

Resolution

Number 18-1108

Adopted Date July 17, 2018

ACCEPT RESIGNATION OF ERYNN HARTMANN, FISCAL PURCHASING SPECIALIST,
WITHIN THE OFFICE OF MANAGEMENT AND BUDGET, EFFECTIVE AUGUST 3, 2018

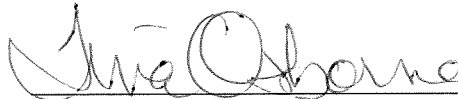
BE IT RESOLVED, to accept the resignation of Erynn Hartmann, Fiscal Purchasing Specialist,
within the Office of Management and Budget, effective August 3, 2018.

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

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

Resolution adopted this 17th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 18-1109

Adopted Date July 17, 2018

PROMOTE KEVIN HOGG TO THE POSITION OF PROTECTIVE SERVICES SUPERVISOR WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, it is the desire of the board to promote Kevin Hogg from Investigative Caseworker II to Protective Services Supervisor; and

NOW THEREFORE BE IT RESOLVED, to promote Kevin Hogg to Protective Services Supervisor within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, exempt status, Pay Grade # A, \$1,937.92 bi-weekly, effective pay period beginning July 21, 2018 subject to 180 probationary period; and


BE IT FURTHER RESOLVED, Mr. Hogg will not receive the typical three percent (3%) increase upon completion of his year probation on September 5, 2018.

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

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

Resolution adopted this 17th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
Kevin Hogg's Personnel File
OMB – Sue Spencer

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

Resolution

Number 18-1110

Adopted Date July 17, 2018

HIRE ASHLEY BORSCH AS PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Ashley Borsch, as Protective Services Caseworker I within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #6, \$15.67 per hour, under the Warren County Job and Family Services, Children Services compensation plan, effective July 23, 2018, subject to a negative drug screen and 365 day probationary period.

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

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

Resolution adopted this 17th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
Ashley Borsch's Personnel file
OMB – Sue Spencer
Job Class #1798

Resolution

Number 18-1111

Adopted Date July 17, 2018

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

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

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Investigative Caseworker I or II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning July 18, 2018.

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

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

Resolution adopted this 17th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (File)
S. Spencer - OMB

Resolution

Number 18-1112

Adopted Date July 17, 2018

ACCEPT RESIGNATION OF KILEY DANE, ELIGIBILITY REFERRAL SUPERVISOR, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, EFFECTIVE AUGUST 3, 2018


BE IT RESOLVED, to accept the resignation of Kiley Dane, Eligibility Referral Supervisor, within the Warren County Department of Job and Family Services, Human Services Division, effective August 3, 2018.

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

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

Resolution adopted this 17th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 18-1113

Adopted Date July 17, 2018

AUTHORIZE THE POSTING OF THE "ELIGIBILITY REFERRAL SUPERVISOR I" POSITION, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists an opening for the "Eligibility Referral Supervisor I" position within the Department of Job and Family Services, Human Services Division; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Eligibility Referral Supervisor I" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning July 18, 2018.

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

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

Resolution adopted this 17th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Human Services (file)
OMB-Sue Spencer

Resolution

Number 18-1114

Adopted Date July 17, 2018

AUTHORIZE AMENDMENT NO. 6 TO THE BUTLER-WARREN SANITARY SEWER AGREEMENT

WHEREAS, Butler County and Warren County entered into a Sanitary Sewer Agreement dated April 17, 1978, establishing terms and conditions under which Butler County will provide retail sanitary sewer service during the contract period to residents within the Warren County portion of the Upper Mill Creek Regional Facility Planning Area including the residential areas of Chestnut Oaks, Hundred Oaks, and the northern section of Plainview Acres of Deerfield Township; and

WHEREAS, Butler County and Warren County modified said Agreement on October 18, 1979 by Amendment No. 1 which expanded the boundaries of the retail sanitary sewer service area to permit Butler County to provide retail sewer service to additional areas consisting of 200-foot deep roadway frontage along Butler-Warren Road extending from the south boundary of Section 3 to the south corporation line of the City of Mason at Western Row Road; and

WHEREAS, Butler County and Warren County modified said Agreement on September 8, 1994 by Amendment No. 2 which further defined the responsibilities of the two parties as they relate to the providing of sanitary sewer service to the area; and

WHEREAS, Butler County and Warren County further modified said Agreement on September 8, 1994 by Amendment No. 3 which expanded the boundaries of the retail sanitary sewer service area to permit Butler County to provide retail sewer service to an additional 16.461 acres consisting of the Timber Meadows residential development in Deerfield Township; and

WHEREAS, Butler County and Warren County further modified said Agreement on June 19, 2012 by Amendment No. 4 which expanded the boundaries to include the 10.69 acre Walnut Meadows subdivision and to include service to properties along Irwin-Simpson Road; and

WHEREAS, Butler County and Warren County modified said Agreement on March 7, 2016 by Amendment No. 5 to remove a 6.5316 acre parcel at 6636 Irwin-Simpson Road that currently receives sewer service from Warren County's Charleston Park Subdivision and to expand the retail sanitary sewer service area to include 24.78 acres composed of parcels located along Butler Warren Road and properties within the Plainview Acres Subdivision; and

WHEREAS, the parties hereto desire to amend said Agreement to expand the retail sanitary sewer area to parcels being developed as Candlestone Subdivision; and

NOW THEREFORE BE IT RESOLVED, that the Board of Warren County Commissioners does hereby approve and execute Amendment No. 6 to the Butler-Warren Sanitary Sewer Agreement, such Amendment No. 6 is effective immediately and is attached and made a part of hereof; and

BE IT FURTHER RESOLVED, that all the provisions of the aforesated Butler-Warren County Water Service Agreement shall remain unchanged by this action.


RESOLUTION #18-1114
JULY 17, 2018
PAGE 2

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

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

Resolution adopted this 17th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Butler County
Water/Sewer (file)

**AMENDMENT NO. 6
SANITARY SEWER AGREEMENT**

THIS AMENDMENT NO. 6, made and entered into upon the last date of signing, by and between the Board of County Commissioners of Butler County, Ohio, hereinafter referred to as "Butler County" and the Board of County Commissioners of Warren County, Ohio, hereinafter referred to as "Warren County" acting pursuant to Chapter 6103 of the Revised Code of Ohio.

WITNESSETH:

WHEREAS, Butler County and Warren County entered into a Sanitary Sewer Agreement dated April 17, 1978, establishing terms and conditions under which Butler County will provide retail sanitary sewer service during the contract period to residents within the Warren County portion of the Upper Mill Creek Regional Facility Planning Area including the residential areas of Chestnut Oaks, Hundred Oaks, and the northern section of Plainview Acres of Deerfield Township; and

WHEREAS, Butler County and Warren County modified said Agreement on October 18, 1979 by Amendment No. 1 which expanded the boundaries of the retail sanitary sewer service area to permit Butler County to provide retail sewer service to additional areas consisting of 200-foot deep roadway frontage along Butler-Warren Road extending from the south boundary of Section 3 to the south corporation line of the City of Mason at Western Row Road; and

WHEREAS, Butler County and Warren County modified said Agreement on September 8, 1994 by Amendment No. 2 which further defined the responsibilities of the two parties as they relate to the providing of sanitary sewer service to the area; and

WHEREAS, Butler County and Warren County further modified said Agreement on September 8, 1994 by Amendment No. 3 which expanded the boundaries of the retail sanitary sewer service area to permit Butler County to provide retail sewer service to an additional 16.461 acres consisting of the Timber Meadows residential development in Deerfield Township; and

WHEREAS, Butler County and Warren County further modified said Agreement on June 19, 2012 by Amendment No. 4 which expanded the boundaries to include the 10.69 acre Walnut Meadows subdivision and to include service to properties along Irwin-Simpson Road; and

WHEREAS, Butler County and Warren County modified said Agreement on March 7, 2016 by Amendment No. 5 to remove a 6.5316 acre parcel at 6636 Irwin-Simpson Road that currently receives sewer service from Warren County's Charleston Park Subdivision and to expand the retail sanitary sewer service area to include 24.78 acres composed of parcels located along Butler Warren Road and properties within the Plainview Acres Subdivision; and

WHEREAS, the parties hereto desire to amend said Agreement to expand the retail sanitary sewer area to parcels being developed as Candlestone Subdivision.

NOW, THEREFORE, IT IS AGREED by and between Butler County and Warren County as follows.

SECTION 1. The sanitary sewer service area shall be amended to include the remaining portions of the following parcels:

Auditor No.	Parcel No.	Address	Acre (Acres)
816175	15 02 101 0120	6761 Irwin Simpson Road	5.5617 (partial)*
816183	15 02 126 0010	6749 Irwin Simpson Road	5.0083 (partial)*
816191	15 02 126 0020	6715 Irwin Simpson Road	5.5682 (partial)*
816205	15 02 126 0030	6675 Irwin Simpson Road	5.5702 (partial)*

*A portion of these parcels are already included in the Butler County Sewer Service Area.

The area to be added to the Butler County Sewer Service Area with this amendment No. 6 is shown on the following map.

Permit Fees for the area added with this amendment will be 200% of the standard Butler County Treatment Capacity Fee and 150% of the standard Butler County Trunk Sewer Capacity Fee and 100% of the standard Lift Station Supplemental Fee and lateral inspection fee. Any other standard Butler County fees may also apply. All Lift Station Supplemental Fees and 50% of the Treatment Capacity Fee shall be paid at the time of platting.

SECTION 2. Except as provided herein, the April 17, 1978 agreement and subsequent amendments and supplements to its terms shall remain binding and in full force and effect in all other aspects.

BUTLER COUNTY

IN WITNESS WHEREOF, the Board of County Commissioners, Butler County, Ohio has adopted its Resolution No. _____, on _____, 2018, approving this Amendment and authorizing the County Administrator to execute this Amendment on behalf of the Board.

**THE BOARD OF COUNTY COMMISSONERS
BUTLER COUNTY, OHIO**

County Administrator

Date

Approved as to form:

BUTLER COUNTY PROSECUTOR'S OFFICE

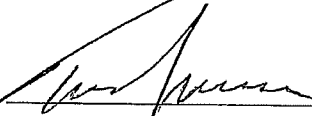
Roger S. Gates, Asst. Pros. Atty.

Date

WARREN COUNTY

IN EXECUTION WHEREOF, the Warren County Board of Commissioners has caused this Amendment to be executed by Tom Grossmann, its President, on the date stated below, pursuant to Board Resolution No. 18-1114, dated 7/17/18.

THE BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

SIGNATURE: 

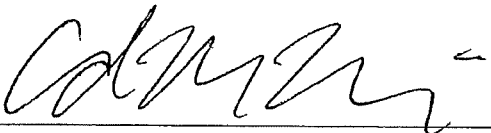
NAME: Tom Grossmann

TITLE: President

DATE: 7/17/18

Approved as to form:

DAVID FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO


By: Adam Nice, Assistant Prosecutor

Resolution

Number 18-1115

Adopted Date July 17, 2018

AUTHORIZE AMENDMENT NO. 6 TO THE BUTLER-WARREN ROAD WATER IMPROVEMENT AREA NO. 1 AGREEMENT

WHEREAS, Butler County and Warren County entered into a Water Service Agreement dated October 18, 1979, establishing terms and conditions under which Butler County will provide water service during the contract period to residents within the Warren County portion of the Butler-Warren Water Improvement Area No. 1, as defined and designated therein, and

WHEREAS, Butler County and Warren County modified said Agreement on June 17, 1982 by Amendment No. 1 which expanded the boundaries of the Butler-Warren Road Water Improvement Area No. 1 to permit Butler County to provide water service to additional areas including Plainview Acres and Lake Chetac subdivisions; and

WHEREAS, Butler County and Warren County modified said Agreement on December 15, 1994 by Amendment No. 2 which further defined the responsibilities of the two parties as they relate to the providing of water service to the area; and

WHEREAS, Butler County and Warren County modified said Agreement on January 6, 1998 by Amendment No. 3 which expanded the boundaries of the Butler-Warren Road Water Improvement Area No. 1 to permit Butler County to provide water service to the Hampton Village subdivision; and

WHEREAS, Butler County and Warren County modified said Agreement on May 31, 2012 by Amendment No. 4 to change the boundaries of the Butler-Warren Water Improvement Area No. 1 to remove areas that are provided water service by Warren County and to expand the Improvement Area to include the 10.69 acre Walnut Meadows subdivision; and

WHEREAS, Butler County and Warren County modified said Agreement on March 7, 2016 by Amendment No. 5 to expand the Improvement Area to include 6.5620 acres comprised of parcels with two existing homes located along Irwin Simpson Road; and

WHEREAS the parties hereto desire to amend said agreement to reduce the Butler-Warren Water Improvement Area No. 1 to remove parcels that are part of the Candlestone subdivision; and

NOW THEREFORE BE IT RESOLVED, that the Board of Warren County Commissioners does hereby approve and execute Amendment No. 6 to the Butler-Warren Road Water Improvement Area No. 1 Water Agreement, such Amendment No. 6 is effective immediately and is attached hereto and make a part of hereof; and

BE IT FURTHER RESOLVED, that all the provisions of the aforesaid Butler-Warren County Water Service Agreement shall remain unchanged by this action.


RESOLUTION #18-1115
JULY 17, 2018
PAGE 2

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

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

Resolution adopted this 17th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Butler County
Water/Sewer (file)

**AMENDMENT NO. 6
BUTLER-WARREN ROAD WATER IMPROVEMENT AREA NO. 1
“WATER AGREEMENT”**

THIS AMENDMENT NO. 6, made and entered into upon the last date of signing, by and Between the Board of County Commissioners of Butler County, Ohio, hereinafter referred to as “Butler County” and the Board of County Commissioners of Warren County, Ohio, hereinafter referred to as “Warren County” acting pursuant to Chapter 6103 of the Revised Code of Ohio.

WITNESSETH:

WHEREAS, Butler County and Warren County entered into a Water Service Agreement dated October 18, 1979, establishing terms and conditions under which Butler County will provide water service during the contract period to residents within the Warren County portion of the Butler-Warren Water Improvement Area No. 1, as defined and designated therein, and

WHEREAS, Butler County and Warren County modified said Agreement on June 17, 1982 by Amendment No. 1 which expanded the boundaries of the Butler-Warren Road Water Improvement Area No. 1 to permit Butler County to provide water service to additional areas including Plainview Acres and Lake Chetac subdivisions; and

WHEREAS, Butler County and Warren County modified said Agreement on December 15, 1994 by Amendment No. 2 which further defined the responsibilities of the two parties as they relate to the providing of water service to the area; and

WHEREAS, Butler County and Warren County modified said Agreement on January 6, 1998 by Amendment No. 3 which expanded the boundaries of the Butler-Warren Road Water Improvement Area No. 1 to permit Butler County to provide water service to the Hampton Village subdivision; and

WHEREAS, Butler County and Warren County modified said Agreement on May 31, 2012 by Amendment No. 4 to change the boundaries of the Butler-Warren Water Improvement Area No. 1 to remove areas that are provided water service by Warren County and to expand the Improvement Area to include the 10.69 acre Walnut Meadows subdivision; and

WHEREAS, Butler County and Warren County modified said Agreement on March 7, 2016 by Amendment No. 5 to expand the Improvement Area to include 6.5620 acres comprised of parcels with two existing homes located along Irwin Simpson Road.

WHEREAS the parties hereto desire to amend said agreement to reduce the Butler-Warren Water Improvement Area No. 1 to remove parcels that are part of the Candlestone subdivision.

NOW, THEREFORE, IT IS AGREED by and between Butler County and Warren County as follows:

SECTION 1. The Butler-Warren Road Water Improvement Area No. 1 shall be modified and reduced, as shown in **FIGURE 1**, by removing the roadway frontage of three parcels located along Irwin-Simpson Road and transferring them to Warren County for retail water service. The remaining portions of these parcels are already in the Warren County water service area. These entire parcels will receive water service by the Warren County Water & Sewer Department from a waterline extension to be completed by the Candlestone developer. This amendment removes the following properties from the Improvement Area:

Auditor No.	Parcel No.	Address	Acre (Acres)
816191	15 02 126 0020	6715 Irwin Simpson Rd	5.5682 (partial)*
816183	15 02 1260 010	6749 Irwin Simpson Rd	5.0083 (partial)*
816175	15 02 1010 120	6761 Irwin Simpson Rd	5.5617 (partial)*



SECTION 2. Except as provided herein, the October 1979 agreement and subsequent amendments and supplements to its terms shall remain binding and in full force and effect in all other aspects. The Butler-Warren Road Water Improvement Area No. 1, with all amended changes, is shown in FIGURE 2.



Figure 2: Amendments 1 - 6

BUTLER COUNTY

IN WITNESS WHEREOF, the Board of County Commissioners, Butler County, Ohio adopted its Resolution No. _____, on _____, 2018, approving this Amendment and authorizing the County Administrator to execute this Amendment on behalf of the Board.

**THE BOARD OF COUNTY COMMISSIONERS
BUTLER COUNTY, OHIO**

County Administrator

Date

Approved as to form:

**MICHAEL T. GMOSE
PROSECUTING ATTORNEY
BUTLER COUNTY, OHIO**

Roger S. Gates, Asst. Pros. Atty.

Date

WARREN COUNTY

IN EXECUTION WHEREOF, the Warren County Board of Commissioners has caused this Agreement to be executed by Tom Grossmann, its President, on the date stated below, pursuant to Board Resolution No. 18-1115, dated 7/17/18.

THE BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

SIGNATURE: 

NAME: Tom Grossmann

TITLE: President

DATE: 7/17/18

Approved as to form:

DAVID FORNSHELL,
PROSECUTING ATTORNEY
WARREN, COUNTY, OHIO


By: Adam Nice, Assistant Prosecutor

Resolution

Number 18-1116

Adopted Date July 17, 2018

SET PUBLIC HEARING CONCERNING THE ESTABLISHMENT OF BOUNDARIES OF THE WAYNESVILLE REGIONAL WASTEWATER TREATMENT SERVICE AREA OF THE WARREN COUNTY SEWER DISTRICT

WHEREAS, on December 31, 2015, this Board purchased the Waynesville Wastewater Treatment Plant from the Village of Waynesville; and

WHEREAS, this Board currently provides sanitary sewer service to the Village of Corwin, Village of Harveysburg and portions of the unincorporated area of Wayne Township; and

WHEREAS, by Resolution No. 89-621, this Board's predecessors consolidated the Franklin-Lebanon Sewer District, the Hamilton-Deerfield Sewer District, the Polk Run Sewer District, the Wayne-Massie Sewer District, Morrow-Roachester Sewer District, and all "sub-sewer districts" and "improvement areas" within such sewer districts, thereby establishing a single sewer district called the Warren County Sewer District of Warren County, Ohio; and,

WHEREAS, due to the acquisition of the Waynesville Wastewater Treatment Plant, this Board met to discuss its necessity to establish and determine the boundaries of the Waynesville Regional Wastewater Treatment Service Area of the Warren County Sewer District; and,

WHEREAS, in accordance with R.C. §6117.01 (B), this Board is vested with the discretion to determine whether to construct, maintain, and operate sanitary or drainage facilities within any sewer district that it determines to be necessary or appropriate; and,

WHEREAS, the properties identified in Exhibit "A" and Exhibit "B" attached hereto are being considered to be included within the Waynesville Regional Wastewater Treatment Service Area of the Warren County Sewer District

NOW THEREFORE BE IT RESOLVED that this Board does hereby fix the 14th day of August, 2018, at 9:15 a.m. as the date and time for a public hearing to establish and determine the boundaries of the Waynesville Regional Wastewater Treatment Service Area; said public hearing shall be held at the Meeting Room of the Board of County Commissioners in the Warren County Administration Bldg., 406 Justice Drive, Lebanon, Ohio; and

BE IT FURTHER RESOLVED that notice be published in the Journal News Pulse of Lebanon and Mason giving notice to the general public of the purpose, date and time of the public hearing.


RESOLUTION #18-1116
JULY 17, 2018
PAGE 2

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

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

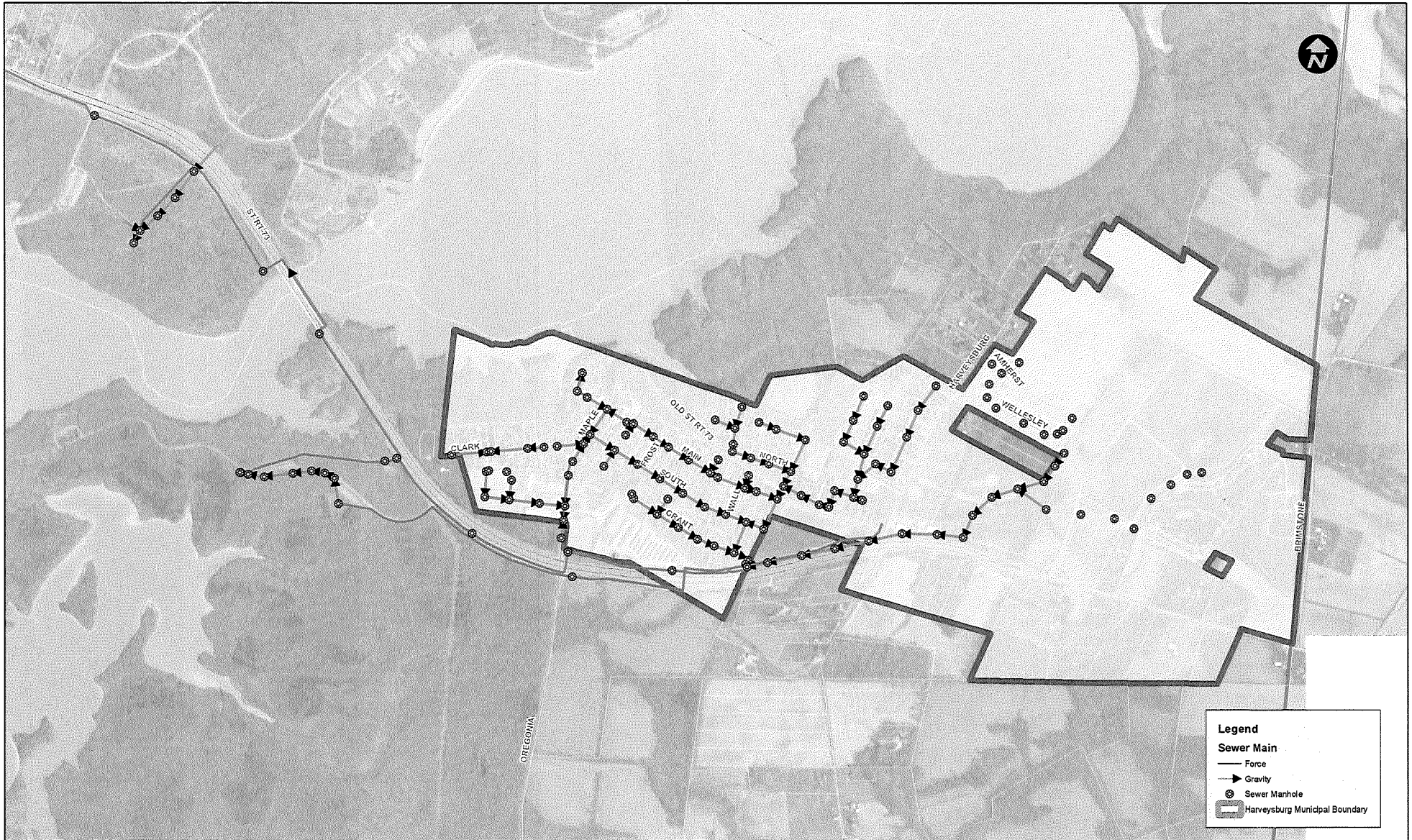
Resolution adopted this 17th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

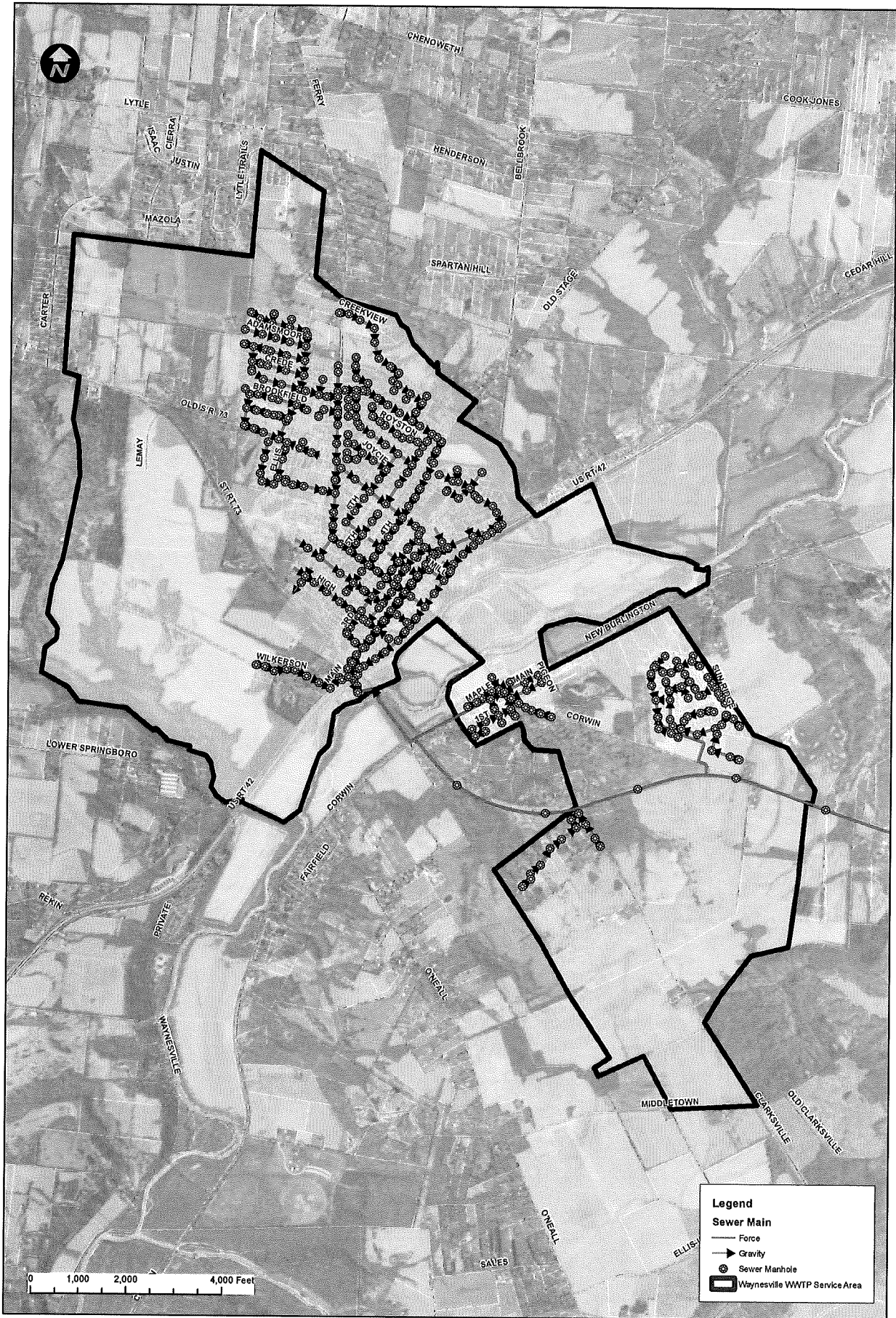
cc: Water/Sewer (file)
Village of Waynesville
Wayne Township Trustees
Village of Harveysburg
Village of Corwin
Bruce McGary
Public Hearing file



0 500 1,000 2,000 Feet

WAYNESVILLE REGIONAL WWTW SERVICE AREA* - DRAFT
JULY 2018

* Service area includes ODNR/Caesar Creek Park Areas



WAYNESVILLE REGIONAL WWTW SERVICE AREA - DRAFT
JULY 2018

Resolution

Number 18-1117

Adopted Date July 17, 2018

SET PUBLIC HEARING TO CONSIDER AMENDMENT TO THE WARREN COUNTY COMPREHENSIVE PLAN TO AMEND THE TURTLECREEK CROSSROADS FUTURE LAND USE MAP

BE IT RESOLVED, to set the public hearing to consider an amendment to the Warren County Comprehensive Plan to amend the Turtlecreek Crossroad Future Land Use Map; said public hearing to be held August 21, 2018, at 9:15 a.m. in the Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio 45036; and

BE IT FURTHER RESOLVED, to advertise notice thereof in a newspaper of general circulation, at least (10) days prior to said public hearing.

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

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

Resolution adopted this 17th day of July 2018.

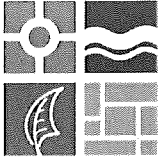
BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: RPC
RZC (file)
Public Hearing file
Bruce McGary
Turtlecreek Township Trustees



WARREN COUNTY REGIONAL PLANNING COMMISSION

MEETING DATE: July 10, 2018
TO: WCRPC Full Committee
FROM: Zachary Moore, Senior Planner
SUBJECT: Turtlecreek Township (Crossroads Plan) FLUM Amendments

BACKGROUND

The Turtlecreek Crossroads Plan, adopted by the Warren County Commissioners on April 24, 2018, contains a Master Plan (see Exhibit B) showing potential future land uses interlinked by a conceptual roadway network, spread across the area along SR 63 between the Cities of Monroe and Lebanon. Despite the significant level of detail provided by the Master Plan, the Crossroads Plan document does not contain a land use map consistent with the block-like, or "parcel by parcel," style of the Warren County Comprehensive Plan's Future Land Use Map (FLUM). This made interpretation and translation of the Crossroads recommendations over to the County FLUM problematic, requiring several judgment calls that RPC staff believes warrant additional review and approval by the RPC and Commissioners.

PROPOSAL

A summary of the proposed amendments is provided in the table below:

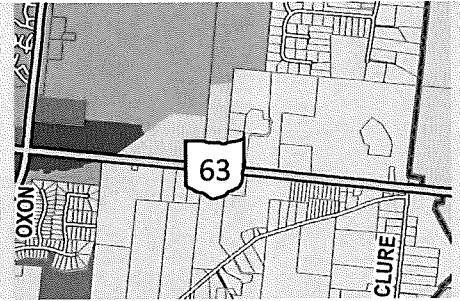




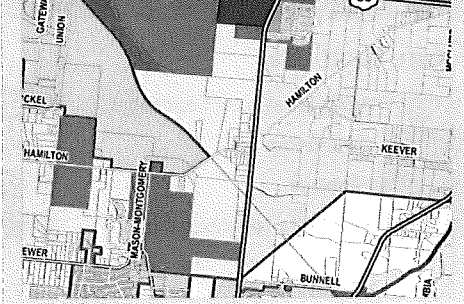
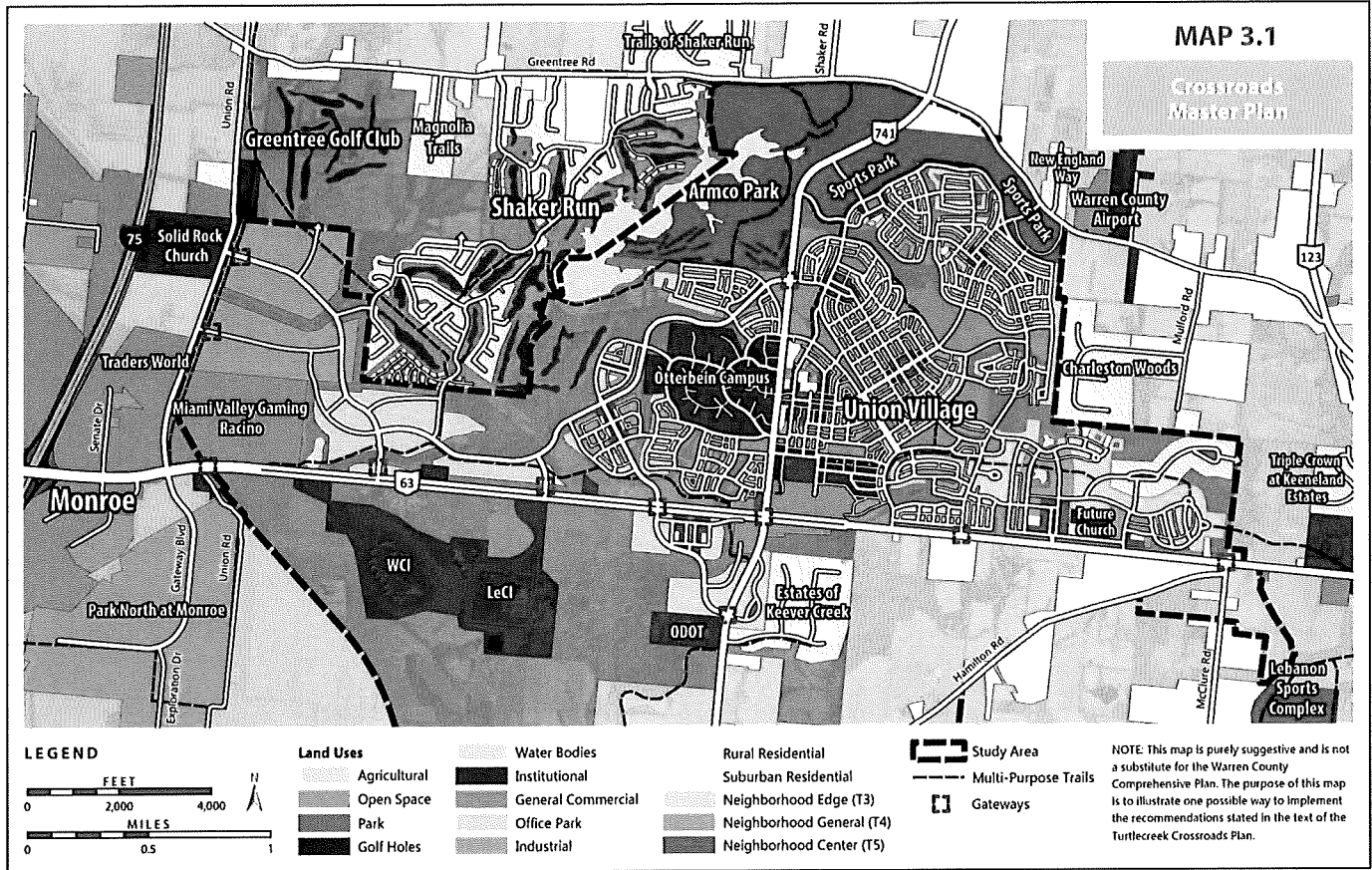
AMENDMENT DESCRIPTION	CURRENT MAP	PROPOSED MAP
<p>Properties east of the Otterbein property (Union Village PUD) and north of SR 63 going from Agricultural-Rural Residential to Mixed-Use Neighborhood; Union Village PUD property adjusted to match PUD in place</p>		
<p>Properties north of Miami Valley Gaming going from combination of Commercial & Office to Industrial; smaller parcels north of SR 63 going from Recreational-Open Space to Public-Semi-Public (to accommodate state & county ownership, and Duke Energy substation)</p>		
<p>Portions of state-owned lands going to Commercial & Single-Family Residential; all properties west of SR 741, and either south of Hamilton Rd or west of railroad that are not also owned by the Cincinnati Zoo, are going from Recreational-Open Space to Single-Family Residential</p>		

EXHIBIT B – Crossroads Master Plan (Map 3.1)



*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 18-1118

Adopted Date July 17, 2018

ADVERTISE FOR BIDS FOR THE FY18 VILLAGE OF MAINEVILLE – ADA RESTROOM
CDBG PROJECT

BE IT RESOLVED, to advertise for bids for the FY 18 Village of Maineville – ADA Restroom CDBG Project to be funded under the County's Community Development Block Grant Program for the Warren County Office of Grants Administration; and

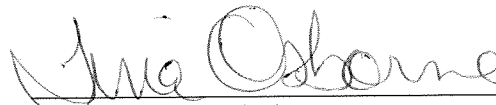
BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet Web Site, beginning the week of July 22, 2018; bid opening to be August 7, 2018 @ 9:15 a.m.

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

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

Resolution adopted this 17th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

EH\

cc: OGA (file)
OMB Bid file

Resolution

Number 18-1119

Adopted Date July 17, 2018

APPROVE THE CONTRACT BETWEEN CLINTON COUNTY FAMILY AND CHILDREN FIRST COUNCIL AND WARREN COUNTY COMMISSIONERS ON BEHALF OF THE WARREN COUNTY JUVENILE COURT MARY HAVEN YOUTH CENTER DIVISION

BE IT RESOLVED, to approve the Contract between Clinton County Family and Children First Council and Mary Haven Youth Center to provide placement services from July 1, 2018 thru June 30, 2019, as attached hereto and made a part hereof.

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

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

Resolution adopted this 17th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Clinton County Family and Children First Council
Juvenile (file)
Mary Haven Youth Center

**Independent Contactor Agreement
Between
Clinton County Family and Children First Council
And
Warren County Board of County Commissioners
On Behalf of Mary Haven Youth Center
A division of Warren County Juvenile Court
For the Provision of Child Placement and Related Services**

This Agreement is entered into by and between the Clinton County Family and Children First Council (hereinafter "Agency"), 1025 S. South Street, Suite 400, Wilmington, Ohio 45177 and Mary Haven Youth Center a division of Warren County Juvenile Court, 900 Memorial Drive, Lebanon, Ohio 45036, (hereinafter "Provider". This agreement will be effective July 1, 2018 through December 31, 2018 and will automatically renew each year upon agreement by party.

RECITALS

Whereas, the Agency is responsible under Chapter 5153, Ohio Revised Code (ORC) for the custody and care of, and protective services for dependent, neglected and abused children; and

Whereas, the Agency is authorized under Chapter 5153, Ohio Revised Code to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

Whereas, the Provider is a political subdivision of the State of Ohio or other state; and is licensed, certified or approved to provide placement and related services to children in accordance with Ohio laws or the state where the placement facility or foster home is located;

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

ARTICLE 1: SCOPE OF PLACEMENT SERVICES

- 1.01 The Provider agrees to provide placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current state and federal laws and regulations relative to the provider's licensed or certified functions and services. If a conflict exists between the provisions of this agreement and the ICCA, the contract supersedes except if any additional, specific wraparound services are listed in the ICCA and were not previously agreed to in the contract. In that one circumstance, those terms of the ICCA supersede the contract.

ARTICLE 2: TERM OF CONTRACT

- 2.01 This contract is in effect from July 1, 2018 through December 31, 2018 unless this Contract is suspended or terminated pursuant to ARTICLE 5 prior to the termination date.

ARTICLE 3: DEFINITIONS GOVERNING THIS CONTRACT

- 3.01 The following definitions shall govern this Contract:
- A. IV-E Allowable Costs for public agencies means those costs as specified in accordance with the Office of Management and Budget (OMB) Circular A-87. Cost Principles for State, Local and Indian Tribal Governments.
 - B. IV-E Unallowable Costs for public agencies means those costs as specified in accordance with the Office of Management and Budget (OMB) Circular A-87. Cost Principles for State, Local and Indian Tribal Governments.
 - C. IV-E Allowable Costs for Private for-profit and Private non-profit providers means those costs as specified in accordance with the Office of Management and Budget (OMB) Circular A-122. Cost Principles for Non-Profit Organizations.
 - D. IV-E Unallowable Costs for Private for-profit and Private non-profit providers means those costs as specified in accordance with the Office of Management and Budget (OMB) Circular A-122. Cost Principles for Non-Profit Organizations.
 - E. C.F.R. means Code of Federal Regulations.
 - F. Administration Costs means those costs as specified in Ohio Administrative Code Rule 5101:2-47-02.
 - G. Maintenance Costs means those costs as specified in Ohio Administrative Code Rule 5101:2-47-02.
 - H. Purchased foster care means foster home, family foster home, specialized foster home, medically fragile foster home, and treatment foster home as defined in Ohio Administrative Code Rule 5101:2-1-01.
 - I. Group, Residential and Institutional foster care means children's residential centers, group homes, and residential parenting facilities as defined in Ohio Administrative Code Rule 5101:2-1-01 and maternity home as defined in Ohio Administrative Code Rule 3701-7-07.
 - J. Generally Accepted Accounting Principles has the meaning specified in generally accepted auditing standards issued by the American Institute of Certified Public Accountants (AICPA).
 - K. Government Auditing Standards means generally accepted government auditing standards issued by the Comptroller General of the United States.

ARTICLE 4: REIMBURSEMENT FOR PLACEMENT AND RELATED SERVICES

- 4.01 The maximum amount payable pursuant to this contract is \$20,000.00.
- 4.02 Notwithstanding Section 4.01 of this Article, the agency agrees to pay Provider the daily per diem fee of \$140 agreed to on the ICCA for the duration of the child's

placement. Any changes to the per diem rate will be agreed upon at the time of contract renewal.

- 4.03 The Agency agrees to pay for all physical, optical, dental and behavioral health care services, not covered by Medicaid or other third party payer, as specified on the ICCA. If a conflict exists between the provisions of this agreement and the ICCA, the contract supersedes unless there are additional specific wraparound services outlined in the ICCA not previously agreed to in the contract, then the ICCA will supersede the contract.
- 4.04 Agency will pay for the first day that the child is in placement regardless of the number of hours associated with that day. Agency will not pay for the last day that the child is in placement regardless of the number of hours associated with that day.
- 4.05 The Agency agrees to pay the Provider for up to 14 days when a child is temporarily absent from the direct care of the Provider. The Agency may pay the Provider for an extended period of days based on a negotiated agreement in writing between the Agency and Provider. The Agency will be ineligible for reimbursement for any payment made on behalf of a child temporarily absent from the direct care of the Provider.
- 4.06 Provider will submit to the Agency on a monthly basis, a detailed invoice for placement services specifically delivered on behalf of the child. All invoices shall include the following information:
- A. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E provider number, if applicable and Medicaid provider number, if applicable.
 - B. Billing date and the billing period.
 - C. Name of child, date of birth of child, and the child's identification number as supplied by the Title IV-E Agency.
 - D. Admission date and discharge date, if available.
 - E. Agreed upon per diem for maintenance and administration.
 - F. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider.
 - 1. Case Management; allowable administration cost.
 - 2. Transportation; allowable administration cost.
 - 3. Other Direct Services; allowable maintenance cost.
 - 4. Behavioral Health Care; non-reimbursable cost.
 - 5. Other Costs – (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- 4.07 Subject to the provisions of ORC Sections 307.01, 329.02 and 2151.01, which shall at all times govern this Contract, Agency represents:
- A. That it has adequate funds to meet its obligations under this Contract.

- B. That it intends to maintain this Contract for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
- C. That it will make its best effort to obtain the appropriation of any necessary funds during the term of this Contract.

It is understood by Provider that availability of funds is contingent on appropriations made by the County, State and Federal government.

ARTICLE 5: TERMINATION; BREACH AND DEFAULT

- 5.01 This Contract may be terminated in advance of its specified term by either the Agency or Provider. The Agency or Provider must give written notification no less than thirty (30) calendar days in advance of termination. The notification must be sent by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- 5.02 Upon receipt of notice of termination pursuant to Paragraph 5.01 of this Article, the Provider and Agency agree that they will work in the best interests of the children placed to secure alternative placements for all children affected by the termination. Under no circumstances shall placements of any child with the Provider continue beyond the effective termination date (discharge date of last child).
- 5.03 Notwithstanding Paragraph 5.01 of this Article, the Agency may terminate this Contract immediately upon delivery of written notice to the Provider if the Agency discovers conduct on the part of Provider involving the health, safety or welfare of a child, any violation of Article 10 of the contract, or loss of funding as set forth in Article 4.
- 5.04 Upon receipt of notice of termination pursuant to Paragraph 5.03 of this Article, the Provider agrees that it will cease work on the terminated activities under this Contract, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement with the Provider no later than the effective termination date.
- 5.05 In the event of termination under this Article 5, both Provider and Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of a Contract. The best interests of children shall guide the parties' actions at all times.
- 5.06 In the event of termination under Article 5, the Provider will be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred

prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article 4. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date.

- 5.07 Upon breach or default of any of the provisions, obligations or duties embodied in this Contract, the parties may exercise any administrative, contractual, equitable, or legal remedies available, with limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences and the parties retain the right to exercise all remedies hereinabove mentioned.
- 5.08 If the Agency or Provider fails to perform an obligation or obligations under this Contract and thereafter such failure(s) is (are) waived by the other party, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by either party is not effective unless it is in writing signed by the respective director or designee granting the waiver.

ARTICLE 6: PROVIDER RESPONSIBILITIES

- 6.01 Provider certifies that all services provided under this contract will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color or national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color or national origin of the adoptive or foster parent or of the child involved.
- 6.02 Provider agrees to participate with Agency in the development and implementation of the case plan including participation in case reviews and/or semiannual administrative reviews, and the completion of reunification assessments for the child in placement with the Provider.
- 6.03 Provider agrees that it will not permit funds to be paid or committed to be paid to any corporation, firm, association or business in which any of the members of the governing body of the agency, the executive personnel or their immediate families have any direct or indirect financial interest, or in which of any of these persons serves as an officer or employee; unless the services or goods involved are provided at a competitive cost and under terms favorable to the Provider. The Provider shall make written disclosure, in the minutes of the board, of any and all financial transactions of the Provider in which a member of the board or his/her immediate family is involved. Provider agrees to adhere to the requirements of rule 5101:2-47-26.1 of the Ohio Administrative Code as it relates to this provision.

- 6.04 Provider agrees to submit a monthly invoice for services delivered to the Agency within 30 calendar days following the end of the month in which services were provided.
- 6.05 Provider agrees to submit a monthly progress report as negotiated by the parties for each child no later than the 15th day of each month. The progress report will be based on the child's ICCA and should include documentation of services provided to the child.
- 6.06 Provider agrees that child will not be moved to another foster home or other out-of-home care setting within the Provider's network without prior notification to the Agency, except in an emergency situation. In such cases, notification must occur within forty-eight (48) hours or the next business day to the designated Agency emergency contact (e.g., county hotline). Provider also agrees to notify the Agency, when and if any of the following safety conditions exist:
- A. The child is absent without leave (AWOL).
 - B. The child received emergency treatment from a medical professional.
 - C. The child is involved in a critical incident.
 - D. The child is a victim or perpetrator of an assault.
 - E. The child's medication has changed.
 - F. The child is suspended or expelled from school.
 - G. The filing of any law enforcement report involving the child, or
 - H. When physical restraint is used/applied.
- 6.07 Provider agrees to submit each child's assessment and treatment plans as completed, but not later than the 35th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community based-school or vocational/job skills training, community service activities, monitoring and supporting community adjustments as specified in the ICCA.
- 6.08 Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement shall be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- 6.09 Provider agrees to provide a minimum of 3 days notice, not to exceed 60 days notice to the Agency for each child who is being terminated from substitute care and to submit a discharge summary with that month's invoice or within 20 days following discharge, whichever is greater.
- 6.10 Provider agrees to provide additional services as agreed to and specified in the ICCA (e.g., transportation of children for routine services, including, but not limited to, court hearings, visitations, family visits, medical appointments, school, therapy, recreational activities).

- 6.11 Provider agrees to notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) days prior to the occurrence.

ARTICLE 7: AGENCY RESPONSIBILITIES

- 7.01 Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- 7.02 The Agency shall provide a copy of the case plan to the Provider within 30 days of placement or within a reasonable time thereafter as agreed to by the parties. Agency agrees to also provide a copy of each child's social history, medical history and Medicaid card within 60 calendar days of the first day of placement for new cases and within 60 calendar days for existing cases.
- 7.03 Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that treatment decisions must be supported by licensed clinical staff. Agency acknowledges that its disagreement with a treatment decision of the Provider may result in notice to the Agency of termination of the placement for that child.
- 7.04 Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review and revision. The Agency agrees to participate in the development of the treatment plan for each child placed with the Provider by the Agency. Agency acknowledges that its disagreement with a treatment decision of the Provider may result in notice to the Agency of termination of the placement for that child.
- 7.05 Agency agrees to arrange for the transfer of each child's school records to the child's new school within 10 calendar days. The Agency will notify the Provider of any known issues with the sending school that may delay the child's enrollment, transfer of records or recovery of tuition costs by the receiving school, and will work with the Provider, sending school and receiving school to resolve those issues. The Agency has the final responsibility to obtain the child's school records and to cause tuition to be paid to the receiving school. The Agency agrees to provide the Provider with a journal entry from the court specifying the school district responsible for the educational costs of each child placed with the Provider.

- 7.06 The Agency agrees to invite the Provider to attend all meetings to develop, amend or modify the case plan. The Agency agrees to notify the Provider of all meetings not less than 3 days in advance.
- 7.07 The Agency agrees to pay Provider for all services agreed to on the ICCA and included on any undisputed invoice received. Payment shall be made within 90 days of receipt. Failure of the Agency to comply with the prompt payment requirement will be part of the grievance process.
- 7.08 The Agency will provide a minimum of 3 days notice, not to exceed 60 days notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court with appropriate jurisdiction.
- 7.09 Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.

ARTICLE 8: RECORDS RETENTION AND CONFIDENTIALITY REQUIREMENTS

- 8.01 Provider agrees that all records, documents, writing or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by Provider under this contract, and all records, documents, writing or other information, including but not limited to financial, census and client used by Provider in the performance of this contract are treated according to the following terms:
- A. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all deliverables submitted to the Agency pursuant to this contract will be retained for a minimum of three years after reimbursement for services rendered under this contract.
 - B. If an audit, litigation or other action is initiated during the time period of the agreement, the Provider shall retain such records until the action is concluded and all issues resolved or the three years have expired, whichever is later.
 - C. All records referred to in Section 8.01 (A) of the Article 8 shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job & Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time, but not later than 60 days.
- 8.02 Provider agrees this it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of the Agency. Provider further agrees to maintain the

confidentiality of all children and families served. No identifying information on children served will be released for research or other publication without the express written consent of the Agency Director.

- 8.03 Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles.

ARTICLE 9: PROVIDER ASSURANCES AND CERTIFICATIONS

- 9.01 Provider certifies compliance with Ohio Revised Code, Section 2151.86 concerning criminal records check.
- 9.02 Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- 9.03 Provider certifies compliance with 45 C.F.R. Part 80, Nondiscrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- 9.04 Provider certifies compliance with 45 C.F.R Part 84, Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- 9.05 Provider certifies compliance with 45 C.F.R. Part 90, Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- 9.06 Provider certifies compliance with the Americans with Disabilities Act, Public Law 101-336.
- 9.07 Provider certifies compliance with all Local, State and Federal laws prohibiting discrimination.
- 9.08 Provider certifies that it will provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification or accreditation from the issuer to the Agency prior to the signing of the contract.
- 9.09 Provider certifies that it will seek to maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification and/or accreditation or upon receipt of a letter extending an expiring license, certification and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five business days.
- 9.10 Provider certifies that it will notify Agency within twenty four (24) hours if it receives any status other than full licensure.
- 9.11 Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability or age.

ARTICLE 10: INDEPENDENT CONTRACTOR

- 10.01 The Provider and Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this contract.
- 10.02 The Provider and Agency agree that the Provider is an independent contractor and shall assume all responsibility for any federal, state, municipal or other tax liabilities along with worker's compensation, unemployment compensation and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.
- 10.03 The Provider certifies that all approvals, licenses or other qualifications necessary to conduct business in Ohio have been obtained and are current.

ARTICLE 11: AUDITS

- 11.01 Provider agrees to make available to Agency a copy of the independent audit it receives in accordance with Ohio Revised Code section 5103.0323.
- 11.02 If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in 5101:2-47-26.2 to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension will be requested prior to the December 31st filing deadline.
- 11.03 If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with Ohio Administrative Code rule 5101:2-47-26.2. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of children in care. Any overpayments or underpayments of federal funds to the Title IV-E agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC sections 5101.11, 5101.14.10 and OAC 5102:2-47-01.
- 11.04 For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following publications:
- A. Rule 5101:2-47-11 of the Ohio Administrative Code: "Reimbursement for foster care maintenance costs for children's residential centers, group homes, maternity homes, residential parenting facilities and purchased family foster care facilities".
 - B. Rule 5101:2-47-26.1 of the Ohio Administrative Code: "Public children

services agencies (PCSA), private child placing agencies (PNA): Title IV-E cost report filing requirements, record retention requirements and related party disclosure requirements”.

- C. Rule 5101:2-47-26.2 of the Ohio Administrative Code: “Cost Report Agreed Upon Procedures engagement”.
- D. JFS 02911I Single Cost Report Instructions.
- E. For Private Agencies: Office of Management and Budget Circular A-122, Cost Principles for Non-Profit Organizations.
- F. For Public Agencies: Office of Management and Budget Circular A-87, Cost Principles for State, Local and Indian Tribal Government.
- G. If reporting requirements are not addressed in the above mentioned publications, then Provider shall adhere to generally accepted accounting principles reporting requirements.

ARTICLE 12: INSURANCE/INDEMNIFICATION

- 12.01 Provider shall maintain general liability insurance or participate in a recognized self-insurance pool covering the services rendered in this Agreement. The amount of insurance maintained shall be determined by Provider based upon what the Provider believes to be an appropriate level of general liability insurance.
- 12.02 Provider shall maintain auto liability insurance for owned/non-owned or hired vehicles if any driving is part of the contract. The level of insurance maintained shall, however, not be less than one million dollars (\$1 million) per occurrence.
- 12.03 Provider shall maintain professional/malpractice or errors & omissions insurance for licensed professionals. The level of insurance maintained shall, however, not be less than one million dollars (\$1 million).
- 12.04 Provider shall maintain sexual abuse or molestation insurance. The level of insurance maintained shall, however, not be less than one million dollars (\$1 million) per occurrence.
- 12.05 Upon request, Provider will provide to Agency current copies of insurance certificates verifying compliance with the provisions above, as well as compliance with worker’s compensation obligations pursuant to paragraph 10.02 above.

ARTICLE 13: GRIEVANCE/DISPUTE RESOLUTION PROCESS

- 13.01 The Agency and Provider shall have a written Grievance/Dispute Resolution process as negotiated between the parties.

ARTICLE 14: AMENDMENTS

- 14.01 This writing constitutes the entire agreement between the parties with respect to all matters wherein. This contract may be amended only with a written amendment signed by both parties; however, it is agreed by the parties that any amendments to

laws or regulations cited herein will result in the correlative modification of this contract, without the necessity for executing written amendments. The impact of any applicable law, statute or regulation not cited herein and enacted after the date of execution of this contract will be incorporated into this contract by written amendment signed by both parties and effective as of the date of the enactment of the law, statute or regulation. Any other written amendment to this contract is prospective in nature.

Article 15: CONSTRUCTION; CHOICE OF LAW AND VENUE

- 15.01 This contract shall be governed, construed and enforced in accordance with the laws of the State of Ohio, with venue for any actions related hereto lying in the courts of and for Warren County, Ohio. Should any portion of this contract be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this contract is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the contract impossible.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

EXECUTION OF AGREEMENT

This Agreement is executed in the City of Wilmington, County of Clinton, State of Ohio and in the City of Lebanon, County of Warren, State of Ohio on the dates affixed hereto by the parties to this Agreement

For Clinton County Family and Children First

Maggie Henry / 7/3/18
Maggie Henry, FCFC Service Coordinator / Date

Joni Spink / 7/3/18
FCFC Admin Agent Fiscal Agent / Date

For the Board of Warren County Commissioners

[Signature] / 7/17/18
Commissioner / Date

_____/_____
Commissioner / Date

[Signature] / 7/17/18
Commissioner / Date

For Mary Haven Youth Center

[Signature] / 7.10.18
/ Date

Approved as to form:

[Signature]
~~Adam Nice~~, Assistant Prosecuting Attorney
Keith W. Anderson

7-6-18
Date

Resolution

Number 18-1120

Adopted Date July 17, 2018

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD OF COUNTY COMMISSIONERS TO ENTER INTO AN EQUIPMENT MAINTENANCE AGREEMENT WITH SOUTHPOINTE ENGINEERING SYSTEMS AND THE BOARD OF COUNTY WARREN COUNTY COMMISSIONERS FOR THE WARREN COUNTY WATER AND SEWER DEPARTMENT'S KIP WIDE FORMAT PRINTER/COPIER.

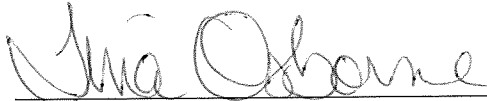
BE IT RESOLVED, to approve and authorize the President of the Board of County Commissioners to enter into a Maintenance Agreement by and between Southpointe Engineering Systems, 2450 Civic Center Dr., Cincinnati, OH 45231, and this Board of Warren County Commissioners relevant to the Warren County Water and Sewer Department's KIP Wide Format Printer/Copier, copy of said agreement attached hereto and made part hereof.

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

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

Resolution adopted this 17th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Southpointe Engineering Systems
Water/Sewer (file)

Southpointe Engineering Systems

3721 State Route 133, Williamsburg, OH 45176

Phone: 800-716-2560

EQUIPMENT MAINTENANCE AGREEMENT

Client: WARREN COUNTY WATER	Billing: 406 JUSTICE DR. LEBANON, OH 45036	Equipment Location: 406 JUSTICE DR. LEBANON, OH 45036
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Contact: LAURA GREY	P.O. #	Contact: N/A
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Title:	Phone:
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Equipment Mfg: KIP	Model No. 7170	Serial No. 13413268
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Meter Reading: 0 10,087	Contract Type: 24,000 SF CMA	Period Covered: 7/6/2018
Date: 7/6/19		To: 7/5/2019

The above equipment must be inspected and found in acceptable condition at the start of the contract period by Southpointe Personnel.

Southpointe Engineering Systems will provide the following services:

Scheduled Maintenance Calls: 2	X X X X X JUN	Price: \$1,560.00
	X X X X X DEC	
No. Emergency Calls: All included		Type of Payment: ANNUAL
		Payment Due: 7/6/2018
Parts Covered: All Parts/Labor	Meter Charge: .037 PER SF OVER 24,000 SF	Tax not included in prices.
(EXCLUDING Paper/Toner)		

TERMS OF AGREEMENT:

1. Service will be performed at the customers location during normal working hours. (8:00 AM to 5:00 PM) All work will be performed by a qualified Technical Representative of Southpointe Engineering Systems.
2. This agreement doesn't cover repairs resulting from abuse, misuse, improper materials, accidents, acts of God (fire, water damage, etc.), or failure to follow instructions provided by machine operator manual.
3. Sales tax will be added to the price of the agreement if applicable. Sales Tax Exception Certificate must be furnished if not applicable.
4. Parts needed for service repairs may be new or refurbished, depending on year & make of equipment. In the event a part or software upgrade is not available from the equipment manufacturer SES will prorate the remainder of your contract and apply it as a credit on your account or apply the amount towards a suitable replacement purchased from SES.
5. Agreement can be cancelled by either party with a 30 day written notice and a prorated credit will be issued.

Note: (Software upgrades are limited to 5 workstations per year as needed, but computer upgrades are not included).

Southpointe Engineering Systems

Auth. Signature: [Signature] **Dylan Arnett** Date: _____
Title: **Sales Manager**

Client:

Auth. Signature: [Signature] Date: **7/17/18**
Title: **Administrator**

Approved as to Form: [Signature] APA

This is NOT an Invoice,

Please Sign This Contract, Insert Your PO Number and Mail it Back to Us; We Will Invoice You at That Time.

For Internal Use Only:
Contract Signed: 91



Invoice #: _____

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 18-1121

Adopted Date July 17, 2018

ENTER INTO AN AGREEMENT WITH VERTIV SERVICES, INC. ON BEHALF OF
WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Vertiv Services, Inc. will provide maintenance for UPS batteries at 500 Justice Drive; and

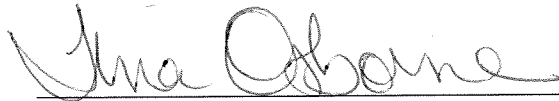
NOW THEREFORE BE IT RESOLVED, to enter into an agreement with Vertiv Services, Inc. on behalf of Warren County Telecommunications to provide maintenance for UPS batteries at 500 Justice Drive as attached hereto and a part hereof.

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

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

Resolution adopted this 17th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Vertiv Services, Inc.
Telecom (file)



Proposal for Service

Vertiv Services, Inc.

Jun 26, 2018
Kristy Oeder
Warren County Telecom
500 Justice Dr
Lebanon, OH, 45036



Jun 26, 2018
Kristy Oeder
Warren County Telecom
500 Justice Dr
Lebanon, OH, 45036
Q02824430-01

Phone:
Fax:
Email: kristy.oeder@wcoh.net

Dear Kristy,

Thank you for your interest in Vertiv Services, Inc.. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your data center increases, Vertiv is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your Purchase Order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at (513) 489-1100. I look forward to your response and the opportunity to work together to improve your data center investment.

Sincerely,

MATTHEW NAIL

11513 Goldcoast Drive

Cincinnati, OH 45249

PHONE (513) 489-1100

FAX (513) 387-2333

EMAIL m nail@climateconditioning.com

Order Q02824430-01



Q02824430-01

Liebert UPS / Power / Battery Services:

- We are the Original Equipment Manufacturer and the experts on Liebert equipment with access to updates and changes, knowledge of engineering specifications, current issues and how to fix them correctly.
- Our factory trained service force is twice the size of the next largest competitor with over 650 customer engineers and field technicians in the United States alone; everywhere in the US the most knowledgeable engineers and technicians available, will cover you.
- With the most advanced tooling and instrumentation available, each CE has over \$10,000 in gear with him at all times, so any issue can be resolved in the least amount of time possible.

Solutions Services:

- A long-term service plan that includes preventive maintenance, monitoring and assessments results in optimization of the entire infrastructure.

Standard Maintenance Contracts:

Site #: 137594, Warren County Telecom, 500 Justice Dr, Lebanon, OH, 45036

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1569460	NL UPS 30-64	CHLORIDE-UPS	1	ESSENTIAL (8/21/2018) - (8/20/2019)	
1625584	SEALED BATTERY	CHLORIDE-BATT	2	ESSENTIAL (8/21/2018) - (8/20/2019)	
1625585	MBC/SLIM LN CAB	CHLORIDE-UPS	1	ESSENTIAL (8/21/2018) - (8/20/2019)	
1643955	APM 75	NRE90CCSA0A3650	1	ESSENTIAL (8/21/2018) - (8/20/2019)	
1643956	SEALED BATTERY	NRBP9UX1L1A0578	2	ESSENTIAL (8/21/2018) - (8/20/2019)	
1643957	APM45-90PERIPH	NRMB0C9C4RA0598	1	ESSENTIAL (8/21/2018) - (8/20/2019)	
1643958	PPC 15-50	PPC030C241A2360	1	ESSENTIAL (8/21/2018) - (8/20/2019)	
1643959	STATIC TRNS SWT	STC0100A32A360	1	ESSENTIAL (8/21/2018) - (8/20/2019)	

Total price not including tax: USD \$13,138.96
any tax required must be included in customer purchase order
Payment Terms: Net 30 Days



SCOPE OF WORK

STATIC TRANSFER SWITCH

(STS1 AND STS2)

ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.

SERVICE PERFORMED

1. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
2. Check air filters for cleanliness (if applicable).
3. Check all mechanical connections for tightness and heat discoloration, making corrections where necessary.
4. Clean any foreign material and dust from internal compartments.
5. Perform a status check of all alarm circuits. (Applicable to STS1 Only).
6. Calibration of the equipment to meet manufacturer's specifications. (Applicable to STS1 Only).
7. Operational checkout of the system to include transfers and proper status indications.
8. Check or perform Engineering Field Change Notices (FCN) as necessary.
9. Return unit to operational service with normal load then measure and verify display indications.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.



- Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.



SCOPE OF WORK

POWER CONDITIONING

POWER CENTER (PPC/FPC)

ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.

SERVICE PERFORMED

1. Perform a complete visual inspection of the equipment including internal sub-assemblies, wiring harnesses, contactors, cables, major components, and check for proper clearance around the unit.
2. Perform an Infrared Scan (IR Scan) and verify all transformer, terminal block, and ground/neutral bus bar connections for tightness
3. Perform an Infrared Scan (IR Scan) and verify all circuit breakers including the panelboard(s) branch circuits for tightness
4. Perform an Infrared Scan (IR Scan) and verify high and low voltage junction box terminals for tightness (if applicable)
5. Perform an Infrared Scan (IR Scan) and verify all option wiring for tightness. (Spike suppressor, ground fault, phase rotation/loss)
6. Verify system control power fuses. (Equipment MUST be de-energized)
7. Verify grounding electrode conductor and any isolated grounds.
8. Verify EPO lamps are illuminated (if applicable).
9. Perform operational test of the optional local EPO. (Equipment MUST be able to be de-energized)
10. Record all the electrical data via the local display (if applicable). Ensure all values are within the specification.
11. Verify specified restart capabilities (manual or auto-restart).
12. Verify all monitoring options (if applicable) are displaying values within preset parameters.
13. Check or perform Engineering Field Change Notices (FCN) as necessary.
14. Configuration of the LDM/LDMF (for newly installed branch circuit breakers, if applicable).

1. Verify firmware and update as required.
2. Verify the location, alarm set points, number of poles, and address of every newly installed breaker.
3. Verify the CT ratio for every newly installed breaker.
4. Demonstrate use of software tools. (If applicable)
5. (Excludes Interoperability with SiteScan and Building Management Systems)
6. Save the configuration file to a laptop as a backup for customer. (If applicable)

ASSUMPTIONS AND CLARIFICATIONS

Parts coverage excludes branch circuit breakers.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.



SCOPE OF WORK

UNINTERRUPTIBLE POWER SYSTEMS

APM UPS ONLY

ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service on Vertiv UPS and Vertiv Internal batteries scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage including internal batteries (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Internal Battery Coverage	Includes parts, labor, disposal and battery jars as required - up to 10% of the battery jars per year, not accumulated over contract term (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.
Battery Recycling	Includes battery recycling as required, with documentation meeting EPA requirements.

SERVICE PERFORMED

UPS Full Preventive Maintenance Service

1. Perform a temperature check on all breakers, connections and associated controls. Repair and/or report all high temperature areas.
2. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
3. Check air filters for cleanliness. (If applicable)
4. Check rectifier and inverter snubber boards for discoloration.
5. Record all voltage and current meter readings on the module control cabinet or the system control cabinet.
6. Check the inverter and rectifier snubbers for burned or broken wires.
7. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
8. Check fuses on the DC capacitor deck for continuity (if applicable).
9. With customer approval, perform operational test of the system including unit transfer and battery discharge.
10. Calibrate and record all electronics to system specifications.

11. Check or perform Engineering Field Change Notices (FCN) as necessary.
12. Measure and record all low-voltage power supply levels.
13. Record phase-to-phase input voltage and currents.
14. Review system performance with customer to address any questions and to schedule any repairs.
15. Check power capacitors for swelling or leaking oil (if applicable).
16. Check for DC capacitor vent caps that have extruded more than 1/8" (if applicable).
17. Measure and record harmonic trap filter currents (if applicable)

Internal Battery Full Preventive Maintenance Service (applicable to 45kVA units only)

1. Inspect the appearance and cleanliness of the battery and the battery room.
2. Clean normal cell top dirt accumulation (to be done only with battery off line).
3. Measure and record the total battery float voltage and charging current.
4. Measure and record overall AC ripple current.
5. Measure and record overall AC ripple voltage.
6. Visually inspect the jars and covers for cracks and leakage.
7. Visually inspect for evidence of corrosion.
8. Measure and record ambient temperature.
9. Verify the condition of the ventilation equipment, if applicable.
10. Verify the integrity of the battery rack/cabinet.
11. Measure and record 100% of the cell temperatures.
12. Measure and record the float voltage of all cells. Measure and record all internal impedance readings.
13. Provide a detailed written report noting any deficiencies and corrective action needed, taken and/or planned.
14. Re-tighten all battery connections to the battery manufacturer's specifications, offline only.

Corrective Maintenance Performed as Required

1. Refurbish cell connections as deemed necessary by the detailed inspection report.

ASSUMPTIONS AND CLARIFICATIONS

Parts coverage excludes air filters, proactive full bank capacitor replacement and fan replacement.

Customer should check air filters monthly for cleanliness and replace as necessary.

Maintenance does not include System Control Cabinet, Power Tie, Breaker Cabinets, Load Bus Sync or Maintenance Bypass Cabinets.

All battery checks are recorded through the Field DB reporting system. Only visual battery inspection and total battery voltages are to be recorded on the UPS E-form. The full battery maintenance inspection will be conducted through Field DB.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.



- Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.



SCOPE OF WORK

UNINTERRUPTIBLE POWER SYSTEMS

PERIPHERALS MAINTENANCE BYPASS CABINET MODULE BATTERY DISCONNECT, LOAD BUS SYNC, POWER TIE, SLIM LINE DISTRIBUTION CABINET

ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service/Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.

SERVICE PERFORMED

1. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
2. Check all mechanical connections for tightness and heat discoloration, making corrections where necessary.
3. Clean any foreign material and dust from internal compartments.
4. Perform a status check of alarm circuits. (If Applicable).
5. Calibration of the equipment to meet manufacturer's specifications (If applicable).
6. Operational checkout of the system to include transfers and proper status indications.
7. Check or perform Engineering Field Change Notices (FCN) as necessary.
8. Return unit to operational service with normal load then measure and verify display indications.

ASSUMPTIONS AND CLARIFICATIONS

Includes 100% parts coverage, excluding circuit breakers and switches.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:



- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

SCOPE OF WORK

STATIONARY BATTERY SYSTEMS

VRLA (SEALED) BATTERY

ESSENTIAL SERVICE - 2 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Annual and 1 Semi-Annual Preventive Maintenance Services, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services/Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Internal Battery Coverage	Includes parts, labor, disposal and battery jars as required - up to 10% of the battery jars per year, not accumulated over contract term. (Limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.
Battery Recycling	Includes battery recycling as required, with documentation meeting EPA requirements.

SERVICE PERFORMED

****During the Initial PM visit, an Annual Service PM must be performed.****

Semi-Annual Service

1. Inspect the appearance and cleanliness of the battery and the battery room. Clean normal jar top dirt accumulation (to be done only with battery off line).
2. Measure and record the total battery float voltage and charging current.
3. Measure and record the overall AC ripple voltage.
4. Measure and record the overall AC ripple current.
5. Visually inspect the jars and covers for cracks and leakage.
6. Visually inspect for evidence of corrosion.
7. Measure and record the ambient temperature.
8. Verify the integrity of the battery rack/cabinet.
9. Measure and record 100% of the jar temperatures.
10. Measure and record the float voltage of all cells.
11. Measure and record all Internal ohmic readings.
12. Provide a detailed written report noting any deficiencies and corrective action needed, taken and/or planned.

13. Verify approval for Battery Life program.

Annual Service (includes the above, plus)

1. Re-tighten all battery connections to the battery manufacturer's specifications, if required. Refer to the manufacturer's literature to determine if re-tightening is required.
2. Measure and record all battery connection resistances in micro-ohms, when applicable.

Corrective Maintenance Performed as Required

1. Refurbish cell connections as deemed necessary by the detailed inspection report.

Conditions for Single Jar Replacement Service for Lead Acid Batteries

1. The Customer is covered by an Essential or Preferred Contract.
2. The battery string is in overall good health as determined by Vertiv Services; the battery string is not beyond expected service years or has had excessive single jar replacements that would make the string unstable.
3. Up to 10% of defective battery jars may be replaced within a 12-month period as exclusively determined by Vertiv Services.
4. Contracts have no cash value for future years or full string battery replacements. Single Jar replacement is limited to batteries in the original string.

ASSUMPTIONS AND CLARIFICATIONS

Does not include battery or full-string replacement labor or parts coverage.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

SCOPE OF WORK

UNINTERRUPTIBLE POWER SYSTEMS NON-VERTIV ALL 3-PHASE MODELS

ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.

SERVICE PERFORMED

UPS Preventive Maintenance Service

1. Perform temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
2. Perform a complete visual inspection of the equipment including subassemblies, wiring harnesses, contacts, cables, and major components.
3. Check rectifier and Inverter snubber boards for discoloration.
4. Check power capacitors for swelling or leaking oil. (If applicable)
5. Check for DC capacitor vent caps that have extruded more than 1/8". (if applicable)
6. Record all voltage and current meter readings on the module control cabinet or the system control cabinet.
7. Measure and record harmonic trap filter currents. (if applicable)
8. Check the inverter and rectifier snubbers for burned or broken wires.
9. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
10. Check fuses on the DC capacitor deck for continuity (if applicable).
11. With customer approval, perform operational test of the system including unit transfer and battery discharge.
12. Calibrate and record all electronics to system specifications.
13. Measure and record all low-voltage power supply levels.
14. Record phase-to-phase input voltage and currents.
15. Review system performance with customer to address any questions and to schedule any repairs.

Battery Inspection Service

1. Check integrity of battery cabinet (if applicable).

2. Visual inspection of the battery cabinet and/or room to include:
 1. Check for NO-OX grease or oil on all connections (if applicable).
 2. Check battery jars for proper liquid level (if flooded cells).
 3. Check for corrosion on all the terminals and cables.
 4. Examine the physical cleanliness of the battery room and jars.
3. Measure and record DC bus ripple voltage, (if applicable).
4. Measure and record total battery float voltage.

ASSUMPTIONS AND CLARIFICATIONS

Parts coverage excludes batteries, air filters, proactive full bank capacitor and proactive full fan replacement.

Customer should check air filters monthly for cleanliness and replace as necessary.

Maintenance does not include System Control Cabinet, Power Tie, Breaker Cabinets, Load Bus Sync or Maintenance Bypass Cabinets.

The Battery Inspection Service listed above is only a visual inspection and is not intended to replace a full preventive maintenance program for the battery system.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.



Order Number: Q02824430-01

Purchase Order must be assigned to:
Vertiv Services, Inc.
610 Executive Campus Dr
Westerville OH 43082

Payment remittance address:
Vertiv Services, Inc.
PO Box 70474
Chicago, IL 60673

FID# 43-1798453

PO should be e-mailed or faxed with signed proposal to:
Climate Conditioning Company, Inc. c/o MATTHEW NAIL
Attn: MATTHEW NAIL
Email: mnail@climateconditioning.com
Fax: (513) 387-2333

Please complete the following information (All fields are required):

Purchase Order Number: _____ Purchase Order attached: Yes No

If PO **NOT** attached, please specify reason: _____

Invoice Delivery Method: Web Billing (Attach Instructions) Mail Other: _____
 Accounts Payable Email _____ @ _____

Billing Contact Person: _____ Phone: _____

Email: _____ Fax #: _____

Bill-To Company Name: _____ Bill-To Address: _____

Federal Tax ID # _____ Bill-To City, ST Zip: _____

Tax Exempt: Yes (Attach tax exempt certificate) No

Site Services/IT Contact Person: _____ Phone: _____

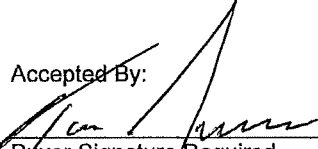
**** COVERAGE DETAILS ****

For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty(30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 45 days from the date of this Proposal unless otherwise noted. INFORMATION TO BUYER: This order between the Buyer and Seller is limited to Seller's Terms and Conditions located at termsconditions.vertivco.com unless a formal agreement governing this Purchase Order/transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by Seller and/or issued by Buyer.

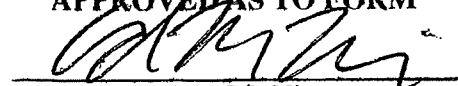
Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below.

Thank you for your business.

Proposed By: 
MATTHEW NAIL Date: 7/17/10

Accepted By: 
Buyer Signature/Required Date: 7/17/10
Tom Grossmann Title: President Phone: _____

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

SERVICES TERMS AND CONDITIONS

Vertiv Services, Inc. (f/k/a Emerson Network Power, Liebert Services, Inc.) is herein referred to as the "Seller" and the customer or person or entity purchasing services ("Services") and parts required for Services ("Parts") from Seller is referred to as the "Buyer." These Services Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope of work, or invoice from Seller relevant to the provision of Services and all documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of this agreement ("Agreement") governing the sale of Services and Parts by Seller to Buyer. Any discrepancies between the terms of the above referenced documents shall be resolved by Seller. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of the terms of this Agreement, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Services and Parts will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Services shall remain in effect for thirty (30) days after the date of Seller's quotation, Seller's scope of work or acknowledgment of Buyer's order for the Services, whichever occurs first, provided an unconditional authorization from Buyer for the performance of the Services is received and accepted by Seller within such time period. If authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Services. All prices are exclusive of taxes, which are to be borne by Buyer. Unless otherwise specified by Seller, Parts will be furnished at Seller's then prevailing prices.

2. **TAXES:** Any current or future tax or governmental charge (or increase in same) affecting Seller's costs of Services or costs of production, sale, delivery or shipment of Parts, or which Seller is otherwise required to pay or collect in connection with the provision of Services and Parts, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. **TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms of payment are net 30 days from date of Seller's invoice. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this Agreement and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. All purchases paid by credit card shall be charged a 2.0% usage surcharge of the invoice total, for fees paid by Seller to accept credit card transactions.

4. **SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the performance dates acknowledged or quoted by Seller, all performance dates are approximate and not guaranteed. Seller, at its option, shall not be bound to tender delivery of any Parts for which Buyer has not provided shipping instructions and other required information. Unless otherwise specified by Seller, for sales of Parts in which the end destination of the Parts is outside of the United States, risk of loss and legal title to the Parts shall transfer to Buyer immediately after the Parts have passed beyond the territorial limits of the United States. For all other shipments, risk of loss and legal title shall pass from Seller to Buyer upon delivery to and receipt by carrier at Seller's shipping point. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) when delivered by the individual providing the Services, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Any claims for shortages or damages suffered in transit are the responsibility of Buyer

and shall be submitted by Buyer directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller warrants that it will perform the Services as described in this Agreement and will exercise all reasonable skill, care and due diligence in the performance of the Services and shall perform the Services in accordance with professional practice. Seller warrants that all Services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of Services. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of Parts. EXCEPT AS SPECIFIED ABOVE, PARTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTIES SET FORTH IN THIS SECTION 5 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE SERVICES AND PARTS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE.

This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller that is used in (i) the selection of the Services and/or Parts and (ii) the preparation of Seller's quotation and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void.

Excluding Seller's negligence, Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Services or Parts, either alone or in combination with other parts.

6. **LIMITATION OF REMEDY AND LIABILITY:** THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO, AT SELLER'S SOLE OPTION, EITHER CORRECT PERFORMANCE FOR THAT PORTION OF THE SERVICES FOUND BY SELLER TO BE DEFECTIVE OR REFUND OF THE PRICE PAID FOR SERVICES.

SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. EXCLUDING SELLER'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND THIRD PARTY INDEMNIFICATION OBLIGATIONS, IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC SERVICES OR PARTS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.

It is expressly understood that any technical advice furnished by Seller with respect to the use of the Parts and/or Services is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. **INSURANCE:** Seller shall maintain the following insurance or self-insurance coverage: Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed. Employer's Liability with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. Commercial General Liability (CGL) for bodily injury and property damage with a limit of \$2,000,000 per occurrence and aggregate. CGL includes Contractual Liability. CGL does not include Products and Completed Operations coverage, which is self-insured. Automobile Liability insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements.

Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

8. **EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God; war; epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances; acts or omissions of Buyer, including, without limitation, those specified in Section 19; or any events or causes beyond Seller's reasonable control. Performance of Services and deliveries of Parts may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Services or Parts or to obtain material used directly or indirectly in the manufacture of the Parts is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may delay performance of Services or allocate its available supply of the Parts among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

9. **CANCELLATION:** Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

10. **CHANGES:** Buyer may request changes or additions to the Services. In the event such changes or additions are accepted by Seller, Seller may revise the price and performance dates. Seller reserves the right to change designs and specifications for the Parts without prior notice to Buyer, except with respect to Parts being made-

to-order for Buyer. Seller shall have no obligation to install or make such change in any Parts manufactured prior to the date of such change.

11. **NUCLEAR/MEDICAL:** SERVICES AND PARTS SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Services and Parts with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users.

12. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment or delegation, without such consent, shall be void.

13. **INSPECTION:** Buyer shall have ten (10) days from the date of completion of each portion of the Services to inspect the Services, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Services are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Services.

14. **BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates for any of the following upon written agreement between the parties: a) any Services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any Services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller Service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if Service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

15. **DRAWINGS:** Seller's documentation, prints, and drawings ("Documents") (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Notwithstanding the foregoing, Buyer may use the Documents in connection with the Services and Parts.

16. **EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States, and the jurisdictions in which the Seller and Buyer are established or from which Services and Parts may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, or export Parts in violation of such applicable laws, regulations, orders or requirements.

17. **NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Services are

being provided to Buyer and for a period of one (1) year after the last provision of Services.

18. **GENERAL PROVISIONS:** These Services Terms and Conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these Services Terms and Conditions. No change, modification, rescission, discharge, abandonment, or waiver of these Services Terms and Conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract Services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in the county of Warren, state of Ohio, and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this Agreement.

19. **ADDITIONAL SERVICE CONDITIONS:** The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Services are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Services. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform Services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other

circumstance altering Seller performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

20. **INDEMNITY:** As to Seller provided Services, Seller agrees to protect, defend (using counsel selected and compensated by Seller), hold harmless, and indemnify Buyer from and against third party claims for bodily injury including death, or tangible property damage to the extent caused by the negligent acts or omissions of Seller employees, agents, or subcontractors in performing Services.

Such indemnification shall extend to claims initiated within two (2) years from the date services were performed causing such claim to arise, shall be reduced to the extent any injury or property damage is caused by others, and is conditioned upon: (a) Buyer provision of timely notification of claim and all reasonable documentation and assistance and (b) Seller assumption of the claim defense to include the right to oppose or settle same at its reasonable discretion.

BUYER: WARREN COUNTY TELECOM

By: [Signature]
Printed Name: Tom Grossmann
Title: President
Date: 7/17/18

SELLER: VERTIV SERVICES, INC.

By: [Signature]
Printed Name: Edward Gary Seigers
Title: Senior Contract Administrator
Date: June 28, 2018

APPROVED AS TO FORM

[Signature]

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

Resolution

Number 18-1122

Adopted Date July 17, 2018

APPROVE NOTICE OF INTENT TO AWARD BID TO DANIS INDUSTRIAL CONSTRUCTION COMPANY FOR SIMPSON CREEK, BEAR RUN, KINGS UNION LIFT STATION IMPROVEMENTS PROJECT

WHEREAS, bids were closed at 9:20 a.m., on June 19, 2018, and the bids received were opened and read aloud for the Simpson Creek, Bear Run, Kings Union Lift Station Improvements Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Chris Brausch, Danis Industrial Construction Company has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, that it is the intent of this Board to award the contract to Danis Industrial Construction Company, 3233 Newmark Drive, Miamisburg, Ohio, for a total bid price of \$987,000.00; and

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

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

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

Resolution adopted this 17th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

EH\

cc: Water/Sewer (file)
OMB Bid file

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

Resolution

Number 18-1123

Adopted Date July 17, 2018

APPROVE THIRD AMENDMENT TO THE AGREEMENT WITH CALLYO TO PROVIDE SURVEILLANCE SERVICES, ON BEHALF OF THE WARREN COUNTY SHERIFF

BE IT RESOLVED, to approve and authorize the Board to sign the Third Amendment to the agreement by and between the Board of Commissioners, on behalf of the Warren County Sheriff, and Callyo for surveillance services; as attached hereto and made part hereof.

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

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

Resolution adopted this 17th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Callyo
Sheriff (file)

Amendment No. 3 to Surveillance Services Agreement

THIS AMENDMENT NO. 3 is entered into this 25th day of June, 2018 by and between the Warren County Board of Commissioners ("County"), and Callyo, having its principal place of business located at 200 2nd Avenue S. #143, St. Petersburg, FL 33701 ("Callyo")

WHEREAS, the parties entered into an Agreement effective June 30, 2015 to provide surveillance services to Warren County Sheriff's Office; (as amended, the "Agreement"); and,

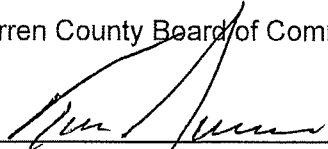
NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used by not defined in this Amendment.

1. The Callyo Silver Package \$2,750.00, to include 6 unlimited lines, 2 audio access, 1500 feature credits for MMS and VIP call monitors, web based training. This price shall be effective from August 1, 2018 through July 31, 2019, and shall supersede in all respects the price of the package set forth in Callyo's Proposal or in any other prior amendments between the parties.
2. Except as hereinabove provided, said Agreement is hereby in all other respects ratified and confirmed.

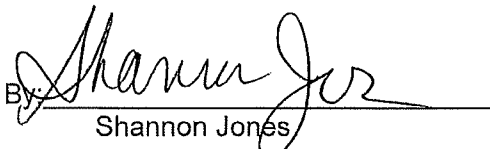
IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be signed by their duly authorized representatives the day and year first written above.

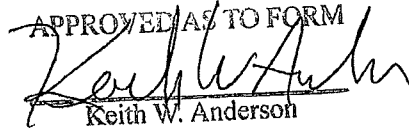
By: 
Callyo Representative

Warren County Board of Commissioners

By: 
Tom Grossmann

By: _____
David Young

By: 
Shannon Jones

APPROVED AS TO FORM

Keith W. Anderson
Asst. Prosecuting Attorney



PROPOSAL #R103653

Billing Address: Callyo 2009 Corp.
200 2nd Avenue S. #143
St. Petersburg, FL 33701

TIN: 27-5470905

DUNS: 969239529

Warren County Sheriff's Office - OH

Renewal Specialist: Kristina Parisi
Phone: 727-322-6752
Email: kristina@callyo.com
Account Manager: Phil Cook

Proposal Created: May 7th, 2018
Valid Until: August 5th, 2018
Performance Period: 8/1/2018 – 7/31/2019

Description	Months	Unit Price	Quantity	Total
Callyo Silver Package	12			\$2,750.00

This is not an invoice

Total:	\$2,750.00
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Resolution

Number 18-1124

Adopted Date July 17, 2018

ENTER INTO CONTRACT WITH BARRETT PAVING MATERIALS INC FOR THE 2018 RESURFACING PROJECT

WHEREAS, pursuant to Resolution #18-1019, adopted July 3, 2018, this Board approved a Notice of Intent to Award Contract for the 2018 Resurfacing Project to Barrett Paving Materials Inc., for a total contract price of \$3,456,744.80. The Warren County Engineer's portion of the total bid price is \$1,969,060.50. 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 Barrett Paving Materials Inc., for said project, for a total contract price of \$3,456,744.80. The Warren County Engineer's portion of the total bid price is \$1,969,060.50. 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. Grossmann. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 17th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

EH\

cc: c/a—Barrett Paving Materials Inc.
Engineer (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 17th day of JULY, 2018, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and Barrett Paving Materials Inc., 3751 Commerce Drive, Franklin, Ohio, 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:

2018 RESURFACING PROJECT

hereinafter called the project, for the sum of \$1,969,060.50 (One million nine hundred sixty nine thousand sixty dollars and fifty 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) Noncollusion 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 September 14, 2018. The Contractor further agrees to pay, as liquidated damages, the sum of \$900.00 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 attorneys 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.

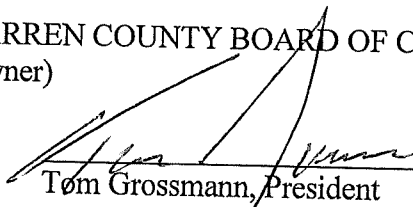
The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

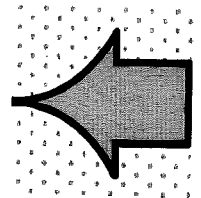
This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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.

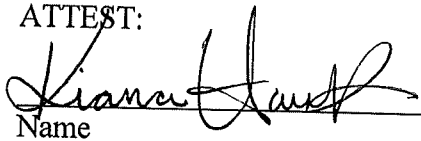
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)

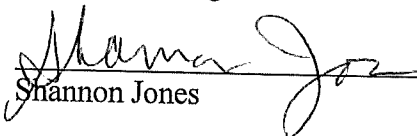

Tom Grossmann, President



ATTEST:


Name

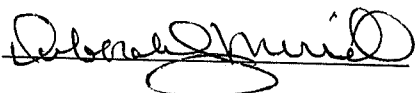
David G. Young


Shannon Jones

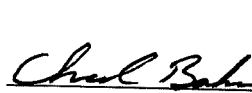
(Seal)

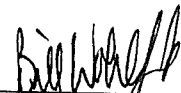
ATTEST:

BARRETT PAVING MATERIALS INC.
(Contractor)

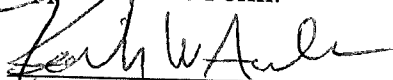


By:


Name and Title
Estimator


Estimator

Approved as to Form:


Assistant Prosecutor

Resolution

Number 18-1125

Adopted Date July 17, 2018

APPROVE EMERGENCY REPAIR TO THE SANITARY SEWER FORCEMAIN LOCATED ON BETHANY ROAD

WHEREAS, the Sewer Department was notified of a potential forcemain leak on Bethany Road just east of Butler-Warren; and

WHEREAS, Sewer Department personnel were able to locate the general location of the break; and

WHEREAS, the repair is critical and time sensitive to maintain the safety and health of the residents in and around the affected area; and

NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. 25094 with Earth and Pipe Contracting, in the amount \$20,000 for sewer repair and road repair,

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


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

Resolution adopted this 17th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Water/Sewer (file)
OMB

Resolution

Number 18-1126

Adopted Date July 17, 2018

EMERGENCY REPAIR/REPLACEMENT OF THE CLARIFIER GEAR REDUCING DRIVE AT THE SYCAMORE TRAILS PACKAGE PLANT

WHEREAS, on July 12, 2018 the clarifier failed at the Sycamore Trails Package Plant; and

WHEREAS, it is imperative to repair said clarifier immediately to be OEPA compliant; and

NOW THEREFORE BE IT RESOLVED, to declare an emergency and approve Purchase Order No. 25095 to M & R Electric Motor Service in the amount of \$3,000.00 for the estimated costs of repairing/replacing said gear reducing drive.

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

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


Resolution adopted this 17th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

las

cc: Auditor 
Water/Sewer (File)
OMB

Resolution

Number 18-1127

Adopted Date July 17, 2018

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

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

Veterans	\$1,964.00
Veterans	\$2,701.78
Veterans	\$1,100.00
Veterans	\$ 659.61


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

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

Resolution adopted this 17th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Veterans (file)
OMB

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 7/12/18

From: WC Veterans

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

A purchase order was not completed for this procurement because: Between blanket OUTGRANT
po's

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5220	920	\$ 1964.00

VENDOR NAME Virginia Smith

DESCRIPTION OF SERVICES Outgrant

DATE OF OBLIGATION 7/11/18

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

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

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

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 239,502.67 DATE 7/11/18

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 219,481.83 DATE 7/13/18

FUND BALANCE NOW \$ 349,588.69

CERTIFIED BY: Matt Nolan JS

MATT NOLAN, WARREN COUNTY AUDITOR

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 7/9/18

From: WC Veterans

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

A purchase order was not completed for this procurement because: between blanket rent po's

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5220	920	\$ 2701.78

VENDOR NAME Cenlar

DESCRIPTION OF SERVICES Mortgage

DATE OF OBLIGATION 7/3/18

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

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

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

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 244,731.93 DATE 7/3/18

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 239,502.67 DATE 7/11/18

FUND BALANCE NOW \$ 30,535,303.02

CERTIFIED BY: Matt Nolan

MATT NOLAN, WARREN COUNTY AUDITOR

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 7/9/18

From: WC Veterans

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

A purchase order was not completed for this procurement because: between blanket rent po's

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5220	920	\$ 1100.00

VENDOR NAME Faulkner Four Percent

DESCRIPTION OF SERVICES Rent

DATE OF OBLIGATION 7/3/18

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

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

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

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 244,731.93 DATE 7/3/18

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 236,800.89 DATE 7/11/18

FUND BALANCE NOW \$ 36,535,303.02

CERTIFIED BY: Matt Nolan JS 2018 JUL -9 PM 2:03

MATT NOLAN, WARREN COUNTY AUDITOR

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 7/10/18

From: WC Veterans

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

A purchase order was not completed for this procurement because: blanket po ran out

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5220	920	\$ 659.61

VENDOR NAME James Joseph Taylor

DESCRIPTION OF SERVICES Outgrant

DATE OF OBLIGATION 7/9/18

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

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

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

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 242,360.93 DATE 7/9/18

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 235,700.89 DATE 7/10/18

FUND BALANCE NOW \$ 367,535,303.02

CERTIFIED BY: Matt Nolan JS 2018 JUL 11 AM 10:34

MATT NOLAN, WARREN COUNTY AUDITOR

Resolution

Number 18-1128

Adopted Date July 17, 2018

APPROVE VARIOUS REFUNDS


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

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


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

Resolution adopted this 17th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Refunds file

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

Resolution

Number 18-1129

Adopted Date July 17, 2018

ACKNOWLEDGE PAYMENT OF BILLS

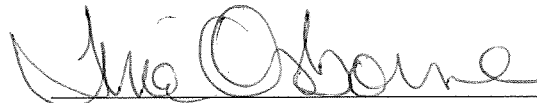
BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #07/12/2018 001, #07/12/2018 002, #07/12/2018 003, #07/12/2018 004, and #07/12/2018 005; said batches are attached hereto and made a part hereof.

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

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


Resolution adopted this 17th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

kh

cc: Auditor 

Resolution

Number 18-1130

Adopted Date July 17, 2018

RELEASE SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH SF DUKE, LLC DBA VINTAGE OAKS FOR VINTAGE OAKS SUBDIVISION SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to release the following security agreement:

RELEASE

Bond Number	:	16-011 (W/S)
Development	:	Vintage Oaks
Developer	:	SF Duke, LLC dba Vintage Oaks
Township	:	Deerfield
Amount	:	\$48,699.50
Surety Company	:	Old Fort Banking Company (101324005-1)

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

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

Resolution adopted this 17th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: SF Duke, LLC dba Vintage Oaks, Attn: Michael D. Gates, PO Box 957, Mason OH 45040
Old Fort Banking Company, 8034 Main Street, Old Fort, OH 44861
Water/Sewer (file)
Bond Agreement file

Resolution

Number 18-1131

Adopted Date July 17, 2018

RELEASE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH BMB LTD. AN OHIO PARTNERSHIP FOR GREENFIELD RESERVE SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to release the following security agreement:

RELEASE

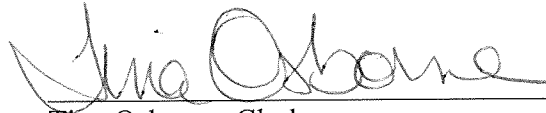
Bond Number	:	15-021 (W/S)
Development	:	Greenfield Reserve
Developer	:	BMB Ltd. An Ohio Partnership
Township	:	Deerfield
Amount	:	\$5,145.00
Surety Company	:	Cashier's Check (Check #25676799)

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

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

Resolution adopted this 17th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: BMB Ltd., Wayne Shuler, PO Box 460, Eastport MI 49627
E. Hartmann
Water/Sewer (file)
Bond Agreement file

Resolution

Number 18-1132

Adopted Date July 17, 2018

RELEASE SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH TRAILS OF SHAKER RUN HOLDINGS LLC FOR TRAILS OF SHAKER RUN, SECTION NINE-B SITUATED IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to release the following security agreement:

RELEASE

Bond Number	:	17-006 (W/S)
Development	:	Trails of Shaker Run, Section Nine-B
Developer	:	Trails of Shaker Run Holdings LLC
Township	:	Turtlecreek
Amount	:	\$6,024.10
Surety Company	:	North Side Bank and Trust Company (LOC #754)

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

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

Resolution adopted this 17th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Trails of Shaker Run Holdings LLC, 5780 State Route 128, Cleves OH 45002
North Side Bank and Trust Co., 4125 Hamilton Ave., Cincinnati OH 45223
Water/Sewer (file)
Bond Agreement file

Resolution

Number 18-1133

Adopted Date July 17, 2018

APPROVE APPROPRIATION DECREASES WITHIN VARIOUS FUNDS

WHEREAS, various Departments have cancelled purchase orders that were encumbered and carried over from previous years; and

WHEREAS, the Auditor's Office has advised this Board that any time prior year purchase orders are cancelled an appropriation decrease is necessary; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation decreases within various Department Funds:

\$ 7,064.25 from #101-1600-317 (Facilities Management – Non Capital Purchases)
\$ 1,144.83 from #101-1600-400 (Facilities Management – Purchased Services)


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

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

Resolution adopted this 17th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Decrease file
Facilities Management (file)
OMB

Resolution

Number 18-1134

Adopted Date July 17, 2018

APPROVE A CASH ADVANCE FROM THE COUNTY MOTOR VEHICLE FUND #202 INTO THE OLD 122 & TOWNSHIP LINE RD ROUNDABOUT PROJECT FUND #453

WHEREAS, Neil Tunison, Warren County Engineer and appointing authority for the Old 122 & Township Line Road Roundabout Project has requested a cash advance until monies are received from fund #202; and

WHEREAS, said cash advance will be repaid upon receipt of said funds from fund #202; and

NOW THEREFORE BE IT RESOLVED, to approve the following cash advance:

\$408,000.00	from	#202-5555-666	(Advances of Cash Out)
	into	#453-5555-555	(Cash Advance In)

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


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

Resolution adopted this 17th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Cash Advance File
Engineer (file)
OMB

Resolution

Number 18-1135

Adopted Date July 17, 2018

APPROVE OPERATIONAL TRANSFER FROM COUNTY COMMISSIONERS' FUND #101-1112 INTO MARY HAVEN YOUTH TREATMENT CENTER FUND #270

WHEREAS, the Mary Haven Youth Center has requested that the third quarter of their 2018 operating contribution be transferred from the County Commissioners Fund #101 into the Mary Haven Youth Treatment Center Fund #270; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from County Commissioners Fund #101 into Mary Haven Youth Treatment Center Fund #270:

\$234,675.00 from #101-1112-744-9000 (County Commissioners, Grants-Mary Haven)
into #270-9001-999-9000 (Mary Haven - County Grant Transfers)

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


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

Resolution adopted this 17th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Probate/Juvenile (file)
Operational Transfer file
OMB

Resolution

Number 18-1136

Adopted Date July 17, 2018

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #101-1110 INTO RECORDER'S FUND #101-1160

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #101-1110 into Recorder's Fund #101-1160 in order to process a vacation leave payout for Lauren Drury former employee of Recorder's Office:

\$411.08	from	#101-1110-882	(Commissioners - Vacation Leave Payout)
	into	#101-1160-882	(Recorder - Vacation Leave Payout)


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

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

Resolution adopted this 17th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Adjustment file
Recorder (file)
OMB

Resolution

Number 18-1137

Adopted Date July 17, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN FACILITIES
MANAGEMENT FUND #101-1600

BE IT RESOLVED, to approve the following appropriation adjustments:

\$20,000.00 from 101-1600-102 (Regular salaries)
Into 101-1600-114 (Overtime Pay)

\$30,000.00 from 101-1600-430 (Utilities General)
Into 101-1600-400 (Purchased Services)

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


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

Resolution adopted this 17th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation file
OMB
Facilities Management (file)

Resolution

Number 18-1138

Adopted Date July 17, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #492

BE IT RESOLVED, to approve the following appropriation adjustment:

\$37,025.00 from #492-3823-320 (Pub Safety-Capital Purchases)
into #492-3823-400 (Pub Safety -Purchased Services)

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


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

Resolution adopted this 17th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Telecom (file)
OMB

Resolution

Number 18-1139

Adopted Date July 17, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE SEWER REVENUE FUND
NO. 575

WHEREAS, the Water and Sewer Department incurs costs for Sewer Projects; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

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

\$50,000.00 from #575-XXXX-3300-320 (Capital Purchases)
into #575-XXXX-3300-317 (Non Capital Purchases)

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


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

Resolution adopted this 17th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

las

cc: Auditor 
Appropriation Adj. file
Water/Sewer (file)
OMB

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

Resolution

Number 18-1140

Adopted Date July 17, 2018

AUTHORIZE PAYMENT OF BILLS


BE IT RESOLVED, to authorize payment of bills as submitted on Batches #07/17/2018 001, #07/17/2018 002, #07/17/2018 003, and #07/17/2018 004; said batches attached hereto and made a part hereof.

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

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

Resolution adopted this 17th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 

Resolution

Number 18-1141

Adopted Date July 17, 2018

ENTER INTO AGREEMENT WITH CITY OF FRANKLIN RELATIVE TO BUILDING
CODE ENFORCEMENT ON BEHALF OF WARREN COUNTY BUILDING DEPARTMENT


BE IT RESOLVED, to enter into agreement with the City of Franklin relative to Warren County Building Department providing Building Code Enforcement Services within the City of Franklin; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 17th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: C/A—City of Franklin (file)
Building Inspection (file)

**CITY OF FRANKLIN
PROFESSIONAL SERVICE CONTRACT**

THIS AGREEMENT, is made by and between the **City of Franklin, Ohio**, hereinafter referred to as "City" and the **Warren County Board of County Commissioners**, hereinafter referred to as "the County," witnesses:

WHEREAS, the Franklin Building Department, the personnel of that department and persons and employees of individual firms, or corporations as described in section 3781.10 (E)(7) have been certified by the State of Ohio Board of Building Standards to exercise enforcement authority, to accept and approve plans and specifications, and to make inspections pursuant to sections 3781.10 (E)(1) and (E)(2) of the Ohio Revised Code; and

WHEREAS, the City desires to engage the services of the County to perform Services as defined in Exhibit A; and

WHEREAS, the County is authorized to enter into this Professional Service Contract with the City pursuant to section 307.15(A)(1) of the Ohio Revised Code; and

WHEREAS, the City is authorized to enter into this Professional Service Contract with the County pursuant to 5.04(j) of the City of Franklin Charter; and

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements herein contained, the parties mutually agree as follows:

1. **SCOPE OF SERVICES.** The County shall provide building permit processing and inspection scheduling, building inspection, plan review, and Building Official services as delineated in Exhibit A of this agreement.
2. **TERM.** This agreement shall remain in effect for a period of 5 years after execution of the agreement pursuant to the terms and conditions of this agreement.
3. **COMPENSATION AND METHOD OF PAYMENT.** City shall pay the County for services rendered seventy-five percent (75%) of all building permit fees collected, as outlined in the City of Franklin Code of Ordinances, charged by Franklin (excluding the supplemental 1% or 3% fee paid directly to the Ohio Board of Building Standards). The City may waive all or part of the fees due by an application for a specific permit, but such action shall not relieve the City of the obligation to pay seventy five percent (75%) of the then published fee schedule to the County. Collection of the permit fees shall be the sole responsibility of the County.
4. **SUBCONTRACTING.** None of the work or services covered by this Contract shall be subcontracted without the prior express written consent of the City. Any work or services subcontracted hereunder shall be specified by written contract and reviewed by the City before execution, which contract shall explicitly state that it is subject to each provision of this Contract.
5. **ASSIGNABILITY.** The County shall not assign any interest in this Contract, and shall not transfer any interest in the same, whether by assignment or novation, without prior express written consent of the City. In accordance with the above stipulation on assignments, this Agreement shall be binding upon and inure to the benefits of the heirs, successors, and assigns of the parties hereto.

6. **GOVERNING LAW.** This Contract shall be governed by, and construed in accordance with, the laws of the State of Ohio. All actions regarding this Contract shall be filed and venued in a court of competent subject matter jurisdiction in Warren County, Ohio. The parties hereby consent to the jurisdiction and venue of such courts and waive any right to assert forum non conveniens.

7. **TERMINATION.**

A. Termination of Contract for Cause. If, through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the County violates any of the covenants or agreements of this Contract, the City shall have the right to terminate this Contract by giving written notice to the County specifying the effective date of the termination, at least ten (10) days before such effective date. In such event, all finished or unfinished documents, data, studies, and reports prepared by the County under this contract shall be immediately delivered to the City as it is the City's property and the County shall be entitled to receive equitable compensation for any work satisfactorily completed. Regardless of the above, the County shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the County.

B. Alternatives to Termination. In the event the County fails to fulfill the terms and conditions of this Contract in a timely and diligent manner, the City reserves the right, at its sole option, as an alternative to termination of the Contract, to reduce the services required herein of the County, and reduce the project budget in a manner which reflects such a reduction, by giving notice of such in writing, stating the date such reduction will become effective.

C. Termination of Contract for Convenience. Both the City and County may terminate this Contract at any time by giving at least ninety(90) days' notice in writing. If the Contract is terminated as provided herein, the County shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the County covered by this Contract, less payments of compensation previously made.

8. **COMPLIANCE WITH LAWS AND POLICIES.**

A. Whenever under this Contract, City or County notices or amendments are required, they shall be effective only when given either (1) in writing and signed by the City Manager for the City of Franklin and signed by the Warren Board of County Commissioners.

B. The County hereby agrees to comply with Ohio Revised Code Section 153.59 regarding nondiscrimination. The County agrees not to discriminate against employees or applicants for employment by reason of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth and its operations within the City shall remain in compliance with all applicable Federal, state and local equal employment opportunity and non-discrimination laws and regulations.

C. Both the County and City agree to comply with Ohio Revised Code Section 2921.42, governing the unlawful interest in a public contract, at all times, in carrying out the terms of this contract, as well as all other Ohio Ethics Laws (see generally Revised Code Chapter 102 et seq.; Revised Code 2921.43 Soliciting or accepting improper compensation;

9. **LIABILITY.**

- A. All personnel or agents of the County shall, for the purposes of allocation of liability to third parties only, be deemed to be acting under the direction and control of the County and not under the direction and control of any other party to this Contract, and their employer or principal shall assume the risk of any liability to third parties arising from the conduct, acts or omissions of such personnel or agents. In the event of any claim or action arising from any circumstances to which this Contract applies, and whether or not a reservation of rights is made, the parties, as condition of this Contract, shall give their full cooperation to any party defending such a claim or action.
- B. Each party to this Agreement agrees to be liable to the negligent acts or negligent omissions by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

10. **EVALUATION, REPORTS, INFORMATION, AND AUDIT.** The County agrees to participate fully in all evaluation activities initiated by the City. At such times and in such form the City may require, the County shall furnish the City such reports as may be requested pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract. The County shall retain all financial and administrative records for a minimum of three years following completion of the contract and shall permit the City or any of its representatives or auditors access to such records. The City shall be provided copies of all such records immediately upon request at any time during the lifetime of this contract through the three years following the completion of the contract.

11. **INSURANCE.** As evidence of the County's ability to be responsible for its allocation of risks stated in paragraph 8 herein, the County warrants it is self-insured for Worker's Compensation, and further, for purposes of public liability insurance the County is self-insured, but is a member of a risk shared pool coverage, namely County Risk Sharing Authority (C.O.R.S.A.) whose contact information is: 209 E. State Street Columbus, Ohio 43215, Telephone: 1-866-455-8039 and webpage: <http://www.ccao.org>, the coverage and policy of limits of which being identified in the attached Memorandum of Coverage (2013-2014). The County further warrants it will notify the City in accordance with the notice requirements set forth in paragraph 11 herein of any changes in its worker's compensation or public liability coverage no less than ten days before such change or cancellation. If the County elects to subcontract any of its duties and responsibilities under this agreement, the County shall notify the City in accordance with the notice requirements set forth in paragraph 11 herein, no less than ten days before use of any subcontractor, and any such subcontractor shall maintain worker's compensation insurance and professional liability insurance, the minimum coverage of which must be at least one million dollars in general liability coverage. Any subcontractor must name the County and City as an additional named insured. All subcontractors must provide a certificate of insurance, executed by the insuring company or its authorized agent, to the County and the City indicating the types and amount of coverage, and naming the insured parties including the County and City as additional named insureds, before the subcontractor is to begin performing services.

As evidence of the City's ability to be responsible for its allocation of risks stated in paragraph 8 herein, the City warrants it is insured as follows: Argonaut Comprehensive Coverage Policy. Evidence of coverage is attached hereto.

12. **NOTICE.** All notices hereunder shall be in writing and shall be served by certified mail, return receipt requested and addressed as follows:

If to City of Franklin: City Manager
City of Franklin
1 Benjamin Franklin Way
Franklin, OH 45005

If to Warren County: Warren County Commissioners
406 Justice Drive
Lebanon, Ohio 45036

13. **SEVERABILITY.** In the event that any provision of this Contract is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions and each provision of the Contract will be and is deemed to be separate and severable from each other provision.

14. **MISCELLANEOUS.**

- A. This Contract represents the entire and integrated agreement of the parties, and supersedes all prior negotiations, representations, and/or agreements, written or oral.
- B. This Contract may only be modified or amended by a written agreement between the parties and may be terminated only upon the written agreement of the parties.
- C. This Contract, and all rights and obligations of the parties hereunder, shall be construed and governed by the laws of the State of Ohio.
- D. The parties acknowledge that the County is an independent contractor providing services to the City, and no provision of this Contract is intended to create or shall be construed to create any employment relationship, partnership, joint venture, or agency relationship between the City and the County.
- E. The headings of the various sections of this Contract are inserted for convenience only and do not, expressly or by implication, limit, define, or extend the specific terms of the sections so designated.
- F. The waiver by either party of a breach or a violation of this Contract shall not operate as or be construed to be a waiver of any subsequent breach of any term or condition hereto. No waiver shall be effective against any party hereto unless in a writing signed by that party.

IN WITNESS WHEREOF, the City has executed this Agreement on this 6th day of July, 2018.

**CERTIFICATION OF AVAILABILITY
CITY OF FRANKLIN OF FUNDS**

I hereby certify that the funds required for this Contract have been lawfully appropriated and are in the Treasury, or are in the process of collection to the credit of the appropriate fund, free from prior encumbrance.

Amy Miller
Amy Miller, Finance Director

Sonny Lewis
Sonny Lewis, City Manager

EXHIBIT A

1. The City agrees that the County shall exercise enforcement authority for inspections and make inspections on behalf of the City and shall review plans and specification. Such authority conveyed to County by this agreement shall be no more than the authority conveyed to Franklin, Ohio by its Building Codes and by the Ohio Revised Code Sections 3781.10 (E) (1) and (E) (2).
2. The County agrees to exercise enforcement authority for inspections and plan review within the City and to make inspections and plan review on behalf of the City. No waiver of code requirements shall be issued by the County. Inspections shall be performed on a regular basis during normal business hours, except for inspections that must be performed during hours of darkness or during commercial "shutdown" conditions. Plan review shall routinely be performed within 72 hours of receipt of plans, for 1, 2, and 3 family dwellings. Plans to be reviewed under the requirements of the Ohio Building Code will routinely be reviewed within 3 to 10 business days from receipt of plans. Failure to render services in compliance with the Ohio Building Code will result in non-payment to the County. Plans are to be submitted to the Warren County Building Department's Office at its address as identified above.
3. The County agrees that inspectors will be available by telephone to respond to citizen queries between 8:00am and 5:00pm, on days when the County is normally open for business. All inspectors and plan reviewers will maintain the relevant state certification as required by law.
4. The City has established a statutory building permit fee schedule which is enumerated in the City's Codified Ordinances, which may be changed from time to time at the discretion of the City. The County agrees to submit any dispute regarding the Franklin building code to the duly appointed Appeals Board for final decision and to accept such decision.
5. The County agrees to furnish the following specific services to the City:
 - A. Examine plans and specifications for proposed work, as required by the Franklin Building Code, the Ohio Residential Code and the Ohio Building Code. Such examination and plan approval pertains only in general to technical and energy code compliance. Any part which may be in violation will not be considered as being approved. Site plan and related zoning permit fees shall be reviewed and retained by Franklin. The County will not knowingly issue any building permit until a zoning certificate has been approved.
 - B. The County shall process all building permits and appropriate fees at their location. The County shall reimburse the City on a monthly basis 25% of all the fees collected during the preceding month.
 - C. Upon request, advise applications on Code requirements, but shall not perform design services for the completion of inadequate applications.
 - D. Perform job inspections of all work described on the application and plans, including the installation of equipment. Such service shall be provided promptly in the order received or scheduled without regard to type or extent of work, but within normal scheduling.
 - E. Upon request of the Franklin Law Director, make itself reasonably available for and shall testify in any judicial proceeding or any formal or informal dispute resolution proceeding involving issues arising from the performance of the services herein described. After the first

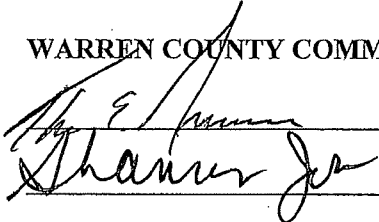
appearance on a specific case, County shall be paid \$100.00 per hour for the time any of its employees or principals shall take to fulfill the requirement as set forth in this section.

F. Provide emergency inspections after normal working hours at a rate of \$50 per hour for residential and \$100 per hour for commercial inspections.


G. All documents, including applications, plan review, job progress reports and inspection reports shall remain property of the City.

H. Serve as the Building Official for the City. Responsibilities will include pre-permit submittal reviews and project evaluations for proposed projects as requested by the City.

WARREN COUNTY COMMISSIONERS



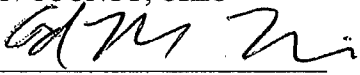
APPROVED AS TO FORM:



Lynnette Dinkler,
City of Franklin Law Director

APPROVED AS TO FORM:

David P. Fornshell
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: 

Assistant Prosecutor

Resolution

Number 18-1142

Adopted Date July 17, 2018

GRANTING VARIANCE TO JOHN CANDLE HOMES, LLC REQUIRED FOR AN ACCESS PERMIT FOR PARCEL ID #1502126002 ON IRWIN SIMPSON ROAD IN DEERFIELD TOWNSHIP, WARREN COUNTY, OHO

WHEREAS, on June 18, 2018, John Candle Homes, LLC filed a Request for Variance of Conditions Required for an Access Permit due to its Application for an Access Permit for Parcel ID #1502126002 to access Irwin Simpson Road in Deerfield Township, Warren County, Ohio (the “subject property”), being denied by the Warren County Engineer on May 17, 2018; and,

WHEREAS, on July 3, 2018, this Board adopted Resolution # 18-0994 setting the matter for a quasi-judicial hearing (the “hearing”) on July 17, 2018, and, after notice having been published in the Journal - News Pulse of Lebanon and Mason newspaper on June 29, 2018, and written notice having been mailed on June 21, 2018, to the Owner’s engineering firm, the Applicant, the Deerfield Township Board of Trustees, and the Warren County Engineer, the Board opened the hearing on July 17, 2018.

NOW THEREFORE BE IT RESOLVED, to make the following findings of fact and decision in this matter after a unanimous vote to close the hearing on July 17, 2018.

A. CONCLUSIONS OF FACT.

The hearing was convened on July 17, 2018, with Commissioner Tom Grossmann, in his capacity as President of the Board presiding, and Commissioner Shannon Jones present. The hearing began with Commissioner Grossman requesting, and the Board’s Clerk, Tina Osborne, indicating that the Owners were proceeding without a licensed attorney as their agent; identifying the resolution numbers and dates setting the hearing; and how and when the hearing had been advertised.

The hearing was recorded and all witnesses swore an oath prior to testifying. During the hearing the Applicant was permitted to appear and be heard in person, or through an attorney. The Agent was given a reasonable opportunity to present its position, arguments, and contentions. The Agent was also given a reasonable opportunity to offer and examine witnesses, cross-examine witnesses, and present evidence in support of the Variance.

Prior to taking testimony from the Applicant or any Proponents and Opponents, Commissioner Grossmann requested the County Engineer, or his designee, testify. The Board heard sworn testimony from Dominic Brigano Assistant County Engineer. Mr. Brigano testified that the County Engineer’s Office is in support of the variance. He testified that granting the variance would not endanger public safety nor hinder traffic movement or the proper operation of the public road. He further testified that granting the variance would be consistent with the purpose of the Access Management Regulations and all feasible access options except granting a variance have been considered.

RESOLUTION #18-1142
JULY 17, 2018
PAGE 2

The Applicant's engineer, Richard Arnold, McGill Smith Puncheon, testified that the applicant has submitted to the County Engineer a letter from Jack Pflum, Traffic Engineer, certifying that access has been placed in the best possible location with requested turn lanes in conjunction with the County Engineer recommendation.

The Applicant had the opportunity to cross examine the County Engineer.

Commissioner Grossmann invited any other persons present to testify. No other persons, proponents or opponents, testified.

The Board did not refuse to accept any evidence, nor did the Board refuse to allow any person present to testify.

B. DECISION.

After applying the applicable law, including without limitation the factors in Section 601.4, et seq. of the Access Management Regulations, to the testimony and evidence presented during the hearing, the Board voted unanimously to grant the variance thereby allowing the County Engineer to grant a Permit for the access point as shown on Access Location Sheet dated 06/12/18.

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

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

Resolution adopted this 17th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)
Public Hearing file
Applicant