

# Resolution

Number 20-1182

Adopted Date August 25, 2020

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR KELLY NAPIER WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Kelly Napier, Eligibility Referral Specialist II within the Warren County Department of Job and Family Services, Human Services Division, has successfully completed a 365-day probationary period, effective August 11, 2020; and

NOW THEREFORE BE IT RESOLVED, to approve Kelly Napier's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$15.68 per hour effective pay period beginning August 15, 2020.

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

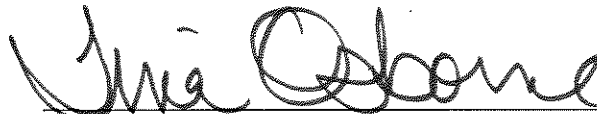
Mr. Young – yea

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 25<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)  
K. Napier's Personnel File  
OMB – Sue Spencer

# Resolution

Number 20-1183

Adopted Date August 25, 2020

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR IRINA BOOHER WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Irina Booher, Eligibility Referral Specialist II within the Warren County Department of Job and Family Services, Human Services Division, has successfully completed a 365-day probationary period, effective August 11, 2020; and

NOW THEREFORE BE IT RESOLVED, to approve Irina Booher's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$15.68 per hour effective pay period beginning August 15, 2020.

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

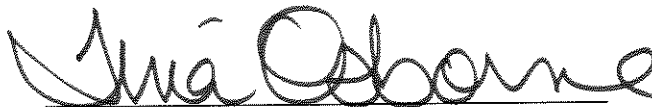
Mr. Young – yea

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 25<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)  
Irina Booher's Personnel File  
OMB – Sue Spencer

# Resolution

Number 20-1184

Adopted Date August 25, 2020

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR KAYLA CREECH WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Kayla Creech, Eligibility Referral Specialist I within the Warren County Department of Job and Family Services, Human Services Division, has successfully completed a 365-day probationary period, effective August 11, 2020; and

NOW THEREFORE BE IT RESOLVED, to approve Kayla Creech's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$14.90 per hour effective pay period beginning August 15, 2020.

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

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

Resolution adopted this 25<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)  
Kayla Creech's Personnel File  
OMB – Sue Spencer

# Resolution

Number 20-1185

Adopted Date August 25, 2020

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR KRISTEN THOMAS WITHIN WARREN COUNTY OHIO MEANS JOBS

WHEREAS, Kristen Thomas, Customer Advocate I within Warren County OhioMeansJobs, has successfully completed a 365-day probationary period, effective August 30, 2020; and

NOW THEREFORE BE IT RESOLVED, to approve Kristen Thomas's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$1656 per hour effective pay period beginning August 29, 2020.

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

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

Resolution adopted this 25<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: OhioMeansJobs (file)  
Kristen Thomas' Personnel File  
OMB – Sue Spencer

# Resolution

Number 20-1186

Adopted Date August 25, 2020

APPROVE FULL-TIME HOURS FOR ALLISON LYONS, COMMUNITY MANAGER,  
WITHIN THE WARREN COUNTY TELECOMMUNICATIONS DEPARTMENT

WHEREAS, the Deputy Director has requested to increase Ms. Lyons scheduled number of hours to forty (40) hours weekly; and


NOW THEREFORE BE IT RESOLVED, approve full time hours, forty (40) hours, for Allison Lyons, Community Manager within Telecommunications Department, effective pay period beginning August 29, 2020.

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

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

Resolution adopted this 25<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 20-1187

Adopted Date August 25, 2020

APPROVE VOLUNTARY DISABILITY SEPARATION FOR DARRELL C. HELTON, SEWER COLLECTIONS WORKER III, WITHIN THE WATER AND SEWER DEPARTMENT, EFFECTIVE AUGUST 21, 2020

WHEREAS, a pre-separation conference was scheduled for August 20, 2020; and

WHEREAS, Mr. Helton requested voluntary disability separation and waived his right to a pre-separation conference; and


NOW THEREFORE BE IT RESOLVED, to approve the voluntary disability separation for Darrell C. Helton, Sewer Collections Worker III, within the Water and Sewer Department effective August 21, 2020; copy of voluntary separation attached hereto and made a part hereof.

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

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

Resolution adopted this 25<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

H/R

cc: Water Sewer(file)  
Darrell Helton's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 20-1188

Adopted Date August 25, 2020

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY  
AUGUST 27, 2020

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,  
August 27, 2020.

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

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

Resolution adopted this 25<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor   
Commissioners file  
Press

# Resolution

Number 20-1189

Adopted Date August 25, 2020

AMEND RESOLUTION #20-0399 ACKNOWLEDGING RECEIPT OF FEBRUARY 2020 FINANCIAL STATEMENT

WHEREAS, pursuant to Resolution #20-0399 adopted March 10, 2020, an incorrect financial statement was attached; and

NOW THEREFORE BE IT RESOLVED, to amend resolution #20-0399, adopted March 10, 2020 to attach the correct financial statement; as attached hereto and made a part hereof.

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

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

Resolution adopted this 25<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Auditor (file)   
S. Spencer  
Tina Osborne



# Financial Statement for 2020 Period 2



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	41,107,259.52	4,760,912.19	5,547,591.07	40,320,580.64	313,764.32	40,634,344.96
2201	SENIOR CITIZENS SERVICE LEVY	9,011,119.16	0.00	9,500.00	9,001,619.16	2,000.00	9,003,619.16
2202	MOTOR VEHICLE	3,732,913.23	822,793.62	341,040.46	4,214,666.39	23,163.92	4,237,830.31
2203	HUMAN SERVICES	945,643.96	598,714.51	309,708.61	1,234,649.86	19,552.07	1,254,201.93
2205	BOARD OF DEVELOPMENTAL DISABIL	33,542,006.90	185,744.19	1,162,532.65	32,565,218.44	80,582.81	32,645,801.25
2206	DOG AND KENNEL	646,642.84	100,801.05	34,608.40	712,835.49	5,114.33	717,949.82
2207	LAW LIBRARY RESOURCES FUND	330,147.06	52,096.09	26,633.78	355,609.37	8,744.42	364,353.79
2208	CO&TRANSIT MEDICAID SALES TAX	835,463.72	0.00	0.00	835,463.72	0.00	835,463.72
2209	BOE ELECTIONS SECURITY GRANTS	50,000.00	0.00	0.00	50,000.00	0.00	50,000.00
2210	LOCAL CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00
2215	VETERAN'S MEMORIAL	4,172.14	0.00	0.00	4,172.14	0.00	4,172.14
2216	RECORDER TECH FUND 317.321	337,054.72	10,247.25	42,592.10	304,709.87	31,718.04	336,427.91
2217	BOE TECHNOLOGY FUND 3501.17	1,595,286.26	0.00	0.00	1,595,286.26	0.00	1,595,286.26
2218	COORDINATED CARE	750,632.83	7,602.50	20,612.00	737,623.33	13,885.00	751,508.33
2219	WIRELESS 911 GOVERNMENT ASSIST	237,151.60	34,018.49	11,704.62	259,465.47	0.00	259,465.47
2220	CP INDIGENT DRVR INTRLK/MONITG	5,079.77	105.27	0.00	5,185.04	0.00	5,185.04
2221	CC/MC INDIGENT DRIVER INTERLOC	96,659.47	1,005.89	0.00	97,665.36	0.00	97,665.36
2222	JUV INDIGENT DRIVER INTERLOCK	1,555.35	50.00	0.00	1,605.35	0.00	1,605.35
2223	PROBATE/JUVENILE SPECIAL PROJ	232,534.26	3,145.50	1,070.22	234,609.54	0.00	234,609.54
2224	COMMON PLEAS SPECIAL PROJECTS	298,076.56	6,318.00	37,424.00	266,970.56	500.00	267,470.56
2227	PROBATION SUPERVISION 2951.021	592,861.40	3,355.55	5,927.33	590,289.62	946.00	591,235.62
2228	MENTAL HEALTH GRANT	105,078.31	7,500.00	5,402.80	107,175.51	0.00	107,175.51
2229	MUNICIPAL MOTOR VEH PERMIS TAX	1,809,623.27	46,665.15	0.00	1,856,288.42	0.00	1,856,288.42
2231	CO LODGING ADD'L 1%	58,968.91	64,156.65	58,968.91	64,156.65	0.00	64,156.65
2233	DOMESTIC SHELTER	2,728.00	2,888.74	0.00	5,616.74	0.00	5,616.74
2237	REAL ESTATE ASSESSMENT	4,119,701.64	1,802.50	43,120.35	4,078,383.79	338.94	4,078,722.73
2238	WORKFORCE INVESTMENT BOARD	15,670.76	137,255.96	133,498.40	19,428.32	119,425.80	138,854.12
2243	JUVENILE GRANTS	313,649.27	3,823.80	6,990.92	310,482.15	0.00	310,482.15
2245	CRIME VICTIM GRANT FUND	30,269.99	6,557.58	8,374.33	28,453.24	28.50	28,481.74
2246	JUVENILE INDIGENT DRIVER ALCOH	23,100.22	79.50	0.00	23,179.72	0.00	23,179.72
2247	FELONY DELINQUENT CARE/CUSTODY	812,658.22	0.00	73,691.70	738,966.52	2,995.25	741,961.77

# Financial Statement for 2020 Period 2



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2248	TAX CERTIFICATE ADMIN FUND	29,075.00	0.00	0.00	29,075.00	0.00	29,075.00
2249	DTAC-DELINQ TAX & ASSESS COLLE	562,822.34	2,487.60	15,327.17	549,982.77	900.00	550,882.77
2250	CERT OF TITLE ADMIN FUND	3,975,804.84	209,240.82	104,097.22	4,080,948.44	1,103.61	4,082,052.05
2251	COAP GRANT - OPIOD ABUSE PROG	306,644.11	82,832.29	1,999.95	387,476.45	0.00	387,476.45
2252	WC TECHNOLOGY CRIMES UNIT	0.00	0.00	0.00	0.00	0.00	0.00
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEP/TANF	66,872.66	11,303.25	23,415.91	54,760.00	59.24	54,819.24
2255	MUNICIPAL VICTIM WITNESS FUND	44,910.60	80,000.00	4,222.93	120,687.67	0.00	120,687.67
2256	WARREN COUNTY SOLID WASTE DIST	1,261,728.70	1,948.23	14,211.92	1,249,465.01	1,883.02	1,251,348.03
2257	OHIO PEACE OFFICER TRAINING	84,932.00	0.00	3,450.00	81,482.00	0.00	81,482.00
2258	WORKFORCE INVESTMENT ACT FUND	57,322.48	59,200.00	59,116.72	57,405.76	27,337.66	84,743.42
2259	JTPA	1,675.19	0.00	0.00	1,675.19	0.00	1,675.19
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	99,622.13	9,378.00	73,981.70	35,018.43	0.00	35,018.43
2262	COMMUNITY CORRECTIONS MONITORI	524,689.06	30,193.38	23,157.80	531,724.64	315.00	532,039.64
2263	CHILD SUPPORT ENFORCEMENT	649,032.33	377,988.79	258,882.76	768,138.36	464.34	768,602.70
2264	EMERGENCY MANAGEMENT AGENCY	207,977.17	0.00	17,707.18	190,269.99	483.02	190,753.01
2265	COMMUNITY DEVELOPMENT	595,527.49	17,400.00	24,199.95	588,727.54	0.00	588,727.54
2266	COMM DEV-ENT ZONE MONITOR FEES	103,063.00	0.00	0.00	103,063.00	0.00	103,063.00
2267	LOEB FOUNDATION GRANT	20,000.00	0.00	0.00	20,000.00	0.00	20,000.00
2268	INDIGENT GUARDIANSHIP FUND	206,927.70	1,520.00	0.00	208,447.70	0.00	208,447.70
2269	INDIGENT DRIVER ALCOHOL TREATM	551,573.17	5,564.79	0.00	557,137.96	0.00	557,137.96
2270	JUVENILE TREATMENT CENTER	541,211.00	11,353.74	97,911.06	454,653.68	471.88	455,125.56
2271	DTAC-PROSECUTOR ORC 321.261	125,319.68	0.00	14,320.46	110,999.22	0.00	110,999.22
2272	CP INDIGENT DRVR ALC TREATMT	11,586.08	0.00	0.00	11,586.08	0.00	11,586.08
2273	CHILDREN SERVICES	7,832,573.28	363,718.31	754,602.52	7,441,689.07	369,885.41	7,811,574.48
2274	COUNTY COURT COMPUTR 1907.261A	57,058.53	1,314.00	251.85	58,120.68	25.00	58,145.68
2275	COUNTY CRT CLK COMP 1907.261B	31,098.84	3,356.69	0.00	34,455.53	0.00	34,455.53
2276	PROBATE COMPUTER 2101.162	79,102.76	414.00	0.00	79,516.76	0.00	79,516.76
2277	PROBATE CLERK COMPUTR 2101.162	208,663.01	1,382.00	0.00	210,045.01	0.00	210,045.01
2278	JUVENILE CLK COMPUTR 2151.541	10,020.84	1,603.29	3,530.00	8,094.13	0.00	8,094.13

# Financial Statement for 2020 Period 2



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2279	JUVENILE COMPUTER 2151.541	35,385.03	480.33	0.00	35,865.36	0.00	35,865.36
2280	COMMON PLEAS COMPUTER 2303.201	34,383.74	1,335.00	0.00	35,718.74	0.00	35,718.74
2281	DOMESTIC REL COMPUTER 2301.031	12,613.07	189.00	0.00	12,802.07	0.00	12,802.07
2282	CLERK COURTS COMPUTER 2303.201	269,545.23	4,888.00	0.00	274,433.23	0.00	274,433.23
2283	COUNTY CT SPEC PROJ 1907.24B1	1,658,739.08	21,687.65	4,374.43	1,676,052.30	1,596.13	1,677,648.43
2284	COGNITIVE INTERVENTION PROGRAM	372,905.37	9,337.10	14,327.75	367,914.72	120.00	368,034.72
2285	CONCEALED HANDGUN LICENSE	734,281.78	9,135.00	5,433.40	737,983.38	0.00	737,983.38
2286	SHERIFF-DRUG LAW ENFORCEMENT	15,302.50	250.00	0.00	15,552.50	751.04	16,303.54
2287	SHERIFF-LAW ENFORCEMENT TRUST	131,650.78	0.00	1,617.19	130,033.59	1,423.76	131,457.35
2288	COMM BASED CORRECTIONS DONATIO	587.47	10,000.00	87.00	10,500.47	0.00	10,500.47
2289	COMMUNITY BASED CORRECTIONS	419,049.40	60,030.00	49,132.16	429,947.24	150.00	430,097.24
2290	HAZ MAT EMERG PLAN SPEC FUND	3.20	0.00	0.00	3.20	0.00	3.20
2291	SHERIFF-D.A.R.E. PROGRAM	1,001.40	0.00	0.00	1,001.40	0.00	1,001.40
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00
2293	SHERIFF GRANTS	59,206.00	0.00	46,818.00	12,388.00	40,210.00	52,598.00
2294	SHERIFF DARE LAW ENFORC GRANT	6,634.55	0.00	0.00	6,634.55	0.00	6,634.55
2295	TACTICAL RESPONSE UNIT	61,653.46	13,843.69	194.39	75,302.76	560.65	75,863.41
2296	COMP REHAB DWNPMT ASST COMMDEV	43,545.14	100.00	0.00	43,645.14	0.00	43,645.14
2297	ENFORCEMT & EDUCATN 4511.19G5A	110,855.93	780.00	0.00	111,635.93	0.00	111,635.93
2298	REHAB INC FUNDS	79,776.74	0.00	0.00	79,776.74	0.00	79,776.74
2299	COUNTY TRANSIT	1,504,477.48	5,507.90	11,176.68	1,498,808.70	0.00	1,498,808.70
3327	BOND RETIREMENT SPECIAL ASSMT	209,615.33	0.00	0.00	209,615.33	0.00	209,615.33
3360	STATE OPWC LOAN	0.00	0.00	0.00	0.00	0.00	0.00
3368	2013 RADIO SYSTEM BONDS	0.00	0.00	0.00	0.00	0.00	0.00
3384	TAX INCREMENT FINANCING - P&G	1,327,624.78	0.00	0.00	1,327,624.78	0.00	1,327,624.78
3393	2009 RID BOND GREENS OF BUNNEL	3,036,262.50	0.00	0.00	3,036,262.50	0.00	3,036,262.50
3395	JAIL BONDS 2019	479.09	0.00	0.00	479.09	0.00	479.09
4401	COUNTY WIDE FINANCIAL SOFTWARE	226,889.46	0.00	0.00	226,889.46	0.00	226,889.46
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLEFOSTERSBRIDGE&WALL	39,368.67	0.00	0.00	39,368.67	0.00	39,368.67
4432	EDWARDSVILLE ROAD BRIDGE	25,835.52	0.00	5,755.30	20,080.22	0.00	20,080.22

# Financial Statement for 2020 Period 2



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00
4434	LIBERTY WAY/MASON RD TURN LANE	5,250.00	0.00	0.00	5,250.00	0.00	5,250.00
4435	STROUT RD BRIDGE 207-0.02	0.00	0.00	0.00	0.00	0.00	0.00
4436	ZOAR RD IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4437	KING AVE BRIDGE PROJECT	63,246.64	200,000.00	13,518.78	249,727.86	0.00	249,727.86
4438	NB COLUMBIA/3C RIGHT TURN LN	0.00	0.00	0.00	0.00	0.00	0.00
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	7,000,000.00	0.00	0.00	7,000,000.00	0.00	7,000,000.00
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00
4454	FIELDS-ERTEL RD IMPROV PROJ	638,188.85	0.00	0.00	638,188.85	0.00	638,188.85
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	6,744,138.42	0.00	301,077.27	6,443,061.15	174,949.51	6,618,010.66
4479	AIRPORT CONSTRUCTION	619,100.14	6,109.70	0.00	625,209.84	0.00	625,209.84
4484	P&G TIF ROAD CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	162,737.47	0.00	0.00	162,737.47	0.00	162,737.47
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4492	COMMUNICATION PROJECTS	3,568,345.45	0.00	154,585.23	3,413,760.22	0.00	3,413,760.22
4493	BUNNELL HILL RD CONSTRCTN RID	212,585.70	0.00	13,167.00	199,418.70	9,850.00	209,268.70
4494	COURTS BUILDING	1,835,153.38	0.00	0.00	1,835,153.38	0.00	1,835,153.38
4495	JAIL CONSTRUCTION SALES TAX	51,014,382.23	931,650.81	1,871,034.72	50,074,998.32	0.00	50,074,998.32
4496	JUVENILE DETENTION ADDN & RENO	281,460.94	0.00	0.00	281,460.94	0.00	281,460.94
4497	JAIL CONSTRUCTION & REHAB	9,963,833.75	0.00	0.00	9,963,833.75	0.00	9,963,833.75
4498	COUNTY FAIRGROUNDS CONSTRUCTN	90,961.58	0.00	81,000.00	9,961.58	0.00	9,961.58
4499	JUVENILE/PROBATE CT EXPANSION	737,932.43	0.00	38,218.52	699,713.91	0.00	699,713.91
5510	WATER REVENUE	34,452,366.92	1,724,220.81	686,560.31	35,490,027.42	280,996.68	35,771,024.10
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	2,511,197.52	0.00	704,913.76	1,806,283.76	286,840.82	2,093,124.58
5580	SEWER REVENUE	27,746,605.05	1,452,184.81	610,375.42	28,588,414.44	164,455.83	28,752,870.27

# Financial Statement for 2020 Period 2



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
5581	SEWER IMPROV-WC VOCATIONAL SCH	209,449.99	0.00	0.00	209,449.99	0.00	209,449.99
5583	WATER CONST PROJECTS	1,914,421.52	0.00	203,852.22	1,710,569.30	2,259.20	1,712,828.50
5590	STORM WATER TIER 1	105,917.74	0.00	11,103.42	94,814.32	0.00	94,814.32
6619	VEHICLE MAINTENANCE ROTARY	276,297.58	44,751.91	49,669.94	271,379.55	9,736.87	281,116.42
6630	SHERIFF'S POLICING REVOLV FUND	1,261,197.05	0.00	587,923.78	673,273.27	0.00	673,273.27
6631	COMMUNICATIONS ROTARY	263,772.91	6,583.32	2,707.12	267,649.11	3,178.58	270,827.69
6632	HEALTH INSURANCE	4,486,737.48	981,895.95	727,130.81	4,741,502.62	2,625.00	4,744,127.62
6636	WORKERS COMP SELF INSURANCE	1,073,117.86	751,179.71	63,443.45	1,760,854.12	10,280.09	1,771,134.21
6637	PROPERTY & CASUALTY INSURANCE	685,893.55	0.00	0.00	685,893.55	0.00	685,893.55
6650	GASOLINE ROTARY	271,316.21	60,220.68	92,589.35	238,947.54	22,243.81	261,191.35
7707	P.E.R.S. ROTARY	2,741.88	0.00	0.00	2,741.88	0.00	2,741.88
7708	TOWNSHIP FUND	0.00	2,317,710.66	2,317,710.66	0.00	0.00	0.00
7709	CORPORATION FUND	2,299.08	1,527,346.43	1,528,986.83	658.68	0.00	658.68
7713	WATER-SEWER ROTARY FUND	197,787.68	3,550,475.99	3,424,941.50	323,322.17	28,798.63	352,120.80
7714	PAYROLL ROTARY	122,556.32	3,192,845.13	3,169,761.83	145,639.62	669,315.90	814,955.52
7715	NON PARTICIPANT ROTARY	3,861.60	3,861.60	3,475.44	4,247.76	0.00	4,247.76
7716	SCHOOL	0.00	56,920,000.00	56,920,000.00	0.00	0.00	0.00
7717	UNDIVIDED GENERAL TAX	69,049,833.76	149,365,995.56	60,154,136.44	158,261,692.88	9,219.25	158,270,912.13
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	24,520.18	25,383.66	0.00	49,903.84	0.00	49,903.84
7720	LOCAL GOVERNMENT FUND	0.00	422,679.98	422,679.98	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	0.00	0.00	0.00	0.00	0.00	0.00
7722	CIGARETTE LICENSE TAX	172.02	0.00	100.21	71.81	100.21	172.02
7723	GASOLINE TAX	0.00	530,635.09	530,635.09	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	73,459.64	0.00	0.00	73,459.64	0.00	73,459.64
7725	UNDIVIDED WIRELESS 911 GOV ASS	8,447.92	68,036.99	42,466.41	34,018.50	0.00	34,018.50
7726	MOTOR VEHICLE LICENSE TAX	0.00	904,727.48	904,727.48	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
7728	TREASURER TAX REFUNDS	13,281.21	56,510.07	0.00	69,791.28	3,454.15	73,245.43
7729	CORONAVIRUS RELIEF DIST FUND	0.00	0.00	0.00	0.00	0.00	0.00
7731	COUNTY LODGING TAX	177,266.62	192,819.32	177,266.60	192,819.34	20.00	192,839.34

# Financial Statement for 2020 Period 2



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7734	REAL ESTATE ADVANCE PAYMENT	1,425.52	1,210.37	0.00	2,635.89	0.00	2,635.89
7740	TRAILER TAX	3,465.73	3,246.62	0.00	6,712.35	0.00	6,712.35
7741	LIFE INSURANCE	16,878.30	10,258.50	10,205.99	16,930.81	0.00	16,930.81
7742	LIBRARIES	0.00	474,290.56	474,290.56	0.00	0.00	0.00
7744	ARMCO PARK TOURNAMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00
7745	STATE	4,309.35	2,358.89	4,309.35	2,358.89	4,309.35	6,668.24
7746	MIAMI CONSERVANCY DISTRICT FUN	18,051.40	0.00	0.00	18,051.40	0.00	18,051.40
7747	ADVANCE ESTATE TAX	845.74	0.00	0.00	845.74	0.00	845.74
7751	UNDIVIDED INTEREST	420,801.97	14,449.49	0.00	435,251.46	0.00	435,251.46
7754	OHIO ELECTIONS COMMISSION FUND	0.00	0.00	0.00	0.00	0.00	0.00
7756	SEWER ROTARY	137,169.58	163,510.20	64,374.29	236,305.49	82,675.00	318,980.49
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	153,741.70	153,741.70	0.00	0.00	0.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	21,566.63	1,146.65	891.40	21,821.88	0.00	21,821.88
7766	ESCROW ROTARY	784,984.33	12,661.00	0.00	797,645.33	4,000.00	801,645.33
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PYMT PRO/PRE/SALES	0.00	0.00	0.00	0.00	0.00	0.00
7769	BANKRUPTCY POST PETITION CONDU	671.28	2,503.31	0.00	3,174.59	0.00	3,174.59
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	0.00	0.00
7774	ARSON OFFENDER REGISTR FEE	95.00	0.00	0.00	95.00	0.00	95.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	13,224.50	11,895.25	11,705.50	13,414.25	5,504.75	18,919.00
7776	UNDIVIDED EVIDENCE SHERIFF	20,233.58	0.00	0.00	20,233.58	222.70	20,456.28
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	578,221.51	183,018.61	625,835.50	135,404.62	221,718.57	357,123.19
7779	UNDIVIDED DRUG TASK FORCE SEIZ	420,963.26	0.00	8,613.93	412,349.33	0.00	412,349.33
7781	REFUNDABLE DEPOSITS	415,765.52	19,053.89	10,903.94	423,915.47	4,651.10	428,566.57
7782	SHERIFF - LOST/ABANDONED PROPE	911.32	0.00	0.00	911.32	0.00	911.32
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	3,360.99	0.00	0.00	3,360.99	0.00	3,360.99
7788	UNDIVIDED PUBLIC UTILITY Dereg	0.00	0.00	0.00	0.00	0.00	0.00

# Financial Statement for 2020 Period 2



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7789	FORFEITED LAND	0.00	0.00	0.00	0.00	0.00	0.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00
7792	ZONING & BLDG BOND FUND	4,400.00	0.00	1,000.00	3,400.00	200.00	3,600.00
7793	HOUSING TRUST AUTHORITY	124,170.60	99,959.60	0.00	224,130.20	0.00	224,130.20
7795	UNDIVIDED INDIGENT FEES	292.38	1,891.00	2,183.38	0.00	378.20	378.20
7796	MUNICIPAL ORD VIOLATION INDIGE	7,209.90	738.27	568.00	7,380.17	86.00	7,466.17
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	18,952.47	18,952.47	0.00	0.00	0.00
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	730,303.82	1,318.39	0.00	731,622.21	0.00	731,622.21
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	7,914,098.72	161,358.67	418,357.70	7,657,099.69	7,526.97	7,664,626.66
9912	FOOD SERVICE	118,161.67	213,838.10	140.00	331,859.77	82.51	331,942.28
9915	PLUMBING BOND-HEALTH DEPT.	19,000.00	1,500.00	500.00	20,000.00	500.00	20,500.00
9916	STATE REGULATED SEWAGE PROGRAM	91,854.60	5,920.00	1,796.00	95,978.60	90.00	96,068.60
9925	SOIL & WATER CONSERVATION DIST	701,234.52	88,932.78	50,758.37	739,408.93	1,872.87	741,281.80
9928	REGIONAL PLANNING	291,029.90	35,122.40	35,254.54	290,897.76	468.50	291,366.26
9938	WARREN COUNTY PARK DISTRICT	549,344.83	146,881.94	66,241.39	629,985.38	10,524.04	640,509.42
9944	ARMCO PARK	130,578.66	5,192.00	53,406.35	82,364.31	10,404.40	92,768.71
9953	WATER SYSTEM FUND	24,400.35	682.40	258.21	24,824.54	70.00	24,894.54
9954	MENTAL HEALTH RECOVERY BOARD	11,309,380.09	419,044.59	890,226.85	10,838,197.83	279,719.13	11,117,916.96
9961	HEALTH GRANT FUND	92,111.75	19,319.46	20,709.03	90,722.18	0.00	90,722.18
9963	CAMPGROUNDS	3,596.59	0.00	0.00	3,596.59	0.00	3,596.59
9976	HEALTH - SWIMMING POOL FUND	100,329.85	0.00	0.00	100,329.85	314.00	100,643.85
9977	DRUG TASK FORCE COG	464,632.71	351,759.50	11,095.55	805,296.66	2,936.97	808,233.63
9996	WC FIRE RESPONSE LIFE SAFETY	27,118.36	0.00	27,118.36	0.00	27,118.36	27,118.36
		384,327,035.57	236,130,985.10	148,287,493.98	472,170,526.69	3,414,197.11	425,946,759.68

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for February, 2020 showing the balance on hand in cash in each fund at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

# Resolution

Number 20-1190

Adopted Date August 25, 2020

## SELECTION OF AN ENGINEERING FIRM FOR THE HUNTER SEWER SYSTEM IMPROVEMENTS PROJECT

WHEREAS, this Board of County Commissioners (the "Board") of the County of Warren, Ohio (the "County") recognizing the need to for improvements in the sanitary sewer collection system located in the unincorporated area of Hunter, directed the Warren County Water and Sewer Department on June 2, 2020, through Resolution 20-0793, to issue a Request for Qualifications for aforesated improvements; and

WHEREAS, Section 153.65-71 of the Ohio Revised Code identifies the requirements and procedures for procuring the services of a consulting engineering firm for the development of detailed plans, specifications, and bid documents for the aforesated project; and

WHEREAS, ten qualification submittals from engineering consulting companies were received on July 9, 2020; and

WHEREAS, this Board on June 9, 2020 adopted Resolution 20-0794 that appointed a committee to review qualification submittals from engineering consulting companies and upon adoption, the submittals were reviewed and evaluated by said committee; and

WHEREAS, the Water and Sewer Department requests authorization to begin negotiations with the top ranked engineering firm; and

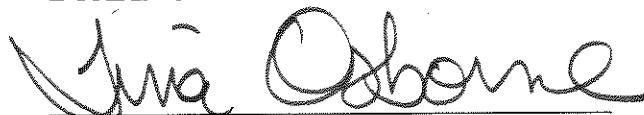
NOW THEREFORE BE IT RESOLVED, to direct the Water and Sewer Department to initiate negotiations with Stantec Consulting Services, Inc. for the respective engineering services.

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

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

Resolution adopted this 25<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
Bid file  
Project File



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

# Resolution

Number 20-1191

Adopted Date August 25, 2020

ENTER INTO AGREEMENT WITH OHIO CSEA DIRECTORS' ASSOCIATION (O.C.D.A.)  
ON BEHALF OF WARREN COUNTY CSEA

BE IT RESOLVED, to authorize the President of the Board to execute an agreement with O.C.D.A. on behalf of Warren County CSEA for three licensed users to the Clear Location Services; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 25<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Ohio CSEA Directors Association  
CSEA (file)

**PARTICIPATION AGREEMENT REGARDING THE  
USAGE OF THE AGREEMENT BETWEEN THE COUNTY COMMISSIONERS  
ASSOCIATION OF OHIO SERVICE CORPORATION AND WEST PUBLISHING  
CORPORATION, EXECUTED IN JUNE, 2019**

This Participation Agreement, regarding the location services for Non-Custodial Parents through public records data to be performed by West Publishing Corporation through the Consolidated Lead Evaluation and Reporting database (CLEAR), is entered into for usage of the program as of ~~June 1, 2019~~ <sup>July 1, 2020 DP</sup> through May 31, 2021, by and between the County Commissioners Association of Ohio Service Corporation ("CCAOSC"), an Ohio for profit corporation and the Board of County Commissioners, WARREN COUNTY, an entity under the auspices of the political subdivision of the State of Ohio ("Participant") and the Ohio CSEA Directors' Association ("OCDA" or "Manager").

**RECITALS**

WHEREAS, CCAOSC wishes to continue assisting Ohio counties which are members of the County Commissioners Association of Ohio (CCAO) and which choose to participate either for themselves or on behalf of boards, agencies, districts or other instrumentalities which are affiliated with them in securing competitively priced location services;

WHEREAS, CCAOSC wishes to avail itself of the expertise of the Ohio CSEA Directors' Association ("OCDA") in relation to the administration of said agreements;

WHEREAS, ORC Section 9.48(B) is the enabling statute that permits a political subdivision to participate in a joint purchasing program operated by a state association of political subdivisions in which the purchasing political subdivision is eligible for membership;

WHEREAS, ORC Section 9.48(C) exempts certain purchases by a political subdivision from competitive bidding through participation in an association program described in ORC Section 9.48(B);

WHEREAS, an original contract was executed by representatives of West Publishing Corporation and by representatives of CCAOSC in February, 2015, and that contract provided for the potential for two additional two-year agreements, and

WHEREAS, CCAOSC, OCDA, AND the Participant(s) are satisfied with the CLEAR product as a database tracker for the complex task of location services, and wish to receive the services for an additional two years, and

WHEREAS, CCAOSC, OCDA and the Participant(s) agree that it is necessary and desirable that this Agreement be entered into in order to provide key investigative content at a competitive statewide price.

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the CCAOSC, the Participant(s) and the Manager agree as follows:

**SECTION 1. DEFINITIONS**

Manager - The Ohio CSEA Directors' Association (hereinafter referred to as OCDA or Manager) will be responsible for all of the administrative activities and expenses associated with the administration of the Agreement.

Participant(s) - An Ohio county which is a member of both the County Commissioners Association of Ohio (CCAO) and OCDA, as well as its boards, agencies, districts or other instrumentalities that are taking part in the Program. The Participants for this Agreement may be the County Job & Family Services Agency, the County Child Support Enforcement Agency or the Children's Services Agency which is taking part in the Program or any other program that is a county-based program in need of location services to fulfill their responsibilities. If another agency is providing services through contract with the local family services agency that requires usage of location services, that agency may be a participant if it is requested by the county family services agency contracting with the non-family services agency for the services and that entity is a Key Partner member of OCDA. A Participant must be a member of OCDA either through a full membership for a county family services agency which includes the child support enforcement agency, or a Key Partner membership for a family services agency which does not include a child support enforcement agency, or a contracted county agency providing services to the child support enforcement agency.

Program – The use of the potential location leads for parents who are currently participants in a family services program.

Program Term - The period commencing <sup>July 1, 2020 or</sup> ~~June 1, 2019~~ and ending on May 31, 2021.

Agreement - That certain contract amendment effective June 1, 2019 between West Publishing Corporation and CCAOSC for location services for non-custodial parents through public records data, in which the OCDA will be providing administrative support. The Agreement is attached hereto and referenced as Exhibit A. This Agreement is valid through May 31, 2021. Any subsequent Agreement beyond May 31, 2021 will go through a competitive procurement process.

## SECTION 2. RESPONSIBILITIES OF THE PARTIES REGARDING AGREEMENT

### A. Participant agrees to:

1. Be bound by the terms and conditions of the Agreement.
2. Monitor its service usage by confirming that usage is for permissive purposes under the original agreement between CCAOSC and West Publishing if requested to do so.
3. Notify Manager if there is a desire to add users after June 1, 2019 with the understanding that they will be added at a rate of \$29.97 per user, per month for the period June 1, 2019 to May 31, 2020, and at the rate of \$30.87 per user, per month, for the period June 1, 2020 to May 31, 2021.
4. Pay a program administrative expense to the Manager of \$80.00 per user, per year. This fee is intended to offset costs associated with the administration of the Agreement by the Manager.
5. Make payment to the Manager for any invoice received within thirty (30) days from receipt, as described in the Agreement. Participant will be invoiced for users monthly starting ~~June 1, 2019~~ <sup>July 1, 2020</sup> until May 31, 2021. The program administrative expense will be invoiced each year in the month of June for 2019 and 2020, respectively. Participants are not responsible for any interest on delayed payments, but agree to be as timely as possible in the processing of said payments.
6. Notify the Manager no later than **March 15, 2021** if it determines that it: i) does not want to utilize the Agreement in future contract periods; ii) does not want to maintain its membership in CCAO; iii) does not want to maintain its membership in the OCDA. Any notices provided pursuant to this paragraph shall also be utilized in the competitive procurement process. Participant must identify the number of users for the next contract period.
7. Maintain its membership in both CCAO and OCDA during the pendency of the Agreement. If the Participant loses membership status during the Agreement time period, any remaining contract fees will be accelerated and due within thirty days of separation from membership, and services may continue to the end of the Agreement time period.
8. Maintain the list of users with access to West Publishing Corporation under the current web-based system. Any deletions should be provided within one week of intention to delete the user.

B. County Commissioners Association of Ohio Service Corporation agrees to:

1. Be bound by the terms and conditions of the Agreement.
2. Immediately notify Participant if West Publishing Corporation proposes any modification, amendment or change to the Agreement.
3. Immediately notify Participant if a public records request is made relating to Participant records that are in the possession of CCAOSC.
4. Give Participant written notice no later than March 15, 2021 if it determines that it will not continue the current agreement or enter into a new agreement after May 31, 2021.
5. Immediately notify Participant if either West Publishing Corporation or CCAOSC exercise its right to terminate the Agreement under Section 8 of such Agreement.
6. Not seek further payment, compensation or remuneration from Participant once payment has been made to Manager for any charges attributable to services it has acquired under the Agreement. In this same regard, CCAOSC and Manager agree to hold Participant harmless for any requests from West Publishing Corporation for payments made by Participant to Manager and not forwarded to West Publishing Corporation.

C. Ohio CSEA Directors' Association (Manager) agrees to:

1. Be bound by the terms and conditions of the Agreement.
2. Assist in the registration and management of users under the Agreement.
3. Assist in the signature of the Participation Agreement.
4. Issue billing statements on a monthly basis. The first one will be for ~~June 1, 2019~~ <sup>July 1, 2020 DP</sup>.

**SECTION 3. AMENDMENTS**

This Agreement may be modified as necessary as long as agreed upon by all three parties and the overall cost of all users does not change from the \$29.97 per month, per user for the Agreement time frame of June 1, 2019 to May 31, 2020, and does not change from the rate of \$30.87 per month, per user, for the Agreement time frame of June 1, 2020 to May 31, 2021.

## **SECTION 4. MISCELLANEOUS**

This Agreement shall be construed under the laws of the State of Ohio.

If the date on which any action or payment required to be taken or made under this Agreement is a Saturday, Sunday or legal holiday in the State of Ohio, that action shall be taken or that payment shall be made on the next succeeding day which is not a Saturday, Sunday or legal holiday.

### **1. DEBT CHECK PROVISION**

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against who a finding for recovery has been issued by the Ohio Auditor of State, if the finding for recovery is unresolved. By entering into this Contract, Vendor warrants that a finding for recovery has not been issued to Vendor by the Ohio Auditor of State. Vendor further warrants that Vendor shall notify the county within one (1) business day should a finding for recovery occur during the Contract term.

### **2. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT**

Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C. 7401), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and any applicable Environmental Protection Agency Regulation. Vendor understands that violations of all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C.7401), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and any applicable Environmental Protection Agency Regulation must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

### **3. ENERGY POLICY AND CONSERVATION ACT**

Vendor agrees to comply with all applicable standards, orders or regulations issued relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

IN WITNESS WHEREOF, the undersigned representatives of CCAOSC, Participant(s), and OCDA, pursuant to the duly adopted authorizing resolutions of their governing boards have signed this Agreement.

**COUNTY COMMISSIONERS ASSOCIATION OF OHIO SERVICE CORPORATION (CCAOSC)**

By: *Kathleen Blasen*

Address: 209 East State Street  
Columbus, Ohio 43215

**COUNTY OF WARREN  
BOARD OF COMMISSIONERS / PROSECUTOR / APPROVING AUTHORITY**

By: *DG*  
David G Young, President

Address: 406 JUSTICE DR.  
LEBANON, OHIO 45036

Date of Adoption of Approving Board Resolution 8/25/2020

**PARTICIPANT AGENCY: WARREN COUNTY CSEA**

By: *[Signature]* 8/5/2020

Address: 500 JUSTICE DR.  
Lebanon, OHIO 45036

If necessary, Approved as to form:

*[Signature]*  
Assisted Prosecutor

**OHIO CSEA DIRECTORS' ASSOCIATION (OCDA)**

By: *[Signature]*

Address: 1103 Schrock Road, Suite 309  
Columbus, Ohio 43229

**AMENDMENT TO THE PARTICIPATION AGREEMENT REGARDING THE  
USAGE OF THE AGREEMENT BETWEEN THE COUNTY COMMISSIONERS  
ASSOCIATION OF OHIO SERVICE CORPORATION  
AND  
WEST PUBLISHING CORPORATION, EXECUTED IN JUNE, 2019**

This Amendment, effective July 1, 2020, is to amend the Participation Agreement Regarding the Usage of the Agreement Between the County Commissioners Association of Ohio Service Corporation and West Publishing Corporation, Executed in June 2019, by and between the County Commissioners Association of Ohio (CCAO) Service Corporation, the Ohio CSEA Directors' Association, Inc. (OCDA) and the Board of County Commissioners, WARREN County, Ohio, regarding the usage of the CLEAR Services Subscriber Agreement between the CCAO Service Corporation, OCDA, and West Publishing Corporation, a Thomson Reuters Business, relative to the provision of internet-based location services for individuals in Public Assistance programs, non-custodial parents and/or relatives for potential adoption placements, as follows:

1.) **SECTION 2. RESPONSIBILITIES OF THE PARTIES REGARDING AGREEMENT, Section A, Article 4**, is hereby amended to read as follows:

Pay a program administration expense to the Manager of \$80.00 per user, per year. This fee is intended to offset costs associated with the administration of the Agreement by the Manager.

Pay Manager for Realtime Incarceration and Arrest Gateway (RTIA) (formally known as JusticeXchange via Appriss) services as follows:

\$100.00 per month per user

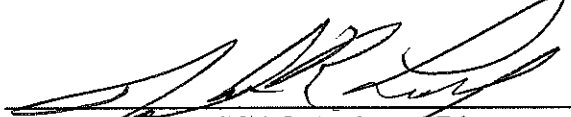
\$44.00 per month for 100 RTIA watches/alerts



All other terms and conditions as contained in the original Participation Agreement shall remain in full force and effect without modifications.


The delivery of a signed copy of this Amendment by Facsimile Transmission (fax) or by e-mail transmission in Portable Digital Format shall constitute effective execution and delivery of this contact as to the parties; and will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such fax or Portable Digital Format signature page were an original Amendment. Signatures of the parties to this Amendment transmitted by facsimile or PDF will be deemed to be their original signatures for all purposes.

**COUNTY COMMISSIONERS ASSOCIATION OF OHIO SERVICE CORPORATION**

  
\_\_\_\_\_  
**John R. Leutz, CCAO Assistant Director**  
209 East State Street  
Columbus, Ohio 45215

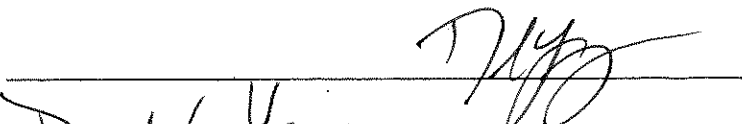
8/7/2020  
Date

**OHIO CSEA DIRECTORS' ASSOCIATION (OCDA)**

  
\_\_\_\_\_  
**Amy Roehrenbeck, Executive Director**  
1103 Schrock Road, Suite 309  
Columbus, Ohio 43229

8/6/2020  
Date

**COUNTY OF WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

  
\_\_\_\_\_  
**David G. Young, President**

8/25/2020  
Date

Board of WARREN County Commissioners

**PARTICIPANT AGENCY**

WARREN COUNTY, CSEA

8/5/2020

[Signature], Director

Date

Agency  
Address 500 JUSTICE DRIVE  
LEBANON, OHIO 45036

As needed:

This Amendment has been reviewed by and is approved as to form by the Office of the  
WARREN County Prosecuting Attorney.

[Signature]

7-17-2020

Keith W. Anderson, Assistant Prosecuting Attorney

Date

Warren County Prosecutor's Office



We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Initial below for a longer Minimum Term.

24 month Minimum Term. Monthly Charges for the second 12 months will be 200 % over the first 12 months.

36 month Minimum Term. Monthly Charges for the second 12 months will be      % over the first 12 months; Monthly Charges for the third 12 months will be      % over the second 12 months.

When your Minimum Term terminates, the following will apply.

**Post Minimum Term for Government Subscribers.** At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel by sending at least 60 days written notice after the Post Minimum Term. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

**Automatic Renewal Term for Non-Government Subscribers Only.** Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

The ProFlex Addendum/Attachment includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments include the list of your personnel to whom passwords are to be issued and other data applicable to your order.

	<b>Enterprise Law Enforcement Subscribers</b>	
--	---	--

You certify that you have up to      sworn officers in your employ at the location identified above and all locations listed on the ProFlex Addendum/Attachment. Our pricing is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

	<b>Subscriber Certification Section</b>	
<b>Required for all accounts that interact with, manage or house inmates or detainees.</b>		

Subscriber Certifications must be completed for every order, including renewals.

By initialing below, Subscriber certifies its understanding and acceptance of the security limits of CLEAR and responsibility for controlling product, Internet and network access:

- Subscriber's Initials. Functionality of CLEAR cannot and does not limit access to non-West Internet sites. It is Subscriber's responsibility to control access to the Internet.
- Subscriber's Initials. Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the CLEAR URL. Subscriber will design, configure and implement its own security configuration.
- Subscriber's Initials. Subscriber will not use any Data nor distribute any Data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.
- Subscriber's Initials. Subscriber will only access CLEAR for administrative or internal business purposes. All use will fully comply with the following restrictions:
  - In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to CLEAR or CLEAR data.
  - Terminals with CLEAR access, access credentials, and CLEAR data will be in secured locations that do not provide inmate/detainee access.
  - No access shall be outsourced or otherwise provided to third parties.
  - Subscriber is solely responsible for ensuring that sensitive information is not made available beyond its stated permissible use.

	<b>IP Address Section</b>	
<b>Only External IP Address(es) or Range(s) Must Be Provided</b>		

Valid External IP Addresses or IP Ranges belonging to your organization and meeting the following requirements must be provided for all CLEAR orders:

- IP Addresses assigned to jurisdictions outside the United States or West approved U.S. Territories are prohibited.
- IP Addresses will not be accepted from the following ranges which are reserved by the Internet Assigned Numbers Authority for special use or private networks: 10.0.0.0 - 10.255.255.255, 127.0.0.0 - 127.255.255.255, 172.16.0.0 - 172.31.255.255, 192.168.0.0 - 192.168.255.255, 169.254.0.0 - 169.254.255.255.
- All IP addresses must be IPv4 addresses.

Permissible IP Address(es) will be those provided below as well as any previously provided IP Address(es) for this Subscriber

Subscriber's Internet Service Provider Name AT&T

Provide IP Address(es) or IP Address Range(s) below

REQUIRED

Additional page(s) may be attached if needed

Beginning IP Address 162.195.83.177 Ending IP Address \_\_\_\_\_

Beginning IP Address \_\_\_\_\_ Ending IP Address \_\_\_\_\_

Beginning IP Address \_\_\_\_\_ Ending IP Address \_\_\_\_\_

Beginning IP Address \_\_\_\_\_ Ending IP Address \_\_\_\_\_

CLEAR Subscribers may receive roaming access to CLEAR by default. Roaming access permits use outside your designated IP Address/Range. We may, at our option, block roaming access.

\_\_\_\_\_ Initial here if you would like us to block roaming access.

If you do not know your company's external IP address(s), try the following:

1. Contact your network administration, firewall or security team
2. Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.)
3. Go to the following URL in your browser: <https://signon.thomsonreuters.com/aboutme> or <http://www.whatismyip.com> to identify your external IP address (NOTE: If you have multiple IP addresses, this tool will only detect one IP address)

Technical Contact for CLEAR Products (if applicable) (Contact for IP Address Issues)

Name (please print) \_\_\_\_\_

Telephone \_\_\_\_\_

E-Mail \_\_\_\_\_

IF APPLICABLE

CLEAR My Account Administrators and Authorized QuickView+ User

My Account is provided as a service to you for user management, general account information and granting access to other My Account users. Identify which person you would like as your My Account Administrator:

Last Name Rodeniser First Name Christy E-Mail Christy@ocda.us

(Required)

QuickView+ is provided as a service to you for estimating your charges. Actual charges billed may vary from Quickview+ due to discounts you receive or other charges, such as taxes. <https://www.quickview.com> Identify which password holder you would like to have Quickview+ access:

Last Name Rodeniser First Name Christy E-mail Christy@ocda.us

CLEAR ProFlex Fixed Rate Renewals

Subscriber Certification section must also be completed for all Subscribers that interact with, manage, or house inmates or detainees.

Sub Matl #

CLEAR ProFlex Products

Current Monthly Charges\*

\* I am aware that the Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Charges shown above.

Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing services that are not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

If the transactional value of your CLEAR usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or

3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

Initial below for Renewal Term.

\_\_\_\_\_ 12 month Renewal Term. Monthly Charges for the first 12 months will be \_\_\_\_\_% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term.

\_\_\_\_\_ 24 month Renewal Term. Monthly Charges for the first 12 months will be \_\_\_\_\_% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be \_\_\_\_\_% over the first 12 months.

\_\_\_\_\_ 36 month Renewal Term. Monthly Charges for the first 12 months will be \_\_\_\_\_% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be \_\_\_\_\_% over the first 12 months; Monthly Charges for the third 12 months will be \_\_\_\_\_% over the second 12 months.

**Post Renewal Term for Government Subscribers.** At the end of the Renewal Term, and your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

**Automatic Renewal Term for Non-Government Subscribers Only.** Your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

CLEAR Products to be Lapsed		
Sub Matl #	Product(s) Description	Account #/Location
41870627	CLEAR GOVERNMENT INVESTIGATIONS BASIC FIXED	
41308775	Enhanced Clear Special Offer	
Miscellaneous		

1. **Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you will pay our collection costs including attorneys' fees.

2. **Settling a Disputed Balance.** Payments marked "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

3. **Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

4. **Excluded Charges.** If you access CLEAR services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf>. Excluded Charges may change after at least 30 days written or online notice.

5. **Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card or debit and electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing, as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

6. **Returns and Refunds.** You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

7. **Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.

8. Thomson Reuters General Terms and Conditions, are located at [legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf](http://legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf) and apply to all products ordered, purchased or licensed on this Order Form except print. In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

9. Regulated Data. Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to uses permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form US in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

10. CLEAR Subscribers via an Alliance Partner. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in paragraph 8 above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

**ACKNOWLEDGMENT**

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name AMY ROCHENBERG  
 Title EXECUTIVE DIRECTOR ORA  
 Date MAY 8 2019  
 Signature X [Signature]

Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Signature: \_\_\_\_\_

For Credit Card Transactions only:		Visa <input type="checkbox"/> Master Card <input type="checkbox"/> Am Ex <input type="checkbox"/>
Card # _____	Expir. Date _____	Total Amt. to Charge _____
Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.		

AUTHORIZED WEST REPRESENTATIVE  
 Signature: [Signature]  
 Printed Name: Check Houston  
 Title: SR Sr. Account Mgr  
 Date: 5/29/2019



These terms govern your use of the Thomson Reuters products and services in your order form (in any format). "We", "our" and "Thomson Reuters" means the Thomson Reuters entity identified in the order form and, where applicable, its affiliates; "you" and "your" means the client, customer or subscriber identified in the order form. Your order form identifies the products and services, the quantities, charges and other details of your order. The order form also refers to and incorporates documents which may apply to the products or services you selected. The order form, applicable incorporated documents and these terms constitute the complete agreement (the "Agreement") and supersede any prior and contemporaneous discussions, agreements or representations and warranties regarding your order. Other terms and conditions you incorporate in any purchase order or otherwise are not part of the Agreement and do not apply. If you are permitted to provide an affiliate with access to any part of the products, you will ensure that such affiliate complies with all provisions of the Agreement applicable to you as if they were its own.

## 1. OUR PRODUCTS & SERVICES

(a) **Limited License.** Together with our licensors, we own and retain ownership of all rights of whatever nature in and to our products, services, and data (whether tangible or intangible). You may access, view, install, use, copy, modify and distribute our property only as expressly specified in the Agreement and each of us shall at all times act in accordance with applicable laws, including export controls and economic sanctions that apply to us in connection with the Agreement.

(b) **Changes to Service.** Our products and services change from time to time, but we will not change the fundamental nature of our products.

(c) **Passwords.** Your access to certain products and services is password protected. You are responsible for assigning the passwords and for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that both your and our property is secure and inaccessible to unauthorized persons.

(d) **Unauthorized Technology.** Unless previously authorized by Thomson Reuters, you must not (i) run or install any computer software or hardware on our products, services or network; use any technology to automatically download, mine, scrape or index our data; or (ii) automatically connect (whether through APIs or otherwise) our data to other data, software, services or networks. Neither of us will knowingly introduce any malicious software or technologies into any products, services or networks.

(e) **Usage Information.** We may collect information related to your use of our products, services and data. We may use this information to test, develop and improve our products and services and to protect and enforce our rights under the Agreement, and we may pass this information to our third party providers for the same purposes.

(f) **Third Party Providers.** Our products and services may include data and software from third parties. Some third party providers require Thomson Reuters to pass additional terms through to you. The third party providers change their terms occasionally and new third party providers are added from time to time. To see the current third party additional terms for our products and services click the following URL: [www.thomsonreuters.com/thirdpartyterms](http://www.thomsonreuters.com/thirdpartyterms). You agree to comply with all applicable third party terms.

(g) **Third Party Supplemental Software.** You may be required to license third party software to operate some of our products and services. Additional terms may apply to the third party software.

(h) **Limitations.** Unless otherwise expressly permitted in the Agreement, you may not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer our property in whole or in part, or as a component of any other product, service or material; (ii) use our property or our third party providers' property to create any derivative works or competitive products; or (iii) allow any third parties to access, use or benefit from our property in any way. Exercising legal rights that cannot be limited by agreement is not precluded. If you are in the business of providing audit, tax, accounting, or legal services to your clients, this Section 1(h) does not preclude you from using our products to benefit your clients in the ordinary course of your business.

(i) **Services.** We will provide the services using reasonable skill and care. The professional services applicable to your order, if any, are described in the ordering document or a statement of work.

(j) **Security.** Each of us will use and will require any third party data processors to use industry standard organizational, administrative, physical and technical safeguards to protect the other's information. Each party will inform the other in accordance with applicable law if such party becomes aware of any unauthorized third-party access to the other party's content and will use reasonable efforts to remedy identified security vulnerabilities.

## 2. INFORMATION SERVICES

(a) **License.** In the ordinary course of your business and for your internal business purposes only you may view, use, download and print data from our information services for individual use and may on an infrequent, irregular and ad hoc basis, distribute limited extracts of our data. Neither such extracts nor downloaded, printed or stored data may reach such quantity as to have independent commercial value and using such data as a substitute for any service (or a substantial part of it)

provided by Thomson Reuters, our affiliates or our third party providers is prohibited. Thomson Reuters and the third party content provider, if applicable, must be cited and credited as the source where data is permitted to be used or distributed. Copyright notices must be retained on transmitted or printed items. Access to certain data may be restricted depending on the scope of your license.

(b) **Further Distribution.** You may also distribute our data: (i) to authorized users; (ii) to government and regulatory authorities, if specifically requested; and (iii) to third party advisors, limited to the extent required to advise you and provided they are not competitors of Thomson Reuters. Laws applicable in your jurisdiction may allow additional uses.

## 3. INSTALLED SOFTWARE

(a) **License.** You may install and use our software and documentation only for your own internal business purposes. Software licenses include updates (bug fixes, patches, maintenance releases), and do not include upgrades (releases or versions that include new features or additional functionality) or APIs unless expressly stated in the order form. Your order form details your permitted installations, users, locations, the specified operating environment and other permissions. You may use our software in object code only. You may make necessary copies of our software only for backup and archival purposes.

(b) **Delivery.** We deliver our software by making it available for download. When you download our software and documentation, if any, you are accepting it for use in accordance with the Agreement.

## 4. THOMSON REUTERS HOSTED SOFTWARE

(a) **License.** You may use our hosted software only for your own internal business purposes.

(b) **Delivery.** We deliver our hosted software by providing you with online access to it. When you access our hosted software, you are accepting it for use in accordance with the Agreement.

(c) **Content.** Our hosted software is designed to protect the content you upload. You grant Thomson Reuters permission to use, store and process your content in accordance with applicable law. Access and use of your content by Thomson Reuters, our employees and contractors will be directed by you and limited to the extent necessary to deliver the hosted software, including training, research assistance, technical support and other services. We may delete or disable your content if required under applicable laws and in such instances, we will use our reasonable efforts to provide notice to you. If your content is lost or damaged, we will assist you in restoring the content to the hosted software from any available backup copy.

## 5. CHARGES

(a) **Payment and Taxes.** You must pay our charges within 30 days of the date of invoice in the currency stated on your order form. If you are a non-government subscriber and you fail to pay your invoiced charges, you are responsible for collection costs including legal fees. You must also pay applicable taxes and duties, other than taxes on our income, in addition to the price quoted unless you provide valid proof that you are exempt. Invoice disputes must be notified within 15 days of the date of the invoice.

(b) **Changes.** Except as otherwise specifically stated in the order form, we may change the charges for our products and services with effect from the start of each renewal term by giving you at least 90 days written notice.

(c) **Excess Use.** You must pay additional charges if you exceed the scope of use specified in your order form, based on the rates specified on the order form or our current standard pricing, whichever is greater. We may change the charges if you merge with, acquire or are acquired by another entity which results in additional access to our products, services or data.

## 6. PRIVACY

Each of us will at all times process, protect and disclose personally identifiable information received as a result of this Agreement ("PII") in accordance with applicable law. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized or unlawful destruction,



loss, alteration, disclosure or access to PII. You acknowledge and agree to the transfer and processing of PII in the geographical regions necessary for Thomson Reuters to fulfill our obligations. When applicable to your location, additional terms will apply to the Agreement, including the General Data Protection Regulation (2016/679) (GDPR) terms located at [www.tr.com/privacy-information](http://www.tr.com/privacy-information).

## 7. CONFIDENTIALITY

Confidential information received from each other will not be disclosed to anyone else except to the extent required by law or as permitted under the Agreement. If a court or government agency orders either of us to disclose the confidential information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. This section shall survive three (3) years after the termination of the Agreement or until the information is no longer deemed confidential under applicable law, whichever occurs first.

## 8. WARRANTIES AND DISCLAIMERS

**THE WARRANTIES IN THIS SECTION ARE THE EXCLUSIVE WARRANTIES FROM US AND EXCLUDE ALL OTHER WARRANTIES, CONDITIONS OR OTHER TERMS (EXPRESS OR IMPLIED), INCLUDING WARRANTIES OF PERFORMANCE, MERCHANTABILITY, NON-INFRINGEMENT, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND CURRENTNESS. IN ENTERING THIS AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS AGREEMENT.**

(a) **EXCLUSION OF WARRANTIES. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE PRODUCTS OR SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. WE DO NOT WARRANT THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE.**

(b) **INFORMATION. OUR INFORMATION PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY, CONDITION OR ANY OTHER TERM OF ANY KIND.**

(c) **SOFTWARE. WE WARRANT OUR SOFTWARE PRODUCTS WILL CONFORM TO OUR DOCUMENTATION FOR 90 DAYS AFTER DELIVERY. IF WE ARE UNABLE TO CORRECT A SOFTWARE ERROR YOU REPORT IN A REASONABLE PERIOD AND MANNER, YOU MAY TERMINATE THE ORDER FORM FOR THE AFFECTED SOFTWARE BY PROMPT WRITTEN NOTICE TO US FOLLOWING THE REASONABLE PERIOD. YOUR ONLY REMEDY AND OUR ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY WILL BE A REFUND OF THE APPLICABLE CHARGES. THE LICENSES WILL IMMEDIATELY TERMINATE.**

(d) **DISCLAIMER. YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY PRODUCTS OR SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE PRODUCTS OR SERVICES. IN NO EVENT SHALL WE OR OUR THIRD PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY.**

(e) **NO ADVICE. WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL AND ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR PRODUCTS, SERVICES OR DATA. YOUR DECISION MADE IN RELIANCE ON THE PRODUCTS OR SERVICES OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS BY YOU OR ANYONE ACCESSING THE SERVICES THROUGH YOU MADE IN RELIANCE ON THE SERVICES, INCLUDING LEGAL, TAX AND ACCOUNTING, COMPLIANCE, FINANCIAL AND/OR RISK MANAGEMENT DECISIONS. YOU AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK IN THESE RESPECTS.**

## 9. LIABILITY

(a) **LIMITATION. EACH PARTY'S OR ANY OF ITS THIRD PARTY PROVIDERS' ENTIRE LIABILITY IN ANY CALENDAR YEAR FOR**

**DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED THE AMOUNT YOU PAID IN THE PRIOR 12 MONTHS FOR THE PRODUCT OR SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) OR BUSINESS INTERRUPTION EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.**

(b) **Unlimited Liability.** Section 9(a) does not limit either party's liability for (i) fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates reckless disregard for the rights of others; (ii) negligence causing death or personal injury; or (iii) infringement of intellectual property rights. Section 9(a) does not limit your liability in relation to Section 9(d) or for claims for reimbursement arising in that section; or to pay the charges on the order form and all amounts for use of the products and services that exceed the usage permissions and restrictions granted to you.

(c) **Third Party Intellectual Property.** If a third party sues you claiming that our products, services or data, excluding any portions of the same provided by our third party providers infringes their intellectual property rights and your use of such products, services or data has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by Thomson Reuters, provided the claim does not result from: (i) a combination of all or part of our products, services or data with technology, products, services or data not supplied by Thomson Reuters; (ii) modification of all or part of our products, services or data other than by Thomson Reuters or our subcontractors; (iii) use of a version of our products, services or data after we have notified you of a requirement to use a subsequent version; or (iv) your breach of this Agreement. Our obligation in this Section 9(c) is conditioned on you (A) promptly notifying Thomson Reuters in writing of the claim; (B) supplying information we reasonably request; and (C) allowing Thomson Reuters to control the defense and settlement.

(d) **Your Responsibilities.** You are responsible for (i) complying with this Agreement; (ii) proper use of our products and services in accordance with all usage instructions and operating specifications; (iii) adhering to the minimum recommended technical requirements; (iv) changes you make to our product, services or data; (v) your combination of our products, services or other property with any other materials; (vi) implementing and maintaining proper and adequate virus or malware protection and proper and adequate backup and recovery systems; (vii) installing updates; (viii) claims brought by third parties using or receiving the benefit of our products, services or data through you, except claims covered by Section 9(c); and (ix) claims resulting from your violation of law, or violation of our or any third party rights. You must reimburse us for any losses we incur with respect to your failure to comply with or otherwise in relation to these responsibilities. We will not be responsible if our product fails to perform because of your third party software, your hardware malfunction, or your actions or inaction. If we learn that our product failed because of one of these, we reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon.

## 10. TERM, TERMINATION

(a) **Term.** The term and any renewal terms for the products and services are described in your order form. If not otherwise stated in the order form, the Agreement will automatically renew annually unless either of us gives the other at least 60 days written notice before the end of the then current term.

(b) **Suspension.** We may on notice terminate, suspend or limit your use of any portion or all of our products, services or other property if (i) requested to do so by a third party provider, court or regulator; (ii) you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement or another agreement between us; a breach of our agreement with a third party provider; or a violation of third party rights or applicable laws. Our notice will specify the cause of the termination, suspension or limitation and, if the cause of the termination suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the product or service. If you do not take the actions or the cause cannot be remedied within 30 days, we may suspend, limit or terminate the Agreement in whole or in part. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.

(c) **Termination.** We may, upon reasonable notice, terminate all or part of the Agreement in relation to a product or service which is being discontinued. Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach and fails to cure the material breach within 30 days of being notified to do so. Any failure to fully pay any amount when due under this Agreement is a material breach for this purpose.

(d) **Effect of Termination.** Except to the extent we have agreed otherwise, upon termination, all your usage rights end immediately and each of us must uninstall or destroy all property of the other and, if requested, confirm this in writing. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue.

(e) **Amendments.** We may amend these General Terms and Conditions from time to time by giving you at least 30 days prior written notice. You may request good faith negotiations regarding the amended terms and conditions. If the parties cannot reach mutual agreement on the amended terms and conditions within 30 days, you may terminate the agreement immediately upon written notice.

#### 11. FORCE MAJEURE

We are not liable for any damages or failure to perform our obligations under the Agreement because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in the products or services and continue for more than 30 days, either of us may terminate any affected product or service on notice to the other.

#### 12. THIRD PARTY RIGHTS

Our affiliates and third-party providers benefit from our rights and remedies under the Agreement. No other third parties have any rights or remedies under the Agreement.

#### 13. GENERAL

(a) **Assignment.** You may not assign, delegate or otherwise transfer the Agreement (including any of your rights or remedies) to anyone else without our prior written consent. We may assign or otherwise transfer the Agreement (including any of our rights or remedies) in whole or in part to an affiliate or any

entity that succeeds to all or substantially all of the assets or business associated with one or more products or services, and will notify you of any such assignment or transfer. We may subcontract any of the services in our sole discretion. Any assignment, delegation or other transfer in contravention of this Section 13(a) is void.

(b) **Feedback.** You grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right to use any comments, suggestions, ideas or recommendations you provide related to any of our products or services in any manner and for any purpose.

(c) **Agreement Compliance.** We or our professional representatives may review your compliance with the Agreement throughout the term of the Agreement. If the review reveals that you have exceeded the authorized use permitted by the Agreement, you will pay all unpaid or underpaid charges.

(d) **Governing Law.** If not otherwise stated in the order form, the Agreement will be governed by the laws of the State of New York and each of us hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts of the State of New York located in New York County to settle all disputes or claims arising out of or in connection with the Agreement.

(e) **Precedence.** The descending order of precedence is: third party license terms contained in Section 1(f) of these terms; the applicable order form; and the remaining provisions of the Agreement.

(f) **Trials.** All trials of our products and services are subject to the terms of these General Terms & Conditions, unless we notify you otherwise. Access to our products and services for trials may only be used for your evaluation purposes.

(g) **Support Provided.** To assist in resolving technical problems with the Services, Thomson Reuters may provide telephone and/or online access to its helpdesk, or may provide self-help tools. Additional information related to the support provided by Thomson Reuters may be described on <http://thomsonreuters.com/support-and-training> or as otherwise provided by Thomson Reuters.

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO  
COUNTY OF FRANKLIN

I, Amy S. Roehrenbeck, holding the title and position of Executive Director at the Ohio CSEA Directors' Association, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

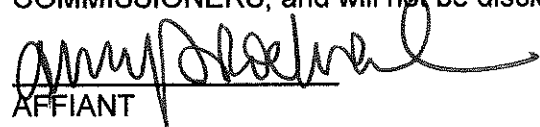
The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

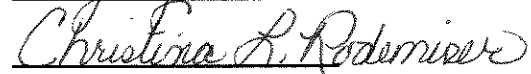
No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

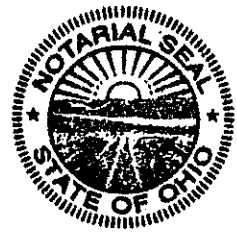
  
AFFIANT

Subscribed and sworn to before me this 23<sup>rd</sup> day of July 20 20

  
(Notary Public),

Licking County.

My commission expires March 4<sup>th</sup> 20 24



**CHRISTINA L. RODENISER**  
Notary Public, State of Ohio  
My Commission Expires  
3/4/2024

THIS RESOLUTION #

INADVERTENTLY

OMITTED

# Resolution

Number 20-1193

Adopted Date August 25, 2020

## ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH JAMES ROEPKE LUNDT AND KRISTA DALE SHEPHARD LUNDT FOR THE BRIDGE MAINTENANCE PROJECT ON EDWARDSVILLE ROAD

WHEREAS, in order to improve the safety of Edwardsville Road a bridge maintenance project is to be completed and in order to perform the work it is necessary to enter onto the property, parcel #18-17-300-003 and #18-17-400-024 located at 6800 Edwardsville Road Blanchester, OH 45107 which is owned by James Roepke Lundt & Krista Dale Shephard Lundt, husband and wife, grantors; and

WHEREAS, in order to complete this work; Grantee requests permission from Grantors to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove debris and silted areas that have formed in Lick Run at and near the vicinity of the bridge.
2. When weather permits, seed and straw any disturbed area.

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a temporary entrance and work agreement with the property owner; and

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with James Roepke Lundt & Krista Dale Shephard Lundt, for the Edwardsville Road bridge maintenance project, a copy of which is attached hereto and made part hereof, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 25<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Lundt, James & Krista  
Engineer (file)

## TEMPORARY ENTRANCE AND WORK AGREEMENT

### ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by James Roepke Lundt and Krista Dale Shephard Lundt, husband and wife, whose tax mailing address is 6800 Edwardsville Road, Blanchester, Ohio 45107 (hereinafter the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

#### Witnesseth:

In order to improve public safety and better serve the needs of the traveling public, bridge maintenance on Edwardsville Road over Lick Run is to be completed. In order to complete the maintenance for the bridge it is necessary to enter onto property owned by Grantors. The subject real estate is located at 6800 Edwardsville Road Blanchester, Ohio 45107, identified as Parcels #18-17-300-003 and #18-17-400-024. Grantee requests permission from Grantors to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove debris and silted areas that have formed in Lick Run at and near the vicinity of the bridge.
2. When weather permits, seed and straw any disturbed area.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, with the exception of any brush, trees, and tree limbs that are removed, to its original condition, but not better than any pre-existing condition.

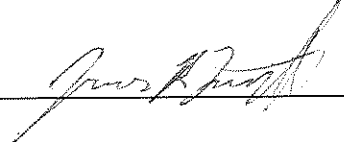
Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantors do hereby grant a *license* to Grantee, its agents and employees, to enter onto the aforesaid real estate to complete the aforementioned items of work.

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Edwardsville Road Bridge #196-1.01 Maintenance Project or until December 31, 2020, whichever comes first.

[the balance of this page is blank]

**IN EXECUTION WHEREOF**, James Roepke Lundt and Krista Dale Shephard Lundt, husband and wife, the Grantors herein, have hereunto set their hands on the date stated below.

**Grantors:**

Signature: 

Printed Name: James Roepke Lundt

Date: 8/14/20  
7-14-20

Signature: 

Printed Name: Krista Dale Shephard Lundt

Date: 8-14-2020

STATE OF Ohio, COUNTY OF Warren, ss.

**BE IT REMEMBERED**, that on this 14<sup>th</sup> day of August, 2020, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to me to be James Roepke Lundt and Krista Dale Shephard Lundt, being the **Grantors** in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed.

**IN TESTIMONY THEREOF**, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



Debra A Lopez

Notary Public

My commission expires: 3/27/24

DEBRA A. LOPEZ  
Notary Public, State of Ohio  
My Commission Expires 03-27-2024

[the balance of this page is blank]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by David G Young, its President on the date stated below, pursuant to Resolution Number 20-1193 dated 8/25/2020

Grantee: \_\_\_\_\_  
Signature: [Signature]  
Printed Name: David G Young  
Title: President  
Date: 8/25/2020

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 25 day of August, 2020 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be David G Young, President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and acknowledged the signing thereof to be his voluntary act and deed, and pursuant to the Resolution authorization him to act.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



LAURA K. LANDER  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 12/26/2022

[Signature]  
Notary Public  
My commission expires: 12/26/2022

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: [Signature]  
Adam Nice, Assistant Prosecutor  
500 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1399  
Fx. (513) 695-2962  
Email: Adam.Nice@warrencountyprosecutor.com



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

# Resolution

Number 20-1194

Adopted Date August 25, 2020

## ACKNOWLEDGE PAYMENT OF BILLS


BE IT RESOLVED, to acknowledge payment of bills from 8/18/20/20 and 8/20/20 as attached hereto and made a part hereof.

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

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

Resolution adopted this 25<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: Auditor

# Resolution

Number 20-1195

Adopted Date August 25, 2020

APPROVE BOND RELEASE FOR PENDRAGON DEVELOPMENT COMPANY, LLC FOR COMPLETION OF IMPROVEMENTS IN ABERLIN SPRINGS, SECTION 1 SITUATED IN UNION TOWNSHIP

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

## EROSION CONTROL PERFORMANCE BOND RELEASE

Bond Number	:	N/A
Development	:	Aberlin Springs, Section 1
Developer	:	Pendragon Development Company, LLC
Township	:	Union
Amount	:	\$78,227.37
Surety Company	:	Lexon Insurance Company LX-277912

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

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

Resolution adopted this 25<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 20-1196

Adopted Date August 25, 2020

ACCEPT AMENDED CERTIFICATE FOR THE SHERIFF'S OFFICE FUND #2295

WHEREAS, the Warren County Sheriff's Office has indicated they will receive additional revenue to the amount of \$21,632.09 in Sheriff's Office Fund #2295; and

NOW THEREFORE BE IT RESOLVED, to accept the amended certificate in the amount of \$83,651.81 for the Warren County Sheriff's Office Fund #2295.

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

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

Resolution adopted this 25<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Amended Certificate file  
Sheriff (file)

# AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

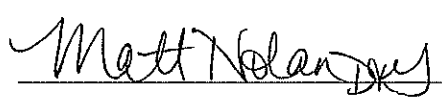
Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, August 19, 2020

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2020, 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, 2020	Taxes	Other Sources	Total
Tactical Response Unit	\$57,019.72		\$26,632.09	\$83,651.81
Fund 2295				
<b>TOTAL</b>	<b>\$57,019.72</b>	<b>\$0.00</b>	<b>\$26,632.09</b>	<b>\$83,651.81</b>

  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ ) Budget  
 \_\_\_\_\_ ) Commission

# Resolution

Number 20-1197

Adopted Date August 25, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS SPECIAL  
PROJECTS FUND #2224

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 58,000.00 into #22241220-5331 (Capital Purchase w/Data Approval)

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

Mr. Young – yea

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 25<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Supplemental App. file  
Common Pleas Court (file)

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

# Resolution

Number 20-1198

Adopted Date August 25, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT  
COMMUNITY BASED CORRECTIONS FUND #2289

BE IT RESOLVED, to approve the following supplemental appropriation:


\$ 1,000.00 into BUDGET-BUDGET 22891227-5910 (Other Expenses)

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

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

Resolution adopted this 25<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Supplemental App. file  
Common Pleas (file)

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

# Resolution

Number 20-1199

Adopted Date August 25, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO SHERIFF'S OFFICE FUND #2295

BE IT RESOLVED, to approve the following supplemental appropriation:


\$1,180.00 into 22952200-5460 (Insurance)

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

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

Resolution adopted this 25<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_  
Supplemental App. file  
Sheriff (file)

# Resolution

Number 20-1200

Adopted Date August 25, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO WATER REVENUE FUND 5510

WHEREAS, the Water and Sewer Department is entering into a real estate purchase and sales agreement for the purchase of various land parcels located in the Village of South Lebanon; and

WHEREAS, a supplemental appropriation is necessary to accommodate said transaction; and

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

\$ 900,100.00 into #55103200-5320 (Capital Purchase)

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

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

Resolution adopted this 25<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: Auditor   
Supplemental App. file  
Water/Sewer (file)



# Resolution

Number 20-1201

Adopted Date August 25, 2020

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

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Clerk of Courts Fund #11011260 in order to process a vacation leave payout for Sherri Wald former employee of Clerk of Courts:

\$1,250.29	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011260-5882	(Clerk of Courts - Vacation Leave Payout)

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

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

Resolution adopted this 25<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

# Resolution

Number 20-1202

Adopted Date August 25, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND  
#1011240

BE IT RESOLVED, to approve the following appropriation adjustments within Juvenile Court fund #11011240:

\$ 400.00	from	11011240-5415	(Indigent Attorneys)
	into	11011240-5317	(Non-Capital Purchase)

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

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

Resolution adopted this 25<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)

# Resolution

Number 20-1203

Adopted Date August 25, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND  
#1011240

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court  
fund #1101240:

\$ 3000.00      from    1101240-5415      (Indigent Attorneys)  
                         into    1101240-5317      (Non-Capital Purchase)

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

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

Resolution adopted this 25<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

# Resolution

Number 20-1204

Adopted Date August 25, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND  
11012200

BE IT RESOLVED, to approve the following appropriation adjustment:

\$54,021.61	from	11012200-5830	(Workers Comp)
	into	11012200-5317	(Non-Capital Purchases)

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

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

Resolution adopted this 25<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

# Resolution

Number 20-1205

Adopted Date August 25, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE JUVENILE DETENTION  
FUND #11012600

BE IT RESOLVED, to approve the following appropriation adjustment within the Juvenile  
Detention fund #11012600:

\$ 2,100.00	from	11012600-5102	(Regular Salaries)
	into	11012600-5317	(Juv Det Non-Capital Purchase)

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

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

Resolution adopted this 25<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 20-1206

Adopted Date August 25, 2020

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 25<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners file

**REQUISITIONS**

Department	Vendor Name	Description	Amount
BOE	CLEAR BALLOT	VOTING EQUIPMENT ADD ON	8,700.00
ENG	REQ BLANKET	TEMP EASE EDWARDSVILLE RD	1.00

**PO CHANGE ORDER**

Department	Vendor Name	Description	Amount
WAT	FISHBECK THOMPSON CARR & HUBER	TOWNSHIP LINE RD PROJECT	6,800.00 INCREASE

8/25/2020

APPROVED:



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

# Resolution

Number 20-1207

Adopted Date August 25, 2020

## APPROVE REVISED PUD STAGE 2 FOR VICTOR NELSON PUD IN WASHINGTON TOWNSHIP SUBJECT TO CONDITIONS

WHEREAS, this Board met this 25<sup>th</sup> day of August 2020, in the Commissioners' Meeting Room and virtually to consider the Revised PUD Stage 2 for the Victor Nelson PUD in Washington Township; and

WHEREAS, this Board has considered the recommendation from the Regional Planning Commission and all those present to speak in favor of or in opposition to said revision; and

NOW THEREFORE BE IT RESOLVED, to approve the Revised PUD Stage 2 for the Victor Nelson PUD in Washington Township subject to the following conditions:


1. Compliance with the following:
  - a) Warren County Board of County Commissioners' (BOCC) Resolution Number 93-1476 (Exhibit B-PUD Stage 1);
  - b) Resolution Number 94-186 (Exhibit C— PUD Stage 2);
  - c) and the Warren County Rural Zoning Code as applicable.
2. PUD Stage 3 approval is required prior to issuance of the zoning and building permits from the Warren County Zoning and Building Department.
3. The proposed porch improvement does not impede:
  - a) Onsite wastewater treatment system as determined by the Warren County Combined Health District
  - b) Storm water runoff management as determined by the Warren County Engineer's Office
  - c) Erosion sedimentation control as determined by the Warren County Soil and Water Conservation District.
4. Update the plan to show:
  - a) the correct location of the new dwelling that exists.
  - b) the only driveway(s) on SR 350 permitted by ODOT to access the dwelling and on Middleboro Road permitted by the Warren County Engineer's Office to access the accessory storage building.

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

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

Resolution adopted this 25<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RPC (file)  
Administrative Hearing file  
Applicant