell temperatures.

11. Measure and record the float voltage of all cells.
12. Measure and record all Internal Ohmic values.
13. Measure and record all battery connection Ohmic values, when applicable.
14. Provide a detailed written report noting any deficiencies and corrective action needed, taken, and/or planned.

Conditions for Single Jar Replacement Service for Lead Acid Batteries

1. The Customer is covered by an Essential or Preferred Contract.
2. The battery string is in overall good health as determined by Vertiv; the battery string is not beyond expected service years or has had excessive single jar replacements that would make the string unstable.
3. Up to 10% of defective battery jars may be replaced within a 12-month period as exclusively determined by Vertiv Services.
4. Contracts have no cash value for future years or full string battery replacements. Single jar replacement is limited to batteries in the original string.

ASSUMPTIONS AND CLARIFICATIONS

Does not include labor for full-string replacement.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Customer Resolution Center at 1-800-543-2378.
- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the attached Vertiv Services Terms & Conditions signed by both Parties in 2017.



Order Number: CPQ-691873-1

Purchase Order must be assigned to:
Vertiv Corporation
505 N. Cleveland Avenue.
Westerville, OH 43082

Payment remittance address:
Vertiv Corporation
PO Box 70474
Chicago, IL 60673

FID# 31-0715256

PO should be e-mailed or faxed with signed proposal to:
Climate Conditioning Company c/o Ron Wilger
Attn: Ron Wilger
Email: ron.wilger@climateconditioning.com
Fax: (513) 387-2333

Please complete the following information (All fields are required):

Purchase Order Number: _____ Purchase Order attached: Yes No

If PO NOT attached, please specify reason: _____

Invoice Delivery Method: Web Billing (Attach Instructions) Mail Other _____
 Accounts Payable Email _____ @ _____

Billing Contact Person: _____ Phone: _____

Email: _____ Fax #: _____

Bill-To Company Name: _____ Bill-To Address: _____

Federal Tax ID # _____ Bill-To City, ST Zip: _____

Tax Exempt: Yes (Attach tax exempt certificate) No

Site Services/IT Contact Person: _____ Phone: _____

**** COVERAGE DETAILS ****

For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty (30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 30 days from the date of this Proposal unless otherwise noted. INFORMATION TO BUYER: This order between the Buyer and Seller is limited to Seller's Terms and Conditions attached hereto and signed by the parties in 2017. Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below.

Thank you for your business.

Proposed By: _____
Ron Wilger 9/24/24
Ron Wilger Date

Accepted By: _____
* *[Signature]* 9-24-24
Buyer Signature Required Date
David G. Young President 513-⁶⁹⁵~~695~~-1250
Printed Name Title Phone

APPROVED AS TO FORM

[Signature]
Derek B. Faulkner
Asst. Prosecuting Attorney

SERVICES TERMS AND CONDITIONS

Vertiv Services, Inc. (f/k/a Emerson Network Power, Liebert Services, Inc.) is herein referred to as the "Seller" and the customer or person or entity purchasing services ("Services") and parts required for Services ("Parts") from Seller is referred to as the "Buyer." These Services Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope of work, or invoice from Seller relevant to the provision of Services and all documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of this agreement ("Agreement") governing the sale of Services and Parts by Seller to Buyer. Any discrepancies between the terms of the above referenced documents shall be resolved by Seller. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of the terms of this Agreement, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Services and Parts will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Services shall remain in effect for thirty (30) days after the date of Seller's quotation, Seller's scope of work or acknowledgment of Buyer's order for the Services, whichever occurs first, provided an unconditional authorization from Buyer for the performance of the Services is received and accepted by Seller within such time period. If authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Services. All prices are exclusive of taxes, which are to be borne by Buyer. Unless otherwise specified by Seller, Parts will be furnished at Seller's then prevailing prices.

2. **TAXES:** Any current or future tax or governmental charge (or increase in same) affecting Seller's costs of Services or costs of production, sale, delivery or shipment of Parts, or which Seller is otherwise required to pay or collect in connection with the provision of Services and Parts, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. **TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms of payment are net 30 days from date of Seller's invoice. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this Agreement and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. All purchases paid by credit card shall be charged a 2.0% usage surcharge of the invoice total, for fees paid by Seller to accept credit card transactions.

4. **SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the performance dates acknowledged or quoted by Seller, all performance dates are approximate and not guaranteed. Seller, at its option, shall not be bound to tender delivery of any Parts for which Buyer has not provided shipping instructions and other required information. Unless otherwise specified by Seller, for sales of Parts in which the end destination of the Parts is outside of the United States, risk of loss and legal title to the Parts shall transfer to Buyer immediately after the Parts have passed beyond the territorial limits of the United States. For all other shipments, risk of loss and legal title shall pass from Seller to Buyer upon delivery to and receipt by carrier at Seller's shipping point. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) when delivered by the individual providing the Services, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Any claims for shortages or damages suffered in transit are the responsibility of Buyer

and shall be submitted by Buyer directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller warrants that it will perform the Services as described in this Agreement and will exercise all reasonable skill, care and due diligence in the performance of the Services and shall perform the Services in accordance with professional practice. Seller warrants that all Services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of Services. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of Parts. EXCEPT AS SPECIFIED ABOVE, PARTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTIES SET FORTH IN THIS SECTION 5 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE SERVICES AND PARTS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE.

This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller that is used in (i) the selection of the Services and/or Parts and (ii) the preparation of Seller's quotation and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void.

Excluding Seller's negligence, Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Services or Parts, either alone or in combination with other parts.

6. **LIMITATION OF REMEDY AND LIABILITY:** THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO, AT SELLER'S SOLE OPTION, EITHER CORRECT PERFORMANCE FOR THAT PORTION OF THE SERVICES FOUND BY SELLER TO BE DEFECTIVE OR REFUND OF THE PRICE PAID FOR SERVICES.

SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. EXCLUDING SELLER'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND THIRD PARTY INDEMNIFICATION OBLIGATIONS, IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC SERVICES OR PARTS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.

It is expressly understood that any technical advice furnished by Seller with respect to the use of the Parts and/or Services is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. INSURANCE: Seller shall maintain the following Insurance or self-Insurance coverage: Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed. Employer's Liability with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. Commercial General Liability (CGL) for bodily injury and property damage with a limit of \$2,000,000 per occurrence and aggregate. CGL includes Contractual Liability. CGL does not include Products and Completed Operations coverage, which is self-insured. Automobile Liability Insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. Automobile Liability Insurance includes Contractual Liability, but no special endorsements.

Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

8. EXCUSE OF PERFORMANCE: Seller shall not be liable for delays in performance or for non-performance due to acts of God; war; epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances; acts or omissions of Buyer, including, without limitation, those specified in Section 19; or any events or causes beyond Seller's reasonable control. Performance of Services and deliveries of Parts may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Services or Parts or to obtain material used directly or indirectly in the manufacture of the Parts is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may delay performance of Services or allocate its available supply of the Parts among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

9. CANCELLATION: Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

10. CHANGES: Buyer may request changes or additions to the Services. In the event such changes or additions are accepted by Seller, Seller may revise the price and performance dates. Seller reserves the right to change designs and specifications for the Parts without prior notice to Buyer, except with respect to Parts being made-

to-order for Buyer. Seller shall have no obligation to install or make such change in any Parts manufactured prior to the date of such change.

11. NUCLEAR/MEDICAL: SERVICES AND PARTS SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Services and Parts with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users.

12. ASSIGNMENT: Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment or delegation, without such consent, shall be void.

13. INSPECTION: Buyer shall have ten (10) days from the date of completion of each portion of the Services to inspect the Services, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Services are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Services.

14. BILLABLE SERVICES: Additional charges will be billed to Buyer at Seller's then prevailing labor rates for any of the following upon written agreement between the parties: a) any Services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any Services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller Service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if Service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

15. DRAWINGS: Seller's documentation, prints, and drawings ("Documents") (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Notwithstanding the foregoing, Buyer may use the Documents in connection with the Services and Parts.

16. EXPORT/IMPORT: Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States, and the jurisdictions in which the Seller and Buyer are established or from which Services and Parts may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, or export Parts in violation of such applicable laws, regulations, orders or requirements.

17. NON-SOLICITATION: Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Services are

being provided to Buyer and for a period of one (1) year after the last provision of Services.

18. **GENERAL PROVISIONS:** These Services Terms and Conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these Services Terms and Conditions. No change, modification, rescission, discharge, abandonment, or waiver of these Services Terms and Conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract Services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in the county of Warren, state of Ohio, and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this Agreement.

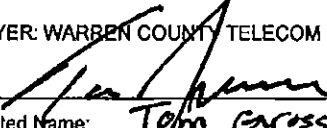
19. **ADDITIONAL SERVICE CONDITIONS:** The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Services are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Services. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform Services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other

circumstance altering Seller performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

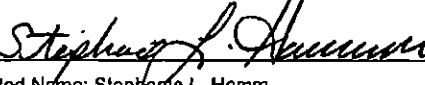
20. **INDEMNITY:** As to Seller provided Services, Seller agrees to protect, defend (using counsel selected and compensated by Seller), hold harmless, and indemnify Buyer from and against third party claims for bodily injury including death, or tangible property damage to the extent caused by the negligent acts or omissions of Seller employees, agents, or subcontractors in performing Services.

Such indemnification shall extend to claims initiated within two (2) years from the date services were performed causing such claim to arise, shall be reduced to the extent any injury or property damage is caused by others, and is conditioned upon: (a) Buyer provision of timely notification of claim and all reasonable documentation and assistance and (b) Seller assumption of the claim defense to include the right to oppose or settle same at its reasonable discretion.

BUYER: WARREN COUNTY TELECOM

By: 
Printed Name: Tom Grossmann
Title: President
Date: 7/11/17

SELLER: VERTIV SERVICES, INC.

By: 
Printed Name: Stephanie L. Hamm
Title: Contract Administrator
Date: June 22, 2017

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 24-1246

Adopted Date September 24, 2024

APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT WITH NATIONAL WATER SERVICES, LLC, FOR THE CONSTRUCTION OF THE MIDDLETOWN JUNCTION PRODUCTION WELL DRILLING AND CONSTRUCTION PROJECT

WHEREAS, pursuant to Resolution #24-0160, adopted on January 30, 2024 , this Board entered into contract with National Water Services, LLC. for the drilling, construction, and development of two 16-inch diameter raw water wells at Warren County's Middletown Junction Wellfield; and

WHEREAS, the Warren County Water and Sewer Department has requested the assistance of National Water Services, LLC for the removal, inspection, and reinstallation of the existing well pump at Sod Farm Well No. 2, due to performance issues with said pump; and

WHEREAS, the requested Change Order and Purchase Order Increase are necessary in order to accommodate said change; and

NOW THEREFORE IT BE RESOLVED, to approve Change Order No. 1 to the Contract with National Water Services, LLC., increasing Purchase Order No. 1 by \$13,725 and creating a new Contract and Purchase Order price in the amount of \$460,369.

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: c/a- National Water Services
Water/ Sewer (file)



**Warren County
Water & Sewer Dept.**

406 Justice Drive
Lebanon, Ohio 45036
Phone: (513) 695-1377
FAX (513) 695-2995

CHANGE ORDER

DATE: September 16, 2024

Change Order Number 1

Project Name: Middletown Junction Production Well Drilling and Construction Project

QTY	DESCRIPTION	UNIT PRICE	ADDITIONS	DELETIONS
1	Provide all equipment, labor, and materials for the removal and reinstallation of Pump No. 2 at the Warren County Sod Farm Wellfield. Work includes disassembling the pump, inspection, and preparation of a repair report. Repairs of the pump are not included in this work.		\$13,725	

Sums of the ADDITIONS and DELETIONS

\$13,725

TOTALS FOR THIS CHANGE ORDER

\$13,725

Attachments: NWS Quote # 090224 – Dated September 2, 2024

Original contract price \$446,644 .
Current contract price adjusted by previous change orders \$ 446,644 .
The Contract price due to this change order will be increased/decreased.
The new contract price including this change order will be \$ 460,369.
The contract time will be increased by 0 calendar days.

I HEREBY AGREE TO PERFORM THE WORK AND TO THE NON-PERFORMANCE OF WORK AS LISTED

Donnie Williams 9/17/24
Contractor's Signature Date

Recommended By:
Chay Brumb 9/20/24
Warren Sanitary Engineer Date

[Signature] 9-24-24
Warren County Commissioner Date

[Signature] 9-24-24
Warren County Commissioner Date

[Signature] 9-24-24
Warren County Commissioner Date



National Water Services, LLC
 PO Box 230
 Paoli, Indiana 47454
 Office: (812)723-2108
 Fax: (812)723-5140
www.national-water.com

September 2, 2024

Mr. Chris Brausch, P.E.
 Director & County Sanitary Engineer
 Warren County Water & Sewer Department
 4844 Dearth Road
 Springboro, Ohio 45066
 (513)695-1193
 Mobile - (513)267-2484
chris.Brausch@co.warren.oh.us

Subject: Sod Farm Well #2 - Pump Removal, Inspection & Installation **Quote #: 090224-XX**

Mr. Brausch,

National Water Services, LLC (NWS) is pleased to provide the following proposal for the removal, inspection, & installation of a Sod Farm Well 2. The scope of work is as follows:

General Assumptions

- The owner will assist with any necessary Lock-Out/Tag-Out (LOTO)
- The owner will assist with Isolation Valve Operation to the system
- The owner will assist with any unwiring & rewiring of electrical equipment
- The jobsite is free of overhead obstacles complying with OSHA standard 1926.1408

Scope of Work

- Please remember the following tasks:
- Mobilize a 3-man crew, service truck, and crane
- Provide confined space equipment
- Remove the motor and pumping equipment from the well
- Transport the pump and motor to the shop for disassembly and inspection. If repairs are necessary, a separate quote will be submitted and work on the pump will pause until approval for replacement/repair parts is obtained.
- Install spare motor and pumping equipment in the well
- Bring the pumping unit back online
- Demobilize the 3-man crew, service truck, and crane

Itemized Service Costs Per Event

Items	Description	Units	Unit Cost	Total
1	Pull Owner's Pumping Unit	Ea. 1	\$6,475.00	\$6,475.00
2	Disassemble, inspect and prepare a repair report	Ea. 1	\$775.00	\$775.00
3	Reinstall Owner's Pumping Unit	Ea. 1	\$6,475.00	\$6,475.00
Total				\$13,725.00



National Water Services, LLC
PO Box 230
Paoli, Indiana 47454
Office: (812)723-2108
Fax: (812)723-5140
www.national-water.com

Notes:

- Should the scope of work widen or work be halted for reasons beyond NWS's control an hourly standby rate of **\$498.00** will be charged for crew time. NWS will give notice to Warren County Water & Sewer's project coordinator prior should such event occurring.

National Water Services, LLC appreciates the opportunity to provide Warren County Water & Sewer Department with this proposal. If you have any questions or would like to discuss this proposal in more detail, please do not hesitate to contact us.

Respectfully Submitted:

Donnie Williams

Donnie Williams, Senior Estimator
NATIONAL WATER SERVICES, LLC
Mobile - (812)675-6112
dwilliams@national-water.com

ACCEPTANCE

The work as described and the stated price(s) are satisfactory and payment will be made according to the terms. This quotation/proposal is hereby accepted and the work is authorized. Pricing Valid for 30 Days.

Sign _____

Position _____

Print _____

Date _____

PO# _____

Resolution

Number 24-1247

Adopted Date September 24, 2024

ENTERING INTO AN EASEMENT AGREEMENT FOR SANITARY SEWER & APPURTENANCES WITH THE DEERFIELD TOWNSHIP BOARD OF TRUSTEES FOR PARCEL 16-10-351-010

WHEREAS, the Board of County Commissioners will construct sanitary sewer improvements along Old 3C Highway as part of the County's Bear Run and Fosters Lift Stations Improvements Project; and

WHEREAS, a portion of the gravity sewer improvements will be located on a 0.1194-acre parcel owned by the Deerfield Township Board of Trustees; and

WHEREAS, to facilitate the improvements the Deerfield Township Board of Trustees has executed an easement agreement providing Warren County authority to construct the improvements on the following Township property:

Parcel #	Owner	Area (acres)
16-10-351-010	Deerfield Township	0.1194

NOW THEREFORE BE IT RESOLVED, to enter into easement agreement with the Board of Township Trustees of Deerfield Township for permanent easement on the parcel located along the sewer alignment. Copy of said agreement is attached here to and made a part hereof.

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS


Krystal Powell, Clerk

cc: c/a – Deerfield Twp
Easement file
Water/Sewer (file)
Recorder (certified)

Grantor: The Board of Township Trustees of Deerfield Township
Property Address: 0- Old 3rd Highway, Maineville, OH 45039
Parcel No. 16-10-351-010
Auditor's Acct. No. 0942640

**EASEMENT & AGREEMENT FOR
SANITARY SEWER & APPURTENANCES**

KNOW ALL MEN BY THESE PRESENTS, that THE BOARD OF TOWNSHIP TRUSTEES OF DEERFIELD TOWNSHIP, an Ohio township and political subdivision, the "Grantor" herein, for and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby stipulated, whose mailing address is 4900 Parkway Drive, Suite 150, Deerfield Township, OH 45040, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell and convey to the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, a Ohio county and political subdivision, the "Grantee" herein, and its successors and assigns forever, whose mailing address is 406 Justice Drive, Lebanon, OH 5036, a permanent sanitary sewer easement on, over, under and above the property owned by the Grantor, consisting of 0.1194 acres, situated in Deerfield Township, Warren County, Ohio and being the same property described in a deed recorded in OR Vol. 2243, Page 78 of the Warren County, Ohio Recorder's Office. The permanent sanitary sewer easement area is more particularly described on Exhibit "A" attached hereto and made a part hereof.

The permanent sanitary sewer easement shall be subject to the following restrictions:

1. The right of the Grantee to construct, use, maintain and keep in repair thereon, a sanitary sewer and appurtenances thereto necessary to the operation thereof, together with the right to cut, trim and remove any trees, overhanging branches or other obstructions within the permanent sanitary sewer easement area, which, in the sole opinion of the Grantee may endanger the safety of, or interfere with the construction, operation or maintenance of Grantee's sewer system for the purpose of exercising the rights herein.
2. The right of the Grantee, its officials, employees, contractors, subcontractors and agents, to store earth and materials, and to move and operate construction equipment over and upon said permanent sanitary sewer easement area as may be necessary for such construction, and over and upon the permanent easement during any periods of necessary repairs and maintenance.
3. No building or other structures shall be erected within the limits of the above described permanent sanitary sewer easement area by the Grantor, or their successors or assigns, however, Grantor or its successors or assigns shall continue to have the right to use the land in a manner not inconsistent with the rights conveyed to the Grantee, and in event it is necessary for the Grantee, its successors or assigns, to re-

enter upon the easement area to repair, maintain or replace the sanitary sewer and appurtenances, the Grantee agrees to restore the disturbed area to as close to its prior condition as reasonably possible.

4. A permanent right of entry upon said permanent sanitary sewer easement by Grantee's officials, employees, contractors, subcontractors or agents, including the equipment necessary for the construction, operation, repair, replacement or restoration of said sewer main and appurtenances.

IN EXECUTION WHEREOF, the Grantor has caused this deed to be executed by at least a majority of its Board of Trustees, on the date stated below, pursuant to Resolution Number 2024-111, adopted 8.20.24, 2024.

By: Lelle Hedding
Lelle Lutts Hedding, Trustee

By: Kristin Renae Malhotra
Kristin Renae Malhotra, Trustee

By: Julie L. Scitz
Julie L. Scitz, Trustee

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on the 20th day of August, 2024, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the persons known or proven to me to be Lelle Hedding, Kristin Malhotra, & Julie Scitz, Deerfield Twp Bd. of Trustees, Trustees of the Deerfield Township and acknowledged the signing and execution of said instrument is his or her free and voluntary act and deed, and pursuant to the Board's Resolution authorizing such act. This is not a jurat. This instrument is in compliance with R.C. 147.542 (D)(1).



Notary Public: Ben Lyder

IN EXECUTION WHEREOF, the Grantee has caused this Easement Agreement to be executed by its President or Vice-President, on the date stated below pursuant to Resolution No. 2024-91, adopted 8.20.24, 2024.

SIGNATURE: [Signature]
PRINTED NAME: _____
TITLE: President
DATE: 9.24.24

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on the 24 day of September, 2024, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be David G. Yang, President or Vice-President of the Warren County Board of County Commissioners, and whose name is subscribed hereto, and acknowledged the signing and execution of said instrument is his or her free and voluntary act and deed, and pursuant to the Board's Resolution authorizing such act. This is not a jurat. This notary is in compliance with R.C. 147.542 (D)(1).

Notary Public: Krystal Lynn Powell



KRYSTAL LYNN POWELL
NOTARY PUBLIC • STATE OF OHIO
Comm. No. 2021-RE-834386
My Commission Expires July 15, 2026

This instrument prepared by:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: Bruce A. McGary
By: Bruce A. McGary, Asst. Prosecutor

EXHIBIT A

[legal description]

Situated in Section 10, Town 4, Range 2, Deerfield Township, Warren County, Ohio, being part of a 9.815 acre tract as conveyed to Peter J. Countryman and Elizabeth J. Woodall by deed filed in the office of the Warren County, Ohio Recorder in O.R. 540, Page 005, being more particularly described as follows:

Commencing at the southeast corner of 1.10 acre tract as conveyed to The Board of Township Trustees of Deerfield Township by deed filed in the office of the Warren County, Ohio Recorder in O.R. 1411, Page 355, Parcel 8, said corner also being the intersection of Socialville Fosters Road (CR-32) and Old 3C Highway (CR-10); thence along the east line of said 1.10 acre tract, also being the centerline of said Old 3C Highway, N 0° 45' 00" E, 237.17' to the northeast corner of a 0.48 acre tract as conveyed to The Board of Township Trustees of Deerfield Township by deed filed in the office of the Warren County, Ohio Recorder in O.R. 1411, Page 355, Parcel 14, said corner also being the southeast corner of said 9.815 acre tract as conveyed to Peter J. Countryman and Elizabeth J. Woodall by deed filed in the office of the Warren County, Ohio Recorder in O.R. 540, Page 005, being the Real Point of Beginning of the parcel herein described;

Thence along the east line of said 9.815 acre tract, also being the centerline of said Old 3C Highway N 0° 45' 00" E, 105.00' to a northeast corner of said 9.815 acre tract, said corner also being the southeast corner of 0.492 acre tract as conveyed to Little Miami Inc. by deed filed in the office of the Warren County, Ohio Recorder in D.B. 441, Page 686;

Thence along the north line of said 9.815 acre tract, also being the south line of said 0.492 acre tract N 89° 05' 00" W, 50.00';

Thence leaving said lines by a new division line S 0° 45' 00" W, 103.02' to the south line of said 9.815 acre tract, also being the north line of said 0.48 acre tract;

Thence along the south line of said 9.815 acre tract, also being the north line of said 0.48 acre tract S 86° 49' 00" E, 50.05' to the Real Point of Beginning.

The above described parcel contains 0.1194 acres of land, more or less.

Deed Reference: O.R. Volume 2243, Page 78

Bearing Reference: O.R. Volume 540, Page 005.

The above legal description was prepared by Paul W. Pfennig, Jr., Ohio Registered Surveyor No. S-6694 for the purpose of creating a new parcel to be transferred between adjoining property owners and is not result of a field survey, as per grantor and grantee. A plat of survey titled "Parcel Split - Peter J. Countryman and Elizabeth J. Woodall Property", dated July 16, 2001, is filed in the Warren County Engineer's Record of Land Surveys in S.R. Volume 114, Plat No. 94.

Resolution

Number 24-1248

Adopted Date September 24, 2024

WAIVING PLAN REVIEW AND INSPECTION FEES FOR THE CITY OF MIDDLETOWN RENAISSANCE POINTE PROJECT

WHEREAS, the City of Middletown is constructing the Renaissance Pointe development located at the intersection of Union Road and State Route 122; and

WHEREAS, the aforementioned development will include the construction of water line improvements that will be built to Warren County standards and upon completion will be transferred to the county for ownership, operation, and maintenance; and

WHEREAS, the City of Middletown has submitted a written request to waive plan review and inspection fees associated with these water system improvements.

NOW THEREFORE BE IT RESOLVED, to waive plan review and inspection fees for the City of Middletown Renaissance Pointe Project.

BE IT FURTHER RESOLVED, that all water improvement work must be inspected by a representative of the Warren County Water and Sewer Department.

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Water/Sewer (file)
City of Middletown

Resolution

Number 24-1249

Adopted Date September 24, 2024

AUTHORIZING AMENDMENT NO. 2 TO THE MASTER SERVICE AGREEMENT WITH CHOICE ONE ENGINEERING FOR THE MULBERRY AND BROADWAY WATERMAIN REPLACEMENT PROJECT

WHEREAS, pursuant to Resolution #24-0838, adopted July 2, 2024, this Board entered into a Master Service Agreement with Choice One Engineering for professional engineering and survey services on an as-needed bases; and

WHEREAS, pursuant to Resolution #24-1163 , adopted September 3, 2024, this Board determined the necessity for the water main replacement along Mulberry and portions of Broadway and Sycamore Streets in the Village of Maineville; and

WHEREAS, pursuant to Resolution #24-1164, adopted September 3, 2024, this Board approved a revision to the general plan for waterworks facilities in the Warren County Water District to include water main replacement along Mulberry and portions of Broadway and Sycamore Streets in the Village of Maineville; and

WHEREAS, Choice One Engineering is currently working with the Village of Maineville and the Warren County Water and Sewer Department on the relocation of waterlines around culvert improvements on Sycamore and Mulberry Streets as part of an ongoing Ohio Public Works Commission (OPWC) project; and

WHEREAS, the Water and Sewer Department recommends the previously approved water main replacement work be included in the Choice One Engineering Master Service Agreement and said work shall be completed in conjunction with the Village's existing OPWC project.


NOW THEREFORE BE IT RESOLVED, to approve Amendment No. 2 to the Master Service Agreement with Choice One Engineering; as attached hereto and made a part hereof.

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Choice One Engineering
Water/Sewer (file)

**AMENDMENT NO. 2
MASTER SERVICE AGREEMENT**

THIS AMENDMENT NO. 2, effective on the date last executed by the Parties hereto, by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, on behalf of WARREN COUNTY, OHIO (hereinafter "County") and CHOICE ONE ENGINEERING, 8956 Glendale Milford Road, Suite 1, Loveland, Ohio 45140 (hereinafter called the "Consultant").

WHEREAS, the County and the Consultant entered into a Master Service Agreement on July 2, 2024 for professional engineering and survey services on an as-needed bases; and

WHEREAS, it is the desire of this Board to amend said Master Service Agreement to allow for professional services including the preparation of construction drawings, contract documents, and surveying services for the Mulberry and Broadway Watermain Replacement Project; and

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

SCOPE OF SERVICES

The contractual scope shall be modified as identified in the Consultant's proposal dated September 5, 2024 (Attachment 1), attached hereto and made a part hereof.

COUNTY RESPONSIBILITIES

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

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

SCHEDULE

The Consultant's additional services shall commence upon the execution of this Amendment by both the Consultant and the County. The project design shall be completed in accordance with the schedule provided in Attachment 1.

COMPENSATION

1. The Consultant's fee for all services performed pursuant to this Amendment shall be on a "per hour" basis for all labor incurred by the Consultant, in accordance with the July 2, 2024 Agreement.
2. Based on the scope of services as described in the Consultant's proposal dated September 5, 2024, total compensation for all additional services performed under this Amendment, and all direct reimbursable costs, shall not exceed \$57,150.00.
3. Payment of compensation shall be made to the Consultant within thirty (30) days after the receipt of an invoice from the Consultant.

TERMS & CONDITIONS

Except as provided herein, the July 2, 2024 Master Service Agreement shall remain binding and in force and effect in all other aspects. In the event any conflict or dispute arises between the July 2, 2024 Master Service Agreement and this Amendment No. 2, such conflict or dispute shall be resolved in accordance with the amended obligations set forth in this Amendment No. 2.

[the remainder of this page is intentionally left blank]

CONSULTANT:

IN EXECUTION WHEREOF, CHOICE ONE ENGINEERING has caused this Agreement to be executed by JACOB BERTKE, PROJECT MANAGER, on the date stated below, pursuant to a corporate resolution, authorizing the same.

CHOICE ONE ENGINEERING

SIGNATURE: _____

NAME: Jacob Bertke

TITLE: Project Manager

DATE: 9/6/2024

COUNTY:

IN EXECUTION WHEREOF, the Warren County Board of Commissioners has caused this Agreement to be executed by David G. Young, it President on the date stated below, pursuant to Board Resolution No. 24-1749, dated 9.24.24.

WARREN COUNTY BOARD OF COMMISSIONERS

SIGNATURE: * _____

NAME: David G. Young

TITLE: President

DATE: 9.24.24

Approved as to form:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

Adam Nice

By: Adam Nice, Asst. Prosecutor



Date
September 5, 2024

Attention
Kathryn Gilbert, P.E.

Address
Warren Co. Water & Sewer Dept.
406 Justice Drive
Lebanon, Ohio 45036

Subject
Proposal for Professional Services
Master Service Agreement for Waterline and Sanitary Sewer Design Services for 2024-2026
Amendment #2 - Mulberry and Broadway Water Main Replacement
Village of Maineville and Hamilton Township, Warren County, Ohio

Dear Ms. Gilbert:

Choice One Engineering Corporation appreciates the opportunity to provide a Proposal to the Warren County Water and Sewer Department for Amendment #2 to Choice One's Master Service Agreement for Waterline and Sanitary Sewer Design Services, for the **Mulberry and Broadway Water Main Replacement** project.

The following pages include our Project Notes, Scope of Work, and Compensation and Schedule for the subject project.

Thank you for considering Choice One Engineering. We look forward to working with the County on this important infrastructure project.

Sincerely,

A handwritten signature in black ink, appearing to read "Jacob L. Bertke".

Jacob L. Bertke, PE
Project Manager
jlb@choinceoneengineering.com
513-236-8554

W. Central Ohio/E. Indiana
440 E. Hoewlshter Rd.
Sidney, OH 45365
937.497.0200 Phone

S. Ohio/N. Kentucky
8956 Glendale Milford Rd., Suite 1
Loveland, OH 45140
513.239.8554 Phone

www.CHOICEONEENGINEERING.com



Proposal – Mulberry and Broadway Water Main Replacement

Project Details

- The project involves the design of approximately 3,500' of water main replacements for 1960's era water mains in the Village of Maineville and Hamilton Township, on the following streets:
 - Mulberry Street, between W. Foster-Maineville Rd. and the north end of Mulberry St.
 - Broadway Street, between Sycamore Street and Mulberry Street
 - Sycamore Street, between 8109 Sycamore Street and Broadway Street.
- Replacement water mains will likely match the sizes of the existing water mains, Mulberry Street and Broadway Street have 6" water mains and Sycamore Street has an 8" water main.
- All new water mains will be ductile iron and polywrapped.
- New fire hydrants and valves will be included. Tie-in details and abandonment details for existing water mains and appurtenances will be included.
- Water services and meter pits will be replaced with the projects. Meters will be reused or supplied by the County. All other parts to be supplied by the contractor.
- The main replacement design will be coordinated with culvert replacement design that Choice One is currently performing on Mulberry Street and Sycamore Street.
 - The water main design will be added to the current plan set for the culvert project and will be bid as one project with the culvert replacement.
 - A separate section will be supplied in the bid form for all work related to the water main replacement, to be covered by Warren County, separate from the work included in the OPWC funded culvert replacements.
- No Ohio EPA PWS Submittal will be required for the project, as it only involves main replacements exempt from submittal per OAC 3745-91-02(D).
- Water mains will be designed off the road if possible and cost effective and will be designed in right-of-way wherever possible.
- Easement descriptions and exhibits will be provided by Choice One if required. Any easement negotiations will be completed by Warren County or a third party if required.
- No geotechnical services are included in this scope of work.

Scope of Work

1. Survey & Basemap

- a. Contact Ohio Utilities Protection Service (OUPS) for underground utility locations.
- b. Perform necessary deed and plat research.
- c. Establish horizontal and vertical survey control for the project area based on State Plane coordinates and NAVD 88.
- d. Field reconnaissance and traverse of existing monumentation.
- e. Identify visible features from 10' beyond right-of-way for both sides including utilities and drainage.
- f. Inventory manholes and catch basins including type of construction, depth, pipe size, and condition. Dip "top of nut" depths on all applicable valve boxes.
- g. Locate underground utilities as marked by the appropriate utility companies.
- h. Obtain and review existing GIS mapping, aerial photography, property ownership information, water distribution information, and sewer system information from the Warren County Water and Sewer Department (WCWSD).
- i. Submit OUPS design tickets to obtain utility basemaps from other utility companies.
- j. The location of existing right-of-way lines is anticipated to be a factor for the project design. Boundary resolution of the properties along the route will be completed to show location of existing right-of-way lines, as well as adjacent property lines and easement lines based on existing monumentation, plats, deeds, and other readily available information.
- k. Provide one (1) foot contour intervals.
- l. Identify property owners by owner and parcel number.
- m. Completed topographic survey basemap shall be provided in AutoCAD format.

2. Preliminary Design

- a. Construction Drawings – Prepare detailed preliminary construction plans in accordance with the design requirements established by the "Rules and Regulations" of the Warren County Water and Sewer Department which shall include the following:
 - i. Design 30% Construction Plans to include:
 1. Title Sheet
 2. Plan and Profile (scale 1" = 20' horizontal, 1" = 5' vertical)
 - ii. Coordinate the alignment and location of the water mains with the WCWSD to insure compatibility with County requirements.
 - iii. 30% plans to show preliminary proposed water main locations, lie-in locations, and preliminary valve and hydrant locations.
 - iv. Submit plans to the Water and Sewer Department for review at the 30-percent and 90-percent design stages.
 - v. Submit 30% plans to utility companies for confirmation of utility locations, sizes, and depths, as required.
- b. Review Meetings – Shall include as a minimum:
 - i. Review Meetings with County staff to discuss plans and other documents at the 30-percent design submittals.

3. Final Design

- a. Construction Drawings – Prepare detailed construction plans in accordance with the design requirements established by the "Rules and Regulations" of the Warren County Water and Sewer Department which shall include the following:
 - i. Identify all known existing public and private utilities within the project area.
 - ii. Design Construction Plans to include:
 1. Title Sheet
 2. Schematic Plan
 3. General and MOT Notes and Details
 4. Warren County standard Water Main Notes and Details
 5. Plan and Profile (scale 1" = 20' horizontal, 1" = 5' vertical)
 6. Water Main Connection Details
 7. Restoration Details
 8. Erosion Control Details and Plans, as required
 - iii. Submit plans to the Water and Sewer Department for review at the 90-percent and final design stages.
 - iv. Submit 90% plans to utility companies for confirmation of utility locations, sizes, and depths, as required.
 - v. Contact the County Engineer, respective municipalities, and Roadway Departments regarding the location of the proposed improvements, extent of work within the roadway, and the methods of restoration.
- b. Review Meetings – Shall include as a minimum:
 - i. Review Meetings with County staff to discuss plans, specifications, and other documents at the 90-percent design submittals.
- c. Prepare and submit Engineer's opinion of probable construction cost based on the approved plans.
- d. Permits
 - i. No permitting assistance by Choice One is anticipated.
 - ii. Contractor will be responsible for obtaining right-of-way permits from Mainville and Hamilton Township, as required.

4. Easements

- a. Prepare a legal description metes and bounds and pictorial exhibits for permanent and/or temporary easements required for construction of the water main.
 - i. Easements shall be initially located in areas which results in the least damage and disruption of property.
 - ii. Modify legal descriptions and exhibits for each property as required by the County in the negotiation of the easements.
 - iii. Prepare easements on 8-1/2" x 11" drawings.
- b. Pricing is provided on a "per-easement" basis. Additional fees may be required if more than one (1) easement is required.

5. Public Meeting

- a. If requested, Choice One staff will attend and assist Warren County Water and Sewer Department and the Village with administering an "open house" style Public Input Meeting on the project, to allow residents to provide input and get questions answered on the impacts of the project.
- b. The meeting will be held after the proposed water main alignment is finalized.
- c. It is assumed the meeting will last 2-3 hours.
- d. Choice One will prepare visual aids for the meeting, which will include project "roll-out" and or poster boards showing the proposed waterline locations and providing other project details as required. Digital visual aids will be provided as requested.

6. Record Drawings

- a. Prepare and provide one (1) 24"x36" set of reproducible mylar record drawings showing those changes made during the construction process, based on marked up prints, drawings, field survey, and other data furnished by the County Inspector and contractor.
 - i. Record Drawings will meet Warren County standards.
 - ii. Draft Record Drawings will be provided to Warren County Water and Sewer for review prior to producing final mylars, as requested.

Compensation & Schedule

Compensation

Not-to-Exceed Fee Schedule	
TASK 1 - Survey & Basemap	\$10,400.00
TASK 2 - Preliminary Design	\$13,400.00
TASK 3 - Final Design	\$24,850.00
TASK 4 - Easements (Per Easement)	\$900.00
TASK 5 - Public Meeting	\$3,700.00
TASK 6 - Record Drawings	\$3,100.00
Reimbursables	\$800.00
Total	\$57,150.00

Schedule

Choice One will complete construction plans within 120 days after receipt of an executed Amendment.

Resolution

Number 24-1250

Adopted Date September 24, 2024

ENTERING INTO A CLASSROOM TRAINING AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to enter into Classroom Training Agreements with the following companies,
as attached hereto and made part hereof:

Sinclair Community College
444 W. Third St
Dayton, Ohio 45402

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – OhioMeansJobs Warren County
OhioMeansJobs (file)

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Sinclair Community College, an Ohio Community College and a Political Subdivision of the State of Ohio, 444 W. Third St, Dayton, OH 45402**, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the contractor may provide occupational skills training such as welding technologies and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2025. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to require immediate dismissal as per Contractor written policies in the course catalog.

10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

General Provisions:

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.
2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I) or (J) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I) and (J) of Ohio Revised Code Section 3517.13.

Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. Each party agrees to be liable for the acts and omissions of their respective officers, employees, and agents engaged in the scope of their employment arising under this Agreement.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect.

Signature Page

In witness whereof, the parties have executed this instrument on the date(s) indicated below:

Warren County Board of Commissioners

*

David G Young, President



9.24.24
Date

Contractor - Sinclair Community College

Authorized Contractor Signature

PAUL MURPHY - DIRECTOR OF BUSINESS SERVICES
Typed Name of Authorized Contractor

8-30-2024
Date

Approved as to form:

Adam Nice, Asst. Prosecutor

9/18/24
Date

Resolution

Number 24-1251

Adopted Date September 24, 2024

DECLARING VARIOUS ITEMS FROM COMMON PLEAS COURT, BOARD OF ELECTIONS, DRUG TASK FORCE, EMERGENCY SERVICES, ENGINEER'S OFFICE, FACILITIES MANAGEMENT, GARAGE, JUVENILE, MARY HAVEN, PROSECUTOR'S OFFICE, SHERIFF'S OFFICE, SOLID WASTE MANAGEMENT, TELECOMMUNICATIONS, AND WATER AND SEWER DEPARTMENT AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION


BE IT RESOLVED, to authorize disposal of various items from Board of Elections, Common Pleas Court, Drug Task Force, Emergency Services, Engineer's Office, Facilities Management, Garage, Juvenile, Mary Haven, Prosecutor's Office, Sheriff's Office, Solid Waste Management, Telecommunications, and Water and 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 – yea
Mrs. Jones – yea
Mr. Grossmann – yea

Resolution adopted this 24th day of September 2024.













BOARD OF COUNTY COMMISSIONERS


























Krystal Powell, Clerk












/jm









cc: 2024 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office

ID ↓	INV#	Photo	Short Desc	Status	Start Date	End Date	Shortcuts
5553	BOE240010		Lot of file cabinets	Ready for Review			<input type="text" value=""/>
5552	FAC240044		Lot of Gladiator Cabinets	Ready for Review			<input type="text" value=""/>
5551	FAC240043		Lot of desk parts and pieces	Ready for Review			<input type="text" value=""/>
5550	FAC240042		Two Push Mowers	Ready for Review			<input type="text" value=""/>
5549	JDC24004		Goalsetter Outdoor Basketball Hoop	Ready for Review			<input type="text" value=""/>
5548	FAC240041		John Deere series II 1545 Front Mower	Ready for Review			<input type="text" value=""/>
5547	JUV24012		8 Computers, 1 Monitor	Ready for Review			<input type="text" value=""/>
5546	JUV24011		11 Computers, 1 Monitor	Ready for Review			<input type="text" value=""/>
5545	FAC240040		Floor Jack	Ready for Review			<input type="text" value=""/>
5544	FAC240039		Stihl Weed Eater	Ready for Review			<input type="text" value=""/>
5543	FAC240037		DeWalt Pressure Washer	Ready for Review			<input type="text" value=""/>
5541	FAC240038		T3 Floor Cleaning Machine	Ready for Review			<input type="text" value=""/>

ID ↓	INV#	Photo	Short Desc	Status	Start Date	End Date	Shortcuts
5540	JDC24003		7 Computers, 1 Monitor	Ready for Review			<input type="text"/>
5539	MRY24006		13 Laptops	Ready for Review			<input type="text"/>
5538	MRY24005		4 Dell Monitors	Ready for Review			<input type="text"/>
5537	MRY24004		6 Computers	Ready for Review			<input type="text"/>
5536	ENG240007		John Deer with Bushwhacker	Ready for Review			<input type="text"/>
5535	ENG240006		Massey Furguson 6255	Ready for Review			<input type="text"/>
5534	ENG240005		Case 450C Dozer	Ready for Review			<input type="text"/>
5533	MRY24003		7 Computer Monitors	Ready for Review			<input type="text"/>
5532	MRY24002		8 Computers	Ready for Review			<input type="text"/>
5531	CPC 2408		10 CPUS, 2 HP PRINTERS, 1 KODAK SCANNER	Ready for Review			<input type="text"/>
5530	PRF240001		One (1) Compaq Armada M700 Laptop	Ready for Review			<input type="text"/>
5529	JUV24010		2 Dell Computers	Ready for Review			<input type="text"/>

ID ↓	INV#	Photo	Short Desc	Status	Start Date	End Date	Shortcuts
5528	SHF24502		Toughbooks, Computers, Keyboards, Mice, UPS, Printer, Camera	Ready for Review			<input type="text"/>
5527	TEL24032		(40) 6 FT VGA CABLES	Ready for Review			<input type="text"/>
5526	TEL24031		ERGONOMIC SOLUTIONS CRUISER TOUGHBOOK MOUNT	Ready for Review			<input type="text"/>
5525	TEL24030		GAMBER JOHNSON CF19 DOCK (NO/RF)	Ready for Review			<input type="text"/>
5524	TEL24029		EPIPHAN VGA BROADCASTER LITE	Ready for Review			<input type="text"/>
5523	TEL24028		ACTIONTEC MEGAPLUG 4-PORT ADAPTER	Ready for Review			<input type="text"/>
5522	TEL24027		(3) EVEGA NVIDIA GEFORCE 6200	Ready for Review			<input type="text"/>
5521	TEL24026		VIEWSONIC VX3276-MHD	Ready for Review			<input type="text"/>
5520	PRO240005		Lot of (2) Dell Computer Towers, (2) Dell Laptop Computers, (2) MS Surface Pro's, etc.	Ready for Review			<input type="text"/>
5519	PRO240004		Lot of (3) Dell Laptop Computers	Ready for Review			<input type="text"/>
5518	PRO240003		Lot of (6) Motorola XTS 2500 radios, (6) Impres chargers, (3) Motorola microphones	Ready for Review			<input type="text"/>

ID ↓	INV#	Photo	Short Desc	Status	Start Date	End Date	Shortcuts
5517	PRO240002		Lot of (3) HP LaserJet printers and (2) unopened toner cartridges	Ready for Review			<input type="text"/>
5516	PRD240002		(1) HP LaserJet 4050TN printer and (1) unopened toner cartridge	Ready for Review			<input type="text"/>
5515	PRD240001		Lot of (1) Dell Computer Tower and (2) Dymo LabelWriters	Ready for Review			<input type="text"/>
5514	GAR24031		ViewSonic Monitor	Ready for Review			<input type="text"/>
5513	GAR24030		Dell Computer	Ready for Review			<input type="text"/>
5512	SWM24001		Full size Filing Cabinets	Ready for Review	19 Aug 2024 02:05 PM ET	19 Dec 2024 02:05 PM ET	<input type="text"/>
5511	DTF24029		2009 Chevrolet Tahoe	Ready for Review			<input type="text"/>
5510	SHF24028		2014 Ford Explorer	Ready for Review			<input type="text"/>
5509	SHF24027		2013 Chevrolet Tahoe	Ready for Review			<input type="text"/>
5508	SHF24026		2011 Ford Crown Victoria	Ready for Review			<input type="text"/>
5507	EMA240003		Several Laptops w/cords & 2 TaraStation external hard drives	Ready for Review			<input type="text"/>

ID ↓	INV#	Photo	Short Desc	Status	Start Date	End Date	Shortcuts
5506	EMA240002		Monitors, Scanner, PC, Surface Books, GPS	Ready for Review			<input type="text"/>
5505	EMA240001		5 smart board TV/Monitors	Ready for Review			<input type="text"/>
5504	CPC 2407		CPUS, MONITORS, PRINTERS, SURFACE PRO, MONITOR STANDS & SPEAKER	Ready for Review			<input type="text"/>
5502	SHF24024		2013 Chevrolet Tahoe	Ready for Review			<input type="text"/>
5501	SHF24023		2016 Ford Explorer	Ready for Review			<input type="text"/>
5500	DTF24022		2007 Mazda Mazda6	Ready for Review			<input type="text"/>
5499	WAT24021		2001 Ford Econoline	Ready for Review			<input type="text"/>
5496	WAT24018		2008 Chevrolet Colorado	Ready for Review			<input type="text"/>

Resolution

Number 24-1252

Adopted Date September 24, 2024

TRANSFERRING VEHICLES AND VEHICLE EQUIPMENT NO LONGER BEING UTILIZED BY THE WARREN COUNTY SHERIFF'S OFFICE TO HARVEYSBURG POLICE DEPARTMENT AND HARLAN TOWNSHIP

WHEREAS, the Warren County Sheriff's Office has determined they no longer need the following equipment currently in their inventory; and

WHEREAS, the Harveysburg Police Department and Harlan Township, have indicated that they have a need and could use said listed equipment; and

NOW THEREFORE BE IT RESOLVED, to transfer the following equipment as follows:

Harveysburg Police Department, 79 W. Main Street, Harveysburg, Ohio 45032

2016 Ford PI-Utility, VIN# 1FM5K8AR2GGB65606
Prisoner Partition
Lightbar
Computer Dock

Harlan Township, 9120 Morrow Rossburg Road, Pleasant Plain, Ohio 45162

2013 Chevrolet Tahoe VIN # 1GNSK2E01DR226595

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Sheriff (file)
Auditor's Office – B. Quillen

Resolution

Number 24-1253

Adopted Date September 24, 2024

ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 9/17/24 and 9/19/24 as attached hereto and made a part hereof.

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor
Commissioners' file
Press

Resolution

Number 24-1254

Adopted Date September 24, 2024

ENTERING INTO STREET AND APPURTENANCES SECURITY AGREEMENT WITH LAMONTE HOLDINGS, LTD FOR INSTALLATION OF CERTAIN IMPROVEMENTS FOR LOCUST GROVE AT COUNTY BROOK NORTH, SECTION 4 SITUATED IN CLEARCREEK TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	: 24-015 (P)
Development	: Locust Grove at Country Brook North Section 4
Developer	: Lamonte Holdings, LTD
Township	: Clearcreek
Amount	: \$4,102.02
Surety Company	: Erie Insurance Company

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

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

STREETS AND APPURTENANCES

Security Agreement No.

24-015(P)

This Agreement made and concluded at Lebanon, Ohio, by and between Lamonte Holdings, LTD
(1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Erie Insurance Co. (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Locust Grove at
Country Brook North Subdivision, Section/Phase 4 (3) (hereinafter the "Subdivision") situated in
Clearcreek (4) Township, Warren County, Ohio, in accordance with the Warren County
Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$20,510.08
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$1,541.00; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide performance security to the County Commissioners in the sum
of \$4,102.02 to secure the performance of the construction of the
uncompleted or unapproved Improvements in accordance with Warren County subdivision
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is
inserted herein, the minimum performance security shall be twenty percent (20%) of the
total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners, to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide maintenance security to the County Commissioners in the sum of \$4,102.02 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.

13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

LAMONTE HOLDINGS LTD

ATTN: JASON LINCOLN

PO BOX 1048

SPRINGBORO, OH 45066

Ph. (937) 304 - 1149

D. To the Surety:

Erie Insurance Co

100 Erie Insurance Pl, Erie PA

Baughn Insurance Group

Ph. (837) 433 9700

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

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

___ Certified check or cashier's check (attached) (CHECK # _____)

___ Original Letter of Credit (attached) (LETTER OF CREDIT # _____)

___ Original Escrow Letter (attached)

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

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

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

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

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

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

DEVELOPER:

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

SIGNATURE: 

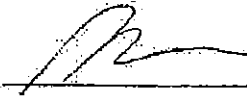
PRINTED NAME: JASON E LINCOLN

TITLE: MANAGER

DATE: 9/12/2024

SURETY:

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

SIGNATURE: 

PRINTED NAME: Dale Winters

TITLE: Attorney in Fact

DATE: 9/12/2024

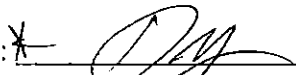
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17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety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

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

DEVELOPER:

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

SIGNATURE: 

PRINTED NAME: David G. Yang

TITLE: President

DATE: 9.24.24

SURETY:

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

SIGNATURE: 

PRINTED NAME: Dale Winters

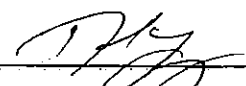
TITLE: Attorney in Fact

DATE: 9/12/2024

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 24-1264, dated 10-24-24.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: David G. Gorka

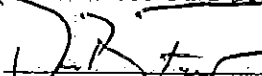
TITLE: President

DATE: 10-24-24

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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



LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That ERIE INSURANCE COMPANY, a corporation duly organized under the laws of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint

..... Michael W. Baughn, Cathy Hopkins, Dale Winters, Mary Snider, Ven Baughn and Matthew Baughn

individually, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, any and all bonds and undertakings of suretyship.

..... each in a penalty not to exceed the sum of five hundred thousand dollars (\$500,000.00).

And to bind ERIE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings, obligatory in the nature thereof, were signed by the appropriate officer of ERIE INSURANCE COMPANY and sealed and attested by one or more of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

The Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of ERIE INSURANCE COMPANY on the 2nd day of September, 2016, and said Resolutions have not been amended or repealed:

RESOLVED, that the Chief Executive Officer, or any Senior Vice President or Vice President shall have power and authority to: (a) Appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and; (b) Remove any such Attorney-in-Fact at any time and revoke the power and authority given to him or her.

RESOLVED, that Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

This Limited Power of Attorney is signed and sealed by facsimiles under and by virtue of the following Resolution adopted by the Board of Directors of ERIE INSURANCE COMPANY on the 2nd day of September, 2016, and said Resolution has not been amended or repealed:

RESOLVED, that the signature of Timothy G. NeCastro, as Chief Executive Officer of the Company, and the Seal of the Company may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof, and the signature of Brian W. Bolash, as Secretary of the Company, the Seal of the Company, the signature of Sheila M. Hirsch, as Notary Public, and her notarial seal, may also be affixed by the following facsimiles to any certificate of acknowledgment of any such Limited Power of Attorney, and only under such circumstances shall said facsimiles be valid and binding on the Company.

IN WITNESS WHEREOF, ERIE INSURANCE COMPANY has caused these presents to be signed by its Chief Executive Officer, and its corporate seal to be hereto affixed this 18th day of October, 2016:



Timothy G. NeCastro
Timothy G. NeCastro
Chief Executive Officer

COMMONWEALTH OF PENNSYLVANIA } ss.
COUNTY OF ERIE

On this 18th day of October, 2016, before me personally came Timothy G. NeCastro, to me known, who being by me duly sworn, did depose and say: that he is Chief Executive Officer of ERIE INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the Seal of said corporation; that the Seal affixed to the said instrument is such corporate Seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Sheila M. Hirsch
My commission expires June 27, 2024
Notary Public

CERTIFICATE

I, Brian W. Bolash, Secretary of ERIE INSURANCE COMPANY, do hereby certify that the original LIMITED POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is still in full force and effect as of the date herein.

In witness whereof, I have hereunto subscribed my name and affixed corporate Seal of the Company by facsimiles pursuant to the action of the Board of Directors of the Company.



Brian W. Bolash
Brian W. Bolash, Secretary

this 18th day of October 2016

Resolution

Number 24-1255

Adopted Date September 24, 2024

ENTERING INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH LAMONTE HOLDINGS, LTD FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN LOCUST GROVE AT COUNTRY BROOK NORTH, SECTION 4, SITUATED IN CLEARCREEK TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	24-014 (W/S)
Development	:	Locust Grove at County Brook North, Phase 4
Developer	:	Lamonte Holdings, LTD
Township	:	Clearcreek
Amount	:	\$1,085
Surety Company	:	Erie Insurance Company

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cgb

cc: Lamonte Holdings LTD, ATTN: Jason Lincoln, P.O. Box 1048, Springboro, OH 45066
Erie Insurance Company, 100 Erie Insurance Place, Erie PA
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

24-014 (W/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Lamonte Holdings LTD
(1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Erle Insurance Co. (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Locust Grove at
Country Brook North Subdivision, Section/Phase 4 (3) (hereinafter the "Subdivision"); situated in
Clearcreek (4) Township, Warren County, Ohio, in accordance with the Warren County
Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$10,850
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
~~\$0.00~~ 0.00 (JEL); and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum
of \$1,085 to secure the performance of the construction of the
uncompleted or unapproved Improvements in accordance with Warren County subdivision
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is
inserted herein, the minimum performance security shall be ten percent (10%) of the total
cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide maintenance security to the County Commissioners in the sum of \$1,085 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.

13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

LAMONTE HOLDINGS LTD

ATTN: JASON LINCOLN

PO BOX 1048

SPRINGBORO, OH 45066

Ph. (937) 304 1149

D. To the Surety:

Erie Insurance Co

100 Erie Insurance Pl, Erie PA

Baughn Insurance Co

Ph: (937) 433 9700

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

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

Certified check or cashier's check (attached) (CHECK # _____)

Original Letter of Credit (attached) (LETTER OF CREDIT # _____)

Original Escrow Letter (attached)

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

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

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

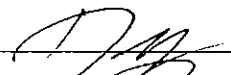
16. In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.

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

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

DEVELOPER:

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

SIGNATURE: *  _____

PRINTED NAME: David G. Yang

TITLE: President

DATE: 9.24.24

SURETY:

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

SIGNATURE:  _____

PRINTED NAME: Dale Winters

TITLE: Attorney in Fact

DATE: 9/12/2024

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

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

DEVELOPER:

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

SIGNATURE: 

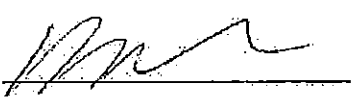
PRINTED NAME: JASON E LINCOLN

TITLE: MANAGER

DATE: 9/12/2024

SURETY:

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

SIGNATURE: 

PRINTED NAME: Dale Winters

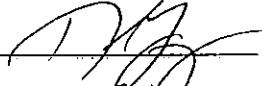
TITLE: Attorney in Fact

DATE: 9/12/2024

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 24-1255, dated 9-24-24.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: David E. Gung

TITLE: President

DATE: 9-24-24

RECOMMENDED BY:

By: 
SANITARY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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



LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That ERIE INSURANCE COMPANY, a corporation duly organized under the laws of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint

Michael W. Baughn, Cathy Hopkins, Dale Winters, Mary Snider, Ven Baughn and Mathew Baughn

individually, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed; any and all bonds and undertakings of suretyship.

each in a penalty not to exceed the sum of five hundred thousand dollars (\$500,000.00).

And to bind ERIE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by the appropriate officer of ERIE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

The Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of ERIE INSURANCE COMPANY on the 2nd day of September, 2016, and said Resolutions have not been amended or repealed:

RESOLVED, that the Chief Executive Officer, or any Senior Vice President or Vice President shall have power and authority to: (a) Appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and, (b) Remove any such Attorney-in-Fact at any time and revoke the power and authority given to him or her;

RESOLVED, that Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

This Limited Power of Attorney is signed and sealed by facsimiles under and by virtue of the following Resolution adopted by the Board of Directors of ERIE INSURANCE COMPANY on the 2nd day of September, 2016, and said Resolution has not been amended or repealed:

RESOLVED, that the signature of Timothy G. NeCastro, as Chief Executive Officer of the Company, and the Seal of the Company may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof and the signature of Brian W. Bolash, as Secretary of the Company, the Seal of the Company, the signature of Sheila M. Hirsch, as Notary Public, and her notarial seal, may also be affixed by the following facsimiles to any Certificate of Acknowledgment of any such Limited Power of Attorney, and only under such circumstances shall said facsimiles be valid and binding on the Company.

IN WITNESS WHEREOF, ERIE INSURANCE COMPANY has caused these presents to be signed by its Chief Executive Officer, and its corporate seal to be hereto affixed this 18th day of October, 2016.



Signature of Timothy G. NeCastro, Chief Executive Officer

COMMONWEALTH OF PENNSYLVANIA } ss. COUNTY OF ERIE

On this 18th day of October, 2016, before me personally came Timothy G. NeCastro, to me known, who being by me duly sworn, did depose and say: that he is Chief Executive Officer of ERIE INSURANCE COMPANY, the corporation described in and which executed the above instrument, that he knows the Seal of said corporation, that the Seal affixed to the said instrument is such corporate Seal, that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Signature of Sheila M. Hirsch, Notary Public

CERTIFICATE

I, Brian W. Bolash, Secretary of ERIE INSURANCE COMPANY, do hereby certify that the original LIMITED POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is still in full force and effect as of the date below.

In witness whereof, I have hereunto subscribed my name and affixed corporate Seal of the Company by facsimiles pursuant to the action of the Board of Directors of the Company.



Signature of Brian W. Bolash, Secretary

On this 13th day of Dec 2014

Resolution

Number 24-1256

Adopted Date September 24, 2024

APPROVING VARIOUS RECORD PLATS

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

- Locust Grove at Country Brook North Section 4 Final Plat – Clearcreek Township

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Plat File
RPC

Resolution

Number 24-1257

Adopted Date September 24, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND
#11011150

BE IT RESOLVED, to approve the following appropriation adjustment in order to process a vacation leave payout for Hannah Mullins, former employee of the Prosecutor's Office:

\$750.00	from	#11011150-5820	(Genl Pros Health & Life Ins)
	into	#11011150-5882	(Genl Pros Vac Leave Payout)

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

MRB/

cc: Auditor
Appropriation Adjustment file
Prosecutor (file)
OMB

Resolution

Number 24-1258

Adopted Date September 24, 2024

APPROVING AN APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF'S OFFICE- CORRECTIONS FUND #11012210

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Warren County Sheriff's Office - Corrections fund #11012210 in order to process a vacation payout for Brittni Holman, former employee of WCSO - Corrections:

\$7,663.00 from #11011110-5882 (Genl BOCC - Vacation Leave Payout)
 into #11012210-5882 (Sheriff DET-Vacation Leave Payout)

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

Mr. Young - yea
Mrs. Jones - yea
Mr. Grossmann - yea

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adjustment file
WCSO - Corrections (file)
OMB

Resolution

Number 24-1259

Adopted Date September 24, 2024

APPROVING APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO BUILDING AND ZONING FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Building and Zoning fund #11012300 in order to process a vacation payout for Gary Hubbs, former employee of Building and Zoning:

\$25,533.00 from #11011110-5882 (Genl BOCC – Vacation Leave Payout)
into #11012300-5882 (Building and Zoning –Vacation Leave Payout)

\$10,895.00 from #11011110-5881 (Genl BOCC – Sick Leave Payout)
into #11012300-5881 (Building and Zoning –Sick Leave Payout)

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 24-1260

Adopted Date September 24, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN COMMISSIONERS FUND
#11011110

BE IT RESOLVED, to approve the following appropriation adjustment within the
Commissioners Fund #11011110:

\$ 6,000.00 from #11011110-5840 (Genl BOCC Unemployment Comp)
 into #11011110-5940 (Genl BOCC Travel)

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adjustment file
OMB (file)

Resolution

Number 24-1261

Adopted Date September 24, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN THE CLERK OF COURTS
GENERAL FUND #11011260

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 20,000.00 from #11011260-5210 (Material & Supplies)
into #11011260-5421 (Rent or Lease)

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 24-1262

Adopted Date September 24, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN FACILITIES
MANAGEMENT GENERAL FUNDS #11011600

BE IT RESOLVED, to approve the following appropriation adjustment:

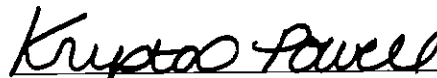
\$40,000.00 from #11011600-5317 (Non-Capital Purchases)
into #11011600-5400 (Purchased Services)

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation adjustment file
Facilities (file)

Resolution

Number 24-1263

Adopted Date September 24, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND #11012200

BE IT RESOLVED, to approve the following appropriation adjustments within Warren County Sheriff's Office Fund #1101:

\$10,000.00	from	11012200 5223	(Gas & Oil – Operating Supplies)
	into	11012200 5850	(Sheriff Training/Education)

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adjustment file
Sheriff's Office (file)
OMB

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

Resolution

Number 24-1264

Adopted Date September 24, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND
#11012211

BE IT RESOLVED, to approve the following appropriation adjustment within Warren County
Sheriff's Office Fund #1101:

\$1.00	from	11012211 5871	(Medicare)
	into	11012211 5820	(Health & Life Insurance)

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adjustment file
Sheriff's Office (file)
OMB

Resolution

Number 24-1265

Adopted Date September 24, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN EMERGENCY SERVICES /
COMMUNICATIONS FUND #11012850

BE IT RESOLVED, to approve the following appropriation adjustment:

\$15,000.00	from #11012850 5102	(Salaries)
	Into #11012850 5371	(Software – Data Board Approval)

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adjustment file
Emergency Services (file)
OMB

Resolution

Number 24-1266

Adopted Date September 24, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN HUMAN SERVICES FUND
#2203

BE IT RESOLVED, to approve the following appropriation adjustment within Human Services
fund 22035310:


\$ 15,000.00 from 22035310-5317 (Non-Capital Purchase)
\$ 15,000.00 into 22035310-5400 (Purchased Services)

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor ✓
Appropriation Adjustment file
Human Services (file)

Resolution

Number 24-1267

Adopted Date September 24, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN DEVELOPMENTAL DISABILITIES FUND #2205

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 10,000.00	from	#22056710-5210	(Material & Supplies)
\$ 25,725.00	from	#22056710-5317	(Non-Capital Purchase)
\$ 80,000.00	from	#22056710-5430	(Utilities)
\$ 30,000.00	from	#22056710-5460	(Insurance)
\$250,000.00	from	#22056710-5820	(Health and Life Insurance)
\$ 95,000.00	from	#22056710-5830	(Workers Compensation)
\$475,000.00	from	#22056710-5910	(Other Expense)
\$ 15,000.00	from	#22056710-5911	(Non- taxable Meal Fringe)
\$ 40,000.00	from	#22056710-5940	(Travel)
\$150,000.00	into	#22056710-5102	(Regular Salaries)
\$ 5,000.00	into	#22056710-5104	(Teachers)
\$837,550.00	into	#22056710-5400	(Purchased Services)
\$ 25,000.00	into	#22056710-5811	(PERS)
\$ 1,000.00	into	#22056710-5815	(STRS)
\$ 2,175.00	into	#22056710-5871	(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 – yea
Mrs. Jones – yea
Mr. Grossmann – yea

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
Developmental Disabilities (file)

Resolution

Number 24-1268

Adopted Date September 24, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN THE OHIO MEANS JOBS
WARREN COUNTY FUND #2258

BE IT RESOLVED, to approve appropriation adjustments within the OhioMeansJobs Warren
County Fund # 22585800.

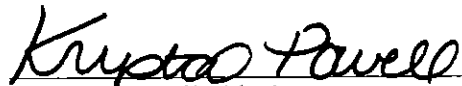
\$ 30,000.00	from	22585800-5102	(Regular Salaries)
\$ 5,000.00	from	22585800-5820	(Health & Life Insurance)
\$ 5,000.00	from	22585800-5910	(Other Expense)
\$ 40,000.00	into	22585800-5663	(Classroom Training Adults)

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor _____
Appropriation Adjustment file
OhioMeansJobs (file)

24-1269

September 24, 2024

Resolution

Number _____

Adopted Date _____

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES
FUND #2273

BE IT RESOLVED, to approve the following appropriation adjustment:

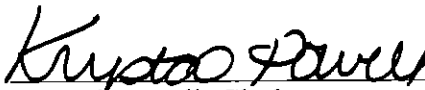
\$1,500.00 from #227351005910 (Other Expense)
 into #227351005911 (Non Taxable Meal Fringe)

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

Jc/appadj

cc: Auditor _____
Appropriation Adj. file
Children Services (file)

Resolution

Number 24-1270

Adopted Date September 24, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND #2285

BE IT RESOLVED, to approve the following appropriation adjustment within Warren County Sheriff's Office Fund #2285:


\$1.00	from	22852200 5871	(Medicare)
	into	22852200 5820	(Health & Life Insurance)

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adjustment file
Sheriff's Office (file)
OMB

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

Resolution

Number 24-1271

Adopted Date September 24, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #4492

BE IT RESOLVED, to approve the following appropriation adjustment:

\$118,000.00 From #4492-3814-5320 (Capital Purchases)

 Into #4492-3819-5370 (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 – yea

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
 Appropriation adjustment file
 Telecom

Resolution

Number 24-1272

Adopted Date September 24, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND #6630

BE IT RESOLVED, to approve the following appropriation adjustment within Warren County Sheriff's Office Fund #6630:

\$1.00	from	66302260 5871	(Medicare)
	into	66302260 5820	(Health & Life Insurance)

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adjustment file
Sheriff's Office (file)
OMB

Resolution

Number 24-1273

Adopted Date September 24, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN WORKERS COMP FUND
#6636

BE IT RESOLVED, to approve the following appropriation adjustments:

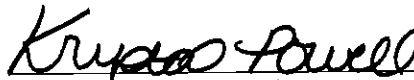
\$ 1,600.00 from #66360110-5830 (Worker Comp – Workers Compensation)
into #66360110-5400 (Worker Comp – Purchased Services)

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
OMB (file)

Resolution

Number 24-1274

Adopted Date September 24, 2024

APPROVING REQUISITIONS AND AUTHORIZING THE COUNTY ADMINISTRATOR
TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount	
ENG	W E SMITH CONSTRUCTION	ENG.2024 HAMILTON RD DRILLED P	\$ 184,857.00	* bid project/ contract in packet
WAT	CHOICE ONE ENGINEERING	WAT KG 3246 MULB & BWAY WTRMN	\$ 57,150.00	* RFO/ contract in packet
WAT	XYLEM WATER SOLUTIONS USA INC	SEW PUMP REPLACEMENT FOR VILLA	\$ 41,684.00	* capital purchase/ sole source
WAT	JAY V JOHNSTON	WAT KIP 740 C PRINTER FOR OFFI	\$ 25,495.00	* capital purchase/ obtained 3 quotes
ENG	DUKE ENERGY OHIO INC	ENG TOWNSHIP LINE RELOCATION O	\$ 81,239.00	* capital purchase
FAC	BBC DISTRIBUTING LLC	FAC STEAMERS FOR JAIL	\$ 42,284.94	* capital purchase/ obtained 3 quotes
TEL	VERTIV CORPORATION	TEL VERTIV UPS SERVICE RENEWAL	\$ 17,357.68	* contract in packet

PO CHANGE ORDERS

Department	Vendor Name	Description	Amount	
ENG	FISHBECK	ENG SERV CONRCT MMM BRIDGE	\$ 10,000.00	* increase/ contract in packet
WAT	NATIONAL WATER SERVICES	WAT MIDD JNCTN DRL PROJ	\$ 13,725.00	* increase/ contract in packet

9/24/24 APPROVED BY:



Martin Russell, County Administrator

Resolution

Number 24-1275

Adopted Date September 24, 2024

ACCEPTING THE TRANSFER AND CONVEYANCE OF UNUSED REAL ESTATE OWNED BY DEERFIELD TOWNSHIP BOARD OF TRUSTEES

WHEREAS, this Board operate and maintain the Fosters Sanitary Sewer Lift Station which is located within an easement on real estate owned by Deerfield Township; and

WHEREAS, the Warren County Water and Sewer Department will construct improvements to the lift station and sanitary sewers involving areas outside the existing easement; and

WHEREAS, to facilitate the improvements the Deerfield Township Board of Trustees has executed Quit Claim Deeds conveying two parcels to the Warren County Board of County Commissioners:

Parcel #	Auditor Account No	Area (acres)
06-10-351-006	0903329	0.48
06-10-351-007	0907685	1.10

NOW THEREFORE BE IT RESOLVED, to accept the transfer and conveyance of unused real estate owned by the Deerfield Township Board of Trustees.

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Water/Sewer (file)
Recorder (certified)



Statement of Reason for Exemption From Real Property Conveyance Fee

DTE 100EX
Rev. 1/14

Ohio Revised Code section 319.202 and 319.54(G)(3)

FOR COUNTY AUDITOR'S USE ONLY

Date	Co. no. 83	Number
Instr.	Tax. district no.	Tax list
Land	Bldg.	Total

DTE code number _____ Split/new plat Remarks _____
 Property located in _____ taxing district
 Name on tax duplicate _____ Tax duplicate year _____
 Acct. or permanent parcel no. _____ Map book _____ Page _____
 Description _____

The Following Must Be Completed by Grantee or His/Her Representative

Type or print all information. See instructions on reverse.

1. Grantor's name BOARD OF TRUSTEES OF DEERFIELD TOWNSHIP Phone (513) 314-8354
2. Grantee's name WARREN COUNTY BOARD OF COUNTY COMMISSIONERS Phone (513) 314-8354
 Grantee's address 406 JUSTICE DRIVE
3. Address of property 7943 OLD 3'C HIGHWAY, MAINEVILLE, OH 45039
4. Tax billing address 406 JUSTICE DRIVE, LEBANON, OH 45036

5. No conveyance fees shall be charged because the real property is transferred:
- a) to or from the United States, this state or any instrumentality, agency or political subdivision of the United States or this state.
 - b) solely in order to provide or release security for a debt or obligation.
 - c) to confirm or correct a deed previously executed and recorded.
 - d) to evidence a gift, in any form, between husband and wife, or parent and child, or the spouse of either.
 - e) on sale for delinquent taxes or assessments.
 - f) pursuant to court order, to the extent that such transfer is not the result of a sale effected or completed pursuant to such order.
 - g) pursuant to a reorganization of corporations or unincorporated associations or pursuant to the dissolution of a corporation, to the extent that the corporation conveys the property to a stockholder as a distribution in kind of the corporation's assets in exchange for the stockholder's shares in the dissolved corporation.
 - h) by a subsidiary corporation to its parent corporation for no consideration, nominal consideration or in sole consideration of the cancellation or surrender of the subsidiary's stock.
 - i) by lease, whether or not it extends to mineral or mineral rights, unless the lease is for a term of years renewable forever.
 - j) when the value of the real property or interest in real property conveyed does not exceed \$100.
 - k) of an occupied residential property being transferred to the builder of a new residence when the former residence is traded as part of the consideration for the new residence.
 - l) to a grantee other than a dealer in real property, solely for the purpose of and as a step in, its prompt sale to others.
 - m) to or from a person when no money or other valuable and tangible consideration readily convertible into money is paid or to be paid for the real estate and the transaction is not a gift. (must attach an affidavit of facts)
 - n) to an heir or devisee, between spouses or to a surviving spouse, from a person to himself and others, to a surviving tenant, or on the death of a registered owner.
 - o) to a trustee acting on behalf of minor children of the deceased.
 - p) of an easement or right-of-way when the value of the interest conveyed does not exceed \$1,000.
 - q) of property sold to a surviving spouse pursuant to Ohio Revised Code section (R.C.) 2106.16.
 - r) to or from an organization exempt from federal income under Internal Revenue Code section 501(c)(3), provided such transfer is without consideration and is in furtherance of the charitable or public purpose of such organization.
 - s) among the heirs at law or devisees, including a surviving spouse of a common decedent, when no consideration in money is paid or to be paid for the real property.
 - t) to a trustee of a trust, when the grantor of the trust has reserved an unlimited power to revoke the trust.
 - u) to the grantor of a trust by a trustee of the trust, when the transfer is made to the grantor pursuant to the exercise of the grantor's power to revoke the trust or to withdraw trust assets.
 - v) to the beneficiaries of a trust if the fee was paid on the transfer from the grantor of the trust to the trustee or pursuant to trust provisions that became irrevocable at the death of the grantor.
 - w) to a corporation for incorporation into a sports facility constructed pursuant to R.C. section 307.696[307.69.6].
 - x) between persons pursuant to R.C. section 5302.18.
 - y) from a county land reutilization corporation organized under R.C. section 1724 to a third party.
6. Has the grantor indicated that this property is entitled to receive the senior citizen, disabled person or surviving spouse homestead exemption for the preceding or current year? Yes No If yes, complete form DTE 101.
 7. Has the grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No If yes, complete form DTE 102.
 8. Application for owner-occupancy (2.5% on qualified levies) reduction. (Notice: Failure to complete this application prohibits the owner from receiving this reduction until another proper and timely application is filed.) Will this property be grantee's principal residence by Jan. 1 of next year? Yes No If yes, is the property a multi-unit dwelling? Yes No

I declare under penalties of perjury that this statement has been examined by me and to the best of my knowledge and belief it is a true, correct and complete statement.

Signature of grantee or representative *Matt Nolan* Date 09/25/2024

MATT NOLAN, WARREN COUNTY AUDITOR

Quit-claim deed
(R.C. § 5302.11)

Know All Men by These Presents,

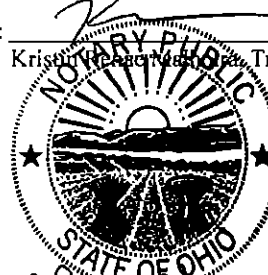
The BOARD OF TOWNSHIP TRUSTEES OF DEERFIELD TOWNSHIP, an Ohio township and political subdivision, the "Grantor" herein, for valuable consideration paid, grants to the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, the Grantee herein, whose tax mailing address is 406 Justice Drive, Lebanon, Ohio 45036, all rights, title and interest Grantor has in the Real Estate particularly described on Exhibit "A" attached hereto and made a part hereof.

IN EXECUTION WHEREOF, the Grantor has caused this deed to be executed by at least a majority of its Board of Trustees, on the date stated below, pursuant to Resolution Number 2024-41, adopted 8-20-24.

By: [Signature]
Julie Lutts Hedding, Trustee

By: [Signature]
Kristin Mahotra, Trustee

By: [Signature]
Julie L. Seitz, Trustee



BENJAMIN J YODER, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03 O.R.C.

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on the 20th day of August, 2024, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the persons known or proven to me to be Julie Hedding, Kristen Mahotra, and Julie Seitz, Deerfield Twp. Bd of Trs. Trustees, and whose names are subscribed hereto, and acknowledged the signing and execution of said instrument is his or her free and voluntary act and deed, and pursuant to the Board's Resolution authorizing such act. This is not a jurat. This notary is in compliance with R.C. 147.542 (D)(1).

Notary Public: [Signature]

[SEAL]

This instrument was prepared by:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

[Signature]
By: Bruce A. McGary, Assl. Prosecutor

EXHIBIT "A"
[legal descriptions]

Parcel No. 16-10-351-006
Auditor's Acct. No. 0903329
Property Address: 7943 Old 3'C Highway, Maineville, OH 45039

Situated in Deerfield Township, Warren County, Ohio, in fractional Section 10, Town 4, Entire Range 2, between the Miami Rivers and beginning in the center of the turnpike road, South 1° East, 30 feet from a stone and running thence from said place of beginning, South 1° East, with the center of said road, 1.18 chains to a stone in the center of said road which is 20 feet South of the store formerly on the lot by this deed conveyed; thence South 88-1/2° West, 4.12 chains to a stone; thence North 1° West, parallel with the center line of said road, 1.18 chains to a stone; thence North 88-1/2° East, 4.12 chains to the place of beginning. Containing **0.48 of an acre of land.**

Subject to easements, legal highways and rights of way; building, zoning, access management and other local laws and regulations.

Prior instrument reference: O.R. Vol. 1411, Page 355.

Parcel No. 16-10-351-007
Auditor's Acct No. 0907685
Property Address: 7953 Old 3'C Highway, Maineville, OH 45039

Situated in Section 10, Town 4 East, Range 2 North, Deerfield Township, Warren County, Ohio, bounded and described as follows:

Beginning at a spike at the intersection of the center lines of County Road No. 32 and No. 10; thence with the center of County Road No. 10, North 0°, 45' East, 159.32 feet to a spike, a corner to the lands of Herbert Hoppe; then with this line, North 89° 3' West, 275.41 feet to a stone; thence South 2° 26' West, 148.30 feet to a spike in the center of County Road No. 32; thence with the center of said road, South 74° 1' East, 99.50 feet to a spike; thence still with said road North 86° 21' East, 184.30 feet to the place of beginning. Containing **1.10 acres of land.**

Subject to easements, legal highways and rights of way; building, zoning, access management and other local laws and regulations.

Prior instrument reference: O.R. Vol. 1411, Page 355.

First Reading: August 20, 2024
Second Reading: N/A

RESOLUTION NO. 2024-41

**BOARD OF TRUSTEES, DEERFIELD TOWNSHIP
WARREN COUNTY, OHIO**

**RESOLUTION AUTHORIZING THE TRANSFER AND CONVEYANCE OF UNUSED
TOWNSHIP-OWNED REAL PROPERTY TO THE WARREN COUNTY BOARD OF
COMMISSIONERS NECESSARY FOR THE EXPANSION OF THE LOWER LITTLE
MIAMI LIFT STATION AND DECLARING AN EMERGENCY**

WHEREAS, Ohio Revised Code 505.10(A)(5) allows Ohio boards of township trustees, having title to real property, to authorize the transfer and conveyance of such property to other Ohio political subdivisions upon any such terms as are agreeable amongst the involved political subdivision parties;

WHEREAS, the Deerfield Township Board of Township Trustees (the "Board") owns certain, unused real property, as further described in the attached Exhibit A (the "Unused Real Property"), necessary for the expansion of the Warren County Board of County Commissioner's (the "Warren County Commissioners") Lower Little Miami Lift Station; and

WHEREAS, the Board desires to authorize the transfer and conveyance of the Unused Real Property to the Warren County Commissioners upon the terms and in the manner prescribed by the documents attached hereto as Exhibit A (the "Transfer Documents");

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Deerfield Township, Warren County, Ohio:

SECTION 1. The Board hereby authorizes the transfer and conveyance of the Unused Real Property to the Warren County Commissioners upon the terms and in the manner prescribed by the Transfer Documents.

SECTION 2. The Deerfield Township Administrator is hereby authorized to execute the Transfer Documents and any and all additional documents, and take any other actions, necessary to effectuate the Board's transfer and conveyance of the Unused Real Property to the Warren County Commissioners.

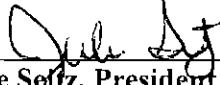
BE IT FURTHER RESOLVED, that this Resolution constitutes an emergency measure necessary for the immediate preservation of the public health, safety and general welfare, and for the further reason that the Board desires to expeditiously effectuate the transfer of the Unused Real

Property to the Warren County Commissioners such that construction of the Lower Little Miami Lift expansion can occur as quickly as possible.

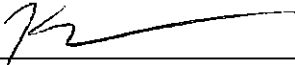
VOTE RECORD:

Mrs. Seitz Y Ms. Malhotra Y Mrs. Hedding Y

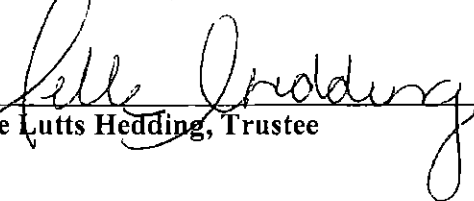
PASSED at the meeting of the Deerfield Township Board of Trustees on this 20th day of August, 2024.



Julie Seitz, President




Kristin Malhotra, Vice President



Lettie Lutts Hedding, Trustee

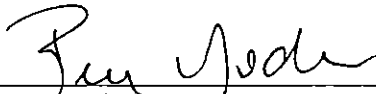
AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Deerfield Township, Warren County, Ohio Fiscal Officer on this 20th day of August, 2024.



Dan Corey, Fiscal Officer
Deerfield Township, Warren County, Ohio

APPROVED AS TO FORM:



Benjamin J. Yoder, Law Director



0 62.5 125 250 Feet

Fosters Sanitary Lift Station
August 2024

Resolution

Number 24-1276

Adopted Date September 24, 2024

APPROVING THE APPOINTMENT OF MICHELLE TEGTMEIER TO THE POSITION OF DEPUTY DIRECTOR OF FACILITIES MANAGEMENT

WHEREAS, it is the desire of this Board to appoint Michelle Tegtmeier to the position of Deputy Director within the Facilities Management Department; and

NOW THEREFORE BE IT RESOLVED, to approve the appointment of Michelle Tegtmeier to the position of Deputy Director, unclassified, full-time permanent, exempt status, Pay Range C, \$3,631.54 bi-weekly, effective pay period starting September 21, 2024.

BE IT FURTHER RESOLVED, Ms. Tegtmeier will continue to oversee the Building and Zoning Department with guidance and assistance through the end of the year, and be compensated an additional \$1,000.00 per pay.

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Facilities' file
BZ file
M. Tegtmeier 's Personnel file
OMB – Sue Spencer

Resolution

Number 24-1277

Adopted Date September 24, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN MARY HAVEN FUND
#2270

BE IT RESOLVED, to approve the following appropriation adjustments within Mary Haven
Fund #2270.

\$2,383.00 from 22701240-5102 (Regular Salaries)

\$2,383.00 into 22701240-5882 (Vacation Leave Payout)

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
Mary Haven(file)

Resolution

Number 24-1278

Adopted Date September 24, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN CORONER'S FUND
#11012100

BE IT RESOLVED, to approve the following appropriation adjustment:

\$370.00	from	11012100-5940	(Coroner – Travel)
	into	11012100-5911	(Coroner – Non Taxable Meal Fringe)

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor _____
Appropriation Adjustment file
Coroner (file)
OMB

Resolution

Number 24-1279

Adopted Date September 24, 2024

APPROVING ANNEXATION OF 19.665 ACRES, KNOWN AS THE FRANKLIN PARK AREA ANNEXATION, TO THE CITY OF FRANKLIN, BEN YODER, AGENT, PURSUANT TO OHIO REVISED CODE SECTION 709.16 [A.K.A. MUNICIPAL OWNED PROPERTY ANNEXATION]

WHEREAS, this Board is in receipt of an annexation petition from Ben Yoder, Agent to annex 19.665 acres (Franklin Park Area Annexation) to the City of Franklin filed on the 29th day of August 2024; and

WHEREAS, said petition for annexation was filed pursuant to and specifically requests that the Board follow ORC §709.16 [a.k.a. Municipally Owned Annexation]; and,

WHEREAS, said petition has been determined to contain the following matters required by law:

- The petition set forth that under an ordinance of the municipality the territory described in the petition was authorized to be annexed.
- Includes an accurate legal description of the perimeter of the territory proposed to be annexed.
- Includes an accurate map or plat of the territory proposed to be annexed.

NOW THEREFORE BE IT RESOLVED, that the prayer of said petition be approved.

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Ben Yoder, Agent
RZC
Auditor _____
City of Franklin
Board of Elections

RPC
Map Room
Annexation file
Franklin Township

Resolution

Number 24-1280

Adopted Date September 24, 2024

APPROVING AMENDMENTS TO THE WARREN COUNTY SUBDIVISION REGULATIONS

WHEREAS, this Board received a written recommendation from the Warren County Regional Planning Commission, who after advertising in a newspaper of general circulation, sending timely notice of a public hearing to all townships in the county, and holding a public hearing, its Executive Committee voted to amend the Warren County Subdivision Regulations subject to such proposed text amendments being approved by this Board after this Board conducts a public hearing; and

WHEREAS, pursuant to Resolution #24-1143, adopted September 3, 2024 this Board set matter for a public hearing on September 24, 2024, at 9:30AM; and

WHEREAS, after publication of notice of the public hearing in a newspaper of general circulation, this Board opened the hearing on the 24th day of September, 2024, at 9:30AM; and

WHEREAS, RPC Staff members, along with a Staff member from the Warren County Soil & Water Conservation District, presented the proposed text amendments to the Warren County Subdivision Regulations during the public hearing; and

WHEREAS, RPC Staff members further advised the Board that notice of the proposed text amendments had been sent to the Homebuilder Association Dayton and the Homebuilders Association of Greater Cincinnati prior to the public hearing held by the RPC Executive Committee, and RPC Staff met with and reviewed the proposed text amendments with the Homebuilder Association Dayton on two occasions, and met with, reviewed, and answered questions about the proposed text amendments for representatives of the Homebuilders Association of Greater Cincinnati and its legal counsel prior to this Board's public hearing; and

WHEREAS, after this Board allowed any proponents and opponents to be heard during the public hearing, and there were none, the Board voted unanimously to close the public hearing.

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of Warren County, Ohio, at least a majority of its members casting a vote concur as follows:

- 1) pursuant to Section 711.10, Ohio Revised Code, to approve the attached amendments to the Warren County Subdivision Regulations, which are incorporated herein and made a part hereof.
- 2) All action taken relating to, and this Resolution, is a legislative act effective 30 days after adoption hereof.

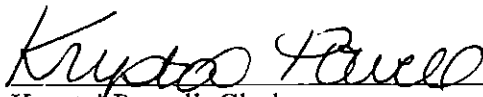
- 3) Upon its effective date, the Clerk of this Board shall certify this Resolution to the Regional Planning Commission for certification to the County Recorder, and thereafter the Regional Planning Commission shall be entitled to require compliance with such Subdivision Regulations, as amended, for the actual construction of streets or other improvements or facilities or assurance of that construction as a condition precedent to the approval of a plat of a subdivision.

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

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

Resolution adopted this 24th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: RPC (file) (certified)
Public Hearing file

SUBDIVISION



REGULATIONS

June 20th, 2023



WARREN COUNTY SUBDIVISION REGULATIONS

October 1978

Amendments adopted by Warren County Board of Commissioners

May 20, 1986
July 7, 1987
August 24, 1989
January 19, 1993
September 12, 1995
May 18, 2010
June 14, 2016
April 25, 2017
September 24, 2019
May 16th, 2023

Amendments adopted by Warren County Regional Planning Commission

May 22, 1986
March 26, 1987
August 24, 1989
December 17, 1992
September 22, 1994
September 25, 1995
November 15, 2001
July 25, 2002
June 26, 2003
September 15, 2004
May 26, 2005
October 27, 2005
January 25, 2007
June 28, 2007
April 22, 2010
September 25, 2014
November 20, 2014
April 14, 2015
October 13, 2015
April 25, 2017
August 22, 2019
June 20th, 2023

Warren County Regional Planning Commission
406 Justice Drive, Lebanon, Ohio 45036

WARREN COUNTY REGIONAL PLANNING COMMISSION

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Chris Brausch – Vice Chairman
Stan Williams – Secretary
Duane Stansbury- Treasurer

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Gabriel Drake
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~~Larry Easterly~~
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Scott Fitzsimmons
Jim Frederick
Alaina Geres
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Julie Seitz
~~Michael Shaffer~~
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Judy Whitacre

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Stan Williams – Executive Director
Ryan Cook – Senior Planner
Hadil Lababidi – Planner II
~~Elizabeth Dakin – Planner II~~
Duncan McDonel - Planner I
Cameron Goschinski – Planner II
~~Kimberly Mehl Sharon Coffman~~
– Office Manager

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PREAMBLE

A resolution of the Warren County Regional Planning Commission enacted in accordance with Chapter 711, Ohio Revised Code (ORC), and for the purposes of protecting the public health, safety, comfort, convenience, and general welfare; for the avoidance of congestion of population; and regulating the development of subdivided areas; promoting the proper arrangement of streets and layout of lots; providing for adequate and convenient provision of open spaces, utilities, recreation, and access to service and emergency vehicles; providing for adequate provision of water, drainage, sewer, and other sanitary facilities; providing for the administration of these regulations and defining the powers and duties of the administrative officers; prescribing penalties for the violation of the provisions in this resolution or any amendment thereto; and for the repeal thereof.

Now therefore be it resolved by the Warren County Regional Planning Commission:

ARTICLE I

TITLE, SCOPE AND JURISDICTION

SECTION 100: TITLE

These regulations shall be known and may be cited and referred to as the "Warren County Subdivision Regulations" and shall hereinafter be referred to as "these regulations."

SECTION 101: PURPOSE

These regulations are adopted to secure and provide for:

- A. The proper management of streets or highways in relation to existing or planned streets or highways, or to the Official Warren County Thoroughfare Plan and Comprehensive Plan.
- B. Adequate and convenient open spaces for vehicular and pedestrian traffic, utilities, access of fire fighting apparatus, recreation, light, air and the avoidance of congestion of population.
- C. To facilitate the orderly and efficient layout and the appropriate use of the land.
- D. To provide for the accurate surveying of land, preparing and recording of plats and the equitable handling of all subdivision plats by providing uniform procedures and standards for observance by both the approving authority and subdividers.

SECTION 102: AUTHORITY

The Ohio Revised Code, Section 711.10 enables the Warren County Regional Planning Commission to adopt regulations governing plats and subdivisions of land within their jurisdiction. The Warren County Regional Planning Commission has adopted a plan for major streets or highways of Warren County, a statutory requirement for reviewing plats or subdivisions.

SECTION 103: ADMINISTRATION

The Warren County Regional Planning Commission, hereinafter referred to as the Regional Planning Commission, shall administer these regulations.

SECTION 104: JURISDICTION

These rules and regulations shall be applicable to all subdivisions of land within the unincorporated area of Warren County.

SECTION 105: RELATIONS TO OTHER LAWS

The provisions of these regulations shall supplement any and all laws of the State of Ohio, resolutions of Warren County, or any and all rules and regulations promulgated by authority of such law or resolution, relating to the purpose and scope of these regulations. Whenever the requirements of these regulations are at variance with the requirements of any other lawfully adopted rules, regulations, ordinances, or resolutions, the most restrictive or that imposing the higher standards shall govern except as provided in Article V of these regulations. Whenever a township or part thereof has adopted a county or township zoning plan, under the provisions of Section 303 or 519, Ohio Revised Code, all proposed subdivisions shall meet the requirements of said zoning plan, as well as the provisions of these regulations.

SECTION 106: AMENDMENTS

These regulations may be amended, after public hearing and other requirements as specified in the Ohio Revised Code, except staff may make grammatical, numerical and section reference corrections to the Warren County Subdivision Regulations without such changes being subject to the review process and provided that such changes do not alter the meaning of the regulations.

SECTION 107: SEPARABILITY

If for any reason, any clause, sentence, paragraph, section or other part of these regulations should be decided by a court of competent jurisdiction to be invalid, such judgment shall not affect the validity of these regulations as a whole, or any part thereof, other than the part so held to be invalid.

SECTION 108: DISCLAIMER OF LIABILITY

The County shall not be responsible for maintaining any subdivision improvements until such time as such improvements have been accepted by the County. Prior to such date, the County shall not be responsible for any suits, actions or claims of any character brought on account of any injuries or damage sustained by any person or property in connection with such subdivision improvements.

ARTICLE II DEFINITIONS

SECTION 200: INTERPRETATIONS OF TERMS OR WORDS

For purpose of these regulations, certain terms or words used herein shall be interpreted as follows:

- A. The word, "person" includes a firm, association, organization, partnership, trust, company, or corporation as well as an individual.
- B. The present tense includes the future tense, the singular number includes the plural, and the plural number includes the singular.
- C. The word "shall" is a mandatory requirement, the word "may" is a permissive requirement, and the word "should" is a preferred requirement.
- D. The words "used" or "occupied" include the words "intended, designed, or arranged to be used or occupied."
- E. The word "lot" includes the words "plot" or "parcel."

SECTION 201: DEFINITIONS

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

ACCESS POINT – A roadway connection between a subdivision and an adjoining property or roadway. Access points include, but are not limited to, street stubs to adjacent undeveloped properties, connections to existing street stubs, and points of ingress/egress on existing public roadways (i.e. arterial, collector/distributor, collector, and local roads)

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

AS-BUILT PLANS – A complete set of reproducible drawings, including an electronic AutoCAD file of the drawing, drawn to scale, with field-verified locations of improvements shown on the construction drawings, including but not limited to water mains; sanitary and storm sewer alignments, grades, and sizes; sanitary manholes, storm manhole, and catch basin locations with elevations for rim and all flow lines; sanitary sewer building tap locations; waterline locations; detention/retention basin volume checks; water house service tap locations; fire hydrant locations; valve locations; and all changes from approved construction drawings.

ASSURANCE OF COMPLETION – A contract secured by a performance bond or other guarantee or security satisfactory to the Warren County Board of Commissioners guaranteeing completion of public improvements which are required by these regulations.

BASE FLOOD – The flood having a one percent chance of being equaled or exceeded in any given year. The base flood may also be referred to as the one hundred-(100) year flood.

BERM – A man-made, linear earthen mound of at least 18 inches in height from grade designed to provide buffering or screening of undesirable views, abate noise trespass, etc.

BIKEWAY OR BICYCLE PATH – An area specifically for bicycling which is physically separated from motorized vehicular traffic by an open space or barrier and either within the highway right-of-way, within an independent right-of-way or through private property that is owned by a Homeowners Association.

BUILDING LIMITS – An area designated on the plat which defines the limits within which a building may be placed.

BUILDING PAD – A building site prepared by artificial means, including, but not limited to, grading, excavation, or filling, or any combination thereof.

BUILDING SETBACK LINE – See setback line in these regulations.

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

CHANNEL – A natural stream or drainage way that conveys water; a ditch excavated for the flow of water.

COMPREHENSIVE PLAN OF WARREN COUNTY, OHIO – A series of component documents prepared by the Warren County Regional Planning Commission (RPC), and adopted by the Board of County Commissioners which establish the goals, objectives and policies for capital improvements programming, economic development, housing, natural hazards mitigation, land use, parks and open space, sanitary sewer, water, transportation, and any other specified subject matters involving or related to use and development of land with Warren County, Ohio.

CONCENTRATED STORMWATER RUNOFF – Surface runoff which converges and flows primarily through water conveyance features such as swales, gullies, waterways, channels, culverts or storm sewers.

CONDOMINIUM – "Condominium property" means and includes the land together with all buildings, improvements, and structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property which have been submitted to the provisions of Chapter 5311 of the Ohio Revised Code and which are subject to said Chapter 5311.

CONGESTION OF POPULATION – A condition to be avoided whenever practicable, due to intensity of proposed development, as determined by the Warren County Regional Planning Commission, evidenced by the risk for the creation of one (1) or more of the following conditions:

- a. Reduction of levels of service on affected roads, as determined by the Warren County Engineer; or reductions in safety on affected roads, as determined by the applicable local emergency response agencies, as applicable by jurisdiction or location.
- b. Insufficient public water service capacity and/or pressure, as determined by the Warren County Sanitary Engineer, other public provider or rural cooperative (e.g. Western Water Company), as applicable by jurisdiction or location; or insufficient groundwater supply for private wells, cisterns, or holding tanks, as determined by the Warren County Combined Health District.
- c. Insufficient wastewater treatment plant capacity or on-site wastewater disposal capability, with the potential for the creation of unsanitary conditions, as determined by the Warren County Commissioners, Warren County Sanitary Engineer and/or the Warren County Combined Health District, and/or Ohio Environmental Protection Agency, as applicable by jurisdiction or location;
- d. Undesirable or unsafe stormwater management, due to intensity of proposed development, not otherwise mitigated, as determined by the Warren County Engineer; or undesirable or unsafe conditions within Federal Emergency Management Agency (FEMA) designated 100 Year Flood Plain, due to intensity of proposed development, as determined by the Chief Building Official of Warren County.
- e. Potential for unsafe erosion or sedimentation, due to intensity of proposed development or less than best management practices, not otherwise mitigated, as determined by the Warren County Soil & Water Conservation District.
- f. Development proposed on hydric soils, not otherwise mitigated, demonstrated through the review of a wetlands determination at developer expense, as determined by the U.S. Army Corps of Engineers; or
- g. Development proposed on unstable or steeply sloped soils, not otherwise mitigated, demonstrated through the review of a geo-technical study at developer expense, as determined by the Chief Building Official of Warren County.

COMPLETELY SUBDIVIDED – When the original tract (as defined in Article II) has been subdivided to the point that all the acreage of the original tract has been included in one or more lots or parcels, and further subdividing such lots or parcels into more than five lots or

parcels less than five acres in size, or involving one or more lots or parcels involving new public streets or roads or easements of access, requires a Plat.

CONSERVATION – The wise use and management of natural resources.

CORNER LOT – See Lot Types in these regulations.

COUNTY COMMISSIONERS – Board of County Commissioners of Warren County, Ohio.

COUNTY ENGINEER – Warren County Engineer.

COVENANT – A written pledge or promise.

CROSSWALK – Any portion of roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by lines or other markings on the surface.

CUL-DE-SAC – See definition of Street Types in these regulations.

CULVERT – A transverse drain that channels water under a bridge, street or driveway.

CUT AND FILL SLOPES – A portion of land surface or area from which soil material is excavated and/or filled forming a slope or embankment.

DEAD END/STUBBED STREET – See definition of Street Types in these regulations.

DENSITY – A unit of measurement; the number of dwelling units per acre of land.

- a. **Gross Density** – the number of dwelling units per acre of the total land to be developed (including interior streets, natural resources and easements).

DESIGN EXCEPTION – An alternative to previously set design criteria which provides a logical and cost effective engineering approach in extreme or unusual situations.

DETENTION STRUCTURE – A permanent or temporary structure for the temporary storage of runoff which is designed so as not to create a permanent pool of water.

DEVELOPER – Any individual, subdivider, firm, association, syndicate, partnership, corporation, trust, or any other legal entity commencing proceedings under these regulations to effect a subdivision of land hereunder for himself or for another.

DEVELOPMENT AREA – Any tract, lot or parcel of land or combination of tracts, which are in one ownership, or are contiguous and in diverse ownership where earth-disturbing activity is to be performed.

DIMENSIONS – Geometric measurements in length and/or width which denotes a physical area. (i.e. a lot or street right-of-way).

DIRECTOR OF TRANSPORTATION – The Director of the State of Ohio Department of Transportation.

DITCH – An open channel either excavated or natural for the purpose of drainage or irrigation.

DRIVEWAY – A vehicular travel way used to provide access from a street to dwelling units or commercial or industrial activities. Driveways are designed for low travel speeds and are often used as, or are integral with, parking areas for vehicles.

DWELLING UNIT – one room or a suite of two (2) or more rooms, designed for or used by one family or housekeeping unit for living and sleeping purposes and which includes permanently installed cooking and lawfully required sanitary facilities.

DWELLING UNITS – All dwelling units shall be classified as one of the following:

- a. **Single family detached** – A dwelling unit that is not physically attached to or contained within the same building as any other dwelling unit.
- b. **Single family attached** – A dwelling unit which shares part of the same physical structure as other dwelling units, but has a separate exterior entrance. Dwelling units that share a common stairway for the entrance shall be considered multi-family dwelling units.
- c. **Multi-family** – A dwelling unit that shares the same physical structure and the same exterior entrances with other dwelling units.

EARTH DISTURBING ACTIVITY – ~~Any dumping, excavating, filling, or other alteration of the earth's surface where natural or man-made ground cover is destroyed and which may result in or contribute to erosion and sediment pollution.~~ **Per Warren County Stormwater Regulations, Resolution 20-1623, Earth Disturbing activities include any clearing, grading, excavating, grubbing, and/or filling or other alteration of the Earth's surface where natural or man-made ground cover is destroyed, and which may result in or contribute to erosion and sediment pollution. Earth disturbing for agricultural purposes is exempt from the Earth Disturbing Permit.**

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

ENGINEER – Any person registered to practice as a professional engineer in the State of Ohio as specified in Section 4733.14, Ohio Revised Code.

EROSION – The process by which the land surface is worn away by the action of water, wind, ice or gravity.

EROSION AND SEDIMENT CONTROL – A strategy or plan to minimize soil erosion and offsite sedimentation.

EROSION AND SEDIMENT CONTROL PLAN – An erosion and sediment control strategy or plan, to minimize erosion and prevent off-site sedimentation by containing sediment on-site or

by passing sediment laden runoff through a sediment control measure, prepared and approved in accordance with the specific regulations adopted by the County Commissioners.

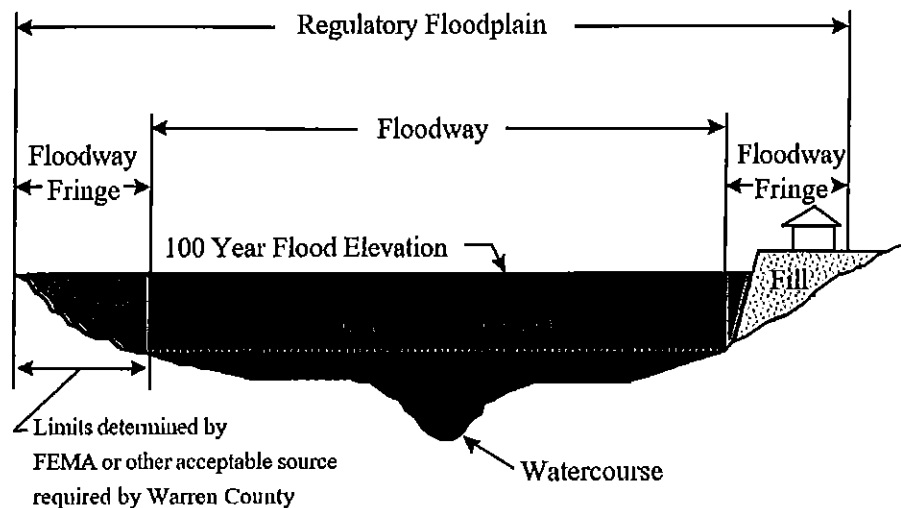
EXECUTIVE DIRECTOR – The Executive Director of the Warren County Regional Planning Commission.

FAMILY – A group of persons who form a single household.

FINAL PLAT – A more detailed version of the approved or modified preliminary plat plan, which is recorded in the Office of the Warren County Recorder after approval by the Regional Planning Commission.

FIRE APPARATUS ACCESS ROAD - A road or other passageway developed to allow the passage of fire apparatus that is not necessarily intended for vehicular traffic. The passageway provides an access point to the subdivision's internal road network, and may be interpreted to mean a local subdivision street or public.

FLOOD PLAIN (100 YEAR) – The temporary inundation of normally dry land along a watercourse by a flood that is likely to occur once in a 100 year period or that has a one percent (1%) chance of occurring in any given year within a 100 year period (see illustration)



FLOODPLAIN, REGULATORY – Land under and along a watercourse which is subject to inundation by a 100-year flood, as determined by the Federal Emergency Management Agency (FEMA) or other source determined acceptable per the Warren County Flood Damage Prevention Regulations (see illustration).

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

FLOODWAY FRINGE – Land along a floodway in a regulatory floodplain which as calculated or

observed serves as a storage area for the flood waters of a 100-year flood, as designated by the Federal Emergency Management Agency (FEMA) or other acceptable source (see illustration).

FREQUENCY YEAR STORM – A rainfall event of a magnitude with a specified average occurrence interval and is calculated with soil conservation service type II twenty-four hour curves or depth-duration frequency curves.

GRADING – Earth Disturbing activity such as excavation, stripping, cutting, filling, stockpiling, or any combination thereof.

GROWTH MANAGEMENT – The use of the necessary range of techniques to determine the amount, type, location and rate of growth, for the public purpose of the avoidance of congestion of population.

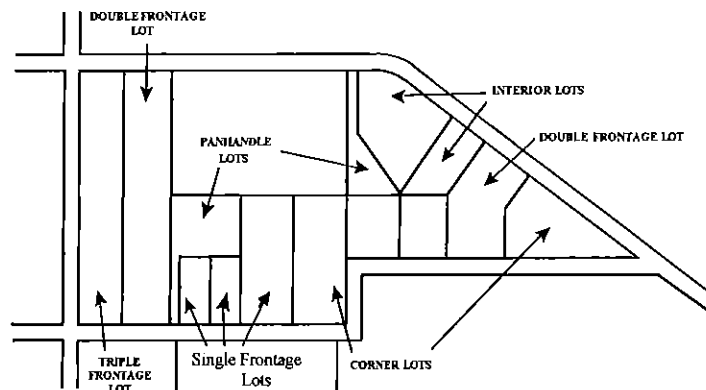
HOME OWNERS ASSOCIATION – An organization established for the care and maintenance of storm water and detention facilities and other common areas as determined by the Planning Commission.

IMPERVIOUS SURFACE – Any material that prevents impedes or slows the infiltration or absorption of stormwater into the ground, including building roofs and concrete or asphalt pavement.

IMPROVEMENTS – Street pavement, curbs, gutters, sidewalks, water lines, sewer lines, storm drains, street lights, flood control and drainage facilities, utility lines, landscaping, and other related matters, whether public or private, normally associated with the development of raw land into building sites.

LEVEL OF SERVICE (LOS) – A qualitative measure describing a range of traffic operating conditions such as travel speed and time, freedom to maneuver, traffic interruptions, and comfort and convenience as experienced and perceived by motorists and passengers. Six levels are defined, from "A" to "F"; with "A" representing the best range of conditions and "F" the worst.

LOT - A piece of land described legal boundary, per the types and terms defined as follows (see illustration).



LOT AREA – The total computed area contained within the lot lines exclusive of any portion of a public right-of-way or a private access easement.

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

LOT OF RECORD – A lot that met the requirements of the Zoning Code that was in effect at the time of its creation.

LOT TYPES –

- a. **Corner Lot** – A lot bordered by public roads/streets along two (2) or more of its intersecting boundaries.
- b. **Double Frontage Lot** – A lot having frontage along two (2) public roads/streets at opposite ends of the lot.
- c. **Interior Lot** – A lot having frontage along one public road/street.
- d. **Reversed Frontage Lot** – A lot on which frontage is at right angles to the general pattern in the area. A reversed frontage lot may also be a corner lot.
- e. **Panhandle Lot** – A lot which the only legal road/street frontage is at one end of a narrow strip of land which extends back from the road/street to the body portion of the lot.

MAINTENANCE BOND – An agreement by a subdivider or developer with Warren County, for a percentage of the established construction cost, used as a guarantee against any deficiencies which might develop over a predetermined period of time in the physical improvements which have been constructed within a subdivision.

MINOR SUBDIVISION OR LOT SPLIT – A division of a parcel of land that does not involve the approval of a plat by the Regional Planning Commission as authorized by Section 711.131, Ohio Revised Code.

MONUMENTS – Permanent concrete, iron or other markers used to define and establish all lines of the plat of a subdivision, including all lot corners, boundary line corners, and points of change in street alignment.

OFFICIAL THOROUGHFARE PLAN – The Official Thoroughfare Plan of Warren County, Ohio, establishing the official proposed right-of-way width of major streets on file in the office of the Recorder of Warren County, Ohio, and in the office of the Regional Planning Commission, together with all amendments thereto subsequently adopted, by the Regional Planning Commission.

OPEN SPACE – An open area which may be on the same lot with a building. The area may include, along with the natural environment features, swimming pools, tennis courts, any other recreational facilities that the zoning authority deems permissible.

ORIGINAL TRACT – A contiguous quantity of land held in common ownership which has not been subdivided by the existing owner or owners.

OUTLOT – Property shown on a subdivision plat outside of the boundaries of the land that is to be subdivided and which is to be excluded from the development of the subdivision.

OWNER – Someone who holds a right of possession and title to a parcel or tract of land.

PAPER STREET – An area of public right-of-way, often reserved as a stub for future access, which does not contain a constructed street.

PARK – An area of land containing pasture, woods, lakes, etc. which are used for public recreational purposes.

PARKING LOT – A portion of a parcel of land devoted to unenclosed parking spaces.

PARKING SPACE – An area designated for the parking of a single motor vehicle.

PERFORMANCE BOND OR SURETY BOND – An agreement by a subdivider or developer with Warren County for the amount of the established construction cost guaranteeing the completion of physical improvements according to plans and specifications within the time prescribed by the subdividers agreement (Can also take the form of a certified check, escrow account or letter of credit).

PLANNED UNIT DEVELOPMENT – A land area zoned if approved as requested by the owner(s) or designated agent for unified development with flexible restrictions on residential, commercial, industrial and/or public uses.

PLAT – A map describing a piece of land and its features, such as boundaries with dimensions, lots, roads, and easements.

PLAT OF SURVEY – A land survey performed by a professional surveyor which identifies a minor subdivision or lot split.

PRELIMINARY PLAN – The initial proposal, including both narrative and site design information, intended to provide the Regional Planning Commission with a firm understanding of the manner in which the site in question is to be developed.

PRIVATE STREET – A street which is permitted only within a Planned-unit Development (PUD) and is privately owned and maintained, with access provided by way of an easement or a separate lot within the PUD.

PUBLIC UTILITY EASEMENT – The easement which adjoins the right-of-way on both sides of a street and is used for the maintenance of vehicle sight distances, the placement of stormwater drainage, sewer, water, sidewalks, natural gas, electric, telephone, cable television or other facilities or utilities, and for street maintenance.

PUBLIC WAY – An alley, avenue, boulevard, bridge, expressway, freeway, highway, land, parkway, right-of-way, road, sidewalk, street, subway, tunnel, viaduct, walk, or other way in which the general public or public entity have a right of travel, or which are dedicated for travel purposes, whether improved or not.

REGIONAL PLANNING COMMISSION – The Warren County Regional Planning Commission.

REPLAT – A new recording or a previously recorded subdivision in which the purpose is to modify some portion of the originally recorded plat.

RETENTION STRUCTURE – A permanent structure that provides for the storage of runoff by means of a permanent pool of water.

RIGHT-OF-WAY – Land owned or purchased by or dedicated to the public for use as a public way, most often for the purpose of containing a road or street.

RUNOFF – The portion of precipitation in excess of the infiltration capacity of underlying soils to absorb and contain which drains away from and runs off the surface of land.

SANITARY SEWERS – An approved sewage disposal system which provides a collection network and disposal system and central sewage treatment facility for a single development, community or region.

SANITARY WASTE TREATMENT, ON SITE – A mound system or similar installation on an individual lot which utilizes a bacteriological process or equally satisfactory process for the elimination of sewage and provides for the proper and safe disposal of the effluent, subject to the approval of health and sanitation officials having jurisdiction.

SEDIMENT – Solid material, both mineral and organic, that is in suspension, is being transported, or has been moved from its site of origin by wind, water, gravity, or ice, and has come to rest on the earth's surface.

SETBACK – The distance which a building or structure is setback inward from a street right-of-way line or parcel boundary line.

SIDEWALK – A walkway that is typically located adjacent to a street. (See WALKWAY).

SOIL AND WATER CONSERVATION DISTRICT – As organized under Chapter 1515 of the Ohio Revised Code; referring to either the Soil and Water Conservation District Board, or its designated employee(s), hereinafter referred to as the Warren County Soil and Water Conservation District.

STORM WATER MANAGEMENT – Runoff water safely conveyed or temporarily stored and released at an allowable rate to minimize erosion and flooding.

STORM WATER POLLUTION PREVENTION PLAN (SWPPP) – The SWPPP is a stand-alone document required by the Warren County Storm Water Regulations and the Construction General Permit for all projects performing earth disturbing activity on one acre or more of land. The SWPPP describes all the construction site operator’s activities to prevent storm water contamination, control sedimentation and erosion, and to manage post-construction storm water runoff to comply with the requirements of the Clean Water Act.

STREAM – A body of water running or flowing on the earth’s surface or channel in which such flow occurs. Flow may be seasonally intermittent.

STREET – A public way same in function as a road, but most often within developer dedicated public right-of-way flanked by public utility easements, sidewalks and bikeways and having curb and gutters rather than side ditches for pavement drainage.

STREET TYPES – All streets are classified as provided in Section 3 of the Official Warren County Thoroughfare Plan and as below:

“Special Street Types” are defined as one of the following:

- a. **Cul-de-sac** – A local street with one (1) end open to traffic and the other end terminating in a circular, vehicular turnaround.
- b. **Dead-end Street** – Any classification of street temporarily having only one (1) outlet for vehicular traffic and intended to be extended or continued in the future.
- c. **Loop Street** – A local street, each end of which terminates at an intersection with the same street.
- d. **Marginal Access Street** – A local street, parallel and adjacent to an Arterial or Collector Street, which provides access to abutting properties while separating them from arterial or Collector Street traffic (also referred to as a Frontage Street).
- e. **One-Way Street** – A local street that carries traffic in one direction only.

STRUCTURE – Anything constructed or erected for use with location on, within, or attachment to the ground as regulated in a zoning code.

SUBDIVIDER – See the definition for Developer in these regulations.

SUBDIVISION – The Ohio Revised Code in Section 711.001 specifically defines a subdivision as:

1. The division of any parcel of land shown as a unit or as contiguous units on the last preceding general tax list and duplicate of real and public utility property, into two or more parcels, sites, or lots, any one of which is less than five acres for

the purpose, whether immediate or future, of transfer of ownership, provided, however, that the following are exempt:

- a. A division or partition of land into parcels of more than five acres not involving any new streets or easements of access;
 - b. The sale or exchange of parcels between adjoining lot owners, where that sale or exchange does not create additional building sites;
 - c. If the planning authority adopts a rule in accordance with section 711.133 of the Revised Code that exempts from division (B)(1) of this section any parcel of land that is four acres or more, parcels in the size range delineated in that rule.
2. The improvement of one or more parcels of land for residential, commercial, or industrial structures or groups of structures involving the division or allocation of land for the opening, widening, or extension of any public or private street or streets, except private streets serving industrial structures, or involving the division or allocation of land as open spaces for common use by owners, occupants, or leaseholders or as easements for the extension and maintenance of public or private sewer, water, storm drainage, or other similar facilities.

SUBDIVISION, ACTIVE – The construction improvements made to a subdivision in the field. These improvements must commence within twelve (12) months of the filing of the record plat submittal and approval of the corresponding construction plans.

SURVEYOR – Any person registered to practice as a professional surveyor in the State of Ohio as specified in Chapter 4733, Ohio Revised Code.

TRAFFIC IMPACT – A condition, as represented by an increase in congestion, worsening levels of service or volume to capacity ratios, or reductions in safety of service or volume to capacity ratios, or reductions in safety and efficiency, on the public street and highway system.

VARIANCE – A variance is a modification of the standards or requirements of these regulations where such modification will not be contrary to the public interest and where owing to conditions peculiar to the property and not the result of the action of the applicant, a literal enforcement of the regulations would result in unnecessary and undue hardship.

VICINITY MAP – A drawing located on the plat which sets forth by dimensions or other means, the relationship of the proposed subdivision to the existing roadway system within Warren County in order to better locate and orient the area in question.

WALKWAY – An improved public way, four (4) feet or more in width, for pedestrian use only.

WATERCOURSE – A definite channel with bed and banks within which concentrated water flows, either continuously or intermittently.

WATERSHED – The drainage area in which a subdivision is located.

WETLANDS – Surface areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas (1987 Corp of Engineer Wetland Delineation Manual).

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

- a. **Yard, Front** – A yard extending the full width of the lot between the road/street right-of-way line at the front of the lot and the closest point of contact to the principal structure, with the minimum depth thereof measured from the existing platted road/street right-of-way or, where none, that established by the Warren County Thoroughfare Plan (see illustration).
- b. **Yard, Rear** – A yard extending the full width of the lot between the closest distance from the rear lot line of rear-most point on a pie-shaped lot and the first point of contact by a principal structure (see illustration).
- c. **Yard, Side** – A yard extending from the front yard to the rear yard (except in the case of a corner lot) between the closest point of contact by a principal structure and the nearest side lot line (see illustration).

ZONING – Regulation by districts of the height, area, and use of buildings; use of land; and density of population.

ARTICLE III

PROCEDURES FOR SUBDIVISION APPROVAL

SECTION 300: GENERAL STATEMENT

No person, firm or corporation, proposing to create a subdivision within the territorial limits of these Regulations shall enter into any contract for the sale of, or shall offer to sell said subdivision or any part thereof, or shall proceed with any construction work on the proposed subdivision until said person, firm or corporation has obtained from the Planning Commission approval of the preliminary ~~plat~~ **plan** of the proposed subdivision. Any work performed prior to final plat approval will be at the risk of the developer.

SECTION 301: CONCEPT PLAN PROCESS/TECHNICAL ADVISORY COMMITTEE REVIEW

The concept plan process is meant to provide the applicant with expert opinions regarding issues and problems associated with a potential project, thereby aiding in the determination of project feasibility at an appropriately early stage. The Concept Plan is required as a first step in all subdivisions not eligible to be processed as a minor subdivision (lot split), alternative record plat, re-plats or right-of-way dedicated plat. The Concept Plan does not constitute a subdivision plan; plan application, preliminary plan, final plat, record plan, or formal plat review and action by the Warren County Regional Planning Commission (RPC) pursuant to Section 711.10 of the Ohio Revised Code (ORC). The Concept Plan may be waived only if a directly comparable process (including all requirements specified in Section 301.A below) has already been completed and approved by the applicable zoning authority as part of a planned unit development (PUD), or "cluster" or "conservation" option design, as defined by the applicable zoning authority. Though there is no formal action by the RPC Executive Committee on a Concept Plan application, in some cases during the Concept Plan review stage, the Committee may take formal action on an application for one or more Access Point Waiver Requests pursuant to Section 403(H) herein.

SECTION 302: CONCEPT PLAN APPLICATION REQUIREMENTS

- A. The application for Concept Plan shall be submitted digitally to the Warren County Regional Planning Commission in Adobe Portable Document Format (PDF) or other format found acceptable by the Executive Director or designee and shall consist of the following:
1. A completed application form.
 2. The proper fee as required by Section 902.
 3. Names, mailing addresses and parcel identification numbers of contiguous property owners of record at the time of application.

4. **General Information**

- i. Project name, address, Tax Map Number(s) and location
- ii. Contact Information:
- iii. Property owner(s) of record
- iv. Applicant(s) – name and contact information
- v. Engineering, Surveyor, Professional Consultant – name(s) and contact information
- vi. Location map showing relation of property to other subdivision phases, other developments and surrounding area

5. **Survey of Existing Conditions**

i. Map Elements:

1. Title
2. Vicinity Map
3. Scale
4. North Arrow

ii. Natural Features:

1. Location of Floodplain boundaries
2. Location of Watershed and sub-watershed boundaries
3. The topography of the site at an appropriate contour interval depending on the nature of the use and the character of the site
4. The major natural features of the site and within 500 feet of the site, including:
 - a. Wetlands
 - b. Streams
 - c. Ponds
 - d. Rivers
 - e. Aquifers (Groundwater Protection Areas)
 - f. Areas of significant wildlife habitat

- g. Forested areas
- h. Ridgelines
- i. Slopes in excess of 25 percent

iii. Physical and Administrative Features:

1. Existing zoning, including the total acreage of the entire property and total acreage of property in each zone, where a zoning district transects the property
2. A current aerial photograph of the site with project boundaries identified
3. A narrative documenting the location of area parks; public spaces; schools and other community facilities.
4. Location of visible or known man-made features of the site and within 500 feet of the site, including:
 - a. Bridges
 - b. Railroad Tracks
 - c. Buildings
 - d. Historic or cultural features
 - e. Trails
 - f. Historic structures or remnants
 - g. Archaeological resources
 - h. Cemeteries
 - i. Historic or current waste disposal sites
 - j. Any other important features
5. Roadway features, including:
 - a. Location and names of roads, showing right-of-way.
 - b. Driveway location(s) existing on the property and across the street for residential and commercial.

6. **Proposed Changes**

- i. Proposed location of any new roadway

- ii. Proposed street layout including connections to existing streets and adjacent properties, noting right-of-way width.
- iii. Proposed general driveway location(s) for non-residential subdivisions
- iv. Proposed amenities, including common areas, trails, or community buildings
- v. A narrative that explains how the proposed paths and trails tie into existing trails and demonstrate consistency with comprehensive plans.
- vi. If applicable, proposed boundaries or location of the following features:
 1. Open space
 2. Conservation areas
 3. Recreational areas
- vii. A narrative of the proposed approach for providing drinking water supply, waste water treatment, storm water management, and landscaping
- viii. A land use/site data table, which provides the following information:
 1. Gross acreage
 2. Natural features acreage, calculated by summing the following:
 - a. Wetland acreage
 - b. High slope area (slopes in excess of 25 percent)
 - c. Water body acreage
 - d. Floodplain acreage
 3. Net acreage, calculated by subtracting the natural features acreage from the gross acreage
 4. Open space acreage
 5. Land use area acreage (e.g. commercial, mixed-use, single-family, multi-family, etc.)
 6. Anticipated number or number range of lots for single-family residential developments
 7. Anticipated number or number range of units for mixed-use or multi-family residential developments

- ix. Individual lots shall not be shown; however, diagrams for typical lots and/or use areas should be provided (e.g. single-family, townhouse, multi-family, commercial, and civic)
- x. Proposed pedestrian trails and bike paths.

7. **Additional Information**

- i. RPC may require additional information, because of site circumstances or the scope of the proposed development, to ensure a complete and comprehensive review of the proposal
- ii. RPC may waive any of the requirements specified in Sections 301.A.1, 301.A.2, or 301.A.3 if such a requirement or requirements are deemed to be unnecessary.

B. **PRE-APPLICATION MEETING:** The developer shall meet with the RPC planning staff to interpret comprehensive plans and their relationship to the proposed subdivision. The developer shall identify easements or other appropriate options that will provide necessary lands for planned roads, trails, conservation areas, parks, and similar amenities if applicable.

C. **TECHNICAL ADVISORY COMMITTEE:** The Technical Advisory Committee (TAC) shall include the following members:

- 1. Regional Planning Commission staff;
- 2. Warren County Engineer;
- 3. Warren County Sanitary Engineer;
- 4. Warren County Soil & Water Conservation District staff;
- 5. Warren County Combined Health District staff;
- 6. Applicable zoning staff;
- 7. Township and fire/emergency medical services (EMS) officials;
- 8. Ohio Department of Transportation, Western Water, etc. as applicable

D. **SITE VISIT:** The applicant (or agent) shall accompany the TAC on a site visit, which shall be scheduled by the RPC staff and take place within two (2) weeks of submission of the Concept Plan, unless a longer time frame is agreed to be the applicant. At a minimum, project limits and the centerline of proposed points of intersection along frontage roads shall be marked or demonstrated accurately by the applicant or agent.

E. CONCEPT PLAN REVIEW:

1. Within two (2) weeks of the Site Visit, TAC members are to provide written comments to the RPC staff, which shall be compiled and forwarded to the applicant. The failure of a member of the TAC to participate in the Site Visit and/or submission of written comments is not being considered a fatal flaw with regard to the submitted Concept Plan.
2. The Concept Plan shall be displayed at the following RPC Executive Committee meetings, at which time the applicant will receive additional input valuable toward the preparation of a preliminary ~~plat~~ **plan**.

F. NEW CONCEPT PLAN/SITE PLAN REQUIRED: If a preliminary plan is not submitted within a year of the Concept Plan site visit, or if in the opinion of the RPC staff substantial changes are made to the proposal, a new Concept Plan/Site Visit shall be required, including an application and filing fee.

SECTION 303: PRELIMINARY PLAN REQUIREMENTS

After the concept plan review stage, the subdivider shall submit a preliminary plan of the proposed subdivision that shall conform with the requirements set forth in Sections 303 to 306, inclusive. The purpose of the preliminary plan is to show, on a map, all the facts which may enable the Regional Planning Commission to determine whether the proposed layout of the land meets the requirements of these regulations and is satisfactory from the standpoint of the public interest.

SECTION 304: SUBMISSION TO DIRECTOR OF TRANSPORTATION

~~Before any plan is approved affecting any land within three hundred (300) feet of the centerline of a proposed new highway or a highway for which changes are proposed as described in the certification to local officials by the Director of the Ohio Department of Transportation or any land within a radius of five hundred (500) feet from the point of intersection of said centerline with any public road or highway, the Regional Planning Commission shall give notice, by registered or certified mail to the Director of Transportation.~~

The Regional Planning Commission shall give notice, by registered or certified mail to the Director of Transportation for any subdivisions proposed along a new or revised highway, as described in the certification by the director. Notification to the Director of Transportation is required within the following areas:

- 1. Land within three hundred feet of the center line; or**
- 2. Land within a radius of five hundred feet from the point of intersection of that center line.**

~~The Regional Planning Commission shall not approve the plan for one hundred twenty (120) days, unless released by the Director of Transportation, from the date the notice is received by the Director of Transportation. If the Director of Transportation notifies the Regional Planning~~

Commission that he/she shall proceed to acquire the land needed, then the Regional Planning Commission shall refuse to approve the plan. If the Director of Transportation notifies the Regional Planning Commission that acquisition at this time is not in the public interest, ~~or upon the expiration of the one hundred twenty (120) day period or any extension there-of agreed upon by the Director of Transportation and the property owner,~~ the Regional Planning Commission shall, if the plan is in conformance with all provisions of these regulations, approve the plan. (Adapted from Section 5511.01, Ohio Revised Code) *(Adapted from Section 5511.01, Ohio Revised Code)*

SECTION 305: PRELIMINARY PLAN FORM

The preliminary plan shall be drawn at a scale between one hundred (100) feet to the inch and fifty- (50) feet to the inch. Preliminary plans shall be on one or more sheets twenty-four (24) by thirty-six (36) inches in size and shall be clearly and legibly drawn. A registered surveyor shall prepare the preliminary plan.

SECTION 306: PRELIMINARY PLAN CONTENTS

- A. Proposed name of the subdivision, which shall not duplicate or closely approximate the name of any other subdivision in the County.
- B. Location by Section, Town, Range (or Military Survey Number), Township, County and State.
- C. Names, addresses, and telephone numbers of the owner, plan, and the registration number and seal of the surveyor.
- D. Date of survey, which shall be the date of topographic, aerial or any other type of survey that is the basis for preliminary plan.
- E. Scale of the plan, north point and date.
- F. Boundaries of the subdivision, indicated by a heavy line, and its acreage.
- G. Names of adjacent subdivisions, property owners and parcel identification numbers of contiguous parcels of previously platted and unsplit land, and the location of their boundary lines.
- H. Locations, widths, and names of existing streets, railroad rights-of-way, easements, parks, permanent buildings, corporation and township lines; the location of wooded areas and other significant topographic and natural features within the subdivision whose presence and accurate location need to be known in order for decisions regarding the subdivision to be made. The general limits of any wet or flood prone areas shall be shown.
- I. Zoning classification of the tract and adjoining properties and a description of proposed zoning changes, if any.

- J. Existing topography with contours shown at an interval of not greater than two (2) feet if the slope of the ground is fifteen (15) percent or less, and not greater than five (5) feet where the slope is more than fifteen (15) percent. Elevations are to be based on sea level datum and the nearest benchmark shall be specified and described. The existing topography shall be shown for an area extending a minimum of two hundred (200) feet beyond the boundaries of the subdivision.
- K. Existing sewers, water lines, culverts, and aboveground structures, such as power transmission poles and lines, within and adjacent to the tract.
- L. Location and dimensions of all proposed utility lines and stormwater drainage facilities, showing their connections with existing systems.
- M. Location, names, and widths of proposed rights-of-way, streets and easements.
- N. Front building setback lines.
- O. All thoroughfares as shown on the Official Thoroughfare Plan wherever they traverse or adjoin the plan.
- P. Layout, numbers, approximate sizes and approximate dimensions of each lot. When a lot is located on a curved street or when side lot lines are not radial or perpendicular to street lines, the width at the front building setback line shall be shown.
- Q. Parcels of land to be reserved for public use or to be reserved by covenant for residents of the subdivision. The approximate size of these parcels shall be noted.
- R. A vicinity map at a scale of not less than two thousand (2,000) feet to the inch. This map shall show all existing roads and an outline of the subdivision.
- S. Statement of proposed use of lots, giving type and number of dwelling units and type of business or industry, if known.
- T. Location of all existing buildings and an indication as to whether or not they will be retained.
- U. For commercial and industrial developments, the points of vehicular ingress and egress to the development.
- V. Description of proposed covenants and restrictions.
- W. The type of water supply and wastewater disposal that are proposed for the subdivision. Water supply and wastewater disposal requirements are outlined in Sections 418 and 419 respectively. The subdivider is advised to discuss the method of water supply and wastewater disposal with the Executive Director of the Regional Planning Commission before submitting the preliminary plan.

- X. A copy of a United States Geological Survey (USGS) map at a scale of two thousand (2000) feet to the inch on which the watershed within which the subdivision is located is delineated. Accompanying the map shall be data indicating the amount of land, by zoning classification, which drains onto the property within the subdivision.
- Y. A schedule outlining the order of development of each section of the subdivision.
- Z. Layout, acreage, linear feet, approximate sizes and approximate dimensions of open space parcels and recreational amenities including the walking trails, club houses, pools, recreation fields, etc. if available.

SECTION 307: PRELIMINARY PLAN APPLICATION PROCEDURES

- A. The application for preliminary plan shall be submitted digitally to the Warren County Regional Planning Commission in Adobe Portable Document Format (PDF) or other format found acceptable by the Executive Director or designee and shall consist of the following:
 - 1. A completed application form.
 - 2. A preliminary plan containing all of the information required in Section 306.
 - 3. The proper fee as required by Section 902.
 - 4. Names, mailing addresses and parcel identification numbers of contiguous property owners of record at the time of application.
 - 5. Acknowledgement by the applicable zoning authority that the preliminary plan complies with the zoning resolution currently in effect.
- B. The deadline for filing of the preliminary plan for review by the Regional Planning Commission at their regular monthly meeting shall be three (3) weeks prior to the date of the meeting. A preliminary plan application shall not be considered to have been 'officially filed' until it has been examined by the Executive Director or his/her designee and is found to be in compliance with the application requirements of these regulations.

SECTION 308: PRELIMINARY PLAN REVIEW AND APPROVAL

- A. The Regional Planning Commission may request additional information deemed necessary to make a reasonable decision when a proposed development presents difficult or unusual problems.
- B. The Regional Planning Commission shall forward copies of the preliminary plan to such officials and agencies as may be necessary for the purpose of study and recommendation, as well as contiguous property owners of record at the time of application as a courtesy. As such, an inadvertent omission in notification of a contiguous property owner(s) is not considered a fatal flaw or grounds for denial of a

preliminary plan.

After receipt of reports from such officials and agencies, the Regional Planning Commission shall determine whether the preliminary plan shall be approved, approved with modifications or disapproved. If a plan is disapproved, the reasons for such disapproval shall be stated in writing. The Regional Planning Commission shall act on the preliminary plan within thirty-five (35) business days after filing, unless such time is extended by agreement with the subdivider. Approval of the preliminary plan shall be conditional upon compliance with all other applicable statues, ordinances, resolutions, and regulations of Warren County.

- C. Should the potential for congestion of population, as defined, be determined, it shall be incumbent upon the applicant or their agent, at their respective expense, to document to the satisfaction of the Regional Planning Commission that such determination is invalid. In such cases, the applicant is urged to provide an appropriate extension of time for review of it by the Regional Planning Commission. In the absence of such extension, the Regional Planning Commission within the limits prescribed by the Ohio Revised Code (ORC) shall act upon the preliminary plan.

Preliminary plans that are denied based upon a finding that congestion of population would result from proposed intensity of development may be resubmitted for reconsideration, along with the necessary supporting documentation and an appropriate extension of review time. In such cases, filing fees may be appropriately modified, as determined by the Regional Planning Commission, with the underlying basis for the fee to be based upon the cost for staff review of the re-submitted preliminary plan.

- D. Planning Commission shall make a determination at the time of preliminary approval what the minimum final plat submittal shall be for filing of the first final plat section for the subdivision (number of lots for that first section).

- E. **Review Criteria:** The Warren County Regional Planning Commission, pursuant to Ohio Revised Code Section 711.10 (B), may approve, approve with conditions, or deny a Preliminary Subdivision Plan. The RPC Executive Committee may approve a Preliminary Plan upon a finding that each criterion has been met or has been determined to be inapplicable:

1. The application and Preliminary Plan proposed meet the standards and requirements of the Warren County Subdivision Regulations
2. The zoning authority has determined that the application meets the requirements of all township or county regulations and the applicant has demonstrated that they can and will comply with all applicable requirements of the zoning code.
3. The subdivision and site design creates a functional and attractive development and provides for lots of adequate size. The design, shape, and orientation of the proposed lots accommodate the physical features of the site.

4. The subdivision complies with the requirements of the Warren County Combined Health District or the Ohio Environmental Protection Agency. Adequate sewage disposal and other utilities, services, and improvements are provided subject to approval of detailed plans.
5. The subdivision is designed to minimize the alteration or disturbance of the natural features of the site, including usual topography and other exceptional conditions.
6. The development of the subdivision has been coordinated with the provision of public facilities such as parks, recreation areas, and fire protection.
7. Active open space is designed, sized, and located to be functional and provide convenient access. All proposed common open space and improvements, if any, are identified on the Preliminary Plan and maintenance of such areas is ensured through an appropriate legal instrument.
8. The subdivision provides for safe and convenient pedestrian traffic circulation and adequate vehicular and pedestrian access to abutting properties.
9. The Warren County Engineer's office has determined the Preliminary Plan for streets, storm water management, and natural drainage ways protection is acceptable.
10. The subdivision provides for convenient and safe streets of adequate capacity, includes appropriate improvements to handle anticipated traffic flow, and assure that street right-of- way are provided for in accordance with the Thoroughfare Plan and roads are designed to the Requirements and Standards for the Design and Construction of Streets and Roadway Facilities.
11. The Warren County Engineer's Office has determined that access to individual lots necessary to serve the development conforms to the standards contained in Access Management Regulations and that the proposed streets, utilities, and surface water drainage facilities conform to the Warren County Engineer's Office standards and allows for transitions to existing and potential future development on adjacent lands.
12. Appropriate provisions have been made for dedications and easements.
13. The subdivision does not result in a congestion of population.
14. Required local, state, and federal permits, as applicable, have been obtained or can reasonably be obtained prior to development and the applicant agrees to comply with recommendations of referral agencies.

SECTION 309: PRELIMINARY PLAN APPROVAL PERIOD

The approval of the preliminary plan by the Regional Planning Commission shall be effective for a maximum period of eighteen (18) months unless application has been made for approval of a

final plat and the final plat is recorded for any part of the subdivision, or the Regional Planning Commission has granted an extension of the approval period.

SECTION 310: PRELIMINARY PLAN APPROVED COPY

The subdivider shall submit a copy of the preliminary plan that conforms to any changes required by the Regional Planning Commission to ensure the Executive Director may review future record plats against the approved preliminary plan. The updated preliminary plan shall be submitted prior to the application for final plat.

SECTION 311: FINAL PLAT REQUIREMENTS

- A. The subdivider, having first received approval of the preliminary plan of the proposed subdivision, shall submit a final plat of the subdivision. An application for final plat approval may be submitted for a section of a subdivision.
- B. Final plat sections shall conform to the approved preliminary plan as determined by the RPC Executive Director or designee, inclusive of any conditions that may have been part of the approval. The applicant may proceed with submission of a final plat provided all of the following criteria are met in comparison to the approved preliminary plan:
 - 1. There are no changes to the road network that alter the intersections with existing or planned streets, or overall connectivity of the network;
 - 2. Any changes to proposed pedestrian trails or sidewalks do not alter the intent of the original pedestrian network shown on the Preliminary Plan;
 - 3. There is no change in the location of planned open space or conservation areas/easements and the total amount of such spaces planned within the overall subdivision does not decrease. Minor adjustments to road right-of-way or utility easements that impact the quantity and design of open space may qualify as a minor amendment. A decrease in open space by one percent (1%), no greater than 1-acre, may qualify as a minor amendment from the originally approved Preliminary Plan.
 - 4. There is no increase in the number of lots fronting along any given street/road segment planned within the subdivision, and the residential density of the overall subdivision does not increase; and
 - 5. There is no change to the Preliminary Plan boundary.
 - 6. Changes to the approved Preliminary Plan to accommodate clusterbox mail delivery facilities may not require a Revised Preliminary Plan and may be reviewed at staff level.
- C. If the applicant plans to submit a final plat section that will in any way vary from the approved preliminary plan, the applicant shall consult with RPC staff to determine if a revised preliminary plan is necessary to achieve the variation. In cases where one or more of the criteria stated above in paragraph (B) cannot be met, a revision to the preliminary plan shall be required. Other variations or modifications shall be classified as minor and

shall require submission of an updated Preliminary Plan; such submission shall not require approval by the RPC Executive Committee. However, the RPC Executive Director or designee may elect to submit the minor modification to the RPC Executive Committee for review as a revised Preliminary Plan.

SECTION 312: REGULATIONS GOVERNING IMPROVEMENTS

- A. The subdivider shall submit improvement plans consisting of all construction drawings and specifications for the improvements required for the subdivision. The improvement plans shall be submitted to the Warren County Engineer, **the Warren County Soil and Water Conservation District**, and the Warren County Sanitary Engineer for review. The improvement plans shall be approved prior to the approval of a final plat for the subdivision.
1. Prior to approval of the final plat, the subdivider shall have complied with the requirements of Section 701 related to the construction or bonding of required improvements.
 2. These plans shall conform to the requirements set forth in Article IV (Subdivision Design Standards and Improvement Requirements), V (Standards for Planned Developments) and VII (Requirements for the Construction of Improvements) of these regulations, and any stipulations set forth in the preliminary approval and must be prepared by a registered engineer.
 3. ~~Improvement plans shall also be accompanied by the Soil and Erosion Control Plan, as submitted to the Ohio Environmental Protection Agency (OEPA) for the purpose of obtaining a National Pollution Discharge Elimination System (NPDES) permit. A copy of this permit shall be submitted to Warren County Soil and Water Conservation District prior to the start of construction.~~ **Any project performing one or more acres of earth disturbing activities will require an Earth Disturbing Permit (EDP). The EDP application shall be submitted to the Warren County Soil and Water Conservation District (WCSWCD). The EDP application shall include improvement plans, a Stormwater Pollution Prevention Plan (SWPPP) and an EDP application fee. The improvement plans and SWPPP shall also be submitted to the Ohio Environmental Protection Agency (OHIO EPA) for the purpose of obtaining a National Pollution Discharge Elimination System (NPDES) Notice of Intent (NOI) permit. A copy of the NOI or NOI number shall be submitted to WCSWCD once received. Cutting of trees at the ground surface while leaving the roots intact does not classify as an earth disturbing activity.**
 4. No work shall commence on the site until the improvement plans submitted have been approved by each respective office that reviews the improvement plans. Any work that has been started prior to approval of the final plat or approval from the OEPA shall be done so at the risk of the developer.

SECTION 313: FINAL PLAT FORM

The final plat shall be legibly drawn on Mylar or other material of equal permanence and shall be clearly reproducible. The final plat shall be drawn at a scale between one hundred (100) feet to the inch and ten (10) feet to the inch in increments of 10' (1"=10', 20', 30', 40', 50', 60', or 100'). Standards engineering scales will not, for example, measure 1" = 75' or 1" = 90'. The final plat shall be on one (1) or more sheets exactly twenty-four (24) by thirty-six (36) inches in size. Even slightly larger sheets will not be accepted. If more than one (1) sheet is needed, each sheet shall be numbered and the relation of one sheet to another clearly shown. A registered surveyor shall prepare the final plat.

SECTION 314: FINAL PLAT CONTENTS

The final plat shall contain the following information:

- A. Name of the subdivision and its location by Section, Town and Range (or Military Survey Number), township, county and state. The name must not duplicate or approximate any other subdivision in the County and cannot begin with words such as "Replat", "Alternative Plat", "Final Plat", or "Record Plat".
- B. Date (month and year) when the subdivision is submitted for final approval.
- C. Scale of the drawing, both graphic and numerical. The scale must be measureable with a standard engineering scale, and shall be drawn at a scale between one hundred (100) feet to the inch and ten (10) feet to the inch in increments of 10' (1"=10', 20', 30', 40', 50', 60', or 100').
- D. North arrow with a clear statement as to the basis of the reference direction. The basis of bearings may not be assumed or random.
- E. Name and address of the subdivider and the registered surveyor who prepared the plat, and the registration number and seal of the surveyor.
- F. The size of the subdivision in acres and ten-thousandths of an acre (0.0000) with a breakdown of the area contained in lots and the area contained in street rights-of-way. The lot and ROW acreage must equal the total acreage.
- G. Plat boundaries shall be shown with a continuous heavy/dark line that are bolder than any other lines on the drawing, and based on accurate traverse with both angular and lineal dimensions. All dimensions, both angular and lineal, shall be determined by an accurate control survey in the field. Closure may not exceed 0.02 feet in latitudes and departure (O.A.C. 4733-37-04).
- H. The plat shall show bearings and distances from at least two vertices on the subdivision perimeter to a county survey control monument or, it shall show at least two GPS coordinate pairs (x, y) at vertices along the subdivision perimeter in NAD 83—Ohio State Plane South projection. The plat shall also show bearings and distance(s) to the nearest established centerline intersection of streets or highways, section or quarter section

corner(s), Virginia Military Survey corner(s), or platted subdivision corner(s).

- I. Names, exact locations, dimensions and right-of-way widths of all streets and railroads within and adjoining the plat.
- J. Radii, internal angles, points of curvature, tangent bearings, length of arcs, and lengths and bearings of chords of all streets within the plat. This information shall be shown for either the street centerline or the right-of-way lines.
- K. The exact locations and dimensions of all easements or rights-of-way dedicated for public uses or utilities within the plat. The uses permitted in each easement shall be indicated.
- L. The location of all streams, rivers, canals or lakes.
- M. All existing property lines, section lines, Military Survey lines, county lines, township lines municipal corporation lines, and school district lines. If a lot is divided by one of the above, the lot area on either side of the line shall be shown.
- N. Front yard building setback lines.
- O. Lot sizes, lot numbers and lines with accurate dimensions in feet and hundredths of a foot. When lots are located on a curve or when side lot lines are not perpendicular or radial to street lines, the lot width at the front yard building setback line shall be shown. Information shall be provided for all lot lines that are not radial or perpendicular to right-of-way lines indicating their angle of deflection.
- P. Outlines of areas to be dedicated or reserved for the common use of property owners within the plat. The size, use and accurate boundary locations shall be shown for each parcel of land to be dedicated.
- Q. Restrictions and covenants that the subdivider intends to place upon the lots in the plat.
- R. Accurate location and a description of all monuments as to type, size and whether the monument was found or set. If a monument has been offset from its true location in relation to the property corner or lot corner it shall be noted.
- S. The owners of record, acreages, surveys, and deed references for all abutting tracts; and, the names of all abutting subdivisions, with lot lines, lot numbers and plat book and page references.
- T. A general notation describing the evidence of occupation that may be found along every boundary line and/or occupation lines.
- U. A citation of pertinent documents and sources of data used as a basis for the plat.
- V. A superimposition of the plat in an illustration of the tract or tracts from which the plat is drawn, which shall contain an accurate metes-and-bounds description, deed book and page references, names of owners and acreages of the tract or tracts.

- W. Statements and signature blocks as required in Article VIII. All signatures, certifications and notarizations shall be in waterproof ink, legible and reproducible.
- X. The minimum elevation for basement, first floor or foundation openings shall be included when requested by the Warren County Engineer, the Warren County Sanitary Engineer (or the Sanitary Engineer for the agency providing sanitary sewer service to the development), or as determined necessary by the subdivision design engineer. Prior to submitting the subdivision plat for review and approval, the professional engineer responsible for preparing the subdivision construction drawings shall certify written documentation to both the County Engineer and Chief Building Official for Warren County detailing any extraordinary conditions when constructing a future residence on a building lot along with a recommendation for a minimum basement/first floor/foundation opening elevation as necessary.
- Y. A table listing the centerline length for each public roadway included in the platted area. The length of the roadway will be measured from the centerline of the intersecting street to centerline of intersecting street or center of cul-de-sac.
- Z. Layout, acreage, linear feet, sizes and dimensions (approximates) of each open space parcel and recreational amenities including the walking trails, club houses, pools, recreation fields, etc.
- AA. County Commissioners' signature block shall be located in the uppermost right corner of the plat.

SECTION 315: FINAL PLAT APPLICATION PROCEDURES

- A. The application for final plat approval shall be submitted digitally in Adobe Portable Document Format (PDF) or other format found acceptable by the Executive Director or designee and shall consist of the following:
 - 1. A completed application form.
 - 2. A final plat containing all of the information required in Section 314.
 - 3. The proper fees as required in Sections 600 and 902.
- B. The application of any one section of the final plat of the overall subdivision for approval shall be filed with the Regional Planning Commission not later than eighteen (18) months after the date of the approval of the preliminary ~~plat~~ **plan**; as long as the subdivision is considered active the preliminary ~~plat~~ **plan** will not expire. A subdivision is considered active if construction has commenced within twelve (12) months of the filing of the application of the section record plat. If the above criteria are not met, the preliminary plan shall be considered void unless an extension is requested in writing by the developer and granted by the Regional Planning Commission.
- C. A final plat shall not be considered to have been 'officially filed' until it has been

examined by the Executive Director or his/or her designee and is found to be in full compliance with the application requirements of these regulations.

SECTION 316: APPROVAL OF FINAL PLAT

The Regional Planning Commission staff shall approve, **conditionally approve**, or disapprove the final plat within thirty (30) **business calendar** days after it has been officially filed or within such further time to which the applying party may voluntarily agree. Failure of the Regional Planning Commission staff to act upon the final plat within such time shall be deemed as approval of the plat, **and the certificate of the Regional Planning Commission as to the date of the submission of the final plat for approval and the failure to take action on it within the thirty (30) calendar days shall be sufficient in lieu of the written endorsement or evidence of approval. If the plat is disapproved, the grounds for disapproval shall be stated in the records of the Regional Planning Commission staff and a copy of said record shall be forwarded to the subdivider.** If **disapproved conditionally approved**, the subdivider shall make the necessary corrections and resubmit the **updated** final plat within ~~thirty (30)~~ **sixty (60) calendar** days to the Regional Planning Commission staff for its final approval, **or the Final Plat application will expire.** The Regional Planning Commission staff shall not disapprove the final plat if the developer has done everything that he/she was required to do and has proceeded in accordance with the conditions and standards specified in the approved preliminary **plat plan**. No plat shall be recorded until it is endorsed with the Regional Planning Commission's Executive Director's final or unconditional approval. **If the plat is disapproved, the grounds for disapproval including citation of or reference to the rule violated by the plat shall be stated in the records of the Regional Planning Commission staff and a copy of said record shall be forwarded to the subdivider.** If the Regional Planning Commission refuses **to approve** a plat, the person submitting the plat may file a petition within sixty- (60) days after such refusal in the Court of Common Pleas of the county in which the land described in said plat is situated to reconsider the action of the **County's** Regional Planning Commission. **A board of township trustees is not entitled to appeal a decision of the Regional Planning Commission under this section.**

SECTION 317: FINAL PLAT APPROVAL PERIOD

The approval of a final plat by the Regional Planning Commission staff shall be effective for a **maximum** period of six (6) months unless the Regional Planning Commission **staff** has granted an extension of the approval period. If the final plat is submitted to be recorded after the six (6) month period, the subdivider or their engineer must re-submit the plat to the Regional Planning Commission staff for re-approval and pay all applicable fees due at the time of re-submittal. **Procedures for an extension of a final plat approval period shall be in accordance with Article VIII of these Regulations.**

SECTION 318: TRANSMITTAL OF COPIES

When the Board of County Commissioners has approved the final plat, the original Mylar shall be left in the County Tax Map Department for processing, to be completed in 1-3 business days. Thereafter the applicant shall take the Mylar to the County Auditor and record it with the County

Recorder after all necessary certifications are received.

SECTION 319: ALTERNATIVE RECORD PLAT PROCEDURES

- A. A subdivider may submit a final plat of a subdivision for approval by the RPC without first having received approval of a preliminary plan, if the following conditions are met:
 - 1. The subdivision contains no more than three (3) lots.
 - 2. The subdivision is located along an existing, dedicated public street and involves no opening, widening or extension of any street.
 - 3. The Executive Director determines that no unusual conditions exist which would require separate reviews of a preliminary plan and final plat.
- B. An application for final plat approval under this procedure shall be submitted digitally to the Warren County Regional Planning Commission in Adobe Portable Document Format (PDF) or other format found acceptable by the Executive Director or designee and shall include the following:
 - 1. A completed final plat application form.
 - 2. A final plat which meets, the requirements of Section 311 containing all of the information required in Section 312.
 - 3. The proper fees as required per Sections 600 and 902.
- C. Alternative plats that are submitted to satisfy the requirements of the Conservation Design Option shall include the language found in Section 800 (B) "Open Space Easements" to clarify uses permitted and prohibited in the open space easement. Any variation from said language may only be made with the approval of the County or Township Zoning Commission or an appointed zoning staff person acting on their behalf.
- D. The filing deadlines and approval procedures for the alternative plat review process shall be the same as those specified for the review of a final plat.

SECTION 320: REPLATS

The requirements and procedures to be followed for modifying an existing, recorded subdivision plat shall be the same as those specified for final plats. Replats do not require GPS coordinates as specified in Section 314 H. In addition to meeting the requirements of a record plat, approval of a replat shall be based on the following criteria:

- A. A replat of lots that is within an existing, approved preliminary plan shall continue to conform to the requirements and design of said preliminary plan. If the replat constitutes a major deviation from the existing, approved preliminary plan, the Regional Planning Commission Executive Director may require the subdivision first submit a concept plan and preliminary plan prior to receiving approval for the replat.

- B. A replat resulting in a net increase in buildable lots may first be required to submit a revised concept plan and preliminary plan subject to the determination of the Regional Planning Commission Executive Director according the following provisions:
 - 1. The replat would result in a net increase in buildable lots as approved at the time of preliminary plan.
 - 2. The replat results in a net increase in buildable lots where there is no associated preliminary plan. This would be the case for alternative plats and record plats that predated preliminary plan requirements.
 - 3. Replats that result in a net increase in buildable lots, but do not exceed the number of lots approved at preliminary plan, are exempt from the requirement to submit a revised concept plan and preliminary plan, provided the replat does not deviate significantly from the approved preliminary plan as stated in Sec. 319 (A).
- C. A replat may not result in the deletion of any notes or restrictions placed on the original record plat without the consent and approval of the planning authority having jurisdiction.

SECTION 321: RIGHT-OF-WAY DEDICATION PLATS

The requirements and procedures to be followed for right-of-way dedication plats shall be the same as specified for final plats.

SECTION 322: MINOR SUBDIVISIONS

- A. The Regional Planning Commission may grant approval without a plat of a minor subdivision if the proposed division of a parcel of land meets all of the following conditions:
 - 1. The proposed subdivision is located along an existing public street and involves no opening, widening, or extension of any street.
 - 2. No more than five (5) lots or parcels less than five (5) acres in size are involved after the original tract has been completely subdivided.
 - 3. The proposed subdivision is not contrary to applicable subdivision or zoning regulations. Administrative approval shall not be granted if any variance from either zoning or subdivision regulations is requested. Variances to subdivision regulations may only be granted by the Regional Planning Commission and not the administrative officer, and variances to zoning codes only by the proper board of zoning appeals.

The Regional Planning Commission has the authorization and the responsibility to apply any pertinent subdivision regulations to a proposed minor subdivision in the interest of public benefit as stated in the Preamble to these regulations. This means that a request for a minor subdivision may be properly denied and a

record subdivision plat required in order for the proposed subdivision not to be contrary to applicable subdivision regulations.

- B. The Administrative Officer of the Regional Planning Commission shall within seven (7) working days after submission take action upon such proposed division. If the proposed division is acceptable, a conveyance for said parcel shall be presented to the Administrative Officer who shall sign the conveyance and stamp it "Approved by the Warren County Regional Planning Commission: No Plat Required."
- C. The application for a minor subdivision shall include the following:
 - 1. A completed application form.
 - 2. A metes and bounds legal description for each parcel being created.
 - 3. A survey that conforms to the standards and requirements of the Warren County Tax Map Department.
 - 4. A letter from the Warren County Combined Health District which indicates approval of the use of on-site wastewater disposal facilities if the subdivision is not served by a central sanitary sewer system.
 - 5. A letter from the Warren County Engineer's Office or the Ohio Department of Transportation (ODOT) which indicates access approval.
 - 6. A letter from the Zoning jurisdiction which certifies that the proposed parcel and remainder each meets the zoning minimum required area and road frontage and, if applicable, required setbacks for existing structures.
 - 7. The proper fees as required in Section 902.
- D. Whenever a minor subdivision abuts a public street designated in the Official Thoroughfare Plan, the subdivider shall be required to grant an easement or dedicate to the appropriate governmental jurisdiction the required amount of right-of-way specified in the Official Thoroughfare Plan. Said easement or dedication shall be measured from the centerline of the public street and shall be clearly stated on the deed or an attached exhibit presented to the RPC staff. RPC staff shall stamp the deed "No Plat Required" only if the deed (or the attached exhibit) includes the required language, and if the deed has been signed by all owners and lienholders and has been notarized.
 - 1. Said note, to be included on the deed or attached exhibit, shall state exactly:

Grantor hereby reserves as a permanent easement for the benefit of Warren County* to be used for public use forever the following described property for public road and utility purposes: _<insert distance in feet per Thoroughfare Plan**> feet measured from the present centerline of <insert name of road> by a parallel line across the front of the lot in accordance with the official Warren County Thoroughfare Plan, as amended. Said easement shall bind and inure to the benefit of each party

hereto and their respective successors and assigns, and shall run with the land in perpetuity.

*State of Ohio is used instead of Warren County if the lot frontage is along a U.S. or State Route.

**The # of feet for the easement is determined by right-of-way specified by the Warren County Thoroughfare Plan for the class of road along which the lot frontage will be created.

- E. A minor subdivision application shall expire if the proposed lots have not been recorded in the County Recorder's Office within two (2) years of the date that the Regional Planning Commission accepted the minor subdivision application.
- F. Whenever all of the owners of a previously approved division of a parcel of land by minor subdivision process under this section ("minor subdivision lots") seeks to modify the width, lot lines or the area of one (1) or more minor subdivisions lots to increase the size of a minor subdivision lot, the minor subdivision lot modification requires the owner to submit a Minor Subdivision Lot Modification Application to the RPC for review and approval prior to recording a deed resulting in such a modification. Modification shall be reviewed if the existing parcels are adjacent to each other; are not separated by a public roadway; and the acreage of the modified parcel is five acres or less. Upon submission of a Minor Subdivision Lot Modification Application, RPC staff shall verify that the proposed lot modification is subject to RPC review. This section shall not apply to a parcel being redefined by new survey. The following information shall be submitted:
 - 1. A Minor Subdivision Lot Modification Application with all information required on the form along with the review fee as established; and
 - 2. A deed for the modified parcels.

SECTION 323: ITEMS TO BE CONTAINED ON PLAT OF SURVEY FOR MINOR SUBDIVISIONS

All items on the Plat of Survey shall conform to the Survey Plat Requirements as established by the Warren County Engineer's Office Tax Map Department.

SECTION 324: TRANSFER OF PROPERTY BETWEEN ADJOINING OWNERS

- A. Where a transfer of property between adjoining owners, which is less than five (5) acres in size, results in a residual parcel, which is also less than five (5) acres in size, said residual parcel shall be subject to the requirements of these regulations; and, the transfer of property shall be approved only if the residual parcel meets these requirements.
- B. The procedures for approval of a transfer of property between adjoining owners shall be as provided for in Section 320, with the following exceptions:

1. If the transfer of property is not within a recorded subdivision, it may be submitted as a minor subdivision, regardless of the number of lots, less than five (5) acres, which have previously been subdivided from the original tract.
 2. If the transfer of property is within a recorded subdivision, it may be submitted as a minor subdivision, if it does not involve the elimination or creation of any subdivision lot as a separate building site.
- B. The deed shall be notarized and signed by all owners and lienholders prior to being stamped "No Plat Required" by the RPC. Approval for the transfer of property shall not be granted unless the deed or the attached exhibit includes a note stating the lot to be conveyed is unbuildable.
1. Said note, to be included on the deed or attached exhibit, shall state exactly:

This conveyance is a transfer between adjoining lot owners. This parcel is not to be conveyed separately from the adjoining _____acre parcel, (*), without approval of the Planning Authority having jurisdiction.

*Options for the language in parentheses, as applicable, include:

O.R. _____, Page _____

D.B. _____, Page _____

Vol. _____, Page _____

Doc. # _____

SECTION 325: DEDICATION PROCEDURES

When submitting a final or record plat for recording, the developer and/or their engineer must complete the following steps, before the plat can be forwarded to the County Commissioners' for the dedication of the right-of-way:

- A. Have ready to record the proper documents to create a Home Owner's Association (HOA) or Property Owners Association (POA) for the maintenance of storm drainage systems and/or open space.
- B. To ensure Warren County that the construction and installation of such improvements as street surfacing, curbs, gutters, sidewalks, drainage, sanitary sewers, open space, and water supply items will be built, the subdivider shall comply with Section 701 Installation/Bonding of Improvements and 702 Maintenance Bonds.
- C. All associated erosion control fees must be paid as well as related items must be completed prior to recording of the final plat.

- D. Acceptance and recording of all easements not included in the subdivision plat must be submitted along with applicable platting fees.
- E. Submit a certificate of title to the Regional Planning Commission which shows the ownership of all lands to be dedicated to the public and that the title thereof is free and unencumbered. If the title is not free and unencumbered, then two requirements shall be met:
 - 1. If a mortgage exists on the property which is to be dedicated to the public, a release of mortgage must be filed with the County Recorder or the mortgagee (the bank or whoever holds title to the mortgage on the property) must sign the record plat.
 - 2. If an easement of record exists through any proposed right-of-way which is to be dedicated to the public, that easement must be subordinated to Warren County, vacated or maintenance agreement must be approved by the Commissioners.
- F. Submit to the Regional Planning Commission the Mylar drawing of the subdivision which shall be signed and stamped by a registered surveyor. All signatures from all entities involved in the platting process must be obtained prior to final submittal. All owners and mortgage holders signatures must be notarized and dated.
- G. Provide an executed copy of an agreement with the Township for maintaining clear roadway surfaces per Section 412 of these regulations.
- H. Provide an executed copy of a lighting district agreement with the Township.

SECTION 326: COUNTY COMMISSIONER'S APPROVAL

When the developer and their engineer have completed all the steps in the record plat submittal stage, the plat may be submitted for consideration by the Board of County Commissioner's. A date and time will be scheduled for their signatures at the next available regular meeting.

SECTION 327: RECORDING PROCEDURES

Upon approval of the final plat by the Regional Planning Commission Executive Director and the County Commissioner's, the plat shall go through the following procedures:

- A. The Regional Planning Commission forwards the mylar of the approved plat, signed by the Board of County Commissioners, to the Map Room where it is assigned permanent parcel numbers for the lots created. This takes 1-3 business days. The agent shall contact the Tax Map Department to determine when it is processed and ready to be retrieved by the agent for recording.
- B. The Developer or their engineer is responsible for picking up the plat and taking it to the Auditor's Office for review and processing. All applicable transfer fees will be due at the time of submittal.

- C. The Developer or their engineer is responsible for picking up the plat from the Auditor's Office and taking it to the Recorder's Office for review and processing. All applicable recording fees will be due at the time of submittal.

SECTION 328: DIGITAL SUBMITTAL; EXCEPTION

Submittals in accordance with Sections 302, 306, 314, 318, and 319 shall be filed digitally in conformance with specific requirements of these Subdivision Regulations, or other digital format found acceptable by the Executive Director; except, an applicant may request a waiver of the digital submittal requirement from the Executive Director, who may grant a waiver and allow paper filings upon being satisfied the applicant does not have the technology to create and submit digital filings.

ARTICLE IV

SUBDIVISION DESIGN STANDARDS AND IMPROVEMENT REQUIREMENTS

SECTION 400: GENERAL STATEMENTS

The regulations in Article IV shall control the manner in which streets, lots and other elements of a subdivision are arranged on the land. These design controls shall help insure convenient and safe streets, creation of usable lots, and provision of space for public utilities. The planning of attractive and functional neighborhoods shall be promoted, minimizing the undesirable features of unplanned, random growth and avoiding congestion of population.

The Regional Planning Commission has the responsibility for reviewing the design of each future subdivision early in its design development. The Regional Planning Commission shall insure that all of the requirements of Article IV are met.

SECTION 401: SUITABILITY OF LAND

If the Regional Planning Commission finds that land proposed to be subdivided is unsuitable for subdivision development due to flooding, poor drainage, topography, inadequate water supply, transportation facilities, and other such conditions which may endanger health, life, or property; and, if from investigations conducted by the public agencies concerned, it is determined that in the best interest of the public the land should not be developed for the purpose proposed, the Regional Planning Commission shall not approve the land for subdivision unless adequate methods are advanced by the subdivider for solving the problems that will be created by the development of the land.

SECTION 402: CONFORMITY WITH ZONING RESOLUTIONS

No preliminary or final plat of land within the area in which an existing zoning resolution is in effect shall be approved unless it conforms to such resolution.

SECTION 403: TRAFFIC MANAGEMENT

- A. **TRAFFIC MANAGEMENT PURPOSE.** Traffic Management Regulations are adopted for the purpose of promoting traffic safety and efficiently, maintaining proper traffic capacity and flow, improving public safety, achieving adequate sight distances, minimizing the future expenditure of public revenues and improving the design and location of access connections to County and Township roads while providing necessary and reasonable ingress and egress to properties along those roads.

- B. **LEVEL OF SERVICE (LOS) STANDARD.** No subdivision plat shall be approved if the development of such plat, at full occupancy, will result in or increase traffic on County or Township roads so that the street system affected by such development does not

function at an average daily level of service "C" or better (8 hour standard) and peak hour level of service "C" or better as determined by the Warren County Engineer. The applicant may propose and construct approved traffic mitigation measures to provide adequate roadway capacity for the proposed subdivision. Where a subdivision plat proposes to access a road that is currently functioning below the minimum level of service standard equal to "C" for the average daily level of service and "C" for the peak hour level of service and there are no alternatives for access, the proposed development shall demonstrate that it will not diminish the existing volume to capacity ratio, unless otherwise mitigated, prior to consideration of the proposed development. For roads that are currently functioning at a level of service equal to "A" or "B", no subdivision shall be permitted to degrade the level of an existing proposed access road(s) more than a single grade level.

Where Townships have adopted Traffic Impact Study requirements or access management plans that are equal to or exceed the requirements of the Warren County Access Management Regulations, the Warren County Engineer and the Warren County Regional Planning Commission will recognize these regulations.

- C. **TRAFFIC IMPACT STUDIES.** A Traffic Impact Study (TIS) shall be required for any proposed access to a proposed subdivision or land use which will generate or has the potential to generate traffic volumes equal or exceeding 10 vehicle trip ends for the proposed development at full build out and occupancy during the highest peak hour. A TIS may be required for sites generating less traffic than this threshold at the discretion of the County Engineer if a site is located within a known safety and/or congestion problem area, or to determine the impact on neighborhoods adjacent to development. Traffic Impact Studies shall utilize the Institute of Transportation Engineers (ITE) Trip Generation Manual, most recent publication, for calculating projected traffic volumes and prepared according to the Traffic Impact Study Requirements for County and Township Roads of Warren County, Ohio and shall include a definition of the study area, horizon year, specific time periods to be analyzed, a description of site and non-site analysis, turn lane analysis and on site parking treatment. The Warren County Engineer may also require the developer to provide estimated customer or vehicle counts from similar development in the absence of, or in addition to, available data from the ITE Trip Generation Manual.

Variations in seasonal effects (recreational routes, tourist attractions, harvest season, etc) should be taken into account when compiling the Traffic Impact Analysis. Use of seasonal adjustment factors should be approved by the RPC and Warren County Engineer's Office or the Ohio Department of Transportation. The intent is not to assess maximum peak hourly volumes, such as the day after Christmas for a retail development, but to address peak seasonal volumes. If traffic counts were collected in the winter months, and the peak tourist traffic period occurs during the spring and summer months, the counts should be adjusted.

The Engineer's Office or the Ohio Department of Transportation may require that the Average Daily Traffic Volume, seasonal adjusted, on all roadway segments within the study area be based on actual field collected traffic counts for areas that experience heavy recreational movements. Manual traffic counts used for TIS analysis should represent typical activity for the site and the study area. Steps should be taken to avoid collecting manual traffic counts during special events, holidays, construction periods, bad weather, or any other times when conditions at the site or in its vicinity may affect average traffic conditions. If the County Engineer or the Ohio Department of Transportation determines there is no reliable TIS model that is adequately suited to the general conditions of a proposal, then consideration of seasonal effects shall not be required.

- D. **SIGHT DISTANCE STUDY.** Upon the submission of a Concept Plan for Subdivisions, or a Minor Subdivision (lot split), or re-plat that changes the road frontage or access points for the re-platted lot(s), the Warren County Engineer shall evaluate sight distance along the road frontage, and based upon this review may require a sight distance study for review and approval. A letter stating the results of the review shall be prepared and forwarded to the Regional Planning Commission.
- E. **CHANGE IN ROAD FUNCTIONAL CLASSIFICATION.** Any proposed subdivision that would, based on technical data, result in the change in Road Functional Classification, as shown in the Warren County Official Thoroughfare Plan, shall receive particular review to determine the impact of the Functional Road Classification change on existing properties and developments.
- F. **FRONTAGE IMPROVEMENTS.** Where the proposed minor or major subdivision has frontage along an existing public roadway, the developer shall, at a minimum, improve the development side of the road right-of-way area so that there is a minimum of twelve (12) feet of asphalt pavement on the development side of the road centerline along with a graded shoulder and roadside ditch consistent with the Official Thoroughfare Plan typical section for the Functional Classification of the frontage road. If a sidewalk, trail or bikeway is required to conform to an adopted County or Township Master Plan or as required by the Regional Planning Commission, then that improvement shall be installed as part of the project. Additional frontage improvements may be required to satisfy this Section.
- G. **ACCESS POINTS.** The minimum access point requirements for major subdivisions which involve the construction/extension of public streets are as follows:
 - 1. **An access point is required to all existing public roadways that front the subdivision site.** Access points to existing roadways adjacent to the subdivision site, including arterial, collector/distributor, collector and local roads, as well as local subdivision streets, are required as follows:
 - a. For subdivisions with less than fifty (50) units, a minimum of one (1) access point to an existing roadway is required.

- b. For subdivisions with fifty (50) units or more, a minimum of two (2) access points to an existing roadway or roadways are required, except in cases where the access management regulations of Warren County or ODOT (as applicable) would prevent the provision of a second location.
 - c. For commercial and industrial developments, more than one (1) access point may be required if the development is estimated to generate fifty (50) or more peak hour trips.
 - 2. Access points are required to connect to all existing street stubs (including "paper streets") adjacent to the proposed subdivision site.
 - 3. Access points are required to connect to all street stubs which are planned as part of an approved preliminary plan or site plan on an adjacent site.
 - 4. Access points are required in all other locations for future roadways as required by the Warren County Thoroughfare Plan.
 - 5. A minimum of one (1) access point is required to each adjacent property that is considered undeveloped. An adjacent property shall be considered undeveloped if it meets all three of the following criteria:
 - a. The adjacent property is unplatted.
 - b. The adjacent property is classified as agricultural or vacant by the Warren County Auditor.
 - c. There is no preliminary plan or site plan currently approved for the adjacent property.
 - 6. A minimum of one (1) access point is required to each adjacent property that is considered undeveloped as determined by RPC staff, based on the following factors:
 - a. Whether the same property or properties are of sufficient size to accommodate a possible future expansion of development; and
 - b. Whether the adjacent property or properties contain sufficient area free and clear of buildings, structures, or other obstacles to make future expansion of development possible.
 - 7. Nothing in above subsections (1) through (6) prevents a single access point from satisfying multiple provisions stated above.
- H. **ACCESS POINT WAIVER REQUESTS.** Waiver requests for one (1) or more of the minimum access point requirements stated above in subsection (G) may be made by the applicant/developer to the Regional Planning Commission. Such request must be made in writing, specifying justification for the waiver, and submitted at the same time as a Concept Plan application. Each required access point requested to be waived shall

constitute a separate waiver request and a separate decision for the RPC Executive Committee to consider, although such decisions may be made by the Executive Committee in one motion. Factors the RPC Executive Committee may consider when making a determination of whether to grant or deny each access point waiver include, but are not limited to, those listed below:

1. The existence of natural features, such as steep slopes, blue line streams, wetlands, significant wooded or vegetated areas, or other challenging topographic conditions;
2. Existing or projected traffic patterns;
3. Relationship to existing or planned roadway networks;
4. Ensuring better access management;
5. Existing or future land use classifications on adjacent properties and sites;
6. Existing zoning classifications on adjacent properties and sites;
7. The total number of access points which are planned for the subdivision (e.g. whether the total number of access points is considered sufficient for facilitating connection to possible future adjoining developments);
8. Length of boundaries between the subdivision site and adjoining properties (properties that share a long boundary with the subdivision site may be required to have multiple access points);
9. Length of boundaries between the subdivision site and adjoining right-of-way;
10. Access to certain amenities or points of interest;
11. Comments from reviewing agencies/departments;
12. Whether the adjacent property or properties are of sufficient size to accommodate a possible future expansion of development; and
13. Whether the adjacent property or properties contain sufficient area free and clear of buildings, structures, or other obstacles to make future expansion of development possible.

I. **FIRE APPARATUS ACCESS ROADS. Two fire apparatus access points are required for major subdivisions which involve the construction/extension of public/private streets, where the number of dwelling units exceeds 30. A fire apparatus access road provides external access to the subdivision for fire services. Fire apparatus access roads shall be developed in accordance with the construction standards in Appendix D of the Ohio Fire Code. A public/private roadway constitutes a fire apparatus access road.**

J. **FIRE APPARATUS ACCESS ROAD WAIVER REQUEST. A waiver request may be granted by RPC Executive Committee at Concept Plan. Factors the RPC Executive**

Committee may consider when making a determination of whether to grant or deny a fire apparatus access road waiver include, but are not limited to, the following:

1. **Comments from the fire code official and review departments/agencies.**
 2. **The existence of natural features, such as steep slopes, blue line streams, wetlands, significant wooded or vegetated areas, or other challenging topographic conditions.**
- K. **STREET STUB SIGNAGE.** A developer shall erect and maintain a sign displaying the words "This street will connect in the future" at the end of all new stubs to adjacent properties, until such time as the street is accepted for maintenance by the County or Township. The sign shall be removed at the time of street extension. This statement must also be provided on the final plat as a general note or a label at the stub.
- L. **ROADWAY MITIGATION PLAN.** In addition to, or in lieu of the owner/developer constructing offsite roadway improvements required of a development to meet the level of service standards specified in paragraph (B) of this section, the Warren County Regional Planning Commission may consider a proposal from the owner/developer to provide funding to the Warren County Board of Commissioners to be utilized for the future consideration of the necessary offsite roadway improvements. When evaluating a fee-in-lieu-of proposal, the Warren County Regional Planning Commission shall consider the current and projected levels of service of the roadway network, the merits of deferring the necessary roadway improvements, the total cost of the offsite improvements, and the impacts attributable to the development as determined by a traffic impact study prepared in accordance with the County TIS guidelines and approved by the Warren County Engineer. If, during the review of a submitted concept plan, it is determined to be desirable in writing by a reviewing authority that necessary offsite roadway improvements be deferred, then the submission of a preliminary plan to the Warren County Regional Planning Commission shall be contingent upon attachment of a copy of an executed funding agreement with the Warren County Board of Commissioners.

SECTION 404: STREET CLASSIFICATIONS

All streets in all subdivisions and all streets as shown on the Official Thoroughfare Plan shall be classified as one of the following: Local, Minor Collector, or as provided in Section 3 of the Official Warren County Thoroughfare Plan. Private streets are permitted only in new subdivisions that are part of a Planned Unit Development (See Article V - Planned Developments).

SECTION 405: SPECIAL STREET TYPES

The following requirements shall apply to special street types:

- A. **One Way Streets:** One-way streets are permitted in new subdivisions if the Regional Planning Commission determines that they are properly integrated with the existing and proposed street systems in the area. One-way streets shall be permitted only as local

streets.

- B. **Marginal Access Streets:** Where a **major** subdivision abuts or contains an existing or proposed collector or arterial street Distributor, a marginal access street shall be provided, if the subdivision design is such that lots would require direct vehicular access onto the collector or arterial street. **Where a major subdivision abuts or contains an existing or proposed local street, a marginal access street may be required by the Warren County Engineer's Office, based on a Traffic Impact Analysis.**
- C. **Dead End Streets:** The Regional Planning Commission shall determine whether a street should be extended to an adjacent property, for future access to that property, and whether said street shall ultimately be a cul-de-sac street or connect to another street in the roadway network.

SECTION 406: RIGHT-OF-WAY

- A. Right-of-way dedications are required for all streets within or abutting a subdivision.
 - 1. Right-of-way dedications for existing streets shall be in conformance with the requirements of the Official Thoroughfare Plan.
 - 2. Right-of-way dedications for new streets, or streets not shown on the aforementioned plan, are specified in Table 1.
 - 3. Right-of-way dedications for new roads that are an extension of an existing road may match the right-of-way width of the existing street provided the road extension meets the following criteria:
 - a. The road extension belongs to the same road classification as the existing street segment.
 - b. There is no reason related to the subdivision of land that would require the standard right-of-way width for the proposed road extension.
 - c. The extension of a nonconforming right-of-way will terminate at the next road intersection or at a new road name.
 - d. A right-of-way proposed as part of a record plat may deviate from the Official Thoroughfare Plan if it conforms to an approved preliminary plan.

Table 1:

<i>Type of Street</i>	<i>Streets with curb & gutters</i>	<i>Streets without curb & gutters</i>
Local (public or private)	50 feet	60 feet
Minor Collector	60 feet	80 feet
All Others	See Thoroughfare Plan	See Thoroughfare Plan

- B. The Developer shall construct a cul-de-sac to the design standards provided in the Warren County Design Manual where a roadway stub is constructed to the Subdivision Boundary that will be longer than 750 feet in length except where there are no driveways proposed on the stubbed street.
- C. The Regional Planning Commission shall determine the right-of-way requirements for arterial streets at the time of Preliminary Plan review.
- D. Easements or separate lots shall be provided for private streets. The easement/lot widths shall conform to the Thoroughfare Plan.
- E. The right-of-way requirements for a marginal access street without curbs and gutters may be reduced if a common drainage ditch is shared with the adjacent collector or Arterial Street.
- F. When required by the Regional Planning Commission, area for right-of-way for future thoroughfares shall be reserved within the boundaries of the subdivision plat.

SECTION 407: PUBLIC UTILITY EASEMENT

- A. An easement, designated as the "Public Utility Easement", shall be located on both sides of the right-of-way of all existing and proposed streets within and adjoining a subdivision. The purpose of the easement is to provide for the placement of gas, electric, cable or telephone lines as needed, and to provide for street sight distances and the maintenance and repair of streets or facilities located within the easement.
- B. The Public Utility Easement shall be a minimum of ten (10) feet in width, and shall adjoin the road right-of-way.
- C. The Public Utility Easement is not required on the arterial street side of the right-of-way of a marginal access street.

SECTION 408: STREET DESIGN AND CONSTRUCTION REQUIREMENTS

- A. The subdivider shall be responsible for the construction of all new streets within a subdivision.
- B. A land use change or development on existing road frontage or a previously approved street, which increases traffic volumes, involves safety or new entrances or exits, shall be reviewed for any improvements to adjoining, existing streets that may be required for the changed conditions.
- C. All streets in all subdivisions shall meet the geometric and construction design standards of the Warren County Board of Commissioners.

SECTION 409: INTERSECTION DESIGN STANDARDS

- A. Multiple intersections involving junctions of more than two (2) streets (four-way) are not

permitted.

- B. Three-way or T-intersections are to be utilized on local streets wherever possible.
- C. The minimum corner clearance between intersections on a road or street shall be as specified in the Warren County Access Management Regulations, as amended.
- D. Intersections between streets within or adjacent to all subdivisions shall meet the geometric design standards of the Warren County Board of Commissioners.

SECTION 410: COMMERCIAL SUBDIVISION STREETS

Streets serving business developments and accessory parking areas shall connect with collector or arterial streets. Driveways serving business developments and accessory parking areas shall connect with collector streets only. The intersections of driveways shall be offset from other driveways or street intersections by a minimum of 660 feet on collector streets. If constraints exist on the property due to size, sight distance or other factors, the Regional Planning Commission shall determine driveway intersection locations at the time of preliminary ~~plat~~ **plan** review. The Regional Planning Commission shall approve the location of curb cuts for commercial driveways. The Regional Planning Commission may require marginal access streets to provide maximum safety and convenience.

SECTION 411: INDUSTRIAL SUBDIVISION STREETS

Streets serving industrial developments and accessory parking areas shall be planned to serve industrial areas exclusively and shall connect with collector or arterial streets so that no traffic from an industrial area will be directed into any residential streets. Driveways serving industrial developments and accessory parking areas shall connect with collector streets only. The intersections of driveways shall be offset from other driveways or street intersections by a minimum of 660 feet on collector streets. If constraints exist on the property due to size, sight distance or other factors; the Regional Planning Commission shall determine driveway intersections at the time of preliminary ~~plat~~ **plan** review. The Regional Planning shall approve the location of curb cuts for industrial driveways. The Regional Planning Commission may require marginal access streets to provide maximum safety and convenience.

SECTION 412: DEVELOPER MAINTENANCE OF UNACCEPTED STREETS

The Developer is responsible for maintaining all public roadway surfaces within the platted subdivision area free from all potential hazards and/or nuisances until such time as the subdivision has been formally accepted by the County for public maintenance. To provide for the occasion when the developer, for whatever reason, does not remove sufficiently clear the roadway area of any potential hazard and/or nuisance such as snow, ice, mud, debris, or other objects in a timely manner the developer shall enter into an agreement preceding the approval of a final plat which:

- A. Grants permission to the County and township to enter into the subdivision development in order to perform on the maintenance activities necessary to remove potential roadway hazards and/or nuisances from all streets where future public

maintenance is anticipated.

- B. Holds the County or township harmless of all liability related to the performance of these maintenance activities.
- C. Provides for the reimbursement to the County or township for the cost of snow and ice removal within thirty-(30) days of receipt of an invoice.

The County Engineer or Township Roadway Superintendent will determine whether or not the developer has sufficiently cleared the roadway in a timely manner and the scope of maintenance activities required.

SECTION 413: DRIVEWAYS AND OFF-STREET PARKING

- A. A private driveway may be used to provide vehicular access to more than one (1) single family, detached dwelling unit; however, no driveway shall serve more than five (5) single family, detached dwelling units. Any driveway that serves more than five (5) dwelling units shall be considered a street and shall be designed and constructed in accordance with the standards of the Warren County Board of Commissioners for public or private streets.
- B. Access roads or vehicular travel ways within subdivisions containing single family attached dwelling units or multi-family dwelling units shall be considered streets, and shall be designed and constructed in accordance with the standards of the Warren County Board of Commissioners for public or private streets.
- C. Driveways are permitted as a means of vehicular access in all commercial and industrial subdivisions.
- D. All lots that contain one-family and two-family residences within a subdivision shall be designed to provide two (2) unobstructed, off-street parking spaces per dwelling unit, exclusive of garage spaces. These parking spaces shall not encroach on the area contained within the public utility easement that adjoins the road right-of-way when they are located within one hundred (100) feet of an intersection. The parking spaces shall not encroach on any sidewalk or other public walkway, nor shall they be located between the sidewalk and street pavement.
- E. Driveways are not required to meet the street design and construction standards of the Warren County Board of Commissioners.
- F. The number of driveways accessing existing public streets shall be kept to a minimum.
- G. The appropriate use of common driveways is encouraged where lots will access an existing public street, common driveways shall be used where appropriate to minimize the number of curb cuts required.
- H. The developer shall provide, as a part of the preliminary plat **plan or minor subdivision**

review, a driveway maintenance agreement for all lots using common driveways. **An updated recorded driveway maintenance agreement shall be submitted as part of replat, alternative plat, final plat, or updated preliminary plan review.**

SECTION 414: STREET NAMES

- A. Whenever a new street is constructed as an extension of an existing street, its name shall be the same as that of the existing street.
- B. To avoid duplication and confusion, the proposed names of all streets shall be approved by the Warren County Engineer Main Office, prior to such names being assigned or used on the final plat.
- C. The words north, south, east, or west should be avoided as part of a street name whenever possible.
- D. The Warren County Engineer shall assign all house numbers in accordance with the current house numbering system in effect in Warren County.

SECTION 415: POSTAL FACILITIES

- A. These regulations do not regulate individual mailboxes.
- B. In situations where the USPS determines that new development will require combined postal delivery rather than individual mailbox delivery, the following requirements shall apply:
 - 1. Maintenance of cluster mailbox units, as well as any associated shelters, structures, lighting, parking and other related amenities shall be the responsibility of the homeowners. Establishment of a homeowners' association is strongly encouraged in developments where individual mail delivery is unavailable.
 - 2. Cluster mailbox units are encouraged, but not required, to be sheltered or housed within a building/structure. Whenever feasible, cluster mailbox units should be located within an amenity center (e.g. clubhouse), if one is proposed for the development.
 - 3. A separate parking lot may be provided to serve cluster mailbox units, in which case the number of parking spaces to be provided shall be 1 per every thirty-two (32) individual address mail drops, rounded up to the nearest whole number. Multiple parking lots may serve multiple cluster mailbox unit locations.
 - 4. In cases where a separate parking lot is not provided, a pull-off lane or driveway shall be required for all cluster mailbox units, the design of which shall be to the satisfaction of the Warren County Engineer's Office. The length of any such pull-off lanes/driveways shall accommodate a minimum of 1 parking/stacking space per every thirty-two (32) individual address mail drops, rounded up to the nearest whole number. Developers may install multiple pull-off lane/driveway locations

throughout the subdivision, or concentrate all cluster mailbox units on one pull-off lane/driveway to serve the entire subdivision. All pull-off lanes and driveways shall be located a minimum of one hundred (100) feet from the edge of pavement of all street intersections.

5. At a minimum, sidewalks shall be constructed from the pavement edge to the cluster mailbox area to facilitate pedestrian access and retrieval of mail by residents. Such sidewalks shall link into any other sidewalks that may be required by other provisions of these regulations.

SECTION 416: SIDEWALKS

Sidewalks shall be provided in new subdivisions as a system of pedestrian circulation that is separate from streets.

- A. All sidewalks shall be located in the Public Utility Easement outside the right of way unless otherwise permitted by the County Engineer.
- B. The provision of sidewalks in residential subdivisions shall be in accordance with the following standards for all streets:
 1. Sidewalks shall be required along both sides of all local streets in a subdivision where the gross density of the subdivision is two (2) dwelling units per acre or greater.
 2. Sidewalks shall be required along one side of all local streets where the gross density of the subdivision is between one (1) dwelling unit per acre and 1.99 dwelling units per acre.
 3. For subdivisions where the gross density of the subdivision is less than one (1) dwelling unit per acre, no sidewalks are required.
- C. Sidewalks may be required along both sides of all street types in all commercial and industrial subdivisions.
- D. Sidewalk requirements may be waived at the discretion of the RPC Executive Committee only where proposed streets connect to adjoining street stubs to allow the proposed sidewalks to match existing sidewalks (or absence of sidewalks).
- E. Sidewalks are required in any location where the Regional Planning Commission determines they are necessary for pedestrian movement and/or safety (i.e. the length of all major collectors, arterials, etc. that abuts the proposed development), along a property line to connect to schools, parks, or other existing or future public walkways.
- F. All sidewalks shall be designed and constructed in accordance with the standards of the Warren County Board of Commissioners.

SECTION 417: STREETS AND WALKWAY LIGHTING

Street and walkway lighting shall be provided in a subdivision in accordance with the following standards:

- A. Lighting shall be provided in the following locations:
 - 1. Street intersections.
 - 2. Street and walkway intersections.
 - 3. Street cul-de-sacs and mid block turnarounds.
 - 4. Any conflict areas as determined by the RPC.
- B. The design and construction of street lighting facilities and levels of illumination shall be in accordance with the standards of the Warren County Board of Commissioners.
- C. All street lighting facilities shall become part of a street lighting district, subject to approval of said district by the trustees of the township in which the subdivision is located.

SECTION 418: ELECTRIC AND COMMUNICATIONS SERVICES

Electric service and telephone service shall be provided within each subdivision. Telephone, electric, cable television, street lighting and all other wires, conduits and cables when provided shall be constructed underground and along the road frontage of all lots.

SECTION 419: WATER SUPPLIES

The following requirements shall govern the provision of a water supply within a subdivision:

- A. Where an adequate public water system is available and within a reasonable distance, as determined by the Warren County Sanitary Engineer, the subdivider or developer shall construct a system of water mains and connect with such public water system and provide a connection for each lot. The water system shall be designed and constructed in accordance with the requirements and standards of the Warren County Board of Commissioners and the Ohio Environmental Protection Agency.
- B. A Water supply may be provided by a system that is privately owned and operated. If the proposed water system serves fifteen (15) residences or twenty-five (25) persons or more, it shall be designed and constructed in accordance with the requirements of the Ohio Environmental Protection Agency. If the proposed system serves less than this number of residences or persons, it shall be designed and constructed in accordance with the requirements of the Warren County Combined Health District.
- C. Where a public water system is not available and a privately owned water system is not provided, the subdivider or developer shall provide for an individual water supply, which meets the requirements of the Warren County Combined Health District, for each lot in

the subdivision.

- D. Fire hydrants shall be provided in all subdivisions where the installation of a public water system is required. Fire hydrants may be required in subdivisions where private water systems are to be installed. Hydrant locations and design shall be in accordance with the standards of the Warren County Board of Commissioners.

SECTION 420: WASTEWATER DISPOSAL

The following requirements shall govern wastewater disposal within a subdivision.

- A. Where an adequate public sanitary sewer system is reasonably accessible in the determination of the Warren County Sanitary Engineer, public sanitary sewers shall be installed to adequately serve all lots, providing lateral connections to the public system. Public sewer system extensions shall be designed and constructed in accordance with the requirements and standards of the Ohio Environmental Protection Agency and the Warren County Board of Commissioners. Combinations of sanitary sewers and storm sewers are prohibited.
- B. Where a public sanitary sewer system is not reasonably accessible, the subdivider shall provide a sanitary sewer system and treatment plant for the subdivision, provided that such sanitary sewer system and treatment plant is designed and constructed in accordance with the requirements and standards of the Ohio Environmental Protection Agency and the Warren County Board of Commissioners. Upon the completion of construction, ownership of the facilities shall be transferred to the Warren County Board of Commissioners, who shall be responsible for operation and maintenance.
- C. If the Ohio Environmental Protection Agency determines that sanitary sewer system and treatment plants are infeasible, lots may be served by individual disposal systems. The type of individual disposal system shall be approved by the Warren County Combined Health District prior to the approval of a preliminary plat ~~plan~~ **plan** for the subdivision. The design and construction of individual disposal systems shall be in accordance with the requirements and standards of the Warren County Combined Health District.

SECTION 421: STORMWATER MANAGEMENT AND MAINTENANCE

- A. Stormwater management facilities shall be provided in all new subdivisions. The design and construction of these facilities shall be in accordance with the standards as outlined in the Warren County Stormwater Management Regulations adopted by the Warren County Board of Commissioners.
- B. The developer of any subdivision with a storm water system must provide the Regional Planning Commission with written evidence of a perpetual maintenance agreement and the manner in which it is to be funded. The maintenance agreement shall be structured so that all property owners within the subdivision shall participate in the maintenance funding of the storm water system. An acceptable method of maintenance is through an incorporated Home Owners Association with the abilities to maintain all storm sewer

facilities outside of the right-of-way. A copy of the Association documents is to be submitted to the Warren County Engineer's Office for review.

SECTION 422: OFF-SITE IMPROVEMENTS

- A. The developer or subdivider may be required to contribute to the improvement of streets or utilities, not within the boundary of the proposed subdivision, if such improvements are necessary to serve the proposed subdivision.
- B. If streets or utilities are not available at the boundaries of a proposed subdivision, the developer or subdivider may be required to obtain the necessary easements or right-of-way and to construct extensions of such improvements.

SECTION 423: OVER-SIZING AND EXTENSION OF IMPROVEMENTS

- A. The utilities, pavements, and other land improvements required for the proposed subdivision shall be designed to serve adjacent lands if it is determined that such improvements would provide for the most desirable development pattern for the area.
- B. The subdivider shall be required to extend the necessary improvements to the boundary of the proposed subdivision to serve adjoining unsubdivided land.

SECTION 424: SURVEY MONUMENTS

- A. Permanent reference monuments shall be placed within the subdivision, and their location noted on the record plat. There shall be a minimum of four (4) such monuments placed within the subdivision. The Warren County Regional Planning Commission shall approve the location of these monuments at the time of final plat review. Additional monuments may be required for subdivisions that involve more than ten (10) lots.
- B. A monument shall be placed by the surveyor at all points on boundary lines where there is a change of direction, at all lot corners and along all new street centerlines where there is a change of direction.
- C. All monuments shall meet the design standards of the Warren County Board of County Commissioners.
- D. Monuments and lot corner pins shall be placed after all required subdivision improvements on a lot have been constructed.

SECTION 425: LOTS

The following regulations shall govern the design and layout of lots.

- A. The lot arrangement and design shall be such that all lots will provide satisfactory building sites, properly relate to topography and the character of surrounding physical features of the land.

- B. All lots shall conform to or exceed the requirements of these subdivision regulations and the zoning district requirements for the district in which they are located and the use for which they are intended except as provided for in item C in this section.
- C. Each lot shall front on a public right-of-way. The minimum lot size, width and frontage shall conform to the requirements of the zoning code for that township. Where a county or township zoning code is not in effect, the minimum lot size, width and frontage shall be as specified in Table 2. Where soil conditions are of such nature that proper operation of wells and septic tanks may be impaired, the Regional Planning Commission, upon recommendation from the Warren County Combined Health District, may increase the size of any or all lots in the subdivision, or not approve the lot or lots.

Table 2: Minimum Lot Size and Frontage Requirements (for Un-zoned Property)

Land Use		Lot Area	Lot Frontage	Lot Width
Single-Family	On-Site	1.25 acres*	100 feet	100 feet
Detached	Central	14,000 SF*	80 feet	80 feet
Single-Family	On-Site	Prohibited*		
Attached or Multi-Family	Central	7,500 + 2,500 SF per family*	80 feet	80 feet
Commercial	On-Site	1.25 acres*	100 feet	100 feet
	Central	14,000 SF*	80 feet	80 feet
Industrial	On-Site	1.25 acres*		
	Central	1 acre*	100 feet	100 feet

** All lots sizes are subject to the applicable Zoning Code where located and the Health Department Rules and Regulations.*

- A. The maximum depth of a lot shall not be greater than four (4) times the width of the lot. This restriction shall not apply to the panhandle portion of a panhandle lot; however, it shall apply to the remainder of the lot.
- B. Side lot lines shall not deflect more than thirty- (30) degrees from the perpendicular in relation to street centerlines. Where a lot is located on a street curve, deflection shall be measured against radial lines originating at the centerline of the curve. A side lot line shall maintain the same angle of deflection between the front lot line and the minimum building setback line as established by the zoning code.
- C. Double Frontage lots shall be avoided except where the Regional Planning Commission determines that it is essential to provide separation of residential development from arterial or collector streets.
- D. Except as approved by the Regional Planning Commission, panhandle lots are not permitted along the bulb of a cul-de-sac and are subject to meeting all applicable zoning requirements and the following criteria:

1. Review and consent of the township or the jurisdictional fire department and emergency services.
 2. The applicant submits written justification or explanation that the proposed development within the bulb of the cul-de-sac is designed and will function in a manner that is not detrimental to stormwater management; waste management; access management; parking; public utilities; driveway placement; mail delivery; and the environment and topography. If applicable, each of these factors shall be considered by the Regional Planning Commission but no single factor controls in making a decision, nor must all the factors support the decision.
- E. Panhandle lots shall not be used to avoid the construction of a public or Private Street where it is determined that construction of such street or streets are necessary.
- F. Fifty (50) feet of additional lot depth may be required where a residential lot in a subdivision backs up to a railroad right-of-way, a high-pressure gasoline or gas line, open drainage ditch, an arterial street or interstate highway, an industrial area or other existing land use which may have a detrimental effect on the residential use of the property, and where no local street is provided at the rear of such lot. Where a residential lot has its side lot line adjacent to any of the aforementioned, fifty- (50) feet of additional width may also be required.

SECTION 426: EASEMENTS

- A. Additional easements shall be provided for all utilities or public improvements not located within the right-of-way for a street or the public utility easement that adjoins the street right-of-way. The size and location of these easements shall be as determined by the Regional Planning Commission.
- B. Easements shall be provided for storm drainage purposes. Such easements shall conform substantially with the lines of any natural watercourse, channels, streams or creeks which traverse the subdivision, or for any new channel which is established to substitute for an existing natural watercourse, channel, stream or creek. Such easements shall be of such a width as to provide adequate area for the maintenance of the channel or watercourse and any incidental structures as determined by the Regional Planning Commission.

SECTION 427: PHYSICAL CHARACTERISTICS

Subdivisions should be planned to take advantage of the topography of the land, to minimize destruction of trees and topsoil and to preserve such natural features as watercourses, unusual rock formations, large trees, site for historical significance and other assets which, if preserved, will add to the quality and value of the subdivision and the community.

SECTION 428: FLOOD PLAINS

- A. The flood plain shall be defined as follows:
1. The one hundred (100) year flood plain, as identified by the Federal Emergency Management Agency in the report entitled Flood Insurance Study for the County of Warren, Ohio dated October 15, 1980, and accompanying "Flood Boundary and Floodway Maps" and "Flood Insurance Rate Maps" dated April 15, 1981 and any revisions thereto. The afore-named document and maps shall be considered to be a part of these regulations.
 2. For lands not within the scope of the study identified in Section 433-A-1, all lands designated on map sheets 1 through 30 inclusive of the Soil Survey of Warren County, Ohio (USDA-Soil Conservation Service, issued March, 1973), which is composed of the following soils:

Table 3: SOIL TYPES

Symbol	Soil Type	Symbol	Soil Type
AbA	Abscota Sand	Mu	Muck
Ag	Algiers Silt Loam	Rh	Riverwash
Ee	Eel Loam	Rn	Ross Loam
Gd	Genesee Fine Sandy Loam	Sh	Shoals Silt Loam
Gn	Genesee Loam	Sn	Sloan Silty Clay Loam
Lg	Lanier Sandy Loam		

- A. All streets, both public and private, which are located in the flood plain, shall be located at elevation which places the level of the street sub-grade, at the edge of pavement or at the back of the curb, above the elevation of the flood plain.
- B. The development of areas within a flood plain shall be in accordance with the FLOOD DAMAGE PREVENTION REGULATIONS. A development permit issued through the above named regulations shall be obtained prior to the approval of final plat for the subdivision.
- C. Alternate criteria for determining flood plains:
 - a. Variances. Variances from the flood regulations may be granted by the Flood Variance Board as specified in Section 4.5 of the Flood Damage Prevention Regulations.
 - b. Where a subdivider determines there is sufficient doubt as to the flooding of a particular portion of land that is specified as flood plain, he/she may have a flood hazard or other appropriate study prepared by technically qualified personnel. This

data will be submitted to the Federal Emergency Management Agency (FEMA) who will make a final determination as to whether the land in question should be determined as flood plain in the implementation of these regulations. If FEMA decides the area in question is not within the flood prone areas of the state, FEMA will issue a Letter of Map Revision (LOMR) which will revise the base elevation for the area of development.

D. Warning and disclaimer of liability.

The degree of flood protection required by these regulations is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur or man made or natural causes, such as ice jams and bridge openings restricted by debris, may increase flood heights. These regulations do not imply that areas outside flood plain areas will be free from flooding or flood damages. These regulations shall not create liability on the part of Warren County or any officer or employee thereof for any flood damages that result from reliance on these regulations or any administrative decision lawfully made hereunder.

ARTICLE V

STANDARDS FOR PLANNED UNIT DEVELOPMENTS

SECTION 500: GENERAL PROVISIONS

Planned unit developments are separate entities with distinct characteristics that are intended to be in harmony with natural site features and surrounding developments to a greater degree than standard subdivisions. The following sections indicate the extent to which conventional design standards may be modified to accommodate planned unit developments. The project must clearly demonstrate that the natural features of the site are being preserved and that the attributes of the project could not be achieved under strict adherence to conventional regulations.

SECTION 501: OBJECTIVES

It is the intent of Article V to accommodate creative and imaginative planned unit developments and to permit the utilization of innovations in land development practices. Recommendations to the approving authority should consider the following objectives:

- A. The conservation of natural features of the site.
- B. The creation of functional and diverse residential, commercial and/or mixed-use areas.
- C. The provision of usable and accessible community open space.
- D. The provision of safe pedestrian and vehicular circulation facilities.
- E. The separation of conflicting land uses, and/or the integration of complementary land uses.

SECTION 502: ZONING REQUIREMENTS

The planned unit development shall comply with all applicable zoning regulations and review requirements. The modification of subdivision design standards shall not constitute a variance to zoning requirements. Such variances, if necessary, shall be sought through the procedures outlined in the appropriate zoning resolution. Zoning approval of a planned unit development does not constitute either preliminary or final subdivision plat approval.

SECTION 503: ALTERNATIVE DESIGN STANDARDS

Planned unit developments that meet the intent and objectives contained in Sections 500 and 501 shall be eligible for a modification of conventional subdivision design requirements as outlined in Sections 504 to 506.

SECTION 504: STREETS

- A. Private streets shall be permitted in planned unit developments. All private streets shall be designed and constructed in accordance with the standards of the Warren County Board of Commissioners. Private streets, which do not meet the minimum standards for public streets, shall have a statement indicating the design speed placed on the record plat.
- B. If owners of private streets request that the streets be accepted for public maintenance in the future, their owners shall bear the full expense of any reconstruction or any other action necessary to make the streets fully conform to the requirements applicable at that time for public streets, prior to dedication and acceptance.

SECTION 505: SIDEWALKS

- A. Alternative pedestrian circulation systems are permitted in planned unit developments if, at a minimum, access is provided to all lots which would be served by sidewalks, as required by these regulations.
- B. All walkways shall be designed and constructed in accordance with the standards of the Warren County Board of Commissioners.

SECTION 506: TRAILS

- A. Proposed trails shall meet the requirements of Section 417.

SECTION 507: LOTS

- A. Lots shall have frontage on either a public or private street, except as provided for in Section 507-B.
- B. The Regional Planning Commission may permit the transfer of the simple title for parcels of land large enough to accommodate a single dwelling unit and its accompanying patio, gardens or small yard area if the following conditions are met:
 - 1. The project is within a planned unit development.
 - 2. The common parcel, which contains the parcel to be transferred, has road frontage on a public or private street. This method of title transfer shall be known as a "deed out".
- C. The required minimum lot sizes, as specified in Table 2, may be reduced by twenty (20) percent for planned developments that occur in an area where no zoning code is in effect.

SECTION 508: MONUMENTS

Monuments shall be required for all lots in a planned unit development as required per Sec. 424 "Survey Monuments". No part of Section 424 or this section shall be construed to require monuments for individual condo units.

SECTION 509: MANAGEMENT OF COMMON PROPERTY

- A. A Homeowners Association, or in the case of non-residential developments, an Owners Association shall be established to provide for the maintenance of all facilities and/or properties held in common within planned unit developments. These shall include, but not be limited to: private streets and walkways, private recreational facilities, common lots and open space areas.
- B. The developer shall submit evidence as to the financial ability of a homeowners association to maintain any property or facilities held in common ownership in a residential planned unit development. This evidence shall include at a minimum:
 - 1. The estimated annual cost of maintaining all common properties and facilities.
 - 2. The estimated monthly fee which will be assessed to each residential property and;
 - 3. An estimate of the value of the dwelling units that will be constructed within the planned unit developments.

SECTION 510: STAGING OF PLANNED UNIT DEVELOPMENTS

- A. Each stage of a planned unit development must be so designed so as to stand independently of future related stages in the event future stages are not constructed. The construction and provision of all the common open spaces and public and recreational facilities that are shown on the final development plan must proceed at the same rate as the construction of dwelling units.
- B. If a planned unit development contains non-residential uses, these uses may be constructed first, but only if the Regional Planning Commission finds, and records its finding on the final development plan, that the non-residential uses are consistent with the comprehensive plan for the community even if the residential area of the planned unit development is not built or not completed.

ARTICLE VI

REQUIREMENTS FOR THE CONSTRUCTION OF IMPROVEMENTS

SECTION 600: CONSTRUCTION PROCEDURES AND MATERIALS

The subdivider shall design and construct all improvements in accordance with the standards of the Warren County Board of Commissioners. The work shall be done under Warren County supervision and inspection and shall be completed within the time fixed or agreed upon by the Warren County Board of Commissioners. The minimum requirements for procedures and materials shall be in accordance with the standards of the Warren County Board of Commissioners, the Ohio Environmental Protection Agency, the Ohio Department of Health and Warren County Combined Health District.

SECTION 601: INSTALLATION/BONDING OF IMPROVEMENTS

- A. The developer or subdivider shall provide for the installation of required improvements utilizing one of the following methods:
 - 1. The construction of all improvements as required by the Warren County Board of Commissioners.
 - 2. The execution of a subdividers contract and a construction bond or other means of security with the Warren County Board of Commissioners.
- B. The construction of improvements or the execution of a bond shall be completed prior to the approval of the record plat by the Regional Planning Commission.
- C. The following improvements shall be installed or bonded, as required, prior to the approval of a final plat: earthwork, landscape restoration, new streets, improvements to existing streets, street signs, traffic control signs, sidewalks and other walkways/bicycle paths, stormwater drainage facilities, monuments and lot corner pins, street lights, mail pickup/drop-off facilities, sanitary sewer facilities, and water facilities.
- D. The bonds or other means of security shall be in accordance with the specifications and procedures of the Warren County Board of Commissioners.

SECTION 602: MAINTENANCE BONDS

Upon completion of the installation of required improvements, the subdivider shall execute a maintenance bond or other means of security with the Warren County Board of Commissioners, in accordance with the specifications and procedures established by the Warren County Board of Commissioners.

SECTION 603: NON-COMPLIANCE

Whenever public improvements have not been constructed in accordance with the agreement and specifications as established, the Warren County Board of Commissioners may utilize the bond or other means of security to construct the required improvements.

SECTION 604: FINAL INSPECTION

Upon completion of the maintenance period, the subdivider shall request, in writing, final inspections by the Warren County Engineer, the Warren County Sanitary Engineer, the Warren County Soil and Water Conservation District, and/or the Warren County Combined Health District.

SECTION 605: ACCEPTANCE OF IMPROVEMENTS

If the required improvements have been properly constructed, as determined by the final inspections, the maintenance bond shall be released. Improvements shall then be accepted or approved by formal resolution of the Warren County Board of Commissioners. The acceptance of public streets shall be withheld until all other improvements have been constructed as required.

ARTICLE VII
REQUIRED STATEMENTS AND SIGNATURES
TO BE AFFIXED ON THE PLAT

SECTION 700: REQUIRED STATEMENTS

The following statements shall be affixed on the subdivision plat. The Regional Planning Commission may require modifications to the statements. The Regional Planning Commission shall obtain all signatures, except the signatures of the Board of County Commissioners, County Auditor, County Recorder, and the Regional Planning Commission prior to approval of the subdivision plat.

A. Deed Reference:

Situated in Section __ Town __ Range __ (or Military Survey __) __Township, Warren County, Ohio, containing __acres and being (part of/all of) the __acre tract/Lot __, Plat Name__, Plat Book__as conveyed to _____and described in the deed recorded in Deed Book__, Page__/O.R. Vol.__, Page __/D.N____.

[If there are multiple parent parcels, state "containing X acres of original Y acres and A acres of original B acres" to indicate the acreage from each parent parcel that is being included in the plat and the acreage of the parent parcel.]

B. Owner's Consent and Dedication:

1. Final Plats, or Alternative Plats, and Replats

"We, the undersigned, being all the owners and lien holders of the lands herein platted, do hereby voluntarily consent to the execution of the said plat and do dedicate the streets, parks or public grounds as shown hereon to the public use forever."

"Any "Public Utility Easements" as shown on this plat are for the placement of public utilities, sidewalks, and trails and for the maintenance and repair of said utilities, sidewalks, and trails. This easement and all other easements shown on this plat, unless designated for a specific purpose, are for the construction, operation, maintenance, repair, replacement or removal of water, sewer, gas, electric, telephone, cable television, or other utility lines or services, sidewalks, trails, stormwater disposal and for the express privilege of cutting, trimming or removing any and all trees or other obstructions within said easement, or immediately adjacent thereto, to the free use of said easements or adjacent streets and for providing ingress and egress to the property for said purposes and are to be maintained as such forever. No building or other structures may be built within said easements, nor may the easement area be physically altered so

as to (1) reduce clearances of either overhead or underground facilities; (2) impair the land support of said facilities; (3) impair ability to maintain the facilities or (4) create a hazard."

The above public utility easements are for the benefit of all public utility service providers including, but not limited to (List all applicable public utility service providers in sentence form)

(Signature of owner, all lien holders)."

2. Right-of-way Dedication Plats:

"We, the undersigned, being all the owners and lien holders of the property herein platted, do hereby voluntarily consent to the execution of said plat, thereby conveying title, in full, to the public, and do dedicate the streets and easements as shown hereon, including extraterritorial easements, as applicable, to the public use forever."

"Any "Public Utility Easements" as shown on this plat are for the placement of public utilities and for the maintenance and repair of said utilities. This easement and all other easements shown on this plat, unless designated for a specific purpose, are for the construction, operation, maintenance, repair, replacement or removal of water, sewer, gas, electric, telephone, cable television, or other utility lines or services, stormwater disposal and for the express privilege of cutting, trimming or removing any and all trees or other obstructions within said easement, or immediately adjacent thereto, to the free use of said easements or adjacent streets and for providing ingress and egress to the property for said purposes and are to be maintained as such forever. No buildings or other structures may be built within said easements, nor may the easement area be physically altered so as to (1) reduce clearances of either overhead or underground facilities; (2) impair the land support of said facilities; (3) impair ability to maintain the facilities or (4) create a hazard."

3. Public Sanitary Sewer Easement

Any "Public Sanitary Sewer Easement" as shown on this plat is granted in favor of the Warren County Board of County Commissioners. The easement grants Warren County, its employees or agents, the right to access, survey, construct, use, operate, inspect, maintain, repair, replace, and remove sanitary sewers, force mains, pump stations, and all necessary related above and below ground appurtenances and for the express privilege of cutting, trimming or removing any and all trees or other obstructions within said easement, or immediately adjacent thereto, to the free use of said easements and for providing ingress and egress to the property for said purposes and are to be maintained for public use forever. No building or other structures may be built within said easements, nor may the easement area be physically altered so as to (1) reduce clearances of

either overhead or underground facilities; (2) modify the amount of cover over the utility lines; (3) impair ability to maintain the facilities or (4) create a hazard.

4. **Public Waterline Easement**

Any "Public Waterline Easement" as shown on this plat is granted in favor of the Warren County Board of County Commissioners. The easement grants Warren County, its employees or agents, the right to access, survey, construct, use, operate, inspect, maintain, repair, replace, and remove waterlines, and all necessary related above and below ground appurtenances and for the express privilege of cutting, trimming or removing any and all trees or other obstructions within said easement, or immediately adjacent thereto, to the free use of said easements and for providing ingress and egress to the property for said purposes and are to be maintained for public use forever. No building or other structures may be built within said easements, nor may the easement area be physically altered so as to (1) reduce clearances of either overhead or underground facilities; (2) modify the amount of cover over the utility lines; (3) impair ability to maintain the facilities or (4) create a hazard.

C. **Open Space Easements:**

The portion of each lot designated as an open space easement on this plat shall be subject to the following provisions and restrictions:

1. There shall be no grading, clearing, excavation, or development including but not limited to septic systems wells, dwellings, storage buildings, fencing, driveways, patios and other paved areas, pools, tile fields, and other structures or improvements.
2. No right-of-way or public or private utility easements shall be permitted in the open space easement.
3. Uses permitted in the open space easement shall include recreation, natural resource preservation, and agricultural uses and structures (e.g. barns and fencing).

The open space easement shall remain in place and run with the land. The open space easement may only be modified upon application to and approval by the planning authority having jurisdiction.

D. **Certificate of Notary Public:**

State of Ohio, S.S.

County of _____.

This certificate relates to an acknowledgement in which no oath of affirmation was required to be administered to the signer(s) under O.R.C. 147.542 (D)(1).

The foregoing instrument was acknowledged before me, a Notary Public in the County and State written above, this ____ day of _____, 2____.

In testimony whereof, I have set my hand and Notary Seal on the day and date above written.

Notary Public

Commission Expires:

E. **Certificate of Surveyor:**

I hereby certify that this map is a true and complete survey made by me (under my supervision), on (date) and that all monuments and lot corner pins are (or will be) set as shown.

(Signature)_____

(Print name and registration number here)

Registered Surveyor

F. **Regional Planning Commission Approval:**

WARREN COUNTY REGIONAL PLANNING COMMISSION

This plat was approved by the Warren County Regional Planning Commission on this ____ day _____ of 2____.

Executive Director

G. **Zoning Inspector Approval:**

WARREN COUNTY (____ TOWNSHIP) ZONING INSPECTOR

I hereby approve this plat on this ____ day of _____, 2____.

Warren County (____ Township) Zoning Inspector.

H. **County Engineer Approval:**

COUNTY ENGINEER

I hereby approve this plat on this ____ day of _____, 2____.

Warren County Engineer

I. **County Commissioners' Approval:**

COUNTY COMMISSIONERS

We the Board of County Commissioners of Warren County, Ohio do hereby dedicate the right-of-way for this plat on this ____ day of _____, 2____.

Commissioners:

J. **Sewage Disposal Approval:**

COUNTY SANITARY ENGINEER

I hereby approve this plat on this ____ day of _____, 2____.

Warren County Sanitary Engineer

COUNTY HEALTH DISTRICT

I hereby approve this plat on this ____ day of _____, 2____.

Warren County Health Commissioner

K. **County Auditors Transfer:**

COUNTY AUDITOR

Transferred on this ____ day of _____, 2____.

By _____
Deputy County Auditor

L. **County Recorder:**

COUNTY RECORDER

File No.

Received on this _day of _ 2_ at _____ .M.

Recorded on this _day of _ 2_ at _____ .M.

Recorded in plat book No. ____Page _____. Fee _____.

By _____
Deputy Warren County Recorder

M. **Drainage Statement:**

Unless otherwise designated on this plat, a fifteen (15) foot wide drainage easement shall exist along all common rear lot lines and a ten (10) foot wide drainage easement shall exist along all common side lot lines, with the common line being the centerline of said easement.

The easement areas shall be maintained continuously by the lot owner(s). Within the easements, no structure, planting, fencing, culvert, or other material shall be placed or permitted to remain which may obstruct, retard, or divert the flow through the watercourse. Easements shown on this plat and designated as "drainage easements" are dedicated to the ~~Home~~ Owners Association of (name of development), **or all lot owners.**

The Warren County Commissioners and the Board of Township Trustees assume no legal obligation to maintain or repair any open drain, ditches or watercourse within the easement area unless noted otherwise on this plat. However, when the platted right-of-way area has been previously accepted for public maintenance by resolution of the Board of Township Trustees, the Board of Trustees or their representatives may enter upon and inspect the easement areas and, in accordance with Section 5589.06 of the Ohio Revised Code, may remove or cause the removal of an obstruction adversely impacting an area within the public right-of-way.

Until the expiration of the developer's public improvement maintenance bonding period, the developer (or their agents) reserves the right to enter upon all lots to establish or re-establish drainage swales within all drainage easements for the purpose of controlling and directing stormwater to collection facilities or drainage channels.

The publicly-maintained portion of the storm sewer system will include storm drains, culverts, and/or ditches located within either the public right-of-way or the public utility easement area adjacent to the road right-of-way with the exception of sump mains and culverts for private driveways. Where, in lieu of an open ditch, a developer, builder or lot owner installs a storm drain on private property, the storm drain shall be designed by a professional engineer to ensure that neither this property or adjacent properties are negatively impacted, and the lot owner(s) must note that they are responsible for

maintaining the storm drain unless noted otherwise on the plat.

N. Private I Streets (15 MPH design speed only):

(Name of street or streets) has (have) been designed to safely accommodate a speed of no more than fifteen (15) miles per hour. This street (these streets) should not be accepted for public ownership and maintenance until such time as maximum speed limit of fifteen (15) miles per hour can be legally posted.

O. Standard Required Conservation Easement Provisions and Restrictions:

Each lot (as listed applicable) on which placed in the subdivision shall be subject to the below listed conservation easement provisions and restrictions in the area that is written (distance of depth inward from the rear lot boundary of each lot along the outer perimeter of the subdivision) feet inward parallel from the rear lot line, which shall be maintained as perpetual open space as a natural resource protection area intended solely to serve for wildlife habitat preservation and adjacent property buffer screening purposes. Required maintenance by the lot owner within the area so designated on their lot is as follows:

1. the eradication of dense invasive ground vegetation, inclusive of noxious weeds (for purposes herein the definition of noxious weeds shall be the same that is in Ohio Revised Code Section 5579.04), which does not provide desirable residential buffer screening from adjacent farmland or other residential uses;
2. the replacement of ground vegetation with wild flowers, perennial beds, evergreen trees, shrubs and/or ground cover or other comparable vegetation not considered a noxious weed;
3. the removal of dead, fallen or diseased trees or any found infested with insects determined by applicable State or Federal authority to be too threatening and detrimental to remain; and
4. the trimming of trees and shrubs to prevent overgrowth, but the total clearing of trees and shrubs is prohibited unless that which is removed is otherwise replaced or supplemented so to be restored to the same or greater degree of vegetative growth suitable for buffering and wildlife purposes.

No structure of any kind may be located, placed or permitted to remain within the conservation easement area.

The open space conservation easement shall remain in place and run with the land and shall not be terminated voluntarily or by operation of law regardless of future lot ownership and may only be modified upon application and approval by the Planning Authority having jurisdiction.

ARTICLE VIII

EXTENSIONS, REVISIONS, ENFORCEMENT, FEES, PENALTIES, VARIANCES, APPEALS, AND TIME COMPUTATION

SECTION 800: EXTENSION OF PRELIMINARY PLAN APPROVAL PERIOD

A subdivider may request in writing an extension of time for the approval period of a preliminary plan ~~or final plat~~. Up to three (3) such requests may be granted for any preliminary plan **by the Regional Planning Commission Executive Committee, or final plat section** and it shall be for no more than one (1) year. Upon expiration of the initial approval period or any extension thereof, a plat shall be resubmitted for approval under the procedures outlined for preliminary plans ~~or final plats~~ in Article III of these regulations.

SECTION 801: EXTENSION OF FINAL PLAT APPROVAL PERIOD

A subdivider may request in writing an extension of time for the approval period of a final plat. Up to two (2) such requests may be granted for a final plat by the Regional Planning Commission staff, for no more than three (3) months, respectively. A final plat extension is contingent upon comments from the appropriate review departments. Upon expiration of the initial approval period or any extension thereof, a plat shall be resubmitted for approval under the procedures outlined for final plats in Article III of these regulations.

SECTION 802: REVISION OF PLAT AFTER APPROVAL

No changes, modifications, or revisions shall be made in any plat of a subdivision after approval has been given by the Regional Planning Commission, and endorsed in writing on the plat, unless said plat is first resubmitted to the Regional Planning Commission **for a revised Preliminary Plan process. A revised Preliminary Plan shall follow the process of a Preliminary Plan application. The revision of a subdivision where all lots have been platted requires the signatures of all of lot owners within the subdivision.**

SECTION 803: EXCHANGE OF LOTS BETWEEN RECORDED SUBDIVISIONS

A subdivider may modify the boundaries of a subdivision to exchange (incorporate or exclude) contiguous platted lot(s), following the applicable platting process, a revised Preliminary Plan or Alternative Plat. This process is required of both subdivisions and shall occur simultaneously. The revision of a subdivision to modify the boundaries of a recorded plat requires the signatures of all of lot owners within the subdivision and requires a revised Final Plat (applicable for subdivisions subject to a Preliminary Plan). Platted lots shall only be conveyed as provided herein to a platted subdivision and cannot be vacated.

SECTION 804: SCHEDULE OF FEES, CHARGES AND EXPENSES

The Regional Planning Commission shall establish a schedule of fees, charges and expenses for matters pertaining to services it renders in accordance with the Warren County Subdivision Regulations adopted under Chapter 711 [Plats] of the Ohio Revised Code; and, for other matters pertaining to services it renders in accordance with its powers and duties set forth in Section 713.23 et seq., of the Ohio Revised Code, and the applicable sections of Zoning Codes relating to sections 519.021 and 303.022 [Planned-unit developments], et seq., of the Ohio Revised Code. The Regional Planning Commission shall also establish a collection procedure for the fees, charges and expenses. The schedule of fees and collection procedure shall be posted in the office of the Regional Planning Commission and may be altered, or amended only by the Regional Planning Commission in accordance with Article VI [Financial Provisions], (3.) [Application Fees ...] of its Resolution of Cooperation.

SECTION 805: PENALTIES

Whoever violates these regulations shall be subject to the penalties specified in Chapter 711 of the Ohio Revised Code.

SECTION 806: VARIANCES

A. Criteria

The Regional Planning Commission may grant a variance of these regulations if the following criteria are met:

1. The modification granted will not be detrimental to the public health and safety.
2. An unusual topographical or other exceptional physical condition exists and the strict compliance with these regulations would create a hardship.
3. The hardship was not self-created by the appellant or his agent.
4. The modification will only permit a departure from these regulations to the extent necessary to remove the hardship.
5. Any modification granted will not be detrimental to the public interest nor in conflict with the intent and purposes of these regulations.

B. Procedure

1. An applicant requesting a variance to a provision of the Subdivision Regulations shall complete an application form and shall submit that application form with all necessary fees and accompanying material to the Warren County Regional Planning Commission. Applications for variances may be submitted with a proposed Preliminary Plan. Subdivisions requiring a variance shall be reviewed as a Preliminary Plan.

2. Upon a review of the submittal and determination that the submittal is complete, the RPC staff shall place the variance on the agenda for the next Regional Planning Commission meeting. Staff shall review the request and prepare a written report, following review and comments from appropriate offices. The report shall accompany a copy of the application package that is forwarded to the Regional Planning Commission.
3. Notice of the variance request shall be posted in the Regional Planning Commission offices and a second public location in the County Administration Building and notice of the hearing shall be mailed by the RPC, by first class mail, at least ten days before the date of the hearing to all owners of property within five hundred (500) feet from the parcel lines of each property that is the subject of the hearing, to the addresses of the owners appearing on the County Auditor's current tax list. The failure of delivery of the written notice SHALL NOT delay or postpone any such hearing, and shall not invalidate any action taken at such hearing.
4. The Planning Commission shall hear the request and make a decision within 30 days of its hearing of the request. In its motion, the Commission shall fully describe the variance(s) granted, including citing the appropriate sections of the Subdivision Regulations, citing the basis, conditions and reasons for its action, including the criteria that are met by the applicant in moving for approval.

Additional Variance Standards

1. One or more variance(s) may be requested by the applicant at the time of submission of the preliminary plan or minor subdivision application.
2. The Commission may also require conditions or modifications to the application that, in its judgment, secure substantially the objective of the standards or requirements so varied or modified and which protect the public health, safety and general welfare.
3. Any variance granted by the Planning Commission shall be noted in writing on the final subdivision plat.

SECTION 807: APPEALS

Any person, who believes he has been aggrieved by the regulations or the action of the Regional Planning Commission, has all the rights of appeal as set forth in Chapter 711 of the Ohio Revised Code or any other applicable section of the Ohio Revised Code.

SECTION 808: MONTH – TIME COMPUTATION

If a number of months is to be computed by counting the months from a particular day, the period ends on the same numerical day in the concluding month as the day of the month from which the computation is begun, unless there are not that many days in the concluding month, in which case the period ends on the last day of that month. In

computing any period of time prescribed or allowed by the commission, the date of the event from which the period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it falls on a Saturday, Sunday, or legal holiday, in which case the period of time shall run until the end of the next day that is not a Saturday, Sunday, or legal holiday. (Adapted from Section 1.45 and Rule 4901-1-07, Ohio Revised Code)

SECTION 809: DAY – TIME COMPUTATION

Unless otherwise noted, time is measured in calendar, not business, days.

**ARTICLE IX
ENACTMENT**

SECTION 900: EFFECTIVE DATE

These regulations shall become effective from and after the date of its approval and adoption by the Regional Planning Commission and the Board of County Commissioners after public hearing and certification to the Warren County Recorder. Henceforth, any other regulations previously adopted by the Regional Planning Commission and the Board of County Commissioners shall be deemed to be repealed. These regulations shall in no way effect any subdivision having received a preliminary approval prior to the effective date provided, however, that no changes to the preliminary plat **plan**, as approved, are introduced by the subdivider.

ADOPTED October 17, 1978
(Date)

Clare D. ...
Chairman, Warren County Board of County Commissioners

ATTEST: *Karen Keister*
(County Clerk)

ADOPTED October 26, 1978
(Date)

Richard Remmel
Chairman, Warren County Regional Planning Commission

SECTION 901: AMENDMENTS

AMENDED: May 20, 1986
(Date)
[Signature]
Chairman
Warren County Board of Commissioners

ATTEST: Margaret Draniga
Clerk

AMENDED: May 22, 1986
(Date)
[Signature]
Chairman
Warren County Regional Planning Commission

ATTEST: [Signature]
Executive Director

AMENDED: July 7, 1987
(Date)
[Signature]
Chairman
Warren County Board of Commissioners

ATTEST: Margaret Draniga
Clerk

AMENDED: March 26, 1987
(Date)
[Signature]
Chairman
Warren County Regional Planning Commission

ATTEST: [Signature]
Executive Director

AMENDED: August 24, 1989
(Date)
[Signature]
Chairman
Warren County Board of Commissioners

ATTEST: Margaret Draniga
Clerk

AMENDED: August 24, 1989
(Date)

Lee D. Dicks
Chairman
Warren County Regional Planning Commission

ATTEST: *Robert D. Price*
Executive Director

AMENDED: January 19, 1993
(Date)

[Signature]
Chairman
Warren County Board of Commissioners

ATTEST: *Trina Davis*
Clerk

AMENDED: December 17, 1992
(Date)

Lee Dicks
Chairman
Warren County Regional Planning Commission

ATTEST: *Robert D. Price*
Executive Director

AMENDED: September 22, 1994
(Date)

William J. Henderson
Chairman
Warren County Regional Planning Commission

ATTEST: *Robert D. Price*
Executive Director

AMENDED: September 12, 1995
(Date)

Pat Arnold South

Chairman
Warren County Board of Commissioners

ATTEST: Jana Davis
Clerk

AMENDED: September 28, 1995
(Date)

William H. Tomson

Chairman
Warren County Regional Planning Commission

ATTEST: Robert D. Price
Executive Director

AMENDED: November 15, 2001
(Date)

Robert Pennaker

Chairman
Warren County Regional Planning Commission

ATTEST: Robert D. Price
Executive Director

AMENDED: July 25, 2002
(Date)

Robert Pennaker

Chairman
Warren County Regional Planning Commission

ATTEST: W.S. Li
Executive Director

AMENDED: September 15, 2004
(Date)

[Signature]
Chairman, Warren County Regional Planning Commission

ATTEST: [Signature]
Executive Director

AMENDED: May 26, 2005
(Date)

[Signature]
Chairman, Warren County Regional Planning Commission

ATTEST: [Signature]
Executive Director

AMENDED: October 27, 2005
(Date)

[Signature]
Chairman, Warren County Regional Planning Commission

ATTEST: [Signature]
Executive Director

AMENDED: January 25, 2007
(Date)

[Signature]
Chairman, Warren County Regional Planning Commission

ATTEST: [Signature]
Executive Director

AMENDED: June 28, 2007
(Date)

[Signature]
Chairman, Warren County Regional Planning Commission

ATTEST: [Signature]
Executive Director

[Signature]
David McElroy, Chairman
Warren County Regional Planning Commission

ATTEST:

[Signature]
Kimberly A. Lapensee, Executive Director
Warren County Regional Planning Commission

Date: April 22, 2010

RESOLUTION NO. 17-08

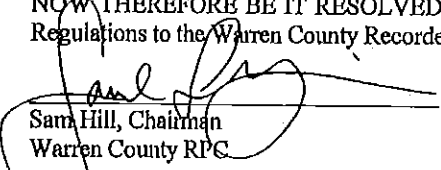
CERTIFICATION OF WARREN COUNTY SUBDIVISION REGULATIONS

WHEREAS, the Warren County Regional Planning Commission Executive Committee adopted amendments to the Warren County Subdivision Regulations on February 23, 2017; and

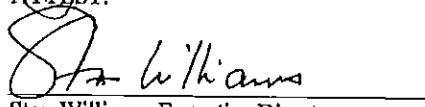
WHEREAS, the Board of County Commissioners approved the amendments adopted by the RPC Executive Committee on April 25, 2017; and

WHEREAS, a copy of the rules approved by the Board of County Commissioners is required to be certified by the Planning Commission to the County Recorder pursuant to ORC 711.10;

NOW THEREFORE BE IT RESOLVED, to certify this copy of the Warren County Subdivision Regulations to the Warren County Recorder.


Sara Hill, Chairman
Warren County RPC

ATTEST:


Stan Williams, Executive Director
Warren County RPC

Date: May 25, 2017

L:\Resolutions\2017\resolution 17-08 Certification of Subdivision Regulations

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

Resolution

Number 19-1246

Adopted Date September 24, 2019

APPROVE AMENDMENTS TO THE WARREN COUNTY SUBDIVISION REGULATIONS

WHEREAS, pursuant to Ohio Revised Code Section 711.10, this Board met the 24th day of September 2019, to consider amendments to the Warren County Subdivision Regulations; and

WHEREAS, this Board is in receipt of a recommendation from the Warren County Regional Planning Commission to amend the Warren County Subdivision Regulations as well as a letter of support from the Cincinnati Homebuilders Association; and

WHEREAS, this Board has considered all those desiring to speak in favor of or in opposition to said amendments; and

NOW THEREFORE BE IT RESOLVED, approve amendments to the Warren County Subdivision Regulations; said amendments as attached hereto and made a part hereof.

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

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

Resolution adopted this 24th day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: RPC (file)
Public Hearing file

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

Resolution

Number 23-0624

Adopted Date May 16, 2023

APPROVE AMENDMENTS TO THE WARREN COUNTY SUBDIVISION REGULATIONS

WHEREAS, pursuant to Ohio Revised Code Section 711.10, this Board met the 16th day of May 2023, to consider amendments to the Warren County Subdivision Regulations; and

WHEREAS, this Board is in receipt of a recommendation from the Warren County Regional Planning Commission to amend the Warren County Subdivision Regulations and has considered testimony from all those desiring to speak in favor of or in opposition to said amendments; and

NOW THEREFORE BE IT RESOLVED, approve amendments to the Warren County Subdivision Regulations; said amendments as attached hereto and made a part hereof.

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

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

Resolution adopted this 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/to

cc: RPC (file)
Public Hearing file