

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

# Resolution

Number 18-0418

Adopted Date March 29, 2018

HIRE ALDEN PAYZANT AS A BUILDING AND ELECTRICAL INSPECTOR I WITHIN THE WARREN COUNTY BUILDING AND ZONING DEPARTMENT

BE IT RESOLVED, to hire Alden Payzant as Building and Electrical Inspector I within the Building and Zoning Department, unclassified, permanent status, full-time (40 hours per week), Pay Range #14, \$22.00 per hour, effective April 2, 2018, subject to a negative drug screen and a 365-day probationary period.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building & Zoning (file)  
Alden Payzant's Personnel file  
OMB-Sue Spencer

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

# Resolution

Number 18-0419

Adopted Date March 29, 2018

ACCEPT RESIGNATION OF MOLLY ALEXANDER, INVESTIGATIVE CASEWORKER III, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE MAY 11, 2018

BE IT RESOLVED, to accept the resignation of Molly Alexander, Investigative Caseworker III, within the Warren County Department of Job and Family Services, Children Services Division, effective May 11, 2018.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Children Services (file)  
Molly Alxexander's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 18-0420

Adopted Date March 29, 2018

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

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

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Investigative Caseworker I or II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning March 30, 2018.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

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

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

# Resolution

Number 18-0421

Adopted Date March 29, 2018

ACCEPT RESIGNATION OF JOHANNE HAIRSTON, ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, EFFECTIVE APRIL 13, 2018


BE IT RESOLVED, to accept the resignation of Johanne Hairston, Eligibility Referral Specialist II, within the Warren County Department of Job and Family Services, Human Services Division, effective April 13, 2018.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

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

# Resolution

Number 18-0422

Adopted Date March 29, 2018

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

WHEREAS, there exists one opening for the "Eligibility Referral Specialist II" position within the Department of Job and Family Services, Human Services Division; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Eligibility Referral Specialist II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning March 30, 2018.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)  
OMB-Sue Spencer

# Resolution

Number 18-0423

Adopted Date March 29, 2018

HIRE KIMBERLY BERRY, AS ADMINISTRATIVE ASSISTANT, WITHIN THE WARREN COUNTY OFFICE OF MANAGEMENT AND BUDGET

BE IT RESOLVED, to hire Kimberly Berry as Administrative Assistant, within the Warren County Office of Management and Budget, classified, full-time permanent, non-exempt status (40 hours per week), Pay Range #13, \$14.81 per hour, effective April 9, 2018, subject to a passing a BCI test, negative drug screen and a 365-day probationary period.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Kimberly Berry's Personnel file  
OMB (file)  
OMB – Sue Spencer

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

# Resolution

Number 18-0424

Adopted Date March 29, 2018

HIRE MARIEL PESAVENTO AS ADMINISTRATIVE SUPPORT, WITHIN THE WARREN COUNTY OFFICE OF MANAGEMENT AND BUDGET

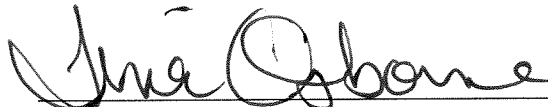
BE IT RESOLVED, to hire Mariel Pesavento as Administrative Support, within the Warren County Office of Management and Budget, classified, full-time permanent, non-exempt status (40 hours per week), Pay Range #10, \$12.91 per hour, effective April 16, 2018, subject to a passing a BCI test, negative drug screen and a 365-day probationary period.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Mariel Pesavento's Personnel file  
OMB (file)  
OMB – Sue Spencer

# Resolution

Number 18-0425

Adopted Date March 29, 2018

APPROVE LEAVE DONATION FOR JESSICA JOHNSON, ADMINISTRATIVE ASSISTANT, WITHIN THE WARREN COUNTY TELECOMMUNICATIONS DEPARTMENT

WHEREAS, the deputy director of the Telecommunications Department has requested, due to the employee's serious health condition, to approve leave donation for Jessica Johnson; and

NOW THEREFORE BE IT RESOLVED, to approve leave donation for Jessica Johnson, Administrative Assistant, within the Telecommunications Department, effective immediately.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecom (file)  
Jessica Johnson's FMLA File  
OMB – Sue Spencer  
Tammy Whitaker



# Resolution

Number 18-0426

Adopted Date March 29, 2018

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO RYAN POWELL, METER READER I, WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Ryan Powell, Meter Reader I; and

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

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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Water and Sewer (file)  
R. Powell's FMLA file  
OMB – Sue Spencer

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

# Resolution

Number 18-0427

Adopted Date March 29, 2018

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF TUESDAY, MAY 22, 2018, AND BEGIN THURSDAY, MAY 24, 2018, REGULAR MEETING AT 9:00 A.M.

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Tuesday, May 22, 2018; and

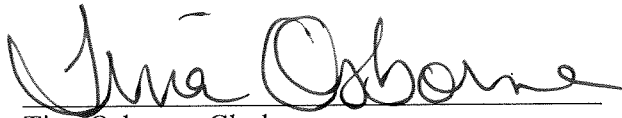
BE IT FURTHER RESOLVED, to begin the regular Thursday, May 24, 2018, Commissioners' Meeting at 9:00 a.m.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor TJ  
All Departments  
Commissioners file  
Press

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

# Resolution

Number 18-0428

Adopted Date March 29, 2018

**SET PUBLIC HEARING TO CONSIDER AMENDMENTS TO THE WARREN COUNTY  
THOROUGHFARE PLAN**

BE IT RESOLVED, to set the public hearing to consider the attached amendments to the Warren County Thoroughfare Plan; said public hearing to be held April 24, 2018, at 9:00 a.m. in the Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio; and

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

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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

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

## **SECTION 4 – SEE EXHIBIT B**

Added text is **UNDERLINED**

### **Future Roadway Improvements/Extensions/Alterations**

Deleted text is **~~STRUCK THROUGH~~**

The Thoroughfare Plan's future roadway improvements/extensions/alterations are comprised of the future roads represented by the lines labeled as "future" on the Thoroughfare Plan Functional Classification Maps previously shown in Section 3, and the improvements listed in this Section (below):

- Future Improvement from the I-71/SR 123 Area Plan (this is in addition to what is shown on the Classification Maps in Section 3).

A new collector road providing access to the parcels in the northwest quadrant of the interchange. Said road will connect to the Future East-West Collector shown on the Functional Classification Map between SR 123 and Waynesville Road.

- Future Improvement from Gateway Plan - West: Union Road (this describes what is shown on the Classification Maps in Section 3).

Re-route Union Road between Greentree Road and north of Hendrickson Road as a Major Collector/Distributor, to the east of the existing Union Road. Vacate portions of the existing Union Road between Woodwind Court and Greentree Road, and north of Hendrickson Road. Downgrade portion of existing Union Road with fronting single-family lots as a Local Road. Construct a Local Road connector between this segment of Union Road and the future Union Road.

- Southwest Warren County Transportation Improvements shown in Appendix B.
- Robinson-Vail @ SR 123 - Cul de sac Robinson-Vail Road south of SR 123
- Wilkins Blvd. (Major Collector/Distributor) - Socialville-Fosters Road to Mason Corp.
- Waterstone Boulevard (Enhanced Urban Collector) - Connection to Duke Blvd.
- Collector Road - SR 48 to Bunnell Hill Road
- Manchester Road (Collector) - Robinson Vail to SR 123
- Wilson Farm Boulevard (Collector) - Wilson Farms Subdivision to SR 123
- Collector Road - Shaker Road to Robinson-Vail Road
- Local Road - Greentree Meadows Drive to Rose Marie Road
- Collector Road - Hendrickson Road to Greentree Road
- Hendrickson Road (Collector) - Shaker Road to SR 123
- Monroe Road (Collector) - Existing terminus to Oregonia Road
- Collector Road - US 42 to Drake Road (Turtlecreek Twp)
- Brewer Road (Collector) - Mason-Montgomery to SR 741 (Note 1)
- Thornberry Court (Collector) - Mason Corp. to Tylersville Road
- Collector Road - SR 48 to Fosters-Maineville Road
- Stephens Road (Collector) - Zoar Road to Morrow-Cozaddale
- Local Road - Stotler 1 Subdivision to Fosters-Maineville (Note 2)
- Grandin Road (Collector) - SR 48 to US 22/SR 3

- Hoptown Roadway Network (Collector Roads) - Between Grandin Road/Grandin Road extension and US 22/SR 3
- ~~SR741 Realignment (Secondary Arterial) Near Otterbein~~
- ~~Collector Roads Duke to Socialville Fosters @ Innovation Way with second collector to Irwin Simpson~~
- Turtlecreek Union Road (Collector) - Between existing terminus west of Stubbs Mill Road, east of SR 48
- Collector Road - Beginning at Bethany Road opposite Melampy Creek Lane, extending north to a point even with Isleworth Lane (Crooked Tree Meadows) and Palmetto Court (Cherry Brook), combined with an east-west local class street connecting same. A portion of Pinnacle Lane shall be vacated and a cul-de-sac installed just north of Bethany Road (as shown on the Record Plat) at the time Melampy Creek Lane (north/south) and an east/west local street is installed on the Gilbert property to connect the Cherry Brook subdivision and the Crooked Tree Meadows subdivision to Bethany Road. This will be completed in order to eliminate the Pinnacle Lane and Bethany Road intersection.
- Collector Road - Beginning at the northern terminus of Windmere Way, extending north to the Turtlecreek Township line, combined with an east-west collector street between Mason-Montgomery Road and SR 741, with an eastern terminus opposite Avalon Trail (in conformance with the Mason Thoroughfare Plan)
- **New King Avenue Bridge - Construct a new bridge crossing the Little Miami River that replaces the existing King Avenue Bridge. This is required to improve traffic safety; improve emergency service response times; and maintain good traffic-flow in response to planned growth within the area. The new bridge should be designed to correct major deficiencies including load-carrying capacity; deficient deck geometry; deficient alignment approaching the current bridge; and to improve access for truck-traffic. An underpass for the Little Miami River Trail will also be needed and bike lanes should be added to the bridge. These improvements will directly benefit residents through reduction in travel-times and improved access to employment opportunities, community services, community facilities, and daily needs.**
- **SR 63 Improvements - Widen and improve SR 63 to five lanes (two travel lanes in each direction with a center turn-lane and/or median). These improvements should be designed to increase safety and reliability, reduce vehicle delay, manage access, and respond to growth in the years to come. Improvements should also be designed to be context-sensitive in relation to future development patterns and pedestrians. The objective is a safe, accessible, attractive, and unique corridor that encourages a culture of walking and biking.**

**Notes:**

1. Public improvements to re-align/re-profile Mason-Montgomery Road and Brewer Road necessary with the Brewer Road extension.
2. Potential for Development Assessment.

**APPENDIX A – SEE EXHIBIT C**

**Typical Sections**

Figures A.11 and A.12, previously titled *Typical Section, Local Street – Residential/Urban* and *Typical Section, Local Street – Residential/Rural* respectively, are replaced by three new figures (A.11 – A.13). The titles of these new figures correspond to the amendments proposed for the functional classification map legends in Section 3. The Engineer's Office recognizes that there is currently an inconsistency between the labeling of "Local **Roads**" on the Section 3 maps, and calling out "Local **Streets**" in the Typical Sections, and these amendments fix this inconsistency. Figure A.11 is devoted to Local Roads, which have 70 feet of right-of-way width, and Figures A.12 – A.13 are devoted to Local Subdivision Streets, which have either 50 feet of right-of-way (for curb & gutter streets) or 70 feet of right-of-way (for ditch section streets). The distinct separation of cross-sections between the two thoroughfare types, thus creating an additional third section, was suggested at the January 16<sup>th</sup> RPC meeting.

**JUSTIFICATION**

The proposed text amendments will better suit the long-term growth goals within Warren County. With this amendment departments can utilize the plan on a frequent basis when planning Warren County's future. The proposed document serves as an update to the current Warren County Official Thoroughfare Plan document.

EXHIBIT A - SECTION 3 AMENDMENTS

FIGURE 3.2 - Functional Classifications: Northwest Area

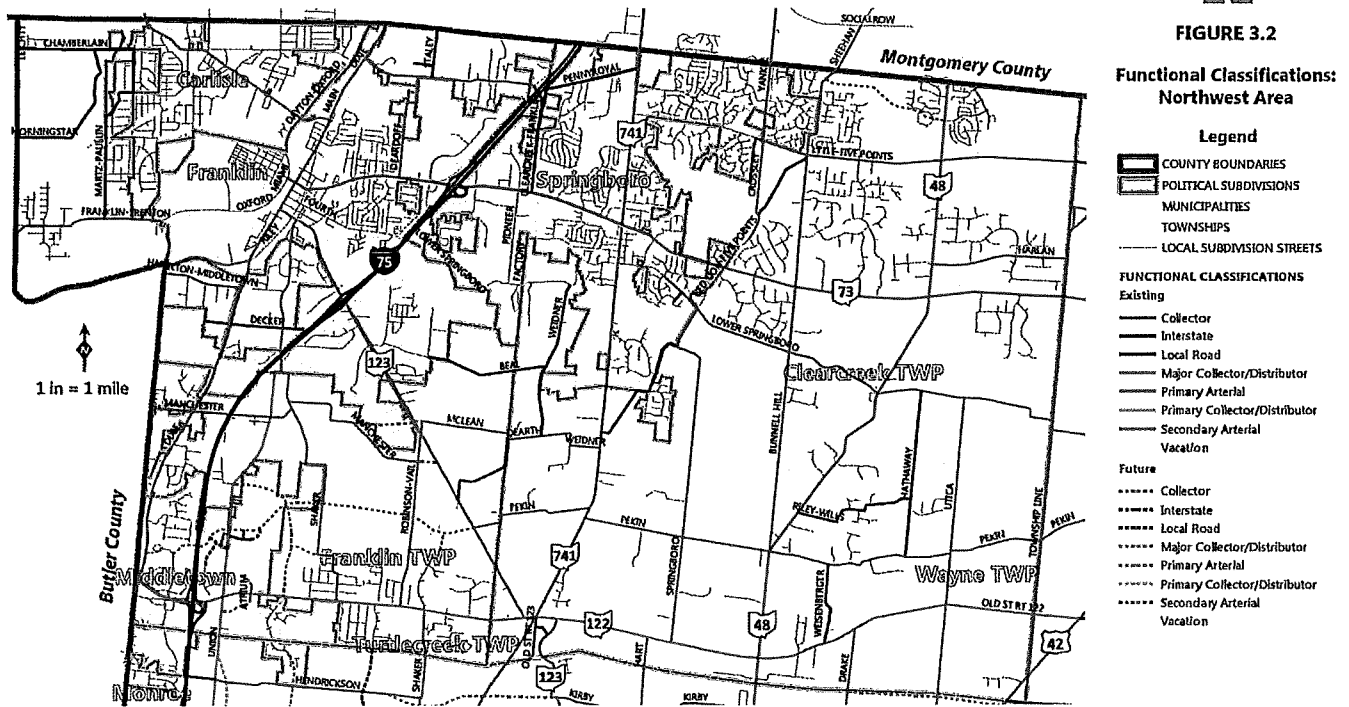


FIGURE 3.3 - Functional Classifications: Northeast Area

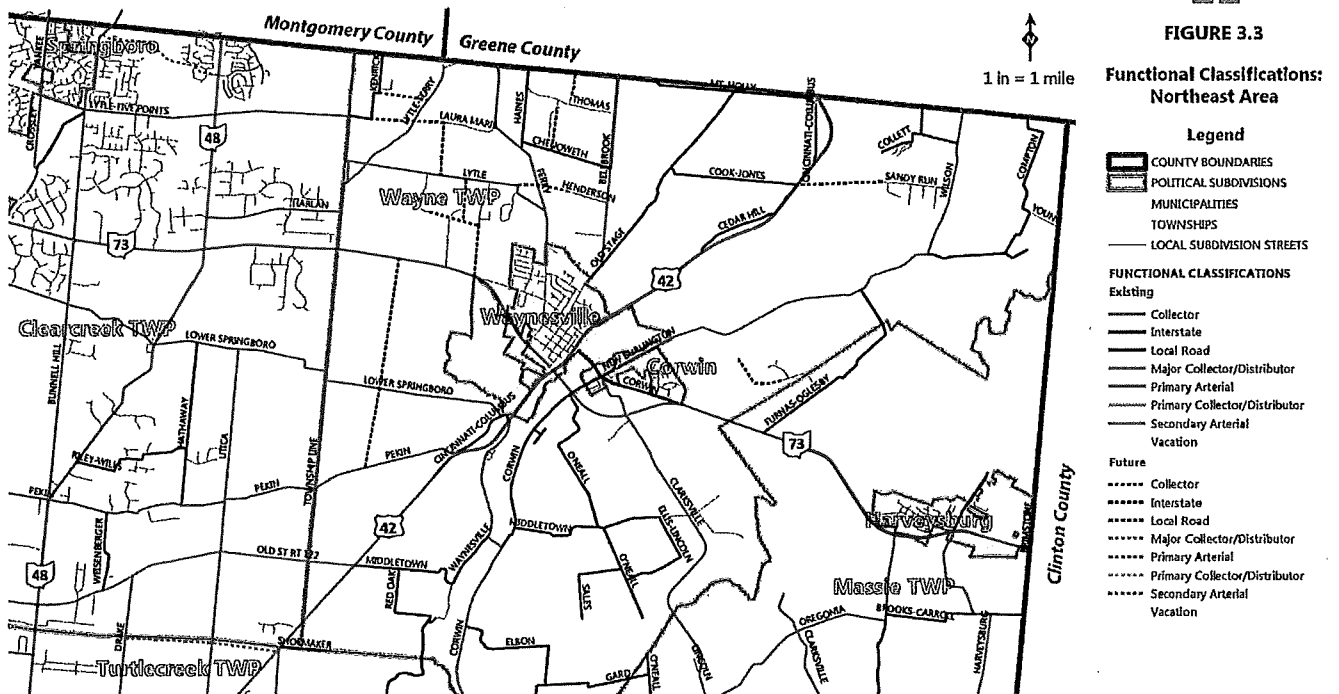


FIGURE 3.4 – Functional Classifications: West Area

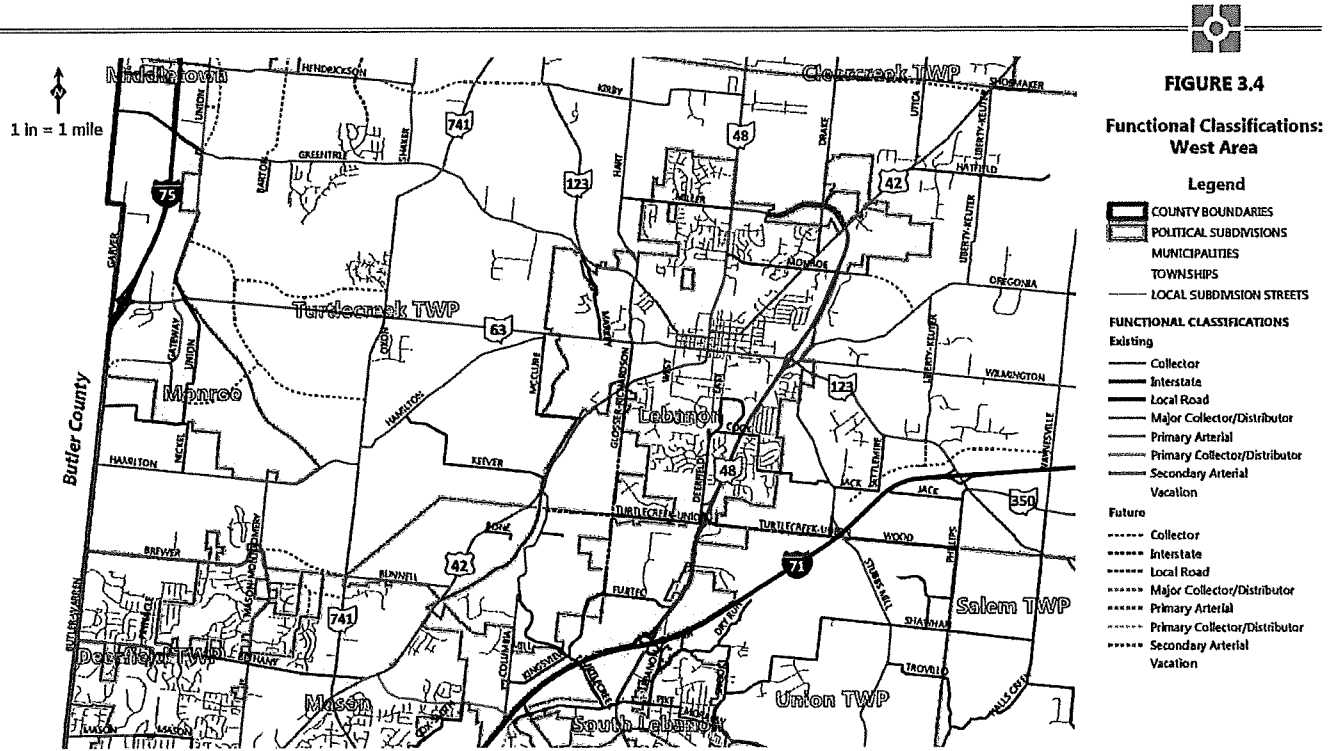


FIGURE 3.5 – Functional Classifications: East Area

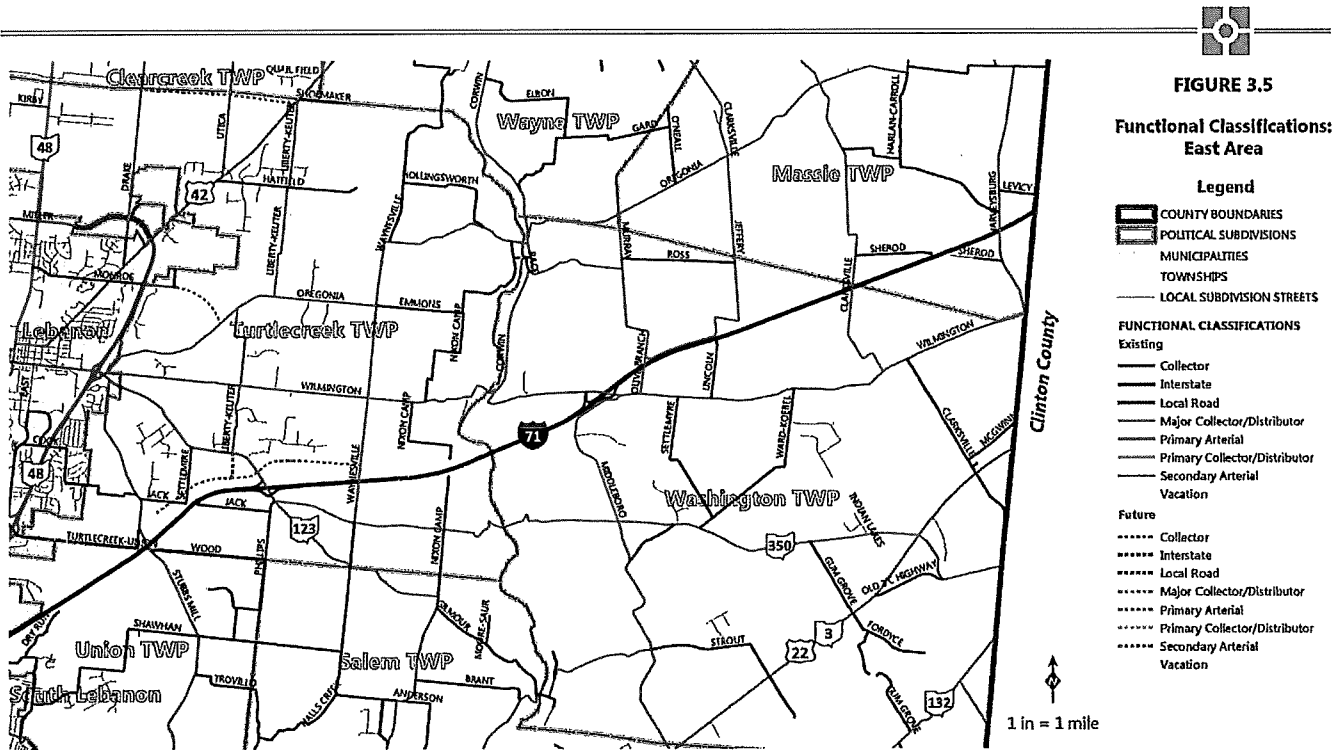


FIGURE 3.6 – Functional Classifications: Southwest Area

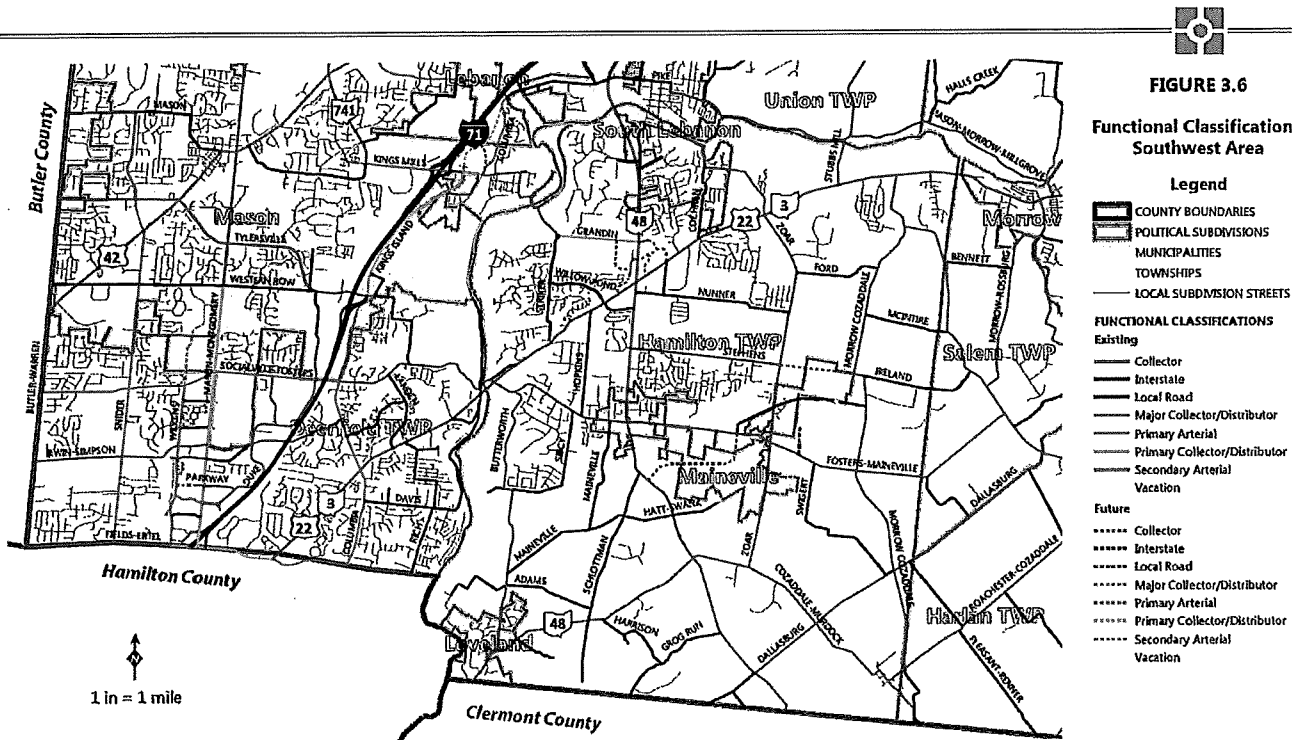
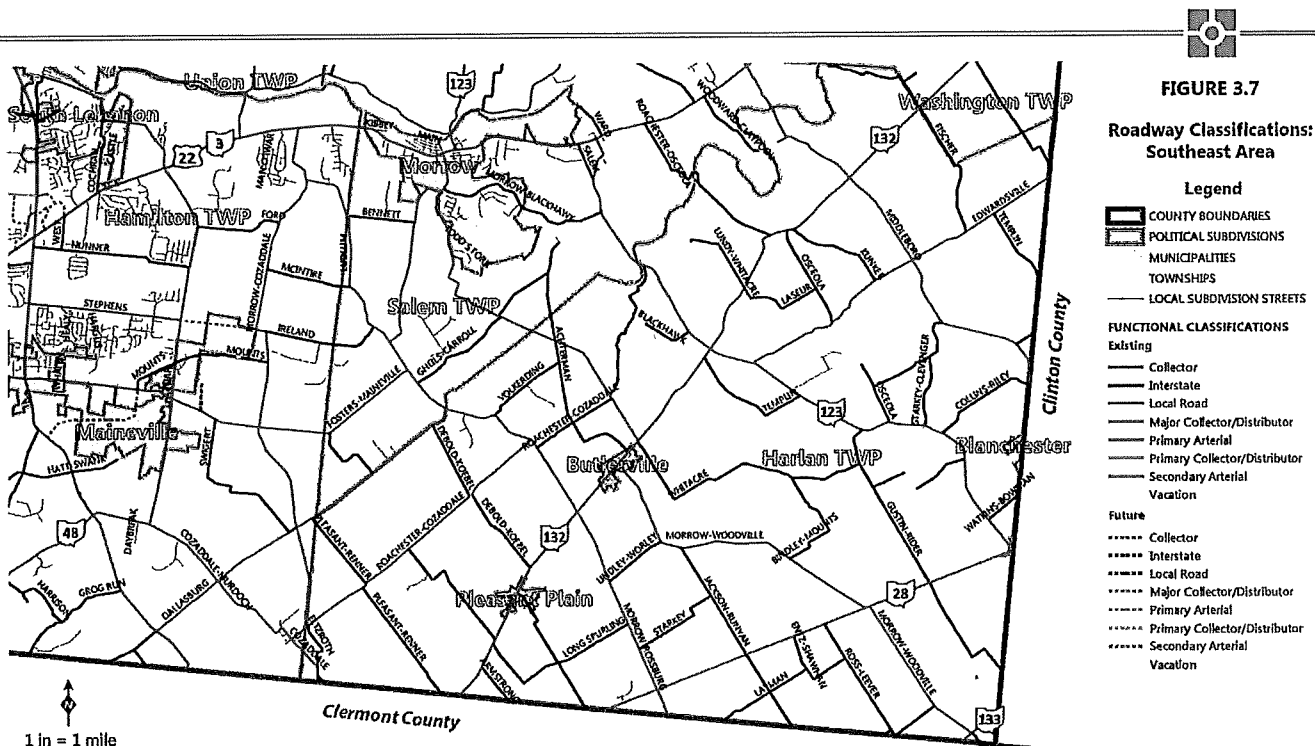
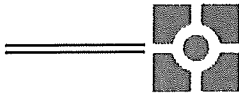


FIGURE 3.7 – Functional Classifications: Southeast Area







## SECTION 4 Future Roadway Improvements/Extensions/Alterations

### Future Roadway Improvements/Extensions/Alterations

The Thoroughfare Plan's future roadway improvements/extensions/alterations are comprised of the future roads represented by the lines labeled as "future" on the Thoroughfare Plan Functional Classification Maps previously shown in Section 3, and the improvements listed in this Section (below):

- Future Improvement from the I-71/SR 123 Area Plan (this is in addition to what is shown on the Classification Maps in Section 3)

A new collector road providing access to the parcels in the northwest quadrant of the interchange. Said road will connect to the Future East-West Collector shown on the Functional Classification Map between SR 123 and Waynesville Road.

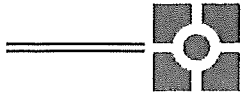
- Future Improvement from Gateway Plan - West: Union Road (this describes what is shown on the Classification Maps in Section 3)

Re-route Union Road between Greentree Road and north of Hendrickson Road as a Major Collector/Distributor, to the east of the existing Union Road. Vacate portions of the existing Union Road between Woodwind Court and Greentree Road, and north of Hendrickson Road. Downgrade portion of existing Union Road with fronting single-family lots as a Local Road. Construct a Local Road connector between this segment of Union Road and the future Union Road.

- Southwest Warren County Transportation Improvements shown in Appendix B.
- Robinson-Vail @ SR 123 - Cul-de-sac Robinson-Vail Road south of SR 123
- Wilkens Blvd. (Major Collector/Distributor) - Socialville-Fosters Road to Mason Corp.
- Waterstone Boulevard (Enhanced Urban Collector) - Connection to Duke Blvd.
- Collector Road - SR 48 to Bunnell Hill Road



- Manchester Road (Collector) - Robinson Vail to SR 123
- Wilson Farm Boulevard (Collector) - Wilson Farms Subdivision to SR 123
- Collector Road - Shaker Road to Robinson-Vail Road
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- Hendrickson Road (Collector) - Shaker Road to SR 123
- Monroe Road (Collector) - Existing terminus to Oregonia Road
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- Brewer Road (Collector) - Mason-Montgomery to SR 741 (Note 1)
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- Local Road - Stotler 1 Subdivision to Fosters-Maineville (Note 2)
- Grandin Road (Collector) - SR 48 to US 22/SR 3
- Hoptown Roadway Network (Collector Roads) - Between Grandin Road/Grandin Road extension and US 22/SR 3
- Turtlecreek Union Road (Collector) - Between existing terminus west of Stubbs Mill Road, east of SR 48
- Collector Road - Beginning at Bethany Road opposite Melampy Creek Lane, extending north to a point even with Isleworth Lane (Crooked Tree Meadows) and Palmetto Court (Cherry Brook), combined with an east-west local class street connecting same. A portion of Pinnacle Lane shall be vacated and a cul-de-sac installed just north of Bethany Road (as shown on the Record Plat) at the time Melampy Creek Lane (north/south) and an east/west local street is installed on the Gilbert property to connect the Cherry Brook subdivision and the Crooked Tree Meadows subdivision to Bethany Road. This will be completed in order to



eliminate the Pinnacle Lane and Bethany Road intersection.

- Collector Road - Beginning at the northern terminus of Windmere Way, extending north to the Turtlecreek Township line, combined with an east-west collector street between Mason-Montgomery Road and SR 741, with an eastern terminus opposite Avalon Trail (in conformance with the Mason Thoroughfare Plan)
- New King Avenue Bridge - Construct a new bridge crossing the Little Miami River that replaces the existing King Avenue Bridge. This is required to improve traffic safety; improve emergency service response times; and maintain good traffic-flow in response to planned growth within the area. The new bridge should be designed to correct major deficiencies including load-carrying capacity; deficient deck geometry; deficient alignment approaching the current bridge; and to improve access for truck-traffic. An underpass for the Little Miami River Trail will also be needed and bike lanes should be added to the bridge. These improvements will directly benefit residents through reduction in travel-times and improved access to employment opportunities, community services, community facilities, and daily needs.
- SR 63 Improvements - Widen and improve SR 63 to five lanes (two travel lanes in each direction with a center turn-lane and/or median). These improvements should be designed to increase safety and reliability, reduce vehicle delay, manage access, and respond to growth in the years to come. Improvements should also be designed to be context-sensitive in relation to future development patterns and pedestrians. The objective is a safe, accessible, attractive, and unique corridor that encourages a culture of walking and biking.

**Notes:**

1. Public improvements to re-align/re-profile Mason-Montgomery Road and Brewer Road necessary with the Brewer Road extension.
2. Potential for Development Assessment

EXHIBIT C – APPENDIX A AMENDMENTS

FIGURE A.11 – Typical Section, Local Road – Residential/Rural (Ditch) [New Title]

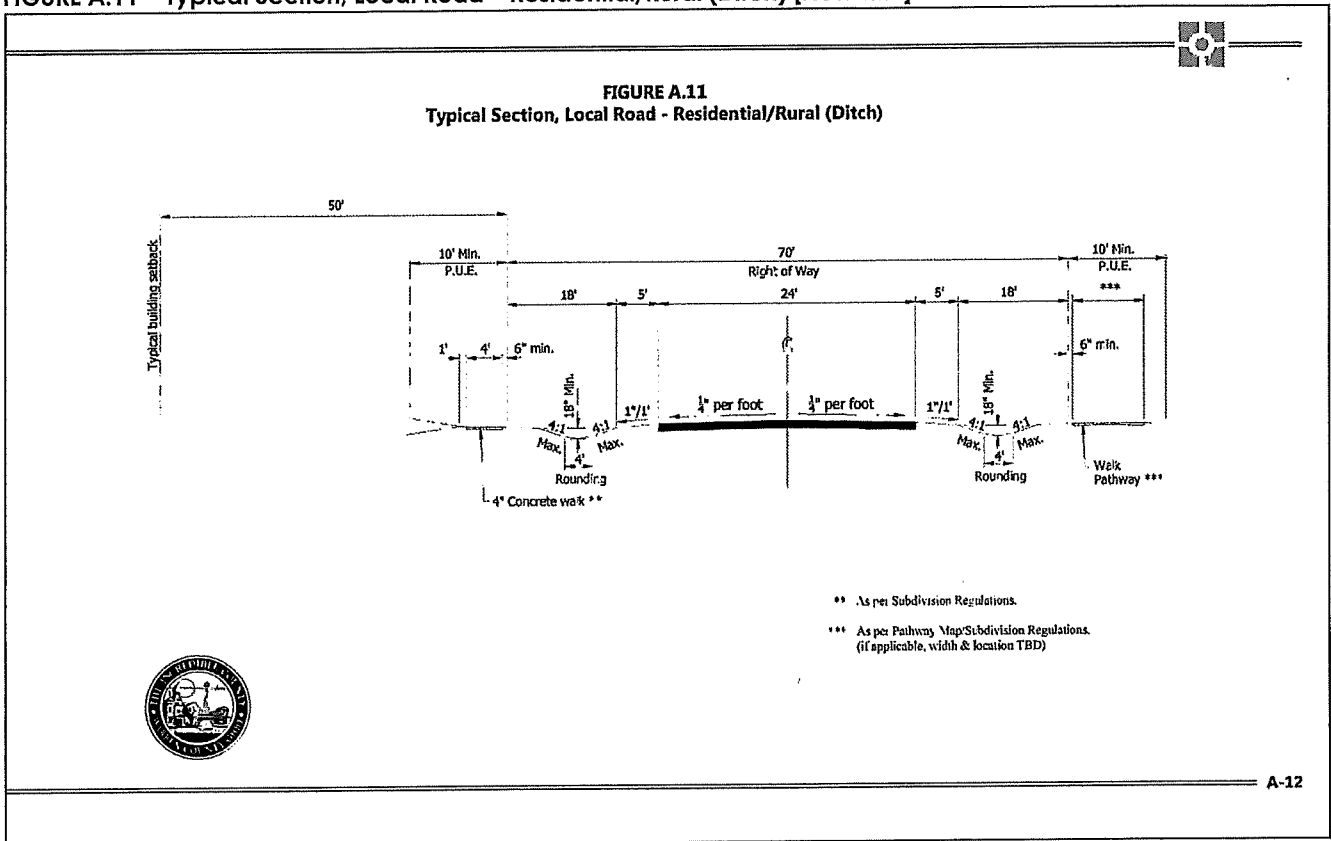


FIGURE A.12 – Typical Section, Local Subdivision Street – Residential/Rural (Ditch) [New Title]

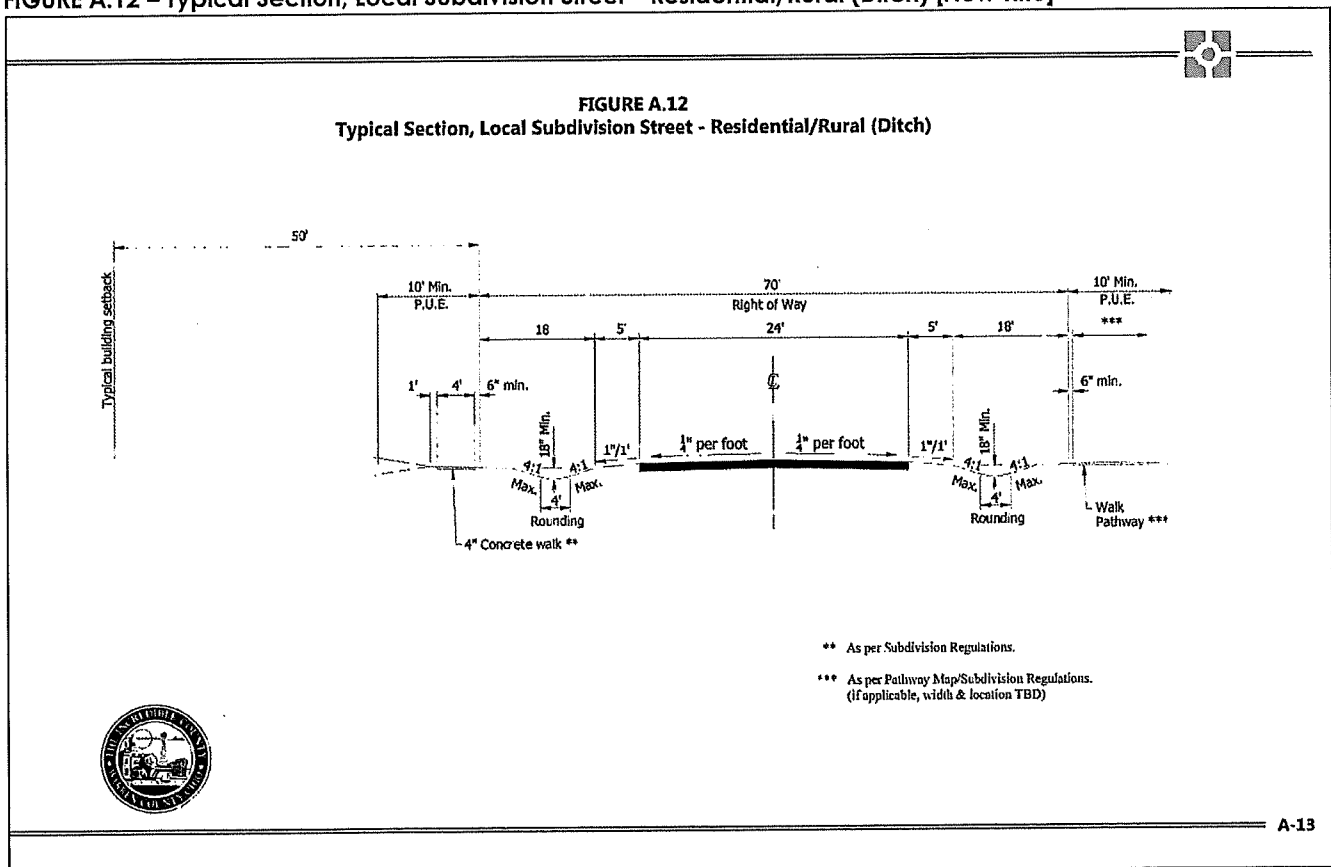
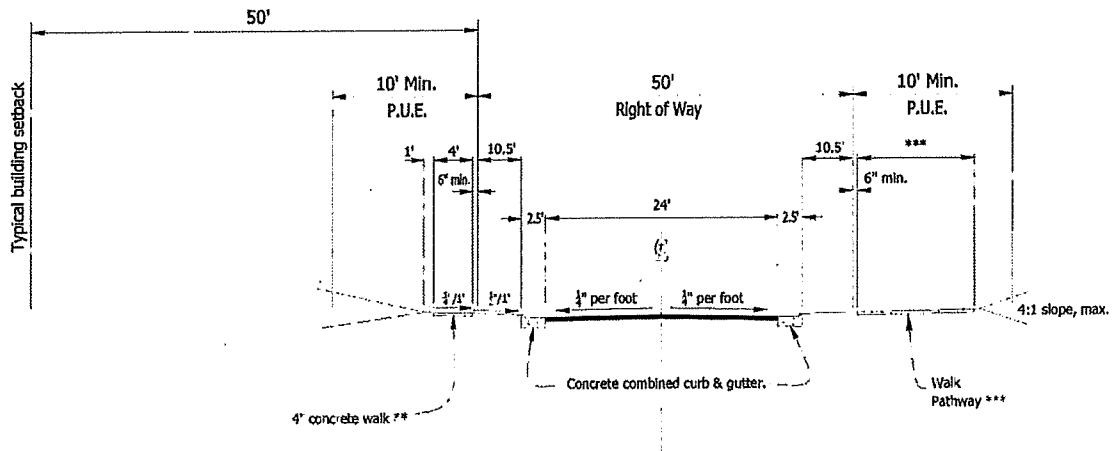


FIGURE A.13 – Typical Section, Local Subdivision Street – Residential/Urban (Curb & Gutter) [New Title]



FIGURE A.13  
Typical Section, Local Subdivision Street - Residential/Urban (Curb & Gutter)



\*\* As per Subdivision Regulations.  
\*\*\* As per Pathway Map Subdivision Regulations.  
(if applicable, width & location TBD)

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

# Resolution

Number 18-0429

Adopted Date March 29, 2018

SET PUBLIC HEARING TO CONSIDER AMENDMENT TO THE WARREN COUNTY COMPREHENSIVE PLAN TO INCLUDE THE TURTLECREEK CROSSROADS PLAN

BE IT RESOLVED, to set the public hearing to consider an amendment to the Warren County Comprehensive Plan to include the Turtlecreek Crossroad Plan; said public hearing to be held April 24, 2018 at 9:30 a.m. in the Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio 45036; and

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

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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

\tao

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

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

# Resolution

Number 18-0430

Adopted Date March 29, 2018

ACCEPT WITHDRAWAL OF ANNEXATION PETITION OF TIMOTHY RUDD, AGENT TO ANNEX 3.089 ACRES TO THE CITY OF MIDDLETOWN

WHEREAS, on March 1, 2018, Timothy Rudd, Agent, filed an annexation petition to annex approximately 3.089 acres to the City of Middletown pursuant to Ohio Revised Code Section 709.023; and

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

NOW THEREFORE BE IT RESOLVED, to accept the withdrawal of the annexation petition of Timothy Rudd, Agent, to annex approximately 3.089 acres to the City of Middletown.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/to

cc: Annexation file  
Agent (trr@braumlaw.com)  
Franklin Township Trustees

# Resolution

Number 18-0431

Adopted Date March 29, 2018

## ACKNOWLEDGE RELEASE OF CLAIMS WITH VERTEX REFINING OH, LLC

WHEREAS, BOCC contracts with Vertex Refining OH, LLC dba Heartland Petroleum, 4001 E. 5<sup>th</sup> Ave. Columbus, Ohio 43219 [hereinafter "Vertex"], to transport and dispose of used oil from the County garage, and pursuant to said contract the County is responsible for the cost of any necessary decontamination of the used oil. Vertex has made a claim of contaminated used oil transported by Vertex from the County garage; and

WHEREAS, upon investigation of the claim and legal analysis, pursuant to R.C. 2744.07(B)(1) BOCC desires to settle the matter with Vertex and pay for the cost of decontamination as described in the invoices attached below in exchange for its release of claims related to decontamination;


NOW THEREFORE BE IT RESOLVED, to remit payment to Vertex Refining OH, LLC in the amount of \$75,511.70 in exchange for a release of claims.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

Tz/

cc: c/a- Vertex Refining OH, LLC  
Garage (file)



**RELEASE OF CLAIMS**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned authorized signatory, for Vertex Refining OH, LLC, who also does business as Heartland Petroleum, 4001 E. 5<sup>th</sup> Avenue, Columbus, Ohio 43219, [hereinafter "Releasor"] does hereby accept the payment of SEVENTY FIVE THOUSAND FIVE-HUNDRED AND ELEVEN DOLLARS AND SEVENTY CENTS (\$75,511.70), as payment in full for damages caused to its collection truck, storage tank, storage containers [hereinafter collectively referred to as "Contaminated Property"], and Releasor's costs to decontaminate and dispose of certain PCB contaminated used oil, rinse material, and clean up debris, all as more particularly described in, and limited to those described in, that certain letter addressed to Ms. Tiffany Zindel, Warren County Administrator, attached hereto as Exhibit A and incorporated herein by this reference (the "Decontamination Costs"). Releasor hereby releases the Warren County Board of Commissioners [hereinafter "Releasees"] from claims for reimbursement of the Decontamination Costs.

In no event is Releasor releasing any other claim against Warren County Board of Commissioners known or unknown to persons and property not described herein.

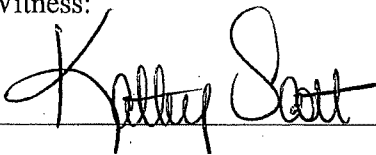
It is understood and agreed that this settlement is the compromise of a disputed claim, and that the payment is not to be construed as an admission of liability on the part of the party or parties hereby released and that said Releasees deny liability on the part of the party or parties hereby released and that said Releasees deny liability therefor and intend merely to avoid litigation by buying their peace.

The undersigned further declare and represent that no promise, inducement or agreement not herein expressed has been made to the undersigned and that this release contains the entire agreement between the parties hereto and that the terms of this release are contractual and not a mere recital.

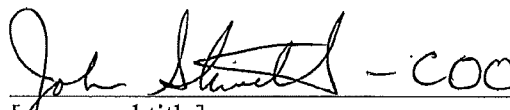
THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT AND IS AUTHORIZED TO SIGN ON BEHALF OF THE RELEASOR, VERTEX REFINING OH LLC.

Signed and delivered this 21 day of March, 2018.

Witness:



Vertex Refining OH, LLC:

  
[name and title]

STATE OF Texas )  
HARRIS COUNTY )

SS:

Before me, a Notary Public in said county and state personally appeared the above-named John Strickland who acknowledged that they did sign the foregoing instrument and the same is their free act and deed. In testimony whereof, I have hereunto set my hand and official seal this 21 day of March, 2018.

Lauri Jann Leger  
NOTARY PUBLIC



[Notary Seal]



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4001 E. Fifth Ave.  
Columbus, OH 43219  
(614) 441-1004

Ms. Tiffany Zindel  
Warren County Administrator  
Warren County  
406 Justice Drive  
Lebanon, OH 45036

RE: Decontamination and Disposal of PCB Contaminated Used Oil

Dear Ms. Zindel,

This letter is to provide Warren County with a summary of the decontamination and disposal completed by Vertex Refining to address receipt of PCB contaminated used oil at our Columbus Re-refinery. The U.S. EPA regulatory requirements for management of PCB contaminated used oil contained in 40 CFR Part 761 were summarized in an email to you on November 22, 2017 along with the planned steps to decontaminate and dispose of the material. The following describes the work actually completed, and any differences from the original work plan.

- The collection truck that picked up the PCB contaminated used oil was decontaminated by Veolia Environmental Services on October 21, 2017. Vertex obtained multiple bids from cleanup contractors used by Vertex that are qualified to complete this work and that have the licenses to transport the material to an EPA TSCA PCB permitted disposal facility. Veolia was selected because they were able to schedule the decontamination of the truck in the shortest timeframe and thereby reduce the amount of time the truck was out of service. The PCB contaminated used oil from the collection truck was locked out in a storage tank at our facility pending scheduling and decontamination of the tank. The rinse material from decontamination of the truck was stored in containers on our site until laboratory analyses were received and disposal could be arranged.
- Vertex obtained bids from two cleanup contractors for decontamination of the storage tank and disposal of the PCB contaminated used oil and rinse material from the decontamination of the truck and storage tank. Vertex contracted with EnviroServe for the decontamination, transportation and disposal due to their ability to schedule cleaning of the storage tank quicker and based on competitive pricing. In order to reduce costs by not contaminating multiple tanker trucks, the same tanker truck was used to transport multiple loads of PCB contaminated used oil to the EPA TSCA PCB permitted incinerator in Deer Park, Texas. Attachment 1 is a copy of the manifests for the PCB contaminated used

oil sent to the incinerator. A copy of the certificates of disposal from the incinerator as required by U.S. EPA (40 CFR Part 761.218) is included as Attachment 2.

- Following emptying of the storage tank, the tank was decontaminated by EnviroServe in accordance with EPA regulatory requirements. The final rinse materials were tested by an offsite laboratory to verify the PCB concentration was below regulatory standards. A copy of the analytical results are included in Attachment 3. Although EnviroServe and Vertex originally planned to dispose of the final rinse materials, if test results showed they were below TSCA PCB regulatory levels, as non-PCB contaminated fuel oil, EnviroServe and Vertex were unable to get acceptance into an industrial furnace (cement kiln) to burn the oil for energy recovery due to their concerns over the origin of the fuel oil as having been used to decontaminate PCB contaminated material. Therefore, the rinse materials were also transported to the Clean Harbors incinerator in Deer Park, Texas.
- Lastly, two drums of cleanup debris (PPE, absorbent pads, contaminated wipes) were generated from the decontamination activities. These were required to be disposed of at an EPA TSCA permitted facility.

A summary of the costs of the decontamination and disposal is provided below. Attachment 4 is a copy of the Veolia invoice and the EnviroServe work orders. All of the EnviroServe invoices have not been received but EnviroServe has indicated that they will not be invoicing us more than the amounts stated on the work orders. Therefore, the costs below represent all of the costs for the decontamination and disposal. We will provide you with copies of the final invoices once they are received.

1. Decontamination of the collection truck by Veolia Environmental Services (see Attachment 4 - Veolia invoice) -	\$6,465.79
2. Loading of tanker truck, transportation and disposal of PCB contaminated used oil at Clean Harbors Deer Park, TX incinerator, November 27 - December 2, 2017 (see Attachment 5 – EnviroServe work order 222125) -	\$22,585.00
3. Loading of tanker truck, transportation and disposal of PCB contaminated used oil at Clean Harbors Deer Park, TX incinerator, December 8 - 15, 2017 (see Attachment 5 - EnviroServe work order 222126) -	\$20,818.50
4. Decontamination of storage tank including pressure washing, sediment removal, and triple rinse on December 18, 2017 (see Attachment 5 - EnviroServe work order 222272) -	\$3,889.91
5. Transportation and disposal of rinse material at Clean Harbors Deer Park, TX incinerator, December 18 - 30, 2017 (see Attachment 5 – EnviroServe work order 222274) -	\$20,327.50



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6. Disposal of two 55 gallon drums of cleanup debris. Work order and invoice not yet provided. Estimated cost from EnviroServe -	\$1,500.00
Subtotal:	<u>\$75,586.70</u>

If you have any questions or would like to discuss any of the information in this letter, please contact me at (312) 925-1384, or jeffb@vertexenergy.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeffrey S. Bard'.

Jeffrey S. Bard  
Director, EH&S

Enclosures: Attachment 1 – Manifests for material transported to disposal facility  
Attachment 2 – Certificates of Disposal  
Attachment 3 – Laboratory Analytical Results of Rinse Material Samples  
Attachment 4 – Veolia Invoice  
Attachment 5 – EnviroServe Work Orders

cc: J. Snedegar, Heartland Petroleum  
K. Snider, Vertex Refining OH, LLC  
C. Hanna, Vertex Refining OH, LLC

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

# Resolution

Number 18-0432

Adopted Date March 29, 2018

APPROVE AND AUTHORIZE PRESIDENT OF THE BOARD TO SIGN OHIO COMMUNITY REINVESTMENT AREA PROGRAM PETITION FOR AREA CERTIFICATION RELATIVE TO THE CREATION OF THE COMMUNITY REINVESTMENT AREA WITHIN HAMILTON TOWNSHIP

BE IT RESOLVED, to approve and authorize the President of the Board to sign an Ohio community Reinvestment Area certification relative to the creation of the Community Reinvestment Area within Hamilton Township; said certification attached hereto and made a part hereof.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: Economic Development (file)  
Hamilton Township file

**PURSUANT TO OHIO REVISED CODE SECTIONS 3735.65 ET SEQ., APPLICANTS SHALL PROVIDE THE FOLLOWING INFORMATION: (Completion of ALL questions is required)**

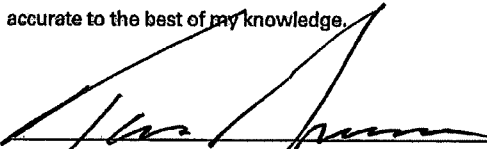
1. Name of proposed Community Reinvestment Area (CRA):
2. Applicant:
a. Name <sup>2</sup> :
b. Address:
c. County (if municipal applicant):
d. Chief Executive of Applicant:
3. Designated Housing Officer <sup>3</sup> :
a. Name/Title:
b. Organization:
c. Address:
d. Email <sup>4</sup> :
e. Telephone Number:
f. Fax Number:
4. Total population of the municipality or township applicant:
5. Total population for the proposed CRA:
6. Total number of residences in the proposed CRA:

7. If the applicant has any other active CRAs, attach a listing of each CRA including the name, date of creation, and date of any and all amendments. Additionally, attach a map of the applicant's jurisdiction showing all active CRAs. If the proposed CRA will combine multiple pre-existing CRAs, will excise territory out of an existing CRA, or will otherwise cause an existing CRA to cease to exist, provide the name, date of creation, and date of any and all amendments of such CRA(s).  
**Label this as "Attachment A."**
8. Attach a copy of the housing survey<sup>5</sup> documenting the finding that the area designated as the CRA "...is one in which housing facilities or structures of historical significance are located and new housing construction and repair of existing facilities or structures are discouraged." The survey must provide both a statement of general conditions of the area as well as specific locations and conditions fulfilling the standard set forth within ORC § 3735.65(B). Housing surveys often include supplemental information such as pictures or local building department records that support the findings.  
**Label this as "Attachment B."**
9. Attach a certified copy of the local legislative authorization, which may be either an ordinance or resolution that authorizes the creation of this CRA<sup>6</sup>. The proper authority must certify each ordinance/resolution. **Label this as "Attachment C."**
10. Attach evidence that the local legislation was published in a newspaper of general circulation once a week for two consecutive weeks immediately following its adoption per ORC Section 3735.66. **Label this as "Attachment D."**

1. This form should be used for both the creation of new CRAs as well as the amendment of pre-existing CRAs.  
 2. Only municipal corporations or counties, acting on behalf of townships, may enact Community Reinvestment Areas. See ORC § 3735.66.  
 3. The CRA Housing Officer is responsible for the local administration of the program. The CRA Housing Officer typically is, but is not required to be, an employee of the enacting political subdivision.  
 4. The Ohio Development Services Agency uses email to distribute important annual report information and bulletins.  
 5. A Housing Survey is required pursuant to ORC § 3735.66. A sample housing survey can be found on the Ohio Development Services Agency's CRA page at: [http://development.ohio.gov/files/bs/SHS\\_youngstown.pdf](http://development.ohio.gov/files/bs/SHS_youngstown.pdf)  
 6. This resolution or ordinance should be from the applicant. Boards of Township Trustees frequently do pass resolutions of support when its county enacts a CRA on their behalf, but such resolution or ordinances of support are not required.

11. Attach a map(s) of the proposed CRA which clearly outlines:
  - a. The boundary of the local legislative authority' Label this as "Attachment E-1";
  - b. The boundary of the proposed CRA Label this as "Attachment E-2";
  - c. The current zoning map<sup>8</sup> Label this as "Attachment E-3";
  - d. Existing major industries (only required if the CRA is permitted to consider industrial/commercial projects) Label this as "Attachment E-4";
  - e. Vacant land available for development Label this as "Attachment E-5"; and
  - f. The boundary of all school districts affected by the CRA Label this as "Attachment E-6."
12. Attach a written description of the proposed CRA boundary (not a legal description). Examples should include street boundaries or parcel numbers. The description must conform to the information on the map of the proposed CRA depicting the boundary. Label this as "Attachment F"
13. School District/Board of Education Participation:
  - a. Identify each Board of Education with jurisdiction within the area designated as the proposed CRA. Label this as "Attachment G."
  - b. Attach evidence that each Board of Education listed in Attachment G has been informed of the CRA program requirements as well as their rights to: 1) notice of exemptions; 2) review/approval authority for commercial/industrial agreements; 3) meeting requests; and 4) income tax sharing. (The Ohio Development Services Agency suggests a certified letter to the President of the Board of Education.) Label this as "Attachment H-1."
  - c. Proposed CRAs within municipalities that levy a municipal income tax should consider developing a procedure in conjunction with the Board of Education(s) to allow for income tax sharing on projects. Attach a copy of the procedure, if one exists. This requirement applies only to city, local, or exempted village school districts and not to joint vocational school districts<sup>9</sup>. Label this as "Attachment H-2."
  - d. Outline involvement of Board of Education in the CRA program and any negotiated revenue sharing agreements with the applicant. (Optional – Board of Education Resolution) – Label this as "Attachment H-3."
14. Attach a list of contact people including the name, title, address, and phone numbers for the following<sup>10</sup>:
  - a. The county auditor;
  - b. The township clerk and trustees for each participating township;
  - c. All county commissioners (for county-designated areas);
  - d. The city/village, mayor/CEO, or administrator for each participating municipality;
  - e. The superintendent, or other authorized official, of each school district listed in requirement 13a of this petition;
  - f. The state representative(s) for the territory covered by the proposed CRA; and
  - g. The state senator(s) for the territory covered by the proposed CRA. Label this as "Attachment I."

This petition is authorized to be submitted to the Ohio Development Services Agency. All information contained herein is accurate to the best of my knowledge.

  
 Signature Municipal/CEO/President  
 of the Board of County Commissioners

3/29/18  
 Date:

Ohio Development Services Agency  
 (800) 848-1300  
[www.development.ohio.gov](http://www.development.ohio.gov)

7. If a county is the applicant, this map should only be of the affected township.
8. Participating Jurisdictions are required to supply an updated zoning map when zoning changes occur on parcels within the CRA. See ORC §3735.66 (5th ¶).
9. For more information about Joint Vocational School District rights, please see Ohio Attorney General's Opinion 2000-030. This is available at: <http://www.ohioattorneygeneral.gov/getattachment/06fab61d-49dd-4a85-b5d1-1a1c9469a3a9/2000-030.aspx>
10. If the Ohio Development Services Agency confirms the findings for the proposed CRA, the original confirmation of findings will be sent to the CRA Housing Officer. Each of the people listed in Attachment I (if applicable) will receive notification as well.



# Resolution

Number 18-0433

Adopted Date March 29, 2018

APPROVE SHORT TERM PUBLIC USE APPLICATION/AGREEMENT FORM FOR USE OF SPACE WITHIN OHIOMEANSJOB BUILDING LOCATED AT 300 E. SILVER STREET IN LEBANON, OHIO, AND SPECIFY THAT PUBLIC USE OF SPACE MAY TAKE PLACE ONLY AT SPECIFIC TIMES WHEN THE IDENTIFIED SPACE IS NOT NEEDED FOR USE BY TENANT(S) OF THE BUILDING OR OTHER ROUTINE GOVERNMENT PURPOSES

WHEREAS, this Board owns the building located at 300 E. Silver Street in Lebanon, Ohio and occasionally has requests for short term use of specific space within the building when the specific space is not in use by Warren County government, boards, and agencies; and

WHEREAS, in conjunction with Warren County Facilities Management, a nominal fee has been determined to offset the costs associated with processing the applications, maintaining a schedule of events, furnishing certain equipment, providing after-hours access to the facility, for staff providing supervision of the building for security purposes during the period of usage, and to re-secure the facility at the close of the event.

NOW THEREFORE BE IT RESOLVED, to approve the attached Temporary Public Use Application /Agreement form and the specification that space usage may take place only at specific times when the identified space is not needed for routine government uses by the tenants of the building, or other Warren County government boards and agencies.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners' file  
OhioMeansJobs (file)  
Facilities Management (file)  
Policy file

## TEMPORARY PUBLIC USE APPLICATION AND AGREEMENT

OhioMeansJobs Warren County  
300 E. Silver Street  
Lebanon, Ohio 45036

Welcome to OhioMeansJobs Warren County (OMJWC). Please complete this form in order to apply for and schedule temporary use of the Young Room, Jones Room or classroom space

Person making request \_\_\_\_\_ Date of request \_\_\_\_\_

Person's Address \_\_\_\_\_ City \_\_\_\_\_

Person's Telephone # \_\_\_\_\_

Name of Organization: \_\_\_\_\_ Telephone# \_\_\_\_\_

Organization's Address: \_\_\_\_\_

Date of event; \_\_\_\_\_ Time \_\_\_\_\_ to \_\_\_\_\_

Equipment Needed \_\_\_\_\_ Number Attending \_\_\_\_\_

### **Conditions of Facility Usage:**

The person making the request is responsible for making sure that order is maintained and the following conditions are met:

- The Young Room, Jones Room, classrooms and designated common areas of 300 East Silver Street are available for temporary public use for events between the hours of 5:00 PM and 9:30 PM, upon completion of this application and deposit of use and security fees.
- The entire OMJWC facility is smoke-free. Smoking must take place only outdoors, at least 50' from all doorways.
- All equipment and / or meeting room furniture must be returned to its original location after completion of the event.
- Use of equipment must be requested in advance of the meeting date. Training on equipment may be requested. Training must take place during the normal business hours of 8:00 AM and 5:00 PM.
- The person making the request will make restitution for all losses and damages occurring in the facility before, during, and immediately after the use of the facility.
- If the kitchenette is used, it will be cleaned by renter after use. OMJWC does not provide cleaning supplies or equipment.
- Scheduling of the facility must be coordinated with OMJWC to assure that County personnel are available to be on-site during use.
- Rented space may not be used for any illegal purpose or in a manner that discriminates against any person or groups because of race, age, gender, nationality or religion.
- Please make any cancellations 24 hours in advance. Failure to do so will result in forfeiture of rental payment and may jeopardize your right to future use of facility space.
- Payment must be made in advance. Checks are payable to OhioMeansJobs Warren County.

- All entrances to the building are locked after 5:00 PM and on weekends/holidays with the exception of the entrance off the parking lot at the rear of the building.
  - Vending machines are located on the main floor near the East Street entrance
- There is a pay phone available on the main floor in the lobby area across from the reception area.
- There is no copier available after 5:00 PM, weekdays.
  - Restrooms are located outside the Young Room toward Silver Street.
  - If you have any questions or concerns regarding the use of the OMJ-WC facility, contact Matt Fetty, Ohio Means Jobs, at 513-695-3032 or Warren County Facilities Management, 513-695-1463.
  - If using the facility outside of regular business hours, the renter may be issued an access ID badge for ease of entry/exit and identification. The badge would be activated for use during the scheduled event time only. Please contact Facilities Management for issuance of a badge, 513-695-1463.

The person(s)/organizations renting OMJ-WC facility space shall indemnify, hold harmless and defend Warren County, the Warren County Board of Commissioners, its officers, employees and agents from every kind of claim, demand, suit or action arising from or related to the use of the OMJ-WC facility by renter, its officers, employees, agents, licensees, invitees and guests .

Payment: See attached schedule of payment.

BY YOUR SIGNATURE BELOW, YOU ATTEST THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS STATED ABOVE AND THAT YOU WILL REQUIRE ALL PERSONS USING THE FACILITY PURSUANT TO YOUR RENTAL OF SPACE TO FOLLOW THESE REQUIREMENTS AS A CONDITION OF USE OF THE FACILITY.


RENTER:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

ACCEPTED BY OMJ-WC:

\_\_\_\_\_ Date: \_\_\_\_\_  
 Title

APPROVED AS TO FORM  
  
 Keith W. Anderson  
 Asst. Prosecuting Attorney

## **Rates for Jones Room and Young Room**

Week Days - 5 PM to 9 PM

Young Room \$40.00 per hour.

Jones Room \$30.00 per hour.

Weekends & Holidays

Young Room \$50.00 per hour.

Jones Room \$40.00 per hour.

Fees are waived for Warren County agencies/offices. Space availability is first come/first serve and dependent upon OMJ-WC staff availability for supervision. If the entire building is being requested for rental, please direct your inquiry to Matt Fetty, OMJ-WC, for negotiated rates and terms.

The above rates are effective 3-9-18.

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

# Resolution

Number 18-0434

Adopted Date March 29, 2018

APPROVE WIOA MONITORING AGREEMENT WITH ROBERT J. HAAS, FOR THE  
AREA 12 WORKFORCE DEVELOPMENT BOARD

WHEREAS, the Area 12 Workforce Development Board requests that the Warren County Board of Commissioners enter into an agreement with Robert J. Haas, 847 Lakeland Dr. Westerville, OH 43081-4200 (hereafter "Provider"); and

NOW THEREFORE BE IT RESOLVED, that the Board of Warren County Commissioners does hereby approve and shall execute an agreement with the Provider in order to secure the aforesaid services in furtherance of the agreement the Board authorizes expenditures of \$5,516. Copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

nc/

cc: c/a – Robert Haas  
Area 12 WIB (file)

## CONTRACT FOR PROFESSIONAL SERVICES

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This Agreement is entered into, by and between the **Board of Commissioners of Warren County, Ohio (hereinafter referred to as "County")**, on behalf of the **Workforce Investment Board Butler | Clermont | Warren located at 406 Justice Drive, Lebanon, Ohio 45036, (hereinafter referred to as "WIBBCW")** for WIOA Workforce Monitoring Services with **Robert J. Haas, 847 Lakeland Drive, Westerville, Ohio 43081-4200, (hereinafter referred to as "the Contractor")**.

In consideration of promises herein below delineated, the parties do hereby agree as follows:

1. The County, on behalf of WIBBCW, retains the Contractor for the amount not to exceed \$5,516 to provide programmatic monitoring reviews of the Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker, and Comprehensive Case Management Employment Program (CCMEP) Youth services provided through the OhioMeansJobs Centers in Butler, Clermont and Warren Counties. As part of the monitoring, the WIBBCW also wants to secure programmatic feedback regarding WIOA services provided to business customers.
2. The Contractor agrees to utilize the Internal Revenue Services (IRS) standard mileage rate reimbursement. The Contractor also agrees to utilize the U.S. General Services (GSA) Per Diem Rate for Ohio, to include maximum lodging costs, as well as meals and incidental expenses. The Contractor shall provide verification of all the miles traveled, lodging expenses and meals, and incidental expenses along with each invoice submitted for payment.
3. The Contractor represents that it has sufficient training, expertise, staffing and experience to professionally provide the monitoring services.
4. The Contractor has a standardized process for consistent review of each sub-recipient's program operations, including OMJ Center management, that is compliant with federal and state laws and regulations, as well as WIBBCW Policy 12-200: Monitoring and Oversight.
5. The Contractor will conduct an initial interviews with staff from the county OMJ offices as indicated in the proposal which is included in attachment B.
6. Both the Contractor and WIBBCW staff will work, in accordance, to review randomly selected case management files for WIOA Adult, Dislocated and CCMEP. The Contractor agrees to provide monitoring guidance to WIBBCW staff on the process of reviewing case management files.
7. The Contractor agrees to review, at minimum, ten (10) case files for WIOA Adult and Dislocated files. Of the ten case files, four (4) case files will be pulled from Butler, Three (3) case files from Clermont and Three (3) case files from Warren County.
8. The Contractor agrees to review, at minimum, ten (10) CCMEP WIOA files. Of the ten case files, four (4) case files will be pulled from Butler, Three (3) case files from Clermont and Three (3) case files from Warren County.

9. ~~The Contractor will a randomly choose WIOA Adult, Dislocated Worker and CCMEP cases for the WIBBCW staff to review from each of the three counties. Out of the cases chosen for the purpose of WIBBCW staff to review, the Contractor will provide guidance for reviewing one (1) Adult case file, one (1) Dislocated Worker Case File and one (1) CCMEP case file. After guidance was provided, WIBBCW staff will conduct reviews of the remaining cases on their own.~~
10. The Contractor will interview a minimum of fifteen (15) active business customers representing each of the three counties (i.e., five (5) from each county).
11. WIBBCW will provide a temporary office space and a computer to the Contractor at 406 Justice Drive, Lebanon Ohio 45036 to conduct the monitoring.
12. The Contractor will use the workforce systems of record, Ohio Workforce Case Management System (OWCMS) to cross-check data during the review.
13. The Contractor will provide a written report to the WIBBCW within 30 days of completion of monitoring services. It will clearly identify the sub-recipient, WIOA program, and service location along with any findings, irregularities, observations, needed corrective actions, and due dates for the accomplishment of corrective actions; as well as best practices that may be occurring.
14. The Contractor will complete the on-site monitoring no later than April 30, 2018 and the Contractor will provide its written report to WIBBCW no later than May 30, 2018.
15. The Contractor will make copies of all programmatic monitoring data collected for each program at all sites available to the WIBBCW upon request. Such information includes written notes of feedback received, during participant and business customer interviews.
16. The Contractor will safeguard confidential information and participants' Personal Identifying Information found within the case files as well as any confidential information obtained during business customer interviews.
17. Any modifications to this contract must be in writing and executed by the parties prior to such change actually being effective. There will be no reimbursement for work outside the scope of this contract, or fees and expenses beyond the stated limit in paragraph 3 unless there is an approved written change order.
18. The Contractor agrees to indemnify and hold harmless the County and all its officials, employees and agents as well as the WIBBCW, its officials, employees and agents from any liability arising out of any acts or conduct, whether intentional or negligent, of the Contractor, its officers, employees and agents which may give rise to liability.
19. The Contractor further agrees that, when using equipment or items provided by the County and WIBBCW, the Contractor will operate said equipment or property in a safe and proper manner; that when entering the property or premises owned by the County or using the County's equipment, it will further hold the County harmless from any injury, liabilities or

damages which arise out of the use or misuse of said equipment or which occur while upon said property. The Contractor further agrees to be responsible for the conduct of all of its employees, and will indemnify and hold the County harmless therefrom. Further the Contractor acknowledges that it is an independent contractor, is not an employee of the County and will be responsible accordingly.

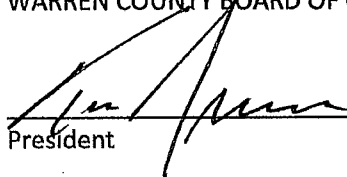
20. The Contractor agrees to comply with all federal, state and local laws, statutes, regulations, ordinances and resolutions during the execution of the contract.
21. As a part of the consideration of this contract, the Contractor represents that it has no outstanding tax liens of any type, real or personal, in the names of the company and /or its officers or partners. Further, the Contractor has made no contributions to County Elected Officials in violation of Chapter 35, Ohio Revised Code.
22. When appropriate, the County reserves the right to require of the Contractor, contractors, sub-contractors or other persons involved in the provision of the services under this contract, appropriate affidavits in accordance with Title 1311 of the Ohio Revised Code and the parties acknowledge that if any contractor, sub-contractor, laborer or material man remains unpaid that the County may, in lieu of payment directly to the Contractor, pay such contractor, sub- contractor, laborer, material man in accordance with the money owed, any balance then being paid directly to the company.
23. In the event that the Contractor fails to perform to the satisfaction of the County and WIBBCW, the County may give, or cause to be given, notices in writing to such Contractor whereupon the Contractor shall have thirty (30) days to remedy said performance. If after thirty (30) days following such notice, the Contractor has failed to remedy the performance to the County and or WIBBCW satisfaction, all rights of the Contractor under this Contract shall thereupon terminate, and services and expenses rendered by the Contractor shall be paid through the date of termination of the contract. The parties further agree, that should the Contractor for any reason breach this contract by failing to complete it, that the Contractor will be paid for services rendered to date less any costs or damages incurred by the Contractor, including re-awarding of the contract or necessary duplication of original work. Compensation shall not exceed the maximum amount of this contract. All work shall be turned over to the WIBBCW in the event of termination of this Contract.
24. This contract shall be construed in accordance with the laws of the State of Ohio and any action on the contract shall be venued in Warren County, Ohio. In the event that any court of competent jurisdiction should determine that any provision of this contract is unenforceable or in any manner illegal, then such provision shall be deemed null and void and this contract shall be interpreted as if such provision had never been included and the exclusion of any such provision shall not be deemed a revocation or nullification of the contract in its entirety.
25. This Contract for Professional Services shall be effective upon date of signature by all parties as indicated on the signature page through June 30, 2018.
26. Any waiver by the County of a breach of this contract shall not be construed as a waiver of any subsequent breach.



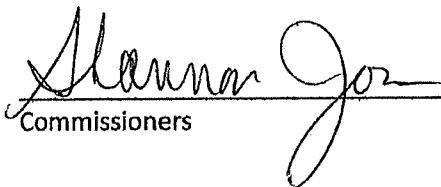
27. The invalidity or unenforceability of any provisions of this agreement shall not affect the validity of the remaining terms and conditions.

IN WITNESS WHEREOF, the parties have executed this agreement on the 29 day of March, 2018

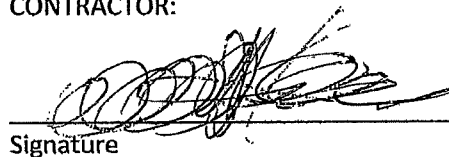
WARREN COUNTY BOARD OF COMMISSIONERS

  
\_\_\_\_\_  
President

Vice President

  
\_\_\_\_\_  
Commissioners

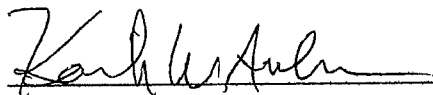
CONTRACTOR:

  
\_\_\_\_\_  
Signature

Owner  
\_\_\_\_\_  
Title

3/9/2018  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_

Keith Anderson, Assistant Prosecuting Attorney

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

# Resolution

Number 18-0435

Adopted Date March 29, 2018

**ENTER INTO CONTRACT WITH INSITUFORM TECHNOLOGIES, LLC FOR THE LANDEN  
SEWER LINING PROJECT**

WHEREAS, pursuant to Res. 18-0364, adopted March 13, 2018, this Board approved a Notice of Intent to Award Bid for the Landen Sewer Lining Project to Insituform Technologies, LLC, for a total bid price of \$68,427.00; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Insituform Technologies, LLC., 17988 Edison Avenue, Chesterfield, MO, for a total contract price of \$68,427.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

EHV

cc: c/a—Insituform Technologies, LLC  
Water/Sewer (file)  
OMB Bid file

**SECTION 00400 - CONTRACT**

THIS AGREEMENT, made this 29 day of March, 2018, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and Insituform Technologies, LLC, 17988 Edison Avenue, Chesterfield, MO, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

**LANDEN SEWER LINING PROJECT**

hereinafter called the project, for the sum of \$68,427.00 (Sixty eight thousand four hundred twenty seven dollars), and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

ADDENDUMS

VOLUME I

SECTION 00040 - INVITATION TO BIDDERS

SECTION 00100 - BID PROPOSAL

SECTION 00120 - EXCEPTION SHEET

SECTION 00130 - BIDDER IDENTIFICATION

SECTION 00200 - GENERAL INSTRUCTIONS TO BIDDERS

SECTION 00220 - NONCOLLUSION AFFIDAVIT

SECTION 00240 - BONDING AND INSURANCE REQUIREMENTS

SECTION 00260 - BID GUARANTY AND CONTRACT BOND

SECTION 00280 - PERFORMANCE BOND

SECTION 00300 - EXPERIENCE STATEMENT

SECTION 00320 - AFFIDAVIT OF NON-DELINQUENCY OF REAL AND/OR PERSONAL  
PROPERTY TAX

SECTION 00340 - EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS, BID  
CONDITIONS, NON-DISCRIMINATION, AND EQUAL EMPLOYMENT  
OPPORTUNITY AFFIDAVIT

SECTION 00360 - FINDINGS FOR RECOVERY AFFIDAVIT

SECTION 00400 - CONTRACT

SECTION 00500 - WAGE RATE DETERMINATION

SECTION 00700 - GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

SECTION 00730 - TECHNICAL SPECIFICATIONS

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and shall complete all work within the following requirements:

- a. Substantial completion shall be completed 60 days from Notice to Proceed.
- b. Final completion, site restoration work complete, and Contract Closeout shall be completed 90 days from Notice to Proceed.

Contractor also agrees to pay as liquidated damages, the sum of \$50.00 for each consecutive calendar day thereafter.

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

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

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorneys fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by CONTRACTOR, its agents, employees, licensees, consultants, or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care in providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants, or subconsultants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

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

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

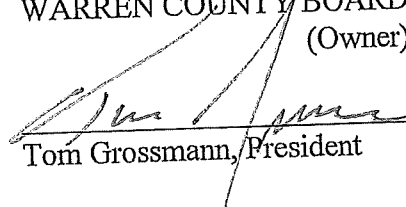
This Contract shall be construed under the laws of the State of Ohio, and the parties hereby stipulate to the venue for any and all claims, disputes, interpretations, litigation of any kind arising out of this Contract being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), as well as waiving any right to bring or remove such matters in or to any other state or federal court.

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

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

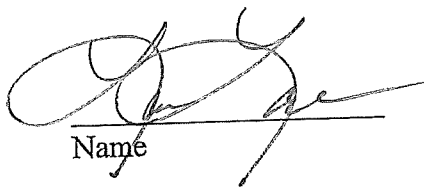
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

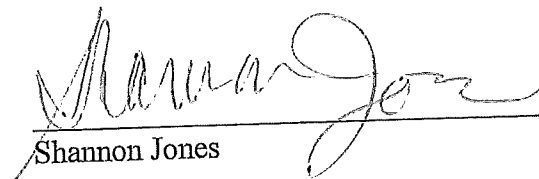
WARREN COUNTY BOARD OF COMMISSIONERS  
(Owner)

  
Tom Grossmann, President

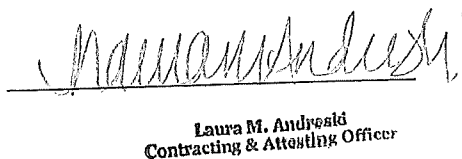
ATTEST:

\_\_\_\_\_  
David G. Young

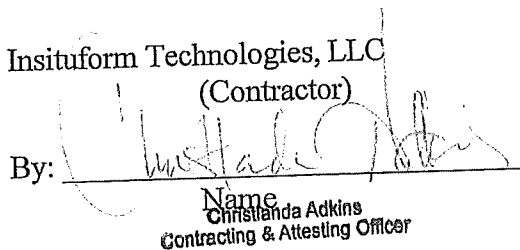
  
Name

  
Shannon Jones

(Seal)  
ATTEST:

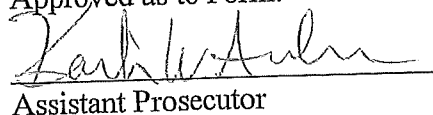
  
Laura M. Andrews  
Contracting & Attesting Officer

Insituform Technologies, LLC  
(Contractor)

By:   
Name  
Christanda Adkins  
Contracting & Attesting Officer

\_\_\_\_\_  
Title

Approved as to Form:

  
Assistant Prosecutor

# Resolution

Number 18-0436

Adopted Date March 29, 2018

ENTER INTO A RIGHT-OF-ENTRY AGREEMENT WITH OHIO DEPARTMENT OF NATURAL RESOURCES (ODNR) FOR THE KING AVENUE BRIDGE #282-0.97 OVER LITTLE MIAMI RIVER IMPROVEMENTS PROJECT

WHEREAS, in order to improve the public safety of King Avenue and Grandin Road a bridge replacement and roadway improvements are to be constructed, and it is necessary to enter onto the properties, parcel #16-12-452-004 located at King Avenue, Kings Mills, OH 45034 and parcel #16-12-400-009 located at Grandin Road, Maineville, OH 45039 which are both owned by Ohio Department of Natural Resources, Grantor; and

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

1. Remove brush, tree limbs, and trees as necessary to obtain multiple soil borings needed for the design of the project.
2. When weather permits, seed and straw any disturbed area.

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a right of entry agreement with the property owner;

NOW THEREFORE BE IT RESOLVED, to enter into a right-of-entry agreement with Ohio Department of Natural Resources, for the King Avenue Bridge #282-0.97 Over Little Miami River Improvements Project, a copy of which is attached hereto and made a part hereof.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a – ODNR  
Engineer (file)

## **RIGHT OF ENTRY**

A Right of Entry is hereby granted for good and valuable consideration by the Ohio Department of Natural Resources acting by and through its Director pursuant to R.C. 1501.01 (the "Grantor" or "ODNR"), to the Warren County Board of County Commissioners, on behalf of the Warren County Engineer's Office, its representatives, agents, employees, contractors and subcontractors (collectively, the "Grantee"), whose address is 210 West Main Street, Lebanon, Ohio 45036, to enter upon Grantor's property known as Little Miami Scenic River (the "Property") with necessary personnel and machinery for the purpose of removing several trees under ten inches (10") in diameter for the purpose of testing the soil for installation of a new bridge (the "Project"). A detailed description of the Project location is contained in the attached "Exhibit A" which is made a part of this Right of Entry.

It is understood and agreed that this Right of Entry shall be subject to the following terms, conditions and limitations:

1. At least two (2) business days prior to entry, Grantee shall contact Division of Parks and Watercraft.
2. This Right of Entry shall be effective on the date that it is signed by the Director or his designee and may be terminated at any time by ODNR. If not terminated earlier, this Right of Entry shall expire December 31, 2018 or upon completion of the Project, whichever date is earlier. No tree removal or clearing of shrubs shall occur from April 1 to September 30, 2018 in order for Grantee to be in compliance with all the requirements of the Endangered Species Act of 1973.
3. Grantee expressly agrees that any contract between the Grantee and any contractor/subcontractor that authorizes said contractor/subcontractor to perform work on the Project shall expressly state that said contractor/subcontractor shall indemnify and save the State and ODNR, its nominees and assigns, harmless and immune from any and all claims for injury or damages; and all other loss, cost, or expense arising from said contractor/subcontractor's work on the Project and under this Right of Entry.
4. The area impacted by the Project and this Right of Entry shall be restored by Grantee to the satisfaction of Grantor.
5. Obligations of the State of Ohio are subject to the provisions of Section 126.07 of the Ohio Revised Code.

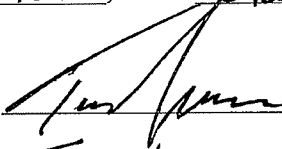


GRANTOR  
Ohio Department of Natural Resources

\_\_\_\_\_  
Gary Obermiller, Acting Chief  
Division of Parks and Watercraft  
Designee For:  
James Zehringer, Director

\_\_\_\_\_  
Date

GRANTEE  
Warren County Board of County  
Commissioners, pursuant to Resolution  
No. 18-0436, dated 3/29/18

Signature: 

Print Name: Tom Grossmann

Print Title: President

Date: 3/29/18

APPROVED AS TO FORM:

DAVID P. FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

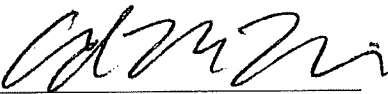
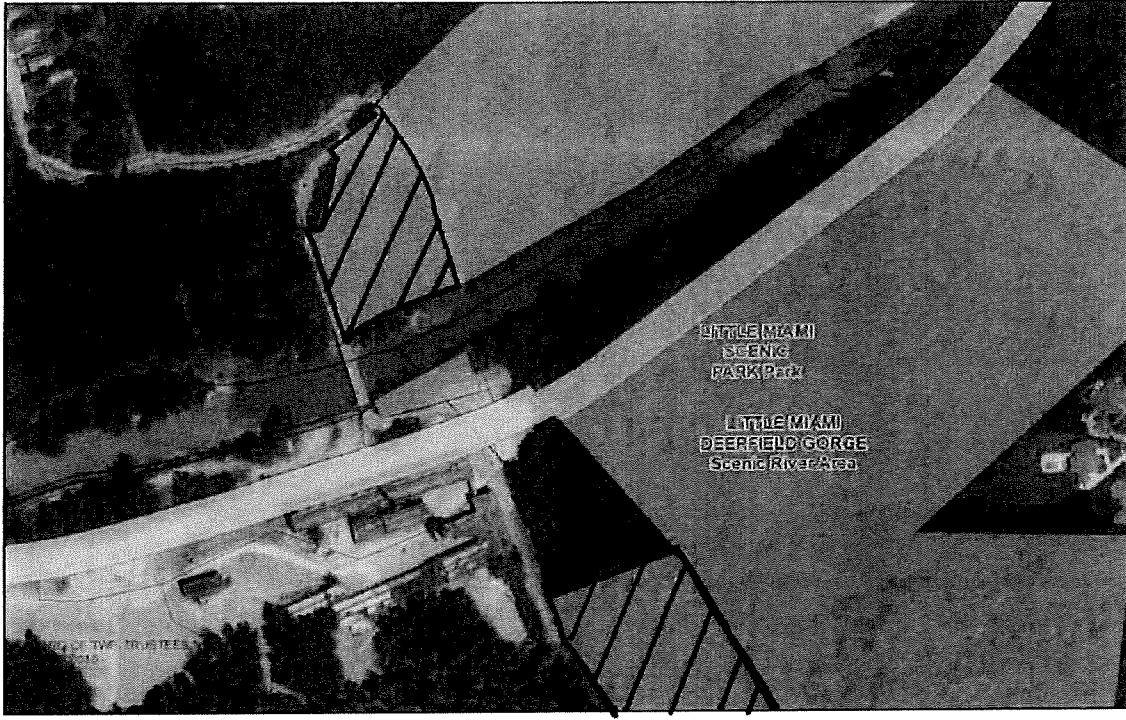
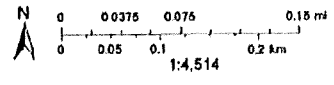
By:   
Assistant Prosecuting Attorney

Exhibit A  
ODNR Lands & Facilities



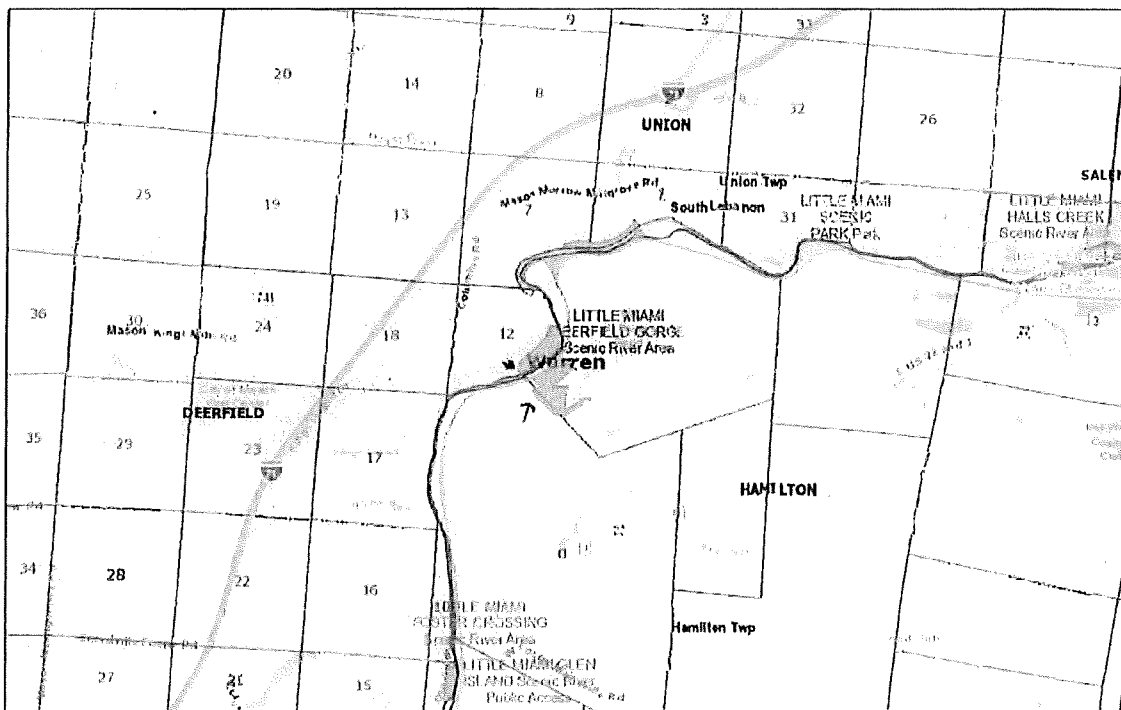
March 12, 2018

- |                                |                             |                   |
|--------------------------------|-----------------------------|-------------------|
| Lakes (ODNR)                   | Natural Areas and Preserves | Parks             |
| ODNR Lands                     | Wildlife                    | Forests           |
| All other Divisions or Offices | Watercraft                  | Statewide Parcels |



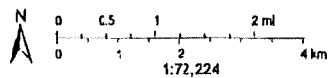
ODNR - Office of Information Technology

# ODNR Lands & Facilities



March 12, 2018

- |                                |                             |         |
|--------------------------------|-----------------------------|---------|
| Lakes (ODNR)                   | Natural Areas and Preserves | Parks   |
| ODNR Lands                     | Wildlife                    | Forests |
| All other Divisions or Offices | Watercraft                  |         |



ODNR - Office of Information Technology

# Resolution

Number 18-0437

Adopted Date March 29, 2018

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH MICHAEL & SHAWN RUBIERA FOR THE LYTLE ROAD BRIDGE REPLACEMENT PROJECT

WHEREAS, in order to improve the public safety of Lytle Road a bridge replacement is to be constructed, and it is necessary to enter onto the property, parcel # 05-14-326-007 located at 3363 Lytle Road, Waynesville, OH 45068 which is owned by Michael & Shawn Rubiera, Grantors; and

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

1. Remove trees, trim tree limbs, and/or brush as necessary for construction of the bridge.
2. Construct an aluminum box culvert bridge with gabion headwalls.
3. Place rock channel protection.
4. Grade the channel for proper stream flow.
5. When weather permits, seed and straw any disturbed area.

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

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Michael & Shawn Rubiera, for the Lytle Road Bridge Replacement Project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a – Rubiera, Michael & Shawn  
Engineer (file)

## TEMPORARY ENTRANCE AND WORK AGREEMENT

### ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Michael Rubiera and Shawn Rubiera, whose tax mailing address is 3363 Lytle Road, Waynesville, Ohio 45068 (hereinafter the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

#### Witnesseth:

In order to improve the public safety of Lytle Road a bridge replacement project is to be constructed. In order to replace the bridge it is necessary to enter onto property owned by the Grantors. The subject real estate is located at 3363 Lytle Road, Waynesville, Ohio 45068, identified as Parcel #05-14-326-007. Grantee requests permission from Grantors to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove trees, trim tree limbs, and/or brush as necessary for construction of the bridge.
2. Construct an aluminum box culvert bridge with gabion headwalls.
3. Place rock channel protection.
4. Grade the channel for proper stream flow.
5. When weather permits, seed and straw any disturbed area.

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

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

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Lytle Road Bridge Replacement Project or until December 31, 2018, whichever comes first.

[the remainder of this page is blank]

IN EXECUTION WHEREOF, Michael Rubiera and Shawn Rubiera, the Grantors herein, have hereunto set their hands on the date stated below.

Grantors:

Signature: [Handwritten Signature]

Printed Name: Michael Rubiera

Date: 3-9-18

Signature: [Handwritten Signature]

Printed Name: Shawn Rubiera

Date: 3/9/18

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on this 9<sup>TH</sup> day of MARCH, 2018, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to me to be Michael Rubiera and Shawn Rubiera, being the **Grantors** in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



DOMINIC M. BRIGANO  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
02/06/22  
Recorded in  
Warren County

Notary Public: [Handwritten Signature]  
My commission expires: 02/06/22

[the remainder of this page is blank]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Tom Grossmann, its President on the date stated below, pursuant to Resolution Number 18-0437, dated 3/29/18

Grantee:

Signature: [Handwritten Signature]

Printed Name: Tom Grossmann

Title: President

Date: 3/29/18

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 29 day of March, 2018 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Tom Grossmann, President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and acknowledged the signing thereof to be ~~his~~ voluntary act and deed, and pursuant to the Resolution authorization him to act.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



LAURA K. LANDER  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 12/26/2022

Notary Public: [Handwritten Signature]  
My commission expires: 12/26/2022

Prepared by:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: [Handwritten Signature]

Adam Nice, Assistant Prosecutor  
500 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1399  
Fx. (513) 695-2962  
Email: Adam.Nice@co.warren.oh.us

# Resolution

Number 18-0438

Adopted Date March 29, 2018

## ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH THOMAS & SHEILA GUY FOR THE LYTLE ROAD BRIDGE REPLACEMENT PROJECT

WHEREAS, in order to improve the public safety of Lytle Road a bridge replacement is to be constructed, and it is necessary to enter onto the property, parcel # 05-14-178-011 located at 3420 Lytle Road, Waynesville, OH 45068 which is owned by Thomas & Sheila Guy, Grantors; and

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

1. Remove trees, trim tree limbs, and/or brush as necessary for construction of the bridge.
2. Construct an aluminum box culvert bridge with gabion headwalls.
3. Place rock channel protection.
4. Grade the channel for proper stream flow.
5. When weather permits, seed and straw any disturbed area.

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

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Thomas & Sheila Guy, for the Lytle Road Bridge Replacement Project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a – Guy, Thomas & Sheila  
Engineer (file)



## TEMPORARY ENTRANCE AND WORK AGREEMENT

### ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Thomas Guy and Sheila Guy, husband and wife, whose tax mailing address is 3420 Lytle Road, Waynesville, Ohio 45068 (hereinafter the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

#### Witnesseth:

In order to improve the public safety of Lytle Road a bridge replacement project is to be constructed. In order to replace the bridge it is necessary to enter onto property owned by the Grantors. The subject real estate is located at 3420 Lytle Road, Waynesville, Ohio 45068, identified as Parcel #05-14-178-011. Grantee requests permission from Grantors to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove trees, trim tree limbs, and/or brush as necessary for construction of the bridge.
2. Construct an aluminum box culvert bridge with gabion headwalls.
3. Place rock channel protection.
4. Grade the channel for proper stream flow.
5. When weather permits, seed and straw any disturbed area.

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

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

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Lytle Road Bridge Replacement Project or until December 31, 2018, whichever comes first.

[the remainder of this page is blank]

**IN EXECUTION WHEREOF**, Thomas Guy and Sheila Guy, the Grantors herein, have hereunto set their hands on the date stated below.

**Grantors:**

Signature: Thomas Guy

Printed Name: Thomas Guy

Date: 3-13-18

Signature: Sheila Guy

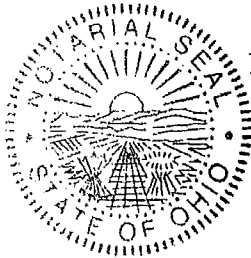
Printed Name: Sheila Guy

Date: 3-13-18

STATE OF OHIO, COUNTY OF WARREN ss.

**BE IT REMEMBERED**, that on this 13<sup>th</sup> day of March, 2018 before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to me to be Thomas Guy and Sheila Guy, being the **Grantors** in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed.

**IN TESTIMONY THEREOF**, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



ROBERTA J. APKING  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 5/20/18

Notary Public: Roberta J. Apking  
My commission expires: 5/20/18

[the remainder of this page is blank]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Tom Grossmann, its President on the date stated below, pursuant to Resolution Number 18-0438, dated 3/29/18.

Grantee:

Signature: [Signature]

Printed Name: Tom Grossmann

Title: President

Date: 3/29/18

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 29 day of March, 2018 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Tom Grossmann, President of the Warren County Board of County Commissioners, being the **Grantee** in the foregoing Agreement, and acknowledged the signing thereof to be his voluntary act and deed, and pursuant to the Resolution authorization him to act.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



LAURA K. LANDER  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 12/26/2022

Notary Public: [Signature]

My commission expires: 12/26/2022

Prepared by:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: [Signature]

Adam Nice, Assistant Prosecutor  
500 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1399  
Fx. (513) 695-2962  
Email: Adam.Nice@co.warren.oh.us

# Resolution

Number 18-0439

Adopted Date March 29, 2018

ENTER INTO AN EXCLUSIVE AND PERMANENT DRAINAGE EASEMENT WITH THOMAS & SHEILA GUY FOR THE LYTLE ROAD BRIDGE REPLACEMENT PROJECT

WHEREAS, in order to improve the public safety of Lytle Road a bridge replacement is to be constructed, and it is necessary to enter onto the property, parcel # 05-14-178-011 located at 3420 Lytle Road, Waynesville, OH 45068 which is owned by Thomas & Shelia Guy, grantors; and

WHEREAS, in order to accomplish the foregoing, it is necessary to obtain an exclusive and permanent drainage easement from the property owner.

WHEREAS, the land for the exclusive and permanent easement is as follows:

Exclusive and Permanent Easement – Exhibit A – 0.014 acres

WHEREAS, the negotiated price for the exclusive and permanent easement is \$575.00.

NOW THEREFORE, be it resolved to enter into exclusive and permanent easement agreement, copies of which are attached hereto and made a part hereof, with Thomas & Shelia Guy for the Lytle Road Bridge Replacement Project for the sum of \$575.00.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a – Guy, Thomas & Sheila  
Engineer (file)  
Easement file  
Recorder (certified)

**EASEMENT AGREEMENT IN THE NAME OF AND FOR THE USE OF  
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS  
P.I.N. #05-14-178-011 (Pt.)**

**ARTICLES OF AGREEMENT**

This agreement is entered into the date stated below by Thomas Guy and Sheila Guy, husband and wife, whose tax mailing address is 3420 Lytle Road, Waynesville, Ohio 45068 (hereinafter the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

The Purpose of this Easement Agreement is to obtain the necessary exclusive and permanent drainage easement for the Lytle Road Bridge Replacement Project (Bridge No. 28-0.44), being a part of a public roadway open to the public without charge.

That the Grantors, for and in consideration of the sum of Five Hundred Seventy Five Dollars (\$575.00) and other considerations to them paid by the Grantee, the receipt and sufficiency of which are hereby stipulated, do hereby grant, bargain and sell, convey and release to the Grantee, its successors and assigns, an exclusive and permanent highway easement for the purpose of constructing and maintaining the necessary project improvements, upon and over the lands hereafter described, Section 14, Town 3 Rang 5, Wayne Township, Warren County, State of Ohio and further described as follows:

**EXCLUSIVE & PERMANENT DRAINAGE EASEMENT LEGAL DESCRIPTION**  
**See Exhibit "A" for details.**  
**See Exhibit "B" for drawing.**

The Exclusive and Permanent Drainage Easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall run with the land.

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

Grantors acknowledge receipt of an appraisal in compliance with Ohio Rev. Code § 163.04.

**GRANTORS**

**IN EXECUTION WHEREOF**, Thomas Guy and Sheila Guy, husband and wife, the Grantors herein, have hereunto set their hands on the date stated below.

**Grantors:**

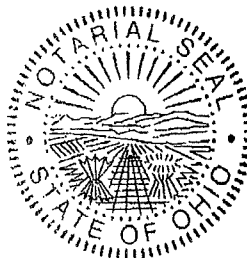
SIGNATURE: Thomas Guy  
PRINTED NAME: Thomas Guy  
DATE: 3-13-18

SIGNATURE: Sheila Guy  
PRINTED NAME: Sheila Guy  
DATE: 3-13-18

STATE OF OHIO, COUNTY OF WARREN, ss.

**BE IT REMEMBERED**, on this 13<sup>th</sup> day of March, 2018, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to me to be Thomas Guy and Sheila Guy, being the **Grantors** in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed.

**IN TESTIMONY THEREOF**, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



ROBERTA J. APKING  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 5/20/18

Notary Public: Roberta J. Apking  
My commission expires: 5/20/18

[the balance of the page is blank]

**GRANTEE**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, has caused this instrument to be executed by Tom Grossmann, its President on the date stated below, pursuant to Resolution No. 18-0439, dated 3/29/18.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 3/29/18

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

**BE IT REMEMBERED**, on this 29 day of March, 2018 before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Tom Grossmann, President of the Warren County Board of County Commissioners, being the **Grantee** in the foregoing Easement, and acknowledged the signing thereof to be his voluntary act and deed, and pursuant to the Resolution authorization him to act.

**TESTIMONY THEREOF**, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



HAUBAK LANDER  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 12/28/2022

Notary Public: [Signature]  
My commission expires: 12/28/2020

Prepared by:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: [Signature]  
Adam Nice, Assistant Prosecutor  
500 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1399  
Fx. (513) 695-2962  
Email: Adam.Nice@co.warren.oh.us

**Sheila Guy**  
**Permanent Drainage Easement – 1D**  
**For Lytle Road Bridge**  
**(Bridge No. 28-0.44)**  
**PIN #05-14-178-011 (Pt.)**

Situated in Section 14, Town 3, Range 5, Wayne Township, Warren County, State of Ohio, along the north side of Lytle Road (also known as County Road 28), being a part of the Town Plat of Raysville (Lytle) as recorded in Plat Book 1, Page 33 in the Warren County Recorder's Office, also being part of a 0.18 acre tract conveyed to Shelia Guy, Grantor, by deed as recorded in Official Record 5801, Page 102 in the Warren County Recorder's Office being more particularly described as follows:

Commencing at the Grantor's southeast boundary corner, being the common boundary line between Lot 21 and Lot 22 of the Town Plat of Raysville (Lytle), also being the southwesterly boundary corner of a 0.47 acre tract conveyed to the Grantor, Official Record 5801, Page 102, and also being a point in the existing northerly right-of-way line of Lytle Road (County Road 28), being the **TRUE POINT OF BEGINNING** of this description;

Thence along the said right-of-way line North 81 degrees 20 minutes 00 seconds West 39.00 feet to a point in the Grantor's westerly boundary line of the 0.18 acre tract;

Thence continuing along the said right-of-way line, also being the said boundary line North 14 degrees 05 minutes 00 seconds West 16.24 feet to a point in the new permanent drainage easement line also being the southeast corner of a 0.3509 acre tract conveyed to Davis and Angela Hawkins, Document Number 2015-017843;

Thence along the said easement line South 81 degrees 33 minutes 38 seconds East 44.29 feet to a point in the Grantor's easterly boundary line of 0.18 acre tract and westerly boundary line of 0.47 acre tract, being the said common boundary line;

Thence along the said boundary line South 04 degrees 55 minutes 00 seconds West 15.18 feet to a point in the existing northerly right-of-way line of Lytle Road (County Road 28), being the **TRUE POINT OF BEGINNING** containing 0.014 acres (628 s.f.), more or less.

The bearings for this description are based on the Sheila Guy deed as recorded in Official Record 5801, Page 102 in the Warren County Recorder's Office.

This legal description is not the result of a boundary survey; it was prepared based on the Shelia Guy deed as recorded in Official Record 5801, Page 102 in the Warren County Recorder's Office and a survey that was completed by the Warren County Engineer's Office in February of 2018 for the Lytle Road Bridge Replacement Project (Bridge No. 28-0.44). This legal description and the said survey were completed under the direction and supervision of Roy G. Henson (Ohio Registered Surveyor No. 8554) of the Warren County Engineer's Office, 210 W. Main Street, Lebanon, Ohio.



*Roy G. Henson*  
3/13/18

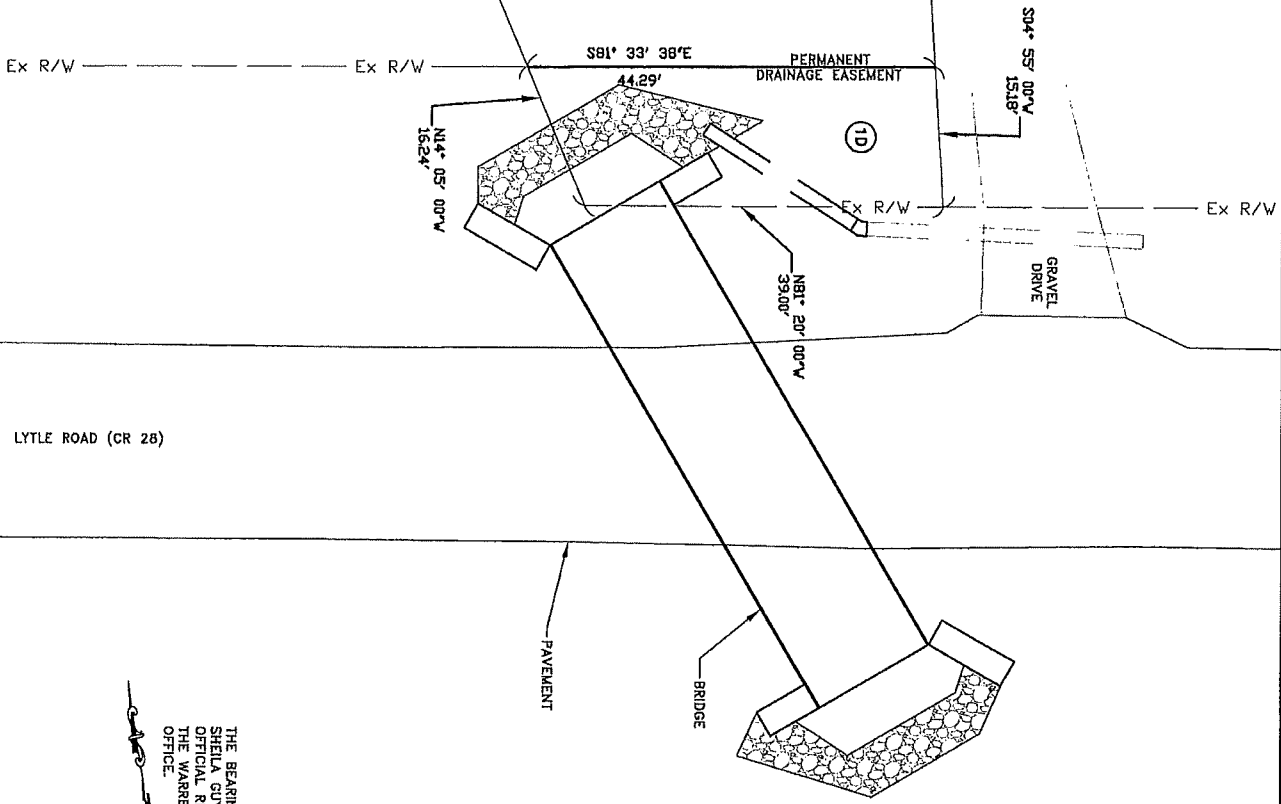


EXHIBIT "B"

SHEILA GUY  
 PARCEL ID 05-14-178-011  
 OFFICIAL RECORD 5801 PG 102  
 0.47 ACRES  
 LOT 22

SHEILA GUY  
 PARCEL ID 05-14-178-011  
 OFFICIAL RECORD 5801 PG 102  
 0.18 ACRES  
 PART OF LOT 21  
 PERMANENT DRAINAGE EASEMENT  
 EASEMENT AREA: 0.014 ACRES (928 S.F.)

DAVIS & ANGELA HAWKINS  
 PARCEL ID 05-14-177-014  
 OFFICIAL RECORD NUMBER 2015-017843  
 0.3509 ACRES  
 LOT 24



LYTLE ROAD (CR 28)

THE BEARINGS ARE BASED ON THE  
 SHEILA GUY DEED AS RECORDED IN  
 OFFICIAL RECORD 5801, PAGE 102 IN  
 THE WARREN COUNTY RECORDERS'  
 OFFICE.

SCALE 1" = 20'	DATE 03/02/18
DRAWN BY DMB	CHECKED BY RCH
PROJECT NO. CR28	FILE CROO28-0.44
DRAWING NO.	

PROPOSED EASEMENT - EXHIBIT "B"

SECTION 14, TOWN 3, RANGE 5  
 WAYNE TOWNSHIP  
 WARREN COUNTY, OHIO

**Warren  
 County  
 Engineer's  
 Office**  
 Neil S. Dunbar, P.E., P.S.  
 Warren County Engineer



210 W. Main Street  
 Lebanon, Ohio 45036  
 513 695 3301 Phone  
 513 695 7714 Fax

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

# Resolution

Number 18-0440

Adopted Date March 29, 2018

AUTHORIZE THE BOARD TO ENTER INTO AGREEMENT WITH MOBILCOMM, INC.  
ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

NOW THEREFORE BE IT RESOLVED, to authorize the Board to enter into a Maintenance Agreement with Mobilcomm, Inc. on behalf of Warren County Telecommunications for the SOSINK Microwave Link at the Manchester Site; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Mobilcomm, Inc  
Telecom (file)



March 15, 2018

Warren County Telecommunications  
500 Justice Drive  
Lebanon, Ohio 45036

Attn: Paul Kindell

Reference: Maintenance Agreement

Dear Mr. Kindell,

The contract for the maintenance agreement for the SOSINK Microwave link at Manchester is due to expire April 1, 2018.

Enclosed please find a maintenance agreement for renewal.

Please review the enclosed agreement and call with any questions. My direct line is 513-595-5890.

Should this agreement meet with your approval please sign the white copy and return in the envelope provided. The yellow copy may be retained for your records.

Mobilcomm appreciates and thanks you for your business. We look forward to servicing your communication needs.

Sincerely,

A handwritten signature in cursive script that reads "Carol Jackson".

Carol Jackson  
Service Administration  
Mobilcomm Inc.



### Maintenance Agreement

Warren County Telecommunications  
500 Justice Drive  
Lebanon, Ohio 45036

Effective Date: April 1, 2018  
Term: 1 Year  
Attention: Paul Kindell  
Phone: 513-695-1322

Reference: *SOSINK Microwave Link – Manchester*  
*4655.SOSINK.MW*

Qty.	Equipment Description	Service Location		Monthly Per Unit Cost	Extended
		Shop	Cust.		
1	Aviat Microwave Links Manchester – 1 Hop		X	55.00	55.00

Contract is diagnostic only covering labor and travel to diagnose.

All factory and hi-tech service is excluded from this agreement.

24 Hour Emergency Service is included in agreement.

Amount represents a monthly fee. Contract is an annual contract. Please see terms & conditions.

Initial Rate: \$660.00 Annually

Customer PO# \_\_\_\_\_

Mobilcomm Representative Carol Jackson  
Carol Jackson

Date March 15, 2018

Customer Acceptance [Signature]

Date 3/29/18

APPROVED AS TO FORM

[Signature]

## Maintenance Agreement

Warren County Telecommunications  
 500 Justice Drive  
 Lebanon, Ohio 45036

Effective Date: April 1, 2018  
 Term: 1 Year  
 Attention: Paul Kindell  
 Phone: 513-695-1322

Reference: *SOSINK Microwave Link – Manchester*  
 4655 *SOSINK.MW*

Qty.	Equipment Description	Service Location		Monthly Per Unit Cost	Extended
		Shop	Cust.		
1	Aviat Microwave Links Manchester – 1 Hop		X	55.00	55.00

Contract is diagnostic only covering labor and travel to diagnose.

All factory and hi-tech service is excluded from this agreement.

24 Hour Emergency Service is included in agreement.

Amount represents a monthly fee. Contract is an annual contract. Please see terms & conditions.

Initial Rate: \$660.00 Annually

Customer PO# \_\_\_\_\_

Mobilcomm Representative *Carol Jackson*  
 Carol Jackson

Date *March 15, 2018*

Customer Acceptance *[Signature]*

Date *3/29/18*

**APPROVED AS TO FORM**

*Kathryn M. Horvath*  
 Kathryn M. Horvath  
 Asst. Prosecuting Attorney

## Maintenance Agreement Terms and Conditions

- (1) **Definitions:** For the purpose of brevity and uniformity all references to Mobilcomm will mean Mobilcomm Inc., division of Combined Technologies Inc. All references to Customer will mean the person or Company signing this agreement.
- (2) **Service And Performance Standards:** Mobilcomm agrees to provide parts and labor to maintain the equipment herein described, which has become defective due to normal usage. This agreement does not cover abuse of equipment, vandalism, lost or stolen items, damage caused by acts of God, fire or accidents. Also not included are repairs to any Telco or customer owned control circuits, base station antennas, transmission lines, transmit combiners, receiver multi-couplers, ac power line conditioners, un-interruptible power supplies, towers, or tower lighting, base station power amplifier tubes, vidicon tubes, high voltage power supply modules used in cctv equipment, replacement of portable batteries, chargers, antennas, audio accessories or portable carrying cases, unless such items are separately listed on the face of this agreement. Special work other than routine maintenance, such as the relocation of equipment, repair of damaged equipment, removals and installations of mobile equipment will be subject to extra charges to be estimated in advance and approved by the Customer before Mobilcomm will begin the work. Mobilcomm agrees to add additional units, purchased by customer, identical with any units now covered, to this agreement at the same rates and on the same terms and conditions set forth herein.
- (3) **Performance Standards:** The equipment will be maintained by Mobilcomm in accordance with these standards (i) parts of equal quality as originals will be used; (ii) the equipment will be maintained at levels comparable to factory specifications. Mobilcomm agrees to furnish all labor, tools, test equipment and parts to repair Customer's equipment which has become defective through normal wear and usage. Such repair work will commence as soon as possible after being notified or as otherwise noted. Technicians who have adequate training in their specialty will perform maintenance.
- (4) **Time And Place of Maintenance Work:** Maintenance will be performed on Fixed Station equipment at the Customer location, unless otherwise stated, and mobile and portable equipment service will be performed at a Mobilcomm facility, unless otherwise stated. Hours of service are from 7:30 A.M. to 5:00 P.M. Monday through Friday except Holidays. Requests for 24-hour emergency service must be contracted through a special agreement not included on the standard maintenance policy. At fixed station equipment sites it is the customer's responsibility to provide AC power, light and in special situations heat and dust control.
- (5) **Payment:** On or about the 30th day of the month Mobilcomm will send the Customer an invoice covering the maintenance fees for the month (or billing period) plus any extra charges for the payment period, and the Customer shall pay the amount of said invoice within ten (10) days of its date to Mobilcomm at its principle place of business. Mobilcomm may place a 2% late payment penalty fee on any invoice not paid within these terms. If Customer defaults in payment Mobilcomm may terminate this agreement by giving Customer thirty (30) days notice by certified mail.
- (6) **FCC Records:** Mobilcomm will assist the customer in applying for necessary frequency coordination, and preparation of required FCC documents, but any fees imposed by the FCC or coordination groups are the customer's responsibilities.
- (7) **Interruption of Service:** The customer shall notify Mobilcomm in the event of the failure of any unit. Mobilcomm does not assume and shall have no liability under this agreement for failure to provide or for delay in providing maintenance for the equipment due directly or indirectly to causes beyond the control and without the fault or negligence of Mobilcomm, including but not restricted to acts of God, acts of the public enemy, act of the United States, and State, or any political subdivision of the foregoing, acts of the Customer, its agents, employees, or subcontractors, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather conditions, or defaults due to any such causes.
- (8) **Laws And Regulations:** This agreement and the rights and obligations of the parties under it, are subject to present and future valid orders and valid laws, rules, and regulations of duly constituted authorities having jurisdiction.
- (9) **Waiver:** Failure or delay on the part of Mobilcomm or the Customer to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.
- (10) **Prior Negotiations:** This contract constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements.
- (11) **Amendment:** No revision of this agreement, other than inventory adjustments, shall be valid unless made in writing and signed by Mobilcomm and an authorized agent of the customer.

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

# Resolution

Number 18-0441

Adopted Date March 29, 2018

APPROVE AND ENTER INTO A SERVICE AGREEMENT WITH FIRST CHOICE COFFEE SUPPLIES

BE IT RESOLVED, to approve and enter into a Service Agreement, for coffee service and supplies located in the Commissioners' Office, with First Choice Coffee Supplies; agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—First Choice Coffee Supplies  
Commissioners file  
E. Hartmann

# SERVICE AGREEMENT

(branch locations on back of this form)

DATE ORDERED \_\_\_\_\_  
 INSTALL DATE \_\_\_\_\_  
 RE-SIGN DATE 3-20-18

NEW INSTALL  ADD'L LOCATION  ADD'L RENTAL EQUIP.

ACCOUNT NO. \_\_\_\_\_ MULTI LOCATION # \_\_\_\_\_  
 COMPANY Warren County Commissioners  
 SHIP TO ADDRESS 406 Justice dr  
 CITY Lebanon STATE Ohio ZIP 45036  
 TELEPHONE (513)-695-1250 CONTACT Laura  
 DECISION MAKER Laura Landier  
 BILL TO ADDRESS \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

COFFEE ITEMS	
COFFEE BLEND <u>KONA 2oz</u>	PRICE <u>27.50</u>
COFFEE BLEND _____	PRICE _____
COFFEE BLEND _____	PRICE _____
CUSTOMER'S MINIMUM MONTHLY COFFEE	
CASE USAGE FL _____ REG. _____ DECAF _____	

## LOANED / LEASED EQUIPMENT

# OF UNITS	DESCRIPTION & SERIAL NO.	SUITE #	MTN CHARGE	INSTALLED
<u>2</u>	<u>Airpot Brewers</u>		<u>NYC</u>	

CUSTOMER MINIMUM MONTHLY MISC. PRODUCT USAGE		
PRODUCT(S)	QTY.	PRICE

TYPE OF BREWING DISPENSERS: Airpots  
 REG. 4 DECAF \_\_\_\_\_ FLAVORED \_\_\_\_\_  
 MOVING CHG. \_\_\_\_\_ INSTALLATION CHG. \_\_\_\_\_  
 PREVIOUS SERVICE \_\_\_\_\_  
 INSTALLATION CHARGE WAIVED AT TIME OF INSTALLATION  YES  NO  
 INSTALLED BY Resign/NA DATE \_\_\_\_\_

APPROVED AS TO FORM  
Keith W. Anderson  
 Keith W. Anderson  
 Asst. Prosecuting Attorney

### TERMS & CONDITIONS OF THE BEVERAGE SERVICE AGREEMENT

- The term of this Agreement is for a period of 60 months. It will be automatically renewed for recurring 12 month periods unless cancelled by either party with 90 days written notice prior to the end of the current term. This agreement may not be cancelled by Company without cause prior to the expiration of the initial term. In the event Dalohs First Choice Coffee Services fails to perform as set forth in this agreement, Company shall provide Dalohs First Choice Coffee Services with written notice, specifying the nature and extent of the deficiencies and demanding cure. If such deficiency is not cured within thirty (30) days following the date of such notice, then company may terminate this Agreement for default by thirty (30) days written notice at the end of such cure period. If customer breaches this Agreement, Customer shall pay Dalohs First Choice Coffee Services all damages suffered by Dalohs First Choice Coffee Services including its anticipated loss of profit on leased equipment and the sale of products during the remaining period of this Agreement based on Customer's Minimum Monthly product usage set forth above. Customer agrees that should Dalohs First Choice Coffee Services be required to incur costs and expenses, including attorney's fees in enforcing this Agreement, that Dalohs First Choice Coffee Services shall be entitled to recover said costs and expenses, including reasonable attorney's fees from Customer.
- Dalohs First Choice Coffee Services shall retain title to all equipment during the term of this Agreement. At no time will any of said equipment be disconnected, replaced, or moved in any manner, by any service or person except authorized Dalohs First Choice personnel.
- Invoices will be paid in full within 30 days of the receipt of invoice. All unpaid invoices over 30 days are subject to 1.5% interest per month or 18% per annum. 222
- All product used with the equipment must be purchased from Dalohs First Choice Coffee Services.
- All plumbing either existing or installed by Dalohs First Choice Coffee Services will be the liability of the customer 30 days after install date above.
- The price for coffee as specified on this agreement shall not be increased during the initial term hereof, except to the extent of an actual direct price increase to Dalohs First Choice Coffee Services as received from its coffee supplier.
- If installation charges are waived by Dalohs First Choice Coffee Services at time of installation and customer terminates this agreement at any time prior to current expiration date, with or without cause, then installation charges as stated above hereof are due and payable immediately.
- Company will maintain the equipment in good and sanitary condition. If the equipment is damaged, destroyed or lost by fire, theft or any other cause, Company shall pay Dalohs First Choice Coffee Services the full replacement cost of the equipment.
- In the event Customer sells, transfers or assigns any interest in customer, this Agreement shall insure to the benefit of and be binding upon its transferee, assignee or successor-in-interest. Dalohs First Choice may assign, sell or transfer its interest in this Agreement without the consent of customer. Any assignment of account to another vendor MUST be approved by Dalohs

SALES REPRESENTATIVE Jack Landis  
 ACCEPTED ON BEHALF OF DALOHS FIRST CHOICE COFFEE SERVICES:  
 MANAGER Jack Landis

OFFICE USE ONLY  
 OPEN ACCT., N10 \_\_\_\_\_  COD \_\_\_\_\_

I hereby represent that I am authorized to enter into this agreement on behalf of customer, accept all terms & conditions of this agreement. by Dalohs

AUTHORIZED SIGNATURE Tom Grossmann  
 PRINT NAME Tom Grossmann  
 TITLE President DATE 3/29/18



# LOCATIONS

## ARIZONA

### *Phoenix*

480-966-1411

phoenix@firstchoiceservices.com

### *Tucson*

(520) 295-0077

tucson@firstchoiceservice.com

## CALIFORNIA

### *Bakersfield*

661-549-5324

bakersfield@firstchoiceservcies.com

### *Fresno*

559-255-5793

fresno@firstchoiceservices.com

### *Los Angeles*

562-940-9401

losangeles@firstchoiceservices.com

### *Marin County*

415-884-0811

marin@firstchoiceservices.com

### *Manteca/Modesto*

209-524-0104

modesto@firstchoiceservices.com

### *Monterey / Salinas*

831-724-4525

santaclara@firstchoiceservices.com

### *Oakland / San Francisco*

510-346-8500

oakland@firstchoiceservices.com

### *Orange County*

949-265-3636

orange@firstchoiceservices.com

### *Ontario*

909-390-5007

ontario@firstchoiceservices.com

### *Palm Springs*

760-770-9011

palm Springs@firstchoiceservices.com

### *Chico*

530-342-1585

chico@firstchoiceservices.com

### *Sacramento*

916-924-1221

sacramento@firstchoiceservcies.com

### *San Diego*

858-453-8123

sandiego@firstchoiceservices.com

### *San Fernando Valley*

818-812-7800

sanfernandovalley@firstchoiceservices.com

### *San Jose / South Bay*

408-727-4014

santaclara@firstchoiceservices.com

### *Ventura*

805-658-7596

ventura@firstchoiceservices.com

## COLORADO

### *Colorado Springs*

719-390-6034

coloradosprings@firstchoiceservices.com

### *Denver*

303-761-2100

denver@firstchoiceservices.com

## ILLINOIS

### *Chicago*

847-498-2200

chicago@firstchoiceservices.com

## IOWA

### *Des Moines*

515-243-4409

desmoines@firstchoiceservices.com

## LOUISIANA

### *New Orleans*

504-818-0966

neworleans@firstchoiceservices.com

## MICHIGAN

### *Detroit*

248-583-1765

detroit@firstchoiceservices.com

### *Grand Rapids*

616-530-2223

grandrapids@firstchoiceservices.com

## NEVADA

### *Las Vegas*

702-253-5938

lasvegas@firstchoiceservices.com

### *Reno*

775-883-6990

reno@firstchoiceservices.com

## OHIO

### *Cleveland*

440-942-0018

cleveland@firstchoiceservices.com

## OKLAHOMA

### *Oklahoma City*

405-236-3932

oklahomacity@firstchoiceservices.com

## OREGON

### *Portland*

503-226-1645

portland@firstchoiceservices.com

## TEXAS

### *Dallas*

214-630-3437

dallas@firstchoiceservices.com

### *Fort Worth*

817-545-8095

fortworth@firstchoiceservices.com

### *Houston*

281-820-6300

houston@firstchoiceservices.com

## WASHINGTON

### *Seattle*

206-444-0070

seattle@firstchoiceservices.com

### *Spokane*

509-838-2119

spokane@firstchoiceservices.com

## WISCONSIN

### *Milwaukee*

414-421-4258

milwaukee@firstchoiceservices.com

PURCHASE ORDER FILE INQUIRY

FAOI25-FAS20

~~PURCHASE ORDER# 23190~~

TRAN CODE. 0001 GENERAL PO TRANSACTION  
ORIGINAL MEMO.. COFFEE,PAPER/PLASTIC PRODCUTS  
GENERAL FUND  
\*NONE  
COUNTY COMMISSIONERS  
OTHER EXPENSE  
\*NONE

EXPENDED AMT. 168.62  
FUND..... 101  
SUB-FUND.....  
FUNCTION..... 1110  
OBJECT..... 910  
SUB-ACCOUNT..  
VENDOR NUMBER 13375  
APPROVAL DATE 1/05/18  
BLANKET PO... NO  
CANCELLATION. 0/00/00  
P.O. AMOUNT.. 2,000.00

**1,831.38 REMAINING AMOUNT**

Name... FIRST CHOICE COFFEE SERVICES  
Address 4862 BUSINESS CENTER WAY  
CINCINNATI, OH 45246

LAST MEMO.. COFFEE,PAPER/PLASTIC PRODCUTS

	<u>QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>PRICE</u>
1		COFFEE,PAPER/PLASTIC PRODUCTS	2000.00
2		SUPPLIES	

F3-RETURN

ROLLUP/ROLLDOWN-CHANGE PAGE

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

# Resolution

Number 18-0442

Adopted Date March 29, 2018

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO SIGN A MINI-GRANT APPLICATION FORM FOR THE NATIONAL CRIME VICTIMS' RIGHTS WEEK COMMUNITY AWARENESS PROJECT ON BEHALF OF THE WARREN COUNTY PROSECUTOR'S OFFICE

BE IT RESOLVED, to approve and authorize the President of this Board to sign a mini-grant application form for the National Crime Victims' Rights Week Community Awareness Project funds from the Crime Victims Section of the Attorney General's Office on behalf of the Warren County Prosecutor's Office, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, in the event funding is not available from the State of Ohio Attorney General, the Warren County Board of Commissioners has no further obligation to fund this program.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/vsp

cc: Prosecutor (file)  
OGA



**2018 National Crime Victims' Rights Week (NCVRW)**

**Community Awareness Projects (CAP)**

**April 8-14, 2018**

**"EXPAND THE CIRCLE REACH ALL VICTIMS"**

---

**Mini-Grant Proposal Application**

Email application to: Ohio Attorney General Crime Victims Section c/o Rachel Hudson at Rachel.Hudson@OhioAttorneyGeneral.gov. Do not exceed allowable number of words as indicated for each narrative question. Do not include additional pages or attachments. Applications must be received no later than **Friday, March 30, 2018 by 5pm. VOCA Funded. You must provide match for these grant funds.** Please note that federal rules require organizations to apply indirect cost rates consistently across all federal awards. If you utilize indirect costs in your other federal grants (including VOCA), you must use the same rate for this award

---

**Section 1: Organizational Information**

The Warren County Prosecutor's Office mission is to serve victims with compassion while promoting the judicial process and is committed to providing victim witness services to six courts as well as the Child Advocacy Center of Warren County. This commitment is currently met through a staff of four full-time and two part-time Victim Witness Coordinators.

Each Victim Witness Coordinator is required to insure that victims are educated on their statutory and constitutional rights as a crime victim in the State of Ohio. The Victim Witness Program also provides victims, whose offender is incarcerated, VINE information and works closely with Warren County Pretrial Services, Warren County Community Corrections, and the Warren County Adult Probation Department regarding offender supervision status and restrictions.

**Section 2: Project Description**

a. Expected date(s) of funded activities:	Week of April 8-14, 2018
b. Specifically describe the general public awareness activities or events for which the grant funds are being requested.	
<p>For this year's event, our agency will focus on informing the public and community about NCVRW. We will visit one business in Warren County each day. Several staff members will spend a couple hours each day/evening, depending on the business with a table, information, poster, and giveaways to reach out the community to recognize NCVRW. We will giveaway small bags with either a flower bulb or flower seeds with a magnet clip. The magnet clip would have our logo on one side and a sticker with the NCVRW logo on the other. We want to use the phrase "Spread Awareness". We will make cookies that look like flowers to put on the tables as well. The local businesses will be featured with a picture on our website/social media as well as theirs.</p>	
c. Describe whether and how this project will be coordinated with other community NCVRW activities.	
<p>We will notify other agencies and victim witness programs that also participation in NCVRW activities.</p>	
d. Describe how the project will use the NCVRW theme, logo, and colors.	
<p>The NCVRW theme "Expand the Circle. Reach All Victims" will be utilized to expand awareness about NCVRW and engage community leaders and local businesses. The theme will be supported through the use of posters, literature and giveaways with the logo. We will combine this year's theme with "Spread Awareness" by handing out flower seeds to the public with the NCVRW information.</p> <p>We will also post via social media what local business we will be at each day and invite the public to visit our table.</p>	

e. List major project cosponsors/collaborative organizations and briefly describe each one's contribution to this specific project (do not discuss overall or general support to the agency or community victim services).
This year's event will include our agency and will invite other agencies such as the Child Advocacy Center of Warren County, Child Protective Services and Law Enforcement to join us at each business location.
f. Victim Involvement/Diversity – Describe the involvement of victims/survivors in the project's planning and implementation, including specific population(s) for which activities are targeted.
N/A

**Section 3: Budget**

Itemize each budget item below, enter whole dollar amounts.

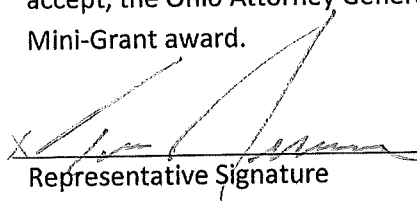
Description		Amount
1	1000 Magnetic clips	930.00
2	Flower bulbs/seeds	400.00
3	Sheer bags	150.00
4	Posters	136.00
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20	Indirect Costs if applicable	
<b>Total</b>		<b>1616.00</b>

Use this space for any needed explanations or calculations of Mini-Grant funded budget items

Form of Match : FOJ Fund

**Certification**

The organization's authorized representative must indicate official intent to apply for and, if approved, accept, the Ohio Attorney General's National Crime Victims' Rights Week Community Awareness Project Mini-Grant award.

  
\_\_\_\_\_  
Representative Signature

3/29/18  
\_\_\_\_\_  
Date



Title

Organization

# Resolution

Number 18-0443

Adopted Date March 29, 2018

AUTHORIZE PRESIDENT AND/OR VICE PRESIDENT OF THE BOARD TO SIGN THE PRE-AWARD CONDITION FORMS ASSOCIATED WITH THE GRANT PROGRAMS OF THE OFFICE OF CRIMINAL JUSTICE SERVICES

WHEREAS, the Warren County Drug Task Force applies for grant funding through the Office of Criminal Justice Services, and

WHEREAS, the OCJS has a *Pre-Award Condition Forms For Government/Public and Private Agencies* document that is affiliated with all funding through that department, and

WHEREAS, said document needs to be updated and on file with the OCJS for each application.

NOW THEREFORE BE IT RESOLVED, to authorize the President and/or Vice President of the Board to sign the *Pre-Award Condition Forms For Government/Public and Private Agencies*, as modified by the Office of Criminal Justice Services, *OMB Approval Number 1121-0340*, as attached hereto and made a part hereof.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/vsp

cc: OGA (file)  
WC Drug Task Force (file)

Pre-Award Condition Forms  
For Government/Public and Private Agencies

- **EEO Certification Form**
  - Complete either Section A, or Section B, or Section C, not all three.
  - Obtain signature from the appropriate official from either the implementing agency or subgrantee agency.
  
- **Civil Rights and EEO Questions Part 1 Form**
  - Complete this form in its entirety.
  - The responses should be based on the implementing agency.
  - A signature is not required on this form.
  
- **Standard Assurances Form**
  - This form should be reviewed in its entirety by the project director and authorizing officials for the implementing agency and subgrantee agency.
  
- **Compliance with 8 U.S.C. § 1373**
  - This form should be reviewed in its entirety by the project director and authorizing officials for the implementing agency and subgrantee agency.
  - Obtain signature from the Chief Legal Officer for the subgrantee agency
  
- **System for Award Management Profile**
  - The System for Award Management is the official U.S. government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. Your agency registration/profile is required to be active throughout the grant project period and renewed annually. The profile can be renewed at <https://www.sam.gov/portal/public/SAM>. Please provide proof that your agency is registered and currently designated as active by uploading a copy of the Entity Overview or Entity Record on the pre-award condition page within the online grants management system.
  
- **Contact Information**
  - There is no form associated with this condition; however, all projects are responsible for keeping contact information current. Correspondence will often be sent through the online grants management system to the project director listed for the “organization”. This is not the same as the project director listed on the title page. For more information on the organization project director, please refer to the user guide. It is also the project director’s responsibility to ensure title page information is updated as well to keep records current. Please contact your grants coordinator with any questions.
  
- **Conflicts of Interest**
  - Subrecipients are required to use Federal funds in the best interest of the award program. Decisions related to these funds must be free of undisclosed personal or organizational conflicts of interest, both in fact and in appearance. Subrecipients are required to disclose in writing any potential conflict of interest to your grant-making component or pass-through entity, as applicable. See the Federal Financial Guide 2 C.F.R. § 200.112.

By signing below, the project director, implementing agency authorized official and subgrantee authorized official acknowledge that they have read and understand the above information and attached forms.

Steven C. Anas-it  
Signature

3/17/18 Project Director  
Date

Steven C. Anas-it  
Signature

3/17/18 Implementing Agency Authorized Official  
Date

David Zamero  
Signature

3-19-18 Subgrantee Agency Authorized Official  
Date

[Signature]  
Signature

3/29/18 Subgrantee Authorized Official  
Date

APPROVED AS TO FORM:

Keith Anderson ASST. PROSECUTOR  
KEITH ANDERSON

# CERTIFICATION FORM

## Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name: <u>THE GREATER WARREN COUNTY DRUG TASK FORCE</u>		DUNS Number: <u>784327608</u>
Address: <u>822 MEMORIAL DRIVE LEBANON, OH 45036</u>		
Grant Title: <u>JUSTICE ASSISTANCE GRANT (JAG)</u>	Grant Number: <u>2017-J6-A01-00028</u>	Award Amount: <u>\$45,000.00</u>
Name and Title of Contact Person: <u>STEVEN C. ARRASMITH, COMMANDER</u>		
Telephone Number: <u>513-376-0070</u>	E-Mail Address: <u>ARRASMITH@WCSTF.ORG</u>	

### Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

- Recipient has less than fifty employees.
- Recipient is a nonprofit organization.
- Recipient is an Indian tribe.
- Recipient is an educational institution.
- Recipient is a medical institution.
- Recipient is receiving an award less than \$25,000.

I, STEVEN C. ARRASMITH [responsible official],  
 certify that THE GREATER WARREN COUNTY DRUG TASK FORCE [recipient] is  
 not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.  
 I further certify that THE GREATER WARREN COUNTY DRUG TASK FORCE [recipient]  
 will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of  
 services.  
STEVEN C. ARRASMITH, COMMANDER Steven C. Arrasmith 3/13/18  
 Print or Type Name and Title Signature Date

### Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, \_\_\_\_\_ [responsible official],  
 certify that \_\_\_\_\_ [recipient],  
 which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:  
 \_\_\_\_\_ [organization],  
 \_\_\_\_\_ [address].  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Print or Type Name and Title Signature Date

### Section C—Declaration Stating that an EEOP Utilization Report Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEOP Utilization Report to the OCR for review.

I, \_\_\_\_\_ [responsible official],  
 certify that \_\_\_\_\_ [recipient],  
 which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in  
 accordance with 28 CFR pt. 42, subpt. E, and sent it for review on \_\_\_\_\_ [date] to the  
 Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Print or Type Name and Title Signature Date

5A

**OCJS  
CIVIL RIGHTS & EEOP QUESTIONS  
PART I**

**SECTION 1: BACKGROUND**

1. How many full-time and part time employees are employed by the agency? 5
2. If the agency uses volunteers, approximately how many does the agency have per year? (please count any volunteers separately from paid employees) 0

**SECTION 2: EEOP QUESTIONS**

1. If the subrecipient is required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§ 42.301-.308, does the subrecipient have an EEOP on file for review?  
 Yes       No  
a. If yes, on what date did the subrecipient prepare the EEOP? \_\_\_\_\_
2. Has the subrecipient submitted an EEOP Short Form to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), if required by 28 C.F.R. §§ 42.301-.308? If the subrecipient is not required to submit an EEOP Short Form to the OCR, has it submitted a certification form to the OCR claiming a partial or complete exemption from the EEOP requirements?  
 Yes – submitted an EEOP Short Form  
 Yes – submitted a certification  
 No  
a. If the subrecipient prepared an EEOP Short Form, on what date did the subrecipient prepare it? \_\_\_\_\_

**SECTION 3: CIVIL RIGHTS COMPLAINTS, LAWSUITS<sup>1</sup>, OR FINDINGS**

**\*ANY COMPLAINTS, LAWSUITS, OR FINDINGS THAT HAVE OCCURRED AGAINST THE GRANTEE WITHIN THE  
3 YEARS PRIOR TO THE AWARD DATE MUST BE REPORTED**

**If more than one complaint or lawsuit has been filed or more than one finding has been issued, the information requested in questions 1. through 1.d below must be provided for EACH complaint, lawsuit, or finding. Several forms may be needed depending on the volume of complaints.**

<sup>1</sup> \*Please note: Any lawsuit brought against a police department that alleges violations of civil rights under color of state law (often referred to as § 1983 Actions) MUST be reported in addition to any other complaints, lawsuits or findings. Subrecipient must include the party names, case number, and a short synopsis of the facts and the alleged civil rights violations.

Has the agency had any civil rights complaints or civil rights \*lawsuits or findings from any state or federal court OR investigative or administrative agency such as the Ohio Civil Rights Commission, Equal Employment Opportunity Commission, or any other administrative agency? (If the answer is yes, please proceed to a – d below. If the answer is no, skip to “Posting Notification” and the questions that follow it.)

Yes       No

If yes, circle whichever applicable:      **complaint**      **lawsuit**      **finding**

a. Was the complaint/lawsuit/finding filed or brought by employee(s) of the agency or beneficiaries of services you provide?

**Employees** \_\_\_\_\_      **Beneficiaries** \_\_\_\_\_

b. Does the complaint/violation/lawsuit involve discrimination based on *{indicate all that apply}*:

- race \_\_\_\_\_
- color \_\_\_\_\_
- national origin \_\_\_\_\_
- religion \_\_\_\_\_
- disability \_\_\_\_\_
- age \_\_\_\_\_
- gender \_\_\_\_\_
- sexual orientation \_\_\_\_\_
- gender identity (or expression) \_\_\_\_\_
- limited English proficiency (LEP) \_\_\_\_\_
- other (please explain) \_\_\_\_\_

c. What is the current status of the complaint/lawsuit/\*finding?  
*{summarize in the space below}*

**\*If there is a finding by an administrative or investigative agency, what were the recommendations of the agency overseeing the investigation and have those recommendations been met? If not yet met, what is the timeline for meeting those recommendations?**

d. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the subrecipient issued by a federal or state court or federal or state administrative agency on the grounds of race, color, national origin, religion, gender, disability, or age?

Yes       No

**If no, notify the grantee that they are required to notify OCR and that they must do so immediately as OCJS is required to report the subrecipient.**



POSTING NOTIFICATION:

1. Does the agency notify beneficiaries and employees that the agency does not discriminate on the basis of race, color, national origin, religion, gender, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?

Yes       No

If yes, briefly describe how this notification occurs:

*INFORMATION POSTED IN PUBLIC AREAS.*

2. Does the agency notify employees and beneficiaries through agency brochures, publications, posters, etc. that the agency does not discriminate on the basis of race, color, national origin, religion, gender, disability, and age in employment practices?

Yes       No

If yes, briefly describe how this notification occurs:

*INFORMATION POSTED IN PUBLIC AREAS.*

3. Does the subrecipient have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subrecipient with the Ohio Civil Rights Commission or the federal Office of Justice Programs— Office of Civil Rights?

Yes       No

If yes, provide an explanation of these policies and procedures:

4. Does the subrecipient conduct any training for its employees on the requirements of complying with federal civil rights laws?

Yes       No

**SECTION 4: REQUIREMENTS RELATED TO PERSONS WITH HANDICAP<sup>2</sup>**

THE REQUIREMENTS IN SECTION 4 ONLY APPLY TO GRANTEES THAT HAVE  
50(+) EMPLOYEES & AWARD AMOUNT OF \$25,000(+)  
IF THIS DOES NOT APPLY SKIP TO SECTION 5

If the subrecipient has 50 or more employees and receives DOJ funding of \$25,000 or more, has the subrecipient taken the following actions:

**GRIEVANCE PROCEDURES:**

1. Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973? [This Act can be found at 28 C.F.R. Part 42, Subpart G; it prohibits discrimination on the basis of a disability<sup>3</sup> in employment practices and the delivery of services.]

Yes       No

**COMPLIANCE COORDINATOR:**

2. Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G?

Yes       No

- a. If yes, provide name of the designated person:

\_\_\_\_\_

**POSTING NOTIFICATION:**

3. Notified participants, beneficiaries, employees, applicants, and others that the subrecipient does not discriminate on the basis of disability?

Yes       No

- a. If yes, describe how (e.g. posters, inclusion in brochures or other program materials, etc.):

<sup>2</sup> Note: "handicap" is the term used in the legal definition in the Federal Code, which is why this term is being used rather than "disabled."

<sup>3</sup> Disability or handicap under Section 504 of the Rehabilitation Act of 1973 means any person who: (1) has a physical or mental impairment which substantially limits one or more major life activities, or (2) has a record of such an impairment, or (3) is regarded as having such an impairment – the perception of a disability.

(sk)

**SECTION 5: REQUIREMENTS FOR GRANTEES THAT OPERATE AN EDUCATION PROGRAM OR ACTIVITY**

If the subrecipient operates an education program or activity, has the subrecipient taken the following actions:

**GRIEVANCE PROCEDURES:**

1. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972? [This Act can be found at 28 C.F.R. Part 54; it prohibits discrimination on the basis of sex.]

Yes                       No

**COMPLIANCE COORDINATOR:**

2. Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54?

Yes                       No

- a. If yes, provide name of the designated person:

\_\_\_\_\_

**POSTING NOTIFICATION:**

3. Notified applicants for admission and employment, employees, students, parents, and others that the subrecipient does not discriminate on the basis of sex in its educational programs or activities.

Yes                       No

- a. If yes, describe how (e.g. posters, inclusion in brochures or other program materials, etc.):

LSA

**SECTION 6: LIMITED ENGLISH PROFICIENCY (LEP) REQUIREMENTS**

1. What reasonable steps<sup>4</sup> has the subrecipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)?<sup>5</sup>  
{summarize in the space below}

WARREN COUNTY CURRENTLY USES ARIST TRANSLATION SERVICES, INC.  
COLUMBUS, OHIO FOR ALL TRANSLATION NEEDS.

2. Does the agency have an LEP policy or a procedure for language assistance services?

Yes       No

**SECTION 7: FAITH BASED ORGANIZATIONS**

1. Does the agency engage in inherently religious activities?

Yes       No

2. If the subrecipient conducts religious activities as part of its programs or services, does the subrecipient do the following:

- a. Provide services to everyone regardless of religion or religious belief?

Yes       No

- b. Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instruction, or proselytization, and that such activities are kept separate in time or place from federally-funded activities?

Yes       No

- c. Ensure that participation in religious activities is voluntary for beneficiaries of federally-funded programs?

Yes       No

3. Does the agency deny service to anyone on the basis of religion?

Yes       No

Comments:

<sup>4</sup> Reasonable steps in the context of LEP requires a four-factor analysis: (1) the number and proportion of LEP persons served/encountered in the eligible service population – what language groups and how frequently they are encountered in the service area (2) the frequency with which LEP individuals come in contact with the program (3) the nature and importance of the program services – i.e. is the LEP individual asking for directions or looking for program area information (for example domestic violence); and (4) the resources available to the recipient.

<sup>5</sup> Meaningful access in the context of LEP means effective and accurate communication between the grantee and the LEP individual.

### STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which include:
  - Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d);
  - Victims of Crime Act (42 U.S.C. § 10604(e));

- The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b));
- Civil Rights Act of 1964 (42 U.S.C. § 2000d);
- Rehabilitation Act of 1973 (29 U.S.C. § 794);
- Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34);
- Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86);
- Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);
- Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
- Equal Treatment for Faith-Based Organizations (28 C.F.R. pt. 38)
- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures (28 C.F.R. pt. 42)

*In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.*

*Additionally, all grant recipients (including subgrantees or contractors) agree to report any complaints, lawsuits, or findings from a federal or state court or a federal or state Administrative Agency regarding a civil rights finding.*

7. If a governmental entity:

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

**U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS**

**State or Local Government: FY 2017 Certification of Compliance with 8 U.S.C. § 1373**

On behalf of the applicant government entity named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

- (1) I am the chief legal officer of the State or local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.
- (2) I have carefully reviewed 8 U.S.C. § 1373(a) and (b), including the prohibitions on certain actions by State and local government entities, -agencies, and -officials regarding information on citizenship and immigration status. I also have reviewed the provisions set out at (or referenced in) 8 U.S.C. § 1551 note ("Abolition ... and Transfer of Functions"), pursuant to which references to the "Immigration and Naturalization Service" in 8 U.S.C. § 1373 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.
- (3) I (and also the applicant entity) understand that the U.S. Department of Justice will require States and local governments (and agencies or other entities thereof) to comply with 8 U.S.C. § 1373, with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2017 OJP program under which this certification is being submitted ("the FY 2017 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2017 OJP Program.
- (4) I (and also the applicant entity) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (cf. 42 U.S.C. § 901(a)(2)). Also, I understand that, for purposes of this certification, neither a "public" institution of higher education (i.e., one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a State or local government entity or -agency.
- (5) I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning both—
  - (a) the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under this FY 2017 OJP Program; and
  - (b) any prohibitions or restrictions potentially applicable to the "program or activity" sought to be funded under the FY 2017 OJP Program that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. § 1373(a) or (b), whether imposed by a State or local government entity, -agency, or -official.
- (6) As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any prohibition or any restriction that would apply to the "program or activity" to be funded in whole or in part under the FY 2017 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that deals with either— (1) a government entity or -official sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. § 1373(a); or (2) a government entity or -agency sending to, requesting or receiving from, maintaining, or exchanging information of the types (and with respect to the entities) described in 8 U.S.C. § 1373(b).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 42 U.S.C. § 3795a), and also may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

David Danvers  
Signature of Chief Legal Officer of the Jurisdiction

David Frooshell  
Printed Name of Chief Legal Officer

3-19-18  
Date of Certification

Prosecuting Attorney, Warren County, OH  
Title of Chief Legal Officer of the Jurisdiction

GREATER WARREN COUNTY DRUG TASK FORCE  
Name of Applicant Government Entity (i.e., the applicant to the FY 2017 OJP Program identified below)

**FY 2017 OJP Program: Byrne Justice Assistance Grant ("JAG") Program**

Organization: Greater Warren County Drug Task Force

**Budget Request By Resource & Cost Category**

If this page is not applicable, check this box and click **Save**.

	1. Matching Funds		2. OCJS Funds	3. Total
	Cash	Inkind		
1. Personnel	\$15,000.00		\$45,000.00	\$60,000.00
2. Consultant/Contracts				\$0
3. Travel				\$0
4. Equipment				\$0
5. Supplies				\$0
6. Other Costs				\$0
7. Confidential Funds				\$0
8. Indirect Cost			\$45,000.00	\$60,000.00
9. Total Project Budget	\$15,000.00	\$0	\$45,000.00	\$60,000.00
OCJS decision				

Federal, State and Local Funding Sources-please provide information on funding that is received by your Agency that is relevant to this project applied for.

Include the source, amount received, and year funds were awarded.

The Warren County Drug Task Force receives funding as listed below to sustain five full-time positions as well as ongoing operating costs. Some amounts listed are approximate numbers and fluctuate somewhat annually.

\$142,000.00: Warren County Commissioners (approximate annual contribution).

\$100,000.00 - \$134,000.00: Various governmental entities within Warren County (approximate annual contribution).

\$153,000.00: Ohio HIDTA funding (approximate annual funding for facility rent and radio fees).

\$223,000.00: OCJS/LEF Grant award (Approximate average award for salaries: Commander, Field Commander, Assistant Field Commander positions).

\$45,000.00: OCJS/JAG Grant award 2016 award to support salary: Drug Diversion detective.

Unknown yearly amount of fines, state and federal forfeiture monies received during 2017.

Do you have other funding resources not identified above?

Yes  No





Organization: Greater Warren County Drug Task Force

**Budget Request By Resource**

	<b>Amount</b>	<b>Percentage %</b>
OCJS Funds Requested:	\$45,000.00	75.00%
Cash Match:	\$15,000.00	25.00%
In-Kind Match:	\$0	0.00%
<b>Total Project Budget:</b>	<b>\$60,000.00</b>	<b>100.00%</b>

Source of match will be from Federal forfeiture and/or local funds.

Identify the Source of Match:

03/13/2018 \* UPDATED PER PRE-AWARD CONDITIONS - SA

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

# Resolution

Number 18-0444

Adopted Date March 29, 2018

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO EXECUTE AMENDMENT NO 1 TO THE SUBGRANT AGREEMENT WITH THE STATE OF OHIO DEPARTMENT OF JOB AND FAMILY SERVICES ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize the President of this Board to execute Amendment no 1 to the Subgrant Agreement with the State of Ohio Department of Job and Family Services, effective July 1, 2018 to June 30, 2020, on behalf of the Warren County Juvenile Court; and

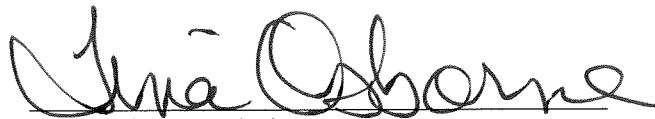
BE IT FURTHER RESOLVED, in the event funding is not available from State of Ohio Department of Job and Family Services, the Warren County Board of Commissioners has no further obligation to fund this project.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Ohio Department of Job and Family Services  
Juvenile (file)  
OGA

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES  
SUBGRANT AGREEMENT AMENDMENT #1**

**G-1819-06-0150**

This is Amendment #1 to the Subgrant Agreement between the Ohio Department of Job and Family Services (ODJFS), the Warren County Juvenile Court (SUBGRANTEE) and the Warren County Board of Commissioners (COMMISSIONERS), signed by ODJFS on July 7, 2017.

1. The Parties agree to add the Ohio Department of Medicaid (ODM) as a party to the Agreement for the purpose of allowing SUBGRANTEE, who has placement and care responsibilities of children, to have read only access to ODM's Medicaid Information Technology System (MITS) to confirm managed care plan selections and the start dates of managed care. The first paragraph of the RECITALS is updated to include the following:

SUBGRANTEE agrees to the Business Associate Requirements under the Health Insurance Portability and Accountability Act (HIPAA) between SUBGRANTEE and the Ohio Department of Medicaid (ODM).

2. The Parties agree to add HIPAA business associate language for SUBGRANTEE's read only access to MITS. Article XII is hereby added to read as follows:

**ARTICLE XII. BUSINESS ASSOCIATE REQUIREMENTS UNDER HIPAA**

- A. The authority to release this data is found in Title 42 of the Code of Federal Regulations (CFR), specifically 42 CFR 431.300, 431.302, 431.304, 431.305 431.306, 435.945; Privacy regulations 45 CFR 164.502(e); 164.504(e) and security regulations 45 CFR 164.308, 164.314 issued pursuant to the Health Insurance Portability and Accountability Act [42 USC 1320d. 1320d-8]; relevant amendments effected by the American Recovery and Reinvestment Act of 2009 [Pub. L. 111-5, §§ 13400, et seq.], the terms of this Agreement, or more stringent provisions of the law, rules, or regulations of the State of Ohio. The parties agree that any MITS data or records provided under this Agreement may only be used or disclosed in accordance with Medicaid regulations. SUBGRANTEE staff will need to complete and submit the ODM 7078 before access to MITS is granted.

The Agreement Manager for ODM is Roger Fouts, or successor.

- B. The definitions contained in this section are derived from federal law. Should there be any conflict between the meanings assigned in this Agreement and the meanings defined in applicable federal law (even in the event of future amendments to law that create such conflict), the definitions found in federal law will prevail.

1. **General Definitions.** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information and Use.
2. **Specific Definitions.**
  - a. HIPAA means the Health Insurance Portability and Accountability Act of 1996, the American Recovery and Reinvestment Act of 2009 (ARRA) and any other applicable federal statute or regulation.
  - b. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - c. Covered Entity means a health plan, a health care clearinghouse, or health care provider under 45 CFR 160.103.

- d. Business Associate means a person or entity that, on behalf of the Covered Entity, maintains, performs, or assists in the performance of a function or activity that involves the use or disclosure of "Protected Health Information" under 45 CFR 160.103.
  - e. Protected Health Information (PHI) means individually identifiable information including but not limited to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present or future payment for health care provided to an individual, as more fully defined under 45 CFR 164.501 and any amendments thereto, received or sent on behalf of ODM.
- C. SUBGRANTEE acknowledges that ODM is a Covered Entity under HIPAA. SUBGRANTEE further acknowledges that it is a Business Associate of ODM, and, in carrying out the work described in this Agreement, agrees to comply with all of the following provisions:
1. **Permitted Uses and Disclosures.** SUBGRANTEE will not use or disclose PHI except as provided in this Agreement or as otherwise required under HIPAA regulations or other applicable law.
  2. **Safeguards.** SUBGRANTEE will implement sufficient safeguards, and comply with Subpart C of 45 CFR Part 164 pertaining to electronic PHI to prevent the use or disclosure of PHI other than as provided for under this Agreement. Safeguards will be implemented for all paper and electronic PHI created, received, maintained, or transmitted on behalf of ODM.
  3. **Reporting of Disclosures.** SUBGRANTEE agrees to promptly report to ODM any inappropriate use or disclosure of PHI that is not in accordance with this Agreement or applicable law, including breaches of unsecured protected health information as required at 45 CFR 164.410 and any security incident SUBGRANTEE has knowledge of or reasonably should have knowledge of under the circumstances.

Further, SUBGRANTEE shall report to ODM the following:

- a. Any use or disclosure of PHI which is not in compliance with the terms of this Agreement or applicable law of which it becomes aware; and
- b. Any security incident of which it becomes aware. For purposes of this Agreement, "security incident" means the unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

As soon as is practical following of discovery of a reportable security incident, SUBGRANTEE shall notify ODM of the existence and nature of the incident as understood at that time. SUBGRANTEE shall immediately investigate the incident and within 24 hours of discovery shall provide ODM, in writing, a report describing the status and any results of SUBGRANTEE's investigation.

Reporting and other communications made to ODM under this section must be made to ODM's HIPAA privacy officer and Office of Legal Counsel at: PrivacyOffice@medicaid.ohio.gov and Mcdlegal@medicaid.ohio.gov

4. **Mitigation Procedures.** SUBGRANTEE agrees to coordinate with ODM to determine specific actions that will be required of the Business Associates for mitigation, to the extent practical, of the breach. These actions will include notification to the appropriate individuals, entities, or other authorities. Notification or communication to any media outlet must be approved, in writing, by ODM prior to any such communication being released. SUBGRANTEE will report all of its mitigation activity to ODM and shall preserve all relevant records and evidence.

5. **Incidental Costs.** SUBGRANTEE shall bear the sole expense of all costs to mitigate any harmful effect of any breaches or security incidents of which SUBGRANTEE has knowledge which are directly caused by the use or disclosure of protected health information by SUBGRANTEE in violation of the terms of this Agreement. These costs will include, but are not limited to, the cost of investigation, remediation and assistance to the affected individuals, entities or other authorities.
6. **Agents and Subcontractors.** SUBGRANTEE, in compliance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2) as applicable, will ensure that all its agents and subcontractors that create, receive, maintain, or transmit PHI from or on behalf of SUBGRANTEE and/or ODM agree to have, in a written agreement, the same restrictions, conditions, and requirements that apply to SUBGRANTEE with respect to the use or disclosure of PHI.
7. **Accessibility of Information.** SUBGRANTEE will make available to ODM such information as ODM may require to fulfill its obligations to provide access to or provide a copy of any information or documents with respect to PHI pursuant to HIPAA and regulations promulgated by the United States Department of Health and Human Services, including, but not limited to, 45 CFR 164.524 and 164.528 and any amendments thereto.
8. **Amendment of Information.** SUBGRANTEE shall make any amendment(s) to PHI as directed by, or agreed to, by ODM pursuant to 45 CFR 164.526, or take other steps as necessary to satisfy ODM's obligations under 45 CFR 164.526. In the event that SUBGRANTEE receives a request for amendment directly from the individual, agent, or subcontractor, SUBGRANTEE will notify ODM prior to making any such amendment(s). SUBGRANTEE's authority to amend information is explicitly limited to information created by SUBGRANTEE.
9. **Accounting for Disclosure.** SUBGRANTEE shall maintain and make available to ODM or individuals requesting the information as appropriate, records of all disclosures of PHI in a Designated Record Set as necessary to satisfy ODM's obligations under 45 CFR 164.528. For every disclosure the record will include, at a minimum, the name of the individual who is the subject of the disclosure, the date of the disclosure, reason for the disclosure if any, and the name and address of the recipient to which the protected health information was disclosed.
10. **Obligations of ODM.** When SUBGRANTEE is to carry out an obligation of ODM under Subpart E of 45 CFR 164, SUBGRANTEE agrees to comply with all applicable requirements of Subpart E that would apply to ODM in the performance of such obligation.
11. **Access to Books and Records.** SUBGRANTEE shall make available to ODM and to the Secretary of the U.S. Department of Health and Human Services any and all internal practices, documentation, books, and records related to the use and disclosure of PHI received from ODM, or created or received on behalf of ODM. Such access is for the purposes of determining compliance with the HIPAA Rules.
12. **Material Breach.** In the event of material breach of SUBGRANTEE's obligations under this Article, ODM may immediately terminate this Agreement as set forth in ARTICLE V. Termination of this Agreement will not affect any provision of this Agreement, which, by its wording or its nature, is intended to remain effective and to continue to operate after termination.
13. **Return or Destruction of Information.** Upon termination of this Agreement and at the request of ODM, SUBGRANTEE will return to ODM or destroy all PHI in SUBGRANTEE's possession stemming from this Agreement as soon as possible but no later than 90 days, and will not keep copies of the PHI except as may be requested by ODM or required by law, or as otherwise allowed for under this Agreement. If SUBGRANTEE, its agent(s), or subcontractor(s) destroy any PHI, then SUBGRANTEE will provide to ODM documentation evidencing such destruction. Any PHI retained by SUBGRANTEE will continue to be

extended the same protections set forth in this Section, HIPAA regulations and this Agreement for as long as it is maintained.

14. **Survival.** These provisions shall survive the termination of this Agreement.
3. All other terms of the Subgrant Agreement are hereby affirmed.

SIGNATURE PAGE FOLLOWS

Remainder of page intentionally left blank.

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES  
SUBGRANT AGREEMENT AMENDMENT #1

SIGNATURE PAGE

G-1819-06-0150

THE PARTIES HAVE EXECUTED THIS AMENDMENT #1 TO THE SUBGRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

Warren County Juvenile Court  
570 Justice Drive  
Lebanon, Ohio 45306

Ohio Department of Job and Family Services  
30 East Broad Street, 32nd Floor  
Columbus, Ohio 43215

\_\_\_\_\_  
Signature (Blue Ink Please)

\_\_\_\_\_  
Cynthia C. Dungey, Director

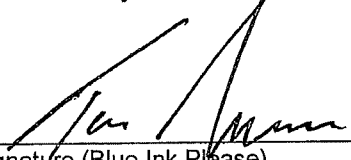
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Warren County Board of Commissioners

Ohio Department of Medicaid  
50 West Town Street  
Columbus, Ohio 43215

  
\_\_\_\_\_  
Signature (Blue Ink Please)

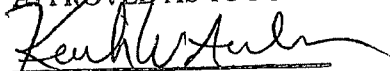
\_\_\_\_\_  
Barbara R. Sears, Director

Tom Grossmann  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

3/29/18  
\_\_\_\_\_  
Date

APPROVED AS TO FORM

  
\_\_\_\_\_  
Keith W. Anderson  
Asst. Prosecuting Attorney



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

# Resolution

Number 18-0445

Adopted Date March 29, 2018

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO ENTER INTO A LEASE AGREEMENT WITH PITNEY BOWES GLOBAL FINANCIAL ON BEHALF OF THE WARREN COUNTY PROBATE COURT.

BE IT RESOLVED, to approve and authorize the President and/or the Vice President of this Board to enter into a Lease Agreement with Pitney Bowes Global Financial on behalf of the Warren County Probate Court.

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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a – Pitney Bowes Global Financial  
Juvenile (file)

Exhibit A

LEASE SCHEDULE No. [REDACTED] TO MASTER LEASING AGREEMENT  
(the "Master Leasing Agreement")

True Lease Transaction

UNDER STATE TERM SCHEDULE NUMBER 111 800547

1. **Terms and Provisions:** This Lease Schedule is entered into by and between the Lessor and the Lessee set forth below pursuant to the terms of the Master Leasing Agreement, dated 03/01/2017, between Pitney Bowes Inc., as Lessor, and the State of Ohio, by the Department of Administrative Services, for the Lessee. The terms of the MASTER LEASING AGREEMENT are hereby incorporated by reference and made a part hereof. The Lessee (check appropriate box) and billing address of Lessee (complete) are set forth below:

- An Ohio State agency. The Lessee is the Ohio State agency set forth with the billing address below.
- A Political Subdivision in the State of Ohio. The name of the Political Subdivision is set forth below with the billing address.

Name and Billing Address: Warren County Probate Court  
900 Memorial Dr  
Lebanon Ohio 45036-2443  
0011511827

2. **Commencement Date** of this Lease Schedule shall be: a) the Acceptance Date as identified on the Acceptance Certificate (Exhibit B) hereto if such date is the first day of a month; or b) the first day of the month following the Acceptance Date if such date is not the first day of a month. The Lease Payment due dates shall include the Commencement Date and shall be on the first day of each month thereafter.
3. **Description of the Property:** The Property subject to this Lease Schedule is set forth below and has been acquired pursuant to the State Term Schedule 800547 currently in existence between Pitney Bowes Inc. and the State of Ohio, dated 03/01/2017

Item No.	Quantity	Style	Description
1			
2		See Detailed Quote	
3 etc.			

**Property Location:**  
**900 Memorial Dr Lebanon Ohio 45036-2443**

4. **Term:** 60 months.
5. **Periodic Lease Payment Amount:** \$ 295.94 month
6. **Lease Payment Frequency:** monthly billed quarterly [monthly, quarterly, annually]
7. **Expiration:** Lessor shall not be obligated to maintain the stated Payment Amount if the Certificate of Acceptance covering the Property has not been executed by Lessee and received by Lessor at: 3001 Summer St Stamford CT 06926; by 5:00 p.m., 30 days after installation.
8. **Taxes.** Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under the Master Leasing Agreement, and shall pay when due all, to the extent applicable by law, taxes, fees, withholdings, levies, imposts, duties, assessments and charges of any kind and nature arising out of or related to the Master Leasing Agreement all in accordance with Section 11 of the Master Leasing Agreement. Upon receipt by Lessor of any such property tax bill (whether from Lessee or directly from the taxing authority), Lessor will pay such tax and will invoice Lessee for the expense. Upon receipt of such invoice, Lessee will promptly reimburse Lessor for such expense.

9. **Assignment:** As provided in Section 24 of the Master Leasing Agreement, Lessee is hereby notified that Lessor has assigned all of its right, title and interest in the Lease Schedule, the Property thereunder and the Lease Payments thereunder and all other rights in and amounts provided for under the Master Leasing Agreement applicable to the Lease Schedule to the Assignee (collectively the "Assigned Interest"). Lessee is hereby directed to pay any and all Lease Payments and other amounts due with respect to which Assignee renders an invoice, at the address set out immediately below or as otherwise directed in said invoice:

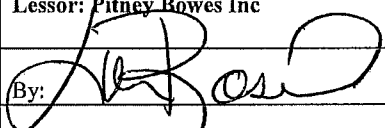
**Assignee:** Assignee Name  
Assignee address  
Assignee City, State, Zip

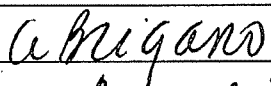
10. In signing this, Lessee warrants that the representations, covenants and warranties of the Lessee set forth in the Master Leasing Agreement, which are applicable to this Lease Schedule are true and correct on the date hereof. Lessee agrees that it will pay all amounts due under the Lease Schedule as directed in the invoice and subject to Section 9.2 of the Master Leasing Agreement.

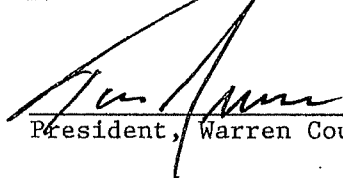
11. This Schedule is subject to Review and Approval by Assignee Name

**ASSIGNMENT ACCEPTED BY ASSIGNEE NAME:**

By: N/A

Lessor: Pitney Bowes Inc
By: 
Printed Name: Lori Rossio
Title: GMAM
Date: 3/15/18

Lessee: Warren County Probate Court
By: 
Printed Name: Anthony Brigano
Title: COURT Adm.
Date: 3-22-18

  
 \_\_\_\_\_  
 President, Warren County Board of Commissioners

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

# Resolution

Number 18-0446

Adopted Date March 29, 2018

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

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

Veterans	\$1,465.12
Veterans	\$1,472.95
Veterans	\$1,068.00


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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Veterans (file)  
OMB

# THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 3/26/18

From: WC Veterans

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

A purchase order was not completed for this procurement because: purchase order certified one day later than invoice date!

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5210	317	\$ 1465.12

VENDOR NAME Verizon - NetworkFlect

DESCRIPTION OF SERVICES GPS equipment

DATE OF OBLIGATION 3/13/18

## THEN & NOW CERTIFICATION

### CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

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

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

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 8,344.43 DATE 3/13/18

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 8,216.96 DATE 3/27/18

FUND BALANCE NOW \$ 28,328,014.97

CERTIFIED BY: Matt Nolan JS

MATT NOLAN, WARREN COUNTY AUDITOR

# THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 3/21/18

From: WC Veterans

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

A purchase order was not completed for this procurement because: Looked at wrong year!

Thought I had a blanket po open.

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5210	910	\$ 1472.95

VENDOR NAME National Pen

DESCRIPTION OF SERVICES Outreach bags w/ logo

DATE OF OBLIGATION 3/15/18

## THEN & NOW CERTIFICATION

### CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

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

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

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 60,854.35 DATE 3/15/18

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 58,970.48 DATE 3/27/18

FUND BALANCE NOW \$ 28,328.10

2018 MAR 26 PM 2:30

CERTIFIED BY: Matt Nolan ss

RECEIVED

MATT NOLAN, WARREN COUNTY AUDITOR

# THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 3/21/18

From: WC Veterans

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

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

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5220	920	\$ 1068.00

VENDOR NAME Steeplechase Apartments

DESCRIPTION OF SERVICES Rent for April 2018

DATE OF OBLIGATION 3/16/18

RECEIVED  
 2018 MAR 22 AM 10:47  
 MATT NOLAN  
 WARREN COUNTY AUDITOR  
 LEVINGTON, OHIO

## THEN & NOW CERTIFICATION

### CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

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

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

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 351,479.25 DATE 3/16/18

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 337,244.38 DATE 3/23/18

FUND BALANCE NOW \$ 28,272,870.60

CERTIFIED BY: Matt Nolan SS

**MATT NOLAN, WARREN COUNTY AUDITOR**

# Resolution

Number 18-0447

Adopted Date March 29, 2018

## APPROVE VARIOUS REFUNDS

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


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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Refunds file



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

# Resolution

Number 18-0448

Adopted Date March 29, 2018

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #03/22/2018 #001, #03/22/2018 #002, and #03/22/2018 #003, #03/22/2018 004, #03/22/2018 005, #03/22/2018 006, #03/27/2018 001, #03/27/2018 002, #03/27/2018 003, #03/27/2018 004, #03/27/2018 005, #03/27/2018 006, #03/27/2018 007, #03/27/2018 008, #03/27/2018 009, and #03/27/2018 010 ; said batches are attached hereto and made a part hereof.

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

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


Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

kh

cc: Auditor 

# Resolution

Number 18-0449

Adopted Date March 29, 2018

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT RELEASE WITH CYPRESS RIDGE, LTD. FOR CYPRESS RIDGE, PHASE VII SITUATED IN CLEARCREEK TOWNSHIP

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

## RELEASE

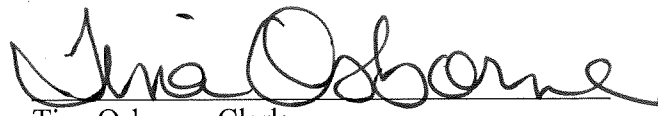
Bond Number	:	14-007 (W/S)
Development	:	Cypress Ridge, Phase VII
Developer	:	Cypress Ridge, Ltd.
Township	:	Clearcreek
Amount	:	\$10,941.40
Surety Company	:	Certified Check #2010113745 – Huntington National Bank

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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Cypress Ridge, Ltd., 8534 Yankee Street, Dayton, Ohio 45458  
E. Hartmann  
Water/Sewer (file)  
Bond Agreement file

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

# Resolution

Number 18-0450

Adopted Date March 29, 2018

APPROVE BOND RELEASE FOR SORAYA FARMS, LLC FOR COMPLETION OF IMPROVEMENTS IN SORAYA FARMS, SECTION 3 SITUATED IN CLEARCREEK TOWNSHIP

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

EROSION CONTROL PERFORMANCE BOND RELEASE

Bond Number	:	N/A
Development	:	Soraya Farms, Section 3
Developer	:	Soraya Farms, LLC
Township	:	Clearcreek
Amount	:	\$17,503.30
Surety Company	:	Peoples Bank LOC #420

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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 18-0451

Adopted Date March 29, 2018

APPROVE BOND RELEASE FOR SORAYA FARMS, LLC FOR COMPLETION OF IMPROVEMENTS IN SORAYA FARMS LIFESTYLE COMMUNITY, SECTION 3 SITUATED IN CLEARCREEK TOWNSHIP

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

EROSION CONTROL PERFORMANCE BOND RELEASE

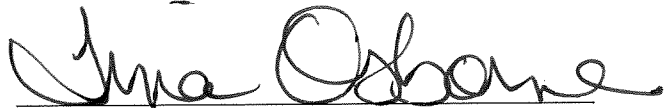
Bond Number	:	N/A
Development	:	Soraya Farms Lifestyle Community, Section 3
Developer	:	Soraya Farms, LLC
Township	:	Clearcreek
Amount	:	\$57,322.20
Surety Company	:	First Financial Bank LOC #820110339

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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 18-0452

Adopted Date March 29, 2018

ENTER INTO EROSION CONTROL BOND AGREEMENT FOR SORAYA FARMS LLC FOR COMPLETION OF IMPROVEMENTS IN SORAYA FARMS LIFESTYLE 5 SITUATED IN CLEARCREEK TOWNSHIP

BE IT RESOLVED to enter into the following performance bond agreement upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND AGREEMENT

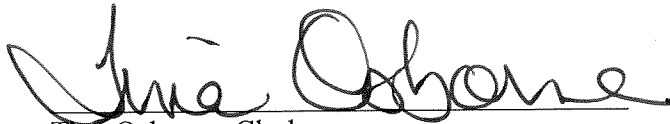
Bond Number	:	N/A
Development	:	Soraya Farms Lifestyle 5
Developer	:	Soraya Farms LLC
Township	:	Clearcreek
Amount	:	\$12,573.60
Surety Company	:	Cashier's Check Huntington Bank #2012334905

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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Developer  
E. Hartmann  
Soil & Water (file)  
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**EROSION & SEDIMENT CONTROL**

Security Agreement No.

\_\_\_\_\_

This Agreement made and concluded at Lebanon, Ohio, by and between Soraya Farms LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and \_\_\_\_\_ (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Soraya Farms Section/Phase Lifestyle 5 (3) (hereinafter the "Subdivision") situated in Clearcreek (5) Township, Warren County, Ohio, in accordance with the Warren County Erosion and Sediment Control Regulations adopted November 16, 2006 (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$9,672.00, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$9,672.00; and,

**WHEREAS**, the County Commissioners require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations and to require all Developers to post security in the sum of twenty percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$12,573.60 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations (hereinafter the Performance Obligation). If any sum greater

than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the District Administrator of the Warren County Soil & Water Conservation District of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not performed in accordance with the Warren County Erosion and Sediment Control Regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County Erosion and Sediment Control Regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$1,934.40 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the District Administrator of the Warren

County Soil & Water Conservation District (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the District Administrator of the Warren County Soil & Water Conservation District of the maintenance required upon the Improvements to bring the same into compliance with Warren County Erosion and Sediment Control Regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the District Administrator of the Warren County Soil & Water Conservation District.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County Erosion and Sediment Control Regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the District Administrator of the Warren County Soil & Water Conservation District, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be



necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.

11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.
12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners  
Attn: Dave Gully, County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the District Administrator:

Warren County Soil & Water Conservation District  
Dave McElroy, District Administrator  
320 East Silver Street  
Lebanon, OH 45036  
Ph. 513.695.1337

C. To the Developer:

Soraya Farms LLC

\_\_\_\_\_  
8534 Yankee Street  
Dayton, OH 45458  
\_\_\_\_\_  
Ph. ( 937 ) 438 - 3667

D. To the Surety:

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

Ph. ( ) \_\_\_\_\_ -

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

- Certified check or cashier's check** (attached) (CHECK # 2012334905)
- Original Letter of Credit** (attached) (LETTER OF CREDIT # \_\_\_\_\_)
- Original Escrow Letter** (attached)
- Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).
- Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. **The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**
  
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

**DEVELOPER:**

**SURETY:**

Pursuant to a resolution authorizing the undersigned to execute this agreement.

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: Shery Oakes

SIGNATURE: \_\_\_\_\_

PRINTED NAME: Shery Oakes

PRINTED NAME: \_\_\_\_\_

TITLE: President

TITLE: \_\_\_\_\_

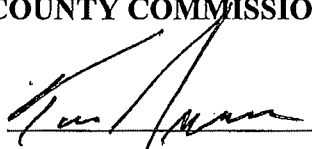
DATE: 3/20/18

DATE: \_\_\_\_\_

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**IN EXECUTION WHEREOF**, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 18-0452, dated 3/29/18.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Tom Grossmann

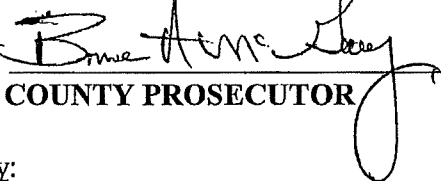
TITLE: President

DATE: 3/29/18

RECOMMENDED BY:

By:   
**DISTRICT ADMINISTRATOR OF THE  
WARREN COUNTY SOIL & WATER  
CONSERVATION DISTRICT**

APPROVED AS TO FORM:

By:  Asst Pros  
**COUNTY PROSECUTOR**

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

CASHIER'S CHECK

The Huntington National Bank - Branch 420012  
Columbus, Ohio 43219



No. 2012334905

Remitter Soraya Farms LLC

Date 03/20/2018

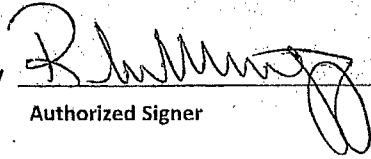
Pay Twelve Thousand Five Hundred Seventy Three Dollars & 60/100 \$ **\*\* 12,573.60 \*\***

To the Order Of

Warren County Regional  
Planning Commission

Drawer: The Huntington National Bank  
Columbus, Ohio 43219

DRAWEE: The Huntington National Bank  
Columbus, Ohio 43219

By   
Authorized Signer

⑈ 2012334905⑈ ⑆044000024⑆ 01892517247⑈

Details on bank  
Security Features Included

# Resolution

Number 18-0453

Adopted Date March 29, 2018

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH M/I HOMES OF CINCINNATI, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN HUDSON HILLS, SECTION 3, BLOCK "A" SITUATED IN DEERFIELD TOWNSHIP.

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following Street and Appurtenances (including sidewalks) Security Agreement:

## SECURITY AGREEMENT

Bond Number	:	18-006 (P/S)
Development	:	Hudson Hills, Section 3, Block "A"
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$165,270.82
Surety Company	:	Capitol Indemnity Corp. (#60125438)

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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer  
Surety Company  
Engineer (file)  
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**STREETS AND APPURTENANCES  
(Including Sidewalks)**

Security Agreement No.  
18-006 (P/S)  
Bond #60125438

This Agreement made and concluded at Lebanon, Ohio, by and between \_\_\_\_\_  
M/I Homes of Cincinnati, LLC (1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
Capitol Indemnity Corporation (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Hudson Hills  
Subdivision, Section/Phase 3, Block A (3) (hereinafter the "Subdivision") situated in  
Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County  
Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$826,354.09  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$95,032.30; and,

**WHEREAS**, the County Commissioners require all developers to post security in the sum of one  
hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure  
the performance of the construction of uncompleted or unapproved Improvements in accordance with  
Warren County subdivision regulations and to require all Developers to post security in the sum of twenty  
percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements  
and their tentative acceptance by the County Commissioners to secure the performance of all maintenance  
upon the Improvements as may be required between the completion and tentative acceptance of the  
Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum  
of \$165,270.82 to secure the performance of the construction of the  
uncompleted or unapproved Improvements in accordance with Warren County subdivision  
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is  
inserted herein, the **minimum performance security** shall be twenty percent (20%) of the  
total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within One (1) years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$165,270.82 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.



7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Engineer:

Warren County Engineer  
105 Markey Road  
Lebanon, OH 45036  
Ph. (513) 695-3336

C. To the Developer:

M/I Homes of Cincinnati, LLC

9349 Waterstone Blvd., Suite 100

Cincinnati, OH 45249

Ph. (513 ) 248/ -5400

D. To the Surety:

Capitol Indemnity Corporation

P O Box 5900

Madison, WI 53705

Ph. (800 ) 475 -4450

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

       **Certified check or cashier's check** (attached) (CHECK #                     )

       **Original Letter of Credit** (attached) (LETTER OF CREDIT #                     )

       **Original Escrow Letter** (attached)

  X   **Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

       **Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

**DEVELOPER:**

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: M. Gargrave

PRINTED NAME: Maria Gargrave

TITLE: Assistant General Counsel

DATE: 2/13/18

**SURETY:**

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: Denise Nelson

PRINTED NAME: Denise Nelson

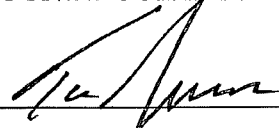
TITLE: Attorney-In-Fact

DATE: February 13, 2018

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 18-0453, dated 3/29/18.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Tom Grossman

TITLE: President

DATE: 3/29/18

RECOMMENDED BY:

By:

  
COUNTY ENGINEER

APPROVED AS TO FORM:

By:

  
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

CAPITOL INDEMNITY CORPORATION  
POWER OF ATTORNEY

60125438

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

RYAN BURKE, JULIANN JOHNSTON, DENISE NELSON, SUZANNE M. ROZEK, KATHLEEN A. VANSOVICH  
MICHAEL WARD, DEBORAH L. WILLIAMS

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 27th day of July, 2015.

Attest:

*Gary W. Stumper*  
Gary W. Stumper  
President  
Surety & Fidelity Operations



CAPITOL INDEMNITY CORPORATION

*Stephen J. Sills*  
Stephen J. Sills  
CEO & President

STATE OF WISCONSIN } S.S.  
COUNTY OF DANE }

On the 27th day of July, 2015 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say that he resides in the County of New York, State of New York; that he is President of CAPITOL INDEMNITY CORPORATION, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*David J. Regele*  
David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN } S.S.  
COUNTY OF DANE }

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked, and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 13th day of February 015



*Antonio Celi*  
Antonio Celi  
Secretary

# Resolution

Number 18-0454

Adopted Date March 29, 2018

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH M/I HOMES OF CINCINNATI, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN HUDSON HILLS, SECTION 3, BLOCK "A", SITUATED IN DEERFIELD TOWNSHIP

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

## SECURITY AGREEMENT


Bond Number	:	18-006 (W/S)
Development	:	Hudson Hills, Section 3, Block "A",
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$32,071.62
Surety Company	:	Capitol Indemnity Corporation (60125437)

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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cgb

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd., Suite 100, Cincinnati OH 45249  
Capitol Indemnity Corporation, PO Box 5900, Madison WI 53705  
Water/Sewer (file)  
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

Bond #60125437 18-006 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between \_\_\_\_\_  
M/I Homes of Cincinnati, LLC (1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
Capitol Indemnity Corporation (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Hudson Hills  
Subdivision, Section/Phase 3, Block A (3) (hereinafter the "Subdivision") situated in  
Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County  
Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$320,716.25,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
Zero (\$0); and,

**WHEREAS**, the County Commissioners have determined to require all developers to post security  
in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved  
Improvements to secure the performance of the construction of uncompleted or unapproved Improvements  
in accordance with Warren County subdivision regulations and to require all Developers to post security in  
the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the  
Improvements and their tentative acceptance by the County Commissioners to secure the performance of  
all maintenance upon the Improvements as may be required between the completion and tentative  
acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum  
of Zero (\$0) to secure the performance of the construction of the  
uncompleted or unapproved Improvements in accordance with Warren County subdivision  
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is  
inserted herein, the **minimum performance security** shall be ten percent (10%) of the total  
cost of the Improvements.



2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within One (1) years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$32,071.62 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department  
Attn: Sanitary Engineer  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1380

C. To the Developer:

M/I Homes of Cincinnati, LLC

---

9349 Waterstone Blvd., Suite 100

---

Cincinnati, OH 45249

---

Ph. (513) 248 - 5400

---

D. To the Surety:

Capitol Indemnity Corporation

P O Box 5900

Madison, WI 53705

Ph. (800 ) 475 -4450

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested and shall be complete upon mailing. All parties are obligated to give notice of any change of address.

14. The security to be provided herein shall be by:

\_\_\_ Certified check or cashier's check (attached) (CHECK # \_\_\_\_\_)

\_\_\_ Original Letter of Credit (attached) (LETTER OF CREDIT # \_\_\_\_\_)

\_\_\_ Original Escrow Letter (attached)

Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a power of attorney attached evidencing such authorized signature).

\_\_\_ Surety obligation of national bank (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.

16. In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
  
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

**DEVELOPER:**

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: *M. Garra*

PRINTED NAME:   Maria Garra  

TITLE:   Assistant General Counsel  

DATE:   2/13/18  

**SURETY:**

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: *Denise Nelson*

PRINTED NAME:   Denise Nelson  

TITLE:   Attorney-In-Fact  

DATE:   February 13, 2018  

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 18-0454, dated 3/29/18.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 3/29/18

RECOMMENDED BY:

By:   
SANITARY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

CAPITOL INDEMNITY CORPORATION  
POWER OF ATTORNEY

60125437

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

RYAN BURKE, JULIEANN JOHNSTON, DENISE NELSON, SUZANNE M. ROZEK, KATHLEEN A. VANSOVICH  
MICHAEL WARD, DEBORAH L. WILLIAMS

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 27th day of July, 2015.

Attest:

*Gary W. Stumper*  
Gary W. Stumper  
President  
Surety & Fidelity Operations



CAPITOL INDEMNITY CORPORATION

*Stephen J. Sills*  
Stephen J. Sills  
CEO & President

STATE OF WISCONSIN } S.S.  
COUNTY OF DANE }

On the 27th day of July, 2015 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say, that he resides in the County of New York, State of New York; that he is President of CAPITOL INDEMNITY CORPORATION, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*David J. Regele*  
David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN } S.S.  
COUNTY OF DANE }

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 13th day of February, 2015



*Antonio Celi*  
Antonio Celi  
Secretary

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 18-0455

Adopted Date March 29, 2018

## APPROVE VARIOUS RECORD PLATS

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

- Hudson Hills Section 3 Block "A" – Deerfield Township
- Hudson Hills Section 3 Block "A" Easement – Deerfield Township

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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File  
RPC



# Resolution

Number 18-0456

Adopted Date March 29, 2018

## APPROVE APPROPRIATION DECREASES WITHIN VARIOUS FUNDS

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

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

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


\$ 600.00 from #259-5915-400 (Ohio Means Jobs – Purchased Services)  
\$ 930.00 from #619-1110-400 (Garage – Purchased Services)


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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Decrease file  
OhioMeansJobs (file)  
Garage (file)  
OMB

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

# Resolution

Number 18-0457

Adopted Date March 29, 2018

APPROVE CASH ADVANCE FROM JAIL CONSTRUCTION & REHAB FUND #497 INTO JAIL CONSTRUCTION SALES TAX FUND #495

NOW BE IT RESOLVED, that this Board has determined that Fund #497 and #495 are compatible in that both funds have been established for the purpose of construction projects associated with the Warren County Jail Facilities; and

BE IT FURTHER RESOLVED, to approve the following cash advance:

\$145,000.00	from	#497-5555-666	(Jail Construction – Cash Out)
	Into	#495-5555-555	(Jail Construction – Cash In)


BE IT FURTHER RESOLVED, that said cash advance shall be repaid upon receipt of sufficient revenue in Fund #495 from the additional ¼% sales tax levied effective January 1, 2018.


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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Cash Advance  
Commissioners (file)

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

# Resolution

Number 18-0458

Adopted Date March 29, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT  
SPECIAL PROJECTS FUND #224

BE IT RESOLVED, to approve the following supplemental appropriation:


\$5,000.00 into 224-1220-317 (Capital Purchases under \$10,000)


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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Supplemental Adjustment file  
Common Pleas (file)  
OMB

# Resolution

Number 18-0459

Adopted Date March 29, 2018

APPROVE SUPPLEMENTAL APPROPRIATION TO THE COUNTY COURT FUND 269

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 1,000.00 into 269-1280-400 (Purchased Services)

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


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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
County Court (file)  
OMB

# Resolution

Number 18-0460

Adopted Date March 29, 2018

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO SHERIFF'S OFFICE FUND #285

BE IT RESOLVED, to approve the following supplemental appropriation adjustments within Warren County Sheriff's Office Fund #285:

\$10,000.00	into	#285-2200-820	(Health Insurance)
\$ 2,000.00	into	#285-2200-102	(Salaries)
\$ 500.00	into	#285-2200-811	(PERS)


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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 18-0461

Adopted Date March 29, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO SHERIFF'S OFFICE FUND #285

BE IT RESOLVED, to approve the following supplemental appropriation adjustment within Warren County Sheriff's Office Fund #285:

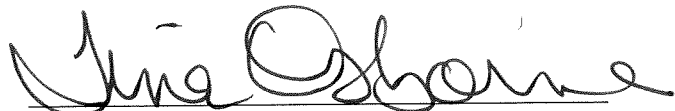
\$10,000.00 into #285-2200-317 (Capital Purchases Under \$10,000)

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


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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 18-0462

Adopted Date March 29, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT  
COMMUNITY BASED CORRECTIONS FUND #289

BE IT RESOLVED, to approve the following supplemental adjustment:

\$ 5,500.00 into #289-1225-400 (Purchased Services)

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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor VF  
Supplemental Adjustment file  
Common Pleas (file)  
OMB

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

# Resolution

Number 18-0463

Adopted Date March 29, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO PROPERTY AND CASUALTY  
INSURANCE FUND #637

BE IT RESOLVED, to approve the following supplemental appropriation:


\$75,511.70 into #637-1113-910 (Commissioners Insurance – Other Expense)

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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Supplemental Appropriation file  
OMB (file)



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

# Resolution

Number 18-0464

Adopted Date March 29, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN ECONOMIC DEVELOPMENT  
FUND #101-1116

BE IT RESOLVED, to approve the following appropriation adjustment:

\$500.00      from #101-1116-910      (Econ Dev. – Other Expense )  
                 into #101-1116-210      (Econ Dev. –Office Supplies General)

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


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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

AS/

cc: Auditor   
Appropriation Adjustment file  
Economic Development (file)  
OMB

# Resolution

Number 18-0465

Adopted Date March 29, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT  
COMMUNITY BASED CORRECTIONS FUND #289

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 1,500.00    from    #289-1226-910            (Other Expense)  
                  into    #289-1226-850            (Training-Education)


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

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

Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

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

# Resolution

Number 18-0466

Adopted Date March 29, 2018

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN THE SEWER REVENUE FUND  
NO. 580

WHEREAS, the Sewer department incurs costs for supplies; and

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

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


\$30,000.00	from	#580-3300-3300-400 (Purchased Services)
	into	#580-3300-3300-317 (Capital Purchases under \$10,000)

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

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


Resolution adopted this 29<sup>th</sup> day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jmb

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