

Resolution

Number 20-1471

Adopted Date October 20, 2020

APPROVE PROMOTION OF TAYLER BISHOP TO THE POSITION OF WASTEWATER TREATMENT SYSTEMS SUPERINTENDENT WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, the Sanitary Engineer and Deputy Sanitary Engineer interviewed candidates for the position and recommend Tayler Bishop for said position; and

WHEREAS, it is the desire of the Board to promote Tayler Bishop to Wastewater Treatment Systems Superintendent; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Tayler Bishop to the position of Wastewater Treatment Systems Superintendent within the Water and Sewer Department, classified, full-time permanent, exempt status, Pay Range #B, \$2,775.47 bi-weekly, effective pay period beginning October 24, 2020; and

BE IT FURTHER RESOLVED, Mr. Bishop is required to obtain his Ohio EPA Class IV wastewater treatment operations certification by December 31, 2023 and will be eligible for a four (4) percent increase upon obtaining his certification.

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

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

Resolution adopted this 20th day of October 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
T. Bishop's Personnel file
OMB – Sue Spencer
Theresa Reier

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1472

Adopted Date October 20, 2020

ACCEPT RESIGNATION OF SAMANTHA KINGDOM, PROTECTIVE SERVICES CASEWORKER, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE OCTOBER 28, 2020

BE IT RESOLVED, to accept the resignation of Samantha Kingdom, Protective Services Caseworker, within the Warren County Department of Job and Family Services, Children Services Division, effective October 28, 2020.

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

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

Resolution adopted this 20th day of October 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
S. Kingdom's Personnel File
OMB – Sue Spencer
Tammy Whitaker

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1473

Adopted Date October 20, 2020

AUTHORIZE THE POSTING OF THE "PROTECTIVE SERVICES CASEWORKER I OR II" POSITIONS, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, IN ACCORDANCE WITH THE WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for "Protective Services Caseworker I or II" positions within the Department of Job and Family Services, Children Services Division; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the positions of "Protective Services Caseworker I or II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning October 15, 2020.

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

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

Resolution adopted this 20th day of October 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
S. Spencer – OMB

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

Resolution

Number 20-1474

Adopted Date October 20, 2020

ACCEPT RESIGNATION, DUE TO RETIREMENT OF LARRY BARTON, LITTER CONTROL OFFICER, WITHIN THE WARREN COUNTY SOLID WASTE DISTRICT EFFECTIVE DECEMBER 31, 2020

BE IT RESOLVED, to accept the resignation, due to retirement, of Larry Barton, Litter Control Officer, within the Warren County Solid Waste District effective December 31, 2020.

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

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

Resolution adopted this 20th day of October 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Solid Waste (file)
L. Barton's Personnel File
OMB – Sue Spencer
Tammy Whitaker

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1475

Adopted Date October 20, 2020

ACCEPT RESIGNATION, DUE TO RETIREMENT, OF RON VANHOOK, LITTER CONTROL OFFICER, WITHIN THE WARREN COUNTY SOLID WASTE DISTRICT EFFECTIVE DECEMBER 31, 2020

BE IT RESOLVED, to accept the resignation, due to retirement, of Ron VanHook, Litter Control Officer, within the Warren County Solid Waste District effective December 31, 2020.

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

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

Resolution adopted this 20th day of October 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Solid Waste (file)
R. VanHook's Personnel File
OMB – Sue Spencer
Tammy Whitaker

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

Resolution

Number 20-1476

Adopted Date October 20, 2020

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY
OCTOBER 22, 2020

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,
October 22, 2020.

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

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

Resolution adopted this 20th day of October 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor
Commissioners file
Press

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

Resolution

Number 20-1477

Adopted Date October 20, 2020

AUTHORIZE TIFFANY ZINDEL, COUNTY ADMINISTRATOR, TO SIGN STOP LOSS RENEWAL APPLICATION WITH HCC TOKIO MARINE FOR COVERAGE EFFECTIVE JANUARY 1, 2021

WHEREAS, it is the intent of the Board of County Commissioners to maintain stop loss coverage relative the Warren County Healthcare Plan, and thereby authorize Tiffany Zindel, County Administrator, to sign application for coverage with HCC upon receipt of application; and

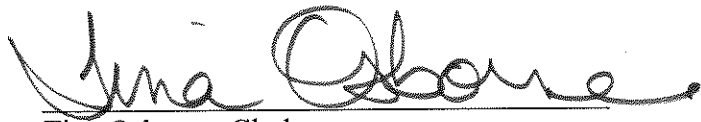
NOW THEREFORE BE IT RESOLVED, to authorize Tiffany Zindel, County Administrator, to sign application from HCC Tokio Marine relative to stop loss coverage effective January 1, 2021.

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

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

Resolution adopted this 20th day of October 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR/

cc: Horan and Assoc
Tammy Whitaker, OMB
Benefits File

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

Resolution

Number 20-1478

Adopted Date October 20, 2020

ENTER INTO A SERVICE AGREEMENT WITH WOOLPERT, INC. ON BEHALF OF THE WARREN COUNTY AUDITOR'S OFFICE, WARREN COUNTY ENGINEER'S OFFICE, AND WARREN COUNTY WATER & SEWER DEPARTMENT

BE IT RESOLVED, to enter into a service agreement with Woolpert, Inc. for imagery acquisition services, and access subscription, on behalf of the Warren County Auditor's Office, Warren County Engineer's Office, and Warren County Water & Sewer Department. Copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day of October 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Woolpert, Inc.
Auditor (file)
Engineer (file)
Water & Sewer (file)



Company Address 4454 Idea Center Blvd
Dayton, OH 45430
US

Prepared By Jon Downey
Phone (937) 531-1409
Email jon.downey@woolpert.com

Bill To Name Warren County OH
Bill To 406 Justice Drive #2
Lebanon, OH 45036
United States

Product	Line Item Description	Sales Price	Quantity	Total Price
Imagery Subscription – 2020 3-Inch Imagery Acquisition Fee	Fee for imagery acquisition (countywide 3-inch imagery; 60% enhanced sidelap); will be invoiced October/November 2020	\$50,000.00	1.00	\$50,000.00
Imagery Subscription – 2021 6-Inch Imagery Acquisition Fee	Fee for imagery acquisition (countywide 6-inch imagery; 60% enhanced sidelap); will be invoiced October/November 2021	\$50,000.00	1.00	\$50,000.00
Imagery Subscription – 2022 6-Inch Imagery Acquisition Fee	Fee for imagery acquisition (countywide 6-inch imagery; 60% enhanced sidelap); will be invoiced October/November 2022	\$50,000.00	1.00	\$50,000.00
Imagery Subscription – Monthly Fee (excluding the acquisition fees)	Monthly access fee to imagery collected during the term of this contract. 36-month term. Includes a subscription to the STREAM:RASTER platform. Storage is limited to total size of datasets collected above and tile requests may not exceed 1,000,000 tile requests per month. Subscription to commence upon delivery of the 2020 dataset.	\$3,111.11	36.00	\$111,999.96

Grand Total **\$261,999.96**
(Excluding Taxes)

The total invoiced for the 2020 Flight: \$87,333.32

The total invoiced for the 2021 Flight: \$87,333.32

The total invoiced for the 2022 Flight: \$87,333.32

The activation of Stream:Raster is anticipated to begin early 2021 (January/February), with duration running for 36 consecutive months.


This Subscription Order is subject to the following terms and conditions:

Ohio Statewide Imagery Program: Contract #0A1177

STREAM:RASTER Terms and Conditions

The parties agree to the terms and conditions of this Order Form as indicated by their signatures below:

Woolpert, Inc,

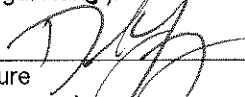

Authorized Signature

Tom R. Downey
Printed Name

10/20/20
Date

Expiration Date 12/31/2023

Warren County, Ohio
Purchaser (Full Legal Name):


Authorized Signature

David G. Young, President
Printed Name

10-20-2020
Date

STREAM:RASTER™ LICENSE AGREEMENT

IMPORTANT – READ CAREFULLY

This **STREAM:RASTER™ License Agreement** (“**Agreement**”) is a legal contract between **Woolpert, Inc.** (“**Woolpert**”), an Ohio corporation, and the company or governmental entity on whose behalf the **Service**, as defined below, is being accessed or used (“**Customer**”). By executing the applicable **Woolpert Order Form** (“**Order**”), **Customer** agrees that it is bound by and its use of the **Service** is governed by the terms and conditions of this **Agreement**.

1. LICENSE

- 1.1 *Grant.* Upon **Customer's** acceptance of this **Agreement** and subject to the terms and conditions of this **Agreement**, **Woolpert** grants **Customer** a perpetual, personal, non-exclusive, and non-transferable license, to access and use certain **Woolpert** proprietary software and other technology providing cloud-hosted map tile functionality for raster data through **Woolpert's** designated website on a software-as-service-basis, currently known as “**STREAM:RASTER™**” (collectively, “**Service**”) so long as the **Customer** complies with the terms and conditions outlined herein, and as long as the subscription remains in existence. **Customer's** use of the **Service** may be subject to certain usage limitations, depending on the applicable subscription selected by **Customer** as designated in the **Order**.
- 1.2 *Service Availability.* **Woolpert** will take commercially reasonable steps to keep the **Service** operating smoothly and efficiently in accordance with the **Service Level Agreement** set forth at <https://bit.ly/stream-sla>. However, since the **Service** operates using computer equipment, computer software programs, and the Internet, **Woolpert** is not responsible for delays or service interruptions, including, without limitation, limitations on the availability of transmission lines and facilities, failures of other communications equipment, Internet access delays or failures, or deficiencies of **Customer's** equipment, or **Customer's** failure to meet its responsibilities under this **Agreement**. **Woolpert** will employ commercially reasonable measures to maintain the security of and protect map files derived from raster data (“**Customer data**”) stored on or through the **Service**. **Woolpert** will provide **Customer** a backup copy of the orthoimagery data in case of service downtime or interruption. In addition, **Woolpert** will maintain adequate back-up arrangements and equipment in order to maintain **Customer's** data stored on or through the **Service** in the event of the failure of any of **Woolpert's** equipment. **Service** interruptions for maintenance and system upgrades will be scheduled, to the extent reasonably practicable, to minimize interference with **Customer's** workday business activities. For unscheduled **service** interruptions attributable to causes within **Woolpert's** reasonable control, as **Woolpert's** sole obligation and **Customer's** exclusive remedy, **Woolpert** shall make reasonable efforts to restore access to the **Service**.
- 1.3 *Proprietary Rights.* **Customer** acknowledges that the **Service**, and any associated report formats, screen displays, and menu features, and all derivative works, constitute copyrighted works protected by United States of America and international copyright laws and are owned by **Woolpert** or its licensors. The **Service** and all copies, versions, and derivative works of the **Service** shall remain the sole property of **Woolpert** or its licensors. **Customer** shall not allow any third party to access or use the **Service**, except as permitted under Paragraph 1.1 above. **Customer** shall not modify or

create any derivatives of the **Service**, except as necessary for its internal use. **Customer** shall not convert, decompile, or otherwise reverse engineer or decode any software of the **Service**. **Customer** shall not take or refrain from taking, directly or indirectly, any action that may in any way lead to the unauthorized dissemination, reproduction, access, or use of the **Service**. **Customer** shall not export the **Service**, or any direct product thereof, directly or indirectly, in violation of the export laws and regulations of the United States of America. **Customer** shall ensure that its employees and contractors who access or use the **Service** comply with the obligations of this Paragraph 1.3. **Customer** is liable for the acts and omissions of its employees and contractors with respect to their access and use of the **Service**.

- 1.4 *U.S. Government Rights.* The **Service** and related materials are commercial in nature and developed solely at private expense. The **Service** and related materials are “**Commercial Items**”, as that term is defined at 48 C.F.R. §2.101, consisting of “**Commercial Computer Software**” and “**Commercial Computer Software Documentation**”, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the **Commercial Computer Software** and **Commercial Computer Software Documentation** are being licensed to U.S. Government end-users only as **Commercial Items** and with only those rights as are granted to all other end-users pursuant to the terms and conditions of this **Agreement**.
- 1.5 *Survival; Injunctive Relief.* **Customer's** obligations under this Section 1 shall survive termination of this **Agreement**. **Customer** acknowledges that a breach of its obligations under this Section 1 will cause irreparable harm to **Woolpert** or its licensors for which monetary damages would be inadequate. **Woolpert** or its licensors will be entitled to injunctive relief for any such breaches, threatened or actual.

2. CUSTOMER RESPONSIBILITIES

- 2.1 *Operations.* **Customer** is responsible for the operational aspects of accessing and using the **Service**, including, but not limited to, (a) acquiring, installing, and maintaining computer equipment and computer software programs compatible with and as necessary to use the **Service**, (b) obtaining access to the Internet, (d) determining the accuracy of all data it uploads to and downloads using the **Service**, and (e) adopting reasonable policies, procedures, and quality assurance measures to limit **Customer's** exposure with respect to potential losses and damages arising from use, non-use, errors and omissions of the **Service** or the results thereof, and system downtime, including, but not limited to, examining and confirming data prior to use, identifying and correcting errors and omissions, preparing and storing backup data, replacing lost or

damaged data or media, reconstructing data, and providing network security.

- 2.2 *Uploaded Data.* Customer warrants that it has the right to upload all data uploaded by it or its employees or contractors.

3. FEES AND OTHER CHARGES

- 3.1 *Fees.* Customer shall pay Woolpert the applicable subscription fees due under this Agreement for the Service in the amounts and frequency as specified in the Order. In addition, if Customer exceeds the usage limitation applicable to the subscription selected in the Order, Woolpert will invoice overage fees as specified in the Order.

- 3.2 *Taxes.* Customer shall pay when due or, if necessary, reimburse Woolpert for, all taxes, duties, tariffs, import and export fees, and any other charges or assessments, including any withholding tax that Woolpert may be obligated to pay, and penalties and interest arising from Customer's failure to pay such amounts timely, to the extent any of the foregoing result from any activities under this Agreement, exclusive of taxes based on Woolpert's net income or corporate franchise. At Woolpert's request or as required by law, Customer shall remit the amount of any withholding tax payment to Woolpert or to the proper tax authorities. If Customer remits the amount to the tax authorities, Customer shall send a copy of the tax payment receipt to Woolpert within ten days of payment. If Customer has tax exempt status, it shall supply Woolpert with its tax-exempt certificate or number as necessary. Taxes are due as assessed.

- 3.3 *Payment.* Payment of the subscription fees is due as specified in the Order. Payment of any overage fees is due within 15 days of Customer's receipt of the applicable invoice. All payments under this Agreement shall be in United States dollars. Customer shall reimburse Woolpert for all reasonable costs of collection of past due amounts, including, but not limited to, reasonable attorney fees and collection agency charges.

4. WARRANTY

- 4.1 *Right.* Woolpert warrants that it has the right to grant the license and other rights granted to Customer under this Agreement.

- 4.2 *Disclaimer.* EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WOOLPERT MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER. WOOLPERT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF TITLE, ACCURACY OF DATA, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR FROM USAGE OF TRADE.

5. INDEMNITIES AND LIABILITIES

- 5.1 *Indemnification by Customer.* Reserved
- 5.2 *Limitation of Liability.* The total liability of Woolpert for all claims, whether in contract, tort, or otherwise, arising out of, connected with, or resulting from the Service or anything else under this Agreement shall not exceed the amounts paid by Customer to Woolpert under this Agreement during the 12 months immediately preceding the claim.
- 5.3 *Exclusion of Liability.* WOOLPERT SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY ANY ERRORS OR OMISSIONS IN ANY DATA. IN NO EVENT SHALL

WOOLPERT, ITS LICENSORS, SUPPLIERS, OR SUBCONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUE, OR LOST SAVINGS, INCURRED BY CUSTOMER OR ANY THIRD PARTY, EVEN IF WOOLPERT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 5.4 *Survival.* The limitations of liability under this Agreement shall survive the termination of this Agreement.

6. TERM AND TERMINATION

- 6.1 *Term.* This Agreement shall commence upon execution of the Order and shall continue for a term equal to the initial subscription period specified in the Order. Thereafter, this Agreement shall automatically renew for successive renewal terms of one year each, unless either party gives the other party written notice of termination at least 30 days prior to the end of the then-current term.

- 6.2 *Termination for Adverse Status.* Either party may terminate this Agreement upon 30 days' prior written notice to the other party, if the other party ceases to carry on operations as contemplated by this Agreement, makes an assignment for the benefit of creditors, is adjudged bankrupt or insolvent, has a receiver appointed over its assets, or becomes subject to any similar action in consequence of debt.

- 6.3 *Termination for Default.* Customer may terminate this Agreement if Woolpert fails to cure any material default of its obligations under this Agreement within 30 days after its receipt of Customer's written notice detailing such default. If Customer fails to make any payment as required by this Agreement or otherwise fails to comply with any material term or condition of this Agreement, Woolpert may, at its option, (a) suspend Customer's access to the Service upon ten days' prior written notice, or (b) terminate this Agreement upon ten days' prior written notice to Customer. In the case of suspended Service, unless this Agreement is otherwise terminated, upon Customer curing the default, Woolpert will resume Customer's access to the Service. Such termination and suspension rights are in addition to any other rights and remedies provided under this Agreement or otherwise under law.

- 6.4 *Effect of Termination.* Upon termination of this Agreement, Customer shall have no right to access or use the Service. No termination of this Agreement shall release Customer from any obligation to pay Woolpert any amount that has accrued or becomes payable at or prior to the date of termination.

- 6.5 *Customer's Data.* Upon termination of this Agreement and upon payment of all amounts due from Customer under this Agreement, including the amount described in the following sentence, Woolpert will deliver to Customer all of Customer's data stored on Woolpert's servers in connection with Customer's use of the Service. Customer shall pay Woolpert its then-current standard rates for Woolpert's work to format, prepare, and deliver Customer's data to Customer in a format other than Woolpert's standard format.

7. MISCELLANEOUS

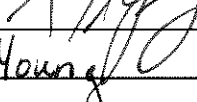
- 7.1 *Compliance with Law.* Each party shall comply with all applicable laws, rules, and regulations, including, but not limited to, all laws, rules, and regulations regarding using, storing, securing, and transmitting data, including personal data. The foregoing obligation shall survive termination of this Agreement.

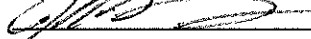
- 7.2 *Non-solicitation.* Each party shall refrain from soliciting for employment or employing, directly or indirectly, without the written consent of the other party, any employee, consultant, contractor, or subcontractor of the other until 12 months have elapsed following termination of this Agreement, or until 12 months have elapsed following termination of the employment of the employee, consultant, contractor, or subcontractor, whichever occurs first.
- 7.3 *Assignment.* Neither party may assign or otherwise transfer this Agreement or any rights or obligations under this Agreement to any third party without the prior written consent of the other party, except that this Agreement may be transferred to a successor to all or substantially all of the assets and business of the transferring party. Consent shall not be unreasonably withheld. Subject to the restriction on transfer set forth in this Paragraph 7.3, this Agreement shall be binding upon and shall inure to the benefit of the parties' successors and assigns.
- 7.4 *Excused Performance.* Neither party shall be liable for any delay in or failure of performance (excluding failure to make payments required by this Agreement) resulting from any cause or condition beyond its reasonable control, whether foreseeable or not.
- 7.5 *Waiver.* The failure of either party to act upon any right, remedy, or breach of this Agreement shall not constitute a waiver of that or any other right, remedy, or breach. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- 7.6 *Notices.* Unless provided otherwise in this Agreement, any notice required or permitted under this Agreement shall be personally delivered, or sent by email, telefax, courier, express or overnight delivery service, or by certified mail, postage prepaid, return receipt requested, to the applicable party's address set forth in the Order,

or to such other address as shall be advised by either party to the other in writing. Notices shall be effective as of the date of receipt.

- 7.7 *Third-Party Beneficiaries.* Woolpert's licensors shall be third-party beneficiaries under this Agreement for the limited purpose of protecting and enforcing their intellectual property rights to the extent that Woolpert fails to do so.
- 7.8 *Dispute Resolution.* Any claim or controversy arising out of or relating to this Agreement, including any anticipatory breach or disagreement as to interpretation of this Agreement, that is not resolved by the parties themselves or through mediation, shall be resolved by litigation in Warren County, Ohio Common Pleas Court.
- 7.9 *Governing Law.* This Agreement and any claim arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, United States of America, excluding its conflict of laws principles. The United Nations Convention on Contracts of the International Sale of Goods shall not apply to this Agreement.
- 7.10 *Provisions Severable.* The provisions of this Agreement are severable. If any provisions are held to be invalid, unenforceable, or void, all other provisions shall remain valid.
- 7.11 *Entire Agreement.* This Agreement, the Order, and all present and future incorporated attachments, schedules, appendices, addenda, and written amendments, constitutes the entire agreement and understanding between the parties relating to the object and scope of this Agreement. Any representation, statement, or warranty not expressly contained in this Agreement shall not be enforceable by the parties. This Agreement may be amended from time to time by Woolpert upon written notice to Customer.

Woolpert, Inc.
4454 Idea Center Boulevard
Dayton, Ohio 45430
www.woolpert.com


Signed: 
Typed Name: David G Young
Title: President
Date: 10-20-2020

Signed: 
Typed Name: Joe D'Amico
Title: Vice President
Date: 10/16/2020

Warren County

Woolpert, Inc.

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

NONCOLLUSION AFFIDAVIT

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Warren

I, Jon Downey, holding the title and position of Vice President at the firm Woodport, Inc., affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

[Signature]
AFFIANT

Subscribed and sworn to before me this 1st day of October 20 20

[Signature]
(Notary Public),

Montgomery County.

My commission expires 10-14 20 20



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

Resolution

Number 20-1479

Adopted Date October 20, 2020

APPROVE SALES AGREEMENT WITH THE VILLAGE OF WAYNESVILLE FOR THE SALE OF 2008 FORD E450 NO LONGER BEING UTILIZED BY THE DRUG TASK FORCE

BE IT RESOLVED, to approve a sales agreement with the Village of Waynesville for the sale of a 2008 Ford E 450 (VIN# 1FDXE45S08DB19877) no longer being utilized by the Drug Task Force; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day of October 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: C/A—Village of Waynesville
Drug Task Force (file)
Tina Osborne
Auditor

SALES AGREEMENT

This Sales Agreement is made between the Warren County Board of County Commissioners for and on behalf of the Warren County Drug Task Force ("Seller" or "County") and the Village of Waynesville, Ohio ("Buyer" or "Village"), effective when executed by both parties.

WHEREAS, Seller is the owner of a motor vehicle, to wit; a 2008 Ford E-450, VIN#: 1FDXE45S08DB19877; and

WHEREAS, Buyer desires to purchase said vehicle; and

WHEREAS, sale and transfer of ownership of the above-mentioned personal property is specifically permitted by Ohio Revised Code Section 307.12;

WHEREAS, the Policy Board of the Warren County Drug Task Force approved the sale of said vehicle on October 6, 2020 pending the final authorization of the Warren County Board of County Commissioners.

NOW WHEREFORE, Seller hereby agrees to sell, transfer, and deliver to Buyer said vehicle, upon approval of such sale by the legislative authorities of Warren County and Village of Waynesville.

Contingent upon such approval and execution of this Agreement, Buyer shall pay to seller the total sum of \$12,000.00 as and for full and complete consideration for the vehicle.

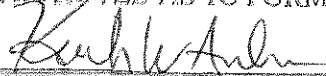
The parties have executed this Agreement on the date(s) indicated below:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by David G. Young, its President, on the date stated below pursuant to Resolution No. 20-1479, dated 10-20-2020

SIGNATURE: 

NAME: David G. Young, President

DATE: 10-20-2020

APPROVED AS TO FORM

Keith W. Anderson
Asst. Prosecuting Attorney

IN EXECUTION WHEREOF, the Village of Waynesville has caused this instrument to be executed by Chief Gary Copeland, Chief of Police for the Village of Waynesville, on the date stated below pursuant to authorization of Village Council.

SIGNATURE: 

NAME: Gary Copeland, Chief of Police

DATE: 10/8/20

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

Resolution

Number 20-1480

Adopted Date October 20, 2020

APPROVE A MEMORANDUM OF UNDERSTANDING WITH WARREN COUNTY COMMUNITY SERVICES, EMERGENCY HOME ENERGY ASSISTANCE PROGRAM (E-HEAP) ON BEHALF OF WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION


BE IT RESOLVED, to approve a Memorandum of Understanding with Warren County Community Services to assist with completion of eligibility determination for the HEAP Program on behalf of Warren County Department of Human Services; copy of contract attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day of October 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Warren County Community Services
Human Services (file)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
WARREN COUNTY COMMUNITY SERVICES
EMERGENCY HOME ENGERY ASSISTANCE PROGRAM (E-HEAP)
AND
WARREN COUNTY JOB & FAMILY SERVICES
DIVISION OF HUMAN SERVICES**

This Memorandum of Understanding (MOU), between The Board of County Commissioners, Warren County, Ohio, on behalf of the Warren County Department of Job and Family Services Division of Human Services (hereinafter "WCDJFS"), and the Warren County Community Services E-HEAP Program (hereinafter "WCCS"), to allow the sharing of mutual client public assistance related information between WCDJFS and E-HEAP staff to assist with the completion of eligibility determination for the HEAP program.

1. TERM

This MOU shall serve as such agreement and the term shall commence upon the Warren County Board of County Commissioner's approval through Resolution and shall not expire unless otherwise terminated by a formal agreement.

2. AGREEMENT

The agreement allows for the sharing of information from WCDJFS to WCCS E-HEAP staff regarding known information within the WCDJFS public assistance eligibility system and client file database to assist the staff at WCCS complete eligibility for the E-HEAP program for mutual clients.

WCDJFS' RESPONSIBILITIES

- WCDJFS will designate a specific employee to be the contact person for the WCCS E-HEAP Program.
- The designated employee will monitor and respond to email requests received from the E-HEAP Program within 48 hours of receipt of the request.
- If the requested information is not known to the agency the designated employee will notify WCCS E-HEAP staff via email.

3. WCCS E-HEAP ESPONSIBILITIES

Staff from WCCS E-HEAP Program will send a request for information within a secure email to the designated WCDJFS employee assigned to work directly with the program.

The subject line of the email should state the following ***E-HEAP CLIENT INFORMATION REQUEST***

The written request must clearly state the following information;

- Clients First and Last Name,
- Social Security Number, if known,
- Date of Birth,
- Detailed request for specific information needed.

4. GOVERNING LAW

This MOU and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

5. INTEGRATION AND MODIFICATION

This instrument embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions or obligations other than those contained herein; and this MOU shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this MOU with respect to the subject matter hereof. This MOU shall not be modified in any manner except by an instrument, in writing, executed by the parties to this MOU.

6. SEVERABILITY

If any term or provision of this MOU or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this MOU or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this MOU shall be valid and enforced to the fullest extent permitted by law.

7. TERMINATION

This MOU may be terminated by either party, upon notice, in writing to the Director of Job and Family Services, delivered upon the other party 90 days prior to the effective date of termination.

8. NON-DISCRIMINATION

Both parties certify they are an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including but not limited to Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

Neither party will discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Both parties agree to post in conspicuous places, available to employees and applicants for employment, notices stating both parties comply with all applicable federal and state non-discrimination laws.

Both parties agree not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this MOU, or in reference to any contractors or subcontractors of either party.

9. RELATIONSHIP

Nothing in this MOU is intended to, or shall be deemed to constitute, a merger of the two entities.

10. PUBLIC RECORDS

This MOU is a matter of public record under the laws of the State of Ohio. Both parties agree to make copies of this MOU promptly available to any requesting party

11. CONFIDENTIALITY

WCDJFS and WCCS agree to comply with all federal and state laws applicable to both departments concerning confidentiality.

12. AMENDMENTS

This writing constitutes the entire agreement between WCDJFS and WCCS with respect to all matters herein.

13. AUDIT

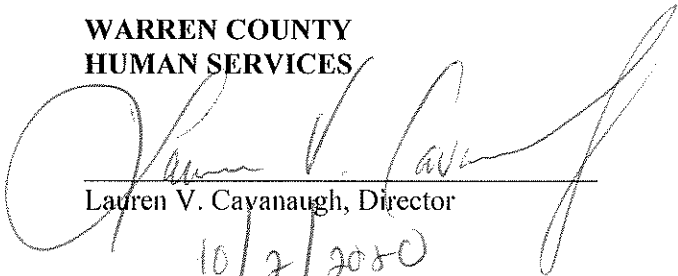
The transfer and expenditure of these funds are subject to audit by the Auditor of State. Any non-compliance with expenditures of the funds in accordance with applicable regulations and guidance are subject to findings and recovery and subject to recoupment.

The terms of this MOU are hereby agreed to by both parties, as shown by the signatures of representatives of each.

SIGNATURES

The parties agree that this MOU shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio.

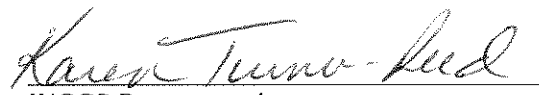
**WARREN COUNTY
HUMAN SERVICES**



Lauren V. Cavanaugh, Director
10/2/2020

Date

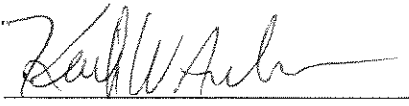
**WARREN COUNTY
COMMUNITY SERVICES**



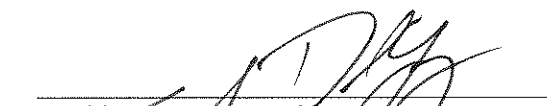
Karen Turner-Ried
WCCS Representative
10/6/2020

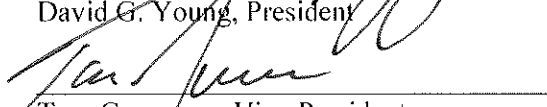
Date

WARREN COUNTY PROSECUTOR
Approved as to Form Only

By: 

**BOARD OF WARREN COUNTY
COMMISSIONERS**



David G. Young, President


Tom Grossman, Vice-President

Shannon Jones, Member
10-20-2020

Date

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

Resolution

Number 20-1481

Adopted Date October 20, 2020

ENTER INTO AN AGREEMENT WITH BUCKEYE POWER SALES CO., INC. ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Buckeye Power Sales Co., Inc. will provide maintenance for all generators located at all Tower sites in Warren County; and

NOW THEREFORE BE IT RESOLVED, to enter into an agreement with Buckeye Power Sales Co., Inc. on behalf of Warren County Telecommunications to provide maintenance for all generators located at all Tower sites in Warren County as attached hereto and a part hereof.

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

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

Resolution adopted this 20th day of October 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Buckeye Power Sales Co., Inc.
Telecom (file)



Planned Maintenance Agreement Quote

Page 1

Bill-to Customer No. C00459580
 Warren County Commissioners
 Building Services
 406 Justice Drive
 Lebanon, OH 45036
 USA

Buckeye Power Sales Co., Inc.
 4992 Rialto Road
 West Chester, OH 45069
 USA
Phone No. 513.755.2323
Fax No. 513.755.4515

Contact Mark Zindel
Phone No. 513-933-1313
E-Mail mark.zindel@co.warren.oh.us
Salesperson Marissa Maloney
Description Prepaid Agreement

Quote No. PMA1032080
Accept Before
Renewal Date 09/01/20
Invoice Period Year
Annual Amount 7,652.00
Contract No. PMA1004488
Contract Type Contract Renewal

We propose to furnish the materials and labor in accordance with the Buckeye Power Sales Co., Inc. Planned Maintenance Agreement Terms & Conditions

Ship-to Address

Warren County Telecom Black Hawk Tower
 7382 State Route 123
 Blanchester, OH 45107

USA

EQ1001364	30REZG, 30 kW, 60 Hz	KH30REZG	SGM324L8M	965.00
	MAJLB-2 Major -Load Bank Test			
	MINOR Minor			

Ship-to Address

Warren Co. Goose Creek Tower
 6452 Furnas-Oglesby Rd.
 LEBANON, OH 45036

USA

EQ0205179	PM for 2212723 GSE CRK TS	KH25RZGB	2212723 GSE CRK TS	975.00
	MAJLB-2 Major -Load Bank Test			
	MINOR Minor			

Ship-to Address

Warren Co. Telecom Hatfield Tower
 2997 Hatfield Rd.
 LEBANON, OH 45036

USA

EQ1007167	PM for 2240363 HTFLD	KH25RZGB	2240363	767.00
	MAJLB-2 Major -Load Bank Test			
	MINOR Minor			

Ship-to Address

Warren Co. Telecom Lytle Tower 2 Site
 360 East Lytle Five Points Rd.
 LEBANON, OH 45036

USA

EQ1002496	PM for SGM327C9B LYTLE	KH30REZG	SGM327C9B	965.00
	MAJLB-2 Major -Load Bank Test			
	MINOR Minor			



Bill-to Customer No. C00459580
Warren County Commissioners
Building Services
406 Justice Drive
Lebanon, OH 45036
USA

Buckeye Power Sales Co., Inc.
4992 Rialto Road
West Chester, OH 45069
USA
Phone No. 513.755.2323
Fax No. 513.755.4515

Contact Mark Zindel
Phone No. 513-933-1313
E-Mail mark.zindel@co.warren.oh.us
Salesperson Marissa Maloney
Description Prepaid Agreement

Quote No. PMA1032080
Accept Before
Renewal Date 09/01/20
Invoice Period Year
Annual Amount 7,652.00
Contract No. PMA1004488
Contract Type Contract Renewal

Ship-to Address

Warren Co. Manchester Tower
5700 S. Dixie Hwy
Franklin, OH 45005

USA					
EQ0205176	PM for 4036362 MNCTR TS	GN0047253	4036362 MNCTR TS		1,005.00
	MAJLB-2 Major -Load Bank Test				
	MINOR Minor				

Ship-to Address

Warren Co. Snider Tower
8181 Snider Rd.
Mason, OH 45040

USA					
EQ0205178	PM for 2294017 SNIDER TS	KH20RES	2294017 SNIDER TS		1,005.00
	MAJLB-2 Major -Load Bank Test				
	MINOR Minor				

Ship-to Address

Warren Co. Washington Township
6415 Wilmington Rd.
Oregonia, OH 45054

USA					
EQ1001391	PM for SGM324L8N WASH	KH30REZG	SGM324L8N		965.00
	MAJLB-2 Major -Load Bank Test				
	MINOR Minor				

Ship-to Address

Warren Co. Telecom Zoar Tower
790 East U.S. Rt. 22
Maineville, OH 45039

USA					
EQ0205175	PM for 381595 ZOAR TS	GN0047253	381595 ZOAR TS		1,005.00
	MAJLB-2 Major -Load Bank Test				
	MINOR Minor				

Total

7,652.00

Customer Signature Line

PO # _____

Sign * _____

Print _____

Date _____

Please do not pay the total indicated on this Quotation as it does not include the applicable sales tax. A separate invoice will be sent for payment once the signed agreement has been returned to BPS.

[Handwritten Signature]
David G. Young

~~12~~ - 10-20-2020

APPROVED AS TO FORM

[Handwritten Signature]

**Adam M. Nice
Asst. Prosecuting Attorney**

BUCKEYE POWER SALES CO., INC.

PLANNED MAINTENANCE AGREEMENT TERMS & CONDITIONS

ARTICLE ONE: TERM OF CONTRACT

- 1.01 This Agreement shall commence on the date first written and shall continue for a period of one year (unless otherwise specified).
- 1.02 For services rendered under this proposal, Customer agrees to pay Servicing Agent in advance of performance of services.
- 1.03 Rates for extended years shall be determined at the beginning of each billing cycle.
- 1.04 Replacement parts will be billed at prices prevailing at time of use.
- 1.05 Emergency service between scheduled services and/or load test services will be provided at rates in effect at the time of service for labor, parts and travel.

ARTICLE TWO: REMEDIES FOR BREACH

- 2.01 In the event Servicing Agent and/or its employees/agents negligently fail to perform the Planned Maintenance Services outlined herein, the failure of which directly causes property damage, the sole remedy available to Customer shall be the replacement or repair of property with property of equal quality and value. This applies only to the Generator(s) and/or Automatic Transfer Switch(es).
- 2.02 Servicing Agent is not responsible for any consequential damages, lost profits or any damages or losses.
- 2.03 Servicing Agent shall not be responsible for failure to render the service due to causes beyond its control including labor strikes, labor disputes, acts of God, etc., or consequential damages.

ARTICLE THREE: TERMINATION OF AGREEMENT

- 3.01 Either party may terminate this Agreement by giving sixty (60) days written notice to the other party
- 3.02 This Agreement shall terminate automatically on the occurrence of any of the following events:
 - Bankruptcy or insolvency of either party
 - Assignment of this Agreement by either party without consent of the other party
 - Sale of the business of either party
 - Acts of God
 - Death or dissolution of either party
 - Impracticability and/or impossibility of performance
- 3.03 This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Servicing Agent for Customer, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in writing signed by the Servicing Agent.

3.04 ~~Customer agrees to defend, indemnify and hold Servicing Agent, its directors, officers and employees ("Indemnitees") harmless from and against any and all claims, losses, costs, expenses, attorney's fees and liabilities ("Claims") arising out of or related to the goods~~ mm 10/12/20 ADMN 10/7/20

3.05 ~~If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled. The attorney's fees may be set by the court in the same action or in a separate action brought for that purpose.~~ mm 10/7/20

3.06 This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. 10/12/20 ADMN

ARTICLE FOUR: SERVICES TO BE PERFORMED BY SERVICING AGENT

- 4.01 Servicing Agent agrees to provide labor, test equipment and/or replacement parts so as to perform Planned Maintenance, on equipment owned and/or operated by Customer. In performing its Planned Maintenance Program, Servicing Agent shall make scheduled visits consisting of the services outlined in the proposal as defined in this article
- 4.02 **Periodic Service**
 - Services provided in each Servicing Agent's maintenance trip will include the following:
 - Inspect air cleaner
 - Check battery electrolyte levels and specific gravity
 - Test antifreeze and adjust
 - Clean battery terminals as necessary
 - Check coolant level
 - Check generator output voltage and adjust as necessary
 - Inspect belts and hoses as required
 - Emergency system operation without load transfer
 - Check engine heater operation
 - Frequency check/governor adjustment, as required
 - Check generator set for fuel, oil, coolant leaks
 - Check transfer switch and accessory operation (subject to owners approval and availability during service visit)
 - Check air intakes and outlets
 - Check engine alternator charge rates
 - Check transfer tank operation
 - Check engine and generator gauge and indicator operation
 - Drain exhaust line
 - Check generator set controller operation including shutdown functions
 - Inspect silencer
 - Perform engine checks per manufacturer's recommendations
 - Check battery charger operation and charge rate

BUCKEYE POWER SALES CO., INC.

PLANNED MAINTENANCE AGREEMENT TERMS & CONDITIONS (continued)

- 4.03 **Annual Maintenance**
- Services provided in Servicing Agent's annual maintenance trip will include items listed in Section 4.02 and the following:
- Lube, oil and filter(s) change
- Fuel filter(s) change
- Engine tune-up with parts for gas or gasoline engines (per the manufacturer's service intervals) Additional pricing will apply if performed, by request of customer, outside of the manufacturer's recommended service intervals.
*Battery replacement will be quoted at recommended intervals and invoiced at an additional charge. This charge is over and above the price of the Planned Maintenance Agreement unless otherwise specified and/or included in the Planned Maintenance Agreement.
- 4.04 **Third Year Maintenance (only if specified)**
- Services provided in Servicing Agent's Third Year Maintenance Trip will include the items listed in Sections 4.02, 4.03, and the following:
- Replace air filter(s) - Replace radiator cap
- Replace coolant - Replace coolant hoses
- Replace belts
- 4.05 **Load Bank Service (only if specified as "Additional Services")**
- Customer and Servicing Agent agree that a load bank test service will be provided annually for a period of time as stated in the proposal. Servicing Agent's load bank test will be performed utilizing portable resistive load banks at unity power factor. Test to be performed in accordance with usual and customary practice as defined by applicable code.
- 4.06 Servicing Agent agrees to perform Planned Maintenance to Customer's equipment in accordance with the Methods and Time Table set forth. No services or materials are under this Agreement unless specifically referred to herein.
- 4.07 **THIS AGREEMENT DOES NOT RELIEVE THE CUSTOMER OF PERIODICAL CHECKS AND TESTING AS OUTLINED IN THE MANUFACTURER'S SERVICE MANUAL.**
- 4.08 **This Planned Maintenance Agreement is not a guarantee of equipment availability.**

Maura Maloney
Service Sales Admin
10/7/20

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF BUTLER

I, Maissa Maloney, holding the title and position of Service Sales Admin. at the firm Buckeye Power Sales, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

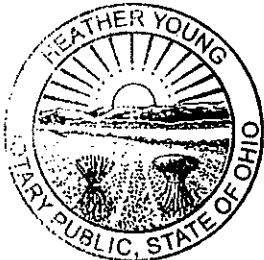
Maissa Maloney
AFFIANT

Subscribed and sworn to before me this 8 day of October 20 20

Heather Young
(Notary Public),

Butler County.

My commission expires October 8 2023



Heather Young
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires
10/08/2023

Resolution

Number 20-1482

Adopted Date October 20, 2020

TEMPORARILY TERMINATE BI-MONTHLY SEWER BILLING TO 6952 TORRINGTON DRIVE IN THE CARLISLE SEWER IMPROVEMENT AREA

WHEREAS, sanitary sewer service is provided to the property at 6952 Torrington Drive, Franklin, Ohio; and

WHEREAS, sewer user charges for the Carlisle Sewer Improvement Area are billed on a flat rate basis, since water service is provided by individual wells; and

WHEREAS, there was a fire at the home and it is not habitable and the owner has requested that sewer charges be temporarily terminated until occupancy is re-established; and

WHEREAS, the Warren County Water and Sewer Department has recommended that sewer charges be temporarily terminated until occupancy is re-established; and

NOW THEREFORE BE IT RESOLVED:

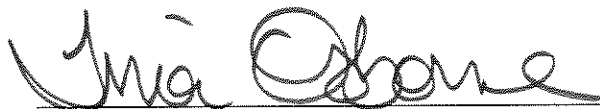
1. That the bi-monthly sewer charges for the property at 6952 Torrington Drive shall be temporarily discontinued since March 2020 and bi-monthly charges shall not be issued until such time as occupancy is re-established.
2. If occupancy of the property is re-established without prior notification of the Warren County Water and Sewer Department to re-initiate bi-monthly sewer user charges, the property owner shall be responsible for all bi-monthly charges waived by this action.

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

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

Resolution adopted this 20th day of October 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
Account #0601315
Gary Dyer, 3928 Hudson Hills Lane, Mason OH 45040

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

Resolution

Number 20-1483

Adopted Date October 20, 2020

ACKNOWLEDGE PAYMENT OF BILLS


BE IT RESOLVED, to acknowledge payment of bills from 10/13/20 and 10/15/20 as attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day of October 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1484

Adopted Date October 20, 2020

APPROVE VARIOUS RECORD PLATS

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

- Legacy at Elliott Farm, Section 4, Block "A" – Deerfield Township

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

Mr. Young – yea

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 20th day of October 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

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

Resolution

Number 20-1485

Adopted Date October 20, 2020

APPROVE AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO HUMAN SERVICES FUND #2203

WHEREAS, the Department of Human Services has requested that the fourth disbursement of their mandated share for SFY 2021 be transferred into the Human Services Public Assistance Fund #2203; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #1101 into Human Services Fund #2203:

\$15,933.00	from	#11011112-5742	(Commissioners Grants - Public Assistance)
	into	#2203-49000	(Human Services - Public Assistance)

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

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

Resolution adopted this 20th day of October 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Operational Transfer file
Human Services (file)
OMB

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

Resolution

Number 20-1486

Adopted Date October 20, 2020

APPROVE OPERATIONAL TRANSFER FOR JAIL CONSTRUCTION SALES TAX FUND
#4495

WHEREAS, an operational transfer is necessary in order to process payment for principal for the Jail Construction Bonds; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer to process payment for principal for the Jail Construction Bonds:

\$5,047,275.00 from #44953712-5997 (Commissioners – Operational Transfer)
into #3395-49000 (Distributions & Transfers)

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

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

Resolution adopted this 20th day of October 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Operational Transfer file
OMB (file)

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

Resolution

Number 20-1487

Adopted Date October 20, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO HUMAN SERVICES FUND #2203

BE IT RESOLVED, to approve the following supplemental appropriation:

\$40,000.00 into 22035310-5749 (Children Services)

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

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

Resolution adopted this 20th day of October 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Human Services (file)

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

Resolution

Number 20-1488

Adopted Date October 20, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO LOCAL CORONAVIRUS RELIEF
FUND #2210

BE IT RESOLVED, to approve the following supplemental appropriation:

\$1,050,000.00 into #22101111-5400 (Local Corona – Purchased Services)

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

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

Resolution adopted this 20th day of October 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
OMB (file)

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

Resolution

Number 20-1489

Adopted Date October 20, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO SALES TAX FUND #4495

BE IT RESOLVED, to approve the following supplemental appropriation:

\$120,000.00 into 44953712-5320 (Capital Purchases)

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

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

Resolution adopted this 20th day of October 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
Facilities Management (file)

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

Resolution

Number 20-1490

Adopted Date October 20, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO HEALTH INSURANCE FUND
#6632

BE IT RESOLVED, to approve the following supplemental appropriation:

\$20,000.00 into #66320100-5934 (Health – Vision Claims)

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

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

Resolution adopted this 20th day of October 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
OMB (file)

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

Resolution

Number 20-1491

Adopted Date October 20, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN INFORMATION TECHNOLOGY
DEPARTMENT FUND #11011400

BE IT RESOLVED, to approve the following appropriation adjustment:


\$35,000.00 from #11011400-5850 (IT Training/Education
Into #11011400-5400 (IT Purchased Services)

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

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

Resolution adopted this 20th day of October 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Information Technology (file)

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

Resolution

Number 20-1492

Adopted Date October 20, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustment:

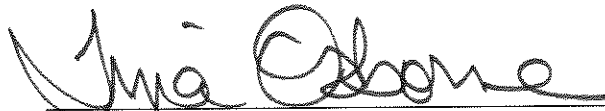
\$400.00 from #11012810-5850 (Training/Education)
 into #11012810-5855 (Clothing/Personal Equip.)

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

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

Resolution adopted this 20th day of October 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

Resolution

Number 20-1493

Adopted Date October 20, 2020

APPROVE APPROPRIATION ADJUSTMENTS FROM VETERANS 11015220 INTO
11015210

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 140,000.00	from	#11015220-5920	(Relief Allowances)
\$ 10,000.00	into	#11015210-5317	(Non-Capital Purchases)
\$ 40,000.00	into	#11015210-5820	(Health & Life Insurance)
\$ 90,000.00	into	#11015210-5102	(Regular Salaries)

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

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

Resolution adopted this 20th day of October 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Veterans (file)

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

Resolution

Number 20-1494

Adopted Date October 20, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
SPECIAL PROJECTS #2224

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 400.00	from	22241220-5400	(Purchased Services)
	into	22241220-5910	(Other Expenses)

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

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

Resolution adopted this 20th day of October 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas Court (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1495

Adopted Date October 20, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:

\$50,000.00 from #22735100-5447 (Child Placement Specialized)
into #22735100-5910 (Other Expense)

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

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

Resolution adopted this 20th day of October 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

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

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 20-1496

Adopted Date October 20, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:


\$40,000.00 from #22735100-5447 (Child Placement Specialized)
into #22735100-5410 (BOCC Contracts Approved)

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

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

Resolution adopted this 20th day of October 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1497

Adopted Date October 20, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE CLERK OF COURTS
COMPUTER 2303.201 FUND #2282

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 6,577.00 from #22821410-5317 (Non Capital Purchases)
 into #22821410-5318 (Data Bd Approval Non Capital Purchases)

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

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

Resolution adopted this 20th day of October 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1498

Adopted Date October 20, 2020

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 20th day of October 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners file

REQUISITIONS

Department	Vendor Name	Description	Amount
GRA	TRANSPORTATION EQUIP SALES CORP	4 VEHICLES FROM 2021 OTHP	\$ 263,240.00
TEL	BUCKEYE POWER SALES CO INC	BUCKEYE POWER SALES CO INC	\$ 7,652.00
TEL	MOTOROLA SOLUTIONS INC	CAMBIUM ZOAR TO HATFIELD TOWER	\$ 147,435.40

10/20/2020 APPROVED:



Tiffany Zindel County Administrator

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1499

Adopted Date October 20, 2020

APPROVE AMENDMENTS TO THE WARREN COUNTY THOROUGHFARE PLAN

WHEREAS, this Board met this 20th day October 2020, both virtually and in the Commissioners' Meeting Room to consider amendments to the Warren County Thoroughfare Plan; and

WHEREAS, this Board has considered the recommendation of the Regional Planning Commission and the County Engineer's Office and all those present to speak in favor of or in opposition to said amendment; and

NOW THEREFORE BE IT RESOLVED, to approve amendments to the Warren County Official Thoroughfare Plan; said amended plan attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day of October 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: RPC (file)
Public Hearing file
County Engineer (file)

FIGURE A.12
Typical Section, Local Subdivision Street - Residential/Rural

