



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

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250

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**TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG**

GENERAL SESSION AGENDA

March 21, 2023

- #1 **Clerk — General**
- #2 **9:00 Molly Conley, Warren County Soil and Water Conservation District,
Proclaim “National Agriculture Week” in Warren County**
- #3 **9:00 Work Session— Trevor Hearn, Facilities Director, to Present Campus
Master Plan Study Report**
- #4 **9:45 Work Session— Matt Schnipke, Director of Economic Development,
Relative to Broadband Project**

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

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

M
M
M

Resolution adopted this 21st day of March 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/tao

cc: Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
ENG	BRUMBAUGH CONSTRUCTION INC	ENG. HENDRICKSON RD #80-0.19	\$ 447,338.00
WAT	BOLT ACQUIRECO INC	SEW HVAC FURNACE AND HEAT PUMP	\$ 12,776.00
TEL	SECURE CYBER DEFENSE LLC	TEL SECURE CYBER FORTISWITCH C	\$ 2,144.00
TEL	SOUND COMMUNICATIONS INC	TEL VERINT V15 RECORDING SYSTE	\$ 37,613.07
TEL	MCCLUSKEY CHEVROLET	TEL VEHICLE 2023 CHEVROLET SIL	\$ 47,230.00
CSV	MCCLUSKEY CHEVROLET	NEW 2023 CHEVY MALIBU RS	\$ 24,765.00
ECD	ALTAFIBER	ECD BROADBAND ARPA PROJECT	\$ 5,000,000.00

2/21/2023 APPROVED:

Tiffany Zindel, County Administrator

FOR CONSIDERATION NOT ON CONSENT AGENDA

1. Approve Law Enforcement Training Facility Temporary Revocable License Agreement and Waiver of Liability Form for use of space within the Old Warren County Jail located at 880 Memorial Drive in Lebanon, Ohio
2. Approve appointment of Kendra Couch, Executive Director of Otterbein Lebanon, to the Elderly Services Advisory Committee to fill the unexpired term of Chris Ellis
3. Cancel Commissioners' Meeting of Thursday March 23, 2023

APPROVE LAW ENFORCEMENT TRAINING FACILITY TEMPORARY REVOCABLE LICENSE AGREEMENT AND WAIVER OF LIABILITY FORM FOR USE OF SPACE WITHIN THE OLD WARREN COUNTY JAIL LOCATED AT 880 MEMORIAL DRIVE IN LEBANON, OHIO

WHEREAS, a need had been identified for public law enforcement offices to have a space for training to provide the best public safety and law enforcement practices for protection of the public; and

WHEREAS, the old Warren County Jail located at 880 Memorial Drive Lebanon, Ohio has been vacant since the opening of the new Warren County Jail and an opportunity exists to utilize the vacated space as a training facility until such time as this Board determines the best future use for said space; and

NOW THEREFORE BE IT RESOLVED, to approve the Law Enforcement Training Facility Temporary Revocable License Agreement and Waiver of Liability form; said form attached hereto and made a part hereof.; and

BE IT FURTHER RESOLVED, that the Warren County Sheriff's Office shall obtain a fully executed Law Enforcement Training Facility Temporary Revocable License Agreement and Waiver of Liability form from any agency/jurisdiction prior to utilization of said facility; and

BE IT FURTHER RESOLVED, that this Board reserves the right to terminate said use of training facility in the future.

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

M
M
M

Resolution adopted this _____ day of _____, 20__.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/tao

cc: Sheriff (file)
Prosecutor
OMB

**LAW ENFORCEMENT TRAINING FACILITY TEMPORARY REVOCABLE
LICENSE AGREEMENT AND WAIVER OF LIABILITY**

This temporary revocable license agreement, effective the date signed below, is made between the Warren County Board of County Commissioners, Ohio on behalf of the Warren County Sheriff's Office [hereinafter "Warren County"] whose address is 406 Justice Drive, Lebanon, Ohio 45036, and the Law Enforcement Agency named and undersigned below.

Whereas, Warren County has identified a need for public law enforcement offices to have a space for training to provide the best public safety and law enforcement practices for protection of the public, and as such Warren County desires to make available to all public law enforcement offices, departments or entities the use of the Warren County Law Enforcement Training Facility at 880 Memorial Drive, Lebanon, Ohio 45036 [hereinafter the "Facility"].

Whereas, the undersigned Law Enforcement Agency requires a space for training on public safety and law enforcement practices and desires to use the Facility for this purpose,

Whereas, Warren County pursuant to Resolution No. _____ hereby grants a temporary revocable license for the use of the Facility to the undersigned Law Enforcement Agency pursuant to the following terms and conditions, as follows:

Warren County / Licensor's Rights and Responsibilities:

- 1.) Warren County hereby grants the temporary use of the Facility for the purpose of law enforcement training to the undersigned Law Enforcement Agency.
- 2.) Warren County shall provide a point of contact within the Warren County Sheriff's Office for any notifications required under this license. This point of contact shall have the sole discretion to schedule the use of the Facility. The point of contact shall direct the Law Enforcement Agency towards parking and provide access to the Facility on the scheduled day of use and secure the Facility upon the end of the scheduled use.
- 3.) The Law Enforcement Agency shall only have access to and permission to the Facility during the time scheduled by the Warren County Sheriff's Office point of contact otherwise this temporary license is not in effect. Warren County retains the right to accept, cancel, or adjust the dates and times scheduled for Facility use, and shall provide reasonable advanced notice to the Law Enforcement Agency if a scheduled time requires to be adjusted or cancelled.
- 4.) Warren County reserves the right to inspect each participant, equipment, or weapons prior to use of the Facility. Warren County shall have sole discretion to deny the use of the Facility by any participant or deny the use of any equipment or weapons within the Facility. There shall be no live ammunition within the Facility.

Law Enforcement Agency / Licensee's Rights and Responsibilities:

- 1.) An authorized contracting authority of the Law Enforcement Agency shall sign below in agreement and acknowledgment of the terms and conditions of this revocable temporary license.

- 2.) The Law Enforcement Agency shall designate one point of contact for scheduling, emergencies, or any notifications required under this license.
- 3.) Use of the Facility shall be under the supervision and control of the Law Enforcement Agency subject to the terms and conditions of this license. Only the undersigned Law Enforcement Agency shall be granted use of the Facility and it shall not act as a proxy for any other department, organization, or office in order to obtain access to the Facility.
- 4.) Non-public government office space and public spaces may be accessible from the Facility and are not designated for training purposes. Use of the Facility for training purposes shall be strictly limited to the areas designated by Warren County's point of contact.
- 5.) All reasonable attempts shall be made to cancel use of the Facility 24 hours prior to the scheduled use.
- 6.) The Facility is a smoke-free, tobacco product free building, any use of tobacco products shall take place outdoors 50 feet away from all doorways.
- 7.) There are no public restrooms available in the Facility, the Law Enforcement Agency may use any other open public restroom facilities on Warren County's campus.
- 8.) No live ammunition is permitted in the Facility. The Law Enforcement Agency shall be solely responsible to check all participants and weapons to ensure no live ammunition enters the Facility.
- 9.) Law Enforcement Agency hereby acknowledges and agrees it and the participants of the training are familiar with and responsible for the safe use of the equipment at the Facility and any equipment brought to the Facility. Law Enforcement Agency shall provide the Warren County Sheriff's Office written notice no later than 10 days prior to the scheduled training of any and all equipment that will be used in the Facility. Warren County may at its sole discretion reject the use of any equipment within the Facility. Any equipment and the premises of the Facility shall be returned to its original state after the completion of any training.
- 10.) Should any emergency exist before, during or immediately after the training at the Facility, it is the sole responsibility of the Law Enforcement Agency to immediately contact any emergency assistance, including but not limited to fire or EMS responders. Should such circumstances arise, Warren County shall be immediately notified of such occurrence.
- 11.) The undersigned Law Enforcement Agency hereby agrees and acknowledges that it shall be fully responsible for any loss, claim, or expense, including attorney's fees, related to any bodily injury, including death, or property damage, suffered at any time resulting from its use of the Facility.

- 12.) The Law Enforcement Agency hereby waives any claim and holds harmless the Warren County Board of County Commissioners, its officers, agents and employees and the Warren County Sheriff's Office, its officers, agents and employees from all liability from any loss, claim, damages, lawsuits, costs, judgment, and expenses, including attorney's fees, and any other liabilities incurred by Warren County as a result of bodily injury, including death, destruction of tangible property, including the loss of use resulting there from, caused in whole or in part by the intentional or negligent act or omissions arising from the use of the Facility by the employees, volunteers, guests, invitees of the undersigned Law Enforcement Agency.
- 13.) The Law Enforcement Agency shall keep in effect at all times this license is in effect, at its sole expense, commercial general liability insurance for bodily injury and property damage arising out of the use of the Facility, with liability limits not less than Two Million Dollars (\$2,000,000) per occurrence and shall provide certificates of coverage evidencing such coverage upon execution of this license.
- 14.) The Law Enforcement Agency shall carry statutory worker's compensation insurance as required by law and shall provide Warren County with certificates of insurance evidencing such coverage upon request by Warren County.
- 15.) This temporary revocable license shall be governed by the laws of the State of Ohio, the venue for any legal dispute arising from this agreement shall be that of Warren County Common Pleas Court.
- 16.) This license shall terminate upon the completion of the scheduled training period any subsequent trainings shall require a new license to be granted and executed by the Law Enforcement Agency.

In execution whereof, the contracting authority signed below hereby certifies that it is a duly authorized signatory with express authority to bind the Law Enforcement Agency to this temporary revocable license agreement and waiver subject to the terms and conditions above,

Law Enforcement Agency / Licensee,

Printed Name of Law Enforcement Agency

Printed Name, Title

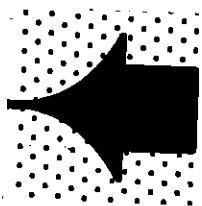
Signature

Date

APPROVED AS TO FORM



Derek B. Faulkner
Asst. Prosecuting Attorney



APPROVE APPOINTMENT TO THE ELDERLY SERVICES ADVISORY COMMITTEE

BE IT RESOLVED, to approve the appointment of Kendra Couch, Executive Director of Otterbein Lebanon, to the Elderly Services Advisory Committee, to fill the unexpired term of Chris Ellis; said term to expire December 31, 2024.

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

M
M
M

Resolution adopted this 21st day of March 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/lkl

cc: Appointments file
Appointees
Elderly Services (file)
L. Lander

Lander, Laura

From: Zindel, Tiffany M.
Sent: Friday, March 17, 2023 11:00 AM
To: Lander, Laura
Subject: FW: Warren County Elderly Services

Can you do a resolution to appoint Kendra Couch to the Senior Services Board. This will replace Chris Ellis as the "provider" member.

Thanks

Tif

From: Jason E. Miller - CP <Jason.Miller@Otterbein.org>
Sent: Friday, March 17, 2023 8:34 AM
To: Zindel, Tiffany M. <Tiffany.Zindel@co.warren.oh.us>; Russell, Martin T. <Martin.Russell@co.warren.oh.us>; Jill Wilson - CP <jwilson@otterbein.org>
Subject: RE: Warren County Elderly Services

You don't often get email from jason.miller@otterbein.org. [Learn why this is important](#)

Tiffany and Martin

Thank you for thinking of Otterbein and we would feel honored to have someone to serve on the Board. We recommend Kendra Couch. Kendra is the Executive Director of Otterbein Lebanon and we feel she would do an excellent job.

A small Bio on Kendra:

Kendra Couch graduated from Ohio University in 1998 with a Bachelor's Degree in Health Sciences with a Focus in Long Term Care Administration. Kendra started her career working for Deaconess Long Term Care, then transitioned to Catholic Health Partners providing leadership to Mercy Franciscan at West Park for 14 years before joining the Otterbein Senior Life family in 2015. Kendra has served as the Executive Director of Otterbein Senior Life in Lebanon for the last seven years where she provides excellence in leadership for approximately 850 residents and over 400 employees.

Kendra resides in Mason with her family: Fiancé Carlos, daughter Emilia and step-son William along with their dog Leo. Kendra loves to travel, enjoys baking, learning new things such as tennis and spending time with her family.

If you have any questions please do not hesitate to call or email me.

Kindest Regards,

Jason Miller



Jason Miller
Senior Vice President
 • jason.miller@otterbein.org
 • Office: 513-933-5435
 • Mobile: 513-262-8990



[Learn more about Otterbein SeniorLife.»](#)

From: Zindel, Tiffany M. <Tiffany.Zindel@co.warren.oh.us>
Sent: Friday, March 10, 2023 8:16 AM
To: Russell, Martin T. <Martin.Russell@co.warren.oh.us>; Jill Wilson - CP <jwilson@otterbein.org>
Cc: Jason E. Miller - CP <Jason.Miller@Otterbein.org>
Subject: RE: Warren County Elderly Services

**** CAUTION! This email is NOT from an Otterbein partner. Be AWARE, Click with CARE! ****

Do not open attachments or click links if you do not recognize the sender or are not expecting an attachment.

Jill

All meetings are held here in our Commissioners Conference Room. We meet quarterly for roughly an hour to hour and a half. In regard to your recommendation, upon receiving the name, I will present to the BOCC for appointment and hopefully, they would be able to join at our next meeting (anticipated early May).

Thank you and please feel free to reach out with any other questions.

Tiffany

Tiffany Zindel
 County Administrator
 Warren County
 406 Justice Drive
 Lebanon, Ohio 45036
 513-695-1241

From: Russell, Martin T. <Martin.Russell@co.warren.oh.us>
Sent: Thursday, March 9, 2023 4:21 PM
To: Jill Wilson - CP <jwilson@otterbein.org>
Cc: Jason E. Miller - CP <Jason.Miller@otterbein.org>; Zindel, Tiffany M. <Tiffany.Zindel@co.warren.oh.us>
Subject: Re: Warren County Elderly Services

That is great. I have copied Tif as she sits on the Board and can give better detail on timing. However, since it is a small Board, I assume they will want to act sooner versus later.

Thanks

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

On Mar 9, 2023, at 4:16 PM, Jill Wilson - CP <jwilson@otterbein.org> wrote:

Hello Martin. Sorry for the delay in response. Thanks for thinking of us. Yes, we definitely be happy to fill a board seat. I have someone in mind that I will talk to and get back with you on this. How soon do you need to know who I will be recommending? Do they meet at the County Commissioner's building? Thanks

From: Russell, Martin T. <Martin.Russell@co.warren.oh.us>
Sent: Thursday, March 9, 2023 1:53 PM
To: Jill Wilson - CP <jwilson@otterbein.org>
Subject: RE: Warren County Elderly Services

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Jill,

I wanted to follow-up on the below email and see if you or any of your staff would be interested in this board seat?

Thanks

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

From: Russell, Martin T.
Sent: Monday, March 6, 2023 3:11 PM
To: 'Jill Wilson - CP' <jwilson@otterbein.org>
Subject: Warren County Elderly Services

Jill,

I hope all is well.

Warren County Elderly Services has an advisory board that bring ideas/concepts to the BOCC for action. We are down on person for that Board and the "category" for that position is senior service provider. Would you or someone in your organization be willing and interested in being on this advisory board? The Board only meets quarterly so the time commitment is pretty low. Let me know and thanks for your consideration.

Have a great rest of the day.

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

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,
MARCH 23, 2023

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,
March 23, 2023.

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

M
M
M

Resolution adopted this _____ day of _____, 20__.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/tao

cc: Auditor_____
Commissioners' file
Press

CONSENT AGENDA*

March 21, 2023

Approve the minutes of the March 14, 2023, Commissioners' Meeting.

PERSONNEL

- 1. Accept resignation of Jonathan Mansell, Control Systems Technician II within W/S Department**
- 2. Administer disciplinary action against employee within Children Services**

GENERAL

- 3. Advertise for bids for 2023 Chip Seal Project**
- 4. Authorize staff to begin contract negotiations with Tyler Technologies, Inc. for the purchase of a Utility Billing Software System for the W/S Department**
- 5. Enter into contract with Brumbaugh Construction for the Hendrickson Road Bridge Rehab Project for the County Engineer**
- 6. Amend resolutions #22-1682 and #22-1683 entering into agreements with the Warren County Park District relative to ARPA project funds; said resolution clarifies that agreements are beneficiary agreements rather than subrecipient**
- 7. Accept Tax Incentive Review Council recommendations for the 2022 Enterprise Zone Program and Community Reinvestment Area Program**
- 8. Approve Satisfaction of Mortgage for Desiree Morsie-Lyons on behalf of Grants Administration**
- 9. Approve Local Support Agency Memorandum of Understanding with LCI on behalf of Emergency Services**
- 10. Accept quote from Secure Cyber Defense on behalf of Telecommunications for Fortiswitch equipment**
- 11. Enter into agreement with Sound Communications for Verinet Media Recorder Renewal on behalf of Telecommunications**
- 12. Enter into contract with Clinton County Commissioners for placement within Mary Haven on behalf of Juvenile Court**
- 13. Enter into agreement with University of Cincinnati College of Allied Health Sciences on behalf of Children Services**
- 14. Enter into placement agreement with Against All Odds 126, Inc. on behalf of Children Services**
- 15. Enter into classroom training agreement with Paradigm Health Services on behalf of OMJ Warren County**
- 16. Declare various items as surplus and authorize disposal through internet auction**
- 17. Acknowledge approval of bills**
- 18. Approve W/S performance bond reduction for Valley View, Section 1 in Hamilton Township**
- 19. Approve street and sidewalk performance bond reduction for The Villages of Hopewell Valley, Section Six and Valley View, Section 1 in Hamilton Township**
- 20. Approve final plat**

FINANCIAL

- 21. Approve appropriation adjustments within Juvenile Court 11011240, Board of Elections 11011300, Children Services 2273 and Transit 2299**

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



BOARD OF COUNTY COMMISSIONERS
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Facsimile (513) 695-2054

TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

MINUTES: Regular Session – March 14, 2023

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

The Board met in regular session pursuant to adjournment of the March 7, 2023, meeting.

Shannon Jones – present

Tom Grossmann – present

David G. Young – present

Tina Osborne, Clerk – present

Minutes of the March 7, 2023, meeting were read and approved.

- 23-0293 A resolution was adopted to approve end of 365- day probationary period and approve a pay increase for Stephani Abbott within the Warren County Emergency Services Department. Vote: Unanimous
- 23-0294 A resolution was adopted to approve end of 365- day probationary period and approve a pay increase for Lyndsey Stump within the Warren County Emergency Services Department. Vote: Unanimous
- 23-0295 A resolution was adopted to hire Mikel Shane Barnette as Training Coordinator within the Warren County Department of Job and Family Services, Human Services Division. Vote: Unanimous
- 23-0296 A resolution was adopted to approve part-time work hours for Kristy Oeder, Office Administrator, within Warren County Telecommunications Department. Vote: Unanimous
- 23-0297 A resolution was adopted to approve disability retirement of Michael Callahan, Telephone Technician III, within the Telecommunications Department effective March 24, 2023. Vote: Unanimous

- 23-0298 A resolution was adopted to hire Olivia Siegmann as an intern for the Telecommunications Department. Vote: Unanimous
- 23-0299 A resolution was adopted to approve promotion of Kaylie French from Administrative Clerk to Administrative Support within the Warren County Department of Job and Family Services, Children Services Division. Vote: Unanimous
- 23-0300 A resolution was adopted to approve promotion of Miranda Griffith to the position of Case Aide within the Warren County Department of Job and Family Services, Children Services Division. Vote: Unanimous
- 23-0301 A resolution was adopted to hire Emily Gibson as On-Going Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division. Vote: Unanimous
- 23-0302 A resolution was adopted to remove probationary employee Kamea Whitehead, within the Department of Job and Family Services, Children Services Division. Vote: Unanimous
- 23-0303 A resolution was adopted to set and advertise Public Hearing #2 to designate projects Warren County intends to fund for the FY 2023 Community Development Block Grant (CDBG) Urban Entitlement Program. Vote: Unanimous
- 23-0304 A resolution was adopted to authorize President of the Board to sign permit application from the Ohio Department of Commerce, Division of Liquor Control for a fundraising event at the Warren County Fairgrounds. Vote: Unanimous
- 23-0305 A resolution was adopted to authorize acceptance of quote from Business Communication Specialists on behalf of Warren County Telecommunications. Vote: Unanimous
- 23-0306 A resolution was adopted to authorize the transfer of equipment to DAYCAD for trade in on new plotter on behalf of Warren County Telecommunications. Vote: Unanimous
- 23-0307 A resolution was adopted to approve emergency replacement power plant with installation for Snider Tower Site on behalf of Warren County Telecommunications. Vote: Unanimous
- 23-0308 A resolution was adopted to approve emergency spare replacement power plant for all Telecommunications tower sites. Vote: Unanimous
- 23-0309 A resolution was adopted to approve emergency procurement services for tree removal located at the Lower Little Miami Wastewater Treatment Plant. Vote: Unanimous

- 23-0310 A resolution was adopted to approve notice on intent to award bid to Smith and Brown Contractors, Inc. for the Hunter Sewer System Improvements Project. Vote: Unanimous
- 23-0311 A resolution was adopted to approve and enter into an easement agreement with Dennis Teall and Brian Rauch for waterline and appurtenances for the State Route 48 and US 122 Water Improvement Project and approve and authorize payment of just compensation. Vote: Unanimous
- 23-0312 A resolution was adopted to approve and enter into an easement agreement with Crossroads Christian Church for waterline and appurtenances for the State Route 48 and US 22 Water Improvement Project and approve and authorize payment of just compensation. Vote: Unanimous
- 23-0313 A resolution was adopted to approve and authorize the President of the Board to enter into a professional services agreement with Backflow Service, Inc. for assistance in managing the Water and Sewer Department Backflow and Cross-Connection Program. Vote: Unanimous
- 23-0314 A resolution was adopted to approve the contract between the Family and Children First Council of Seneca County and Warren County Commissioners on behalf of the Warren County Juvenile Court Mary Haven Youth Center Division. Vote: Unanimous
- 23-0315 A resolution was adopted to authorize Warren County Administrator on behalf of the County Commissioners, to sign a grant agreement with the Ohio Emergency Management Agency relative to the Emergency Management Performance Grant (EMPG). Vote: Unanimous
- 23-0316 A resolution was adopted to acknowledge payment of bills. Vote: Unanimous
- 23-0317 A resolution was adopted to approve various record plats. Vote: Unanimous
- 23-0318 A resolution was adopted to accept amended certificate for Sheriff's Office Fund #2293 and approve supplemental appropriation into Sheriff's Office Fund #2293. Vote: Unanimous
- 23-0319 A resolution was adopted to approve operational transfer from Commissioners' Fund #11011112 into Child Support Enforcement Agency Fund #2263. Vote: Unanimous
- 23-0320 A resolution was adopted to approve operational transfers of interest earnings from Commissioners' Fund #11011112 into Water Funds #5510, #5583, Sewer Funds #5580, and #5575. Vote: Unanimous
- 23-0321 A resolution was adopted to approve supplemental appropriation into OhioMeansJobs Fund #2258. Vote: Unanimous

- 23-0322 A resolution was adopted to approve appropriation adjustments from Commissioners General Fund #11011110 into County Court Clerk Fund #11011282. Vote: Unanimous
- 23-0323 A resolution was adopted to approve appropriation adjustments from Commissioners' General Fund #11011110 into Coroner Fund #11012100. Vote: Unanimous
- 23-0324 A resolution was adopted to approve appropriation adjustment within Common Pleas General Fund #11011220. Vote: Unanimous
- 23-0325 A resolution was adopted to approve appropriation adjustment within Board of Elections Fund #11011300. Vote: Unanimous
- 23-0326 A resolution was adopted to approve appropriation adjustment within Probate Court Fund #10112500. Vote: Unanimous
- 23-0327 A resolution was adopted to approve appropriation adjustment within the Treasurer's Office Fund #2249. Vote: Unanimous
- 23-0328 A resolution was adopted to approve appropriation adjustment within Children Services Fund #2273. Vote: Unanimous
- 23-0329 A resolution was adopted to approve appropriation adjustment within County Court Fund #2283. Vote: Unanimous
- 23-0330 A resolution was adopted to approve requisitions and authorize County Administrator to sign documents relative thereto. Vote: Unanimous
- 23-0331 A resolution was adopted to hire McKenna Hammonds as a part-time Investigative Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division. Vote: Unanimous
- 23-0332 A resolution was adopted to hire Savannah Taylor as On-Going Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division. Vote: Unanimous
- 23-0333 A resolution was adopted to hire Tyler Bell as Investigative Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division. Vote: Unanimous
- 23-0334 A resolution was adopted to approve rezoning applications of James and Terry Banker (Cases #2023-01, #2023-02, #2023-03), to rezone approximately 102.879 acres from "R1B" Single Family Residential (1 acre density) and "B1" Neighborhood Commercial Business to "A1" Agricultural Zone in Turtlecreek Township. Vote: Unanimous

DISCUSSIONS

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

John Gomez, Southwest Regional Liaison for Ohio Treasurer Robert Sprague, was present to introduce himself as the new representative to Warren County.

Students from Lebanon High School Government class were present for 2023 Student Government Day.

The students each introduced themselves and the Board discussed county government.

PUBLIC HEARING

CASE #2023-01, 2023-02, AND 2023-03

REZONING APPLICATIONS OF JAMES AND TERRY BANKER
TO REZONE APPROXIMATELY 102.879 ACRES FROM "R1B" SINGLE FAMILY
RESIDENTIAL (1 ACRE DENSITY) AND "B1" NEIGHBORHOOD COMMERCIAL
BUSINESS TO "A1" AGRICULTURAL ZONE IN TURTLECREEK TOWNSHIP

The Board met this 14th day of March 2023, to consider the public hearing for the rezoning application of James and Terry Banker, owners of record (Case #2023-01, 2023-02, 2023-03), to rezone approximately 102.879 (Parcel Numbers 12-10-101-001-0, 12-10-151-002-0, 12-11-100-033-0, & 12-11-100-021-0) located at 619 McClure Road in Turtlecreek Township from "R1B" Single Family Residential (1 acre density) and "B1" Neighborhood Commercial Business Zone to "A1" Agricultural Zone.

Michelle Tegtmeier, Director of the Building and Zoning Department presented the attached PowerPoint presentation reviewing the location of the property, current zoning, existing use and requested zone. She stated this hearing includes three cases containing a total of 4 separate parcels. She stated that all parcels are being requested to be rezoned to Agriculture A1.

Mrs. Tegtmeier stated that the Regional Planning Commission recommended approval of the applications and the Rural Zoning Commission unanimously approved all three applications.

Jim and Terry Banker, property owners residing at 619 McClure Road, stated they desire to have all their property aligned with the zoning that matches the actual use which is agricultural. He stated

that they purchased the original farm in 1992, the adjacent farm in 2004 and then the last parcel that is adjacent to them in 2015.

Commission Grossmann questioned what it is the property owners desire to do with the property that they cannot do already.

Mr. Banker stated that the property is already in a conservation easement, and they desire to rezone to remain consistent with the use.

There being no one to speak in favor of or in opposition to these rezoning applications, the Board closed the public hearing and resolved (Resolution #23-0334) to approve the rezoning applications.

Upon motion the meeting was adjourned.

Shannon Jones, President

David G. Young

Tom Grossmann

I hereby certify that the foregoing is a true and correct copy of the minutes of the meeting of the Board of County Commissioners held on March 14, 2023, in compliance with Section 121.22 O.R.C.

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



PP Exhibit #1 CASE #	2023-01, 2023-02, 2023-03	
APPLICANT/OWNER/AGENT	James & Terry Banker	
TOWNSHIP	Turtlecreek	
PROPERTY LOCATION'S	ADDRESS	619 McClure Rd., 1899 Route 63 Lebanon, Ohio 45036
	PIN	12-10-101-001-0, 12-10-151-002-0, 12-11-100-033-0, & 12-11-100-021-0
PROPERTY SIZE Frontage	12-10-101-001-0 is .204, 12-10-151-002-0 is 61.014 acres, 12-11-100-033-0 is 39.778 acres, 12-11-100-021-0 is 1.883 acres. For a total of 102.879 acres.	
CURRENT ZONING DISTRICT'S	"R1B" Single Family Residential (1 acre density) "B1" Neighborhood Commercial Businesses Zone	
FUTURE LAND USE MAP (FLUM) DESIGNATION	Agricultural-Rural Residential	
EXISTING LAND USE	Single Family Resident	
ZONING REQUESTED	"A1" Agricultural Zone	
ISSUE FOR CONSIDERATION	Request to rezone 4 parcels from B1 and R1B to A-1, Agriculture.	

Rezoning Process



**Regional Planning
Commission**
January 26, 2023



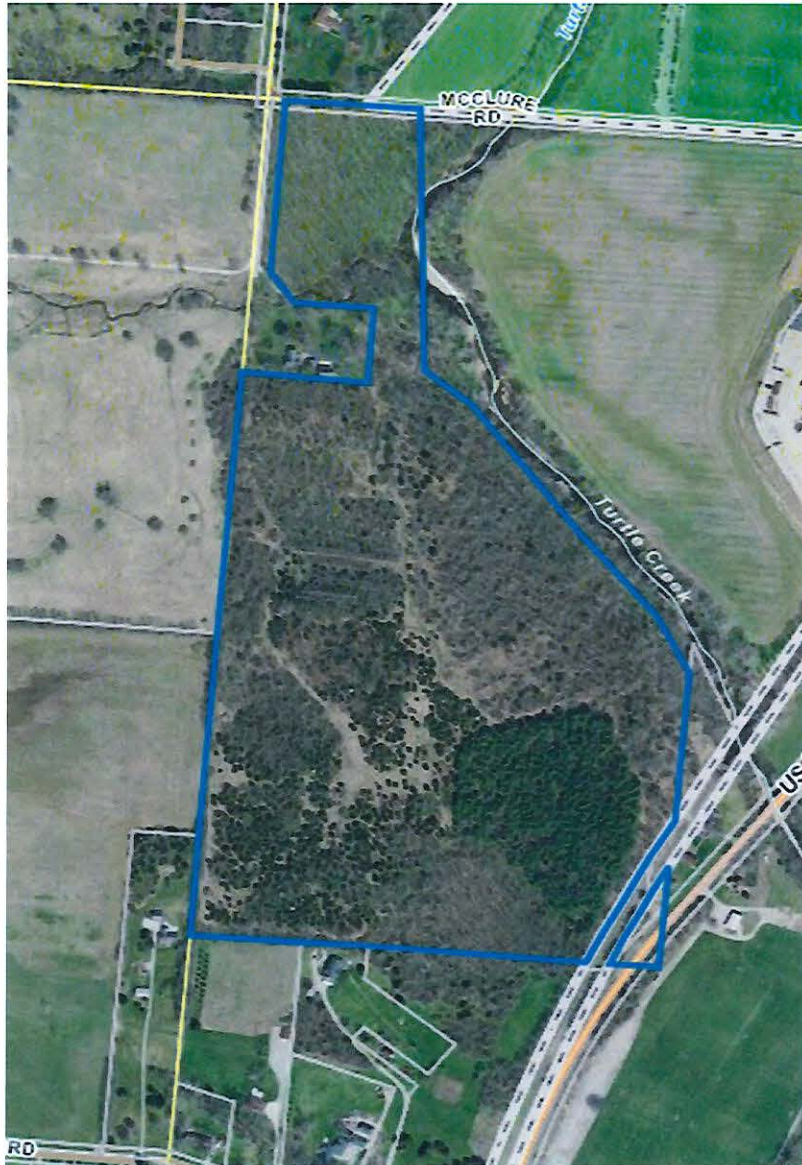
**Warren County Rural Zoning
Commission**
February 7, 2023



**Board of County
Commissioners**
March 14, 2022

AERIALS FOR CASE # 2023-01

Parcel 12-10-151-002-0



61.014 acres

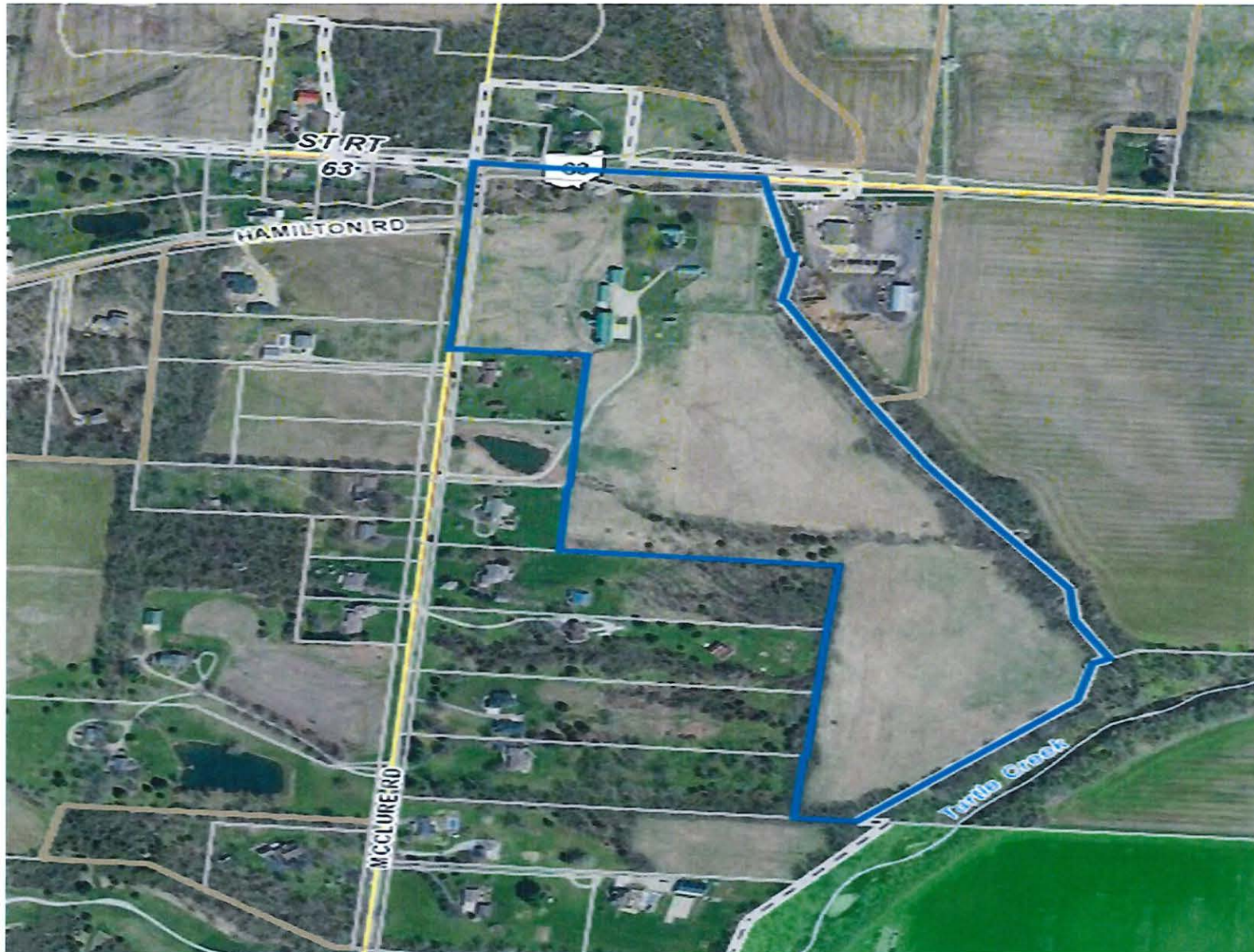
Parcel 12-10-101-001-0



.204 acres

AERIAL FOR CASE # 2023-02

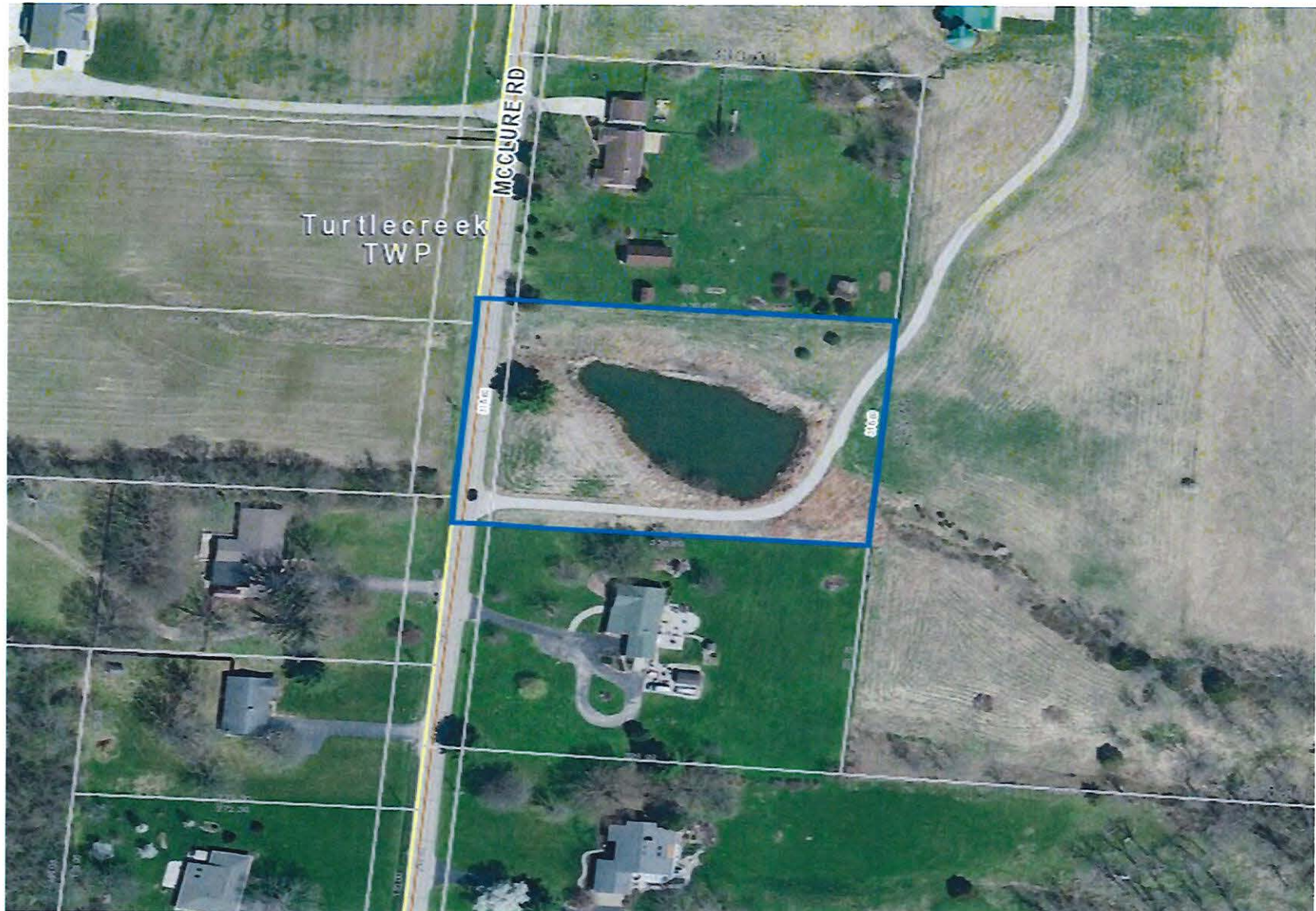
Parcel 12-11-100-033-0



39.778 acres – A1 and B1

AERIAL FOR CASE # 2023-03

Parcel 12-11-100-021-0

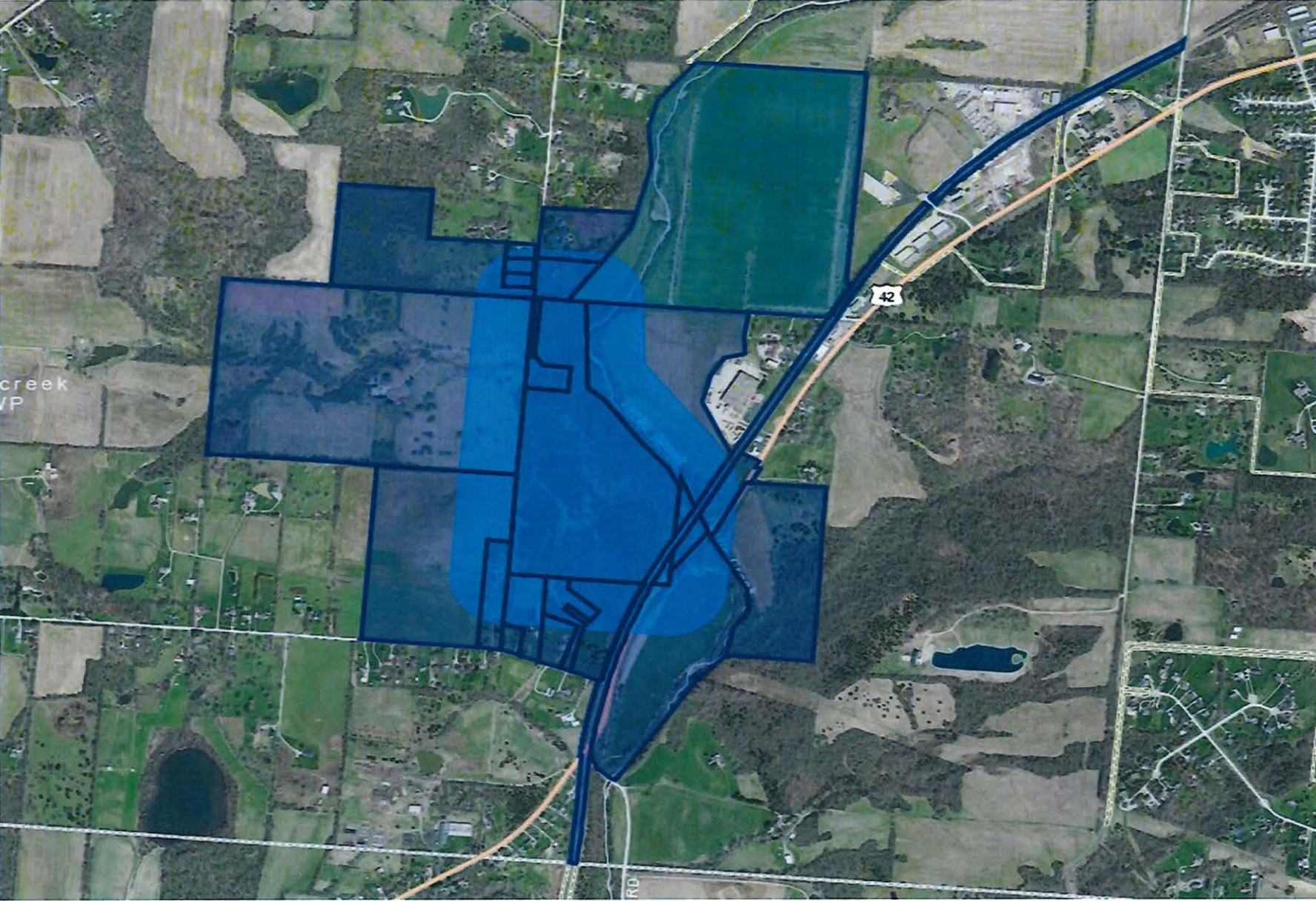


1.883 acres

Notification Map

2023-01

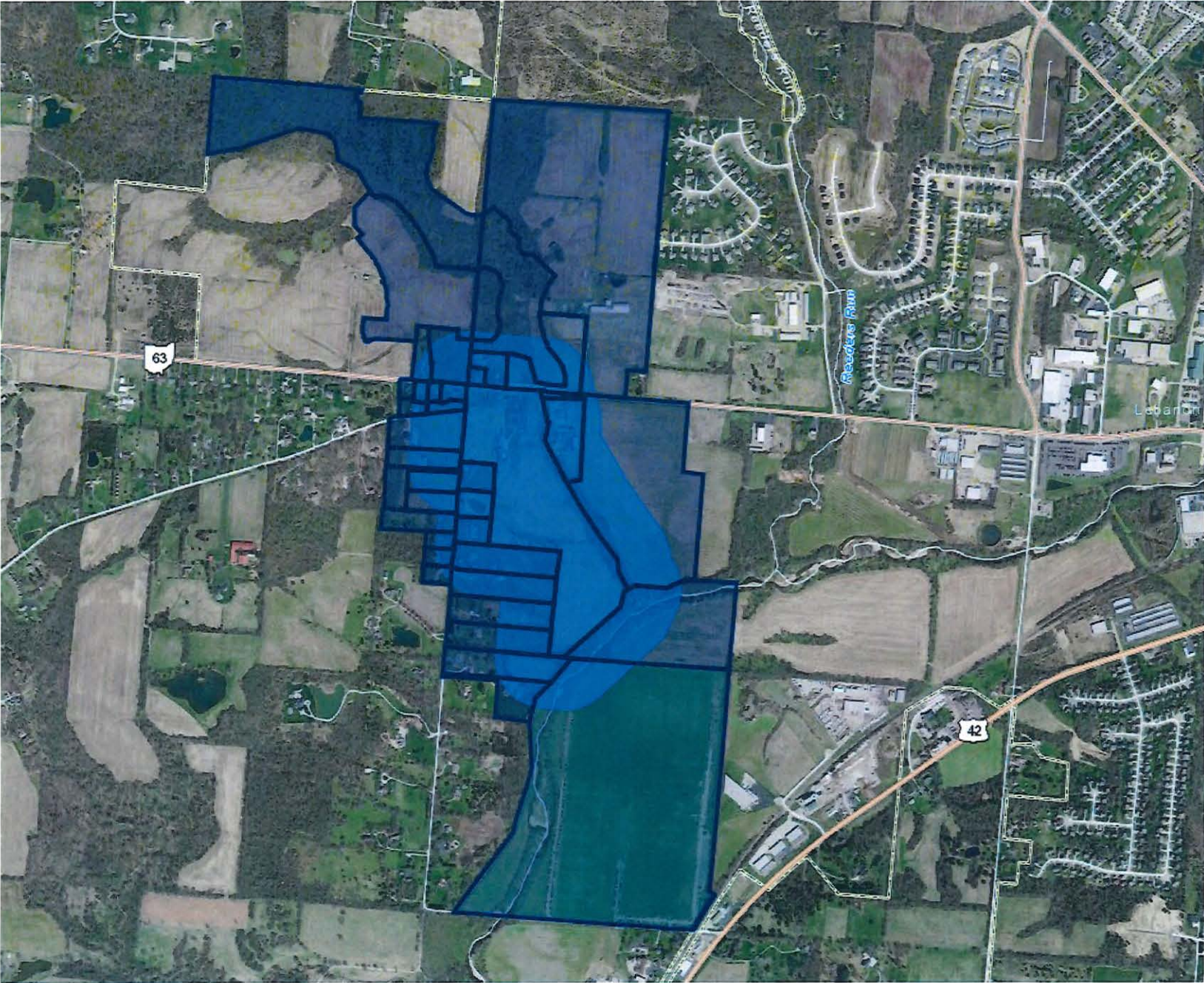
Parcel 12-10-151-002-0 & Parcel 12-10-101-001-0



Notification Map

2023-02

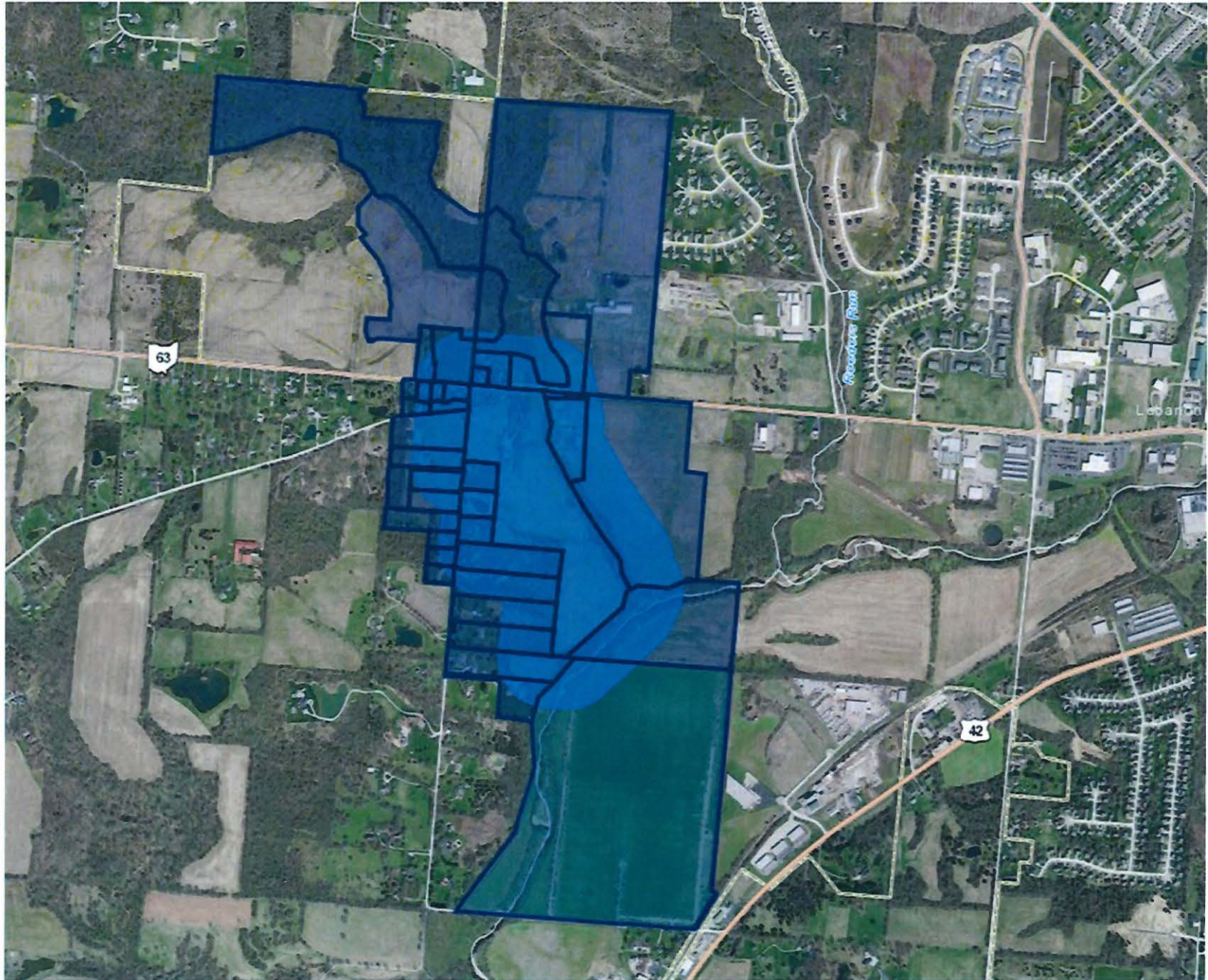
Parcel 12-11-100-033-0



Notification Map

2023-03

Parcel 12-11-100-021-0



A-1 Zoning Section 2.405

AGRICULTURAL ZONE REGULATIONS (A1):

Purpose: The purpose of the A1–Agricultural Zoning District is to protect the agricultural production resources of Warren County as seen today in viable agricultural operations, and the agricultural heritage. This district contains those areas of Warren County where it is necessary and desirable to preserve, promote, maintain and enhance the use of the land for agricultural purposes and to protect such lands from encroachment by nonagricultural uses or activities. In the A1–Agricultural Zoning District, agriculture shall be the primary land use, with a minimum of ten (10) acres of vacant land.

2.405.3 Maximum Density: one dwelling per forty-one (41) acres and there shall be no more than one residence on any lot.

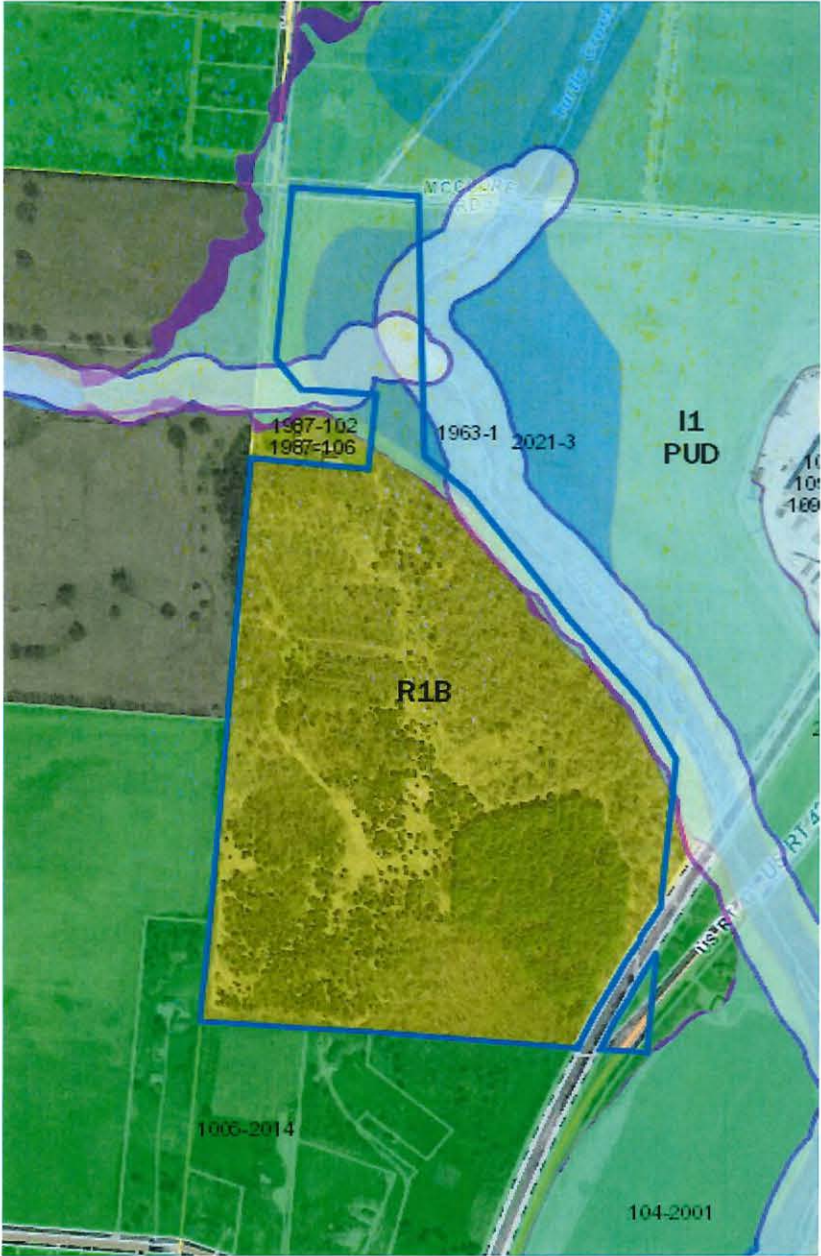
Permitted Uses:

1. Agriculture Uses
2. Roadside Stands
3. Single-family Residences
4. Farm worker residences

Flood and Zoning Map

Parcel 12-10-151-002-0 & Parcel 12-10-101-001-0

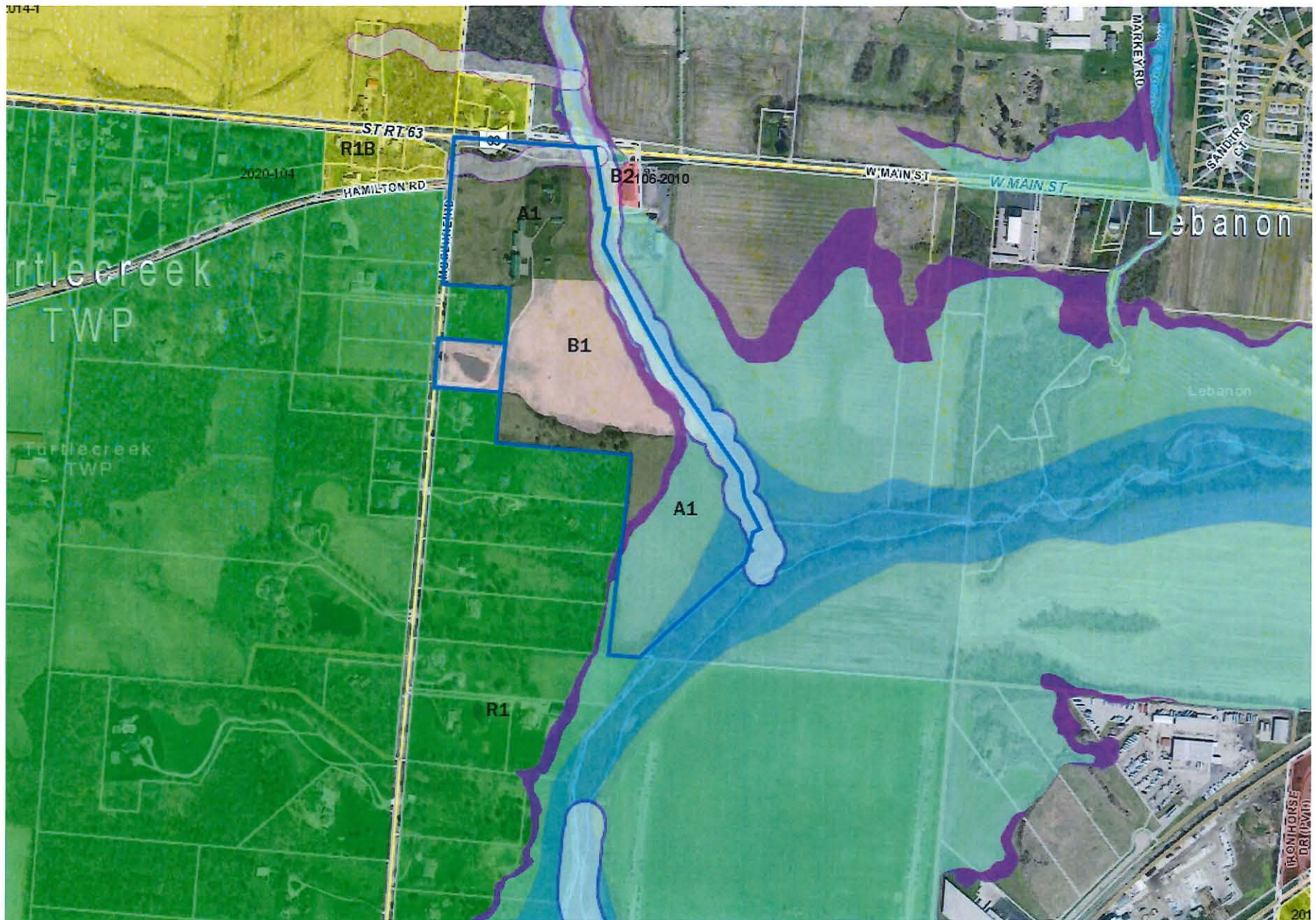
2023-01 and 02



Flood and Zoning Map

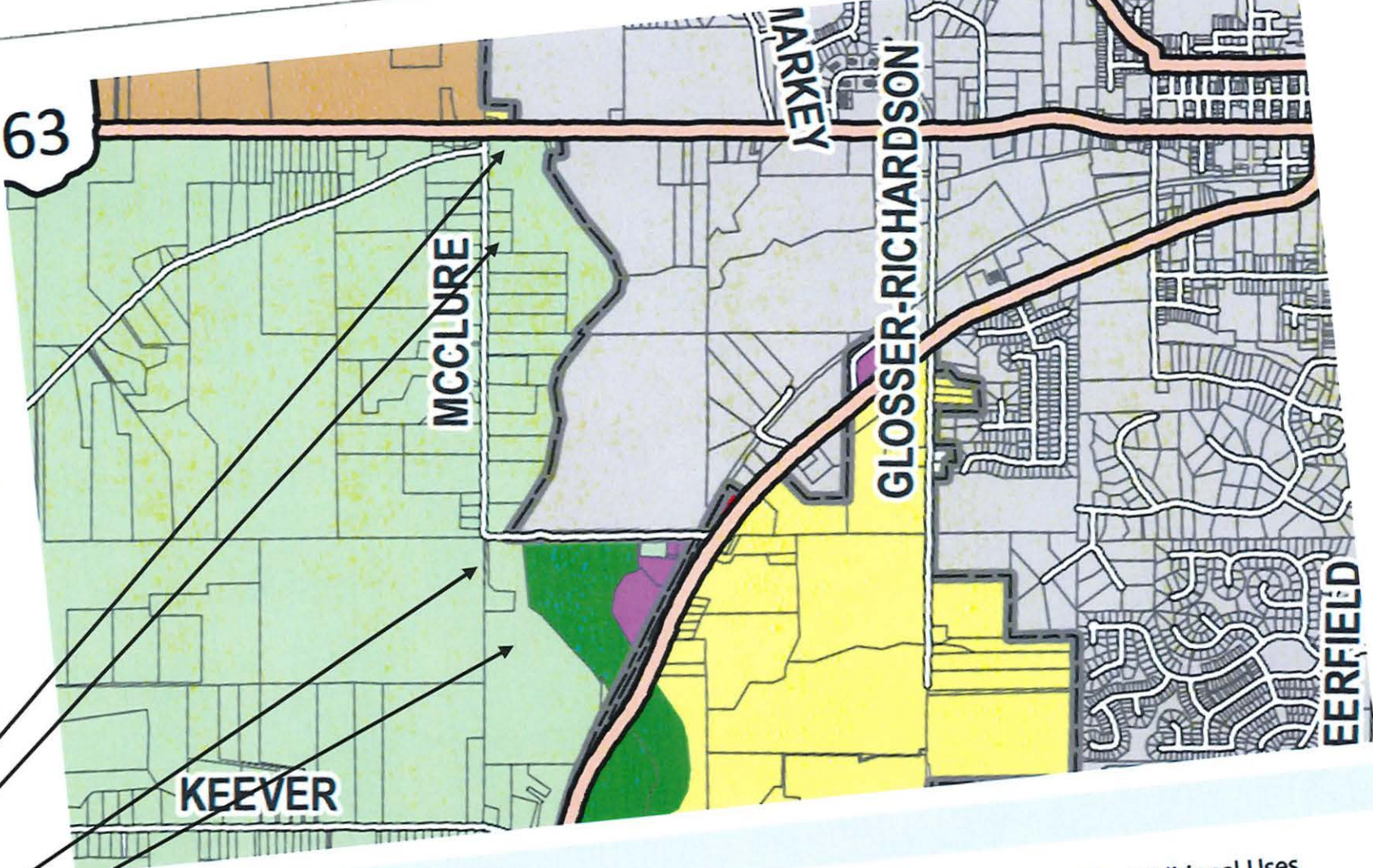
2023-03

Parcel 12-11-100-033-0 & Parcel 12-11-100-021-0



FLUM

63



Legend

- Future Land Uses**
- Agricultural-Rural Residential
 - Commercial
 - Industrial
 - Mixed-Use Neighborhood
 - Multi-Family Residential
 - Office
 - Protection Area
 - Public-Semi-Public

- Deerfield Township Character Areas**
- Parks and Recreational-Open Space
 - Single Family Residential
 - Low Density Rural Neighborhoods
 - Med Density Rural Neighborhoods
 - Neighborhood MU
 - Neighborhoods
 - Office Park
 - Regional Highway Commercial

- Town Center MU**
- Clearcreek Township Additional Uses**
- Township Residential
- Hamilton Township Additional Uses**
- Rural Residential
- Salem Township Additional Uses**
- Mixed Use
 - Mixed Use Light Ind/Office

- Union Township Additional Uses**
- Low Density Residential
- Wayne Township Additional Uses**
- Mixed Use Commercial/Industrial
 - Mixed Use Residential



Warren County Regional Planning Commission

WARREN COUNTY ADMINISTRATION BUILDING
406 JUSTICE DRIVE • LEBANON, OHIO 45036
TELEPHONE (513) 695-1223

STANLEY C. WILLIAMS, EXECUTIVE DIRECTOR

Warren County Regional Planning Commission Recommendation

January 26, 2023

Ms. Michelle Tegtmeier
Warren County Rural Zoning
406 Justice Drive
Lebanon, OH 45036

Dear Ms. Tegtmeier:

This letter is in regard to the proposed rezoning for the Banker property, from "A1", "B1", and "R1B" to "A1" Agricultural, in Turtlecreek Township.

At its meeting on January 26, 2023, the Warren County Regional Planning Commission Executive Committee voted to recommend approval of the Rezoning to the Warren County Rural Zoning Commission with a vote of 11 aye, 0 nay, 1 abstain.

A copy of the staff report is attached.

If you have any questions regarding this action, please contact this office.

Sincerely,

Stanley C. Williams, AICP
Executive Director

Rural Zoning
Commission
Recommendation:

I Jim Gibbs would like to make a motion to RECOMMEND the Rezoning case # Case #2023-01/ 2023-02/ 2023-03 James & Terry Banker in Turtlecreek Township, parcel# 12-10-101-001-0, 12-10-151-002-0, 12-11-100-033-0, & 12-11-100-021-0, to the Warren County Commissioners.

Ginger Haddix seconded the motion.

Fred Grimm	Yes
Dan Jenkins	Yes
Ginger Haddix	Yes
Ralph Campbell	Yes
Jim Gibbs	Yes

ANY
QUESTIONS?



1.304.5 Decision-Making Determination Considerations: The approving authority shall review the proposed Zoning Amendment in the interest of public health and safety, as well as the public convenience, comfort, prosperity, or general welfare, as applicable, by considering the following factors:

- (A) Is the proposed amendment consistent with the purposes and intent of this Zoning Code?
- (B) Does the proposed amendment deviate from the suggestions of the Warren County Comprehensive Plan?
- (C) Is the proposed amendment justified because of changed or changing conditions of the surrounding area since the time the current zoning designation for the property was established, and has assumptions on, capital investments, road locations, population trends, land committed to development, density, use, or other elements changed to justify the amendment?
- (D) Is the proposed zoning compatible with the present zoning, nearby uses, and the character of the surrounding area?
- (E) Is the site suitable for the uses to which it has been restricted, or does the current zoning deprive the site of all economically viable uses?
- (F) How long has the property remained vacant as zoned and is it zoned different from an adjacent properties?
- (G) Are there available sites elsewhere in the County that are already zoned for the proposed use?
- (H) Are public central sanitary sewer, stormwater facilities, roads and other public facilities available and do they have adequate capacity to serve allowable uses?
- (I) Will approval of this amendment result in existing land uses, parcels, or structures becoming non-conforming or somehow result in conflict with any provision, restriction, or requirement of this code?



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

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

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

*POSITION: Director DATE: 3/15/2023

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

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

PURPOSE:
CARMA Spring Meeting

LOCATION:
Ohio History Connection, 800 E. 17th Avenue, Columbus, OH

DATE(S): 4/14/2023

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

LODGING: N/A

ESTIMATED COST OF TRIP: \$70-80 cost of gas for driving

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

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:
Jen Haney Conover Director 3/15/2023
Signature/Title Date

BOARD OF COMMISSIONERS' APPROVAL:

Commissioner Date

Commissioner Date

Commissioner Date

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



**REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING,
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*NAME OF ATTENDEE: Tanya Sellers DEPARTMENT: Children Services

*POSITION: Deputy Director DATE: 3/13/2023

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

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

PURPOSE: PCSAO New Executives Orientation

LOCATION: Nationwide Conference Center, 100 Green Meadows Dr South, Lewis Center, OH 43035

DATE(S): 4/27/23-4/28/23

TYPE OF TRAVEL: (Check one)

AIRLINE STAFF CAR PRIVATE VEHICLE OTHER

LODGING: \$250 plus tax

ESTIMATED COST OF TRIP: \$450

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

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

Tanya Sellers / Deputy Director 3/13/23
Signature/Title Date

BOARD OF COMMISSIONERS' APPROVAL:

RECEIVED 0MB0000

Commissioner Date

Commissioner Date

APR 14 '23 ROVD

Commissioner Date

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

Proclamation

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

**RECOGNIZE MARCH 21 THROUGH MARCH 27, 2023 AS
"NATIONAL AGRICULTURE WEEK"**

WHEREAS, we recognize the unique and irreplaceable value the farmers, ranchers, foresters, farmworkers, and other agricultural stewards have contributed to our Nation's past and present; and

WHEREAS, America's agriculture sector safeguards our Nation's lands through sustainable management; ensures the health and safety of animals, plants, and people; provides a safe and abundant food supply; and facilitates opportunities for prosperity and economic development in rural America; and

WHEREAS, the American farmer, a national symbol of strength and strong moral fiber, has displayed ingenuity in times of prosperity and perseverance in the face of hardships while supplying our state, nation and the world, year in and year out, with an abundance of high-quality agricultural goods and products; and

WHEREAS, we recognize Ohio's leadership role in agriculture and the culture of innovation and entrepreneurship that drives the agriculture industry, rural communities and farm families around the state; and

WHEREAS, we acknowledge the leadership of Ohio farm families in adopting new technologies and management practices to produce food, fuel, and other products more efficiently and sustainably than ever before; and

WHEREAS, Ohio's agriculture industry includes global leaders in all sectors who have continued to grow and persevere — advanced manufacturing, agricultural processing, animal health, plant sciences, predictive agriculture, renewable fuels, and many more; and

WHEREAS, we highlight the leadership role that agriculture is playing to grow a climate for tomorrow by adopting sustainable farming practices and pioneering technologies; and

NOW, THEREFORE BE IT RESOLVED by this Board of Warren County Commissioners, the week of March 21st-27th be proclaimed as

"NATIONAL AGRICULTURE WEEK"

and encourage all citizens of Warren County to celebrate farmers and agriculturalists in your families and communities.



*IN WITNESS WHEREOF, we hereunto subscribed
Our names and caused the seal of Warren County to
be affixed at Lebanon this 7th day of March, in the
Year of our Lord, Two Thousand Twenty- Three.*

BOARD OF COUNTY COMMISSIONERS

Shannon Jones
Shannon Jones, President

David G. Young
David G. Young

Tom Grossmann
Tom Grossmann

The background of the cover features a photograph of the Warren County Courthouse. The building is a large, white, classical-style structure with a prominent central dome. In the foreground, there are trees with vibrant autumn foliage in shades of red, orange, and yellow. To the left, an American flag flies on a tall pole against a clear blue sky. A dark blue horizontal band is overlaid across the middle of the image, containing the title text.

Warren County Master Plan

MARCH 21, 2023

 **CHAMPLIN**
ARCHITECTURE



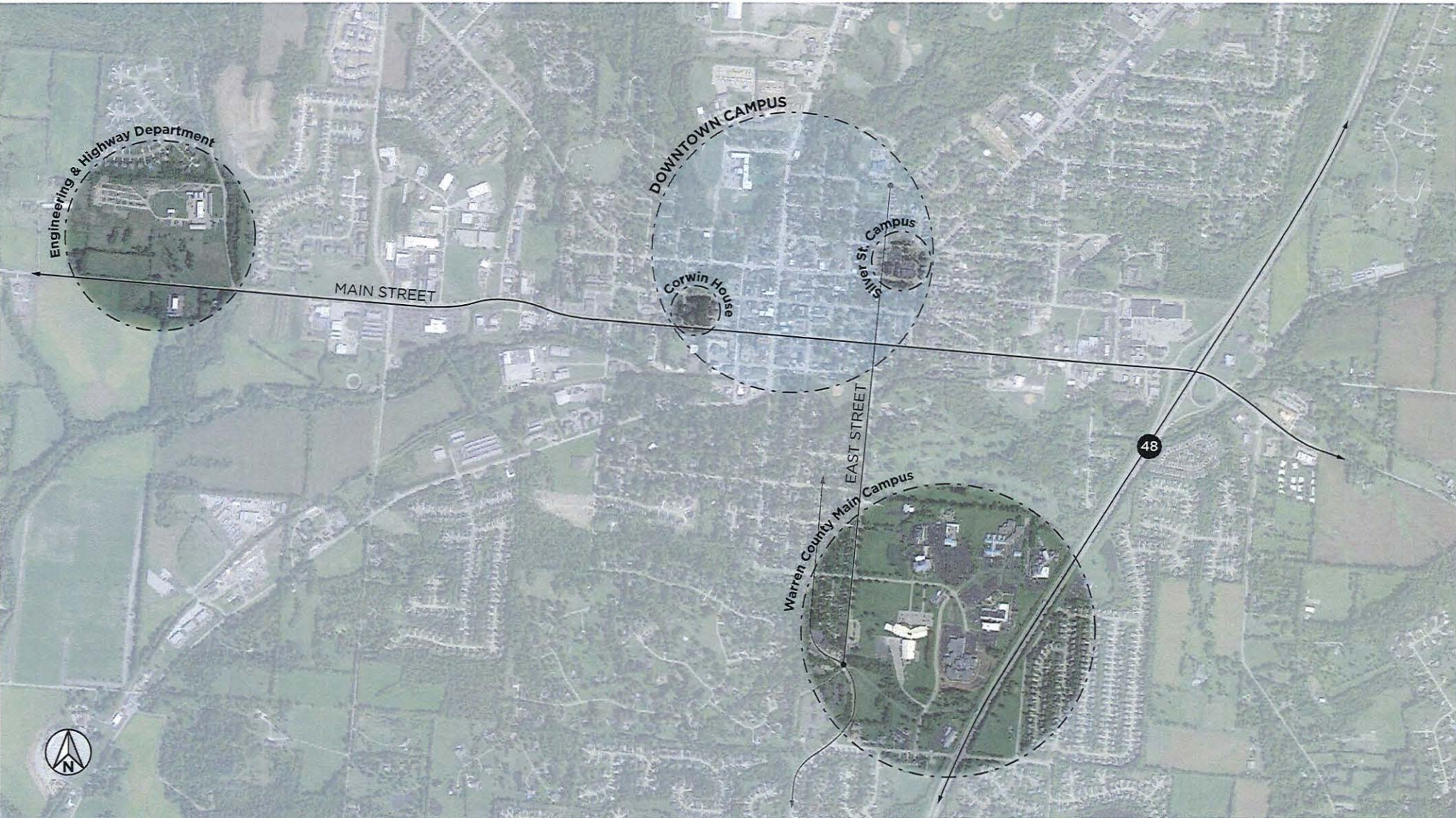
SECTION

1

Introduction

TIMELINE OF ACTIVITIES

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



Engineering & Highway Department

DOWNTOWN CAMPUS

Corwin House

Slater St Campus

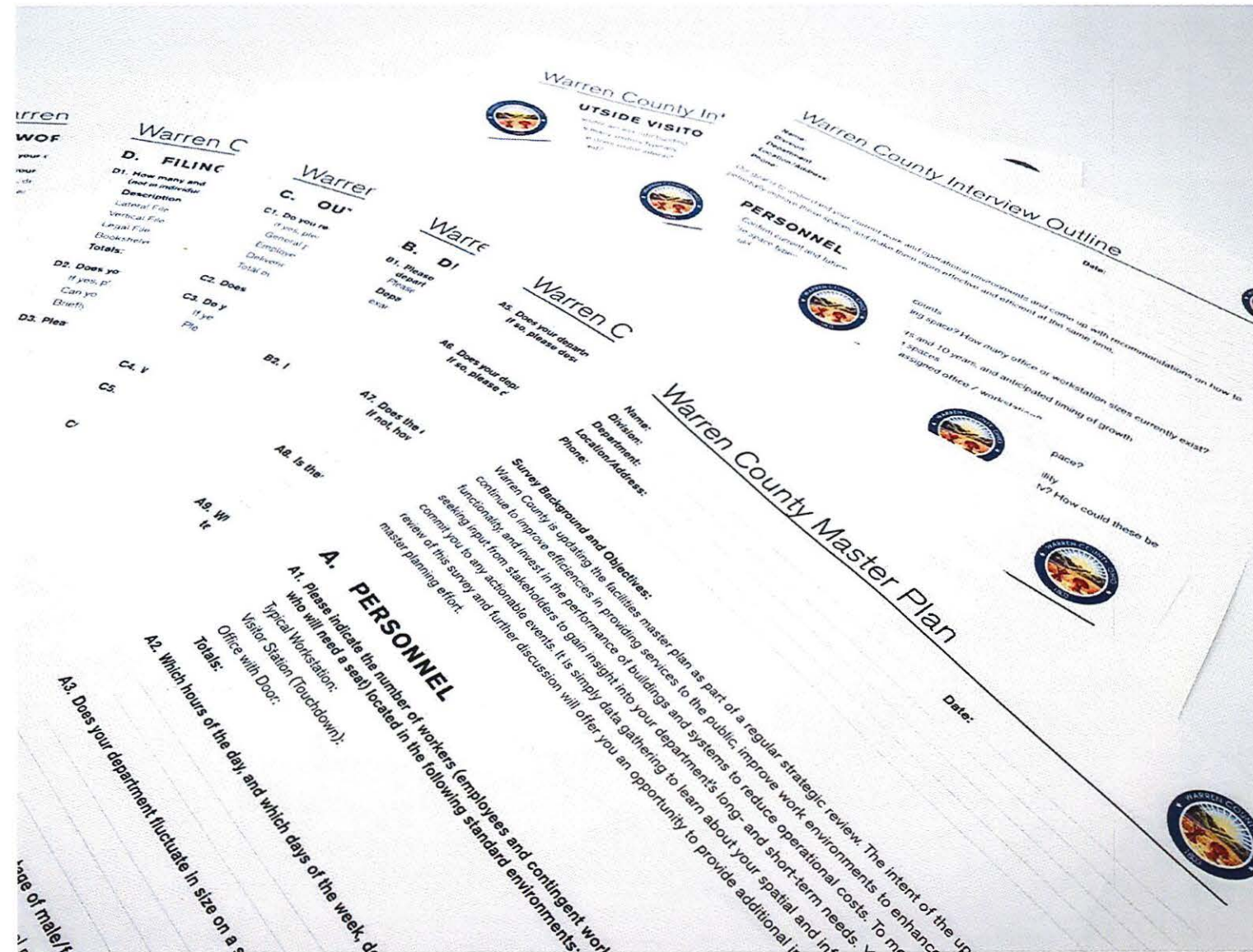
Warren County Main Campus

MAIN STREET

EAST STREET

48





SURVEY AND INTERVIEWS

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

Common Themes

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

GROWTH PROJECTIONS

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



SECTION

2

Existing Conditions



SILVER STREET CAMPUS
Old Courthouse
300 E. Silver Street

BUILDING CHALLENGES

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

BUILDING ADVANTAGES

- Well-maintained historic building / character



SILVER STREET CAMPUS
Old Administration Building
320 E. Silver Street

BUILDING CHALLENGES

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

BUILDING ADVANTAGES

- Well-maintained



SILVER STREET CAMPUS
Historic Jail
312 E. Silver Street

BUILDING CHALLENGES

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

BUILDING ADVANTAGES

- Historic building / character



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

BUILDING CHALLENGES

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

BUILDING ADVANTAGES

- Residential atmosphere for Children Services functions
- Well-maintained



JUSTICE DRIVE CAMPUS

Health & Human Services Building

416 S. East Street

BUILDING CHALLENGES

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

BUILDING ADVANTAGES

- Location on campus for public access



JUSTICE DRIVE CAMPUS

Administration Building

406 Justice Drive

BUILDING CHALLENGES

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

BUILDING ADVANTAGES

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



JUSTICE DRIVE CAMPUS

Facilities Management

430 Justice Drive

BUILDING CHALLENGES

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

BUILDING ADVANTAGES

- Well-maintained facility, newer finishes throughout



JUSTICE DRIVE CAMPUS

Common Pleas Court Building

500 Justice Drive

BUILDING CHALLENGES

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

BUILDING ADVANTAGES

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



JUSTICE DRIVE CAMPUS

County Court Building & Old Jail

880 Memorial Drive

BUILDING CHALLENGES

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

BUILDING ADVANTAGES

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



JUSTICE DRIVE CAMPUS

SWAT Garage

890 Memorial Drive

BUILDING CHALLENGES

- Outdated facility

BUILDING ADVANTAGES

- None



JUSTICE DRIVE CAMPUS

Juvenile Justice Center

900 Memorial Drive

BUILDING CHALLENGES

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

BUILDING ADVANTAGES

- Appropriate facility type for use



JUSTICE DRIVE CAMPUS

520 Justice Office Building

520 Justice Drive

BUILDING CHALLENGES

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

BUILDING ADVANTAGES

- Newer building, well-maintained
- Loading dock access



JUSTICE DRIVE CAMPUS

New Jail & Sheriff's Office

822 Memorial Drive

BUILDING CHALLENGES

- None

BUILDING ADVANTAGES

- New facility



OTHER BUILDINGS

Corwin House

210 W. Main Street

BUILDING CHALLENGES

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

BUILDING ADVANTAGES

- None



OTHER BUILDINGS

Mechanics Garage

1433 State Route 63

BUILDING CHALLENGES

- Parking for storage of fleet vehicles

BUILDING ADVANTAGES

- None



OTHER BUILDINGS

Engineer's Office Building & Engineer's Highway Complex

105 Markey Road

BUILDING CHALLENGES

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

BUILDING ADVANTAGES

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

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

SECTION

3

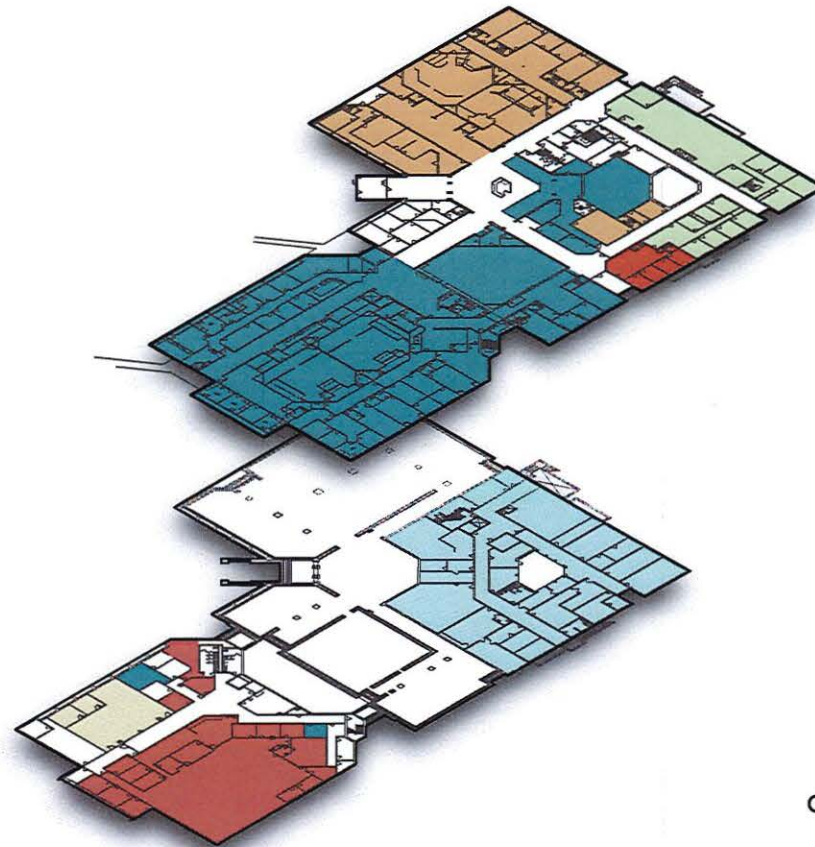
Space & Utilization

1ST FLOOR

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

LOWER LEVEL

- General Division
- CSEA
- Law Library
- Telecom



**EXISTING
COMMON PLEAS COURT BUILDING**

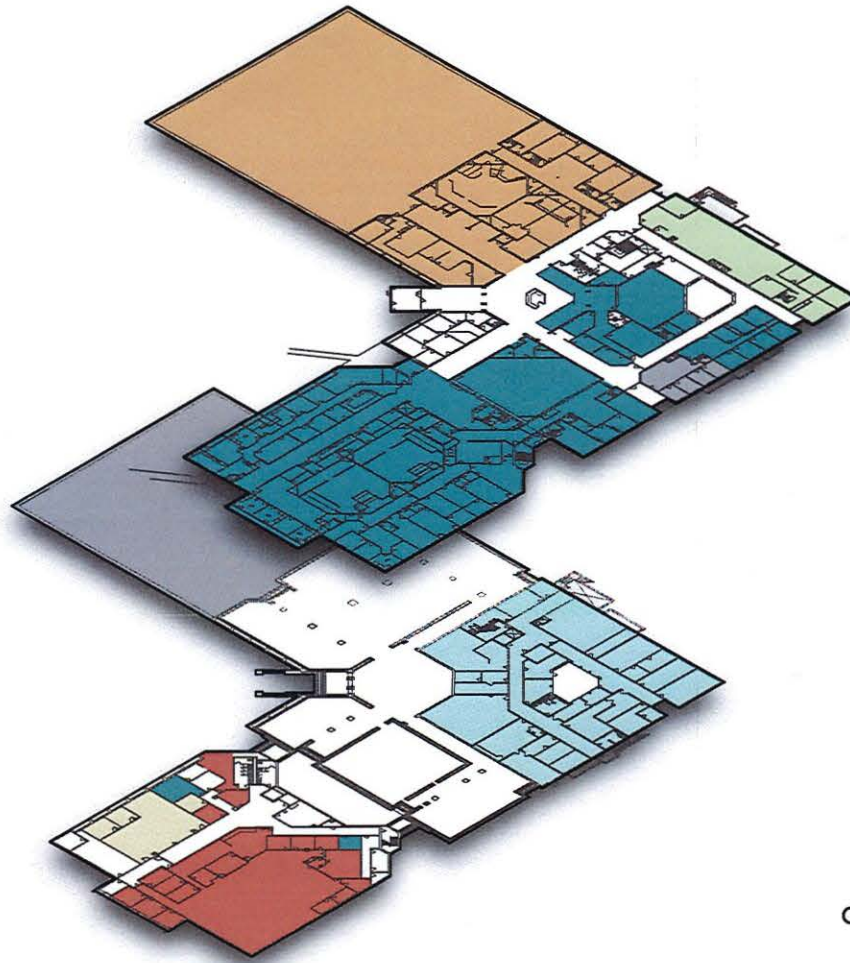
1" = 64'

1ST FLOOR

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

LOWER LEVEL

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

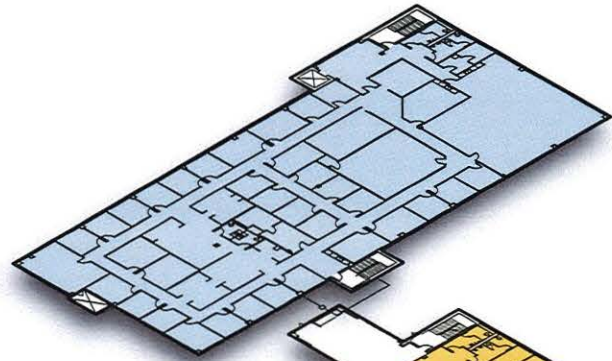


**FUTURE
COMMON PLEAS COURT BUILDING**

1" = 64'

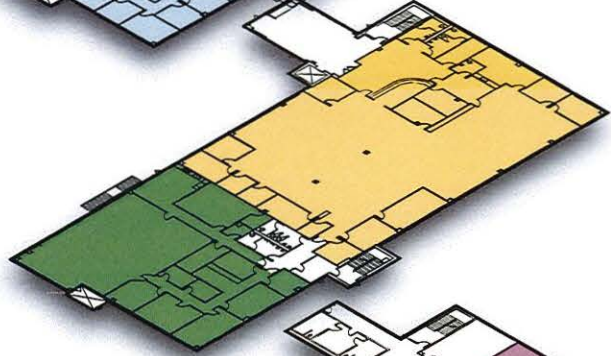
2ND FLOOR

● Prosecutor



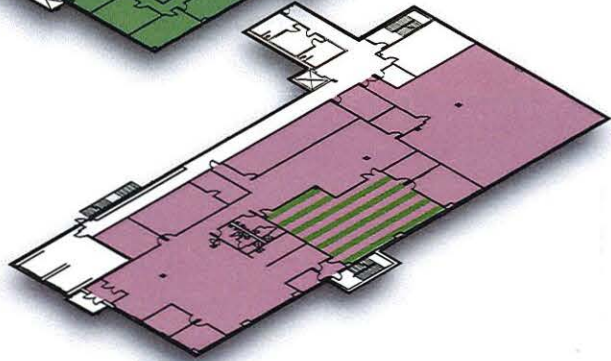
1ST FLOOR

● Adult Probation
● Emergency Services



LOWER LEVEL

● Board of Elections
● Emergency Services



EXISTING
520 JUSTICE OFFICE BUILDING

1" = 48'

2ND FLOOR

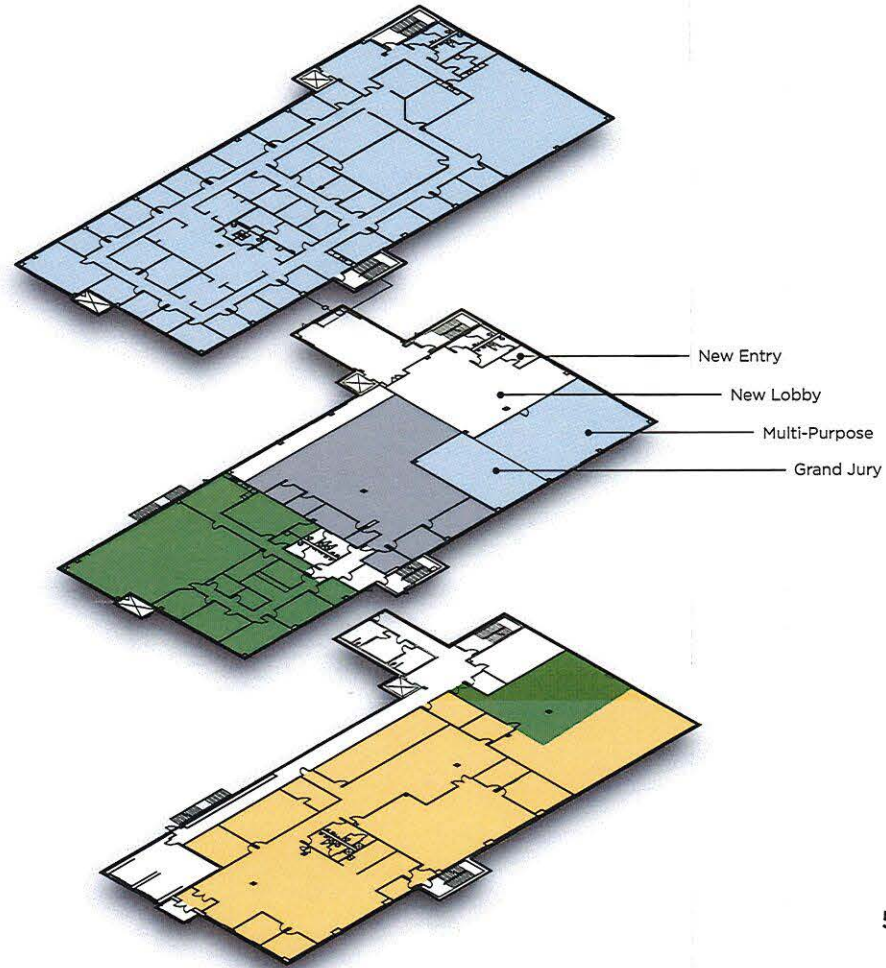
- Prosecutor

1ST FLOOR

- Emergency Services
- Prosecutor
- Vacant

LOWER LEVEL

- Adult Probation
- Emergency Services



FUTURE
520 JUSTICE OFFICE BUILDING

1" = 48'

3RD FLOOR

- Conference Center
- Economic Development
- IT Department

2ND FLOOR

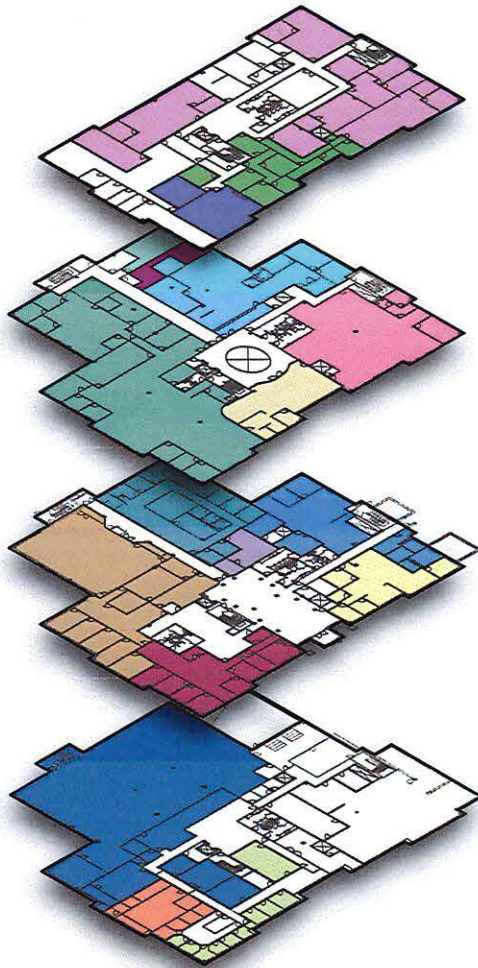
- Auditor
- Grants & Solid Waste
- Real Estate Appraisers
- Recorder
- Tax Maps
- Treasurer

1ST FLOOR

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

LOWER LEVEL

- Archives
- Children Services / Storage
- Genealogy



**EXISTING
ADMINISTRATION BUILDING**

1" = 64'

3RD FLOOR

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

2ND FLOOR

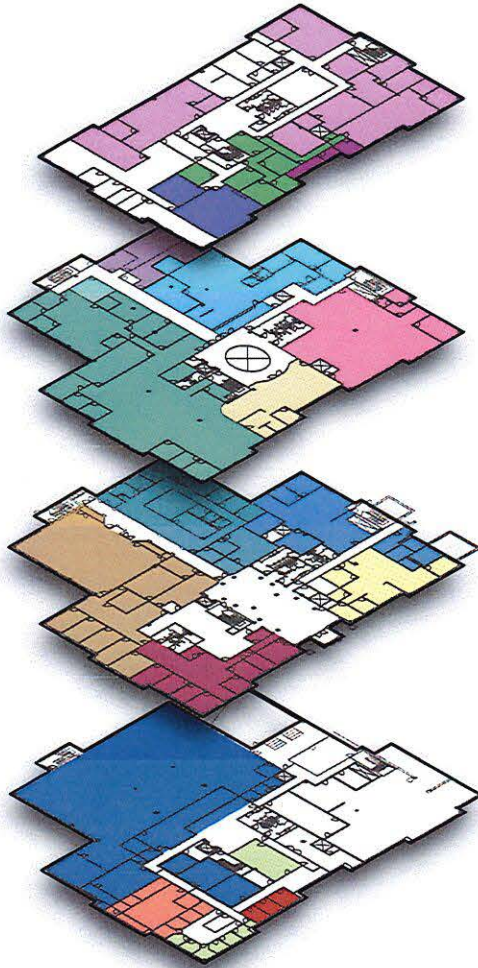
- Auditor
- Real Estate Appraisers
- Recorder
- Tax Maps
- Treasurer
- Water Instrumentation

1ST FLOOR

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

LOWER LEVEL

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

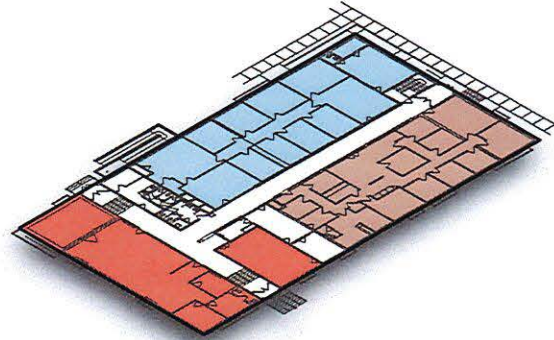


**FUTURE
ADMINISTRATION BUILDING**

1" = 64'

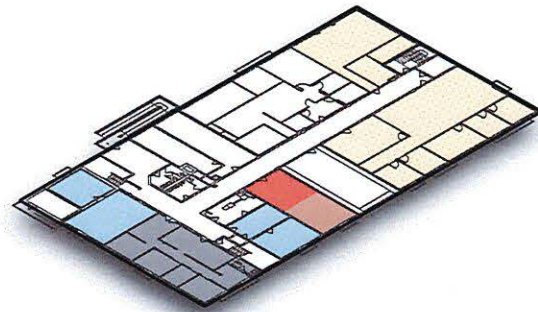
1ST FLOOR

- Child Advocacy Center
- Soil & Water
- Veterans Services



LOWER LEVEL

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

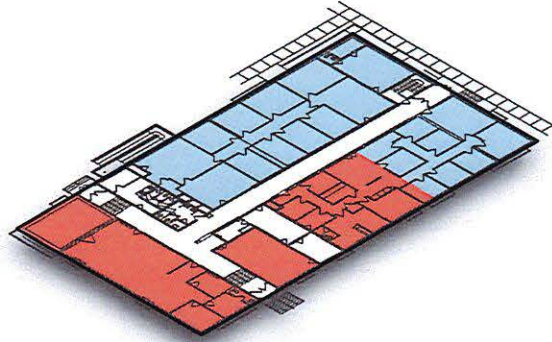


**EXISTING
OLD ADMINISTRATION BUILDING**

1" = 48'

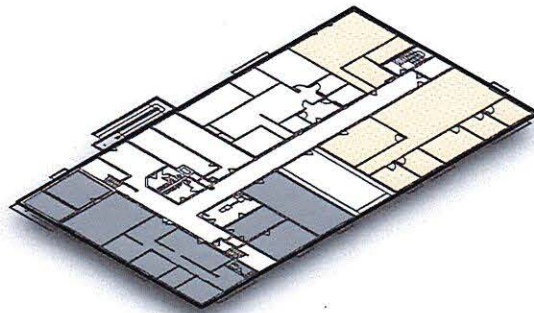
1ST FLOOR

- Soil & Water
- Veterans Services



LOWER LEVEL

- OSU Extension
- Vacant



**FUTURE
OLD ADMINISTRATION BUILDING**

1" = 48'



SECTION

4

Recommendations

BOARD OF ELECTIONS

PERIMETER ORGANIZATION

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

OFF-CAMPUS BOARD OF ELECTIONS

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

A

ON-CAMPUS BOARD OF ELECTIONS

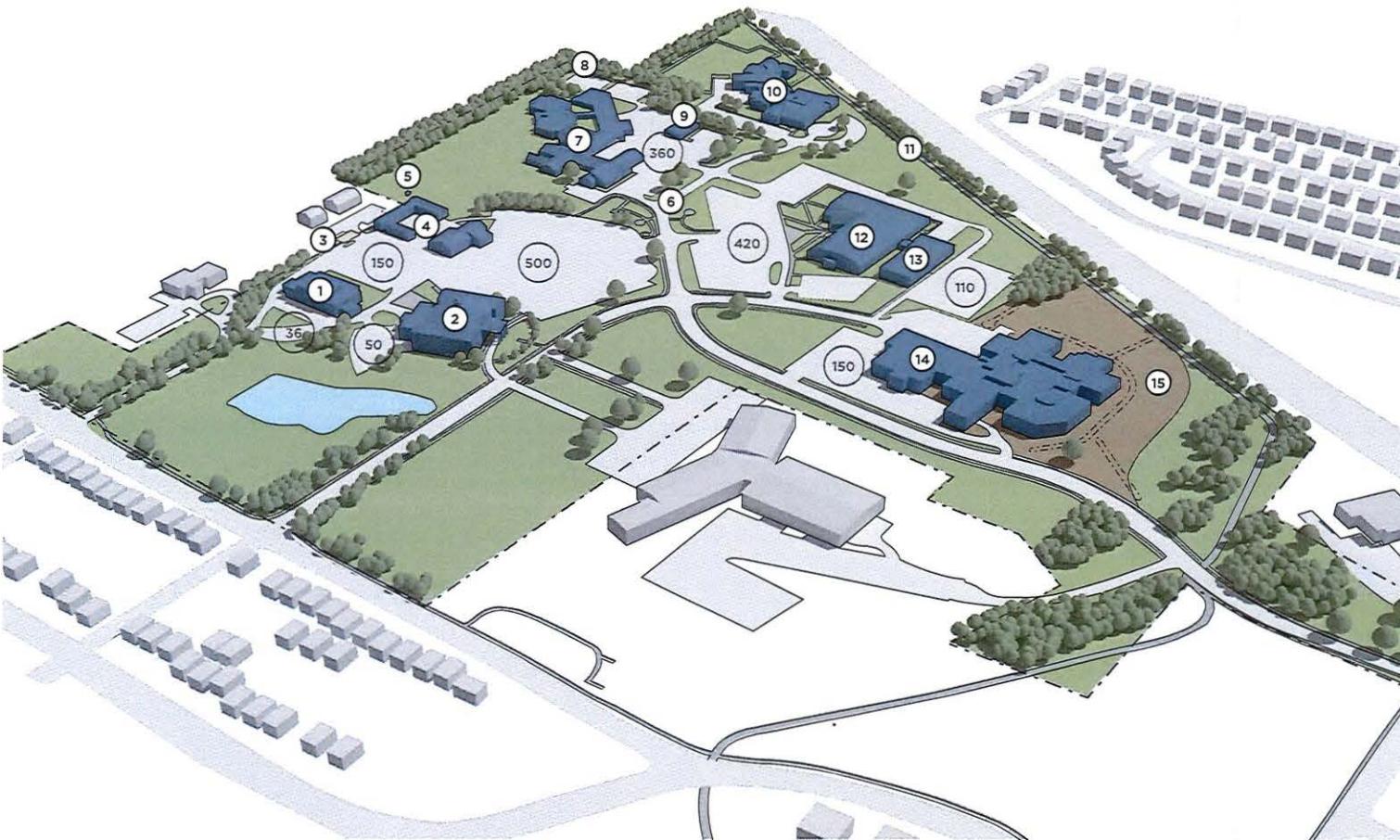
- Impacts only Phase 4 and requires additional Phase 5
- Board of Elections on campus
- Demo Health & Human Services Building

B

EXISTING

Justice Drive Campus

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



PHASE

1

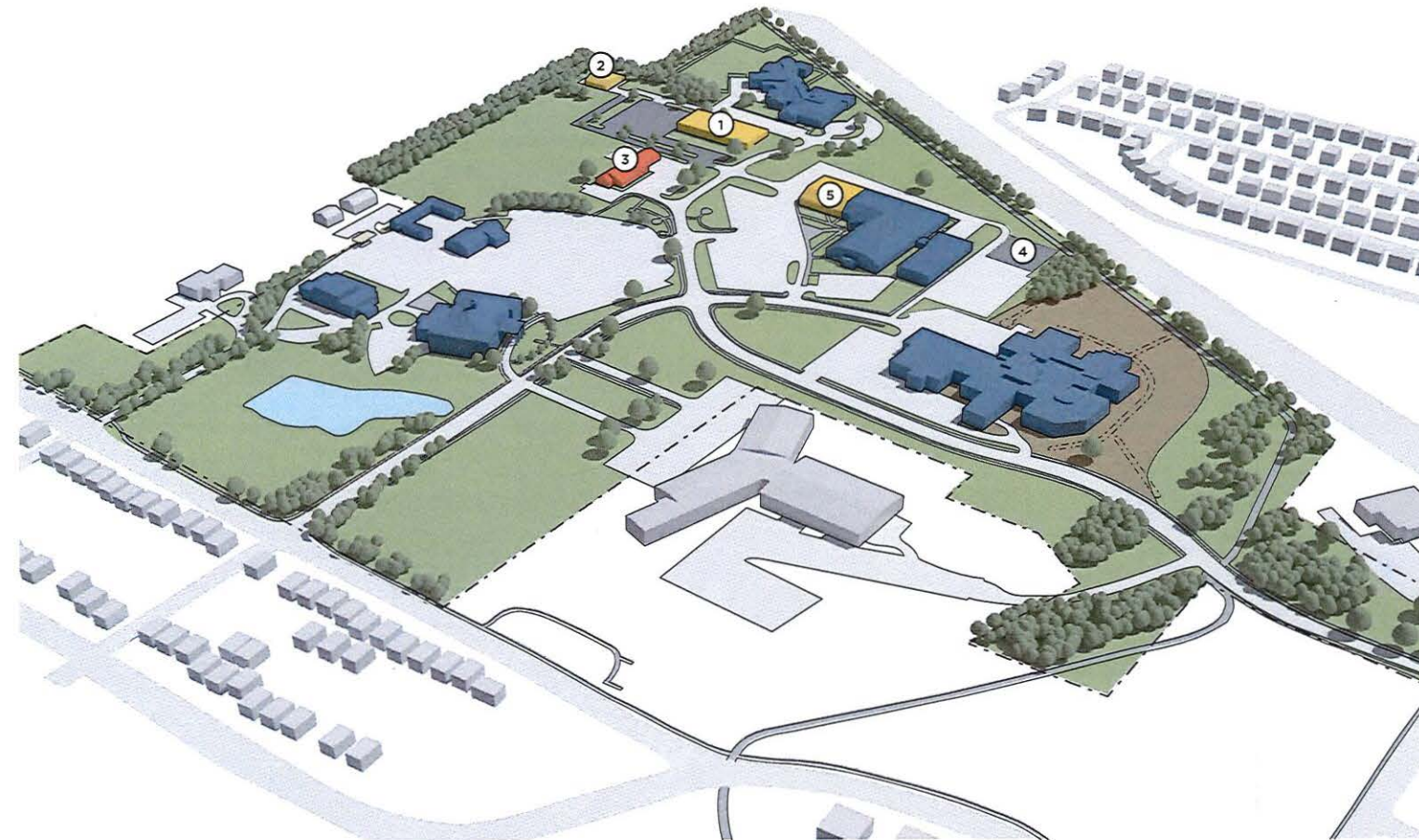


Enabling Projects

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

PHASE

2



County Court Building

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

PHASE

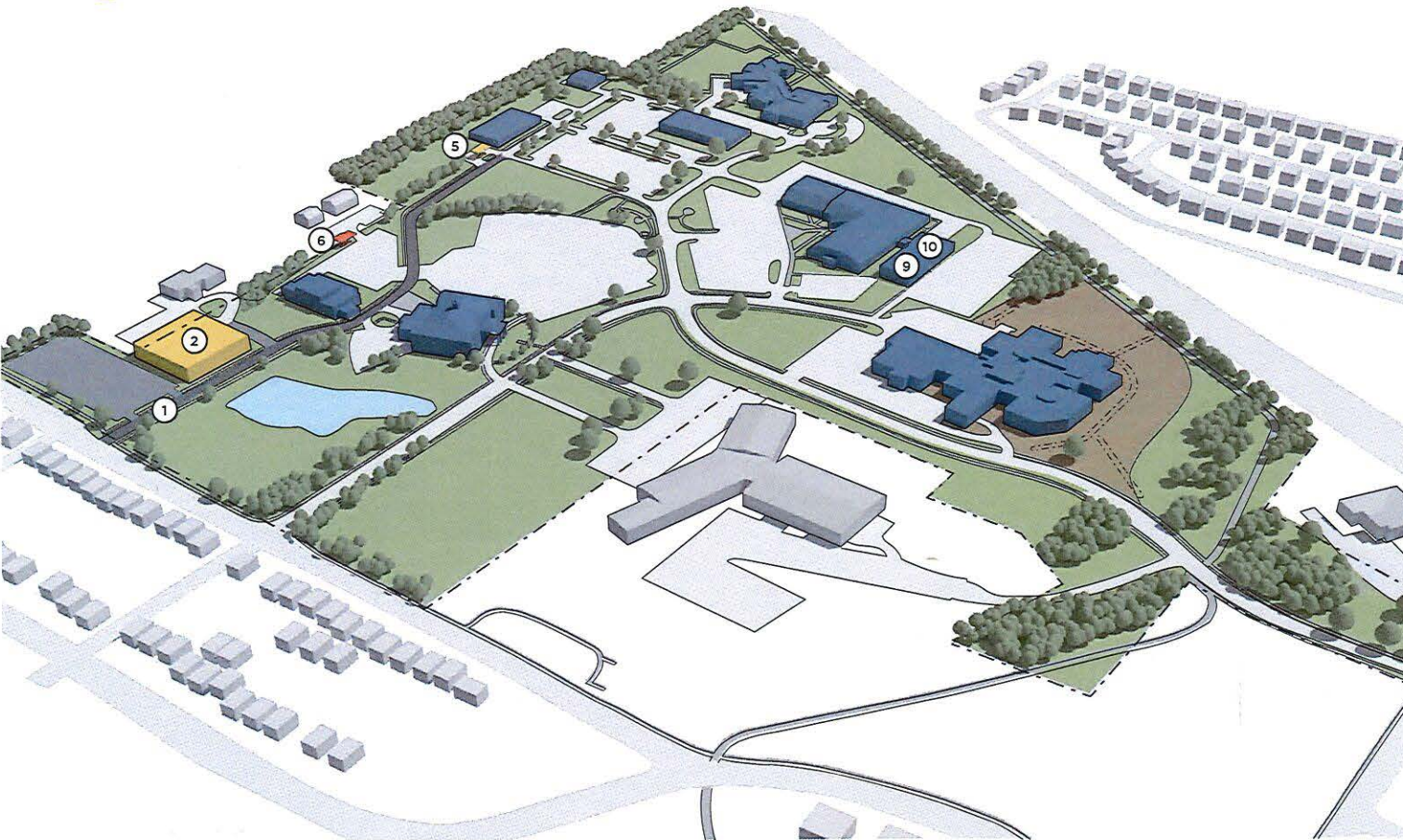
3



Facilities Management

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

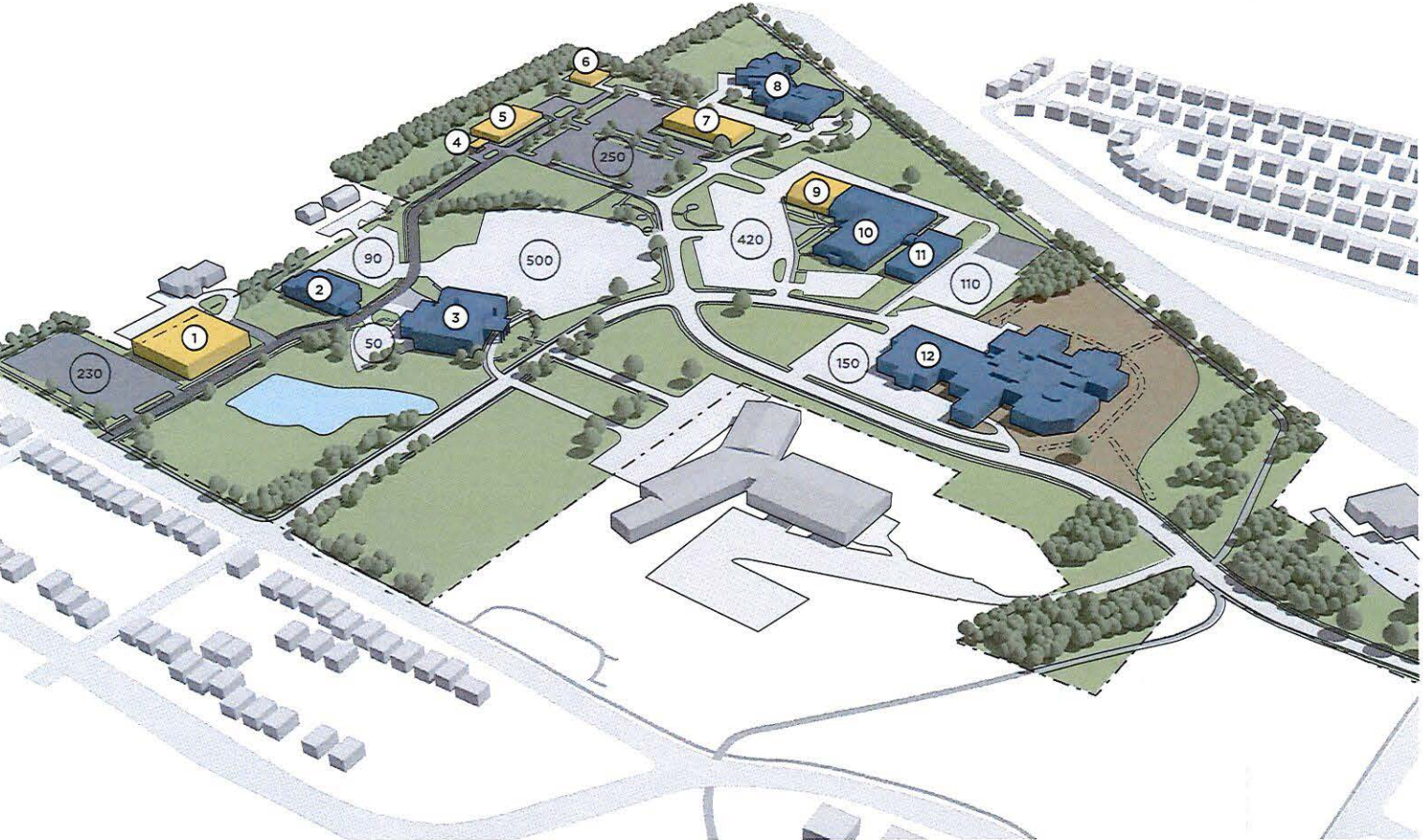
PHASE
4A



With Off-Campus Board of Elections

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

FINAL
A



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

- # Parking Counts

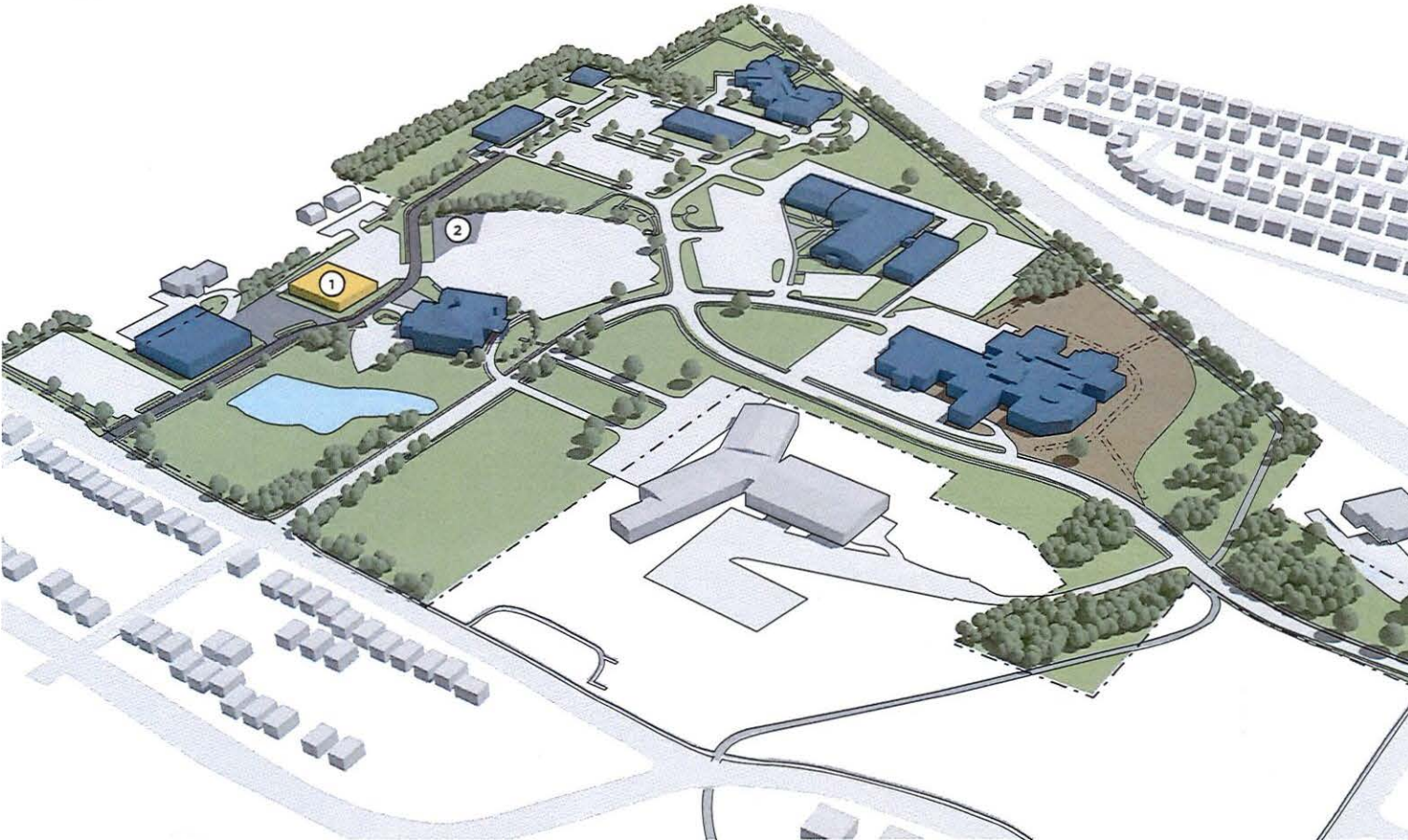
PHASE
4B



With On-Campus Board of Elections

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

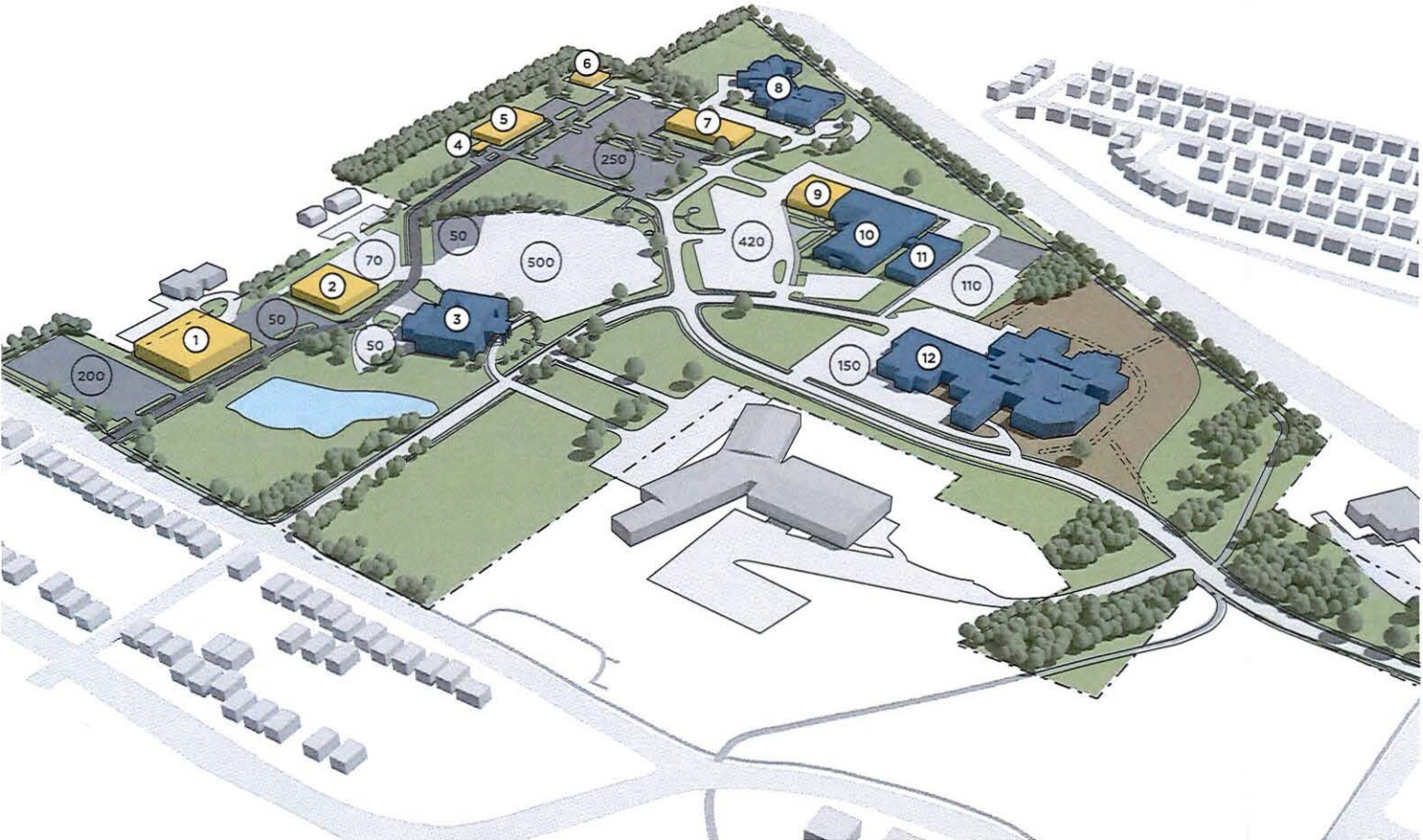
PHASE
5B



Board of Elections

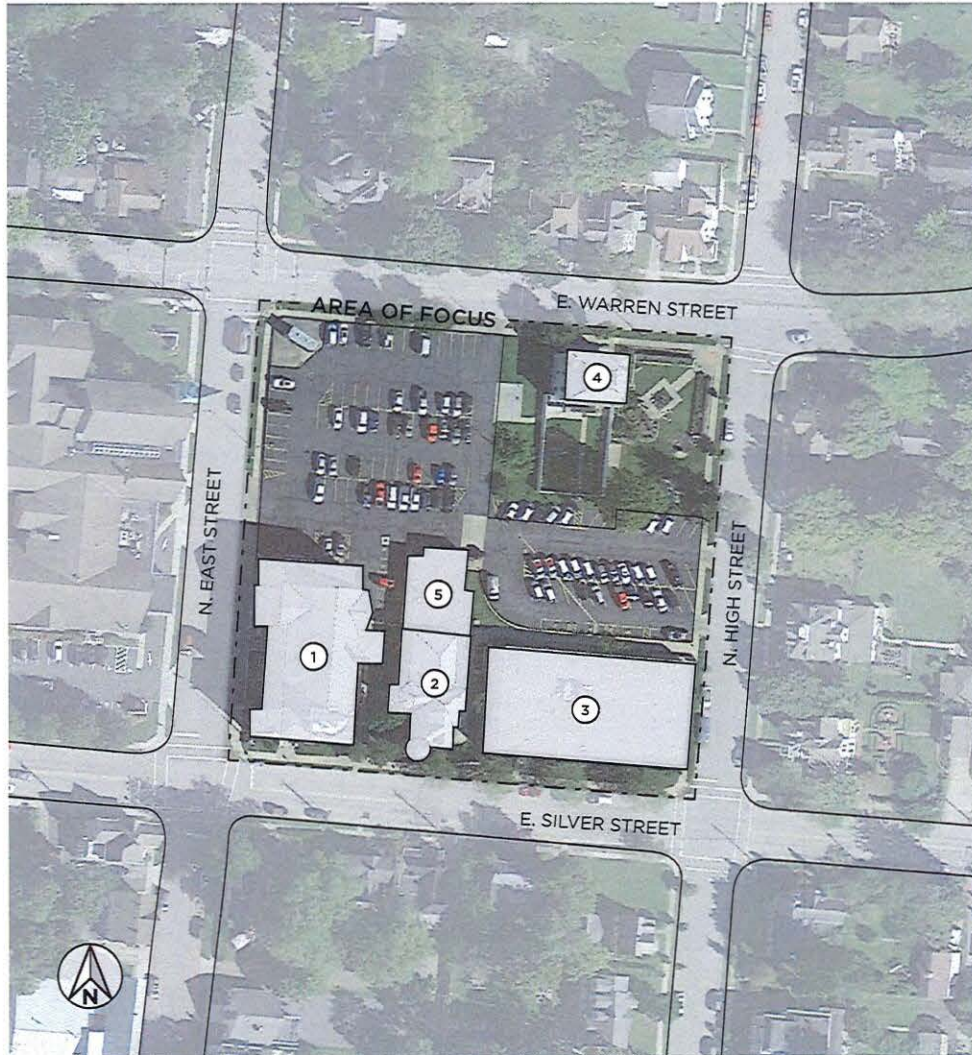
- ① Construct new 20,000 SF Board of Elections building with adjacent parking lot.
- ② Expand parking area where demolished Facilities Management building was.

FINAL
B



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

**EXISTING
SILVER STREET CAMPUS**



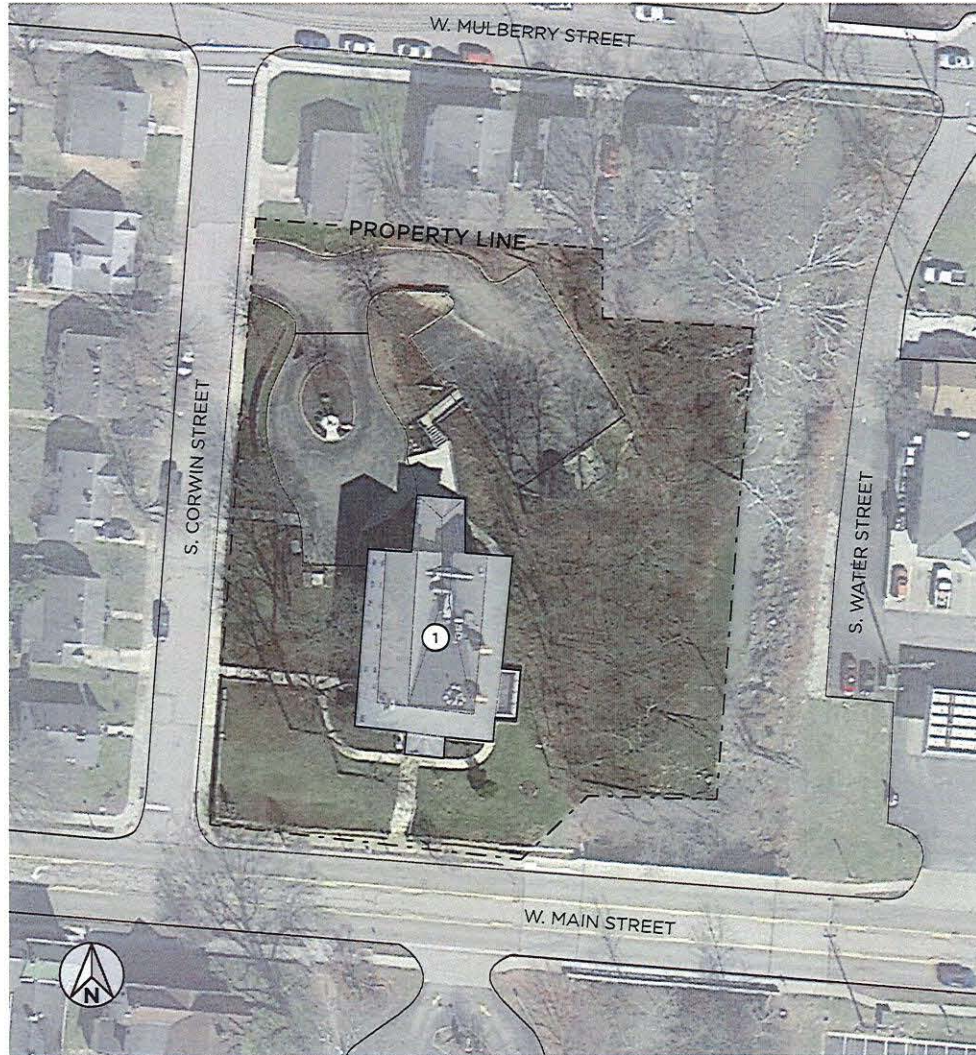
- ① Old Courthouse
- ② Historic Jail
- ③ Old Administration Building
- ④ Children Services Visitation House
- ⑤ Juvenile Detention Annex

**PROPOSED
SILVER STREET CAMPUS**



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

**EXISTING
CORWIN HOUSE**



① Corwin House

**PROPOSED
CORWIN HOUSE**



- ① Corwin House
- ② Added Parking

**EXISTING
ENGINEERING & HIGHWAY
DEPARTMENT**



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

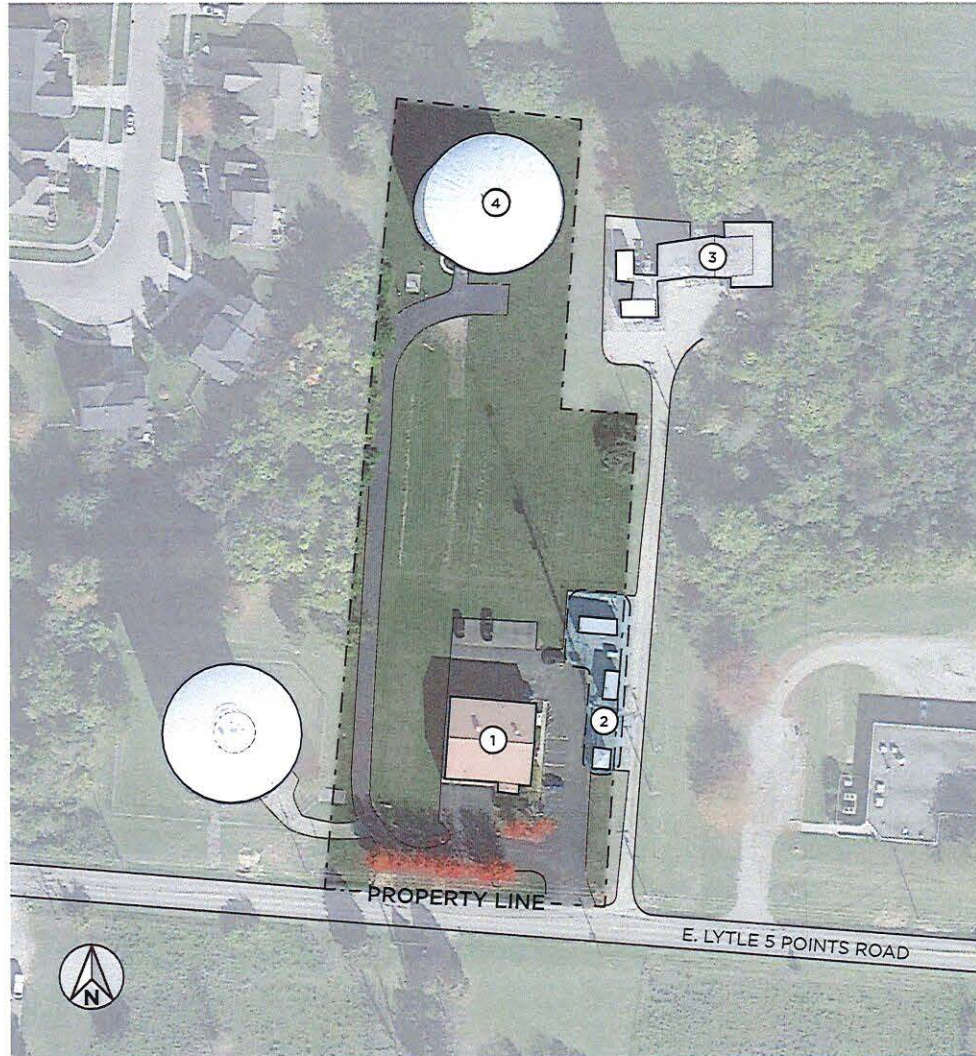
**PROPOSED
ENGINEERING & HIGHWAY
DEPARTMENT**



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

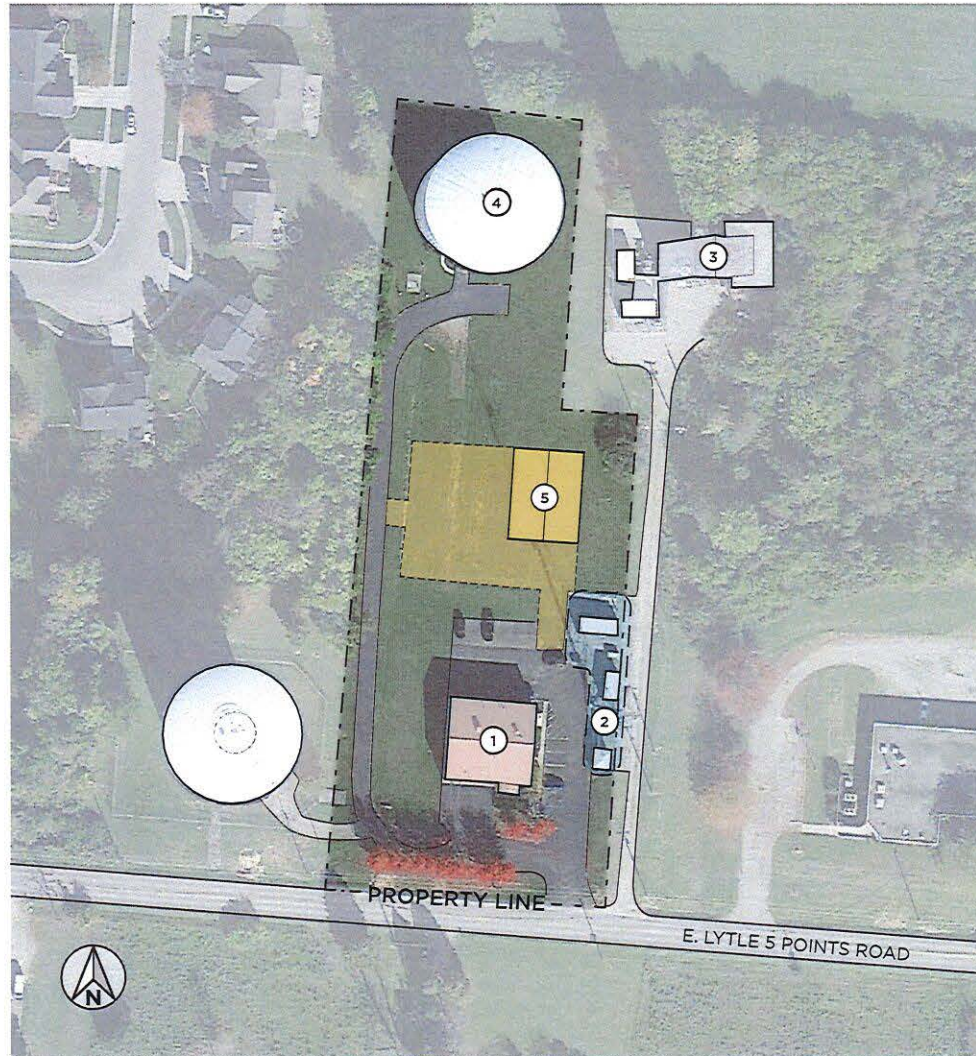
**EXISTING
CLEARCREEK FIRE
STATION 22**

(proposed future property)



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

**PROPOSED
BACKUP DISPATCH CENTER**



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

ENTER INTO A SUBRECIPIENT AGREEMENT WITH CINCINNATI BELL TELEPHONE LLC AND CINCINNATI BELL EXTENDED TERRITORIES LLC, COLLECTIVELY DBA AS ALTA FIBER RELATIVE TO THE BROADBAND PROJECT AND THE AMERICAN RESCUE PLAN ACT – CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

BE IT RESOLVED, to enter into a subrecipient agreement with Cincinnati Bell Telephone, LLC and Cincinnati Bell Extended Territories, LLC, collectively doing business as altafiber, relative to the Broadband Project and the American Rescue Plan Act – Coronavirus State and Local Fiscal Recovery Funds, as attached hereto and made a part hereof; said agreement to be effective upon execution.

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

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

Resolution adopted this 21st day of March 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Economic Development (file)
Commissioners' file
Telecom

OMB Bid File

MASTER BROADBAND NETWORK CONSTRUCTION AGREEMENT

THIS MASTER NETWORK CONSTRUCTION AGREEMENT (“**Agreement**”) is made as of the date last signed below, between WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Ohio and its successors and assigns, with an address of 406 Justice Drive, Lebanon, Ohio 45036 (“**County**”) and CINCINNATI BELL TELEPHONE LLC and CINCINNATI BELL EXTENDED TERRITORIES LLC, collectively doing business as altafiber, Ohio limited liability companies, on behalf of their affiliated companies, and any successors and assigns, with an address of 221 E. Fourth Street, Cincinnati, Ohio 45202 (“**altafiber**”), (each a “**Party**” and collectively the “**Parties**”).

WHEREAS, the County is a local government recipient of funding pursuant to Section 9901 of the American Rescue Plan Act which amended Title VI of the Social Security Act to add section 603 which established the Coronavirus State and Local Fiscal Recovery Fund (hereinafter “**ARPA**”); and,

WHEREAS, one eligible use of ARPA funds is to make necessary investments in broadband infrastructure where the broadband infrastructure project establishes or improves the broadband service to underserved households and businesses that lack access to a connection that reliably meets or exceeds symmetrical 100 Mbps download and upload speeds, lack of affordable access to broadband, or lack of reliable broadband service, and further, that such necessary broadband services are not met by existing federal or state funding commitments; and,

WHEREAS, the COVID-19 pandemic has manifested the importance of High-Speed Broadband Services for employment, education, consumerism, telemedicine and other residential and business needs to successfully function and compete in Warren County, however, many areas of Warren County remain underserved by broadband services; and

WHEREAS, the provision and delivery of High-Speed Broadband Services will require the intervention and partnership of local governments with private telecommunication providers to achieve delivery of high speed broadband service and ensure that no portion of the community is underserved or left behind; and

WHEREAS, altafiber has proposed a plan to extend its backbone fiber optic network to approximately fifty-two thousand (52,000) unserved/underserved Single Family Unit (SFU) and Multifamily Dwelling Unit (MDU) Addressable Locations within Warren County (“**Service Area**”), to provide High Speed Broadband Services to Warren County residents and businesses (collectively, “**Consumers**”); and

WHEREAS, the County, pursuant to R.C. 307.862 issued a request for proposals from internet service providers to deploy, operate, and maintain a broadband internet network, and using the published criteria, ranked altafiber as the top ranked proposer and desires to grant ARPA funds to altafiber for the above stated eligible use; and,

WHEREAS, in accordance with 31 CFR Part 35 Subpart A, Section 35.6(e)(2)(i) (hereinafter the Final Rule), the Parties have negotiated in good faith to develop acceptable terms and wish to enter into a binding Agreement defining the objectives, duties, roles, and

responsibilities of each party with respect to extending the backbone fiber network of altafiber to provide High Speed Broadband Services to the Consumers within the Service Areas.

NOW, THEREFORE, for and in consideration of the mutual benefits accruing to the Parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Network Extension Work.** altafiber agrees to undertake the necessary design, construction and installation of equipment and infrastructure to extend its existing backbone fiber optic network to identified Consumers within the Service Area (“**Network Extension Work**”). The proposed backbone fiber network will provide Consumers with High-Speed Broadband Services capable of provisioned speeds of 1 Gigabit per second symmetrical (Gbps) (“**High-Speed Broadband Services**”), subject to customer preferences. Both parties agree and understand that the backbone fiber network proposed will provide the fiber infrastructure to qualify Consumers as either Fiber Qualified or Fiber Passed as defined in **Exhibit C**. For avoidance of all doubt, this agreement is not to be construed as a Franchise Agreement.

2. **Term.** Unless this Agreement is terminated in accordance with the provisions contained herein, or extended by mutual agreement of the parties, their successors or assigns, the term of this Agreement shall begin on the Effective Date and continue until _____, 2038. Notwithstanding, all Network Extension Work shall be completed and approved by the County by no later than December 31, 2026, due to the County’s use of American Rescue Plan Act of 2021 (ARPA) funds.

3. **Project Timeline.** altafiber will use all reasonable efforts to substantially complete the Network Extension Work for the addressable locations defined as Single Family Units (SFU) in the Service Area within thirty-six (36) months of the Effective Date. altafiber will use all reasonable efforts to substantially complete the Network Extension Work for the addressable locations defined as Multi-Dwelling Units (MDUs) within forty-eight months (48) months of the Effective Date. All Network Extension Work shall be completed and approved by the County by no later than December 31, 2026. Prior to the commencement of Network Extension Work, altafiber shall submit a proposed timeline for completion of the Network Extension Work, which shall include milestones based on Door Release Dates (“**Timeline**”). “**Door Release Date**” shall be defined as the date upon which a Consumer location becomes Fiber Qualified or Fiber Passed as defined in **Exhibit C**. Notwithstanding the foregoing, the parties acknowledge and agree that unexpected delays caused by third parties and/or the County’s failure to perform its obligations outlined in Section 7 of this Agreement may impact the Timeline. In the event of an unplanned delay outside of the control of altafiber, altafiber will provide notice of the delay to County.

4. **Project Performance and Metrics.** altafiber will develop engineering plans, infrastructure designs, timelines, performance goals, and other project implementation information (collectively, “**Project Information**”). altafiber will provide Project Information to the County prior to the Network Extension Work. Once Network Extension Work has commenced, altafiber shall provide the County with quarterly performance updates and metrics related to Project Information (“**Metrics**”). Metrics shall be reported in writing and shall include, but are not limited to, data on penetration rates and buildout progress. altafiber agrees to meet with the County on a quarterly basis to discuss the Metrics and set performance goals for the following quarter. As this

project is funded with ARPA State and Local Fiscal Recovery Funds, County is required to make quarterly Project and Expenditure Reports pursuant to the U.S. Department of Treasury's Compliance and Reporting Guidance. Therefore, the abovementioned written Metrics shall contain all of the following information contained in the attached **Exhibit E** (the "**Quarterly Project Metrics Report**"). All Network Extension Work must be completed, and all invoices approved and paid no later than December 31, 2026. After December 31, 2026, any costs associated with the Network Extension Work and incurred by altafiber will be the sole responsibility of altafiber.

5. **Contribution Amount.** In consideration of the Network Extension Work, County shall pay altafiber Four Million Eight Hundred Thousand Dollars (\$4,800,000) (the "**Contribution Amount**"), which has a value of Ninety-Six Dollars (\$96) per SFU Addressable Location. County shall pay altafiber in periodic installments in accordance with the payment schedule attached hereto as **Exhibit A** (the "**Payment Schedule**"). Additionally, in consideration of the Contribution Amount, altafiber will qualify up to 2,000 MDU Addressable Locations as "Fiber Passed" or "Fiber Qualified," as defined in Exhibit C, at no additional cost to County. The Contribution Amount shall constitute an all-inclusive, total sum for all services provided by altafiber under the terms of this Agreement, subject to customary availability and deployment in the market, as well as applicable legal and regulatory requirements. Payments of the Contribution Amount shall be calculated based upon payment milestones achieved during the period set forth in the Payment Schedule covered by the applicable Payment Application (as defined below). Upon the expiration of each such period, altafiber shall prepare a written invoice and submit same to County together with any other supporting documentation reasonably requested by County (collectively, the "**Payment Application**"). Within thirty (30) days after County's receipt of each Payment Application, County will pay portions of the Contribution Amount then due with immediately available funds by wire transfer to an account specified by altafiber. In the event that County disputes any amount set forth on a Payment Application, County shall notify altafiber in writing setting forth the amount withheld from such Payment Application and a reasonable description of the rationale for the withholding. altafiber shall promptly cure the underlying cause for any such withholding and, upon curing such underlying cause, may include amounts of the Contribution Amount with respect thereto with the next Payment Application, unless otherwise agreed upon by the Parties in writing.

6. **Responsibilities of altafiber.** altafiber represents and warrants that it shall:

- a) perform the Network Extension Work in a safe and workman-like manner and in accordance with all applicable federal, state, county, and municipal laws, ordinances, orders, rules, and regulations in effect on the date hereof and the applicable provisions of any Pole Attachment Agreements;
- b) take all reasonable precautions to protect the persons and property of others on or adjacent to Network Extension Work sites from damages, loss, injury, interference, or nuisance resulting from the Network Extension Work and to restore any property areas to a condition materially consistent with the condition immediately prior to the Network Extension Work, and shall obtain all rights, licenses, easements from any landowner to construct network on any land outside of the public right of way;

- c) obtain all necessary federal, state, county, and municipal permits, licenses, and approvals, including but not limited to right of way permits from the Warren County Engineer's Office, prior to the commencement of the Network Extension Work;
- d) meet with the County representatives as reasonably requested and coordinate access to worksites within the Service Area prior to commencement of the Network Extension Work;
- e) pay for all services, labor and materials and other costs and expenses incurred in connection with the Network Extension Work;
- f) pay for all services, labor, materials and other costs and expenses incurred in connection with the installation of fiber service drops, both aerial and direct buried, to an SFU Addressable Location as defined in Exhibit C and covered under Section 5 – Contribution Amount. Under normal business practices, this requires the property owner to provide altafiber an unobstructed path for installation of the fiber service drop. The unobstructed path can be either aerial or underground. Failure of the property owner to provide an unobstructed path may result in special construction charges billable to the private property owner initiating the service request. To the extent feasible, altafiber will install direct buried fiber drops to new SFU locations covered under this Agreement. This excludes any existing SFU location within Warren County that is currently being serviced by aerial drop facilities.
- g) pay for all services, labor, materials and other costs and expenses incurred in connection with the installation of fiber service cable, both aerial, direct buried, or underground fiber service cable in conduit to an MDU Addressable Location as defined in Exhibit C and covered under Section 5 – Contribution Amount. Under normal business practices, this requires the property owner to provide altafiber an executed Right-of-Entry (ROE) agreement, an unobstructed pathway, and/or easement for the installation of the fiber service cable. The unobstructed pathway and/or easement can be either aerial or underground. Failure of the property owner to provide an unobstructed path may result in special construction charges billable to the private property owner initiating the service request. altafiber does not consider private property owners requests for revenue sharing, entrance fees, and/or other such financial requests to install fiber service cable.
- h) attest to **Exhibit D** and agree to **Exhibit E** prior to receipt of any funds from County. The Contribution Amount from County to altafiber is subject to all applicable federal, state, and local laws regarding the governance of ARPA;
- i) develop performance goals and Metrics for completion of Network Extension Work that meet the County's reporting requirements outlined in Exhibit E;
- j) use all reasonable efforts to prioritize delivery of fiber to the premises for SFU addressable locations within the Unserved Area of the County, as described in **Exhibit F**, also being Exhibit 3 from the request for proposals issued by the County. SFU addressable locations within the Unserved Area will qualify as Fiber Qualified or Fiber Passed following the Network Extension Work;
- k) submit for the County's review and comment all Project Information within a reasonable time,

including altafiber's plan for delivery of fiber to the premises for particular locations specified by the County, as described in **Exhibit G**;

- l) cause all of its contractors, subcontractors, representatives and agents performing the Network Extension Work to comply with all requirements of this Section 6, as applicable;
- m) remain committed to its "Fiber First" strategy, including providing all existing and future Addressable Locations within the County access to altafiber's high-speed fiber network utilizing fiber to the premises (FTTP) technology. Under the Fiber First strategy, there will be no additional costs to the County beyond that defined in Section 5 – Contribution Amount for future Addressable Locations within Warren County. altafiber's Fiber First strategy will provide residents and businesses of the County with access and ability to upgrade to the latest fiber, fiber-equivalent or fiber-superior technologies, as such technologies become commonly and customarily available, commercially reasonable, and compatible with altafiber's existing infrastructure and network upgrade plans;
- n) provide Consumers with unique access to communications with altafiber, such as a designated web page on altafiber's website for up-to-date information related to the Network Extension Work, personalized customer notifications related to fiber availability within the Service Area, and a County-specific telephone hotline for fielding customer inquiries related to the Network Extension Work and High-Speed Broadband Services;
- o) provide introductory rate packages equal to or less than what altafiber currently offers in the Cincinnati Region, and offer rate packages for High-Speed Broadband Services to Consumers within the Service Area that are the same or better than the Cincinnati Region during the Term of this Agreement and commensurate with the Federal Communications Commission's Affordable Connectivity Program (ACP) for applicable Consumers;
- p) participate in County's on-going community engagement efforts, including a mutually agreeable communication and engagement plan and Joint Marketing as outlined in Section 17 of this Agreement;
- q) reasonably pursue and participate when economically feasible and operationally practicable in federal, state and private grant funding opportunities, at the reasonable request of and in conjunction with the County; and
- r) provide project closeout documentation, including a Notice of Completion, upon completion of Network Extension Work within the Service Area.
- s) Notwithstanding the foregoing, Warren County acknowledges that certain SFUs and MDUs, as defined in Exhibit C, may not have access to the backbone fiber constructed due to restrictions on accessing the units by property owners, fee requirements of property owners, or other non-customary requirements of property owners to access the property units as required to extend the fiber infrastructure to deliver service. In addition, the parties acknowledge that areas in County may exist where the installation of backbone fiber and the provision of services hereunder may be practically impossible. Reasons for such practicable impossibility may include, but are not limited to, topography, geography, government regulation and right of

entry. In the event that altafiber discovers any such areas, it will promptly notify the County. Promptly after discovery of such obstacles, County and altafiber will convene and negotiate in good faith to develop feasible alternatives.

7. **Responsibilities of the County.** The County represents and warrants that it shall:
- a) provide the Contribution Amount described in Section 5 of this Agreement to fund altafiber's Network Extension Work in accordance with the requirements of ARPA, including expending the Contribution Amount by December 31, 2026;
 - b) as expeditiously as reasonably possible, cooperate in the permitting process for use of public right of ways and zoning permits within the County's zoning jurisdiction for the Network Extension Work and promptly deliver such permits within thirty days of all applicable permit applications, whereas the Parties contemplate that the design and permitting process will occur in segments in which the County can reasonably review within thirty days of application;
 - c) identify and consult with all applicable County stakeholders, including when applicable, the County Engineer, prior to execution of this Agreement;
 - d) provide altafiber with any County-specific ordinances, rules and regulations in effect as of the date of this Agreement, prior to commencement of Network Extension Work for review and comment by altafiber;
 - e) provide County-specific geospatial datasets, including parcel and address data to altafiber free of charge, which shall only be used for work under this Agreement, and that by County providing such information does not constitute a guarantee of any public right of ways, easements, or property boundaries, nor does it substitute for sound land surveying or design of the Network Extension Work;
 - f) assist altafiber in identifying and communicating with residential property owners and business property owners regarding the Network Extension Work; and
 - g) reasonably pursue and participate when economically feasible and operationally practicable in federal, state and private grant funding opportunities, at the reasonable request of and in conjunction with altafiber.

8. **Business and Residential Customers.** The County acknowledges and agrees that altafiber currently intends to offer High-Speed Broadband Services to Consumers resulting from the Network Extension Work. At its option, however, altafiber may elect to provide additional Services to such Consumers, provided that altafiber does not expand the scope of the Network Extension Work hereby contemplated without the prior written consent of the County and provided further that altafiber complies at all times with the terms of this Agreement. altafiber will be solely responsible for providing High-Speed Broadband Services to Consumers under its own brands. The County will have no authority or responsibility for fielding customer inquiries, addressing customer concerns, or otherwise with respect to altafiber customers within the County. The County will have no responsibility for network upgrade costs or other costs to maintain or enhance the provision of Services to such residential and/or business customers, beyond those defined in

this Agreement under Network Extension Work. During the entire Term of this Agreement, alfafiber shall continue to permit Consumers to participate in the Federal Communications Commission's Affordable Connectivity Program (ACP), or any successor programs.

9. **Unicity Smart City Funding.** Upon County's request, alfafiber will collaborate with County to identify opportunities for public Wi-Fi infrastructure improvements within County ("Unicity Smart City Opportunities"). Upon identification of Unicity Smart City Opportunities, alfafiber shall provide County with funding in an amount not to exceed Two Hundred Thousand Dollars (\$200,000) for public Wi-Fi infrastructure improvements within the County ("Unicity Smart City Funding"). alfafiber will undertake the necessary design, construction and installation of equipment and infrastructure to extend its backbone fiber optic network to account for the Unicity Smart City Opportunities. alfafiber will use all reasonable efforts to implement Unicity Smart City Opportunities concurrently with the Network Extension Work. The Unicity Smart City funding is limited to the Service Area under this Agreement.

10. **Ownership.** alfafiber shall retain sole ownership in alfafiber's existing backbone fiber network and any additions to the backbone fiber network as contemplated by the Network Extension Work and this Agreement. The entire fiber network will remain with alfafiber, and the County shall have no interest therein. If alfafiber undergoes a change in ownership, substantial sale of assets, acquisition, or dissolution, it must provide notice in writing to the County.

11. **Confidentiality.** Subject to the Ohio Public Records Act, the County and alfafiber agree to keep confidential the provisions of this Agreement and any and all valuable or potentially valuable information, whether communicated in oral, written, electronic or other form prior to or after execution of this Agreement, including, but not limited to, customer information and financial, commercial, marketing, sales, technical, or scientific information (including without limitation all patents, copyrights, trademarks, service marks, trade names, trade dress, and applications relating to same, trade secrets, software, code, inventions, know-how, and similar information), and any and all other material, documents, and data related to the business activities of the other party (collectively, "**Confidential Information**"). Notwithstanding the foregoing, the Parties may disclose Confidential Information to their lawyers, accountants, other professional advisors, and lenders on a confidential basis, and as required by law, regulation or other legal rule or order. The County may disclose alfafiber data related to the Network Extension Work to private or public entities for the sole purpose of applying for and/or securing funding or grants, provided that alfafiber consents in writing, which consent shall not be unreasonably withheld or delayed. alfafiber acknowledges that County is characterized as a public office under O.R.C. § 149.43(A)(1). Notwithstanding any statement in this Agreement to the contrary, the County's handling of any confidentiality obligations are subject to the limitations of this paragraph. Records and Confidential Information in the possession of the County or retained by it may be subject to disclosure under the Ohio Public Records Act at O.R.C. § 149.43. In the event that the County receives a Public Records Act Request which seeks Confidential Information, County hereby covenants and agrees that it will assert that the Confidential Information constitutes a trade secret under O.R.C. § 1333.61 to § 1333.69, and that the Confidential Information is exempt from disclosure under O.R.C. § 149.43(A)(1)(v). County further covenants and agrees that it will promptly notify alfafiber of the request. alfafiber will then immediately assert and claim its rights to exclude the Confidential Information from disclosure. In the event that the requesting party objects to the assertion of the exemption and proceeds to challenge the same according to O.R.C.

§ 149.43(C), County covenants and agrees that it will inform altafiber of the challenge. In the event of a challenge, altafiber will indemnify the County, and defend the exemption in any and all administrative and judicial proceedings, and be responsible for any attorney's fees, civil forfeiture, and court costs.

12. **Indemnification.** altafiber shall indemnify, defend and hold harmless the County, and its agents, representatives, employees, officers and affiliates (the "**Indemnitees**") against all claims, demands, causes of action, damages, losses, liabilities, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or incurred in connection with any personal injury or property damage caused by the gross negligence or willful misconduct of altafiber, its contractors, subcontractors, agents or representatives or a failure of altafiber to perform any of its obligations under this Agreement. altafiber shall not be liable or responsible for the gross negligence of Indemnitees.

13. **Insurance.** altafiber shall maintain insurance in accordance with the insurance requirements attached hereto as **Exhibit B**. Prior to performing any Network Extension Work, and at any time upon the request of the County, altafiber shall provide the County with certificates evidencing compliance with all such insurance requirements. By endorsement to the Commercial General Liability coverage, County shall be named as an additional insured with the same primary coverage as the principal insured, and no policy of Commercial General Liability coverage that provides only excess coverage for an additional insured is permitted.

14. **Event of Default; Remedies.** In the event that either party breaches a material provision of this Agreement, which shall constitute an "**Event of Default**" under this Agreement, the non-defaulting party shall give written notice to the defaulting party setting forth the nature of the default ("**Notice of Default**"). The defaulting party will have thirty (30) days following receipt of the Notice of Default to cure such Event of Default. If the defaulting party fails to cure the Event of Default within the cure period (which shall be extended in cases where the default is of the nature that it cannot reasonably be cured within such 30-day period), the non-defaulting party may terminate this Agreement for cause under this Section by written notice to the other party and may exercise its legal rights and remedies as a result of such Event of Default. During the Term of this Agreement, each party, and their successors and assigns, has the right to enforce this Agreement and any provisions in law and or equity by seeking monetary damages, injunction, specific performance, or other legal and equitable relief without prejudice to any other rights or remedies such party may have at law or in equity for breach of this Agreement.

15. **Breach of Service.** In addition to any other legal right or remedy available under the Agreement for breach thereof, if altafiber ceases to provide High-Speed Broadband Service as defined in Section 1 of this Agreement to Fiber-Qualified Addressable Locations during the term of the Agreement, altafiber will provide compensation equal to a percentage of the Contribution Amount. The percentage of the Contribution Amount owed to the County by altafiber shall be based on the number of years that this Agreement has been in effect, as follows:

Years from Effective Date	Percentage of Contribution Amount
Less than 1	Contribution Amount
1	Contribution Amount
2	Contribution Amount
3	Contribution Amount
4	Contribution Amount
5	10/15
6	9/15
7	8/15
8	7/15
9	6/15
10	5/15
11	4/15
12	3/15
13	2/15
14	1/15
15	0/15

16. **Termination.** Notwithstanding the rights to terminate in Section 14, County shall have the right to terminate this Agreement for convenience upon six (6) months prior written notice to altafiber. If County exercises its right to terminate for convenience, County shall be responsible for any expenses under the terms of this Agreement prior to termination. Expenses means any out-of-pocket expenses incurred by altafiber.

17. **Successors and Assigns; Assignment.** This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. altafiber may assign this Agreement upon prior written notice to the County. Successors and assigns of altafiber shall be bound by and comply with Section 10 of this Agreement. Successors and Assigns shall be liable for Breach of Service as defined in Section 15.

18. **Use of Either Party's Name; Joint Marketing.** The County acknowledges that all goodwill associated with altafiber's name and logo are, and shall remain, the sole property of altafiber and no rights are conferred upon the County to use the same without the prior written consent of altafiber, which consent shall not be unreasonably withheld, conditioned or delayed. altafiber acknowledges that all goodwill associated with the County's name and logo are, and shall remain, the sole property of the County and no rights are conferred upon altafiber to use the same without the prior written consent of the County, which consent shall not be unreasonably withheld, conditioned or delayed. The Parties shall cooperate in joint marketing efforts utilizing the marketing resources and goodwill of each party to promote the High-Speed Broadband Services made available to Consumers as a result of the Network Extension Work. Except as otherwise mutually agreed to by the Parties, each party shall bear its own expenses without contribution in connection with such joint marketing efforts.

19. **Authority.** The County and altafiber represent and warrant to the other that it is not, by law or by agreement with others, prohibited from entering into this Agreement, that each party has obtained any necessary approvals or consents in advance of executing this Agreement, and that the persons executing this Agreement on behalf of each party are authorized to execute and deliver this Agreement on behalf of such party.

20. **Severability.** If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate or render unenforceable the remainder of this Agreement; and, unless such construction would be unreasonable, this Agreement shall be construed as if not containing the invalid or unenforceable provision and the rights and obligations of each party shall be construed and enforced accordingly. The Parties shall negotiate in good faith to amend this Agreement, to the extent necessary, to replace any unenforceable provision so as to give effect to the Parties' intent.

21. **Entire Agreement.** This Agreement, the Exhibits, the County's *Request for Proposals for Internet Service Provider(s) to Deploy, Operate, and Maintain a Broadband Internet Network Which Delivers High-Speed Broadband to Currently Underserved Premises in Warren County*, dated July 24, 2022, and altafiber's proposal, subject to the trade secret protections outlined in the above Section 11, constitute the entire agreement between the Parties concerning the subject matter hereof. All prior agreements, representations, statements, negotiations, understandings, proposals, and undertakings, oral or written, with respect to the subject matter hereof are superseded and replaced by this Agreement.

22. **Execution in Counterparts.** This Agreement may be executed and delivered in any number of counterparts each of which so constituted and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

23. **Notice.** Every notice required or permitted hereunder must be in writing and is deemed to have been duly given if personally delivered or mailed by certified or registered mail, return receipt requested, to the party's address set forth below. Notice is effective upon receipt or refusal as indicated by the return receipt. Either party may change its address for the purpose of notice hereunder by providing the other party with notice of the new address.

Notice to altafiber:

altafiber
221 East Fourth Street – 103-1080
Cincinnati, Ohio 45202
Attn: Legal Department

Notice to the County:

Warren County Administrative Building
406 Justice Drive
Lebanon, Ohio 45036
Attn: Legal Department

24. **Interpretation.** All paragraph headings and other titles and captions herein are for convenience only, do not form a substantive part of this Agreement, and shall not restrict or enlarge any substantive provisions hereof or thereof.
25. **Survival.** The provisions of Sections 10, 11, 12, 13 and 17 will survive termination of this Agreement.
26. **Governing Law.** This Agreement is governed by and construed under the laws of the State of Ohio, without regard to conflict of laws principles. The venue for any legal disputes shall be that of Warren County Common Pleas Court.
27. **Amendment.** This Agreement may only be modified by a written amendment to this Agreement signed by the Parties hereto.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date

County:

WARREN COUNTY BOARD OF COMMISSIONERS
WARREN COUNTY, OHIO
A political subdivision of Ohio

By:

Name: _____

Title: _____

Date: _____

altafiber:

CINCINNATI BELL TELEPHONE LLC d/b/a altafiber
An Ohio limited liability company

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

Payment Schedule

Both parties have reviewed the addressable location data provided by altafiber and agree that there are approximately fifty-two thousand (52,000) unserved or underserved Addressable Locations, including fifty thousand (50,000) Single Family Units (SFU) and two thousand (2,000) Multi-Dwelling Units (MDU) within Warren County.

As defined previously in Section 5 – Contribution Amount, both parties agree to a total not to exceed the Contribution Amount of Four Million Eight Hundred Thousand Dollars (\$4,800,000), or Ninety-Six Dollars (\$96) per SFU Addressable Location for fifty thousand (50,000) SFU Addressable Locations. Under the Fiber First Strategy as defined in Section 6 of the Agreement, altafiber may, at its sole expense, extend its backbone fiber network to additional SFU Addressable Locations within the Service Area. Additionally, under the Fiber First Strategy, altafiber will perform Network Extension Work for up to two thousand (2,000) MDU Addressable Locations at altafiber's sole expense. The MDU Addressable Locations will qualify as either "Fiber Passed" or "Fiber Qualified" as defined in Exhibit C. The parties acknowledge and agree that the unique nature of MDUs will likely prohibit altafiber from extending backbone fiber facilities to all two thousand (2,000) identified Addressable Locations. altafiber cannot guarantee installation of its backbone fiber for MDU or SFU locations where practicably impossible.

Under the proposed Payment Schedule provided below, the period covered by the first Payment Application will begin on the first date of the month immediately following the Effective Date of this Agreement. Thereafter, altafiber will submit quarterly Payment Applications to the County upon the expiration of each quarterly period. The basis of the Payment Application shall be the number of SFU Addressable Locations which have been Fiber Qualified or Fiber Passed within the Payment Application period at Ninety-Six Dollars (\$96) per SFU Addressable Location. Within thirty (30) days after County's receipt of each Payment Application, County will pay undisputed portions of the Contribution Amount then due with immediately available funds by wire transfer to an account specified by altafiber. In the event that County disputes any amount set forth on a Payment Application, County shall notify altafiber in writing identifying the amount withheld from such Payment Application and a reasonable description of the rationale for the withholding. altafiber shall promptly cure the underlying cause for any such withholding and, upon curing such underlying cause, may include withheld amounts of the Contribution Amount with the next Payment Application.

Upon altafiber's determination of completion of all Network Extension Work, altafiber shall submit to County a Notice of Completion. Following receipt of the Notice of Completion, County shall pay to altafiber the remainder of the Contribution Amount. The payment amount shall be based upon the Contribution Amount less the amount provided to altafiber in previous Payment Applications, up to and including Four Million Eight Hundred Thousand Dollars (\$4,800,000). County will pay the remainder of the Contribution Amount with immediately available funds by wire transfer to an account specified by altafiber within thirty days of receipt of the Notice of Completion.

Unless otherwise agreed by the County in writing, payment shall not be due for any SFU Addressable Locations that become Fiber Qualified after forty-two (42) months from the Effective Date until a Notice of Completion for all Network Extension Work is submitted to County.

Example: In the first Payment Period altafiber completes 5,500 SFU addressable locations and 300 MDU addressable locations. The Payment Application would be calculated as follows:

Contribution Amount: $5,500 \times \$96 = \$528,000$ for Payment Application No. 1.

Below is the proposed Payment Application Schedule for this Agreement:

Payment Application Number	Period Covered by Payment Application
1	0-90 days
2	91-180 days
3	181-270 days
4	271-365 days
5	366-450 days
6	451-540 days
7	541-630 days
8	631-730 days
9	731-810 days
10	811-900 days
11	901-990 days
12	991-1095 days

Exhibit B

Insurance Requirements

Except as otherwise stated below, altafiber shall maintain the following insurance for the duration of this Agreement and at all times when performing Network Extension Work:

Commercial General Liability insurance, reasonably equivalent to the latest filed and approved ISO CG 00 01 coverage form, with commercially reasonable endorsements, in an amount not less than two million dollars (\$2,000,000) for bodily injury and property damage per occurrence, three million dollars (\$3,000,000) products/completed operations aggregate and three million dollars (\$3,000,000) general aggregate. Products/completed operations shall be maintained for the applicable statute of limitations.

Worker's Compensation insurance in accordance with applicable state law where the Network Extension Work is performed.

Employers Liability insurance in an amount of not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee by disease and one million dollars (\$1,000,000) policy limit by disease.

Business Automobile insurance with combined single limit of not less than one million dollars (\$1,000,000) each accident.

Umbrella/Excess Liability insurance following the form of the Commercial General Liability, Business Automobile Liability and Employers Liability insurance policies in an amount of not less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) general aggregate.

All insurance policies required hereunder shall be written by companies with an A. M. Best Financial rating or its equivalent of "A" or better that are qualified to conduct business in the state where the Network Extension Work is performed. All policies must be primary with respect to the Indemnitees and contain a waiver of any rights of subrogation in favor of the Indemnitees. The Commercial General Liability, Business Automobile and Umbrella/Excess liability policies shall include the Indemnitees as additional insureds. altafiber and County acknowledge that altafiber may retain, self-insure or maintain deductibles in an amount of not more than \$2,500,000 per occurrence.

Exhibit C

Definitions

As used in this Agreement, an “**Addressable Location**” is defined as a location within the county in which there is an existing Delivery Point Validation (DPV) verified address, a non-DPV verified address location in which altafiber service has existed in the past, or a location in which there is a potential for the requirement to deliver High-Speed Broadband.

As used in this Agreement, a “**Single Family Unit**” (SFU) is defined as a location within the county, either residential or business or combination of the two, containing less than five units within an addressable location and does not typically require a Right of Entry (ROE) agreement with the property owner. A SFU addressable location is fed off of the backbone fiber with either an aerial fiber service drop or direct buried fiber service drop to addressable residential and business locations.

As used in this Agreement, a “**Multi Dwelling Unit**” (MDU) is defined as a location within the county, either residential or business or combination of the two, containing five or more units within an addressable location and requires a Right of Entry (ROE) agreement with the property owner, or any addressable business location that has a direct buried or underground service feed at the time of the Network Extension Work. A MDU addressable location is fed off of the backbone fiber with either an aerial fiber cable, direct buried fiber cable, or underground fiber cable placed in conduit, to the addressable location. Additionally, addressable MDU locations typically require altafiber to install additional inside wiring facilities to each MDU location.

As used within the Agreement, “**Fiber Qualified**” shall mean backbone fiber has been installed within the road right-of-way and/or the private property equivalent at or adjacent to the Consumer location, as applicable, such that the Consumer location is capable of receiving High-Speed Broadband Services with the provisioning of a so-called aerial fiber service drop or direct buried fiber service drop to an addressable residential or business location by altafiber, but without further Network Extension Work or other construction related activities. As defined above, SFU addressable locations are typically “**Fiber Qualified**” once the necessary Network Extension work has been completed.

As used within the Agreement, “**Fiber Passed**” shall mean backbone fiber has been installed within the road right-of-way and/or the private property equivalent at or adjacent to the Consumer location, as applicable, such that the Consumer location is capable of receiving High-Speed Broadband Services with additional Network Extension Work. The additional Network Extension Work for a “**Fiber Passed**” location is not considered to be backbone fiber extension, and is subject to all customary special construction charges, ROE Agreements, and any other conditions that need to be provided by the end user customer outside of this Agreement.

Examples of scenarios that may cause an “Addressable Location” to be qualified as “Fiber Passed” at the completion of the backbone fiber construction.

- Any addressable location, residential, or business, or a combination of the two containing five or more units within a single structure.
- Any addressable MDU location, residential or business, requiring a Right of Entry Agreement (ROE) with the property owner.
- Any addressable business location that has a direct buried or underground service feed at the time of the Network Extension Work.

Exhibit D

**Agreement with Subrecipient of
Federal Recovery Funds**

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act of 2021 (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. Warren County has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This Agreement is between your organization and the County and your organization is signing and certifying the same terms and conditions included in the County's separate agreement with Treasury. Your organization is referred to as a SUBRECIPIENT.

As a condition of your organization receiving federal recovery funds from the County, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

SUBRECIPIENT'S RESPONSIBILITIES TO WARREN COUNTY

1. SUBRECIPIENT acknowledges that it will fulfill all of the services as outlined in Section 6 in accordance with the terms of this Agreement.
2. Use of Funds
 - a. SUBRECIPIENT acknowledges that by entering into this Agreement it is assuming responsibility for the proper expenditure of the federal funds being provided by the County.
 - b. SUBRECIPIENT acknowledges this subaward is not for research and development.
 - c. SUBRECIPIENT understands and agrees that the funds disbursed under this subaward may only be used in compliance with section 602(c) of the Social Security Act and Treasury's regulations implementing that section and guidance as well as all other pertinent State and Federal laws and regulations.
 - d. SUBRECIPIENT will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
 - e. SUBRECIPIENT will exercise normal stewardship in overseeing the project activities performed under this subaward. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with subaward terms and conditions; and reviewing technical performance after project completion to assure that the subaward objectives have been accomplished.
 - f. SUBRECIPIENT acknowledges that, as set forth in Treasury's implementing regulations, SUBRECIPIENT may use subaward funds to cover eligible costs incurred during the period that begins on effective date of Agreement, and ends on December 31, 2026.
 - g. SUBRECIPIENT, in addition to any other federal law or regulation, agrees not to expend money received pursuant to this subgrant on anything other than an allowable expense. An allowable expense is:
 - i. Reasonable and necessary;
 - ii. Allocable to the subaward;
 - iii. Not disallowed under the terms of the subaward, the applicable cost regulation, or the governing program or program legislation;
 - iv. Accorded consistent treatment within the SUBRECIPIENT's accounting practices;
 - v. Treated in accordance with generally accepted accounting procedures;'
 - vi. Not used to meet cost-sharing or matching requirements unless its application for that purpose is in accordance with the applicable rules
 - vii. Reflects the net of all applicable credits;

- viii. Approved if their incurrence required the agency's prior approval (See 2 C.F.R. Pt. 200, Subpt. E and 2 C.F.C. §200.407(a) to (g);
 - ix. Adequately documented; and
 - x. Actually incurred.
- h. SUBRECIPIENT agrees that if a question arises about the allowability of any expenditure pursuant to this subgrant, either by the SUBRECIPIENT or an entity with which the SUBRECIPIENT has contracted with pursuant to this subgrant, prior to expending any such funds SUBRECIPIENT will consult with the County and if necessary the appropriate federal agency for a determination on the allowability of such expenditure.
- i. SUBRECIPIENT agrees that the funds provided by the County pursuant to this subgrant award will be used exclusively toward the goals as set forth in this Agreement. SUBRECIPIENT further agrees to keep such funds separate from other funds in the possession of the SUBRECIPIENT. SUBRECIPIENT agrees that it shall develop a cost allocation plan to be approved by the County to fairly and equitably allocate the shared costs of the organization attributable to this subgrant and the SUBRECIPIENT's other activities.
- j. SUBRECIPIENT agrees that all expenditures will be subject to all competitive bidding and selection processes as required by Federal and State law, including but not limited to, Ohio Revised Code §307.86 – 307.92 and 2 C.F.R. §200.317 through 330.
- k. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this subaward.
- l. Administrative Costs. SUBRECIPIENT may use funds provided under this subaward to cover both direct and indirect costs. SUBRECIPIENT shall follow guidance on administrative costs issued by the County.
- m. The County and SUBRECIPIENT agree that indirect costs of claimed by SUBRECIPIENT in administering shall not exceed ten (10) percent as provided by 2 C.F.R. 2 §200.414(e) unless SUBRECIPIENT can provide documentation of a previously negotiated indirect cost rate with the federal agency distributing these SLFRF funds. SUBRECIPIENT shall adhere to the rules for allocation of indirect costs in 2 C.F.R. Pt. 200, App. IV, Appendix V, Appendix VI, Appendix VII and all other federal laws, rules and guidance applicable as applicable to SUBRECIPIENT.
- n. Cost sharing or matching funds are not required to be provided by SUBRECIPIENT.

3. Oversight

- a. SUBRECIPIENT is responsible for implementing internal controls to provide reasonable assurance that each of the following objectives are achieved.
 - i. Effective and efficient operations so as to eliminate fraud and waste in the expenditure of the federal funds provided by the County;

- ii. Reliable reporting for both internal and external use which will be shared with the County, the Federal Government or any audit ordered by either the County or Federal Government.
- iii. Compliance with all applicable laws and regulations.
 - 1. Transactions must be properly recorded and accounted for in order to:
 - a. Permit the preparation of reliable financial statements and federal reports;
 - b. Maintain accountability over assets; and
 - c. Demonstrate compliance with federal statutes, regulations, and the terms and conditions of the Coronavirus Local Fiscal Recovery Act.
 - 2. In addition to properly recording all transactions, all transactions must be executed in compliance with:
 - a. Federal statutes, regulations, and the terms and conditions of the Coronavirus Local Fiscal Recovery Act that could have a direct and material effect on the grant; and
 - b. Any other federal or state statutes and regulations that are applicable.
 - 3. Funds, property and other assets are safeguarded against loss from unauthorized use or disposition. SUBRECIPIENT guarantees it will have adequate security and accountability over all grant assets.

b. SUBRECIPIENT's internal controls shall be in the form of a written policy which shall be provided to the County for its approval prior to the effective date of this Agreement.

c. SUBRECIPIENT's internal control policy will identify internal controls and strategies meant to prevent, detect and correct any fraud or compliance issues. SUBRECIPIENT is encouraged but not required to implement the Federal Government Accountability Office's "Seventeen Principles" found in the GAO's Green Book into its internal control policy.

4. Reporting

- a. SUBRECIPIENT agrees to comply with any reporting obligations established by Treasury as they relate to this subaward. SUBRECIPIENT also agrees to comply with all reporting requirements of the County as detailed in Exhibit E.
- b. The County may request additional information from the SUBRECIPIENT, as needed, to meet any additional guidelines regarding the use of SLFRF funds that may be established by the US Treasury during the scope of this Agreement.
- c. SUBRECIPIENT agrees to provide the County with detailed and comprehensive list of all expenditures and backup documentation to support such expenditures. Such reports must include a statement signed by the SUBRECIPIENT, indicating that all expenditures therein comport with the guidelines of the Act as set for the by the US Treasury.

- d. SUBRECIPIENT acknowledges that the County reporting obligations to the United States Treasury Department at regular intervals both during and subsequent to the effective term of this Agreement. SUBRECIPIENT agrees to provide the information required by the County as detailed in Exhibit E and to furthermore provide such information on or before the required reporting dates as provided in Exhibit E.
- e. SUBRECIPIENT agrees that if it detects fraud, waste, unallowable expenditures or other actions contrary to federal or state laws and regulations or the terms of this Agreement it will immediately report such activity to the County's designated contact person no later than the next business day after such discovery.

5. Maintenance of and Access to Records

- a. The SUBRECIPIENT shall maintain records, books, documents, and other materials relevant to its performance under this Agreement to evidence compliance with section 602(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing as well as any other applicable Federal and State laws and regulations.
- b. SUBRECIPIENT agrees the County, State of Ohio or Federal Government may inspect its financial and other records related to this subaward, in the possession of SUBRECIPIENT or any entity with which SUBRECIPIENT contracts with in relation to this subgrant, at any time with twenty-four (24) hours' notice. SUBRECIPIENT further agrees to provide any records to the County within forty-eight (48) hours of a written or oral request which the County requires for any reporting or oversight function.
- c. SUBRECIPIENT agrees that if its total federal award exceeds seven hundred and fifty thousand dollars (\$750,000), inclusive of this subgrant award, during the County's calendar fiscal year, SUBRECIPIENT will cooperate fully with the County by providing the County any documentation or other information or assistance which the County requires to satisfy the Single Audit Act pursuant to 31 U.S.C.A. §7501 to 7507. SUBRECIPIENT agrees to comply with all requirements of the Single Audit Act.
- d. If the Agreement is not subject to the Single Audit Act of 1996 SUBRECIPIENT agrees to cooperate fully with the County in any audit or other oversight activity ordered by the County. The County shall pay the costs of such audit or oversight activity and such activity will be conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards and limited in scope to activities allowed or unallowed, allowable costs and cost principles, eligibility of expenditures and compliance with reporting requirements.
- e. SUBRECIPIENT agrees to allow any County and Federal personnel to conduct onsite visits on any property in the possession of SUBRECIPIENT or any entity contracting with SUBRECIPIENT in relation to this subgrant, within twenty-four (24) hours' notice

and will make available for interviews any employees the County or Federal Agency deems necessary to speak with.

- f. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of SUBRECIPIENT in order to conduct audits or other investigations.
- g. Records shall be maintained by SUBRECIPIENT for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

Exhibit E

Quarterly Project Metrics Report

Overall Project Information

- Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
 - If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
 - Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- Confirm that the service provider for the project has, or will upon completion of the project, either participated in the Federal Communications Commission (FCC)'s Affordable Connectivity Program (ACP) or otherwise provided access to a broad-based affordability program that provides benefits to households commensurate with those provided under the ACP to low-income consumers in the proposed service area of the broadband infrastructure (applicable only to projects that provide service to households).

Detailed Project Information

- Project technology type(s) (Planned/Actual)
 - Fiber
 - Coaxial Cable
 - Terrestrial Fixed Wireless
 - Other (specify)
- Total miles of fiber deployed (Planned/Actual)
- Total number of funded locations served (Planned/Actual)
 - Total number of funded locations served, broken out by speeds:
 - Pre-SLFRF Investment:
 - Number receiving 25/3 Mbps or below
 - Number receiving between 25/3 Mbps and 100/20 Mbps
 - Post-SLFRF Investment (Planned/Actual):
 - Number receiving minimum 100/100 Mbps
 - Number receiving minimum 100/20 Mbps and scalable to minimum 100/100 Mbps
 - Total number of funded locations served, broken out by type (Planned/Actual):
 - Residential
 - Total Housing Units
 - Business
 - Community anchor institution
- Speed tiers offered, corresponding non-promotional prices, including associated fees, and data allowance for each speed tier of broadband service (collection to be phased in a future reporting period)

Location-by-Location Project Information

For each location served by a Project, the recipient must collect from the subrecipient or contractor and submit the following information to Treasury using a predetermined file format that will be

provided by Treasury (collection of certain fields will begin in October 2022, as specified below):

- Latitude/longitude at the structure where service will be installed (required starting October 2022)
- Technology used to offer service at the location (required starting October 2022)
- Location type (required starting October 2022)
 - o Residential
 - If Residential, Number of Housing Units
 - o Business o Community anchor institution
- Speed tier at the location pre-SLFRF investment (collection to be phased in)
 - o 25/3 Mbps or below o Between 25/3 Mbps and 100/20 Mbps
- Speed and latency at the location post-SLFRF investment (collection to be phased in)
 - o Maximum download speed offered
 - o Maximum download speed delivered
 - o Maximum upload speed offered o Maximum upload speed delivered o Latency

Exhibit F
Deployment of Fiber to the Unserved Area

As used within the Agreement, the “Unserved Area” shall be the yellow geographic areas of the County as represented in the map below, also being *Exhibit 3: FCC Broadband Map for 100/10 Service in Warren County* from the request for proposals issued by the County. altafiber will prioritize deployment of fiber to the premises to SFU addressable locations within the Unserved Area. Subject to unforeseen circumstances, altafiber will use reasonable efforts to ensure that SFU addressable locations within the Unserved Area are Fiber Passed or Fiber Qualified, as defined in Exhibit C, within 24 months of the Effective Date.

Notwithstanding the foregoing, the parties acknowledge that areas within the Unserved Area may exist where the installation of backbone fiber and the provision of services may be practically impossible. Reasons for such practicable impossibility may include, but are not limited to, topography, geography, government regulation and right of entry. There may also be circumstances which justify deployment of fiber to other areas of Warren County prior to certain areas within the Unserved Area. In the event that altafiber discovers any such areas, it will promptly notify the County. Promptly after discovery of such areas, the County and altafiber will convene and negotiate in good faith to determine the best course of action for installation of backbone fiber and provision of services within the Unserved Area.

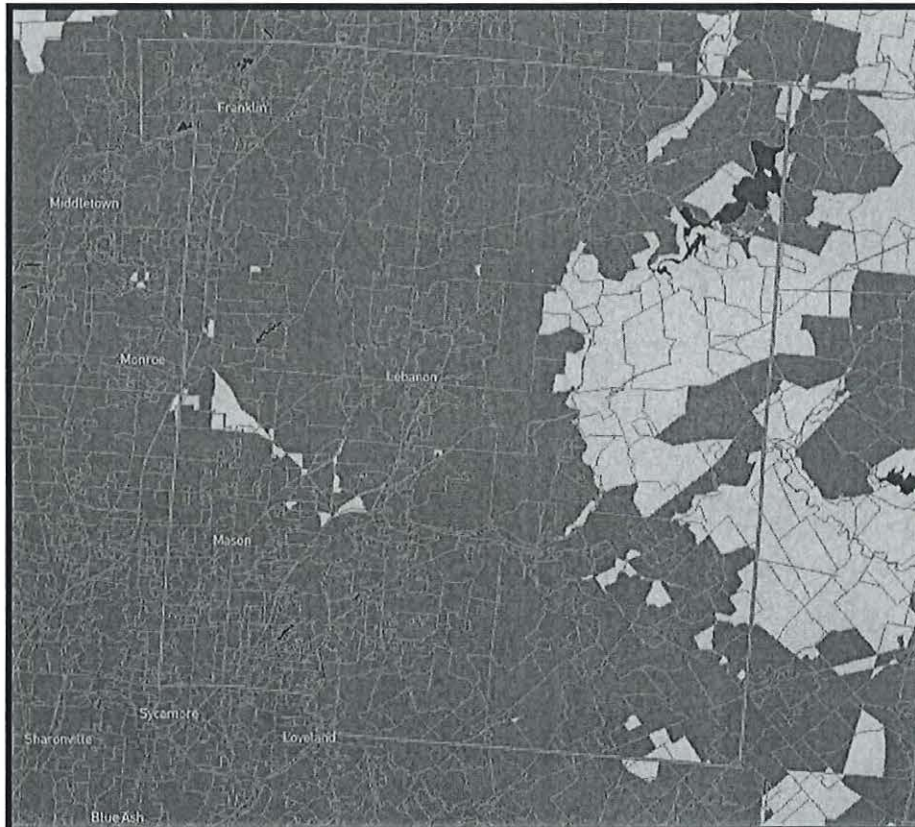


Exhibit G
County Asset Locations

As used within the Agreement, the following locations shall become Fiber Passed or Qualified as part of this Agreement:

Zoar Tower	804 US Rt 22-3 E, Morrow, OH 45152
Manchester Tower	5700 Dixie Highway, Franklin, OH 45005
Hatfield Tower	2997 Hatfield Road, Lebanon, OH 45036
Snider Tower	8181 Snider Road, Mason OH 45040
Goose Creek	6452 Furnas – Oglesby Road, Waynesville, OH 45068
Lytle Tower	360 E Lytle-Five-Points Road, Dayton, OH 45458
Blackhawk Tower	7400 St Rt. 123 S, Blanchester, OH 45017
ODOT	509 South State Route 741, Lebanon, Ohio
Washington Township tower	6415 Wilmington Road, Oregonia, OH 45054
Telecom	500 Justice Drive Lebanon, Ohio 45036
Title Office	4780 Socialville Foster Rd Mason 45040
Title Office	773 Reading Rd Mason 45040
County Garage	1433 St Rt 63 Lebanon Ohio 45036
County Engineer's Garage	105 Markey Road Lebanon, Ohio 45036
County Engineer's Office	210 W. Main Street Lebanon, Ohio 45036
320 Silver St	320 Silver Street Lebanon, Ohio 45036
Waynesville Waste Water	444 Rt 42 Waynesville, Ohio 45068
Water Department Warehouse	1200 Monroe Rd Lebanon, Ohio 45036
Sycamore Trails Waste Water	Wind Forest Drive Springboro, Ohio 45066
Sod Farm	690 Mason Road South Lebanon, Ohio 45065
Striker Road	6193 Striker Road Maineville, Ohio 45039

G-2

Lower Little Miami	2086 W. US Highway 22&3 Maineville, Ohio 45039
Socialville Foster	3812 Socialville Foster Road Mason, Ohio 45040
Dearth Road	4844 Dearth Road Springboro, Ohio 45066
Shelly	6648 Shelly Street Franklin, Ohio 45005
North Well Field	8093 Franklin-Trenton Road Carlisle, Ohio 45005

Warren County Broadband Infrastructure Project

Warren County, Ohio

Request for Proposals (RFP) Notification

For

**Internet Service Provider(s) to Deploy, Operate, and Maintain a
Broadband Internet Network Which Delivers High-Speed Broadband
to Currently Underserved Premises in Warren County**

Project number: 12049.1.001A

Issued:
July 24, 2022



MORLEY

ARCHITECTS | ENGINEERS | SURVEYORS

- » 812.464.9585 office 812.464.2514 Fax
- » 4800 Rosebud Ln., Newburgh, IN 47630
- » morleycorp.com

Request for Proposals

Project Location: Warren County, Ohio

Response Due Date and Time: By 12:00 PM ET – Friday, September 9th, 2022

This Request for Proposals (RFP) is official notification of needed broadband services and is being issued to solicit a response and other documents from Internet Service Providers (ISPs) qualified to deploy, operate, and maintain a broadband internet network ensuring that currently underserved premises in Warren County are served by high-speed broadband. A submittal does not guarantee that the applicant will be contracted to perform any services but only serves notice that the applicant desires to be considered. Warren County, Ohio ("County") is not responsible for any costs incurred by the Applicants for the preparation of any materials required for responding to this RFP.

Submittal Requirements:

RFP responses shall be submitted via physical copies, with blue ink signatures, to the Warren County Economic Development office listed below, and include a USB flash drive containing a electronic copy (PDF format) of all submitted documents. Morley has been retained by Warren County to assist with managing the RFP process, distribution, and Q&A. All inquiries related to the RFP shall be directed to both contacts listed below.

Morley
Attention: Jeramy Elrod, P.E.
4800 Rosebud Lane
Newburgh, IN 47630
Phone: 812-464-9585
Email: jeramy@morleycorp.com

Warren Co Economic Development
Attn: Matt Schnipke
406 Justice Drive, Suite 301
Lebanon, OH 45036
Phone: 513-695-2090
Email: matthew.schnipke@co.warren.oh.us

Selection Procedures:

Proposals will be received, reviewed, and scored accordingly by the Board of County Commissioners, with assistance from Morley, and any such Applicant(s) selected shall proceed with subsequent contract negotiations with the County. The County may make one or multiple awards but is not required to make an award.

Funding for broadband projects will be through the County's allocation of Coronavirus Local Fiscal Recovery Funds established under the American Rescue Plan Act of 2021 (ARPA) and all funded projects shall meet the eligibility requirements of the Final Rule as published by the Department of the Treasury.

Informational Webinar:

An informational webinar will be held at the time and date listed in the RFP. The purpose is to familiarize interested Applicants on the contents of the RFP and the goals of the project. Interested Applicants are *strongly* encouraged to attend. Attendees will also have the opportunity for open discussion and asking questions. Please contact Jeramy Elrod via email at jeramy@morleycorp.com to receive invitation details to the webinar.

1 Project Overview

This RFP reflects the commitment of the County to ensure high-speed broadband is available to as many local residents and businesses (collectively “premises”) as possible. The successful Internet Service Provider(s) or other organization(s) responding to this RFP (hereinafter referred to as “Applicant”) will be expected to deploy a network that meets the eligibility requirements set forth in the Final Rule of the Coronavirus State and Local Fiscal Recovery Funds established under the American Rescue Plan Act of 2021.

The purpose of the RFP is to seek innovative or traditional broadband solutions from one or more Applicants proposing one or multiple solutions over all or portions of the County. From these RFP responses, the County will select the best Applicant(s) to finalize project details by creation and execution of a contract with the County.

The County is offering direct capital funding of up to \$5 million to qualified and committed private sector partners to support deployment. The purpose of the direct capital funding will be to defray the cost of the infrastructure necessary to meet the requirements of the RFP, which might include construction or improvement of fiber optics, cabinets, pedestals, poles, pole attachments, towers, wireless equipment, CPE, etc. (collectively this infrastructure is hereinafter referred to as “Assets”).



2 Eligibility Requirements

This RFP does not dictate which technologies or solutions the Applicant should select or build, but rather leaves it to the Applicant to propose technologies that are suitable for deployment and able to reach the target areas while also achieving the following eligibility requirements:

- A network which serves locations without access to reliable wireline 100/20 Mbps broadband service (meaning service that reliably provides 100 Mbps download speed and 20 Mbps upload speed through a wireline connection).
- A network which reliably meets or exceeds symmetrical 100 Mbps download and upload speeds. In cases where it is not practicable, because of the excessive cost of the project or geography or topography of the area to be served by the project, the network may be designed to reliably meet or exceed 100/20 Mbps and be scalable to a minimum of symmetrical 100 Mbps download and upload speeds.
- The ISP must either participate in the FCC's Affordable Connectivity Program (ACP) or provide access to a broad-based affordability program to low-income consumers that provides benefits commensurate to ACP.
- System designed to 99.9% uptime.
- All products proposed MAY NOT contain monthly data caps or bandwidth/speed reduction due to metered usage.
- All eligibility requirements as set forth in the Final Rule of the Local Fiscal Recovery Fund established under the American Rescue Plan Act of 2021.
- In general, use of County contributed funds shall not be applied to areas already targeted by state or federally funded broadband projects or commitments.

Open Access Requirements: There are no requirements for open access related to this RFP.

Network Construction Standards:

Applicants should expect that upon successful completion of a negotiated contract for deployment of a broadband network, and commencement of work by the selected Applicant, the County may provide inspection oversight to ensure compliance with design and deployment standards per the negotiated contract.

The selected Applicant will fully engineer and permit the project prior to commencement of construction as a function of the negotiated contract.

Deployment of all fiber and fiber-related infrastructure must comply with all National Electrical Contractors Association (NECA) codes and laws at the local, state, federal, and private land levels as they pertain to communication installations.

Should wireless technology be selected for deployment, all towers, antennas, and other components utilized to deliver wireless broadband must comply with all FCC regulations regarding tower construction, spectrum registration, and applicable state/County authority over zoning and land use regulations.

The selected Applicant will be expected to have all routes and tower sites surveyed by a licensed surveyor as well as provide the County with GIS/CAD mapping showing the locations of all facilities deployed and service areas of engineered coverage design(s). The County has available certain GIS layers that may prove useful to the applicant, which can be found at: <https://www.co.warren.oh.us/warrencis/>. However, Applicant shall note that GIS layers for parcel lines, public easements, and right of ways do not suffice as a survey for public routes or tower sites.

Other construction requirements that are the responsibility of the Applicant include:

- Work with all appropriate agencies to obtain all required right of way approvals.
- Obtain all required permits and private easement approvals.
- Coordinate project deployment with all utilities.
- Coordinate and resolve third party or private claims.
- Repair any and all damages to private property.
- At all times, maintain an adequate staff of experienced and qualified employees for efficient performance.
- At all times, furnish or perform any services in a safe, proper, and workmanlike, manner.

The Applicant will be required to demonstrate network performance to specified test standards. These standards will need to be met for services offered and infrastructure built or contracted. Speeds will be tested and proven as negotiated in the contract.

3 General RFP Information

Available funding for project is up to \$5 million.

Funding will be released upon completion and acceptance of agreed upon project milestones as stipulated in the negotiated contract.

Any awards and/or contracts resulting from this RFP will be subject to availability of funds, which may require appropriations or other governmental proceedings to make available.

Applicants may submit multiple responses to this RFP for proposals that differ in service areas, technology, requested County contribution, timing of deployment, eligibility requirements or any combination thereof.

The County does not intend to enter the broadband business as a competitive service provider.

The County does not intend to own or operate the network infrastructure Assets it financially supports through this RFP process.

This RFP does not constitute a contract for services performed or to be performed.

The County is not required to accept the lowest cost proposal. Rather, the County will negotiate a contract with the offeror who submits the proposal that the County determines is the most advantageous to the County based on highest ranking of the published factors and criteria.

The County reserves the right to reject any proposal in which the offeror takes exception to the terms and conditions of the request for proposals; fails to meet the terms and conditions of the request for proposals, including but not limited to, the standards, specifications, and requirements specified in the request for proposals; or submits prices that the County considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the contracting authority.

The County reserves the right to reject, in whole or in part, any proposal that the County has determined, using the factors and criteria, would not be in the best interest of the County.

The County may conduct discussions with offerors who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the request for proposals.

The County may make such investigation as deemed necessary to determine the ability of the Applicant to perform the work, and the Applicant shall furnish to the County all such information by the date specified by the County.

The submission of an RFP response will constitute representation by the Applicant that it understands and has complied with the requirements of the RFP. Submission of a response indicates the RFP information provided was sufficient in scope and detail to convey understanding of anticipated terms and conditions for performance of the work.

An offeror may withdraw the offeror's proposal at any time prior to the award of a contract. The County may terminate negotiations with an offeror at any time during the negotiation process if the offeror fails to provide the necessary information for negotiations in a timely manner or fails

to negotiate in good faith. If the County terminates negotiations with an offeror, the County shall negotiate with the offeror whose proposal is ranked the next most advantageous to the County according to the factors and criteria published in this RFP.

The information contained in proposals submitted for consideration by the County may be defined as a public record and may at some point in time be disclosed to the public. In order to ensure fair and impartial evaluation proposals and any documents or other records related to a subsequent negotiation for a final contract that would otherwise be available for public inspection and copying under section 149.43 of the Ohio Revised Code shall not be available until after the award of the contract.

The Applicant will be expected to execute a contract within 45 days of notification they have been selected by the County as an awarded candidate. The County reserves the right to select other candidates if a contract is not executed within the 45-day timeline. There is no guarantee a contract will successfully be awarded related to a winning Applicant's response.

The County may require the successful Applicant(s) to post a letter of credit, performance bond, or other surety to support its performance obligations as part of the negotiated contract.

4 Service Areas

The County seeks to close the broadband availability/reliability gap throughout its limits. Of highest priority are residents and businesses without access to wireline internet providing speeds which exceed 100/20 Mbps.

The County acknowledges that specific geographic regions of the county are underserved, without reliable access to wireline internet providing speeds which exceed 100/20 Mbps. Figure 3 below demonstrates suspected areas that do not have access to wireline internet providing speeds which exceed 100/10 Mbps. Those areas are shaded yellow. Please refer to the legend attached on Page 11.

Similarly, the County acknowledges that specific geographic regions of the county do not have reliable access to wireline internet providing symmetrical speeds which meet or exceed 100 Mbps. As the Final Rule requires, all funded projects shall be designed to meet or exceed symmetrical speeds of 100 Mbps and it is a priority of the County to provide this level of service. Figure 4 below demonstrates suspected areas that do not have access to wireline internet providing symmetrical speeds which meet or exceed 100 Mbps. Those areas are shaded yellow. Please refer to the legend attached on Page 12.

The County is not limiting proposals to only unincorporated portions of the county. Applicants are encouraged to submit their best proposal to the County, with or without service locations within municipal limits. However, applicants shall itemize the number of premises served for each municipality from the total number of premises served.

Several exhibits are shown below. Applicants are encouraged to supplement this data with other available sources or using proprietary data.

Applicants are encouraged to provide response information engineered to the highest level of detail possible for an RFP of this nature.

Contiguous geographic areas are not required.

The County acknowledges that the successful Applicant may need to install Assets originating from outside of the County; however, Applicant shall only count premises within the County's when estimating the total number of premises served.

Additionally, the County has various offices and county assets that do not currently have access to reliable wireline internet providing sufficient speeds for the County. Those offices and assets are listed below with their physical address location.

Zoar Tower	804 US Rt 22-3 E, Morrow, OH 45152
Manchester Tower	5700 Dixie Highway, Franklin, OH 45005
Hatfield Tower	2997 Hatfield Road, Lebanon, OH 45036
Snider Tower	8181 Snider Road, Mason OH 45040
Goose Creek	6452 Furnas – Oglesby Road, Waynesville, OH 45068
Lytle Tower	360 E Lytle-Five-Points Road, Dayton, OH 45458
Blackhawk Tower	7400 St Rt. 123 S, Blanchester, OH 45017
ODOT	509 South State Route 741, Lebanon, Ohio
Washington Township tower	6415 Wilmington Road, Oregonia, OH 45054
Telecom	500 Justice Drive Lebanon, Ohio 45036
Title Office	4780 Socialville Foster Rd Mason 45040
Title Office	773 Reading Rd Mason 45040
County Garage	1433 St Rt 63 Lebanon Ohio 45036
County Engineer's Garage	105 Markey Road Lebanon, Ohio 45036
County Engineer's Office	210 W. Main Street Lebanon, Ohio 45036
320 Silver St	320 Silver Street Lebanon, Ohio 45036
Waynesville Waste Water	444 Rt 42 Waynesville, Ohio 45068
Water Department Warehouse	1200 Monroe Rd Lebanon, Ohio 45036
Sycamore Trails Waste Water	Wind Forest Drive Springboro, Ohio 45066
Sod Farm	690 Mason Road South Lebanon, Ohio 45065
Striker Road	6193 Striker Road Maineville, Ohio 45039
Lower Little Miami	2086 W. US Highway 22&3 Maineville, Ohio 45039
Socialville Foster	3812 Socialville Foster Road Mason, Ohio 45040
Dearth Road	4844 Dearth Road Springboro, Ohio 45066
Shelly	6648 Shelly Street Franklin, Ohio 45005
North Well Field	8093 Franklin-Trenton Road Carlisle, Ohio 45005

5 RFP Submittal Process

The RFP Schedule is as follows:

RFP Publication and Post Date:	Sunday, July 24th, 2022
RFP Informative Webinar:	10:00 AM ET - Wednesday, August 3rd, 2022
Written Questions Due:	By 5:00 PM ET – Friday, August 12th, 2022
Written Answers Delivered:	By 5:00 PM ET – Friday, August 26th, 2022
RFP Response Due Date:	By 12:00 PM ET – Friday, September 9th, 2022
RFP Public Reading:	Tuesday, September 20th, 2022 (Anticipated)
Analysis and Scoring Complete:	Tuesday, September 27th, 2022 (Anticipated)
Notice of Award:	Tuesday, October 4th, 2022 (Anticipated)

RFP Submittal process:

Final RFP responses will only be accepted in physical form, with blue ink signatures, at the Warren County Economic Development office listed below and including a USB flash drive containing an electronic copy (PDF format) of all submitted documents. Documents should be well organized and presented as this will be part of the scoring for completeness of RFP.

Warren Co Economic Development
Attn: Matt Schnipke
406 Justice Drive, Suite 301
Lebanon, OH 45036
Phone: 513-695-2090
Email: matthew.schnipke@co.warren.oh.us

Responses received after the specified due date and time shall result in disqualification of the Applicant's RFP submittal and will not be accepted.

Applicants are responsible for confirming receipt of RFP submittals.

RFP Question and Answer Process:

Outside of the informational webinar, RFP Applicants must submit any technical or procedural questions related to the RFP in writing via e-mail at jeramy@morleycorp.com

All questions related to the RFP must contain in the subject line of the e-mail the following identifier:

"Warren County – Broadband RFP – Questions"

All submitted questions will receive a written response. Additionally, any Applicant who submits a question, attends the webinar, or inquires about the RFP by contacting jeramy@morleycorp.com will receive the final Q&A document.

RFP Response Format

In an effort to expedite the evaluation of the RFP responses received, Applicants are encouraged to organize proposals in the sequence below.

There is no restriction on the number of pages submitted in the proposal.

- A. Company Name, Profile, and History
- B. Executive Summary of Scope of Work
- C. Project Team
- D. Statement of Qualifications
- E. Technical Approach and Work Plan
- F. Product Offerings
- G. Cost Proposal
- H. Schedule
- I. Appendices

A. Company Name, Profile, and History

Provide the full legal name of the Applicant, including any previous names or doing-business-as names. The final response shall include the signature of an owner, corporate officer, or agent authorized by the Applicant. Include a designated contact person. Provide a brief history of the company and its work in the broadband industry as an internet service provider.

B. Executive Summary of Scope of Work

Applicant shall provide an overview of the major features of the RFP submission. Include any suggestions, conclusions, recommendations, or assumptions the Applicant believes are significant to the understanding of the RFP.

C. Project Team

List key personnel involved in the planning, management, oversight, deployment, operation, and maintenance of the project with a brief description of each members qualifications and ability to contribute to a successful project.

D. Statement of Qualifications

Provide a description of (up to) three (3) projects similar to the one described in this RFP that your company has deployed within the last five (5) years. Outline services offered, geography covered, network design utilized, and customer types served. For each project provide the contact information for the primary reference for each of the projects including: the company/organization name, a primary point of contact, their title, and their phone number.

E. Technical Approach and Work Plan

Provide a detailed technical approach and work plan for the project. Describe proposed project location(s).

Provide coverage area map(s) and narratives outlining Asset placement as applicable to support the proposed design that demonstrates coverage of the project location within the specified area(s).

Clearly state how many premises will be covered and at what levels of service. If any premises will be covered within municipal limits, denote how many will be covered for each municipality.

F. Product Offerings

Provide a list of product tiers to be provided as part of the project. For each product being proposed please provide the following information as applicable:

- Downstream speed
- Upstream speed
- Monthly recurring cost (MRC) – inclusive of estimated taxes and fees.
- One-time non-recurring installation costs (NRC) – inclusive of estimated taxes and fees.
- Narrative of installation requirements/process.
- Service level agreement and performance metrics for each.

All proposals are required to include a description of the services required as the Applicant's organization would address support of the deployment, operation, and maintenance for the delivery of broadband Internet network products and services throughout the County. Provide a narrative of your current and/or intended presence in the County (i.e., sales, administrative, customer service personnel) in support of the internet infrastructure established as a result of this RFP.

G. Cost Proposal

Applicant shall provide a detailed breakdown of the total project cost, then clearly indicate the requested County contribution and Applicant's contribution. Total project cost shall not include ongoing fees such as licenses, O&M costs, or lease/rent expenses. Should any scope alternatives be included for the County's consideration, a separate cost proposal should be included for each alternative.

H. Schedule

Applicant should provide a proposed schedule for design, permitting, construction, and initiation of broadband services to the specified areas of the County. The timeline schedule should include key milestones and phasing plans. Should any technical alternatives be included for the County's consideration, a separate schedule should be included for each alternative.

The County intends the project be deployed in a continuous fashion commencing immediately upon contract execution.

The County desires that all projects be completed prior to December 31st, 2024, preferably sooner, or by the negotiated date of the contract with the County. Applicants shall provide a

proposed schedule for implementation that reflects the most expeditious timeline possible, including engineering, permitting, licensing, construction, and validation.

I. Appendices

Applicants can attach such documentation as desired to support the RFP response to assist the County to better assess the Applicant's RFP submission. If used, Appendices must be clearly labeled with a purpose for submission.

6 Scoring Criteria

The Board of County Commissioners will evaluate the proposal(s), using the scoring criteria listed below as a guide, to determine if the proposal(s) is in the best interest of Warren County.

The Board of County Commissioners will initially check the proposals to validate that all information required to conform to this RFP is included. Absence of required information or nonconforming proposals may result in rejection.

The Board of County Commissioners may, at their discretion, schedule selected Applicants for interviews of their proposals. The Warren County Board of Commissioners may, at their discretion, require additional steps before an award is made.

Criteria	Points	Score
<i>Project Costs and County Contribution</i>	30%	
Overall County contribution – priority given to projects that provide highest value per County dollar contributed		
<i>Proposed Solution</i>	40%	
Number of premises served		
Overall deployment timing - priority given to projects that can be done the quickest		
Product Offerings – priority given to variety of product tiers, competitiveness of pricing, and maximum available speeds		
All fiber network, with last-mile connections		
Overall coverage, topology, and resiliency elements		
<i>Applicant Background, Qualifications, and Capabilities</i>	20%	
Relevant projects		
Knowledge, team, and technical competence		
Proposed local presence/customer support		
<i>Completeness of RFP</i>	10%	
<i>Total</i>	100%	