



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

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**TOM GROSSMANN**

**SHANNON JONES**

**DAVID G. YOUNG**

**GENERAL SESSION AGENDA**

*April 4, 2023*

- #1**                      ***Clerk — General***
  
- #2**     **9:00**            ***Jim Kuhn, Foundation for Sarcoidosis Research — Proclaim April as “Sarcoidosis Awareness Month” in Warren County***
  
- #3**     **9:05**            ***Work Session — Susanne Mason, Program Manager of Warren County Transit Service, Relative to UTS Contract Amendment***
  
- #4**     **9:20**            ***Work Session — Trevor Hearn, Director of Facilities Management, Relative to Campus Master Plan Study***
  
- #5**     **9:50**            ***Executive Session—Imminent Litigation with Legal Counsel Present Pursuant to Ohio Revised Code Section 121.22 (G)(3)***

**The Board of Commissioners’ public meetings can now be streamed live at [Warren County Board of Commissioners - YouTube](#)**

## **FOR CONSIDERATION NOT ON CONSENT AGENDA**

1. Authorize participation in a sublease-purchase arrangement with the Ohio Secretary of State for the purchase of acquiring and implementing voting machines and equipment

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**RESOLUTION NO. \_\_\_\_\_**

AUTHORIZING PARTICIPATION IN A SUBLEASE-PURCHASE ARRANGEMENT WITH THE OHIO SECRETARY OF STATE FOR THE PURPOSE OF ACQUIRING AND IMPLEMENTING VOTING MACHINES AND EQUIPMENT AND FINANCING CERTAIN COSTS THEREOF, A SUBLEASE-PURCHASE AGREEMENT EVIDENCING SUCH ARRANGEMENT, AND MATTERS RELATED THERETO.

WHEREAS, pursuant to Amended Substitute Senate Bill 135 of the 132nd Ohio General Assembly (as the same may be amended, modified, revised, supplemented or superseded from time to time, the "Act") and the financing program authorized thereunder (the "SoS Financing Program"), the Secretary of State of the State of the Ohio (the "Sublessor") is providing financing to Ohio counties for the acquisition of voting systems, including, but not limited to, voting machines, marking devices, automatic tabulating equipment, and direct record electronic voting machines, as defined in Ohio Revised Code ("ORC") Section 3506.01, together with associated allowable expenditures, as defined in the Act; and

WHEREAS, in accordance with ORC Section 3506.02, it has been determined that the equipment used by the citizens of the County of Warren, Ohio (the "Sublessee") to vote in federal, state and local elections shall be changed to that equipment described in the Proposal of Clearballot (the "Vendor") dated March 2, 2023 (the "Proposal"); and

WHEREAS, the Vendor has submitted a draft contract for the implementation of the Proposal to the Sublessee (the "Project Contract"), and the Sublessor has reviewed and approved the Project Contract (as it relates to the SoS Financing Program) and the Project Equipment (as hereinafter defined); and

WHEREAS, the Proposal requires the Sublessee to acquire certain voting machines and equipment (the "Project Equipment") and pay certain costs related to implementing the Proposal (along with the acquisition of the Project Equipment, the "Project") and this Board of County Commissioners of the Sublessee (the "Legislative Authority") desires to accept the Proposal, enter into the Project Contract, undertake the Project, and finance a portion of the cost of the Project by utilizing the provisions of the SoS Financing Program;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Warren, State of Ohio, that:

SECTION 1. It is hereby determined to be necessary, desirable and expedient, and in the best interests of the Sublessee and its citizens, for the Sublessee (i) to accept the Proposal, (ii) enter into the Project Contract, (iii) acquire the Project Equipment, and (iv) finance a portion of the costs of the Project Equipment (the "State-Financed Equipment") and other costs of the Project by participating in the SoS Financing Program.

SECTION 2. The Sublessee's participation in the SoS Financing Program shall be evidenced by a Sublease-Purchase Agreement between the Sublessor and the Sublessee (together with all exhibits and appendices thereto, the "Sublease"). At least two members of the Legislative Authority and the Sublessee's County Auditor (collectively, the "County Signers") are hereby

separately and individually authorized, alone or with others, to execute and deliver the Sublease on behalf of the Sublessee in substantially the form presently on file with the Legislative Authority, which is hereby approved, with such changes not substantially adverse to the Sublessee as the County Signers may approve; the approval of such changes and that the same are not substantially adverse to the Sublessee shall be conclusively evidenced by the execution of the Sublease by the County Signers.

SECTION 3. All of the obligations of the Sublessee set forth and covenants made by the Sublessee under the Sublease are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the Sublessee within the meaning of ORC Section 2731.01 et seq.

SECTION 4. Pursuant to the SoS Financing Program, the Sublessee shall not be required to make any scheduled payments towards the purchase of the State-Financed Equipment to the Sublessor or any other entity. To pay that portion of the cost of the Project not financed through the SoS Financing Program, there is hereby appropriated from the Sublessee's General Fund (i) the amount of \$0.00, and (ii) to pay the Sublessee's other obligations under the Sublease during this 2023, the amount of \$0.00.

SECTION 5. The County Signers and other appropriate officers of the Sublessee, or any of them, are hereby separately and individually authorized and directed to (i) make the necessary arrangements with the Sublessor to establish the date, location, procedure and conditions for executing and delivering the Sublease, and delivering the Sublease to, the Sublessor, and (ii) give all appropriate notices and execute and deliver, on behalf of the Sublessee, such additional instruments, documents, agreements, certificates, and other papers as may be in their discretion necessary or appropriate in order to carry out, give effect to and consummate the transaction contemplated thereby in such forms as the official executing the same may approve, and to take all other steps necessary or appropriate to effect the due execution, delivery and performance of the Sublease pursuant to the provisions of this resolution. The Clerk of the Board of County Commissioners shall furnish to the Sublessor a true transcript of proceedings pertaining to the Sublease containing such information from the records of the Sublessee as is necessary to evidence or determine the regularity and validity of the authorization, execution and delivery of the Sublease. Each of the County Signers is hereby separately and individually designated to act as the authorized representative of the Sublessee for purposes of the Sublease until such time as the Legislative Authority shall designate any other or different authorized representatives for such purpose.

SECTION 6. The Sublease shall constitute a special obligation of the Sublessee. Nothing in the Sublease or any agreements or documents relating thereto shall constitute or be construed or deemed to constitute a debt, bonded indebtedness or a general obligation of the Sublessee. Neither the taxing power nor the full faith and credit of the Sublessee are pledged or shall be pledged for the payment or security of the Sublease, or any other related agreement or document.

SECTION 7. The Legislative Authority acknowledges that the Sublessor has obtained funds for the SoS Financing Program by utilizing a sublease-purchase / certificates of participation arrangement, and that the interest component of the Sublessor's lease payments thereunder is intended to be exempt from federal income taxation under the Internal Revenue Code of 1986, as amended and the regulations prescribed thereunder (the "Code"). The Legislative Authority hereby

covenants that it will restrict the use of the State-Financed Equipment in such manner and to such extent, if any, as may be necessary after taking into account reasonable expectations at the time the Sublease is entered into, so that the interest portion of such lease payments by the Sublessor will not be subject to federal income taxation under the Code. Any County Signer or any other officer having responsibility with respect to the execution and delivery of the Sublease is authorized and directed to give an appropriate certificate on behalf of the Sublessee on the date of delivery of the Sublease, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the State-Financed Equipment and other matters under the Code.

SECTION 8. It is hereby determined that the terms of the Sublease and this resolution are in compliance with all legal requirements. If any section, paragraph, clause or provision of this resolution or the Sublease shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any remaining provisions of this resolution or the Sublease, respectively. Any provisions of any ordinance or resolution inconsistent with this resolution are hereby repealed, but only to the extent of such inconsistency; this provision shall not be construed as reviving any ordinance or resolution or any part thereof.

SECTION 9. It is found and determined that all formal actions of the Legislative Authority concerning and relating to the adoption of this resolution were adopted in an open meeting of the Legislative Authority, and that all deliberations of the Legislative Authority and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including ORC Section 121.22.

SECTION 10. This resolution shall take effect and be in force upon its adoption.

ADOPTED APRIL 4, 2023.

## SUBLEASE-PURCHASE AGREEMENT

This Sublease-Purchase Agreement (as the same may be amended and supplemented in accordance with its terms, the "Sublease Agreement") is dated March 2, 2023 and entered into between the Secretary of State of the State of Ohio (the "Sublessor") and the County of Warren, Ohio (the "Sublessee") under the following circumstances:

A. Pursuant to Amended Substitute Senate Bill 135 of the 132nd Ohio General Assembly (as the same may be amended, modified, revised, supplemented or superseded from time to time, the "Act") and the financing program authorized thereunder (the "SoS Financing Program"), the Sublessor is providing financing to Ohio counties for the acquisition of voting systems, including, but not limited to, voting machines, marking devices, automatic tabulating equipment, and direct record electronic voting machines, as defined in Ohio Revised Code ("ORC") Section 3506.01, together with associated allowable expenditures, as defined in the Act.

B. In accordance with ORC Section 3506.02, it has been determined that the equipment used by the citizens of the Sublessee to vote in federal, state and local elections shall be changed to that equipment described in the Proposal of Clearballot (the "Vendor") dated March 2, 2023 (the "Proposal").

C. The Proposal requires the Sublessee to acquire certain voting machines and equipment (the "Project Equipment") and pay certain costs related to implementing the Proposal (along with the acquisition of the Project Equipment, the "Project"), and the Sublessee has determined to accept the Proposal and undertake the Project.

D. The Vendor has submitted a draft contract for the implementation of the Proposal to the Sublessee (the "Project Contract"), and the Sublessor has reviewed and approved the Project Contract (as it relates to the SoS Financing Program) and the Project Equipment.

E. The Sublessee has determined to finance a portion of the cost of the Project, including a portion of the Project Equipment described in Exhibit A hereto (the "State-Financed Equipment"), by utilizing the provisions of the SoS Financing Program upon the terms set forth in this Sublease Agreement, and the Sublessor has agreed to make the sum of \$ 173,810.00 (the "State Contribution") available for such purpose.

F. The Sublessee's Board of County Commissioners (the "Legislative Authority") has authorized this Sublease Agreement by a resolution adopted APRIL 4, 2023 (the "Authorizing Resolution").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Sublessor and the Sublessee, acting through the Legislative Authority, hereby represent, warrant and covenant as follows:

1. **TERM OF AGREEMENT.** This Sublease Agreement shall be effective as of APRIL 4, 2023 (the "Commencement Date"). The term of this Sublease Agreement for the purposes of payments shall commence as of the Commencement Date, and shall continue until the date the Sublessee receives the notice of the State COPs Termination, as defined in Paragraph 7 hereof (the "Agreement Term").

2. **PROJECT CONTRACT.** The Sublessee shall enter into the Project Contract contemporaneously with the execution and delivery of this Sublease Agreement and perform all of its obligations thereunder in the manner and at the times set forth therein. Promptly upon the execution and delivery of this Sublease Agreement by the Sublessor and the Sublessee, the Sublessee, acting through its Board of Elections, shall diligently and expeditiously proceed to acquire the Project Equipment and implement the Project in accordance with the Project Contract. The State-Financed Equipment shall be located as described in Exhibit A hereto. The Sublessor shall pay, or cause to be paid, the State Contribution, and the Sublessee shall pay all costs of the Project in excess of the State Contribution and for any costs not payable under the SoS Financing Program, in accordance with the Project Contract and the SoS Financing Program, and the Sublessee and the Sublessor shall coordinate their respective payments under the Project Contract with the Vendor so that such payments conform to the requirements of the Project Contract and the SoS Financing Program.

3. **USE OF THE STATE-FINANCED EQUIPMENT.** The Sublessee represents that all of the State-Financed Equipment that it will acquire in accordance with this Sublease Agreement will constitute a "voting system" within the meaning of the Act.

4. **TRANSFER OF TITLE TO THE SUBLESSOR.** Upon the delivery of the State-Financed Equipment to the Sublessee, all of the Sublessee's right, title and interest to and in the State-Financed Equipment shall be immediately transferred to the Sublessor without any further action on the part of the Sublessee. The Sublessee shall deliver to the Sublessor all documents which are or may be necessary to vest all of the Sublessee's right, title and interest in and to the State Financed Equipment in the Sublessor, and will release or cause to be released all liens and encumbrances with respect to the State-Financed Equipment.

5. **LEASE.** The Sublessee hereby leases from the Sublessor, for eventual acquisition and ownership, and the Sublessor hereby leases to the Sublessee, for eventual transfer of ownership to the Sublessee, all the State-Financed Equipment, in accordance with the provisions of this Sublease Agreement, to have and to hold for the Agreement Term.

6. **LEASE PAYMENTS.** Pursuant to the SoS Financing Program, the Sublessee shall not be required to make any scheduled payments towards the purchase of the State-Financed Equipment to the Sublessor or any other entity.

7. **PURCHASE AND CONVEYANCE.** The Sublessee shall not have the option to purchase the State-Financed Equipment prior to the end of the Agreement Term. The Sublessor has obtained funds for the SoS Financing Program by utilizing a lease-purchase / certificates of participation arrangement (the "State COPs Financing"), which by its terms, prevents the Sublessor from conveying title to the State-Financed Equipment to the Sublessee until all of the Sublessor's obligations under the State COPs Financing relating to the State-Finance Equipment have been provided for. Upon such event (the "State COPs Termination"), the Sublessor shall so notify the Sublessee and upon receipt of such notice, (i) the Sublessee shall be deemed to have purchased and acquired all of the State-Financed Equipment, (ii) title to the State-Financed Equipment, and all rights in the State-Financed Equipment granted by the Sublessee to the Sublessor under this Sublease Agreement, shall vest in the Sublessee, without any further action on the part of the Sublessor, and (iii) the Sublessor will deliver to the Sublessee all documents which are or may be necessary to vest all of the Sublessor's right, title and interest in and to the Equipment in the

Sublessee, and will release all liens and encumbrances created under this Sublease Agreement with respect to the State-Financed Equipment.

8. **CARE AND USE.** The Sublessee (i) solely at its own cost and expense, shall maintain the Project in good operating order and condition, repair and appearance, and protect the same from deterioration other than normal wear and tear; (ii) solely at its own cost and expense, make all necessary, proper or appropriate repairs, replacements and renewals thereof, ordinary and extraordinary, foreseen and unforeseen, (iii) shall permit the use of the State-Financed Equipment only by the Sublessee's Board of Elections, within its normal capacity, without abuse, and in a manner contemplated by the Vendor; (iv) shall not make modifications, alterations or additions to the State-Financed Equipment (other than normal operating accessories or controls) without the prior written consent of the Sublessor, which shall not be unreasonably withheld, (v) comply with all laws, insurance policies and regulations relating to, and obtain and maintain any governmental licenses and permits required for, the use, maintenance, repair and operation of the State-Financed Equipment, (vi) shall not dispose, assign, transfer, pledge or otherwise encumber all or any part of the State-Financed Equipment with any mortgage, security interest, or lien, through the Agreement Term, without the prior written consent of the Sublessor, which consent may be withheld in the absolute discretion of the Sublessor, and (vii) pay all costs, claims, damages, fees and all utilities and other charges arising out of its possession, use, operation, maintenance and use of the Project. All modifications, repairs, alterations, additions, replacements, substitutions, operating accessories and controls shall accrue to the State-Financed Equipment and, unless leased from the Sublessor, become the property of the Sublessee. The Sublessor shall have the right, during normal hours and in compliance with appropriate security protocols employed by the Sublessee's Board of Elections, to enter upon the premises where the State-Financed Equipment is located in order to inspect, observe or otherwise protect the Sublessor's interest, and the Sublessee shall cooperate in affording the Sublessor the opportunity to so inspect. For the purpose of assuring the Sublessor that the State-Financed Equipment will be properly serviced, the Sublessee agrees to cause the State-Financed Equipment to be maintained pursuant to the Vendor's standard preventive maintenance contract and/or recommendations. The Sublessee agrees that the Sublessor shall not be responsible for any loss or damage whatsoever to the State-Financed Equipment, nor shall the Sublessor be responsible for latent defects, wear and tear or gradual deterioration or loss of service or use of the State-Financed Equipment or any part thereof, the Sublessor shall not be liable to the Sublessee or anyone else for any liability, claim, loss, damage or expense of any kind or nature caused directly or indirectly by the inadequacy of the Project or any item supplied by the Vendor or any other party, any interruption of use or loss of service or use of performance of any equipment, any loss of business or other consequence or damage, whether or not resulting from any of the foregoing. The Sublessee shall not do, or permit to be done, any act or thing which might materially impair the value of the State-Financed Equipment, will not commit or permit any material waste thereof, and will not permit any unlawful use to be made thereof. The Sublessee covenants that it will assist the Secretary of State in fulfilling its obligations (other than any payment obligations) under the Master Lease Agreement dated as of November 1, 2018, between the State of Ohio Leasing Corporation, Inc., as lessor, and the Secretary of State, as lessee, for the State COPs Financing as the Secretary of State may reasonably request.

9. **TAXES, PERMITS.** The Sublessee agrees to pay all license, sales, use, personal property, real property or other taxes together with any penalties, fines or interest thereon imposed or levied with respect to the State-Financed Equipment or the ownership, delivery, lease, possession,



use, operation, sale or other disposition thereof or upon the rentals or earnings arising therefrom. The Sublessee may in good faith and by appropriate proceedings contest any such taxes so long as such proceedings do not involve any danger of sale, forfeiture or loss of the State-Financed Equipment or any interest therein. Furthermore, the Sublessee shall provide all permits and licenses necessary for the installation, operation and use of the State-Financed Equipment. The Sublessee shall comply with all laws, rules, regulations, ordinances and resolutions applicable to the installation, use, possession and operation of the State-Financed Equipment. If compliance with any law, rule, regulation, resolution, permit or license requires changes or additions to be made to the State-Financed Equipment, the Sublessee shall notify the Sublessor and upon the written consent of the Sublessor, such changes or additions shall be made by the Sublessee at its own expense.

10. **UTILITIES.** The Sublessee shall pay all charges for gas, water, steam, electricity, light, heat or power, telephone or other utility service furnished to or used in connection with the State-Financed Equipment (including charges for installation of such services) during the Agreement Term. There shall be no abatement of any amount owed hereunder on account of the interruption of any such services.

11. **SUBLEESSEE'S RESPONSIBILITIES; RELEASE OF LIABILITY.** Sublessee shall be responsible for any negligent acts and/or negligent omissions committed by itself, its agents, and/or its employees. Sublessee shall be responsible to defend itself, its agents, and/or its employees and shall pay any judgments and costs arising out of such negligent acts and/or negligent omissions, and nothing in this Sublease Agreement shall impute or transfer any such responsibility from Sublessee to the Sublessor.

On and after the date of this Sublease, the Sublessee agrees not to seek any determination of liability against the Sublessor or, any department, agency or official of the State of Ohio in the case of claim or suit arising with respect to the Project including acquisition of property or any future condition, construction, operation, maintenance or use of property or facilities which may be developed in relation to the Project. To the extent permitted by law, the Sublessee forever releases and waives any and all claims it may ever possess or assert against the Sublessor and all employees, agents, officials and contractors and attorneys of same in relation to the Project.

12. **DISCLAIMER OF WARRANTIES: THE SUBLESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF ANY OF THE STATE-FINANCED EQUIPMENT OR AS TO ITS TITLE THERETO OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE STATE-FINANCED EQUIPMENT.** The Sublessor hereby assigns to the Sublessee for and during the Agreement Term all manufacturer's warranties or guaranties, express or implied, issued on or applicable to the State-Financed Equipment and the Sublessor authorizes the Sublessee to obtain the customary services furnished in connection with such warranties or guaranties at the Sublessee's expense. The Sublessee acknowledges that the State-Financed Equipment has been acquired and installed by the Vendor selected by the Sublessee; that the Sublessor is not a manufacturer, contractor or dealer with respect to the components of the State-Financed Equipment and takes no part in or responsibility for the installation of the State-Financed Equipment, and that the Sublessor has made no representation or warranty and assumes no obligation

with respect to the merchantability, condition, quality or fitness of the State-Financed Equipment or the enforcement of the manufacturer's warranties or guaranties.

13. **QUIET ENJOYMENT.** The Sublessor hereby covenants to provide the Sublessee during the Agreement Term with quiet use and enjoyment of the State-Financed Equipment, without suit, trouble or hindrance from the Sublessor except as expressly set forth in this Sublease Agreement. Any assignee of the Sublessor shall not interfere with such quiet use and enjoyment during the Agreement Terms so long as the Sublessee is not in default pursuant to this Sublease Agreement.

14. **INSURANCE.** Commencing the date risk of loss passes to the Sublessee from the Vendor and continuing thereafter until the end of the Agreement Term, the Sublessee, solely at its expense, shall keep the State-Financed Equipment insured against all risks of loss or damage from every cause whatsoever in an amount sufficient to cover the full replacement cost of the State-Financed Equipment set forth on Exhibit A, and shall carry public liability insurance, both personal injury and property damage, covering the State-Financed Equipment and its use. All insurance shall be of a type, form, in amounts and with companies or provided by a self-insurance program established and maintained by the Sublessee as permitted by ORC Section 2744.08 or a joint self-insurance pool established pursuant to ORC Section 2744.081 that Sublessee has entered a written agreement to join and contain terms and conditions satisfactory to the Sublessor. The Sublessee shall also carry worker's compensation insurance covering all its employees working on, in or about the State-Financed Equipment and shall require any other person, corporation, partnership or other entity working on, in or about the State-Financed Equipment to carry such coverage. Certificates of insurance or other evidence satisfactory to the Sublessor, including the original or certified copies of the actual policies showing the existence of insurance in accordance herewith, and payments therefor, shall be delivered to the Sublessor forthwith. All insurance policies shall name the Sublessor as additional insured and shall provide the Sublessor at least thirty (30) days written notice prior to cancellation. In lieu of the foregoing and with the consent of the Sublessor, the Sublessee may self-insure for some or all of the foregoing. Any proceeds of insurance payable as a result of loss of or damage to the State-Financed Equipment shall be applied as provided in Paragraph 15 hereof.

15. **DAMAGE OR DESTRUCTION.** In the event the State-Financed Equipment is totally or partially damaged or destroyed, the Sublessee will promptly replace or repair and restore the State-Financed Equipment to working order for the purpose intended. The Sublessee shall not be entitled to any reimbursement for any such damage or destruction from the Sublessor, nor shall the Sublessee be entitled to any diminution of the amounts payable by it pursuant to this Sublease Agreement; provided, however, that any proceeds of insurance paid to the Sublessor pursuant to Paragraph 14 hereof shall be credited against the Sublessee's payment obligations under this Paragraph.

16. **EVENTS OF DEFAULT AND REMEDIES.** The Sublessee shall be deemed to be in default hereunder upon the happening of any of the following events of default: (a) the Sublessee shall fail to make any payments required to be paid hereunder, (b) the Sublessee shall fail to keep any such other term, covenant or condition contained herein, or (c) if any representation or warranty by the Sublessee herein or in any agreement, document or certificate delivered to the Sublessor in connection herewith which, at any time, proves to be incorrect in any material respect. Upon the occurrence of an event of default as specified above, and the Sublessee shall fail to remedy such event of default with all reasonable dispatch within a period of 10 days for a default under subparagraph (a)

hereof and 30 days for all other defaults, then the Sublessor or its assigns shall have the right, at its option without any further demand or notice, to pursue any one or more of the following remedies: (i) re-enter and take possession of the State-Financed Equipment, and sell or lease the State-Financed Equipment or sublease it for the account of the Sublessee, holding the Sublessee liable for all payments due to the effective date of such sale, lease or sublease; (ii) by mandamus or other suit, action or proceeding at law or in equity enforce all the Sublessor's rights hereunder, including the compelling of the performance of all duties of the Sublessee hereunder and the enforcement of the payment of any amounts hereunder then outstanding; and (iii) take any other action at law or in equity may appear necessary or desirable to collect the payments due during the then current agreement or to enforce performance and observance of any obligation, agreement or covenant of the Sublessee under this Sublease Agreement.

17. **SURRENDER UPON DEFAULT.** In the event of default as set forth in Paragraph 16 hereof, the Sublessee shall, upon the request of the Sublessor, peaceably surrender possession of the State-Financed Equipment to the Sublessor in the same condition as when delivered to the Sublessee by the Vendor less reasonable wear and tear.

18. **NATURE OF THE OBLIGATIONS OF THE SUBLESSEE.** All of the obligations of the Sublessee set forth and covenants made by the Sublessee under this Sublease Agreement are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the Sublessee within the meaning of ORC Section 2731.01 *et seq.* To the extent permitted by law, any payment obligation of the Sublessee under this Sublease Agreement shall be an absolute and unconditional obligation of the Sublessee in all events and will not be subject to any set-off, defense, counterclaim or recoupment for any reason whatsoever. Notwithstanding any dispute between or among the Sublessee, the Sublessor and the Vendor, the Sublessee shall make all payments required of it hereunder when due and shall not withhold any payments or portions thereof pending final resolution of such dispute. The Sublessee hereby covenants that it will not assert any right of set-off or counterclaim against its obligation to make the payments required hereunder and that it will take such action as is necessary under the laws applicable to the Sublessee to budget for, seek appropriation for, and include and maintain funds sufficient and available to discharge its obligations to meet all payments due pursuant to provisions of this Sublease Agreement. Notwithstanding the foregoing and any other provision of this Sublease Agreement, the obligation of the Sublessee to make any expenditure of money hereunder is subject to the lawful appropriation of funds for such purpose by the Legislative Authority, and is not a debt of the Sublessee subject to payment from the general revenues or taxes of the Sublessee or within the meaning of any constitutional or statutory provision. Neither the Sublessor nor any other person shall have any right to have excises or taxes levied by the Legislative Authority for any such expenditure.

19. **ASSIGNABILITY.** The Sublessor may assign its right and interest in and to the State-Financed Equipment without notice to the Sublessee. Such assignee shall have full benefit of all the covenants made by the Sublessee and all rights and remedies of the Sublessor contained herein. The Sublessee shall not have the right to assign its rights, duties and obligations under this Sublease Agreement either in part or in whole without prior written consent to the Sublessor or its assignee.

20. **COVENANTS OF THE SUBLESSEE.** The Sublessee represents, covenants and warrants that it is a county and political subdivision of the State of Ohio and is authorized by the Constitution and laws of the State of Ohio to enter into the transactions contemplated by this Sublease

Agreement and to carry out its obligations hereunder. The Sublessee has been duly authorized to execute and deliver this Sublease Agreement and agrees that it will do or cause to be done all things necessary to preserve and keep its existence in full force and effect. The Sublessee further represents, covenants and warrants that all procedures have been met so that this Sublease Agreement is enforceable and the Sublessee has complied with all bidding requirements if required.

21. **NOTICES.** All notices to be given under this Sublease Agreement shall be made in writing and mailed to the other party at its address set forth below or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received ten days subsequent to mailing.

As to the Sublessor:

Ohio Secretary of State  
180 E. Broad Street, 16<sup>th</sup> Floor  
Columbus, Ohio 43215  
Attention: Voting Equipment  
Acquisition Program

As to the Sublessee:

County of Warren, Ohio  
406 Justice Drice  
Lebanon, Ohio 45036  
Attention: Tiffany Zindell

22. **FURTHER ASSURANCES.** The Sublessee will, upon request of the Sublessor, at the Sublessee's sole cost and expense do and perform any other act and will execute, acknowledge, deliver, file, record and deposit (and will re-file, re-register, re-record, and re-deposit whenever required) any and all further instruments required by law or the Sublessor including, without limitation, financing statements or other documents needed for the protection of the Sublessor's interest.

23. **GOVERNING LAW; COUNTERPARTS.** This Sublease Agreement shall be governed by and in accordance with the laws of the State of Ohio. This Sublease Agreement may be signed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one contract.

24. **CHOICE OF VENUE.** The Sublessee agrees that, to the extent permitted by law, the state and federal courts located in Columbus, Ohio, or any other court in which the Sublessor initiates proceedings shall have exclusive jurisdiction over all matters arising out of this Sublease Agreement and that service of process in any such proceeding shall be effective if mailed to the Sublessee at its address set forth in Paragraph 21 hereof.

25. **ENTIRE AGREEMENT.** This Sublease Agreement correctly sets forth the entire agreement between the Sublessor and the Sublessee and no amendments or modifications of this Sublease Agreement shall be effective unless in writing and signed by both parties.

26. **THE SUBLESSEE'S RESPONSIBILITIES.** Nothing in this Sublease Agreement shall impute or transfer any responsibility from Sublessee to Sublessor.

27. **FEDERAL INCOME TAX MATTERS.** The Sublessee acknowledges that the Sublessor has obtained funds for the SoS Financing Program by utilizing the State COPs financing, and that the interest component of the Sublessor's lease payments thereunder is intended to be

exempt from federal income taxation under the Internal Revenue Code of 1986, as amended and the regulations prescribed thereunder (the "Code"). The Sublessor hereby covenants that it will restrict the use of the State-Financed Equipment in such manner and to such extent, if any, as may be necessary after taking into account reasonable expectations at the time the Sublease is entered into, so that the interest portion of such lease payments by the Sublessor will not be subject to federal income taxation under the Code. To the extent permitted by law, the Sublessor shall be liable for any payments to the Internal Revenue Service or the U.S. Treasury as penalties or to preserve the tax-exempt status of the State COPs Financing, and any other costs, resulting in whole or in part from actions taken by the Sublessee, including the failure of the Sublessee to comply with federal income tax laws applicable to such obligation.

**28. MAINTENANCE OF RECORDS.** The Sublessee will keep and make all reports and records associated with the State-Financed Equipment available to the Auditor of the State of Ohio (the "State Auditor"), or the State Auditor's designee, or the Sublessee, for a period of not less than thirteen (13) years after the date of this Agreement. This data shall include a description of the State-Financed Equipment, a detailed overview of the scope of work, and disbursement detail (including amount, date, nature/object of expenditure), and Vendor information. The Sublessee acknowledges that the State Auditor and other departments, agencies and officials of the State of Ohio may audit the Project at any time, including before, during and after completion. To the extent permitted by law, the Sublessee agrees that any costs of any audit by the State Auditor or any other department, agency or official of the State of Ohio will be borne exclusively by and paid solely by the Sublessee. The Sublessee will be solely responsible for all costs associated with any such audit.

**29. MISCELLANEOUS.** The waiver by the Sublessor of the Sublessee's breach of any term, covenant or condition hereof shall not be a waiver of any subsequent breach of the same or any other term, covenant or condition. Any provision of this Sublease Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Sublease Agreement, and any provision of this Sublease Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Sublease Agreement.

**THE EXHIBITS ATTACHED HERETO HAVE BEEN READ BY THE SUBLESSEE AND ARE INCLUDED IN AND MADE A PART HEREOF.**

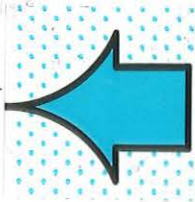
IN WITNESS WHEREOF, the Sublessor and the Sublessee, acting through the Legislative Authority, have caused this Sublease Agreement to be executed by their duly authorized signers as of the Agreement Date.

THE SUBLESSOR: SECRETARY OF  
STATE OF THE STATE OF OHIO

\_\_\_\_\_  
Frank LaRose

THE SUBLESSEE: COUNTY OF  
WARREN, OHIO

By: \_\_\_\_\_  
County Commissioner



By: \_\_\_\_\_  
County Commissioner

By: \_\_\_\_\_  
County Commissioner

Approved and Agreed To:

WARREN COUNTY BOARD OF ELECTIONS

By: *B. Shu*  
Director of Board of Elections

**CERTIFICATION OF PROSECUTING ATTORNEY**

Adam Nice, Prosecuting Attorney of the County of Warren, Ohio, (the "Sublessee") and for the reliance of the Secretary of State of the State of Ohio (the "Sublessor"), do certify that from my examination of the Sublease Agreement dated as of March 24, 2023 (the "Agreement") between the Sublessee and the Sublessor and my knowledge of Sublessee's organization, that the Agreement has been duly authorized, executed and delivered by the Sublessee in accordance with the laws of the State of Ohio. The Sublessee is a county and political subdivision of the State of Ohio with full authority and legal capacity to perform all obligations and terms of the Agreement. Upon signature by the officers executing the Agreement, the Agreement will constitute a legal obligation of Sublessee in accordance with the terms thereof, and the Sublessee possesses the legal authority to fully perform all obligations incurred by the Sublessee. The Sublessee has been authorized by the Board of County Commissioners of the Sublessee by Resolution No. \_\_\_\_\_ duly adopted by such Board on APRIL 4, 2023.

PROSECUTING ATTORNEY OF THE  
COUNTY OF WARREN

Name: Adam Nice

Title: Assistant Prosecutor

**FISCAL OFFICER'S CERTIFICATE**

The undersigned, County Auditor of the County of [County Name], Ohio, as fiscal officer of such county, hereby certifies that the money required to meet the obligations of the such county during Fiscal Year 2023 under the attached Sublease-Purchase Agreement have been lawfully appropriated by the Board of County Commissioners of such county for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Revised Code.

Dated: APRIL 4, 2023

Matthew Cole

County Auditor  
County of Warren, Ohio

13219249

## **EXHIBIT A**

### **SCHEDULE OF STATE-FINANCED EQUIPMENT**

The State-Financed Equipment consists of voting machines and equipment and more particularly described in Exhibit A-1 hereto.

### **EQUIPMENT LOCATION**

When not in use at polling locations, the Equipment will be located at the following address:

Warren County Board of Elections  
520 Justice Drive  
Lebanon, Ohio 45036

### **OTHER USES OF STATE CONTRIBUTION**

The other uses of the State Contribution are described in Exhibit A-2 hereto.



**EXHIBIT A-1**

**LIST OF STATE-FINANCED EQUIPMENT**

Equipment Description	Cost	Amount Provided by SoS Financing Program
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TABLE A: Item and Description	Unit	Price
<b>Software for High-Speed Scanner</b>		
TABLE A: Item and Description Clear Ballot Central Count System Includes: <ul style="list-style-type: none"> <li>• 1 ClearCount Central Ballot Scanner (Based on Option Preference)</li> <li>• Additional System Components – ScanStation.</li> <li>• Laptop Stand (Options 2 and 3)</li> <li>• Ethernet Cables</li> <li>• 5 Years Warranty, Support, and Maintenance of Equipment and Software</li> <li>• Installation, Testing, Pre-election Programming, Ballot Tabulation Support</li> <li>• Electronic Documentation and Training Materials</li> <li>• Setup of Equipment at Board of Elections' Office</li> <li>• Logic and Accuracy Testing Support Prior to First Election"</li> </ul>	Option 1: CC7180 (1800 ballots/hr)	\$ 12,960.00
	Option 2: CC7800 (3500 ballots/hr)	\$ 32,500.00
	Option 3: CC7900 (4500 ballots/hr)	\$ 40,000.00
<b>Licensing and Support for Software for High-Speed Scanner – Years 1-5 and billed with hardware</b>		
Included with ClearCount Central Scanner System		
<b>Workstation for High Speed Scanner (i.e., laptop/desktop, monitor, etc.)</b>		
Included with ClearCount Central Scanner System		
<b>Memory Device or Drives for Use of High-Speed Scanner (Itemized by storage capacity)– device must have 5 year (or greater) useful life and a specialized device for voting machines (e.g., not a common flash drive).</b>		
Included with ClearCount Central Scanner System		
<b>Security Devices (e.g., keys, locks, etc.) for High-Speed Scanner – lock must have 5 year (or greater) useful life and a specialized device for voting machines (e.g., not a common lock).</b>		
Included with ClearCount Central Scanner System		
<b>Precinct-Based Voting Equipment (i.e., Precinct-Count Optical Scanners, Marking Devices/Touchscreen Interfaces for Hybrid Units, Direct Recording Electronic Units [DREs])</b>		
ClearCast Model D TableTop - Includes: <ul style="list-style-type: none"> <li>• ClearCast Software</li> <li>• Case &amp; Table</li> <li>• 2 Collapsible Ballot Bags</li> <li>• Initial Consumables Necessary for Device Operation – 4hr Battery Backup, Thermal Paper Roll, 2 USB 3.0 Drives.</li> <li>• 5 Years Warranty and Support</li> <li>• Installation, Testing, Pre-election Programming, Ballot Tabulation Support</li> <li>• Setup of Equipment at Board of Elections' Office</li> <li>• Logic and Accuracy Testing Support Prior to First Election</li> <li>• Three days Onsite Support During First Election with the ClearVote System (Per County)</li> </ul>	ClearCast TableTop System	\$ 6,912.00
ClearCast Go (No Ballot Box or Bag) - Includes: <ul style="list-style-type: none"> <li>• ClearCast Software</li> <li>• Initial Consumables Necessary for Device Operation – 4hr Battery Backup, Thermal Paper Roll, 2 USB 3.0 Drives.</li> <li>• 5 Years Warranty and Support</li> <li>• Installation, Testing, Pre-election Programming, Ballot Tabulation Support for first election</li> <li>• Setup of Equipment at Board of Elections' Office</li> <li>• Logic and Accuracy Testing Support Prior to First Election</li> <li>• Three days Onsite Support During First Election with the ClearVote System (Per County)</li> <li>• ClearCast Privacy Screen</li> <li>• Shipping</li> </ul>	ClearCast System	\$ 4,200.00
ClearCast Go and Ballot Box Bundle - Includes: <ul style="list-style-type: none"> <li>• ClearCast Software</li> <li>• Rugged Ballot Box with bin</li> <li>• Initial Consumables Necessary for Device Operation – 4hr Battery Backup, Thermal Paper Roll, 2 USB 3.0 Drives.</li> <li>• 5 Years Warranty and Support</li> <li>• Installation, Testing, Pre-election Programming, Ballot Tabulation Support for first election</li> <li>• Setup of Equipment at Board of Elections' Office</li> <li>• Logic and Accuracy Testing Support Prior to First Election</li> <li>• Three days Onsite Support During First Election with the ClearVote System (Per County)</li> <li>• ClearCast Privacy Screen</li> <li>• Shipping</li> </ul>	ClearCast and Ballot Box System	\$ 5,400.00
<b>Software for Precinct-Based Equipment</b>		
Included in ClearCast System		
<b>Licensing and Support for Software for Precinct-Based Equipment – Years 1-5 and billed with hardware</b>		
Included in ClearCast System		
<b>Memory Device or Drives for Precinct-Based Voting Equipment (Itemized by storage capacity)– device must have 5 year (or greater) useful life and a specialized device for voting machines (e.g., not a common flash drive).</b>		
Included in ClearCast System		
<b>Security Devices (e.g., keys, locks, etc.) for Precinct-Based Voting Equipment – lock must have 5 year (or greater) useful life and a specialized device for voting machines (e.g., not a common lock).</b>		
Included in ClearCast System		
<b>Starter Cartridge for Printer (If needed) for Precinct-Based Equipment for initial use</b>		
Not Applicable		

TABLE A: Item and Description	Unit	Price
<b>Batteries, Chargers, Power Strips, Cords, Cables, Routers (Necessary for the Configuration and Operation of Precinct-Based Voting Equipment, High-Speed Scanner, ADA-Accessible Voting Equipment, or Workstations) – only the amount necessary for initial set-up and</b>		
Included in ClearCast System		
TABLE A: Item and Description	Unit	Price
<b>Accessible Ballot Marking Device - ADA</b>		
ClearAccess 2.2 Table Top - Includes: <ul style="list-style-type: none"> <li>• ClearAccess Software</li> <li>• Touch-Screen Monitor</li> <li>• Printer (Based on Option Preference)</li> <li>• Case &amp; Table</li> <li>• Peripherals – Headphones, Accessible Keypad, USB Cables. (Kiosk Mouse no longer included)</li> <li>• 5 Years Warranty, Support, and Maintenance of Equipment and Software</li> <li>• Electronic Documentation and Training Materials</li> <li>• Installation, Testing, Pre-election Programming, Ballot Tabulation Support for first election</li> <li>• Setup of Equipment at Board of Elections' Office</li> <li>• Logic and Accuracy Testing Support Prior to First Election</li> <li>• ClearAccess Privacy Screen</li> <li>• Shipping</li> <li>• Optional Barcode Scanner (additional \$500)</li> </ul>	per unit	\$ 4,280.00
ClearAccess Freestanding - Includes: <ul style="list-style-type: none"> <li>• ClearAccess Software</li> <li>• Touch-Screen Monitor</li> <li>• Printer (Based on Option Preference)</li> <li>• Freestanding Box</li> <li>• Peripherals – Headphones, Accessible Keypad, USB Cables</li> <li>• 5 Years Warranty, Support, and Maintenance of Equipment and Software</li> <li>• Electronic Documentation and Training Materials</li> <li>• Installation, Testing, Pre-election Programming, Ballot Tabulation Support for first election</li> <li>• Setup of Equipment at Board of Elections' Office</li> <li>• Logic and Accuracy Testing Support Prior to First Election</li> <li>• ClearAccess Privacy Screen</li> <li>• Shipping</li> <li>• Optional Barcode Scanner (additional \$500)</li> </ul>	per unit	\$ 4,750.00
<b>Stand for Accessible Ballot Marking Device – ADA – if necessary part of voting machine</b>		
Included with ClearAccess System		
<b>Printer - Accessible Ballot Marking Device - ADA</b>		
Included with ClearAccess System		
<b>Starter Cartridges for Accessible Ballot Marking Device Printer – ADA – for initial use</b>		
Included with ClearAccess System		
<b>Stand for Printer - Accessible Ballot Marking Device – ADA – if necessary part of voting machine</b>		
Included		
<b>Accessible Voting Booth - ADA – if necessary part of voting machine</b>		
Included with ClearAccess System		
<b>Accessibility Aids - ADA (e.g., jelly switches, headphones, microphone, keyboards, etc.) – if 5-year (or greater) useful life.</b>		
Included with ClearAccess System		
<b>Software for Accessible Ballot Marking Device - ADA</b>		
Included with ClearAccess		
<b>Licensing and Support for Software for Accessible Ballot Marking Device – ADA – Years 1-5 and billed with hardware</b>		
Included with ClearAccess System		
<b>Memory Devices or Drives for Use of Accessible Ballot Marking Device – ADA (itemized by storage capacity)</b>		
Included with ClearAccess System		
<b>Security Devices (e.g., keys, locks, etc.) for Accessible Ballot Marking Device – ADA</b>		
Included with ClearAccess System		
<b>Election Management and Ballot Definition Software</b>		
ClearDesign Ballot Layout and Design Software - Includes: <ul style="list-style-type: none"> <li>• An unlimited use software license for the ClearDesign Ballot Layout and Design System.</li> <li>• Additional System Components: ClearDesign Server, AdminStation</li> <li>• 5 Years Technical Support</li> <li>• Electronic Documentation and Training Materials</li> <li>• Shipping</li> </ul>	Tier 1: < 50,000 RVs	\$ 48,000.00
	Tier 2: 50,000 – 99,999 RVs	\$57,600 + \$0.24/RV over 50,000 RVs
	Tier 3: 100,000 – 249,999 RVs	\$76,800 + \$0.38/RV over 100,000 RVs
	Tier 4: 250,000 – 499,999 RVs	\$153,600 + \$0.29/RV over 250,000 RVs
	Tier 5: 500,000 – 999,999 RVs	\$264,000 + \$0.14/RV over 500,000 RVs

TABLE A: Item and Description	Unit	Price
	Tier 6: > 1,000,000 RVs	\$ 384,000.00
<b>Voice Synthesis Software, If Priced Separately (For Creation of Audio Ballot for Sight-Limited Voters).</b>		
Included with ClearDesign Ballot Layout and Design Software		
<b>Licensing and Support for Election Management and Ballot Definition Software – Years 1-5 and billed with hardware</b>		
Included with ClearDesign Ballot Layout and Design Software		
<b>Server for Election Management and Tabulation Systems (for purposes of creating standalone network of workstations).</b>		
Included with ClearDesign Ballot Layout and Design Software		
<b>Workstation/Server for Election Management and Ballot Definition Software</b>		
Included with ClearDesign Ballot Layout and Design Software		
<b>Tabulation Software</b>		
ClearCount Software Includes:		
• An unlimited use software license for the ClearCount Tabulation System.	Tier 1: < 50,000 RVs	\$ 48,000.00
• Additional System Components: ClearCount Server & Admin Station	Tier 2: 50,000 – 99,999 RVs	\$57,600 + \$0.24/RV over 50,000 RVs
• 5 Years Technical Support	Tier 3: 100,000 – 249,999 RVs	\$76,800 + \$0.38/RV over 100,000 RVs
• Electronic Documentation and Training Materials	Tier 4: 250,000 – 499,999 RVs	\$153,600 + \$0.29/RV over 250,000 RVs
• Shipping	Tier 5: 500,000 – 999,999 RVs	\$264,000 + \$0.14/RV over 500,000 RVs
	Tier 6: > 1,000,000 RVs	\$ 384,000.00
<b>Licensing and Support for Tabulation Software – Years 1-5 and billed with hardware</b>		
Included with ClearCount Tabulation Software Above		
<b>Workstation/Server for Tabulation Software</b>		
Included with ClearCount Tabulation Software Above		
<b>Ballot Printer</b>		
PrintNow System Includes:	PrintNow 2.2 Test Desk/Absentee	\$ 19,200.00
• A perpetual software license for the Clear Ballot PrintNow System	PrintNow 2.2 Kiosk/Check in BOD	\$9,600 (First Station)
	PrintNow 2.2 Kiosk/Check in BOD System	\$5,000 (Subsequent Stations)
	Standalone Ballot Printer	\$ 700.00
<b>Software for Ballot Printer</b>		
Included with PrintNow System		
<b>Workstation for Ballot PrintNow Software (i.e., laptop/desktop, monitor, etc.)</b>		
Included with PrintNow System		
<b>Licensing and Support for Software for Ballot Printer – Years 1-5 and billed with hardware</b>		
Included with PrintNow System		
<b>Starter Cartridges for Ballot Printer – for initial use</b>		
Included with PrintNow System		
<b>Warranty on Any and All Hardware – Years 1-5 and billed with hardware</b>		
Standard Hardware Warranty: Included with hardware purchases. Customer is responsible for shipping costs for defective hardware to and from Clear Ballot's repair center in Nashua, NH. Repairs are provided in accordance with the hardware warranty and shipped back to the county within 30 business days after receipt of the hardware.		
ClearCast Go and ClearAccess Freestanding Standard Warranty Plus (Only available for ClearCast Go and ClearAccess Freestanding option): Customer is responsible for shipping costs for defective hardware to and from Clear Ballot's repair center in Nashua, NH. Repairs are provided in accordance with the hardware warranty and shipped back to the county within 20 business days upon receipt of the hardware. Clear Ballot will provide one onsite preventative maintenance visit every year.	per unit	\$ 250.00
Professional Hardware Warranty: Customer is responsible for shipping costs for defective hardware to Clear Ballot's repair center in Nashua, NH. Clear Ballot covers return shipping costs. Repairs are provided in accordance with the hardware warranty and shipped back to the county within 10 business days upon receipt of the hardware. Clear Ballot will provide one onsite preventative maintenance visit every two years.	per unit	\$ 480.00
Preferred Hardware Warranty: Clear Ballot is responsible for shipping costs for defective hardware to and from Clear Ballot's repair center in Nashua, NH. Repairs are provided in accordance with the hardware warranty and shipped back to the county within 10 business days upon receipt of the hardware. Clear Ballot will provide one onsite preventative maintenance visit every year.	per unit	\$ 960.00
<b>Delivery, Shipping of Equipment to Board of Elections' Office or Facility</b>		
Will pass on at invoiced cost		
<b>Voting System Deployment (e.g., software installation and configuration, acceptance testing, etc.)</b>		
Voting System Deployment costs bundled into Hardware costs.		
<b>Setup of Equipment at Board of Elections' Office</b>		

TABLE A: Item and Description	Unit	Price
Setup of Equipment at Board of Elections costs bundled into Hardware costs.		
<u>Logic and Accuracy Testing Prior to First Election</u>		
Logic & Accuracy Testing Setup costs bundled into Hardware costs.		
TOTAL one (1) each of all State-Funded Items <sup>(2)</sup>		

<sup>(1)</sup> This hardware is associated with ClearVote 2.2

<sup>(2)</sup> This total includes one of each item. Because software is charged per registered voter, we have used the price for a county with <50,000 voters. Examples A, B, C are more representative and we are happy to provide detailed quotes.

TABLE B: Item and Description	Unit	Price
<b>Transport Bags or Cases for Accessible Equipment - ADA</b>		
Included in initial purchase, pricing for additional available below.		
<b>Licensing and Support for Software for High-Speed Scanner - Extended - Years 6-10</b>		
<b>Ballot Box or Bag for Precinct-Based Equipment</b>		
Included in initial purchase, pricing for additional available below.		
Emergency Ballot Bag	\$	38
<b>Transport Bag or Case for Precinct-Based Equipment</b>		
Included in initial purchase, pricing for additional available below.		
<b>Additional Consumables for Initial Use of Precinct-Based Voting Equipment (e.g., paper ballots, rolls, or cards, etc.)</b>		
Included in initial purchase, pricing for additional available below.		
<b>Licensing and Support for Election Management and Ballot Definition Software - Extended - Years 6-10</b>		
ClearDesign System. For years 11-15 not to increase >10%	Tier 1: < 50,000 RVs	\$25,000
ClearDesign System. For years 11-15 not to increase >10%	Tier 2: 50,000 – 99,999 RVs	\$25,000 + \$.25/RV over 50,000 RVs
ClearDesign System. For years 11-15 not to increase >10%	Tier 3: 100,000 – 249,999 RVs	\$65,000 + \$.40/RV over 100,000 RVs
ClearDesign System. For years 11-15 not to increase >10%	Tier 4: 250,000 – 499,999 RVs	\$130,000 + \$.30/RV over 250,000 RVs
ClearDesign System. For years 11-15 not to increase >10%	Tier 5: 500,000 – 999,999 RVs	\$220,000 + \$.15/RV over 500,000 RVs
ClearDesign System. For years 11-15 not to increase >10%	Tier 6: > 1,000,000 RVs	\$320,000
<b>Licensing and Support for Tabulation Software - Extended - Years 6-10</b>		
ClearCount System. For years 11-15 not to increase >10%	Tier 1: < 50,000 RVs	\$25,000
ClearCount System. For years 11-15 not to increase >10%	Tier 2: 50,000 – 99,999 RVs	\$25,000 + \$.25/RV over 50,000 RVs
ClearCount System. For years 11-15 not to increase >10%	Tier 3: 100,000 – 249,999 RVs	\$65,000 + \$.40/RV over 100,000 RVs
ClearCount System. For years 11-15 not to increase >10%	Tier 4: 250,000 – 499,999 RVs	\$130,000 + \$.30/RV over 250,000 RVs
ClearCount System. For years 11-15 not to increase >10%	Tier 5: 500,000 – 999,999 RVs	\$220,000 + \$.15/RV over 500,000 RVs
ClearCount System. For years 11-15 not to increase >10%	Tier 6: > 1,000,000 RVs	\$320,000
<b>TABLE B: Item and Description</b>	<b>Unit</b>	<b>Cost</b>
<b>Licensing and Support for Software for Ballot Printer - Extended - Years 6-10</b>		
Ballot PrintNow. For years 11-15 not to increase >10%	PrintNow Test Desk/Absentee BOD System	\$ 7,000
Ballot PrintNow. For years 11-15 not to increase >10%	PrintNow Kiosk/Check in BOD System (per)	\$ 4,000
Ballot PrintNow Printer	Ballot Printer	\$ 700
<b>Warranty, Licensing, and Support on Any and All Hardware - Years 6-10</b>		
CentralCount 7180 Standard Hardware Warranty.	per unit	\$ 5,000
CentralCount 6400, 6800, 7800, or 7900 Standard Hardware Warranty.	per unit	\$ 12,500
ClearCast Standard Hardware Warranty.	per unit	\$ 1,125
ClearCast Additional Preventative Maintenance Package. For years 11-15 not to increase >10%	per unit	\$ 250
ClearAccess Standard Hardware Warranty.	per unit	\$ 1,125
ClearAccess Additional Preventative Maintenance Package. For years 11-15 not to increase >10%	per unit	\$ 250
<b>Maintenance on Any and All Hardware unless specified in above table - Years 1-5</b>		
Software maintenance on hardware components is included in the warranty pricing on Table A.		
<b>Maintenance on Any and All Hardware - Years 6-10</b>		
Software maintenance on hardware components is included in the pricing in the above warranty table.		
<b>Preventative Maintenance on Hardware (e.g., cleaning, lubrication, replacement of parts, labor, etc.) unless specified in above table - Years 1-5</b>		
Standard warranty does not include onsite preventative maintenance.		
Professional warranty includes one day every two years of preventative maintenance		
Preferred warranty includes one day per year of preventative maintenance		
One preventative maintenance visit per year (if not included in purchased warranty)	per day	\$ 1,700
<b>Preventative Maintenance on Hardware (e.g., cleaning, lubrication, replacement of parts, labor, etc.) - Years 6-10</b>		

TABLE B: Item and Description	Unit	Price
Same as in years 1-5. For years 11-15, not to increase >10%		
<u>Phone Support (i.e., a board of elections may contact a designated individual or Helpdesk for assistance with troubleshooting issues).</u>		
Included with Maintenance agreement.		
<u>Online Support (i.e., a board of elections may submit issues via an online portal hosted by the voting system's vendor)</u>		
Included with Maintenance agreement.		
<u>On-Site Repairs to Hardware (as opposed to having to ship equipment off-site)</u>		
With Standard Hardware Maintenance - Included with All Initial Hardware Warranties	per day	\$ 1,700
<u>Software Upgrades</u>		
Software maintenance fees include access to software upgrades.		
<u>Pre-Election Support (e.g., setup of election management software; pre-election programming and setup of ballots; configuration of reports, etc.)</u>		
At Customer success day rate, cost varies with ballot complexity	per day	\$ 1,700
<u>Creation of Test Desk (for pre-election testing)</u>		
At Customer success day rate, cost varies with ballot complexity	per day	\$ 1,700
<u>Cost of Printing Test Deck (per sheet using ballot printer system)</u>		
Included in Ballot PrintNow System costs		
<u>Cost of Printing Test Deck (per sheet using print vendor)</u>		
At cost charged by third-party print vendor		
<u>Setup, Configuration, and Printing Fees for Ballot Stub Barcode</u>		
At cost charged by third-party print vendor		
<u>Pre-Election Setup for Ballot Printer System</u>		
At Customer success day rate	per day	\$ 1,700
<u>Ballot Processing Fees (per sheet or per ballot style) for Ballot Printer System</u>		
Not applicable - no per-sheet fees charged		
<u>Assistance with Deployment of Equipment to Polling Locations</u>		
At Customer success day rate	per day	\$ 1,700
<b>TABLE B: Item and Description</b>	<b>Unit</b>	<b>Cost</b>
<u>Training of Board of Elections' Staff</u>		
In-person Training	per day	\$ 1,700
Online Training	per hour	\$ 200
<u>Training Materials for Precinct Election Officials</u>		
Included in Training Fees		
<u>Training of Precinct Election Officials</u>		
In-person Training	per day	\$ 1,700
Online Training	per hour	\$ 200
<u>Training Videos for Precinct Election Officials</u>		
Production of video	per 5 minute video	\$ 10,000
<u>Demonstration Videos for Voters</u>		
Clear Ballot Voter Outreach and Education Package includes: <ul style="list-style-type: none"> <li>• Press Release and coordination with local media partners</li> <li>• Custom voter outreach video to include county-specific interviews and details</li> <li>• Custom email campaign for county-provided email list</li> <li>• Custom voter education materials for event handouts and polling location education materials – design and production</li> <li>• Two days of onsite voter education events, demonstration and outreach training, additional days \$1,200 per day</li> </ul>		\$ 15,000
<u>Project Management (i.e., project plan and work schedule for deployment; issue identification and resolution; performance measurement against project plan; risk management strategy; quality management plan; resource allocation plan; configuration management plan; and issue management)</u>		
Project Manager	per day	\$ 1,700
<u>Election Day Support (e.g., phone support; dispatch and onsite incident resolution, etc.)</u>		
First election included. Election day on-site support (Two-day minimum)	per day	\$ 1,700
<u>Election Night Support (e.g., on-site or remote assistance with tabulation and results reporting, etc.)</u>		
First Election Included. Election night on-site support (Two-day minimum)	per day	\$ 1,700
<u>Post-Election Support (e.g., on-site or remote assistance with official canvass of election, etc.)</u>		
First Election included. Post-election on-site support (Two-day minimum)	per day	\$ 1,700
<b>TABLE B: Item and Description</b>	<b>Unit</b>	<b>Price</b>
<b>ADDITIONALLY AVAILABLE HARDWARE</b>		
ClearDesign Server Dell PowerEdge T140	each	\$ 5,500
Extended years 6-10: ClearDesign Server Dell PowerEdge T140	each	\$ 750
ClearDesign Server Dell PowerEdge T440	each	\$ 9,000
Extended years 6-10: ClearDesign Server Dell PowerEdge T440	each	\$ 850
ClearCount server - Dell PowerEdge T140	each	\$ 6,500
Extended years 6-10: ClearCount server - Dell PowerEdge T140	each	\$ 850
ClearCount Server Dell Power Edge T440	each	\$ 9,500
Extended years 6-10: ClearCount server - Dell PowerEdge T440		
Keyboard and Mouse	each	\$ 51
ScanStation Dell 5511 Laptop	each	\$ 2,350
Extended years 6-10: Admin Station	each	\$ 750
Admin Station - Dell Optiplex XE3 (Desktop with 27" monitor)	each	\$ 2,350
Extended years 6-10: Admin Station - Dell Optiplex XE3 (Desktop); For years 11-15 not to increase >10%	each	\$ 750

TABLE B: Item and Description	Unit	Price
High Resolution Monitor - Dell 22"	each \$	239
High Resolution Monitor - Dell 27"	each \$	314
4TB Backup Storage Drive	each \$	160
USB Stick	each \$	14



TABLE B: Item and Description	Unit	Price
Scanner Dust Cover	each	\$ 21
Uninterruptible Power Supply - ClearAccess	each	\$ 950
<b>ADDITIONALLY AVAILABLE ACCESSORIES &amp; CONSUMABLES</b>		
ClearAccess System:		
ClearAccess Black Toner	each	\$ 127
ClearAccess EZ Access Keypad	each	\$ 173
ClearAccess Headphones	each	\$ 16
ClearAccess Printer Cable	each	\$ 5
ClearAccess Sip/Puff Breeze	each	\$ 399
Barcode Scanner	each	\$ 500
Additional ClearAccess Case	each	\$ 175
Privacy Screen (Corrugated Plastic)	each	\$ 9
ClearAccess Table for Polling Location Use	each	\$ 90
ClearCount Central Scan System:		
ClearCount ScanAid Kit for 7900/7800	each	\$ 225
ClearCount ScanAid Kit for 7180		\$ 127
ClearCount Brother Toner		\$ 79
ClearCast Voting System - Precinct		
ClearCast Thermal Paper (box of 50)	Per 50 Rolls	\$ 132
ClearCast Replacement Battery	each	\$ 46
ClearCast Transport Case	each	\$ 200
ClearCast Rugged Ballot Box	each	\$ 1,200
ClearCast Ballot Box Bin		\$ 90
ClearCast Table for Polling Location Use	each	\$ 90
Precinct Carts - sizing customized		as customized

<sup>(1)</sup> This hardware is associated with ClearVote 2.2

Unless specified, shipping is not included

For Availability, please check-in with Clear Ballot representative due to increase lead times



Clear Ballot Group, Inc.  
Tax ID: 27-0798408  
Tel: +1 857-250-4961  
info@clearballot.com  
<https://clearballot.com/>

Invoicing Address:  
Warren County, OH  
520 Justice Dr.  
Lebanon OH 45036  
United States  
☎ (513) 695-1358

Warren County, OH  
520 Justice Dr.  
Lebanon OH 45036  
United States

## Quotation # S03338

Order Date: 03/02/2023 13:47:42      Salesperson: Tony Barnfield

DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT
ClearCastGo and Ballot Box Bundle	10.000 Units	5,400.00		\$ 54,000.00
ClearAccess Freestanding	1.000 Units	4,750.00		\$ 4,750.00
Barcode Scanner	1.000 Units	500.00		\$ 500.00
ClearCast Model D Table Top	5.000 Units	6,912.00		\$ 34,560.00
ClearCount 2.2 ScanStation Bundle (fi-7900)	2.000 Units	40,000.00		\$ 80,000.00
			<b>Subtotal</b>	\$ 173,810.00
			<b>Total</b>	\$ 173,810.00

Installation and 5 year license included in upfront price

Quote expires: 3/31/2023

## Zindel, Tiffany M.

---

**From:** Russell, Martin T.  
**Sent:** Thursday, February 16, 2023 10:23 AM  
**To:** Sleeth, Brian K.; Zindel, Tiffany M.  
**Cc:** Huff, Shari A.  
**Subject:** RE: Voting Machine Purchase

That is fine with me.

Martin Russell  
Deputy County Administrator  
Executive Director, Warren County Port Authority  
ML: 513-695-2091

---

**From:** Sleeth, Brian K. <Brian.Sleeth@warrencountyohio.gov>  
**Sent:** Thursday, February 16, 2023 10:19 AM  
**To:** Zindel, Tiffany M. <Tiffany.Zindel@co.warren.oh.us>; Russell, Martin T. <Martin.Russell@co.warren.oh.us>  
**Cc:** Huff, Shari A. <Shari.Huff@warrencountyohio.gov>  
**Subject:** Voting Machine Purchase

Good Morning,

The Secretary of States office reached out to all the boards that had leftover grant funds from our voting machine purchase in 2019, these grant funds are expiring soon. They asked boards to re-evaluate their current voting machine inventory. Our board is recommending purchasing 15 additional machines and some high speed scanners. As we did in 2019, we will need the commissioners to pass a resolution entering into a sublease agreement with the State. With this purchase we will only be using grant funds to cover the cost.

If you are ok with this I will have the resolution and sublease agreement reviewed by Adam and then sent to you for the commissioner's meeting.

Thanks,  
Brian

Brian Sleeth, CERA, OREO  
Director of Elections  
520 Justice Dr  
Lebanon, Ohio 45036  
513.695.2682 – Direct  
513.695-1358 – Office

**Please note our new website and email address:**

<https://vote.warrencountyohio.gov>  
[brian.sleeth@warrencountyohio.gov](mailto:brian.sleeth@warrencountyohio.gov)

This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain private,

**CONSENT AGENDA\***

*April 4, 2023*

*Approve the minutes of the March 28, 2023, Commissioners' Meeting.*

**PERSONNEL**

- 1. Rescind Resolution #23-0295 to hire Mikel Shane Barnette as Training Coordinator within Human Services*
- 2. Accept resignation of Bailey Cobb within Children Services*
- 3. Approve hiring of Emmanuel Oluwafemi as On-Going Caseworker II and Laura Russell as On-Going Caseworker I within Children Services*
- 4. Approve hiring of Chris Lemming as Wastewater Treatment Plant Technician within W/S Department*
- 5. Approve promotion of Nick Brewer to Wastewater Treatment Plant Operator I within W/S Department*

**GENERAL**

- 6. Acknowledge policy with Arch Insurance for the provision of Stop Loss Coverage relative to Self-Insured Workers' Compensation Program*
- 7. Approve Second Amendment for service Agreement with EyeMed*
- 8. Authorize County Administrator to sign a Letter of Arrangement between the Board of County Commissioners and the Auditor of State relative to the 2022 County Financial Audit*
- 9. Approve notice of intent to award bid to John R. Jurgensen for the 2023 resurfacing Project*
- 10. Award bid to Chemicals Inc. USA relative to the 2023 Sewer Treatment Plant Chemicals Project*
- 11. Advertise for bids for trash and recycling services of behalf of the Village of Harveysburg*
- 12. Authorize Program Manager of Warren County Transit Service to electronically sign the Elderly and Disabled Transit Fare Assistance Grant Contract with ODOT*
- 13. Declare various items as surplus and authorize disposal through internet auction*
- 14. Acknowledge payment of bills*
- 15. Approve various plats*

**FINANCIAL**

- 16. Approve supplemental appropriations for Common Pleas Court 2289 and RID 3393 and 4493*
- 17. Approve appropriation adjustments within Children Services 2273, County Court 2274, and Common Pleas 11011220 and 11011223*

*\*Please contact the Commissioners' Office at (513) 695-1250 for additional information or questions on any of the items listed on the Consent Agenda*



# BOARD OF COUNTY COMMISSIONERS

## WARREN COUNTY, OHIO

406 Justice Drive, Lebanon, Ohio 45036

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

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

Telephone (513) 695-1250

Facsimile (513) 695-2054

**TOM GROSSMANN**

**SHANNON JONES**

**DAVID G. YOUNG**

BOARD OF COUNTY COMMISSIONERS

WARREN COUNTY, OHIO

MINUTES: Regular Session – March 28, 2023

*This is a summary of actions and discussions of the meeting. You may view this meeting through our YouTube Channel at <https://www.youtube.com/channel/UC1ELh0jGpXd4VV2DTgsuqPA> or by contacting our office.*

The Board met in regular session pursuant to adjournment of the March 21, 2023, meeting.

Shannon Jones – present

Tom Grossmann – present

David G. Young – present

Tina Osborne, Clerk – present

Minutes of the March 21, 2023 meeting were read and approved.

- 23-0367      A resolution was adopted to rescind resolution #23-0332 which authorized the hiring of Savannah Taylor, Ongoing Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division. Vote: Unanimous
- 23-0368      A resolution was adopted to hire Cayley Saunders as On-Going Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division. Vote: Unanimous
- 23-0369      A resolution was adopted to approve lateral transfer of Amanda Kneece from the position of Alternative Response Caseworker II to On-Going Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division. Vote: Unanimous
- 23-0370      A resolution was adopted to approve hiring of Charles Zugaro as an Infrastructure Systems Analyst I within the Telecommunications Department. Vote: Unanimous
- 23-0371      A resolution was adopted to approve end of 365- day probationary period and approve a pay increase for Jeffery Boutell within the Warren County Telecommunications Department. Vote: Unanimous

MINUTES  
MARCH 28, 2023  
PAGE 2

- 23-0372 A resolution was adopted to approve maintenance and support agreement with JAVS (Justice AV Solutions). Vote: Unanimous
- 23-0373 A resolution was adopted to advertise for bids for the purchase of two handicap upfit 2023 Chrysler Voyager LX vans and two standard 2023 Chrysler Voyager LX vans for the Warren County Veterans Services Office. Vote: Unanimous
- 23-0374 A resolution was adopted to approve notice of intent to award bid to KT Holden Construction, LLC for the Corwin Booster Pump Station Improvements Project. Vote: Unanimous
- 23-0375 A resolution was adopted to approve and authorize the signing and submittal of pre-award information sheet and grant application on behalf of the Warren County Facilities Management Department. Vote: Unanimous
- 23-0376 A resolution was adopted to approve and authorize Sheriff to enter into membership agreement with Middle Atlantic- Great Lakes Organized Law Enforcement Network. Vote: Unanimous
- 23-0377 A resolution was adopted to authorize the Warren County Board of Commissioners to enter into a career services agreement with Area 12- BCW/ Workforce Development Board for the dates of July 1, 2020 to June 30, 2023. Vote: Unanimous
- 23-0378 A resolution was adopted to enter into contract with Smith and Brown Contractors, Inc. for the Hunter Sewer System Improvements Project. Vote: Unanimous
- 23-0379 A resolution was adopted to authorize acceptance of quote from Business Communication Specialists on behalf of Warren County Telecommunications. Vote: Unanimous
- 23-0380 A resolution was adopted to acknowledge payment of bills. Vote: Unanimous
- 23-0381 A resolution was adopted to approve a subdivision public improvement performance and maintenance security release for Grand Communities, LLC for Lakeside at Shaker Run, Section Three situated in Turtlecreek Township. Vote: Unanimous
- 23-0382 A resolution was adopted to approve a subdivision public improvement performance and maintenance security release for Grand Communities, LLC for Lakeside at Shaker Run, Section Four situated in Turtlecreek Township. Vote: Unanimous
- 23-0383 A resolution was adopted to approve a subdivision public improvement performance and maintenance security release for Grand Communities, LLC for Shaker Run Subdivision, Section Eight, Phase A, situated in Turtlecreek Township. Vote: Unanimous

- 23-0384 A resolution was adopted to approve a subdivision public improvement performance and maintenance security release for Grand Communities, LLC for Shaker Run Subdivision, Section Nine, situated in Turtlecreek Township. Vote: Unanimous
- 23-0385 A resolution was adopted to approve various record plats. Vote: Unanimous
- 23-0386 A resolution was adopted to approve supplemental appropriation into Jail Construction Sales Tax Fund #4495. Vote: Unanimous
- 23-0387 A resolution was adopted to approve appropriation adjustments and an operational transfer for Jail Construction Sales Tax Fund #4495. Vote: Unanimous
- 23-0388 A resolution was adopted to approve appropriation adjustments from Commissioners' General Fund #11011110 into Prosecutor's Office Fund #11011150. Vote: Unanimous
- 23-0389 A resolution was adopted to approve appropriation adjustments from Commissioners' General Fund #11011110 into Prosecutor's Office Fund #11011150. Vote: Unanimous
- 23-0390 A resolution was adopted to approve appropriation adjustments from Commissioners' General Fund #11011110 into Probate Court Fund #11011250. Vote: Unanimous
- 23-0391 A resolution was adopted to approve appropriation adjustments from Commissioners' General Fund #11011110 into Telecommunications Fund #11012810. Vote: Unanimous
- 23-0392 A resolution was adopted to approve appropriation adjustments within the Treasurer's Office Fund #11011130. Vote: Unanimous
- 23-0393 A resolution was adopted to approve appropriation adjustment within Common Pleas Court General Fund #11011223. Vote: Unanimous
- 23-0394 A resolution was adopted to approve appropriation adjustment within Warren County Garage Fund #11011620. Vote: Unanimous
- 23-0395 A resolution was adopted to approve appropriation adjustment within County Construction Projects Fund #4467. Vote: Unanimous
- 23-0396 A resolution was adopted to approve appropriation adjustment within the Water Project Fund #5583. Vote: Unanimous
- 23-0397 A resolution was adopted to approve requisitions and authorize County Administrator to sign documents relative thereto. Vote: Unanimous

- 23-0398            A resolution was adopted to approve appointment of alternate member to the Rural Zoning Board of Appeals. Vote: Unanimous
- 23-0399            A resolution was adopted to continue administrative hearing to consider Greene Meadows Stage 2 PUD application in Franklin Township. Vote: Unanimous

#### DISCUSSIONS

On motion, upon unanimous call of the roll, the Board accepted and approved the consent agenda.

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#### ADMINISTRATIVE HEARING

##### GREENE MEADOWS PUD STAGE 2 IN FRANKLIN TOWNSHIP

The Board met this 28<sup>th</sup> day of March 2023, in the Commissioners' Meeting Room, for the administrative hearing to consider application for the Greene Meadows PUD Stage 2 in Franklin Township.

Commissioner Jones requested the clerk to state the documents received as well as when and how notifications were sent for today's hearing.

Tina Osborne, Clerk of Commissioners, stated the Regional Planning Commission (RPC) filed the RPC Executive Committee recommendations as well as the RPC staff report and all the comments and recommendations from departments and officials. She then stated the hearing was advertised in Today's Pulse (Journal News Pulse of Lebanon and Mason) on March 12, 2023, and notices were sent to the property owner, adjacent property owners and the Franklin Township Trustees on March 2, 2023.

Commissioner Jones administered the oath to all in attendance desiring to speak during today's hearing.

Ryan Cook, Regional Planning Commission, presented the attached PowerPoint presentation providing a project overview stating the development included 220 single family lots with nine open spaced lots and is zoned R-3 PUD. He reviewed the location of the property along Robinson Vail Road and connecting to the existing Wilson Farms Subdivision in Franklin Township along with the proposed layout of lots, stormwater ponds, nature trails, an 8' asphalt path and sidewalks on both sides of the streets. He then stated the RPC Executive Committee recommendation to approve the Stage 2 PUD subject to nine conditions.



There was much discussion relative to the density of this development as set in the 2021 rezoning approval.

It was discussed that the 2021 rezoning was a follow-up to the desire to redesign the 2004 previously approved plat which was developed under cluster zoning. Due to the cluster zoning no longer being available, it was necessary to rezone the property to the closest zoning classification available in the 2012 zoning code re-write.

John Del Verne, engineer with Bayer Becker and representative of the developer, stated that the design being utilized matches and aligns roadways with the existing development to the south (Wilson Farms). He then stated his agreement to the nine conditions recommended by the RPC.

There being no other persons to speak in favor, Commission Jones opened the floor to opponents.

Taylor Rhoads, resident of Wilson Farms, presented the attached PowerPoint presentation outlining the area residents concerns with the traffic and speed associated with the designation of collector streets within the existing Wilson Farms development as well as the proposed connection in Greene Meadows subdivision.

Mr. Rhoads requested the Board consider either requiring speed deterrents or allowing the developer to construct narrowing streets in order to control speed within the developments.

The Board explained that they do not have the authority to require the developer to construct improvements in the already existing development.

Rob Smith, representative of the developer DR Horton, stated his opinion that the two collector streets are unnecessarily wide, but he was informed by the Engineer that there is nothing that can be done as they are designated within the Warren County Thoroughfare Plan. He then stated he is not opposed to constructing more narrow streets and stated his support of Mr. Rhoads request relative to his development.

Bruce McGary, Assistant Prosecutor, stated that the Board can deviate from the Warren County Thoroughfare Plan by unanimous vote without a public hearing to change the plan.

There was discussion relative to the need to have input from the County Engineer prior to any consideration of deviating from the Thoroughfare Plan.

Commissioner Jones asked Mr. Del Verde a series of questions relative to the administrative hearing as it relates to procedure.

There was discussion relative to the desire of the developer to continue the hearing in order to allow input from the County Engineer or if they desire for the Board to take action today relative to the application.

Mr. Smith stated his desire to continue the hearing and upon discussion, the Board resolved (Resolution #23-0399) to continue the administrative hearing to April 11, 2023, at 9:00 a.m.

---

On motion, upon unanimous call of the roll, the Board entered into executive session at 10:15 a.m. to discuss union negotiations with the Warren County Sheriff's Office pursuant to Ohio Revised Code Section 121.22 (G)(4) and exited at 10:45 a.m.

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Upon motion the meeting was adjourned.

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Shannon Jones, President

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David G. Young

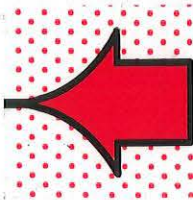
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Tom Grossmann

I hereby certify that the foregoing is a true and correct copy of the minutes of the meeting of the Board of County Commissioners held on March 28, 2023, in compliance with Section 121.22 O.R.C.

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Tina Osborne, Clerk  
Board of County Commissioners  
Warren County, Ohio



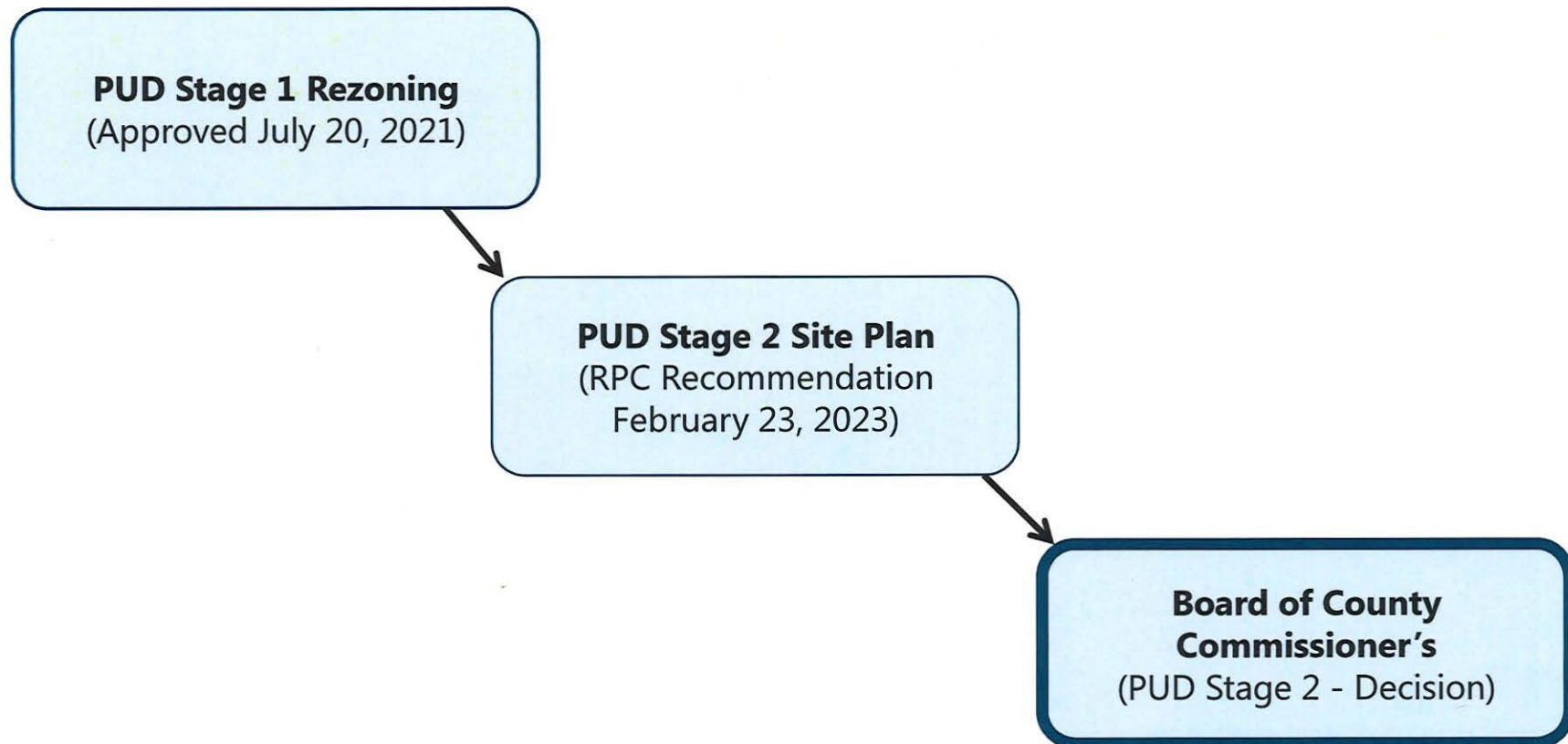


# **Greene Meadows PUD Stage 2**

Prepared for the  
Board of County Commissioners

Meeting Date: March 28, 2023

# SUBDIVISION REVIEW PROCESS



# PROJECT OVERVIEW

<b>Property Owner</b>	Wilson Farms Development II, LLC & Greene Properties, LLC
<b>Surveyor/Engineer</b>	Bayer Becker
<b>Site Location</b>	Robinson-Vail Road
<b>Site Area</b>	87.67 acres
<b>Proposed Lots</b>	220 Single-Family and 9 Open Space
<b>Zoning</b>	R3 – Planned Unit Development

# VICINITY MAP



# SITE AERIAL







**220 SINGLE FAMILY LOTS**

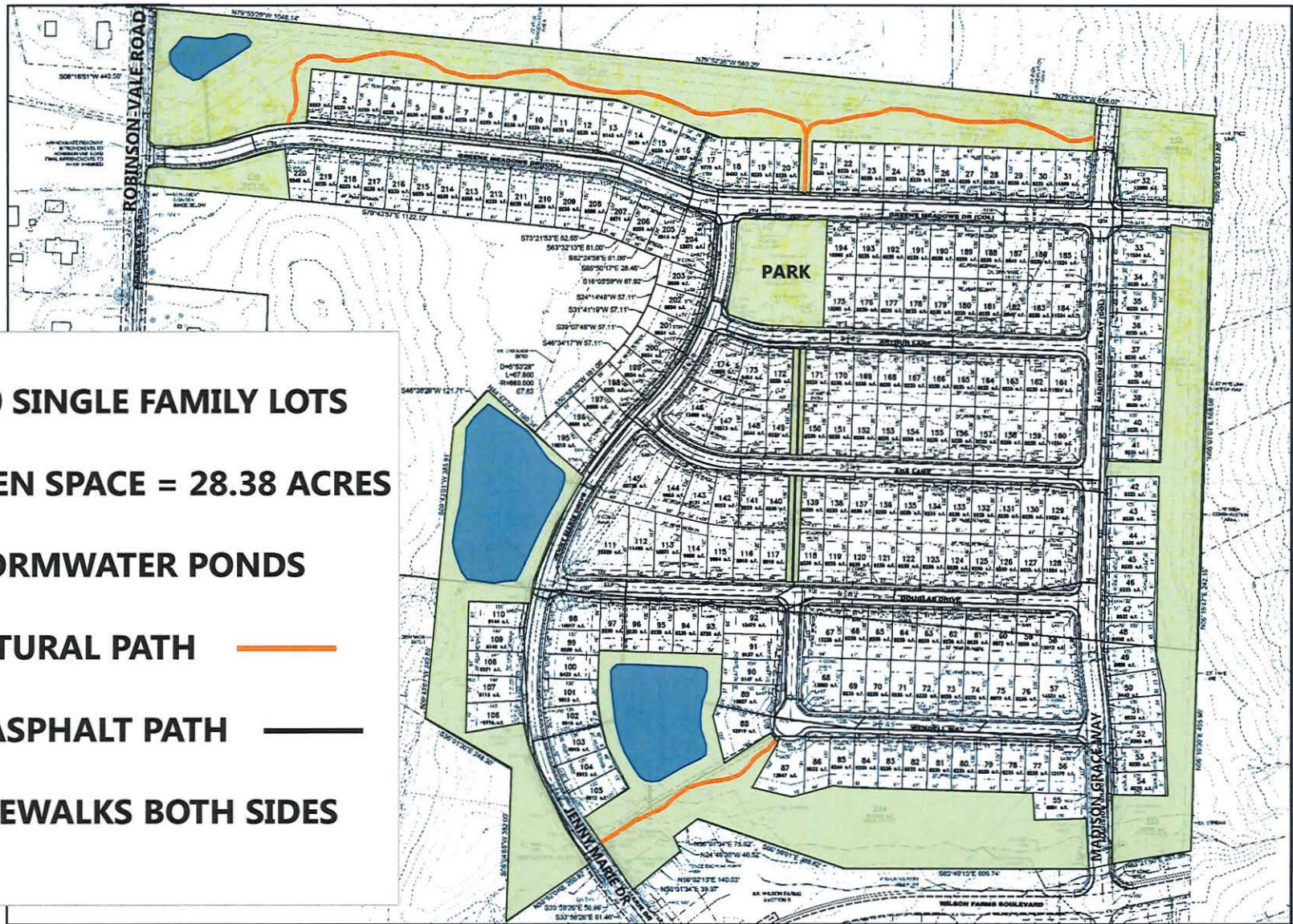
**OPEN SPACE = 28.38 ACRES**

**STORMWATER PONDS**

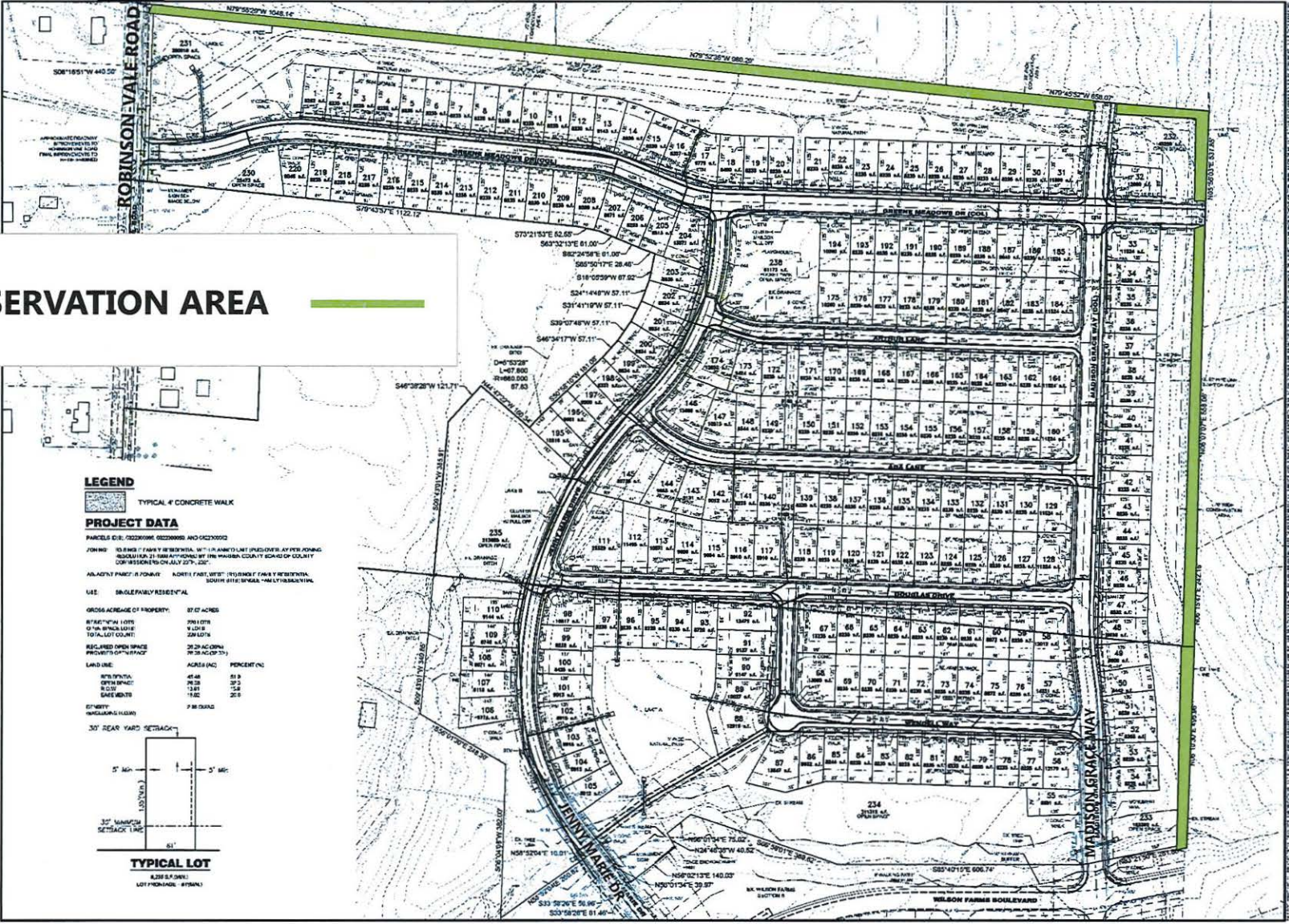
**NATURAL PATH** ———

**8' ASPHALT PATH** ———

**SIDEWALKS BOTH SIDES**



# 20' CONSERVATION AREA



### LEGEND

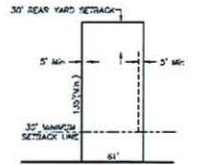
TYPICAL #4 CONCRETE WALK

### PROJECT DATA

PARCELS E.D.E. 22230000, 02200000 AND 02200002  
 ADDRESS 103600 7 ROAD 10 RESUBDIVISION WITH 10 ADJACENT LOTS (INCLUDES ALL PERMISSIBLE  
 RESUBDIVISION 21 TERRACE) APPROVED BY THE MAHON COUNTY BOARD OF COUNTY  
 COMMISSIONERS ON JULY 27, 2011  
 ADJACENT PARCELS: 8 FOWLER NORTH FARM, WEST IRONSIDE FARM, HERBERTSON,  
 SOUTH SITE: SWEENEY - 144 LYNNBURNING

USE: SINGLE-FAMILY RESIDENTIAL

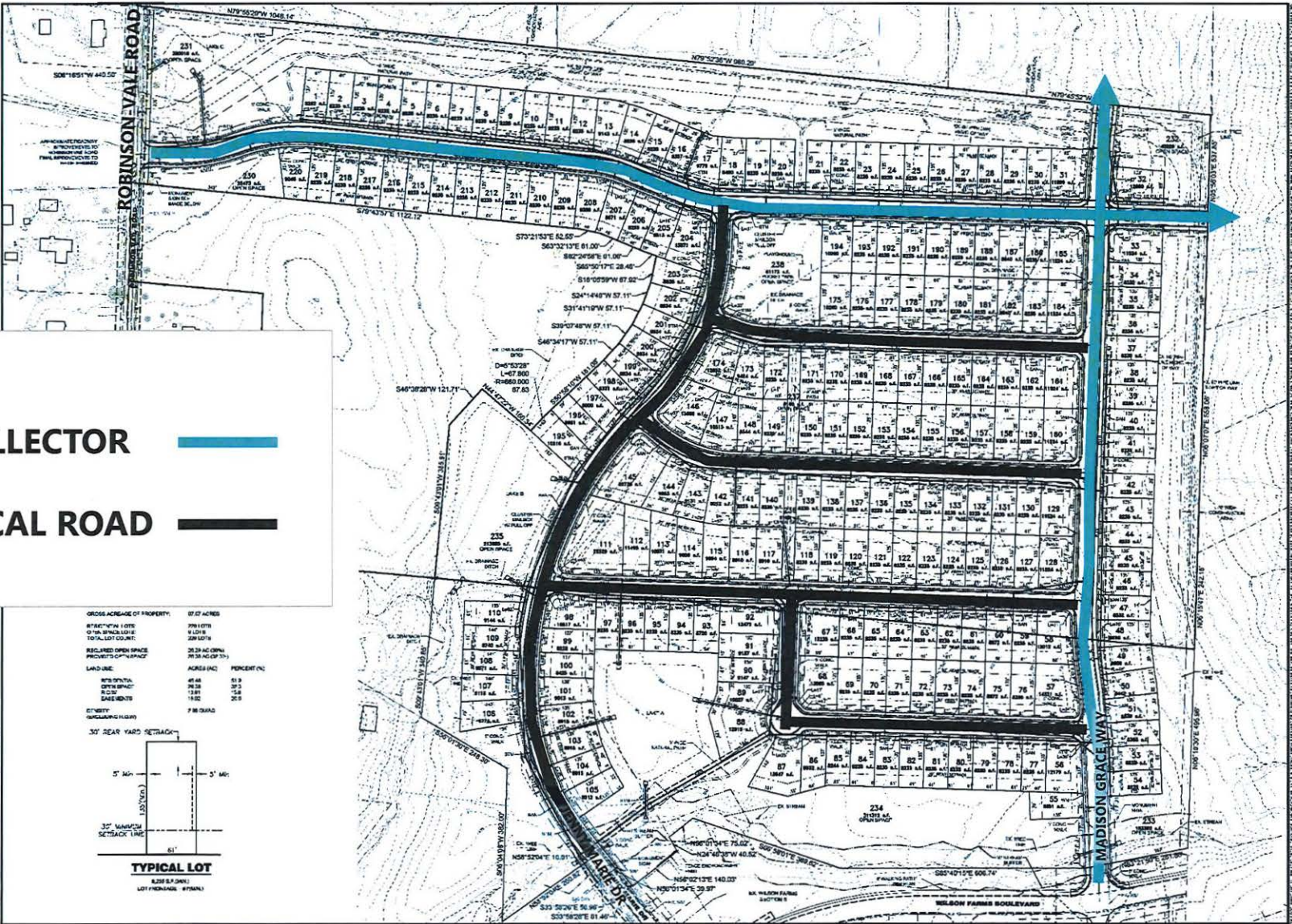
GROSS ACREAGE OF PROPERTY:	87.07 ACRES
RESIDENTIAL LOTS:	298 LOTS
OTHER LOTS:	1 LOTS
TOTAL LOTS COUNT:	299 LOTS
REQUIRED OPEN SPACE:	20.28 AC (23%)
PERCENTAGE OF OPEN SPACE:	23.3%
LAND USE:	RESIDENTIAL
STREET:	7.81 CHANG
ENCLOSING FENCE:	7.81 CHANG



### TYPICAL LOT

61 FT. WIDE LOT  
 LOT FRONTAGE: 61 FT.

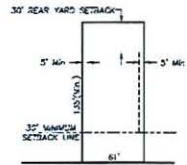




**COLLECTOR** 

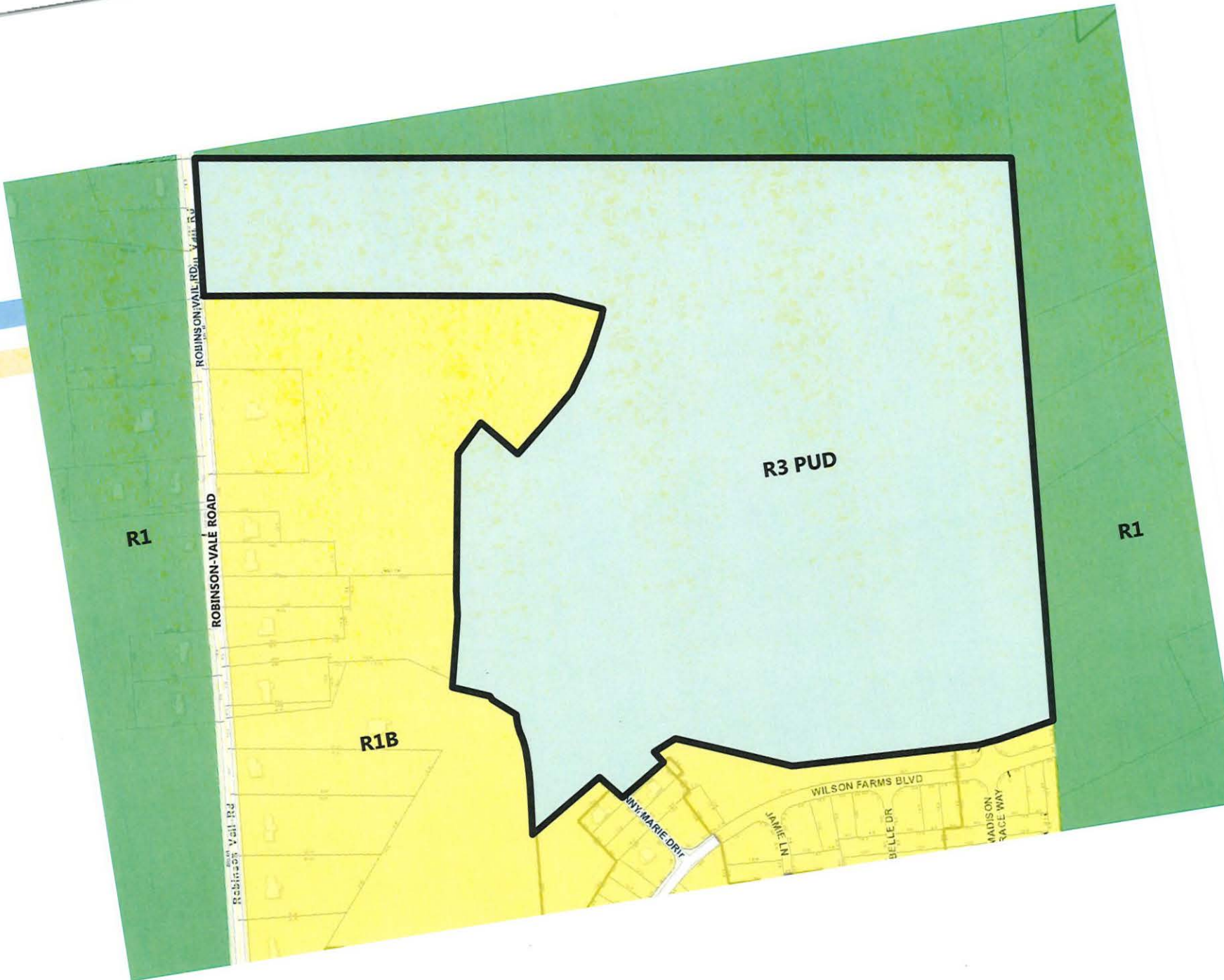
**LOCAL ROAD** 

GROSS ACREAGE OF PROPERTY	87.07 ACRES
RESERVATION LOTS	299 LOTS
OTHER INCLUDES	1 LOTS
TOTAL LOTS COUNT	300 LOTS
REQUIRED OPEN SPACE	25.24 AC (29%)
PERCENT OF OPEN SPACE	29% (33%)
LAND USE	ACRES (SQ. FT.)
RESIDENTIAL	61.9
OPEN SPACE	25.24
SALEMENTS	1.82
OTHER	7.81



**TYPICAL LOT**  
 61' WIDE  
 33' REAR YARD SETBACK  
 5' SIDE SETBACK  
 33' FRONT YARD SETBACK

# ZONING



# ZONING – PUD Standards

<b>Approved R3 PUD Standards</b>	
Maximum Number of Dwelling Units	220
Lot Frontage (minimum)	61 feet
Setbacks	Front: 30 feet
	Side: 5 feet
	Rear: 30 feet

# ENVIRONMENTAL FEATURES



Streamside Setback



# PUD STAGE 2 RECOMMENDATION

**Approve** the Greene Meadows PUD Stage 2 to the Board of County Commissioners subject to the following conditions:

1. Compliance with the Warren County Rural Zoning Code, Planned Unit Development Stage 1 Standards and resolution, and the Warren County Subdivision Regulations.
2. Compliance with the requirements of the Warren County Engineer's Office and the Ohio Department of Transportation. Any road improvements deemed necessary by either department shall be installed by the developer.



## **PUD STAGE 2 RECOMMENDATION**

3. Water and wastewater facilities shall comply with the Warren County Water & Sewer Department standards. Any improvements deemed necessary by the Warren County Water & Sewer Department shall be installed by the developer.
4. Compliance with the Warren County Soil and Water Conservation District (SWCD) Erosion and Sediment Control Plan requirements. An earth Disturbing Permit and Environmental Assessment shall be done and approved by SWCD prior to Final Plat.
5. The proposed stormwater detention system, inclusive of all storm sewers, basins, and other devices, shall be designed and constructed in accordance with the standards and regulations of the Warren County Engineer Office.

## **PUD STAGE 2 RECOMMENDATION**

6. A Homeowners Association (HOA) shall be established for the management and maintenance of common open space, stormwater management, trails, paths, postal mailbox units, and any other community amenities. All amenities of the community shall be completed before the platting of the 166 residential lot.
7. Entry monument signs shall be similar to what was illustrated on the title page.

# PUD STAGE 2 RECOMMENDATION

8. Submit an updated Stage 2 Plan that:
  - a. identifies the materials of the “natural path”.
  - b. updates the project data parcel numbers to the correct IDs.
  - c. changes the subdivision name and proposed street name ‘Arthur’ that is acceptable to the WCRPC and Engineer’s Office.
9. Compliance with all other local, state, and federal regulations.



**Taylor Rhoads**



# **Traffic Calming:**

**Response to Greene Meadows  
PUD Stage 2 in Franklin Township**



# Agenda

**Introduction / Concerns**

**3**

**Resident Survey**

**4**

**Speeding / Safety**

**6**

**Connected Road Impact**

**9**

**Solutions / Conclusion**

**10**



3

## **Introduction / Concerns**

- **Wilson Farms Boulevard in Franklin Township has long been witness to excessive speeding**
- **In 2019, Warren County Engineering conducted a Speed Study to assess the seriousness of the issue**
- **The speed study demonstrated an issue exists; since that time, over 100 additional units have been added to the development**
- **Residents are concerned about the impacts of a connected road becoming a shortcut from Robinson Vale Road to State Route 122**
- **There remains a need for traffic calming**





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## Resident Survey

I've had safety concerns as a driver when those who are speeding are impatient at me maintaining the speed limit; also as a pedestrian going outside to retrieve mail, or observing my kids outside playing or en route to our house from the bus stop.

There are many kids in the subdivision including mine, and although they've been taught about safety when outside playing, kids are not always attentive when focused on playing with their friends.

We should demand more accountability from drivers traversing the subdivision roads and if possible introduce deterrents like chicanes or those inconveniently wide speed bumps.

I'm completely against the connecting Robinson Vale Rd and Wilson Farms. As soon as they open it will become a cut through area. If you think speeding is bad now wait until they open that area up. The worst part is all the kids we have in this neighborhood I really hope there are never any injuries.

Speeding is a concern! When the weather is nice, my children are obviously outside more, but it also seems that more cars are out joy riding and speeding when the weather is nice also.

We have lived here for almost 16 years. As the subdivision grew so did the dangerous driving habits. Speeding, running stop signs and driving in the middle of the road. I have almost been hit twice, while driving, by people running the stop sign on Madison Grace. I have been tailgated and have had cars actually pass me because I was driving the speed limit.

I am very concerned for the kids that play basketball near our home. I pray none of them get hit. It is not just contractors and developers. It's also residents and many of them. I believe having WFB connect to Robinson Vale will only increase the dangerous drivers.

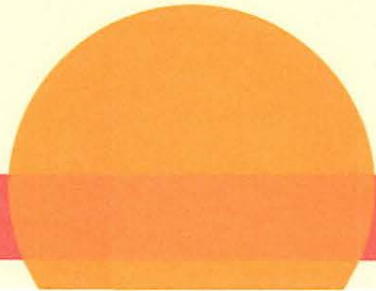
[construction and] bus drivers seem to have a lead foot between stops given the way they brake when approaching the corner of Wilson Farm and Spencer Way. Cars will also whip around the corner where there are numerous kids that play all around that area. I am in favor of connecting the neighborhood only IF a traffic light is installed at Robinson Vale and 122 and the traffic situation there is improved.



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## Summarizing the Concerns

- **Residents remain concerned about speeding and reckless driving in the subdivision**
- **Children who play outside are of specific concern to parents due to the frequent speeding**
- **Concern that the connected road will increase traffic, exacerbating the speeding issue**
- **Concerns about the connected road becoming a “shortcut” for drivers**
- **Concern about the poor design of Wilson Farms Blvd, which incentivizes exceeding the posted speed limit (25 MPH)**







6

# Speeding and Safety



Figure 3 - Wilson Farms Southbound (SR122)

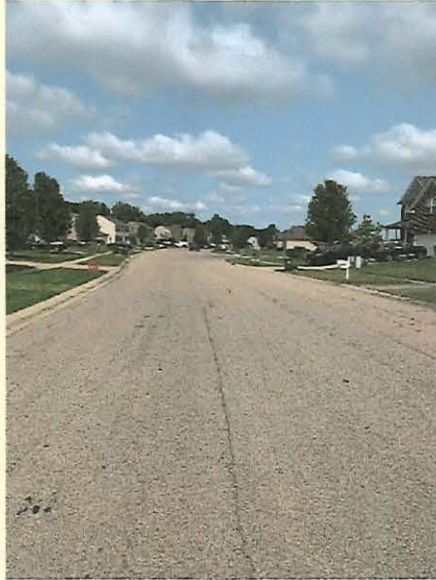


Figure 4 - Wilson Farms Northbound



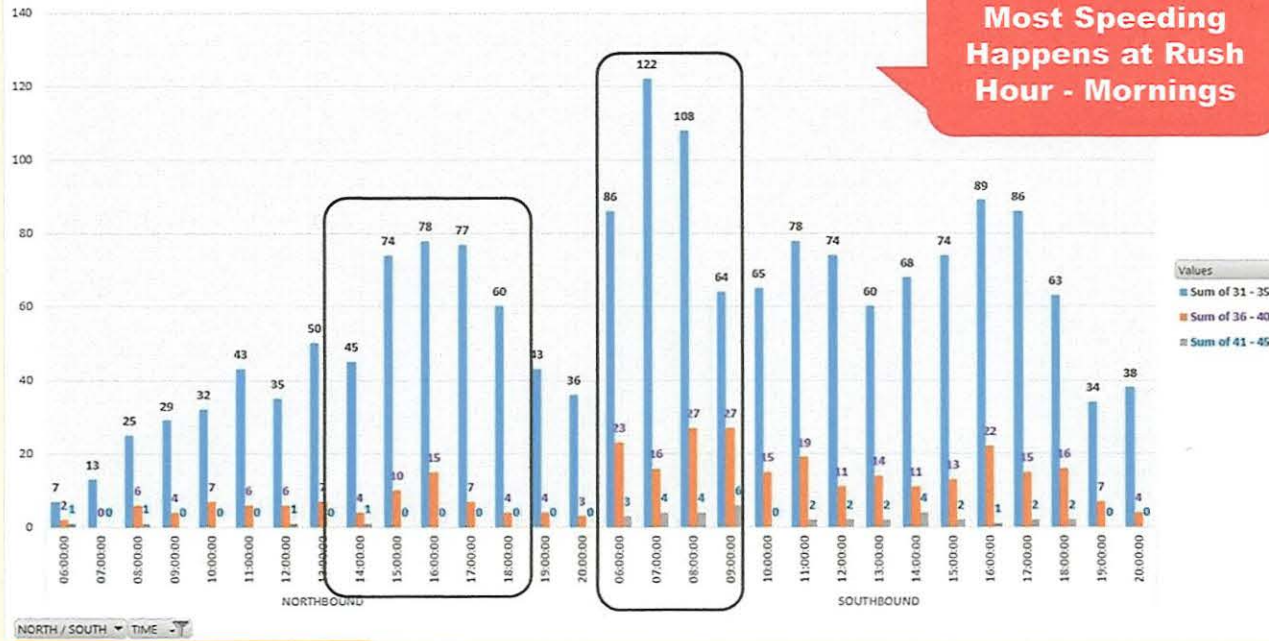


7

# Speeding and Safety

Sum of 31 - 35 Sum of 36 - 40 Sum of 41 - 45

SPEED STUDY - WILSON FARMS BLVD. - FRANKLIN TOWNSHIP, OHIO  
15 - 22 OCTOBER 2019





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# Speeding and Safety

MORNINGS			EVENINGS		
Southbound 31-35	Southbound 36-40	Southbound 41-45	Northbound 31-35	Northbound 36-40	Northbound 41-45
86	23	3	7	2	1
122	16	4	13	0	0
108	27	4	25	6	1
64	27	6	29	4	0
65	15	0	32	7	0
78	19	2	43	6	0
74	11	2	35	6	1
60	14	2	50	2	0
68	11	4	45	4	1
74	13	2	74	10	0
89	22	1	78	15	0
86	15	2	77	7	0
63	16	2	60	4	0
34	7	0	43	4	0
38	4	0	36	3	0
<b>1,109</b>	<b>240</b>	<b>34</b>	<b>647</b>	<b>80</b>	<b>4</b>

**Warren County Engineer's Office**  
210 W. Main Street  
Lebanon, Ohio 45036

**Wilson Farms Blvd - Speed**

Northbound

Start	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80
Time	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:22:18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
18:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
19:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Percent	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Mean	10.0	15.0	20.0	25.0	30.0	35.0	40.0	45.0	50.0	55.0	60.0	65.0	70.0	75.0	80.0
10th Percentile	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80
50th Percentile	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80
90th Percentile	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80
Mean Speed (Average)	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80

Stats  
10 MPH Pace Speed: 21-30 MPH  
Number in Pace: 200  
Percent in Pace: 75.0%  
Number of Vehicles > 25 MPH: 77  
Percent of Vehicles > 25 MPH: 86.2%  
Mean Speed (Average): 26 MPH

**Warren County Engineer's Office**  
210 W. Main Street  
Lebanon, Ohio 45036

**Wilson Farms Blvd - Speed**

Southbound

Start	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80
Time	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:22:18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
18:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
19:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Percent	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Mean	10.0	15.0	20.0	25.0	30.0	35.0	40.0	45.0	50.0	55.0	60.0	65.0	70.0	75.0	80.0
10th Percentile	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80
50th Percentile	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80
90th Percentile	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80
Mean Speed (Average)	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80

Stats  
10 MPH Pace Speed: 29-35 MPH  
Number in Pace: 308  
Percent in Pace: 66.3%  
Number of Vehicles > 25 MPH: 311  
Percent of Vehicles > 25 MPH: 72.9%  
Mean Speed (Average): 28 MPH

- October 15 - 22 2019, a speed study was conducted.
- During that timeframe, of those exiting the neighborhood, there were 1,109 instances of persons travelling between 31 and 35 MPH, 240 instances travelling 36 - 40 MPH and 34 instances of individuals travelling 41 - 45 MPH. Of those entering the neighborhood in the same timeframe, there were 647 instances of individuals travelling 31 - 35 MPH, 80 instances travelling 36 - 40 MPH and 4 instances travelling 41 - 45 MPH
- For southbound traffic, the 85th percentile speed is 33 MPH and the 95th percentile is 36 MPH.
- For northbound traffic, the 85th percentile speed is 30 MPH and the 95th percentile is 34 MPH.



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## Connected Road Impact

### What are we asking for?

- **Most residents do not fully oppose a connected road; but we need to see some changes before we can be supportive of this plan:**
- **Traffic calming on Existing Wilson Farms Blvd: chicanes, roundabouts, “road diet”**
  - **WCSO would support use of these solutions, or speed humps (known as “Speed Tables”)**
- **Disincentivize use for thru-traffic through road design (more narrow, winding roads; limited parking)**
- **Consider a proper method of traffic control at Robinson Vail Road and SR 122 (traffic light? Roundabout?) – this area has poor traffic control to-date and frequently backs up!**
  - **WCSO supports a roundabout here, if feasible engineering-wise, due to extensive motor vehicle accidents here**





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# Solutions

[Link to Traffic Calming \(US DOT\)](#)



### Benefits of a "Road Diet"

- provides room for a pedestrian crossing median
- provides an opportunity for on-street parking (which also serves as a buffer between pedestrians and vehicles)
- reduces rear-end and side-swipe crashes (just occurred on 3/26! on WFB!)
- improves speed limit compliance
- Decreases crash severity when crashes do occur.

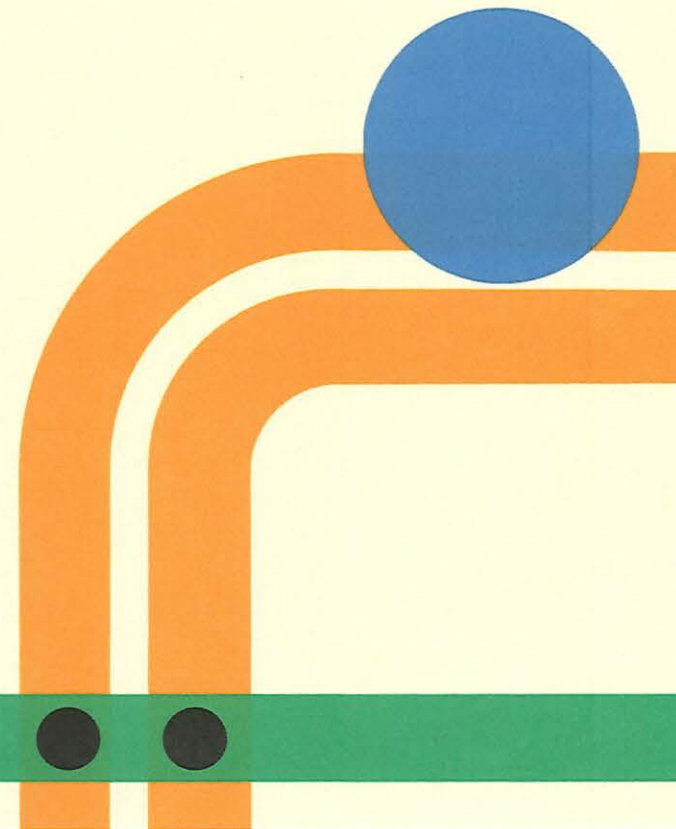


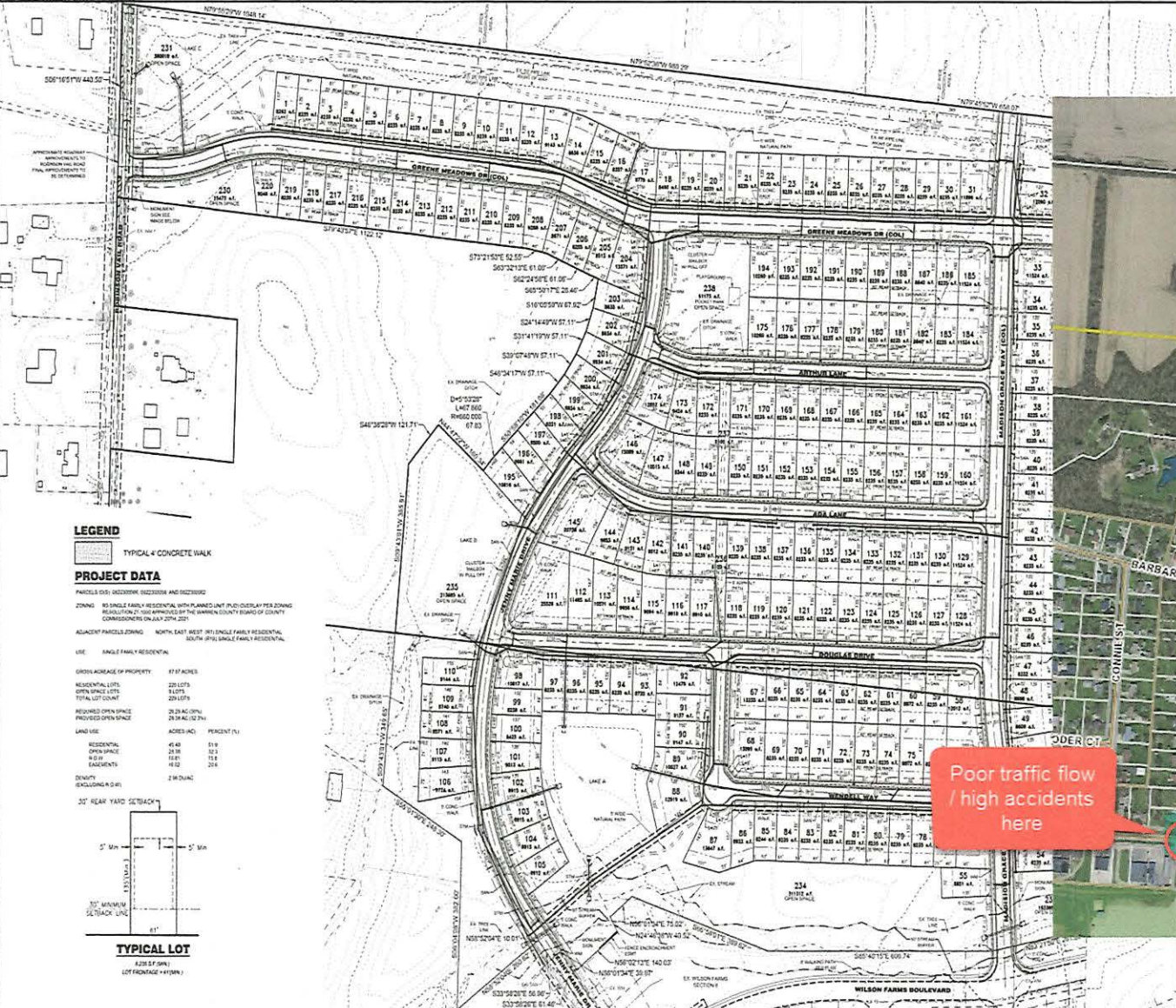


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## Bottom Line

- **We are requesting that the connected road occur only in conjunction with changes made to existing Wilson Farms Blvd. to disincentivize reckless driving & speeding**
- **Speeding remains an issue and cannot be mitigated without a serious capex for this project**
- **To-date, we have not had long-term success addressing this issue with the addition of an automated radar speed sign or stepped-up enforcement**
- **We are concerned that this proposal may amplify existing problems**





Poor traffic flow / high accidents here

Will incentivize a shortcut here...

The image features a minimalist, abstract graphic design on a light cream background. On the left side, there are thick, rounded lines in red and orange. A vertical orange line runs down the left edge, with two horizontal red lines crossing it from the left. The red lines curve to the right and then back up. A small black dot is located at the intersection of the vertical orange line and the lower horizontal red line. On the right side, a vertical red line runs down the edge, curving at the top and bottom. A small black dot is positioned on this line near the top. A large, solid green circle is located in the lower right quadrant, partially overlapping the bottom curve of the red line. In the center of the page, the words "Thank you" are written in a bold, black, sans-serif font, with "Thank" on the top line and "you" on the bottom line.

**Thank  
you**





**REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING,  
CONVENTION OR TRAINING SEMINAR/SESSION**

This form is to be completed by Department Head/Elected Official requesting authorization to attend an Association Meeting or Convention or Training Seminar/Session sponsored by an Association as required by O.R.C. Section 325.20. Additionally, authorization is required for any training seminar/session held more than 250 miles from county campus;

\*NAME OF ATTENDEE: Renee Crist Faine DEPARTMENT: Domestic Relations Court

\*POSITION: Magistrate DATE: 4-19-23- to 4-21-23

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING      CONVENTION      ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION   
TRAINING MORE THAN 250 MILES

PURPOSE:

Ohio Magistrates Spring Conference

LOCATION:

Sharonville, Ohio

DATE(S): 4-19-23 to 4-21-23

TYPE OF TRAVEL: (Check one)

AIRLINE      STAFF CAR      PRIVATE VEHICLE       OTHER

LODGING: n/a

ESTIMATED COST OF TRIP: \$400.00 fee + mileage

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

[Signature] 3/27/23  
Signature/Title      Date  
Court Administrator

BOARD OF COMMISSIONERS' APPROVAL:

\_\_\_\_\_  
Commissioner      Date

\_\_\_\_\_  
Commissioner      Date

\_\_\_\_\_  
Commissioner      Date

\*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:

Kyra M. Ralme



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\*NAME OF ATTENDEE: Kyra M. Raimey DEPARTMENT: Domestic Relations Court

\*POSITION: Magistrate DATE: 4-19-23- to 4-21-23

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING      CONVENTION      ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION   
TRAINING MORE THAN 250 MILES

PURPOSE:  
Ohio Magistrates Spring Conference

LOCATION:  
Sharonville, Ohio

DATE(S): 4-19-23 to 4-21-23

TYPE OF TRAVEL: (Check one)

AIRLINE      STAFF CAR      PRIVATE VEHICLE       OTHER

LODGING: n/a

ESTIMATED COST OF TRIP: \$400.00 fee + mileage

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

[Signature]      3/27/23  
Signature/Title      Date  
Court Administrator

BOARD OF COMMISSIONERS' APPROVAL:

\_\_\_\_\_  
Commissioner      Date

\_\_\_\_\_  
Commissioner      Date

\_\_\_\_\_  
Commissioner      Date

\*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:

Renee Crist Faine



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\*NAME OF ATTENDEE: JENNIFER BURNSIDE DEPARTMENT: COMMON PLEAS COURT

\*POSITION: COURT ADMINISTRATOR DATE: 3/29/2023

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING          CONVENTION          ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION   
TRAINING MORE THAN 250 MILES

PURPOSE:

OACA SPRING CONFERENCE (OHIO ASSOCIATION FOR COURT ADMINISTRATION)

LOCATION:

RENAISSANCE COLUMBUS WESTERVILLE-POLARIS HOTEL

DATE(S): 5/16-5/19/23

TYPE OF TRAVEL: (Check one)

AIRLINE          STAFF CAR          PRIVATE VEHICLE           OTHER

LODGING: \$507 (3 NIGHTS @ \$169/NIGHT)

ESTIMATED COST OF TRIP: REG \$325; MLG \$94.70; MEALS \$224; PARK \$90; TRANS@CON

Total  
\$ 1,346.70  
\$100

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

*Jennifer Burnside* 3/29/23  
Signature/Title          Date

BOARD OF COMMISSIONERS' APPROVAL:

\_\_\_\_\_  
Commissioner          Date

\_\_\_\_\_  
Commissioner          Date

\_\_\_\_\_  
Commissioner          Date

\*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:

Empty box for listing additional attendees.



**REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING, CONVENTION OR TRAINING SEMINAR/SESSION**

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\*NAME OF ATTENDEE: VICTORIA BILLMAN DEPARTMENT: COMMON PLEAS COURT

\*POSITION: EMPLOYMENT SPECIALIST DATE: 3/24/23

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING      CONVENTION      ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION ✓  
TRAINING MORE THAN 250 MILES

PURPOSE:

OHIO 2023 OPIATE & OTHER DRUGS CONFERENCE: LEADING THE WAY TOGETHER

LOCATION:

HYATT REGENCY COLUMBUS

DATE(S): 6/4-6/6/23

TYPE OF TRAVEL: (Check one)

AIRLINE      STAFF CAR ✓      PRIVATE VEHICLE      OTHER

*\$1048 each*

LODGING: \$328 (2 NIGHTS X \$164)

ESTIMATED COST OF TRIP: REG \$400; MEALS \$160; PRK \$60 (\$20/DAY); UBER \$100 (*Trans to meals*)

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

*Jennifer Burnside*      3/30/23  
Signature/Title      Date

BOARD OF COMMISSIONERS' APPROVAL:

\_\_\_\_\_  
Commissioner      Date

\_\_\_\_\_  
Commissioner      Date

\_\_\_\_\_  
Commissioner      Date

\*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:

*Judge Robert Peeler, Jen Burnside, Ron Small*



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\*NAME OF ATTENDEE: JENNIFER BURNSIDE DEPARTMENT: COMMON PLEAS COURT

\*POSITION: COURT ADMINISTRATOR DATE: 3/29/2023

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING                      CONVENTION                      ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION   
TRAINING MORE THAN 250 MILES

PURPOSE:

OCCA TRAINING - DUBLIN, OH

LOCATION:

EMBASSY SUITES COL-DUBLIN, 5100 UPPER METRO PLACE, DUBLIN, OH 43017

DATE(S): 4/26-4/28/23

TYPE OF TRAVEL: (Check one)

AIRLINE                      STAFF CAR                      PRIVATE VEHICLE                       OTHER

LODGING:                      \$284 (2 NIGHTS @ \$142)

ESTIMATED COST OF TRIP:                      REG \$325; MLG \$91.50; MEALS \$160; PARK \$60; TRANS@CON

Total \$1,010.50

+90

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

 3/29/23  
Signature/Title                      Date

BOARD OF COMMISSIONERS' APPROVAL:

\_\_\_\_\_  
Commissioner                      Date

\_\_\_\_\_  
Commissioner                      Date

\_\_\_\_\_  
Commissioner                      Date

\*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:

\_\_\_\_\_



**REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING, CONVENTION OR TRAINING SEMINAR/SESSION**

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\*NAME OF ATTENDEE: Jennifer Key DEPARTMENT: Emergency Services

\*POSITION: Emergency Communications Operator DATE: 3/28/2023

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING      CONVENTION       ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION  
TRAINING MORE THAN 250 MILES

PURPOSE: APCO Conference

The dispatchers have been nominated for Dispatch Team of the year. The conference has over 120 development sessions on telecommunications, leadership, and more.

LOCATION:

Music City Center 201 Rep. John Lewis Way S Nashville, TN 37203

DATE(S): Aug 5-10, 2023

TYPE OF TRAVEL: (Check one)

AIRLINE      STAFF CAR       PRIVATE VEHICLE      OTHER

LODGING: Hampton Inn Nashville 310 4th Ave s Nashville, TN 37201 \$4400

Est. 306 per Room, per night

ESTIMATED COST OF TRIP: Conf \$795 each/Meals/Travel - \$3900 Total - \$8300 for 3 people

\$2,385, conf, Food \$125, Travel \$75

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

Melina Bouc, Director 3/28/2023  
Signature/Title      Date

BOARD OF COMMISSIONERS' APPROVAL:

\_\_\_\_\_  
Commissioner      Date

\_\_\_\_\_  
Commissioner      Date

\_\_\_\_\_  
Commissioner      Date

\*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:

Brandy Cooper Emergency Communications Operator - Samantha Hall Training Coordinator



**REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING,  
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\*NAME OF ATTENDEE: Nolan Cook DEPARTMENT: Garage

\*POSITION: Chief Mechanic DATE: 03/24/2023

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING CONVENTION  ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION  
TRAINING MORE THAN 250 MILES

PURPOSE:  
To gain knowledge about the newest police vehicles and equipment that will soon be used in our fleet. Also to attend multiple classes designed for fleet managers and technicians.

LOCATION:  
New Orleans, Louisiana

DATE(S): August 14th- August 18th

TYPE OF TRAVEL: (Check one)  
AIRLINE STAFF CAR PRIVATE VEHICLE  OTHER

LODGING: Hampton Inn Suites

ESTIMATED COST OF TRIP: \$2500(Estimated)

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:  
*Nolan Cook* 3-29-23  
Signature/Title Date

BOARD OF COMMISSIONERS' APPROVAL:  
\_\_\_\_\_  
Commissioner Date  
\_\_\_\_\_  
Commissioner Date  
\_\_\_\_\_  
Commissioner Date

\*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:  
\_\_\_\_\_



**REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING, CONVENTION OR TRAINING SEMINAR/SESSION**

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\*NAME OF ATTENDEE: Jeff Stueve DEPARTMENT: Juvenile Court

\*POSITION: Magistrate DATE: 3/28/23

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING                      CONVENTION                      ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION   
TRAINING MORE THAN 250 MILES

PURPOSE:

Twelve district appellate district judicial conference where further legal knowledge will be obtained .

LOCATION:

Manor House-- Mason, Ohio

DATE(S): April 28th

TYPE OF TRAVEL: (Check one)

AIRLINE                      STAFF CAR                      PRIVATE VEHICLE                       OTHER

LODGING:                      none

ESTIMATED COST OF TRIP:                      registration fee of \$125.00

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

L-2 - Court Administrator  
Signature/Title                      Date

3/28/23

BOARD OF COMMISSIONERS' APPROVAL:

\_\_\_\_\_  
Commissioner                      Date

\_\_\_\_\_  
Commissioner                      Date

\_\_\_\_\_  
Commissioner                      Date

\*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:

Megan Davenport (Magistrate), John Kaspar (Staff Attorney)





**REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING,  
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\*NAME OF ATTENDEE: Matt Fetty DEPARTMENT: OMJ

\*POSITION: Director DATE: 3/31/23

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING      CONVENTION      ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION   
TRAINING MORE THAN 250 MILES

PURPOSE:  
ODJFS annual training conference

LOCATION:  
Hyatt Regency Downtown Columbus

DATE(S): 5/17-5/18

TYPE OF TRAVEL: (Check one)  
AIRLINE      STAFF CAR       PRIVATE VEHICLE       OTHER

LODGING: Hyatt Downtwon Columbus

ESTIMATED COST OF TRIP: \$3500 for 7 staff

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:  
[Signature]      3/31/23  
Signature/Title      Date

BOARD OF COMMISSIONERS' APPROVAL:  
\_\_\_\_\_  
Commissioner      Date  
\_\_\_\_\_  
Commissioner      Date  
\_\_\_\_\_  
Commissioner      Date

\*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:  
Josh Hisle, Tom Duffy, Lucian Hatfield, Jena Short, Ward Jones, Sommer Green



**REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING,  
CONVENTION OR TRAINING SEMINAR/SESSION**

This form is to be completed by Department Head/Elected Official requesting authorization to attend an Association Meeting or Convention as required by O.R.C. Section 325.20. Additionally, authorization is required for any training seminar/session held more than 250 miles from county campus.

\*NAME OF ATTENDEE: Jen Haney Conover DEPARTMENT: Records Center

\*POSITION: Director DATE: 3/31/2023

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING  CONVENTION  TRAINING SEMINAR/SESSION   
(more than 250 miles)

PURPOSE: NAGARA 2023 Annual Conference

LOCATION: Hilton Cincinnati Netherland Plaza  
35 W 5th Street  
Cincinnati, OH 45202

DATE(S): July 16th - July 21st

TYPE OF TRAVEL: (Check one)

AIRLINE  STAFF CAR  PRIVATE VEHICLE  OTHER  ( )

LODGING: SEE ATTACHMENT

ESTIMATED COST OF TRIP: \$1,600.00 for 3 conference attendances, parking, pre-con class

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

Jennifer Baker Signature/Title Director, 3/31/23 Date

BOARD OF COMMISSIONERS' APPROVAL:

Tom Ariss Date

Pat Arnold South Date

David G. Young Date

\*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:  
Jenifer Baker, Dep. Archivist, Shayla Wheat, Imaging Coordinator; Tori Otten, Archives Specialist (one day pre-con class)



**REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING,  
CONVENTION OR TRAINING SEMINAR/SESSION**

This form is to be completed by Department Head/Elected Official requesting authorization to attend an Association Meeting or Convention or Training Seminar/Session sponsored by an Association as required by O.R.C. Section 325.20. Additionally, authorization is required for any training seminar/session held more than 250 miles from county campus;

\*NAME OF ATTENDEE: David Swigert DEPARTMENT: Treasurer's Office

\*POSITION: Chief Deputy DATE: 3/28/23

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING      CONVENTION      ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION  
TRAINING MORE THAN 250 MILES

PURPOSE:

County Treasurer's Assoc. of Ohio spring continuing ed. conference

LOCATION:

Holiday Inn ; Dayton / Fairborn I-675

DATE(S): 4/25/23 - 4/27/23

TYPE OF TRAVEL: (Check one)

AIRLINE      STAFF CAR      PRIVATE VEHICLE      OTHER

LODGING: Holiday Inn ; Dayton / Fairborn

ESTIMATED COST OF TRIP: Conf. \$150.00 ; lodging \$471.21 (3 nights); mileage \$39.00

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

Swigert      3/28/23  
Signature/Title      Date

BOARD OF COMMISSIONERS' APPROVAL:

\_\_\_\_\_  
Commissioner      Date  
\_\_\_\_\_  
Commissioner      Date  
\_\_\_\_\_  
Commissioner      Date

\*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:

[Empty box for listing additional attendees]

# Proclamation

*From the Office of the Board of County Commissioners  
Warren County, Ohio*

**PROCLAIM APRIL 2023, AS  
“SARCOIDOSIS AWARENESS MONTH”  
IN WARREN COUNTY**

WHEREAS, sarcoidosis is a potentially debilitating and deadly multi-organ, inflammatory disease, estimated to affect 200,000 people in the United States; and

WHEREAS, the signs and symptoms of sarcoidosis vary widely depending on the person and organs affected and can include debilitating fatigue; shortness of breath; difficulties with balance and coordination; irregular heartbeat; visual problems, including blindness; pain affecting joints and muscles; weakness or numbness of limbs; skin rash and discoloration; mood disorders such as depression and anxiety; organ failure; and sleep difficulties; and

WHEREAS, sarcoidosis can affect people of any age, race, or gender, but is most common among adults between the ages of 20 and 40 and is 3.8 times higher in African Americans than in whites; and

WHEREAS, research suggests the cause of sarcoidosis is a combination of genetic and environmental factors, but the exact cause and progression of the disease is still unknown; and

WHEREAS, sarcoidosis is a diagnosis of exclusion as there is no objective test, biomarker, known cause, or cure; and

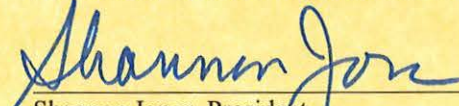
WHEREAS, volunteers, researchers, caregivers, and medical professionals are working to improve the quality of life and prognosis of persons living with sarcoidosis and their families; and


NOW THEREFORE BE IT RESOLVED, by this Board of County Commissioners, that April 2023, be proclaimed as


**“SARCOIDOSIS AWARENESS MONTH”**

IN WITNESS WHEREOF, we have hereunto subscribed our names and caused the seal of Warren County to be affixed at Lebanon this 21<sup>st</sup> day of March in the year of Our Lord, Two Thousand Twenty-Three.

BOARD OF COUNTY COMMISSIONERS

  
Shannon Jones, President

  
David G. Young

  
Tom Grossmann



APPROVE AMENDMENT #4 TO THE WARREN COUNTY AGREEMENT WITH UNIVERSAL TRANSPORTATION SYSTEMS, LLC AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO SIGN DOCUMENTS RELATIVE THERETO

WHEREAS, Warren County has entered into an agreement with Universal Transportation System, LLC through Resolution #20-1634, for the operation of Warren County Transit Service; and

WHEREAS, the County agrees to amend the contract to increase hourly rate to \$35.46; and

NOW THEREFORE BE IT RESOLVED, to approve Amendment #4 with Universal Transportation System, LLC and authorize the President of this Board to sign documents relative thereto, as attached hereto and made a part hereof.

M. moved for adoption of the foregoing resolution being seconded by M. Upon call of the roll, the following vote resulted:

M  
M  
M

Resolution adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tina Osborne, Clerk

/sm

cc: c/a – Universal Transportation Systems LLC  
OGA (file)  
Transit (file)

I:Resolutions>grants>Transit>UTS Amendment 4 Resolution

WARREN COUNTY  
COMMISSIONERS  
2023 MAR 30 AM 10:35  
RECEIVED

**AMENDMENT #4  
TO CONTRACT FOR  
TRANSPORTATION SERVICES**

Amendment to the contract dated November 17, 2020, Resolution #20-1634, for the operation of the Warren County Transit System (WCTS):

By and between the County:

Warren County Board of Commissioners  
406 Justice Drive  
Lebanon, Ohio 45036

and the Service Provider:

Universal Transportation Systems LLC  
DBA UTS  
5284 Winton Road  
Fairfield, OH 45014

Amend **SECTION 7. COMPENSATION** to read as follows:

The Service Provider shall submit properly documented invoices, not more than once a month based on vehicle hours of service. The vehicle hourly rate shall be \$35.46, not to exceed 27,665 vehicle hours. After reviewing and verifying invoices, the County will process said invoices and remit payment within thirty (30) days, contingent on the availability of federal, state and/or local funds. Service Provider may cease to provide services under this Agreement should County fail to compensate Service Provider for services rendered. The provisions of the preceding paragraph shall apply to compensation owed to Service Provider.

A "Vehicle Hour" is defined as, "from the time the vehicle picks up the first passenger until the time the vehicle drops off their last passenger, excluding any scheduled lunch breaks".

**PAYMENT TERMS.** County shall pay Service Provider within 30 days of receipt of Service Provider's invoice.

**DISPUTED INVOICES.** In the event County disputes any portion of Service Provider's invoice, County shall notify Service Provider in writing within fourteen (14) days of receipt of Service Provider's invoice. County shall pay the undisputed portion of the invoice within thirty (30) days of receipt of Service Provider's invoice.

**DISPUTE RESOLUTION.** Service Provider and County shall meet within fourteen (14) days of Service Provider's receipt of County's notice of a disputed invoice to negotiate a resolution to the dispute. In the event Service Provider and County cannot resolve the dispute through negotiation, the dispute will be resolved in accordance with Section 31 (below).

This Amendment agreed to by:

**Warren County Board of Commissioners**

\_\_\_\_\_

Date \_\_\_\_\_

**Universal Transportation Systems LLC**

  
\_\_\_\_\_

Date 2.10.2023



Approved as to form:

  
\_\_\_\_\_

Adam Nice  
Assistant County Prosecutor

A photograph of the Warren County Courthouse, a large white building with a prominent dome, set against a clear blue sky. In the foreground, there are trees with vibrant red and orange autumn leaves. An American flag is visible on the left side of the image.

# *Warren County Master Plan*

MARCH 21, 2023

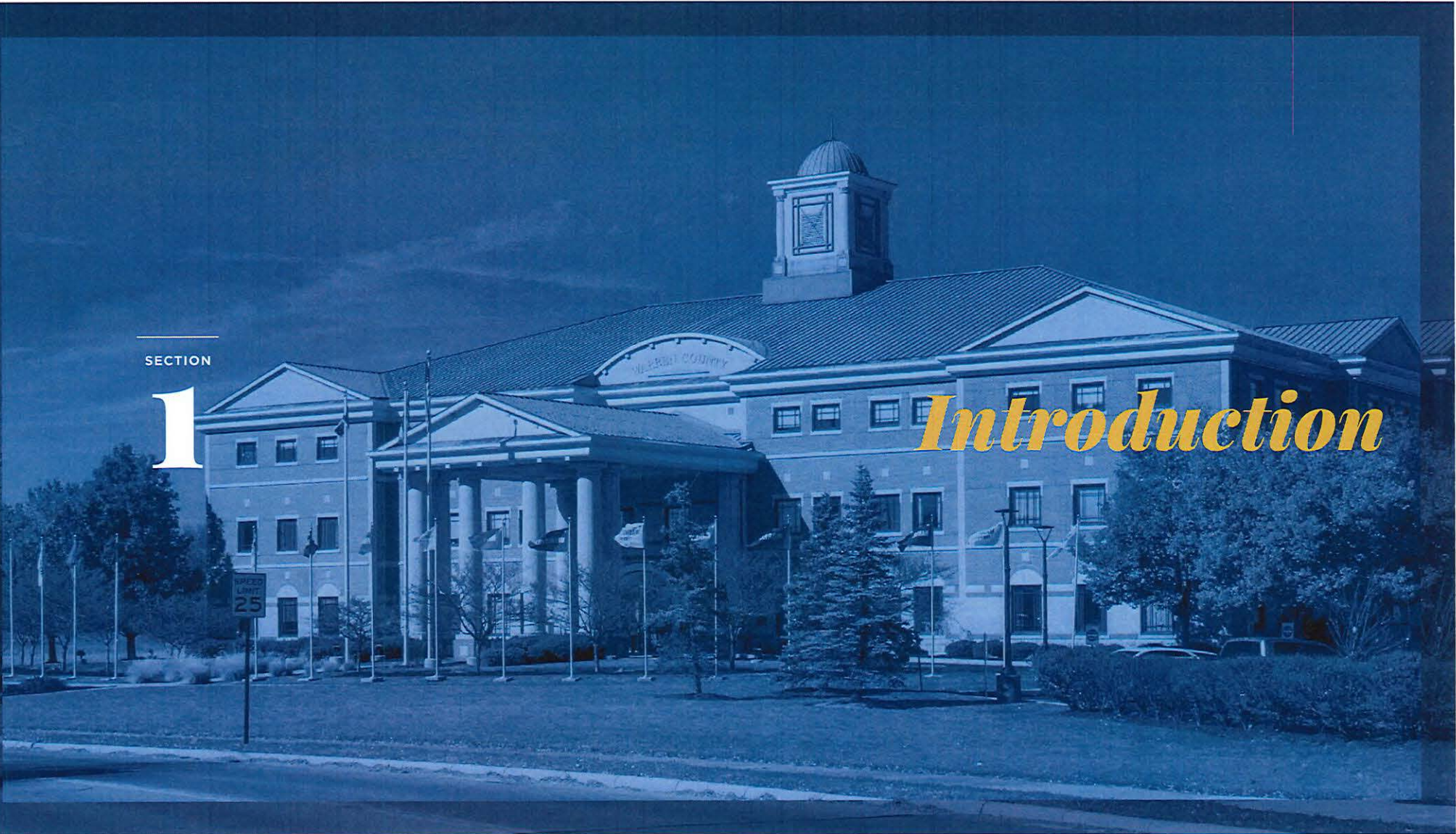
 **CHAMPLIN**  
ARCHITECTURE



SECTION

1

*Introduction*



## TIMELINE OF ACTIVITIES

04.26.22	Master Planning Kick-Off Meeting held at Administration Building with County Facilities	08.16.22	Champlin met with Health Department	09.13.22	Champlin met with Warren County Garage	10.21.22	Champlin shares draft of written Master Plan content with County Facilities Management
06.08.22	Champlin sent initial Master Planning Survey Form to County Facilities Management	08.16.22	Champlin met with Probate / Juvenile Court	09.14.22	Champlin met with Domestic Relations Court	10.28.22	Champlin met internally to refine Master Plan Recommendations
06.10.22	Champlin sent revised Master Planning Survey Form to County Facilities Management	08.18.22	Champlin met with County Engineer & Highway Garage Department	09.14.22	Champlin met with Facilities Management	11.04.22	Champlin met internally to refine Master Plan Recommendations
07.11.22	Master Planning Survey Forms completed by Department Representatives were received by Champlin	08.22.22	Champlin met with Emergency Services	09.15.22	Champlin met with Common Pleas	11.11.22	Champlin met internally to refine Master Plan Recommendations
07.27.22	Master Planning Department Meeting request was sent out to Department Representatives	08.22.22	Champlin met with Treasury	09.15.22	Champlin met with Adult Probation and Community Corrections	11.18.22	Champlin met internally to refine Master Plan Recommendations
08.10.22	Champlin met with Child Advocacy Center	08.23.22	Champlin met with Human Services	09.16.22	Champlin met with Law Library	11.22.22	Champlin met with County Facilities Management & Representatives
08.11.22	Champlin met with Veterans Services	08.23.22	Champlin met with Clerk of Courts for Common Pleas	09.19.22	Champlin met with Water Department	12.09.22	Champlin met internally to refine Master Plan Recommendations
08.11.22	Champlin met with Commissioner's Office	08.24.22	Champlin met with Mary Haven Youth Center	09.21.22	Champlin met with Children Services	01.03.23	Champlin met internally to refine Master Plan Recommendations
08.12.22	Champlin met with Sheriff's Office	08.24.22	Champlin met with Economic Development	09.21.22	Champlin met with Recorder	01.05.23	Champlin met with County Facilities Management & Representatives
08.12.22	Champlin met with Grants Administration & Solid Waste District	08.25.22	Champlin met with Building & Zoning	09.29.22	Champlin met internally to develop Master Plan Recommendations	01.18.23	Champlin met internally to refine Master Plan Recommendations
08.15.22	Champlin met with Regional Planning Commission	08.26.22	Champlin met with Tax Map Department	10.05.22	Champlin toured County Court Building, Old Jail at 880 Memorial, Historic Jail at 312 E. Silver, Children Services Visitation House, and Corwin House	02.17.23	Champlin presents draft version of the Facilities Master Plan
08.15.22	Champlin met with Soil & Water	08.30.22	Champlin met with Prosecutor's Office	10.07.22	Champlin met internally to refine Master Plan Recommendations	03.21.23	Champlin presents final version of the Facilities Master Plan
		08.31.22	Champlin met with IT	10.21.22	Champlin met internally to refine Master Plan Recommendations		
		09.07.22	Champlin met with CSEA				
		09.07.22	Champlin met with Telecommunications				
		09.08.22	Champlin met with Ohio Means Jobs				
		09.09.22	Champlin met with Records & Archives				
		09.12.22	Champlin met with Board of Elections				



Engineering & Highway Department

DOWNTOWN CAMPUS

Corwin House

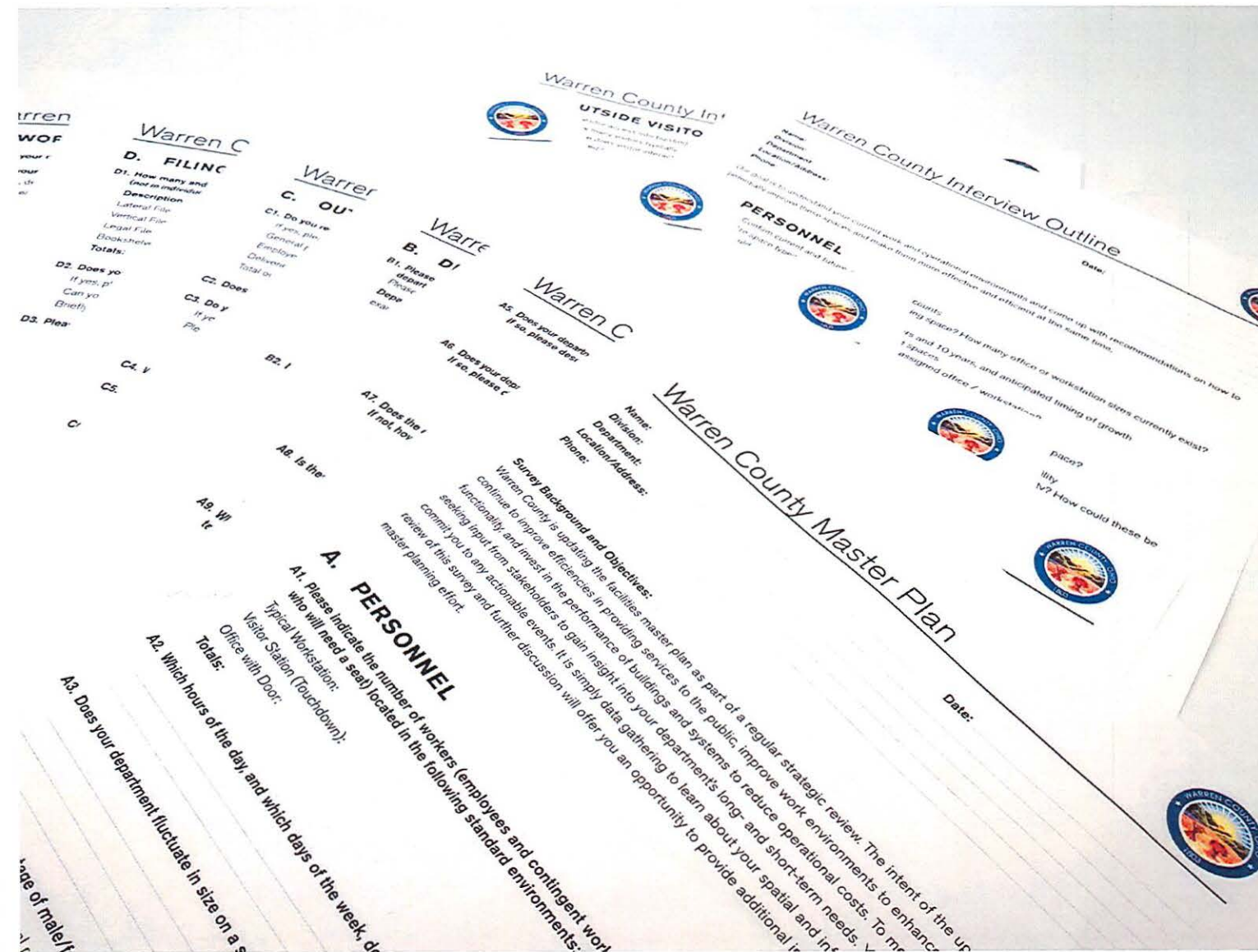
Silver St. Campus

MAIN STREET

Warren County Main Campus  
EAST STREET

48





## SURVEY AND INTERVIEWS

- "Rightsizing" departmental space
- Improving efficiencies
- Increasing productivity and functionality
- Technology changes
- Enhancing security

## Common Themes

- Parking
  - Fleet parking
  - Public parking
  - Activity-based parking
- File Storage
  - On site
  - Off site
  - Archive
- Staffing
  - Growth or reduction
- Departmental Adjacencies
  - Within a building
  - On a campus



GROWTH PROJECTIONS

	Current FTE (assigned workspaces)	Projected FTE (assigned workspaces)	% Growth or Reduction Projected	Current Occupied SF	Projected SF Needed	% Growth or Reduction Projected	Hybrid Work Model Potential	Notes
Board of Elections	12	20	67%	10,713	17,855	67%	⊗	
Building & Zoning	11	12	9%	3,294	3,294	0%	⊙	Inspectors rarely in office in Hybrid Work Model, touchdown workstations to be removed.
Child Advocacy Center	7	10	43%	3,118	4,454	43%	⊗	Current FTE includes 2 Therapists.
Child Support Enforcement Agency	43	51	19%	9,199	10,910	19%	⊗	
Children Services	60	80	33%	13,615	18,153	33%	⊗	
Commissioners' Office	7	9	29%	6,739	6,739	0%	⊗	No SF growth projected due to ability to absorb growth.
Common Pleas General Division	28	33	18%	26,954	31,767	18%	⊗	
County Court	11	15	36%	10,182	13,885	36%	⊗	Criteria Architect has a plan with a fixed square footage that should be reflected in these projections.
Court Services (Clerk)	27	27	0%	5,937	5,937	0%	⊗	SF growth to align with County Court growth.
Domestic Relations	21	27	29%	8,701	11,187	29%	⊗	Ability to add 18,000 SF which is more than needed for this dept.
Economic Development	2	2	0%	1,907	1,907	0%	⊙	
Emergency Services	48	51	6%	7,736	8,220	6%	⊗	SF growth for support spaces (respite room, lockers, etc.)
Engineer's Office	18	22	22%	7,348	7,348	0%	⊗	Space to be consolidated and redesigned for efficiency; large offices could be shared.
Facilities Management	23	26	13%	11,925	13,480	13%	⊗	
Garage	7	7	0%	2,400	2,400	0%	⊗	
Grants & Solid Waste	4	4	0%	603	603	0%	⊗	No impactful growth projected.
Health Department	75	123	64%	12,931	21,207	64%	⊗	Significant growth projected.
Highway Department	6	11	83%	10,163	10,163	0%	⊗	Growth based on personnel count not required. They do need better vehicle storage, fewer doors, more lockers.
Human Services	46	50	9%	11,331	11,331	0%	⊙	Growth absorbed with Hybrid Work Model.
IT Department	20	23	15%	8,125	8,125	0%	⊙	No SF growth projected due to ability to absorb growth, limited Hybrid Work.
Juvenile Court	57	60	5%	21,596	22,733	5%	⊗	
Juvenile Detention	11	11	0%	9,651	9,651	0%	⊗	
Law Library	1	1	0%	1,925	1,925	0%	⊗	
Mary Haven Youth Center	19	30	58%	17,241	17,241	0%	⊗	No SF growth projected due to ability to absorb growth with redesign.
Ohio Means Jobs	22	25	14%	12,365	12,365	0%	⊗	No SF growth projected due to ability to absorb growth.
Probation	42	47	12%	9,872	10,911	11%	⊗	
Prosecutor's Office	37	40	8%	16,716	18,071	8%	⊗	
Recorders Office	10	11	10%	4,667	4,667	0%	⊗	No SF growth projected due to ability to absorb growth with redesign.
<b>TOTALS</b>	<b>861</b>	<b>1041</b>	<b>21%</b>	<b>324,512</b>	<b>372,898</b>	<b>15%</b>		



SECTION

2



*Existing Conditions*



SILVER STREET CAMPUS  
**Old Courthouse**  
300 E. Silver Street

**BUILDING CHALLENGES**

- Limited parking
- Security concerns with access and visibility to visitors entering the building from the parking lot
- Security/wayfinding concerns related to access points on different floors and from different sides of the building

**BUILDING ADVANTAGES**

- Well-maintained historic building / character



SILVER STREET CAMPUS  
**Old Administration Building**  
320 E. Silver Street

**BUILDING CHALLENGES**

- Limited parking
- Accessibility challenges getting into building from street level and from the parking lot

**BUILDING ADVANTAGES**

- Well-maintained



SILVER STREET CAMPUS  
**Historic Jail**  
312 E. Silver Street

**BUILDING CHALLENGES**

- Limited parking
- Accessibility issues related to age of the building and original design as a residence with attached jail facilities
- Difficulty in renovation due to original use of the building
- Historic nature of the building could create resistance to reuse

**BUILDING ADVANTAGES**

- Historic building / character



SILVER STREET CAMPUS  
**Children Services Visitation House**  
313 E. Warren Street

**BUILDING CHALLENGES**

- Limited parking
- Security and visibility issues while staff are operating out of this facility for visitation services

**BUILDING ADVANTAGES**

- Residential atmosphere for Children Services functions
- Well-maintained





JUSTICE DRIVE CAMPUS  
**Health & Human  
 Services Building**  
 416 S. East Street

**BUILDING CHALLENGES**

- Restrooms within the current building and the entire 3rd floor space are not ADA accessible
- Wayfinding within building for various services is challenging for visitors
- Safety and security concerns with access into building by visitors
- Inefficient layout for building function

**BUILDING ADVANTAGES**

- Location on campus for public access



JUSTICE DRIVE CAMPUS  
**Administration Building**  
 406 Justice Drive

**BUILDING CHALLENGES**

- Location of county server facilities
- Usability of basement and 3rd floor for public access

**BUILDING ADVANTAGES**

- Well-maintained facility, newer finishes throughout
- Central location on campus for public access
- Abundant available parking



JUSTICE DRIVE CAMPUS  
**Facilities Management**  
 430 Justice Drive

**BUILDING CHALLENGES**

- Location in center of campus for a facility not requiring public access
- Oversized shop spaces
- Amount of covered vehicle storage
- Loading dock and temporary storage/distribution is inadequate

**BUILDING ADVANTAGES**

- Well-maintained facility, newer finishes throughout



JUSTICE DRIVE CAMPUS  
**Common Pleas Court Building**  
 500 Justice Drive

**BUILDING CHALLENGES**

- Lack of secure access for juries and court personnel
- Lack of expansion space within current footprint
- Visibility of grand jury room access in building due to information desk location
- Hardened basement location of Telecommunications (difficult to renovate)

**BUILDING ADVANTAGES**

- Well-maintained facility, newer finishes throughout
- Location nearby other county court & administration buildings and supporting court services
- Hardened basement location of Telecommunications (highly resilient)
- Abundant parking



JUSTICE DRIVE CAMPUS

### County Court Building & Old Jail

880 Memorial Drive

**BUILDING CHALLENGES**

- Old Jail is vacant and needs to be repurposed or demolished
- County Court Building is an outdated facility and needs to be repurposed and/or replaced

**BUILDING ADVANTAGES**

- Location nearby other county court & administration buildings and supporting court services



JUSTICE DRIVE CAMPUS

### SWAT Garage

890 Memorial Drive

**BUILDING CHALLENGES**

- Outdated facility

**BUILDING ADVANTAGES**

- None



JUSTICE DRIVE CAMPUS

### Juvenile Justice Center

900 Memorial Drive

**BUILDING CHALLENGES**

- Durable architectural elements would not allow easy repurposing of space
- Mary Haven facility is oversized for population served

**BUILDING ADVANTAGES**

- Appropriate facility type for use



JUSTICE DRIVE CAMPUS

### 520 Justice Office Building

520 Justice Drive

**BUILDING CHALLENGES**

- Limited warehouse storage space for current Board of Elections function
- Cross circulation of court staff with adult probation clients
- Lack of secure parking
- Shared Emergency Operations Center with Board of Elections
- Vulnerability of the Communications Center due to upper floor location with windows

**BUILDING ADVANTAGES**

- Newer building, well-maintained
- Loading dock access



JUSTICE DRIVE CAMPUS  
**New Jail & Sheriff's Office**  
822 Memorial Drive

**BUILDING CHALLENGES**

- None

**BUILDING ADVANTAGES**

- New facility



OTHER BUILDINGS  
**Corwin House**  
210 W. Main Street

**BUILDING CHALLENGES**

- Limited parking
- Accessibility challenges from majority of on-site parking into building
- Inefficient layout for building office function
- Underutilized basement level

**BUILDING ADVANTAGES**

- None



OTHER BUILDINGS  
**Mechanics Garage**  
1433 State Route 63

**BUILDING CHALLENGES**

- Parking for storage of fleet vehicles

**BUILDING ADVANTAGES**

- None




OTHER BUILDINGS  
**Engineer's Office Building &  
Engineer's Highway Complex**  
105 Markey Road

**BUILDING CHALLENGES**

- Outdated Engineer's Office Building facility
- Inefficient layout for Engineer's Office Building
- Outdated Highway Department Office Building facility and surrounding equipment storage structures
- Large number of overhead doors requires constant maintenance

**BUILDING ADVANTAGES**

- Location outside of city core
- Abundant space for materials lay-down area

A photograph of the Warren County Courts Building at dusk, featuring a large gabled entrance with a sign that reads "WARREN COUNTY COURTS BUILDING" and "500". The building is illuminated by streetlights, and the scene is framed by a blue-tinted overlay. In the foreground, there are stone pillars and benches.

SECTION

3

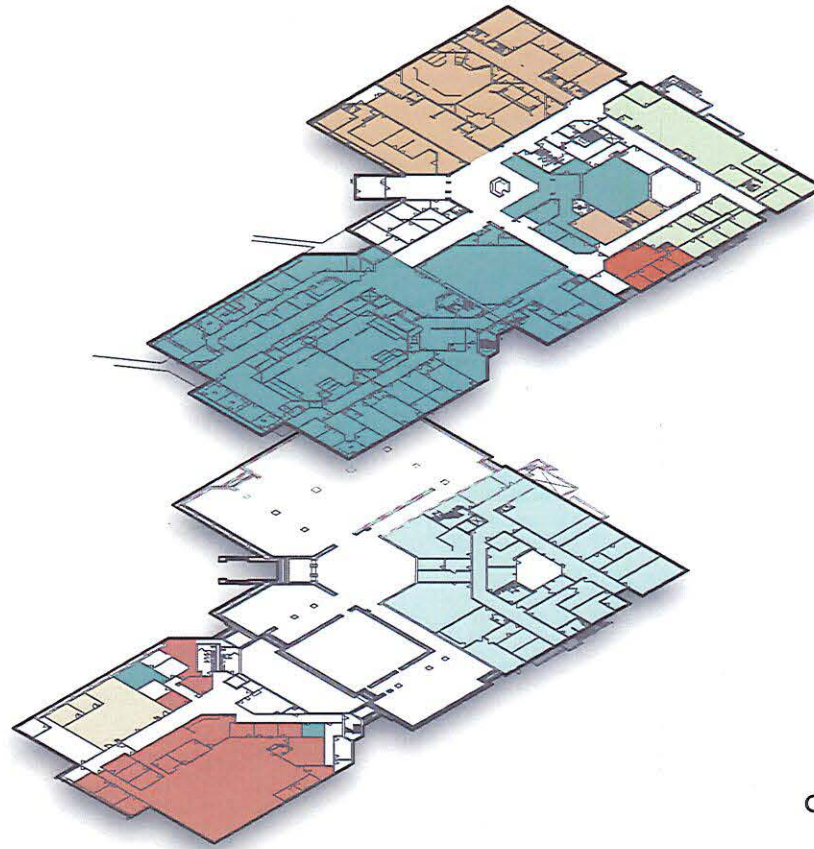
# *Space & Utilization*

**1ST FLOOR**

- Clerk of Courts
- General Division
- Domestic Relations
- Project Search

**LOWER LEVEL**

- General Division
- CSEA
- Law Library
- Telecom



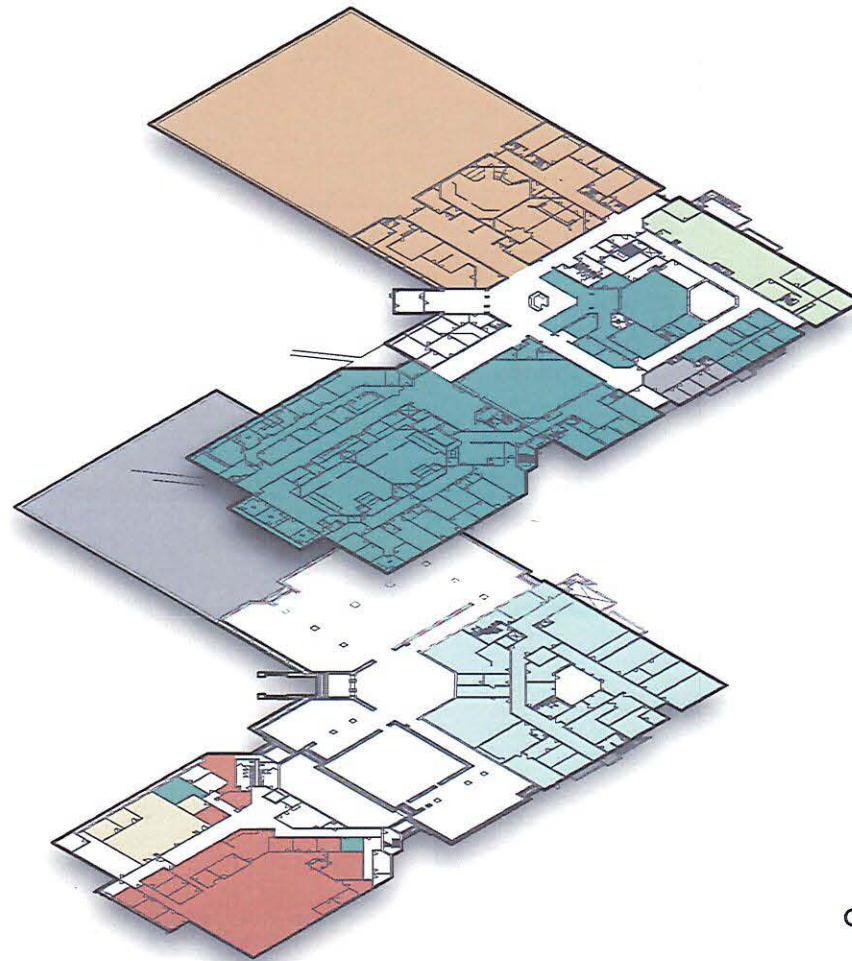
**EXISTING  
COMMON PLEAS COURT BUILDING**  
1" = 64'

**1ST FLOOR**

- Clerk of Courts
- General Division
- Domestic Relations
- Vacant

**LOWER LEVEL**

- General Division
- CSEA
- Law Library
- Telecom
- Vacant



**FUTURE  
COMMON PLEAS COURT BUILDING**

1" = 64'

2ND FLOOR

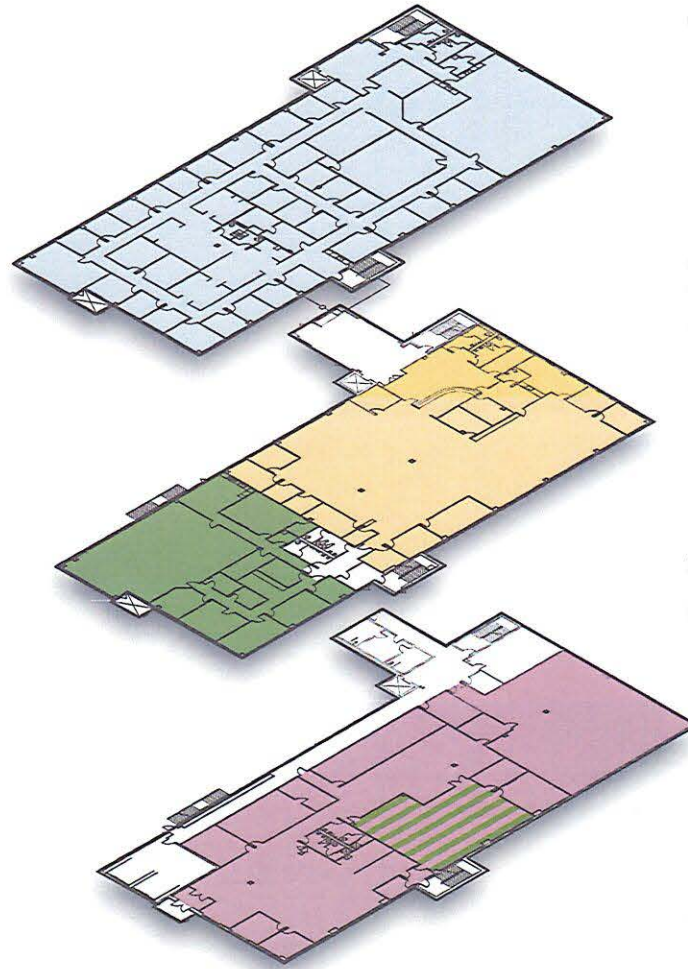
- Prosecutor

1ST FLOOR

- Adult Probation
- Emergency Services

LOWER LEVEL

- Board of Elections
- Emergency Services



**EXISTING**  
**520 JUSTICE OFFICE BUILDING**

1" = 48'

2ND FLOOR

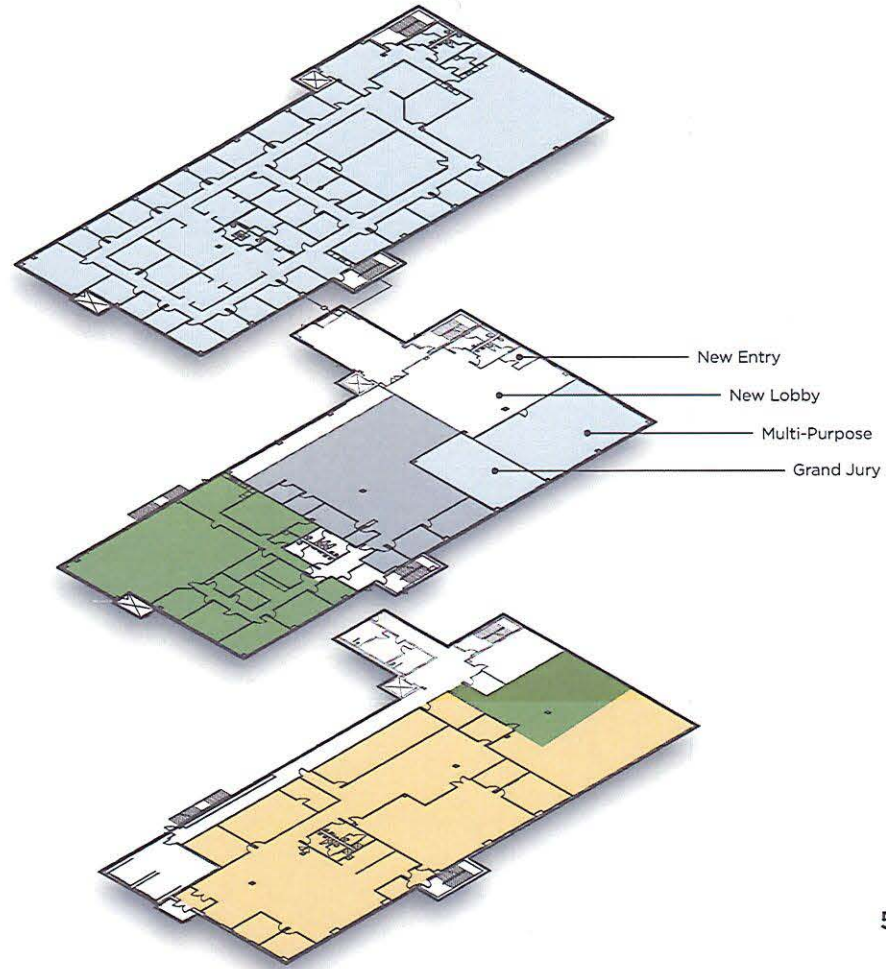
● Prosecutor

1ST FLOOR

● Emergency Services  
● Prosecutor  
● Vacant

LOWER LEVEL

● Adult Probation  
● Emergency Services



**FUTURE**  
**520 JUSTICE OFFICE BUILDING**

1" = 48'



**3RD FLOOR**

- Conference Center
- Economic Development
- IT Department

**2ND FLOOR**

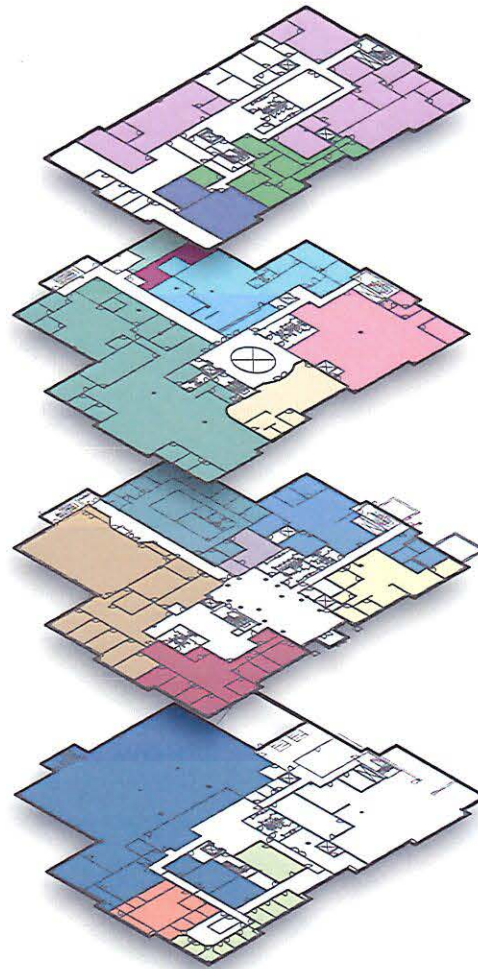
- Auditor
- Grants & Solid Waste
- Real Estate Appraisers
- Recorder
- Tax Maps
- Treasurer

**1ST FLOOR**

- Building & Zoning
- Commissioner's Office
- Office of Management and Budget
- Regional Planning Commission
- Water
- Water Instrumentation

**LOWER LEVEL**

- Archives
- Children Services / Storage
- Genealogy



**EXISTING  
ADMINISTRATION BUILDING**

1" = 64'

**3RD FLOOR**

---

- Conference Center
- Economic Development
- Grants & Solid Waste
- IT Department

**2ND FLOOR**

---

- Auditor
- Real Estate Appraisers
- Recorder
- Tax Maps
- Treasurer
- Water Instrumentation

**1ST FLOOR**

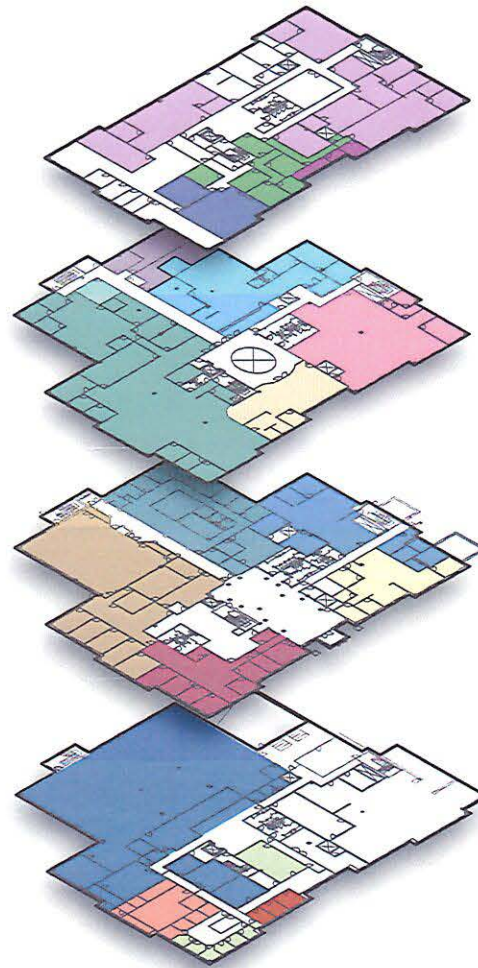
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- Building & Zoning
- Commissioner's Office
- Office of Management and Budget
- Regional Planning Commission
- Water

**LOWER LEVEL**

---

- Archives
- Children Services / Storage
- Genealogy
- Project Search

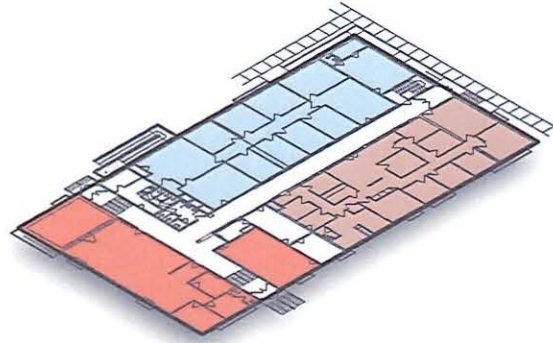


**FUTURE  
ADMINISTRATION BUILDING**

1" = 64'

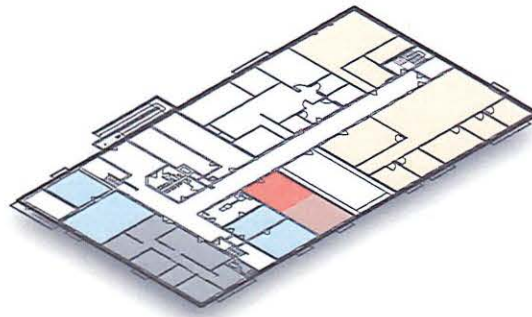
**1ST FLOOR**

- Child Advocacy Center
- Soil & Water
- Veterans Services



**LOWER LEVEL**

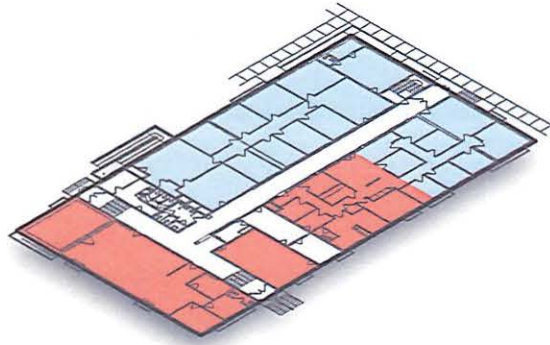
- Child Advocacy Center
- OSU Extension
- Soil & Water
- Veterans Services



**EXISTING**  
**OLD ADMINISTRATION BUILDING**  
1" = 48'

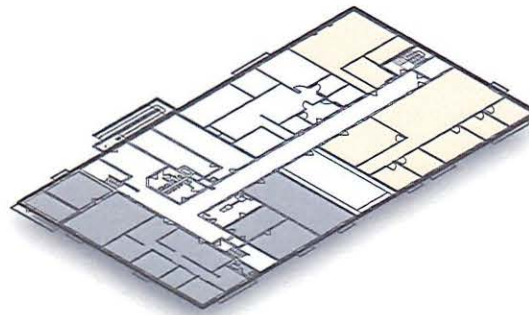
**1ST FLOOR**

- Soil & Water
- Veterans Services



**LOWER LEVEL**

- OSU Extension
- Vacant



**FUTURE  
OLD ADMINISTRATION BUILDING**  
1" = 48'

SECTION

4

*Recommendations*

BOARD OF ELECTIONS

## PERIMETER ORGANIZATION

- ⊕ Preserves green space
- ⊕ Maintains building distance from East Street
- ⊕ Less traffic on Justice Drive
- ⊖ Requires reworking Park Avenue

## OFF-CAMPUS BOARD OF ELECTIONS

- ▣ Impacts only Phase 4
- ▣ No Board of Elections on campus
- ▣ Existing Health & Human Services Building may remain for historic value

A

## ON-CAMPUS BOARD OF ELECTIONS

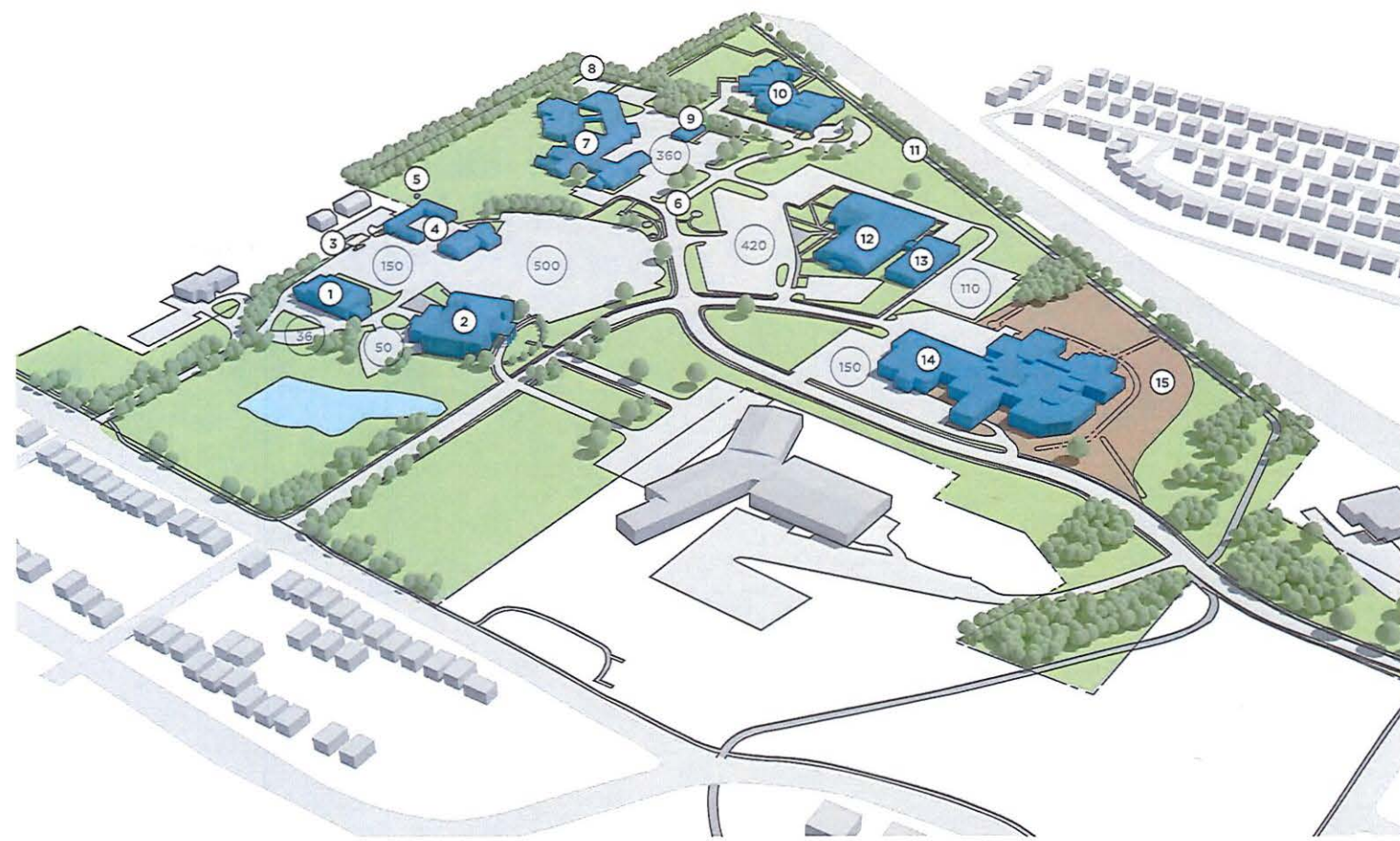
- ▣ Impacts only Phase 4 and requires additional Phase 5
- ▣ Board of Elections on campus
- ▣ Demo Health & Human Services Building

B

EXISTING

Justice Drive Campus

- ① Health & Human Services Building
- ② Administration Building
- ③ Fueling Station
- ④ Facilities Management
- ⑤ Weather Station
- ⑥ Monuments
- ⑦ County Court Building & Old Jail
- ⑧ Impound Lot
- ⑨ SWAT Garage
- ⑩ Juvenile Justice Center
- ⑪ Bike Trail
- ⑫ Common Pleas Court Building (CPC)
- ⑬ 520 Justice Office Building
- ⑭ New Jail & Sheriff's Office
- ⑮ Drainage
- # Parking Counts



PHASE

1



Enabling Projects

- ① Demolish the existing Old Jail at 880 Memorial Drive. Note that the County Court Building is to remain and existing infrastructure that feeds County Court must be maintained.
- ② Construct a replacement SWAT garage and facility at an off-campus location. This 12,000 SF replacement facility will include SWAT vehicle storage, SWAT office and workspace, indoor and/or outdoor firearms training facilities, indoor large County vehicle storage, and secure indoor impounded vehicle storage. This step must be completed before the existing SWAT garage is demolished.
- ③ Demolish the existing SWAT garage.



PHASE

2

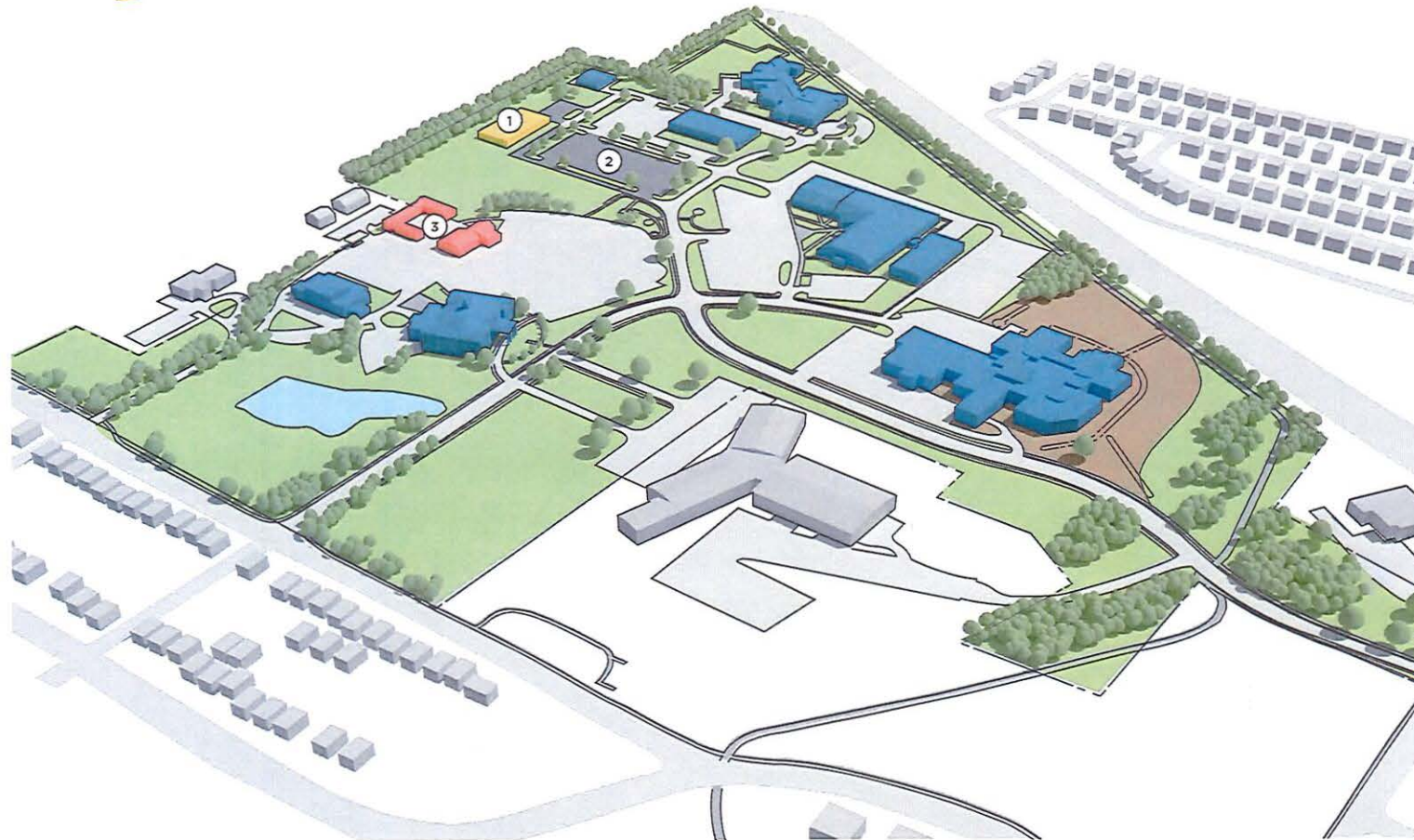


### County Court Building

- ① Construct a new County Court Building and adjacent parking lot.
- ② Construct structure to enclose impound lot. Building size is to accommodate 15 vehicles.
- ③ Demolish the existing County Court Building.
- ④ Expand parking lot south of 520 Justice Office Building.
- ⑤ Expand Common Pleas Court Building by approximately 18,000 SF. This may be built at any phase.

PHASE

3



## Facilities Management

- 1 Construct a new 18,000 SF Facilities Management building. This step must be completed before the existing Facilities Management building is demolished.
- 2 Create a new parking lot on the site of the demolished Old Jail and County Court Building.
- 3 Demolish existing Facilities Management building.
- 4 Determine if the purchase or lease of a former retail site will proceed.

PHASE  
**4A**



**With Off-Campus Board  
of Elections**

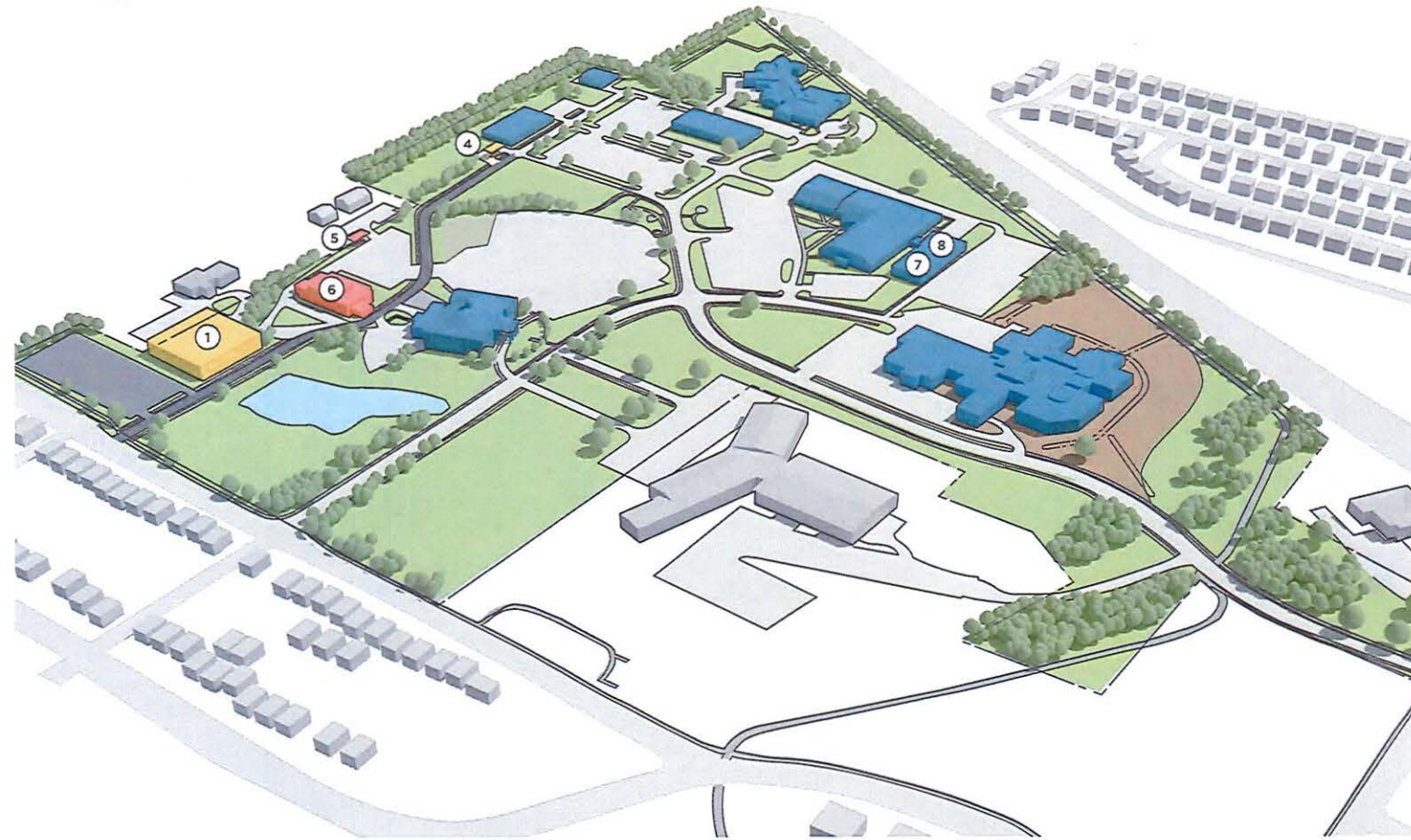
- ① Widen and realign Park Avenue.
- ② Construct a new 64,000 SF Health & Human Services Building and adjacent parking lot.
- ③ Relocate Child Advocacy Center from the Old Administration Building to the new facility.
- ④ Expand Veterans Services and Soil & Water in the Old Administration Building into vacated space.
- ⑤ Construct a new fueling station adjacent to the new Facilities Management building.
- ⑥ Demolish existing fueling station.
- ⑦ Renovate a portion of an existing building for the Board of Elections.
- ⑧ Optional: Renovate a portion of an existing building for the Public Health Department. (Note that this would reduce the square footage of the building constructed in Phase 3 to just what is required for Child and Human Services (approximately 30,000 square feet).)
- ⑨ Relocate Adult Probation from the 2nd floor of the 520 Justice Office Building to the 1st floor of the 520 Justice Office Building.
- ⑩ Create secure jury and staff entrance to the 520 Justice Office Building.

FINAL  
A



- ① Health & Human Services Building
- ② former Health & Human Services Building
- ③ Administration Building
- ④ Fuel Station
- ⑤ Facilities Management
- ⑥ Impound Lot
- ⑦ County Court Building
- ⑧ Juvenile Justice Center
- ⑨ Common Pleas Court Building addition
- ⑩ Common Pleas Court Building
- ⑪ 520 Justice Office Building
- ⑫ New Jail & Sheriff's Office
  
- # Parking Counts

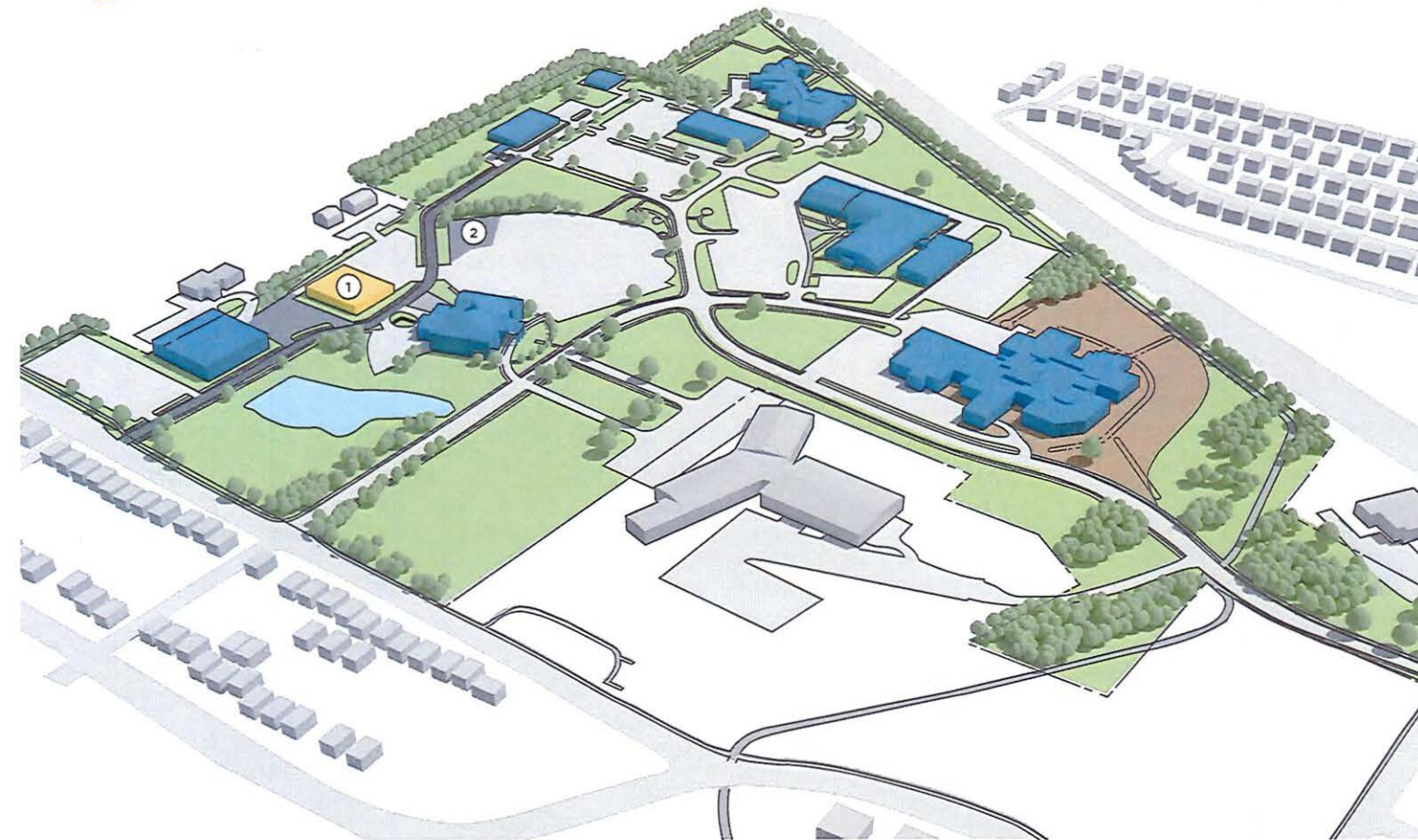
PHASE  
**4B**



**With On-Campus Board  
of Elections**

- ① Construct a new 64,000 SF Health & Human Services Building and adjacent parking lot.
- ② Relocate Child Advocacy Center from the Old Administration Building to the new facility.
- ③ Expand Veterans Services and Soil & Water in the Old Administration Building into vacated space.
- ④ Construct a new fueling station adjacent to the new Facilities Management building.
- ⑤ Demolish existing fueling station.
- ⑥ Demolish existing Health & Human Services Building.
- ⑦ Relocate Adult Probation from the 2nd floor of the 520 Justice Office Building to the 1st floor of the 520 Justice Office Building. Create a dedicated Emergency Operations Center at the time of this renovation.
- ⑧ Create secure jury and staff entrance to the 520 Justice Office Building.

PHASE  
**5B**



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### Board of Elections

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- ① Construct new 20,000 SF Board of Elections building with adjacent parking lot.
- ② Expand parking area where demolished Facilities Management building was.



**EXISTING  
SILVER STREET CAMPUS**



- ① Old Courthouse
- ② Historic Jail
- ③ Old Administration Building
- ④ Children Services Visitation House
- ⑤ Juvenile Detention Annex

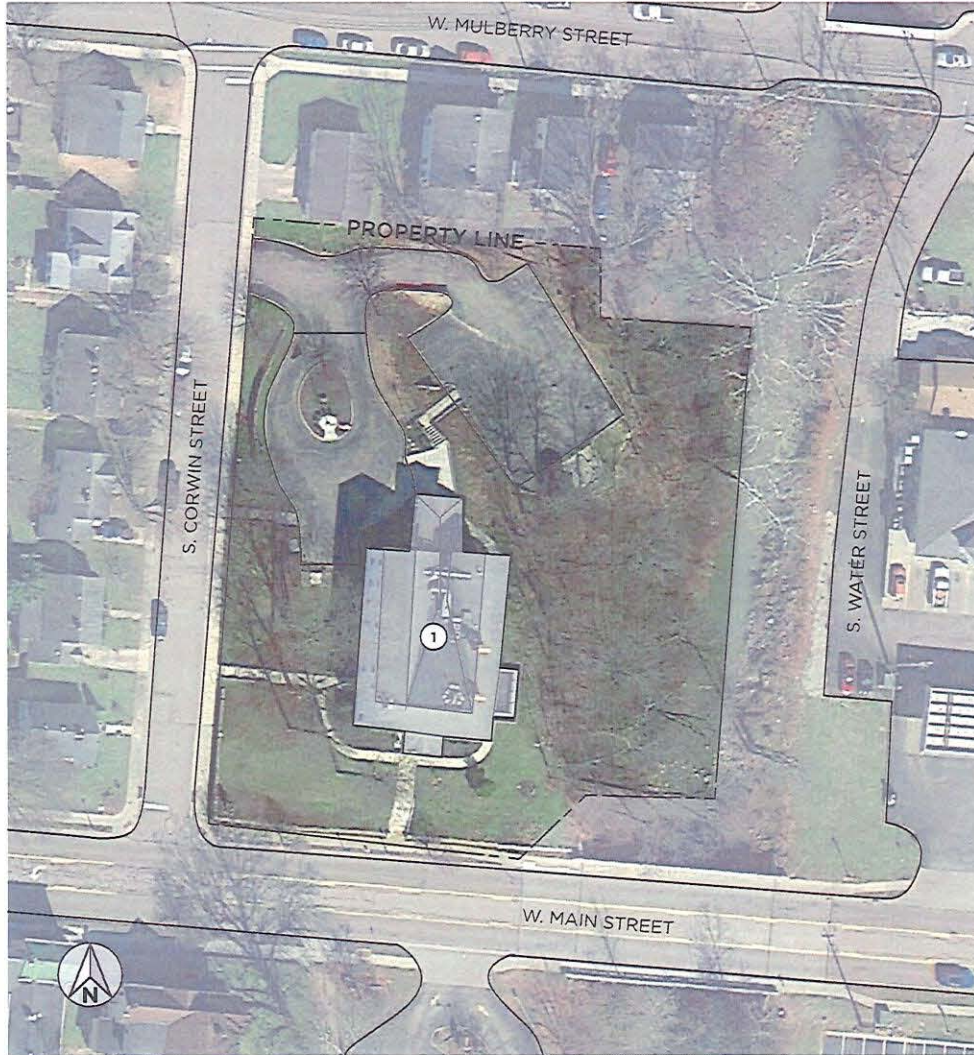


**PROPOSED  
SILVER STREET CAMPUS**



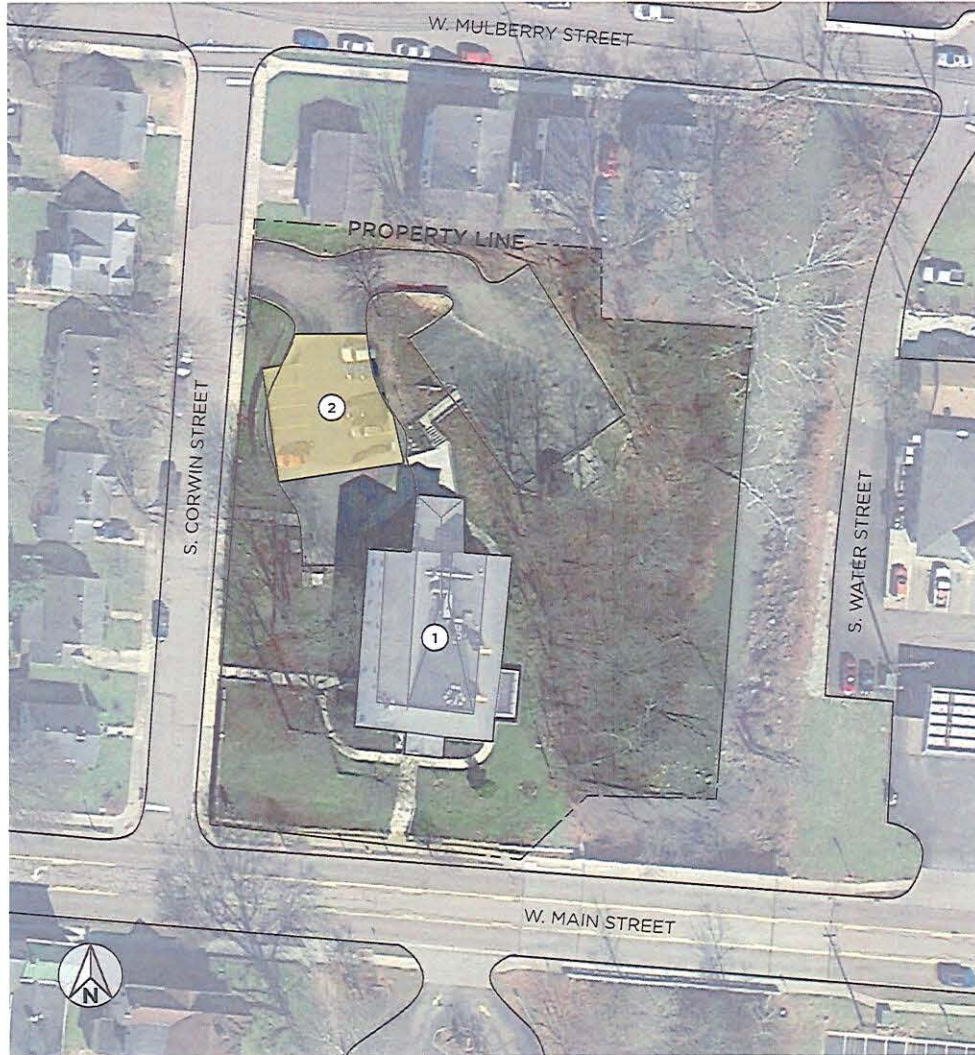
- ① Old Courthouse
- ② Historic Jail
- ③ Old Administration Building
- ④ Additional Parking (Children Services Visitation House recommended to be demolished)
- ⑤ Added Parking (Juvenile Detention Annex recommended to be demolished)

EXISTING  
CORWIN HOUSE



① Corwin House

**PROPOSED  
CORWIN HOUSE**



- ① Corwin House
- ② Added Parking

**EXISTING  
ENGINEERING & HIGHWAY  
DEPARTMENT**



- ① Engineer's Highway Complex
- ② Engineer's Office Building
- ③ Mechanics Garage

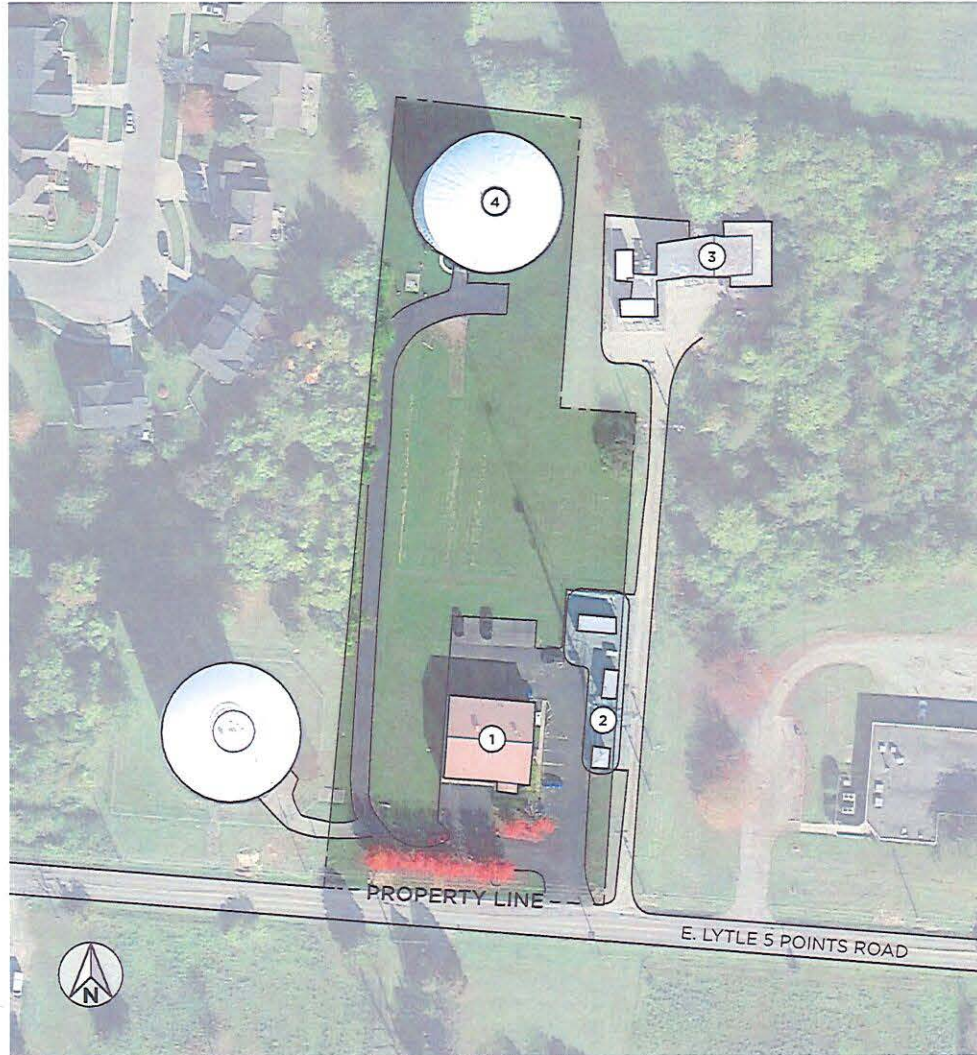
**PROPOSED  
ENGINEERING & HIGHWAY  
DEPARTMENT**



- ① New Lay-Down Area + Demo
- ② Engineer's Office Building
- ③ Mechanics Garage
- ④ New 60 Vehicle/75,000 SF Parking Barn + Employee Parking
- ⑤ Future Parking Expansion

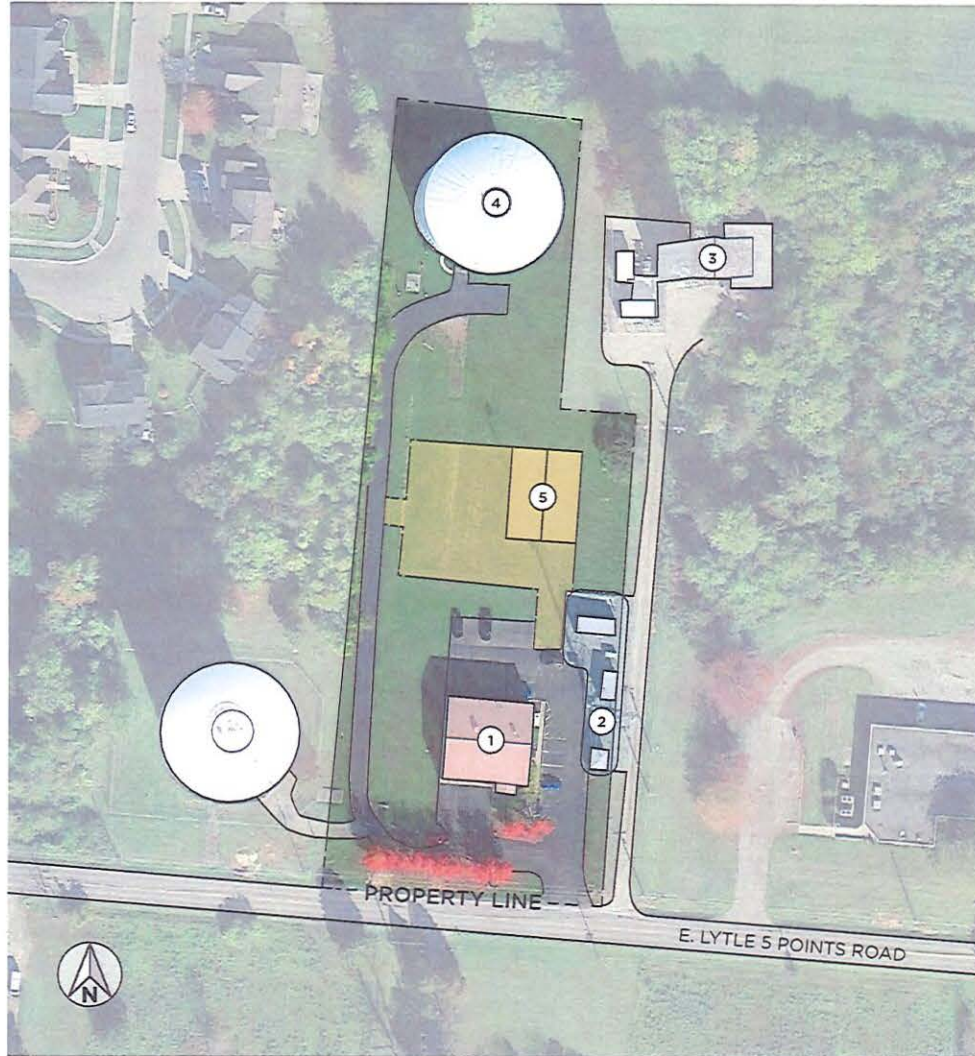
**EXISTING  
CLEARCREEK FIRE  
STATION 22**

(proposed future property)



- ① Fire Station 22
- ② County Communication Tower and Equipment
- ③ State Communication Tower
- ④ County Water Tower

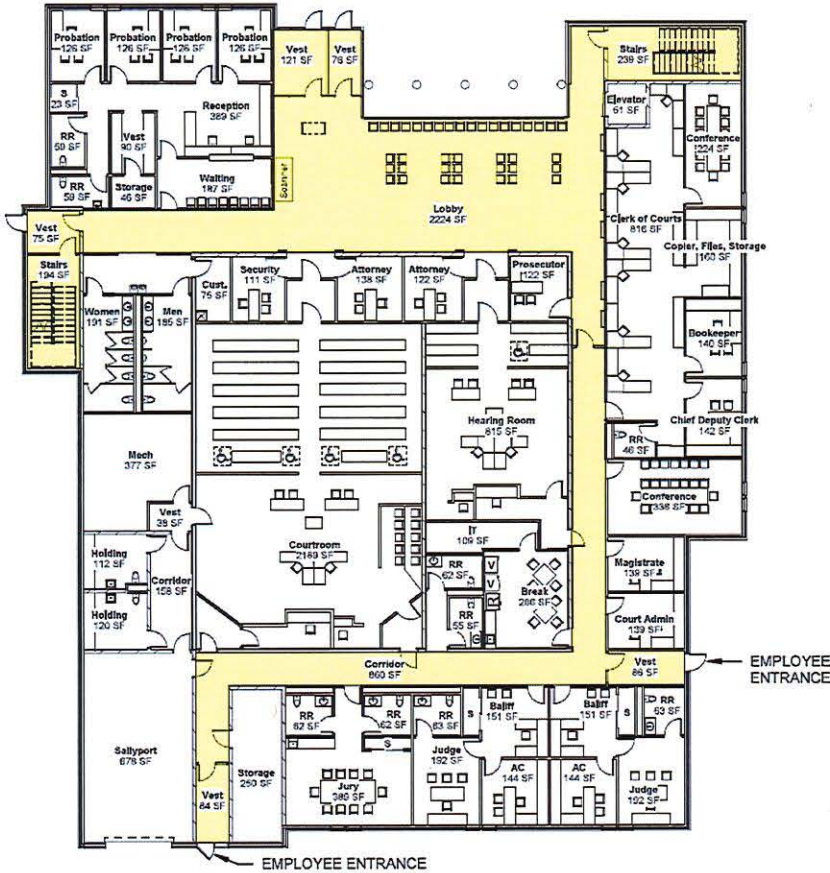
**PROPOSED  
BACKUP DISPATCH CENTER**



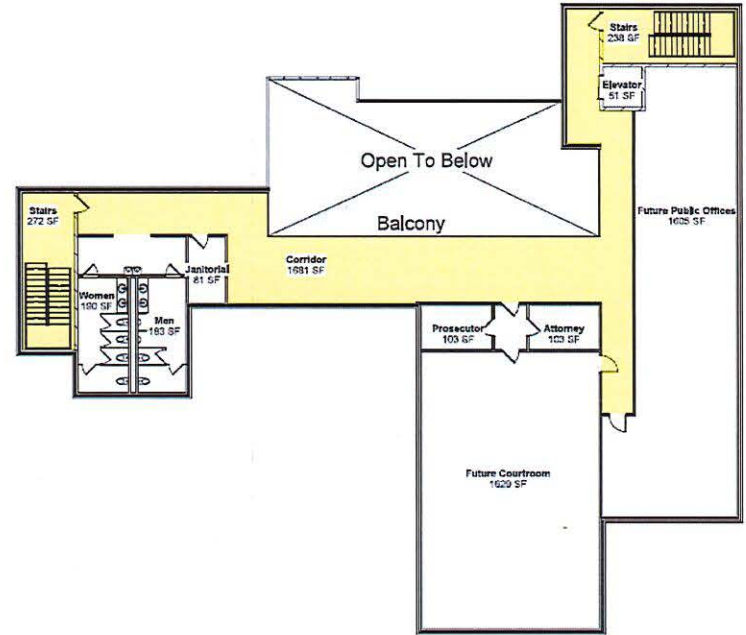
- ① Fire Station 22
- ② County Communication Tower and Equipment
- ③ State Communication Tower
- ④ County Water Tower
- ⑤ Proposed Dispatch Center/ Site







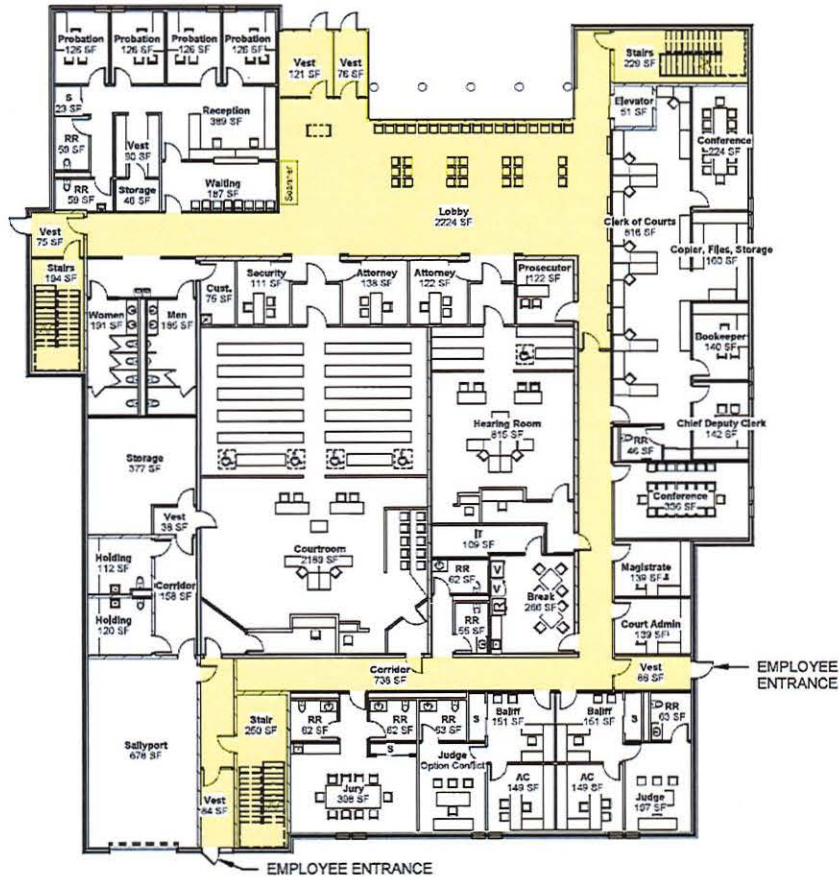
First Floor Plan



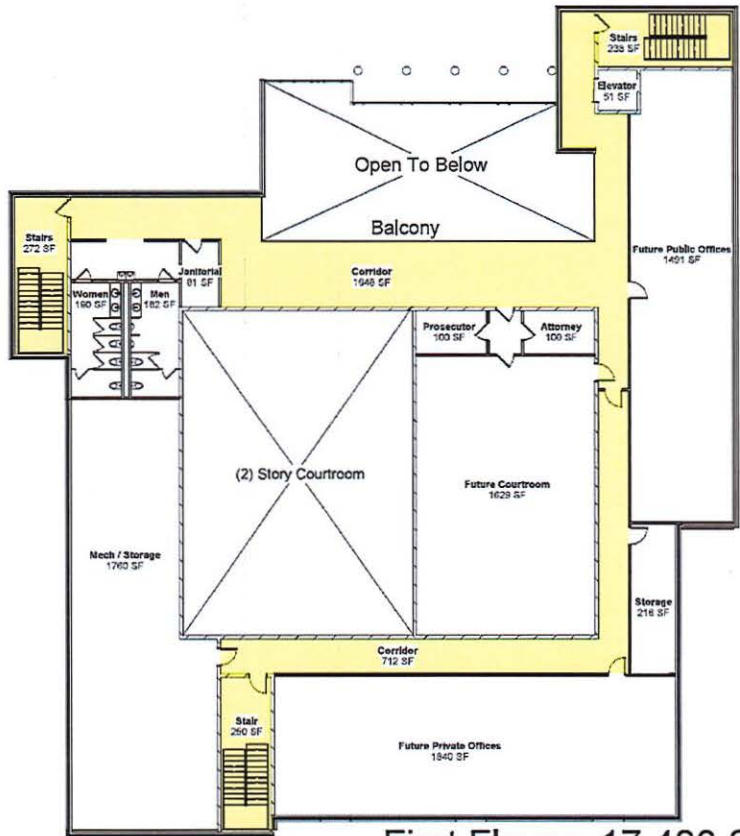
Second Floor Plan

First Floor = 17,440 SF  
 Second Floor = 6,870 SF  
 Total = 24,310 SF

# Partial Second Floor with Courtroom



**First Floor Plan**  
 0 10 20 40



**Second Floor Plan**

First Floor = 17,480 SF  
 Second Floor = 11,790 SF  
 Total = 29,270 SF

# Full Second Floor with Courtroom



414 Reading Road, Mason, Ohio 45040

