

Resolution

Number 18-1143

Adopted Date July 24, 2018

HIRE DEVIN DAWSON AS SERVICE WORKER I WITHIN THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT

BE IT RESOLVED, to hire Devin Dawson as Service Worker I, within the Facilities Management Department, classified, full-time permanent status (40 hours per week), Pay Range #13, \$14.81 per hour, effective August 13, 2018, subject to a negative drug screen and a 365-day probationary period.

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

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

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
Devin Dawson's Personnel file
OMB – Susan Spencer
Job Class #1147

Resolution

Number 18-1144

Adopted Date July 24, 2018

HIRE BRENDAN CZINEGE AS WATER DISTRIBUTION WORKER I WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Brendan Czinege, within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), Pay Range #13, \$14.81 per hour, under the Department of Water and Sewer Compensation Plan, effective August 13, 2018, subject to a negative background check, drug screen and 365-day probationary period.

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

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

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: B. Czinege's Personnel file
Water/Sewer (file)
OMB – Sue Spencer
Job Class 1995

Resolution

Number 18-1145

Adopted Date July 24, 2018

HIRE ETTAMARIE VALDEZ AS ALTERNATIVE RESPONSE CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Ettamarie Valdez, as Alternative Response Caseworker II within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #8, \$17.77 per hour, under the Warren County Job and Family Services, Children Services compensation plan, effective August 13, 2018, subject to a negative drug screen and 365 day probationary period.

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

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

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
Ettamarie Valdez's Personnel file
OMB – Sue Spencer
Job Class #1821

Resolution

Number 18-1146

Adopted Date July 24, 2018

APPROVE PROMOTION OF TONYA SHUTTS TO THE POSITION OF EMERGENCY COMMUNICATIONS SUPERVISOR WITHIN THE EMERGENCY SERVICES DEPARTMENT

WHEREAS, it is the desire of the Board to promote Tonya Shutts to said position; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Tonya Shutts to the position of Emergency Communications Supervisor within the Emergency Services Department, classified, full-time, permanent, non-exempt, at a rate of \$28.18 per hour in accordance with the Emergency Services Operators/Supervisors Compensation Plan, subject to a 180 day probationary period, effective August 2, 2018.

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

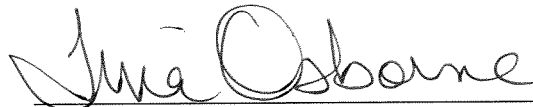
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)
Tonya Shutt's Personnel file
OMB – Sue Spencer

Resolution

Number 18-1147

Adopted Date July 24, 2018

APPROVE PROMOTION OF LARRY DUNLAP FROM BUILDING AND ELECTRICAL INSPECTOR I TO BUILDING AND ELECTRICAL INSPECTOR II WITHIN THE BUILDING AND ZONING DEPARTMENT

WHEREAS, Mr. Dunlap has obtained the required certification for the Building and Electrical Inspector II classification; and

WHEREAS, it is the desire of the Board to promote Mr. Dunlap to a Building and Electrical Inspector II classification; and

NOW THEREFORE BE IT RESOLVED to promote Larry Dunlap from Building and Electrical Inspector I to Building and Electrical Inspector II at pay range #16, \$24.00 per hour, effective pay period starting July 21, 2018.

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

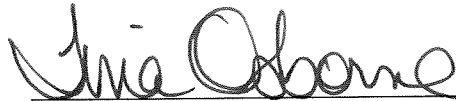
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building/Zoning (file)
L. Dunlap's Personnel File
OMB-Sue Spencer

Resolution

Number 18-1148

Adopted Date July 24, 2018

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO ARLENE BYRD, DEPUTY DIRECTOR, WITHIN WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Arlene Byrd; and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for Arlene Byrd not to exceed twelve (12) weeks; pending further documentation from Ms. Byrd's physician.

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

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

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Human Services (file)
A. Byrd's FMLA file
OMB – Sue Spencer

Resolution

Number 18-1149

Adopted Date July 24, 2018

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO PHYLLIS DAVIDSON, CUSTODIAL FOREMAN WITHIN THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Phyllis Davidson, Custodial Foreman; and

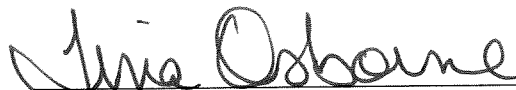
NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for Phyllis Davidson not to exceed twelve (12) weeks; pending further documentation from Mrs. Davidson's physician.

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

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

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
P. Davidson's FMLA file
OMB – Sue Spencer

Resolution

Number 18-1150

Adopted Date July 24, 2018

APPROVE RECLASSIFICATION OF WILLIAM DAVID FROM THE POSITION OF SERVICE WORKER II TO THE POSITION OF HVAC TECH I

WHEREAS, the Director of Facilities Management has indicated that William David performs the essential functions of HVAC Tech I and desires to reclassify him to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify William David to the position of HVAC Tech I, non-exempt, pay range #17, \$18.24 per hour, effective pay period beginning August 4, 2018.

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

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

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
William David's Personnel file
OMB – Sue Spencer
Job Class 1086

Resolution

Number 18-1151

Adopted Date July 24, 2018

AMEND RESOLUTION #17-2018 APPROVING THE RECLASSIFICATION OF MISTY TREADWAY AS COMPLIANCE CASEWORKER I WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION EFFECTIVE PAY PERIOD BEGINNING JANUARY 6, 2018

WHEREAS, pursuant to Resolution #17-2018 adopted December 19, 2018 this Board approved the reclassification of Ms. Treadway to Compliance Caseworker I, pay grade 8; and

WHEREAS, the correct the pay grade for this position is pay grade 6; and

NOW THEREFORE BE IT RESOLVED, to amend resolution #17-2018, adopted December 19, 2017, to reflect the correct pay grade as pay grade 6, effective pay period beginning January 6, 2018.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 18-1152

Adopted Date July 24, 2018

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR BRENT POWELL, METER READER I WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Brent Powell, Meter Reader I within the Warren County Water and Sewer Department, has successfully completed a 365-day probationary period, effective July 17, 2018; and

NOW THEREFORE BE IT RESOLVED, to approve Brent Powell's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$15.56 per hour effective pay period beginning July 21, 2018.

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

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

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water and Sewer (file)
B. Powell's Personnel File
OMB – Sue Spencer

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

Resolution

Number 18-1153

Adopted Date July 24, 2018

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

WHEREAS, Travis Clark, Social Services Worker II within the Warren County Department of Job and Family Services, Human Services Division, has successfully completed a 365-day probationary period, effective July 31, 2018; and

NOW THEREFORE BE IT RESOLVED, to approve Travis Clark's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$16.46 per hour effective pay period beginning August 4, 2018.

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

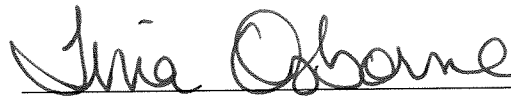
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
T. Clark's Personnel File
OMB – Sue Spencer

Resolution

Number 18-1154

Adopted Date July 24, 2018

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

WHEREAS, Chelsea Dye, Eligibility Referral Specialist II within the Warren County Department of Job and Family Services, Human Services Division, has successfully completed a 365-day probationary period, effective July 31, 2018; and

NOW THEREFORE BE IT RESOLVED, to approve Chelsea Dye's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$15.37 per hour effective pay period beginning August 4, 2018.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 18-1155

Adopted Date July 24, 2018

APPROVE REASSIGNMENT OF PAY SUPPLEMENT FROM MATT SCHNIPKE TO BRIAN BEAUDRY, ECONOMIC DEVELOPMENT SPECIALIST WITHIN THE WARREN COUNTY OFFICE OF ECONOMIC DEVELOPMENT

WHEREAS, pursuant to Resolution #15-1443, adopted September 22, 2015, this Board approved the pay supplement through 2016; and

WHEREAS, pursuant to Resolution #17-0163, approved February 04, 2017, this Board approved the pay supplement would remain in effect until further notice of request changes initiated by Economic Development or the Workforce Investment Board; and

WHEREAS, due to the appointment of Matt Schnipke to Director, the director requests the pay supplement of \$82.69 per pay be reassigned from himself to Brian Beaudry; and

NOW THEREFORE BE IT RESOLVED, to approve the reassignment of pay supplement of \$82.69 per pay from Matt Schnipke to Brian Beaudry, Economic Development Specialist, within the Office of Economic Development effective pay period beginning August 4, 2018; and

BE IT FURTHER RESOLVED, this pay supplement for Brian Beaudry, will remain in effect until further notice of request changes initiated by Office of Economic Development or the Workforce Investment Board.

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

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

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Economic Development (file)
B. Beaudry's Personnel File
M. Schnipke's Personnel File
OMB-Sue Spencer

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

Resolution

Number 18-1156

Adopted Date July 24, 2018

**APPROVE APPOINTMENT WARREN COUNTY MEMBER TO THE AREA 12
WORKFORCE DEVELOPMENT BOARD**

WHEREAS, the Board of County Commissioners of Warren County, Ohio adopted Resolution Number 05-121 on February 1, 2005 which approved the Area 12 Workforce Investment Board | Butler - Clermont - Warren; and

WHEREAS, thereafter, Butler, Clermont and Warren Counties individually shall be responsible for the appointments, reappointments, and/or replacements of individuals from the respective county on the Area 12 Workforce Development Board;

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Warren County, Ohio that Matt Schnipke be appointed for a one year term to the Area 12 Workforce Development Board effective upon adoption of this resolution and ending June 30, 2019.

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

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

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

AP/

cc: Appointee
Appointment file
WIB (file)
L. Lander

Resolution

Number 18-1157

Adopted Date July 24, 2018

RESCIND RESOLUTION #18-1118 APPROVING ADVERTISEMENT FOR BID FOR THE
FY18 VILLAGE OF MAINEVILLE – ADA RESTROOM CDBG PROJECT

WHEREAS, pursuant to Resolution #18-1118, adopted July 17, 2018, this Board approved an advertisement for the FY18 Village of Maineville – ADA Restroom CDBG Project; and

WHEREAS, Susanne Mason, grants coordinator, has advised, that due to delay in the architectural design of the project, the project cannot proceed; and

NOW THEREFORE BE IT RESOLVED, to rescind Resolution #18-1118, adopted July 17, 2018.

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Grants (file)
OMB Bid file

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

Resolution

Number 18-1158

Adopted Date July 24, 2018

ADVERTISE FOR BIDS FOR THE WAYNESVILLE REGIONAL WWTP IMPROVEMENTS PROJECT

BE IT RESOLVED, to advertise for bids for the Waynesville Regional WWTP Improvements Project for the Warren County Water and Sewer Department; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet Web Site, beginning the week of August 5, 2018; bid opening to be September 13, 2018 @ 11:00 a.m.

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

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

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

EH\

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 18-1159

Adopted Date July 24, 2018

APPROVE NOTICE OF INTENT TO AWARD BID TO AERO MARK INC. FOR THE 2018 STRIPING PROJECT

WHEREAS, bids were closed at 9:45 a.m., July 10, 2018, and the bids received were opened and read aloud for the 2018 Striping Project and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Neil F. Tunison, Warren County Engineer, Aero Mark Inc. has been determined to be the lowest and best bidder;

NOW THEREFORE BE IT RESOLVED, upon recommendation of Neil F. Tunison, that it is the intent of this Board to award the bid to Aero Mark Inc., 10423 Danner Drive, Streetsboro, Ohio, for a total bid price of \$136,194.47; and

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

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

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

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

EHV

cc: Engineer (file)
OMB Bid file

Resolution

Number 18-1160

Adopted Date July 24, 2018

APPROVE NOTICE OF INTENT TO AWARD BID TO W.E. SMITH CONSTRUCTION FOR THE WILMINGTON ROAD DRILLED PIER WALL PROJECT

WHEREAS, bids were closed at 9:15 a.m., July 17, 2018, and the bids received were opened and read aloud for the Wilmington Road Drilled Pier Wall Project and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Neil F. Tunison, Warren County Engineer, W.E. Smith Construction has been determined to be the lowest and best bidder;

NOW THEREFORE BE IT RESOLVED, upon recommendation of Neil F. Tunison, that it is the intent of this Board to award the bid to W.E. Smith Construction, 2030 Bauer Road, Blanchester, Ohio, for a total bid price of \$134,725.00; and

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

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

EH\

cc: Engineer (file)
OMB Bid file

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 18-1161

Adopted Date July 24, 2018

APPROVE AND AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN A MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE WARREN COUNTY BOARD OF COMMISSIONERS AND THE WARREN COUNTY DISPATCH ASSOCIATION

WHEREAS, the department and the Warren County Dispatch Association have discussed and agreed to changing the current schedule from an eight (8) hour schedule to a twelve (12) hour schedule as defined by the memorandum of understanding; and

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to sign a Memorandum of Understanding on behalf of the Warren County Board of Commissioners and the Warren County Dispatch Association, as attached hereto and made a part hereof.

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

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

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Dispatch Association
Emergency Services (file)
WC Dispatch Union
OMB- Sue Spencer

Memorandum of Understanding

**Warren County Emergency Services
Warren County Dispatch Association
2018**

This memorandum of understanding (MOU) sets forth the terms and understanding between Warren County ("Employer") and the Warren County Dispatch Association ("WCDA") pursuant to the following terms:

1. Employees will be assigned to twelve (12) hour work shifts. A standard work period shall consist of no more than eighty (80) hours; one eight-hour day and six (6) twelve-hour (12) days within a fourteen (14) calendar day work period.
2. Effective upon execution of this agreement, bargaining unit employees shall receive an additional one dollar (\$1.00) per hour shift differential for all hours actually worked between the hours of 8:00 p.m. and 8:00 a.m. while on 12 hour shifts instead of the shift differential set forth in Article 19, section 19.6.
3. The parties agree to discuss issues relating to scheduling, as necessary, in labor management meetings.
4. The Employer retains the ability to change the schedule upon showing of good cause with at least sixty (60) days advance notice. Any schedule change will result in employees selecting their preference of shifts, according to seniority, except as set forth herein.

Brad Edrington 7/22/18
Brad Edrington, WCDA Date

Melissa Bour 7-22-18
Melissa Bour, WCDES Date

A. Zindel 7-24-18
Warren County Commissioners Date

Resolution

Number 18-1162

Adopted Date July 24, 2018

ENTER INTO CONTRACT WITH RECREATIONS OUTLET FOR WORK RELATIVE TO THE FY 2017 VILLAGE OF BUTLERVILLE PLAYGROUND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT

BE IT RESOLVED, to enter into contract with Recreations Outlet, 885 State Route 28, Milford, Ohio 45150, for work for the FY 2018 Village of Butlerville Playground CDBG Project, for a total contract price not to exceed \$20,000.00, as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: C/A— Recreations Outlet
OGA (file)

CONTRACT

THIS AGREEMENT, made this 24 day of July, 2018 by and between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and Recreations Outlet, 885 State Route 28, Milford, Ohio 45150, doing business as a corporation, hereinafter called "Contractor".

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

"FY2017 Village of Butlerville Playground CDBG Project"

hereinafter called the project, for the sum of Seventeen thousand two hundred sixty-six and 84/100 Dollars (\$17,266.84) and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and at its own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the specifications and Contract Documents. "Contract Documents" means and includes the following:

- A. General Contract Conditions
- B. Contract Forms
 - Notice of Award and Acceptance
 - Notice to Proceed and Acceptance
 - Change Order
- C. Attachment A: Federal Labor Standards
 - Prevailing Wage Rates

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and to fully complete the project within sixty ~~(60)~~ days from the date of the "Notice to Proceed". The Contractor further agrees to pay, as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter until such time as work is completed.

Upon completion of said project, the CONTRACTOR shall submit an invoice to the OWNER. Upon approval by the Village of Butlerville, the submittal of a contractor's affidavit, and all prevailing wage reports, the OWNER shall make payment to the CONTRACTOR.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

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

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorney fees, litigation expenses, suits at law or in equity, causes of actions, actions, damages, and obligations arising from (a) negligent reckless or willful and wanton acts, errors, omissions by CONTRACTOR, its agents, employees, licensees, consultants or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care providing services pursuant to this agreement; (c) the intentional

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misconduct of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

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

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

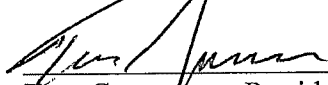
This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

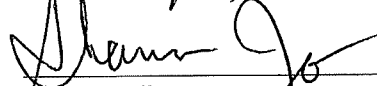
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

(Seal)

WARREN COUNTY BOARD OF COMMISSIONERS



Tom Grossmann, President



Shannon Jones



David Young

ATTEST:




Name

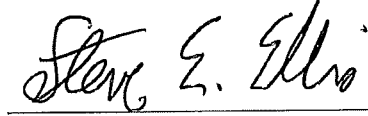
(Seal)

RECREATIONS OUTLET

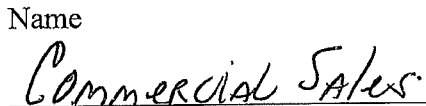
ATTEST:



Name




Name



Title

APPROVED AS TO FORM:



Keith Anderson
Assistant County Prosecutor

Resolution

Number 18-1163

Adopted Date July 24, 2018

APPROVE THE CONTRACT BETWEEN CLERMONT COUNTY COMMISSIONERS ON BEHALF OF CLERMONT COUNTY JUVENILE COURT DIVISION AND WARREN COUNTY COMMISSIONERS ON BEHALF OF THE WARREN COUNTY JUVENILE COURT MARY HAVEN YOUTH CENTER DIVISION

BE IT RESOLVED, to approve the Contract between Clermont County Juvenile Court and Mary Haven Youth Center to provide placement services from July 1, 2018 thru June 30, 2019. Copy of said agreement is attached hereto and made a part hereof.

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

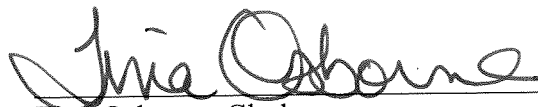
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Contract for Residential Treatment Services
Between the Counties of Warren County, Ohio
and
Clermont County, Ohio
AMENDMENT #1

This Contract Amendment #1 is entered into effective July 1, 2018, by and between the Boards of County Commissioners of the Ohio counties of Warren and Clermont (hereinafter collectively, the "Participating Counties") and the Juvenile Divisions of the Court of Common Pleas of the Participating Counties, through their respective judges.

Whereas, an agreement was executed, July 12, 2017, by and between the Boards of County Commissioners of the Participating Counties and the Juvenile Divisions of the Court of Common Pleas of the participating Counties, through their respective judges. The term of said Agreement was effective from **July 1, 2017** through **June 30, 2018**, with the right to extend this Agreement on an annual basis.

Whereas, in the original agreement, section one states that Warren County agrees to provide and Clermont County agrees to pay if space is available, a per diem of **\$140.00** per day/per bed.


Therefore, in consideration of the mutual promises contained herein, the parties agree all other provisions remain in effect as previously agreed to in the original contract. This agreement shall be effective from July 1, 2018 through June 30, 2019.

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

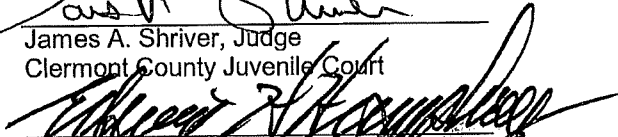
In Witness Whereof, the undersigned parties have set their hands to this Agreement and agree to terms and conditions contained herein.

Approved by:

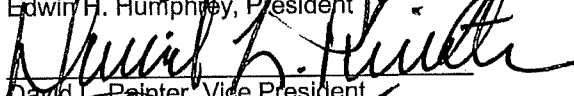
Clermont County Commissioners:


James A. Shriver, Judge
Clermont County Juvenile Court

June 6, 2018
Date


Edwin H. Humphrey, President

July 25, 2018
Date


David L. Painter, Vice President

25 June 2018
Date


David H. Uible Member


6-25-2018
Date


Approved as to form only
Clermont County Prosecutor's Office

6-6-18
Date

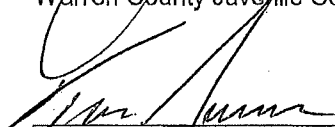
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Warren County Commissioners:



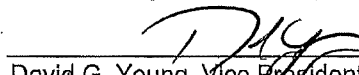
Joseph W. Kirby, Judge
Warren County Juvenile Court

6/29/18
Date



Tom Grossmann, President

7/24/18
Date



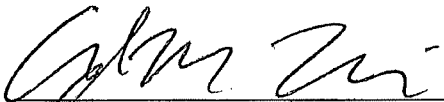
David G. Young, Vice President

7/24/18
Date



Shannon Jones, Member

7/24/18
Date



Approved as to form only
Warren County Prosecutor's Office

7/2/18
Date

14. IN RE: CLERMONT COUNTY JUVENILE COURT...AMENDMENT #1 TO THE CONTRACT FOR RESIDENTIAL TREATMENT SERVICES BETWEEN THE COUNTIES OF WARREN COUNTY, OHIO, AND CLERMONT COUNTY, OHIO, FOR MALE JUVENILE OFFENDERS...18-0511-008...EXECUTED

Moved by Mr. Painter, seconded by Mr. Uible, that the Board of County Commissioners approve the following recommendation:

Recommendation of Judge James A. Shriver, Clermont County Juvenile Court, with the concurrence of Thomas J. Eigel, County Administrator, to execute Amendment #1 to the Contract for Residential Treatment Services by and between the Boards of County Commissioners of the Ohio Counties of Warren and Clermont and the Juvenile Divisions of the Court of Common Pleas of Warren and Clermont, through their respective judges, for male juvenile offenders at the Mary Haven Youth Center, a division of Warren County Probate/Juvenile Court, previously ratified by the Board of County Commissioners on 07/12/2017, for participation in the Response Ability Pathways (RAP) Program, at a rate of \$140.00 per day/per bed, if space is available, effective for the period of 07/01/2018 through 06/30/2019, with all other terms of the afore stated contract to remain in full force and effect.

Upon roll call on the foregoing motion, the vote was as follows:

Mr. Painter, Yes; Mr. Uible, Yes; Mr. Humphrey, Aye.

Resolution

Number 18-1164

Adopted Date July 24, 2018

APPROVE AND ENTER INTO CONTRACT WITH ENGLEWOOD TRUCK TOWING & RECOVERY TO PROVIDE TOWING AND STORAGE SERVICES, ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE

BE IT RESOLVED, to approve and authorize the President of the Board to execute a contract by and between the Board of County Commissioners, with Englewood Truck Towing & Recovery for towing and storage services, on behalf of the Warren County Sheriff's Office, said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Englewood Truck Towing & Recovery
Sheriff (file)

Warren County, Ohio
Towing Contract for the Warren County Sheriff's Office

This Contract is made this 5 day of July, ²⁰¹⁸~~2017~~ by and between the Board of Warren County Commissioners "County" on behalf of the Warren County Sheriff's Office "WCSO", 822 Memorial Drive, Lebanon, Ohio 45036, and

Company name: Englewood Truck Towing & Recovery

Address: 1100 OH 122 C Lebanon, OH 45036

By: Ryan Cecile, its duly authorized Vice President
Name Title

hereinafter known as "Contractor."

Recitals

Whereas, from time to time, the WCSO has need for the provision of towing and vehicle storage services, wrecker services and/or the removal or impound of vehicle (hereinafter "services"), in accordance with law; and

Whereas, the Contractor has adequate equipment to service tow calls from the WCSO and to remove such vehicles, and has storage facilities to store the same,

Witnesseth, that for the mutual promises contained herein, the parties do hereby agree as follows:

1. Other Contracts: The WCSO reserves the right to enter into other contracts for the same services with other Contractors. The Contractor hereby waives any claim for damages or extra compensation by reason of any real or supposed interference with the Contractor's performance of services under this contract due to these other contracts.

1.1 All Contractors will be placed on an alphabetical list for on-call rotation of services. This list will be maintained by the WCSO and provided to the Warren County Communications Center (WCCC). When requested by a WCSO employee, WCCC will contact the first Contractor whose services are available in the relevant district of patrol as established in Attachment 1. Should that Contractor be unavailable or unable to complete the service requested in a reasonable time or manner, the next available Contractor from the on-call rotation list will be contacted for services.

2. Availability: The Contractor shall be available by telephone (not pagers) to provide services twenty-four (24) hours per day, seven (7) days per week. In addition, the Contractor shall respond in a reasonable amount of time. The Contractor shall provide an estimated time of arrival. If the WCSO deems the response time is too long, WCSO may seek the next available contractor to respond. **The WCSO has the right to establish limited, areas of response to be served by Contractor based upon the geographical locations of the Contractor and their relation to established districts of patrol. The Contractor may make a request to be included in areas of response as provided in the attached district map (Attachment 1), however whether to include Contractor in an area of**

response shall be at the discretion of the WCSO. The Contractor shall notify the WCSO of any periods during which the Contractor shall be unavailable to provide services.

3. Services:

- A. Services include vehicle retrieval/removal, loading, securing, scene clean-up, and storage of the vehicle(s) as designated by the WCSO.
- B. All vehicles towed pursuant to this contract shall be towed to the Contractor's place of business unless the WCSO requests the vehicle be towed to another location including, but not limited to: The Warren County Sheriff's Office, Warren County Drug Task Force or the Miami Valley Regional Crime Lab.
- C. The Contractor agrees that when towing a vehicle ordered into storage by the WCSO, it shall deliver that vehicle to the location designated by the WCSO not more than two (2) hours after it is removed.
- D. The Contractor shall not respond to the scene of an accident or emergency for purposes of providing towing or wrecker services unless dispatched to the location by the WCSO, or unless engaged by a third person having a direct ownership interest in the vehicle(s) involved.
- E. WCSO employees, when at the scene, are completely in charge of the scene or event, and the Contractor shall at all times follow the directions of the WCSO employee regarding scene safety.

4. Storage:

- A. The Contractor shall have adequate storage space for vehicles; this includes storage of buses, commercial tractor/trailers and semitrailers, if equipped to tow such vehicles, when the need arises. The storage area must comply with Ohio Revised Code and local zoning and health regulations. The Contractor shall not store towed vehicle upon public streets, alleys or other public ways or unprotected private property. The Contractor shall properly and within two (2) hours secure all vehicles towed at the request of the WCSO.
- B. If a towed vehicle which has been ordered into the Contractor's possession is stored at a location other than the Contractor's place of business, it is the responsibility of the Contractor to promptly provide transportation for the person claiming the vehicle. It shall further be the duty of the Contractor to render assistance in delivering the vehicle from its storage space when necessary.
- C. The Contractor shall be available to release any vehicle stored pursuant to this contract, except those vehicles which require a release from the WCSO, between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, excluding National Holidays. Upon the presentation of proof of ownership of the vehicle, the Contractor

shall permit the owner to retrieve any personal items from the vehicle without retrieving the vehicle or paying any fee during these same hours; however, that no owner shall be permitted to retrieve any personal items if the WCSO placed a hold on the personal items in the vehicle. For purposes of this contract, personal items do not include items attached to the motor vehicle.

- D. The Contractor agrees not to release any impounded or seized vehicle which requires a release except upon the written order of the WCSO. If the vehicle requires a release, the WCSO shall place a hold on the vehicle and the Contractor shall assume custody of the vehicle until the same is released by the WCSO.

5. Fees:

A. Vehicles Ordered Impounded/Seized:

- Vehicles which gross vehicle weight is under 10,000 pounds:

Towing Fees: \$150.00

Storage Fee: Not more than \$25.00 per twenty-four (24) hours after initial twenty-four (24) hours.

- Vehicles which gross vehicle weight are over 10,000 pounds (Heavy Duty): The contractor is expected to stay within the usual customary rates as established and on file.

- B. Vehicles Towed from Private Residential or Agricultural Property will be in strict compliance with ORC 4513.60.

- C. Additional charges may be applied when the wait time exceeds one (1) hour upon arrival on scene, when there is extensive scene cleanup, or when additional wreckers or labor are required at the scene. Should additional wreckers be required the established rates above are applicable. Additional labor may be billed in fifteen (15) minute increments, up to a maximum of \$100.00 per hour.

- D. If the owner of an abandoned vehicle arrives after the vehicle has been prepared for removal but before the actual removal, the Contractor must give the vehicle owner the opportunity to pay a fee of not more than \$75.00 for vehicles under 10,000 pounds and not more than established rates for Heavy Duty vehicles in order to obtain release of the vehicle. Upon payment of the fee, the Contractor shall give the owner a receipt showing both the full towing fee normally assessed and the actual amount received, and shall release the vehicle to the owner.

- E. The WCSO reserves the right to review any charges made by the Contractor pursuant to this contract. If the WCSO deems necessary it shall conduct an administrative review of the Contractor procedure and charges. If the Contractor is found to have violated any terms of this contract, the Contractor may be suspended or removed from the rotation.

6. Release of Vehicles:

- A. Abandoned Vehicles: If the WCSO requests the vehicle be towed because it is an abandoned vehicle, once the vehicle has been towed, the vehicle owner is responsible for paying the towing and storage fees to reclaim the vehicle. The Contractor may release the vehicle to the owner, upon proof of ownership and payment of charges due, without the approval of the WCSO. This shall be clearly marked on the Tow Card provided by the WCSO employee.
- B. Seized Vehicles: If the WCSO orders a vehicle be towed for any other reason, and the Tow Card is marked "Hold", the Contractor shall not release the vehicle without prior written approval of the WCSO.
- C. Unclaimed Vehicles: The Contractor shall notify the WCSO of any vehicle ordered into storage; a hold has not been placed, and has not been claimed within thirty (30) days. The WCSO shall then have the right, in its sole discretion, to:
 - Sell the vehicle at public auction and pay the towing and storage fees from the proceeds of the sale; or
 - Assign the vehicle to the Contractor by delivering to the Contractor two copies of the salvage certificate title. If the WCSO assigns the vehicle to the Contractor, such assignment shall be in full satisfaction for any towing and storage fees due on the vehicle. Upon disposing of said vehicle, the Contractor must complete the required Tow Company Profit Report Form provided by the WCSO and immediately return to the WCSO.

7. Abandoned Junk Motor Vehicles:

- A. An abandoned junk motor vehicle means a vehicle that is:
 - Three (3) years old or older;
 - Extensively damaged (missing wheels, tires, motor, transmission, etc.);
 - Apparently inoperable; and
 - Has a fair market value of \$1,500.00 or less.
- B. The Contractor shall complete the required Abandoned Motor Vehicle Form provided by the WCSO. The Contractor must provide on the form a true and accurate description of the vehicle, as well as a true estimate of the vehicle's value. Upon receiving the required form, the WCSO shall take detailed photographs and execute the required paperwork.
- C. The WCSO shall execute in quadruplicate the affidavit prescribed by the registrar of the motor vehicles, describing the motor vehicle and the manner in which it was disposed of. Monies received by the Contractor from the disposal of a junk motor vehicle are in full satisfaction of any towing and storage fees due on the vehicle.

- D. If the vehicle meets the definition of junk motor vehicle excepting that it is not three (3) years old, the vehicle shall be stored by the Contractor and not immediately disposed of. The Contractor shall then notify the WCSO of any such vehicle which is not claimed within thirty (30) days and it shall be classified as an Unclaimed Vehicle as listed in Section 6. C.

8. Responsibilities and Indemnification:

- A. The Contractor hereby agrees to assume responsibility for the vehicle from the time the vehicle is prepared for towing until such time as the vehicle is no longer in the Contractor's physical control. Further, the Contractor agrees that it shall be solely responsible and assumes all liability for any and all damages caused during or after towing and storage including, but not limited to, missing, stolen or exchanged parts or accessories, or damage to the interior or exterior of the vehicle.
- B. The Contractor hereby agrees to protect, indemnify and hold harmless the County, WCSO, its employees, officials, divisions and departments against any and all actions, claims, demands or liabilities for injury or damage to persons or property arising from the performance of the Contractor's duties under this contract by any person, and shall pay all expenses which the WCSO and/or County may incur in the investigation and/or defense of any such claim, including attorney fees and court costs.
- C. Notwithstanding the foregoing, the Contractor shall not bear liability for any claims caused by the WCSO wrongfully ordering a vehicle to be towed and/or stored.

9. Insurance:

- A. The Contractor shall not commence work under the contract until it has obtained all insurance required under this paragraph. The policies shall also protect the WCSO and County and their employees and agents as additional insured parties. Certified copies of the insurance policies, fully executed by officers of the insurance company, shall be submitted with the executed contract. Coverage shall be provided through insurance companies licensed to do business in the State of Ohio and with a Best Rating of A- or better.
- B. During the term of the contract, the Contractor shall provide evidence of insurance in the amounts stated below. The Contractor may also be required to submit the original insurance policies for inspection and approval of the County. Said policies shall provide that they cannot be cancelled, permitted to expire, or be changed without fifteen (15) days advanced written notice to the County. The Contractor shall provide all insurance required by this contract.
- C. The Contractor shall maintain during the life of the contract, Comprehensive General Liability Insurance with limits of \$1,000,000.00 Per Occurrence, \$2,000,000.00/Aggregate, with no interruption of coverage during the entire term of

the contract. No policy of Comprehensive General Liability coverage that provides only excess coverage for an additional insurance is permitted. Contractor shall also carry Automobile Liability Insurance with limits of \$1,000,000.00 Per Occurrence/Aggregate. Such policies shall protect the Contractor and the County from any and all claims or damages for bodily injury, including accidental death, as well as any and all claims for property damage, during the performance of services under the Contract, whether such performance be by the Contractor, any subcontractor, or by anyone directly or indirectly employed by either of them, or in any such manner as would impose liability on the County. Contractor agrees that in any Comprehensive General Liability coverage is on a "claims made" basis, the policy provide that in the event this contract is terminated, Contractor shall continue such policy in effect for the period of any statute or statutes of limitation application to claims thereby insured, notwithstanding the termination of contract.

10. Term: This contract shall be in effect from July 5th, 2017 ²⁰¹⁸ through December 31, 2018. Thereafter, this contract shall automatically renew for one-year terms. However, this contract may be terminated by either party at any time and for any reason upon fifteen (15) days written notice to the other party. Notice shall be deemed given upon receipt and shall be delivered by certified mail, return receipt requested, to the other party's address or shall be hand delivered. The contract terms and prices for services rendered shall also be reviewed periodically by the parties.

11. Safety Regulations:

- A. The Contractor shall at all times exercise every precaution for the protection of persons, including its employees, and property, and shall guard against creating any unnecessarily hazardous condition.
- B. The Contractor shall keep itself fully informed of, and shall strictly observe and comply with, all applicable federal, state, county, city and local laws, rules, regulations, and ordinances. Specifically, the Contractor shall meet all requirements of the Public Utilities Commission of Ohio (PUCO), including Federal Motor Carrier Safety Regulations (FMCSR), unless exempt from PUCO's registration requirements and FMCSR. In addition, the Contractor shall be required to give all notices and pay all fees for any required permits, licenses or inspections.
- C. Should the Contractor at any time find that any requirement of the contract is at variance with any applicable law, rule, regulation, requirement, order or decree, it shall promptly notify the Warren County Sheriff.

12. Assignment: Neither this contract, nor any part thereof, nor any funds to be received thereunder by the Contractor shall be assigned, except upon prior written permission of the County.

13. Independent Contractor Status: At all times during the term of the contract, the Contractor shall be and remain as an Independent Contractor with respect to all services performed

under the contract. The Contractor agrees that all income reporting requirements to the U.S. Government, the State of Ohio and any local governments are its responsibility and not that of the County. The Contractor shall be responsible for the payment of all taxes including, but not limited to, federal, state and local taxes; social security taxes, unemployment insurance taxes and any other taxes or license fees required by law, for its officers, agents and employees. The Contractor agrees that neither it, nor any of its officers, agents or employees are entitled to receive worker's compensation, unemployment compensation, vacation leave, sick leave or any other fringe benefits provided to the employees of the County or any other County agency under this contract. Contractor acknowledges that under this contract the County is not required to contribute to the Ohio Public Employees Retirement System on behalf of the Contractor, its officers, agents or employees, nor is the Contractor eligible to contribute to or receive benefits from said system.

14. This contract represents the entire and integrated agreement of the parties, and supersedes all prior negotiations, representations, and/or agreements, written or oral. This contract may only be modified or amended by a written agreement between the parties. This contract, and all rights and obligations of the parties hereunder, shall be construed and governed by the laws of the State of Ohio with venue located in the courts of Warren County, Ohio. To the extent that any provision of this contract is held to be invalid, that provision shall be deemed deleted from this contract and the remaining provisions shall remain in full force and effect.

Witness our signatures:

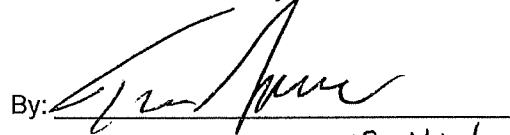
Contractor:


Signature

Ryan Cecole
Print Name

Vice President
Title

Board of Warren County Commissioners:

By: 

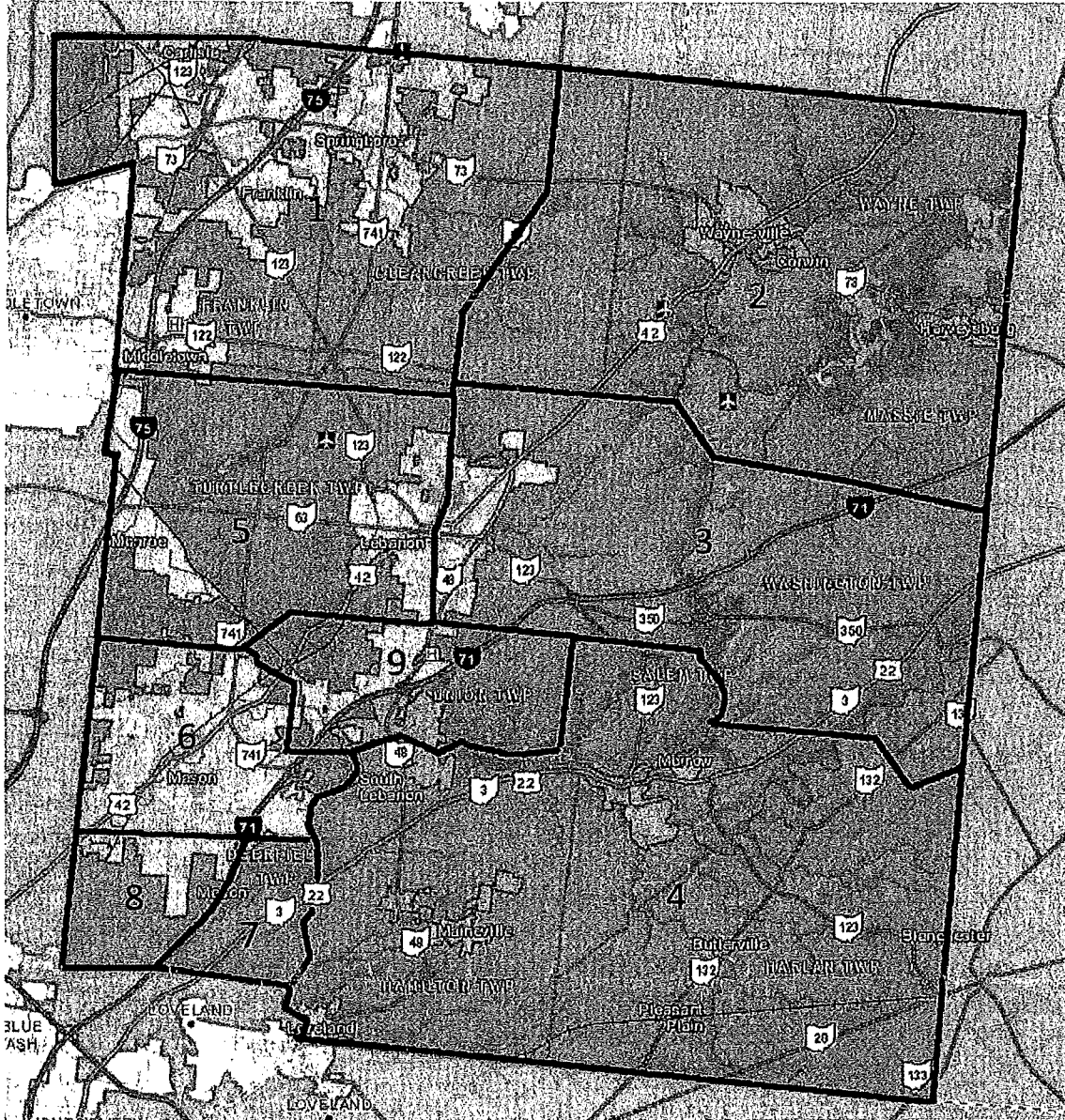
President, pursuant to Resolution No. 18-1164

APPROVED AS TO FORM




Adam M. Nice
Asst. Prosecuting Attorney

Attachment 1



Contractor must complete the following:	Administrative Use Only
Indicate if you are capable of towing vehicles which weigh more than 10,000 pounds: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Rate sheet on file: <input type="checkbox"/> Yes <input type="checkbox"/> No
Using the District Map above, Indicate which Districts you wish to serve: <input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 <input checked="" type="checkbox"/> 7 <input checked="" type="checkbox"/> 8 <input checked="" type="checkbox"/> 9	Based on geographical location of the Contractor, are these service Districts approved? <input type="checkbox"/> Yes <input type="checkbox"/> No

- We are requesting to be placed on the heavy duty rotation only.



**ENGLEWOOD
TRUCK
Towing & Recovery**

7510 Jacks Ln.
Clayton, OH 45315

Phone: (937) 836-5109
Fax: (937) 832-2486

The Heavy-Duty Professionals

Mission:

To provide peace of mind to our customer base and the communities we serve through our world class towing and transportation solutions. We accomplish this by our commitment to professionalism, safety, quality of work, and quick response times. We cultivate a safe and ethical culture where employees are empowered and customer's expectations are exceeded on a repeat basis.

Company Description:

Englewood Truck Towing and Recovery is a full-service provider in the towing and recovery industry. We have been offering towing and recovery services to Dayton and Southwest Ohio for over 60 years. We have over 50 trucks, trailers, and support equipment available 24/7/365 for all applicable towing and recovery purposes. We have terminals in Montgomery County, Darke County, Miami County, and Warren County.

Englewood Truck can handle any type of towing and recovery situation that may arise. We are able to tow/recover a wide array of vehicles ranging from automobiles, motorcycles, and box trucks to dump trucks, buses, and tractor trailers. We have extensive experience in incident management such as motor vehicle crashes, Haz Mat spill containment, and large vehicle rollovers.

Englewood Truck's mobile repair trucks offer 24 hr. emergency roadside repairs as well as scheduled and unscheduled on-site trailer maintenance. Each truck is equipped with computer diagnostic tools.

Englewood Truck's fleet mainly consists of tractors, trailers, heavy duty wreckers, and service trucks. Other equipment includes light, and medium duty wreckers, rollback carriers, a 60-ton rotator and a 50-ton rotator. Support equipment includes light towers, arrow boards, emergency response truck, skid loaders with attachments, air cushion recovery system, fuel transfer/recovery trailer, Landoll trailers, low boy trailers, and van trailers.

Englewood Truck's primary customer base consists of municipalities and commercial accounts. By focusing our core business on servicing commercial fleets and municipalities we have learned what their needs are when they are contracting with a towing vendor. We know they want the quickest response possible and the peace of mind knowing that the job will get done.

Resolution

Number 18-1165

Adopted Date July 24, 2018

AUTHORIZE PRESIDENT OF BOARD TO SIGN THE TASK COMPLETION REPORTS 97, 99, 100, 101 AND 102 WITH TRITECH SOFTWARE SYSTEMS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified and recommended that the Board of County Commissioners sign the TriTech Software Systems Task Completion Reports 97, 99, 100, 101 and 102 acknowledging Task Completions as indicated; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign the TriTech Software Systems Task Completion Reports 97, 99, 100, 101 and 102, as attached hereto and made a part hereof.

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

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

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—TriTech Software Systems
Telecom (file)



Warren County Sales Order 6395 Task Completion Report 97

Effective Date: 06/26/2018

The purpose of the Task Completion Report (this “Document”) is to document the mutual agreement between TriTech and the Client on the items listed in this report, in reference to **CAD/Mobile/RMS/Jail Implementation Project for the Warren County – Sales Order 6395.**

Acknowledgement: Functional Acceptance Test—HomeWav Inform Jail Interface

Document(s): FAT -Warren HomeWav Interface

This Functional Acceptance Test was completed on June 26, 2018 with no failures.

7.10.3 Interface Functional Acceptance Testing (FAT)

7.10.3.3 Task Description

All Standard and Custom Interfaces are subject to Functional Acceptance Testing (FAT). FAT for Standard Interfaces is based on a standard set of TriTech FAT documents for each interface, as they are applicable to the Client’s configuration settings. These tests have a standard format and will be sent to the Client for review prior to conducting the FAT.

FAT for Custom Interfaces are based on the functionality described in the approved OSD for the interface. This process will be based on an FAT document developed by the TriTech Systems Engineer using the use cases identified in the OSD.

TriTech will repeat any failed FAT test following the correction of any issues which has caused the test to fail.

This task is considered complete and closed.

Approval of this Task Completion Report does not generate an invoice related to this Project.

The Client is responsible to approve this Task Completion Report within 10 business days, or provide a written notification to TriTech detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

Please sign, scan and return this document to TriTech via e-mail PDF attachment to Jameson Gartner (jameson.gartner@tritech.com)


Approvals

Client Project Manager Print Name: Tom Grossmann

Signature: 

Date: 7/24/18

TriTech Project Manager Print Name: Jameson Gartner

Signature: 

Date: 06/26/2018



Warren County Sales Order 6395 Task Completion Report 99

Effective Date: 06/26/2018

The purpose of the Task Completion Report (this “Document”) is to document the mutual agreement between TriTech and the Client on the items listed in this report, in reference to **CAD/Mobile/RMS/Jail Implementation Project for the Warren County – Sales Order 6395**.

Acknowledgement: Functional Acceptance Test—Aramark Jail Interface

Document(s): ATP - Aramark - Jail Roster Publisher

This Functional Acceptance Test was completed on June 26, 2018 with no failures.

7.10.3 Interface Functional Acceptance Testing (FAT)

7.10.3.3 Task Description

All Standard and Custom Interfaces are subject to Functional Acceptance Testing (FAT). FAT for Standard Interfaces is based on a standard set of TriTech FAT documents for each interface, as they are applicable to the Client’s configuration settings. These tests have a standard format and will be sent to the Client for review prior to conducting the FAT.

FAT for Custom Interfaces are based on the functionality described in the approved OSD for the interface. This process will be based on an FAT document developed by the TriTech Systems Engineer using the use cases identified in the OSD.

TriTech will repeat any failed FAT test following the correction of any issues which has caused the test to fail.

This task is considered complete and closed.

Approval of this Task Completion Report does not generate an invoice related to this Project.

The Client is responsible to approve this Task Completion Report within 10 business days, or provide a written notification to TriTech detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

Please sign, scan and return this document to TriTech via e-mail PDF attachment to Jameson Gartner (jameson.gartner@tritech.com)

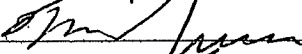
Approvals

Client Project Manager

Print Name:

Tom Grossmann

Signature:



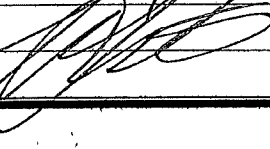
Date:

7/24/18

TriTech Project Manager

Print Name: Jameson Gartner

Signature:



Date: 06/26/2018



Warren County Sales Order 6395 Task Completion Report 100

Effective Date: 06/26/2018

The purpose of the Task Completion Report (this "Document") is to document the mutual agreement between TriTech and the Client on the items listed in this report, in reference to CAD/Mobile/RMS/Jail Implementation Project for the Warren County – Sales Order 6395.

Acknowledgement: OSD Acceptance Keefe Jail Inmate Publisher

Document(s): OSD Warren Keefe Jail Inmate Publisher - Version 1.0

Delivered to client April 2, 2018.

7.10.3 Interface Functional Acceptance Testing (FAT)

7.10.3.3 Task Description

All Standard and Custom Interfaces are subject to Functional Acceptance Testing (FAT). FAT for Standard Interfaces is based on a standard set of TriTech FAT documents for each interface, as they are applicable to the Client's configuration settings. These tests have a standard format and will be sent to the Client for review prior to conducting the FAT.

FAT for Custom Interfaces are based on the functionality described in the approved OSD for the interface. This process will be based on an FAT document developed by the TriTech Systems Engineer using the use cases identified in the OSD.

TriTech will repeat any failed FAT test following the correction of any issues which has caused the test to fail.

This task is considered complete and closed.

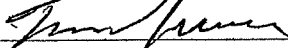
Approval of this Task Completion Report does not generate an invoice related to this Project.

The Client is responsible to approve this Task Completion Report within 10 business days, or provide a written notification to TriTech detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

Please sign, scan and return this document to TriTech via e-mail PDF attachment to Jameson Gartner (jameson.gartner@tritech.com)

Approvals

Client Project Manager Print Name: Tam Grossmann

Signature: 

Date: 7/24/18

TriTech Project Manager Print Name: Jameson Gartner

Signature: 

Date: 06/26/2018



Warren County Sales Order 6395 Task Completion Report 101

Effective Date: 06/26/2018

The purpose of the Task Completion Report (this “Document”) is to document the mutual agreement between TriTech and the Client on the items listed in this report, in reference to **CAD/Mobile/RMS/Jail Implementation Project for the Warren County – Sales Order 6395.**

Acknowledgement: Functional Acceptance Test—Keefe Jail Interface

Document(s): FAT Warren County Keefe Jail Interface Version 1.0.pdf

This Functional Acceptance Test was completed on June 26, 2018 with no failures.

7.10.3 Interface Functional Acceptance Testing (FAT)

7.10.3.3 Task Description

All Standard and Custom Interfaces are subject to Functional Acceptance Testing (FAT). FAT for Standard Interfaces is based on a standard set of TriTech FAT documents for each interface, as they are applicable to the Client’s configuration settings. These tests have a standard format and will be sent to the Client for review prior to conducting the FAT.

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Please sign, scan and return this document to TriTech via e-mail PDF attachment to Jameson Gartner (jameson.gartner@tritech.com)

Approvals

Client Project Manager

Print Name:

Tom Grossmann

Signature:



Date:

7/24/18

TriTech Project Manager

Print Name:

Jameson Gartner

Signature:



Date: 06/26/2018



Warren County Sales Order 6395 Task Completion Report 102

Effective Date: 06/26/2018

The purpose of the Task Completion Report (this “Document”) is to document the mutual agreement between TriTech and the Client on the items listed in this report, in reference to CAD/Mobile/RMS/Jail Implementation Project for the Warren County – Sales Order 6395.

Acknowledgement: Functional Acceptance Test—Inmate Calling Solutions Jail Interface

Document(s): FAT Warren County ICS Jail Interface Version 1.0

This Functional Acceptance Test was completed on June 26, 2018 with no failures.

7.10.3 Interface Functional Acceptance Testing (FAT)

7.10.3.3 Task Description

All Standard and Custom Interfaces are subject to Functional Acceptance Testing (FAT). FAT for Standard Interfaces is based on a standard set of TriTech FAT documents for each interface, as they are applicable to the Client’s configuration settings. These tests have a standard format and will be sent to the Client for review prior to conducting the FAT.

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This task is considered complete and closed.

Approval of this Task Completion Report does not generate an invoice related to this Project.

The Client is responsible to approve this Task Completion Report within 10 business days, or provide a written notification to TriTech detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

Please sign, scan and return this document to TriTech via e-mail PDF attachment to Jameson Gartner (jameson.gartner@tritech.com)

Approvals

Client Project Manager

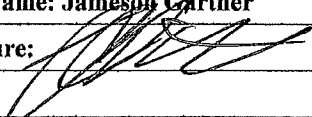
Print Name: Tom Grossmann

Signature: 

Date: 7/24/18

TriTech Project Manager

Print Name: Jameson Gartner

Signature: 

Date: 06/26/2018

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

Resolution

Number 18-1166

Adopted Date July 24, 2018

ENTER INTO SERVICE AGREEMENT WITH CINCINNATI BELL TELEPHONE COMPANY, LLC ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

BE IT RESOLVED, to enter into a service agreement with Cincinnati Bell Telephone Company, LLC for Ethernet service on behalf of Warren County Telecommunications; copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Cincinnati Bell Telephone Co., LLC
Telecom (file)

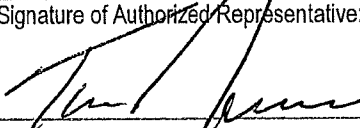

SERVICES AGREEMENT

Agreement Number: 02450646


Customer Warren County Telecom			Service Provider Cincinnati Bell Telephone Company LLC ("Cincinnati Bell")		
Address 500 Justice Drive			Address 221 East Fourth Street P.O. Box 2301		
City Cincinnati	State OH	Zip Code 45036	City Cincinnati	State OH	Zip Code 45201
<p>THIS CINCINNATI BELL SERVICES AGREEMENT IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AND APPLICABLE SERVICES SUPPLEMENTS ATTACHED HERETO (COLLECTIVELY "TERMS AND CONDITIONS"). CINCINNATI BELL'S STANDARD TERMS AND CONDITIONS AND SUPPLEMENTS ARE AVAILABLE AT WWW.CINCINNATIBELL.COM/BUSINESS/LEGAL. BY EXECUTING THIS CINCINNATI BELL SERVICES AGREEMENT WHERE INDICATED BELOW, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ, UNDERSTANDS, ACCEPTS AND AGREES TO BE BOUND BY ALL SUCH TERMS AND CONDITIONS. CUSTOMER'S SIGNATURE ACKNOWLEDGES AUTHORIZATION FOR CINCINNATI BELL TO REQUEST CREDIT INFORMATION FROM ANY CREDIT REPORTING AGENCY OR SOURCE.</p>					
<p>NOTES:</p> <ul style="list-style-type: none"> - The term "Cincinnati Bell" shall be deemed to mean the Service Provider on behalf of itself and its' affiliates. - The Agreement shall become effective on the latter of the provisioning or activation date ("Effective Date"). - In addition to the Services Agreement charges, Customers will incur all regulated charges mandated by the Regulatory Commissions with jurisdiction over Cincinnati Bell. ADSL, Dedicated FUSE Internet Access, Evantage and Emerge services are not subject to Regulatory Commission jurisdiction. - All prices and rates are exclusive of any surcharges and taxes. - Installation/One-time charge does not cover premise technician work outside of the hours of 8 a.m. to 5 p.m. - The service products, prices and terms identified on this Services Agreement constitutes Cincinnati Bell's offer to provide such services on such terms. Until Customer has accepted this offer by signing as appropriate above, Cincinnati Bell reserves the right to rescind this offer at any time, at its' sole discretion. - Facsimile signatures to this Services Agreement and any additional documents incorporated herein shall be deemed to be binding upon the parties. 					
<p>Construction Costs. CBB is offering these Services at the stated pricing subject to availability, and to the condition that CBB's costs to deliver the Services to Customer be reasonable. If CBB in its sole discretion determines that its construction costs to build the facilities to deliver the Services is excessive, then CBB and Customer agree to enter good faith renegotiation of this Services Agreement as follows: (1) CBB will within 10 business days of the last signature below return to Customer with an exact quote of the construction costs, at which time (2) CBB and Customer will have five (5) business days to renegotiate to mutual agreement.</p>					

WARREN COUNTY TELECOM

CINCINNATI BELL

<p>Signature of Authorized Representative: </p>	<p>Signature of Authorized Representative: </p>
Printed Name: <u>Tom Grossmann</u>	Printed Name: <u>DAN MAZZA</u>
Title: <u>President</u>	Title: <u>Director of Sales</u>
Date: <u>7/24/18</u>	Date: <u>7-9-18</u>

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

SERVICE PRICING

ID	Service	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
1	Service Address: 210 W. Main St., LEBANON, OH 45036					
1.1	Product: Metro Ethernet Order Type: Acquisition - New Contract Term:60 months					
1.1.1	CB Ethernet Services 1 Gbps Initial	1	\$350	\$0	\$350.00	\$0.00
1.1.2	CB Ethernet Services- 1 Gig Silver QoS	1	\$0	\$0	\$0.00	\$0.00
1.1.3	CB Ethernet Services PVC/VLAN	1	\$0	\$0	\$0.00	\$0.00
1.1.4	CB Ethernet Services Non-Regulated Fiber	1	\$0	\$0	\$0.00	\$0.00
2	Service Address: 500 Justice Dr., LEBANON, OH 45036					
2.1	Product: Metro Ethernet Order Type: Acquisition - New Contract Term:60 months					
2.1.1	CB Ethernet Services 1 Gbps Initial	1	\$350	\$0	\$350.00	\$0.00
2.1.2	CB Ethernet Services- 1 Gig Silver QoS	1	\$0	\$0	\$0.00	\$0.00
2.1.3	CB Ethernet Services PVC/VLAN	1	\$0	\$0	\$0.00	\$0.00

Total Monthly Recurring Charge	\$700.00
Total One-Time Charge	\$0.00

Customer Initials	Date

ETHERNET- TERMS AND CONDITIONS SUPPLEMENT

1. TERM.

1.1. After expiration of the initial term as stated on the Services Agreement sheet, this Agreement shall automatically renew at the current contract rate for twelve (12) month periods unless either party terminates this Agreement by providing thirty (30) days advance written and/or verbal notice of termination to the other party prior to the expiration of the then-current term. Notwithstanding the foregoing, Cincinnati Bell reserves the right to adjust rates at any time after the expiration of the initial term upon sixty (60) days prior written notice to Customer, during which time Customer shall have the right to terminate the Agreement, without incurring termination charges, if Customer does not agree to stated rate adjustment. In the event Customer does not provide written and/or verbal notice of termination during the sixty (60) day period, Customer shall be deemed to accept the rate adjustment.

2. DEFINITIONS.

2.1. Ethernet. The engineering, installation, maintenance and repair services provided by Cincinnati Bell to Customer necessary to interconnect multiple LANs to form a MAN for data transmission.

2.2. Customer's location. A location specified by the Customer for the purposes of terminating network such as the Customer's premises or the building where the off-premises extension terminates.

2.3. Demarcation Point. The point of physical separation of Cincinnati Bell's network, and associated responsibilities, from Customer's network and associated responsibilities. The location of the Demarcation Point shall be the physical interface for Ethernet service presented by Cincinnati Bell to Customer.

2.4. Local Area Network (LAN). A network connecting computers and other peripheral equipment for data communications over a limited geographical area, usually within a single building or among a few buildings.

2.5. Metropolitan Area Network (MAN). A network connecting computers and other peripheral equipment for data communications over a larger geographical area than a LAN, usually within a city or region.

2.6. Permanent Virtual Circuits (PVC). A static logical connection used in packet and cell switched networks between two end points. Permanent Virtual Circuits support long-term ongoing connections between data termination equipment. Permanent logical paths are assigned exclusively to each permanent circuit in the network.

2.7. Quality of Service (QoS). Defined as a way to prioritize service for applications that are sensitive to latencies or delays. It is the primary form of intelligent bandwidth management that allows service levels to be specified for different traffic types.

2.8. Unprotected Ethernet. The standard Ethernet service.

2.9. Virtual LAN (VLAN). A static logical connection used in packet networks for point-to-point, point-to-multipoint, and multipoint-to-multipoint. Virtual LANs support long-term ongoing connections between data termination equipment. Permanent logical paths are assigned exclusively to each VLAN in the network, and are enforced by using VLAN Tagging.

2.10. VLAN Tagging (802.1q). A way to label different traffic types so they may be differentiated from each other. It is another form of intelligent bandwidth management that can allow service levels for different traffic types.

3. SERVICES AND RATES.

3.1. Ethernet service will be provided as specified on the attached Pricing Agreement.

3.2. Customer may move the location of its Ethernet service to a location where sufficient central office capacity and outside plant facilities are available and retain the current contract term and monthly rates, but initial nonrecurring charges will be reapplied. The termination charges outlined in this Supplement are applicable if Customer terminates this Agreement because of a move to a location where sufficient central office capacity or outside plant facilities are not available.

3.3. Customer will be responsible for all taxes, assessments or other charges (excluding taxes based on Cincinnati Bell's net income) imposed upon or relating to the provision or use of the products and services provided hereunder.

3.4. Customer may add additional ports to its Ethernet service at the rates in effect at the time of such addition, provided Cincinnati Bell has sufficient existing equipment capacity and outside plant facilities to support such addition. If sufficient equipment capacity or outside plant facilities are not available, Customer will be responsible for any special construction or other charges required adding such additional port(s) to its Ethernet service.

3.5. Any other regulated services not listed herein which are provided by Cincinnati Bell to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff. Cincinnati Bell shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Ethernet service.

4. PROVISIONING.

4.1. Cincinnati Bell will provide Ethernet service for one or more of the following types of LANs, as specified by Customer on the attached Services Agreement: Ethernet LANs operating at a variety of speeds. Permanent Virtual Circuits (PVC) and/or VLANs, facilities redundancy, and other "optional" features relating to Ethernet are also available to Customer at rates, terms and conditions to be agreed upon.

4.2. Cincinnati Bell will provision Ethernet service in proper working order on Cincinnati Bell's side of the Demarcation Point by the agreed upon installation date. Customer will provide appropriate environmental conditions for Cincinnati Bell's customer premise equipment, which shall include, but not be limited to the following: 110/125 volt AC; 15 or 20 amp non switched circuit on UPS, if possible; Standard 110 3 - prong grounded outlet. Temperature between 40 and 100 degrees F. Humidity between 5% and 90% non-condensing. Security Access to this space that houses the Ethernet Service equipment must be restricted to authorized personnel only

4.3. Ethernet will be available twenty-four (24) hours per day, seven (7) days per week, except as required to update, enhance, maintain and/or repair Ethernet. Cincinnati Bell reserves the right to perform these tasks, as needed, during the off-peak hours, normally on Sundays from 12:00 a.m. to 6:00 a.m. Cincinnati Bell will attempt to notify the Customer in advance according to the attached Ethernet Service Agreement.

4.4. If a major outage to Cincinnati Bell's network occurs, including Ethernet, Cincinnati Bell will use reasonable efforts to restore Ethernet service as soon as reasonably possible, subject to any federal or state laws or regulations that may specify priority for restoration of telephone service, including without limitation, the National Security Emergency Preparedness Telecommunications Service Priority System.

4.5. Cincinnati Bell will furnish Customer with a telephone number, which Customer will use to report any trouble with Ethernet.

- 4.6. Unless otherwise agreed in writing, Cincinnati Bell will provide Ethernet service for data transmission only.
- 4.7. The electrical signals of Ethernet operate in compliance with the following American National Standard Institute ("ANSI") or IEEE standards for Ethernet LANs operating at a Native Mode of 384 Kbps, 768 Kbps, 1.544 Mbps, 3 Mbps, 4.5 Mbps, 6 Mbps, 10 Mbps, IEEE Standard 802.3 or 100 Mbps and 1000 Mbps (a.k.a., GigE or 1 Gigabit), IEEE Standard 802.3u (Carrier Sense Multiple Access with Collision Detection (CSMA/CD) Access Method and Physical Layer Specifications).
- 4.8. Ethernet supports the following interfaces: (i) RJ45 10 base T and 100 base T connections, for Ethernet LANs operating at a variety of speeds, and (ii) SX or LX Gigabit Interface Connectors for Ethernet LANs operating at a Native Mode of 1000 Mbps (a.k.a., GigE or 1 Gigabit). The standard equipment setting for a 1.5Mbps to 10Mbps circuit is 10Mbps full duplex setting. Circuit speed greater than 10Mbps, but, less than 100Mbps will be hard-coded 100Mbps full duplex setting. Gig-E speed is set at auto-negotiate.
- 4.9. An initial port is required in order to provide Ethernet to a Customer's location. Additional ports are only available to a Customer's location with at least one initial port.
- 4.10. Additional port discounts do not apply to different Customers at the same location.
- 4.11. The Customer must subscribe to the initial port in order to subscribe to an additional port. If the initial port is terminated at a Customer's location, then all Ethernet service will be terminated at that location unless Customer wants to re-specify one of the additional ports as the initial port with the appropriate rates applied. An additional port can be terminated without terminating the initial port to a Customer's location.
- 4.12. If the Customer subsequently orders an additional port and the contract period for the initial port has not expired, then the following applies: a) the contract period selected for an additional port must be equal or shorter than the remaining contract for the initial port or b) the contract period for the initial port will be extended to be coterminous with the contract period selected for the additional ports.
- 4.13. Customer shall provide an estimate of the percent of Ethernet traffic traversing the contracted Cincinnati Bell network to a carrier's long haul network and terminates to interstate locations. This traffic excludes internet access and traffic that is exclusively local or intra-state. Customer shall provide this information upon request by completing an online form provided by Cincinnati Bell. If Customer does not provide this information, Cincinnati Bell will consider all of Customer's traffic to be interstate.

5. REPAIR – RESPONSE TIME.

- 5.1. Cincinnati Bell will use its best efforts to repair any inoperable Ethernet port within four (4) hours after a reactive or proactive trouble ticket is opened with Cincinnati Bell that such port is inoperable. If such port remains inoperable for more than eight (8) hours after a trouble ticket has been opened, Cincinnati Bell will credit Customer's account for an amount equal to one-thirtieth (1/30) of the applicable monthly charge for such port. The same credit will apply for each additional eight (8) hour period that the port remains inoperable. The total amount of all credits for any one (1) inoperable port will not exceed the monthly port charge for such inoperable port. The credit referred to herein shall be Cincinnati Bell's entire liability and Customer's exclusive remedy for any damages resulting from such inoperable port.
- 5.2. Performance Standards of the Ethernet Network are as follows: Mean time to respond at the port level: 30 minutes and Mean time to repair at the port level: 2 hours. Response Time shall mean that Cincinnati Bell is aware of the problem, and a ticket is opened either reactively or proactively and Cincinnati Bell is beginning to take action to resolve the issue.

6. MAINTENANCE.

- 6.1. When a Customer reports a trouble to Cincinnati Bell and the problem is not found in the Cincinnati Bell's facilities, the Customer is responsible for a payment of Maintenance of Service charge for the period of time from when the technician is dispatched to when the work is completed. The Maintenance of Service charges is as follows: (a) \$ 31.50 for the first fifteen (15) minutes or fraction thereof and (b) \$ 9.00 for each additional fifteen (15) minutes or fraction thereof.
- 6.2. If Cincinnati Bell personnel initially fail to find trouble in Cincinnati Bell facilities, but later discover that the trouble was indeed facilities related, then Maintenance of Service charges will not apply.
- 6.3. Cincinnati Bell can continue to test/diagnose the problem on the Customer's premise at the rate of \$175.00 per hour, billable in half-hour increments, with a two-hour minimum.
- 6.4. Cincinnati Bell can also be contracted to engineer and optimize the Customer's network by working on the Customer's premise. The rate for this enhanced service is \$250.00 per hour, billable in half-hour increments, with a two (2) hour minimum. This service would typically be independent of a troubleshooting dispatch, or in conjunction with a major problem/initiative, and would be initiated by the Customer.

7. CANCELLATION, DELAY OR MODIFICATION OF SERVICE ORDERS

- 7.1. Cancellation of Service Order. If Customer cancels a Service Order before Cincinnati Bell has completed installation of the Ethernet service, Customer must reimburse Cincinnati Bell for its costs. If Customer cancels a Service Order after the Ethernet service has been installed, the termination liability set forth in Section 10 below will apply. All requests by Customer to cancel a pending Service Order are effective only if provided in writing.
- 7.2. Requests to Delay Installation. Customer may request to delay installation for up to thirty (30) days following the original Firm Order Commitment ("FOC") due date for no charge if such request is provided in writing to Cincinnati Bell within two (2) business days of receiving the FOC due date. If Customer submits its request to delay installation after the two (2) business days after receipt of the FOC, then Cincinnati Bell will bill \$100.00 for any request to change the FOC due date. However, if the customer requests a change of due date within five (5) business days prior to the communicated FOC due date, Cincinnati Bell will charge \$300.00 for the FOC due date change.
- 7.3. Failure to Notify of Installation Delay. If the Customer fails to notify Cincinnati Bell of an installation delay pursuant to Section 7.2 above, Cincinnati Bell will bill for the Monthly Recurring Charge for such Ethernet service from the original FOC due date to the actual date of installation. Customer will be required to notify Cincinnati Bell in writing to reschedule an installation date.
- 7.4. Modification of Service Orders. If Customer requests modifications to pending Service Orders, Customer must reimburse Cincinnati Bell for its actual costs incurred in reengineering and modifying the Ethernet service, including any third-party charges assessed against Cincinnati Bell as a result of such modification.

8. TESTING.

8.1. Cincinnati Bell will notify Customer when the Ethernet service has been successfully installed, on a circuit-by-circuit basis, and is available for Customer's use ("Service Date"). Unless Customer notifies Cincinnati Bell by the close of the second business day following the Service Date that the Service is not operational, the Service Term will commence on the Service Date. Customer also has thirty (30) days following the Service Date to conduct additional testing of the Ethernet services. If such testing indicates that the Ethernet service is not operating properly, and Customer notifies Cincinnati Bell and reasonably identifies the problem, Cincinnati Bell will work with Customer to remedy the problem. If Cincinnati Bell reasonably determines that the problem is due to Cincinnati Bell's Network or Cincinnati Bell Equipment or third-party telecommunications facilities arranged by Cincinnati Bell on Cincinnati Bell's side of the demarcation point, then Customer will be credited for the MRCs associated with the Ethernet service from the Service Date through the date that the Ethernet service is made operational. If Cincinnati Bell reasonably determines that the problem is not being caused by Cincinnati Bell's Network, Cincinnati Bell Equipment, or third-party telecommunications facilities arranged by Cincinnati Bell on Cincinnati Bell's side of the demarcation point, the Service Date will remain unchanged. Cincinnati Bell is not responsible for testing failures resulting from problems with Customer's equipment.

9. BILLING AND PAYMENT.

9.1. Unless Customer notifies Cincinnati Bell otherwise, charges for Ethernet services will commence on the Service Date as defined in Section 8 above. The Service Date will not be delayed due to Customer's failure to be ready for delivery of the Ethernet service on the agreed upon installation date.

10. TERMINATION CHARGES.

10.1. Either party may terminate this Agreement if the other party is in material breach of this Agreement and such breach remains uncured for a period of thirty (30) days after notice of such breach has been given to the breaching party by the other party.

10.2. If Customer terminates this Agreement, without cause, prior to the expiration of the term hereof, Customer will pay to Cincinnati Bell a termination charge equal to all remaining amounts due or to become due under this Agreement, including but not limited to all monthly charges for which Customer had not terminated this Agreement.

10.3. If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Ethernet prior to completion thereof, Customer will reimburse Cincinnati Bell for the actual expenses incurred by Cincinnati Bell in connection with such modification prior to Cincinnati Bell's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.

10.4. If Customer removes one or more ports from service prior to the expiration of term hereof, Customer will pay Cincinnati Bell a termination charge equal to all monthly charges for such port(s) for which Customer would have been responsible had Customer not removed such port(s).

10.5. If nonrecurring charges associated with the installation of Ethernet are waived and the Ethernet is then terminated prior to the expiration of the Term, the Customer will become liable for payment of the waived charges.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS.

- 1.1. The following definitions shall apply to this Agreement and, unless otherwise provided therein, shall also apply to the Supplements. The definitions shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree or right or obligation for either Party. The use of the term "Agreement" shall be deemed to refer to the entire agreement between the Parties consisting of this Agreement and includes each Supplement.
- 1.2. Applicable Laws - means all applicable federal, state, and local statutes, laws, rules, regulations, codes, final and nonappealable orders, decisions, injunctions, judgments, awards and decrees that relate to a Party's obligations under this Agreement.
- 1.3. Information - means any writing, drawing, sketch, model, sample, data, computer program, software, verbal communication, e-mail, recording or documentation of any kind.
- 1.4. Party - means (i) Cincinnati Bell parent company, its affiliates and subsidiaries (collectively "Cincinnati Bell") or (ii) Customer; and "Parties" means (i) and (ii).
- 1.5. Proprietary Information - means any Information communicated, whether before, on or after the Effective Date, by a Party ("Disclosing Party") to the other Party ("Receiving Party"), pursuant to this Agreement and if written, is marked "Confidential" or "Proprietary" or by similar notice or if oral or visual, is identified as "Confidential" or "Proprietary" at the time of disclosure; or if by electronic transmission (including, but not limited to, facsimile or electronic mail) in either human readable or machine readable form, and is clearly identified at the time of disclosure as being "Proprietary" or "Confidential" by an appropriate and conspicuous electronic marking within the electronic transmission, which marking is displayed in human readable form along with any display of the "Proprietary" or "Confidential" information; or if by delivery of an electronic storage medium or memory device which is clearly identified at the time of disclosure as containing "Proprietary" or "Confidential" information by an appropriate and conspicuous marking on the storage medium or memory device itself and by an appropriate and conspicuous electronic marking of the stored "Proprietary" or "Confidential" information, which marking is displayed in human readable form along with any display of the "Proprietary" or "Confidential" information.

2. SERVICES.

- 2.1. The applicable rates, fees, commissions and charges for a particular service to be provided by Cincinnati Bell pursuant to the Supplement(s) will be on the Services Agreement sheet. Any other regulated services not listed on the Supplements which are provided by Cincinnati Bell to Customer shall be governed by the rates, terms, and conditions of the appropriate tariff. Cincinnati Bell shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Supplement Service. The specific terms and conditions applicable to the particular services to be provided pursuant to this Agreement, including the description of the services to be provided and the obligations of each Party in connection therewith, termination rights, performance obligations and service parameters are or shall be set forth in the Supplement(s). Any future Supplements entered into between the parties shall reference and be governed by the terms of this Agreement. In the event of a conflict between the terms of this Agreement and a Supplement, the terms of the Supplement shall prevail.

3. EQUIPMENT WARRANTY, USE AND MAINTENANCE.

- 3.1. If applicable, Cincinnati Bell will maintain the equipment used to provide service under the applicable Supplements, in good working order during the term specified on the Services Agreement sheet, except CPE provided as part of any Ethernet service, subject to the exclusions set forth under Section four (4) entitled Warranty Exclusions. Customer will permit Cincinnati Bell access to equipment on Customer's premises used to provide service hereunder and Cincinnati Bell will comply with the Customer's security and safety regulations at Customer's site. Repair parts or replacement parts may be new, remanufactured or refurbished at the discretion of Cincinnati Bell. Customer will not make any modifications to the equipment used to provide service hereunder without the written permission of Cincinnati Bell and will pay the cost of any repairs necessitated by unauthorized work.

4. WARRANTY EXCLUSIONS.

- 4.1. The warranties provided under Section three (3) do not cover services required to repair damages, malfunctions or failures caused by: (a) Customer's failure to follow Cincinnati Bell's written operation or maintenance instructions provided to Customer; (b) Customer's unauthorized repair, modifications or relocation of equipment used to provide services hereunder, or attachment to such equipment of non-Cincinnati Bell equipment; and (c) abuse, misuse or negligent acts. Cincinnati Bell may perform services in such instances on a time and materials or contract basis.
- 4.2. Cincinnati Bell will not be liable to Customer or third parties for any claims, loss or expense of any kind or nature caused directly or indirectly by: (i) interruption or loss of use or loss of business; or (ii) any consequential, indirect, special or incidental damages suffered by Customer or third parties whatsoever.
- 4.3. Except as specified herein and any supplements, Cincinnati Bell, its subcontractors and suppliers (except as expressed in writing by them) make no warranties, express or implied, and specifically disclaim any warranty or merchantability of fitness for a particular purpose.

5. TITLE OR RISK OF LOSS OF EQUIPMENT.

- 5.1. For equipment sold to Customer and installed by Cincinnati Bell, title shall pass to Customer on the In-Service Date. Risk of loss shall pass at the time of delivery.
- 5.2. For all other equipment used in the provision of services under any of the Supplements, title shall remain solely with Cincinnati Bell, whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the parties. Cincinnati Bell will bear the risk of loss or damage to the equipment used in the provision of service, except that Customer will be liable to Cincinnati Bell for the cost of repair or replacement of equipment lost or damaged as a result of Customer's negligence, intentional acts, unauthorized installation or maintenance or other causes within the control of Customer, its employees, agents or subcontractors.

6. GOVERNING LAW.

- 6.1. This Agreement shall be deemed to be a contract made under the laws of the State of Ohio, and the internal laws of such state shall govern the construction, interpretation and performance of this Agreement, without reference to conflicts of law provisions. Any legal action arising under this Agreement must be filed (and thereafter maintained) in a state or federal court located in Hamilton County, Ohio within two (2) years after the cause of action arises.

7. INTENTIONALLY OMITTED.

8. RESOLUTION OF DISPUTES.

8.1. The Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly through discussions between themselves at the operational level. In the event a resolution cannot be reached at the operational level, the disputing Party shall give the other Party written notice of the dispute and such controversy or claim shall be negotiated between appointed counsel or senior executives of the Parties who have authority to settle the controversy. If the Parties fail to resolve such controversy or claim within thirty (30) days of the disputing Party's notice, either Party may seek any remedy available at law or in equity.

9. TERMS OF PAYMENT.

9.1. Invoices for Services are due and payable in U.S. dollars within thirty (30) days of invoice date ("Invoice Due Date"). Customer shall allow for up to three (3) days for payment processing within such thirty (30) day period. Payments not received by Invoice Due Date are considered past due. In addition to Cincinnati Bell undertaking any of the actions set forth in this Agreement, if any invoice is not paid when due, Cincinnati Bell may: (i) apply a late charge equal to 2% (or the maximum legal rate, if less) of the unpaid balance per month and/or (ii) take any action in connection with any other right or remedy Cincinnati Bell may have under this Agreement in law or in equity. Customer shall be in default if Customer fails to make payment as required and such failure remains uncured for five (5) calendar days after the Invoice Due Date. If Customer in good faith disputes any portion of any Cincinnati Bell invoice, Customer shall submit to Cincinnati Bell by the Invoice Due Date, full payment of the undisputed portion of any Cincinnati Bell invoice and written documentation identifying and substantiating the disputed amount. If Customer does not report a dispute within sixty (60) days following the date on the applicable invoice, Customer shall have waived its right to dispute that invoice. Cincinnati Bell and Customer agree to use their respective best efforts to resolve any dispute within thirty (30) days after Cincinnati Bell receives written notice of the dispute from Customer. Any disputed amounts resolved in favor of Customer shall be credited to Customer's account on the next invoice following resolution of the dispute. Any disputed amounts determined to be payable to Cincinnati Bell shall be due within (10) days of resolution of the dispute.

9.2. Customer shall pay taxes levied upon any sale, transfer of ownership, installation, license or use of products or services, unless Customer provides a tax exemption certificate. Excluded are taxes on Cincinnati Bell's net income.

10. TERMINATION.

10.1. Notwithstanding the provisions regarding the Term and Termination Charges of each Supplement, and in addition to the Parties' rights of termination specifically provided elsewhere in this Agreement, the following shall apply:

10.2. In the event Customer provides timely notice to Cincinnati Bell that it does not intend to renew an automatically renewing contract, Cincinnati Bell will continue to provide service to Customer after the expiration of the then current contract term on a month-to-month basis. The provision of such month-to-month service shall be subject to the terms and conditions and the month-to-month tariff / service agreement rates in effect at the time. Either Party may terminate the month-to-month service, without termination penalty, upon thirty (30) days advance written notice to the other Party.

10.3. In the event that one Party breaches any material obligation provided hereunder, excluding payment obligations, or in such Supplement (other than Customer's payment obligations), the other Party shall give the breaching Party written notice of the breach and request that the breach be cured ("Cure Notice"). If the breaching Party fails to cure the specified breach within thirty (30) days of receipt of the Cure Notice (or such other mutually agreed upon time), the other Party shall have the right to terminate the Supplement, effective upon five (5) days prior written notice to the breaching Party ("Termination Notice"). The right of Cincinnati Bell and the Customer to terminate in any such case shall be in addition to any other rights and remedies they may have hereunder or at law or in equity.

10.4. A Party may, at its option, terminate a Supplement effective immediately upon written notice upon the occurrence of an "Insolvency Event of Default" (as defined below) with respect to the other Party. The occurrence of any one or more of the following events shall constitute an "Insolvency Event of Default": the other Party admits in writing its inability to pay its debts generally or makes a general assignment for the benefit of creditors; any affirmative act of insolvency by the other Party or the filing by or against the other Party (which is not dismissed within ninety (90) days of any petition or action) under any bankruptcy, reorganization, insolvency arrangement, liquidation, dissolution or moratorium law, or any other law or laws for the relief of, or relating to, debtors; or the subjection of a material part of the other Party's property to any levy, seizure, assignment or sale for or by any creditor, third party or governmental agency.

10.5. If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Services prior to completion thereof, Customer will reimburse Cincinnati Bell for the actual expenses incurred by Cincinnati Bell in connection with such modification prior to Cincinnati Bell's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.

10.6. Customer shall have the right to terminate any Supplement for convenience at any time upon thirty (30) days prior written notice to Cincinnati Bell. The termination charge will be considered to be liquidated damages and will be Cincinnati Bell's sole remedy against Customer for early termination, except for outstanding charges. The termination liability language contained within the applicable Supplement is not intended to indicate that the Commissions have approved or sanctioned the specific termination charges contained herein. Signatories to the Agreement shall be free to pursue whatever legal remedies they may have should a dispute arise.

10.7. One or more Supplements may be terminated by the Parties without causing a termination of this Agreement or other Supplements.

11. INTENTIONALLY OMITTED.

12. RESPONSIBILITIES OF EACH PARTY.

12.1. Each Party has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of their respective employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Except as otherwise provided in this Agreement, each Party will be responsible for its own acts and those of its employees, agents, and contractors during the performance of such Party's obligations hereunder.

13. LIMITATIONS OF LIABILITY.

13.1. Cincinnati Bell's liability arising out of the provision of: (i) Services; (ii) delays in the restoration of Services; or (iii) arising out of mistakes, accidents, omissions, interruptions, errors or defects in transmission, or delays caused by judicial or regulatory authorities, shall be subject to the limitations set forth below and in the applicable Tariff. In no event shall Cincinnati Bell be liable to customer, customer's own customers, or any other third party with respect to the subject matter of this agreement under any contract, warranty, negligence, strict liability, or other theory for any type of indirect, consequential, incidental, reliance, special, or punitive damages, or for any lost profits, lost revenues, or lost savings of any kind, arising out of or relating to this agreement whether or not Cincinnati Bell or Customer was advised of the possibility of such damages and whether or not such damages were foreseeable. For purposes of this section, "Cincinnati Bell" is deemed to include Cincinnati Bell's parent company, and its respective affiliates and subsidiaries, and the directors, officers, employees, agents, representatives, subcontractors and suppliers of each of them.

13.2. The Parties hereto agree that the termination liabilities and the limitations on liability contained in this Agreement are fair and reasonable adjustments to the uncertain and difficult to ascertain damages which might arise under this Agreement and are intended to be reasonable allocations by the Parties of the business risks inherent in this Agreement.

14. SECURITY AND ACCESS.

14.1. Employees and agents of Cincinnati Bell and its subsidiaries, while on the premises of Customer, will comply with all reasonable rules, regulations and security requirements of Customer.

15. WORK ON CUSTOMER'S PREMISES.

15.1. In performance of its obligations hereunder, Cincinnati Bell shall comply with all applicable laws and will indemnify and hold Customer harmless from and against any claims, demands, suits, losses, damages, costs and expenses arising out of Cincinnati Bell's noncompliance with any such laws. If Cincinnati Bell's work this Agreement involves operations by Cincinnati Bell on the premises of Customer, Cincinnati Bell shall take reasonable precautions necessary to prevent the occurrence of any injury to person or property during the progress of such work. Except to the extent an injury to person or property is the result of Customer's negligence or willful misconduct, Cincinnati Bell shall defend, indemnify and hold harmless Customer against any claims, demands, suits, losses, damages, costs and expenses which are directly and proximately caused by negligent or willful conduct of Cincinnati Bell's employees, agents or subcontractors.

16. CUSTOMER OBLIGATIONS.

16.1. Prior to requesting repair service from Cincinnati Bell, Customer will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the Service is a result of the Customer's equipment or facilities. Customer shall be responsible for any such trouble resulting from the Customer's equipment or facilities. Customer will cooperate with any joint testing of the Service reasonably requested by Cincinnati Bell.

17. SYSTEM MAINTENANCE.

17.1. In the event Cincinnati Bell determines that it is necessary to interrupt Services or that there is a potential for Services to be interrupted for the performance of system maintenance, Cincinnati Bell will use good faith efforts to notify Customer prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6:00 am. local time). In no event shall interruption for system maintenance constitute a failure of performance by Cincinnati Bell.

18. SUBCONTRACTING.

18.1. Cincinnati Bell may subcontract work to be performed under this Agreement, but shall retain responsibility for the work.

19. CHANGES IN LAWS.

19.1. This Agreement is predicated upon current state and federal laws and regulations. If new laws or regulations or new applications of current law and regulations affect this Agreement, either Party may request on thirty (30) days' written notice that one or more provisions be renegotiated consistent with the changed circumstances.

20. FORCE MAJEURE.

20.1. No Party shall be held liable for any delay or failure in performance of any part of this Agreement, including any Supplement, caused by a force majeure condition, including fires, pandemics, embargoes, explosions, power blackouts, earthquakes, volcanic action, floods, wars, water, the elements, labor disputes (such as a work stoppage), civil disturbances, government requirements, civil or military authorities, acts of God or a public enemy, inability to secure raw materials, inability to secure product of manufacturers or outside vendors, inability to obtain transportation facilities, acts or omissions of transportation common carriers, or other causes beyond its reasonable control whether or not similar to the foregoing conditions. If any force majeure condition occurs, the Party whose performance fails or is delayed because of such force majeure condition ("Delayed Party") shall promptly give written notice thereof to the other Party. The Delayed Party shall use all best efforts to avoid or mitigate performance delays despite a force majeure condition, and shall restore performance as soon as the force majeure condition is removed.

21. GOOD FAITH PERFORMANCE.

21.1. Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement, as the case may be.

22. NO LICENSE.

22.1. Except as expressly provided in this Agreement or a Supplement, no license under patents, copyrights, trademarks, service marks, trade names or other indicia of origins, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

23. AMENDMENTS; WAIVERS.

23.1. Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same shall be in writing and signed by an authorized official of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of any Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

24. NOTICES.

24.1. All notices, demands, requests, elections, or other communications provided under this Agreement or which may be given by one Party to the other Party under this Agreement and to the extent a notice relates to an alleged breach, termination, or other claim under a Supplement, such notice shall be made in writing (unless specifically provided otherwise herein) and unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact, shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, first class, certified mail postage prepaid, return receipt requested or (d) delivered by telecopy and shall be deemed effective upon receipt; provided that a confirmation copy is sent by the method described in (a), (b) or (c) of this Section. Notices shall be addressed to the parties at the addresses set forth on the Services Agreement sheet.

24.2. Changes in notice designation shall be made in writing and shall be deemed effective upon receipt. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) four (4) business days after mailing in the case of first class, certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

25. NO RIGHTS TO THIRD PARTIES.

25.1. This Agreement shall not be deemed to provide third parties with any remedy, claim, right of action or other right.

26. SEVERABILITY.

26.1. If any term, condition, or provision of this Agreement shall be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate or render unenforceable the remainder of this Agreement; and, unless such construction would be unreasonable, this Agreement shall be construed as if not containing the invalid or unenforceable provision or provisions and the rights and obligations of each Party shall be construed and enforced accordingly. If necessary to affect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

27. ASSIGNMENT.

27.1. Customer will not resell or permit any third party to use any of the services provided by Cincinnati Bell hereunder. Neither Customer nor Cincinnati Bell may assign this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed. Cincinnati Bell shall not be required to obtain consent in the case of a sale of all or substantially all the assets of Cincinnati Bell or an assignment to an entity directly or indirectly owning or controlling, owned or controlled by, or under common control with the assigning Party. Notwithstanding the foregoing, Cincinnati Bell shall retain the right to terminate this Agreement without further obligation or liability to Customer, its successors or assigns, if, in its sole and exclusive judgment any assignment or purported assignment by Customer is to be made to a competitor of Cincinnati Bell.

28. ENTIRE AGREEMENT; CONTINUING OBLIGATIONS.

28.1. The Agreement, which includes the Services Agreement, Terms & Conditions and Supplements, constitutes the entire Agreement between the Parties concerning the subject matter hereof. All prior agreements, representations, statements, negotiations, understandings, proposals, and undertakings, oral or written, with respect to the subject matter thereof are superseded and replaced by the provisions of this Agreement.

28.2. Irrespective of any provision contained in this Agreement or in any Supplement to the contrary, Articles 6 through 9 and Articles 12 through 30 of this Agreement shall take precedence over, supersede and control any conflicting provision (or the absence of a provision) heretofore or hereinafter executed by the Parties unless such Article, including any subsection thereof, is expressly identified as the subject of an amendment that is in writing and agreed upon by a representative of each Party having authority to agree to such amendment.

28.3. Any liability or obligation of any Party to the other Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of any Party to make payments, any obligation of any Party under the provisions of Article 8 hereof regarding resolution of disputes, Article 13 regarding limitations on liability, and any provisions that, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, shall, in each case, survive cancellation or termination of this Agreement.

28.4. The rights and obligations under this Agreement shall survive any merger or sale of either Party and shall be binding upon the successors and permitted assigns of each Party.

28.5. Under federal law, Customer has a right, and Cincinnati Bell has a duty, to protect the confidentiality of information regarding the telecommunications services Customer buys from Cincinnati Bell, including the amount, type, and destination of Customer's service usage; the way Cincinnati Bell provides services to Customer; and Customer's calling and billing records. Together, this confidential information is described as Customer Propriety Network Information ("CPNI"). Customer hereby consents to Cincinnati Bell sharing its CPNI with Cincinnati Bell affiliates, subsidiaries and any other current or future direct or indirect subsidiaries of the Cincinnati Bell parent company as well as Cincinnati Bell agents and authorized sales representatives, to develop or bring to new products or services to Customer's attention. This consent survives the termination of Customer's service and is valid until Customer affirmatively revokes or limits such consent.

29. REGULATORY APPROVAL; TARIFFS.

29.1. This Agreement is subject to applicable regulatory requirements. In the event of any conflict between the terms of this Agreement and applicable regulatory requirements, such regulatory requirements will take precedence and be controlling. The obligations of Cincinnati Bell and Customer under this Agreement may be contingent upon approval of this Agreement by applicable regulatory agencies, including the Public Utilities Commission of Ohio and Public Services Commission of Kentucky. The regulations and rates specified herein are in addition to applicable regulations and rates set forth in Cincinnati Bell's tariffs on file with regulatory agencies.

30. EXECUTED IN COUNTERPARTS.

30.1. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

31. HEADINGS.

31.1. The titles and headings of Articles and Sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall in no way define, modify, or restrict the meaning or interpretation of the terms or provisions of this Agreement.

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

Resolution

Number 18-1167

Adopted Date July 24, 2018

APPROVE VARIOUS REFUNDS

BE IT RESOLVED, to approve various refunds, as attached hereto and made a part hereof.

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor jt
Refunds file

Resolution

Number 18-1168

Adopted Date July 24, 2018

AFFIRM "THEN AND NOW" REQUESTS PURSUANT TO OHIO REVISED CODE
5705.41(D) (1)

BE IT RESOLVED, to affirm the following "Then and Now" requests pursuant to Ohio Revised Code 5705.41(D) (1), as attached hereto and made a part hereof:

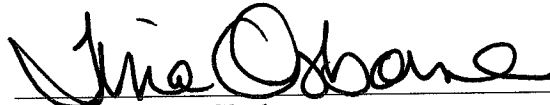
Veterans	\$344.00
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Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor DJ
Veterans (file)
OMB

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 7/16/18

From: WC Veterans

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: one additional user was added after purchase order was in place and without my knowledge.

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5210	400	\$ 344.00

VENDOR NAME DataSpec Inc

DESCRIPTION OF SERVICES VetraSpec Program

DATE OF OBLIGATION 7/11/18

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

Pursuant to Sec. 5705.41 (D)(1) O.R.C.

The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 48,252.88 DATE 7/11/18

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 48,178.88 DATE 7/18/18

FUND BALANCE NOW \$ 34,247,473.81

CERTIFIED BY: Matt Nolan

MATT NOLAN, WARREN COUNTY AUDITOR

Resolution

Number 18-1169

Adopted Date July 24, 2018

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #07/19/2018 001, #07/19/2018 002, #07/19/2018 003, #07/19/2018 004, #07/19/2018 005, #07/19/2018 006 and #07/19/2018 007; said batches are attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

kh

cc: Auditor sj

Resolution

Number 18-1170

Adopted Date July 24, 2018

APPROVE A STREET AND APPURTENANCES BOND REDUCTION FOR WINDFIELD ESTATES, LLC FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS AND ENTER INTO THE MAINTENANCE SECURITY FOR WINDFIELD ESTATES IN WAYNE TOWNSHIP

WHEREAS, the Developer has completed the performance of the construction of improvements subject of the Bond referenced below, and upon recommendation of the County Engineer the bond amount for performance may be reduced to zero, but the bond shall remain in effect for maintenance security to secure the performance of all maintenance upon the completed improvements.

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

BOND REDUCTION

Bond Number	:	16-023 (P-M)
Development	:	Windfield Estates
Developer	:	Windfield Estates, LLC
Township	:	Wayne
Reduction Amount	:	\$28,670.46
Surety Company	:	Peoples Bank (LOC #1038)

BE IT FURTHER RESOLVED: the original amount of bond was \$92,017.04 and after the above reduction, the remaining bond amount is \$63,346.58.

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

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

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Windfield Estates, LLC Attn: Chad Ellis, 7620 Paragon Rd, Dayton, OH 45459
Peoples Bank, Attn: Commercial Loan Dept., 48 N. South Street, Wilmington, OH 45177
Engineer (file)
Bond Agreement file

Resolution

Number 18-1171

Adopted Date July 24, 2018

APPROVE BOND RELEASE FOR OTTERBEIN LEBANON, LLC FOR COMPLETION OF IMPROVEMENTS IN ORCHARDS 2 AT OTTERBEIN SITUATED IN TURTLECREEK TOWNSHIP

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

EROSION CONTROL PERFORMANCE BOND RELEASE

Bond Number	:	N/A
Development	:	Orchards 2 at Otterbein
Developer	:	Otterbein Lebanon, LLC
Township	:	Turtlecreek
Amount	:	\$14,863.88
Surety Company	:	Hartford Fire Insurance Co. (33BCSHC5542)

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

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

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 18-1172

Adopted Date July 24, 2018

APPROVE BOND RELEASE FOR OTTERBEIN LEBANON, LLC FOR COMPLETION OF IMPROVEMENTS IN LEC WEST SITUATED IN TURTLECREEK TOWNSHIP

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

EROSION CONTROL PERFORMANCE BOND RELEASE

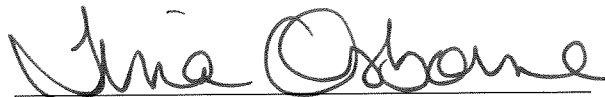
Bond Number	:	N/A
Development	:	LEC West
Developer	:	Otterbein Lebanon, LLC
Township	:	Turtlecreek
Amount	:	\$2,158.00
Surety Company	:	Hartford Fire Insurance Co. (33BCSHC5543)

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

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

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 18-1173

Adopted Date July 24, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO LAW LIBRARY RESOURCES
FUND #207

BE IT RESOLVED, to approve the following supplemental appropriation:

\$40,000.00 from #207
into #207-1291-400 (Purchased Services)

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

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

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor sj
Supplemental Appropriation file
Law Library (file)
OMB

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

Resolution

Number 18-1174

Adopted Date July 24, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO SHERIFF'S OFFICE FUND #287

BE IT RESOLVED, to approve the following supplemental appropriation:

\$10,000.00 into #287-2200-400 (Purchased Services)

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

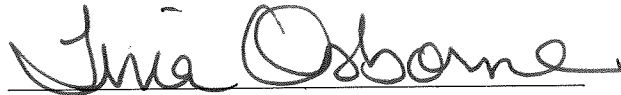
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor J
Supplemental App. file
Sheriff (file)
OMB

Resolution

Number 18-1175

Adopted Date July 24, 2018

APPROVE REPAYMENT OF A CASH ADVANCE FROM STEP GRANT FUND #292 INTO COUNTY GENERAL FUND #101

WHEREAS, pursuant to Resolution #17-1644, adopted October 17, 2017, this board approved a cash advance from the County General Fund #101 into the STEP Grant #292 on the understanding that said advance would be repaid upon receipt of grants funds from the Sheriff Grant; and

WHEREAS, said grant funds have been received and the cash advance must be repaid; and

NOW THEREFORE BE IT RESOLVED, to approve the repayment of said cash advance:

\$30,000.00	from #292-2228-5555-666	(STEP Grant - Cash Out)
	into #101-5555-555	(General Fund – Cash In)

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

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

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor AS
Cash Advance file
Sheriff (file)
OMB

Resolution

Number 18-1176

Adopted Date July 24, 2018

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #101-1110 INTO FACILITIES MANAGEMENT FUND #101-1600

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #101-1110 into Facilities Management Fund #101-1600 in order to process a vacation leave payout for William Pryor former employee of Facilities Management:

\$ 1,219.59	from	#101-1110-882	(Commissioners - Vacation Leave Payout)
	into	#101-1600-882	(Facilities Management - Vacation Leave Payout)

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

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

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor JJ
Appropriation Adjustment file
Facilities Management (file)
OMB

Resolution

Number 18-1177

Adopted Date July 24, 2018

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #101-1110 INTO DETENTION - SHERIFF'S FUND #101-2210

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #101-1110 into Detention - Sheriff's Fund #101-2210 in order to process a vacation leave payout for Kyle Brinkman former employee of the Detention - Sheriff's Office:

\$ 645.30	from	#101-1110-882	(Commissioner - Vacation Leave Payout)
	into	#101-2210-882	(Detention, Sheriff – Vacation Leave Payout)

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

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

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor JS
Appropriation Adjustment file
Sheriff (file)
OMB

Resolution

Number 18-1178

Adopted Date July 24, 2018

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #101-1110 INTO JUVENILE PROBATION FUND #101-2500

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #101-1110 into Juvenile Probation Fund #101-2500 in order to process a sick and vacation leave payout for Mary Steed former employee of Juvenile Probation:

\$ 5,325.60	from #101-1110-881	(Commissioners – Sick Leave Payout)
	into #101-2500-881	(Juvenile Probation – Sick Leave Payout)
\$ 3,405.72	from #101-1110-882	(Commissioners – Vacation Leave Payout)
	into #101-2500-882	(Juvenile Probation - Vacation Leave Payout)

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

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

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor JS
Appropriation Adjustment file
Juvenile (file)
OMB

Resolution

Number 18-1179

Adopted Date July 24, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUNDS #292

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,836.14 from #292-2222-114 (Overtime)
 into #292-2222-910 (Other Expenses)

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

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

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 18-1180

Adopted Date July 24, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN BUILDING AND ZONING
DEPARTMENT FUND #101-2300

BE IT RESOLVED, to approve the following appropriation adjustment:

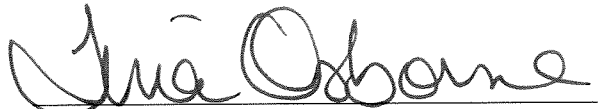
95.00	from	#101-2300-830	(Workers' Comp)
	into	#101-2300-317	(Capital Purchases under \$10,000)

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

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

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor JJ
Appropriation Adj. file
Building/Zoning (file)
OMB

Resolution

Number 18-1181

Adopted Date July 24, 2018

AUTHORIZE PAYMENT OF BILLS

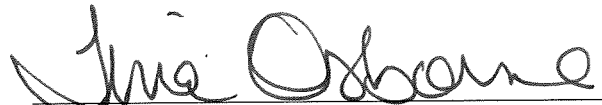
BE IT RESOLVED, to authorize payment of bills as submitted on Batches #07/24/2018 001, #07/24/2018 002, #07/24/2018 003, #07/24/2018 004, #07/24/2018 005, #07/24/2018 006, #07/24/2018 007, #07/24/2018 008, #07/24/2018 009, and #07/24/2018 010; said batches attached hereto and made a part hereof.

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

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

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor JF

Resolution

Number 18-1182

Adopted Date July 24, 2018

APPROVE ANNEXATION OF 3.446 ACRES TO THE CITY OF MIDDLETOWN, TIMOTHY R. RUDD, AGENT, PURSUANT TO OHIO REVISED CODE SECTION 709.023 [A.K.A. EXPEDITED TYPE 2 ANNEXATION]

WHEREAS, this Board is in receipt of an annexation petition from Timothy R. Rudd, Agent to annex 3.446 acres to the City of Middletown filed on the 27th day of June 2018; and

WHEREAS, said petition for annexation was filed pursuant to and specifically requests that the Board follow ORC §709.023 [a.k.a. Expedited Type 2 Annexation]; and

WHEREAS, said petition has been determined to contain the following matters required by law:

- The petition meets all the requirements set for in, and was filed in the manner provided in, ORC 709.021, ORC 709.023(E)(1)
- The person who signed the petition are owners of property located in the territory proposed to be annexed, and they constitute all owners in the territory, ORC 709.023 (E)(2)
- The territory proposed to be annexed does not exceed 500 acres, ORC 709.023 (E)(3)
- The territory proposed to be annexed shares a contiguous boundary with the municipality for a continuous length of at least 5% of the perimeter of the territory proposed to be annexed, ORC 709.023 (E)(4)
- The annexation will not create an unincorporated area of the township that is completely surrounded by the territory proposed to be annexed, ORC 709.023 (E)(5)
- The municipality has agreed to provide the territory proposed to be annexed the services specified in the municipal services statement, ORC 709.023 (E)(6)
- There is no street or highway that will be divided or segmented by the boundary line between the municipality and township as to create a road maintenance problem, ORC 709.023 (E)(6)

NOW THEREFORE BE IT RESOLVED, that the prayer of said petition be approved.

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

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

Resolution adopted this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Timothy R. Rudd, Agent
RZC
Auditor dy
City of Middletown

RPC
Map Room
Annexation file
Franklin Township