

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

# Resolution

Number 22-0549

Adopted Date April 19, 2022

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO JIMMY HOLLON,  
INFRASTRUCTURE SYSTEMS ANALYST I, WITHIN THE TELECOMMUNICATIONS  
DEPARTMENT

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


NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for  
Jimmy Hollon not to exceed twelve (12) weeks; pending further documentation from Mr. Hollon.

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 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecom (file)  
Jimmy Hollon's FMLA file  
OMB – Sue Spencer

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

# Resolution

Number 22-0550

Adopted Date April 19, 2022

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR DEVIN NEWMAN WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Devin Newman, Water Treatment Plant Technician within the Warren County Water and Sewer Department, has successfully completed a 365-day probationary period, effective April 12, 2022; and

NOW THEREFORE BE IT RESOLVED, to approve Devin Newman's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$17.06 per hour effective pay period beginning April 23, 2022.

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 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water & Sewer (file)  
D. Newman's Personnel File  
OMB – Sue Spencer

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

# Resolution

Number 22-0551

Adopted Date April 19, 2022

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

WHEREAS, Heather Hurtt, 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 April 5, 2022; and

NOW THEREFORE BE IT RESOLVED, to approve Heather Hurtt's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$16.55 per hour effective pay period beginning April 9, 2022.

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 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

# Resolution

Number 22-0552

Adopted Date April 19, 2022

APPROVE PAY INCREASE FOR KATHRYN GILBERT, STAFF ENGINEER, WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Ms. Gilbert has obtained her Professional Engineer License (P.E.) and the Sanitary Engineer recommends that Ms. Gilbert be compensated for obtaining said license; and

NOW THEREFORE BE IT RESOLVED, to approve the pay increase for Kathryn Gilbert, Staff Engineer, within the Water and Sewer Department, Pay Range B, \$3,040.00 bi-weekly, effective pay period beginning April 9, 2022.

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 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Water/Sewer (file)  
K. Gilbert's Personnel file  
OMB – Sue Spencer

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

# Resolution

Number 22-0553

Adopted Date April 19, 2022

RESCIND RESOLUTION #22-0459 WHICH ACCEPTED THE RESIGNATION OF BRENDAN CZINEGE, WATER DISTRIBUTION WORKER III, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, the Director has indicated that Mr. Czinege no longer plans to resign his position and the Director has requested to rescind Mr. Czinege's resignation; and

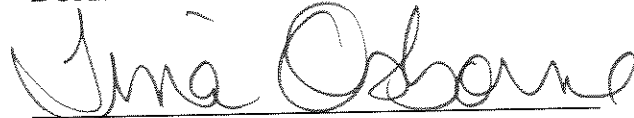
NOW THEREFORE BE IT RESOLVED, to rescind Resolution #22-0459 adopted April 5, 2022, which accepted the resignation of Brendan Czinege, Water Distribution Worker III within Warren County Water and Sewer Department.

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 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Water and Sewer (file)  
B. Czinege's Personnel File  
OMB-Sue Spencer  
Tammy Whitaker

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

# Resolution

Number 22-0554

Adopted Date April 19, 2022

ACCEPT RESIGNATION OF DOUG SHORT, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE APRIL 29, 2022

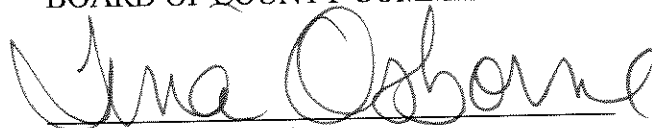
BE IT RESOLVED, to accept the resignation, of Doug Short, Emergency Communications Operator, within the Warren County Emergency Services Department, effective April 29, 2022.

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 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)  
D. Short's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

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

# Resolution

Number 22-0555

Adopted Date April 19, 2022

ACCEPT RESIGNATION OF EMMALINE RITCHIE, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE APRIL 26, 2022

BE IT RESOLVED, to accept the resignation, of Emmaline Ritchie, Emergency Communications Operator, within the Warren County Emergency Services Department, effective April 26, 2022.

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 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)  
E. Ritchie's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

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

# Resolution

Number 22-0556

Adopted Date April 19, 2022

**HIRE ALEXANDER LUCAS AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN  
THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT**

BE IT RESOLVED, to hire Alexander Lucas as Emergency Communication Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective May 16, 2022, at starting rate of, \$19.03 per hour, subject to a negative background check and 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 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

HR

cc: Emergency Services (file)  
A. Lucas' Personnel file  
OMB- Sue Spencer



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

# Resolution

Number 22-0557

Adopted Date April 19, 2022

HIRE KAYLA HAMILTON AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

BE IT RESOLVED, to hire Kayla Hamilton as Emergency Communication Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective May 16, 2022, at starting rate of, \$19.03 per hour, subject to a negative background check and 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 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS  
  
Tina Osborne, Clerk

HR

cc: Emergency Services (file)  
K. Hamilton's Personnel file  
OMB- Sue Spencer

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

# Resolution

Number 22-0558

Adopted Date April 19, 2022

## HIRE APRIL RATH AS EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

WHEREAS, pursuant to a memorandum of understanding when filling a vacancy, the department is able to hire a candidate with six plus years of experience at the current 37- 48 month rate of pay and Ms. Rath has more than six years of experience in emergency dispatching; and

NOW THEREFORE BE IT RESOLVED, to hire April Rath, as Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective May 16, 2022 at starting rate of, \$25.82 per hour, subject to a negative background check, 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 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Emergency Services (file)  
April Rath's Personnel file  
OMB- Sue Spencer

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

# Resolution

Number 22-0559

Adopted Date April 19, 2022

HIRE ALEXANDER WICKER AS INFRASTRUCTURE SYSTEMS ANALYST I, WITHIN THE TELECOMMUNICATIONS DEPARTMENT

BE IT RESOLVED, to hire Alexander Wicker as Infrastructure Systems Analyst I within the Warren County Telecommunications Department, classified, full-time permanent, non-exempt status (40 hours per week), pay grade #18, \$20.79 per hour, effective May 9, 2022, subject to a negative drug screen, background check and a 365-day probationary period, and


BE IT FURTHER RESOLVED, Mr. Wicker is required to obtain FCC Amateur Radio Services Technician License, CompTIA Server+ Certification, CompTIA Network+ Certification, and CompTIA A+ Certification prior to meeting the probation 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 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

HR

cc: Telecom (file)  
A. Wicker's Personnel file  
OMB – Sue Spencer

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

# Resolution

Number 22-0560

Adopted Date April 19, 2022

HIRE STEVEN JENNISON AS COMMUNICATIONS SYSTEMS ANALYST I, WITHIN THE TELECOMMUNICATIONS DEPARTMENT

BE IT RESOLVED, to hire Steven Jennison as Communications Systems Analyst I within the Warren County Telecommunications Department, classified, full-time permanent, non-exempt status (40 hours per week), pay grade #18, \$20.79 per hour, effective May 23, 2022, subject to a negative drug screen, background check and a 365-day probationary period, and

BE IT FURTHER RESOLVED, Mr. Jennison is required to obtain CompTIA Server+ Certification and CompTIA A+ Certification prior to meeting the probation period.

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

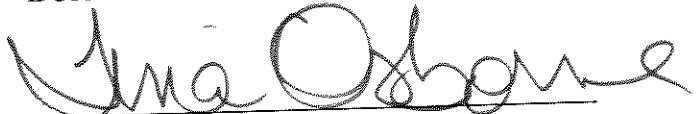
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Telecom (file)  
S. Jennison's Personnel file  
OMB – Sue Spencer

# Resolution

Number 22-0561

Adopted Date April 19, 2022

APPROVE REAPPOINTMENTS TO THE WARREN COUNTY PORT AUTHORITY

WHEREAS, Dr. Keith D. Bricking and Greg Sample's terms on the Warren County Port Authority expired on March 6, 2022; and

NOW THEREFORE BE IT RESOLVED, to approve the following reappointments to the Warren County Port Authority:

Appointment

Dr. Keith D. Bricking term to expire on March 6, 2026  
President  
Atrium Medical Center

Greg Sample term to expire on March 6, 2026  
Chief Operating Officer  
Wright State University

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 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Port Authority (file)  
Economic Development (file)  
Appointment file  
Appointees  
L. Lander

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

# Resolution

Number 22-0562

Adopted Date April 19, 2022

ACCEPT WITHDRAWAL OF STAGE 2 PUD APPLICATION FOR SYCAMORE CREEK RESERVE IN FRANKLIN TOWNSHIP

WHEREAS, this Board continued the administrative hearing for the Stage 2 PUD application for Sycamore Creek Reserve in Franklin Township to May 31, 2022; and

WHEREAS, this Board is in receipt of a request to withdraw said application; and

NOW THEREFORE BE IT RESOLVED, to accept the withdrawal of the Stage 2 PUD application for Sycamore Creek Reserve in Franklin Township.

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 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: RPC  
RZC  
Public Hearing file  
Applicant  
Township Trustees

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

# Resolution

Number 22-0563

Adopted Date April 19, 2022

ADOPT CLINICAL DOCUMENTATION FORM BY OPTUM RX RELATIVE TO PROCESS FOR COVERAGE OF LATROGENIC INFERTILITY

WHEREAS, pursuant to adopted Resolution #21-5134 adopted November 9, 2021, the Board of County Commissioners approved coverage for Latrogenic Infertility when irreversible infertility is caused by a treatment due to cancer; and

WHEREAS, such coverage is limited to \$20,000 for medical services and \$5,000 for pharmacy benefits; and

WHEREAS, in order for Optum RX to administer this benefit appropriately, an update is needed to Optum RX Clinical Documentation Form and Prior Authorization Guideline; and

NOW THEREFORE BE IT RESOLVED, to adopt the Optum RX Clinical Documentation Form and Prior Authorization Guideline relative to Latrogenic Infertility 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 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

HR/

cc: c/a—Optum RX  
Horan Associates  
Benefits File  
Tammy Whitaker



# CLINICAL DOCUMENTATION FORM

Clinical Documentation Form	
Client Name:	Warren County OH
Client Life Size:	1,994
Line Of Business:	Commercial
Date:	3/17/2022
Account Mgr/Sales Contact:	Kelly Johnson
Consultant:	
TPA or Coalition Name if Applicable:	N/A
Client ID/Carrier, Account, Group Applicable to:	PSI1120
New Business or Existing:	Existing
Clinical Consultant:	CASM: Julie Vandaveer
PBM Contract End Date:	

Standard Clinical Services	Included in Base Fee (Yes/No)	Additional Cost per Unit	Client Accepted (Yes/No)	Effective Date
Drug Recall Reporting: Proactive monitoring to identify product recalls and withdrawals, and notification to affected members when appropriate.	Yes	Included	Yes	1/1/2017
Concurrent Drug Utilization Review: Real time point of sale monitoring for potential medication use	Yes	Included	Yes	1/1/2017
Administration of OptumRx Standard Formulary: Client will adopt and follow the OptumRx independent P&T Committee oversight on formulary to address net client savings and balancing	Yes	Included	Yes	1/1/2017
Client will follow OptumRx utilization management programs as updated from time including step therapy, prior authorization and quantity limits. Refer to Benefit Design Forms for specific edits.	Yes	Included	Yes	1/1/2017
Standard Clinical Publications: Regular and timely updated related to internal programs, CMS memos	Yes	Included	Yes	1/1/2017





# CLINICAL DOCUMENTATION FORM

Opioid Risk Management - Advanced Point of Sale Edits: Enhanced Drug Enforcement Agency Edit (DEA) Enhanced Concurrent Drug Utilization Review (CDUR): • Drug-Drug Interaction: Opioid/Medication Assisted Therapy (MAT) Treatment • Drug-Drug Interaction: Opioid/Pregnancy • Drug-Drug Interaction: Opioid/Benzodiazepines • THERDOSE APAP • MEDLIMIT: Daily Cumulative Limit on all opioids	Yes	Included	Yes	1/1/2017
<b>Compound Management - Helps clients address the safety and rising costs of compound medications by delivering a thoughtful and comprehensive approach to compound drug management.</b>	<b>Included in Base Fee (Yes/No)</b>	<b>Additional Cost per Unit</b>	<b>Client Accepted (Yes/No)</b>	<b>Effective Date</b>
To assist commercial clients to manage compound prescriptions, the program includes option for clients to select multiple services: • OptumRx National Compound Credentialing Program (required) • Clinical Prior Authorization on Compounds of High Concern • Bulk Chemical Exclusions • Compound Kit Exclusions • Analytics and reporting • Prior Authorization on High-Cost Products	Yes	Standard PA fees will apply if client selects Prior Authorization service	No	1/1/2017
<b>Medical Insights Management - Comprehensive set of clinical alerts utilizing both pharmacy and medical claims data. Retrospective program that identifies clinical opportunities on a daily basis and notifies</b>	<b>Included in PBM Implementation Fee (Yes/No)</b>	<b>Additional Cost per Unit</b>	<b>Client Accepted (Yes/No)</b>	<b>Effective Date</b>
<b>Medication Safety Management - Targets potentially inappropriate medication patterns across a broad range of drug classes. Includes comprehensive behavioral health alerts. Only pharmacy claims are utilized</b>	<b>Included in Base Fee (Yes/No)</b>	<b>Additional Cost per Unit</b>	<b>Client Accepted (Yes/No)</b>	<b>Effective Date</b>
Medication Safety Management	No	\$0.13 PMPM	Yes	1/1/2017
<b>Care Gap Management - Helps identify and close medication gaps for consumers with chronic diseases. Only pharmacy claims are utilized for this program.</b>	<b>Included in Base Fee (Yes/No)</b>	<b>Additional Cost per Unit</b>	<b>Client Accepted (Yes/No)</b>	<b>Effective Date</b>
Care Gap Management	No	\$0.08 PMPM	Yes	1/1/2017
<b>Meds on Track - Identifies consumers who need help taking medications as prescribed across multiple drug classes</b>	<b>Included in Base Fee (Yes/No)</b>	<b>Additional Cost per Unit</b>	<b>Client Accepted (Yes/No)</b>	<b>Effective Date</b>



# CLINICAL DOCUMENTATION FORM

Meds on Track for Top 3 Conditions (Diabetes, Hypertension, and High Cholesterol), plus Chronic Non-Specialty plus Specialty Medications, plus Behavior Health (BH) Medications plus Meds on Track Program for Medication Assisted Therapy (MAT).	No	\$300 per month	Yes	1/1/2017
Meds on Track for Top 3 Conditions (Diabetes, Hypertension, and High Cholesterol)	No	\$250 Per Month	No	
Meds on Track for Top 3 Conditions (Diabetes, Hypertension, and High Cholesterol), plus Chronic Non-Specialty and Specialty Medications	No	\$300 Per Month	No	
Meds on Track Behavior Health conditions and OptumRx Meds on Track for Medication Assisted Therapy (MAT) - ROI not offered for this program.	No	\$200 Per Month	No	
<b>Opioid Risk Management (ORM) Solution- Confronts all aspects of the opioid epidemic by addressing clinical opportunities and engaging consumers, prescribers and pharmacies across the entire care continuum and/or life count</b>	<b>Included in Base Fee (Yes/No)</b>	<b>Additional Cost per Customization / Configuration (if adopt Non Standard)</b>	<b>Client Accepted (Yes/No)</b>	<b>Effective Date</b>
<del>Opioid Risk Management Add-On offerings</del>				
Refill Window 90% Scheduled II-V Controlled Drugs (80% Specialty-Mail)	Included	Included	No	
Comprehensive UM option: auto enroll in Short Acting Opioids QL (New to Therapy & Treatment Experienced) + Long Acting Opioids QL UMs + Cough/Cold Codeine QL PA	No	Included, PA fees will apply	No	
UM à la carte option: Short Acting Opioids (New to Therapy & Treatment Experienced) + Long Acting Opioids QL UM + Cough/Cold Codeine QL PA	No	Included, PA fees will apply	No	
<del>Opioid Risk Management Buy-Up offerings</del>				
Member Education: Trigger Fill on both Short-Acting & Long-Acting Opioids	No	\$0.11 PMPM	No	
Retrospective Intervention on Abused Meds (Fax-based notification to prescribers)	No	\$550 Per Month	Yes	1/1/2017



# CLINICAL DOCUMENTATION FORM

Intensive Case Management: Opioid Overutilization (w/ drug level lock-in referral)	No	\$0.05 PMPM	No	
Medicare Member Education: First Fill on Opioids	No	Not offered for Commercial	No	
Member Opioid Risk Analysis: Designed to target and monitor at-risk and high-risk opioid populations				
Member Opioid Risk Analysis: Monthly Subscription with Member Summary and Claims Detail	No	\$250 Per Month + \$1500 Implementation Setup Fee.	No	
Member Opioid Risk Analysis: One-Time Request with Member Summary and Claims Detail	No	One-Time Requests with claims detail: \$3,000 (No separate setup fee)	No	
<b>Custom Formulary Options &amp; UM Services</b>	<b>Included in Base Fee (Yes/No)</b>	<b>Additional Cost per Unit</b>	<b>Client Accepted (Yes/No)</b>	<b>Effective Date</b>
Full Custom Formulary- Full Custom applies to when a client requests a formulary or utilization management program completely different from what we offer or when a client requests over 40% customization of an existing OptumRx formulary or utilization management program (40% of formulary brand and generic drugs). Full Custom also applies to adopting an incumbent's formulary or utilization management program.	No	\$62,000 per formulary for development. \$6,000 per formulary per month for maintenance	No	
Partial Custom Formulary- Partial Custom applies to when a client requests a customized version of an existing OptumRx formulary. The range of partial customization is from 5 single drug customizations to 40% of an existing OptumRx formulary/UM (40% of formulary brand and generic drugs). Requests of over 40% customization become a Full Custom.	No	\$28,000 per formulary for development. \$2,800 per formulary per month for maintenance.	No	
Single/Adhoc Custom Formulary Request- Single/AdHoc Custom applies to when a client requests a single drug change (adding or removing) to an existing OptumRx formulary. The costs are a multiple of the number of single deviations. If customizations exceed 4 single deviations, the Partial Custom rates will be used.	No	\$6,500 per deviation for development. \$100 per deviation per month for maintenance.	No	
Point of Sale (POS) Discounts deployment with a Custom Formulary - This includes development, management and maintenance of the rebatable drug list that determines the how much a members medication should be discounted at POS. - Note: A deviation includes formulary exclusions or changes to tiering, utilization management, prior authorization and step therapy requirements. If as an example over 50 drugs on a formulary of 400 drugs are being excluded, then the deviations impact is above 10%.	No	Consultant to input	No	
Administration of Client's custom formulary including the following services:				



# CLINICAL DOCUMENTATION FORM

Initial custom formulary build in RxBuilder		Pick Proper Client Type: Medicare Formulary Management: \$125,000 annually*	No	
Weekly, Quarterly and Ad Hoc Changes/maintenance (determinations/additions)		EGWP Formulary Management: \$65,000 annually (EWGP Standard Formulary with customizations)*  *P&T Formulary Review is not included in the fee above. P&T Formulary Review must be expressly delegated to OptumRx by selecting the OptumRx P&T Committee Consultation (and corresponding fee) line item in this CDF.	No	
Printed formulary files			No	
Custom coverage and Exclusion List maintenance and creation			No	
Negative change notification collaboration			No	
UM documentation or adjudication in RxBuilder			No	
UM updates in RxBuilder			No	
Verification of category class counts versus benchmark(s) - annually & upon formulary changes*			No	
Creation of custom submission template*			No	
Deficiency Window review, changes and suggestions*			No	
P&T Support - P&T Formulary Review - delegated (fees noted under - OptumRx P&T Committee Consultation)			No	
*Only Applies to EHB/QHP formularies				
Custom edits for Prior Authorization, Step Therapy, and Quantity limits	No	\$750 per custom criteria upon development and each revision. \$50,000 Annually	Yes	7/1/2022
Access to all OptumRx coverage policies if OptumRx is not providing PA review services (Medicare				

Client agrees that OptumRx will provide the services selected in this Clinical Program Documentation of Acceptance Sheet ("Clinical Documentation Form") for the fees set forth herein. This Clinical Documentation Form and the corresponding clinical program descriptions, which are available upon request, are hereby incorporated into the pharmacy benefit management services agreement ("Client Services Agreement"). Any customized or non-standard services or programs will be subject to OptumRx P&T Committee criteria (or approval by Client's own P&T Committee if applicable); further, additional fees may apply and financial terms of the Client Services Agreement may be impacted. Except as expressly set forth in the Client Services Agreement, this Clinical Documentation Form and the corresponding clinical program descriptions hereby supersede any clinical program descriptions and fees in the Client Services Agreement and will control in the event of any conflict with the terms and conditions set forth in the Client Services Agreement. Except as expressly amended hereby, the terms and conditions of the Client Services Agreement remain the same. Significant changes in Client's utilization patterns or number of Members may require a modification to the pricing herein, which will be mutually agreed upon by the Parties. Any revisions to clinical program(s) require a revised, signed Clinical Documentation Form (electronic signature will be binding). Client will be bound by the terms of the Clinical Documentation Form last signed by Client and approved by OptumRx.



# CLINICAL DOCUMENTATION FORM

Client Signature:  
By: \* [Handwritten Signature]  
Name: Tom Grossmann  
Title: President  
Date: 4-19-22

OptumRx Approval:  
By: \_\_\_\_\_



## Prior Authorization Guideline

<b>Guideline Name</b>	Iatrogenic Infertility Guideline
<b>Formulary</b>	<ul style="list-style-type: none"><li>Warren County OH SP (PSI1120)</li></ul>

### Guideline Note:

Effective Date:	3/1/2022
P&T Approval Date:	2/17/2022
P&T Revision Date:	

### 1. Indications

<b>Drug Name: Follistim AQ (follitropin beta)</b>
<b>Ovulation Induction</b> Indicated for the induction of ovulation and pregnancy in anovulatory infertile women in whom the cause of infertility is functional and not due to primary ovarian failure.
<b>Spermatogenesis Induction</b> Indicated for the induction of spermatogenesis in men with primary and secondary hypogonadotropic hypogonadism in whom the cause of infertility is not due to primary testicular failure.
<b>Controlled Ovarian Stimulation in association with Assisted Reproductive Technology</b> Indicated for the development of multiple follicles in ovulatory women participating in an Assisted Reproductive Technology (ART) program.
<b>Drug Name: Conal-F (follitropin alfa)</b>

**Ovulation Induction** Indicated for the induction of ovulation and pregnancy in the anovulatory infertile patient in whom the cause of infertility is functional and not due to primary ovarian failure.

**Controlled Ovarian Stimulation in association with Assisted Reproductive Technology** Indicated for the development of multiple follicles in the ovulatory patient participating in an Assisted Reproductive Technology (ART) program.

**Spermatogenesis Induction** Indicated for the induction of spermatogenesis in men with primary and secondary hypogonadotropic hypogonadism in whom the cause of infertility is not due to primary testicular failure.

**Drug Name:** Gonaf (rRF) (folitropin alfa)

**Controlled Ovarian Stimulation in association with Assisted Reproductive Technology [1-5]** Indicated for the development of multiple follicles in the ovulatory patient participating in an Assisted Reproductive Technology (ART) program.

**Ovulation Induction** Indicated for the induction of ovulation and pregnancy in the oligo-anovulatory infertile patient in whom the cause of infertility is functional and not due to primary ovarian failure.

**Off Label Uses: Spermatogenesis Induction [8, 9]** Used for the treatment of spermatogenesis in men with primary and secondary hypogonadotropic hypogonadism in whom the cause of infertility is not due to primary testicular failure. A menotropin, Pergonal, has a spermatogenesis induction indication where clinical studies showed after 3 months of treatment, sperm counts increased from 5 million spermatozoa per mL of ejaculate to 24 mL and successful pregnancy rates were observed. [12]

**Drug Name:** Menopur (menotropins)

**Controlled Ovarian Stimulation in association with Assisted Reproductive Technology** Administered SC, indicated for the development of multiple follicles and pregnancy in ovulatory women as part of an Assisted Reproductive Technology (ART) cycle.

**Off Label Uses: Ovulation Induction [8, 9]** Used for the treatment of ovulation induction in patients with polycystic ovary syndrome who failed on clomiphene. The ovulation rate compared to Gonaf was non-inferior, at rates of 85.7% and 85.5% respectively. [10] In other studies, rates of ovulation of 95% and pregnancy rates of 58% to 72% are demonstrated. Because of its high cost, higher incidence of serious side effects, and difficult of administration menotropins are usually reserved to treat patients who have failed to respond to therapy with clomiphene. [11]

**Spermatogenesis Induction [8, 9]** Used for the treatment of spermatogenesis in men with primary and secondary hypogonadotropic hypogonadism in whom the cause of infertility is not due to primary testicular failure. A menotropin, Pergonal, has a spermatogenesis induction indication where clinical studies showed after 3 months of treatment, sperm counts increased from 5 million spermatozoa per mL of ejaculate to 24 mL and successful pregnancy rates were observed. [12]

**Drug Name:** Repronex (menotropins)

**Controlled Ovarian Stimulation in association with Assisted Reproductive Technology**

In conjunction with human chorionic gonadotropin (hCG), indicated for multiple follicular development (controlled ovarian stimulation) in patients who have previously received pituitary suppression.

**Ovulation Induction** In conjunction with hCG, indicated for ovulation induction in patients who have previously received pituitary suppression.

**Off Label Uses: Spermatogenesis Induction [8, 9]** Used for the treatment of spermatogenesis in men with primary and secondary hypogonadotropic hypogonadism in whom the cause of infertility is not due to primary testicular failure. A menotropin, Pergonal, has a spermatogenesis induction indication where clinical studies showed after 3 months of treatment, sperm counts increased from 5 million spermatozoa per mL of ejaculate to 24 mL and successful pregnancy rates were observed. [12]

**2 . Criteria**

Product Name: Follistim AQ, Menopur (off label), or Repronex			
Diagnosis	Ovulation Induction		
Approval Length	2 months [D] (or per plan benefit design)		
Guideline Type	Prior Authorization		
Product Name	Generic Name	GPI	Brand/Generic
MENOPUR	MENOTROPINS FOR SUBCUTANEOUS INJ 75 UNIT	30062050002175	Brand
REPRONEX	MENOTROPINS FOR INJ 75 UNIT	30062050002155	Brand
FOLLISTIM AQ	FOLLITROPIN BETA INJ 75 UNIT/0.5ML	30062030102003	Brand
FOLLISTIM AQ	FOLLITROPIN BETA INJ 150 UNIT/0.5ML	30062030102006	Brand
FOLLISTIM AQ	FOLLITROPIN BETA INJ 300 UNIT/0.36ML	30062030102020	Brand
FOLLISTIM AQ	FOLLITROPIN BETA INJ 600 UNIT/0.72ML	30062030102030	Brand
FOLLISTIM AQ	FOLLITROPIN BETA INJ 900 UNIT/1.08ML	30062030102040	Brand
<b>Approval Criteria</b>			



1 - Provided it is not a benefit exclusion

AND

2 - Diagnosis of iatrogenic infertility

AND

3 - Infertility is not due to primary ovarian failure

AND

4 - For induction of ovulation

AND

5 - Prescribed by or in consultation with a reproductive endocrinologist

Notes	Coverage is only allowed when used for iatrogenic Infertility. All other indications are a benefit exclusion. Maximum of 3 approvals per year.
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Product Name: Gonalf, Gonalf RFF			
Diagnosis	Ovulation Induction		
Approval Length	2 months [D] (or per plan benefit design)		
Guideline Type	Prior Authorization		
Product Name	Generic Name	GPI	Brand/Generic
GONAL-F	FOLLITROPIN ALFA FOR INJ 450 UNIT	30062030052140	Brand
GONAL-F	FOLLITROPIN ALFA FOR INJ 1050 UNIT	30062030052150	Brand
GONAL-F RFF	FOLLITROPIN ALFA FOR INJ 75 UNIT	30062030052115	Brand
GONAL-F RFF REDJECT	FOLLITROPIN ALFA INJ 300 UNIT/0.5ML	30062030052020	Brand

GONAL-F RFF REDIJECT	FOLLITROPIN ALFA INJ 450 UNIT/0.75ML	30062030052025	Brand
GONAL-F RFF REDIJECT	FOLLITROPIN ALFA INJ 900 UNIT/1.5ML	30062030052040	Brand

**Approval Criteria**

1 - Provided it is not a benefit exclusion

**AND**

2 - Diagnosis of iatrogenic infertility

**AND**

3 - Infertility is not due to primary ovarian failure

**AND**

4 - For induction of ovulation

**AND**

5 - Trial and failure, intolerance, or contraindication to Follistim AQ (follitropin beta) [A]

**AND**

6 - Prescribed by or in consultation with a reproductive endocrinologist

Notes	Coverage is only allowed when used for iatrogenic infertility. All other indications are a benefit exclusion. Maximum of 3 approvals per year.
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Product Name: Follistim AQ, Menopur, or Repronex	
Diagnosis	Controlled Ovarian Hyperstimulation

Approval Length	2 months [D] (or per plan benefit design)		
Guideline Type	Prior Authorization		
Product Name	Generic Name	GPI	Brand/Generic
MENOPUR	MENOTROPINS FOR SUBCUTANEOUS INJ 75 UNIT	30062050002175	Brand
REPRONEX	MENOTROPINS FOR INJ 75 UNIT	30062050002155	Brand
FOLLISTIM AQ	FOLLITROPIN BETA INJ 75 UNIT/0.5ML	30062030102003	Brand
FOLLISTIM AQ	FOLLITROPIN BETA INJ 150 UNIT/0.5ML	30062030102006	Brand
FOLLISTIM AQ	FOLLITROPIN BETA INJ 300 UNIT/0.36ML	30062030102020	Brand
FOLLISTIM AQ	FOLLITROPIN BETA INJ 600 UNIT/0.72ML	30062030102030	Brand
FOLLISTIM AQ	FOLLITROPIN BETA INJ 900 UNIT/1.08ML	30062030102040	Brand
<p><b>Approval Criteria</b></p> <p>1 - Provided it is not a benefit exclusion</p> <p style="text-align: center;"><b>AND</b></p> <p>2 - Diagnosis of iatrogenic infertility</p> <p style="text-align: center;"><b>AND</b></p> <p>3 - For the development of multiple follicles (controlled ovarian hyperstimulation) in an ovulatory female patient participating in an Assisted Reproductive Technology (ART) program</p> <p style="text-align: center;"><b>AND</b></p> <p>4 - Prescribed by or in consultation with a reproductive endocrinologist</p>			
Notes	Coverage is only allowed when used for iatrogenic Infertility. All other indications are a benefit exclusion. Maximum of 3 approvals per year.		

Product Name: Gonalt, Gonalt TRF

Diagnosis	Controlled Ovarian Hyperstimulation		
Approval Length	2 months [D] (or per plan benefit design)		
Guideline Type	Prior Authorization		
Product Name	Generic Name	GPI	Brand/Generic
GONAL-F	FOLLITROPIN ALFA FOR INJ 450 UNIT	30062030052140	Brand
GONAL-F	FOLLITROPIN ALFA FOR INJ 1050 UNIT	30062030052150	Brand
GONAL-F RFF	FOLLITROPIN ALFA FOR INJ 75 UNIT	30062030052115	Brand
GONAL-F RFF REDIJECT	FOLLITROPIN ALFA INJ 300 UNIT/0.5ML	30062030052020	Brand
GONAL-F RFF REDIJECT	FOLLITROPIN ALFA INJ 450 UNIT/0.75ML	30062030052025	Brand
GONAL-F RFF REDIJECT	FOLLITROPIN ALFA INJ 900 UNIT/1.5ML	30062030052040	Brand

**Approval Criteria**

1 - Provided it is not a benefit exclusion

**AND**

2 - Diagnosis of iatrogenic infertility

**AND**

3 - For the development of multiple follicles (controlled ovarian hyperstimulation) in an ovulatory female patient participating in an Assisted Reproductive Technology (ART) program

**AND**

4 - Trial and failure, intolerance, or contraindication to Follistim AQ (follitropin beta) [B]

AND

5 - Prescribed by or in consultation with a reproductive endocrinologist

Notes

Coverage is only allowed when used for iatrogenic Infertility. All other indications are a benefit exclusion. Maximum of 3 approvals per year.

### 3. Endnotes

- A. There is no consensus definition of poor responder to gonadotropins in the setting of ovulation induction. [13, 14, 16, 17, 18] One study looked at ovulation induction failure with gonadotropin specifically. [13] Poor response in this study was defined as maximum dose of 450 IU gonadotropin daily for 9 days and either: (i) < 4 oocytes obtained at oocyte retrieval, or (ii) cycle cancellation prior to oocyte retrieval because of poor follicular development (< 3 follicles of > 14 mm after 9-12 days of stimulation).
- B. There is no consensus definition of poor responder to gonadotropins in the setting of ovarian stimulation in association with ART. [13, 14, 16, 17, 18] The most cited definition of poor responders was: number of mature follicles < 2-5; number of mature oocytes retrieved < 3; single dominant follicle; mean daily gonadotropin dose > 300 IU; and total gonadotropin dose > 40 ampules. [13]
- C. There is no consensus definition of poor responder to gonadotropins in the setting of spermatogenesis induction in men with hypogonadotropic hypogonadism. Outcomes measured for response include time to achieve first sperm, time to conception, and sperm concentration, but poor response was not well-defined. [15, 19] A combined analysis looked at four clinical trials and used the common efficacy outcome of spermatozoa concentration of greater than or equal  $1.5 \times 10^6$  /mL. [15]
- D. Sixty days would be a reasonable length of authorization for all of the indications. [23]

### 4. References

1. Gonal-f prescribing information. EMD Serono. Rockland, MA. January 2021.
2. Gonal-f RFF prescribing information. EMD Serono. Rockland, MA. January 2021.
3. Gonal-f RFF Redi-ject prescribing information. EMD Serono. May 2020.
4. Follistim AQ prescribing information. Merck Sharp & Dohme Corp. Whitehouse Station, NJ. June 2020.
5. Follistim AQ Cartridge prescribing information. Merck Sharp & Dohme Corp. Whitehouse Station, NJ. December 2014.
6. Menopur prescribing information. Ferring Pharmaceuticals, Inc. Parsippany, NJ. May 2021.
7. Repronex prescribing information. Ferring Pharmaceuticals, Inc. Parsippany, NJ. September 2012.

8. DRUGDEX System [Internet database]. Greenwood Village, Colo: Thomson Micromedex. Updated periodically. Accessed August 9, 2021.
9. Facts and Comparisons [Internet database]. St. Louis, MO: Wolters Kluwer. Updated periodically. Accessed August 9, 2021.
10. Platteau P, Andersen AN, Balen A, et al. Similar ovulation rates, but different follicular development with highly purified menotrophin compared with recombinant FSH in WHO Group II anovulatory infertility: a randomized controlled study. *Hum. Reprod.* 2006;21:1798-1804.
11. Kelly AC, Jewlewicz R. Alternate regimens for ovulation induction in polycystic ovarian disease. *Fertil Steril.* 1990;54:195-202.
12. Pergonal prescribing information. Serono Laboratories, Inc. November 1994.
13. Lawson R, El-Toukhy T, Kassab, A. Poor response to ovulation induction is a stronger predictor of early menopause than elevated basal FSH: a life table analysis. *Human Reprod.* 2003;18: 327-533
14. Fasouliotis SJ, Simon A, Laufer N. Evaluation and treatment of low responders in assisted reproductive technology: a challenge to meet. *J Assist Reprod Genet.* 2000;17(7):357-73.
15. Warne, DW, Decosterd G, Okada H, et al. A Combined analysis of data to identify predictive factors for spermatogenesis with hypogonadotropic hypogonadism treated with recombinant human follicle-stimulating hormone and human chorionic gonadotropin. *Fertil Steril.* 2009 Aug; 92(2):592-604.
16. Wei Z, Cheng X, Li H, et al. Effects of prolonging administration gonadotropin on unexpectedly poor ovarian responders undergoing in vitro fertilization. *Reprod Biol Endocrinol* 2010;8:26.
17. Mahutte NG, Arici A. Role of gonadotropin-releasing hormone antagonist in poor responders *Fertil Steril.* 2007 Feb;87(2):241-98.
18. Surrey ES, Schoolcraft WB. Evaluating strategies for improving ovarian response of the poor responder undergoing assisted reproductive techniques. *Fertil Steril.* 200 Apr; 73(4):667-76.:
19. Liu PY, Baker HW, Jayadev V, Zacharin M, Conway AJ, Handelsman DJ. Induction of spermatogenesis and fertility during gonadotropin treatment of gonadotropin-deficient infertile men: predictors of fertility outcome. *J Clin Endocrinol Metab.* 2009;94(3):801-8.
20. The Practice Committee of the American Society for Reproductive Medicine. Use of exogenous gonadotropins in anovulatory women: a technical bulletin. *Fertil Steril.* 2008;90:S7-12.
21. Petak SM, Nankin HR, Spark RF, Swerdloff RS, Rodriguez-Rigau LJ. American Association of Clinical Endocrinologists Medical Guidelines for clinical practice for the evaluation and treatment of hypogonadism in adult male patients - 2002 update. *Endocr Pract.* 2002;8:440-456.
22. Liu PY, Turner L, Rushford D, et al. Efficacy and safety of recombinant human follicle stimulating hormone (Gonal-F) with urinary human chorionic gonadotrophin for induction of spermatogenesis and fertility in gonadotrophin-deficient men. *Hum Reprod.* 1999;14:1540-1545.
23. Per clinical consult with reproductive endocrinologist, April 10, 2013.

## 5 . Revision History

Date	Notes
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2/1/2022	Custom criteria for iatrogenic infertility
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**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 22-0564

Adopted Date April 19, 2022

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO CROP RENTAL AGREEMENTS FOR PROPERTIES ADJACENT TO THE WARREN COUNTY AIRPORT IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, to approve and authorize the President of the Board to enter into various Crop Rental Agreements relative to properties adjacent to the Warren County Airport in Turtlecreek Township; copy of said agreements 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 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: C/A—Jeff Weaver  
C/A—Henderson Turf Farm, Inc.  
C/A—Charles Thomas Reedy  
C/A—Tom Groh  
Bruce McGary  
Airport Authority (file)  
Jeff Stilgenbauer



**CROP RENTAL AGREEMENT, 2022  
OF PART OF LANDS KNOWN AS THE MEYER FARM**

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This Rental Agreement is made by and between the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter "Owner"), and **Jeff Weaver**, whose address is 1854 Hart Rd., Lebanon, OH 45036 (hereinafter "Farmer").

**I. SUBJECT PROPERTY:**

Owner rents to Farmer, and Farmer rents from Owner, upon the terms and conditions set forth in this Rental Agreement, *a part of* the real estate situated in Turtle Creek Township, Warren County, Ohio formerly described as 45 acres and identified as Parcel No. 08-13-400-036 & Auditor Acct. No. 5308062, but is now identified as follows and illustrated in Attachment "A" due to certain new surveys and off-conveyances:

<u>Acreage</u>	<u>Parcel No.</u>	<u>Auditor's Acct. No.</u>
13.445	08-13-400-035	5332478
27.0091	08-13-400-036	5308062

all located at **1360 Mabrey Road, Lebanon, Ohio 45036**. Farmer acknowledges that the two off-conveyance identified as follows and illustrated in Attachment "B" are not owned by Owner and are not a part of this agreement:

<u>Acreage</u>	<u>Parcel No.</u>	<u>Auditor's Acct. No.</u>
2.3154	08-13-400-032	5332475
2.2305	08-13-400-033	5332476

Unless otherwise provided herein, the only lands to be farmed consists of 25.5 acres of the aforementioned 27.0091 acre parcel.

**II. TERM:**

This Rental Agreement is for a term of one (1) year beginning on April 1, 2022 and ending on November 1, 2022. This term shall not be renewed or extended, nor shall the Farmer hold over, without the parties entering into a new Rental Agreement.

**III. RENT:**

Farmer, without prior demand and without deduction or setoff whatsoever, shall pay an annual rental payment hereinafter set forth. Said obligation to pay the rent shall survive the termination of this Rental Agreement. For and during the term of this Rental Agreement, Farmer shall pay a rate of **NINETY DOLLARS (\$90.00)** per acre for **25.5 acres** farmed for a total annual rent in the amount of **TWO THOUSAND TWO HUNDRED NINETY-FIVE DOLLARS (\$2,295.00)**, in the form of cash, money order, bank certified or cashier's check, on the **1<sup>st</sup> day of November, 2022**. If rent is not received by Owner within thirty (30) days of the due date, a late charge of ten percent (10%) of the past due amount shall be added to the rental payment every thirty (30) days until paid in full. This obligation to pay rent, however, shall survive any election of default or eviction and the rent due shall remain due and owing even in the event of forfeiture of crops.

**IV. LAND USE AND RESTRICTIONS ON USE OF PROPERTY:**

Farmer shall use the Property only for agricultural purposes limited to the planting, cultivating, and harvesting of row crops. Farmer agrees to furnish all his own materials (including but not limited to fertilizers, herbicides, insecticides, pesticides, and seed), tools, equipment, and machinery for the farming operations and to keep any buildings, fences, and other improvements in as good repair as they now are except for ordinary wear, loss by fire and other casualty.

Farmer agrees to take good care of the Property, to cultivate, fertilize, maintain, and manage the Property and the soil in a careful and prudent manner, to control soil erosion as completely as practicable and to comply with all applicable laws, including, but not limited to, laws pertaining to the protection of the environment.

Farmer shall not identify the Subject Property for purposes of, nor shall Farmer allow any lender, vendor, supplier, or materialmen to cause an artisan, crop, materialmen, or mechanic's lien to be filed of public record.

Farmer shall not be entitled to use any buildings located on the farm located at 1316 Mabrey Road. Nor shall Farmer use the farm located at 1316 Mabrey Road or even the tillable land subject of this agreement for storage of any equipment, materials, supplies or any other items for longer than the minimum period of time reasonably necessary for purposes of planting, cultivating, or harvesting crops.

**V. INSURANCE AND LIABILITY:**

Farmer shall maintain general liability insurance suitable and customary for farming operations for personal injury, death and property damage, and adequate workers' compensation and unemployment insurance in compliance with the laws, statutes, and regulations of the State of Ohio. Farmer will provide Owner with certificates of all such

insurance at the time of execution of this Rental Agreement. Any personal property kept on the Property by Farmer shall be at Farmer's sole risk and it shall be Farmer's responsibility to insure such personal property.

**VI. TAXES:**

During the term of this Rental Agreement, Owner shall pay all real estate taxes and assessments on the Property, if any. Owner shall be solely responsible for filing the annual CAUV application, but Farmer shall cooperate with Owner in providing information, supporting documentation and affidavits, if requested by the County Auditor.

**VII. INDEMNIFICATION:**

Farmer shall indemnify, defend and save Owner harmless against any and all judgments, orders, claims, liabilities, losses, damages, insurance deductibles, costs to remove liens and other costs and expenses (including court costs, experts and attorneys fees) made against, imposed upon or incurred by Owner and which arise directly or indirectly out of or in connection with any occurrence on or about the Property, the use and occupancy of the Property by Farmer, his invitees, employees, agents, contractors, lenders, vendors, suppliers, materialmen, or the breach of any of Farmer's obligations under this Rental Agreement.

**VIII. RESERVATION OF RIGHT OF ENTRY:**

Owner and its agents reserve the right to enter upon the Property to inspect the same, to make improvements, to make abatements of the terms of this Rental Agreement, and for any and all other lawful purposes.

**IX. TERMINATION FOR CAUSE:**

Either party to this Rental Agreement may terminate the Agreement for cause.

**X. DEFAULT:**

It is agreed that any violation of this Rental Agreement by Farmer shall, after thirty (30) days written notice (during which the default may be cured), be just cause for immediately terminating this Rental Agreement and for immediately yielding possession of the Subject Property to Owner. Such termination shall be in addition to any other remedies that may be available at law or in equity.

**XI. YIELDING POSSESSION AT END OF RENTAL AGREEMENT:**

At the expiration of this Rental Agreement, Farmer will yield possession of the Subject Property to Owner without further notice, and in as good order and condition as when the same was entered upon by Farmer, loss by fire, other casualty, and ordinary wear and tear excepted.

**XII. ASSIGNMENT AND SUBLEASING:**

Farmer shall not assign this Rental Agreement or sublet the Subject Property in whole or in part without Owner's prior written consent. Subject to this limitation, this Rental Agreement shall be binding upon and inure to the benefit of Owner and Farmer and their respective heirs, personal representatives, successors, and assigns.

**XIII. RELATIONSHIP:**

This Rental Agreement shall not be construed as giving rise to a partnership, and neither party shall be liable for debts or obligations of the other. The parties agree that Farmer is an independent contractor and not an employee of Owner and all work performed pursuant to this Rental Agreement will be performed according to his own methods and practices and shall not be subject to Owner's control in any manner.

Nothing in this agreement shall be construed to require Owner to pay compensation to Farmer of any third party for any investment, labor, cash outlay, and loss of or damage to growing crops.

**XIV. NOTICES:**

All notices required or permitted pursuant to the terms herein, shall be given by certified mail, return receipt requested, to the parties at the address set forth above unless such party gives written notice to the other party of a different address to which to direct such notice.

**XV. MISCELLANEOUS:**

This Rental Agreement sets forth the entire agreement of the parties and supersedes any prior understandings. This Rental Agreement may be modified only by written agreement of both parties. No waiver of any provision of this Rental Agreement shall be effective unless in writing, and no waiver on one occasion shall constitute a waiver on any further occasion. The provisions of this Rental Agreement shall be severable and the invalidity of one provision shall not affect any others. Any dispute arising out of or relating to this Rental Agreement shall be governed by the laws of the State of Ohio and the parties stipulate to exclusive venue being in a court of competent jurisdiction in Warren County, Ohio. This agreement shall not be recorded of public record.

XVI. EXECUTION:

IN WITNESS WHEREOF, Jeff Weaver, the Farmer herein, has hereunto set his hand, on the date stated below.

FARMER:

Debbie Weaver  
Signature of Witness  
Debbie Weaver  
Print Name of Witness

SIGNATURE: Jeff Weaver  
NAME: Jeff Weaver  
DATE: 03-18-22

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Owner herein, has caused this Rental Agreement to be executed by Tom Grossmann, its President, on the date stated below, pursuant to the authority of Resolution No. 22-0564 adopted on 4-19-22.

OWNER:

SIGNATURE: Tom Grossmann  
NAME: Tom Grossmann  
TITLE: President  
DATE: 4-19-22

Approved as to form:

DAVID P. FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

Bruce A. McGary  
By: Bruce A. McGary, Assistant Prosecutor  
Date: 3/2/22

**CROP LAND RENTAL AGREEMENT, 2022**

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This Rental Agreement is made by and between the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter "Owner"), and **Henderson Turf Farm, Inc.**, an Ohio corporation for profit, whose address is 2969 Beal Road, Franklin, OH 45005 (hereinafter "Farmer").

**I. SUBJECT PROPERTY:**

Owner owns certain parcels of real estate consisting of:

- a) 11.711 acres in Turtlecreek Township, Warren County Ohio identified as Parcel No. 08-13-100-021 and Auditor Acct #5332619, formerly part of Woodward Farms, as illustrated in Exhibit "A" attached hereto. Owner rents to Farmer, and Farmer rents from Owner, upon the terms and conditions set forth in this Rental Agreement, **8.5 acres** of the 11.711 acres for the purpose of growing and harvesting sod.
- b) 6.524 acres in Turtlecreek Township, Warren County Ohio identified as Parcel No. 08-14-300-002 and Auditor Acct # 5332549, formerly part of the Jameson Farm, as illustrated in Exhibit "B" attached hereto. Owner rents to Farmer, and Farmer rents from Owner, upon the terms and conditions set forth in this Rental Agreement, **5.65 acres** of the 6.524 acres for the purpose of growing and harvesting sod.
- c) 3.502 acres in Turtlecreek Township, Warren County Ohio identified as Parcel No. 08-13-100-023 and Auditor Acct # 5332913, formerly part of the CSW Enterprise Parcel, as illustrated in Exhibit "C" attached hereto. Owner rents to Farmer, and Farmer rents from Owner, the said **3.502 acres** upon the terms and conditions set forth in this Rental Agreement for the purpose of growing and harvesting sod.
- d) 3.889 acres in Turtlecreek Township, Warren County Ohio identified as Parcel No. 08-13-300-015 and Auditor Acct # 5332729, formerly part of the WCA Ltd Parcel, as illustrated in Exhibit "D" attached hereto. Owner rents to Farmer, and Farmer rents from Owner, upon the terms and conditions set forth in this Rental Agreement, the said **3.889 acres** for the purpose of growing and harvesting sod.

Collectively the acreage referenced above being rented by Tenant Farm may be referred to herein as the "Subject Property."

**II. TERM:**

This Rental Agreement is for a term of one (1) year beginning on January 1, 2022 and ending on December 31, 2022. This term shall not be renewed or extended, nor shall the Farmer hold over, without the parties entering into a new Rental Agreement.

**III. RENT:**

Farmer, without prior demand and without deduction or setoff whatsoever, shall pay an annual rental payment hereinafter set forth, and said obligation to pay the rent shall survive the termination of this Rental Agreement.

The annual rental payment is calculated as follows:

<u>Acreage</u>	<u>Rate</u>	<u>Subtotal:</u>	<u>Total:</u>
8.500 acres	\$120 per acre	\$1,020.00	
5.650 acres	\$120 per acre	\$ 678.00	
3.502 acres	\$120 per acre	\$ 420.24	
<u>3.889 acres</u>	\$120 per acre	<u>\$ 466.68</u>	
21.541 acres	\$120 per acre		\$2,584.92

The total annual rent of \$ 2,584.92 shall be paid and delivered to Owner in the form of cash, money order, bank certified or cashier's check, no later than the **30th day of December, 2022**. If rent is not received by Owner within thirty (30) days of the due date, a late charge of ten percent (10%) of the past due amount shall be added to the rental payment every thirty (30) days until paid in full. This obligation to pay rent, however, shall survive any election of default or eviction and the rent due shall remain due and owing even in the event of forfeiture of crops.

**IV. LAND USE AND RESTRICTIONS ON USE OF PROPERTY:**

Farmer shall use the Property only for agricultural purposes limited to the planting, cultivating, and harvesting of sod. Farmer agrees to furnish all its own materials (including but not limited to fertilizers, herbicides, insecticides,

pesticides, and seed), tools, equipment, and machinery for the farming operations and to keep any fences, and other improvements in as good repair as they now are except for ordinary wear, loss by fire and other casualty.

Farmer agrees to take good care of the Property, to cultivate, fertilize, maintain, and manage the Property and the soil in a careful and prudent manner, to control soil erosion as completely as practicable and to comply with all applicable laws, including, but not limited to, laws pertaining to the protection of the environment. Farmer agrees that access to the property subject of this agreement is limited to ingress/egress from the southern boundary of the property where it adjoins the lands current being used as the Henderson Sod Farms property, unless otherwise agreed to in writing by a member of the Board of Trustees of the Warren County Airport Authority.

Farmer shall not identify the Subject Property for purposes of, nor shall Farmer allow any lender, vendor, supplier, or materialmen to cause an artisan, crop, materialmen, or mechanic's lien to be filed of public record.

Farmer may not use the Property for the storage of any equipment, materials, supplies, refuse, water, fuels, or waste. Nor may Farmer erect any structure or apparatus therein or thereon.

**V. INSURANCE AND LIABILITY:**

Farmer shall maintain general liability insurance suitable and customary for farming operations for personal injury, death and property damage, and adequate workers' compensation and unemployment insurance in compliance with the laws, statutes, and regulations of the State of Ohio. Farmer will provide Owner with certificates of all such insurance at the time of execution of this Rental Agreement. Any personal property kept on the Property by Farmer shall be at Farmer's sole risk and it shall be Farmer's responsibility to insure such personal property.

**VI. TAXES:**

During the term of this Rental Agreement, Owner shall pay all real estate taxes and assessments on the Property. Owner shall be solely responsible for filing the annual CAUV application, but Farmer shall cooperate with Owner in providing information, supporting documentation and affidavits, if requested by the County Auditor.



**VII. INDEMNIFICATION:**

Farmer shall indemnify, defend and save Owner harmless against any and all judgments, orders, claims, liabilities, losses, damages, insurance deductibles, costs to remove liens and other costs and expenses (including court costs, experts and attorneys fees) made against, imposed upon or incurred by Owner and which arise directly or indirectly out of or in connection with any occurrence on or about the Property, the use and occupancy of the Property by Farmer, his invitees, employees, agents, contractors, lenders, vendors, suppliers, materialmen, or the breach of any of Farmer's obligations under this Rental Agreement.

**VIII. RESERVATION OF RIGHT OF ENTRY:**

Owner and its agents reserve the right to enter upon the Property to inspect the same, to make improvements, to make abatements of violations of the terms of this Rental Agreement, and for any and all other lawful purposes.

**IX. TERMINATION FOR CAUSE:**

Either party to this Rental Agreement may terminate the Agreement for cause, including but not limited to Owner or its agent's receipt of notice that Tenant's Farmer's use of the Property constitutes an obstruction in violation of Part 77 of the FAA guidelines.

**X. DEFAULT:**

It is agreed that any violation of this Rental Agreement by Farmer shall, after thirty (30) days written notice (during which the default may be cured), be just cause for immediately terminating this Rental Agreement and for immediately yielding possession of the Subject Property to Owner. Such termination shall be in addition to any other remedies that may be available at law or in equity.

**XI. YIELDING POSSESSION AT END OF RENTAL AGREEMENT:**

At the expiration of this Rental Agreement, Farmer will yield possession of the Subject Property to Owner without further notice, and in as good order and condition as when the same was entered upon by Farmer, loss by fire, other casualty, and ordinary wear and tear excepted.

## **XII. ASSIGNMENT AND SUBLEASING:**

Farmer shall NOT assign this Rental Agreement or sublet the Subject Property in whole or in part without Owner's prior written consent. Subject to this limitation, this Rental Agreement shall be binding upon and inure to the benefit of Owner and Farmer and their respective heirs, personal representatives, successors, and assigns.

## **XIII. RELATIONSHIP:**

This Rental Agreement shall not be construed as giving rise to a partnership, and neither party shall be liable for debts or obligations of the other. The parties agree that Farmer is an independent contractor and not an employee of Owner and all work performed pursuant to this Rental Agreement will be performed according to his own methods and practices and shall not be subject to Owner's control in any manner.

Nothing in this agreement shall be construed to require Owner to pay compensation to Farmer or any third party for any investment, labor, cash outlay and loss of or damage to growing crops.

## **XIV. NOTICES:**

All notices required or permitted pursuant to the terms herein, shall be given by certified mail, return receipt requested, to the parties at the address set forth above unless such party gives written notice to the other party of a different address to which to direct such notice.

## **XV. MISCELLANEOUS:**

This Rental Agreement sets forth the entire agreement of the parties and supersedes any prior understandings. This Rental Agreement may be modified only by written agreement of both parties. No waiver of any provision of this Rental Agreement shall be effective unless in writing, and no waiver on one occasion shall constitute a waiver on any further occasion. The provisions of this Rental Agreement shall be severable and the invalidity of one provision shall not affect any others. Any dispute arising out of or relating to this Rental Agreement shall be governed by the laws of the State of Ohio and the parties stipulate to exclusive venue being in a court of competent jurisdiction in Warren County, Ohio. This agreement shall not be recorded of public record.

XVI. EXECUTION:

IN EXECUTION WHEREOF, Henderson Turf Farm, Inc., an Ohio corporation for profit, has caused this agreement to be executed by Todd Henderson, its General Manager, who has hereunto set his hand, on the date stated below pursuant to the authority to act on its behalf.

WITNESS:

FARMER:

SIGNATURE: Betsy Click  
PRINTED NAME: Betsy Click  
DATE: 3.31.2022

SIGNATURE: [Signature]  
NAME: Todd Henderson  
TITLE: General Manager  
DATE: 3.31.2022

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Owner herein, has caused this Rental Agreement to be executed by ~~County Administrator, Tiffany Zindel~~ President Tom Grossmann, on the date stated below, pursuant to the authority of Resolution No. 22-0564 adopted on 4.19.22.

OWNER:

SIGNATURE: [Signature]  
NAME: ~~Tiffany Zindel~~ Tom Grossmann  
TITLE: ~~County Administrator~~ President  
DATE: 4.19.22

Approved as to form:

DAVID P. FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

[Signature]  
By: Bruce A. McGary, Asst. Prosecutor  
Date: 3/2/22

033502



2969 Beat Road • Franklin, Ohio 45005  
(937) 748-1559 Fax (937) 748-1568

CIVISTA BANK  
56-163/412

4/11/2022

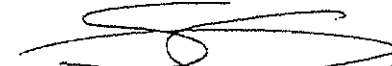
\$ \*\*2,584.92

PAY TO THE ORDER OF Warren County Commissioners

DOLLARS

Two Thousand Five Hundred Eighty-Four and 92/100\*\*\*\*\*

Warren County Commissioners  
406 Justice Drive  
Lebanon, OH 45036

  
AUTHORIZED SIGNATURE MP

MEMO

⑈033502⑈ ⑆041201635⑆ 2359510⑈

033502

HENDERSON TURF FARM, INC.

Warren County Commissioners  
Date 4/11/2022 Type Bill Reference

Original Amt.  
2,584.92

Balance Due  
2,584.92

4/11/2022  
Discount  
Check Amount

Payment  
2,584.92  
2,584.92

1101-45051

2,584.92

Civista Bank - Gener

**CROP RENTAL AGREEMENT, 2022  
OF PART OF LANDS FORMERLY KNOWN AS THE JAMESON FARM**

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This Rental Agreement is made by and between the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter "Owner"), and **Charles Thomas ("Tom") Reedy**, whose address is 1670 St. Rt. 122, Lebanon, OH 45036 (hereinafter "Farmer").

**I. SUBJECT PROPERTY:**

Owner rents to Farmer, and Farmer rents from Owner, upon the terms and conditions set forth in this Rental Agreement, *a part of* the real estate situated in Turtle Creek Township, Warren County, Ohio consisting of **10.810 acres**, identified as Parcel No. 08-14-300-003 & Auditor Acct. No. 5332550 and illustrated in Attachment "A" which are the only lands subject of this rental agreement (hereinafter "Subject Property"), unless otherwise provided herein.

**II. TERM:**

This Rental Agreement is for a term of one (1) year beginning on April 1, 2022 and ending on November 1, 2022. This term shall not be renewed or extended, nor shall the Farmer hold over, without the parties entering into a new Rental Agreement.

**III. RENT:**

Farmer, without prior demand and without deduction or setoff whatsoever, shall pay an annual rental payment hereinafter set forth. Said obligation to pay the rent shall survive the termination of this Rental Agreement. For and during the term of this Rental Agreement, Farmer shall pay a rate of **NINETY DOLLARS (\$ 90.00)** per acre for **10.810 acres** farmed for a total annual rent in the amount of **NINE HUNDRED SEVENTY TWO DOLLARS AND NINETY CENTS (\$ 972.90)**, in the form of cash, money order, bank certified or cashier's check, on the **1<sup>st</sup> day of November, 2022**. If rent is not received by Owner within thirty (30) days of the due date, a late charge of ten percent (10%) of the past due amount shall be added to the rental payment every thirty (30) days until paid in full. This obligation to pay rent, however, shall survive any election of default or eviction and the rent due shall remain due and owing even in the event of forfeiture of crops.

**IV. LAND USE AND RESTRICTIONS ON USE OF PROPERTY:**

Farmer shall use the Property only for agricultural purposes limited to the planting, cultivating and harvesting of row crops. Farmer agrees to furnish all his own materials (including but not limited to fertilizers, herbicides, insecticides, pesticides and seed),

tools, equipment and machinery for the farming operations and to keep any buildings, fences, and other improvements in as good repair as they now are except for ordinary wear, loss by fire and other casualty.

Farmer agrees to take good care of the Property, to cultivate, fertilize, maintain, and manage the Property and the soil in a careful and prudent manner, to control soil erosion as completely as practicable and to comply with all applicable laws, including, but not limited to, laws pertaining to the protection of the environment. Farmer agrees that access to the property subject of this agreement is limited to ingress/egress through a gate in the fence line along the remainder of the Jameson farm, unless otherwise agreed to by a member of the Board of Trustees of the Warren County Airport Authority.

Farmer shall not identify the Subject Property for purposes of, nor shall Farmer allow any lender, vendor, supplier or materialmen to cause an artisan, crop, materialmen or mechanic's lien to be filed of public record.

**V. INSURANCE AND LIABILITY:**

Farmer shall maintain general liability insurance suitable and customary for farming operations for personal injury, death and property damage, and adequate workers' compensation and unemployment insurance in compliance with the laws, statutes, and regulations of the State of Ohio. Farmer will provide Owner with certificates of all such insurance at the time of execution of this Rental Agreement. Any personal property kept on the Property by Farmer shall be at Farmer's sole risk and it shall be Farmer's responsibility to insure such personal property.

**VI. TAXES:**

During the term of this Rental Agreement, Owner shall pay all real estate taxes and assessments on the Property, if any. Owner shall be solely responsible for filing the annual CAUV application, but Farmer shall cooperate with Owner in providing information, supporting documentation and affidavits, if requested by the County Auditor.

**VII. INDEMNIFICATION:**

Farmer shall indemnify, defend and save Owner and its officers, boards (including but not limited to the Board of Trustees of the Warren County Airport Authority), commissions, employees, agents, contractors and insurers harmless against any and all judgments, orders, claims, liabilities, losses, damages, insurance deductibles, costs to remove liens and other costs and expenses (including court costs, experts and attorneys fees) made against, imposed upon or incurred by Owner and its Property, and which arise directly or indirectly out of or in connection with any occurrence on or about the

Property, the use and occupancy of the Property by Farmer, his invitees, employees, agents, contractors, lenders, vendors, suppliers, materialmen, or the breach of any of Farmer's obligations under this Rental Agreement.

**VIII. RESERVATION OF RIGHT OF ENTRY:**

Owner and its agents reserve the right to enter upon the Property to inspect the same, to make improvements, to make abatements of the terms of this Rental Agreement, and for any and all other lawful purposes.

**IX. TERMINATION FOR CAUSE:**

Either party to this Rental Agreement may terminate the Agreement for cause.

**X. DEFAULT:**

It is agreed that any violation of this Rental Agreement by either party shall, after thirty (30) days written notice (during which the default may be cured), be just cause for immediately terminating this Rental Agreement and for immediately yielding possession of the Subject Property to Owner. Such termination shall be in addition to any other remedies that may be available at law or in equity.

**XI. YIELDING POSSESSION AT END OF RENTAL AGREEMENT:**

At the expiration of this Rental Agreement, Farmer will yield possession of the Subject Property to Owner without further notice, and in as good order and condition as when the same was entered upon by Farmer, loss by fire, other casualty, and ordinary wear and tear excepted.

**XII. ASSIGNMENT AND SUBLEASING:**

Farmer shall not assign this Rental Agreement or sublet the Subject Property in whole or in part without Owner's prior written consent. Subject to this limitation, this Rental Agreement shall be binding upon and inure to the benefit of Owner and Farmer and their respective heirs, personal representatives, successors and assigns.

**XIII. RELATIONSHIP:**

This Rental Agreement shall not be construed as giving rise to a partnership, and neither party shall be liable for debts or obligations of the other. The parties agree that Farmer is an independent contractor and not an employee of Owner and all work performed pursuant to this Rental Agreement will be performed according to his own methods and practices and shall not be subject to Owner's control in any manner.

Nothing in this agreement shall be construed to require Owner to pay compensation to Farmer of any third party for any investment, labor, cash outlay, and loss of or damage to growing crops.

**XIV. NOTICES:**

All notices required or permitted pursuant to the terms herein, shall be given by certified mail, return receipt requested, to the parties at the address set forth above unless such party gives written notice to the other party of a different address to which to direct such notice.

**XV. MISCELLANEOUS:**

This Rental Agreement sets forth the entire agreement of the parties and supersedes any prior understandings. This Rental Agreement may be modified only by written agreement of both parties. No waiver of any provision of this Rental Agreement shall be effective unless in writing, and no waiver on one occasion shall constitute a waiver on any further occasion. The provisions of this Rental Agreement shall be severable and the invalidity of one provision shall not affect any others. Any dispute arising out of or relating to this Rental Agreement shall be governed by the laws of the State of Ohio and the parties stipulate to exclusive venue being in a court of competent jurisdiction in Warren County, Ohio. This agreement shall not be recorded of public record.

**XVI. EXECUTION:**

IN WITNESS WHEREOF, Tom Reedy, the Farmer herein, has hereunto set his hand, on the date stated below.

FARMER:

James Lutmer  
Signature of Witness  
JAMES LUTMER  
Print Name of Witness

SIGNATURE: Reedy Farms LLC <sup>By</sup> Tom Reedy  
NAME: Tom Reedy  
DATE: 3-5-2022



IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Owner herein, has caused this Rental Agreement to be executed by Tom Grossmann, its President, on the date stated below, pursuant to the authority of Resolution No. 22-0564 adopted on 4-19-22.

OWNER:

SIGNATURE: 

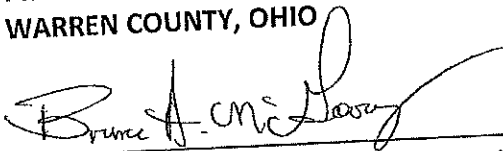
NAME: Tom Grossmann

TITLE: President

DATE: 4-19-22

Approved as to form:

DAVID P. FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO



By: Bruce A. McGary, Assistant Prosecutor

Date: 3/2/22

**CROP RENTAL AGREEMENT, 2022  
OF PART OF LANDS KNOWN AS THE MEYER FARM**

---

This Rental Agreement is made by and between the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter "Owner"), and **Tom Groh**, whose address is 2219 Triple Creek Court, Lebanon, OH 45036 (hereinafter "Farmer").

**I. SUBJECT PROPERTY:**

Owner rents to Farmer, and Farmer rents from Owner, upon the terms and conditions set forth in this Rental Agreement, *a part of* the real estate situated in Turtle Creek Township, Warren County, Ohio formerly described as 41 acres but is now identified as follows and illustrated in Attachment "A" due to a certain new survey:

<u>Acreage</u>	<u>Parcel No.</u>	<u>Auditor's Acct. No.</u>
14.804	08-13-200-008	5332477
26.196	08-13-200-009	5314364

all located at **1360 Mabrey Road, Lebanon, Ohio 45036**. Unless otherwise provided herein, the only lands to be farmed consists of 30.00 acres.

**II. TERM:**

This Rental Agreement is for a term of one (1) year beginning on April 1, 2022 and ending on November 1, 2022. This term shall not be renewed or extended, nor shall the Farmer hold over, without the parties entering into a new Rental Agreement.

**III. RENT:**

Farmer, without prior demand and without deduction or setoff whatsoever, shall pay an annual rental payment hereinafter set forth. Said obligation to pay the rent shall survive the termination of this Rental Agreement. For and during the term of this Rental Agreement, Farmer shall pay a rate of **NINETY DOLLARS (\$90.00)** per acre for **30 acres** farmed for a total annual rent in the amount of **TWO THOUSAND SEVEN HUNDRED DOLLARS (\$ 2,700.00)**, in the form of cash, money order, bank certified or cashier's check, on the **1<sup>st</sup> day of November, 2022**. If rent is not received by Owner within thirty (30) days of the due date, a late charge of ten percent (10%) of the past due amount shall be added to the rental payment every thirty (30) days until paid in full. This obligation to pay rent, however, shall survive any election of default or eviction and the rent due shall remain due and owing even in the event of forfeiture of crops.

**IV. LAND USE AND RESTRICTIONS ON USE OF PROPERTY:**

Farmer shall use the Property only for agricultural purposes limited to the planting, cultivating and harvesting of row crops. Farmer agrees to furnish all his own materials (including but not limited to fertilizers, herbicides, insecticides, pesticides and seed), tools, equipment and machinery for the farming operations and to keep any buildings, fences, and other improvements in as good repair as they now are except for ordinary wear, loss by fire and other casualty.

Farmer agrees to take good care of the Property, to cultivate, fertilize, maintain, and manage the Property and the soil in a careful and prudent manner, to control soil erosion as completely as practicable and to comply with all applicable laws, including, but not limited to, laws pertaining to the protection of the environment.

Farmer shall not identify the Subject Property for purposes of, nor shall Farmer allow any lender, vendor, supplier or materialmen to cause an artisan, crop, materialmen or mechanic's lien to be filed of public record.

Farmer shall not use the farm located at 1316 Mabrey Road or even the tillable land subject of this agreement for storage of any equipment, materials, supplies or any other items for longer than the minimum period of time reasonably necessary for purposes of planting, cultivating or harvesting crops.

**V. INSURANCE AND LIABILITY:**

Farmer shall maintain general liability insurance suitable and customary for farming operations for personal injury, death and property damage, and if applicable, adequate workers' compensation and unemployment insurance in compliance with the laws, statutes, and regulations of the State of Ohio. Farmer will provide Owner with certificates of all such insurance at the time of execution of this Rental Agreement. Any personal property kept on the Property by Farmer shall be at Farmer's sole risk and it shall be Farmer's responsibility to insure such personal property.

**VI. TAXES:**

During the term of this Rental Agreement, Owner shall pay all real estate taxes and assessments on the Property, if any. Owner shall be solely responsible for filing the annual CAUV application, but Farmer shall cooperate with Owner in providing information, supporting documentation and affidavits, if requested by the County Auditor.

**VII. INDEMNIFICATION:**

Farmer shall indemnify, defend and save Owner harmless against any and all judgments, orders, claims, liabilities, losses, damages, insurance deductibles, costs to remove liens and other costs and expenses (including court costs, experts and attorneys fees) made against, imposed upon or incurred by Owner and which arise directly or indirectly out of or in connection with any occurrence on or about the Property, the use and occupancy of the Property by Farmer, his invitees, employees, agents, contractors, lenders, vendors, suppliers, materialmen, or the breach of any of Farmer's obligations under this Rental Agreement.

**VIII. RESERVATION OF RIGHT OF ENTRY:**

Owner and its agents reserve the right to enter upon the Property to inspect the same, to make improvements, to make abatements of the terms of this Rental Agreement, and for any and all other lawful purposes.

**IX. TERMINATION FOR CAUSE:**

Either party to this Rental Agreement may terminate the Agreement for cause.

**X. DEFAULT:**

It is agreed that any violation of this Rental Agreement by Farmer shall, after thirty (30) days written notice (during which the default may be cured), be just cause for immediately terminating this Rental Agreement and for immediately yielding possession of the Subject Property to Owner. Such termination shall be in addition to any other remedies that may be available at law or in equity.

**XI. YIELDING POSSESSION AT END OF RENTAL AGREEMENT:**

At the expiration of this Rental Agreement, Farmer will yield possession of the Subject Property to Owner without further notice, and in as good order and condition as when the same was entered upon by Farmer, loss by fire, other casualty, and ordinary wear and tear excepted.

**XII. ASSIGNMENT AND SUBLEASING:**

Farmer shall not assign this Rental Agreement or sublet the Subject Property in whole or in part without Owner's prior written consent. Subject to this limitation, this Rental Agreement shall be binding upon and inure to the benefit of Owner and Farmer and their respective heirs, personal representatives, successors and assigns.

**XIII. RELATIONSHIP:**

This Rental Agreement shall not be construed as giving rise to a partnership, and neither party shall be liable for debts or obligations of the other. The parties agree that Farmer is an independent contractor and not an employee of Owner and all work performed pursuant to this Rental Agreement will be performed according to his own methods and practices and shall not be subject to Owner's control in any manner.

Nothing in this agreement shall be construed to require Owner to pay compensation to Farmer of any third party for any investment, labor, cash outlay, and loss of or damage to growing crops.

**XIV. NOTICES:**

All notices required or permitted pursuant to the terms herein, shall be given by certified mail, return receipt requested, to the parties at the address set forth above unless such party gives written notice to the other party of a different address to which to direct such notice.

**XV. MISCELLANEOUS:**

This Rental Agreement sets forth the entire agreement of the parties and supersedes any prior understandings. This Rental Agreement may be modified only by written agreement of both parties. No waiver of any provision of this Rental Agreement shall be effective unless in writing, and no waiver on one occasion shall constitute a waiver on any further occasion. The provisions of this Rental Agreement shall be severable and the invalidity of one provision shall not affect any others. Any dispute arising out of or relating to this Rental Agreement shall be governed by the laws of the State of Ohio and the parties stipulate to exclusive venue being a court of competent jurisdiction in Warren County, Ohio. This agreement shall not be recorded of public record.

**XVI. EXECUTION:**

IN WITNESS WHEREOF, Tom Groh, the Farmer herein, has hereunto set his hand, on the date stated below.

FARMER:

SIGNATURE: Tom Groh

NAME: Tom Groh

DATE: 3-7-2022

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Owner herein, has caused this Rental Agreement to be executed by Tom Grossmann, its President, on the date stated below, pursuant to the authority of Resolution No. 22-0564 adopted on 4-19-22.

OWNER:

SIGNATURE: 

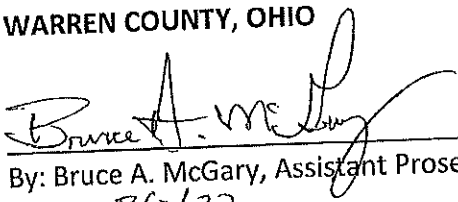
NAME: Tom Grossmann

TITLE: President

DATE: 4-19-22

Approved as to form:

DAVID P. FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

  
By: Bruce A. McGary, Assistant Prosecutor  
Date: 3/2/22

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

# Resolution

Number 22-0565

Adopted Date April 19, 2022

ENTER INTO A PREVENTATIVE MAINTENANCE AGREEMENT WITH DEBRA-KUEMPEL ON BEHALF OF THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT

BE IT RESOLVED, to enter into a preventative maintenance services agreement with DeBra-Kuempel, Inc., 2268 N. Moraine Dr., Moraine, OH 45439 for the HVAC systems at the Warren County Jail & Sheriff's Office, 822 Memorial Dr. 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 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: C/A—DeBra-Kuempel, Inc.  
Facilities Management (file)

**EQUIPMENT SCHEDULE**

Customer: Warren County Jail  
Address: 822 Memorial Drive  
Lebanon, Ohio 45036

Page 1 of 2

Quantity	Equipment	Manufacturer	Model #	Serial #	Location
1	Air Handler	Daiken	CAH047GDCM	FBOU191201191	C-POD
3	High Efficiency Water Heaters	State Ultra Force	SUF-100-199-NE300	**	C-POD
1	Air Handler	Daiken	CAH047GDCM	FBOU191201192	B-POD
3	High Efficiency Water Heaters	State Ultra Force	SUF-100-199-NE300	**	B-POD
1	Air Handler	Daiken	CAH047GDCM	FBOU191201189	A-POD
3	High Efficiency Water Heaters	State Ultra Force	SUF-100-199-NE300	**	A-POD
1	Air Handler	Daiken	CAH047GDCM	FBOU191201190	MAIN MECHANICAL ROOM
1	Air Handler	Daiken	CAH047GDCM	FBOU191201193	MAIN MECHANICAL ROOM
1	Air Handler	Daiken	CAH047GDCM	FBOU191201194	MAIN MECHANICAL ROOM
1	High Efficiency Boiler	Lochnivar	FBN3001	2005-117930215	MAIN MECHANICAL ROOM
1	High Efficiency Boiler	Lochnivar	FBN3001	2006-118088704	MAIN MECHANICAL ROOM
7	Circulating Pumps	WEG	025360T3E256T-SG	**	MAIN MECHANICAL ROOM
2	Boiler Circulating Pumps	Baldor	M35L509M495G1	**	MAIN MECHANICAL ROOM

\*\*DeBra-Kuempel Inc. technician will acquire any omitted equipment information during first Preventive Maintenance visit.



## EQUIPMENT SCHEDULE

Customer: Warren County Jail  
Address: 822 Memorial Drive  
Lebanon, Ohio 45036

Page 2 of 2

Quantity	Equipment	Manufacturer	Model #	Serial #	Location
6	Circulating Pumps (AHU)	B&G	PL-55	**	A,B,C Pod/Main Mechanical Room
1	Chiller	Daiken	AGZ211ETSEMNN00	STNU200100017	Roof
1	Chiller	Daiken	AGZ211ETSEMNN00	STNU200100018	Roof
1	Roof Top Unit	Daiken	MPS015BGDS35V	F022001289	Roof
1	Make Up Air Unit	Captive-Aire	A3-D-750-G18	**	Roof
1	Freezer	Kolpak	KPC249L0P-3EP	410232620	Roof
1	Cooler	Kolpak	PC99MOP-3	410232619	Roof
3	Mini-Split	Daiken	RK12AXVJU	**	Roof
24	Exhaust Fans	Captive-Aire	DU180HFA	**	Roof
39	Exhaust Fans	Cook	195-ACSC-195SC9B	**	Roof
1	Bag-in/Bag-out Exhaust	Camfil	M69845	**	Roof
2	High Efficiency Water Heaters	State Ultra Force	SUF-100-199-NE300	**	MAIN MECHANICAL ROOM

\*\*DeBra-Kuempel Inc. technician will acquire any omitted equipment information during first Preventive Maintenance visit.

## WARREN COUNTY JAIL

	Winter Visit	Spring Visit	Summer Visit	Fall Visit
<b>(2) Air-Cooled Chiller</b>				
Inspect condenser coil, clean annually		X	X	X
Check condenser fan operation and record amp draw		X		
Check refrigerant charge		X		
Check and record suction and head pressure		X		
Check and record superheat		X		
Check and record subcooling		X		
Check and record temperature drop across evaporator		X		
Check and record compressor amp rating and draw		X		
Check compressor oil level		X		
Inspect and tighten all electrical connections		X		
Inspect all contactors and motor starters		X		
Check operation of high and low pressure switches		X		
Check operation of all safety controls		X		
Check cooling on/off setpoints		X		
Check all control electrical connections		X		
Check operation of microprocessor		X		
Check flow switch operation		X		
Check for proper winterization procedure with low ambient		X	X	X
Complete air-cooled chiller log sheet		X	X	X
Make recommendations of any required repairs		X	X	X
<b>(6) Air Handling Unit - Chilled Water Cooling and Hot Water Heat</b>				
Check and align blower pulley and sheaves, if applicable		X		X
Check and lubricate motor and blower bearings		X		X
Inspect blower wheel		X		X
Check and adjust blower belt, replace annually, if applicable		X		X
Inspect electrical connections		X		X
Inspect contactor and motor starters		X		X
Replace Pre-filters Quarterly	X	X	X	X
Replace Post-filters Annually				X
Check condensate pan and drain, clean annually		X		
Tighten electrical connections		X		
Inspect chilled water coil		X		
Check chilled water valve		X		
Check temperature drop across chilled water coil		X		
Check and record blower motor amp rating and draw		X		
Check economizer operation, if applicable		X		X
Inspect hot water coil				X
Check hot water valve				X
Check limit controls				X
Check temperature rise across hot water coil				X
Make recommendations of any required repairs	X	X	X	X

## WARREN COUNTY JAIL

	Winter Visit	Spring Visit	Summer Visit	Fall Visit
<b>(2) High Efficiency Lochnivar Boilers</b>				X
Inspect spark plug - replace as needed				X
Inspect diaphragm of fail/gas valve				X
Inspect gas valve operation				X
Inspect combustion chamber seal				X
Inspect flame trap				X
Inspect low water cut-off operation				X
Check operation of flame safety				X
Check operation of reset program				X
Check aquastat operation				X
Check and record gas pressure				X
Inspect vent and air intake for blockage				X
Check and clean condensate line				X
Make recommendations of any required repairs				X

	Winter Visit	Spring Visit	Summer Visit	Fall Visit
<b>(15) Chilled Water Circulating Pumps</b>				X
Inspect motor bearings		X		X
Lubricate motor bearings		X		X
Inspect pump couplings		X		X
Inspect pump bearings, lubricate as required		X		X
Inspect and tighten all electrical connections		X		X
Inspect contactor and motor starters		X		X
Check and record motor amperages		X		X
Make recommendations of any required repairs		X		X

	Winter Visit	Spring Visit	Summer Visit	Fall Visit
<b>(63) Exhaust Fans</b>				X
Inspect blower wheel				X
Check motor bearings, lubricate if required				X
Check shaft bearings, lubricate if required				X
Inspect belt, replace annually, if applicable				X
Inspect fan housing				X
Check motor starter contacts				X
Check and record motor amperages				X
Make recommendations of any required repairs				X

## WARREN COUNTY JAIL

(2) Make-Up Air Unit	Winter Visit	Spring Visit	Summer Visit	Fall Visit
Inspect blower wheel		X		X
Check motor bearings, lubricate if required		X		X
Check shaft bearings, lubricate if required		X		X
Inspect belt, replace annually		X		X
Inspect fan housing		X		X
Check motor starter contacts		X		X
Check and record motor amperages		X		X
Check and clean burner annually		X		X
Check CO2 sensors		X		X
Make recommendations of any required repairs		X		X

(3) Dalkin Mini Splits	Winter Visit	Spring Visit	Summer Visit	Fall Visit
Check outdoor coil for cleanliness and clean annually		X		X
Inspect indoor coil for cleanliness		X		X
Inspect blower for cleanliness		X		X
Tighten all electrical connections		X		X
Check condenser fan blades for tightness		X		X
Inspect contactors		X		X
Check and record running and starting amperages		X		X
Check temperature drop across evaporator coil		X		X
Inspect overall operation of unit		X		X
Visual inspection		X		X
Make recommendations of any required repairs		X		X

## WARREN COUNTY JAIL

(1) Package Unit - DX Cooling and Gas Heat	Winter Visit	Spring Visit	Summer Visit	Fall Visit
Check and align blower pulley and sheaves, if applicable		X		X
Check and lubricate motor and blower bearings		X		X
Inspect blower wheel		X		X
Check and adjust blower belt, replace annually, if applicable		X		X
Inspect electrical connections		X		X
Inspect contactor and motor starters		X		X
Replace air filters	X	X	X	X
Inspect evaporator coil		X		
Check condensate pan and drain, clean annually		X		
Tighten electrical connections		X		
Inspect condenser coil, clean annually		X		
Check refrigerant charge		X		
Check and record suction and head pressure		X		
Check and record superheat		X		
Check and record subcooling		X		
Check and record temperature drop across evaporator		X		
Check and record compressor amp rating and draw		X		
Check and record condenser fan amp rating and draw		X		
Check and record evaporator fan amp rating and draw		X		
Check compressor oil level, if applicable		X		
Check high- and low-pressure switches		X		X
Check economizer operation, if applicable				X
Pull and clean burner				X
Check gas pressure				X
Check heat exchanger				X
Check operation of flame safety				X
Check operation and lubricate ventor fan				X
Check and clean pilot				X
Check limit controls				X
Inspect flue				X
Check temperature rise across heat exchanger		X		X
Make recommendations of any required repairs				

## WARREN COUNTY JAIL

(1) Walk-In Cooler	Winter Visit	Spring Visit	Summer Visit	Fall Visit
Clean condenser		X		X
Check refrigeration charge		X		X
Check operating and safety controls		X		X
Charge evaporator for cleanliness		X		X
Check condensate drain		X		X
Check drain heater		X		X
Check box temperature		X		X
Check door seal and closer		X		X
Check and record amperage draw of compressor		X		X
Check and record amperage draw of fans		X		X
Make recommendations of any required repairs		X		X

(1) Walk-In Freezer	Winter Visit	Spring Visit	Summer Visit	Fall Visit
Clean condenser		X		X
Check refrigeration charge		X		X
Check operating and safety controls		X		X
Charge evaporator for cleanliness		X		X
Check condensate drain		X		X
Check drain heater		X		X
Check box temperature		X		X
Check door seal and closer		X		X
Check and record amperage draw of compressor		X		X
Check and record amperage draw of fans		X		X
Make recommendations of any required repairs		X		X

(11) High Efficiency Gas Hot Water Heaters	Winter Visit	Spring Visit	Summer Visit	Fall Visit
Pull and clean burner				X
Inspect tank				X
Check relief valve				X
Flush out bottom of tank				X
Replace condensate Neutralizer				X
Clean pilot assembly				X
Clean spark igniter				X
Check flame safeties				X
Check calibration of operation control				X
Make recommendations of any required repairs				X

## SOLUTION OVERVIEW

- ◆ The following are a few benefits that Warren County Jail will receive by implementing a Preventive Maintenance program with DeBra-Kuempel Inc.:
  - Optimum comfort levels
  - Reduced downtime of equipment
  - Reduced premature equipment failures
  - Extended equipment life
  
- ◆ Upon start-up you will receive:
  - Assigned lead and backup technicians
  - A guaranteed priority response time (24/7/365)
  - Reduced labor rate
  - Electronic Service Reporting
  
- ◆ Annual condenser coil cleaning and coil cleaner is included.
  
- ◆ Pleated filters and filter service are included at various frequencies throughout this Preventive Maintenance Agreement.
  
- ◆ Belts are included one (1) time per year, where applicable.

## PREVENTIVE MAINTENANCE AGREEMENT

This agreement is between DeBra-Kuempel Inc. and:

Customer Name:	Warren County Jail	Contact Name:	Mr. Justin Kildow
Address:	822 Memorial Drive Lebanon, Ohio 45036	Phone:	(513) 267-7625
		Email:	Justin.Kildow@co.warren.oh.us
		Effective Date:	February 1, 2022
		Service Interval:	Quarterly

### INVESTMENT

Pricing: DeBra-Kuempel Inc. will perform the services as outlined previously for the sum of: Twenty-Nine Thousand Nine Hundred Eighty-Six Dollars (\$29,986.00) per year, to be billed quarterly at \$7,496.50.

Note: DeBra-Kuempel Inc. will offer a 2.5% discount off the annual amount if the annual amount is "paid in Full" within 30 days of the contract agreement date.

This proposal is made contingent upon the work addressed herein not being adversely affected, either directly or indirectly, by the COVID-19 pandemic and/or the Corona virus, and is further conditioned upon the parties agreeing, prior to beginning of any work and in writing as part of any contract, that any (i) schedule issues (including, but not limited to, delays, access issues, or allowed work hours/off-hours work), (ii) overtime hours, or (iii) additional protocols, altered working conditions, or extra costs relating thereto, that arise as a result of the COVID-19 pandemic or corona virus will entitle contractor to an equitable adjustment for time for performance and costs.

### MULTI-YEAR OPTION

This service agreement can be extended to a three (3) year term at the time of signing. First and second year pricing will remain as above, and the third-year price will be \$31,485.00. Billing options will be the same as above.

Accept       Decline      Name: *Justin Kildow*

### EXECUTION BY AUTHORIZED REPRESENTATIVE

Accepted by:	<i>Warren County</i>	Submitted by:	DeBra-Kuempel Inc.
Signature:	<i>Tom Grossmann</i>	Signature:	<i>Bill Flaughner</i>
Name (printed):	Tom Grossmann	Name (printed):	Bill Flaughner
Title:	President	Title:	Vice President
Date:	4-19-22	Date:	11/26/22





**DeBra-Kuempel**  
An EMCOR Company



WARREN COUNTY

**TERMS & CONDITIONS**

- We agree to furnish labor and material to provide the recommended preventive maintenance for the equipment specified on the attached equipment list and at intervals specified above.
- Services required but not specifically included by this agreement will be performed at your request at our prevailing time and material rates. Under this agreement, DeBra-Kuempel Inc. agrees to provide the customer with reports indicating service work performed.
- We agree to set up a schedule whereby our servicemen will start with the Owner's choice of any section of the building and proceed as designated. Each time a serviceman visits the Owner's building, he will start by reporting his presence to the person or persons that the Owner designates.
- The Owner agrees to provide access to all equipment. *Any job which involves the use of equipment shall be performed by our authorized work hours only. It is understood that the use of equipment shall be based on a written order from the Owner. The use of equipment shall be at the discretion of DeBra-Kuempel Inc. and shall be subject to the availability of the equipment. DeBra-Kuempel Inc. shall not be responsible for the availability of equipment for the performance of work.*
- It is mutually understood that the equipment listed in this agreement is in proper operating condition. Upon the initial service inspection or start-up, if any repairs are necessary, this agreement will not be binding until these conditions have been corrected. Such corrections will be performed by DeBra-Kuempel Inc. on a charge basis at prevailing rates for material and labor. Acceptance of this agreement does not bind DeBra-Kuempel Inc. to make corrections in design or installation of the equipment.
- This agreement excludes and DeBra-Kuempel Inc. will not be responsible for labor and/or material or equipment required or recommended by insurance companies, governmental agencies or codes, or union regulations, or necessitated by design or installation deficiencies.
- This agreement excludes and DeBra-Kuempel Inc. will not be responsible for food spoilage, loss of business, delays or repairs caused or necessitated by damage due to freezing, flooding of submersible or water cooled coils or condensers, water in oil tank, unusual weather exposures, strikes, lock-outs, acts of God, acts of government, or other conditions beyond DeBra-Kuempel Inc.'s control, misuse of equipment or operation of the equipment in a manner contrary to DeBra-Kuempel Inc.'s advice and instructions, or work of materials furnished by any other party.
- This agreement shall begin upon acceptance and shall remain in force and effect for a period of one year and from year to year thereafter until canceled. This agreement may be canceled by either party by written notification to the other party at least thirty (30) days prior to the desired termination date. Upon mutual consent, this agreement may be adjusted on any agreement anniversary date for changes in labor and material costs. Upon early termination or expiration of this agreement, DeBra-Kuempel Inc. shall have access to enter customer locations to disconnect and remove any DeBra-Kuempel Inc. personal proprietary property or devices as well as remove any DeBra-Kuempel Inc.-owned parts, tools and personal property. Additionally, customer agrees to pay DeBra-Kuempel Inc. for all incurred but unperformed service costs performed by DeBra-Kuempel Inc. including overheads and a reasonable profit, not to exceed the annual contract amount.
- DeBra-Kuempel Inc. may cancel this agreement immediately in the event of delinquency of payment.

*be allowed supervised*

*OK BK 4/24/22*

*OK BK 4/24/22*

Including the right of the Seller to repossess said equipment and materials with or without legal process. *When any of the said equipment and materials have been installed pursuant to this contract, then as to that part of said equipment and materials which has been installed and the labor and service related thereto, the Seller shall have a lien in said equipment and materials to the extent of the cost of the equipment and materials, together with the applicable labor and service charges. Payment due Seller under this contract is payable on receipt of Seller's Invoice. Service charges at the rate of 1 1/2% per month (as stated on our Invoices) will be charged on all past due accounts.*

*10609 4/24/22*

**WARRANTIES AND LIMITS OF LIABILITY**

The Seller, unless equipment is sold without service, shall furnish and install, free of charge, such part or parts of the machinery and apparatus sold hereunder that may become defective in workmanship or material within one year from the date of delivery or installation. The seller's obligation shall be merely to furnish and install duplicate parts as provided herein, and the seller shall not be liable for defects arising from normal wear or tear, or breakage caused by carelessness or negligence in operation, nor is Seller responsible for any alterations that may be made in the machinery and equipment without its consent. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. The Seller shall not be held liable or accountable for damages or delays in installation or service due to strikes, accidents, fires, labor difficulties, engineering or design defects, or the inability to procure material from the usual sources of support or for any contingencies that are unavoidable or beyond the control of the Seller. Seller shall not be responsible for any damages incurred due to the inability of the building structure to properly support the equipment to be installed in this proposal. Seller shall not be responsible for any consequential damage or spoilage due to the installation, operation or use or manner of service of any equipment. All labor is to be performed during Seller's regular working hours unless so specified otherwise in writing.

**INSTALLATION AND COMPLETION**

Unless specifically enumerated in proposal as Seller's responsibility, Purchaser is responsible for providing access (and removing structures or objects which interfere with this access) to equipment installation location, for structural supports for all equipment supplied, for local permits and codes, for providing adequate utility source (gas, electric, steam, water) adjacent to equipment. Completion dates are estimates only. No contract will be made to complete on a specified date unless in writing, signed by the President or a Vice-President of the Seller.

**INSURANCE**

Purchaser agrees to insure said merchandise against the hazards of fire at Purchaser's sole cost and to be responsible in any event for any loss or damage to the said machinery and equipment by fire, theft, or other casualty. Purchaser agrees to assign to the Seller upon request the proceeds of any insurance paid by reason of loss from any cause whatsoever to the merchandise described herein. Seller shall apply said proceeds to the balance due by the Purchaser under this contract.

No transfer, renewal, extension or assignment of this contract or any interest hereunder or loss, injury, or destruction of said property shall release the Purchaser from his obligation hereunder. Every assignee of the Seller and/or its assigns shall be entitled to all the rights and remedies of the seller. The term "Seller" wherever used in this contract includes Seller's successors and assigns, unless otherwise defined.

Prior to written acceptance by Seller, the Seller shall have no responsibility for any work performed or financial obligations incurred by or on behalf of the Purchaser in anticipation of Seller's acceptance.

**NO MODIFICATIONS**

This contract and any modification or amendment to this Proposal shall not be modified, amended, or restricted except by written agreement signed by an authorized official of each party, expressly referring to this contract. The Purchaser understands that no sales person or other representative of the Seller has the authority to make any agreement, contract, warranty, term, promise, condition or understanding, express or implied, which is not expressed herein or in a written modification of this contract signed by authorized officials of each party.

**REMEDIES OF SELLER**

Prior to the installation of the equipment and materials to be furnished and sold pursuant to this contract, title to said equipment and materials shall remain the Seller's, and, in the case of non-payment, Seller shall be entitled to any and all remedies of an unpaid seller under the Ohio Uniform Commercial Code.

**APPROVED AS TO FORM**

*Kathryn M. Horvath*  
**Kathryn M. Horvath**

**Building Relationships. Building Solutions.**  
Ass. Pro.

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

# Resolution

Number 22-0566

Adopted Date April 19, 2022

DECLARE AN EMERGENCY AND WAIVE COMPETITIVE BIDDING FOR THE IMMEDIATE REPLACEMENT OF BROKEN WINDOWS AT THE JAIL

WHEREAS, two glass-clad polycarbonate windows were damaged by an inmate; and

WHEREAS, the broken windows are a security risk and need immediate replacement; and

NOW THEREFORE BE IT RESOLVED, to authorize the immediate replacement of the broken windows; and


BE IT FURTHER RESOLVED, to approve Purchase Order #22001582 to Allied Glass and Mirror Co. in the amount of \$3,857.34 for the replacement windows.

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 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Facilities Management (file)

# Resolution

Number 22-0567

Adopted Date April 19, 2022

## ADVERTISE FOR BIDS FOR ICE AND WATER MACHINE RENTAL

BE IT RESOLVED, to advertise for bids for Ice & Water Machine Rental for Facilities Management; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County website, beginning the week of April 24, 2022; bid opening to be May 11, 2022 @ 10:00 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 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP

cc: Facilities Management (file)  
OMB Bid file

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

# Resolution

Number 22-0568

Adopted Date April 19, 2022

## INCREASE HOURLY LABOR RATE CHARGED BY THE WARREN COUNTY GARAGE TO NON-WARREN COUNTY ENTITIES

WHEREAS, pursuant to Resolution #16-2000, adopted December 20, 2016, this Board adopted an increase in the hourly labor rate charged by the Warren County Garage for Non-Warren County entities, and

WHEREAS, as the cost of labor and operational expenses of the Garage have increased, it is necessary to increase the hourly rate charged; and

NOW THEREFORE BE IT RESOLVED, to increase the following hourly labor rate charged by the Warren County Garage to Non-Warren County entities as follows:


\$70.00 per hour effective July 1, 2022, and then  
\$85.00 per hour effective January 1, 2023

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 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Garage (file)

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

# Resolution

Number 22-0569

Adopted Date April 19, 2022

AUTHORIZE ACCEPTANCE OF QUOTE NO. Q-464738 FROM ESRI (ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.) ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, ESRI will provide License and Maintenance (Software) for Warren County Telecommunications Department and


NOW THEREFORE BE IT RESOLVED, to accept Q-464738 between ESRI and Warren County Telecommunications Department for License and Maintenance; as attached hereto and 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 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—ESRI  
Telecom (file)



# Quotation # Q-464738

Date: February 25, 2022

Environmental Systems Research Institute, Inc.  
 380 New York St  
 Redlands, CA 92373-8100  
 Phone: (909) 793-2853 Fax: (909) 307-3049  
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 269966 Contract #

County of Warren  
 Public Safety Network &  
 500 Justice Dr  
 Lebanon, OH 45036-2379

*To expedite your order, please attach a copy of this quotation to your purchase order.  
 Quote is valid from: 2/25/2022 To: 5/26/2022*

ATTENTION: David Shiverdecker  
 PHONE:  
 EMAIL: david.shiverdecker@wcoh.net

Material	Qty	Unit Price	Total
154283	1	\$6,183.00	\$6,183.00
ArcGIS Desktop Extensions Single Use Perpetual License			

Subtotal:	\$6,183.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
<b>Total:</b>	<b>\$6,183.00</b>

The extension bundle includes ArcMap & ArcGIS Pro for:  
 ArcGIS 3D Analyst  
 ArcGIS Data Interoperability  
 ArcGIS Data Reviewer  
 ArcGIS Geostatistical Analyst  
 ArcGIS Image Analyst\*  
 ArcGIS Network Analyst  
 ArcGIS Publisher  
 ArcGIS Schematics  
 ArcGIS Spatial Analyst  
 ArcGIS Tracking Analyst  
 ArcGIS Workflow Manager  
 ArcGIS LocateXT  
 \*Pro Only"

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Wes Jeter	<b>Email:</b> wjeter@esri.com	<b>Phone:</b> 909 793 2853 x6402
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p>		

*This offer is limited to the terms and conditions incorporated and attached herein.*



Environmental Systems Research Institute, Inc.  
 380 New York St  
 Redlands, CA 92373-8100  
 Phone: (909) 793-2853 Fax: (909) 307-3049  
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

**Quotation # Q-464738**

Date: February 25, 2022

Customer # 269966 Contract #

County of Warren  
 Public Safety Network &  
 500 Justice Dr  
 Lebanon, OH 45036-2379

ATTENTION: David Shiverdecker  
 PHONE:  
 EMAIL: david.shiverdecker@wcoh.net

To expedite your order, please attach a copy of  
 this quotation to your purchase order.  
 Quote is valid from: 2/25/2022 To: 5/26/2022

The following items are optional items listed for your convenience.  
 These items are not included in the totals of this quotation.

Material	Qty	Unit Price	Total
168630	1	\$1,500.00	\$1,500.00
ArcGIS Desktop Extensions Single Use Primary Maintenance			

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:  
 Wes Jeter

Email:  
 wjeter@esri.com

Phone:  
 909 793 2853 x6402

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

This offer is limited to the terms and conditions incorporated and attached herein.



# Quotation # Q-464738

Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853 Fax: (909) 307-3049  
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Date: February 25, 2022

Customer # 269966 Contract #

County of Warren  
Public Safety Network &  
500 Justice Dr  
Lebanon, OH 45036-2379

To expedite your order, please attach a copy of this quotation to your purchase order.  
Quote is valid from: 2/25/2022 To: 5/26/2022

ATTENTION: David Shiverdecker  
PHONE:  
EMAIL: david.shiverdecker@wcoh.net

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$ \_\_\_\_\_ PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

- I agree to pay any applicable sales tax.
- I am tax exempt, please contact me if exempt information is not currently on file with Esri.

*Tom Grossmann*  
Signature of Authorized Representative  
Tom Grossmann  
Name (Please Print)  
President  
Title

4-19-22  
Date

APPROVED AS TO FORM  
*Adam M. Nice*  
Adam M. Nice  
Asst. Prosecuting Attorney

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Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Wes Jeter	Email: wjeter@esri.com	Phone: 909 793 2853 x6402
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p>		

This offer is limited to the terms and conditions incorporated and attached herein.



## Product-Specific Terms of Use

The following list identifies additional terms of use that apply to specific Products. Each Product listing identifies one or more footnotes that apply to that Product. These footnotes supplement the terms of this Agreement. The definitions for each footnote follow the list. Unless otherwise noted in the applicable Ordering Document, extensions to a Product follow the same scope of use as that granted for the corresponding Product. In addition to the definitions within the Master Agreement, the following definitions will apply to the Product-Specific Terms of Use:

- "Authentication" means using any Esri provided mechanism that enables access to ArcGIS Platform location services. See Security and Authentication documentation (<https://developers.arcgis.com/documentation/mapping-apis-and-services/security/>) for current list of Authentication mechanisms).

### Desktop Products

- ArcGIS Desktop (Advanced, Standard, or Basic) (26)
- ArcGIS Earth (20; 65)
- ArcGIS Explorer Desktop (20)
- ArcGIS for AutoCAD (20)
- ArcPad (13)
- ArcReader (20)
- ArcGIS for Personal Use (3; 26)
- ArcGIS CityEngine (78)

### Server Products

- ArcGIS Enterprise
  - Standard or Advanced (17; 21; 23; 31; 87)
  - Workgroup Standard or Advanced (21; 23; 26; 28; 29; 30; 87)
  - ArcGIS GIS Server (Standard or Advanced) (31)
  - ArcGIS GIS Server Basic (31; 39)
  - ArcGIS GIS Server Workgroup (Standard or Advanced) (26; 28; 29; 30)
  - ArcGIS GIS Server Workgroup Basic (26; 39)
  - ArcGIS Maritime (2)
- ArcGIS Enterprise Optional Capability Servers:
  - ArcGIS Image Server, ArcGIS GeoEvent Server, ArcGIS GeoAnalytics Server, and ArcGIS Notebook Server Standard (31)
- ArcGIS Enterprise Workgroup Optional Capability Servers:
  - ArcGIS Image Server, ArcGIS GeoEvent Server, ArcGIS GeoAnalytics Server, and ArcGIS Notebook Server Standard (4)
- ArcGIS Business Analyst Enterprise (17; 21; 23; 31; 87)
- ArcGIS World Geocoder Basic (67)

### Developer Products

- ArcGIS Developer Subscription
  - All Plans (24; 26; 66; 68; 89; 91; 94; 95; 97)
    - Active subscriptions with an effective start date prior to January 27, 2021 (79)
    - Active subscriptions with an effective start date after January 26, 2021 (88)
  - Builder, Professional, Premium, or Enterprise Plans (77, 92)
  - Essentials Plan (90)
  - ArcGIS AppStudio Developer Edition (11; 16; 19)
  - ArcGIS Runtime SDK for Android, iOS, Java, macOS, .NET, Qt, or WPF (16; 19)
  - ArcGIS Engine Developer Kit and Extensions (16; 19; 22; 26)
  - ArcGIS Web API for JavaScript (16; 64)
  - ArcGIS CityEngine SDK and Procedural Runtime (19)

- ArcGIS Runtime Deployment License for Android, iOS, Java, Mac OS X, .NET, Qt, or WPF
  - Lite (15)
  - Basic or Standard (1; 14; 15; 18)
  - Advanced (14; 15; 18)
- ArcGIS Engine Deployment License for Windows/Linux and Extensions (15; 22; 26)
- Esri File Geodatabase API (47)

#### Mobile

- ArcGIS Navigator (14)

#### Other

- ArcGIS Hub (85)
- ArcGIS Indoors (86)
- ArcGIS Maps for Adobe Creative Cloud Complimentary user (74)
- ArcGIS Insights (17)
- Site Scan for ArcGIS Operator license (32; 33)

#### Online Services

- ArcGIS Online subscriptions are available through multiple Selling Programs:
  - Commercial Retail, EAs; and Government Programs (23; 66; 68; 69; 70; 82; 93; 96)
  - Education Programs (23; 66; 68; 69; 70; 71; 82; 93; 96)
  - Non-profit Programs (23; 66; 68; 69; 70; 71; 82; 93; 96)
- Public Plan (66; 68; 74; 75; 76; 80)
  - Customer under the following categories have these additional rights:
    - Commercial Retail (72)
    - enterprise agreements (72)
    - Government (72)
    - NGO/NPO (72)
    - Press/Media Programs (72)
    - Education Programs (71)
- ArcGIS AEC Project Delivery Subscription (83)
- ArcGIS Velocity (25)

#### Footnotes:

1. May not be used to edit an enterprise geodatabase via Direct Connect.
2. Not for use in navigation.
3. Licensed for personal, noncommercial use only.
4. – Limited to 1 four-core server.
  - Can be installed on a separate machine.
- 5–10. Reserved.
11. Applications built with ArcGIS AppStudio Developer Edition are subject to the terms of use for ArcGIS Runtime Deployment License.
12. Reserved.
13. Licensed as a Dual Use License.
14. May be used for navigational purposes.
15. Licensed as a Deployment License.
16. Customer may use the SDKs or APIs to create Value-Added Applications and distribute and license those Value-Added Applications to its end users to use anywhere not prohibited under export regulation.
17. Customer shall not redistribute Oracle Instant Client libraries or their documentation that is included with the Oracle Instant Client libraries. The Uniform Computer Information Transaction Act (UCITA) shall not apply to Customer's use of the Oracle Instant Client libraries.
18. The Deployment License is per Value-Added Application per computer for stand-alone applications.
19. License may not be used to develop Internet or server-based Value-Added Applications.
20. Licensed as a Redistribution License.

21. See Master Agreement <https://www.esri.com/legal/software-license> for additional terms of use for Named User Licenses.
22. a. An end user must acquire a license in either ArcGIS Engine for Windows/Linux Software or other ArcGIS Desktop Software (Basic, Standard, or Advanced) to obtain the right to run an ArcGIS Engine application on 1 computer; and
  - b. The ArcGIS Engine for Windows/Linux extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine Value-Added Applications. A single user can have multiple ArcGIS Engine Value-Added Applications installed on 1 computer for use only by that end user.
23. System to System Communication
  - a. Customer may use a basic service login to enable one-way, read-only, system-to-system communications from ArcGIS Enterprise or ArcGIS Online to other third-party, enterprise business system(s) in the customer's organization. Customer may use a Viewer Named User Credential or Level 1 Named User Credential as a basic service login until Esri implements an actual service login credential. A specific Viewer Named User Credential or Level 1 Named User Credential used as a basic service login credential may only be used for system-to-system integration purposes and may not also be used by a Named User to access the system.
  - b. Customer may use a standard service login to enable two-way, read-write, system-to-system communications between ArcGIS Enterprise or ArcGIS Online and other third-party, enterprise business system(s) in the customer's organization. Customer may use an Editor (or higher) Named User Credential or Level 2 Named User Credential as a standard service login until Esri implements an actual service login credential. A specific Editor (or higher) Named User Credential or Level 2 Named User Credential used as a standard service login credential may only be used for system-to-system integration purposes and may not also be used by a Named User to access the system.
24. Software may be used only for the purposes of development, testing, and demonstration of a prototype Value-Added Application and creating map caches. Customer may use Value-Added Applications and map caches with ArcGIS Enterprise Staging Server Licenses and Deployment Server Licenses. Software and Data may be installed on multiple computers for use by any ArcGIS Developer Subscribers with Builder or higher plan subscriptions; all other Software is licensed as a Single Use License.
25. An ArcGIS Velocity subscription includes a given storage and compute or item capacity as described in the Ordering Document. As Customer creates ArcGIS Velocity services, compute and storage capacity is utilized, up to the total capacity available. Customers of the Advanced license level may purchase a limited number of ArcGIS Velocity Item Units and ArcGIS Velocity Storage Units to augment their capacity. Customers of the Dedicated license level may purchase additional ArcGIS Velocity Storage Units and ArcGIS Velocity Compute Units as needed. Esri will notify Customer's subscription account administrator when Customer's compute consumption reaches approximately 75 percent or when storage consumption reaches approximately 50 percent of the capacity allocated to Customer through Customer's subscription. Esri reserves the right to suspend Customer's creation of additional ArcGIS Velocity services or suspend existing ArcGIS Velocity services if Customer has utilized all its compute or storage capacity. Esri will promptly restore Customer's access to its ArcGIS Velocity services once Customer has purchased additional ArcGIS Velocity Compute, Item, or Storage Units.
26. The geodatabase is restricted to 10 gigabytes of Customer's data.
27. Reserved.
28. Use is limited to 10 concurrent end users of applications other than ArcGIS Enterprise Workgroup or ArcGIS GIS Server Workgroup applications. This restriction includes use of ArcGIS Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS Enterprise Workgroup or ArcGIS GIS Server Workgroup geodatabase. There are no limitations on the number of connections from web applications.
29. Software requires a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.
30. Use is restricted to a maximum of 10 gigabytes of Customer's data. All components must be installed on a single server.
31. Includes a Failover License.
32. The use of this Software does not include a pilot's license (e.g., FAA, EASA, etc.) to operate a drone.
33. Customer may only use online storage provided with this Software to store Customer Content collected or processed through this Software.
- 34-38. Reserved.

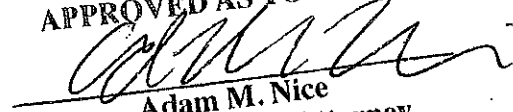
39. Any editing functionality included with ArcGIS GIS Server is not permitted for use with ArcGIS GIS Server Basic and ArcGIS GIS Server Workgroup Basic.
- 40-46. Reserved.
47. Customer may develop and distribute Value-Added Applications that use Esri File Geodatabase API to Customer's end users.
- 48-63. Reserved.
64. Value-Added Applications for web deployment must be used in conjunction with other Esri Products. Third-party technologies may also be used in conjunction with Value-Added Applications as long as the Value-Added Applications are always used in conjunction with other Esri Product(s).
65. May only be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with ArcGIS Earth as long as ArcGIS Earth is always used in conjunction with other Esri Products.
66. Only Customers with an active Online Services subscription may store geocoded results generated by World Geocoding Service.
67. Limited to 250,000,000 geocodes per annual subscription.
68. Customer may use the data accessible through Infographics Service for display purposes only and may not save any data accessible through this service.
69. May be used for any business purpose of Customer's organization.
70. May be used for development and test purposes for Customer's organization.
71. May be used for teaching purposes in educational organizations.
72. May be used for the internal business purposes of Customer's organization.
73. Reserved.
74. May be used for personal use.
75. Customer may enable third-party use of Value-Added Applications only by publicly sharing the Value-Added Application(s) using Sharing Tools. Customer may not use this subscription to power a Value-Added Application for its own internal business use unless Customer is an educational institution using the Value-Added Application for teaching purposes only, a qualified NGO/NPO organization, or a media or press organization.
76. Customer is not permitted to create private groups or participate in any private groups.
77. Includes a Commercial App Deployment license.
  - A Commercial App Deployment license is required when:
    - Customer deploys revenue-generating Value-Added Applications that are not for use solely with an ArcGIS Online or ArcGIS Enterprise license and have not yet migrated to use ArcGIS Platform location services Authentication.
  - A Commercial App Deployment license is not required when:
    - Customer deploys revenue-generating Value-Added Applications solely for use with an ArcGIS Online and/or ArcGIS Enterprise license. Such Value-Added Applications are not required to use ArcGIS Platform location services Authentication.
78. Includes a Commercial App Deployment license.
79. Each subscription is limited to 1,000,000 geosearch transactions per month in conjunction with Customer's subscription. Transactions include both basemap data and geocode search transactions. One basemap data transaction is equivalent to eight 256x256 tile requests. One geocode search transaction is equivalent to one address or place. If the results are stored in any manner such as after batch geocoding, the stored results are not counted toward the transaction limit. However, storage does consume Service Credits. For transactions greater the 1,000,000 per month, call Esri Sales or your local distributor for details.
80. May permit registered students of an education institution to directly access the Online Services and share a single subscription between more than 1 registered student for teaching purposes only.
81. Reserved.
82. A Named User may embed its Named User Credential in an ArcGIS API for Python script solely for the purpose of automating a workflow to be used exclusively by the Named User whose Named User Credential is embedded in the script.
83. Customer must use a separate AEC Project Delivery Subscription for each Customer client ("Client"). Customer may (i) use the AEC Project Delivery Subscription solely to collaborate on project work with its Client; and (ii) provide Client with Named User access to the AEC Project Delivery Subscription to enable Client to access the AEC Project Delivery Subscription to collaborate on project work that Customer

performs for Client. Client may not use the Named User License for any other purpose. Customer is solely responsible for Client's compliance with these terms of use and will ensure that Client stops using the AEC Project Delivery Subscription when the project ends.

84. Reserved.
85. Software licenses and subscriptions included with ArcGIS Hub may only be used to support the community initiatives enabled by ArcGIS Hub. Customer may allow 3rd parties to be Named Users of ArcGIS Hub for the sole purpose of engaging in community activities. Customers may allow employees, agents, consultants, or contractors to be Named Users of ArcGIS Hub for the sole purpose of administering, configuring, maintaining, and supporting community initiatives through ArcGIS Hub. No other use of software licenses and subscriptions included with ArcGIS Hub is permitted.
86. Customer may use the software licenses and subscriptions included with ArcGIS Indoors solely to enable the capabilities of ArcGIS Indoors as defined in the ArcGIS Indoors Documentation. No other use of software licenses and subscriptions included with ArcGIS Indoors is permitted.
87. Accessing Parcel Fabric services provided by ArcGIS Enterprise is prohibited except through ArcGIS Pro Standard and ArcGIS Pro Advanced.
88. Subscription limits are determined as defined by the available Service Request Plans.
89. Customer may distribute revenue-generating Value-Added Applications, that access Online Services through Online Services Authentication, to third parties. All revenue-generating Value-Added Applications are required to use Authentication when accessing Online Services. Except as set forth in footnote 77 above, Customers who are in the process of migrating their revenue-generating Value-Added Applications to use ArcGIS Platform location services must have a Commercial App Deployment license until the migration to ArcGIS Platform location services is complete.
90. Customer may have multiple subscriptions within their organization for development and test purposes. Customer may only use one subscription within their organization for use with deployed Value-Added Applications.
91. Application migration—a developer who has Value-Added Applications built with:
  - a. The client APIs (including JavaScript 4.x and Runtime SDKs (any version), REST, Esri's open source mapping libraries, supported 3<sup>rd</sup> party open source mapping libraries) is required to use the ArcGIS Platform location services in their applications by April 30, 2022.
  - b. The JavaScript 3.x API are required to use the ArcGIS Platform location services in their applications by December 31, 2022
92. Customer is only permitted to create private groups or participate in private groups within the development and test ArcGIS Online Organization Subscription included with the ArcGIS Developer Subscription.
93. Includes Service Credits as described in the applicable Ordering Document. Each Service Credit entitles Customer to consume a set amount of Online Services, the amount varying depending on the Online Services that Customer is using. As Customer consumes Online Services, Service Credits are automatically debited from Customer's subscription, up to the maximum number of Service Credits available. Customer may purchase additional Service Credits as needed. Esri will notify Customer's subscription account administrator when Customer's Service Credit consumption reaches approximately 75 percent of the Service Credits allocated to Customer through Customer's subscription. Esri reserves the right to suspend Customer's access to Online Services that consume Service Credits when Customer has consumed all its Service Credits. Esri will promptly restore Customer's access to its Online Services once Customer has purchased additional Service Credits.
94. Customer may purchase Pre-Paid Service Request Plans. Pre-Paid Service Request Plans enable the Customer to consume Online Services. As Customer consumes Online Services, Service Request Fees are automatically debited from Customer's subscription, the amount varying depending on the Online Services that Customer is using, up to the maximum Pre-Paid amount available. Esri will notify Customer's subscription account administrator when Customer's consumption reaches approximately 75 percent of the available Pre-Paid Service Request Plan purchased. Customer may choose to allow continued access to ArcGIS Platform location services after consuming 100 percent of the Pre-Paid Service Request Plan by enabling overages. If overages are enabled, Customer is responsible for paying the associated costs of using the location services at the applicable rates. Esri will automatically invoice monthly in arrears at applicable payment terms for the amount above Pre-Paid Service Request Plan purchased. Esri reserves the right to suspend Customer's access to ArcGIS Platform if Customers has a past due amount. If overages are not enabled by Customer Esri reserves the right to suspend Customer's

- access to Online Services requiring Service Requests when Customer has consumed the full amount paid for the Pre-Paid Service Request Plan. Esri will promptly restore Customer's access to its Online Services once Customer funds access to the Online Services.
95. Customer may purchase a Pay-As-You-Go Service Request Plan. There is no limit on the Service Requests that Customer may consume if they have purchased a Pay-As-You-Go Service Request Plan.
  96. Customer may use ArcGIS Image services for interactive, non-programmatic access by Named Users only. Programmatic use of the ArcGIS Image services (e.g., batch classification, deep learning, etc., or exporting volumes of data larger than 10MB at a time) are not permitted.
  97. Customer's end users who are prompted for an API key for use with a third party's Value-Added Application must generate such API keys through an ArcGIS Developer Subscription. API keys generated through an ArcGIS Online account are not permitted in this scenario.

**APPROVED AS TO FORM**



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

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

# Resolution

Number 22-0570

Adopted Date April 19, 2022

ENTER INTO A YOUTH WORKSITE AGREEMENT ON BEHALF OF OHIOMEANSJOBS  
WARREN COUNTY

BE IT RESOLVED, to enter into a Youth Worksite Agreement with the following company, as attached hereto and made part hereof:

Warren County Probate/ Juvenile Court  
900 Memorial Lane  
Lebanon, Ohio 45036

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 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a – OhioMeansJobs Warren County  
OhioMeansJobs (file)

**OhioMeansJobs Warren County  
TANF Youth Employment Program  
Worksite Agreement**

This agreement is entered into by and between on this 7 day of April, 2022, between the Warren County Board of Commissioners on behalf of the OhioMeansJobs Warren County, 300 East Silver St, Lebanon, Ohio 45036, hereinafter referred to as OMJWC, **Warren County Probate/Juvenile Court, 900 Memorial Dr. Lebanon, Ohio 45036**, hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Summer Youth Employment Program from date of action by the Board of Commissioners through June 30, 2023.

**WITNESSETH:**

WHEREAS, OMJWC operates a TANF Work Experience Program which may provide temporary entry level employment experiences to eligible Warren County youth from age 14 through age 24 years; and

WHEREAS, eligible worksites are needed for TANF Work Experience Program participants; and

WHEREAS, the Worksite desires to participate in the TANF Work Experience Program by providing employment opportunities for youth at the above named worksite location.

NOW THEREFORE, in consideration of the promises and mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

- A. OMJWC in conjunction with Southwest Ohio Council of Governments will provide youth recruitment, intake and job placement; payroll preparation and distribution; youth counseling; worksite visitation/evaluation; and other TANF Work Experience Program services for youth and technical assistance to the Worksite and youth, as required.
- B. OMJWC is mandated by law to serve only low income youth with identified barriers, as defined by the TANF Summer Youth Employment Program and Ohio's Comprehensive Case Management and Employment Program (CCMEP). The Worksite, in operating programs funded under the TANF Work Experience Program, assures that it will administer its program in full compliance with safeguards against fraud and abuse as set forth in the program regulations; that no portion of its TANF Work Experience Program will in any way discriminate against, deny services to or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, handicap or political affiliation or belief; and that it will target employment and training services to those most in need of them and best able to benefit from them.



- C. Timesheets, signed by the participant and the worksite supervisor, will be on file in the OMJWC office. The following information will be available in the TANF Work Experience Program records and/or the participant's file: name and age of participant, application, employment questionnaire, job location, job title and job description. Worksite information will be included in Attachment A of the Worksite Agreement. Additional participants may be added throughout the duration of the Worksite Agreement.
- D. Youth may be required to attend TANF Summer Youth required training sessions and seminars. These will be scheduled in advance in collaboration with the Worksite Supervisor and the TANF Work Experience Program Supervisor and Coordinator. In the event that a session takes place during the youth's regularly scheduled work time, the total time spent in paid training cannot exceed the number of hours permitted for that particular day as specified in this agreement.
- E. OMJWC or its authorized representative, the Secretary of Labor or his/her authorized representative(s) and the Governor of the State of Ohio or his/her authorized representative(s) may at all times have the right to access, and inspect when necessary and without prior notice, the place of work under this agreement and any records pertinent to this agreement, to assure the progress and quality of training or to determine compliance with the agreement's terms.
- F. The Worksite agrees that the services of the TANF Work Experience Program participants will not displace regular employees, but will be used to augment the regular workforce or for special programs designed for youth. Further, any Worksite that has laid-off an employee within a requested job classification will not have its request filled until twelve months from the date that the lay-off occurred.
- G. The Worksite agrees that youth will not be involved in programs or activities which are in violation of Federal or State regulations, as amended, governing religious/sectarian or political activities.
- H. The Worksite agrees to provide, at their expense, adequate and qualified adult supervision. The Worksite must be responsible for assuring the Worksite Supervisors comply with the requests of the TANF Work Experience Program Coordinator regarding issues related to TANF Work Experience Program participants and in particular, maintain accurate youth timesheets. The Worksite Supervisor will be held responsible for keeping accurate records of hours worked by each youth.

The Worksite agrees to maintain open communication with monitoring staff assigned to the site and to reply to requests for information in a timely manner.

Wages requested must be for hours worked (or spent in OMJWC approved training/counseling sessions scheduled during regular work hours only). Time sheets must be signed by each youth and his/her supervisor before payroll checks can be issued. Records pertinent to this agreement shall be retained by the

worksite for the duration of the program and thereafter delivered to OMJWC within seven days to be properly stored.

- I. The Worksite assures that no person under its employment who presently exercises any functions or responsibilities in connection with OMJWC or TANF Summer Youth funded projects or programs, has or had any financial interest, direct or indirect; in this agreement, nor will the Worksite hire any person having such financial interest.
- J. The Worksite assures that it will fully comply with the requirements of the OMJWC, all Federal regulations.
- K. The Worksite agrees to abide by all Federal, State and local labor laws; State of Ohio and Federal Child Labor Law restrictions (Attachment B); Civil Rights Provisions which include, but are not limited to, Title VI and VII of the 1964 Civil Rights Act; Ohio Revised Code 4112; Age Discrimination Enforcement Act; Rehabilitation Act of 1973; as well as any and all amendments thereto.
- L. The Worksite agrees and understands that participation in TANF Work Experience Programs requires no compensation of any kind to either party, and that there will be no compensation of any kind made to the Worksite.
- M. The Worksite shall comply with all Federal and State Occupational Safety and Health Regulations (OSHA) dealing with safety of workers on the worksite. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, The Board of Warren County Commissioners, the Area 12 Council of Governments, Area 12 Workforce Investment Board and their employees, from any and all liability that may arise as a result of an OSHA violation.
- N. Any changes in supervision, Worksite location, work duties or schedule for youth assigned to the Worksite, or any other changes in this Agreement, will be made only with prior written notification to and written approval from the OMJWC TANF Work Experience Program Coordinator. Failure to follow this procedure may result in immediate termination of the Worksite Agreement at the sole discretion of OMJWC.
- O. The Worksite and the OMJWC understand and agree that signing of this agreement does not guarantee the placement of youth at the Worksite(s). OMJWC will notify the Worksite if there will be a reduced number or no placement of youth due to the unavailability of youth within fifteen (15) days after the beginning of the program.
- P. This agreement may be terminated without cause ten days following the receipt of written notice of termination given by either party. This agreement may be immediately terminated without legal or financial liability of OMJWC for the causes listed below:
  - 1. If supervision provided is deemed inadequate;

2. If there is insufficient work for the youth;
3. If there is a lack of funds or if funding becomes unavailable to the OMJWC;
4. If the Worksite refuses to accept any additional conditions that may be imposed upon the Worksite by the Department of Labor, the State of Ohio Department of Job and Family Services or the OMJWC or if the Worksite, in the sole opinion of the OMJWC, fails to comply with any provisions of this agreement or any provision of the TANF Work Experience Program or any memorandum, policy, bulletin, etc. of the Ohio Department of Job and Family Services or the OMJWC.

Q.       INSURANCE

Vendor (worksite) shall provide liability insurance coverage as follows:

Vendor (worksite) shall carry Comprehensive General Liability coverage of Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. *[if applicable]* Vendor (worksite) shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

Vendor(worksite)further agrees that if any Comprehensive General Liability or Professional Liability coverage is on a "claims made" basis, the policy provide that in the event this Agreement is terminated, Vendor (worksite) shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement.

By endorsement to the Comprehensive General Liability or Professional Liability coverage, Warren County shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted.

Vendor (worksite) shall provide Warren County with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to Warren County. Such certificates shall provide that the insurer notify Vendee in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the Vendee not less than 30 days prior to said cancellation date. Vendor (worksite) shall also deliver to Lessor, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

R. This agreement may be modified upon mutual consent of both parties.

S. **GROUND FOR DISCIPLINARY ACTION AND PENALTIES.** Upon enrollment, each youth will be given work rules and the disciplinary policies (Attachment C) which is included in the Youth's Participant Manual. If the

IN WITNESS WHEREOF, the parties have executed this Agreement on this 19  
day of April, 2022.

**WARREN COUNTY BOARD OF COMMISSIONERS:**

\* [Signature]  
Tom Grossmann President

**WORKSITE:**

Warren County Probate/Juvenile Court  
Worksite Name

[Signature]  
Signature/Worksite Administrator

4/7/22  
Date

Court Administrator  
Title of Worksite Administrator

If applicable, an Organized Labor Representative should review this agreement and stipulate by his/her signature below that he/she has read, understands, and voluntarily concurs with the execution of the Worksite Agreement.

NA  
Signature of Authorized Organized Labor Representative

\_\_\_\_\_  
Date

**WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES**

[Signature]  
Matt Fetty OMJWC, Director

4/11/22  
Date

**APPROVED AS TO FORM:**

[Signature]  
Keith Anderson, Assistant Prosecuting Attorney

Attachment A

Warren Co. TANF Summer Youth Employment Program  
Request Form

I. Agency Information:

Agency Name: Warren County Probate/Juvenile Court  
Address: 900 Memorial Drive Lebanon, Ohio 45036

Phone: 513-695-1615

E-mail laura.schnecker@co.warren.oh.us

Agency Administrator: Laura Schnecker

Contact Person: Laura Schnecker

FEIN#: \_\_\_\_\_

II. Program Information: Work for the youth will begin at the worksite on or about TBD and continue until on or about TBD.  
Be sure that you have enough work for the number of youth you request. Youth will work a maximum of 40 hours per week, normally 8 hours per day. Any request for change in hours, job duties or supervisor must be made in written or verbal form to the One-Stop in advance of the change.

All youth must be supervised. Please review the job description included in the worksite packet, which briefly outlines responsibilities of a Worksite Supervisor. All supervisors must be adequately oriented before a youth may begin work.

Please provide all of the information requested below for each worksite.

Worksite	Name and Phone # of Supervisor	Number of youth requested	Preferred Age of Youth	Schedule of Hours	Interview Requested?
Warren County Probate/Juvenile Court	Beth Farmer-Mason 513-695-3001	1	18 plus	From: 8am To: 5pm	Yes No *already completed
				From: To:	Yes No
				From: To:	Yes No
				From: To:	Yes No

III. Job Description(s): Each worksite, even if located in the same building (i.e. clerical and custodial) should be listed as a separate worksite.

- Worksite #1 Court Clerk | Office | Admin Asst duties
- Worksite #2 \_\_\_\_\_
- Worksite #3 \_\_\_\_\_
- Worksite #4 \_\_\_\_\_
- Worksite #5 \_\_\_\_\_

IV. Additional Information:

Is your agency planning to have youth use power-driven machinery and/or perform any "hazardous occupational orders"? (Please refer to Child Labor Laws)  
 Yes \_\_\_ No X If yes, please describe the type of power-driven machinery to be used and/or "Hazardous" work tasks.

\_\_\_\_\_  
 \_\_\_\_\_

Training and safety instructions must be provided by worksite personnel if skilled or special equipment is required to perform the tasks described in this agreement. Youth work activities are governed by the applicable State and Federal Child Labor Laws.

If weather or other factors do not permit the regularly scheduled work to be done, please describe the contingency plan of work duties for youth employees.  
 n/a

\_\_\_\_\_  
 \_\_\_\_\_

Additional rules or policies to be followed at the worksite during work time are listed in the Worksite Agreement. These rules will be in addition to the disciplinary rules provided in Attachment C of the Worksite Agreement.

The undersigned individuals signify by their signatures that they have read and fully comprehend all statements in this TANF Work Experience Program request Form and that they understand and agree that this is a request form only and that it does not guarantee the placement of TANF Summer Youth at the worksite (s) requested.

[Signature]  
 Signature of Worksite Administrator/Title

4/7/22  
 Date

[Signature]  
 Matt Fetty, Director, OhioMeansJobs Warren County

4/11/22  
 Date

Attachment B  
Minor Labor Laws

**In accordance with State of Ohio Child Labor Laws, 14 and 15 years olds MAY**

**NOT:**

1. Operate electric or gas lawn mowers
2. Operate string or blade trimmers, weed eaters or weed whips.

**In accordance with the State of Ohio Child Labor Laws, minors under the age of 16 MAY NOT be involved in the following tasks:**

1. Operating a tractor of over 20 PTO (Power take Off) horsepower or connecting or disconnecting an implement of any of its parts to or from such a tractor.
2. Operate a power post hole digger, post driver, or non-walking type rotary tiller or power mover;
3. Operate or assist in the operation of (including starting, stopping, adjusting, feeding or any activity involving physical contact with the operation of)
4. Work from a ladder or scaffold
5. Drive a bus, truck or automobile when transporting passengers.
6. Handle or apply agricultural chemicals classified under the Federal Fungicide and Rodenticide Act (7 U.S.C. 135 et. Seq.) as Category I toxicity, identified by the "skull and crossbones" on the label or Category II of toxicity, identified by the word "WARNING" on the label.
7. Work in connection with cars, trucks or busses involving the use of pits, racks, lifting apparatus or involving inflation of any tire mounted on a rim equipped with a removable retaining ring.

**In accordance with the State of Ohio Child Labor Laws, minors under the age of 18 MAY NOT be involved in the following tasks:**

1. Operating or helping to operate the following power driven tools:
  - a. Circular saws
  - b. Band saws
  - c. Guillotine shears.
2. Setting up, adjusting, repairing, oiling or cleaning circular saws, band saws or guillotine shears.
3. Excavating, working in or backfilling (refilling) trenches except:
  - a. Manually excavating or manually backfilling trenches that do not exceed (4) feet in depth at any point.
4. Using fertilizers, fungicides, insecticides, rodenticides or herbicides.

When there is disagreement between State and Federal Child Labor Laws, the most restrictive standard is to be used. Attached is a summary of the comparison of the State and Federal requirements.

Attachment C

GROUPS FOR DISCIPLINARY ACTIONS AND PENALTIES

GROUP I OFFENSES

FIRST OFFENSE- Written reprimand

SECOND OFFENSE- Written reprimand, counseling

THIRD OFFENSE – Three days suspension

FOURTH OFFENSE – Termination

1. Failure to call in about missing work – for any reason.
2. Creating or contributing to unsanitary or unsafe conditions, including risking of personal safety (spitting, hitting, etc.)
3. Failure to use reasonable care of agency property or equipment
4. Bringing a friend to the worksite during work hours
5. Not responding to a reasonable request from a supervisor

GROUP II OFFENSES

FIRST OFFENSE – Written reprimand, counseling

SECOND OFFENSE - Three (3) day suspension WITHOUT PAY

THIRD OFFENSE- Termination

1. Unauthorized use of agency property or equipment
2. Willful disregard of department rules
3. Use of abusive or threatening language toward supervisors, co-workers or other persons
4. Malicious mischief, horseplay, wrestling or other undesirable conduct

GROUP III OFFENSES

FIRST OFFENSE – Mandatory counseling sessions (determined by degree of offense)

SECOND OFFENSE – Termination

1. Being in possession of or drinking alcoholic beverages or controlled substances without a bona-fide prescription while on the job
2. Wanton or willful neglect in performance of assigned duties or in the care, use or custody of county property or equipment.
3. Abuse or deliberate destruction in any manner of county property or employees
4. Signing or altering other employees' time cards or unauthorized altering of own time card
5. Stealing or similar conduct including destroying, damaging or concealment of any property of the county or other employees
6. Fighting or attempting injury to any other persons.



# Resolution

Number 22-0571

Adopted Date April 19, 2022

REQUEST DIRECTOR OF TRANSPORTATION TO REVIEW THE ENGINEERING AND TRAFFIC INVESTIGATION AND TO DETERMINE AND DECLARE A REASONABLE AND SAFE PRIMA-FACIE SPEED LIMIT ON GREENTREE ROAD (CR#20) BEGINNING AT STATE ROUTE 123 AND CONTINUING TO STATE ROUTE 741.

WHEREAS, a request has been made to this Board that the statutory vehicular speed limit established by Ohio Revised Code, Section 4511.21, is greater than that considered reasonable and safe on Greentree Road (CR#20) beginning at State Route 123 and continuing to State Route 741; and

WHEREAS, this Board has caused to be made an engineering and traffic investigation upon the section of road described; and

WHEREAS, it is the determination of this Board that such investigation confirms the allegation that the statutory speed limit of 55 mph is greater than is reasonable and safe and the conditions found to exist at such location; and

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

Section 1. By virtue of the provisions of Ohio Revised Code, Section 4511.21, the Director of Transportation is hereby requested to review the engineering and traffic investigation and to determine and declare a reasonable and safe prima-facie speed limit on Greentree Road (CR#20) beginning at State Route 123 and continuing to State Route 741 and,

Section 2. That when this Board is advised that the Director of Transportation has determined and declared a reasonable and safe speed limit on the section of road described in Section 1, standard signs, properly posted and giving notice thereof, will be erected upon which such declared speed limit shall become effective.

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 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)

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

# Resolution

Number 22-0572

Adopted Date April 19, 2022

## ENTER INTO CONTRACT WITH JOHN R. JURGENSEN CO. FOR THE 2022 RESURFACING PROJECT

WHEREAS, pursuant to Resolution #22-0523 , adopted April 12, 2022, this Board approved a Notice of Intent to Award Contract for the 2022 Resurfacing Project to John R. Jurgensen Co., for a total contract price of \$5,805,032.24. The Warren County Engineer's portion of the total bid price is \$3,012,701.82. The remaining portion of the total bid will be the responsibility of the various townships listed in Exhibit A of the bid packet; and

WHEREAS, all documentation, including performance bonds, insurance certificates, etc., has been submitted by the contractor; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with John R. Jurgensen Co. , for said project, for a total contract price of \$5,805,032.24. The Warren County Engineer's portion of the total bid price is \$3,012,701.82. The remaining portion of the total bid will be the responsibility of the various townships listed in Exhibit A of the bid packet; 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 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP

cc: c/a—John R. Jurgensen Co.  
Engineer (file)  
OMB Bid file

## CONTRACT

**THIS AGREEMENT**, made this 19 day of April, 2022, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **John R. Jurgensen, 11641 Mosteller Road Cincinnati, Ohio 45241**, doing businesses as (an individual, partner, 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:

### 2022 RESURFACING PROJECT

hereinafter called the project, for the sum of **\$5,805,032.24 (Five Million, Eight Hundred Five Thousand, Thirty- Two Dollars and Twenty- Four Cents)**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) 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:

- Proposal Price (Bid) Sheet
- Exception Sheet
- Bidder Identification
- A) Invitation to Bidders
- B) General Instruction to Bidders
- C) Non-Collusion Affidavit
- D) Bid Guaranty & Contract Bond
- E) Performance Bond
- F) Contract
- G) Bonding & Insurance Requirements
- H) Experience Statement
- I) Affidavit of Non-Delinquency of Real and/or Personal Property Tax
- J) Equal Employment Opportunity Requirements, Bid Conditions and Non-discrimination and Equal Employment Opportunity Affidavit
- K) Findings for Recovery Affidavit Wage Rate Determination
- L) Wage Rate Determination
- M) Special Provision/Technical Specifications

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 by August 1, 2022. The Contractor further agrees to pay, as liquidated damages, **shall follow the CMS 108.07** for each consecutive calendar day thereafter.

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 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 a written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to OWNER.

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorney's fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and wanton acts, errors or 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 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.

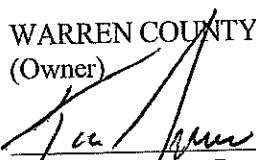
The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

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 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.

WARREN COUNTY BOARD OF COMMISSIONERS  
(Owner)

  
\_\_\_\_\_  
Tom Grossmann, President

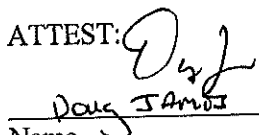
ATTEST:

  
\_\_\_\_\_  
Name

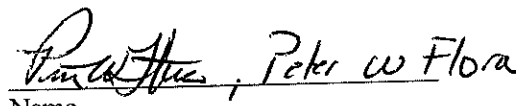
(Seal)

John R. Jurgensen  
(Contractor)

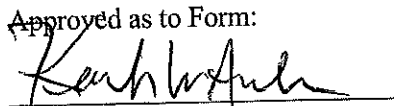
ATTEST:

  
\_\_\_\_\_  
Name

By:

  
\_\_\_\_\_  
Name  
Vice President  
\_\_\_\_\_  
Title

Approved as to Form:

  
\_\_\_\_\_  
Assistant Prosecutor

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

# Resolution

Number 22-0573

Adopted Date April 19, 2022

AWARD THE BID TO CARGILL, INC. FOR THE PURCHASE OF 27,300 TONS OF BULK ICE CONTROL SALT

WHEREAS, the reverse online bidding was closed at 10:17 a.m., April 06, 2022, and the bid results received for the purchase of 27,300 Tons of Bulk Ice Control Salt, are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Neil Tunison, Warren County Engineer, Cargill, Inc. has been determined to be a fully responsive and responsible bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of Neil Tunison, that it is the intent of this Board to award the contract to Cargill, Inc., 24950 Country Club Blvd., Ste. 450, North Olmsted, Ohio, for a total bid price of \$2,431,065.00 (dumped) and \$2,730,000.00 (piled). The Warren County Engineer's portion of the total bid price is \$534,300.00. The remaining portion of the total bid will be the responsibility of the various cities, villages and townships listed in Exhibit A of the bid packet.

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 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

LLA

cc: Engineer (file)  
OMB Bid file

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

# Resolution

Number 22-0574

Adopted Date April 19, 2022

ENTER INTO CONTRACT WITH THE AERO- MARK COMPANY LLC., INC. FOR THE  
2022 STRIPING PROJECT

WHEREAS, pursuant to Resolution #22-0485 dated April 5, 2022, this Board approved a Notice of Intent to Award Bid for the 2022 Striping Project to The Aero-Mark Company LLC, for a total bid price of \$196,239.24; and

WHEREAS, all documentation, including performance bonds, insurance certificates, etc., has been submitted by the contractor; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with The Aero- Mark Company LLC, 10423 Danner Drive , Streetsboro, Ohio 44241, for a total contract price of \$196,239.24; 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 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP/

cc: c/a— The Aero- Mark Company LLC  
Engineer (file)  
OMB Bid file

## CONTRACT

**THIS AGREEMENT**, made this 19 day of April, 2022, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **The Aero-Mark Company, LLC, 10423 Danner Drive, Streetsboro, Ohio 44241**, doing businesses as (an individual, partner, 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:

### 2022 STRIPING PROJECT

hereinafter called the project, for the sum of **\$196,239.24 (One Hundred Ninety- Six Thousand, Two Hundred Thirty- Nine Dollars and Twenty- Four Cents)**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) 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:

- Proposal Price (Bid) Sheet
- Exception Sheet
- Bidder Identification
- A) Invitation to Bidders
- B) General Instruction to Bidders
- C) Non-Collusion Affidavit
- D) Bid Guaranty & Contract Bond
- E) Performance Bond
- F) Contract
- G) Bonding & Insurance Requirements
- H) Experience Statement
- I) Affidavit of Non-Delinquency of Real and/or Personal Property Tax
- J) Equal Employment Opportunity Requirements, Bid Conditions and Non-discrimination and Equal Employment Opportunity Affidavit
- K) Findings for Recovery Affidavit Wage Rate Determination
- L) Wage Rate Determination
- M) Special Provision/Technical Specifications

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 by August 26, 2022. The Contractor further agrees to pay, as liquidated damages, the sum of \$300.00 for each consecutive calendar day thereafter.

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 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 a written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to OWNER.

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorney's fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and wanton acts, errors or 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 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.

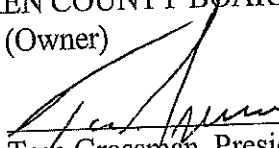
The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

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 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.

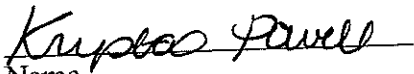
WARREN COUNTY BOARD OF COMMISSIONERS  
(Owner)

  
Tom Grossman, President

N/A  
Shannon Jones, Vice- President

N/A  
David G. Young

ATTEST:

  
Name

(Seal)

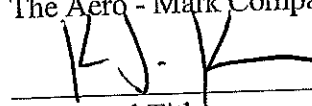
ATTEST:



NAME

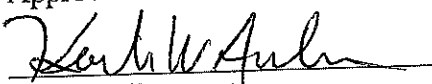
The Aero - Mark Company, LLC

By:

  
Name and Title

Kevin J Krenn vice president

Approved as to Form:

  
Assistant Prosecutor



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

# Resolution

Number 22-0575

Adopted Date April 19, 2022

APPROVE NOTICE OF INTENT TO AWARD BID TO MILLER – MASON PAVING COMPANY FOR THE 2022 CHIP SEAL PROJECT

WHEREAS, bids were closed at 2:00 p.m., on April 12, 2022, and the bids received were opened and read aloud for the 2022 Chip Seal Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Matt Ervin, Project Technician, Miller- Mason Paving Company has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer's Office, that it is the intent of this Board to award the contract to Miller- Mason Paving Company, 8591 Mad River Road, Hillsboro, Ohio 45133, for a total bid price of \$289,567.50; 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 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Engineer (file)  
OMB Bid file

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

# Resolution

Number 22-0576

Adopted Date April 19, 2022

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH TERRY W. AND STEPHANIE ROEDER FOR THE LYTLE FIVE POINTS ROAD AND BUNNELL HILL ROAD INTERSECTION ROUNDABOUT PROJECT

BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Terry W. and Stephanie Roeder for the Lytle Five Points Road and Bunnell Hill Road Intersection Roundabout Project, a copy of which is attached here to 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 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Terry W. and Stephanie Roeder  
Engineer (file)

## Temporary Entrance and Work Agreement

---

This Temporary Entrance and Work Agreement ("Agreement") is entered into on the date stated below by STEPHANIE H. ROEDER (aka Stephanie Roeder) and her spouse, TERRY W. ROEDER, whose mailing address is 8939 Red Lion Five Points Road, Springboro, Ohio 45066 (hereinafter jointly the "GRANTOR"), and the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, an Ohio County and political subdivision of the State of Ohio, empowered to act pursuant to Chapter 307 of the Ohio Revised Code, et seq., whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "GRANTEE").

### WITNESSETH:

WHEREAS, Stephanie H. Roeder is the title owner of the fee interest in the real property with road frontage along Red Lion Five Points Road and Bunnell Hill Road, in Clearcreek Township, identified as Parcels # 04-02-226-006 (0.98AC. & 0.574AC. totaling 1.554 AC.) and # 04-02-226-008 (0.424 AC.), totaling 1.987 AC., all combined under Auditor Acct. # 0608618, hereinafter referred to as the "Property". Verification of ownership is evidenced by the attached Quitclaim deed.

WHEREAS, GRANTOR requests GRANTEE, for GRANTOR'S sole benefit, to cut down and remove three (3) trees on GRANTOR'S property located outside the permanent easement area granted to GRANTEE, subject to GRANTOR having marked the trees in advance for GRANTEE to remove the correct trees.

To complete such work, it is necessary for the GRANTEE's employees, or its agents and contractors, to enter onto the Property with GRANTOR'S permission.

GRANTEE now seeks permission from GRANTOR to enter onto the Property for the limited and temporary purpose of completing the following described items of work:

- 1) Cut down three trees that have been marked/identified by GRANTOR on GRANTOR'S property, grind out the stumps, and remove the spoils.

### RECITALS:

Now, therefore, for the consideration paid in accordance with the Agreed Judgment Entry filed in Warren County Court of Common Pleas, General Division, Case No. 20CV093714, the receipt and sufficiency of which are hereby stipulated, GRANTOR does hereby grant a temporary *license* to GRANTEE, its employees, agents and contractors, to enter onto the Property to complete the aforementioned items of work.

The term of this Agreement shall be limited to a reasonable period of time to allow GRANTEE to complete the aforementioned items of work, weather permitting.

GRANTOR

IN EXECUTION WHEREOF, STEPHANIE H. ROEDER and TERRY W. ROEDER, as the Grantor herein, have hereunto set their hands on the date stated below.

GRANTOR:

SIGNATURE: Stephanie H. Roeder SIGNATURE: Terry Roeder  
NAME: Stephanie H. Roeder NAME: Terry W. Roeder  
DATE: March 31, 2022 DATE: March 31, 2022

STATE OF Ohio, COUNTY OF Greene, ss.

BE IT REMEMBERED, that on this 31<sup>st</sup> day of March, 2022, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be **Stephanie H. Roeder** being the GRANTOR in the foregoing Agreement, and acknowledged the signing thereof to be her voluntary act and deed. This notarial act is in compliance with R.C. 147.542 (D)(1).



NANCY J. ALLENBAUGH  
Notary Public, State of Ohio  
My Commission Expires  
06/06/2024

Notary Public: Nancy J. Altenbaugh  
My commission expires: 06/06/2024

STATE OF Ohio, COUNTY OF Greene, ss.

BE IT REMEMBERED, that on this 31<sup>st</sup> day of March, 2022, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be **Terry W. Roeder**, being the GRANTOR in the foregoing Agreement, and acknowledged the signing thereof to be his voluntary act and deed. This notarial act is in compliance with R.C. 147.542 (D)(1).



NANCY J. ALLENBAUGH  
Notary Public, State of Ohio  
My Commission Expires  
06/06/2024

Notary Public: Nancy J. Altenbaugh  
My commission expires: 06/06/2024

**GRANTEE**

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, the GRANTEE herein, has caused this Agreement to be executed by Tom Grossmann, whose title is Board President or Vice-President, on the date stated below, pursuant to Resolution Number 22-0576, dated 4-19-22

GRANTEE:

SIGNATURE: [Signature]

NAME: Tom Grossmann

TITLE: President

DATE: 4-19-22

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 19 day of April, 2022 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Tom Grossmann, in his capacity as **President or Vice-President of the Warren County Board of County Commissioners**, being the GRANTEE in the foregoing Agreement, and acknowledged the signing thereof to be his voluntary act and deed, and pursuant to the Resolution authorization him to act. This notarial act is in compliance with R.C. 147.542 (D)(1).



KRYSTAL LYNN POWELL  
NOTARY PUBLIC • STATE OF OHIO  
Comm. No. 2021-RE-834386  
My Commission Expires July 15, 2026

Notary Public: Krystal Lynn Powell  
My commission expires: JULY 15, 2026

Prepared by:

DAVID P. FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: [Signature]

Bruce A. McGary, Asst. Prosecutor  
500 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1384  
Fx. (513) 695-2759  
Email: mcgaba@co.warren.oh.us

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

# Resolution

Number 22-0577

Adopted Date April 19, 2022

ENTER INTO AN EASEMENT AGREEMENT WITH STEPHANIE ROEDER FOR THE  
LYTLE FIVE POINTS ROAD AND BUNNELL HILL ROAD INTERSECTION  
ROUNDBOUT PROJECT

BE IT RESOLVED, to enter into permanent easement and temporary construction agreement, copies of which are attached hereto and made a part hereof, with Stephanie H. Roeder and Terry Roeder, for the Lytle Five Points Road and Bunnell Hill Road Intersection Roundabout Project for the sum of \$26,394.00.

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 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Roeder, Terry W. and Stephanie  
Engineer (file)  
Easement file  
Recorder (certified)

**EASEMENT AGREEMENT IN THE NAME OF AND FOR THE USE OF  
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS  
P.I.N. #04-02-226-008-0 (Pt.)**

**ARTICLES OF AGREEMENT**

This Easement Agreement (the "Agreement") is entered into the date stated below by Stephanie H. Roeder (aka Stephanie Roeder), married, whose tax mailing address is 8939 Red Lion-Five Points Road, Springboro, OH 45066 (the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "Grantee").

The Purpose of this Agreement is to obtain the necessary exclusive and permanent highway easement and temporary access rights for the Lytle-Five Points Road and Bunnell-Hill Road Intersection - Roundabout Improvement, being a part of a public roadway open to the public without charge, the necessity of which has been determined by Grantee's Resolution No. 19-0039, dated January 15, 2019.

That the Grantor, for and in consideration of the sum of Twenty Six Thousand Three Hundred Ninety-Four and no/100 Dollar(s) (\$26,394.00) paid to her by the Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell, and release to the Grantee, its successors and assigns, an exclusive and permanent highway easement over a part of a parcel situated in Section 2, Town 2, Range 5 between the Miamis, Clearcreek Township, Warren County, State of Ohio consisting of 1.978 acres and being the same premises described in the deed recorded in the Warren County, Ohio Recorder's Office in O.R. Vol. 3467, Page 630, said permanent highway easement for the purpose of improving and maintaining a public road and two (2) temporary construction easements for constructing the necessary project improvements upon, over and under the lands hereafter described as follows:

**EXCLUSIVE & PERMANENT HIGHWAY EASEMENTS LEGAL DESCRIPTION**

**See Exhibits "A-1 and "A-2" for details.**

**See Exhibits "C-1" and "C-2" for drawings.**

**TEMPORARY CONSTRUCTION EASEMENTS LEGAL DESCRIPTION**

**See Exhibits "B-1" and "B-2" for details.**

**See also Exhibits "C-1" and "C-2" for drawings.**

The Exclusive and Permanent Highway Easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall run with the land. The Temporary Construction Easements granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the earlier of the completion of the Lytle Five Points Road and Bunnell-Hill Road Intersection – Roundabout Improvement Project and Red Lion Five Points and Bunnell-Hill Road Intersection, or September 30, 2021.

Grantor shall have the right to repurchase the interest in the property granted herein for its fair market value at the time of repurchase in accordance with Ohio Rev. Code § 163.211, but only in the event Grantee decides not to use the property for the purpose stated herein. However, such right of repurchase shall be extinguished if any one of the following occurs, to-wit: (i) the Grantor declines to repurchase the property; (ii) the Grantor fails to repurchase the property within sixty (60) days after the Grantee offers the property for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of this Agreement. The Grantor's right of repurchase is not assignable, nor does it run with the land.

Grantor acknowledges receipt of an appraisal in compliance with Ohio Rev. Code § 163.04 (C).

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any disputes arising out of or relating in any way to this Agreement shall exclusively be in the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of or related in any way to this Agreement in any other state or federal court.



GRANTOR

**IN EXECUTION WHEREOF**, Stephanie H. Roeder (aka Stephanie Roeder), the Grantor herein, and her husband, Terry W. Roeder (aka Terry Roeder) who hereby releases his rights of dower for purposes of said Agreement, have hereunto set their hands hereto on the date stated below.

SIGNATURE: Stephanie H. Roeder

PRINTED NAME: Stephanie H. Roeder

DATE: March 31, 2022

SIGNATURE: Terry Roeder

PRINTED NAME: Terry W. Roeder

DATE: March 31, 2022

**STATE OF OHIO, COUNTY OF WARREN, ss:**

**BE IT REMEMBERED**, on this 31<sup>st</sup> day of March, 2022, before me, the subscriber, a Notary Public in and for said state, personally came individuals known or proven to me to be **Stephanie H. Roeder**, being the **Grantor** in the foregoing Agreement, and acknowledged the signing thereof to be her voluntary act and deed. This acknowledgment is in compliance with R.C. 147.542 (D)(1).



NANCY J. ALLENBAUGH  
Notary Public, State of Ohio  
My Commission Expires  
06/06/2024

Notary Public: Nancy J. Allenbaugh  
My commission expires: 06/06/2024

**STATE OF OHIO, COUNTY OF WARREN, ss:**

**BE IT REMEMBERED**, on this 31 day of March, 2022, before me, the subscriber, a Notary Public in and for said state, personally came individuals known or proven to me to be, **Terry W. Roeder**, husband of **Stephanie H. Roeder**, acknowledged the signing thereof to be his voluntary act and deed. This acknowledgment is in compliance with R.C. 147.542 (D)(1).



NANCY J. ALLENBAUGH  
Notary Public, State of Ohio  
My Commission Expires  
06/06/2024

Notary Public: Nancy J. Allenbaugh  
My commission expires: 06/06/2024

**GRANTEE**

**IN EXECUTION WHEREOF**, the Warren County Board of County Commissioners, the Grantee herein, has caused this instrument to be executed by Tom Grossmann, it's President on the date stated below, pursuant to Resolution No. 22-0677, dated 4-19-22.

**WARREN COUNTY BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 4-19-22

**STATE OF OHIO, COUNTY OF WARREN, ss:**

**BE IT REMEMBERED**, on this 19 day of April, 2022 before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Tom Grossmann, the President/Vice-President of the Warren County Board of County Commissioners, being the **Grantee** in the foregoing Agreement, and acknowledged the signing thereof to be \_\_\_ voluntary act and deed, and pursuant to said resolution authorizing such act. This acknowledgment is in compliance with R.C. 147.542 (D)(1).



**KRYSTAL LYNN POWELL**  
NOTARY PUBLIC • STATE OF OHIO  
Comm. No. 2021-RE-834386  
My Commission Expires July 15, 2026

Notary Public: Krystal Lynn Powell  
My commission expires: July 15, 2026

Prepared by:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: [Signature]

Bruce McGary, Assistant Prosecutor  
520 Justice Drive, 2<sup>nd</sup> Floor  
Lebanon, OH 45036  
Ph. (513) 695-1384  
Fx. (513) 695-2962  
Email: [bruce.mcgary@warrencountyprosecutor.com](mailto:bruce.mcgary@warrencountyprosecutor.com)

EXHIBIT A-1

Ver. Date 09/03/2020

PART OF PIN 04-02-226-006

**WAR-CR46/TR128-ROUNDAABOUT  
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
ENGINEER'S OFFICE OF WARREN COUNTY, OHIO**

An exclusive perpetual easement for public highway and road purposed, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the Engineer's Office of Warren County, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing right of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Warren, and Township of Clearcreek and being a part of Section 2, Town 2, Range 5 of Between the Miami's original land subdivision;

Being part of a record 0.98 acre parcel as conveyed to **Stephanie H. Roeder** as Parcel I by Official Record Volume 3467 and Page 630 of the Warren County Recorder's Records, being a parcel of land bounded and described as follows:

Beginning at the northeast corner of Section 2 and the intersection of the centerline of Bunnell Hill Road with Lytle-Five Points Road;

thence South 04 degrees 56 minutes 41 seconds West, for a distance of 102.49 feet, along the centerline of Bunnell Hill Road and the easterly line of Section 2, to a point at the northeast corner of said 0.98 acre Roeder parcel and the southeast corner of a record 0.424 acre parcel as conveyed to **Stephanie H. Roeder** as Parcel III by Official Record Volume 3467 and Page 630 of the Warren County Recorder's Record;

thence North 80 degrees 54 minutes 20 seconds West, for a distance of 20.05 feet, along the northerly line of said 0.98 acre Roeder parcel and the southerly line of said 0.424 acre Roeder parcel, to a point on the existing westerly right-of-way line of Bunnell Hill Road, said point being the Principle Point of Beginning for the parcel described herein;

EXHIBIT A-1

1. thence South 04 degrees 56 minutes 41 seconds West, for a distance of 87.72 feet, along the existing westerly right-of-way line of Bunnell Hill Road, to a point at the intersection of the existing westerly right-of-way line of Bunnell Hill Road and the existing northerly right-of-way line of Red Lion-Five Points Road;
2. thence South 61 degrees 18 minutes 14 seconds West, for a distance of 31.77 feet, along the existing northerly right-of-way line of Red Lion-Five Points Road, to a point;
3. thence North 12 degrees 59 minutes 38 seconds West, for a distance of 91.82 feet, to a point;
4. thence North 09 degrees 29 minutes 16 seconds East, for a distance of 21.87 feet, to a point on the northerly line of said 0.98 acre Roeder parcel and the southerly line of said 0.424 acre Roeder parcel;
5. thence South 80 degrees 54 minutes 20 seconds East, for a distance of 53.13 feet, along the northerly line of said 0.98 acre Roeder parcel and the southerly line of said 0.424 acre Roeder parcel, to the **Principle Point of Beginning** and containing 0.101 acres, more or less, out of Auditor Parcel Number 04-02-226-006;

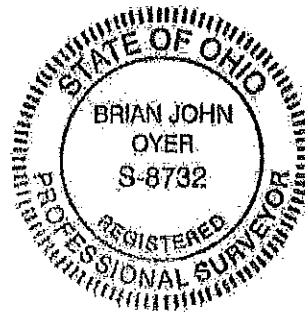
The Basis of Bearing referred to herein is relative to Grid North of the Ohio State Plane Coordinate System, South Zone, NAD83 (2011) Datum.

This description was prepared and reviewed under the direct supervision of Brian J. Oyer P.S. 8732, from a survey by Strand Associates, Inc in early 2015 and August 2018.

Date: 9-3-2020



Brian J. Oyer P.S. 8732



**EXHIBIT B.-1**

Ver. Date 08/12/2019

PART OF PIN 04-02-226-006

**WAR-CR46/TR128-ROUNDAABOUT  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
CONSTRUCT A ROUNDAABOUT  
BY THE ENGINEER'S OFFICE OF WARREN COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Warren, and Township of Clearcreek and being a part of Section 2, Town 2, Range 5 of Between the Miami's original land subdivision;

Being part of a record 0.98 acre parcel as conveyed to **Stephanie H. Roeder** as Parcel I by Official Record Volume 3467 and Page 630 of the Warren County Recorder's Records, being a parcel of land bounded and described as follows:

Beginning at the northeast corner of Section 2 and the intersection of the centerline of Bunnell Hill Road with Lytle-Five Points Road, said point being the northeast corner of a record 0.424 acre parcel as conveyed to **Stephanie H. Roeder** as Parcel III by Official Record Volume 3467 and Page 630 of the Warren County Recorder's Record;

thence **South 04 degrees 56 minutes 41 seconds West**, for a distance of **102.49 feet**, along the centerline of Bunnell Hill Road and the easterly line of Section 2, to a point at the northeast corner of said 0.98 acre Roeder parcel and the southeast corner of said 0.424 acre Roeder parcel;

thence **North 80 degrees 54 minutes 20 seconds West**, for a distance of **20.05 feet**, along the northerly line of said 0.98 acre Roeder parcel and the southerly line of said 0.424 acre Roeder parcel, to a point on the existing westerly right-of-way line of Bunnell Hill Road;

thence **South 04 degrees 56 minutes 41 seconds West**, for a distance of **87.72 feet**, along the existing westerly right-of-way line of Bunnell Hill Road, to a point at the intersection of the existing westerly right-of-way line of Bunnell Hill Road and the existing northerly right-of-way line of Red Lion-Five Points Road;

thence **South 61 degrees 18 minutes 14 seconds West**, for a distance of **97.77 feet**, along the existing northerly right-of-way line of Red Lion-Five Points Road, to a point, said point being the **Principle Point of Beginning** for the parcel described herein;

EXHIBIT B-1

1. thence South 61 degrees 18 minutes 14 seconds West, for a distance of 32.18 feet, along the existing northerly right-of-way line of Red Lion-Five Points Road, to a point;
2. thence North 28 degrees 41 minutes 47 seconds West, for a distance of 10.00 feet, to a point;
3. thence North 61 degrees 18 minutes 14 seconds East, for a distance of 32.18 feet, to a point;
4. thence South 28 degrees 41 minutes 47 seconds East, for a distance of 10.00 feet, to the Principle Point of Beginning and containing 0.007 acres, more or less, out of Auditor Parcel Number 04-02-226-006;

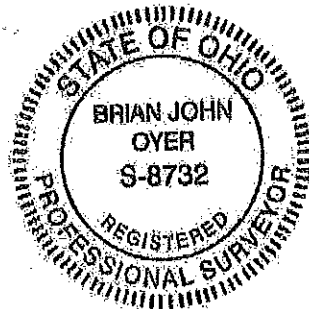
The Basis of Bearing referred to herein is relative to Grid North of the Ohio State Plane Coordinate System, South Zone, NAD83 (2011) Datum.

This description was prepared and reviewed under the direct supervision of Brian J. Oyer P.S. 8732, from a survey by Strand Associates, Inc in early 2015 and August 2018.

Date: 9-3-2020

*Brian Oyer*

\_\_\_\_\_  
Brian J. Oyer P.S. 8732





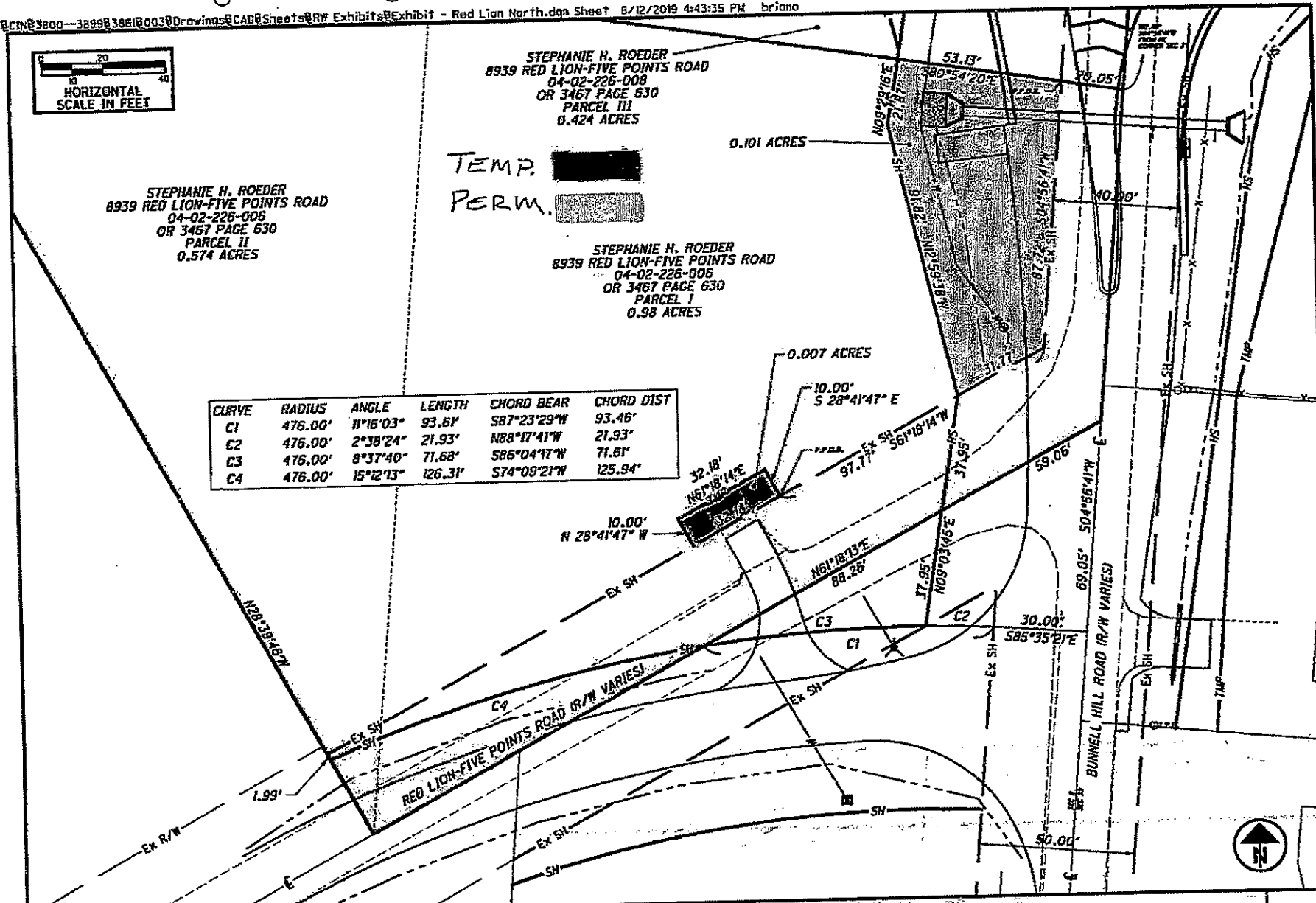
STEPHANIE H. ROEDER  
8939 RED LION-FIVE POINTS ROAD  
04-02-226-006  
OR 3467 PAGE 630  
PARCEL II  
0.574 ACRES

STEPHANIE H. ROEDER  
8939 RED LION-FIVE POINTS ROAD  
04-02-226-008  
OR 3467 PAGE 630  
PARCEL III  
0.424 ACRES

TEMP. [REDACTED]  
PERM. [REDACTED]

STEPHANIE H. ROEDER  
8939 RED LION-FIVE POINTS ROAD  
04-02-226-005  
OR 3467 PAGE 630  
PARCEL I  
0.98 ACRES

CURVE	RADIUS	ANGLE	LENGTH	CHORD BEAR	CHORD DIST
C1	476.00'	11°16'03"	93.61'	S87°23'29"W	93.46'
C2	476.00'	2°38'24"	21.93'	N88°17'41"W	21.93'
C3	476.00'	8°37'40"	71.68'	S86°04'17"W	71.61'
C4	476.00'	15°22'13"	126.31'	S74°09'21"W	125.94'

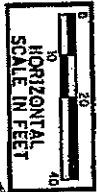


WARREN COUNTY  
OHIO

C-1

EXHIBIT FOR PROPOSED EASEMENT  
8939 RED LION FIVE POINTS RD





TEMP. [REDACTED]  
PERM. [REDACTED]

BARBARA A. KRAUS  
37 WEST LYLE-FIVE POINTS ROAD  
04-02-226-007  
DOCUMENT NO. 2016-003014  
0.938 ACRES

STEPHANIE H. ROEDER  
8939 RED LION-FIVE POINTS ROAD  
04-02-226-008  
OR 3467 PAGE 630  
PARCEL III  
0.124 ACRES

STEPHANIE H. ROEDER  
8939 RED LION-FIVE POINTS ROAD  
04-02-226-008  
OR 3467 PAGE 630  
PARCEL I  
0.58 ACRES

0.101 ACRES

SEC 2  
SEC 3  
SEC 32  
SEC 33

BUNNELL HILL ROAD (R/W VARIES)

RED LION-FIVE POINTS ROAD (R/W VARIES)



WARREN COUNTY  
OHIO

C-2

EXHIBIT FOR PROPOSED EASEMENT  
8939 RED LION FIVE POINTS RD



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

# Resolution

Number 22-0578

Adopted Date April 19, 2022

ENTER INTO AN EASEMENT AGREEMENT WITH NORMA JEAN STANLEY FOR THE  
LYTLE FIVE POINTS ROAD AND BUNNELL HILL ROAD INTERSECTION  
ROUNDAABOUT PROJECT

BE IT RESOLVED, to enter into permanent easement and temporary construction agreement,  
copies of which are attached hereto and made a part hereof, with Norma Jean Stanley, for the  
Lytle Five Points Road and Bunnell Hill Road Intersection Roundabout Project for the sum of  
\$14,335.00.

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 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Stanley, Norma Jean  
Engineer (file)  
Easement file  
Recorder (certified)

**EASEMENT AGREEMENT IN THE NAME OF AND FOR THE USE OF  
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS  
P.I.N. #05-32-101-002-0 (Pt.)**

**ARTICLES OF AGREEMENT**

This Easement Agreement (the "Agreement") is entered into the date stated below by Norma Jean Stanley, unmarried, whose tax mailing address is 15 E. Lytle-Five Points Road, Springboro, OH 45066 (the "Grantor"), and the Warren County Board of County Commissioners whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "Grantee").

The Purpose of this Agreement is to obtain the necessary exclusive and permanent highway easement and temporary access rights for the Lytle-Five Points Road and Bunnell-Hill Road - Roundabout Improvement, being a part of a public roadway open to the public without charge, the necessity of which has been determined by Grantee's Resolution No. 19-0039, dated January 15, 2019.

That the Grantor, for and in consideration of the sum of Fourteen Thousand Three Hundred Thirty-Five and no/100 Dollar(s) (\$14,335.00) paid to her by the Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell, and release to the Grantee, its successors and assigns, an exclusive and permanent highway easement situated in Section 32, Town 3, Range 5 between the Miamis, Clearcreek Township, Warren County, State of Ohio consisting of 0.909 acre and being the same premises described in the deed recorded in the Warren County Recorder's Office as O.R. Vol. 4, Page 374, said permanent highway easement for the purpose of improving and maintaining a public road and a temporary construction easement for constructing the necessary project improvements upon, over and under the lands hereafter described as follows:

**EXCLUSIVE & PERMANENT HIGHWAY EASEMENT LEGAL DESCRIPTION**

**See Exhibit "A" for details.**

**See Exhibit "C" for drawing.**

**TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION**

**See Exhibit "B" for details.**

**See Exhibit "C" for drawing.**

The Exclusive and Permanent Highway Easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall run with the land. The Temporary Construction Easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the earlier of the completion of the Lytle-Five Points Road and Bunnell-Hill Road Intersection – Roundabout Improvement, or September 30, 2021.

Grantor shall have the right to repurchase this property for its fair market value at the time of repurchase in accordance with Ohio Rev. Code § 163.211, but only in the event Grantee decides not to use the property for the purpose stated herein. However, such right of repurchase shall be extinguished if any one of the following occurs, to-wit: (i) the Grantor declines to repurchase the property; (ii) the Grantor fails to repurchase the property within sixty (60) days after the Grantee offers the property for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of this Agreement. The Grantor's right of repurchase is not assignable, nor does it run with the land.

Grantor acknowledges receipt of an appraisal in compliance with Ohio Rev. Code § 163.04 (C).

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any disputes arising out of or relating in any way to this Agreement shall exclusively be in the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of or related in any way to this Agreement in any other state or federal court.

[the remainder of the page is blank]

**GRANTOR**

**IN EXECUTION WHEREOF**, Norma Jean Stanley, unmarried, the Grantor herein, has set her hand hereto on the date stated below.

SIGNATURE: Norma Jean Stanley

PRINTED NAME: Norma Jean Stanley

DATE: March 31, 2022

**STATE OF OHIO, COUNTY OF WARREN, ss:**

**BE IT REMEMBERED**, on this 31 day of March, 2022, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Norma Jean Stanley, being the Grantor in the foregoing Agreement, and acknowledged the signing thereof to be her voluntary act and deed.



**NANCY J. ALLENBAUGH**  
Notary Public, State of Ohio  
My Commission Expires  
06/06/2024

Notary Public: Nancy J. Allenbaugh  
My commission expires: 06/06/2024

[the remainder of the page is blank]

GRANTEE

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, has caused this instrument to be executed by Tom Grossmann, it's President on the date stated below, pursuant to Resolution No. 22-0578, dated 4-19-22.

WARREN COUNTY BOARD OF  
COUNTY COMMISSIONERS

SIGNATURE: [Signature]

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 4-19-22

STATE OF OHIO, COUNTY OF WARREN, ss:

BE IT REMEMBERED, on this 19 day of April, 2022 before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Tom Grossmann, the President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and acknowledged the signing thereof to be \_\_\_ voluntary act and deed, and pursuant to the said Resolution authoring such act.



KRYSTAL LYNN POWELL  
NOTARY PUBLIC • STATE OF OHIO  
Comm. No. 2021-RE-834386  
My Commission Expires July 15, 2026

Notary Public: Krystal Lynn Powell  
My commission expires: July 15, 2026

Prepared by:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: [Signature]

Bruce McGary, Assistant Prosecutor  
520 Justice Drive, 2<sup>nd</sup> Floor  
Lebanon, OH 45036  
Ph. (513) 695-1384  
Fx. (513) 695-2962  
Email: [bruce.mcgary@warrencountyprosecutor.com](mailto:bruce.mcgary@warrencountyprosecutor.com)

**EXHIBIT A**

Ver. Date 09/03/2020

PART OF PIN 05-32-101-002

**WAR-CR46/TR128-ROUNDAABOUT  
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
ENGINEER'S OFFICE OF WARREN COUNTY, OHIO**

An exclusive perpetual easement for public highway and road purposed, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the Engineer's Office of Warren County, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing right of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Warren, and Township of Clearcreek and being a part of Section 32, Town 3, Range 5 of Between the Miami's original land subdivision;

Being part of a record 0.909 acre parcel as conveyed to **Norma Jean Stanley** by Official Record Volume 4 and Page 374 of the Warren County Recorder's Records, being bounded and described as follows:

Beginning at the northwest corner of Section 32 and the intersection of the centerline of Township Road 128 (Bunnell Hill Road) with the centerline of County Road 46 (Lytle-Five Points Road);

**thence South 04 degrees 56 minutes 41 seconds West**, for a distance of **200.00 feet**, along the westerly line of Section 32, to a point at the northwest corner of said Stanley parcel and the southwest corner of a record 0.735 acre parcel as conveyed to **Linda Ann Taylor** by Document Number 2019-003279 of the Warren County Recorder's Records;

**thence South 84 degrees 30 minutes 41 seconds East**, for a distance of **20.00 feet**, along the northerly line of said Stanley parcel and the southerly line of said Taylor parcel, to a point on the existing easterly right-of-way line of Bunnell Hill Road, said point being the **Principle Point of Beginning** for the parcel described herein;

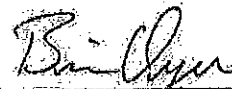
**EXHIBIT A**

1. **thence South 84 degrees 30 minutes 41 seconds East**, for a distance of **17.53 feet**, along the northerly line of said Stanley parcel and the southerly line of said Taylor parcel, passing an iron pin found at 3.99 feet, to a point;
2. **thence South 08 degrees 37 minutes 15 seconds West**, for a distance of **110.16 feet**, to a point on the southerly line of said Stanley parcel and the northerly line of a record 0.909 acre parcel as conveyed to **Thomas M. and Lisa A. Riesenber**g by Document Number 2015-021576 of the Warren County Recorder's Records;
3. **thence North 84 degrees 30 minutes 41 seconds West**, for a distance of **10.47 feet**, along the southerly line of said Stanley parcel and the northerly line of said Riesenberg parcel, passing an iron pin found at 6.86 feet, to a point on the existing easterly right-of-way line of Bunnell Hill Road;
4. **thence North 04 degrees 56 minutes 41 seconds East**, for a distance of **110.00 feet**, along the existing easterly right-of-way line of Bunnell Hill Road, to the **Principle Point of Beginning** and containing 0.035 acres, more or less, out of Auditor Parcel Number 05-32-101-002.

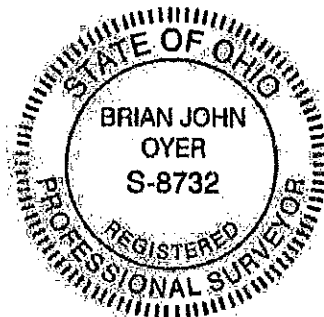
The Basis of Bearing referred to herein is relative to Grid North of the Ohio State Plane Coordinate System, South Zone, NAD83 (2011) Datum.

This description was prepared and reviewed under the direct supervision of Brian J. Oyer P.S. 8732, from a survey by Strand Associates, Inc in early 2015 and August 2018.

Date: 9-3-2020



\_\_\_\_\_  
Brian J. Oyer P.S. 8732



**EXHIBIT B**

Ver. Date 09/03/2020

PART OF PIN 05-32-101-002

**WAR-CR46/TR128-ROUNDAABOUT  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
CONSTRUCT A ROUNDAABOUT  
BY THE ENGINEER'S OFFICE OF WARREN COUNTY, OHIO**

[Surveyor's description of the premises follows]

---

Situated in the State of Ohio, County of Warren, and Township of Clearcreek and being a part of Section 32, Town 3, Range 5 of Between the Miami's original land subdivision;

Being part of a record 0.909 acre parcel as conveyed to **Norma Jean Stanley** by Official Record Volume 4 and Page 374 of the Warren County Recorder's Records, being bounded and described as follows:

Beginning at the northwest corner of Section 32 and the intersection of the centerline of Township Road 128 (Bunnell Hill Road) with the centerline of County Road 46 (Lytle-Five Points Road);

**thence South 04 degrees 56 minutes 41 seconds West**, for a distance of **200.00 feet**, along the westerly line of Section 32, to a point at the northwest corner of said Stanley parcel and the southwest corner of a record 0.735 acre parcel as conveyed to **Linda Ann Taylor** by Document Number 2019-003279 of the Warren County Recorder's Records;

**thence South 84 degrees 30 minutes 41 seconds East**, for a distance of **37.53 feet**, along the northerly line of said Stanley parcel and the southerly line of said Taylor parcel, passing an iron pin found at 23.99 feet, to a point, said point being the **Principle Point of Beginning** for the parcel described herein;

1. **thence South 84 degrees 30 minutes 41 seconds East**, for a distance of **5.42 feet**, along the northerly line of said Stanley parcel and the southerly line of said Taylor parcel to a point;
2. **thence South 04 degrees 23 minutes 41 seconds West**, for a distance of **110.02 feet**, to a point on the southerly line of said Stanley parcel and the northerly line of a record 0.909 acre parcel as conveyed to **Thomas M. and Lisa A. Riesenber**g by Document Number 2015-021576 of the Warren County Recorder's Records;



**EXHIBIT B**

3. **thence North 84 degrees 30 minutes 41 seconds West**, for a distance of **13.54 feet**, along the southerly line of said Stanley parcel and the northerly line of said Riesenbergl parcel, to a point;
4. **thence North 08 degrees 37 minutes 15 seconds East**, for a distance of **110.16 feet**, to the **Principle Point of Beginning** and containing 0.024 acres, more or less, out of Auditor Parcel Number 05-32-101-002.

The Basis of Bearing referred to herein is relative to Grid North of the Ohio State Plane Coordinate System, South Zone, NAD83 (2011) Datum.

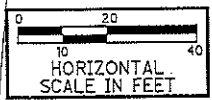
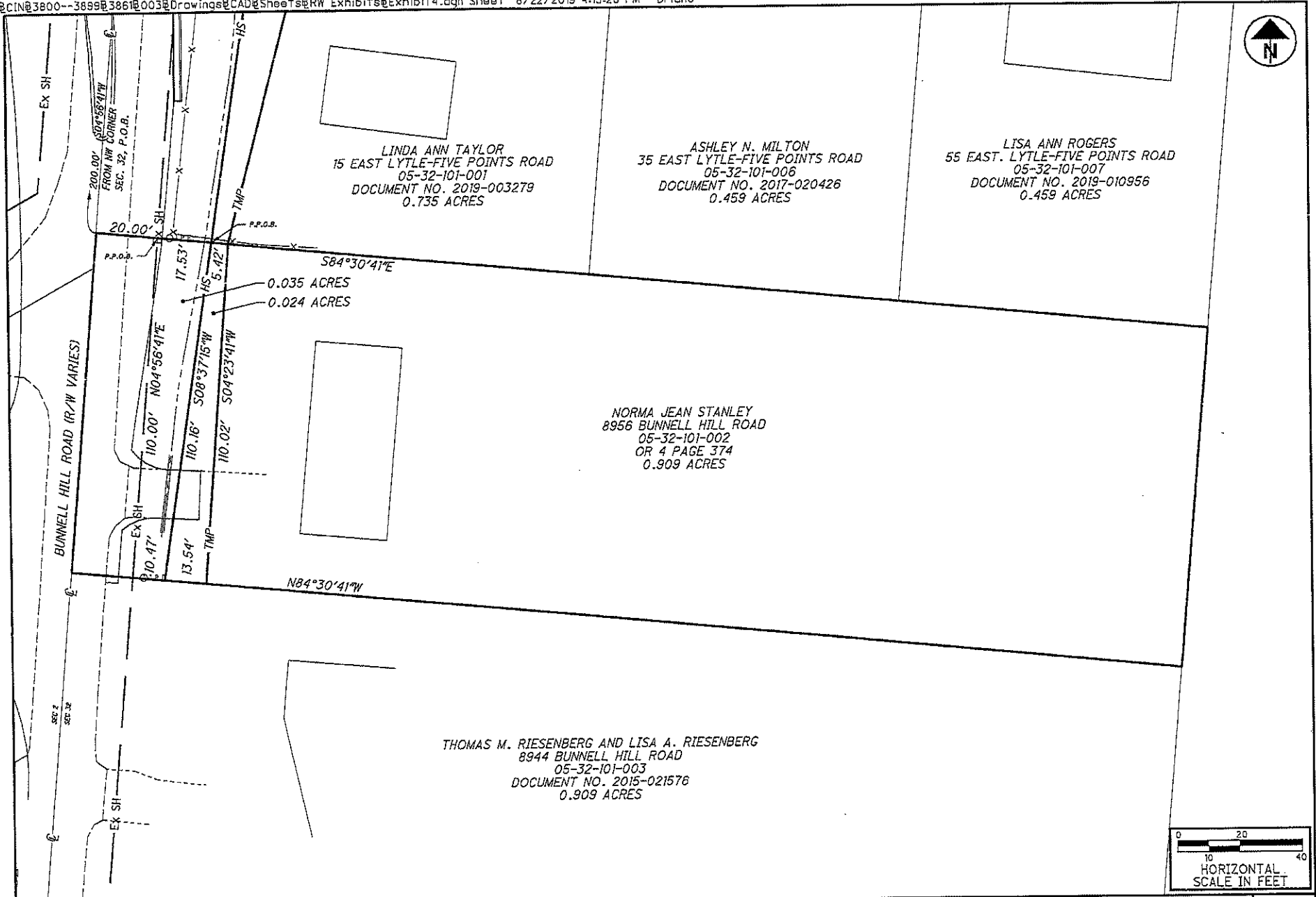
This description was prepared and reviewed under the direct supervision of Brian J. Oyer P.S. 8732, from a survey by Strand Associates, Inc in early 2015 and August 2018.

Date: 9-3-2020



\_\_\_\_\_  
Brian J. Oyer P.S. 8732





**WARREN COUNTY**  
**OHIO**

"C"

**EXHIBIT FOR PROPOSED EASEMENT**  
**8956 BUNNELL HILL RD**

EXHIBIT A-2

Ver. Date 09/03/2020

PART OF PIN 04-02-226-008

**WAR-CR46/TR128-ROUNDBOUT  
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
ENGINEER'S OFFICE OF WARREN COUNTY, OHIO**

An exclusive perpetual easement for public highway and road purposed, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the Engineer's Office of Warren County, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing right of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Warren, and Township of Clearcreek and being a part of Section 2, Town 2, Range 5 of Between the Miami's original land subdivision;

Being part of a record 0.424 acre parcel as conveyed to **Stephanie H. Roeder** as Parcel III by Official Record Volume 3467 and Page 630 of the Warren County Recorder's Records, being a parcel of land bounded and described as follows:

Beginning at the northeast corner of Section 2 and the intersection of the centerline of Bunnell Hill Road with Lytle-Five Points Road, said point being the northeast corner of said 0.424 acre Roeder parcel;

**thence South 04 degrees 56 minutes 41 seconds West**, for a distance of **102.49** feet, along the centerline of Bunnell Hill Road and the easterly line of said 0.424 acre Roeder parcel, to a point at the southeast corner of said 0.424 acre Roeder parcel and the northeast corner of a record 0.98 acre parcel as conveyed to **Stephanie H. Roeder** as Parcel I by Official Record Volume 3467 and Page 630 of the Warren County Recorder's Record;

**thence North 80 degrees 54 minutes 20 seconds West**, for a distance of **20.05** feet, along the southerly line of said 0.424 acre Roeder parcel and the northerly line of said 0.98 acre Roeder parcel, to a point on the existing westerly right-of-way line of Bunnell Hill Road, said point being the **Principle Point of Beginning** for the parcel described herein;

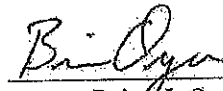
EXHIBIT A -2

1. **thence North 80 degrees 54 minutes 20 seconds West, for a distance of 53.13 feet, along the southerly line of said 0.424 acre Roeder parcel and the northerly line of said 0.98 acre Roeder parcel, to a point;**
2. **thence North 09 degrees 29 minutes 16 seconds East, for a distance of 52.22 feet to a point;**
3. **thence North 36 degrees 03 minutes 32 seconds West, for a distance of 51.26 feet to a point on the existing southerly right-of-way line of Lytle-Five Points Road;**
4. **thence South 71 degrees 40 minutes 13 seconds East, for a distance of 84.79 feet, along the existing southerly right-of-way line of Lytle-Five Points Road, to a point at the intersection of the existing southerly right-of-way line of Lytle-Five Points Road and the existing westerly right-of-way line of Bunnell Hill Road;**
5. **thence South 04 degrees 56 minutes 41 seconds West, for a distance of 74.96 feet, along the existing westerly right-of-way line of Bunnell Hill Road, to the Principle Point of Beginning and containing 0.103 acres, more or less, out of Auditor Parcel Number 04-02-226-008;**

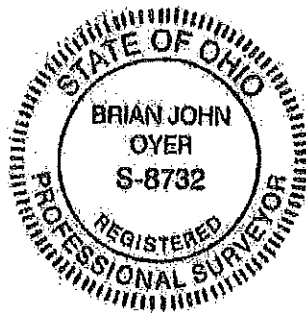
The Basis of Bearing referred to herein is relative to Grid North of the Ohio State Plane Coordinate System, South Zone, NAD83 (2011) Datum.

This description was prepared and reviewed under the direct supervision of Brian J. Oyer P.S. 8732, from a survey by Strand Associates, Inc in early 2015 and August 2018.

Date: 9-3-2020



Brian J. Oyer P.S. 8732



**EXHIBIT B** -2

Ver. Date 09/03/2020

PART OF PIN 04-02-226-008

**WAR-CR46/TR128-ROUNDBOUT  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
CONSTRUCT A ROUNDBOUT  
BY THE ENGINEER'S OFFICE OF WARREN COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Warren, and Township of Clearcreek and being a part of Section 2, Town 2, Range 5 of Between the Miami's original land subdivision;

Being part of a record 0.424 acre parcel as conveyed to **Stephanie H. Roeder** as Parcel III by Official Record Volume 3467 and Page 630 of the Warren County Recorder's Records, being a parcel of land bounded and described as follows:

Beginning at the northeast corner of Section 2 and the intersection of the centerline of Bunnell Hill Road with Lytle-Five Points Road, said point being the northeast corner of said Roeder parcel;

**thence North 71 degrees 40 minutes 13 seconds West**, for a distance of **150.23 feet**, along the centerline of Lytle-Five Points Road and the northerly line of said Roeder parcel, to a point at the northwest corner of said Roeder parcel and the northeast corner of a record 0.938 acre parcel as conveyed to **Barbara A. Kraus** by Document Number 2016-003014 of the Warren County Recorder's Record;

**thence South 17 degrees 25 minutes 39 seconds West**, for a distance of **30.00 feet**, along the westerly line of said Roeder parcel and the easterly line of said Kraus parcel, to a point on the existing southerly right-of-way line of Lytle-Five Points Road and referenced by an iron pin found bearing South 24 degrees 14 minutes 58 seconds East, at a distance of 0.16 feet, said point being the **Principle Point of Beginning** for the parcel described herein;

1. **thence South 71 degrees 40 minutes 13 seconds East**, for a distance of **51.54 feet**, along the existing southerly right-of-way line of Lytle-Five Points Road, to a point;
2. **thence South 36 degrees 03 minutes 32 seconds East**, for a distance of **51.26 feet**, to a point;
3. **thence South 09 degrees 29 minutes 16 seconds West**, for a distance of **49.06 feet**, to a point;

EXHIBIT B-2

4. thence North 13 degrees 57 minutes 02 seconds West, for a distance of 81.24 feet, to a point;
5. thence North 58 degrees 14 minutes 28 seconds West, for a distance of 34.19 feet, to a point;
6. thence North 82 degrees 44 minutes 39 seconds West, for a distance of 24.47 feet, to a point on the westerly line of said Roeder parcel and the easterly line of said Kraus parcel;
7. thence North 17 degrees 25 minutes 39 seconds East, for a distance of 6.40 feet, along the westerly line of said Roeder parcel and the easterly line of said Kraus parcel to the **Principle Point of Beginning** and containing 0.027 acres, more or less, out of Auditor Parcel Number 04-02-226-008;

The Basis of Bearing referred to herein is relative to Grid North of the Ohio State Plane Coordinate System, South Zone, NAD83 (2011) Datum.

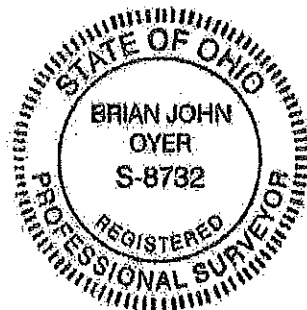
This description was prepared and reviewed under the direct supervision of Brian J. Oyer P.S. 8732, from a survey by Strand Associates, Inc in early 2015 and August 2018.

Date:

9-3-2020

*Brian Oyer*

\_\_\_\_\_  
Brian J. Oyer P.S. 8732



# Resolution

Number 22-0579

Adopted Date April 19, 2022

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH TERENCE L. HINKLE AND LESLEY J. HINKLE FOR THE BRIDGE REPLACEMENT PROJECT ON CROSSLEY ROAD

WHEREAS, in order to improve the safety of Crossley Road a bridge replacement project is to be completed and in order to perform the work it is necessary to enter onto the property, parcel #04-02-251-005 located at 8688 Crossley Road, Springboro, OH 45066 which is owned by Terence L. and Lesley J. Hinkle, grantors; and

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

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Construct new bridge with wingwalls and rock channel protection.
4. Complete final grading of embankment and stream outside of the existing right-of-way.
5. Seed and straw any disturbed area upon completion of the project.

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

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Terence L. and Lesley J. Hinkle, for the Crossley Road bridge replacement project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Hinkle, Terence L. & Lesley J.  
Engineer (file)

## TEMPORARY ENTRANCE AND WORK AGREEMENT

### ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Terence L. Hinkle and Lesley J. Hinkle, husband and wife, whose tax mailing address is 8688 Crossley Road, Springboro, Ohio 45066 (hereinafter the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

#### Witnesseth:

In order to improve the public safety and better serve the needs of the traveling public a bridge replacement project on Crossley Road over a Branch of Rapid Run is to be completed. In order to perform the work it is necessary to enter onto property, which is owned by Grantor. The subject real estate is located at 8688 Crossley Road, Springboro, Ohio 45066, identified as Parcel #04-02-251-005. Grantee requests permission from Grantors to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Construct new bridge with wingwalls and rock channel protection.
4. Complete final grading of embankment and stream outside of the existing right-of-way.
5. Seed and straw any disturbed area upon completion of the project.

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

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

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Crossley Road Bridge #127-0.51 Replacement Project or until December 31, 2022, whichever comes first.

[the balance of this page is blank]



**IN EXECUTION WHEREOF**, Terence L. Hinkle and Lesley J. Hinkle, husband and wife, the Grantors herein, have hereunto set their hands on the date stated below.

**Grantors:**

Signature: [Signature]

Printed Name: Terence L. Hinkle

Date: 4-2-22

Signature: [Signature]

Printed Name: Lesley J. Hinkle

Date: 4-2-22

STATE OF Ohio, COUNTY OF Warren, ss.

**BE IT REMEMBERED**, that on this 2<sup>nd</sup> day of April, 2022 before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to me to be Terence L. Hinkle and Lesley J. Hinkle, being the **Grantors** in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.

[Signature]  
Notary Public  
My commission expires: 9/9/25



SARAH FRY  
Notary Public, State of Ohio  
My Commission Expires 09-09-2025

[the balance of this page is blank]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Tom Grossmann, whose title is President or Vice-President, on the date stated below, pursuant to Resolution Number 22-0589, dated 4-19-22.

Grantee:

Signature: 

Printed Name: Tom Grossmann

Title: President

Date: 4-19-22

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 19 day of April, 2022 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Tom Grossmann, President or Vice-President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.

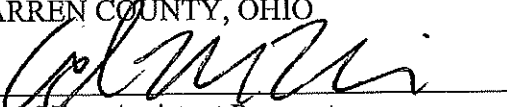


KRYSTAL LYNN POWELL  
NOTARY PUBLIC • STATE OF OHIO  
Comm. No. 2021-RE-834386  
My Commission Expires July 15, 2026

Krystal Lynn Powell  
Notary Public  
My commission expires: July 15, 2026

Prepared by:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

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



Warren County GIS

Date: 2/24/2020

Cadastral Lines	Corporate Line	Parcel Line	Hardwire
Other various	County Line	RDW Unknown Width Line	Subdivision Lot Line
Line Type	Farm Lot Line	Road ROW	Township and Range Line
Assessors Trust Line	Crosspass Line	School Line	Zone Line
City/Township Line	Subdivision Land Line	Section Line	VMS Line
			Versted Road Line

NTS

127-0.51

Exhibit A

The provider makes no warranty or representation with respect to this information, its quality or suitability for a particular purpose. This information is provided AS IS, and the requester assumes the entire risk as to its quality and suitability. The provider will not be liable for direct, indirect, incidental or consequential damages resulting from any defect in the information. The provider shall have no liability for any other information, Programs or data used with or combined with the requested information, including the cost of recovering information, programs or data.

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

# Resolution

Number 22-0580

Adopted Date April 19, 2022

DECLARE VARIOUS ITEMS WITHIN BOARD OF BOARD OF DEVELOPMENTAL DISABILITIES, COMMUNITY CORRECTIONS, COMMON PLEAS COURT, FACILITIES MANAGEMENT, MARY HAVEN AND TELECOMMUNICATIONS; AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

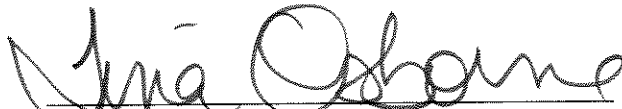
BE IT RESOLVED, to authorize disposal of various items from Board of Developmental Disabilities, Community Corrections, Common Pleas Court, Facilities Management, Mary Haven and Telecommunications in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tg

cc: 2022 Auction file  
Facilities Management (file)  
Brenda Quillen, Auditor's Office

Search Auctions



[Advanced Search](#)



## 2 Lateral File Cabinets

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

**0** visitors

Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD22020

Lot includes 2 lateral file cabinets. Dimensions for both are 19 x 66 x 41.

Pick up location is 410 S. East St. Lebanon, OH 45036

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Priscilla Hahn</a> (Phone: 513-228-6421)
Asset Location	107 Oregonia Rd Lebanon, Ohio 45036-3903 <a href="#">Map to this location</a>

## Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

## \$ Payment

# GovDeals<sup>®</sup>

A Liquidity Services Marketplace

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[Advanced Search](#)



## DELL CPUS, HP PRINTER, VIEW SONIC MONITOR

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

**0** visitors



### Make/Brand

DELL HP VIEWSONIC

### Condition

Used/See Description

### Category

Computers, Parts, and Supplies

### Inventory ID

CCS2201

5 DELL CPUS HP LASER PRINTER VIEW SONIC MONITOR  
UNKNOWN CONDITION

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information



Seller Name

Warren County, OH

Asset Contact

[Cindy Prewitt](#) (Phone: 513-695-2596)

Asset Location

430 Justice Dr  
Lebanon, Ohio 45036-2384  
[Map to this location](#)

# GovDeals<sup>®</sup>

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[Advanced Search](#)



## HP PRINTER, 3 CPUS

Auction Ends ET

Starting Bid \$0.00

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors



Condition	Category	Inventory ID
Used/See Description	Computers, Parts, and Supplies	CPC2210
3 CPUS 1 HP PRINTER *UNKNOWN CONDITION*		

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Cindy Prewitt</a> (Phone: 513-695-2596)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>

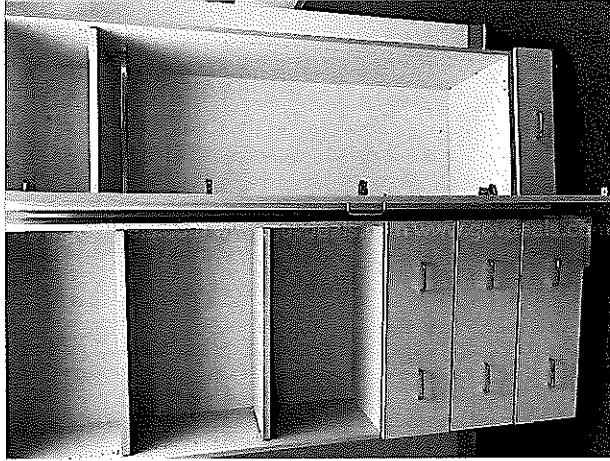
## Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

Search Auctions



[Advanced Search](#)



## SHELVING UNIT & COAT CLOSET

Auction Ends ET

Starting Bid \$0.00

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC220232

WHITE SHELVING UNIT & COAT CLOSET

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

[View other auctions from Warren County, OH](#)

<b>Seller Name</b>	Warren County, OH
<b>Asset Contact</b>	<a href="#">Traci Guthrie</a> (Phone: 513-695-2008)
<b>Asset Location</b>	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>

### Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

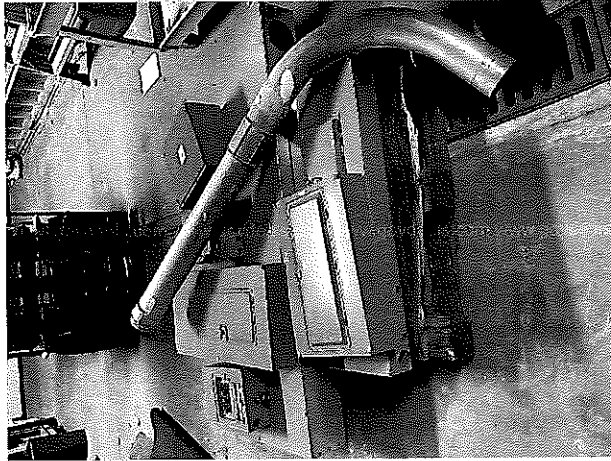
### \$ Payment



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## ELECTRICAL SUPPLIES - DISTRIBUTION PANEL W/ BREAKERS

Auction Ends ET

Starting Bid \$0.00

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Condition	Category	Inventory ID
Used/See Description	Electrical Supplies	FAC220231

1 SQUARE D DISTRIBUTION PANEL W/ BREAKERS 3 - SUB PANELS 2 - PANELS 1 - JUNCTION BOX 1 - PIECE OF 4" CONDUIT

### ? Questions and Answers

There are currently no questions posted for this asset.

### >> Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Traci Guthrie</a> (Phone: 513-695-2008)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>

### Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

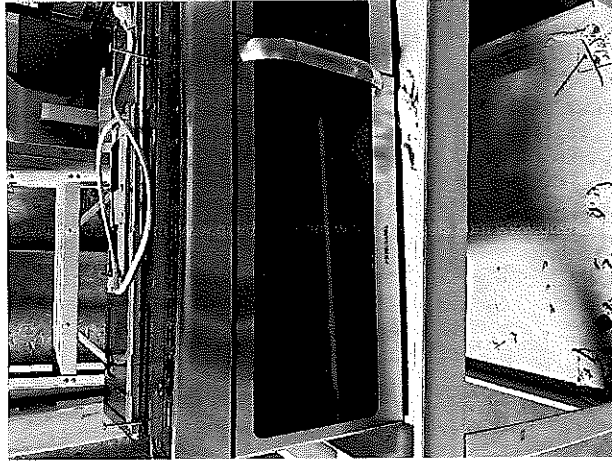
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## MOUNTING MICROWAVE

Auction Ends **ET**

Starting Bid **\$0.00**

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### Make/Brand

FRIGIDAIRE

### Condition

Used/See Description

### Category

Cafeteria and Kitchen Equipment

### Inventory ID

FAC220230

MOUNTING MICROWAVE. FITS ABOVE STOVE. WORKING WHEN UNPLUGGED.

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information



### Seller Name

Warren County, OH

### Asset Contact

[Traci Guthrie](#) (Phone: 513-695-2008)

### Asset Location

430 Justice Dr  
Lebanon, Ohio 45036-2384  
[Map to this location](#)

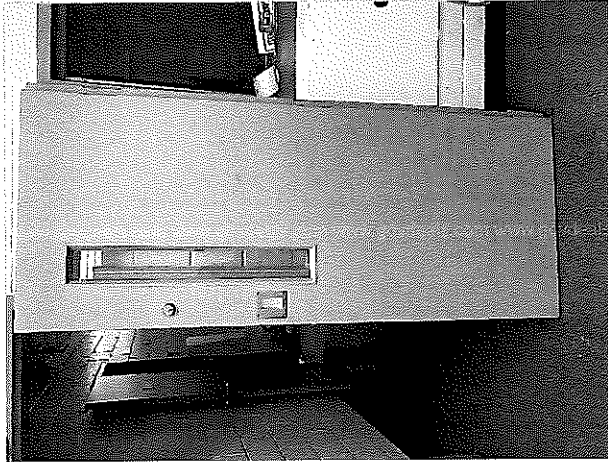
## Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

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## 2 - STEEL DOORS - WITH SMALL WINDOW

Auction Ends ET

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Condition

Category

Inventory ID

Used/See Description

Industrial Equipment, General

FAC220229

2 - STEEL DOORS WITH SMALL WINDOW  
32 INCH'S WIDE 79 INCH'S TALL

### ? Questions and Answers

There are currently no questions posted for this asset.

### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

[Traci Guthrie](#) (Phone: 513-695-2008)

Asset Location

430 Justice Dr  
Lebanon, Ohio 45036-2384  
[Map to this location](#)

### Q Inspection

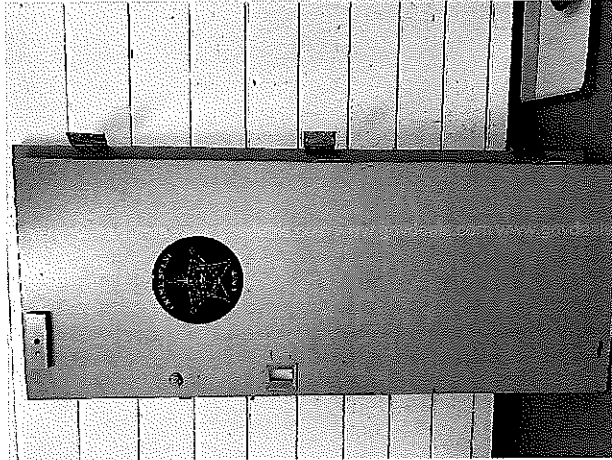
Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

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## 2 - STEEL DOORS

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Industrial Equipment, General	FAC220228

2 - STEEL DOORS  
32 INCH'S WIDE 79 INCH'S TALL

### ? Questions and Answers

There are currently no questions posted for this asset.

### >> Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Traci Guthrie</a> (Phone: 513-695-2008)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>

### Q Inspection

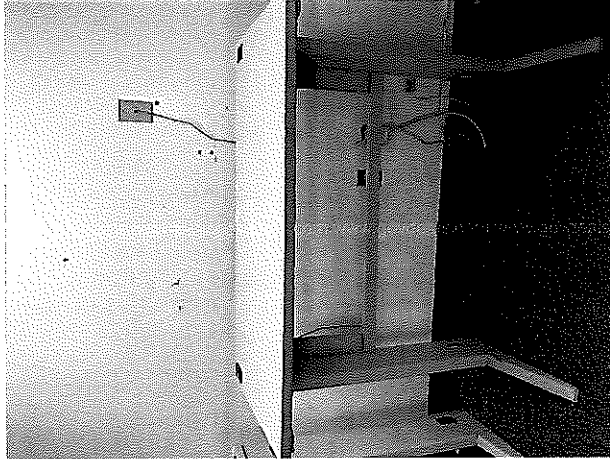
Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

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## STANDING DESK - WORK STATION - 2 TOTAL

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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**0** visitors

Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	FAC220227

2 - STANDING DESK WORK STATION. STATIONERY DESK 42 INCH TALL 24 INCH DEEP 48 INCH WIDE

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Traci Guthrie</a> (Phone: 513-695-2008)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>

### Q Inspection

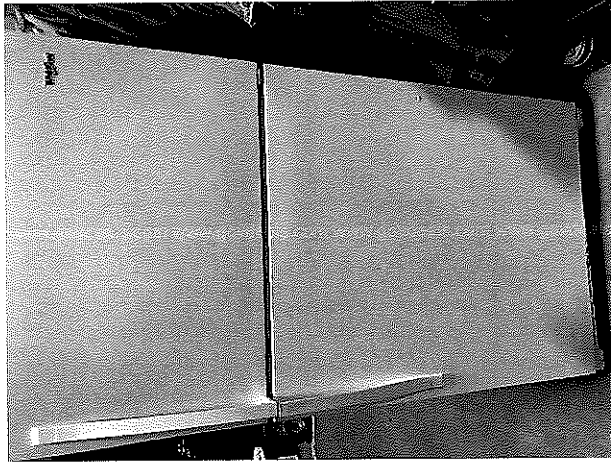
Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

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## REFRIGERATOR

Auction Ends **ET**

Starting Bid **\$0.00**

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### Make/Brand

WHIRLPOOL

### Condition

Used/See Description

### Category

Cafeteria and Kitchen Equipment

### Inventory ID

FAC220226

SMALL REFRIGERATOR. WORKING WHEN UNPLUGGED

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information



### Seller Name

Warren County, OH

### Asset Contact

[Traci Guthrie](#) (Phone: 513-695-2008)

### Asset Location

430 Justice Dr  
Lebanon, Ohio 45036-2384  
[Map to this location](#)

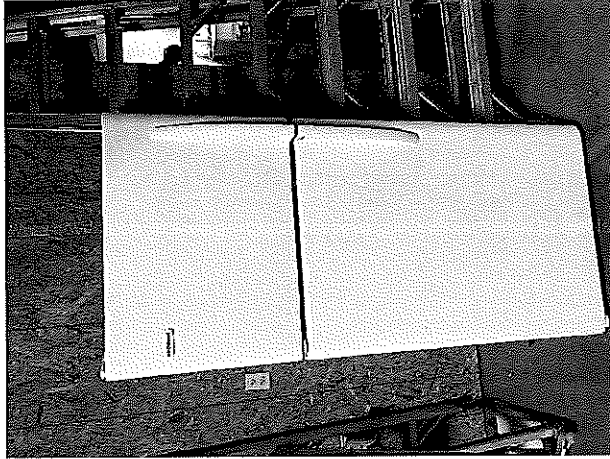
## Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

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## REFRIGERATOR

Auction Ends **ET**

Starting Bid **\$0.00**

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### Make/Brand

FRIGIDAIRE

### Condition

Used/See Description

### Category

Cafeteria and Kitchen Equipment

### Inventory ID

FAC220225

SMALL REFRIGERATOR. WAS WOKRING WHEN UNPLUGGED

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information



### Seller Name

Warren County, OH

### Asset Contact

[Traci Guthrie](#) (Phone: 513-695-2008)

### Asset Location

430 Justice Dr  
Lebanon, Ohio 45036-2384  
[Map to this location](#)

## Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

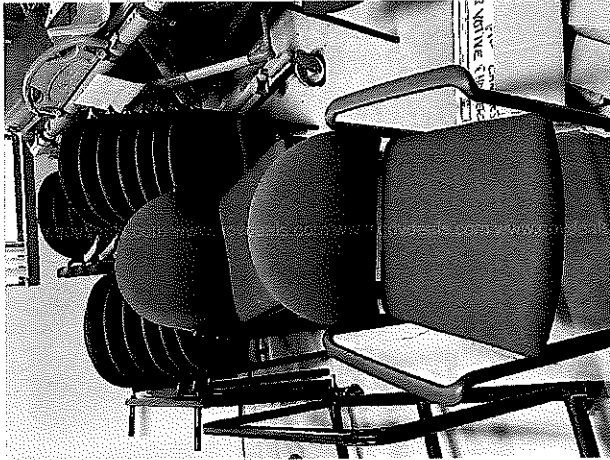
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## CONFERENCE CHAIRS

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC220224

32 Conference chairs. Some have arms and some do not

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Traci Guthrie</a> (Phone: 513-695-2008)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>

### Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

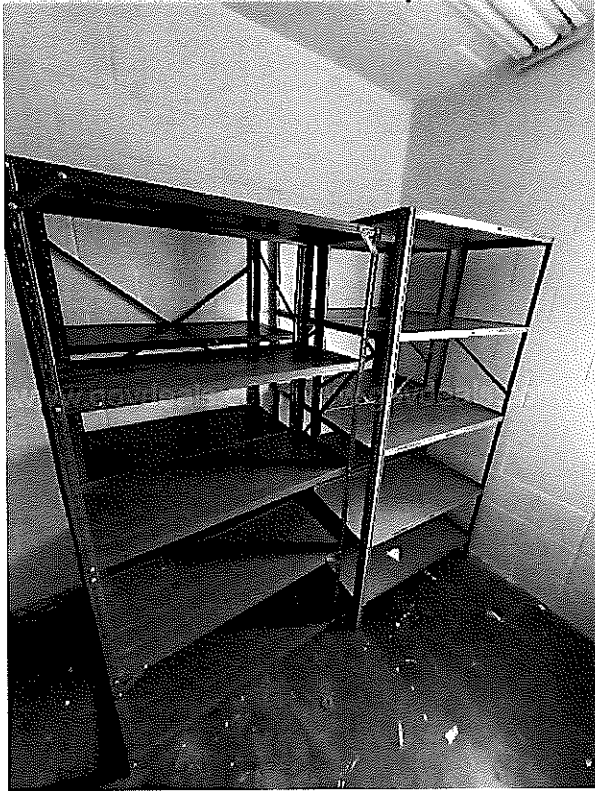
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## METAL SHELVES

Auction Ends **ET**

Starting Bid **\$0.00**

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**0** visitors

Condition	Category	Inventory ID
Used/See Description	Industrial Equipment, General	FAC220223

FOUR METAL SHELVING UNITS APPROXIMATELY 6 FEET TALL. ALL ARE 3 FEET WIDE. 2 ARE 18" DEEP 2 ARE 16" DEEP

### ? Questions and Answers

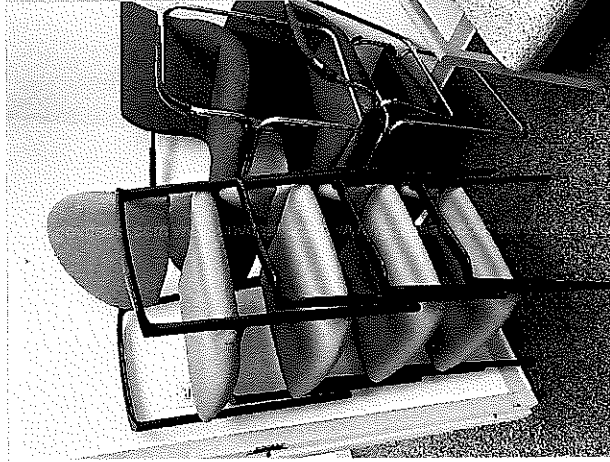
There are currently no questions posted for this asset.

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## CHAIRS

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC220222

4 LIGHT GREEN CHAIRS 3 TEAL CHAIRS

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Traci Guthrie</a> (Phone: 513-695-2008)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>

## Q Inspection

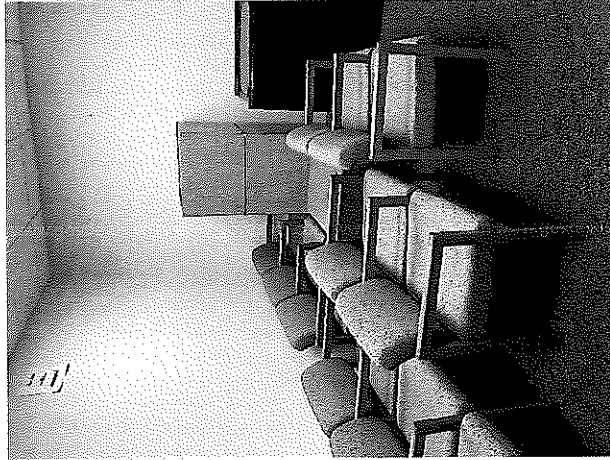
Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

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## BENCH CHAIRS, 4 END TABLES AND SMALL DESK

Auction Ends ET

Starting Bid \$0.00

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Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC220221

Bench Chairs gray in color, one small desk and four end tables

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Traci Guthrie</a> (Phone: 513-695-2008)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>

### Q Inspection

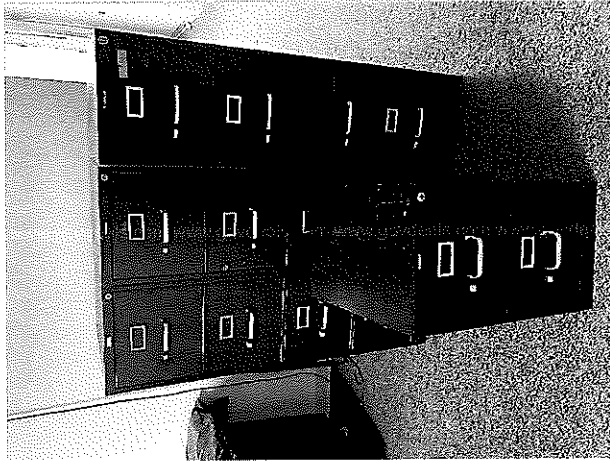
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## FILING CABINETS

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	FAC220220

3 - 4 drawer filing cabinets 1 - 2 drawer filing cabinets

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Traci Guthrie</a> (Phone: 513-695-2008)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>

## Q Inspection

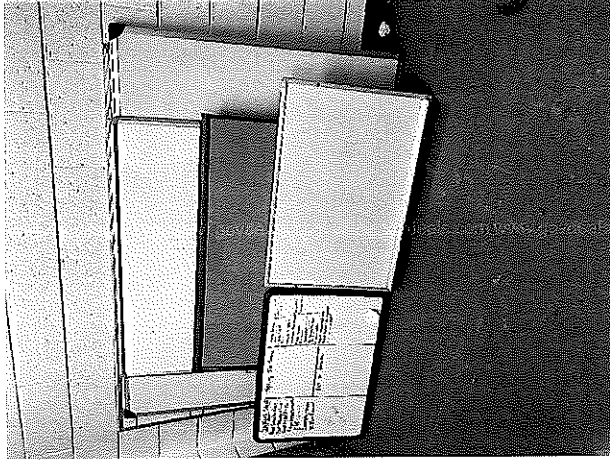
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## DRY ERASE BOARDS AND ONE CORK BOARD

Auction Ends ET

Starting Bid \$0.00

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	FAC220219

4 various size dry erase boards. 1 cork board

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Traci Guthrie</a> (Phone: 513-695-2008)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>

### Q Inspection

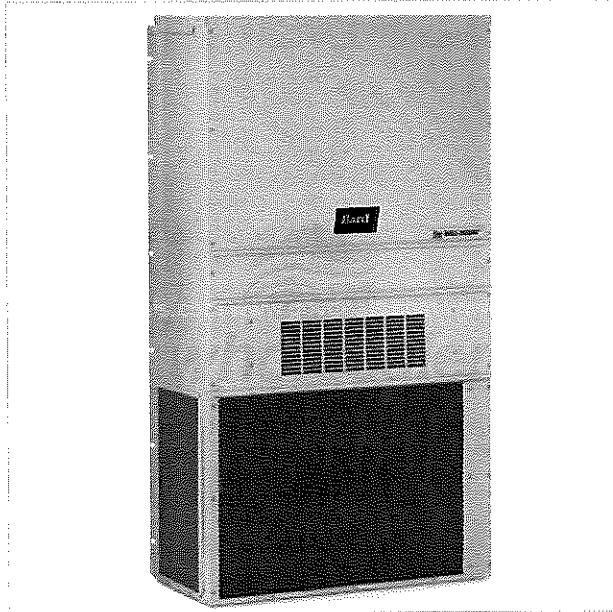
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## BARD 4 TON A/C WITH ELECTRIC HEAT

Auction Ends ET

Starting Bid \$0.00

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0 visitors

Year	Make/Brand	Model	Condition	Category	Inventory ID
2017	BARD	W48A2-A05SPXXXJ 4T	New/Unused	HVAC Equipment	FAC220218

Bard 4 ton A/C with electric heat 5KW. Full flow economizer. Low ambient controls. Replaceable filters. Was purchased for tower site location but was never used, still in plastic and on skid, never been mounted. 230 Volt single phase.

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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## LOT OF 4 BLUE PLASTIC CHAIRS #1

Auction Ends ET

Starting Bid \$0.00

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC220217

Lot of 4 blue chairs #1

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Traci Guthrie</a> (Phone: 513-695-2008)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>

### Q Inspection

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### \$ Payment

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## GAMING TABLE #2

Auction Ends **ET**

Starting Bid **\$0.00**

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**0** visitors

Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC220216
Gaming table #2		

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Traci Guthrie</a> (Phone: 513-695-2008)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>

## Q Inspection

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## \$ Payment



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## LOT OF 5 HEAVY INSTITUTIONAL BLUE CHAIRS WITH 2 SMALL OTTOMANS #3

Auction Ends ET  
Starting Bid \$0.00

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC220215

Lot of 5 heavy institutional blue chairs with 2 small ottomans #3

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



**Seller Name** Warren County, OH

**Asset Contact** [Traci Guthrie](#) (Phone: 513-695-2008)

**Asset Location** 430 Justice Dr  
Lebanon, Ohio 45036-2384  
[Map to this location](#)

### Q Inspection

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### \$ Payment

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## LOT OF 6 HEAVY INSTITUTIONAL BLUE CHAIRS WITH LARGE OTTOMAN #4

Auction Ends ET

Starting Bid \$0.00

[Terms and Conditions](#)

Sign in to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC220214

Lot of 6 heavy institutional blue chairs with ottoman #4

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Traci Guthrie</a> (Phone: 513-695-2008)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>

### Q Inspection

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### \$ Payment

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## SMALL EMERSON TV #5

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Televisions	FAC220213
Small Emerson TV #5		

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Traci Guthrie</a> (Phone: 513-695-2008)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>

## Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

## \$ Payment

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## SMALL TR TV #6

Auction Ends **ET**

Starting Bid **\$0.00**

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**0** visitors

Condition	Category	Inventory ID
Used/See Description	Televisions	FAC220212

Small TR TV #6

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information



<b>Seller Name</b>	Warren County, OH
<b>Asset Contact</b>	<a href="#">Traci Guthrie</a> (Phone: 513-695-2008)
<b>Asset Location</b>	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>

## Q Inspection

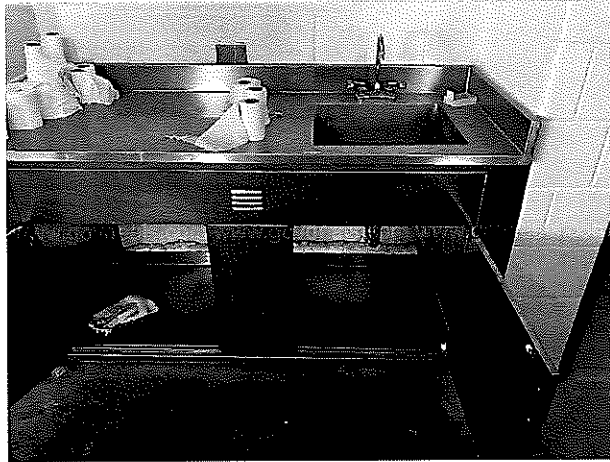
Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

## \$ Payment

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## SS CABINET AND SINK FROM JAIL POD #7

Auction Ends ET

Starting Bid \$0.00

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Cafeteria and Kitchen Equipment	FAC220211
Cabinet and sink from jail		

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Traci Guthrie</a> (Phone: 513-695-2008)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>

## Q Inspection

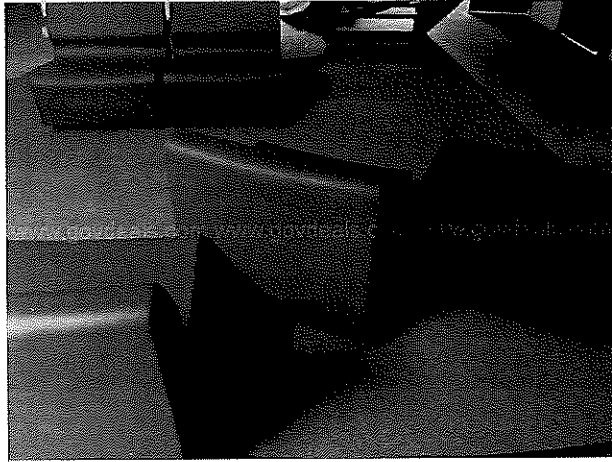
Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

## \$ Payment

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## LOT OF 4 HEAVY INSTITUTIONAL BLUE CHAIRS WITH OTTOMAN #8

Auction Ends ET

Starting Bid \$0.00

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC220210

Lot of 4 heavy institutional blue chairs with ottoman #8

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Traci Guthrie</a> (Phone: 513-695-2008)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>

### Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

### \$ Payment

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## LOT OF 4 HEAVY INSTITUTIONAL BLUE CHAIRS #9

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC220209

Lot of 4 heavy institutional blue chairs #9

## ? Questions and Answers

There are currently no questions posted for this asset.

## >> Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Traci Guthrie</a> (Phone: 513-695-2008)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>

## Q Inspection

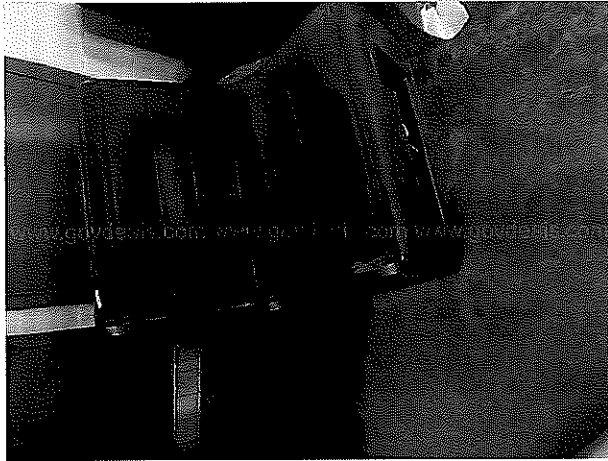
Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

## \$ Payment

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## LOT OF 2 HEAVY DUTY PLASTIC INSTITUTIONAL BLUE CHAIRS #10

Auction Ends ET

Starting Bid \$0.00

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC220208

Lot of 2 heavy duty plastic institutional blue chairs #10

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Traci Guthrie</a> (Phone: 513-695-2008)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>

## Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

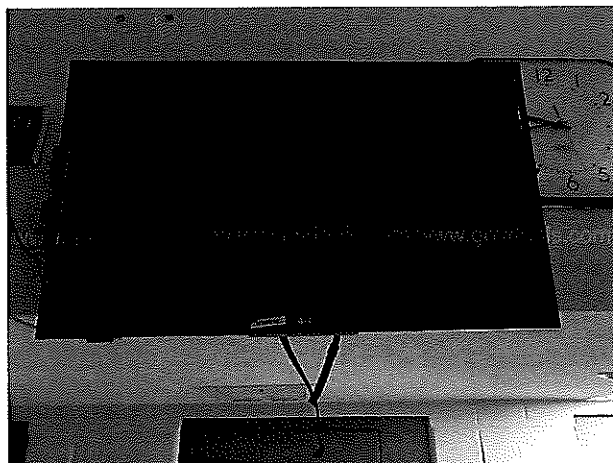
## \$ Payment



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## SMALL LG TV #11

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Televisions	FAC220207
Small LG TV #11		

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Traci Guthrie</a> (Phone: 513-695-2008)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>

## Q Inspection

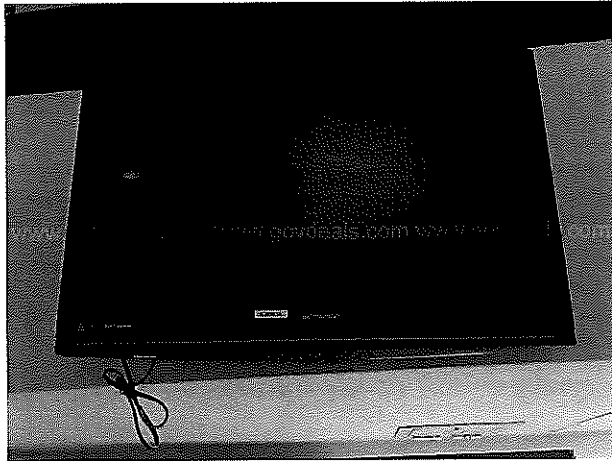
Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

## \$ Payment

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## SMALL EMERSON TV #12

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition	Category	Inventory ID
Used/See Description	Televisions	FAC220206

Small Emerson TV #12

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Traci Guthrie</a> (Phone: 513-695-2008)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>

## Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

## \$ Payment

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## SS CABINET AND SINK FROM JAIL POD #13

Auction Ends ET

Starting Bid \$0.00

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition	Category	Inventory ID
Used/See Description	Cafeteria and Kitchen Equipment	FAC220205

Cabinet and sink from jail.

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Traci Guthrie</a> (Phone: 513-695-2008)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>

## Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

## \$ Payment

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## OFFICE CHAIR #14

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	FAC220204

Office chair #14

## ? Questions and Answers

There are currently no questions posted for this asset.

## >> Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Traci Guthrie</a> (Phone: 513-695-2008)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>

## Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

## \$ Payment

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## OFFICE CHAIR #15

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

**0** visitors

Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	FAC220203

Office Chair

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Traci Guthrie</a> (Phone: 513-695-2008)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>

## Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

## \$ Payment

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## SMALL HOLIDAY MICROWAVE #16

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Cafeteria and Kitchen Equipment	FAC220202

Small holiday microwave

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Traci Guthrie</a> (Phone: 513-695-2008)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>

## Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

## \$ Payment

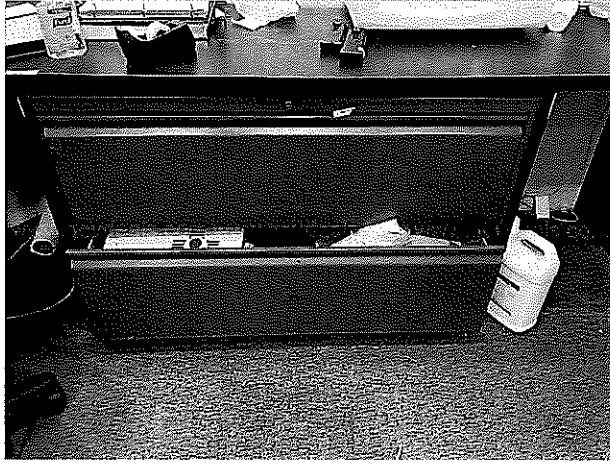
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## LARGE 2 DRAWER FILE CABINET #17

Auction Ends ET

Starting Bid \$0.00

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	FAC220201

Large 2 drawer file cabinet.

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Traci Guthrie</a> (Phone: 513-695-2008)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>

### Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

### \$ Payment

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## BABY GATE - BLACK IN COLOR

Auction Ends ET

Starting Bid \$0.00

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition	Category	Inventory ID
New/Unused	Furniture/Furnishings	FAC220200

Fairy Baby Extra Wide Baby Gate- Large walk through safety child gates for kid or pet. Long Pressure Mounted Baby Gate Black in color. Covers basic door opening from @ 29" up to @ 84". Height is @ 29". Might be missing one connecting rod.

## ? Questions and Answers

There are currently no questions posted for this asset.

## >> Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Traci Guthrie</a> (Phone: 513-695-2008)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>

## Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

## \$ Payment



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## Beverage Cooler

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

**0** visitors

Condition	Category	Inventory ID
Used/See Description	Cafeteria and Kitchen Equipment	MRY22004

Large, double door beverage cooler. Works. Doors stick.

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



<b>Seller Name</b>	Warren County, OH
<b>Asset Contact</b>	<a href="#">Michael Mason</a> (Phone: 513-695-1613 ext. 1613)
<b>Asset Location</b>	900 Memorial Dr Lebanon, Ohio 45036-2443 <a href="#">Map to this location</a>

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## 3 Surge Protectors/Battery Backups, 1 Novatime Time Clock

Auction Ends ET

Starting Bid \$0.00

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computer accessories	MRY22003

3 Surge Protectors/Battery Backups, 1 Novatime Time Clock. Various brands. Various conditions. Various ages.

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Michael Mason</a> (Phone: 513-695-1613 ext. 1613)
Asset Location	900 Memorial Dr Lebanon, Ohio 45036-2443 <a href="#">Map to this location</a>

## Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

## \$ Payment

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## 2 UF55 Smart Board Projectors

Auction Ends ET

Starting Bid \$0.00

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computer accessories	MRY22002

2 UF55 Smart Board Projectors.

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Michael Mason</a> (Phone: 513-695-1613 ext. 1613)
Asset Location	900 Memorial Dr Lebanon, Ohio 45036-2443 <a href="#">Map to this location</a>

### Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

### \$ Payment

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## 6 Computer Monitors, 5 Computer Monitor Stands

Auction Ends ET

Starting Bid \$0.00

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computer Monitors	MRY22001

6 computer monitors (5 with stands attached). Some cabling attached. 5 additional computer stands. Various brands. Various conditions. Various ages.

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Michael Mason</a> (Phone: 513-695-1613 ext. 1613)
Asset Location	900 Memorial Dr Lebanon, Ohio 45036-2443 <a href="#">Map to this location</a>

## Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

## \$ Payment

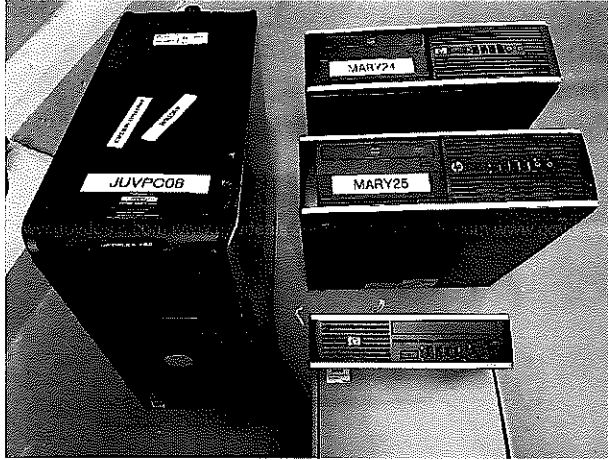
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## 4 Computers

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computer Hardware	MRY22005

1 Dell Optiplex 755, 2 HP Compaqs, 1 HP Compaq mini. Hard drives removed.

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information



<b>Seller Name</b>	Warren County, OH
<b>Asset Contact</b>	<a href="#">Michael Mason</a> (Phone: 513-695-1613 ext. 1613)
<b>Asset Location</b>	900 Memorial Dr Lebanon, Ohio 45036-2443 <a href="#">Map to this location</a>

## Q Inspection

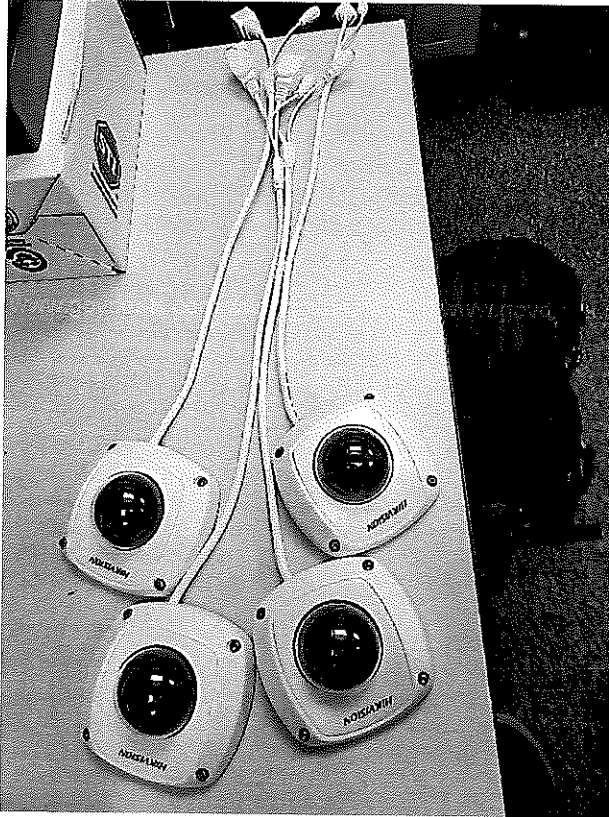
Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

## \$ Payment

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## 4 Hikvision Outdoor Security Cameras

Auction Ends ET

Starting Bid \$0.00

[Terms and Conditions](#)

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0 visitors

Make/Brand	Model	VIN/Serial	
Hikvision	DE-2CD7164-E	see below	
Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Audio/Visual Equipment	TEL22013

4 Hikvision Outdoor Security cameras unknown working condition to sell as a group  
Serial #s 433439737 433439706 433439765 433439713

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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## Barracuda Web filter and 5 Cisco Firewall Security Appliances

Auction Ends ET

Starting Bid \$0.00

[Terms and Conditions](#)

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0 visitors

Make/Brand	Model	VIN/Serial	
Barracuda and Cisco	410 and ASA 5505 V12	BAR-YF-553111 and others	
Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Networking and Wireless Devices	TEL22012

Barracuda Web filter in working condition  
5 Cisco Firewall Security Appliances in working condition serial numbers are photographed JMX1718Z19D JMX200640BU JMX1336Z1GH JMX1142Z1BH JMX2002410M

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

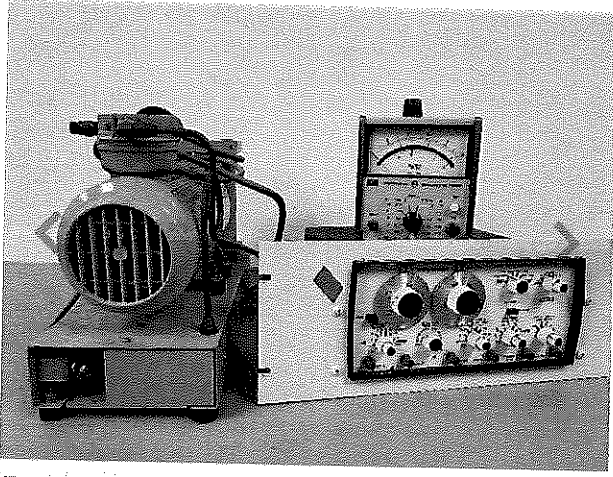
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## Wavetek Sweep Generator, HP Voltmeter, Gast Dehydrator

Auction Ends ET

Starting Bid \$0.00

[Terms and Conditions](#)

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0 visitors

Make/Brand	Model	VIN/Serial	
Wavetek, HP, Gast	Generator, RMS Voltmeter	J7191636, 2415A36112, 0787	
Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Industrial Equipment, General	TEL22008

Wavetek 185 Sweep Generator, Hewlett Packard 3400A RMS Voltmeter, and GAST Mfg. 1HAB 35A M100X Dehydrator all unknown working condition on all items to sell as a group lot

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



**Seller Name** Warren County, OH

**Asset Contact** [Kristy Oeder](#) (Phone: 513-695-1319)

**Asset Location** 430 Justice Dr  
Lebanon, Ohio 45036-2384  
[Map to this location](#)



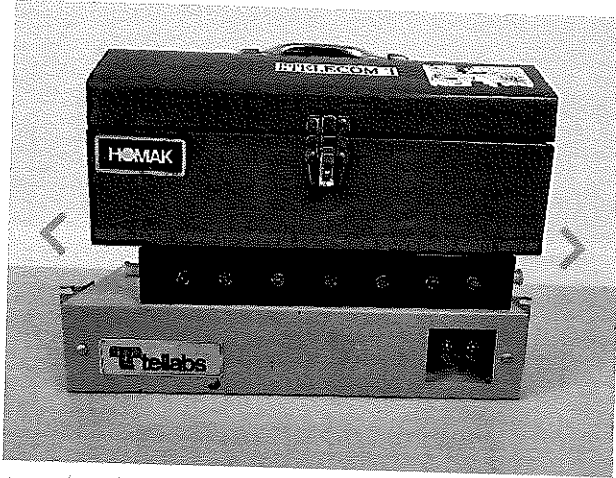
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## Tellabs Power Supply Receive Filter and Homak Toolbox

Auction Ends ET

Starting Bid \$0.00

[Terms and Conditions](#)

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0 visitors

**Make/Brand**

Tellabs / Homak

**Model**

PS-1512 Power supply

**Quantity**

Lot 1

**Condition**

Used/See Description

**Category**

Industrial Equipment, General

**Inventory ID**

TEL22006

Tallabs 1512 Power Supply, 800 MHz Receive filter, and red Homak toolbox, all unknown working condition

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



**Seller Name**

Warren County, OH

**Asset Contact**

[Kristy Oeder](#) (Phone: 513-695-1319)

**Asset Location**

430 Justice Dr  
Lebanon, Ohio 45036-2384  
[Map to this location](#)

### Q Inspection

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

# Resolution

Number 22-0581

Adopted Date April 19, 2022

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 4/12/22 and 4/14/22, 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 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor ✓

# Resolution

Number 22-0582

Adopted Date April 19, 2022

APPROVE OPERATIONAL TRANSFERS OF INTEREST EARNINGS FROM COMMISSIONERS FUND #11011112 INTO WATER FUNDS #5510, #5583, SEWER FUNDS #5580, AND #5575

WHEREAS, pursuant to Resolution #90-502, adopted May 3, 1990, and amended by Resolution #18-1854, adopted November 27, 2018, relative to the transfer of interest earned by the County on revenues earned on various funds held by the County to the benefit of the Water and Sewer system; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfers of interest earnings for the period of March 2022:

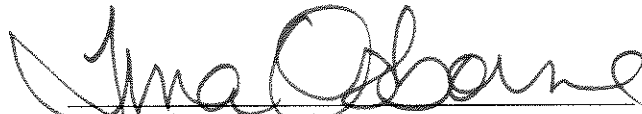
\$ 15,225.65	from #11011112 5997	(Operational Transfers)
	into #5510 44100 55103200 AAREVENUE	(Water Revenue - Interest Earnings)
\$ 446.14	from #11011112 5997	(Operating Transfers)
	into #5575 44100 55753300 AAREVENUE	(Sewer Construction Project – Interest Earnings)
\$ 14,874.92	from #11011112 5997	(Operational Transfers)
	into #5580 44100 55803300 AAREVENUE	(Sewer Revenue – Interest Earnings)
\$ 1,867.86	from #11011112 5997	(Operational Transfers)
	into #5583 44100 55833200 AAREVENUE	Water Construction Projects – Interest Earnings)

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

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

Resolution adopted this 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

Tz/

cc: Auditor   
Water/Sewer (file)

OMB  
Operational Transfer file

# Resolution

Number 22-0583

Adopted Date April 19, 2022

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO COMMON PLEAS COMMUNITY  
CORRECTIONS #2227

BE IT RESOLVED, to approve the following supplemental appropriation:


\$ 10,000.00 into 22271220-5911 (Non - Taxable Meal Fringe)  
\$ 10,000.00 into 22271220-5940 (Travel 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 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

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

# Resolution

Number 22-0584

Adopted Date April 19, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COMMUNITY  
CORRECTIONS MENTAL HEALTH #2228

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 5,000.00 into BUDGET-BUDGET 22281220-5400 (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 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

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

# Resolution

Number 22-0585

Adopted Date April 19, 2022

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO COMMON PLEAS COURT  
COMMUNITY BASED CORRECTIONS #2289

BE IT RESOLVED, to approve the following supplemental appropriations:

\$10,000.00	into	BUDGET-BUDGET 22891224-5210	(Materials/Supplies)
\$10,000.00	into	BUDGET-BUDGET 22891227-5210	(Materials/Supplies)

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

M  
M  
M

Resolution adopted this day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

# Resolution

Number 22-0586

Adopted Date April 19, 2022

**APPROVE SUPPLEMENTAL APPROPRIATIONS INTO COMMON PLEAS COURT  
COMMUNITY BASED CORRECTIONS #2289**

BE IT RESOLVED, to approve the following supplemental appropriations:

\$5,000.00	into	BUDGET-BUDGET 22891227-5850	(Training/Education)
\$5,000.00	into	BUDGET-BUDGET 22891227-5911	(Non Taxable Meal Fringe)
\$5,000.00	into	BUDGET-BUDGET 22891227-5940	(Travel 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 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

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

# Resolution

Number 22-0587

Adopted Date April 19, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT  
SERVICES FUNDS #11011220 AND #11011223

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 5,000.00	from	11011220-5820	Health/Life Insurance
	into	11011220-5850	Training/Education
\$ 5,000.00	from	11011220-5820	Health/Life Insurance
	into	11011223-5850	Training/Education
\$ 3,000.00	from	11011220-5820	Health/Life Insurance
	into	11011220-5911	Non Taxable Meal Fringe
\$ 3,000.00	from	11011220-5820	Health/Life Insurance
	into	11011223-5911	Non Taxable Meal Fringe
\$ 2,000.00	from	11011220-5820	Health/Life Insurance
	into	11011220-5940	Travel Expenses
\$ 2,000.00	from	11011220-5820	Health/Life Insurance
	into	11011223-5940	Travel Expenses

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

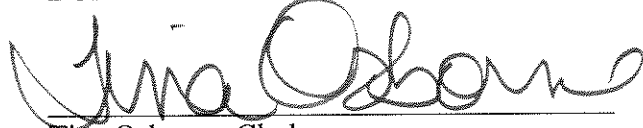
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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



# Resolution

Number 22-0588

Adopted Date April 19, 2022

**APPROVE APPROPRIATION ADJUSTMENTS WITHIN COMMON PLEAS COURT  
SERVICES #11011223**

BE IT RESOLVED, to approve the following appropriation adjustments:

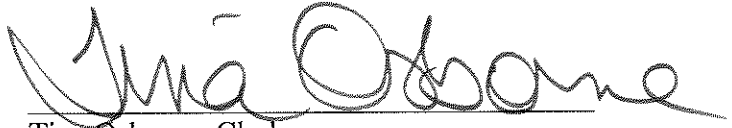
\$ 2,000.00	from	11011223-5102	(Regular Salaries)
	into	11011223-5910	(Other Expenses)
\$ 2,000.00	from	11011223-5102	(Regular Salaries)
	Into	11011223-5911	(Non Taxable Meal Fringe)

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 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 22-0589

Adopted Date April 19, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE SOLID WASTE  
MANAGEMENT DISTRICT FUND #2256

WHEREAS, an appropriation adjustment is necessary to accommodate vouchers for the litter  
program; and

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


\$2000.00      from    #22564410-5410      (Contracts BOCC Approved)  
                 into    #22564410-5911      (Non-Taxable Meal Fringe)

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 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Solid Waste (file)

# Resolution

Number 22-0590

Adopted Date April 19, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN ENGINEER FUND #5590

BE IT RESOLVED, to approve the following appropriation adjustments for payroll insurance expenses:

\$ 4,000.00    from    #55903090-5400    (Purchased Services)  
                  into    #55903090-5820    (Health & Life Insurance)

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 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Engineer (file)

# Resolution

Number 22-0591

Adopted Date April 19, 2022

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. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

Commissioners' file

## REQUISITIONS

Department	Vendor Name	Description	Amount
ENG	JOHN R JURGENSEN COMPANY	ENG. RESURFACE EAST HALF BUTLE	\$ 95,000.00
WAT	XYLEM WATER SOLUTIONS USA INC	SEW SPARE PUMPS FOR FOSTERS RU	\$ 25,794.16
TEL	ENVIROMENTAL SYSTEMS RESEARCH INST	TEL ESRI ARCGIS LICENSE AND MA	\$ 7,683.00
ENG	JOHN R JURGENSEN COMPANY	ENG. 2022 WARREN COUNTY RESURF	\$ 3,012,701.82
ENG	AERO MARK COMPANY LLC	ENG.2022 STRIPING PROJECT	\$ 196,239.24
ENG	CARGILL INC	ENG. 2022/2023 BULK ICE CONTRO	\$ 534,300.00

## PO CHANGE ORDER

SEW	POWERS & ASSOCIATES INC	5' DIAMETER METERING MANHOLE WITH 15" PALMER	\$ 1,500.00 INCREASE
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4/19/2022 APPROVED:



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Tiffany Zindel, County Administrator

# Resolution

Number 22-0592

Adopted Date April 19, 2022

ENTER INTO AN AGREEMENT WITH THE CITY OF SPRINGBORO FOR WATER AND SANITARY SEWER SERVICE TO PROPERTY ALONG LOWER SPRINGBORO ROAD

WHEREAS, the County has received a request from the City of Springboro to establish a City retail water and sanitary service area in an unincorporated portion of Clearcreek Township near Lower Springboro Rd being, the western 2.0002 acres of land owned by Steven F. and Bridgette A. Swigart, being a part of Parcel # 04074760192; and

WHEREAS, the City owns, operates, and maintains water lines and gravity sewers near the roadway frontage of the aforementioned property; and

WHEREAS, water and sanitary sewer service from the County is not readily available to the aforementioned property; and

WHEREAS, the City of Springboro is the designated management agency for this sewer service area; and

WHEREAS, the City and County wish to collaborate to provide water and sanitary sewer service to the aforementioned property; and

NOW THEREFORE BE IT RESOLVED, that the Board of Warren County Ohio Commissioners does hereby approve and execute the Water and Sanitary Sewer Agreement with the City of Springboro effective immediately and is attached hereto and made a part of hereof.

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

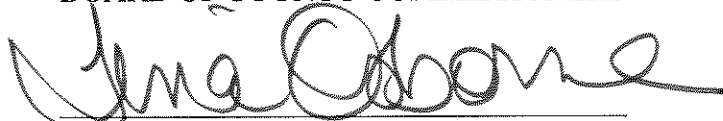
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—City of Springboro  
Water/Sewer (file)

**WATER AND SANITARY SEWER AGREEMENT**

This AGREEMENT is entered into on the date stated below by and between the City of Springboro, an Ohio municipal corporation, 320 W. Central Avenue, Springboro, Ohio 45066 (hereinafter "City") and the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter "County").

WHEREAS, the parties desire to establish a City retail water and sanitary service area in an unincorporated portion of Clearcreek Township near Lower Springboro Rd being, the western 2.0002 acres of land owned by Steven F and Bridgette A Swigart, being a part of Parcel # 04074760192 as further depicted on the attached Exhibit A (hereinafter "the Property"); and

WHEREAS, the Property where City desires to establish a retail water and sanitary sewer service area is within the territory to be serviced exclusively by the County pursuant to Ohio Revised Code §6103.02 et seq.;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. That the County shall release its exclusive rights to service the Property to the City for retail water and sanitary sewer service for the western 2.0 acres as shown on the exhibit.
2. The City shall not provide water and sanitary sewer service to any area adjacent to the Property that is to be serviced exclusively by the County without the County's written approval.
3. Within the area released to the City for retail water and sanitary sewer service, the City shall own, operate and maintain the water mains, sewer mains and manholes. The City shall collect Tap-In Fees for all connections to the City's water and sewer mains and the City shall bill all such customers for water service. Nothing herein shall require the City to install water or sewer mains or lines to or within the Property, any such infrastructure shall be at the Property owner's sole cost.
4. The Tap-In Fee and water rate for structures within the Property shall be equal to the Tap-In Fees established for City water customers in unincorporated areas.

**IN EXECUTION WHEREOF**, the City of Springboro has caused this agreement to be executed by Chris Pozzuto, its City Manager, on the date stated below.

**CITY OF SPRINGBORO**

\_\_\_\_\_  
Chris Pozzuto, City Manager

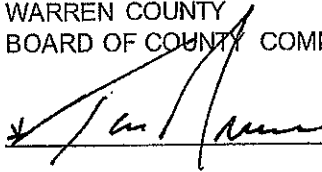
DATE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Gerald McDonald, City Law Director

IN EXECUTION WHEREOF, the Warren County Board of Commissioners has caused this agreement to be executed by Tom Grossman, its President, on the date stated below, pursuant to Resolution Number \_\_\_\_\_, dated 4-19-22.

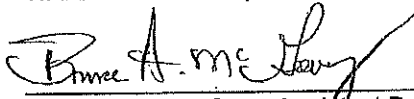
WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_

DATE: 4-19-22

APPROVED AS TO FORM:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

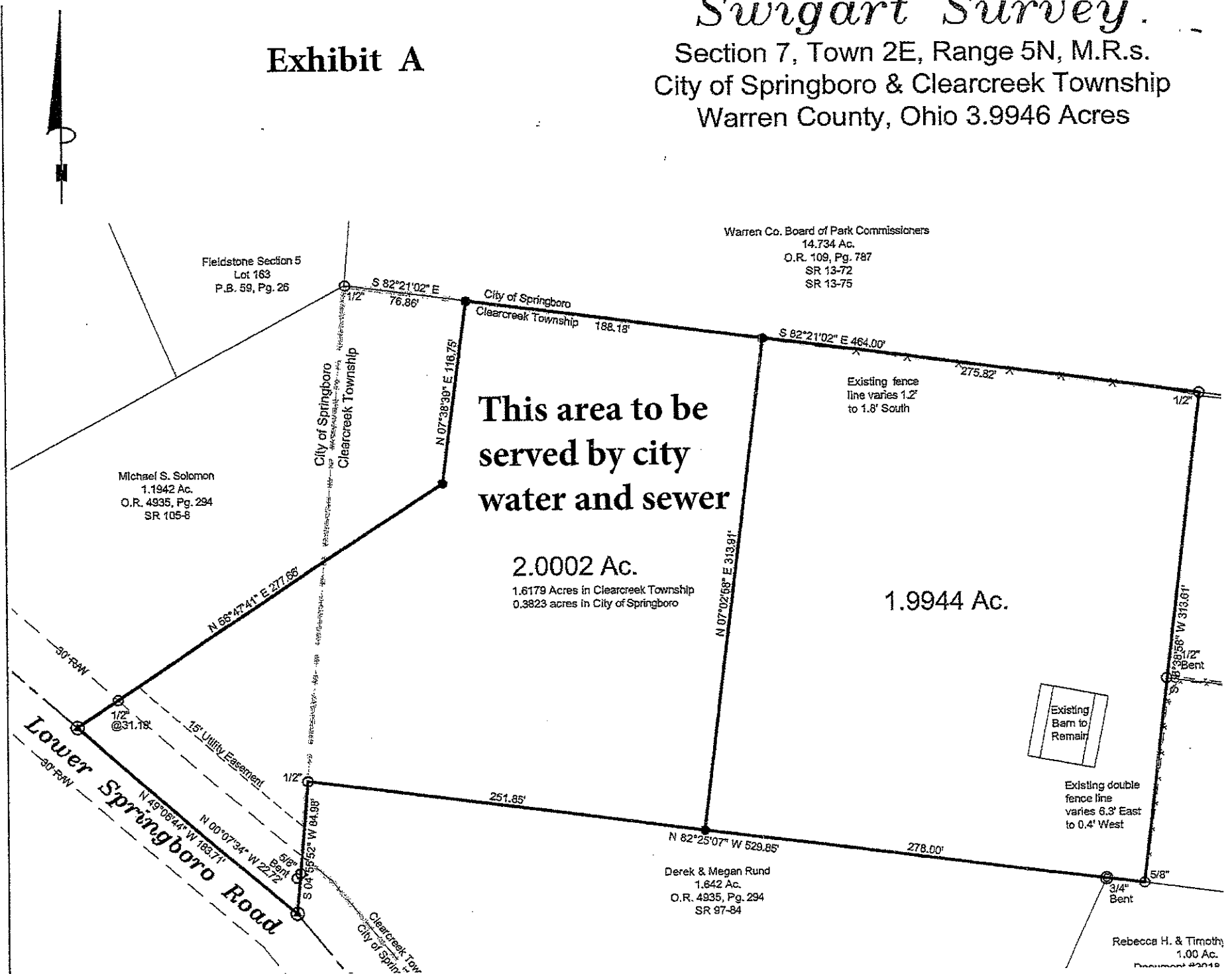
  
\_\_\_\_\_  
By: Bruce A. McGary, Assistant Prosecutor

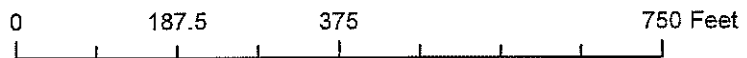
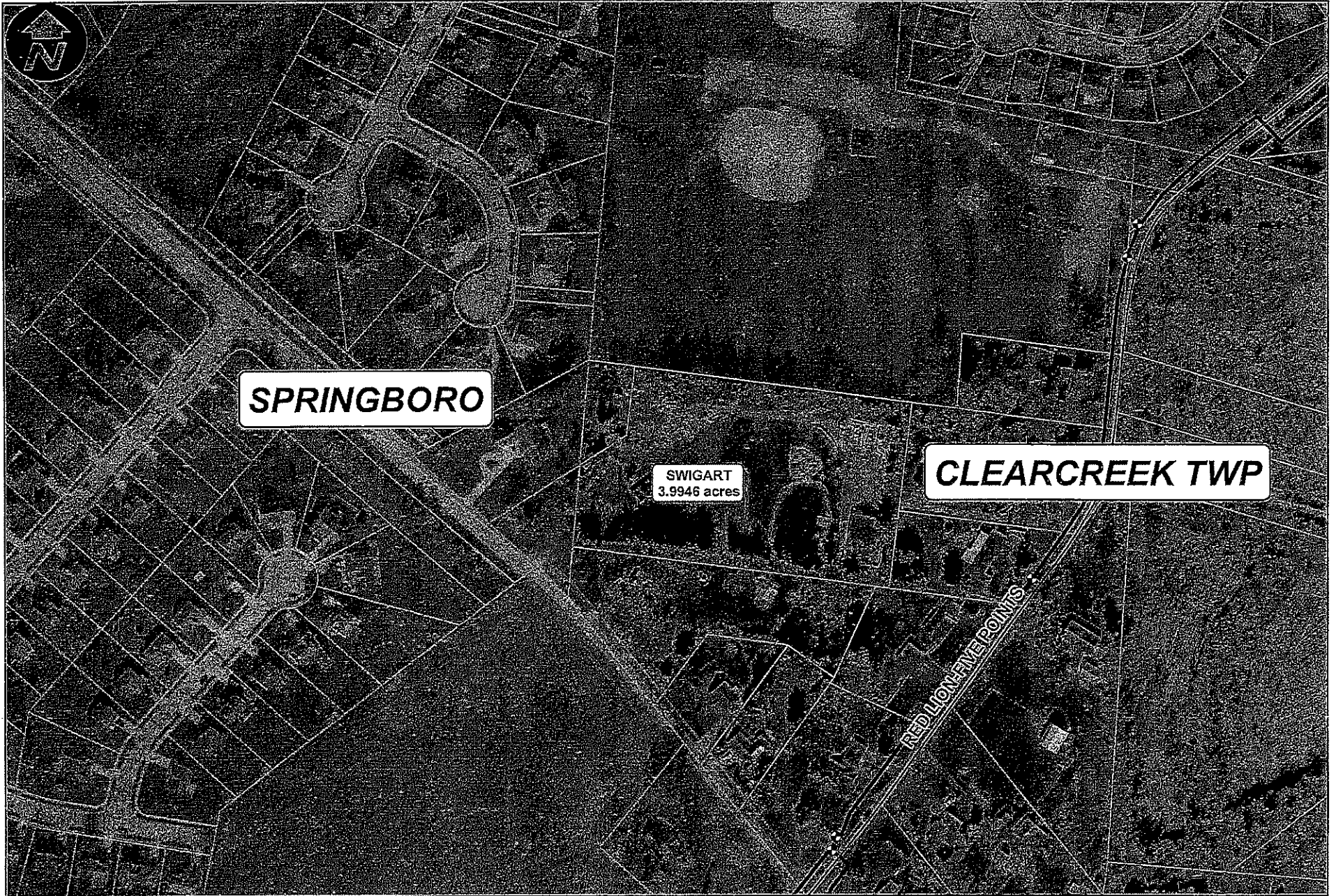


# Exhibit A

# Swigart Survey

Section 7, Town 2E, Range 5N, M.R.s.  
City of Springboro & Clearcreek Township  
Warren County, Ohio 3.9946 Acres





**SWIGART PROPERTY**  
**APRIL 2022**

# Resolution

Number 22-0593

Adopted Date April 19, 2022

AUTHORIZE TIFFANY ZINDEL, COUNTY ADMINISTRATOR, TO SIGN A MEMORANDUM OF UNDERSTANDING BETWEEN THE WARREN COUNTY SHERIFF AND THE WARREN COUNTY SHERIFFS' BENEVOLENT ASSOCIATION

WHEREAS, to authorize Tiffany Zindel, County Administrator, to sign a Memorandum of Understanding between the Warren County Sheriff and the Warren County Sheriffs' Benevolent Association, to amend the following Collective Bargaining Agreements: Non- Sworn Employees, SERB Case Numbers 2019- MED- 07- 0646; 2019- MED- 07- 0647; 2019- MED- 07- 0648, specifically Sections 22.9 and 22.10, to allow Corrections Supervisors (Unit B) to work overtime in the Corrections Office (Unit A) bargaining unit, said Memorandum of Understanding is attached hereto and made a part hereof.

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


Mr. Grossmann – yea

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk


cc: c/a – Warren County Deputy Sheriffs' Benevolent Association  
Sheriff (file)

## MEMORANDUM OF UNDERSTANDING

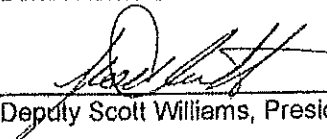
In support of corrections officers, as directly caused by the current labor market and staffing shortages, the Warren County Sheriff's Office and the Warren County Deputy Sheriff's Benevolent Association collectively referred to as "the Parties" hereby agree to amend the following Collective Bargaining Agreements: Non-Sworn Employees, SERB Case Numbers 2019-MED-07-0646; 2019-MED-07-0647; 2019-MED-07-0648, specifically Sections 22.9 and 22.10, to allow Corrections Supervisors (Unit B) to work overtime in the Corrections Officer (Unit A) bargaining unit. The Parties agree to the following:

- Section 22.9 Scheduled Overtime: Overtime which has been properly posted and declined by eligible corrections officers may be awarded to corrections supervisors by using the process outlined in this section. At no time can a corrections supervisor be awarded posted overtime if an eligible corrections officer properly signs up for the overtime. Nothing requires the corrections supervisor to wait until the overtime is declined to sign up for the posted overtime.
- Section 22.10 Unscheduled Overtime: When a supervisor becomes aware overtime will be necessary, and the process of offering the overtime to the shift preceding the need results in no acceptance, the supervisor may offer the overtime to corrections supervisors on the shift preceding the need by using the process outlined in this section. At no time can a corrections supervisor take properly offered and accepted overtime from a corrections officer.
- Corrections supervisors are not eligible to be forced to work scheduled or unscheduled overtime shifts outside of their bargaining unit.
- In the event of scheduled or unscheduled overtime within the corrections supervisor bargaining unit, in all cases, this will take priority over corrections officer overtime.
- Corrections supervisors are responsible for ensuring proper relief is available in the event of unscheduled overtime within their bargaining unit.
- Corrections supervisors awarded corrections overtime will follow the post rotation assigned by the shift supervisor.

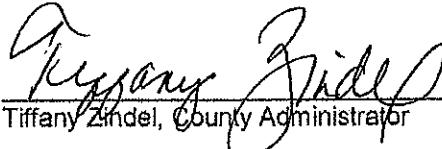
For the Warren County Sheriff's Office:

  
4-18-2022  
Larry L. Sims, Sheriff

For the Warren County Deputy Sheriff's  
Benevolent Association:

  
04/16/2022  
Deputy Scott Williams, President

For the Warren County Commissioners:

  
Tiffany Zindel, County Administrator