

# Resolution

Number 24-1576

Adopted Date November 26, 2024

APPROVING A WAGE INCREASE FOR TANYA SELLERS, DEPUTY DIRECTOR, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Deputy County Administrator has requested a wage increase for Ms. Sellers as she is managing all operations of the agency with the recent resignation of the agency director.

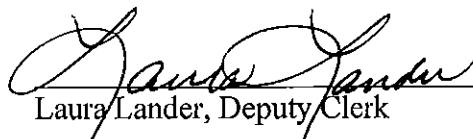
NOW THEREFORE BE IT RESOLVED, to approve an increase for Tanya Sellers, Deputy Director of Children Services to \$3,405.88 biweekly effective pay period beginning November 16, 2024.

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Children Services (file)  
T. Sellers' file  
OMB-Sue Spencer

# Resolution

Number 24-1577

Adopted Date November 26, 2024

**ASSIGNING ASHLEY STUTZMAN AND KELLY CARPENTER AS LEAD SUPERVISORS AND APPROVING WAGE INCREASES WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION**

WHEREAS, the Deputy Director of Children Services has requested to assign Ms. Stutzman and Ms. Carpenter as Lead Supervisors for the agency, as additional duties have been assigned to each to ensure proper guidance for staff and to assist management as needed, following the recent resignation of the Director of Children Services and the increase in turnover within the caseworker positions.

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners approves the assignment of Ashley Stutzman and Kelly Carpenter as Lead Supervisors with a wage increase to \$2,884.62, effective pay period beginning November 16, 2024 within the Department of Job and Family Services, Children Service Division; and

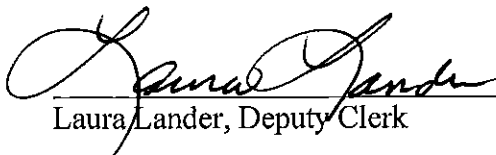
BE IT FURTHER RESOLVED, that Ms. Stutzman and Ms. Carpenter will not be eligible for the annual wage increase declared by the Commissioners for January 2025.

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Children Services (file)  
A. Stutzman's file  
K. Carpenter's file  
OMB-Sue Spencer

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

# Resolution

Number 24-1578

Adopted Date November 26, 2024

HIRING JAMES MCCABE AS ONGOING CASEWORKER II WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

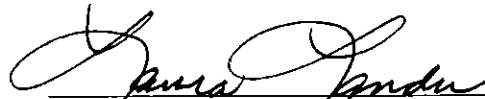
BE IT RESOLVED, to hire James McCabe as Ongoing Caseworker II within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status, Pay Grade #16, \$22.39 per hour, effective December 16, 2024, subject to a negative drug screen, background check, and a 365-day probationary period.

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

H/R

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

# Resolution

Number 24-1579

Adopted Date November 26, 2024

APPROVING A PAY INCREASE FOR TYLER JOHNSON, BUILDING AND ELECTRICAL INSPECTOR III, WITHIN THE BUILDING AND ZONING DEPARTMENT

WHEREAS, Mr. Johnson has been accepted by the state for interim Commercial Building Certification; and

WHEREAS, it is the desire of the Board to approve a pay increase for Mr. Johnson to \$32.94 per hour.

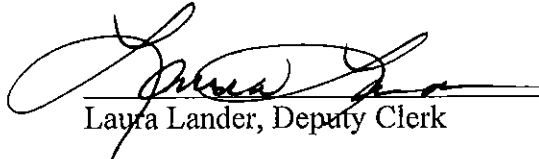
NOW THEREFORE BE IT RESOLVED, to approve a pay increase for Tyler Johnson, Building and Electrical Inspector III, within the Building and Zoning Department to \$32.94 per hour, effective pay period beginning November 16, 2024.

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Building/Zoning (file)  
T. Johnson's Personnel File  
OMB-Sue Spencer

# Resolution

Number 24-1580

Adopted Date November 26, 2024

ACCEPTING THE RESIGNATION OF CAITLYN RUSSELL, ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, EFFECTIVE DECEMBER 10, 2024


BE IT RESOLVED, to accept the resignation of Caitlyn Russell, Eligibility Referral Specialist II, within the Warren County Department of Job and Family Services, Human Services Division, effective December 10, 2024.

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 -- absent  
Mr. Grossmann -- yea  
Mrs. Jones -- yea

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Human Services (file)  
C. Russell's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 24-1581

Adopted Date November 26, 2024

AMENDING RESOLUTION #24-1492, ADOPTED NOVEMBER 5, 2024, TO REFLECT THE CORRECT HIRE DATE OF PAUL HICKS WITHIN THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT

WHEREAS, pursuant to Resolution #24-1492, adopted November 5, 2024 the hire date was listed as November 25, 2024 and the correct date is November 18, 2024.

NOW THEREFORE BE IT RESOLVED, to amend Resolution #24-1492, adopted November 5, 2024, to reflect the correct hire date for Paul Hicks to be November 18, 2024.

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Paul Hicks' Personnel file  
Facilities Management (file)  
S. Spencer

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

# Resolution

Number 24-1582

Adopted Date November 26, 2024

ESTABLISHING JANUARY 7, 2025, AT 9:00 A.M. AS THE TIME AND DATE FOR THE ANNUAL ORGANIZATIONAL MEETING

BE IT RESOLVED, to establish January 7, 2025, at 9:00 a.m. as the time and date for the Annual Organizational Meeting; said meeting to be held virtually and in the Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio 45036.

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

/kp

cc: Press  
Commissioners' file

# Resolution

Number 24-1583

Adopted Date November 26, 2024

SETTING PUBLIC HEARING TO CONSIDER TEXT AMENDMENTS TO THE WARREN COUNTY RURAL ZONING CODE INITIATED BY THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

BE IT RESOLVED, to set the public hearing to consider text amendments to the Warren County Rural Zoning Code; proposed amendments attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that said public hearing will be held December 17, 2024, at 9:00 a.m. in the Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio; and


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

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

/kp

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



## **ARTICLE 1**

### **CHAPTER 3: ZONING ENFORCEMENT**

#### **SEC 1.303 SITE PLAN REVIEW:**

##### **1.303.3 Application Requirements:**

##### **(C) Public Notification:**

- (1) The Zoning Inspector shall post a sign, ~~stating~~ advertising a public hearing the administrative hearing and where to get additional information, on the subject property. The sign shall be posted at least 10 calendar days prior to the administrative hearing.
- (2) Written notice of the hearing shall be mailed by the Approving Authority, by first class mail, at least ten days before the date of the hearing to all owners of property within five hundred (500) feet from the parcel lines of each property that is the subject of the hearing, to the addresses of the owners appearing on the County Auditor's current tax list. The failure of delivery of the written notice SHALL NOT delay or postpone any such hearing and shall not invalidate any action taken at such hearing.
- (3) The Zoning Inspector shall advertise the public notice in a newspaper of general circulation, at least 10 calendar days prior to the administrative hearing.

#### **SEC 1.304 ZONING AMENDMENTS:**

##### **1.304.3 Public Notification: Except for text and map amendments, effecting more than ten (10) parcels, the following notifications shall be required:**

- (A) The Zoning Inspector shall post a sign advertising the public hearing and where to get additional information, on the subject property of the application, stating the public process, the public hearing time, location, and date. The sign shall be posted at least 10 calendar days prior to the public hearing.
- (B) Written notice of the hearing shall be mailed by the Approving Authority, by first class mail, at least ten days before the date of the public hearing to all owners of property within five hundred (500) feet from the parcel lines of each property that is the subject of the public 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 public hearing, and shall not invalidate any action taken at such public hearing.
- (C) The Commission shall advertise the public notice in a newspaper of general circulation, at least 10 calendar days prior to the public hearing.

**SEC 1.305 PLANNED UNIT DEVELOPMENT:**

**1.305.5 Public Notification:**

**(A) Public Notification PUD Stage 1:**

- (1) The Zoning Inspector shall post a sign ~~stating the~~ advertising the public process-hearing and where to get additional information, on the subject property. The sign shall be posted at least 10 calendar days prior to the public hearing.
- (2) Written notice of the hearing shall be mailed by the Approving Authority, by first class mail, at least ten days before the date of the public hearing to all owners of property within five hundred (500) feet from the parcel lines of each property that is the subject of the public 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 public hearing and shall not invalidate any action taken at such public hearing.
- (3) The Commission shall advertise the public notice in a newspaper of general circulation, at least 10 calendar days prior to the public hearing.

**(B) Public Notification PUD Stage 2:**

- (1) The Zoning Inspector shall post a sign advertising the administrative hearing and where to get additional information, on the subject property. The sign shall be posted at least 10 calendar days prior to the administrative hearing.
- (2) Written notice of the hearing shall be mailed by the Approving Authority, by first class mail, at least ten days before the date of the administrative hearing to all owners of property within five hundred (500) feet from the parcel lines of each property that is the subject of the administrative 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 public hearing and shall not invalidate any action taken at such administrative hearing.
- (3) The Commission shall advertise the public notice in a newspaper of general circulation, at least 10 calendar days prior to the administrative hearing.

**1.305.8 Modification to An Approved PUD:**

- (A) Minor Modification:** A modification of an approved PUD Stage 3 plan which does not deviate by more than ten percent (10%) from approved building setback requirements may be approved by the Zoning Inspector. A modification which exceeds this standard but otherwise substantially conforms to the approved PUD

plan may be approved by the Zoning Inspector, subject to notice and the procedures of this Section. A proposed modification of the approved PUD Stage 3 Plan that is determined minor by the Zoning Inspector, per Section 1.305.8(D), is permissible for Zoning Inspector approval after completing the following procedures:

- (1) Notice of intent to permit such modification is provided to the Township Trustees and applicable review agencies.
- (2) Publication of notice in a newspaper of general circulation available to the affected community ~~and a sign posted on site.~~
- (3) A sign posted on the subject property for at least 10 calendar days.
- ~~(3)~~(4) After public notice, no written disagreement specifically related to the requested modification has been received by the zoning inspector within two weeks (14 days) after the publication. Additional time may be required for comments from the applicable review agencies.
- ~~(4)~~(5) If written disagreement is expressed, the modification requires BOCC approval processed as a PUD Stage 2 amendment.

**SEC 1.306 CONDITIONAL USE APPLICATION:**

- 1.306.6 Public Notification:** The Zoning Inspector shall post a sign ~~stating the public process advertising the administrative hearing~~ and where to get additional information, on the subject property. The sign shall be posted at least 10 calendar days prior to the administrative hearing.

Written notice of the hearing shall be mailed by the Approving Authority, by first class mail, at least ten days before the date of the hearing to all owners of property within five hundred (500) feet from the parcel lines of each property that is 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.

**SEC 1.307 VARIANCE APPLICATION:**

- 1.307.7 Public Notification** The Zoning Inspector shall post a sign ~~stating the public process advertising the administrative hearing~~ and where to get additional information, on the subject property. The sign shall be posted at least 10 calendar days prior to the administrative hearing.

Written notice of the hearing shall be mailed by the Approving Authority, by first class mail, at least ten days before the date of the hearing to all owners of property within five hundred (500) feet from the parcel lines of each property that is 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.

# ARTICLE 2 ZONES AND OVERLAY PROVISIONS

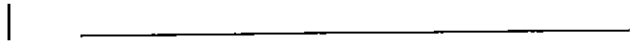
## CHAPTER 2: USE PROVISIONS AND DIMENSIONAL REQUIREMENTS

### SEC 2.205 TABLE OF USES BY ZONING DISTRICT

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

Land Use	Zoning Districts												Applicable Standards
	RI	R2	R3	R4	R5	R6	R7	R8	R9	R10	R11	R12	
<b>Community-Based Residential Social Service Facilities</b>													
<b>ACCESSORY USES &amp; STRUCTURES</b>													
Detached Buildings or Other Structures	P	P	P	P	P	P	P	P	P	P	P	P	3.102
Drive Through						P	P	P	P	P	P	P	3.102.5
Family Cemetery	P	P	P										N/A
Solar Energy System Equipment Accessory Solar Energy	P	P	P	P	P	P	P	P	P	P	P	P	3.102.10 (A)
<b>SOLAR AND WIND ENERGY PRODUCTION</b>													
<b>Principal Solar Energy Production Facility</b>													
Ground/Pole Mounted	C	C				C	C	C	C	C	C	C	3.102.10 (B)
Roof Mounted						P	P	P	P	P	P	P	3.102.10 (B)
Building Mounted/Other Structure Mounted/Integrated						P	P	P	P	P	P	P	3.102.10 (B)
<b>Wind Energy Conversion System</b>													
Wind Energy Conversion System Micro-Wind Turbine	P	P	P	P	P	P	P	P	P	P	P	P	3.102.12
Wind Energy Conversion Systems, Small Wind System	C	C					C	C	C	C	C	C	3.209.7(A)

P = Permitted Use by Zoning approval      S= A Permitted Use Subject to BOCC approval of Site Plan Review  
 C = Conditional Uses subject to BZA approval and Site Plan Approval      Shaded Areas = Prohibited      E = Exempt from zoning



*P = Permitted Use by Zoning approval*  
*C = Conditional Uses subject to BZA approval and Site Plan Approval*

*S = A Permitted Use Subject to BOCC approval of Site Plan Review*  
*Shaded Areas = Prohibited*      *E = Exempt from zoning*

# ARTICLE 2

## CHAPTER 3: ZONING DISTRICT STANDARDS

**SEC 2.301 GENERAL PROVISIONS:** The provisions of this Chapter shall apply to the uses, buildings and structures, regulated by the requirements of the zone in which they are located along with other provisions, standards and requirements specified elsewhere as applicable in this Code. In addition to the below standards, provisions for Off-Street Parking and Loading (Article 3, Chapter 3), Landscaping and Screening (Article 3, Chapter 4), Lighting (Article 3, Chapter 5), and Signage (Article 3, Chapter 6) are outlined within separate chapters.

### SEC 2.302 RESIDENTIAL ZONING STANDARDS:

#### 2.302.1 Residential Zones Development Standards Table:

Development Standard			Residential Zoning Districts					
			RU	R-1A	R1	R1B	R2	R3
Density (Units per acre)			0.2	0.33	0.5	1.0	3	4
Minimum *Yard (feet)	Front		50	50	50	40	40	35
	Side		Total of 50 feet with a minimum side of 20 feet	Total of 50 feet with a minimum side of 20 feet	Total of 50 feet with a minimum side of 20 feet <sup>a</sup>	15	15	10
	Rear		50	50	50	40	40	30
Maximum Height (feet)*			35	35	35	35	35	35
Minimum Lot Frontage and Lot Width (feet)	Standard	Lots ≤ 2 Acres	150	150	140	100	75	65
		Lots > 2 Acres	200	200	140	100	75	65
	Curved* Frontage	Frontage at road right-of-way	50	50	50	50	25	25
		Minimum Lot Width at minimum front building setback line	150	150	140	100	75	65
Minimum-Lot Width*			The minimum continuous width and frontage shall be equal to the required lot width determined by applying the minimum-maximum depth to width ratio. Unless otherwise provided in Section 3.103 2(c) (Panhandle Lots) Refer to Maximum Lot Depth to Width Ratio below					
Maximum Lot Depth to Width Ratio* (Applies to lots ≤ 5 acres. Irregularly shaped panhandle lots are exempt)	Lots ≤ 2 Acres		4:1	4:1				
	Lots > 2 Acres		5:1					
Minimum House Size (Sq. Ft. of living space per unit)			Single Family: 1,200			Single Family: 1,200 Two-Family or Multi-Family: 960		

1. \*Minimum Yard: No front yard depth shall be required to exceed the average of the minimum depth of the existing front yards on the lots adjacent on each side, if each of such lots are within the same block and within one hundred (100) feet of a building.

2. \*Height Exceptions: Refer to Section 3.103.3.

3. \*Minimum-Lot-Frontage-and-Width Curved Frontage: Lots along a road curve with a centerline radius of less than or equal to three hundred (300) feet are permitted to have a continuous minimum frontage at the required road right-of-way or easement and the required width measured at the building setback line. Except as otherwise provided in Section 3.103 2(C) Panhandle Lots).

4. \* Lot Width: The Lot Width and Minimum Lot Width at minimum front building setback line is applicable to all standard and curved frontage lots, and shall be regulated by whichever value is greater. The Lot Width is applied at the minimum front building setback line.

5. Maximum Lot Depth to Width Ratio: Each new lot created that is less than five acres in size shall not have a depth of more than four times its width (lots less than or equal to 2 acres), and no more than five times its width (lots greater than 2 acres) within the RU and R-1A zoning districts. Each new lot created that is less than five acres shall not have a depth of more than four times its width within the R1, R1B, R2 and R3 zoning districts.

Note: Non-Residential/Non-Residential Development Standards: Non Residential Developments within a residential district shall comply with the floor area ratio, minimum lot area, and impervious

## **ARTICLE 3      ZONING SUPPLEMENTAL PROVISIONS**

### **CHAPTER 1:      GENERAL PROVISIONS**

- SEC 3.101    AGRICULTURAL USE REGULATIONS IN SUBDIVISIONS:** ORC Section 303.21 exempts certain agricultural practices from local zoning authority as specified in Section 1.103.7. For the purposes of this Section, animal husbandry includes the raising or caring for any kind of animal, inclusive of pets. Nonexempt agricultural uses shall comply with the following requirements:
- (A) The use shall not create a nuisance, disturb the peace, and result in a health or safety violation reported to or acted upon by the appropriate enforcement authority, and animals shall be contained on the site;
  - (B) Agricultural structures shall comply with applicable requirements of Section 3.102;
  - (C) No such structure shall be located in the front yard, nor in an area required for on-site sewage treatment, a well isolation radius or any easement for drainage or utilities;
  - (D) Agricultural use structures shall not exceed eighteen (18) feet in height;
  - (E) On a lot that is three (3) acres or less, agricultural use may consist of the growing of crops, fruits, vegetables, flowers and plants and only animal husbandry for not more than three (3) dogs and cats. If they are housed in an accessory structure, it shall be at least fifty (50) feet from a non-farm property line;
  - (F) On a lot that is greater than three (3) acres, but not more than five (5) acres, the agricultural use shall comply with the following:
    - (1.) The number of animals shall not exceed 1 animal unit per fenced acre;
    - (2.) The number of birds shall not exceed 1 bird unit per acre; and
    - (3.) The accessory structure that houses an animal unit or the confinement areas for a swine and bird units shall be setback at least eight five (85) feet from a non-farm use.
    - (4.) All bird and animal units shall be confined.
    - (5.) One rooster is allowed per parcel.
    - (6.) Animal husbandry for not more than five (5) dogs or cats.

**ANIMAL UNITS ARE DEFINED AS:**

1 head of cattle = 1 animal unit  
1 horse, mule, or donkey = 1 animal unit  
3 sheep = 1 animal unit  
2 swine = 1 animal unit (Maximum 5 swine per parcel)  
3 goats = 1 animal unit  
3 llamas = 1 animal unit  
3 alpacas = 1 animal unit  
2 ponies or burros = 1 animal unit  
mini animals are treated as ½ and animal unit  
20 chickens = 1 bird unit (maximum 60 chickens per parcel)  
12 ducks = 1 bird unit  
8 turkeys = 1 bird unit  
8 geese = 1 bird unit

Animals not described in Section 3.101 (F) may be considered by the Zoning Inspector based upon the impact of the animal. The keeping of any species not listed as a domestic animal requires the Zoning Inspector approval.

Calculations of the acreage required are rounded up to whole numbers.



**SEC 3.102 ACCESSORY USES, BUILDINGS AND STRUCTURE STANDARDS:**

**3.102.1 Accessory Use:** Accessory uses must:

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

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

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

*Table 3.102-1*

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

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

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

**(C) Special Height Exceptions:**

- (1) Where unusual, problematic or special lot circumstances warrant flexibility, a waiver to the standard height requirements for accessory buildings and structures on parcels of two acres or greater is allowed by the Zoning Inspector upon consideration of the following factors:
  - (a) Elevation of the parcel;
  - (b) Adequate screening from the public right-of way;
  - (c) The beneficial effect of existing terrain and vegetation;

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

- (1) Accessory buildings shall be set back a minimum of ten (10) feet from rear and side property lines.
- (2) Accessory buildings shall be set back a minimum of ten (10) feet from a principal building.
- (I) In platted subdivisions, any accessory building used for containing animals shall also be subject to the requirements specified in Section 3.101.
- (J) Accessory buildings must be anchored per the building code or if less than two hundred (200) square feet then must be anchored on all four (4) corners with screw-type or post-in concrete-type of anchor.
- (K) A transportation vehicle without wheels; shipping containers; railroad cars; truck vans, bus bodies, vehicles and similar prefabricated items and structures originally built for purposes other than the storage of goods and materials are not permitted to be used as accessory buildings on property zoned residential or on property the primary use of which is residential.

Notwithstanding the provisions set forth above, the temporary placement of shipping containers on residentially zoned properties, or on properties the primary use of which is residential, for the limited purpose of loading and unloading household contents shall be permitted for thirty (30) days within twelve (12) months period and may be extended by the Zoning Inspector up to thirty (30) additional days.

### **3.102.3 Non-Residential Accessory Structure:**

- (A) An accessory structure is not permitted prior to the establishment of a principal use structure, unless the following requirements have been met:
  - (1) A building permit has been issued and the footer approved for the principal use structure; and
  - (2) The location of an accessory building is found acceptable in relation to the future principal structure; and,
  - (3) The location of the accessory building does not interfere with the sanitary sewer or the on-site wastewater disposal system as determined by the appropriate authority.
- (B) The total area of accessory buildings shall be included in the floor area ratio allowance for the site.
- (C) Detached accessory buildings shall meet the minimum setbacks required by the district in which located.
- (D) Accessory buildings must be anchored per the building code or if less than two hundred (200) square feet, then must be anchored on all four (4) corners with screw-type or post-in concrete-type of anchor.

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

(A) **Commercial Vehicles:**

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

(B) **Recreational Vehicles:**

- (1) Recreational vehicles for the purpose of storage on a lot with a primary residential structure and not for purpose of habitation are subject to the following:
  - (a) Permitted in all residential districts
  - (b) A maximum of two (2) recreational vehicles are permitted in the rear and side yards. Any additional recreational vehicles must be stored in an enclosed building. Lots of five (5) acres or more are exempt from this standard provided the vehicles are not visible from the public right-of-way.
- (2) Recreational vehicles for the purpose of habitation are subject to the following:
  - (a) The use is prohibited in all residential districts, except for the purpose of providing temporary visits for a period lasting not more than seven (7) days and exceeding two (2) times in twelve (12) months.
  - (b) May be used in accordance with Section 3.204.2(B) (1-3) Construction Related Activities.
  - (c) Shall not to be connected to any public utilities or on-site septic system.
- (3) Parking or storage of recreational vehicles, boats, utility trailers or similar items is prohibited within the front yard, except for loading and unloading which does not exceed forty-eight (48) hours.

**3.102.5 Drive-In or Drive-Thru Service Facilities:** A drive-in or drive-through service facility shall satisfy the following requirements:

(A) **Development and Operation Requirements:**

- (1) Vehicle stacking requirements specified in Section 3.312 and sufficient stacking shall be provided to prevent obstruction of any street, sidewalk or sight-distance;
- (2) Ingress and egress shall only be permitted from an internal private driveway serving the principal use of the site;
- (3) All access driveway intersection(s) of public streets shall only be permitted to the allowance, design and construction specifications of the Warren County Engineer or the Ohio Department of Transportation (ODOT), as applicable;
- (4) The location shall not impair or obstruct provision of emergency services of the site, as determined to the satisfaction of the Fire/EMS Department;
- (5) The turning radius of any curve in a driveway lane shall be sufficient to require only forward movement; i.e., no backing up to get through any curve in the drive-through lane.

(B) **Facility Support Requirements:**

- (1) **Signage:** Signage shall comply with requirements specified in Article 3, Chapter 6, except for the following menu board and clearance sign provisions:
  - (a) May have two-way audio communication broadcasting;
  - (b) Limited to forty-eight (48) square feet;
  - (c) Shall not exceed eight (8) feet in height with the exception of clearance signs and they may be determined by the height and width of the structure or opening to be protected; and,
  - (d) Shall not be visible or audible from any off-site residential use or district.
- (2) **Buffer:** A buffer shall be provided to prevent visual, noise and light impact, in addition to requirements specified in Article 3, Chapter 4.
- (3) **Clearance Signage:** The height and width of vehicles the facility can accommodate shall be posted.

**3.102.6 Fences, Walls, and Hedges in Residential Districts:**

- (A) Height shall not be greater than four (4) feet in a front yard.
- (B) Corner lots shall meet the clear sight-distance requirement of Section 3.103.1.

**3.102.7 Outdoor Trash Container Enclosure:** Trash and/or recycling container areas on non-residential and multi-family residential use sites shall be enclosed on at least three (3) sides by a solid wall, solid fence, or solid evergreen vegetation that is at least six (6) feet in height.

**3.102.8 Outdoor Private Accessory Recreation Facility:** Outdoor recreation facilities, including swimming pools, game courts, and play structures, are subject to the following:

- (A) The facility shall be located in the rear and/or side yard and shall be set back twenty (20) feet from any adjacent property line.

- (B) The use does not create a nuisance, disturb the peace, or result in a health or safety violation as reported to, or acted upon by, an enforcement authority.
- (C) The use does not interfere with the operation of an on-site sewage treatment system or drinking well, as determined by the Warren County Combined Health District.
- (D) Swimming pools shall comply with the requirements of Section 3.102.11

**3.102.9 Satellite Dish:** Satellite dishes shall be permitted as an accessory use in all residential zoning districts subject to the following requirements:

- (A) **Location:** Satellite dishes are permitted within the side or rear yard.
- (B) **Setbacks:** Ground-mounted satellite dishes shall comply with all required district setback standards.
- (C) **Height and Size:**
  - (1) Satellite dishes shall not exceed twelve (12) feet in diameter;
  - (2) The peak of a ground mounted satellite dish shall not exceed fifteen (15) feet above the finished grade; and,
  - (3) The maximum height of any wall or roof-mounted satellite dish shall not exceed the roof height by four (4) feet and its diameter shall not exceed three (3) feet.
- (D) **Maintenance:** The satellite dish apparatus shall be properly maintained to prevent both unsightly and unsafe conditions. A nonfunctioning satellite dish shall be removed within three months of becoming nonfunctional.
- (E) **Permits:** A ground-mounted satellite dish greater than eighteen (18) inches requires a zoning permit unless otherwise exempted by the Zoning Inspector.

**3.102.10 Solar Energy Equipment:**

- (A) **Accessory Solar Energy:**
  - (1) Solar energy equipment shall meet setback and height requirements for the district.
  - (2) Ground-mounted solar energy equipment shall be limited to a maximum height of fifteen (15) feet and shall be located in the rear yard or side yard and screened from the public right-of-way.
  - (3) A ground-mounted solar energy system shall count toward the maximum number of accessory structures permitted on the property and shall require a zoning permit.
  - (4) Non-functioning solar energy equipment shall be removed within three months of becoming nonfunctional.
  - (5) The Solar Energy System shall be properly maintained to prevent both unsightly and unsafe conditions.

(B) Principal Solar Energy Production Facility:

It is not the purpose of this regulation to regulate a major utility facility as defined by the Ohio Power Siting Board (50 MW or greater). No Principal Solar Energy Production Facility shall be located in a zoning district where such facilities are not explicitly listed as a permitted or conditionally permitted use.

All principal solar energy production facilities shall meet the following requirements:

- (1) The proposed principal solar energy production facility must be located on a lot of at least twelve (12) acres in size.
- (2) For purposes of determining lot coverage, the total surface area of all ground/pole mounted solar energy systems including cells, panels, and water collector devices shall be considered impervious and shall count toward the maximum percent of a lot to be occupied.
- (3) All on-site utility, distribution, and transmission lines, that are the responsibility of the principal solar energy production facility to maintain, shall be placed underground.
- (4) Roof mounted:
  - (a) May be mounted to a principal or accessory building.
  - (b) Shall not exceed 10 feet above roof height.
- (5) Ground/Pole mounted:
  - (a) Shall be no taller than fifteen (15) feet.
  - (b) Limited within commercial and industrial zoning districts to 20% or less of the energy produced onsite.
- (6) Building mounted/Other structure mounted/integrated:
  - (a) Shall be no taller than the primary mounting structure, with the exception of parking lot solar canopies. A parking lot solar canopy shall be no taller than 35 feet.
- (7) Solar energy systems shall be designed and located in order to prevent reflective glare towards any inhabited building on adjacent properties as well as adjacent street right-of-way. Applicants must complete and provide the results of the Solar Glare Hazard Analysis Tool (SGHAT), or an equivalent report, for neighboring lots and right-of-way.
- (8) The proposed principal solar energy production facility must comply with any applicable airport zoning overlay and height restrictions, and the ability to comply with the FAA regulations pertaining to hazards to air navigation must be demonstrated.
- (9) All mechanical equipment of solar energy systems including any structure for batteries or storage cells, shall be completely enclosed by a minimum seven (7) foot high fence with a self-locking gate, and provide screening in accordance with the Warren County Rural Zoning Code.

(10) Screening shall be established in accordance with the provisions of the Warren County Rural Zoning Code, be maintained in good condition, and free of all advertising or other signs. In addition to any other screening requirements of the Warren County Rural Zoning Code, the following standards shall apply:

- (a) Any buildings and solar energy equipment shall be screened from ground-level view from any adjacent road right-of-way, any adjacent lot with a residential use, and any residential zoning district.
- (b) Screening shall consist of vegetation, mounding, natural landforms, or any combination thereof. Screening may be supplemented by fencing or walls, but shall not be the primary method. Fencing shall incorporate gaps or spaces of at least six (6) inches by six (6) inches to allow passage of small mammals.
- (c) Screening shall be a minimum of six (6) feet in height.
- (d) Mounding shall be seeded and planted with trees. The base of the mound shall not be graded at an angle greater than forty-five degrees (45°).
- (e) Screening shall be clustered around groups of solar energy equipment and buildings and not the entirety of the lot to allow for "wildlife corridors" where wildlife can traverse the lot.

(11) Buffering shall be established in accordance with the provisions of the Warren County Rural Zoning Code. In addition to any other buffering requirements of the Warren County Rural Zoning Code, the following standards shall apply:

- (a) A one-hundred and twenty (120) foot setback along stream boundaries (including ephemeral and intermittent streams).
- (b) A one-hundred and twenty (120) foot setback from Category 1 and 2 wetland boundaries.
- (c) A three-hundred (300) foot setback from Category 3 wetland boundaries.

(Note: a, b, and c above are all subject to an environmental assessment by Warren County Soil and Water.)

(12) Setback requirements for solar energy equipment not housed in a building, shall be:

- (a) Non-Participating Parcels:
  - 1. One-hundred and fifty (150) feet from lot lines.
  - 2. Three-hundred (300) feet from any dwelling.
  - 3. One-hundred and fifty (150) feet from the edge of any adjacent road right-of way.
- (b) Participating Parcel: Setbacks for all other buildings and structures comply with the applicable zoning setback standards

(13) Ingress and egress driveways, interior access/maintenance roads, and any off-street parking and circulation routes shall be constructed with a durable and



dust-free surface.

- (14) New access drives within the Principal Solar Energy Production Facility shall be designed to minimize the extent of soil disturbance, water runoff, and soil compaction on the premises. The use of geotextile fabrics and gravel placed on the surface of the existing soil for temporary roadways during construction is permitted, provided that the geotextile fabrics and gravel are removed once the Principal Solar Energy Production Facility is in operation.
- (15) Areas that are undeveloped, areas not required for regular maintenance, and other spaces not devoted to the active use of the lot (such as in between rows of ground mounted solar panels) shall be landscaped with vegetation in such a manner as to prevent soil erosion by wind or rain or the spreading of invasive species and noxious weeds. Plantings shall follow the standards set forth in the Ohio Department of Natural Resources (ODNR) Guidance for Proposed Solar Energy Facilities in Ohio.
- (16) Solar energy systems and all solar energy equipment that are no longer functioning shall be completely removed from the property within six (6) months from the date they are no longer producing electricity, become damaged, discontinued or broken. Any earth disturbance as a result of the removal of the ground mounted solar energy system shall be graded and reseeded within thirty (30) days of removal.
- (17) A Road Use Maintenance Agreement: The property owner shall provide for the adequate maintenance and protection of Township and County maintained, protected, or managed infrastructure (including, but not limited to roadways, rights-of-way, and easements) to be used in connection with the Principle Solar Energy Production Facility as detailed further in a road use and maintenance agreement ("RUMA") with the Township or County. Any damaged public roads, culverts, and bridges shall be repaired promptly to their previous or better condition by the property owner or their designee under the guidance of the appropriate regulatory authority.
- (18) The property owner shall provide sufficient evidence that the property can be adequately served by the appropriate safety services, for example, a letter from the applicable fire department verifying that emergency response personnel and vehicles can safely reach and service the property, including the area where the Principle Solar Energy Production Facility is located.
- (19) Supporting application materials for a Principal Solar Energy Production Facility shall include a detailed site plan and all applicable requirements found in Section 1.303 of the Warren County Rural Zoning Code. The site plan should show all zoning districts and overlay districts. The following shall also be submitted at the time of the application and shall include:

  - (a) A detailed site plan for both existing and proposed conditions must be submitted, showing location of all solar arrays, other structures, property lines, rights-of-way, service roads, floodplains, wetlands and other protected natural resources, topography, electric equipment, and all other characteristics requested by Zoning Inspector.
  - (b) Height of the proposed solar energy system(s) at maximum tilt.
  - (c) Proof of notice to the electric utility, Soil and Water Conservation

District (for drainage impact purposes), and the Warren County Combined Health District (for on-site sewage treatment impacts) regarding the proposal.

- (d) Letters from the County Engineer, Township, and State Department of Transportation regarding the status of any Road User Maintenance Agreement and/or bonding.
- (e) A drainage plan, including any methods of stormwater management, and existence of any subsurface drainage systems. The County Engineer's Office, Soil and Water Conservation District, and if applicable, the Farm Service Agency shall be contacted to confirm the existence, or potential existence, and location of any subsurface drainage systems.
- (f) Proof of notice and/or compliance with County-level stormwater and sediment control regulations.
- (g) A narrative of expected and potential impacts to ecological, cultural, archeological, and agricultural resources and impacts to neighboring land uses.
- (h) A landscaping plan.
- (i) A screening and buffering plan, including any wildlife corridors.
- (j) A narrative addressing the expected lifespan of the facility, expected regular maintenance activities, and an end-of-life decommissioning plan.
- (k) A list of all adjacent property owners, their parcel numbers, and addresses.

Notification Requirements: Within 14 days of filing an application with the Building and Zoning Department, mail a notice via first class mail to property owners within 1,000 feet of the subject site explaining the request and identifying the subject property.

### **3.102.11 Swimming Pool Requirements:**

- (A) Swimming pools shall be surrounded by a wall or fence not less than four (4) feet in height for residential pools and not less than six (6) feet in height for community and public pools with access gates that are lockable, self-closing, and self-latching and shall be maintained in good condition. The fencing requirement does not apply to residential swimming pools that:
  - (1) Are installed with a retractable rigid cover, tested per ASTM Standard F 1346, or,
  - (2) Are above ground pools with sides greater than four (4) feet in height and the ladder/access point is fenced with a lockable, self-closing, and self-latching gate.
- (B) Community and public pools and all related supportive installations, such as restrooms, changing rooms, food service, and eating areas must satisfy the construction and operation requirements of the Ohio Department of Health.

**3.102.12 Micro-Wind Energy Conservation System (WECS) Turbine:** A micro-~~WECS-wind turbine~~ is permitted as an accessory use structure in accordance with the following requirements:

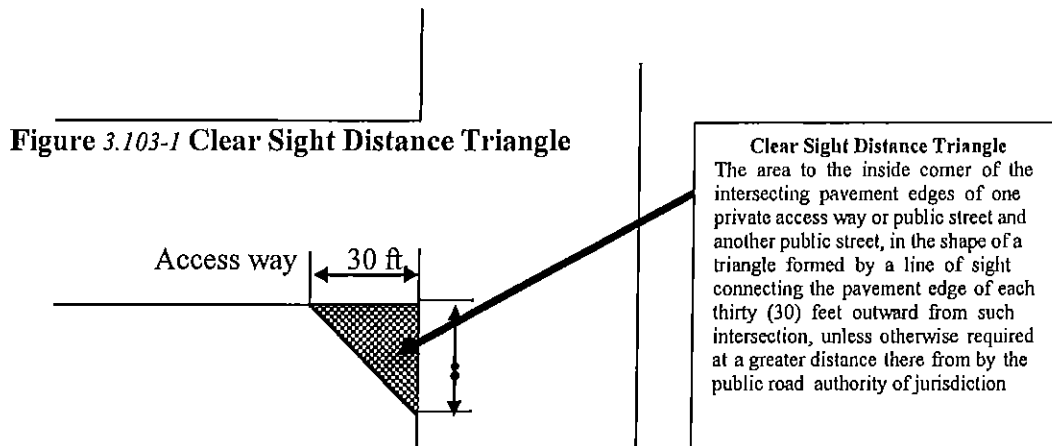
- (A) Micro-~~WECS-wind turbine~~ that are attached to a roof or structure are permitted provided that the measurement from the average grade to the tip of the blade of the system does not exceed the maximum height of buildings permitted in the applicable zoning district.
- (B) No more than two (2) wind turbines shall be permitted per lot
- (C) The height and location of a micro-~~WECS-wind turbine~~ shall be such that, if the system were to collapse, it would fall within the boundaries of the subject lot.

(D) **Stand-Alone Systems:**

- (1) May be permitted on lots with a minimum lot area of one acre.
- (2) The pole or supporting structure shall be set back a minimum distance equal to the height of the system.
- (3) The minimum height from finished grade to the lowest portion of the blades is 12 feet.
- (4) The maximum height shall be seventy-five (75) feet measured from the average grade to the highest point on the blade.
- (5) The system shall comply with district setback standards.

**SEC 3.103 DEVELOPMENT STANDARDS:**

**3.103.1 Clear Sight Distance Triangle:** No building, structure, sign, or vegetation shall obstruct the clear sight distance triangle.



**3.103.2 Lot Requirements:**

(A) **Corner Lots:**

- (1) **Frontage:** The frontage of lots within zoning districts R-1B, R-2 and R-3 shall be increased by twenty (20) percent greater than the district standard (Section 2.302.1).
- (2) **Setbacks:** The minimum front yard setback shall be provided from each street right-of-way or easement line.
- (3) The side opposite where the address is located will be the rear yard.

- (B) **Double Frontage Lots:** On a lot bordered by two (2) streets other than at an intersection:
- (1) The required minimum front yard setback shall be provided on all lot lines that abut a street.
  - (2) The remaining lot lines not abutting a public road right-of-way shall be regulated as side yards.
  - (3) The side opposite where the address is located will be the rear yard.

(C) **Panhandle Lots:**

- (1) There shall not be more than one panhandle lot behind a frontage lot.
- (2) The panhandle area shall not be credited toward the minimum lot area as determined by the Warren County Health Department.
- (3) The lot, exclusive of the panhandle area, shall meet the maximum depth to width ratio of this Code.
- (4) The panhandle portion of the lot shall have a continuous width of a minimum of twenty feet and a maximum of forty feet, measured from the Warren County Thoroughfare Road Right-of-Way to the body of the panhandle lot. See figure 3.103.2-1.
- (5) Buildings may be constructed only within the body of a panhandle lot.
- (6) The body of a panhandle lot shall meet the minimum width requirements.
- (7) The front yard setbacks shall be established from the front property line that parallels the roadway from which the panhandle lot has access.
- (8) Minimum Front Yard Setback: Thirty-Five (35) feet for all residential zoning districts. This supersedes the district standard.

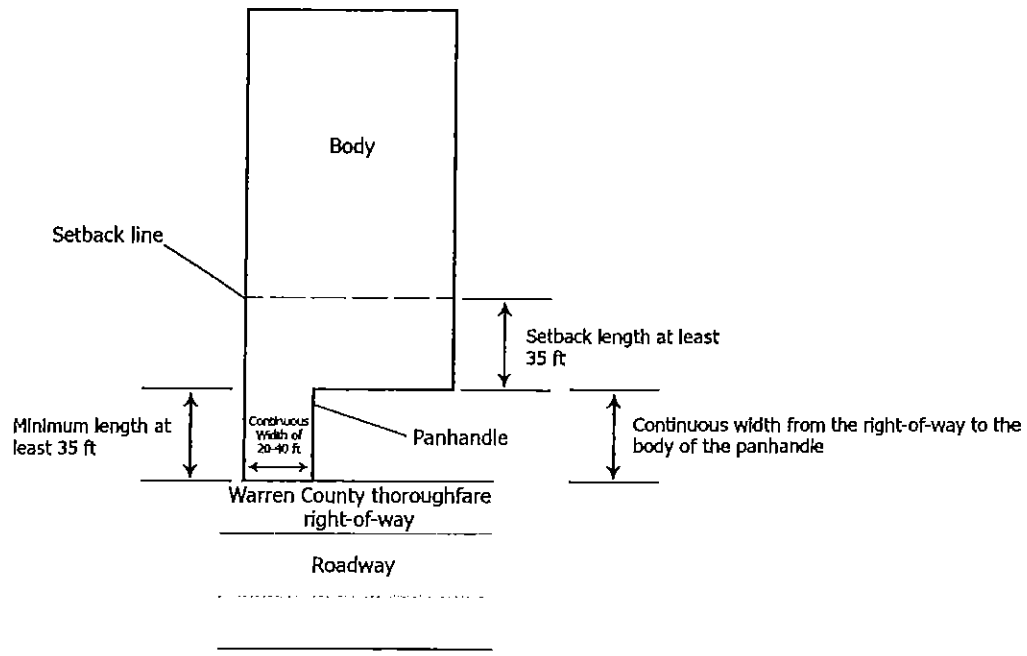


Figure 3.103.2-1

**3.103.3 Height Regulation Exceptions:** Permitted height exceptions in all districts shall be as follows:

- (A) The height limitations of this Zoning Code shall not apply to chimneys, clocks or bell towers, spires, belfries, water tanks, public monuments, steeples, personal radio or TV antennae, flag poles, vent pipes, structures housing or screening fans, air conditioning units or elevator machinery, and other similar features provided that residential structures shall not exceed twice the district height.
- (B) Architectural features that include building and roof line elements (parapet walls, cornice) that are intended to add architectural interest and not for the purpose of adding signage to the building may be allowed to exceed the maximum height of the district by not more than ten (10) feet.

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

**3.103.5 Reduction of Area or Space:** The lot size, setbacks, dedicated open space or required parking area shall not be reduced in area or dimension, thereby making said area or dimension less than the minimum required by this Zoning Code.

**3.103.6 Site Access and Circulation:** Lot access and circulation shall be approved by the Warren County Engineer in accordance with the Warren County Access Management Regulations and the Fire/EMS department of jurisdiction.

**SEC 3.104 JUNK, JUNK VEHICLES, AND OTHER SALVAGEABLE ITEMS RESTRICTIONS:**

- (A) No person, firm, or corporation shall accumulate, collect, deposit, dump, dispose, maintain, or store, or allow the same on any property under the person's control or responsibility, any junk, junk vehicle, or other types of salvageable solid waste, or construction/demolition debris, outside of an enclosed area or area not entirely screened from the visibility of surrounding properties, except in the zoning district where expressly permitted.
  - (1) Processed firewood for a property owner's personal use is not junk. Raw material that has not been processed even though it can be processed into firewood, including, but not limited to, logs, branches, limbs, pallets, untreated dimensional lumber, and other wood products that have not been painted, stained, chemically treated or coated, is not firewood and does constitute junk and is subject to Section 3.104 (A).
- (B) Violation of this section shall be subject to prosecution in a court of competent jurisdiction, unless one (1) or more person, firm, or corporation which is responsible for the violation permanently removes or causes permanent removal of the violating items within seven (7) days after receipt of notice of violation to another property or use location, whereon such items are permitted to be located outdoors for the purpose of a junkyard business, or are otherwise placed within a building.

**SEC 3.105 PERFORMANCE STANDARDS:**

- (A) Any use or development that creates a danger to public health or safety and/or a nuisance, including but not limited to environmental pollution; traffic; noise; vibration; odor; dust; or glare, are subject to review by the body vested with Approving Authority in order to determine whether such are compatible to the zoning district.
- (B) The County may require additional studies to be submitted by the applicant and may place conditions of approval to mitigate potential impacts upon issuance of a zoning permit.

**SEC 3.106**    **MOBILE HOME USE:** A mobile home shall not be used as a single-family dwelling or permanent residence in any district.

**SEC 3.107**    **SEWER SERVICE AREA REQUIREMENTS:**

- (A) Any use or development that requires central sanitary sewage system service connection may not be accepted prior to all of the following:
  - (1) The area has been approved by the Warren County Board of Commissioners (BOCC) for service by a central sanitary sewage system; and,
  - (2) The sewer service area boundary is recognized and accepted by either the Ohio-Kentucky-Indiana (OKI) Regional Council of Governments or the Miami Valley Regional Planning Commission (MVRPC).

**SEC 3.108**    **USES & DEVELOPMENT UNDERLYING AIRPORT AIRSPACE:**

- (A) Uses and development of buildings and other structures on any property located under airport airspace shall be required to certify compliance with applicable rules and regulations of: the Federal Aviation Administration (FAA), 14 C.F.R. Part 77, as amended; the Chapters 4561 and 4563 of the Ohio Revised Code; Ohio Administrative Code Section 5501:1-10-1, et seq.; and, the Warren County Airport Zoning Code.

**SEC 3.109**    **ADAPTIVE REUSE OF HISTORIC STRUCTURES INCLUDING BARNs:**

- (A) **Purpose:** To encourage the viability, reuse, restoration and rehabilitation of historic structures including barns which are no longer associated with an agricultural use, by allowing for specified uses not otherwise allowed in the district in which they are located, within the current dimensions of such structure.
- (B) **Applicability:** All adaptive reuse, and associated restoration and/or rehabilitation, of historic structures including barns shall be considered a conditional use subject to review by the BZA.
- (C) **Allowed Uses:** The following additional uses, if not otherwise allowed in the district, may be allowed, subject to conditional use review:
  - (1) Artist Studio/Gallery
  - (2) Community Center
  - (3) Cultural Facility
  - (4) Day Care Facility
  - (5) School
  - (6) Storage
  - (7) Ecotourism uses
  - (8) Antique/Gift Shops
  - (9) Restaurants
  - (10) A combination of the above-listed uses
  - (11) Uses approved by the BZA



(D) **Historic Evaluation:**

- (1) If the subject structure does not meet the definition of "Historic Structure" in Article 4.103, then the BZA may determine the structure to be historic if it is 50 years in age or older and any one of the following criteria is satisfied.
  - (a) Association with historical events or activities that made a significant contribution to our history.
  - (b) Association with the lives of significant individuals in our past.
  - (c) Possesses distinctive characteristics of a type, period, or method of construction.
  - (d) Represents the work of a master craftsman, architect or builder.
  - (e) Significant to the history of the county, state, or nation.
- (2) The applicant must provide documentation justifying the structures historic designation.

(E) **Special Requirements: All adaptive reuse, restoration, and rehabilitation of historic structures shall also meet the following requirements:**

- (1) The proposed adaptive reuse shall not significantly alter the footprint, essential character, or immediate surroundings. In reviewing proposals for adaptive reuse of historic structures, the BZA shall also consider the suggestions of the Comprehensive Plan and whether the historic character can be retained to a practical extent.
- (2) A zoning permit issued for an adaptive reuse shall clearly state that the use is allowed only as a permitted use of the existing structure, and shall not be re-established if the structure is substantially modified, except in accordance with the requirements of these regulations.
- (3) In the event that the structure is destroyed or demolished, the structure may be reconstructed, and the use re-established with the approval of the BZA. In allowing such reconstruction and re-establishment, the BZA shall determine that, in addition to meeting conditional use standards, the replacement structure closely replicates the historic structure in architectural style, form, massing, scale, and building material.

## ARTICLE 3

### CHAPTER 3: PARKING, LOADING, AND CIRCULATION STANDARDS

#### SEC 3.311 DESIGN REQUIREMENTS:

- (A) Minimum Size: Except in the case of dwelling units, no parking area shall be smaller than five (5) parking spaces with the necessary and corresponding aisle or drive.
- (B) Multi-Family or Non-Residential Access and Driveways:
  - (1) There shall be adequate provision for ingress and egress to all parking areas as regulated by the Warren County Engineer's Office Access Management Regulations.
  - (2) The width of a driveway (ingress/egress) for a multi-family or non-residential use, at the street right-of-way line, shall have a minimum width of twenty-four (24) feet and maximum width of thirty-six (36) feet (unless otherwise permitted or required by the Warren County Engineer's Office).
  - (3) Shared ingress and egress is strongly encouraged whenever possible and may be required if deemed necessary by the Warren County Engineer's Office or ODOT as applicable.
  - (4) All driveways shall be located at least ~~five-ten (510)~~ ten (10) feet from side or rear property lines ~~for~~of all residential properties and ~~ten-five (105)~~ ten (10) feet ~~for~~of all other land uses.

## **ARTICLE 4**

### **CHAPTER 1 DEFINITIONS**

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

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

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

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

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

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

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

**Adult Bookstore, Adult Novelty or Adult Video Store:**

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

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

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

activities or specified anatomical areas.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Alteration:** Any remodeling of, or addition to, the floor plan of a building or other structure, interior or exterior, which involves a change, or addition to, the supporting members (bearing wall, beams, columns, girders, etc.). Alteration also applies to the relocation of the building or structure or, in regards to a lot, any change in the recorded boundary and area of a parcel of record.

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

**Animal, Exotic:** Exotic animals includes, but is not limited to: Primates (gorillas, orangutans, chimpanzees, gibbons, siamangs, mandrills, drills, baboons, Gelada baboons only); Carnivores (all

wolves, all bears, lions, tigers, leopards, jaguars, cheetahs, cougars); Proboscidea (all elephants); Perissodactyla (all rhinoceroses); Artiodactyla (all hippos and African buffalos); Crocodylia (crocodiles and alligators); Serpentes (all poisonous snakes); and Amphibians (all poisonous species).

**Animal Wastes:**

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

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

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

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

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

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

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

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

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

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

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

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

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

**Berm:** A man-made, linear earthen mound of at least eighteen (18) inches in height from grade

designed to provide, buffering or screening of undesirable views, abate noise trespass, etc. (also see Buffer).

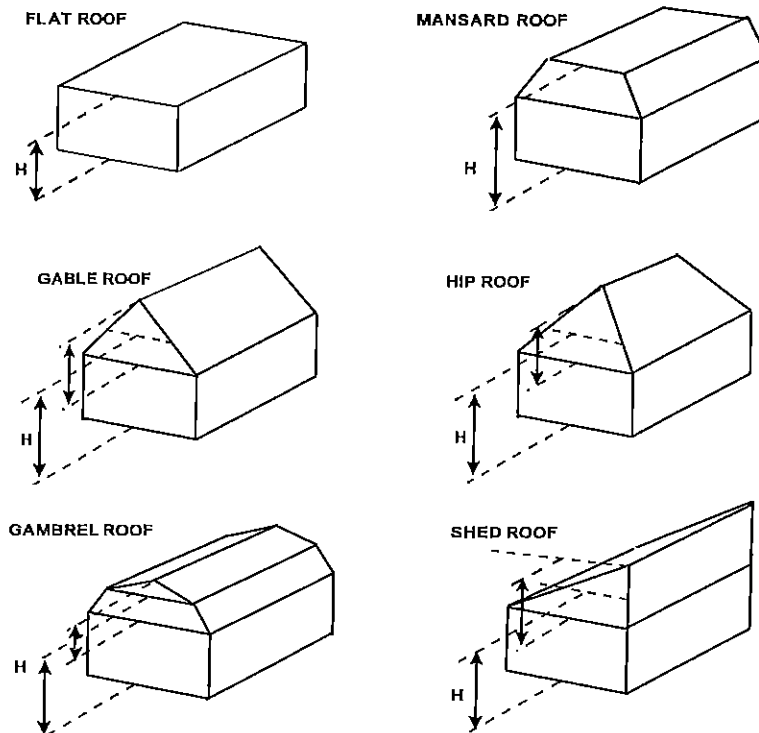
**Best Management Practice (BMP):** A practice or combination of practices that is determined to be the most effective and practicable including technological, economic, and institutional controls as a means of complying with the applicable standards of Chapter 903 of the Revised Code. BMPs may include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

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

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

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

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



**Building Line:** (See Setback)

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

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

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

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

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

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

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

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

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

**Cellar:** (See Basement.)

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

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

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

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

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

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

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

**Cistern:** A tank that stores excess rainwater runoff.

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



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

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

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

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

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

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

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

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

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

- (1) Case management;
- (2) Home health care;
- (3) Homemaker services;
- (4) Chore services;

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

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

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

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

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

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

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

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

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

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

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

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

**Construction and Demolition Debris:** Means those materials resulting from the alteration, construction, destruction, rehabilitation, or repair of any man-made physical structure, including, without limitation, houses, buildings, industrial or commercial facilities, or roadways. This definition does not include materials identified or listed as solid wastes, infectious wastes, or hazardous wastes pursuant to Chapter 3734 of the Ohio Revised Code and rules adopted thereunder; liquids including

containerized or bulk liquids; materials from mining operations, non-toxic fly ash, spent non-toxic foundry sand and slag; or reinforced or non-reinforced concrete, asphalt, building or paving brick, or building or paving stone that is stored for a period of less than two (2) years for recycling into a usable construction material. For the purposes of this definition, "material resulting from the alteration, construction, destruction, rehabilitation, or repair of any man-made physical structure" are those materials that form the structure, and those materials directly affixed to the structure such as brick, concrete, and other masonry materials, stone, glass, wall coverings, plaster, drywall, framing and finishing lumber, roofing materials, plumbing fixtures, heating equipment, electrical wiring and components containing no hazardous fluids or refrigerants, insulation, affixed carpeting, asphaltic substances, metals incidental to any of the above, and weathered railroad ties and utility poles. Materials from construction may also include empty packaging material consisting of, without limitation: wood, corrugated container board, paper, metal, and/or plastic directly resulting from construction material packaging. Material resulting from the alteration, construction, destruction, rehabilitation, or repair does not include materials that are required to be removed before demolition occurs, materials that are not affixed to the structure or that are otherwise contained within the structure such as solid wastes, yard waste, packaging materials not directly incidental to construction, pallets, containers, and drums including caulking tubes, furniture, appliances, tires, batteries, and fuel tanks.

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

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

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

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

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

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

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

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

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

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

**Cut Off Luminaire:** A source of illumination with elements such as shield, reflectors or refractor

panels that direct and cut off the light at a cut off angle less than ninety (90) degrees.

**Damaged or Diseased Trees:** Trees that have: split trunks; broken tops; heart rot; insect or fungus problems that will lead to imminent death; undercut root systems that put the tree in imminent danger of falling; lean as a result of root failure that puts the tree in imminent danger of falling; or any other condition that puts the tree in imminent danger of being uprooted or falling into or along a watercourse or onto a building or structure.

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

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

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

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

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

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

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

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

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

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

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

**Dwelling:** Any building or portion thereof designed or intended to be used exclusively for residence

purposes, but not including a mobile home or a non-permanently sited manufactured home on any site outside of a manufactured homes park, nor a tent, cabin, trailer, travel trailer, trailer coach, camper on a truck, or any other type of recreational vehicle.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Family Home and Day Care:** (Have two types of Family care home in ORC under 5104.01) (RR) "Type A family day-care home" and "Type A home" mean a permanent residence of the administrator in which child care or publicly funded child care is provided for seven (7) to twelve (12) children at one time or a permanent residence of the administrator in which child care is provided for four (4) to twelve (12) children at one time if four (4) or more children at one time are under two (2)

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

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

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

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

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

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

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

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

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

**Fifth-Wheel Trailer:** Means a vehicle that is of such size and weight as to be movable without a special highway permit, that has a gross trailer area of four hundred (400) square feet or less, that is constructed

with a raised forward section that allows a bi-level floor plan, and that is designed to be towed by a vehicle equipped with a fifth-wheel hitch ordinarily installed in the bed of a truck. [ORC 4501.01(6) (d)]

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

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

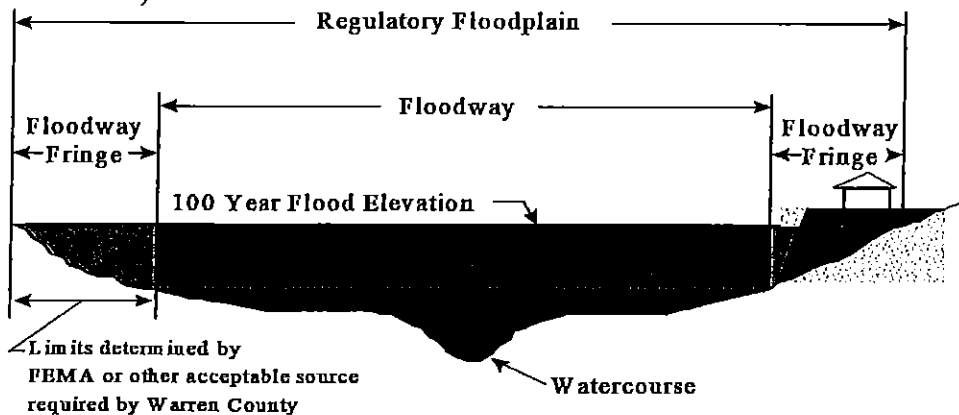
**Firewood, Processed:** Firewood is raw material that has been processed for use in a fireplace, stove, or other heat generating source, by removing all non-wood or non-combustible material, reduced to a size and length for the said foregoing uses and stacked in an orderly fashion.

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

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

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

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



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

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

other acceptable source (see illustration).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

living in group quarters. (Per U.S. Census Bureau)

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

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

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

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

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

**Industrialized Unit:** A building unit or assembly of closed construction, fabricated in an off-site facility, that is substantially self-sufficient as a unit or as part of a greater structure and requires transportation to the site of intended use, including units installed on the site as independent units, as part of a group of units, or incorporated with standard construction methods to form a completed structural entity, but does not include "manufactured home" or "mobile home" as defined in division (O) of Sec. 4501.01 of the Ohio Revised Code. (See ORC § 3781.06 (C)(3), as amended).

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

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

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

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

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

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

terminal to browse the internet or participate in games which reveal sweepstakes entries, prizes, prize values or the like.

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

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

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

**Junk:** One or more objects, articles, or materials where as such items are:

- (a) poorly maintained, deteriorated, damaged, or in a destroyed condition; or,
- (b) careless, haphazard, disorganized placement; or,
- (c) lack of cover from sun and weather exposure.

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

- (a) Inoperable in accordance with manufactured design and/or for safe and/or lawful use;
- (b) Damaged and/or dismantled so as to be unsafe or unlawful to operate and/or could not be restored to safe, lawful operation within seven (7) days;
- (c) Expired registration, if required to be registered; and,
- (d) Uninsured if required to be insured.

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

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

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

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

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

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

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

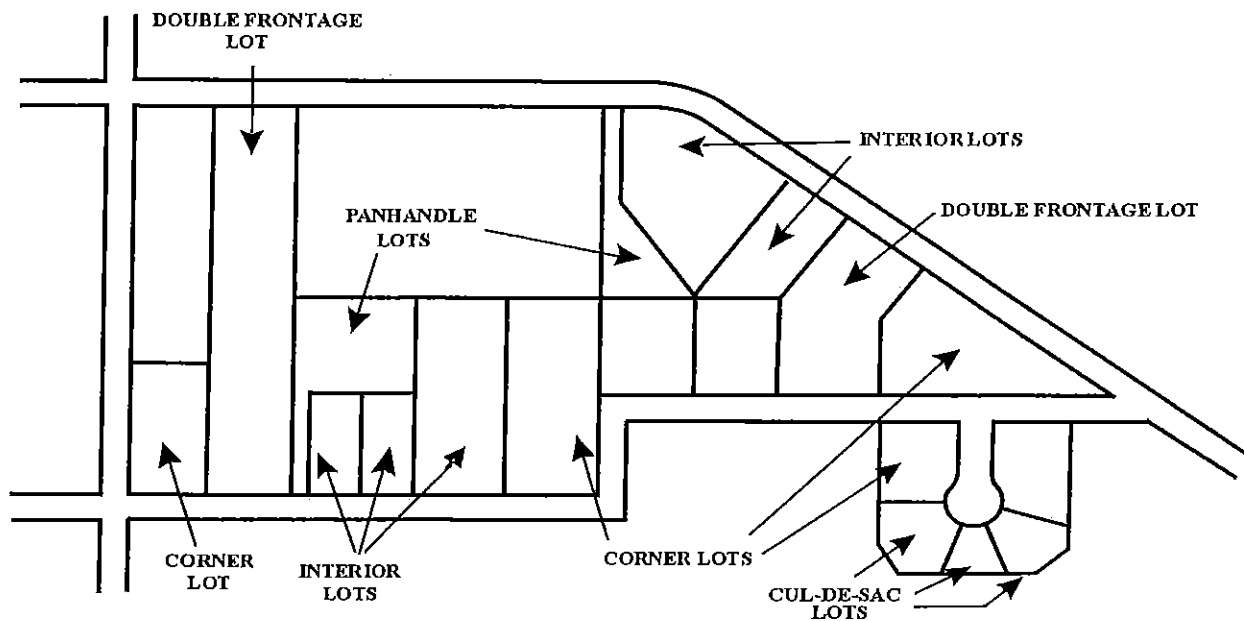
**Light Trespass:** Light which goes beyond the boundary of the site on which the light source is located.

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

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

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

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

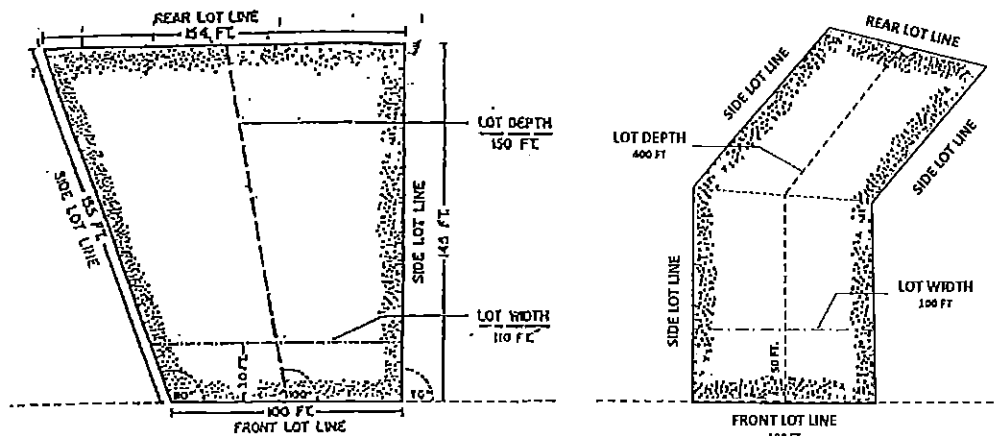


**Lot, Building or Buildable:** A lot of record which meets or otherwise satisfies permit requirements of this Code in effect at the time of its creation for construction or placement of one or more buildings and accessory structures (Also see Lot of Record, Legal Non-Conforming and Grandfathered.)

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

**Lot Coverage:** The percentage of a lot's surface covered by structures and pavement, or other impervious material.

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



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

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

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

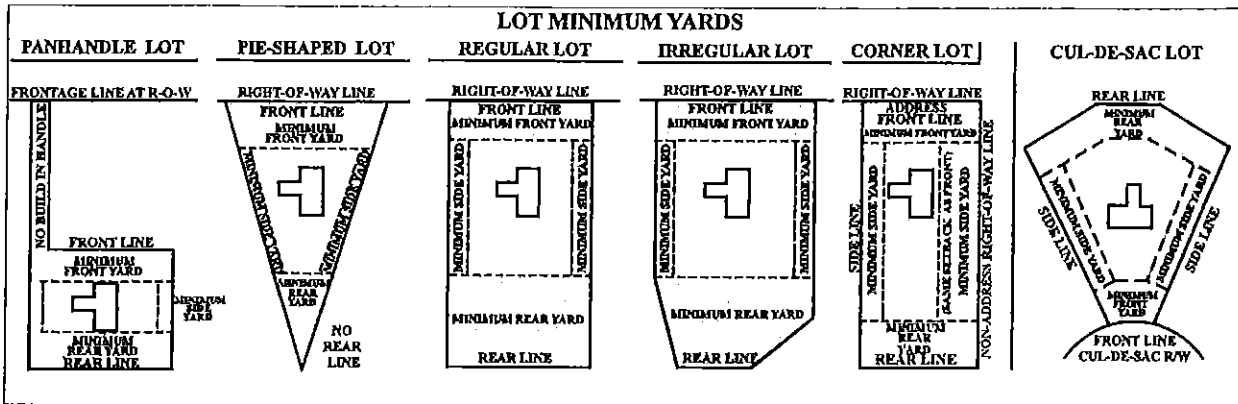
**Lot Frontage:** Any boundary of a lot in common with the right-of-way (or roadway easement) line of a public road/street that is along that boundary, as established by the County Thoroughfare Plan.

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

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

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

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



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

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

**Lot Width:** The distance between the side lot lines, that is a function of the lots Maximum Lot Depth to Width Ratio, measured at the minimum front building setback line.

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

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

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

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

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

**Manufactured Home:** A building unit or assembly of closed construction that is fabricated in an off-site facility and constructed in conformance with the federal construction and safety standards established by the Secretary of Housing and Urban Development pursuant to the "Manufactured Housing Construction and Safety Standards Act of 1974," 88 Stat. 700, 42 U.S.C.A. 5401, 5403, and that has a permanent label or tag affixed to it, as specified in 42 U.S.C.A. 5415, certifying compliance with all applicable federal construction and safety standards. (ORC 3781.06)

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

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

Revised Code.

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

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

**Maximum Lot Depth to Width Ratio:** The length of a lot that does not exceed the lot width as established within a defined ratio.

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

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

**Minimum Lot Size:** The smallest allowable portion of a parcel determined to be usable for the proposed construction of facilities, according to applicable development standards. The size of the lot shall be computed exclusive of any portion of the right-of-way of any public or private street or easement of access; approved stormwater drainage retention or detention ponds; and utility easements beyond the public utility easement.

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

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

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

**Mobile Home:** A building unit or assembly of closed construction that is fabricated in an off-site

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

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

**Motor Home:** (See Recreational Vehicle)

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

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

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

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

**Nude or Seminude Model Studio:**

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

of at least fifteen (15) contiguous acres.

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

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

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

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

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

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

**Park, Trailer: (See Recreational Vehicle):**

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

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

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

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

**Parking Bay:** Two adjacent rows of parking spaces.

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

**Park, Trailer: (See Recreational Vehicle)**

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

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

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

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

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

**Protected Uses:** Any public building owned, leased, or held by the United States, the State of Ohio, Warren County, any city, village, or township, any special district or school district, or any other agency or political subdivision which building is used for government purposes; or land which has

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

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

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

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

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

**RCRA:** The Resource Conservation and Recovery Act of 1976.

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

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

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

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

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

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

**Recreation Park-Camp; Combined:** The same as in Ohio Revised Code, Sec. 3733.01 (H), or as may be amended in the future, is any tract of land upon which a combination of five (5) or more self-contained recreational vehicles or portable camping units are placed and includes any roadway, building, structure, vehicle, or enclosure used or intended for use as part of the park facilities. A tract

of land that is subdivided for lease or contract of the individual lots is a combined park-camp if a combination of five (5) or more recreational vehicles or portable camping units are placed on it for recreation, vacation, or business purposes. This definition does not include any tract of land used solely as a temporary park-camp (as defined in Sec. 3.353).

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

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

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

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

Is designed for the sole purpose of recreational travel;

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

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

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

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

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

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

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

(3) “Truck Camper” is a non-self-propelled recreational vehicle that does not have wheels for road use and is designed to be placed upon and attached to a motor vehicle. “Truck camper” does not include truck covers that consist of walls and a roof, but do not have floors and facilities enabling them to be used as a dwelling.

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

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

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

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

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

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

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

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

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

**Regulated Substances:**

- (A) Regulated Substances are chemicals or mixtures of chemicals that are health hazards. Materials packaged for personal or household use as food or drink for man or other animals are not Regulated Substances. Regulated Substances include:
- (1) Chemicals which are regulated by SDWA, TSCA, RCRA, OSHA, CERCLA, or other state and/or federal environmental laws and regulations, or for which there is scientific evidence that acute or chronic health effects may result from exposure including carcinogens, toxic and highly toxic agents, reproductive toxins, irritants, corrosives, sensitizers, hepatotoxins, the hematopoietic system, and agents which damage the lungs, skin, eyes or mucous membranes.
  - (2) Mixtures of chemicals which have been tested as a whole and have been determined to be a health hazard.
  - (3) Mixtures of chemicals which have not been tested as a whole but which contain any chemical which has been determined to be a health hazard and which

comprises one percent (1%) or greater of the composition on a weight per unit weight basis, and mixtures of chemicals which include a carcinogen if the concentration of the carcinogen in the mixture is one-tenth percent (0.1%) or greater of the composition on a weight per unit weight basis.

- (4) Ingredients of mixtures prepared within the Aquifer Protection "A-P" Overlay Area in cases where such ingredients are health hazards but comprise less than one-tenth (0.1) of one percent (1%) of the mixture (on a weight per unit weight basis), if carcinogenic; or if less than one percent (1%) of the mixture (on a weight per unit weight basis), if non-carcinogenic.
  - (5) Petroleum and non-solid petroleum derivatives (except non-PCB dielectric fluids).
- B. Determination of whether a material is a Regulated Substance can be made upon review of a Material Safety Data Sheet (MSDS). This should be available from the manufacturer, vendor, or distributor of the product. The most recent United States Environmental Protection Agency, Title III Lists of Lists, is a reference to potential Regulated Substances and is not a comprehensive listing.
- C. Determination and verification of Regulated Substances shall be administered by the Warren County Zoning Inspector or his designee.

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

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

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

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

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

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

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

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

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

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

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

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

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

**Small Solar Facility:** Pursuant to ORC 303.213 (A) (2), "Small Solar Facility" means solar panels and associated facilities with a single interconnection to the electrical grid and designed for, or capable of, operation at an aggregate capacity of less than 50 MW.

**Solar Energy:** means radiant energy (direct, diffused, or reflected) received from the sun that can be collected and converted into thermal or electrical energy.

**Solar, Community:** Also known as shared solar, or solar gardens, is an energy model that allows customers to buy or lease part of a larger off-site shared solar photovoltaic (PV) system. For the purposes of the Warren County Rural Zoning Code, "Community Solar" is a "Principal Solar Energy Production Facility".

**Solar Energy, Accessory:** A solar collection system consisting of one or more roof mounted, ground/pole mounted, and/or building mounted/other structure mounted solar collector devices and solar related equipment and is intended to primarily reduce on-site consumption of utility power. A system is considered an accessory solar energy system only if it produces 120% or less of the onsite usage of electrical or thermal power. When a property upon which the system is installed also receives electrical power supplied by a utility company, excess electrical power generated and not presently needed for on-site use may be used by the utility company.

**Solar Energy Equipment:** Items for the purpose of generation, transmission, and storage of electricity, including but not limited to a solar photovoltaic cell, solar panels, lines, pumps, inverter(s), batteries, mounting brackets, racking, framing and/or foundation used for or intended to be used for the collection of solar energy.

**Solar Energy System:** means a system and associated facilities that collect Solar Energy, which may include, but is not limited to, a Roof/Building Mounted, Ground/Pole Mounted, or Other structure mounted / Integrated Energy System.

**Solar Photovoltaic (PV):** The technology that uses a semiconductor to convert light directly into electricity.

**Solar, Ground/Pole Mounted Energy Systems:** means a solar energy system that mounts a solar panel or panels and facilities on or above the ground.

**Solar, Building Mounted/Other structure mounted/Integrated Energy Systems:** means a solar energy system that is mounted to a structure in any way previously not defined or incorporated into or replaces standard building materials and does not have mounting equipment. For example, these systems may include materials that replace traditional roofing, shingle, or siding materials, awnings,

canopies, skylights, or windows. This use includes parking lot solar canopies.

**Solar, Participating Parcels:** A parcel of land that participates by ownership, lease or easement agreement or by contractual agreement, with a person or entity conducting a Solar Energy System project.

**Solar, Principal Energy Production Facility:** An area of land or other area used for a solar collection system mainly used to capture solar energy and convert it to electrical energy. These production facilities primarily produce electricity to be used off-site. Principal solar energy production facilities consist of one or more roof mounted, ground/pole mounted, and/or building mounted/other structure mounted / integrated solar collector devices, solar related equipment, and other accessory structures and buildings including light reflectors, concentrators, and heat exchangers, substations, electrical infrastructure, transmission lines and other appurtenant structures and facilities. Examples include “Small Solar Facility” and “Community Solar Facility” as defined by statute or herein.

**Solar, Roof Mounted Energy Systems:** means a solar energy system that is mounted to a structure or building’s roof on racks.

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

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

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

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

**Semi-public:** (See Quasi-public)

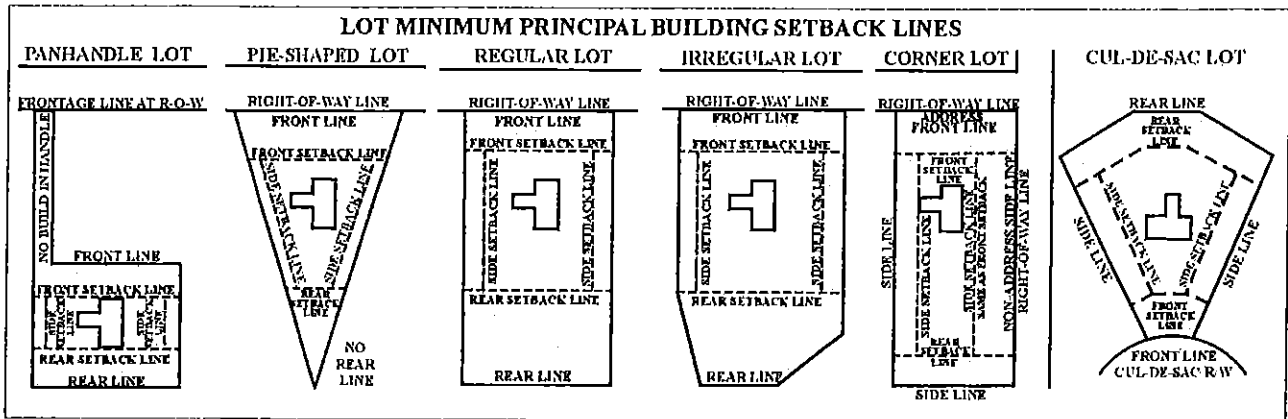
**Setback:** The distance which a building or structure is set back inward from a street right-of-way line or parcel boundary line. (See Yards).

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

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

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





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

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

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

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

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

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

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

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

**Sign, Channel Lettering:** Fabricated or formed three-dimensional letter that may accommodate a light

source or a sign where only the letters/logo is illuminated.

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

**Sign, Gateway:** A sign announcing a development.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Less than completely and opaquely covered human genitals, pubic region, buttocks, anus, or female breast below a point immediately above the top of the areola; or,

- (2) Human male genitals in a discernibly turgid state even if completely and opaquely covered.

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

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

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

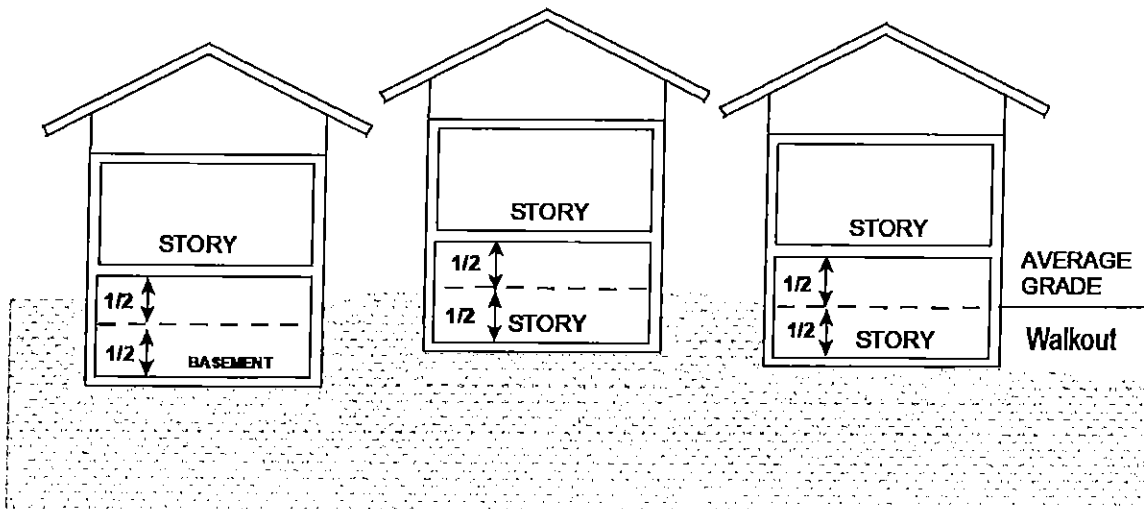
**Stable:** Building(s) and other structures and the land on which located used, designed, or intended for the boarding of domestic animals, most typically horses, including associated grazing, exercise, training, and show areas.

**Stormwater Pollution Prevention Plan (SWPPP):** The plan which describes all the elements of the stormwater strategy implemented during and after construction. The plan addresses erosion control and stormwater quality.

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

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

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



**Stream:** A surface watercourse with a well-defined bed and bank, either natural or artificial, which

contains and conducts continuous or periodical flowing water in such a way that perennial terrestrial vegetation cannot establish roots within the channel.

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

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

**Street, Public:** A public way roadway same in function as a road, but most often within dedicated constructed within the boundaries of an officially deeded and accepted public right- of-way or easement. Public roadways may be flanked by public utilities easements, sidewalks, and bikeways, and having curbs and gutters, rather than or side ditches for pavement drainage. (See Warren County Road and Thoroughfare Plan.)

**Street, Private:** Any road or street that is not publicly accepted, owned, and maintained. These streets and are used for access by the occupants of the development, their guests, and the general public fire, emergency, public service, and public utility vehicles.

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

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

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

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

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

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

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

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

**Telecommunications Facility:** A FCC permitted wireless telecommunications facility that exists on or

after October 31, 1996.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Towers:** Any free-standing or attached structure to a building or other structure; owned or principally

used by a public utility or other person or entity that exceeds twice the permitted height requirement of the district.

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

**Travel Trailer:** (See recreational vehicle)

**Truck Camper:** (See recreational vehicle)

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

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

**Underground Storage Tank:** One or any combination of tanks, including the underground pipes connected thereto, that are used to contain an accumulation of regulated substances the volume of which, including the volume of the underground pipes connected thereto, is ten per cent or more beneath the surface of the ground. ORC 3737.87(P)

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

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

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

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

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

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

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

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

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

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

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

**Waters of the State:** All streams, lakes, ponds, marshes, watercourses, waterways, wells, springs,

irrigation systems, drainage systems, and all other bodies or accumulations of water, surface and underground, natural or artificial, which are wholly or partly within, or border upon, the zoning jurisdiction, except those private waters which do not combine or affect a junction with natural surface or underground waters. (ORC 1509.01)

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

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

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

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

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

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

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

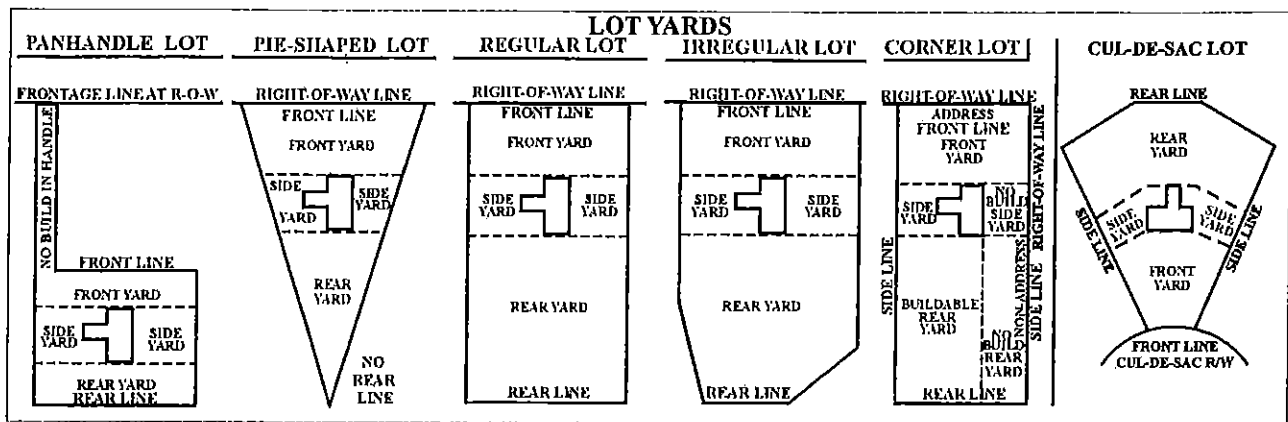
**Yard:** An open space, other than a courtyard, on the lot of a principal building, unoccupied by buildings or structures from the ground to the sky except by trees or shrubbery or as otherwise permitted per this Code. The depth of each required yard is measured between the setback line inward parallel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

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

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

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





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

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

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

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

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

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

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

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

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

**ARTICLE 3            ZONING SUPPLEMENTAL PROVISIONS**

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**CHAPTER 2:            USE SPECIFIC STANDARDS AND REQUIREMENTS**

**SEC. 3.209    OTHER SPECIAL USES, STANDARDS, AND REQUIREMENTS:** Permitted uses within this sub-section shall comply with the performance standards of this code.

**3.209.7    Wind Energy Conversion Systems:** Small wind ~~energy conversion~~ systems are wind turbines that are designed to generate less than five (5) megawatts. They are permitted as an accessory use pursuant to the standards of this Section. ~~WECS-~~ Large-Wind Farms are wind energy conversion systems that are designed to generate five (5) megawatts or greater.

**(A)    Small Wind Energy Conversion Systems:** Small wind ~~energy conversion~~ systems shall conform to the following standards:

- (1)    Maximum Height:** One hundred twenty (120) feet to the top of the rotor blade at its highest point.
- (2)    Minimum Height of Exposed Rotors:** Thirty (30) feet.
- (3)    Minimum Setbacks:** Equal to the height of the top of the rotor blade measured from all:
  - (a)**    Property lines; and
  - (b)**    Overhead utility lines (except those connecting to the principal building).
- (4)    Access shall be limited by:**
  - (a)**    A minimum six (6) foot high fence around the base of the tower; or by,
  - (b)**    A tower climbing apparatus twelve (12) feet or greater above the ground; or,
  - (c)**    A design that does not include climbing apparatus because the turbine is lowered for service.
- (5)    Additional Standards:** The approving authority shall adopt standards governing the location, erection, construction, reconstruction, alteration, maintenance, removal, and use of the system and the impact on public infrastructure and services.
  - (a)**    Noise levels from the generator shall not exceed forty (40) DBA at the property line.
  - (b)**    The system shall not be used for advertising.

- (c) All access doors or panels to wind turbine towers and electrical equipment shall be lockable.
  - (d) Appropriate warning signage (e.g., electrical hazards) shall be placed on the system.
- (B) **Large, Wind Farms-(WECS):** Wind farms shall comply with the following standards:
- (1) **Maximum Height:** No turbine shall be more than one hundred sixty (160) feet in height to the top of the rotor blade at its highest point.
  - (2) **Minimum Height of Exposed Rotors:** Thirty (30) feet.
  - (3) **Minimum Setbacks:**
    - (a) Buildings shall be set back as required by the district regulations.
    - (b) Electrical substations shall be set back not less than seventy (70) feet from all property lines that are not included within the project.
    - (c) All turbines shall be set back not less than one hundred ten percent (110%) of their height from the top of the rotor blade to all property lines.
    - (d) Appropriate warning signage (e.g., electrical hazards) shall be placed on the system.
  - (4) **Additional Standards:** The approving authority shall adopt standards governing the location, erection, construction, reconstruction, alteration, maintenance, removal, and use of the system and the impact on public infrastructure and service.

# Resolution

Number 24-1584

Adopted Date November 26, 2024

## ADVERTISING FOR BIDS FOR THE FY24 VILLAGE OF HARVEYSBURG – SOUTH STREET PAVING CDBG PROJECT

BE IT RESOLVED, to advertise for bids for the FY24 Village of Harveysburg – South Street Paving CDBG Project for the Warren County Office of Grants Administration; and


BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County website, beginning the week of December 1, 2024; bid opening to be December 19, 2024 @ 9:00 a.m.

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

KP

cc: OGA (file)  
OMB Bid file

# Resolution

Number 24-1585

Adopted Date November 26, 2024

## APPROVING NOTICE OF INTENT TO AWARD BID TO LAKE ERIE CONSTRUCTION COMPANY FOR THE WAR-VAR GUARDRAIL FY25 PROJECT

WHEREAS, bids were closed at 9:30 a.m., on November 19, 2024, and the bids received were opened and read aloud for the WAR-VAR Guardrail FY25 Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Logan Smith, Project Engineer, Lake Erie Construction Company has been determined to be the lowest and best bidder.

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, that it is the intent of this Board to award the contract to Lake Erie Construction Company, 25 South Norwalk Road W, Norwalk, Ohio 44857, for a total bid price of \$241,240.00; and


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

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Engineer (file)  
OMB Bid file

# Resolution

Number 24-1586

Adopted Date November 26, 2024

ENTERING INTO CONTRACT WITH CONGER CONSTRUCTION GROUP FOR DESIGN-BUILD SERVICES RELATIVE TO THE NEW WARREN COUNTY CRIMINAL SUPPRESSION HEADQUARTERS PROJECT.

WHEREAS, pursuant to Resolution #24-1238, adopted September 24, 2024, this Board authorized Trevor Hearn, Director of Facilities Management, to initiate contract negotiations for design-build services with Conger Construction Group relative to the new Warren County Criminal Suppression Headquarters Project; and

WHEREAS, said negotiations are complete and it is the recommendation of the Director of Facilities Management to enter into contract with Conger Construction Group relative to the entire project with the Preconstruction Fee defined and the remaining fees and Guaranteed Maximum Price to be set forth as the plans are further refined.


NOW THEREFORE BE IT RESOLVED, to enter into contract with Conger Construction Group, 2020 McKinley Blvd., Lebanon, Ohio 45036 for design-build services on the Warren County Criminal Suppression Headquarters Project; as attached hereto and made hereof.

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a—Conger Construction Group  
Facilities Management (file)  
Project file

This Agreement is made as of the date set forth below between the Warren County Commissioners and the Design-Builder in connection with the Project.

Project Name: Warren County Criminal Suppression Headquarters

Owner and Contracting Authority: Warren County Commissioners  
 Address: 406 Justice Drive  
 Lebanon, OH 45036

Design-Builder ("DB"): «Conger Construction Group»  
 DB's Principal Contact: «Justin Conger»  
 Address: «2020 McKinley Blvd»  
 «Lebanon, OH 45036»

**ARTICLE 1 - SCOPE OF WORK; BUDGET; SCHEDULE; EDGE COMMITMENT**

- 1.1 The DB shall perform and provide all of the Work described in the Contract.
  - 1.1.1 The portion of the Work to be performed by the AOR is described in the AOR Scope of Services Description attached as Exhibit A.
- 1.2 The Construction Budget is \$«8,000,000.00».
- 1.3 The Preliminary Project Schedule is attached as Exhibit B.

**ARTICLE 2 - PRECONSTRUCTION STAGE COMPENSATION**

2.1 The Preconstruction Stage Compensation is \$«316,256.00», which is the sum of the (1) Preconstruction Fee, (2) Preconstruction Stage Design-Services Fee, (3) Preconstruction Stage Personnel Costs, and (4) Preconstruction Stage Reimbursable Expenses. The Owner shall pay the Preconstruction Stage Compensation to the DB in exchange for the DB's proper, timely, and complete performance of the Preconstruction Services.

2.2 Preconstruction Fee. The DB's Preconstruction Fee is \$«7,500.00» and is subject to the following allocation:

Project Stage/Task	Associated Fee	Portion of Total Fee
Program Verification	\$«1,500.00»	«20»%
Schematic Design	\$«1,500.00»	«20»%
Design Development	\$«1,500.00»	«20»%
Construction Documents	\$«1,500.00»	«20»%
GMP Proposal and Amendment	\$«1,500.00»	«20»%
<b>Total Preconstruction Fee</b>	<b>\$«7,500.00»</b>	<b>100%</b>

2.3 Preconstruction Stage Design-Services Fee. The DB's Preconstruction Stage Design-Services Fee shall not exceed \$«224,850.00», and shall be paid on an hourly basis according to the rates set forth in the AOR's Fee Schedule for Personnel attached as Exhibit C, subject to the following allocation:

Project Stage/Task	Associated Fee	Portion of Total Fee
Program Verification	\$« 19,967.00»	«8.88»%
Schematic Design	\$« 59,988.00»	«26.68»%
Design Development	\$« 75,787.00»	«33.71»%
Construction Documents	\$« 69,108.00»	«30.73»%
GMP Proposal and Amendment	\$« 0.00»	« 0.00»%
<b>Total Preconstruction Design Services Fee</b>	<b>\$«224,850.00»</b>	<b>100%</b>

2.4 Preconstruction Stage Personnel Costs. The DB's Preconstruction Stage Personnel Costs shall not exceed \$«68,921.00», and shall be paid on an hourly basis according to the rates set forth in the Personnel Costs Rate Schedule attached as Exhibit D.

2.5 Preconstruction Stage Reimbursable Expenses. The DB's Preconstruction Stage Reimbursable Expenses shall not exceed \$«14,985.00», and shall be paid according to the Preconstruction Stage Reimbursable Expenses Schedule attached as Exhibit E.

### ARTICLE 3 - CONSTRUCTION STAGE COMPENSATION

3.1 As described in the General Conditions, the parties will establish the Contract Sum, Contract Times, Milestones, and other commercial terms relevant to the Construction Stage through at least one GMP Amendment, the form of which is attached as Exhibit G.

3.2 The DB shall propose the amount of the DB's Construction Stage Personnel Costs portion of the Cost of the Work as a part of the proposed GMP Amendment; provided, however, that the DB's Construction Stage Personnel Costs shall not exceed \$«358,513.00».

3.2.1 The DB's Construction Stage Personnel Costs shall be based upon the rates set forth in the Personnel Costs Rate Schedule attached as Exhibit D.

3.3 The DB shall propose the amount of the General Conditions Costs portion of the Cost of the Work as a part of the proposed GMP Amendment; provided, however, that the General Conditions Costs shall not exceed \$«172,889.00».

3.3.1 A detailed description of the items of Work included in the General Conditions Costs portion of the Cost of the Work is set forth in the General Conditions Costs Description attached as Exhibit F.

3.4 The DB shall propose the amount of the DB's Contingency as a part of the proposed GMP Amendment; provided, however, that the DB's Contingency shall not exceed an amount equal to «2.50» percent of the Cost of the Work identified by the DB in the proposed GMP Amendment.

3.4.1 Shared-Savings Change Order. Unless otherwise provided in the GMP Amendment, no more than 30 days before final payment to the DB, the parties shall execute a Change Order to reduce the Contract Sum by an amount equal to (1) 100 percent of the funds then remaining in the DB's Contingency plus (2) an associated reduction of the DB's Fee in an amount equal to «insert DB Fee percentage from Section 3.6 of this Agreement» percent of the amount by which the Contract Sum is reduced on account of return of the DB's Contingency.

3.5 The DB shall propose the amount of the Construction Stage Design-Services Fee as a part of the proposed GMP Amendment; provided, however, that the Construction Stage Design-Services Fee shall not exceed an amount equal to «2.10» percent of the sum of the Cost of the Work plus DB's Contingency, both as identified by the DB in the proposed GMP Amendment.

3.6 The DB shall propose the amount of the DB's Fee as a part of the proposed GMP Amendment; provided, however, that the DB's Fee shall not exceed an amount equal to «3.85» percent of the sum of the Cost of the Work plus DB's Contingency plus Construction Stage Design-Services Fee, all as identified by the DB in the proposed GMP Amendment.

### ARTICLE 4 - KEY PERSONNEL

4.1 The DB's key personnel for the Project are:

4.1.1 «Joe Frecker», Project Manager;

4.1.2 «RJ Oliver», Project Engineer;

4.1.3 «Mario Geraci Lead Estimator;

4.1.4«Steve Broughton”, General Superintendent.

4.2 The DB's key personnel are authorized to act on the DB's behalf with respect to the Project and all matters concerning the Project.



ARTICLE 5 - CONSULTANTS

5.1 The DB's Consultants for the Project are:

5.1.1 Architect/Civil Engineer of Record:

«MSP Design»  
«3700 Park 42 Dr, #190B»  
«Cincinnati, OH 45241»

«Randy Merrill, Executive Vice President »

5.1.2 «Structural Engineer»:

«GOP Limited»  
«431 Ohio Pike, Suite 100N»  
«Cincinnati, OH 45255»

«Doug Crawford, Structural Engineer»

5.1.3 «Mechanical, Electrical, Plumbing Engineer»:

«Prater Engineering Associates»  
«6130 Wilcox Road»  
«Dublin, OH 43016»

«Tim Prater, Principal»

5.1.4 «Geotechnical Engineer»:

«Alt & Witzig Consulting Services, LLC»  
«6205 Schumacher Park Drive»  
«West Chester, OH 45069»

«Pat Knoll, Principal Engineer»

5.2 The DB may provide a portion of the Work through one or more Consultants, provided, however, the DB will remain responsible for all duties and obligations of the DB under the Contract.

5.2.1 If the DB engages a Design-Assist Firm, that entity (1) will be considered a Consultant under the Contract during the Preconstruction Stage and (2) before that entity performs any Work during the Construction Stage, it shall be subject to all Applicable Law and Contract provisions concerning prequalification, selection, and engagement, and shall enter into a Subcontract with the DB.

5.3 By appropriate written agreement, the DB shall require each Consultant, to the extent of the Consultant's portion of the Work, to be bound to the DB by the terms of the Contract, and to assume toward the DB all of the obligations and responsibilities which the DB assumes toward the Owner.

5.3.1 The DB shall not retain any Consultant on terms inconsistent with the Contract.

5.3.2 Omitted

5.3.3 The Owner's receipt and approval of a copy of the agreement between the DB and a Consultant is a condition precedent to the Owner's obligation to pay the DB on account of the Consultant's services.

5.4 The Owner has no obligation to pay or see to the payment of money to any Consultant except as otherwise required under Applicable Law.

5.5 The DB shall obtain the Owner's written approval before engaging any Consultant not named above. The DB shall not employ any Consultant against whom the Owner has a reasonable objection. The Owner's approval or disapproval of any Consultant, however, will not relieve the DB of the DB's full responsibility for the performance of the Work.

5.6 The DB shall not remove any Consultant from the Project or reduce the extent of any Consultant's participation in the Work without the Owner's prior written consent. The DB shall not permit any Consultant to replace any previously identified team member except with the Owner's prior written consent unless the Consultant ceases to employ that person. On notice from the Owner, the DB shall immediately and permanently remove from the Project any Consultant or person under a Consultant's control whose performance is not satisfactory to the Owner.

5.7 The Owner may communicate with any Consultant either through the DB or directly with the Consultant, but the Owner may not modify the contract between the DB and any Consultant.

5.8 The DB hereby assigns to the Owner each Consultant's agreement provided that the assignment is effective only after the Owner terminates the Contract and only for those agreements which the Owner accepts by notifying the Consultant and DB in writing. The Owner may re-assign accepted agreements.

## ARTICLE 6 - GENERAL PROVISIONS

### 6.1 Escalation of Personnel Rates.

6.1.1 The DB may adjust the rates set forth in (1) the AOR's Fee Schedule for Personnel attached as Exhibit B in accordance with the AOR's normal salary-review practices and (2) the Personnel Costs Rate Schedule attached as Exhibit D in accordance with the DB's normal salary-review practices, but for both:

6.1.1.1 not before the date 1 year after the date of the Agreement,

6.1.1.2 not more than once in any 1-year period thereafter, and

6.1.1.3 not in excess of 5 percent per annual increase.

6.1.2 No rate increase will (1) apply to any Work performed before the Owner receives written notice of the increase from the DB, or (2) result in an increase in a previously established fixed or not-to-exceed fee such as under (a) Sections 2.3, 2.4, 3.2, and 3.5 of this Agreement, (b) the GMP Amendment, or (c) as the parties may agree upon from time to time in connection with all or any part of the Work.

### 6.2 Effectiveness.

6.2.1 It is expressly understood by the DB that none of the rights, duties, and obligations described in the Contract Documents shall be valid and enforceable unless the Owner first certifies that there is a balance in the County treasury or in the process of collection to an appropriate fund, free from any previous encumbrance.

6.2.2 Subject to Section 6.2.1, the Contract shall become binding and effective upon execution by the Owner and the DB.

6.2.2.1 If the DB is a joint venture, (1) each individual joint venturer shall (a) sign the Agreement in its own name and (b) be a party to the Contract, and (2) the Contract, Performance Bond, and Payment Bond shall be binding on and apply to all joint venturers jointly and severally.

6.2.2.2 If the DB is a limited liability company, which the Owner reasonably believes to be a special purpose or similar entity, the Owner may in its discretion require the limited liability company and each member of the limited liability company to (1) sign the Agreement in its own name and (2) be a party to the Contract. In that case, the Contract, the Performance Bond, and the Payment Bond shall be binding on and apply to the limited liability company and to all of its members jointly and severally.

6.2.3 This Agreement may be executed in several counterparts, each of which shall constitute a complete original Agreement, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

### 6.3 Representations.

6.3.1 The DB represents and warrants that it is not subject to an unresolved finding for recovery under ORC Section 9.24. If this representation and warranty is found to be false, the Contract is void, and the DB shall immediately repay to the Owner any funds paid under this Contract.

6.3.2 The DB hereby certifies that neither the DB nor any of the DB's partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in ORC Section 3517.13.

6.3.3 The DB, by signature on this Agreement, certifies that it is currently in compliance with, and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws.

6.3.4 The DB affirms to have read and understands Executive Order 2019-12D and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the DB 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 the State in this Contract.

ARTICLE 7 - ENUMERATION OF DOCUMENTS

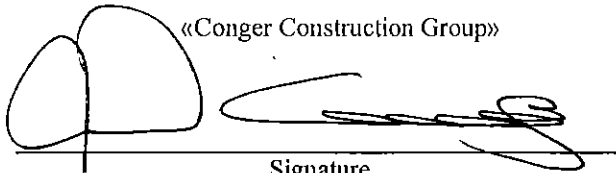
7.1 The Contract Documents constitute the substance of the Contract, and include, but are not limited to, this Agreement (including all of its exhibits), the GMP Documents, final Drawings, final Specifications, Addenda if any, Contracting Definitions, General Conditions, Project Manual, and Modifications if any.

7.2 This Agreement includes the following documents:


- 7.2.1 Supplementary Scope Statement (AOR) attached as Exhibit A;
- 7.2.2 Preliminary Project Schedule attached as Exhibit B;
- 7.2.3 AOR's Fee Schedule for Personnel attached as Exhibit C;
- 7.2.4 Personnel Costs Rate Schedule attached as Exhibit D;
- 7.2.5 Preconstruction Stage Reimbursable Expenses Schedule attached as Exhibit E;
- 7.2.6 General Conditions Costs Description attached as Exhibit F;
- 7.2.7 GMP Amendment form attached as Exhibit G;
- 7.2.8 Minimum Stage Submission Requirements attached as Exhibit H;

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below:

  
«Conger Construction Group»  
\_\_\_\_\_  
Signature  
Justin Conger  
\_\_\_\_\_  
Printed Name  
President/CEO  
\_\_\_\_\_  
Title

WARREN COUNTY COMMISSIONERS  
  
\_\_\_\_\_  
Signature  
Tom Grossmann  
\_\_\_\_\_  
Printed Name  
November 26, 2024  
\_\_\_\_\_  
Date

APPROVED AS TO FORM  
  
\_\_\_\_\_  
Adam M. Nice  
Asst. Prosecuting Attorney

AUDITOR'S CERTIFICATION

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the Warren County Commissioners under the foregoing Agreement have been lawfully appropriated for such purposes and are in the county treasury or are in the process of collection to an appropriate fund, free from any previous encumbrance.

\_\_\_\_\_  
Signature

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

Warren County Auditor

END OF DOCUMENT

## **Exhibit A**

### **ARTICLE 1 - ARCHITECT/ENGINEER OF RECORD'S SCOPE OF SERVICES**

#### **1.1 General**

1.1.1 Services to be provided by the Architect/Engineer of Record ("AOR") shall at a minimum consist of the activities and stages set forth in Article 2 and Article 3, and any services necessary to comply with the ORC Section 3379.10 Percent for Arts Program.

### **ARTICLE 2 - MINIMUM PRECONSTRUCTION STAGE SERVICES**

#### **2.1 Program Verification Stage**

##### **2.1.1 AOR's Program Verification Stage Submission.**

2.1.1.1 The AOR shall prepare the following documents to be included in the DB's Program Verification Stage Submission:

- .1 an identification of any unresolved issues related to compliance with Applicable Law; and
- .2 a written description of all modifications of the Owner-provided program information.

#### **2.2 Schematic Design Stage**

2.2.1 During the Schematic Design Stage, the AOR shall:

2.2.1.1 identify and analyze requirements of Applicable Law;

2.2.1.2 review and provide recommendations concerning Site use and improvements and alternative approaches to selection of materials, building systems, and equipment; and

2.2.1.3 provide recommendations on value engineering, constructability, logistics, site use and improvements, availability and suitability of materials, equipment, labor and systems, long-lead items, safety and security plans, quality control, time requirements for construction, and factors related to the cost of the Project including costs of alternative designs or materials, preliminary budgets and possible economies.

##### **2.2.2 AOR's Schematic Design Stage Submission.**

2.2.2.1 The AOR shall prepare the following documents to be included in the DB's Schematic Design Stage Submission:

- .1 a conceptual site plan and preliminary building plans, sections, and elevations;
- .2 if not noted on the drawings, a written description of preliminary selections of major building systems and construction materials; and
- .3 a written description of all modifications of the Approved Program of Requirements.

#### **2.3 Design Development Stage**

2.3.1 During the Design Development Stage, the AOR shall:

2.3.1.1 resolve all issues related to compliance with Applicable Law; and

2.3.1.2 provide recommendations on value engineering, constructability, logistics, site use and improvements, availability and suitability of materials, equipment, labor and systems, long-lead items, safety and security plans, quality control, time requirements for construction, and factors related to the cost of the Project including costs of alternative designs or materials, preliminary budgets and possible economies.

##### **2.3.2 AOR's Design Development Stage Submission.**

2.3.2.1 The AOR shall prepare the following documents to be included in the DB's Design Development Stage Submission:

- .1 plans, sections, elevations, typical construction details, and equipment layouts that illustrate and describe the refinement of the Project's design and the size and character of the Project in terms of architectural,

- structural, mechanical, plumbing, and electrical systems, materials, and other elements as may be appropriate;
- .2 specifications sufficient to identify the quality and other characteristics of the proposed or selected materials, equipment, finishes, fixtures, and systems;
- .3 the AOR-prepared Design Intent Statement; and
- .4 a written description of all modifications of the Approved Program of Requirements.

## 2.4 Construction Documents Stage

2.4.1 As the AOR develops the Construction Documents, the AOR shall promptly notify the Contracting Authority and the DB in writing of any revision of the Project that would cause a change in the Contract Sum or Contract Times.

### 2.4.2 AOR's Construction Documents Stage Submission.

2.4.2.1 The AOR shall prepare the following documents to be included in the DB's Construction Documents Stage Submission:

- .1 as appropriate for a design-build project delivery system, Drawings setting forth in detail the requirements for the construction of the Project; and
- .2 as appropriate for a design-build project delivery system, Specifications prepared in accordance with the most-current CSI *MasterFormat* and that establish in detail the quality levels of all materials and systems required for the Project and include all stipulations pertaining to the furnishing and installation of the Work as required for completion of the Project.

2.4.2.2 If a portion of the Work is subject to an executed GMP Amendment at the time of the AOR's Construction Documents submission, the Contracting Authority, Owner, and Contractor may mutually agree to waive the requirements of this Section 2.4 for that portion of the Work, subject to the provisions of Section 2.5.1.

## 2.5 GMP Proposal and Amendment

2.5.1 The AOR shall prepare conformed drawings, specifications, and other design-related documents to be included in the GMP Amendment.

# ARTICLE 3 - MINIMUM CONSTRUCTION STAGE SERVICES

## 3.1 Site Visits and Observation

3.1.1 During the Construction Stage, the AOR shall:

3.1.1.1 maintain familiarity with the progress and quality of the Work on the Project, to observe and check the progress and quality of the Work, and to take action as necessary or appropriate to achieve conformity with the Contract Documents; and

3.1.1.2 visit the Project at such intervals as the DB requires, to review the Work of Subcontractors for Defective Work, to become familiar with the progress and quality of the Work on the Project, and to determine if the Work is proceeding in conformity with the Contract Documents.

- .1 Such visits shall specifically include, but are not limited to, observation of large excavations, observation of footings during placement of concrete and observation of masonry work, structural steel erection, roofing work and interior finishes.

3.1.2 If the AOR becomes aware, either through such visits or otherwise, of any Defective Work on the Project, then the AOR shall immediately report all Defective Work to the DB.

## 3.2 Interpretations

3.2.1 The AOR shall render interpretations of the Contract Documents necessary for the proper execution or progress of the Work on the Project.

3.2.2 The AOR shall keep a log of all RFIs and their respective responses.

## 3.3 Submittal Review

3.3.1 The AOR shall review Submittals such as Shop Drawings, Product Data, and Samples for conformity with design intent and conformity with the Contract Documents.

3.3.2 The AOR shall also review drawings, calculations, and designs required of Subcontractors and provided with such Submittals (except calculations and designs of manufacturers of original equipment and systems to be installed in the Project and except calculations and designs which the Contract Documents expressly make the sole responsibility of one or more Subcontractors, Material Suppliers, or other persons).

### **3.4 Contract Modifications**

3.4.1 The AOR shall revise the Drawings, Specifications, and other design-related documents as necessary on account of Modifications of the DB's Contract with the Contracting Authority.

### **3.5 Record Documents**

3.5.1 The AOR shall revise the Contract Documents and related electronic files with the information contained on the As-Built Documents submitted by the DB and its Subcontractors.

3.5.2 The AOR shall label the revised Contract Documents and related electronic files as "Record Documents" and reflect the date of the AOR's incorporation of the As-Built Documents.

3.5.3 The Record Documents, to the best of the AOR's knowledge based upon the As-Built Documents delivered to the AOR by the DB and its Subcontractors and the AOR's observations during the progress of the Project, shall detail the actual construction of the Project and contain such annotations by the AOR as may be necessary for someone unfamiliar with the Project to understand the changes that were made to the Contract Documents.

**END OF DOCUMENT**

---

# Exhibit B - Preliminary Project Schedule

## Narren County Criminal Suppression Headquarters Base Schedule

Activity Name	Dur	Start	Finish	2025													
				Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<b>Design/Construction</b>																	
Design/Builder Notice to Proceed	0	09-30-24															
Design Complete - GMP1	0		12-27-24														
GMP1 Approval	0		02-03-25														
Design Complete - GMP2	0		02-10-25														
GMP2 Approval	0		03-03-25														
<b>Project Swallow</b>																	
Orlane Validation	16	09-30-24	10-21-24														
Topography Survey	36	09-30-24	11-15-24														
<b>Submittal/Exhibit/Process</b>																	
Prepare SD Documents	19	10-22-24	11-15-24														
Develop Initial Cost Model	5	11-18-24	11-22-24														
Review & Sign-off on SD Documents	10	11-25-24	12-09-24														
<b>Design/Exhibit/Process</b>																	
Prepare CD Documents	23	11-18-24	12-19-24														
Refine Cost Model	5	12-20-24	12-27-24														
Review & Sign-off on CD Documents	10	12-30-24	01-13-25														
<b>Construction Documents/Process</b>																	
Prepare CD Documents	15	12-20-24	01-13-25														
CD Estimate	20	01-14-25	02-10-25														
Review & Sign-off on CD Documents	10	02-11-25	02-24-25														
<b>Zoning/Permits</b>																	
Zoning Application Deadline	1	12-17-24	12-17-24														
Zoning Review	22	12-18-24	01-20-25														
Zoning Commission Meeting	1	01-21-25	01-21-25														
<b>Site/Permit</b>																	
Site Permit Submittal	1	01-22-25	01-22-25														
Site Permit Review	10	01-22-25	02-04-25														
Address Site Correction letter	5	02-05-25	02-11-25														
Obtain Site Permit	5	02-12-25	02-18-25														
<b>Building/Permit</b>																	
Building Permit Submission	1	01-22-25	01-22-25														
Building Permit Review	20	01-23-25	02-19-25														
Address Building Correction letter	5	02-20-25	02-26-25														
Obtain Building Permit	5	02-27-25	03-05-25														
<b>Construction Documents/Process</b>																	
Prepare Bid Documents - GMP1	10	12-20-24	01-06-25														
Subcontractor Bidding - GMP1	10	01-07-25	01-20-25														
Bid Tabulation/ Scope Review - GMP1	6	01-21-25	01-27-25														
Prepare Notice to Proceed - GMP1	0	01-28-25	02-03-25														



## Exhibit B - Preliminary Project Schedule

Activity Name	Qty	Start	Finish	2025																		
				Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec								
Notice to Proceed - Building Construction	0		03-05-25																			
Commence Work On-Site	0	03-20-25																				
Commence Foundations	0	04-11-25																				
Building Dry-in - Base Bid	0		07-22-25																			
Permanent Power Available	0		10-10-25																			
M&C Startup	0		10-28-25																			
Substantial Completion	0		01-06-26																			
Final Completion	0		01-13-26																			
<b>Material Procurement</b>																						
Foundation Procurement	25	03-08-25	04-09-25																			
Structural Steel Procurement	75	03-08-25	05-19-25																			
<b>S&amp;M Mobilization</b>																						
Building Contractor(s) Initial Mobilization	10	03-08-25	03-19-25																			
Establish Temp Facilities	20	03-20-25	04-16-25																			
<b>Area Utilization</b>																						
Foundations - Base Bid	5	04-10-25	04-17-25																			
Masonry to Grade - Base Bid	5	04-14-25	04-26-25																			
MEP Underground Rough-in - Base Bid	10	04-14-25	05-05-25																			
Backfill Finish Grade - Base Bid	5	04-24-25	05-05-25																			
Prep/Pour Slab on-Grade - Base Bid	5	05-04-25	05-13-25																			
Precast Wall Panels - Base Bid	10	05-27-25	06-09-25																			
Roof Structure - Base Bid	10	06-19-25	07-03-25																			
Roof Curbs/ Penetrations - Base Bid	5	07-07-25	07-14-25																			
Roofing Dry-in - Base Bid	5	07-15-25	07-27-25																			
Sheel Finishes - Base Bid	10	07-21-25	08-07-25																			
M&C RTUs - Base Bid	5	10-08-25	10-13-25																			
Interior Rough-in - Base Bid	00	07-04-25	09-30-25																			
Interior Finishes - Base Bid	00	09-19-25	12-12-25																			
Furnishings/ Equipment - Base Bid	20	12-01-25	12-29-25																			
<b>Site Finishes</b>																						
Curbs/ Walks	20	08-04-25	09-09-25																			
Asphalt Finish Course	10	08-24-25	09-09-25																			
Landscaping/ Mec Site Finishes	10	09-03-25	09-18-25																			
<b>Project Close - Commissioning</b>																						
Final Occupancy Inspection	5	12-30-25	01-06-26																			
Punch List	10	12-30-25	01-13-26																			
Final Cleaning	5	01-07-26	01-13-26																			

# Exhibit B - Preliminary Project Schedule

Activity Name	Dur	Start	Finish	2025													
				Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
<b>Develop Guaranteed Maximum Price (GMP) - GMP1</b>																	
GMP Review - GMP1	6	01-21-25	01-27-25														
Sign off on GMP1	1	01-28-25	02-03-25														
<b>GMP2 - Develop Guaranteed Maximum Price</b>																	
<b>Prepare Bid Documents - GMP2</b>																	
Subcontractor Bidding - GMP2	15	01-14-25	01-29-25														
Issue Final Addendum - GMP2	1	01-28-25	02-11-25														
Bid Tabulation/ Scope Review - GMP2	6	02-11-25	02-24-25														
Prepare Notice to Proceed - GMP2	6	02-25-25	03-03-25														
<b>Develop Guaranteed Maximum Price (GMP) - GMP2</b>																	
GMP Review - GMP2	5	02-11-25	02-24-25														
Sign-off on GMP2	1	02-25-25	03-03-25														
<b>Notice to Proceed - Early Sitework</b>																	
Notice to Proceed - Early Sitework	0		02-03-25														
Commence Work On-Site	0	02-19-25															
Precast Panels Available	0		05-27-25														
Substantial Completion - Early Sitework	0		06-05-25														
Final Completion - Early Sitework	0		06-13-25														
HVAC Electrical Equipment Available	0		10-08-25														
<b>Material Procurement</b>																	
Site Structure Procurement	45	02-04-25	04-07-25														
Precast Panel Procurement	80	02-04-25	05-27-25														
HVAC RTU Procurement	172	02-04-25	10-08-25														
Electrical Gear Procurement	172	02-04-25	10-08-25														
<b>Site Mobilization</b>																	
Building Contractor(s) Initial Mobilization	5	02-04-25	02-10-25														
Secure Site/ Establish Access	5	02-19-25	02-25-25														
Establish Temp Facilities	10	02-19-25	03-04-25														
<b>Site Prep Activities</b>																	
Site Rough Grading	20	02-27-25	04-01-25														
Erosion Control Basin	10	03-07-25	03-24-25														
Prepare Building Pad (Base-Bid)	5	04-02-25	04-08-25														
Site Sewers	20	04-08-25	05-12-25														
Prepare Building Pad (AK)	10	04-10-25	04-25-25														
Site Utilities	15	04-28-25	05-22-25														
Finish Grade for Pavement	5	05-23-25	05-30-25														
Asphalt Base Course	5	06-02-25	06-08-25														
<b>Punch List/ Commissioning</b>																	
Punch List	5	06-09-25	06-13-25														
Final Cleaning	5	06-09-25	06-13-25														

## **Exhibit C – AOR’s Fee Schedule for Personnel**



## Exhibit D – Personnel Cost Rate Schedule

<b>NAME</b>	<b>ROLE</b>	<b>FIRM</b>	<b>RATE</b>
Robby Wilson	Director of Preconstruction	Conger	122.00
Mario Geraci	Sr. Estimator	Conger	112.00
Joe Frecker	Project Manager	Conger	95.00
Steve Broughton	Superintendent	Conger	87.00
Jared Tekulve	Project Admin	Conger	58.00
Chris Paetsch	Scheduler	Paetsch	125.00

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## Exhibit E – Preconstruction Stage Reimbursable Expenses Schedule

Cost of Bonds for Initial Agreement	\$3,985.00
Plan Approval/General Building Permit and Inspections	\$11,000.00
<b>Total</b>	<b>\$14,985.00</b>

---

## Exhibit F – General Conditions Costs Description

<b>Description</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extension</b>
Construction Bonds	1	52,000	52,000
Builder's Risk Insurance	1	24,700	24,700
Temporary Facilities	14	850	11,900
Jobsite Trailer Utilities	14	400	5,600
Office & Janitorial Supplies/Furnishings & Equip.	14	300	4,200
Office Communications Equipment	14	200	2,800
Office First Aid/Fire Protection/Safety/Signage	1	5,763	5,763
Project Site Progress & Final Cleaning	14	2,607	36,498
Dumpsters	14	1,400	19,600
Construction Fence/Access Points/Washout Areas	14	702	9,828
<b>Total</b>			<b>172,889</b>

# Document 00 53 53 - GMP Amendment (Design-Build Project)

## Agreement Exhibit G

The Warren County Commissioners and the Design-Builder enter into this Amendment as of the date set forth below to amend the Contract they entered into as of «insert date of Agreement» in connection with the Project known as:

Project Number:

Project Name: WARREN COUNTY CRIMINAL SUPPRESSION HEADQUARTERS

Owner: Warren County Commissioners

Contracting Authority: Warren County Commissioners

Design-Builder ("DB"): «Conger Construction Group»

### ARTICLE 1 - CONTRACT SUM AND RELATED ITEMS FOR THIS AMENDMENT

1.1 The Contract Sum is \$«insert amount», which is the sum of the estimated Cost of the Work, plus the DB's Contingency, plus the Construction Stage Design-Services Fee, plus the DB's Fee as follows:

1.1.1 The estimated Cost of the Work is \$«insert amount», which includes all Allowances (if any) and Unit Prices (if any) defined through this Amendment, and is the sum of:

1.1.1.1 DB's Construction Stage Personnel Costs in the amount of \$«insert amount», which amount shall not exceed \$«insert DB's Construction Stage Personnel Costs cap from the Agreement»;

1.1.1.2 General Conditions Costs in the amount of \$«insert amount», which shall not exceed \$«insert General Conditions Costs cap»;

- 1 Since the date of the Agreement, the scope of the General Conditions Work has been increased as follows: «insert text description of the increase of the scope of the General Conditions Work».
- 2 On account of the increase in the scope of the General Conditions Work, the General Conditions Costs cap stated in the Agreement is hereby changed to \$«insert new General Conditions Costs cap».

1.1.1.3 all Work the DB proposes to provide through Subcontractors in the amount of \$«insert amount»;

1.1.1.4 all Work the DB proposes to self-perform directly or through a DB Affiliated Entity in the amount of \$«insert amount», which amount does not include any costs accounted for under the DB's Construction Stage Personnel Costs or General Conditions Costs.

1.1.2 The DB's Contingency in the amount of \$«insert amount», which shall not exceed «insert DB Contingency percentage from the Agreement» percent of the above-identified Cost of the Work.

1.1.3 The Construction Stage Design-Services Fee in the amount of \$«insert amount», which shall not exceed «insert Construction Stage Design-Services Fee percentage from the Agreement» percent of the sum of the above-identified Cost of the Work plus the above-identified DB's Contingency.

1.1.4 The DB's Fee in the amount of \$«insert amount», which shall not exceed «insert DB Fee percentage from the Agreement» percent of the sum of the Cost of the Work plus the DB's Contingency plus the Construction Stage Design-Services Fee, all as identified above.

1.2 Recap of Contract Sum and Related Items:

Compensation Component Description refer to complete description in the Section of this GMP Amendment referenced below	Current Amount before execution of this GMP Amendment	Increase(Decrease) amount added to or (deducted from) Current Amount	Amended Amount after execution of this GMP Amendment
1.1 Contract Sum	\$«insert amount»	\$«insert amount»	\$«insert amount»
1.1.1 Estimated Cost of the Work	\$«insert amount»	\$«insert amount»	\$«insert amount»
1.1.1.1 Personnel Costs	\$«insert amount»	\$«insert amount»	\$«insert amount»
1.1.1.2 General Conditions Costs	\$«insert amount»	\$«insert amount»	\$«insert amount»

Compensation Component Description refer to complete description in the Section of this GMP Amendment referenced below	Current Amount before execution of this GMP Amendment	Increase(Decrease) amount added to or (deducted from) Current Amount	Amended Amount after execution of this GMP Amendment
1.1.1.3 Subcontracted Work	\$«insert amount»	\$«insert amount»	\$«insert amount»
1.1.1.4 Self-performed Work	\$«insert amount»	\$«insert amount»	\$«insert amount»
1.1.2 DB's Contingency	\$«insert amount»	\$«insert amount»	\$«insert amount»
1.1.3 Design-Services Fee	\$«insert amount»	\$«insert amount»	\$«insert amount»
1.1.4 DB's Fee	\$«insert amount»	\$«insert amount»	\$«insert amount»

1.3 The DB's total compensation shall include the DB's Preconstruction Stage Compensation plus the amended amount of the Contract Sum identified in the table above.

1.4 The penal sum of the DB's Bonds shall equal 100 percent of the DB's total compensation minus the DB's Preconstruction Stage Design Services Fee and minus the amended amount of the Design Services Fee identified in the table above.

### ARTICLE 2 - CONTRACT TIMES

2.1 The Contract Times are the periods established in the following table for the achievement of the associated Milestones:

Construction Stage Milestone(s) to which Liquidated Damages apply	Contract Time	Projected Date (as of the date of this GMP Amendment)
«insert description of interim milestone – add more rows if necessary – delete if none»	«insert number of calendar days» days	«insert date»
Substantial Completion of all Work	«insert number of calendar days» days	«insert date»

2.1.1 The projected dates listed under "Projected Date (as of the date of this GMP Amendment)" are provided only for convenient reference during the consideration and negotiation of this GMP Amendment. The durations listed under "Contract Time" define the Contract Times and take precedence over the projected dates.

### ARTICLE 3 - LIST OF EXHIBITS

3.1 This Amendment is based upon the following documents:

- 3.1.1 Basis Documents attached as GMP Exhibit A;  
(This exhibit includes the AOR-prepared Design Intent Statement and a list, which identifies by number, title, and date, all of the Drawings, Specifications, and other documents, upon which the DB relied to prepare this Amendment.)
- 3.1.2 Assumptions and Clarifications attached as GMP Exhibit B;  
(This exhibit includes a complete list of the assumptions and clarifications made by the DB in the preparation of this Amendment, which list is intended to clarify the information contained in the Basis Documents but is not intended to otherwise modify the Contract.)
- 3.1.3 Project Estimate attached as GMP Exhibit C;  
(This exhibit includes a detailed estimate of the Cost of the Work which (1) allocates the cost of each of item of the Work to labor and materials/equipment organized by trade categories and (2) does not contain a lump-sum estimate for any item other than the DB's Fee and the DB's Contingency. This exhibit is informational only. It is included to provide a tool to evaluate, analyze, and discuss the proposed Contract Sum.)
- 3.1.4 Project Schedule attached as GMP Exhibit D;
- 3.1.5 Construction Progress Schedule attached as GMP Exhibit E;
- 3.1.6 Staffing Plan attached as GMP Exhibit F;  
(This exhibit includes the DB's detailed plan for staffing the Project during the Construction Stage and an outline of



the qualifications and experience of the DB's proposed project manager and proposed superintendent, including references, unless the DB previously submitted that information and the DB's project manager and superintendent were approved.)

- 3.1.7 Subcontractor Work Scopes attached as GMP Exhibit G;  
(This exhibit includes a detailed scope-of-Work description for each anticipated Subcontract.)
- 3.1.8 Scope of DB's Self-Performed Work attached as GMP Exhibit H;  
(This exhibit includes a detailed scope-of-Work description for all trade Work the DB proposes to perform itself or through a DB Affiliated Entity if the requirements in the Contract are met; otherwise this scope of Work will be performed by a Subcontractor.)
- 3.1.9 Schedule of Allowances attached as GMP Exhibit I (if applicable);  
(This exhibit includes a complete list and detailed description of all Allowance Items with related measurement and payment terms.)
- 3.1.10 Schedule of Unit Prices attached as GMP Exhibit J (if applicable);  
(This exhibit includes a complete list and detailed description of all Unit Price items with related measurement and payment terms.)
- 3.1.11 Schedule of Alternates attached as GMP Exhibit K (if applicable); and  
(This exhibit includes a complete list and detailed description of all Alternates with related measurement and payment terms.)
- 3.1.12 Schedule of Incentives and Shared Savings attached as GMP Exhibit L (if applicable).  
(This exhibit includes a detailed description of all performance incentives/bonuses applicable to the Work including related measurement/entitlement and payment terms.)

SIGNATURES

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

«Conger Construction Group»

WARREN COUNTY COMMISSIONERS

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

END OF DOCUMENT

## **Exhibit H – Minimum Stage Submission Requirements**

# Resolution

Number 24-1587

Adopted Date November 26, 2024

ENTERING INTO A MUTUAL AID AGREEMENT WITH THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (ASPCA) ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, Warren County Emergency Services desires to enter into a mutual aid agreement with the ASPCA along with their National Field Response Team which will allow Emergency Services to work in conjunction for large-scale operations in response to disasters that cause animal suffering or creates animal needs that cannot be met by a community; and

WHEREAS, the parties wish to facilitate the identification and coordination of assistance and animal rescue efforts in order to maximize the welfare of animals and their caretakers before, during and after a major incident, and to minimize loss of life and animal suffering that might occur following such an event.

NOW THEREFORE BE IT RESOLVED, to enter into the mutual aid agreement with the ASPCA on behalf of the Warren County Department of Emergency Services; and

BE IT FURTHER RESOLVED, in the event this mutual aid agreement is no longer necessary, the agreement may be terminated by either party upon fifteen (15) days' written notice and this agreement shall be reviewed every three (3) years. Copy of said agreement attached hereto and made a part hereof.

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a—The American Society for the Prevention of Cruelty to Animals  
Emergency Services (file)



**Mutual Aid Agreement Between  
The American Society for the  
Prevention of Cruelty to Animals  
and  
Warren County Board of Commissioners  
on behalf of  
Warren County Emergency Services  
(the "Agency")**

---

The purpose of this Mutual Aid Agreement (this "Agreement") is to create a working relationship between The American Society for the Prevention of Cruelty to Animals ("ASPCA") and Warren County Board of Commissioners on behalf of Warren County Emergency Services (the "Agency") (each of the ASPCA and the Agency a "Party" and, collectively, the "Parties"). This Agreement shall be effective as of the date of the last signature below (the "Effective Date").

### **RECITALS**

WHEREAS, the ASPCA is a not-for-profit organization that exists to provide effective means for the prevention of cruelty to animals throughout the United States (the "ASPCA Mission"); and

WHEREAS, the ASPCA's National Field Response team (the "ASPCA Field Team"), working in conjunction with local authorities, leads large scale operations (each an "Operation") in response to natural disasters (each, a "Disaster") that cause animal suffering or create animal needs that cannot be met by a community, including but not limited to the Agency, without outside assistance; and

WHEREAS, the Parties wish to facilitate the identification and coordination of assistance and animal rescue efforts in order to maximize the welfare of animals and their caretakers before, during, and after a major incident, and to minimize the loss of life and animal suffering that might occur following such an incident; and

WHEREAS, the Parties to this Agreement have determined that it is in the best interests of themselves and the communities they shall assist to foster communications and the sharing of resources, personnel, and equipment in the event of an incident that threatens the welfare of animals; and

WHEREAS, this Agreement provides the broad framework for cooperation and communication between the ASPCA and the Agency in providing assistance and service to animals impacted by Disasters (as defined below).

NOW, THEREFORE, in consideration of the mutual promises of the Parties, the sufficiency of which is agreed to by both Parties, the Parties agree as follows:

- I. **CONCEPT OF OPERATIONS:** Both the ASPCA and the Agency are separate and independent entities, and each Party is responsible for establishing its own policies and financing its own activities.

## **II. MUTUAL AGREEMENTS**

A. This Agreement, standing alone, does not obligate either the ASPCA or the Agency to respond and/or to participate in any given Operation; however, if the ASPCA or the Agency does respond and/or otherwise participate in any given Operation, this Agreement shall govern such activities. This Agreement provides the broad framework for cooperation and communication between the ASPCA and the Agency by which assistance and service to the Animals in an Operation may be provided, as well as for other services for which cooperation may be mutually beneficial, as set forth in this Agreement.

B. The ASPCA Field Response Team may require the services of volunteers and/or other resources from the Agency in the event of an Operation;

C. The ASPCA and the Agency wish to create a mutually beneficial agreement outlining potential services that may be provided by each organization in the event of an Operation; and

D. The ASPCA and the Agency wish to establish, in advance of any request for assistance, the terms and/or guidelines that will govern a working relationship between the Parties.

## **III. ANIMAL CARE AND CUSTODY**

A. If the Agency has authority over animals due to a Disaster, the Agency may give temporary physical custody of such animals to the ASPCA pursuant to this Agreement. If the ASPCA has temporary physical custody of animals pursuant to this Agreement, the ASPCA shall provide such animals with adequate space and resources, including but not limited to providing proper food, water, shelter, exercise, socialization, enrichment, and appropriate veterinary care. The ASPCA may provide such services directly or through third parties that it selects, in its sole discretion.

B. In the event of an Operation, the ASPCA may accept animals for permanent placement. Any such transfers of ownership shall take place pursuant to separate written agreement(s) between the ASPCA and the legal owner of the Animal(s), whether the legal owner is the Agency or a third-party person or entity. The Parties understand and agree that no transfer of ownership of any animal shall take place except pursuant to such independently negotiated and separately executed transfer agreements.

#### IV. COMMUNICATION BETWEEN THE PARTIES

The Parties agree as follows:

A. Close communication shall be maintained between the ASPCA and the Agency through the use of meetings, telephone conferences, email, and/or other means in the event of a potential or actual Operation. Communication will include requests for assistance, situation reports, and other response-related communications. Each Party will share current data regarding the Disaster, support requested, and ability to provide requested support, as further described in this Agreement. Interaction and liaison shall be encouraged at all levels of both Parties' organizations.

B. The ASPCA and the Agency will distribute this Agreement internally as appropriate and shall urge full cooperation in the event of an Operation. Without limiting the generality of the foregoing, the Agency shall notify other potentially responsible governmental agencies, including but not limited to emergency management and appropriate Emergency Support Functions (ESF), law enforcement, and/or the fire department, of the arrangement between the Parties under this Agreement.

C. The ASPCA and the Agency will keep each other updated as to the individuals who may act on behalf of each party (each, an "Authorized Representative") in anticipation of or during an Operation. The Agency will update this link with its list of Authorized Representatives and will maintain its current contact information, which can be found here: <https://airtable.com/shrMsRIQkdsWiYgWX>. The list of Authorized Representatives for the ASPCA can be found here: <https://aspcas.app.box.com/s/ea3ayi1i0s6jtoz0rca779kbz3i9m7zy>. The ASPCA shall keep its list of Authorized Representatives updated with current contact information.

D. In no event shall the Agency use the ASPCA name and/or logo for any reason without the express written agreement of the ASPCA, in advance.

#### V. RESPONSE COORDINATION

A. **Requests for Assistance.** The Agency may directly contact the Authorized Representative of the ASPCA and shall provide them with the information set forth in Exhibit A when requesting assistance pursuant to this Agreement. The Agency may complete the form attached to this Agreement as Exhibit A or may provide the information by any other available means (e.g., online form found at <https://airtable.com/shrsMqNIY8kxa9QbJ>, email). The request shall also include information detailing the nature of the original request from the authorities authorizing the response, as applicable. It is understood between the Parties that any response to an incident will be based on the National Incident Management System model and fall under the umbrella of the established Emergency Operations Center for each incident.

1. The Agency shall only request the assistance of the ASPCA if the Agency has approval of the proper authorities that may be necessary for the ASPCA to provide the assistance requested.

B. **Requests for Volunteers.** In some instances, the ASPCA may request employees and/or volunteers of the Agency to assist with an Operation. This request will, in most cases, be made by means of an email or phone call from the ASPCA to the Agency. The provision of volunteers by the Agency shall be subject to the following:

1. *Team Leader.* If the Agency provides employees and/or volunteers to assist the ASPCA in an Operation (collectively, the "Agency Volunteers"), the Agency must designate one individual as the Agency Volunteers' "Team Leader." The Team Leader will act as the supervisor and primary contact for the Agency Volunteers on any given deployment and shall work with the ASPCA to ensure that the Agency Volunteers are appropriately and safely performing the functions for which they are volunteering and that any of the Agency Volunteers' concerns are addressed to the best of the ASPCA's ability. For the avoidance of doubt, the Parties acknowledge and agree that the ASPCA shall set forth the roles and duties of all responders for an Operation, including any Agency Volunteers.

A Team Leader must be either:

- a. An Agency employee; or
- b. An Agency volunteer who has significant experience successfully managing volunteers on behalf of the Agency.

2. *Dismissal of Agency Volunteers.* The ASPCA reserves the right to require any Agency Volunteers to leave any given Operation for any reason or for no reason. Such determinations shall be made in the sole and absolute discretion of the ASPCA.

3. *Agency Volunteer Registration.* Prior to participating in an Operation, each Agency Volunteer must register online through the ASPCA Responder Management Application (the "RMA"), available at [https://aspcafir.civcore.com/public/index.php?action=new\\_responder](https://aspcafir.civcore.com/public/index.php?action=new_responder). Each Agency Volunteer must provide all information permitted by law and complete all trainings requested on the RMA. In addition, each Agency Volunteer must indicate that the Agency Volunteer is responding under another organization as a Response Partner Volunteer and agree to the Response Partner Volunteer Agreement and the Disclaimer prior to assisting with an Operation. Both the Response Partner Volunteer Agreement and the Disclaimer can be completed online through the RMA. The ASPCA acknowledges and understands no Agency Volunteer has the authority to create an obligation or liability on behalf of the Agency. Specifically, an Agency Volunteer cannot impute any obligation or liability on the Agency by signing either the Response Volunteer Agreement or the Disclaimer.



4. *Agency Volunteer Qualifications.* The Agency shall ensure that each Agency Volunteer is either an employee of the Agency or approved as a volunteer of the Agency according to the Agency's customary procedures for retaining volunteers. The Agency shall use its discretion in providing qualified Agency Volunteers. The Agency hereby represents and warrants that any person designated as its volunteer (as opposed to its employee) is properly classified as such pursuant to applicable federal, state, and local laws.

*No Employment Relationship.* At all times, employees of the Agency shall continue to be employed solely by Agency and not by the ASPCA, and volunteers of Agency shall continue to be volunteers of the Agency and not of the ASPCA.

5. The Agency will be solely responsible for (1) paying any and all compensation (wages, overtime wages, paid time off) to which Agency Volunteers are entitled; (2) providing any other legally required or agreed-upon employee benefits or entitlements; (3) providing workers' compensation insurance as required by applicable law; and (4) fulfilling all other obligations, including income tax withholding, legally required with respect to their employment. Agency Volunteers shall not be eligible to participate in or be covered by any employee benefit plan or program sponsored by or through ASPCA and shall not be entitled to any compensation whatsoever from ASPCA.

While Agency Volunteers may receive day-to-day guidance regarding discrete tasks relating to the Operation from the ASPCA, they will remain Agency employees and/or volunteers, subject to Agency's supervision and direction. Interactions between Agency employees and/or volunteers and ASPCA employees are not to be understood as creating an employment relationship between them and the ASPCA, or between the Agency and any employee of the ASPCA.

6. Agency acknowledges and agrees that Agency Volunteers shall not be eligible to participate in or be covered by any employee benefit plan or program sponsored by or through the ASPCA, including, without limitation, medical, disability, or life insurance coverage, and shall not be entitled to any compensation from the ASPCA. Agency Volunteers are required to be covered by medical insurance (whether as part of group coverage offered through Agency or through an individual policy).

*Volunteer Responsibilities.* The ASPCA shall use its best efforts to provide a description of the responsibilities that will be performed by Agency Volunteers with respect to any given Operation in advance of requesting Agency Volunteers; however, the Agency understands and agrees that Agency Volunteers will

generally perform activities in a high-risk setting that are highly demanding both physically and mentally, and volunteers are often subjected to a significant level of physical and mental stress. For example, volunteers may be required to lift heavy items, and certain qualified volunteers may assist with technical rescue. The Agency shall use its best efforts to provide the ASPCA with only suitable Agency Volunteers who will be able to endure such conditions, and the Agency agrees that it shall be responsible for vetting any potential Agency Volunteers prior to deploying them to any Operation. The Agency shall convey any special requests of potential volunteers to the extent that such information is available to the Agency.

C. **Third-Party Assistance:** If the ASPCA determines that additional resources are needed beyond what ASPCA can provide directly, the ASPCA, in conjunction with the Agency, may coordinate the contact, activation, and deployment of its partner organizations to secure additional resources, subject to the terms of this Agreement. The ASPCA may enter into agreements with its third-party partner organizations to govern such entities' provision of volunteers or other resources to support deployments, such as an Operation.

VI. **COSTS OF ASSISTANCE:** Each Party shall be responsible for all of its own costs associated with such Party's activities related to an Operation. The ASPCA and the Agency shall not be liable for any portion of any expenses incurred by the other unless it has been expressly agreed upon in writing, prior to the incurrence of the expense.

VII. **RELATIONSHIP BETWEEN THE PARTIES:** Nothing in this Agreement shall be so construed as to create a relationship of employer and employee, or principal and agent, partnership, or joint venture as between the ASPCA and the Agency. Nothing in this Agreement shall be so construed as to provide either Party with the authority to bind the other to any agreement, undertaking, cost, liability, or expense of any nature without the express written consent of the other.

Each of the ASPCA and the Agency shall be separately responsible for the operation and maintenance of its own equipment, and resources, and each Party's personnel, equipment, and resources shall generally remain under the operational control of such Party. Both the ASPCA and the Agency reserve the right to withdraw its resources at any time during an Operation, subject to reasonable notice to the other Party. The Agency shall provide the ASPCA with at least thirty-days' advance notification of the Agency's intent to disallow animals to have continued access to temporary housing operated by the ASPCA during an Operation. Equipment purchased in connection with responding to a Disaster pursuant to this Agreement will remain the property of the purchasing Party, unless otherwise agreed in writing.

- VIII. **SELF-SUFFICIENCY**: ASPCA personnel and equipment will be, to the greatest extent possible, self-sufficient for housing, food, and other logistical needs in areas stricken by Disasters.
- IX. **PUBLICITY**: During a joint effort, reasonable efforts to promote the identity of both Parties shall be clearly communicated through all available means. The ASPCA and the Agency shall make every effort to keep the public informed of their cooperative efforts. Whenever possible, onsite signage, press releases, interviews and other communications efforts shall indicate the involvement of both ASPCA and the Agency. When possible, advance notice and review of releases/reports shall be given by each Party to the other, provided, however, that the Parties shall use their best efforts to complete any such review within twenty-four (24) hours from receiving the release or report. The Parties agree to share photography, videography and other materials that can be used for publicity purposes with the understanding that the Party responsible for procuring said materials is credited as the source; provided, however, that in the case of animal cruelty, the appropriate jurisdictional authority shall have the final approval on any press releases or photographs released in relation to such animal cruelty. The Parties acknowledge and agree that any such photographs, videos, and/or other materials may be used for any lawful purpose, including fundraising purposes. If applicable, the ASPCA and the Agency must also secure any and all necessary permission from federal, state, or local law enforcement, if necessary, for use of the materials and shall provide confirmation of such permission to the other Party. Without such permission, neither Party may use any materials for publicity purposes that were gathered at any actual or potential crime scene. If applicable, results arising from joint studies between ASPCA and the Agency shall be jointly owned and both Parties shall retain ownership and access without inhibition.
- X. **FUNDRAISING**: The Agency recognizes the ASPCA's dependence on voluntary public financial support to carry out Disaster relief efforts. The ASPCA shall be free to make special appeals to the public and to its members, if any, for funding.
- XI. **NON-EXCLUSIVE AGREEMENT**: This Agreement is non-exclusive. The ASPCA and the Agency reserve the right to form similar agreements with other parties.
- XII. **INSURANCE**: Each party shall carry its own insurance covering its individual organization and activities related to the Operation.
- XIII. **ASPCA MISSION**: In the course of responding to a Disaster, the Agency shall strive to support the ASPCA's mission of providing effective means for the prevention of cruelty to animals throughout the United States.
- XIV. **CONFIDENTIALITY**: The ASPCA and the Agency, unless otherwise required by law, agree to keep, and to ensure that their respective employees, agents, representatives, and volunteers keep, confidential all materials and information that are provided by the other Party (as the "Disclosing Party") in connection with its performance under this Agreement are not made available to the general public, including without limitation, financial information, and information and materials about either Party's or its affiliates' operations, campaigns, and/or strategic or tactical plans (collectively the "Confidential Information"). Unless otherwise required by law, neither the ASPCA nor the Agency shall, and each shall ensure that its employees, agents, representatives, and volunteers shall not, use, disclose, or publish any Confidential Information without proper written approval of the Disclosing Party either during or subsequent to the term of this

Agreement except that the ASPCA's and the Agency's employees, agents, representatives, and volunteers may use the information during the term of this Agreement to the extent (and only to the extent) necessary to perform services pursuant to this Agreement or as may be required by applicable law or pursuant to a lawful court order. All Confidential Information shall at all times be and remain the exclusive property of the Disclosing Party.

The parties acknowledge that Agency is governed by the Ohio Public Records Laws. Notwithstanding any statement in this Agreement to the contrary, the Agency's handling of any confidentiality obligations are subject to the limitations of this paragraph. Records (as defined by Ohio Revised Code §§ 149.011 and 149.43) related to this Agreement may be subject to disclosure under the Ohio Public Records Laws. The Agency shall have no duty to defend the rights of the ASPCA or any of its agents or affiliates in any records requested to be disclosed. Upon receipt of a public records request, the Agency will notify the ASPCA of its intent to release records to the requestor. The ASPCA shall have a maximum of five (5) business days beginning with the date it receives notification to respond to the Agency by either accommodating the requestor or pursuing legal remedies to stop the Agency's release of requested information. Said notification shall relieve the Agency of any further obligation under any claim of the ASPCA or any of its agents or affiliates in any jurisdiction in connection with the disclosure of such records. The ASPCA and its agents and affiliates shall have the right to pursue legal and/or equitable remedies to stop or limit disclosure at their sole expense.

**XV. LIABILITY, DEFENSE, AND INDEMNITY**

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.

C. **Claims Arising from Concurrent Acts or Omissions:** The Agency hereby agrees to defend itself, and the ASPCA hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of the Agency and the ASPCA. In such cases, Agency and ASPCA agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph XV(E) below.

D. **Joint Defense:** Notwithstanding paragraph XV (C) above, in cases where the Agency and the ASPCA agree in writing to a joint defense, the Agency and the ASPCA may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of ASPCA and Agency. Joint defense counsel shall be selected by mutual agreement of the Agency and the ASPCA. The Agency and the ASPCA agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph XV(E) below or as otherwise provided in such written joint defense agreement. The Agency and the ASPCA further agree that neither party may bind the other to a settlement agreement without the written consent of both Agency and ASPCA.

E. **Reimbursement and/or Reallocation:** Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, the Agency and the ASPCA may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments, and awards, consistent with such comparative fault.

F. **Limitation of Liability.** Neither Party shall be liable to the other Party for any incidental, consequential, indirect, special, or punitive damages arising in connection with this Agreement or its termination or the breach of any obligation arising hereunder, whether for breach of contract, tort, negligence, or other form of action.

XVI. **ENTIRE AGREEMENT; AMENDMENT; COUNTERPARTS:** This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter herein, supersedes all prior written or oral understandings and agreements relating thereto, and may not be changed, modified, amended, or supplemented, except by written agreement of both Parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, and which collectively will be deemed one document. By signing this Agreement, the signer represents that they have the authority to bind the Party on whose behalf the signer has executed the Agreement.

XVII. **TERM, TERMINATION:** This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated by either party upon fifteen (15) days' written notification to the other party. Unless terminated in accordance with the preceding sentence, both Parties shall review this Agreement every three (3) years.

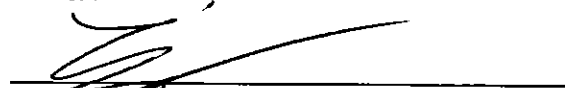
XVIII. **GOVERNING LAW:** This agreement is subject to, and will be governed by, and construed in accordance with the substantive laws in force of the County of Warren, State of Ohio which shall have exclusive jurisdiction over any disputes except in matters of conflict of laws.

*[Signature page follows.]*

**Mutual Aid Agreement between The American Society for the Prevention of Cruelty to Animals ("ASPCA") and Warren County Board of Commissioners on behalf of Warren County Emergency Services**

Approved and agreed to by:

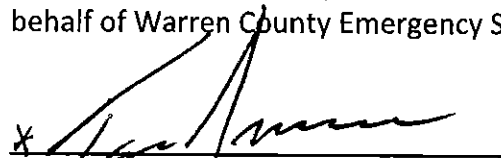
**ASPCA**



Tim Riekey  
Vice President, National Field Response  
American Society for the Prevention of Cruelty to Animals  
424 East 92<sup>nd</sup> Street  
New York, NY 10128

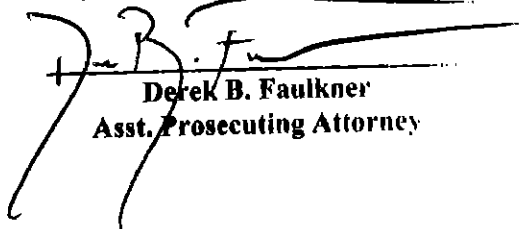
Date 9/23/24

**AGENCY:** Warren County Board of Commissioners on behalf of Warren County Emergency Services

*Vice*   
President, Warren County Board of Commissioners

Date November 26, 2024

**APPROVED AS TO FORM**

  
Derek B. Faulkner  
Asst. Prosecuting Attorney

**EXHIBIT A [FILL OUT ELECTRONICALLY SUBSTANTIALLY IN THIS FORM]**

**REQUIRED INFORMATION**

Each request for assistance shall be accompanied by the following information, to the extent known:

1. General description of the damage sustained or threatened:
  
2. Identification of the emergency service function or functions for which assistance is needed (e.g., emergency medical, search and rescue, transportation, communications, planning and information assistance, resource support, assistance with investigations of alleged animal cruelty, and other services, etc.), and the particular type of assistance needed:
  
3. Identification of the type of assistance needed:
  
4. Amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time that each will be needed:
  
5. Need for sites, structures, or buildings to serve as relief centers or staging areas for incoming personnel, goods, equipment, and services:
  
6. Estimated time and a specific place for a representative of Agency to meet the personnel and equipment of the ASPCA:
  
7. List the names of other organizations which you have also asked to help or with which you have an existing MAA or MOU:
  
8. Please list what services you, or another organization, are willing to provide:

# Resolution

Number 24-1588

Adopted Date November 26, 2024

AUTHORIZING THE WARREN COUNTY SOLID WASTE MANAGEMENT DISTRICT TO SUBMIT A 2025 HOUSEHOLD HAZARDOUS WASTE APPLICATION TO THE OHIO ENVIRONMENTAL PROTECTION AGENCY

WHEREAS, the Solid Waste District holds semi-annual electronic recycling events, and

WHEREAS, The Ohio EPA provide competitive grant opportunities to fund such activities, and

NOW THEREFORE BE IT RESOLVED, to authorize the Warren County Solid Waste Management District to submit a 2025 Household Hazardous Waste Grant Application to the Ohio Environmental Protection Agency; and

BE IT FURTHER RESOLVED, in the event funding is not available from the District, the Warren County Board of County Commissioners has no further obligation to fund this program.

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

/sm

cc: Solid Waste (file)  
OGA



# Resolution

Number 24-1589

Adopted Date November 26, 2024

APPROVING THE "BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES" (BRIC) GRANT AGREEMENT WITH THE OHIO EMERGENCY MANAGEMENT AGENCY ON BEHALF OF WARREN COUNTY EMERGENCY SERVICES AND AUTHORIZING THE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

WHEREAS, Warren County Emergency Services applied for the BRIC grant with the appropriate State office for the purpose of obtaining certain Federal financial assistance under the Disaster Relief Act (Public Law 288, 23rd Congress) or otherwise available from the President's Disaster Relief Fund; and

WHEREAS, it is necessary to agree to terms and conditions of the State and to the Federal Emergency Management Agency (FEMA) for all matters pertaining to such Federal disaster assistance the assurances and agreements as listed in the Grant Agreement for the Building Resilient Infrastructure and Communities Grant; and

WHEREAS, pursuant to Resolution #24-1318, adopted October 8, 2024, this Board designated Martin Russell, County Administrator, as agent to sign documents relative to the BRIC grant.


NOW THEREFORE BE IT RESOLVED, to approve the Building Resilient Infrastructure and Communities Grant Agreement with the Ohio Emergency Management Agency and authorize the County Administrator to sign documents relative thereto. Copy of said grant agreement is attached hereto and made a part hereof.

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a—Ohio State Emergency Management Agency  
Emergency Services (file)  
OGA



STATE-LOCAL GRANT AGREEMENT  
BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES - CFDA 97.047  
BRIC FY2023

This Grant Agreement (the "Agreement") is made and entered into by, and between, the State of Ohio, Department of Public Safety, Ohio Emergency Management Agency, located at 2855 West Dublin-Granville Road, Columbus, Ohio 43235-2712 (herein referred to as the "Recipient"); and, the Warren County Emergency Management Agency, Warren County, located at 520 Justice Drive, Lebanon, Ohio 45036 (herein referred to as the "Subrecipient").

This agreement will be in effect for the period beginning September 25, 2024 and ending January 15, 2026.

2. Pursuant to the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC 5121, et. seq. ("Stafford Act") as amended, the Federal Emergency Management Agency ("FEMA") has been authorized by Congress to make grants to states to mitigate natural disasters. The Ohio Emergency Management Agency ("Ohio EMA"), has received grant funds for that purpose.
3. The Ohio Emergency Management Agency has been designated as the Recipient to receive, administer, and disburse FEMA mitigation funds for local government mitigation projects in areas of Ohio and to provide technical assistance with the Building Resilient Infrastructure and Communities (BRIC) grant program. The BRIC is authorized by Section 203 of the Stafford Act, Public Law 93-288. The Recipient shall monitor and evaluate the implementation of mitigation projects and control the disbursement of BRIC funds from FEMA.
4. The Warren County Emergency Management Agency, is the Subrecipient and has submitted an application, which is incorporated herein by reference, to the Recipient setting forth a list of activities (herein referred to individually as "Project"). The Recipient and FEMA have approved the Project along with any exceptions that have been made prior to signing of this agreement. The Subrecipient agrees to complete the Project within two years of FEMA approval, unless a time extension is granted by the Recipient.
5. Subrecipient shall participate in the development of, and shall coordinate and monitor the implementation of the local hazard mitigation measures; and shall regulate and control development within hazard areas.
6. Subrecipient has the legal authority to accept mitigation funds and shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state mitigation funds. The financial management system must comply with 2 Code of Federal Regulations (CFR) Part 200 and Auditor of State Bulletin 99-05.

Sima S. Merick, Executive Director  
2855 West Dublin-Granville Road  
Columbus, Ohio 43235-2712 U.S.A.

7. Subrecipient hereby agrees that grant funds shall be used solely for undertaking and completing a hazard mitigation plan and that the expenditure of grant funds shall be supported by contracts, invoices, vouchers, paid receipts and other documentation, as appropriate, evidencing the actual costs incurred by the Subrecipient. Cost incurred prior to the complete execution of this Agreement are not allowable, unless specifically authorized by the Recipient. Only those costs, which are allowable as defined in 2 CFR Part 200, will be paid. All fund funds received by the Subrecipient pursuant to this Agreement shall be deposited in a separate, non-interest bearing account specifically designed for this Project or accounted for separately by the Subrecipient:
  - a. This Grant Agreement in the amount of **\$18,989.31** (“Funds”) will serve as the contract between the Recipient, Ohio EMA and the Subrecipient for the purpose of the approved project. This grant amount represents the total Federal, State and Local share of the cost of the Project plus in-direct management cost allowance as described below.
  - b. Total estimated cost of the mitigation project is           \$ **18,989.31**  
Total BRIC FY2023 (Federal) contribution is:           \$ **14,241.98**  
Total State of Ohio contribution is:                   \$ **0.00**  
Local contribution:                                           \$ **4,747.33**
  - c. Subrecipient agrees to provide the necessary local cost share as required by 2 CFR Parts 200.306 and 200.434. The funding will be available within the specified period of time for completion of the Project. Documentation of the use of the local cost share is required.
  - d. Obligations of Recipient are subject to provisions of Section 126.07 of the Ohio Revised Code.
8. Subrecipient shall return to Recipient any BRIC FY2023 funds, which are not supported by audit or other federal or state review of documentation maintained by the Subrecipient. (2 CFR Part 200-Subpart F)
9. Subrecipient shall maintain records for the period set forth in 2 CFR Part 200.333 and shall give access to said records in accordance with 2 CFR Part 200.336.
10. Subrecipient shall comply with all applicable state and local ordinances, laws, regulations, building codes and standards applicable to this Project.
11. Subrecipient shall comply with 2 CFR Part 200.318 in all procurements, including the contract provisions found in 2 CFR Parts 200.319 thru 200.326. In particular,
  - a. Subrecipient shall comply, as applicable, with provisions of federal laws and regulations pertaining to labor standards, and the State of Ohio Prevailing Wages laws and regulations.
  - b. Subrecipient shall not enter into any contract with any party which is debarred or suspended from participating in federal assistance programs, or is otherwise ineligible pursuant to E.O. 12549, Debarment and Suspension, as implemented at 44 CFR Part 67.
12. Subrecipient has read, understands, and shall comply with the State of Ohio Audit Requirements/Compliance Standards (attached), and 2 CFR Part 200 Subpart F – Audit Requirements.

13. Subrecipient shall submit to the Recipient quarterly progress reports (QPR), due the 15<sup>th</sup> day of the month following the end of the quarter on the following schedule:
- |    |                    |                |
|----|--------------------|----------------|
| a. | January – March    | Due April 15   |
|    | April – June       | Due July 15    |
|    | July – September   | Due October 15 |
|    | October – December | Due January 15 |
- b. Failure to provide the required reports will result in suspension of grant funds until the required reports are provided and approved by the Recipient.
14. Obligations are to be met by the Subrecipient for the payment of grant funds.
- a) Upon receipt of a fully-executed Agreement, Notice of Award, Notice of Authorized Agent, Internal Revenue Service Form W-9 and a list of all persons participating as Core Group members with their associated agency or company the Recipient shall advance 10% of the Federal share of the total project cost to Subrecipient to start the Project.
- b) Upon receipt of a completed hazard identification, risk assessment, hazard profile and analysis, loss estimate, problem identification, established goals and action plans, analysis, which is accepted by the Mitigation Branch of the Ohio EMA and which has been forwarded to the FEMA Region V, the Subrecipient shall be entitled to reimbursement of 40% of the Federal share of the total project cost. Payment shall be issued as reimbursement for actual expenses and is contingent upon receipt of quarterly financial and narrative reports and demonstration of the local matching share.
- c) Upon receipt of a draft hazard mitigation plan which has incorporated all reviewer comments on the document previously provided, which is accepted by the Mitigation Branch of the Ohio EMA and which has been forwarded to the FEMA Region V, Subrecipient shall be entitled to reimbursement of 25% of the Federal share of the total project cost. Payment shall be issued as reimbursement for actual expenses and is contingent upon receipt of quarterly financial and narrative reports and demonstration of the local matching share.
- d) Upon receipt of a final and adopted hazard mitigation plan, which has incorporated all reviewer comments on the documents previously provided and which is accepted by the Mitigation Branch of the Ohio EMA the Mitigation Branch will forward the final plan to the FEMA for approval. Upon FEMA approval, the Subrecipient, or their designee, must update the State of Ohio Mitigation Web Portal (Mitigation Information Portal, herein referred to as "MIP") with all relevant information from the new or updated local hazard mitigation plan.

The Subrecipient shall be entitled to reimbursement of the final 25% of the Federal share of the total project cost after the plan is approved by FEMA and MIP has been updated with pertinent information from the updated plan. Payment shall be issued as reimbursement for actual expenses and is contingent upon receipt of quarterly financial and narrative reports and demonstration of the local matching share.

15. Noncompliance (2 CFR PART 200:338)

- a. If the Subrecipient fails to comply with the terms of the award, whether stated in a federal statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:
  - 1) Temporarily withhold cash payments pending correction of the deficiency;
  - 2) Disallow all or part of the cost of the activity or action not in compliance;
  - 3) Wholly or partly suspend or terminate the current award for the program;
  - 4) Withhold further awards for the program;
  - 5) Take other remedies that may be legally available.
- b. In taking an action to remedy noncompliance, the awarding agency and/or the Recipient will provide an opportunity for such hearing, appeal, or other administrative proceeding to which the Recipient or Subrecipient is entitled under any statute or regulation applicable to the action involved.
- c. Costs resulting from obligations incurred by the Subrecipient during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination. Other costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
  - 1) The costs result from obligations which were properly incurred before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are not cancelable, and,
  - 2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes place.

16. CLOSE-OUT (2 CFR PART 200.343)

- a. Subrecipient will notify the Recipient as soon as the Project has been completed, and will provide a Final Progress Report and financial report within 30 days. Recipient will conduct a final site visit within 30 days of receiving the final progress report and financial report, and provide the Subrecipient with their findings within 30 days of the visit. The findings will outline the results of the site visit and in particular any upward or downward adjustment to allowable costs.
- b. Subrecipient will immediately refund any balance of un-obligated cash advanced that is not authorized to be retained for use on other grants.
- c. The closeout of the grant does not affect the right of the awarding agency to disallow costs and recover funds on the basis of a later audit or other review, the obligation to return any funds due as a result of later refunds, corrections, or other transactions, records retention as required in 2 CFR Part 200.333, property management requirements in Parts 200.311 and 200.312, and audit requirements in Part 200 Subpart F-Audit Requirements.
- d. Any funds not returned within a reasonable period of time after request, may result in an administrative offset against other requests for assistance, withholding advance payments otherwise due, and other action permitted by law.

17. AUDIT REQUIREMENTS (2 CFR 200 Subpart F)

In accordance with the Single Audit Act of 1984 as amended, and 2 CFR 200, the following procedures will assure compliance with those standards in the administration of the BRIC to eligible Sub-recipients.

- a. The Ohio EMA Executive Director will provide the Auditor of State a listing of all State agencies and local governments which have been approved to receive Federal funds under the BRIC. This will serve as notice to State field examiners to inquire about the funds at the time of the respective Subrecipients single audit, ensuring at a minimum, the inclusion of those funds in the Audit Report's "Schedule of Federal Financial Assistance".
- b. The Sub-recipient has the obligation to comply with all applicable rules and regulations of the BRIC, to include 2 CFR 200. If the applicant desire copies of 2 CFR 200 they are available from the County and/or State Auditor's Office.
- c. The Single Audit Act of 1984 as amended requires local governments, state agencies/departments, and private non-profit organizations expending a total of \$750,000.00 or more in federal financial assistance in any fiscal year to have a single audit performed.

Those local governments, state agencies/departments, or private non-profit organizations expending less than \$750,000.00 in federal financial assistance must supply Recipient with a letter from a clerk/treasurer, for each fiscal year BRIC funds are received, certifying that status.

- d. Audit reports must be sent to the Recipient by the Sub-recipients within one (1) month of Audit Report publication. Failure to do so, without reasonable justification, could result in suspension of any further advances of funds or final reimbursement by the Recipient under the BRIC.
- e. If during any single audit the Sub-recipient has been informed of non-compliance findings regarding this program, the Sub-recipient shall verbally notify the Recipient immediately and prior to publication of the Audit Report.
- f. The Sub-recipients will correct the finding(s) within thirty (30) days of written notification of non-compliance, if not sooner, and notify the Recipient in writing of the actions taken.
- g. Findings against the Sub-recipient remaining uncorrected by the Sub-recipient will be deducted from the applicant's final reimbursement by the Recipient in the amount of funds questioned in the Audit Report. If the Recipient has already dispersed final settlement, and a subsequent audit report identifies non-compliance by the Sub-recipient, collection proceedings will be initiated by the Recipient against the Sub-recipient in the amount of the questioned costs.
- h. Throughout the lifetime of the BRIC grant program, it is the responsibility of the Sub-recipient to inform the State (or private) examiner of their participation in this program at the time of their respective single audits.
- i. The Recipient will receive a listing from the State Auditor's Office of any regular or single audits completed for each Subrecipients jurisdiction/organization. The audits will not be forwarded to the Recipient, this is an administrative requirement for each Sub-recipient to complete.

- j. The Recipient will review each audit report received to assure that:
  - 1. If applicable, the grant(s) received that fiscal year are included in the "Schedule for Federal Financial Assistance" portion of the Audit Report, and that the report properly addresses the BRIC, as required under the Single Audit Act and appropriate OMB guidance;
  - 2. Any of the program activities, which may have been tested by the State Examiner are in compliance with all regulations pertaining to the BRIC and single audit requirements;
  - 3. Audit findings against the Sub-recipient pertaining to this grant will be rectified within thirty (30) days of receipt of the Audit Report by the Sub-recipient, either with guidance from, or, established by the State.
- k. From the onset of application approval, the Recipient will work closely with the Sub-recipient to include site mid-program reviews and inspections of completed, approved projects.

STATE OF OHIO  
BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES - CFDA 97.047  
GRANT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the day and year set forth below:

SUBRECIPIENT – Warren County Emergency Management Agency, Warren County

Melina Bous

11/12/24  
Date

\* [Signature]

11/26/24  
Date

\* \_\_\_\_\_

\_\_\_\_\_  
Date

RECIPIENT

\_\_\_\_\_  
Sima S. Merick, Executive Director  
Ohio Emergency Management Agency

\_\_\_\_\_  
Date

APPROVED AS TO FORM

[Signature]  
Derek B. Faulkner  
Asst. Prosecuting Attorney



# Resolution

Number 24-1590

Adopted Date November 26, 2024

ENTERING INTO A BENEFICIARY GRANT AGREEMENT WITH STRATEGIC INNOVATIONS GROUP, LLC RELATIVE TO THE AMERICAN RESCUE PLAN ACT – CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (ARPA SLFRF)

WHEREAS, the County is a local government recipient of funding pursuant to Section 9901 of the American Rescue Plan Act; and

WHEREAS, ARPA funding was provided to the Strategic Innovation Group LLC to continue and further develop their initiative to address the mental and behavioral health needs of children ages 0 to five; and

WHEREAS, Strategic Innovation Group, LLC expanded their program that includes a series of training courses for parents, coaching, education, and resource guidance through childcare centers; and

WHEREAS, Strategic Innovation Group, LLC is eligible to receive ARPA funds under ARPA SLFRF, specifically section 31 CFR Part 35.6(b)(3)(ii)(C) “behavioral health care, including prevention and treatment.

NOW THEREFORE BE IT RESOLVED, to enter into a Beneficiary Grant Agreement with Strategic Innovations Group, LLC relative to the American Rescue Plan – Coronavirus State and Local Fiscal Recovery Funds, as attached hereto and made a part hereof; said Agreement to be effective upon execution.

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

/kp

cc: c/a—Strategic Innovations Group, LLC  
OGA (File)

**AMERICAN RESCUE PLAN – CORONAVIRUS STATE AND LOCAL FISCAL  
RECOVERY FUNDS  
BENEFICIARY GRANT AGREEMENT**  
between the  
**WARREN COUNTY BOARD OF COUNTY COMMISSIONERS  
And STRATEGIC INNOVATIONS GROUP, LLC.**

**THIS GRANT AGREEMENT** is made as of the date of the last signature below by and between the Board of County Commissioners of Warren County, Ohio (the “County”), with its principal place of business located at 406 Justice Drive, Lebanon, Ohio 45036 and Strategic Innovations Group, LLC, (the “GRANTEE”), an Ohio Domestic Limited Liability Company, with its principal place of business located at 14512 Orrville Street NW, North Lawrence, Ohio 44666.

**WHEREAS**, the County is a local government recipient of funding pursuant to Section 9901 of the American Rescue Plan Act which amended Title VI of the Social Security Act to add section 603 which established the Coronavirus State and Local Fiscal Recovery Fund (hereinafter “ARPA SLFRF”);

**WHEREAS**, ARPA SLFRF funds received by the County may only be used, as follows: (a) to respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (b) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; (c) for provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and, (d) to make necessary investments in water, sewer, or broadband infrastructure.

**WHEREAS**, the County seeks to make expenditures to respond directly to the COVID-19 public health emergency and its negative economic impacts in part by providing grants for the provision of early childhood mental health treatment and behavioral health prevention and resources.

**WHEREAS**, County has the authority to use ARPA SLFRF funds in the above-described manner pursuant to 31 CFR Part 35, Subpart A, Section 35.6(b)(3)(ii)(C), also known as the U.S. Department of Treasury Final Rule (hereinafter “the Final Rule”), specifically early childhood behavioral health care, including prevention and treatment.

**WHEREAS**, GRANTEE is a small business that provides early childhood mental health treatment, behavioral health prevention, and resources by providing education, training, coaching, resource guide, consultation, and monitoring to day care centers, their employees, children and families.

**NOW THEREFORE**, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, it is agreed between the parties as follows:

**SECTION 1 PURPOSE.**

The parties hereby agree that the Final Rule and 31 CFR Part 35, Subpart A, Section 35.6(b)(3)(ii)(C) identifies eligible uses of ARPA funds to include expenditures to respond directly to the COVID-19 public health emergency and its negative economic impacts in part by addressing early childhood behavioral health care, including prevention and treatment.

GRANTEE will address these above-stated impacts by providing education, training, coaching, resource guide, consultation, and monitoring to day care centers, their employees, children and families within Warren County, Ohio who require early childhood mental health and behavioral health intervention, prevention, and treatment. The scope of the program is attached below in the Early Childhood Mental Health Initiative Project Update dated February 21, 2024, and incorporated as if fully re-written herein, marked as Attachment A.

The COUNTY agrees to pay to the GRANTEE an amount of four-hundred thousand dollars (\$400,000.00) for the purpose of early childhood behavioral health, mental health care, prevention and treatment.

**Section 1.1 Prohibited Uses**

Per the terms of the Final Rule, GRANTEE is specifically prohibited from using the awarded funds as follows: to deposit into a pension fund; to offset a reduction in net tax revenue caused by the GRANTEE's change in law, regulation, or administration interpretation; for non-Federal match where prohibited; to directly service debt; satisfy a judgment or settlement; nor to contribute to a rainy day or reserve fund; nor shall the grant be used for any project that conflicts with or contravenes the purposes of ARPA SLFRF, or that is not specifically described in this Agreement.

**SECTION 2 GRANT TERM; TERMINATION AND RECOUPMENT**

This Agreement shall be effective upon the date last signed by the parties below and shall terminate effective December 31, 2025. Upon the breach of any term of this Grant Agreement by the GRANTEE or upon mismanagement of the grant funds or any misfeasance or malfeasance by the GRANTEE, which shall be determined in the County's sole discretion, the County has the right to terminate the grant award, in whole or part; demand the immediate repayment of all grant money received by the GRANTEE from the County that has not been disbursed; temporarily withhold cash payments pending correction of deficiency by the GRANTEE; or take all other actions available under Ohio law. Otherwise, this agreement shall terminate effective December 31, 2025, and all grant funds that have not been expended by the GRANTEE by that date will be repaid by the GRANTEE to the County no later than December 31, 2026.

**SECTION 3 DISSOLUTION.**

If for any reason, the GRANTEE is dissolved between the execution of this Agreement and December 31, 2025, the County has the absolute right to receive repayment by the GRANTEE of all grant monies disbursed to it by the County remaining in the GRANTEE'S possession or control, including, but not limited to, the grant monies disbursed under this Grant Agreement.

**SECTION 4 NON-DISCRIMINATION.**

The GRANTEE, its employees, agents, representatives, and any other party working on its behalf shall not discriminate in any manner in its performance under this Grant Agreement by reason of race, color, sex, age, religion, national origin, ancestry, veteran status, disability, sexual orientation, gender identity or any other characteristic to the extent protected by law, and shall comply with all federal, State of Ohio non-discrimination and intimidation laws, as amended, and any applicable related rules, regulations and executive orders, as amended.

**SECTION 5 WORKERS' COMPENSATION.**

The GRANTEE shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract and shall require any contractors hired to perform work on the grant project to provide workers' compensation insurance coverage.

**SECTION 6 ACCOUNTABILITY FOR GRANT PROPERTY.**

The GRANTEE must maintain effective internal control and accountability for all grant cash, real and personal property and other assets. All grant property must be only used for the purpose authorized in this Grant Agreement. GRANTEE certifies that it has reviewed the terms of ARPA and the Final Rule and warrants that the expenditures made in relation to this agreement comply with the rules and guidance of the United States Department of Treasury. The Chief Executive and Fiscal Officer of the GRANTEE indicate that they have provided sufficient documentation to demonstrate that the expenditures comply, and any findings of recovery by the Department of Treasury, the Ohio Auditor of State or any other auditing agency authorized under ARPA will be held against the Grantee officials and not Warren County.

**SECTION 7 REPORTS AND RECORDS.**

The GRANTEE agrees to maintain and provide to the County upon demand the following reports and records:

- Accounting and fiscal records adequate to allow the County and/or State of Ohio to audit and verify that the funds provided under this Grant Agreement are used for the purpose(s) stated in this Grant Agreement.
- The GRANTEE shall maintain all financial records and supporting documents related to the grant award until December 31, 2031, or for a period of 5 years after all funds have been expended or returned to the Treasury. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 5-year period, the GRANTEE shall retain the records until completion of the action and all issues which arise from it or until the end of the 5-year period, whichever is later.

The County shall have the right of access to any pertinent book, document, paper or other records of the GRANTEE which are pertinent to grant in order to make audits or examinations.

**SECTION 8 FEDERAL, STATE AND LOCAL LAWS.**

The GRANTEE agrees to abide by all Federal, State and local laws, statutes, resolutions, ordinances, rules and/or regulations applicable to this Grant Agreement. GRANTEE shall follow all federal procurement guidelines where applicable.

**SECTION 9 RELATIONSHIP OF THE PARTIES.**

Nothing contained in this Grant Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain a Beneficiary with respect to its performance under this Grant Agreement.

**SECTION 10 SUCCESSORS AND ASSIGNMENT.**

The County and the GRANTEE each binds itself and its successors, executors, administrators, and assigns to the terms, conditions, and covenants of this Grant Agreement. Neither the County nor the GRANTEE shall assign or transfer its rights, interests, duties, or obligations under this Grant Agreement without the express written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

**SECTION 11 NOTICES.**

Any notice required or permitted under this Grant Agreement shall be given in writing and shall be deemed to have been given when personally delivered to any officer of the party receiving notice or when posted in the United States mail by certified mail addressed to the last known address of the party being served.

**SECTION 12 LAW OF OHIO.**

This Grant Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, without giving effect to its conflict of laws principles. The parties agree that any legal action, suit, or proceeding that arises out of this Grant Agreement shall be brought solely and exclusively in the Warren County, Ohio Court of Common Pleas.

**SECTION 13 ENTIRE AGREEMENT, MODIFICATION AND SEVERABILITY.**

This written Grant Agreement represents the entire agreement between the parties and supersedes all previous agreements, written and oral, between the parties. This Grant Agreement shall not be modified except in writing signed by both parties. In the event any provision of this Grant Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall not affect the validity of other provisions in the Grant Agreement which shall be severable.

**SECTION 14 PUBLIC RECOGNITION AND COUNTY SUPPORT.**

The GRANTEE shall recognize the County on all printed materials and promotional media related to this grant. When there are press releases, photographs, newsletters or any published materials about this grant, the County shall be included on any and all mailing distributions.

**[The remainder of this page is intentionally left blank.]**

**SECTION 15 EXECUTION**

IN EXECUTION WHEREOF, the parties hereto have executed this Agreement on the dates show below.

**Warren County Board of Commissioners,**

This Agreement is entered into by the president or vice president as authorized in Resolution No.

24-1590 of the Warren County Board of Commissioners dated November 26, 2024:

Signature: [Signature]

Printed Name: TOM Grossmann

Title: Vice President

Date: 11-26-24

Approved as to Form,

[Signature]

Assistant Prosecuting Attorney  
Warren County, Ohio

**Strategic Innovations Group, LLC,**

This Agreement is hereby entered into by [GRANTEE] Strategic Innovations Group, LLC. by its duly authorized signatory,

Signature: [Signature]

Printed Name: Cherry Gibson

Title: CEO

Date: 11/13/2024

# Resolution

Number 24-1591

Adopted Date November 26, 2024

ENTERING INTO AGREEMENT WITH PREMIER NETWORK SOLUTIONS TO PURCHASE AUDIO AND VIDEO EQUIPMENT ON BEHALF OF THE PROSECUTOR'S OFFICE

WHEREAS, the Warren County Prosecutor's Office requires updated recording equipment for its Grand Jury Room and Multi-Purpose Room.

NOW THEREFORE BE IT RESOLVED, to enter into agreement with Premier Network Solutions for the purchase of audio and video equipment on behalf of the Warren County Prosecutor's Office; as attached hereto and made part hereof.

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a- Premier Network Solutions  
Prosecutor's Office (file)  
Data Board



Premier Network Solutions, Inc.  
 5070 Oaklawn Dr.  
 Cincinnati, OH 45227-1434  
 513-631-6381

**Bill To:**  
 Warren County Prosecutor's Office  
 Michelle Buck  
 500 Justice Drive  
 Lebanon, OH 45036

Tel: 513-695-1325

Terms: Net 20

**\*\* Proposal \*\***

11/11/2024

**Project Number: 24-2999**

Brennan Bain, Sales

**Project Description**  
 Grand Jury & Multi-purpose Room  
 AV UPGRADE

**Project Site:**  
 Warren County Prosecutor's Off  
 Michelle Buck  
 520 Justice Drive  
 Lebanon, OH 45036

Tel: 513-695-1780

<u>-Part No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended</u>
<b>Grand Jury Room</b>				
NC-12X80	1	12x Optical Zoom 80° Horizontal Field of View,	3,265.00	3,265.00
MXA920W-S	1	Ceiling Array Microphone, Square, White, 24 inch	3,707.00	3,707.00
CORE 8 FLEX	1	Unified Core with 8 local audio I/O channels,	2,344.00	2,344.00
I/O USB BRIDGE	2	Q-SYS PoE bridging endpoint for AV-to-USB	1,564.00	3,128.00
DGS-1210-28MP	1	D-Link 28-Port Layer 2 Smart Managed Gigabit PoE	581.00	581.00
SLDAN-8-P	1	Q-SYS Software-based Dante 8x8 Channel License,	256.00	256.00
NETGEAR WAX610	1	Wireless Access Point (WAP)	224.00	224.00
TST-1080	1	10.1 in. Wireless Touch Screen w/Table Dock	2,725.00	2,725.00
13400	1	3M USB 2.0 A/B CBL WHITE	4.00	4.00
28103	1	3M USB 2.0 A/B CBL BLACK	4.00	4.00
PRENET-MISC-CABLIN G	1	Misc. Connectivity	175.00	175.00
<b><u>Sub-total: Grand Jury</u></b>				<b><u>16,413.00</u></b>
<b>Multi-Purpose Room</b>				
TST-1080	1	10.1 in. Wireless Touch Screen	2,600.00	2,600.00
TST-1080-DSW	1	Wall Dock for TST-1080	875.00	875.00
HD-DA2-4KZ-E	1	1:2 HDMI Distribution Amplifier w/4K60 4:4:4 &	316.00	316.00
C2G10383	1	35ft/10.7m UltraFlex Active HDMI Cble 4K	189.00	189.00
C2G10376	2	3ft/0.9m Ultra Flexible HDMI Cable 4K	12.00	24.00
NETGEAR WAX610	1	Wireless Access Point (WAP)	239.00	239.00
PRENET-MISC-CABLIN G	1	Misc. Connectivity	100.00	100.00
<b><u>Sub-total: Multi-Purpose</u></b>				<b><u>4,343.00</u></b>
	1	Freight	250.00	250.00
	20	AV Installation	125.00	2,500.00
	20	AV Programming	175.00	3,500.00
<b><u>Sub-total: Labor</u></b>				<b><u>6,250.00</u></b>

Continue Next Page...



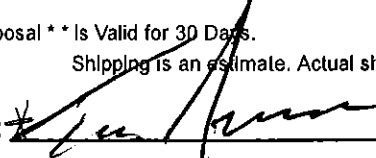
**Scope: Grand Jury Room**

Premier to demo existing Polycom wall mounted camera and RealPresence Group 500 codec (above drop ceiling). Premier to install new wall mounted QSC NC-12X80 video conference PTZ camera in same location as removed Polycom camera. A new Shure MXA920 ceiling microphone array, QSC Core 8 Flex audio processor, and dual USB Bridges will allow for room audio to be transmitted to laptop computer for recording and audio/video to second laptop for MS Teams or any soft codec (Zoom / Webex) video meeting software. (2) USB connections to system will be added to the center of "U" shaped meeting table (1-audio/video & 1-audio only). USB cables will be different colors. A Crestron 10.1" wireless touch panel w/ table dock will replace existing Crestron TST-600 5.7" wireless panel (docking station in equipment rack room). Customer to choose dock location.

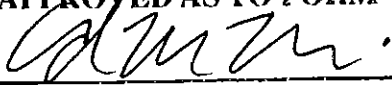
**Scope: Multi-Purpose Room**

A Crestron 10.1" wireless touch panel w/ wall docking station will replace existing Crestron TST-600. Customer to choose wall dock location. The signal for the existing projector will be distributed to the existing 75-82" wall mounted display. Projector and aux display will share same content during standard meeting. Control of the display will be added to the control system. The default setting will be shared content. End-users can choose the existing local HDMI wall plate for display source if needed.

*\*Note: Crestron control system source code required. If code can not be retrieved additional Program labor may be needed.*

This ** Proposal ** Is Valid for 30 Days. Shipping is an estimate. Actual shipping charges will be invoiced.		
Signature: 	Date: <u>11-26-24</u>	Project Total: \$ <u>27,006.00</u>

**APPROVED AS TO FORM**



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

# Resolution

Number 24-1592

Adopted Date November 26, 2024

APPROVING THE FIRST AMENDMENT TO THE MASTER SERVICES AND PURCHASING AGREEMENT WITH AXON ENTERPRISE, INC ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE

WHEREAS, pursuant to Resolution #23-0905, adopted July 18, 2023, this Board entered into an agreement with AXON Enterprise, Inc. to provide in-car camera system and storage on behalf of the Warren County Sheriff's Office: and

WHEREAS, AXON and the Sheriff's Office wish to incorporate changes to the agreement to expand the scope of offered products.

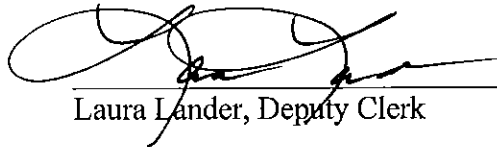
NOW THEREFORE BE IT RESOLVED, to approve the First Amendment to the Master Services and Purchasing Agreement with AXON Enterprise, Inc. to provide body camera system and storage, on behalf of the Warren County Sheriff's Office, as attached hereto and made a part hereof.

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS



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

cc: c/a – AXON Enterprise, Inc.  
Sheriff (file)



**First Amendment to the Master Services and Purchasing Agreement**

This First Amendment ("Amendment") is between Axon Enterprise, Inc. (f/k/a Taser International, Inc.), a Delaware corporation ("Axon"), and the Warren County Sheriff's Office (OH) ("Agency"). This Amendment is effective as of the last signature date on this Amendment ("Effective Date"). Axon and Agency are each a "Party" and collectively "Parties".

Axon and Agency are Parties to the Master Services and Purchasing Agreement by and between Axon Enterprise, Inc. and the Warren County Sheriff's Office (OH), dated July 16, 2023 (the "Agreement").

The Parties wish to incorporate further changes into the Agreement in order to expand the scope of offered products.

The Parties therefore agree as follows:

1. The Agreement is hereby updated to incorporate the following references:
  - a. Any reference to "Axon Body 3" or "AB3" shall also mean "Axon Body 4" or "AB4," when and as applicable, except for any reference under any applicable Quote, which should only refer to the product cited therein.
2. The attached documents are hereby incorporated into the Agreement:
  - a. Events Appendix
  - b. Quote Q-617131-45596.631GM
3. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Each representative identified below declares that they are an authorized representative of the respective Party with authority to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.

Warren County Sheriff's Office (OH)

Signature: [Handwritten Signature]

Signature: [Handwritten Signature]

Name: Robert E. Driscoll, Jr.

Name: Tom Grossmann

Title: Deputy General Counsel

Title: Vice President

Date: October 31, 2024

Date: November 26, 2024

APPROVED AS TO FORM

[Handwritten Signature]  
Adam M. Nice  
Asst. Prosecuting Attorney



## First Amendment to the Master Services and Purchasing Agreement

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### Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Q-617131-45596.631GM

Issued: 10/31/2024

Quote Expiration: 12/31/2024

Estimated Contract Start Date: 03/01/2025

Account Number: 113156

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Warren County Sheriff's Office - OH 822 MEMORIAL DR LEBANON, OH 45036-2355 USA	Warren County Sheriff's Office - OH 822 MEMORIAL DR LEBANON OH 45036-2355 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Geoff Matthews Phone: +1 5132399452 Email: gmatthews@axon.com Fax:	Nicholas Marconi Phone: 5136951225 Email: nick.marconi@wcooh.org Fax: (513) 695-1882

**Quote Summary**

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$461,799.50</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$461,799.50</b>

**Discount Summary**

Average Savings Per Year	\$16,780.00
<b>TOTAL SAVINGS</b>	<b>\$83,900.00</b>

### Payment Summary

<b>Date</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Feb 2025	\$145,955.50	\$0.00	\$145,955.50
Feb 2026	\$78,961.00	\$0.00	\$78,961.00
Feb 2027	\$78,961.00	\$0.00	\$78,961.00
Feb 2028	\$78,961.00	\$0.00	\$78,961.00
Feb 2029	\$78,961.00	\$0.00	\$78,961.00
<b>Total</b>	<b>\$461,799.50</b>	<b>\$0.00</b>	<b>\$461,799.50</b>

Quote Unbundled Price:	\$545,699.50
Quote List Price:	\$501,176.50
Quote Subtotal:	\$461,799.50

**Pricing**

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
BWCamTAP	Body Worn Camera TAP Bundle	70	60	\$41.50	\$33.80	\$33.80	\$141,960.00	\$0.00	\$141,960.00
BWCamTAP	Body Worn Camera TAP Bundle	6	60	\$40.35	\$33.80	\$33.80	\$12,168.00	\$0.00	\$12,168.00
BWCamTAP	Body Worn Camera TAP Bundle	24	60	\$40.35	\$33.80	\$33.80	\$48,672.00	\$0.00	\$48,672.00
BWCamTAP	Body Worn Camera TAP Bundle	1	60	\$40.35	\$33.80	\$0.00	\$0.00	\$0.00	\$0.00
<b>A la Carte Hardware</b>									
100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	6			\$39.00	\$39.00	\$234.00	\$0.00	\$234.00
100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	24			\$39.00	\$39.00	\$936.00	\$0.00	\$936.00
100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	70			\$39.00	\$39.00	\$2,730.00	\$0.00	\$2,730.00
H00002	AB4 Multi Bay Dock Bundle	3			\$1,638.90	\$1,638.90	\$4,916.70	\$0.00	\$4,916.70
H00001	AB4 Camera Bundle	6			\$849.00	\$549.00	\$3,294.00	\$0.00	\$3,294.00
H00002	AB4 Multi Bay Dock Bundle	1			\$1,638.90	\$1,638.90	\$1,638.90	\$0.00	\$1,638.90
H00001	AB4 Camera Bundle	24			\$849.00	\$549.00	\$13,176.00	\$0.00	\$13,176.00
H00002	AB4 Multi Bay Dock Bundle	1			\$1,638.90	\$1,638.90	\$1,638.90	\$0.00	\$1,638.90
H00001	AB4 Camera Bundle	70			\$849.00	\$549.00	\$38,430.00	\$0.00	\$38,430.00
H00001	AB4 Camera Bundle	1			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>A la Carte Software</b>									
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	6	60		\$27.12	\$27.12	\$9,763.20	\$0.00	\$9,763.20
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	35	60		\$10.85	\$10.85	\$22,785.00	\$0.00	\$22,785.00
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	24	60		\$27.12	\$27.12	\$39,052.80	\$0.00	\$39,052.80
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	70	60		\$27.12	\$27.12	\$113,904.00	\$0.00	\$113,904.00
<b>A la Carte Services</b>									
85144	AXON BODY - PSO - STARTER	1			\$13,000.00	\$6,500.00	\$6,500.00	\$0.00	\$6,500.00
<b>Total</b>							<b>\$461,799.50</b>	<b>\$0.00</b>	<b>\$461,799.50</b>

**Delivery Schedule**

**Hardware**

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	2	1	02/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	02/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	24	1	02/01/2025

### Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	70	1	02/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	6	1	02/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	2	1	02/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	27	1	02/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	77	1	02/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	7	1	02/01/2025
AB4 Camera Bundle	74020	AXON BODY - MOUNT - MAGNET FLEXIBLE RAPIDLOCK	77	1	02/01/2025
AB4 Camera Bundle	74020	AXON BODY - MOUNT - MAGNET FLEXIBLE RAPIDLOCK	7	1	02/01/2025
AB4 Camera Bundle	74020	AXON BODY - MOUNT - MAGNET FLEXIBLE RAPIDLOCK	2	1	02/01/2025
AB4 Camera Bundle	74020	AXON BODY - MOUNT - MAGNET FLEXIBLE RAPIDLOCK	27	1	02/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	1	1	02/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	3	1	02/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	1	1	02/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	02/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	3	1	02/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	02/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	02/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	3	1	02/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	02/01/2025
A la Carte	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	24	1	02/01/2025
A la Carte	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	70	1	02/01/2025
A la Carte	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	6	1	02/01/2025
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	6	1	08/01/2027
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	72	1	08/01/2027
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	24	1	08/01/2027
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	1	1	08/01/2027
Body Worn Camera TAP Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	6	1	10/01/2028
Body Worn Camera TAP Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	72	1	10/01/2028
Body Worn Camera TAP Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	1	1	10/01/2028
Body Worn Camera TAP Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	24	1	10/01/2028

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	35	03/01/2025	02/28/2030
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	70	03/01/2025	02/28/2030
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	6	03/01/2025	02/28/2030
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	24	03/01/2025	02/28/2030

### Services

Bundle	Item	Description	QTY
A la Carte	85144	AXON BODY - PSO - STARTER	1

### Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	70	02/01/2026	02/28/2030
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	2	02/01/2026	02/28/2030
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	6	02/01/2026	02/28/2030



**Warranties**

<b>Bundle</b>	<b>Item</b>	<b>Description</b>	<b>QTY</b>	<b>Estimated Start Date</b>	<b>Estimated End Date</b>
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	24	02/01/2026	02/28/2030
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	1	02/01/2026	02/28/2030

## Shipping Locations

Location Number	Street	City	State	Zip	Country
1	822 MEMORIAL DR	LEBANON	OH	45036-2355	USA

## Payment Details

Feb 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
WCSO Upfront Payment	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	70	\$2,730.00	\$0.00	\$2,730.00
WCSO Upfront Payment	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	24	\$936.00	\$0.00	\$936.00
WCSO Upfront Payment	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	6	\$234.00	\$0.00	\$234.00
WCSO Upfront Payment	BWCamTAP	Body Worn Camera TAP Bundle	24	\$0.00	\$0.00	\$0.00
WCSO Upfront Payment	BWCamTAP	Body Worn Camera TAP Bundle	6	\$0.00	\$0.00	\$0.00
WCSO Upfront Payment	H00001	AB4 Camera Bundle	1	\$0.00	\$0.00	\$0.00
WCSO Upfront Payment	H00001	AB4 Camera Bundle	6	\$3,294.00	\$0.00	\$3,294.00
WCSO Upfront Payment	H00001	AB4 Camera Bundle	24	\$13,176.00	\$0.00	\$13,176.00
WCSO Upfront Payment	H00001	AB4 Camera Bundle	70	\$38,430.00	\$0.00	\$38,430.00
WCSO Upfront Payment	H00002	AB4 Multi Bay Dock Bundle	1	\$1,638.90	\$0.00	\$1,638.90
WCSO Upfront Payment	H00002	AB4 Multi Bay Dock Bundle	1	\$1,638.90	\$0.00	\$1,638.90
WCSO Upfront Payment	H00002	AB4 Multi Bay Dock Bundle	3	\$4,916.70	\$0.00	\$4,916.70
Yr 1 Deerfield	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	24	\$7,810.57	\$0.00	\$7,810.57
Yr 1 Deerfield	BWCamTAP	Body Worn Camera TAP Bundle	24	\$9,734.39	\$0.00	\$9,734.39
Yr 1 Deerfield	BWCamTAP	Body Worn Camera TAP Bundle	1	\$0.00	\$0.00	\$0.00
Yr 1 South Lebanon	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	6	\$1,952.63	\$0.00	\$1,952.63
Yr 1 South Lebanon	BWCamTAP	Body Worn Camera TAP Bundle	6	\$2,433.61	\$0.00	\$2,433.61
Yr 1 WCSO	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	35	\$4,557.00	\$0.00	\$4,557.00
Yr 1 WCSO	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	70	\$22,780.81	\$0.00	\$22,780.81
Yr 1 WCSO	85144	AXON BODY - PSO - STARTER	1	\$1,300.00	\$0.00	\$1,300.00
Yr 1 WCSO	BWCamTAP	Body Worn Camera TAP Bundle	70	\$28,391.99	\$0.00	\$28,391.99
<b>Total</b>				<b>\$145,955.50</b>	<b>\$0.00</b>	<b>\$145,955.50</b>

Feb 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Yr 2 Deerfield	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	24	\$7,810.57	\$0.00	\$7,810.57
Yr 2 Deerfield	BWCamTAP	Body Worn Camera TAP Bundle	1	\$0.00	\$0.00	\$0.00
Yr 2 Deerfield	BWCamTAP	Body Worn Camera TAP Bundle	24	\$9,734.39	\$0.00	\$9,734.39
Yr 2 South Lebanon	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	6	\$1,952.63	\$0.00	\$1,952.63
Yr 2 South Lebanon	BWCamTAP	Body Worn Camera TAP Bundle	6	\$2,433.61	\$0.00	\$2,433.61
Yr 2 WCSO	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	35	\$4,557.00	\$0.00	\$4,557.00
Yr 2 WCSO	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	70	\$22,780.81	\$0.00	\$22,780.81
Yr 2 WCSO	85144	AXON BODY - PSO - STARTER	1	\$1,300.00	\$0.00	\$1,300.00
Yr 2 WCSO	BWCamTAP	Body Worn Camera TAP Bundle	70	\$28,391.99	\$0.00	\$28,391.99
<b>Total</b>				<b>\$78,961.00</b>	<b>\$0.00</b>	<b>\$78,961.00</b>

Feb 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Yr 3 Deerfield	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	24	\$7,810.57	\$0.00	\$7,810.57

<b>Feb 2027</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Yr 3 Deerfield	BWCamTAP	Body Worn Camera TAP Bundle	1	\$0.00	\$0.00	\$0.00
Yr 3 Deerfield	BWCamTAP	Body Worn Camera TAP Bundle	24	\$9,734.39	\$0.00	\$9,734.39
Yr 3 South Lebanon	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	6	\$1,952.63	\$0.00	\$1,952.63
Yr 3 South Lebanon	BWCamTAP	Body Worn Camera TAP Bundle	6	\$2,433.61	\$0.00	\$2,433.61
Yr 3 WCSO	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	35	\$4,557.00	\$0.00	\$4,557.00
Yr 3 WCSO	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	70	\$22,780.81	\$0.00	\$22,780.81
Yr 3 WCSO	85144	AXON BODY - PSO - STARTER	1	\$1,300.00	\$0.00	\$1,300.00
Yr 3 WCSO	BWCamTAP	Body Worn Camera TAP Bundle	70	\$28,391.99	\$0.00	\$28,391.99
<b>Total</b>				<b>\$78,961.00</b>	<b>\$0.00</b>	<b>\$78,961.00</b>

<b>Feb 2028</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Yr 4 Deerfield	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	24	\$7,810.57	\$0.00	\$7,810.57
Yr 4 Deerfield	BWCamTAP	Body Worn Camera TAP Bundle	24	\$9,734.39	\$0.00	\$9,734.39
Yr 4 Deerfield	BWCamTAP	Body Worn Camera TAP Bundle	1	\$0.00	\$0.00	\$0.00
Yr 4 South Lebanon	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	6	\$1,952.63	\$0.00	\$1,952.63
Yr 4 South Lebanon	BWCamTAP	Body Worn Camera TAP Bundle	6	\$2,433.61	\$0.00	\$2,433.61
Yr 4 WCSO	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	35	\$4,557.00	\$0.00	\$4,557.00
Yr 4 WCSO	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	70	\$22,780.81	\$0.00	\$22,780.81
Yr 4 WCSO	85144	AXON BODY - PSO - STARTER	1	\$1,300.00	\$0.00	\$1,300.00
Yr 4 WCSO	BWCamTAP	Body Worn Camera TAP Bundle	70	\$28,391.99	\$0.00	\$28,391.99
<b>Total</b>				<b>\$78,961.00</b>	<b>\$0.00</b>	<b>\$78,961.00</b>

<b>Feb 2029</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Yr 5 Deerfield	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	24	\$7,810.57	\$0.00	\$7,810.57
Yr 5 Deerfield	BWCamTAP	Body Worn Camera TAP Bundle	1	\$0.00	\$0.00	\$0.00
Yr 5 Deerfield	BWCamTAP	Body Worn Camera TAP Bundle	24	\$9,734.39	\$0.00	\$9,734.39
Yr 5 South Lebanon	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	6	\$1,952.63	\$0.00	\$1,952.63
Yr 5 South Lebanon	BWCamTAP	Body Worn Camera TAP Bundle	6	\$2,433.61	\$0.00	\$2,433.61
Yr 5 WCSO	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	35	\$4,557.00	\$0.00	\$4,557.00
Yr 5 WCSO	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	70	\$22,780.81	\$0.00	\$22,780.81
Yr 5 WCSO	85144	AXON BODY - PSO - STARTER	1	\$1,300.00	\$0.00	\$1,300.00
Yr 5 WCSO	BWCamTAP	Body Worn Camera TAP Bundle	70	\$28,391.99	\$0.00	\$28,391.99
<b>Total</b>				<b>\$78,961.00</b>	<b>\$0.00</b>	<b>\$78,961.00</b>

**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

*\* [Handwritten Signature]*

Signature

*11-26-2024*

Date Signed

10/31/2024



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

# Resolution

Number 24-1593

Adopted Date November 26, 2024

ENTERING INTO AN AGREEMENT WITH 22THREE TO PROVIDE INDOOR RANGE FACILITY USE, ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE


BE IT RESOLVED, to approve and enter into agreement with 22three to provide indoor range facility use, on behalf of the Warren County Sheriff's Office. Copy of agreement is attached hereto and made a part hereof.

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a – 22three  
Sheriff (file)



## AGREEMENT FOR USE OF FACILITIES

**22three, Inc.** is an Ohio Corporation ("22three") which operates a retail outlet selling firearms and related goods, a shooting range and provides other related services. The **Warren County Board of County Commissioners** on behalf of the **Warren County Sheriff's Office** (hereinafter termed together as "Warren County") is a subdivision of government of the State of Ohio created under the laws of the State of Ohio. 22three and Warren County enter into this Agreement For Use of Facilities (the "Agreement") on November \_\_\_\_, 2024.

22three owns a shooting range consisting of two (2) bays (each a "Bay"). Each Bay consists of six (6) shooting lanes (each a "Lane"). 22three also owns facilities that consist of classroom spaces (each a "Classroom"). The Bay and the Classroom licensed for use to Warren County are collectively referred to as the "Facilities" herein. Upon terms and conditions and mutual consideration set forth herein, 22three licenses to Warren County for the use of training the employees of the Warren County Sheriff's Office (each individually an "Employee" and collectively "Employees") the use of one Bay and one classroom of 22three's choice on each of six (6) days at a rate as provided herein.

1. Warren County will pay a package price of Two Thousand Seven Hundred and 00/100 Dollars (\$2,700.00) ("License Fee") to 22three within forty-five (45) days of the execution of this Agreement.
2. Upon payment of the License Fee, 22three licenses the use of the Facilities for a period of ten (10) hours on each of four (4) days and eleven hours on each of two (2) days (the "Scheduled Period(s)"). Warren County will have exclusive use of the Bay and the Classroom for the entirety of the ten (10) hours on each of the four (4) days and eleven (11) hours on each of two (2) days. Five (5) days are to be scheduled Monday through Thursday and will begin at 8:00 am eastern time and will end not later than 7:00 pm eastern time. One (1) of the ten (10) hour days is to be scheduled on a Friday. All six (6) days must be used within one (1) year of the execution of this Agreement. No refund shall issue if all six (6) days are not used within such one (1) year period. Either party may reschedule a Scheduled Period with at least twenty-four (24) hours advance written notice.
3. Warren County shall provide at least seven (7) days' prior advance written notice to 22three of its request to schedule the use the Facilities for the training of the Employees. 22three will use reasonable business efforts to accommodate Warren County's request to use the Facilities.
4. Warren County will use the Facilities exclusively to train, instruct and educate the Employees during the Schedules Periods.
5. During Scheduled Periods, Warren County shall possess the exclusive use and control of the Facilities, shall provide all instruction, education and training, and shall provide for and ensure the safety of all individuals within the Facilities. In addition to all other safety precautions and training provided by Warren County, Warren County shall ensure that all persons entering into the Facilities during the Scheduled Periods shall comply with all policies and range rules of 22three.

13. Warren County understands that 22three supports the NRA recommendation to avoid recreational or training shooting during pregnancy. Warren County will ensure that any Employee who Warren County is aware is pregnant is made aware of and accepts the risk to the Employee's fetus. If the Employee chooses to enter the shooting range, whether planning to shoot or to observe, Warren County will ensure the Employee accepts their own risk and the risk to the unborn child.
14. Warren County will ensure that each Employee discloses all relevant pre-existing injuries or health concerns that may limit, interfere with or be exacerbated by participation in using firearms in the Bay or participating in any training provided Warren County. Warren County will also ensure that in the event that any Employee has health concerns while utilizing firearms in the Bay or during training, that Warren County will appropriately curtail any use of the Bay or training for that Employee immediately and will inform 22three of such circumstance.
15. Each 22three and Warren County will provide a designated individual and adequate contact information to include at least a telephone number and an email address for communication relating to this Agreement (each an "Official Designee"). The Official Designee of each party will have the authority to schedule the use of the Facilities and to make decisions relating to this Agreement on behalf of the respective party hereto. Official Designees may be substituted in writing.
16. Should 22three need to contact an Employee for necessary communication, it will contact the Official Designee of Warren County. The Official Designee of Warren County will then take appropriate steps to relay any necessary communication to the Employee.
17. Warren County recognizes and acknowledges it has read and understands 22three's range safety rules. Prior to use of any Bay by an Employee, Warren County will require each such Employee to read, understand and abide by the range safety rules of 22three as well as by all safety rules and procedures promulgated by Warren County. Warren County understands and agrees that failure to abide by the range safety rules could result in temporary or permanent ejection from the Facilities of a violating Employee and potential termination of Warren County's access to the Facilities for the balance of the scheduled day. Warren County will ensure the Employees recognize and understand the same.
18. Warren County shall carry statutory worker's compensation insurance as required by law.
19. Warren County hereby agrees that it is aware of the fact that there may be personnel and business invitees of 22three and other participants in 22three's shooting range and upon 22three's business premises. Warren County recognizes that there is a risk and danger of property damage, personal injury or death inherent in the selection or use of any firearm, ammunition, edged weapon, equipment or gear provided to or used by Employees, agents and contracted servants in the participation of training programs and/or use of a Bay. Warren County will ensure that the employees of the Warren County Sheriff's Office are aware of such risk and danger.
20. Warren County and 22three each voluntarily assume exclusively its own risk and danger, and the risk and danger of its own employees, agents and contracted servants in the participation of training programs and/or use of the shooting range.
21. Should any liability arise related to this Agreement, Warren County agrees to be responsible for any personal injury or property damage caused by its own negligent conduct and that of its own employees, agents and contracted servants. Likewise, 22three agrees to be responsible for any personal injury or property damage caused by its own negligent conduct and that of its own employees, agents and contracted servants. Both Warren County and 22three further agree to defend exclusively itself and its own employees, agents and contracted servants and pay any judgments and costs arising therefrom. Nothing in this Agreement shall impute or transfer any such liability from one party to the other. The parties agree to name one another as an "additional insured" upon their general liability policies during the term of this Agreement.
22. It is the desire and intent of the parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited, or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any



# Resolution

Number 24-1594

Adopted Date November 26, 2024

AUTHORIZING THE ACCEPTANCE OF QUOTE #IN-116171 FROM ALLSTATE TOWER, FOR TOWER INSPECTIONS AT ALL COUNTY TOWER SITES, ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Allstate Tower will inspect the following Tower sites: Manchester, Hatfield, Snider, Goose Creek, Lytle, EOC, Washington Township, Blackhawk, Zoar and ODOT as indicated on the attached quote.

NOW THEREFORE BE IT RESOLVED, to accept quote from AllState Tower on behalf of Warren County Telecommunications for all County tower site inspections as attached hereto and a part hereof.

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a—Allstate Tower  
Telecom (file)

# ALLSTATE TOWER

PITTSBURGH  
TANK & TOWER  
GROUP



"100 years and still climbing"

P.O. Box 25  
Henderson, KY 42419  
ph. (270) 830-8512  
fax (270) 228-4551  
www.ptlg.com

Job Number: IN-116171  
Order Date: November 19, 2024  
PO Number:  
Shipping Terms: undefined  
Shipping Method: undefined

Warren County Telecommunications Dept.  
500 Justice Dr.  
Lebanon, OH 45036  
Corey Burton, Communications System Manager  
513-695-1177  
Corey.Burton@wcoh.net

EOC  
500 Justice Drive  
Lebanon, OH 45036  
Corey Burton  
513-695-1177  
Corey.Burton@wcoh.net  
Warren County

PAYMENT TERMS: Payment Due Upon Receipt of Invoice

Qty	Item	Unit Price	Total
1	<b>IN116171-A</b> (10) Sites Located in OH  1. Mobilize to tower site. 2. Perform formal tower inspection of each tower. 3. Spot check tower structural bolts for proper torque. 4. Guyed towers will be checked for plumb and guy tension recorded only. 5. Secure loose coax when encountered. 6. Provide written report for each site.  Unit Price - \$1,950.00 each  Manchester - 250' SST Hatfield - 320' SST Snider - 262' SST Goose Creek - 180' SST Lyle - 170' SST EOC - 180' SST Washington TWP. - 200' SST Blackhawk ♦ 185♦ GT Zoar ♦ 480♦ GT ODOT ♦ 200♦ SST	\$19,500.00	\$19,500.00
1	<b>IN116171-B</b>  Remove and replace (1) antenna at the Hatfield location -\$3,850	\$3,850.00	\$3,850.00

**Order Total                    \$23,350.00**



Additional Notes: We are pleased to provide the following quotation. \*\*\*Allstate Tower, Inc. reserves the right to correct errors and omissions on this quote. \*\*\*All prices are F.O.B. factory and subject to revision 15 days from date of quotation.\*\*\*Price includes loading steel on flatbed trailer for domestic shipping. Price will be adjusted if palletizing is required for international/container shipping.

Signature: [Signature] Date of Acceptance: 11-26-24  
Printed Name: Tom Grossmann Title: Vice President

By accepting the proposal you are agreeing to the terms and conditions included within. Payments made by credit card may be subject to a processing fee of 3%. Interest may be applied to payments not received in accordance to payment terms.

ALLSTATE TOWER, INC.

By: [Signature]

Print

Name: Kevin Both

Title: vp sales

Date: 11-14-24

APPROVED AS TO FORM

[Signature]  
Derek B. Faulkner  
Asst. Prosecuting Attorney

**TERMS & CONDITIONS – GENERAL**

**JOB NUMBER IN-116171**

The Proposal is written for immediate acceptance by OWNER and will automatically expire if not accepted within thirty days. The Proposal is subject to withdrawal by CONTRACTOR without notice and shall become a binding contract after its acceptance by OWNER and approval in writing by an authorized agent of the CONTRACTOR. The Proposal shall be in all respects subject to the following terms and conditions, which shall, together with the Proposal, constitute the Agreement between the OWNER and CONTRACTOR, which together will be referred to as the "PARTIES."

1. ~~**PARAGRAPH NOT USED.** The PARTIES agree to indemnify and hold each other harmless from any or all damages sustained by the indemnifying PARTY and/or its or their employees or agents as a direct or proximate result of the failure of the indemnifying PARTY to comply with Federal, State and/or Local safety requirements~~
2. All pricing and schedules offered are subject to prior sale. Quotes on steel material (both Carbon and Stainless) are based on the mill price at time of quote. Due to the volatility of the market at this time, material pricing can be revised upon placement of the steel order based on current AMM market rates. Schedule and pricing is based on material availability. No changes in the provision of materials, work or extra work shall be performed or compensated without prior written agreement executed by the PARTIES
3. All towers are quoted assuming normal EIA soil conditions of 4,000 psf at frost line and unrestricted site, unless otherwise noted. If soils reports are provided, tower foundation designs will be based on information provided. Special piers, pilings, blasting, pumping, clearing of land, land surveying, extra concrete, soil analysis, building permits, inspectors/inspections, local taxes, etc. are not included and, if required, will be responsibility of the OWNER.
4. Installation of transmission lines or waveguide will be terminated at the base of the tower unless otherwise noted. Installation included in quotation is for lines only and does not include installing end fittings. Prices assume lighting circuitry will be terminated at the base of tower. Prices do not include wiring to lighting control or main distribution panel. This work is to be performed by OWNER. Prices do not include connection of shelter electrical load center to power source.
5. Installation prices are based on the CONTRACTOR using his normal erection procedure, good site accessibility for delivery and concrete trucks and non-union labor.
6. Quotation prices do not include winter working conditions which are defined as snow, ice and/or freezing rain and a wind chill factor less than 15 degrees.
7. If required, the handling, removal and/or disposal of hazardous or contaminated material, such as asbestos, lead, chemicals or any like substance that requires special handling or that must be taken to a specific dump/disposal site is not included in the quotation for work submitted herein.
8. Site is to be accessible by a two-wheel drive vehicle. Guy wire paths and anchors are to be clear and accessible or additional charges will be made.
9. If required in this proposal, crew will assist customer personnel with path alignments not to exceed 4 hours if customer is ready for alignments prior to other work being completed.

10. ~~The PARTIES agree to indemnify and hold harmless its or their officers, directors, employees and agents from and against any and all loss or liability for any and all claims, losses, damages, demands, expenses, penalties or costs (including attorney's fees) resulting from any injury to any person or damage to property of other PARTY arising directly from the indemnifying PARTY's performance of the Contract and caused solely by the negligence of the indemnifying PARTY, in performing services under this Contract, including but not limited to damage to the tower as the direct result of Force Majeure (as defined in Paragraph 10), willful or accidental tort by any indemnifying party, and failure of the foundation or earth under the foundation of the tower. However, OWNER will indemnify and hold harmless CONTRACTOR from and against any and all loss or liability from any and all claims, losses, damages, demands, expenses, penalties or costs (including attorney's fees) resulting from any injury to the indemnifying person or damage to property when the liability, loss or damage is caused by or arises out of the negligence of OWNER or of its officers, agents or employees. CONTRACTOR will indemnify and hold harmless OWNER from and against any and all loss or liability from any and all claims, losses, damages, demands, expenses, penalties or costs (including attorney's fees) resulting from any injury to any person or damage to property when the liability, loss or damage is caused by or arises out of the negligence of CONTRACTOR or of its officers, agents or employees.~~

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. If the performance of this Contract, or any obligation there under, is interfered with by reason or any circumstances beyond reasonable control of the PARTY affected (Force Majeure), including, without limitation, fire, lightning, explosion or other casualty, power failure, acts of God, war, revolution, civil commotion or acts of public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest including, without limitations, strikes, slowdowns, picketing or boycotts, then the PARTY affected shall be excused from such performance on a day-to-day basis.
12. OWNER understands and agrees that the extent of CONTRACTOR's liability shall run to the work performed by CONTRACTOR on the OWNER's property and shall not include liability for any latent defects that may exist as a result of the original manufacturer's efforts and in no way attributable to CONTRACTOR's negligence.
13. OWNER agrees to keep said property insured against loss or damage by fire or by the elements of its own expense for an amount not less than the deferred balance so long as any thereof remains unpaid.
14. In the event OWNER requests CONTRACTOR to work in excess of CONTRACTOR's job work week, OWNER agrees to reimburse CONTRACTOR for the additional costs incurred for such overtime work and said overtime premium shall be in addition to the contract price. Excess work will not be performed and additional costs will not be paid without prior written agreement executed by the PARTIES.

15. ~~This contract shall not be subject to cancellation by the OWNER either in whole or in part; and in the event the OWNER attempts to cancel such agreement the OWNER shall be liable to the CONTRACTOR for all loss, costs and expenses of every sort and description whatsoever which the CONTRACTOR may previously have suffered or incurred or may thereafter suffer or incur by reason of refusal of the OWNER to carry out such agreement, whether the results to the CONTRACTOR of such refusal by the OWNER to carry out such agreement are foreseeable or not.~~

This contract may be terminated for convenience by the OWNER upon 15 days prior written notice. CONTRACTOR shall be compensated for any work performed as of the date of termination.

16. If, during the progress of the work, the OWNER desires to make any changes, the CONTRACTOR shall be properly paid by the OWNER for any additional expense caused by such changes and shall be notified in writing of any such changes. Extra work or material not covered by a specified price shall be billed and paid for at our standard rates for Time & Materials. No changes in the work or extra work shall be performed or compensated without prior written agreement executed by the PARTIES. No material is to be returned to the CONTRACTOR for any reason, without the CONTRACTOR'S written permission.
17. If any material furnished by the CONTRACTOR is alleged by the OWNER to be defective or incorrectly manufactured and is rejected by the OWNER, the OWNER shall promptly notify the CONTRACTOR. The CONTRACTOR shall have the option of replacing or correcting within reasonable time any defective material or fault in manufacture at its own expense or of reimbursing the OWNER the agreed cost of such replacement or correction. The OWNER shall not furnish any materials or do any work for the CONTRACTOR's account without written authorization by the CONTRACTOR and definite written agreement from the CONTRACTOR as to the consideration. ~~and~~ In no case shall the CONTRACTOR be liable for more than the price charged by the CONTRACTOR for such material as may prove defective, and no payments shall be withheld by the OWNER pending adjustment of liability for alleged errors and the cost of correcting the same. Any complaint or claim in connection with any material furnished hereunder must be made not later than ten days after receipt of same, otherwise it is understood such material is satisfactory.
18. It is expressly agreed that there are no promises, agreements, or understandings outside of this instrument, and any subsequent cancellation or modifications must be mutually agreed upon in writing. The PARTIES understand and agree that in the event of change in the work it is agreed to by the PARTIES that the said change shall not relieve guarantors of sureties of its obligations.
19. ~~OWNER further understands and agrees that all Federal, State, and Municipal Taxes of any nature and kind that may be imposed on CONTRACTOR with respect to the products described herein shall be in addition to the contract price and OWNER assumes the obligation for paying for said additional costs being incurred by CONTRACTOR.~~

OWNER is a governmental entity and is tax-exempt.

20. PARAGRAPH NOT USED.

~~OWNER shall reimburse CONTRACTOR for any and all expenses that may be incurred by the CONTRACTOR in the event CONTRACTOR is required to take legal action in order to collect the consideration set out herein. This shall include CONTRACTOR's attorney's fees that may be incurred in collecting the sum set out herein.~~

21. OWNER agrees that CONTRACTOR may at its option accept payments of principal or interest past due or partial payments or money due without any manner modifying the terms of this contract and that such acceptance shall not be construed as a waiver of any subsequent fault on OWNER's part.

22. PARAGRAPH NOT USED.

~~OWNER agrees that in the event of default in making payments as set out under the contract, CONTRACTOR shall have the right and option to declare the entire contract price due upon demand being made by the CONTRACTOR.~~

23. Inasmuch as the CONTRACTOR carries liability insurance, all liability claims MUST be investigated and settled by our insurance company. Therefore, the OWNER specifically agrees not to withhold sums due the CONTRACTOR under this contract by reason of any alleged insurance claims against the CONTRACTOR.

24. At all times, until the job completed, all material, equipment, etc. supplied by the CONTRACTOR shall be considered the property of Allstate Tower, Inc. Should OWNER fail to make any and all scheduled payments, CONTRACTOR has the option of reclaiming all material ~~or exercising the above clause #19.~~

25. Down time for materials furnished by OWNER not on the job site when the crew arrives to perform the work will be billed at \$100.00 per man hour based on an 8 hour working day.

26. ~~OWNER and CONTRACTOR agree that the exclusive venue for any litigation arising out of or relating to this proposal shall be in the Circuit Court of Henderson County, Kentucky and that this proposal and any litigation arising thereunder shall be governed, construed and interpreted according to Kentucky law. In the event OWNER initiates any litigation against CONTRACTOR in contravention of this venue provision, OWNER shall pay CONTRACTOR's attorney's fees and costs incurred in obtaining a dismissal and transfer of the litigation to the proper venue in the Circuit Court of Henderson County, Kentucky. OWNER and CONTRACTOR hereby waive any right they may otherwise have to venue in a federal court including, but not limited to, any right arising under federal question or diversity jurisdiction.~~

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

27. It is specifically understood and agreed by the PARTIES that if any part, term, or provision of this proposal is declared or determined by any court to be illegal or invalid, the validity, meaning and

intent of the remaining parts, terms or provisions shall not be affected and the illegal or invalid part, term or provision shall be deemed to be not a part of this Agreement. The removal of the illegal or invalid part shall not operate to alter the intent of the remaining language within the proposal, to the extent possible.

28. Finished projects will be stored at the AST facility free of charge until shipment, for a period of up to 3 months from date of completion. Thereafter, AST reserves the right to apply storage fees equal to 0.35% of the contract amount, with a minimum charge of \$100/month, per project.
29. ESCALATION AND MATERIAL CLAUSE: In the event of significant delay or price increase of material, equipment, or energy occurring during the performance of the contract through no fault of the CONTRACTOR, the contract sum, time of completion, type of material used, or contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents. No changes in the provision of materials, work or extra work shall be performed or compensated without prior written agreement executed by the PARTIES.  
~~A change in price of an item or material, equipment, or energy will be considered significant when the price of an item fluctuates 10 percent between the date of this contract and the date of completion.~~
30. CONTRACTOR shall carry Commercial General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. CONTRACTOR shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

CONTRACTOR further agrees that if any Commercial General Liability or Professional Liability coverage is on a "claims made" basis, the policy provide that in the event this Agreement is terminated, CONTRACTOR shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement.

By endorsement to the Commercial General Liability or Professional Liability coverage, OWNER shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Commercial General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted.

CONTRACTOR shall provide OWNER with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to OWNER. Such certificates shall provide that the insurer notify OWNER in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to OWNER not less than 30 days prior to said cancellation date. CONTRACTOR shall also deliver to OWNER, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

CONTRACTOR shall carry statutory worker's compensation insurance as required by law and shall provide OWNER with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement.

Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement.



31. Each PARTY has the power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Agreement.

Quote # 2



# Tri County Tower

8900 Maltoning Avenue  
North Jackson, Ohio 44451

## TCT Proposal

Job # 15119

October 14, 2024

Page # 1

CLIENT:

Warren County Ohio(Tele Dept)  
804 E SR22 & 3  
South Lebanon OH 45152

Phase/Description	Amount
<b>15119 Warren Co INSP 2024-2025</b>	
<b>1 Blackhawk*</b>	
1 Site Work	5,812.30
Labor, Equipment, Supervision, and Insurance for: TCT to Mobilize to/from Warren County Sites:	
This proposal is for reference only.	
This proposal has mobilization/perdiem/hotel averaged across all sites.	
All jobs will be billed at a time an material basis.	
TCT to perform an inspection at all Warren County Sites. As well as any additional work needed while on site.	
Blackhawk	
EOC	
Goose Creek	
Hatfield	
Lytle	
Manchester	
ODOT	
Snider	
Washington Township	
Zoar	
	<b>Phase Total: 5,812.30</b>
<b>2 EOC*</b>	
1 Site Work	5,812.30
	<b>Phase Total: 5,812.30</b>
<b>3 Goose Creek*</b>	
1 Site Work	3,787.37

- Proposal is based on access with two-wheel drive vehicle unless noted above.
- Tri County Tower LLC (TCT) reserves the right to cancel the work day due to inclement weather.
- Quoted labor pricing is good for thirty (30) days from day of quote, Material pricing is based on day of quote.
- Final Material pricing will be adjusted and locked in upon receipt of a purchase order.
- This proposal is based on information supplied by the client, post change orders may be required if unforeseen changes or modifications of the scope of work.
- TCT is not responsible for any delays beyond our control, including but not limited to acts of God, weather conditions, strikes, lockouts, unsuitable or unsafe site conditions or delays caused by others at jobsite. In the event our work is delayed through no fault of our own, the client is responsible for additional costs.
- Payment due in full, net 30 days from date of invoice - cash or check. We accept all major credit cards if paid within ten days of invoice date.
- Finance charges of 8% will be applied to any invoices over 30 days past due, in perpetuity, every 30 days to any balance owed.

Please Review, Updated 08-2024



# Tri County Tower

8900 Mahoning Avenue  
North Jackson, Ohio 44451

## TCT Proposal

Job # 15119

October 14, 2024

Page # 2

CLIENT:

Warren County Ohio(Tele Dept)  
804 E SR22 & 3  
South Lebanon OH 45152

Phase/Description	Amount
	<b>Phase Total: 3,787.37</b>
<b>4 Hatfield</b>	
1 Site Work	4,192.36
	<b>Phase Total: 4,192.36</b>
<b>5 Lytle</b>	
1 Site Work	3,382.38
	<b>Phase Total: 3,382.38</b>
<b>6 Manchester*</b>	
1 Site Work	4,192.36
	<b>Phase Total: 4,192.36</b>
<b>7 ODOT</b>	
1 Site Work	3,787.37
	<b>Phase Total: 3,787.37</b>
<b>8 Snider*</b>	
1 Site Work	4,192.36
	<b>Phase Total: 4,192.36</b>
<b>9 Washington Township</b>	
1 Site Work	3,382.38
	<b>Phase Total: 3,382.38</b>
<b>10 Zoar</b>	
1 Site Work	5,812.30
	<b>Phase Total: 5,812.30</b>
<b>11 Tax</b>	
2 Tax	
Exempt	

- Proposal is based on access with two-wheel drive vehicle unless noted above.
- Tri County Tower LLC (TCT) reserves the right to cancel the work day due to inclement weather.
- Quoted labor pricing is good for thirty (30) days from day of quote, Material pricing is based on day of quote.
- Final Material pricing will be adjusted and locked in upon receipt of a purchase order.
- This proposal is based on information supplied by the client, post change orders may be required if unforeseen changes or modifications of the scope of work.
- TCT is not responsible for any delays beyond our control, including but not limited to acts of God, weather conditions, strikes, lockouts, unsuitable or unsafe site conditions or delays caused by others at jobsite. In the event our work is delayed through no fault of our own, the client is responsible for additional costs.
- Payment due in full, net 30 days from date of invoice - cash or check. We accept all major credit cards if paid within ten days of invoice date.
- Finance charges of 8% will be applied to any invoices over 30 days past due, in perpetuity, every 30 days to any balance owed.

Please Review, Updated 08-2024



# Tri County Tower

8900 Mahoning Avenue  
North Jackson, Ohio 44451

## TCT Proposal

Job # 15119

October 14, 2024

Page # 3

CLIENT:

Warren County Ohio(Tele Dept)  
804 E SR22 & 3  
South Lebanon OH 45152

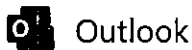
Phase/Description	Amount
Phase Total:	0.00
Grand Total:	44,353.48

**Notes:**

Additional labor or materials necessary above and beyond the customer provided scope of work (SOW) will be billed on a "Time and Materials" basis at the current rate. If the Tower is deemed "Unsafe to Climb" for any reason by TCT qualified climber, charges will be for mobilization and time on site only.

- Proposal is based on access with two-wheel drive vehicle unless noted above. Please Review, Updated 08-2024
  - Tri County Tower LLC (TCT) reserves the right to cancel the work day due to inclement weather.
  - Quoted labor pricing is good for thirty (30) days, from day of quote, Material pricing is based on day of quote.
  - Final Material pricing will be adjusted and locked in upon receipt of a purchase order.
  - This proposal is based on information supplied by the client, post change orders may be required if unforeseen changes or modifications of the scope of work.
  - TCT is not responsible for any delays beyond our control, including but not limited to acts of God, weather conditions, strikes, lockouts, unsuitable or unsafe site conditions or delays caused by others at jobsite. In the event our work is delayed through no fault of our own, the client is responsible for additional costs.
  - Payment due in full, net 30 days from date of invoice - cash or check. We accept all major credit cards if paid within ten days of invoice date.
  - Finance charges of 8% will be applied to any invoices over 30 days past due, in perpetuity, every 30 days to any balance owed.
- PREPARED BY: Grant Brown / office (330)538-9878 / mobile: (330) 717-1636/ fax (330)538-9879 / e-mail: gbrown@tricitytower.com

Quote # 3



RE: Tower Quote

From Justin B. Ruh <jruh@pauljford.com>  
Date Tue 11/5/2024 3:16 PM  
To Corey Burton <Corey.Burton@wcoh.net>; Sean M. Smith <ssmith@pauljford.com>  
Cc pjftelcom <pjftelcom@pauljford.com>

**This Message Is From an External Sender**

This message came from outside your organization.

Corey,

I apologize for the delay. Our vendor did not reply with a quote for the work, so we will be unable to quote the work at this time. Sorry for the confusion.

**Justin Ruh, PE | Director of Engineering**

Office: 614.221.6679 | Direct: 614.448.4129 | [jruh@pauljford.com](mailto:jruh@pauljford.com) | [pauljford.com](http://pauljford.com)

**From:** Corey Burton <Corey.Burton@wcoh.net>  
**Sent:** Tuesday, November 5, 2024 8:09 AM  
**To:** Justin B. Ruh <jruh@pauljford.com>; Sean M. Smith <ssmith@pauljford.com>  
**Cc:** pjftelcom <pjftelcom@pauljford.com>  
**Subject:** RE: Tower Quote

Caution: External Email

Justin,

I have not heard from you in a while. Where you able to put a quote together?

Thank you



**Corey Burton**  
Communications System Manager  
Warren County Telecommunications  
500 Justice Drive | Lebanon, Ohio 45036  
513-695-1177 office  
513-695-2973 fax  
[www.warrencountytelecom.com](http://www.warrencountytelecom.com)

**From:** Justin B. Ruh <jruh@pauljford.com>  
**Sent:** Thursday, October 17, 2024 2:32 PM  
**To:** Corey Burton <Corey.Burton@wcoh.net>; Sean M. Smith <ssmith@pauljford.com>

# Resolution

Number 24-1595

Adopted Date November 26, 2024

AUTHORIZING ACCEPTANCE OF RENEWAL QUOTE WITH OARNET ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS OARnet will provide Licensing and VMware Renewal for existing equipment for Warren County Telecom, as indicated on the attached Quote# 41107173; and

NOW THEREFORE BE IT RESOLVED, to accept Quote# 41107173 from OARnet on behalf of Warren County Telecommunications; as attached hereto and a part hereof.

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a—OARnet  
Telecom (file)



1224 Kinnear Road Columbus, Ohio 43212 • Phone: (614) 292-9191 • Fax: (614) 292-9397 • www.oar.net

**TO:** Gary Estes  
Deputy Director  
Warren County Telecommunications  
500 Justice Drive  
Lebanon, OH 45036 USA

**FROM:** OARnet  
1224 Kinnear Rd  
Columbus, OH 43212

**EMAIL:** gary.estes@wcoh.net

**EMAIL:** oarnetvmware@oar.net

**WEB:** www.oar.net

**PHONE:** (513) 695-1810

**FAX:** (614) 292-9397

**TERMS:** OARnet-VMware ELA  
Remit to: The Ohio State University  
Accounts Receivable  
PO Box 182905, Columbus, Ohio 43218-2905  
Payment Terms: Net 30  
Credit Cards: VISA/MasterCard/AMEX/DISCOVER (2.85% processing fee)

**QUOTE NO:** 41107173  
**QUOTE DATE:** 09/26/2024  
**QUOTE EXPIRES:** 11/10/2024  
**TOTAL QUOTE:** \$338,622.70

LINE NO.	PRODUCT SKU	DESCRIPTION	PRODUCT PRICE	CO-TERM COST	QTY	SUBTOTAL
<b>YEAR 1</b>						
1	VCF-CLD-FND-5	VMware Cloud Foundation 5 Start Date: 10/11/2024 End Date: 07/30/2025	\$95.00	\$79.17	560	\$44,335.20
2	VCF-VLR-PVM	VMware Live Recovery Protected VM (formerly SRM and Live Recovery) Start Date: 10/11/2024 End Date: 07/30/2025	\$203.90	\$203.90	25	\$5,097.50
<b>YEAR 1 SUBTOTAL:</b>						\$49,432.70
<b>YEAR 2</b>						
3	VCF-CLD-FND-5	VMware Cloud Foundation 5 Start Date: 07/31/2025 End Date: 07/30/2026	\$105.00	\$105.00	560	\$58,800.00
4	VCF-VLR-PVM	VMware Live Recovery Protected VM (formerly SRM and Live Recovery) Start Date: 07/31/2025 End Date: 07/30/2026	\$203.90	\$203.90	25	\$5,097.50
<b>YEAR 2 SUBTOTAL:</b>						\$63,897.50
<b>YEAR 3</b>						
5	VCF-CLD-FND-5	VMware Cloud Foundation 5 Start Date: 07/31/2026 End Date: 07/30/2027	\$115.00	\$115.00	560	\$64,400.00
6	VCF-VLR-PVM	VMware Live Recovery Protected VM (formerly SRM and Live Recovery) Start Date: 07/31/2026 End Date: 07/30/2027	\$203.90	\$203.90	25	\$5,097.50
<b>YEAR 3 SUBTOTAL:</b>						\$69,497.50
<b>YEAR 4</b>						
7	VCF-CLD-FND-5	VMware Cloud Foundation 5 Start Date: 07/31/2027 End Date: 07/30/2028	\$125.00	\$125.00	560	\$70,000.00



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LINE NO.	PRODUCT SKU	DESCRIPTION	PRODUCT PRICE	CO-TERM COST	QTY	SUBTOTAL
8	VCF-VLR-PVM	VMware Live Recovery Protected VM (formerly SRM and Live Recovery) Start Date: 07/31/2027 End Date: 07/30/2028	\$203.90	\$203.90	25	\$5,097.50
<b>YEAR 4 SUBTOTAL:</b>						\$75,097.50
<b>YEAR 5</b>						
9	VCF-CLD-FND-5	VMware Cloud Foundation 5 Start Date: 07/31/2028 End Date: 07/30/2029	\$135.00	\$135.00	560	\$75,600.00
10	VCF-VLR-PVM	VMware Live Recovery Protected VM (formerly SRM and Live Recovery) Start Date: 07/31/2028 End Date: 07/30/2029	\$203.90	\$203.90	25	\$5,097.50
<b>YEAR 5 SUBTOTAL:</b>						\$80,697.50
<b>SUBTOTAL:</b>						\$338,622.70
<b>TOTAL QUOTE:</b>						\$338,622.70

Please note, by executing this quote, you agree to purchase the above software through July 30, 2029. You have the ability to pay for the entire amount or for the current year listed. This quote reflects current pricing and is valid through the above expiration date. Prior to submitting a PO, ensure this quote has not expired. If the quote has expired, please request a refreshed quote.

**TO ORDER:** Submit a copy of this quote along with your PO to: oar.netvmware@oar.net. Quote number should be referenced on your Purchase Order.

**OARnet Terms and Conditions**

The use of these products and services are governed by the following terms and conditions provided herein.

**VMware by Broadcom Terms and Conditions**

The terms and condition OARnet negotiated with VMware by Broadcom are shown in the VMware by Broadcom Foundation Agreement available for review on the OARnet website at <https://www.oar.net/services/application>. These terms and conditions cannot be changed.

**OARnet Terms and Conditions**

**1. Payment Terms**

**Failure to Pay:** End User shall pay to OARnet the amounts set forth for the Products and Services within this quote. Payment is due upon 30 days of receipt of invoice. Pursuant to Section 2 below, OARnet may terminate this Agreement and demand End User no longer use the Product upon the failure of End User to pay charges when due. Such termination or denial will not relieve End User of responsibility of the payment of all accrued charges, plus reasonable interest, and any collection fees as allowable under Ohio Revised Code

**2. Term and Termination**

The initial term of this Agreement shall commence on the date this Agreement is executed and shall continue until July 30, 2029. OARnet may terminate this Agreement upon 30 days' notice for End User's failure to pay invoice(s) when due or immediately for material breach of any other term of this Agreement and demand End User no longer use the Product. If the Term of this Agreement extends into fiscal years subsequent such continuation may be contingent upon the appropriation of funds from the Ohio Legislature or Controlling Board or legal funding entity. If such funds are not appropriated, End User may terminate this Agreement in whole upon written notice to OARnet.



### 3. Early Termination

In the event of Early Termination, the End User will be responsible for 100% of the unpaid balance for the remaining term of the contract unless the termination is the result of a non-appropriation of funds.

### 4. Limitation of Liability

OARnet shall not be liable to End User for any damage arising out of any event that is beyond the control of OARnet. OARnet shall not be liable to End User for any indirect, special, incidental, exemplary, consequential or other form of money damages, including but not limited to lost profits or damages of any kind, however caused, arising out of or in connection with the use or provision of the Product, whether based in contract, tort or any other legal theory, and whether or not OARnet has been made aware of the possibility of those damages.

### 5. Compliance with Applicable Law and Other Obligations

End User must comply with all laws, regulations, and policies applicable to their use of the Product, including, without limitation, U.S. export laws concerning use of the Product.

### 7. Governing Law and Jurisdiction

This Agreement shall be subject to and construed in accordance with Ohio law. Any action based in whole or in part on this agreement must be brought in an Ohio court of competent jurisdiction.

### 8. Entire Agreement; Amendments

This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements and understandings with respect to the same subject matter. This Agreement may not be modified by and shall supersede any additional or contradictory term or condition of, any current or future purchase order from End User unless OARnet expressly agrees otherwise in writing. No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

**END USER CONTACT INFORMATION**

Entity/Customer/End User Name: Warren County Telecom

Portal Folder Name (if known): \_\_\_\_\_

**Technical Contact (Primary):**

Name: Warren County Telecom

Address: 500 Justice Drive

City/State/Zip: Lebanon, Ohio 45036

Phone: 513-695-1319

Email: accounts payable@wcoh.net

**Billing Contact:**

Name: Warren County Telecom

Address: 500 Justice Drive

City/State/Zip: Lebanon, Ohio 45036

Phone: 513-695-1319

Email: accounts payable@wcoh.net

IN WITNESS WHEREOF, customer hereto warrants and represents that this order form has been executed by a duly authorized representative, and it constitutes the legal, valid, and binding obligation.

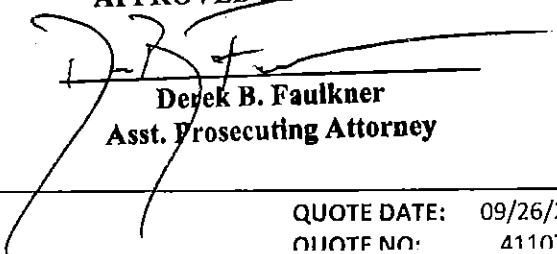
Signature: 

Name: Tom Grossmann

Title: Vice President

Date: 11-26-2024

**APPROVED AS TO FORM**

  
Derek B. Faulkner  
Asst. Prosecuting Attorney

# Resolution

Number 24-1596

Adopted Date November 26, 2024

AUTHORIZE ACCEPTANCE OF QUOTE WITH OARNET FOR ADDITIONAL LICENSING AND VMWARE FOR NEW EQUIPMENT ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS OARnet will provide additional Licensing and VMware for five years for new equipment for Warren County Telecom, as indicated on the attached Quote# 50811739 for purchase.

NOW THEREFORE BE IT RESOLVED, to accept Quote# 50811739 from OARnet for additional licensing and VMware for new equipment on behalf of Warren County Telecommunications; as attached hereto and a part hereof.

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

Resolution adopted this 26th day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a—OARnet  
Telecom (file)



1224 Kinnear Road Columbus, Ohio 43212 • Phone: (614) 292-9191 • Fax: (614) 292-9397 • www.oar.net

**TO:** Gary Estes  
Deputy Director  
Warren County Telecommunications  
500 Justice Drive  
Lebanon, OH 45036 USA

**FROM:** OARnet  
1224 Kinnear Rd  
Columbus, OH 43212

**EMAIL:** gary.estes@wcoh.net

**EMAIL:** oarnetvmware@oar.net

**WEB:** www.oar.net

**PHONE:** (513) 695-1810

**FAX:** (614) 292-9397

**TERMS:** OARnet-VMware ELA  
Remit to: The Ohio State University  
Accounts Receivable  
PO Box 182905, Columbus, Ohio 43218-2905  
Payment Terms: Net 30  
Credit Cards: VISA/MasterCard/AMEX/DISCOVER (2.85% processing fee)

**QUOTE NO:** 50811739  
**QUOTE DATE:** 10/17/2024  
**QUOTE EXPIRES:** 10/31/2024  
**TOTAL QUOTE:** \$107,360.64

LINE NO.	PRODUCT SKU	DESCRIPTION	PRODUCT PRICE	CO-TERM COST	QTY	SUBTOTAL
<b>YEAR 1</b>						
1	VCF-CLD-FND-5	VMware Cloud Foundation 5 Start Date: 10/11/2024 End Date: 07/30/2025	\$95.00	\$79.17	192	\$15,200.64
<b>YEAR 1 SUBTOTAL:</b>						\$15,200.64
<b>YEAR 2</b>						
2	VCF-CLD-FND-5	VMware Cloud Foundation 5 Start Date: 07/31/2025 End Date: 07/30/2026	\$105.00	\$105.00	192	\$20,160.00
<b>YEAR 2 SUBTOTAL:</b>						\$20,160.00
<b>YEAR 3</b>						
3	VCF-CLD-FND-5	VMware Cloud Foundation 5 Start Date: 07/31/2026 End Date: 07/30/2027	\$115.00	\$115.00	192	\$22,080.00
<b>YEAR 3 SUBTOTAL:</b>						\$22,080.00
<b>YEAR 4</b>						
4	VCF-CLD-FND-5	VMware Cloud Foundation 5 Start Date: 07/31/2027 End Date: 07/30/2028	\$125.00	\$125.00	192	\$24,000.00
<b>YEAR 4 SUBTOTAL:</b>						\$24,000.00
<b>YEAR 5</b>						
5	VCF-CLD-FND-5	VMware Cloud Foundation 5 Start Date: 07/31/2028 End Date: 07/30/2029	\$135.00	\$135.00	192	\$25,920.00
<b>YEAR 5 SUBTOTAL:</b>						\$25,920.00
<b>SUBTOTAL:</b>						\$107,360.64
<b>TOTAL QUOTE:</b>						\$107,360.64



1224 Kinnear Road Columbus, Ohio 43212 • Phone: (614) 292-9191 • Fax: (614) 292-9397 • www.oar.net

Please note, by executing this quote, you agree to purchase the above software through July 30, 2029. You have the ability to pay for the entire amount or for the current year listed. This quote reflects current pricing and is valid through the above expiration date. Prior to submitting a PO, ensure this quote has not expired. If the quote has expired, please request a refreshed quote.

**TO ORDER:** Submit a copy of this quote along with your PO to: oarnetvmware@oar.net. Quote number should be referenced on your Purchase Order.

#### OARnet Terms and Conditions

The use of these products and services are governed by the following terms and conditions provided herein.

#### VMware by Broadcom Terms and Conditions

The terms and condition OARnet negotiated with VMware by Broadcom are shown in the VMware by Broadcom Foundation Agreement available for review on the OARnet website at [https://www.oar.net/services/application\\_services/vmware\\_broadcom](https://www.oar.net/services/application_services/vmware_broadcom). These terms and conditions cannot be changed.

#### OARnet Terms and Conditions

##### 1. Payment Terms

**Failure to Pay:** End User shall pay to OARnet the amounts set forth for the Products and Services within this quote. Payment is due upon 30 days of receipt of invoice. Pursuant to Section 2 below, OARnet may terminate this Agreement and demand End User no longer use the Product upon the failure of End User to pay charges when due. Such termination or denial will not relieve End User of responsibility of the payment of all accrued charges, plus reasonable interest, and any collection fees as allowable under Ohio Revised Code

##### 2. Term and Termination

The initial term of this Agreement shall commence on the date this Agreement is executed and shall continue until July 30, 2029. OARnet may terminate this Agreement upon 30 days' notice for End User's failure to pay invoice(s) when due or immediately for material breach of any other term of this Agreement and demand End User no longer use the Product. If the Term of this Agreement extends into fiscal years subsequent such continuation may be contingent upon the appropriation of funds from the Ohio Legislature or Controlling Board or legal funding entity. If such funds are not appropriated, End User may terminate this Agreement in whole upon written notice to OARnet.

##### 3. Early Termination

In the event of Early Termination, the End User will be responsible for 100% of the unpaid balance for the remaining term of the contract unless the termination is the result of a non-appropriation of funds.

##### 4. Limitation of Liability

OARnet shall not be liable to End User for any damage arising out of any event that is beyond the control of OARnet. OARnet shall not be liable to End User for any indirect, special, incidental, exemplary, consequential or other form of money damages, including but not limited to lost profits or damages of any kind, however caused, arising out of or in connection with the use or provision of the Product, whether based in contract, tort or any other legal theory, and whether or not OARnet has been made aware of the possibility of those damages.

##### 5. Compliance with Applicable Law and Other Obligations

End User must comply with all laws, regulations, and policies applicable to their use of the Product, including, without limitation, U.S. export laws concerning use of the Product.

##### 7. Governing Law and Jurisdiction

This Agreement shall be subject to and construed in accordance with Ohio law. Any action based in whole or in part on this agreement must be brought in an Ohio court of competent jurisdiction

#### 8. Entire Agreement; Amendments

This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements and understandings with respect to the same subject matter. This Agreement may not be modified by and shall supersede any additional or contradictory term or condition of, any current or future purchase order from End User unless OARnet expressly agrees otherwise in writing. No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

**END USER CONTACT INFORMATION**

Entity/Customer/End User Name: Warren County Telecom

Portal Folder Name (if known): \_\_\_\_\_

**Technical Contact (Primary):**

Name: Warren County Telecom  
Address: 500 Justice Drive  
City/State/Zip: Lebanon, Ohio 45036  
Phone: 513-695-1319  
Email: accountspayable@wcoh.net

**Billing Contact:**

Name: Warren County Telecom  
Address: 500 Justice Drive  
City/State/Zip: Lebanon, Ohio 45036  
Phone: 513-695-1319  
Email: accountspayable@wcoh.net

IN WITNESS WHEREOF, customer hereto warrants and represents that this order form has been executed by a duly authorized representative, and it constitutes the legal, valid, and binding obligation.

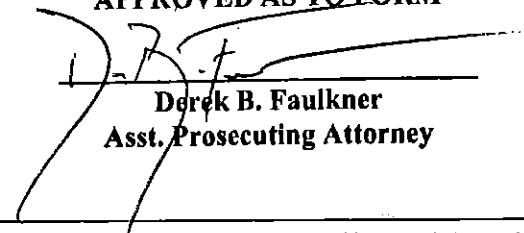
Signature: 

Name: Tom Grossmann

Title: Vice President

Date: 11-26-2024

**APPROVED AS TO FORM**

  
Derek B. Faulkner  
Asst. Prosecuting Attorney

# Resolution

Number 24-1597

Adopted Date November 26, 2024

## WAIVING WATER TAP AND SEWER CONNECTION FEES FOR THE KINGS LOCAL SCHOOL DISTRICT COLUMBIA INTERMEDIATE ADDITION

WHEREAS, Kings Local School District is constructing an addition to its Columbia Intermediate School at 8263 Columbia Road, Kings Mills, Ohio 45034; and

WHEREAS, the aforementioned facility will receive water and sanitary sewer service from the Warren County Water and Sewer Department through the installation of a sanitary lateral and extension of the existing water service by a private contractor; and

WHEREAS, the Kings Local School District has requested the waiver of water tap and sewer connection fees; and

WHEREAS, it is the desire of this Board to waive the aforementioned fees for the planned improvements.

### NOW THEREFORE BE IT RESOLVED:


1. That the water tap, sewer connection and inspection charges at the Kings Local School District Columbia Intermediate School addition are hereby waived:
2. That the Kings Local School District shall be responsible for all costs associated with the construction of sewer service from the County's existing sewer main to the proposed facilities.
3. That the Kings Local School District shall be responsible for all costs associated with the construction of water service from the existing building.
4. That all work must be inspected by a representative of the Warren County Water and Sewer Department.

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Water/Sewer (file)



# Resolution

Number 24-1598

Adopted Date November 26, 2024

## APPROVING THE DESTRUCTION OF VARIOUS WARREN COUNTY SHERIFF'S OFFICE EQUIPMENT

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

- 15 Ballistic Vests
- 3 Gas Masks

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

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

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

Resolution adopted this 26th day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

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

# Resolution

Number 24-1599

Adopted Date November 26, 2024

TRANSFERRING A VEHICLE NO LONGER BEING UTILIZED BY THE CORONER'S OFFICE TO DEERFIELD TOWNSHIP

WHEREAS, the Warren County Board of Commissioners is in possession of the truck that is no longer needed by the Warren County Coroner's Office; and

WHEREAS, the Deerfield Township Garage has expressed interest in obtaining said vehicle.

NOW THEREFORE BE IT RESOLVED, to transfer the following vehicle from the Warren County Commissioners to the Deerfield Township Garage

2013 Ford F-150 Truck

VIN#1FTFX1EFXDFB69843

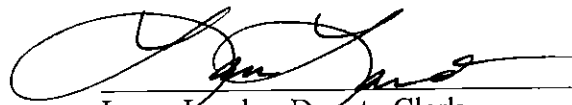
BE IT FURTHER RESOLVED, that at such time Deerfield Township no longer needs the truck, said truck shall be returned to Warren County for disposal.

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Title Transfer file  
Coroner (file)  
Deerfield Township (file)

# Resolution

Number 24-1600

Adopted Date November 26, 2024

## ACKNOWLEDGING APPROVAL OF FINANCIAL TRANSACTIONS

WHEREAS, pursuant to Resolutions #10-0948 and #16-1936, this Board authorized approval of necessary financial documents in their absence by the County Administrator, Deputy County Administrator, or Clerk of Commissioners; and

WHEREAS, it is necessary to approve various financial transactions in order to make timely payments.

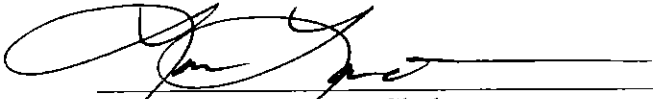
NOW THEREFORE BE IT RESOLVED, to acknowledge approval of financial transactions as attached hereto and made a part hereof.

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

/lkl

cc: Auditor  ✓  
Appropriation Adj. file  
Supplemental App. File  
Operational Transfer file  
Cash Advance file  
OMB (file)  
Engineer (file)  
CSEA (file)  
Facilities Management (file)  
OMB (file)  
Sheriff (file)  
Juvenile (file)  
County Court (file)  
Building/Zoning (file)  
Telecom (file)  
Human Services (file)  
OhioMeansJobs (file)  
Children Services (file)  
Water/Sewer (file)

Revised

APPROVING A SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS FUND #11011110 AND AN OPERATIONAL TRANSFER FROM GENERAL FUND #11011110 INTO HEALTH BENEFITS FUND #6632

WHEREAS, the Health Benefits fund has exceeded its cash balance and with the ongoing increase of health benefits and prescription drug prices, and the need has arisen to increase Benefits fund #6632.

NOW THEREFORE BE IT RESOLVED, to approve the following supplemental appropriation and operational transfer:

Supplemental Appropriation

\$ 500,000.00 into #11011110-5997 (General Fund – Operational Transfers) - Jwl 384

Operational Transfer

\$ 500,000.00 from #11011110-5997 (General Fund – Operational Transfers)  
into #6632-~~41095~~ (Health – ~~Legislative & Executive~~)  
49000 Distributions & Transfers

M. moved for adoption of the foregoing resolution being seconded by M. . Upon call of the roll, the following vote resulted:

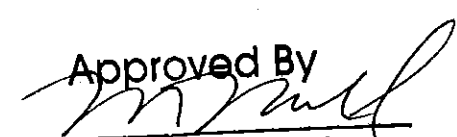
- Mrs. Jones –
- Mr. Young –
- Mr. Grossmann –

Resolution adopted this 19<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor   
Supplemental App. file  
Operational Transfer file  
OMB (file)

Approved By  
  
To be Ratified  
Date: 11/19/24

11/19/24 mtg cancelled  
to be ratified 11/26/24

APPROVING A CASH ADVANCE FROM COUNTY MOTOR VEHICLE FUND #2202 INTO FIELDS ERTEL ROAD IMPROVEMENT FUND #4454 AND REPAYMENT OF CASH ADVANCE FROM FIELDS ERTEL ROAD IMPROVEMENT FUND #4454 INTO COUNTY MOTOR VEHICLE FUND #2202

WHEREAS, Neil Tunison, Warren County Engineer and appointing authority for the projects has requested a cash advance until monies are received from other sources; and

WHEREAS, repayment of cash advances from #4454 are due; and

NOW THEREFORE BE IT RESOLVED, to approve the following cash advance and cash advance repayments:

\$888,942.00	from	#2202-45556	(Advances of Cash Out)
	into	#4454-45555	(Advances of Cash In)
\$888,942.00	from	#4454-45556	(Advances of Cash Out)
	into	#2202-45555	(Advances of Cash In)

M moved for adoption of the foregoing resolution being seconded by M. Upon call of the roll, the following vote resulted:


M  
M  
M

Resolution adopted this 19<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor   
Cash Advance File  
Engineer (file)

Approved By  
  
\_\_\_\_\_  
To be Ratified  
Date: 11/24/24

APPROVING AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112  
INTO CHILD SUPPORT ENFORCEMENT AGENCY FUND #2263

WHEREAS, the Child Support Enforcement Agency has submitted a request to this Board to transfer the fourth quarter of their 2024 local share to their Fund #2263.

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #11011112 to the Child Support Enforcement Agency Fund #2263:

\$68,133.00 from #11011112-5748 (Commissioners Transfers - CSEA)  
into #2263 49000 (CSEA - County Share)

M. moved for adoption of the foregoing resolution being seconded by M. . Upon call of the roll, the following vote resulted:

M  
M  
M


Resolution adopted this day of November 2024.

BOARD OF COUNTY COMMISSIONERS

---

Krystal Powell, Clerk

cc: Auditor   
Operational Transfer file  
CSEA (file)  
OMB

Approved By  
  
To be Ratified  
Date: 11/26/24

APPROVING A SUPPLEMENTAL APPROPRIATION INTO COUNTY MOTOR VEHICLE FUND #2202

BE IT RESOLVED, to approve the following supplemental appropriation into the County Motor Vehicle Fund #2202:

\$1,010,000.00 ✓ into #22023130-5997 ✓ (Operational Transfers) ✓

M moved for adoption of the foregoing resolution being seconded by M. Upon call of the roll, the following vote resulted:

M  
M  
M

Resolution adopted this 19<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor ✓  
Supplemental App. file  
Engineer (file)

**Journal #367**

Approved By

*M Powell*

To be Ratified

Date: 11/26/24

APPROVING A SUPPLEMENTAL APPROPRIATION INTO CRIMINAL SUPPRESSION HEADQUARTERS PROJECT FUND #4497

BE IT RESOLVED, to approve the following supplemental appropriation for Fund #4497:

\$400,000.00 ✓ into #44973712-5320 ✓ (Capital Purchases) ✓

M. moved for adoption of the foregoing resolution being seconded by M. . Upon call of the roll, the following vote resulted:

- M
- M
- M

Resolution adopted this 19th day of November 2024.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor ✓  
Supplemental App. File  
Facilities Management (file)

**Journal #346** ✓

Approved By  
*[Signature]*  
To be Ratified  
Date: 11/26/24



APPROVING SUPPLEMENTAL APPROPRIATIONS INTO SHERIFF'S OFFICE FUND #6630

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

\$7,120.00 ✓ into 66302251-5370 ✓ (Software Non Data Board) ✓  
\$1,290.00 ✓ into 66302258-5370 ✓ (Software Non Data Board) ✓

M. moved for adoption of the foregoing resolution, being seconded by M. Upon call of the roll, the following vote resulted:

M  
M  
M

Resolution adopted this \_\_\_\_ day of \_\_\_\_\_ 2024.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor ✓  
Supplemental App. file  
Sheriff (file)

**Journal #361 ✓**

Approved By

*[Signature]*

To be Ratified

Date: 11/26/24

APPROVING AN APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO FACILITIES MANAGEMENT FUND #11011600

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Facilities Management fund #11011600 in order to process a vacation payout for Leslie Smith, former employee of Facilities Management:

\$3,769.00 ✓ from #11011110-5882 ✓ (Genl BOCC – Vacation Leave Payout) ✓  
into #11011600-5882 ✓ (Facilities Management –Vacation Leave Payout) ✓

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

Mr.  
Mr.  
Mr.

Resolution adopted this day of November 2024.

BOARD OF COUNTY COMMISSIONERS

---

Krystal Powell, Clerk

cc: Auditor ✓  
Appropriation Adjustment file  
Facilities Management (file)  
OMB

**Journal #375 ✓**

Approved By



To be Ratified

Date: 11/26/24

APPROVING AN APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO JUVENILE DETENTION FUND #11012600

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into JDC fund #11012600 in order to process a vacation payout for Anthony McGowan, former employee of JDC:

\$727.00 ✓ from #11011110-5882 ✓ (Genl BOCC – Vacation Leave Payout) ✓  
into #11012600-5882 ✓ (JDC – Vacation Leave Payout) ✓

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

Mr.  
Mr.  
Mr.

Resolution adopted this day of November 2024.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor ✓  
Appropriation Adjustment file  
Juvenile (file)  
OMB

**Journal #378** ✓

Approved By



To be Ratified

Date: 11/26/24

APPROVING APPROPRIATION ADJUSTMENTS WITHIN COUNTY COURT FUND  
#11011283

BE IT RESOLVED, to approve the following appropriation adjustments:

\$2,000.00 ✓ from #11011283-5210 ✓ (Prob Material & Supplies) ✓  
into #11011283-5940 ✓ (Travel) ✓

\$200.00 ✓ from #11011283-5400 ✓ (Prob Purchased Services) ✓  
Into #11011283-5911 ✓ (Non Taxable Meal Fringe) ✓

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

- Mrs. Jones –
- Mr. Young –
- Mr. Grossmann –

Resolution adopted this 19th day of November 2024.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor ✓  
Appropriation Adjustment file  
County Court (file)

**Journal #306 ✓**

Approved By  
*[Signature]*  
To be Ratified  
Date: 11/20/24

APPROVING AN APPROPRIATION ADJUSTMENT FROM SHERIFF'S OFFICE FUND #11012210 INTO #11012200

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

\$30,000.00 ✓ from #11012210-5400 ✓ (Sheriff Purchased Services) ✓  
into #11012200-5370 ✓ (Sheriff Software Non-Data Board) ✓

M. moved for adoption of the foregoing resolution, being seconded by M. Upon call of the roll, the following vote resulted:

M  
M  
M

Resolution adopted this \_\_\_ day of \_\_\_\_\_ 2024.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Krystal Powell, Clerk

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

**Journal #382 ✓**

Approved By  
*M. Powell*  
To be Ratified  
Date: 11/24/24

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN BUILDING AND ZONING DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$4,000.00 ✓ from #11012300-5940 ✓ (Travel) ✓  
into #11012300-5114 ✓ (Overtime Pay)✓

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

- Mr. Grossmann –
- Mr. Young –
- Mrs. Jones –

Resolution adopted this 19<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor ✓  
Appropriation Adj. file  
Building/Zoning (file)

**Journal #391✓**

Approved By  
*[Signature]*  
To be Ratified  
Date: 11/24/24

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 500.00 ✓ from #11012810-5320 ✓ (Capital Purchase) ✓  
into #11012810-5940 ✓ (Travel) ✓

M moved for adoption of the foregoing resolution, being seconded by M. Upon call of the roll,  
the following vote resulted:

M  
M  
M


Resolution adopted this day of November 2024.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Krystal Powell, Clerk

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

**Journal #315 ✓**

Approved By  
  
To be Ratified  
Date: 11/24/24

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 10,000.00 ✓ from #11012810-5320 ✓ (Capital Purchase) ✓  
into #11012810-5317 ✓ (Non Capital Purchase) ✓

M moved for adoption of the foregoing resolution, being seconded by M. Upon call of the roll,  
the following vote resulted:

M  
M  
M

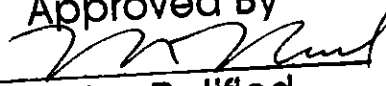
Resolution adopted this day of November 2024.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Krystal Powell, Clerk

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

**Journal #324 ✓**

Approved By  
  
To be Ratified  
Date: 11/24/24



APPROVING APPROPRIATION ADJUSTMENTS WITHIN HUMAN SERVICES FUND #2203

BE IT RESOLVED, to approve the following appropriation adjustment within Human Services fund #2203:

\$4,500.00 ✓ from #22035310-5400 ✓ (Purchased Services) ✓  
 \$3,000.00 ✓ into #22035310-5114 ✓ (Overtime Pay) ✓  
 \$ 500.00 ✓ into #22035310-5911 ✓ (Non-Taxable Meal Expense) ✓  
 \$1,000.00 ✓ into #22035310-5940 ✓ (Travel) ✓

M. moved for adoption of the foregoing resolution being seconded by M. Upon call of the roll, the following vote resulted:

M  
M  
M

Resolution adopted this day of November 2024.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Krystal Powell, Clerk

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

**Journal #357 ✓**

Approved By  
*[Signature]*  
\_\_\_\_\_  
To be Ratified  
Date: 11/26/24

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE OHIOMEANSJOBS WARREN COUNTY FUND #2254

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

- \$ 5,000.00 ✓ from #22545800-5321 ✓ (DT BD Apr Cap BOCC) ✓
- \$10,000.00 ✓ from #22545800-5400 ✓ (Purchased Services) ✓
- \$ 500.00 ✓ from #22545800-5850 ✓ (Training & Education) ✓
- \$ 2,500.00 ✓ from #22545800-5882 ✓ (Vacation Leave Payout) ✓
- \$ 2,000.00 ✓ from #22545800-5910 ✓ (Other Expense) ✓
- \$20,000.00 ✓ into #22545800-5371 ✓ (Software – Data Board Approved) ✓

M. moved for adoption of the foregoing resolution being seconded by M. Upon call of the roll, the following vote resulted:

- M
- M
- M

Resolution adopted this day of November 2024.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor ✓  
Appropriation Adjustment file  
OhioMeansJobs (file)

**Journal #383 ✓**

Approved By  
*[Signature]*  
\_\_\_\_\_  
To be Ratified  
Date: 11/26/24

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES  
FUND #2273

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,000.00 ✓ from #22735100-5910 ✓ (Other Expense) ✓  
into #22735100-5940 ✓ (Travel) ✓

M. moved for adoption of the foregoing resolution being seconded by M. Upon call of the roll,  
the following vote resulted:

M  
M  
M

Resolution adopted this day of 2024.

BOARD OF COUNTY COMMISSIONERS

---

Krystal Powell, Clerk

jc/appadj 11.14.24

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

**Journal #360** ✓

Approved By



To be Ratified

Date: 11/26/24

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES  
FUND #2273

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,500.00 ✓ from #22735100-5910 ✓ (Other Expense) ✓  
into #22735100-5911 ✓ (Non Taxable Meal Fringe) ✓

M. moved for adoption of the foregoing resolution being seconded by M. Upon call of the roll,  
the following vote resulted:

M  
M  
M

Resolution adopted this day of 2024.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Krystal Powell, Clerk

jc/

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

**Journal #301 ✓**

Approved By



To be Ratified

Date: 11/26/24

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN COUNTY COURT FUND #2283

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

\$5,000.00 ✓ from #22831280-5400 ✓ (Purchased Services) ✓  
into #22831280-5421 ✓ (Rent or Lease) ✓

M. moved for adoption of the foregoing resolution being seconded by M. Upon call of the roll, the following vote resulted:

- M
- M
- M


Resolution adopted this 19<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor ✓  
Appropriation Adjustment file  
County Court (file)

**Journal #304** ✓

Approved By  
  
\_\_\_\_\_  
To be Ratified  
Date: 11/26/24

APPROVING APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND #5510

WHEREAS, the Water and Sewer Department incurs a capital outlay for the purchase of a service truck; and

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

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

\$57,000.00 ✓ from 55103200 - 5320 ✓ (Capital Purchase) ✓  
into 55103200 - 5310 ✓ (Vehicles Capital Outlay) ✓

M. moved for adoption of the foregoing resolution being seconded by M. Upon call of the roll, the following vote resulted:

- M
- M
- M

Resolution adopted this 19<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Krystal Powell, Clerk

mbz

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

**Journal #381 ✓**

Approved By  
*[Signature]*  
\_\_\_\_\_  
To be Ratified  
Date: 11/26/24

APPROVING APPROPRIATION ADJUSTMENTS WITHIN THE WATER REVENUE FUND # 5510

WHEREAS, the Water and Sewer Department incurs costs for asphalt and concrete restoration services due to water main breaks and other miscellaneous operating expenses; and

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

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

\$110,000.00 ✓ from 55103209 - 5400 ✓ (Purchased Services) ✓  
into 55103200 - 5400 ✓ (Purchased Services) ✓

\$30,000.00 ✓ from 55103200 - 5998 ✓ (Reserve/Contingency) ✓  
into 55103200 - 5400 ✓ (Purchased Services) ✓

\$5,000.00 ✓ from 55103200 - 5998 ✓ (Reserve/Contingency) ✓  
into 55103200 - 5910 ✓ (Other Expenses) ✓

M. moved for adoption of the foregoing resolution being seconded by M. Upon call of the roll, the following vote resulted:

- M
- M
- M


Resolution adopted this 19<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Krystal Powell, Clerk

mbz

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

Approved By  
  
To be Ratified  
Date: 11/26/24

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND  
#2273

BE IT RESOLVED, to approve the following appropriation adjustment to process sick leave payout for former employee of Children Services, Shawna Jones:

\$2,937.58 ✓ from #22735100-5882 ✓ (Accum. Vacation Payout) ✓  
into #22735100-5881 ✓ (Accum. Sick Payout) ✓

M. moved for adoption of the foregoing resolution being seconded by M. Upon call of the roll, the following vote resulted:

M  
M  
M

Resolution adopted this day of 2024.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Krystal Powell, Clerk

jc/payout S. Jones 111924

cc: Auditor \_\_\_\_\_  
Appropriation Adj. file  
Children Services (file)  
OMB

Journal  
# 488

Approved By \_\_\_\_\_  
To be Ratified  
Date: \_\_\_\_\_



APPROVING AN APPROPRIATION ADJUSTMENT WITHIN WORKERS COMP FUND #6636

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 30,000.00 from #66360110-5927 (Worker Comp – Lost Time Claims)
into #66360110-5932 (Worker Comp – Medical/RX Claims)

M. moved for adoption of the foregoing resolution being seconded by M. . Upon call of the roll, the following vote resulted:

- Mrs. Jones –
Mr. Young –
Mr. Grossmann –

Resolution adopted this 21st day of November 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
OMB (file)

Approved By
To be Ratified
Date: 11/26/24

Journal # 551

# Resolution

Number 24-1601

Adopted Date November 26, 2024

## ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 11/12/24, 11/14/24, 11/19/24, 11/21/24, and 11/22/24 as attached hereto and made a part hereof.

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


Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

/kp

cc: Auditor 

# Resolution

Number 24-1602

Adopted Date November 26, 2024

APPROVING A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR HAMILTON POINTE INVESTMENT, LLC FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS AND ENTER INTO THE MAINTENANCE SECURITY FOR HAMILTON POINTE, SECTION 2, SITUATED IN HAMILTON TOWNSHIP

WHEREAS, the Developer has completed the performance of the construction of improvements subject of the Bond referenced below, and upon recommendation of the County Engineer the bond amount for performance may be reduced to zero, but the bond shall remain in effect for maintenance security to secure the performance of all maintenance upon the completed Improvements.

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances performance bond reduction and the two-year maintenance period:

## BOND REDUCTION

Bond Number	:	24-011 (P/S-M)
Development	:	Hamilton Pointe, Section 2
Developer	:	Hamilton Pointe Investment, LLC
Township	:	Hamilton
Reduction Amount	:	\$365,554.42
Surety Company	:	Capitol Indemnity Corporation (CIC1950492)

BE IT FURTHER RESOLVED: the original amount of bond was \$432,018.86 and after the above reduction, the remaining bond amount is \$66,464.44.

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

Resolution adopted this 26th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Hamilton Pointe Investment, LLC, 7755 Montgomery Rd, Cincinnati, OH 45236  
Capitol Indemnity Corp., 1600 Aspen Commons, Ste 300, Middleton, WI 53562  
Engineer (file)  
Bond Agreement file

# Resolution

Number 24-1603

Adopted Date November 26, 2024

APPROVING A STREET AND APPURTENANCES BOND RELEASE FOR PRUS PROPERTIES, LLC, FOR COMPLETION OF INSTALLATION OF THE LEFT TURN LANE AND ASSOCIATED ROADWAY IMPROVEMENTS ON MORROW-COZADDALE ROAD ASSOCIATED WITH THE VILLAGES OF CLASSICWAY SUBDIVISION SITUATED IN HAMILTON TOWNSHIP

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

### BOND RELEASE

Bond Number	:	23-005 (P-M)
Development	:	The Villages of Classicway Subdivision
Developer	:	Prus Properties, LLC
Township	:	Hamilton
Amount	:	\$79,815.20
Surety Company	:	Ohio Farmers Insurance Company

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Prus Properties, LLC, Attn: Joe Prus, 5325 Wooster Road, Cincinnati, OH 45226  
Ohio Farmers Insurance Company, One Park Circle, Westfield Center, OH 44251  
Engineer (file)  
Bond Agreement file

# Resolution

Number 24-1604

Adopted Date November 26, 2024

## APPROVING VARIOUS RECORD PLATS

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

- Schneider Plat – Franklin Township
- Sycamore Subdivision Replat – Hamilton Township
- Warren County Airport Subdivision, Phase 2 – Turtlecreek Township

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Plat File  
RPC

# Resolution

Number 24-1605

Adopted Date November 26, 2024

ACCEPTING AN AMENDED CERTIFICATE FOR FUNDS 2207, 2218, 2220, 2221, 2223, 2224, 2227, 2233, 2243, 2245, 2247, 2250, 2256, 2262, 2264, 2274, 2278 AND 2279

WHEREAS, the anticipated revenue for Fund 2207 Law Library fund has decreased by \$100,000.00; and

WHEREAS, the anticipated revenue for Fund 2218 Coordinated Care fund has decreased by 84,647.02; and

WHEREAS, the anticipated revenue for Fund 2220 CP Indigent Drvr Interlck/Monitg has decreased by \$1,630.75; and

WHEREAS, the anticipated revenue for Fund 2221 CC/MC Indigent Driver Interlock has decreased by \$3,085.07; and

WHEREAS, the anticipated revenue for Fund 2223 Probate/Juvenile Special Projects has decreased by \$3,235.56; and

WHEREAS, the anticipated revenue for fund 2224 Common Pleas Special Projects has decreased by \$13,249.67; and

WHEREAS, the anticipated revenue for Fund 2227 Probation Supervision 2951.021 has decreased by \$138,747.20; and

WHEREAS, the anticipated revenue for Fund 2233 Domestic Shelter fund has decreased by \$6,178.00; and

WHEREAS, the anticipated revenue for Fund 2243 Juvenile Grants fund has decreased by \$31,643.98; and

WHEREAS, the anticipated revenue for Fund 2245 Crime Victim Grant fund has decreased by \$8,552.34; and

WHEREAS, the anticipated revenue for Fund 2247 Felony Delinquent Care/Custody fund has decreased by \$55,142.80; and

WHEREAS, the anticipated revenue for Fund 2250 Cert of Title Admin fund has decreased by \$67,112.19; and

WHEREAS, the anticipated revenue for Fund 2256 Warren County Solid Waste Dist has decreased by \$15,918.34; and

RESOLUTION #24-1605  
NOVEMBER 26, 2024  
PAGE 2

WHEREAS, the anticipated revenue for Fund 2262 Community Corrections Monitoring has decreased by \$87,314.86; and

WHEREAS, the anticipated revenue for Fund 2264 Emergency Management Agency fund has decreased by \$79,311.28; and

WHEREAS, the anticipated revenue for Fund 2274 County Court Computer 1907.261A fund has decreased by \$1,970.00; and

WHEREAS, the anticipated revenue for Fund 2278 Juvenile Clk Computer 2151.541 fund has decreased by \$1,985.58; and

WHEREAS, the anticipated revenue for Fund 2279 Juvenile Computer 2151.541 fund has decreased by \$639.08.

NOW THEREFORE BE IT RESOLVED, to accept the Amended Certificate for Funds 2207, 2218, 2220, 2221, 2223, 2224, 2227, 2233, 2243, 2245, 2247, 2250, 2256, 2262, 2264, 2274, 2278 and 2279.

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor  (B. Quillen)  
Amended Certificate file  
Law Library (file)  
Probate/Juvenile (file)  
Prosecutor (file)  
Common Pleas (file)

Solid Waste (file)  
Emergency Services (file)  
County Court (file)  
Clerk of Courts (file)  
Developmental Disabilities (file)

# AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code , Sec 5705.36

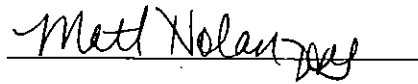
Office of Budget Commission, County of Warren, Lebanon, Ohio, November 15th, 2024

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2024, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Special Revenue	Jan. 1st, 2024	Taxes	Other Sources	Total
Law Library Fund 2207	\$106,079.59		\$286,250.00	\$392,329.59
Coordinated Care Fund 2218	\$433,701.01		\$347,921.98	\$781,622.99
CP Indigent Drvr Interlk/Monitoring Fund 2220	\$12,418.91		\$1,369.25	\$13,788.16
CC/MC Indigent Driver Interlock Fund 2221	\$117,311.19		\$6,914.93	\$124,226.12
Probate/Juvenile Special Projects Fund 2223	\$349,431.18		\$30,764.44	\$380,195.62
Common Pleas Special Projects 2224	\$191,176.98		\$84,750.33	\$275,927.31
Probation Supervision 2951.021 Fund 2227	\$807,067.39		\$249,752.80	\$1,056,820.19
Domestic Shelter Fund 2233	\$22,239.00		\$37,919.00	\$60,158.00
Juvenile Grants Fund 2243	\$338,833.41		\$14,356.02	\$353,189.43
Crime Victim Grant Fund Fund 2245	\$16,017.34		\$43,545.66	\$59,563.00
Felony Delinquent Care/Custody Fund 2247	\$553,281.10		\$1,289,766.20	\$1,843,047.30
Cert of Title Admin Fund 2250	\$4,144,948.60		\$2,239,087.81	\$6,384,036.41
Warren County Solid Waste Dist Fund 2256	\$1,100,276.67		\$115,281.66	\$1,215,558.33
Community Corrections Monitoring Fund 2262	\$827,636.52		\$289,685.14	\$1,117,321.66
Emergency Management Agency Fund 2264	\$309,667.82		\$202,540.72	\$512,208.54
County Court Computer Fund 2274	\$88,424.88		\$12,030.00	\$100,454.88
Juvenile Clk Computer 2151.541 Fund 2278	\$59,082.97		\$11,514.42	\$70,597.39
Juvenile Computer 2151.541 Fund 2279	\$51,178.23		\$3,460.92	\$54,639.15
<b>TOTAL</b>	<b>\$9,528,772.79</b>	<b>\$0.00</b>	<b>\$5,266,911.28</b>	<b>\$14,795,684.07</b>

- Amend 24 20
- 2207 (100,000.00)
- 2218 (84,647.02)
- 2220 (1,630.75)
- 2221 (3,085.07)
- 2223 (3,235.56)
- 2224 (13,249.67)
- 2227 (138,747.20)
- 2233 (6,178.00)
- 2243 (31,643.98)
- 2245 (8,552.34)
- 2247 (55,142.80)
- 2250 (67,112.19)
- 2256 (15,918.34)
- 2262 (87,314.86)
- 2264 (79,311.28)
- 2274 (1,970.00)
- 2278 (1,985.58)
- 2279 (639.08)

  
 \_\_\_\_\_ )  
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Budget  
Commission



# Resolution

Number 24-1606

Adopted Date November 26, 2024

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

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

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfers of interest earnings for the period of October 2024:

\$ 52,217.38	from	#11011112 5997	(Operational Transfers)
	into	#5510 44100 55103200 AAREVENUE	(Water Revenue - Interest Earnings)
\$ 5,717.27	from	#11011112 5997	(Operating Transfers)
	into	#5575 44100 55753300 AAREVENUE	(Sewer Construction Project - Interest Earnings)
\$ 59,468.96	from	#11011112 5997	(Operational Transfers)
	into	#5580 44100 55803300 AAREVENUE	(Sewer Revenue - Interest Earnings)
\$ 2,534.80	from	#11011112 5997	(Operational Transfers)
	into	#5583 44100 55833200 AAREVENUE	Water Construction Projects - Interest Earnings)

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 - absent  
Mr. Grossmann - yea  
Mrs. Jones - yea

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

JS/

cc: Auditor   
Water/Sewer (file)

OMB  
Operational Transfer file

**2024**

Month End	Weighted Average Portfolio Yield	Account	Balance	Income Credit
January	2.233803269	5510	\$ 24,067,170.85	\$ 39,787.11
		5575	\$ 5,832,495.99	\$ 9,642.10
		5580	\$ 26,070,604.46	\$ 43,099.13
		5583	\$ 3,052,689.07	\$ 5,046.61
February	2.969056651	5510	\$ 24,447,303.56	\$ 55,394.67
		5575	\$ 5,679,334.38	\$ 12,868.69
		5580	\$ 26,594,117.21	\$ 60,259.09
		5583	\$ 2,525,849.96	\$ 5,723.27
March	2.990026773	5510	\$ 24,392,136.03	\$ 55,695.92
		5575	\$ 5,229,763.18	\$ 11,941.41
		5580	\$ 26,247,743.29	\$ 59,932.93
		5583	\$ 1,143,126.04	\$ 2,610.16
April	2.473741972	5510	\$ 24,866,902.40	\$ 46,081.31
		5575	\$ 4,777,761.60	\$ 8,853.76
		5580	\$ 26,828,211.21	\$ 49,715.85
		5583	\$ 894,225.79	\$ 1,657.11
May	2.477795375	5510	\$ 23,278,288.31	\$ 43,216.05
		5575	\$ 4,193,697.57	\$ 7,785.58
		5580	\$ 26,916,085.19	\$ 49,969.61
		5583	\$ 1,322,308.37	\$ 2,454.86
June	2.644058687	5510	\$ 22,789,509.15	\$ 45,466.19
		5575	\$ 3,856,595.34	\$ 7,694.10
		5580	\$ 27,181,930.63	\$ 54,229.28
		5583	\$ 1,214,300.63	\$ 2,422.59
July	3.185538668	5510	\$ 23,123,217.87	\$ 56,565.92
		5575	\$ 3,397,400.76	\$ 8,311.00
		5580	\$ 27,282,603.07	\$ 66,740.95
		5583	\$ 1,004,008.61	\$ 2,456.09
August	3.092195525	5510	\$ 24,049,055.32	\$ 56,960.10
		5575	\$ 3,285,778.01	\$ 7,782.35
		5580	\$ 27,952,838.65	\$ 66,206.19
		5583	\$ 2,382,486.61	\$ 5,642.91
September	2.74733148	5510	\$ 24,340,300.08	\$ 50,654.83
		5575	\$ 3,020,339.93	\$ 6,285.66
		5580	\$ 28,091,149.54	\$ 58,460.76
		5583	\$ 2,091,262.99	\$ 4,352.15
October	2.746846177	5510	\$ 25,096,002.46	\$ 52,217.38
		5575	\$ 2,747,754.90	\$ 5,717.27
		5580	\$ 28,581,158.33	\$ 59,468.96
		5583	\$ 1,218,240.72	\$ 2,534.80

# Resolution

Number 24-1607

Adopted Date November 26, 2024

APPROVING OPERATIONAL TRANSFERS FROM FUND #2202 INTO KING AVENUE BRIDGE FUND #4437 AND TOWNSHIP LINE BRIDGE FUND #4461 AND REPAYMENT OF CASH ADVANCES FROM THE KING AVENUE BRIDGE FUND #4437 AND THE TOWNSHIP LINE BRIDGE FUND #4461 INTO FUND #2202

BE IT RESOLVED, to approve the following operational transfers and cash advance repayments:

### Operational Transfers

\$1,000,000.00	from #22023130-5997	(Operational Transfer Out)
	into #4437-49000	(Operational Transfer In)
\$10,000.00	from #22023130-5997	(Operational Transfer Out)
	into #4461-49000	(Operational Transfer In)

### Repayment of Cash Advances


\$1,000,000.00	from #4437-45556	(Advance of Cash Out)
	into #2202-45555	(Advance of Cash In)
\$10,000.00	from #4461-45556	(Advance of Cash Out)
	into #2202-45555	(Advance of Cash In)

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Operational Transfer file  
Cash Advance file  
Engineer (file)

# Resolution

Number 24-1608

Adopted Date November 26, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS FUND #11011110 AND AN OPERATIONAL TRANSFER FROM GENERAL FUND #11011110 INTO GARAGE ROTARY FUND #6619

WHEREAS, the Garage Rotary fund has exceeded its cash balance and with the ongoing increase of vehicle parts and the need has arisen to increase Rotary fund.

NOW THEREFORE BE IT RESOLVED, to approve the following supplemental appropriation and operational transfer:

### Supplemental Appropriation

\$ 100,000.00 into #11011110-5997 (General Fund – Operational Transfers)

### Operational Transfer

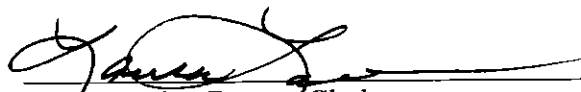
\$ 100,000.00 from #11011110-5997 (General Fund – Operational Transfers)  
into #6619-49000 (Veh Maint – Legislative & Executive))

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Supplemental App. file  
Operational Transfer file  
Garage (file)  
OMB

# Resolution

Number 24-1609

Adopted Date November 26, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO BUILDING & ZONING DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following supplemental appropriation in order to process additional wage costs:


\$15,000.00 into #11012300-5114 (Overtime 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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Supplemental App. file  
Building & Zoning (file)  
OMB

# Resolution

Number 24-1610

Adopted Date November 26, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO LOCAL FISCAL RECOVERY FUND #2211

WHEREAS, appropriations must be in place for various ARPA funded projects.

NOW THEREFORE BE IT RESOLVED, to approve the following supplemental appropriation into Fund #2211:

\$1,300,855.23 into #22111110-5400 (Purchased Services)

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 -- absent  
Mr. Grossmann -- yea  
Mrs. Jones -- yea

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Supplemental Appropriation file  
OMB (file)  
OGA (file)

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

# Resolution

Number 24-1611

Adopted Date November 26, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO OHIOMEANSJOBS WARREN COUNTY FUND #2259

BE IT RESOLVED, to approve a supplemental appropriation into OhioMeansJobs Warren County Fund # 2259.


\$ 1,675.19 into #22595915-5102 (Regular Salaries)

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Supplemental Appropriation file  
OhioMeansJobs (file)

# Resolution

Number 24-1612

Adopted Date November 26, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO SHERIFF'S OFFICE FUND #2287

BE IT RESOLVED, to approve the following supplemental appropriation adjustment into Warren County Sheriff's Office Fund #2287:

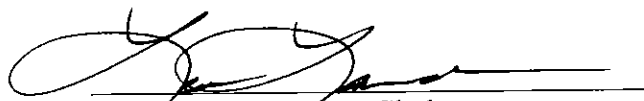
\$20,000.00 into #22872200-5370 (Software Non Data Board)

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor  \_\_\_\_\_  
Supplemental App. file  
Sheriff (file)



# Resolution

Number 24-1613

Adopted Date November 26, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT  
COMMUNITY BASED CORRECTIONS FUND #2289

BE IT RESOLVED, to approve the following supplemental appropriation:


\$2,000.00 into BUDGET-BUDGET #22891228-5400 (Purchased Services)

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Supplemental App. file  
Common Pleas (file)

# Resolution

Number 24-1614

Adopted Date November 26, 2024

APPROVING AN APPROPRIATION DECREASE IN PASS THROUGH GRANT FUND #2261

WHEREAS, the Auditor's Office is completing an Amended Certificate of Receipts for Fund #2261 for funds that were anticipated, but not received in calendar year 2024; and

WHEREAS, the appropriation for Fund #2261 must be reduced in the amount below.

NOW THEREFORE BE IT RESOLVED, it is necessary to approve the following appropriation decrease:

\$ 9,030.54 from #22612000-5712 (Drug Task Force)

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

/sm

cc: Auditor   
Appropriation Decrease file  
OGA (file)

# Resolution

Number 24-1615

Adopted Date November 26, 2024

APPROVING AND APPROPRIATION DECREASE WITHIN SHERIFF'S OFFICE FUND  
#2267

BE IT RESOLVED, to approve the following appropriation decrease within Warren County  
Sheriff's Office Fund #2267:

\$6,442.02 from #22672200-5320 (Capital Purchases)

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Appropriation Decrease file  
Sheriff (file)

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

# Resolution

Number 24-1616

Adopted Date November 26, 2024

APPROVING AN APPROPRIATION DECREASE FROM SHERIFF'S OFFICE FUND #2294

BE IT RESOLVED, to approve the following appropriation decrease from Warren County Sheriff's Office Fund #2294:


\$9,300.00 from #22942200-5155 (Personal Services Reimbursement)

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Appropriation Decrease file  
Sheriff (file)

# Resolution

Number 24-1617

Adopted Date November 26, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND  
#11011150

BE IT RESOLVED, to approve the following appropriation adjustment:

\$600.00	from	#11011150-5400	(Genl Pros Purchased Services)
	into	#11011150-5911	(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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

MRB/

cc: Auditor   
Appropriation Adjustment file  
Prosecutor (file)

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

# Resolution

Number 24-1618

Adopted Date November 26, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND  
#11011150

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

\$15,500.00 from #11011150-5820 (Genl Pros Health & Life Ins)  
into #11011150-5882 (Genl Pros Vac Leave Payout)

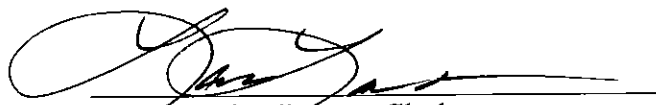
\$ 6,100.00 from #11011150-5820 (Genl Pros Health & Life Ins)  
into #11011150-5881 (Genl Pros Sick Leave Payout)

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_

Laura Lander, Deputy Clerk

MRB/

cc: Auditor ✓  
Appropriation Adjustment file  
Prosecutor (file)  
OMB

# Resolution

Number 24-1619

Adopted Date November 26, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT  
FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,000.00      from    #11011220 5820      (Health & Life Insurance)  
                         into    #11011220 5421      (Rent/Lease)

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor              
Appropriation Adjustment file  
Common Pleas (file)

# Resolution

Number 24-1620

Adopted Date November 26, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN DOMESTIC RELATIONS  
COURT FUND #11011230

BE IT RESOLVED, to approve the following appropriation adjustment:

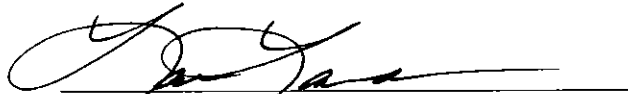
\$1,000.00      from    #11011230-5910      (Other Expense)  
                              into    #11011230-5820      (Health & Life Insurance)

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc:    Auditor ✓  
          Appropriation Adj. file  
          Domestic Relations (file)



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

# Resolution

Number 24-1621

Adopted Date November 26, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN CLERK OF COURTS FUND  
#11011282

BE IT RESOLVED, to approve the following appropriation adjustment:

\$600.00      from    #11011282-5830      (Workers Compensation)  
                 into    #11011282-5114      (Overtime 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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

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

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

# Resolution

Number 24-1622

Adopted Date November 26, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN BOARD OF ELECTIONS FUND  
#11011300

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 9,000.00	from #11011300-5111	(Part Time Employees)
	into #11011300-5102	(Regular Salaries)
\$ 4,000.00	from #11011300-5114	(Overtime Pay)
	into #11011300-5102	(Regular Salaries)
\$ 2,000.00	from #11011300-5317	(Non Capital Purchase)
	into #11011300-5102	(Regular Salaries)
\$ 8,877.00	from #11011300-5370	(Software)
	into #11011300-5102	(Regular Salaries)
\$ 2,900.00	from #11011300-5421	(Rent/Lease)
	into #11011300-5102	(Regular Salaries)
\$ 1,974.00	from #11011300-5820	(Health & Life Insurance)
	into #11011300-5102	(Regular Salaries)
\$ 2,000.00	from #11011300-5850	(Training/Education)
	into #11011300-5102	(Regular Salaries)
\$ 2,250.00	from #11011300-5940	(Travel)
	into #11011300-5102	(Regular Salaries)
\$ 6,100.00	from #11011300-5400	(Purchased Services)
	into #11011300-5102	(Regular Salaries)
\$31,000.00	from #11011300-5400	(Purchased Services)
	into #11011300-5151	(Election Poll Workers)
\$ 1,024.00	from #11011300-5882	(Vacation Leave Payout)
	into #11011300-5811	(PERS)
\$ 5,236.00	from #11011300-5400	(Purchased Services)
	into #11011300-5811	(PERS)
\$ 250.00	from #11011300-5400	(Purchased Services)
	into #11011300-5871	(Medicare)
\$ 600.00	from #11011300-5400	(Purchased Services)
	into #11011300-5910	(Other Expense)

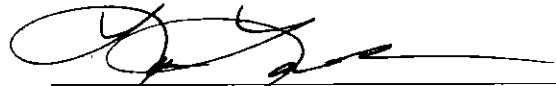
RESOLUTION #24-1622  
NOVEMBER 26, 2024  
PAGE 2

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

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

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

# Resolution

Number 24-1623

Adopted Date November 26, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN FACILITIES MANAGEMENT  
FUND #11011600

BE IT RESOLVED, to approve the following appropriation adjustments:

\$5,000.00	from	#11011600-5318	(Data Bd. Aprov Non Cap)
	into	#11011600-5400	(Purchased Services)
\$5,000.00	from	#11011600-5850	(Training/Education)
	into	#11011600-5400	(Purchased Services)

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Appropriation Adj. file  
Facilities Management (file)

# Resolution

Number 24-1624

Adopted Date November 26, 2024

APPROVE APPROPRIATION ADJUSTMENT WITHIN WARREN COUNTY GARAGE  
FUND #11011620

BE IT RESOLVED, to approve the following appropriation adjustment:


\$4,000.00    from    #11011620-5317    (Garage Non Capital Purchase)  
                  into    #11011620-5114    (Garage Overtime 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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Appropriation Adj. file  
Garage (file)

# Resolution

Number 24-1625

Adopted Date November 26, 2024

**APPROVING APPROPRIATION ADJUSTMENTS WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #11012810**

BE IT RESOLVED, to approve the following appropriation adjustments:

\$2,000.00    from    #11012810-5102    (Regular Salaries)  
                  into    #11012810-5114    (Overtime Pay)

\$2,569.08    from    #11012810-5830    (Workers Compensation)  
                  into    #11012810-5317    (Non Capital Purchase)

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

Resolution adopted this 26th day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Appropriation Adj. file  
Telecom (file)

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

# Resolution

Number 24-1626

Adopted Date November 26, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND  
#2247

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court  
RECLAIM Fund #2247:

\$200.00      from #22471242-5400      (Purchased Services)  
                 into #22471242-5811      (PERS)

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)

# Resolution

Number 24-1627

Adopted Date November 26, 2024

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND #2247

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court RECLAIM fund #2247:

\$2,000.00      from    #22471242-5400      (Purchased Services)  
                  into    #22471242-5911      (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 – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)



# Resolution

Number 24-1628

Adopted Date November 26, 2024

APPROVING APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND  
#5510

WHEREAS, the Water and Sewer Department incurs costs pertaining to uniform clothing and personal equipment; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs.

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

\$7,500.00 from #55103200-5998 (Reserve/Contingency)  
into #55103200-5855 (Clothing/Personal Equipment)

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laufa Lander, Deputy Clerk

mbz

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

# Resolution

Number 24-1629

Adopted Date November 26, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN THE SEWER REVENUE FUND #5580

WHEREAS, the Water and Sewer Department incurs costs pertaining to uniform clothing and personal equipment; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs.

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

\$4,000.00	from	#55803300-5998	(Reserve/Contingency)
	into	#55803300-5855	(Clothing/Personal Equipment)

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

mbz

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

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

# Resolution

Number 24-1630

Adopted Date November 26, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN THE CLERK OF COURTS  
CERTIFICATE OF TITLE ADMINISTRATION FUND #2250

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 3,500.00 from #22501260-5317 (Non Capital Purchase)  
into #22501260-5430 (Utilities).

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

/js

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

# Resolution

Number 24-1631

Adopted Date November 26, 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.

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

/kp


cc:

Commissioners' file

Department	Vendor Name	Description	Amount
PRO	PREMIER NETWORK SOLUTIONS INC	PRO A/V EQUIPMENT GJ ROOM/MULT	\$ 27,006.00 *capital purchase/ contract in packet
FAC	FRED B DE BRA CO	FAC HVAC CONTROLS	\$ 120,000.00 *capital purchase/ state contract
FAC	TERRACON CONSULTANTS INC	FAC - BLANKET FOR MATERIALS TE	\$ 10,000.00 *capital purchase/ blanket po
TEL	ALLSTATE TOWER INC	TEL- TOWER SITE INSPECTIONS	\$ 23,350.00 *purchased service/ contract in packet
SHE	AXON ENTERPRISE INC	SHE BODY CAMERA EQUIPMENT	\$ 66,994.50 *non capital purchase/ contract in packet
SHE	AXON ENTERPRISE INC	SHE BODY CAMERA STORAGE / SOFT	\$ 77,661.00 *non capital purchase/ contract in packet
SHE	AXON ENTERPRISE INC	SHE BODY CAMERA TRAINING / SET	\$ 1,300.00 *non capital purchase/ contract in packet
TEL	OHIO STATE UNIVERSITY	TEL- "RENEWAL" VMWARE LICENSIN	\$ 338,622.70 *software/ contract in packet
TEL	OHIO STATE UNIVERSITY	TEL- VMWARE SOFTWARE LICENSE &	\$ 107,360.64 *software/ contract in packet
SHE	22 THREE INC	SHE INDOOR RANGE FACILITY	\$ 2,700.00 *purchased service/ contract in packet

Department	Vendor Name	Description	Amount
WAT	RICK STEMPFLEY	WAT EMER ASPHLT ROAD RESTORATION	\$ 115,000.00 *increase

11/26/24 APPROVED BY:


---

 Martin Russell, County Administrator

# Resolution

Number 24-1632

Adopted Date November 26, 2024

APPROVING ADDENDUM TO CONTRACT FOR POLICE PROTECTION WITH DEERFIELD TOWNSHIP, ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE

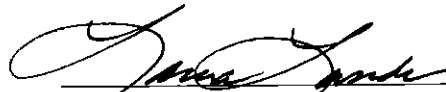
BE IT RESOLVED, to approve Addendum to Contract for Police Protection with Deerfield Township, on behalf of the Warren County Sheriff's Office as attached hereto and made a part hereof.

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: C/A—Deerfield Township  
Sheriff (file)

ATTACHMENT A  
2025 PAYROLL ADDENDUM

Police protection contract between the Sheriff of Warren County, Ohio and the Deerfield Township, Warren County, Ohio.

In conjunction with the terms and conditions of the above referenced contract relative to the number of and the compensation for the services of Deputy Sheriff, and the following schedule of payments, shall be implemented commencing as of January 1, 2025 and continuing through midnight on December 31, 2025.

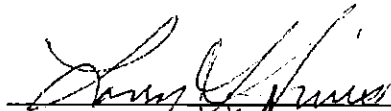
SALARIES	\$ 2,728,054.00
OVERTIME	\$ 312,000.00
PERS	\$ 550,250.00
MEDICARE	\$ 44,081.00
WORKER'S COMP	\$ 60,801.00
INSURANCE	\$ 432,944.00
TOTAL	\$ 4,128,130.00

These totals may fluctuate with changes of personnel and be documented in the biweekly payroll record.

1 <sup>ST</sup> QUARTER INVOICE:	\$1,032,032.50
2 <sup>ND</sup> QUARTER INVOICE:	\$1,032,032.50
3 <sup>RD</sup> QUARTER INVOICE:	\$1,032,032.50
4 <sup>TH</sup> QUARTER INVOICE:	\$1,032,032.50

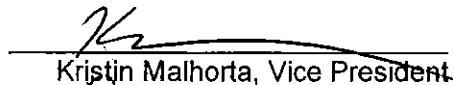
All other conditions and terms shall remain in effect.

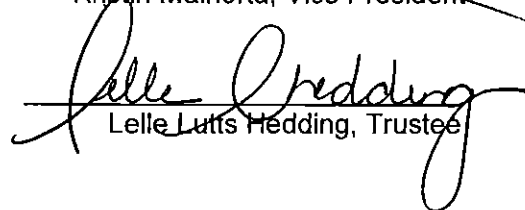
In witness where of, the parties have hereunto set their hands on this 19<sup>th</sup> day of November, 2024, at Deerfield Township, Ohio

  
Larry L. Sims, Sheriff


  
Julie Seltz, President

  
Board of County Commissioners

  
Kristin Malhorta, Vice President

  
Lelle Lutts Hedding, Trustee

APPROVED AS TO FORM

  
Adam M. Nice  
Asst. Prosecuting Attorney

# Resolution

Number 24-1633

Adopted Date November 26, 2024

## RESOLUTION TO ENTER INTO TARGET MASTER SETTLEMENT AGREEMENT SETTLING SUBDIVISION PARTICIPATION AND RELEASE FORM

WHEREAS, the Warren County Board of Commissioners has standing as a party to participate in the Master Settlement Agreement against Target Corporation [attached below and incorporated by reference herein] to settle claims related to the National Opioid Epidemic, and;

WHEREAS, this Board engaged the firm of Plevin and Gallucci to advise as to the claims and potential settlement of the above-described opioid litigation, and said firm has presented settlement agreement and participation agreements related thereto.


NOW THEREFORE BE IT RESOLVED, to enter into and execute the Target Master Settlement Agreement Exhibit B Settling Subdivision Participation and Release Form [attached below and incorporated by reference herein], and to hereby authorize the Warren County Administrator Martin Russell to execute the Target Master Settlement Agreement Exhibit B Subdivision Participation and Release Form, and to execute any additional documents that are necessary to effectuate the settlement of claims against Target Corporation related to the opioid epidemic.

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Litigation file  
Martin Russell  
Frank Gallucci, Attorney  
Adam Nice



## MASTER SETTLEMENT AGREEMENT

### PREAMBLE

This Master Settlement Agreement (“MSA” or “Agreement”) is entered into by and among the Settling Local Political Subdivisions identified in Exhibit A, (the “Settling Subdivisions”), and Target Corporation (“Target”). Collectively, the above will be referred to as the “Parties.”

**WHEREAS**, the Settling Subdivisions have or will assert cases and/or claims against Target involving, arising from, related to, or in connection with damages, costs, monies, abatement and/or any other remedies or relief relating to or arising from past and/or continuing opioid-related injuries, damages, costs, nuisances and/or harms allegedly caused by Target;

**WHEREAS**, Target has denied and continues to deny any liability for the claims asserted by the Settling Subdivisions;

**WHEREAS**, without any admission of wrongdoing, fault, culpability or liability of any kind, and without any concession as to the strength or weakness of any actual or potential claim(s) or defense(s), the Parties desire to (a) avoid the delay, uncertainty, inconvenience, and expense of protracted litigation by the Settling Subdivisions, and (b) fully and finally resolve, settle and release all Claims (as defined below) that have been, could have been, or could in the future be asserted against any of the Target Released Entities (as defined below) relating to the Released Claims (as defined below);

**NOW, THEREFORE**, in consideration of the above recitals and the promises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### TERMS AND CONDITIONS

1. **Defined Terms.** In this Settlement Agreement, the following terms shall have the following respective meanings:

A. “Action(s)” means all proceedings brought by the Settling Subdivisions against Target related to the Covered Conduct and/or the Products, in any state or federal court, including the cases identified in Exhibit A.

B. “Aggregate Settlement Amount” means the sum of \$14,000,000 U.S. dollars to be paid by Target to the Settling Subdivisions in accordance with Paragraph 2.

C. “Alleged Harms” means the alleged past, present, and future financial and societal harms and related expenditures arising out of the alleged misuse and abuse of Products, including those expenditures that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders.

D. “Claim(s)” means any cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative or indemnity claim, request,

assessment, charge, covenant, damage, debt, lien, loss, fine, penalty, restitution, reimbursement, disgorgement, expenses, judgement, right, obligation, dispute, action, suit, controversy, parens patriae claim, attorneys' fees and costs, claim for payment of unpaid fees, and/or any grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory, or administrative, whether arising under federal, state, or local common law, statute regulation, guidance, ordinance, or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen, or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in any forum, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, abatement, attorneys' fees, expert fees, consultant fees, fines, penalties, expenses, costs, or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

E. "Claim-Over" means a Claim asserted by a Non-Released Party against Target Released Entity on the basis of contribution, indemnity, or any claim-over theory relating to Claims arising out of or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by Target) asserted by a Releasor against the Target Released Entities.

F. "Covered Conduct" means any and all actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, service, work, misstatement, misleading statement, or other activity or inactivity of any kind whatsoever from the beginning of time (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, service, work, misstatement, misleading statement, or other activity or inactivity of any kind whatsoever) relating in any way to: (1) any alleged opioid-related overdoses, abuses, crises, epidemics, injuries, or costs; (2) the discovery, research, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, relabeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, ordering, auditing, analyzing, dispensing, training, physical security, warehousing, use or abuse of, training or education relating to, or operating policies or procedures relating to, any Products, or any system, plan, policy, procedure, program, data, campaign, or advocacy relating to any Product; (3) the characteristics, properties, risks, or benefits of any Product and/or any Product used in combination with any other Product; (4) the monitoring, auditing, reporting, disclosure, non-monitoring, non-reporting, or non-disclosure to federal, state, or other governmental officials or regulators of any acts, omissions, failures to act, conduct, events, transactions, or occurrences relating to any controlled substances, including Products; and/or (5) any acts, omissions, failures to act, conduct, events, transactions, or occurrences that were or could have been alleged in the Action, including but not limited to in the Petition. The Parties intend that "Covered Conduct" be interpreted broadly.

G. “Dismissal Order(s)” means the order that shall be filed in the Actions upon execution of this Agreement by the Settling Subdivisions dismissing the filed actions as to Target with prejudice.

H. “Effective Date” means the last date on which all of the following have occurred, and all of the following are conditions precedent to making this a final and binding Agreement:

(i) the Agreement is fully executed;

(ii) Target has paid the Aggregate Settlement Amount to the Settling Subdivisions in accordance with Paragraph 2;

(iii) all Settling Subdivisions have executed and provided to Target a Settling Subdivision Release; and

(iv) the Settling Subdivisions have filed dismissals with prejudice of all of their claims asserted against Target in the Actions identified in Exhibit A.

I. “Execution Date” means the date on which this Settlement Agreement is executed by the last Party to do so.

J. “Escrow Account” means an escrow account established by or on behalf of the Settling Subdivisions, for the wire transfer of the Aggregate Settlement Amount contemplated by Paragraph 2(a).

K. “Non-Released Parties” means any person or entity other than the Target Released Entities.

L. “Notice Designees” has the meaning set forth in Paragraph 19.

M. “Opioid Remediation” means care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures) designed to remediate Alleged Harms, including to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic. Qualifying expenditures may include reasonable related administrative expenses.

N. “Parties” has the meaning set forth in the Preamble.

O. “Product(s)” means: (1) all medications approved by the U.S. Food & Drug Administration composed of or containing natural, synthetic, or semisynthetic chemicals that bind to opioid receptors in the brain or body, including but not limited to prescription medications containing fentanyl, hydrocodone, hydromorphone, methadone, morphine, oxycodone, tapentadol, tramadol, buprenorphine, butorphanol, codeine, propoxyphene, and diphenoxylate, whether generic or branded, in whatever form, including but not limited to tablet, capsule, pill, patch, spray, and film, and whether or not listed by the U.S. Drug Enforcement Administration (“DEA”) as Schedule II, III, or IV drugs pursuant to the

federal Controlled Substances Act; (2) chemicals that bind opioid receptors in the brain or body referred to in the Petition or otherwise related to the Covered Conduct and/or the Action; (3) any other controlled substances alleged to have contributed to, caused, or impacted the opioid crisis or alleged to have contributed to, caused, or impacted the opioid crisis or alleged to be abused in combination with Products, including but not limited to benzodiazepines, muscle relaxants, anesthetics, and sedatives; and (4) opiate antagonists, including but not limited to naloxone and naltrex.

P. “Released Claims” means any Claim by any Releasor against any Released Entity in any way arising from, growing out of or in any manner relating to, or based on the Covered Conduct or any Claim or potential Claim arising from or relating to the allegations that have been made or could have been made in the Actions. For the avoidance of doubt, the term “Released Claims” includes, but is not limited to: (a) Claims for alleged violations of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961 et seq.; (b) Claims for alleged violations of state corrupt practices acts; (c) Claims for alleged violations of any federal, state, or local law, regulation, or ordinance concerning controlled substances; (d) Claims alleging any statutory or common law public nuisance; (e) Claims alleging any statutory or common law fraud, negligence, injury through criminal acts, conspiracy, or unjust enrichment; (f) Claims seeking the abatement of any nuisance or other condition the Settling Subdivisions’ jurisdictions; and (g) Claims seeking relief for any sort of harm to the public or public interest. For the avoidance of doubt, this Settlement Agreement does not purport to release any claims that have been brought by the Non-Settling Entities, who are not parties or privies to this Settlement Agreement.

Q. “Releasors” means (a) the Settling Subdivisions and (b) all of their past, present, and future agencies, authorities, boards, commissions, councils, departments, districts, divisions, offices, predecessors, successors, assigns, officials (elected or unelected), employees, attorneys, agents, representatives, and any other persons or entities within control of any of the foregoing or through which any of the foregoing may take action or on whose behalf they have the right to give the releases set forth in this Settlement Agreement.

R. “Settlement Agreement” is this Master Settlement Agreement as defined in the Preamble.

S. “Settling Subdivision Release” shall mean the Settling Subdivision Participation and Release Form attached as Exhibit B.

T. “Settling Subdivisions” are the local political subdivisions identified in Exhibit A, as defined in the Preamble.

U. “Target Released Entities” means Target Corporation, and all and each of its past, present, and future parents, related organizations, subsidiaries, divisions, departments, controlled entities, unincorporated business units, holding companies, affiliates, successors, or predecessors, and any of the past, present, and future officers, directors, stockholders, administrators, partners, members, associates, agents, attorneys, advisors, servants, subrogees, employees, representatives, beneficiaries, administrators,

assigns, heirs, consultants, principals, and trustees, and their respective insurers and reinsurers in their capacity as such, of any of the foregoing entities. The Parties intend that "Target Released Entities" be interpreted broadly.

2. **Payment of Aggregate Settlement Amount.** In full and final satisfaction of all Released Claims, the Aggregate Settlement Amount shall be paid to the Settling Subdivisions as follows:
  - (a) Within 30 (thirty) days of the later of (a) the Execution Date or (b) the date that Target receives a completed W-9 and wire instructions from the Settling Subdivisions' counsel, Napoli Shkolnik PLLC, Target shall make a total payment of \$14,000,000 as the Aggregate Settlement Amount into the Escrow Account, for the benefit of the Settling Subdivisions.
  - (b) The Aggregate Settlement Amount will be apportioned among the Settling Subdivisions using allocation percentages used in previous National Opioid Settlements and used by the Settling Subdivisions at the sole discretion of the Settling Subdivisions and their counsel. Target shall not participate in the apportionment and shall not be responsible for the methodology or cost of the apportionment. The sufficiency of the Aggregate Settlement Amount is acknowledged by the Parties and is inclusive of all attorneys' fees and costs and any and all other charges, fees, liens and/or costs associated with completing the terms of this Settlement Agreement, including, but not limited to, any and all assessments for any common benefit and/or court mandated assessment funds, any payments that may be required to satisfy liens or subrogation interests, and any fees and costs associated with the setup and the administration of apportionment of the Aggregate Settlement Amount.
  - (c) Within 45 (forty-five) days of payment of the Aggregate Settlement Amount, all Settling Subdivisions identified in Exhibit A shall provide executed Settling Subdivision Releases to Target. Upon Target's receipt of all Settling Subdivision Releases, the funds in the Escrow Account shall immediately and by the terms of the Escrow Account be released to the Settling Subdivisions.
  - (d) Releases.
    - (i) Upon the Effective Date, Releasers shall be deemed to have fully, finally, and forever released the Released Entity from all Released Claims with prejudice. For the avoidance of doubt, Releasers hereby absolutely, unconditionally, and irrevocably covenant not to bring, file, or claim, or to cause, assist, or permit to be brought, filed, or claimed, any Released Claims of any type in any forum whatsoever arising from Covered Conduct against the Target Released Entities. This Settlement Agreement shall constitute and may be pleaded as a complete bar to any Released Claim.
    - (ii) It is the intention of the Parties in executing this Settlement Agreement to effect a good-faith settlement by certain alleged joint tortfeasors. The

Releasors intend to release Target Released Entities from any and all potential Released Claims for contribution or equitable or implied indemnity that may exist under any state or federal statutory or common law.

- (iii) The releases set forth in this Settlement Agreement shall become effective immediately upon the Effective Date.

3. **Dismissals.** Within three (3) business days after the Execution Date, the Settling Subdivisions shall file a Notice of Voluntary Dismissal with Prejudice in the Actions, voluntarily dismissing with prejudice all of the Settling Subdivisions' claims against Target with prejudice and without costs.

4. **Confidentiality.**

a. The Settling Subdivisions and their counsel agree that they will not disclose, publish, publicize, disseminate, or otherwise communicate to any individual or entity any term, condition, or provision of this Agreement, including the Aggregate Settlement Amount or allocated settlement amount, except as is required by law, including under the any sunshine, open records or open meeting acts.

b. The confidentiality provisions in this Agreement do not prohibit or restrict the Settling Subdivisions from making such disclosures as are required by law, including under applicable open records or open meeting acts, nor does this Section prohibit disclosures or communications to governmental agencies or entities, courts, tax advisors, attorneys, insurers, reinsurers, or accountants who require such information.

c. In the event that, pursuant to a valid subpoena, court order, or other valid legal process in any litigation, the Local Government's attendance, testimony, or production of documents is commanded or required which would require disclosure of the Agreement and/or any of its terms, conditions, or monetary consideration, unless prohibited or restricted by applicable law or court order, the Settling Subdivisions will promptly provide Target with written notice for the purpose of determining whether to intervene in order to maintain the confidentiality of the information, and shall exercise reasonable efforts to attempt to maintain the confidentiality of this Agreement.

d. The Settling Subdivisions and their employees, attorneys, agents, and any other representatives covenant and agree that, except as is required by law, including under applicable open records or open meeting acts, they will not disclose or reveal to any person, corporation, newspaper, radio station, television station, or any other entity whatsoever, nor will they directly or indirectly, cause to be disclosed, revealed, published, publicized, disseminated, or communicated, to any person, corporation, media outlet or entity, any information whatsoever

concerning the terms, methodologies, computations, or conditions of this Agreement, including the settlement amount.

**5. Non-Disparagement.**

The Settling Subdivisions agree not to make any statement related to Target, written or verbal, including but not limited through their commissioners, directors and officers, employees, agents, attorneys, representatives, departments, and divisions, to any person or entity that is critical, denigrating, or otherwise reasonably likely to be harmful to Target, or to be injurious to the goodwill, reputation, or business standing of Target. Notwithstanding the foregoing, this non-disparagement clause shall not preclude the Settling Subdivisions from any good faith response to any inquiries under oath or in response to governmental inquiries, or to statements made in the course of legal proceedings, to the extent any such statements are allowed under, and subject to the notice requirement of, the final clause in Paragraph 4 of this Agreement.

**6. Contribution, Indemnification, Non-Party Settlement and Claim-Over.**

- (a) **Statement of Intent.** The Parties agree that they have entered into this Agreement in good faith based upon numerous factors, including the Target Released Entities' role in the pharmacy market, and that payment made under this Agreement shall be the sole payment made by the Target Released Entities to the Settling Subdivisions involving, arising out of, or related to the Covered Conduct, the Products, the Action, and/or allegations encompassed by the Petition. It is the further intent of the Parties that the Target Released Entities should not seek contribution or indemnification (other than pursuant to any insurance contract) from other parties for their payment obligation under this Agreement; that Claims by the Settling Subdivisions against Non-Released Parties should not result in additional payments by the Target Released Entities, whether through contribution, indemnification, or any other means; and that this Agreement meets the requirements of applicable law or doctrine that reduces or discharges a released party's liability to any other parties.
- (b) **Non-Party Settlement.** To the extent that, on or after the Effective Date, any Settling Subdivision settles any Claims it may have against any Non-Released Party arising out of or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Target Released Entity), the Products, and/or the Action, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Settling Subdivision will include in the Non-Released Party settlement (or in the case of a Non-Released Party settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, a prohibition on contribution or

indemnity of any kind or a release from such Non-Released Party in favor of the Target Released Entities or any Claim-Over.

- (c) Claim-Over. In the event that any Settling Subdivision obtains a settlement or judgement with respect to the Covered Conduct, the Products, and/or the Action against a Non-Released Party that does not contain a prohibition on contribution or indemnity of any kind or a release from such Non-Released Party in favor of the Target Release Entities, or any Settling Subdivision files or has filed a Claim arising out of or related to Covered Conduct, the Products, and/or the Action against a Non-Released Party in bankruptcy, and such Non-Released Party asserts a Claim arising out of or related to Covered Conduct, the Products, and/or the Action against a Target Released entity (a "Claim-Over"), then the Settling Subdivision and Target Released Entities shall take the following actions to ensure that the Target Released Entities do not pay more with respect to the Covered Conduct, the Products, and/or the Action to the Settling Subdivision or to the Non-Released Party than the amount owed under this Agreement by Target:
- (i) Target shall notify the Settling Subdivision of the Claim-Over within sixty (60) days of the assertion of the Claim-Over or sixty (60) days of the Effective Date of this Agreement, whichever is later; and
  - (ii) The Settling Subdivision and Target shall meet and confer and take steps sufficient and permissible under the law to hold the Target Released Entities harmless from the Claim-Over and ensure that the Target Released Entities are not required to pay more with respect to the Covered Conduct, the Products, and/or the Action than the amount owed by Target under this Agreement. Such steps may include, where permissible: filing of motions to dismiss or such other appropriate motion by Target or the Target Released Entities, and supported by the Settling Subdivision, in response to any Claim filed in litigation or arbitration; reduction of that Settling Subdivision's Claim and any judgement it has obtained or may obtain against such Non-Released Party by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that the Settling Subdivision has obtained, may obtain, or has authority to control from such Non-Released Party; and such other actions as the Settling Subdivision and Target may devise to hold the Target Released Entities harmless from the Claim-Over.

**7. Automatic Termination.**

The accomplishment of an Effective Date within 45 (forty-five) days of Target's payment of the Aggregate Settlement Amount to the Settling Subdivisions in accordance with Paragraph 2 is an important term of this Agreement. If the Effective Date does not occur within 45 (forty-five) days of Target's Aggregate Settlement Amount payment, then this Agreement is automatically terminated and becomes null, void, and of no effect whatsoever. In that event, the parties automatically will revert to their respective positions immediately prior to the "as of" execution date of this Agreement, and the Parties will



proceed in the Action as if no Agreement had ever been made; provided, however, that the Settlement Amount will be returned to Target within 60 (sixty) days of Target's Aggregate Settlement Amount payment. The time period under this paragraph may be extended upon written agreement by the parties.

8. **Settlement Allocation.** The Settlement Amount will be apportioned among the Settling Subdivisions using allocation percentages used in previous National Opioid Settlements and used by the Settling Subdivisions at the sole discretion of the Settling Subdivisions.
9. **Use of Settlement Payments.** It is the intent of the Parties that the Settlement Amount be for Opioid Remediation. In no event may less than eighty-five percent (85%) of the Settlement Amount (less any amounts used to pay attorneys' fees, investigation costs, or litigation costs) be spent on Opioid Remediation.
10. **No Third-Party Beneficiaries.** Nothing in this Settlement Agreement is intended to or shall confer upon any third party any legal or equitable right, benefit, or remedy of any nature whatsoever.
11. **No Admission of Liability.** Target is entering into this Agreement solely for the purpose of settlement, and nothing contained herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Target expressly denies. Target does not admit that it caused or contributed to any public nuisance or harm, and Target does not admit any wrongdoing that was or could have been alleged by the Settling Subdivisions. No part of this Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Target.
12. **Entire Agreement.** This Agreement represents the full and complete terms of the settlement entered into by the Parties hereto. In any action undertaken by the Parties, no prior versions of this Agreement and no prior versions of any of its terms that were not entered by the Court in this Agreement, may be introduced for any purpose whatsoever.
13. **Waiver, Modification, or Amendment.** This Settlement Agreement shall not be subject to waiver, modification, or amendment, unless by written instrument duly executed by all. Waiver of a right under this agreement shall not be deemed a waiver of any other right. Forbearance, temporary waiver, or other failure to enforce any right under this Agreement shall not constitute a permanent waiver. This Agreement is agreed upon without trial or adjudication of any issue of fact or law or finding of liability of any kind and shall not be construed or used as a waiver or limitation of any defense otherwise available (including, but not limited to, jurisdictional defenses) to Target or any other Target Released Entity in any action (including, but not limited to, the Action) or any other proceeding.
14. **Arm's Length Negotiations.** The Parties agree and stipulate that this Agreement was negotiated on an arm's-length basis between parties of equal bargaining power. The Agreement has been drafted jointly by counsel for each Party.

15. **Counterparts.** This Agreement may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.
16. **Governing Law.** The terms of this Agreement shall be governed by the laws of the State of Minnesota.
17. **Most Favored Nation.** If, within six (6) months after execution of this Agreement, Target enters into a global settlement, which resolves opioid-related claims with at least ninety percent (90%) of the municipalities or subdivisions where Target operated a pharmacy that dispensed opioids (“Target Global Settlement”), and if a Settling Subdivision to this Agreement would otherwise qualify for the Target Global Settlement but for its release under this Agreement, the Settling Subdivision will not be prohibited from pursuing from the Target Global Settlement fund the difference between its Individual Settlement Amount and any settlement allocations it would receive on or before December 31, 2025, under the Target Global Settlement, provided that this paragraph does not create any additional obligations on Target and provided that Target is not required to pay an additional monetary amount to either the Settling Subdivision or the Target Global Settlement because of the Settling Subdivision’s participation in either this Agreement or the Target Global Settlement. A Settling Subdivision must pursue this amount prior to December 31, 2025.
18. **Venue.** Any suits, actions or proceedings arising out of this Agreement shall be brought in in the United States District Court for the District of Minnesota. If subject matter jurisdiction (including diversity jurisdiction) does not exist in the United States District Court for the District of Minnesota for any such claim, then the exclusive forum and venue for any such action shall be the courts of the State of Minnesota located in Hennepin County.
19. **Notice.** All Notices under this Settlement Agreement shall be provided to the following Notice Designees via email and Overnight Mail:

**FOR TARGET**

Target Corporation  
Attn: Target Law Department  
1000 Nicollet Mall  
Minneapolis, MN 55403  
[GL.Legal@Target.com](mailto:GL.Legal@Target.com)

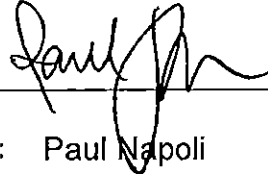
James Stephen Bennett  
Faegre Drinker Biddle & Reath LLP  
110 W. Berry Street, Suite 2400  
Fort Wayne, Indiana 46802  
[stephen.bennett@faegredrinker.com](mailto:stephen.bennett@faegredrinker.com)

Subject to Federal Rule of Evidence 408 and State Equivalents

IN WITNESS WHEREOF, this Settlement Agreement has been read and signed by the duly authorized representatives of each of the Parties.

Date: 8/30/2024

By:



Name: Paul Napoli

Title: Partner

Date: 9/3/2024

By: s/Jacob Vandelist

Name: Jacob Vandelist

Title: Director Counsel, Target Corporation

**TARGET MASTER SETTLEMENT AGREEMENT**

**EXHIBIT B**

**SETTLING SUBDIVISION PARTICIPATION AND RELEASE FORM**

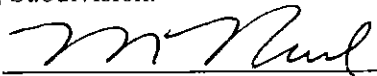
Local Political Subdivision / Governmental Entity:
State:
Authorized Official:
Address 1:
Address 2:
City, State, Zip:
Phone:
Email:

The local political subdivision / governmental entity identified above ("*Settling Subdivision*"), in order to obtain and in consideration for the benefits provided to the Settling Subdivision pursuant to the Settlement Agreement, and acting through the undersigned authorized official, hereby elects to participate in the Settlement Agreement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Settling Subdivision is aware of and has reviewed the Settlement Agreement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Settling Subdivision elects to participate in the Settlement Agreement and become a Releasor as provided therein.
2. The Settling Subdivision through its counsel shall promptly move to dismiss with prejudice any Released Claims that it has filed.
3. The Settling Subdivision agrees to the terms of the Settlement Agreement pertaining to Releasors as defined therein, and specifically the Settling Subdivision acknowledges and agrees that it is the intent of the Parties that the Settlement Amount be for Opioid Remediation, as defined in the Settlement Agreement, and that in no event may less than eighty-five percent (85%) of the Settlement Amount (less any amounts used to pay attorneys' fees, investigation costs, or litigation costs) be spent on Opioid Remediation. Settling Subdivision agrees to either maintain the Settlement Amount in an account designated for Opioid Remediation, or at its discretion, shall cooperate with any reasonable request by Target for a report accounting for the disbursement of the settlement funds.
4. By agreeing to the terms of the Settlement Agreement and becoming a Releasor, the Settling Subdivision is entitled to monetary payments.

5. The Settling Subdivision hereby becomes a Releasor for all purposes in the Settlement Agreement, along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Settling Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Settlement Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Settling Subdivision to release claims. The Settlement Agreement shall be a complete bar to any Released Claim.
  
6. Nothing herein is intended to modify in any way the terms of the Settlement Agreement, to which Settling Subdivision hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Settlement Agreement in any respect, the Settlement Agreement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Settling Subdivision.

Signature: 

Name: Martin Rusich

Title: Administrator

Date: 11/26/24

# Resolution

Number 24-1634

Adopted Date November 26, 2024

CONTINUING PUBLIC HEARING FOR REZONING APPLICATION OF IMMOBILTEC USA (CASE #2024-04) TO REZONE APPROXIMATELY 10.0509 ACRES FROM COMMUNITY COMMERCIAL BUSINESS ZONE "B2" TO LIGHT INDUSTRIAL MANUFACTURING ZONE "I1" IN FRANKLIN TOWNSHIP

WHEREAS, pursuant to Resolution #24-1444, dated October 29, 2024, this Board scheduled a Public Hearing for November 19, 2024 at 9:05 a.m. for the rezoning application of Immobiltec USA owner of record (Case #2024-04), to rezone approximately 10.0059 acres from Community Commercial Business Zone "B2" to Light Industrial Manufacturing Zone "I1" in Franklin Township; and

WHEREAS, due to the lack of a quorum on November 19, 2024 the public hearing was rescheduled to the next available meeting date of November 26, 2024; and

WHEREAS, the applicant was not available on November 26<sup>th</sup> and requested a continuance to December 3, 2024.


NOW THEREFORE BE IT RESOLVED, to continue the public hearing, at the request of the applicant, for the rezoning application of Immobiltec USA owner of record (Case #2024-04), to rezone approximately 10.0059 acres from Community Commercial Business Zone "B2" to Light Industrial Manufacturing Zone "I1" in Franklin Township; said public hearing to be continued to December 3, 2024, at 10:30 a.m.

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

Resolution adopted this 26<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

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

/kp

cc: RPC  
RZC  
Rezoning file  
Applicant  
Township Trustees