

# Resolution

Number 18-1577

Adopted Date October 16, 2018

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO ROBERT REDMON,  
WITHIN FACILITIES MANAGEMENT

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

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

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

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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Tina Osborne, Clerk

cc: Facilities Management (file)  
R. Redmon's FMLA file  
OMB – Sue Spencer

# Resolution

Number 18-1578

Adopted Date October 16, 2018

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR SHAWN MARTIN, WATER TREATMENT PLANT TECHNICIAN, WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS Shawn Martin, Water Treatment Plant Technician, within the Water and Sewer Department, has successfully completed her 365-day probationary period, effective October 16, 2018; and

NOW THEREFORE BE IT RESOLVED, to approve Shawn Martin's completion of 365-day probationary period and to approve a pay increase to \$15.56 hour, effective pay period beginning October 27, 2018.

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

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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water and Sewer (file)  
OMB -Sue Spencer  
S. Martin's Personnel File

# Resolution

Number 18-1579

Adopted Date October 16, 2018

AMEND SECTIONS 7.12: DRUG FREE WORKPLACE AND 7.12A: COMMERCIAL DRIVER'S LICENSE (CDL) ALCOHOL AND DRUG TESTING OF THE WARREN COUNTY PERSONNEL POLICY MANUAL

WHEREAS, it is the desire of this Board to modify Sections 7.12 and 7.12A adding language regarding the non-exemption of Medical Marijuana; and

NOW THEREFORE BE IT RESOLVED, to amend 7.12: Drug Free Workplace and 7.12.A: Commercial Driver's License (CDL) Alcohol and Drug Testing, of the Warren County Personnel Policy Manual, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that said amendments will become effective immediately.

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

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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc:	Garage	CSEA
	Facilities Management	OhioMeansJobs
	Water/Sewer	Solid Waste
	Commissioners	Emergency Services
	Telecommunications	County Court
	Grants Admin.	Dog and Kennel
	Building & Zoning	Children Services
	Clerk of Courts	Recorder
	Treasurer	Information Technology
	Auditor	Economic Development
	Veterans	Human Services
	Coroner	OMB
	Engineer	Soil & Water

## POLICY 7.12 DRUG FREE WORKPLACE POLICY

Employees shall receive a copy of this Policy and sign a statement upon receipt of acknowledging that it is a condition of employment through new employee orientation or other sources.

In order to maintain a work environment that is free from the effects of drug and alcohol abuse the County has established the following policy ~~in accordance with the Drug Free Workplace Act of 1988 (PL 100-690, 102 Stat. 4181, Section 5151-5160)~~. This policy is intended to establish a drug free workplace, and will be considered as a condition of employment. The County expects its employees to report to work in a condition to perform their duties in a safe, effective and efficient manner

- A. Reporting to or being impaired at work, the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance by an employee which takes place in whole or in part in the employer's workplace is strictly prohibited. The term "controlled substance" means a controlled substance in Schedule I-V of section 202 of the Controlled Substance Act (21 U.S.C. 812, **or as defined in O.R.C 3719.01**).
- B. Any employee **arrested or convicted of any Federal, State or Local criminal drug statutes within the workplace, a drug or alcohol offense, who fails to timely report the arrest or conviction may be terminated from employment and or held civilly liable for any damage caused, including loss of state or federal funds, resulting in the misconduct.** ~~must notify the employer in writing of the fact within five (5) calendar days of the conviction~~ **Conviction: Means any finding of guilt, including a plea of *nolo contendere* (no contest) or the imposition of a sentence, or both, by any judicial body charged with the responsibility to determine if violations of the federal or state criminal drug statutes. Criminal Drug Statute: means a criminal statute involving manufacture, distribution, dispensation, possession, or use, or procession of any controlled substance. For purposes of this policy all definitions will be consonant with O.R.C 3719.01.**
- ~~B. Any employer receiving Federal funds, who is notified by an employee of a workplace-related drug conviction, must report it to the Contracting Agency within ten (10) calendar days of learning of such conviction. Any conviction not reported may result in loss of Federal funds.~~
- ~~D.~~ C. Any employee who fails to **timely** report a ~~workplace-related drug~~ **an arrest or conviction:**
  - 1. ~~Will~~ **May** be terminated from employment;
  - 2. ~~Will be forever barred from future employment; and~~

3. ~~May be held civilly liable for any loss of Federal funds resulting from the failure to report the conviction.~~ **damage caused, including loss of state or federal funds resulting from misconduct.**

~~E.D. Whether reported or not, within thirty (30) days of receiving notice of a workplace drug offense conviction or upon concluding that an employee has violated paragraph A above, any of the County will:~~ **Any occurrences of the violations listed above the County will:**

1. Take appropriate personnel action against such employee, up to and including termination; and/or
2. Require such employee to satisfactorily participate in a drug rehabilitation program.

~~F. E.~~ Any employee who is referred to a drug rehabilitation program (see E.2 above) and fails to satisfactorily participate in the program will be terminated from employment.

~~G. F.~~ Employees are put on notice that an employee is under the influence of drugs or alcohol may forfeit their right to obtain workers compensation benefits. The law establishes a rebuttable presumption if an injured worker tests positive for the use of drugs or alcohol, the worker will have to prove the use of drugs or alcohol will also establish the presumption. Employees who are involved with a workplace accident may be required to undergo drug and/or alcohol testing in accordance with this policy.

**G. Employees who are using medical marijuana as authorized by Ohio law are ~~not exempt~~ from this policy in any way. The use of marijuana in any form for any purpose, authorized for medicinal purposes or unauthorized, will be treated the same as the use of all other Schedule I controlled substances, illegal drugs, or abuse of legal drugs. Employees using Schedule I controlled substances or illegal drugs, including medical marijuana authorized by and in accordance with Ohio law, are still subject to all provisions of this policy and may be subject to discipline including termination for such use.**

#### H. DRUG SCREENING

1. Pre-Employment: Applicants for employment with the County, who have been conditionally offered a position with the County, shall be required to submit to testing to determine the presence of drugs. Candidates for employment will be informed of the necessity for pre-employment drug testing at the time of application or interview.

a. All positive screens will be reviewed by a Medical Review Officer

(MRO) who shall be a licensed physician. All decisions of the Medical Review Officer shall be final. Failure to successfully pass the drug screen shall render the applicant "not eligible for employment."

- b. Individuals who refuse to consent to the drug screening procedure, or fail to appear for testing within the prescribed time requirement, will be ineligible for employment.
2. "Reasonable Suspicion" Testing: An employee may be required to undergo testing for alcohol or controlled substances based upon specific objective facts and reasonable inferences drawn from these facts. Such facts and inferences may be based on, but are not limited to, any of the following:
- a. Observable phenomena, such as direct observation of drug or alcohol use, possession, or distribution during or immediately preceding work time; or the physical symptoms of being under the influence of drugs or alcohol, such as, but not limited to, slurred speech, dilated pupils, odor of alcohol or marijuana, disorientation, dynamic mood swings, etc.;
  - b. A pattern of abnormal conduct, erratic or aberrant behavior, or deterioration work performance (e.g., frequent absenteeism, excessive tardiness, recurrent accidents, etc.) which appears to be related to substance abuse or alcohol and does not appear to be attributable to other factors;
  - c. The identification of an employee as the focus of a criminal investigation into unauthorized drug possession, use, or trafficking;
  - d. A report of alcohol or other drug misuse or abuse during or immediately preceding work time provided by a reliable and credible source. The complaint must be in writing and signed by the citizen and verified by the department or OMB;
  - e. Repeated or flagrant violations of safety or work rules which pose a substantial risk to physical injury or property damage and which appear to be related to substance abuse or substance use and do not appear attributable to other factors.
  - f. Reports of "Reasonable Suspicion" shall be forwarded immediately to the supervisor or Department Head. The Supervisor or Department Head shall contact OMB who will then investigate the report and determine testing. The OMB representative or its designee will order the employee to submit to a breath, urine or

blood test designed to detect the the presence of alcohol and /or drugs. A verbal order may be issued by OMB with a written order to follow within twenty-four (24) hours.

- g. The employee will be advised of the purpose and possible consequences of the particular test that will be given.
- h. The employee shall be transported to the alcohol and /or drug testing facility by a representative of the Appointing Authority, by an employee of OMB, or a person designated by that office.
- i. Following a urine sample collection or blood draw, the employee will be transported home by the representative of the Appointing Authority, by an employee of OMB, or a person designated by that office. The employee will be on paid leave relieved of duty until the test results are back from the testing facility. If the drug results are negative, the employee shall return to work upon notification of the test results, if there are additional concerns the employee may be required to submit to a fitness for duty exam. If the test results are positive the employee will be contacted with the results and will be told when to return to work and a pre-disciplinary hearing will be scheduled to determine discipline.
- j. Following an alcohol breathalyzer test, if the test results are negative the employee will be returned to work. If the results are positive the employee will be transported home and relieved of duty without pay for the remainder of the employee's shift. The employee will be told when to return to work and a pre-disciplinary hearing will be scheduled to determine discipline.
- k. An employee's refusal to submit to testing after being properly ordered to do so and an employee who fails to complete the testing process is subject to disciplinary action up to and including termination.

I. Employees are prohibited from engaging in the following:

- 1. Reporting to duty or remaining on duty while having a breath alcohol Concentration of .04 or greater. Note this is consistent with CDL requirements contained in Section 7.14 of this manual.
- 2. Reporting to duty or remaining on duty while using a controlled substance (including prescription drugs that impair the employee's ability to perform the assigned duties or jeopardize the safety of others.)

3. Employees on call shall not drink alcoholic beverages or use controlled substances. (Employees on call who have been drinking or using medication or controlled substances may be denied overtime.)
4. Knowingly concealing that another employee is working under the influence of drugs or alcohol.
5. Failing to notify the employee's supervisor before beginning work when taking any prescription or non-prescription medication which may interfere with the safe and effective performance of the duties including the operation of County equipment/vehicles.
6. Driving a County vehicle or personal vehicle for County business four (4) hours after using alcohol.
7. Testing positive for controlled substances.
  - a. The employee shall be given notice of the results by the Medical Review Officer (MRO) and given the opportunity to explain any legitimate use for the controlled substance.
  - b. The employee may have the split sample, which is taken at the time of collection, retested by the same laboratory or at another NIDA certified laboratory chosen by the employee, provided such request is presented within 72 hours of notification of the result. The cost of the retest is the employee's expense.
  - c. The MRO will notify OMB of the positive result in a confidential manner established by the MRO and the County.

J. If an employee violates any of the prohibitions listed in the above section H, the employee is subject to the following consequences:

1. The employee may be disciplined up to and including termination.
2. The employee may be referred to the Employee Assistance Program. (Failure to satisfactorily complete the recommendation set forth by the Employee Assistance Program could result in discipline up to and including termination.) **Any costs related to the rehabilitation shall be paid by the employee. Employees must take any available, accumulated, paid or unpaid leave during their absence.**
3. ~~The Employees who return to work after successfully completing the recommendations set forth will be subject to re-evaluation, return to duty testing and unannounced follow-up testing.~~ **to random drug testing for a**



**period of two years from the date of their return.**

4. The employee may be denied workers' compensation benefits.
- K. Employees are encouraged to voluntarily admit problems with drugs and alcohol prior to violating policies of the Appointing Authority.
1. Employees who voluntarily admit problems with drugs and alcohol prior to violating these policies will not have his/her job security or promotional opportunities jeopardized by a request for treatment. Employees should not read this to mean that a request for treatment will automatically excuse them from discipline where the County initiates disciplinary action for a violation of these policies and /or for manufacturing, distributing, dispensing, possessing, or using drugs in the work place. An employee who seeks treatment on his/her own initiative is in a better position than one brings up a drinking or drug problem for the first time in a disciplinary hearing.
  2. It will be the responsibility of the employee to comply with the employer or designee's referral for diagnosis and to cooperate with the prescribed treatment. An employee's refusal to accept referral or follow the prescribed plan of treatment may be considered insubordination. An employee who is referred to a drug rehabilitation program and fails to satisfactorily participate in the program may be terminated from employment. Employees shall be entitled to take accrued sick leave, vacation, or compensatory time or leave without pay during absences required as part of the rehabilitation process.
- L. The individual's right to confidentiality and privacy is recognized. The pertinent information and records of employees relating to matters involving drinking and drug problems will be preserved in the same manner as all other medical records. All test results shall be treated as confidential to the extent of the law. The OMB representative, or designee, shall communicate drug testing results only to those on a need to know basis.
- M. Implementation of this policy will not require or result in any special regulations, privileges, or exemptions from the standard administrative practices applicable to job performance.
- N. County employees who are required to have a Commercial Driver's License (CDL) are required to participate in the County's drug and alcohol testing program pursuant to the U.S. Department of Transportation's see section 7.12A.
- O. Employees must inform the County if they are taking any medication that may impair their ability to perform their job. Employees on such medications must provide a written release from their treating licensed medical practitioner indicating that they are capable of performing their essential job functions, with or without reasonable accommodation. Employees are prohibited from performing any County

functions or duty while taking legal drugs that adversely affect their ability to safely perform any such functions or duty.

Employee use of prescription or over-the-counter drugs must be utilized for medical reasons, taken at the dosage and frequency of use prescribed on the label, and, in the case of prescription drugs, prescribed to employees for medical reasons by licensed medical practitioner. An employee's use of prescription or over-the-counter drugs shall not affect the employee's job performance, threaten the safety, productivity, public image or property of the County or its employees, or result in criminal behavior.

Revised: ~~12/19/2013~~ **10/2018**

## POLICY 7.12.A: COMMERCIAL DRIVER'S LICENSE (CDL) ALCOHOL AND DRUG TESTING

The Office of Management and Budget will administer the CDL Alcohol and Drug Testing Policy. Please contact the ~~Personnel Officer~~ **OMB** for any questions regarding this policy.

- A. In accordance with rules issued by the U.S. Department of Transportation (DOT) and the County's Drug-Free Workplace Program, employees who are required by their employment with the County to maintain a Commercial Driver's License (CDL) or who are on call to drive are covered by this policy. For purposes of this policy, drivers are defined as:
  - 1. Full-time regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to the County or who may operate a Commercial Motor Vehicle (CMV) at the direction of or with the consent of the County.
  - 2. For purposes of pre-employment/pre-duty testing only, the term driver includes a person applying to the County for a position or classification requiring a CDL.
  
- B. For purposes of this policy, safety sensitive functions include:
  - 1. All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer.
  - 2. All time inspecting equipment as required or inspecting, servicing, or conditioning any commercial motor vehicle at any time.
  - 3. All time spent at the driving controls of a commercial motor vehicle in operation.
  - 4. All time, other than driving time, in or upon any commercial motor vehicle.
  - 5. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or giving or receiving receipts for shipments loaded or unloaded.
  - 6. All time spent by the driver performing functions relating to accidents.
  - 7. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.
  
- C. Drivers covered by this policy are prohibited from engaging in the following:
  - 1. Reporting to duty, remaining on duty, or performing a safety-sensitive function while having an alcohol concentration of 0.04 or greater.
  - 2. Reporting to duty, remaining on duty, or performing a safety-sensitive function while using a controlled substance (including prescription drugs, unless a physician has documented the substance does not adversely affect the driver's ability to operate a CMV, documentation must be provided prior to operating a CMV) or if testing positive for controlled substances.

3. Possessing alcohol while on duty or operating a commercial motor vehicle.
4. Using alcohol or controlled substances while on duty or during unpaid meal periods.
5. Performing safety-sensitive functions within four (4) hours after using alcohol.
6. Using alcohol in the following eight (8) hours of any accident involving a CMV for which a driver is required to take a post-accident alcohol test or until the driver undergoes a post-accident alcohol test, whichever occurs first.
7. Refusing to submit to a post-accident, random, reasonable suspicion or follow-up alcohol or controlled substance test.
8. Any results that constitute a substituted specimen as stated in 49 CFR Part 40 of the DOT Regulations shall be considered a positive test.
9. Not reporting the use of non-prescription or prescription medication that could adversely affect the driver's ability in the operation of a CMV.

**\*Employees using medical marijuana as authorized by Ohio law are not exempt from this policy.**

- D. If a driver/employee violates any of the prohibitions listed in the above section C of this policy, the following consequences will result:
1. The driver may be disciplined, up to and including removal, for engaging in prohibited conduct under this policy. In addition, in those instances when an employee is not terminated for the original infraction, if the employee does not successfully comply with SAP's recommendations the employee may be subject to further disciplinary action, up to and including removal from employment.
  2. The driver shall be immediately removed from safety-sensitive duties. This action is required by law and is not subject to a grievance process.
  3. If the driver is not terminated for the infraction, the driver shall be provided with the name, address and phone number of the Employee Assistance Program (EAP) for referral to a Substance Abuse Professional (SAP). The employee will also be given the names, addresses and phone numbers of treatment resources.
  4. In order for the driver to resume performing safety-sensitive duties, the law requires the driver to be evaluated by a Substance Abuse Professional (SAP). All follow-up tests are to be paid by the employee. The driver must comply with any and all recommendations for intervention by the SAP of record. After completion of these recommendations, the driver must be re-evaluated by the SAP of record and have negative result on a return-to-duty drug and alcohol test scheduled by the SAP of record. The driver is subject to a minimum of six (6) unannounced follow-up tests at the discretion of the SAP of record within the first twelve (12) months of returning to safety-sensitive duty. All follow up tests are to be paid by the employee.

5. An employee assigned to a Substance Abuse Professional (SAP) will be considered on a leave of absence and will not be eligible to use any paid leave for compensation until the driver is returned to duty.
  6. Following all of the above, the driver may be returned to safety-sensitive duty. All of the above steps are necessary for the driver to return to safety-sensitive duty.
- E. Any CDL driver is required to report the use of any prescription medication to his/her supervisor. At the time the medication is prescribed, the driver shall inquire as to whether the medication will impair his/her ability to perform safety-sensitive functions. The driver must also provide a signed statement from the prescribing physician that the medication was legally prescribed, and that when used as directed, by the individual, the medication will not impair his/her ability to perform safety-sensitive functions and that the driver can safely operator a commercial motor vehicle. The driver will not be permitted to perform safety-sensitive functions without the doctor's signed statement described above. A driver is prohibited from using any medication containing alcohol while performing safety-sensitive duty.
- F. It is the responsibility of the employee to notify the employer if he/she has any medical condition or develops any medical condition which interferes with his/her ability to control and operate a commercial motor vehicle.
- G. In order to maintain a commercial driver's license all drivers must remain in compliance with CFR 383.51, which lists various traffic violation convictions that disqualify employees from performing CDL job functions. Any driver who is disqualified from performing CDL duties shall be placed under suspension until he/she becomes eligible to perform the duties as hired. If a driver's CDL privileges are suspended, the driver may be subject to unpaid suspension up to termination from her/his position with the County.
- H. Required Drug and Alcohol Tests:
1. **Post-Offer testing:** Prior to the first time a driver performs a safety sensitive function, the driver will be tested for controlled substances. The applicant/driver shall be disqualified for any position within the County requiring a commercial driver's license if the applicant tests positive for a controlled substance. Drug testing is also required of a current employee who moves to a position requiring a commercial driver's license. Testing must be completed prior to the driver performing a safety sensitive function.
    - a) The rules require that a recommended candidate shall give consent and the County shall obtain information on the driver's alcohol tests with a concentration of 0.04 or greater, positive controlled substance tests results and refusals to be tested within the two (2) preceding years.
    - b) This information is obtained from the driver's previous employers.
  2. **Post-accident testing:** A driver operating a CMV at the time of any accident shall be tested for alcohol and controlled substances as soon as feasible following:
    - a) an accident in which a fatality occurs

- b) an accident in which the driver receives a citation

It shall be the ultimate responsibility of the driver to ensure that this testing is completed as soon as possible after the accident. Alcohol tests are to be administered within two (2) hours of the accident, no later than eight (8) hours of the accident. Drug tests are to be administered within thirty-two (32) hours of the accident. Failure to obtain testing within the time frames stated shall constitute a violation of CDL Drug/Alcohol Rules, and shall result in immediate removal from safety-sensitive duty.

- 3. **Random testing:** Annually, a minimum number of drivers (currently 10% for alcohol testing and 50% for controlled substances testing) will be randomly selected using a scientifically valid method in which each driver will have an equal chance of being tested each time selections are made. The dates of testing shall be unannounced, spread throughout the calendar year. When a driver is selected for testing, he/she shall cease doing the safety-sensitive function and proceed to the test site immediately.
  - 4. **Reasonable suspicion tests:** A trained supervisor or County official may require a driver to undergo testing for alcohol and/or controlled substances based upon specific, contemporaneous, articulate observations concerning the appearance, behavior, speech, or body odors of the driver. Alcohol testing is authorized by this section only if these observations are made during, or just preceding, or just after the period of the work day that the driver is required. A driver may be directed to undergo testing only while the driver is performing safety-sensitive functions, or just before the driver is to perform safety-sensitive functions or just after the driver has ceased performing such functions. If a driver is required to undergo testing under this section, the driver must immediately cease performing the safety-sensitive function and may not continue it until the driver's alcohol concentration measures less than 0.02 or twenty-four hours have elapsed since the observation was made. In the case where the alcohol test is not administered within two (2) hours following the observation, the employer shall maintain a record stating the reason for the delay, and if the alcohol test is not administered within eight (8) hours, the employer shall cease attempts to administer the test and maintain a record stating the reason for not administering the test. Transportation to and from the testing center will be provided to all employees subject to reasonable suspicion testing.
  - 5. **Return-to-duty testing:** Before a driver who has been found to be in violation of the prohibitions section C of this policy may return to duty in a position requiring the performance of safety-sensitive functions, the driver must undergo testing for alcohol and controlled substances. The results of the alcohol test must show less than 0.02 concentration if the offense involved alcohol and the controlled substance test must be negative if the offense involved controlled substances. The test must be pre-authorized by the SAP of record.
  - 6. **Follow-up-testing:** When a driver has been found to be in violation of the prohibitions section C of this policy, the driver will be subject to a minimum of six (6) unannounced follow-up tests within the first twelve (12) months as directed by the SAP of record.
- I. All drug screening and confirmation tests shall be conducted by a laboratory certified under the Department of Health and Human Services (DHHS) "Mandatory Guidelines for Federal Workplace Drug Testing Programs." The Employer and the laboratory shall have a clear and well documented procedure for collection, shipment, and accessing of urine specimens. The procedures utilized by the Employer and the laboratory shall include an evidentiary chain of custody of control. The

collection site person is responsible for maintaining the integrity of the specimen collection and transfer process. All procedures shall be outlined and proved to the Employer representatives and donors.

- J. All alcohol breath tests shall be administered by a trained Breath Alcohol Technician (BAT) or Law enforcement officer certified to conduct such tests. Only Evidential Breath Testing (EBT) devices listed on the National Highway Transportation Safety Administration's (NHTSA) "Conforming Products List" that meet the Department of Transportation's (DOT) guidelines shall be used for the testing. The prescribed breath alcohol testing form shall be used for every test.
- K. The Medical Review Officer (MRO), a licensed physician selected by the County, is responsible for receiving and reviewing laboratory results generated by the drug testing program and evaluating medical explanations for certain drug test results. The MRO must meet the criteria established by the DOT in order to serve in this capacity.
- L. The MRO's responsibilities in the DOT testing program are to:
  - 1. Act as an independent and impartial "gatekeeper" and advocate for the accuracy and integrity of the drug testing process.
  - 2. Provide a quality assurance review of the drug testing process for the specimen under review, i.e., providing feedback to employers, collection sites and laboratories regarding performance issues where necessary; determining whether there is a legitimate medical explanation for confirmed positive, adulterated, substituted, and invalid drug test results from the laboratory; investigating and correcting problems where possible and notifying appropriate parties (Department of Health & Human Services, DOT, employers, service agents) where assistance is needed; ensuring the timely flow of test results and other information to employers; protecting the confidentiality of the drug testing program.
- M. Refusal to submit to any of the alcohol or controlled substance test required by this policy will result in the driver's immediate removal from the safety-sensitive functions and may result in disciplinary action up to and including dismissal. Actions constituting a refusal to submit to a test include:
  - 1. Failing to provide the adequate breath for alcohol testing without medical justification as documented by the MRO;
  - 2. Failing to provide adequate urine for controlled substance testing without medical justification as documented by the MRO;
  - 3. Engaging in conduct that clearly obstructs the testing procedure including any adulterated or substituted specimens as certified by the MRO;
  - 4. Failing to remain readily available for a post-accident test, or otherwise failing to comply with timely completion of a required test.
- N. Providing a diluted specimen, (a specimen with creatinine and specific gravity values that are lower than expected for human urine), will be handled as follows:
  - 1. If the MRO notifies the County that a positive drug test was a dilute, the test must be treated as verified positive test. The employee cannot be directed to take another

test on the fact that the specimen was dilute;

2. If the MRO notifies the County that a negative drug test was dilute, the employee must retake the test immediately. A retake test can only be done once;
  3. If the employee is directed to take another test, the result of the second test will become the test of record.
  4. If the employee takes a second test and it is also negative dilute, the County is not permitted to make the employee take a third test. The second test will be considered a negative test.
  5. If the employee is directed to take another test and declines to do so, this action will be considered as a refusal to test.
- O. Drivers who have been tested for alcohol with the results showing a concentration of 0.02 but less than 0.04 will not be permitted to perform any safety-sensitive functions within twenty-four (24) hours following administration of the test.
- P. Information regarding the effects of alcohol and controlled substance use on an individual's health, work, and personal life, and information about drug and alcohol counseling, rehabilitation, and employee assistance programs is available through OMB and will be periodically provided to employees.
- Q. Upon written request from the driver the County will promptly provide copies of any records pertaining to the driver's use of alcohol or controlled substances including the results of any tests. Access to the information will not be contingent upon payment for records other than those specifically requested.
- R. OMB will provide prospective employers of former County employees, all information required by DOT law regarding the employee's drug/alcohol testing and/or violation history with Warren County. This information will be provided up to two years following an individual's separation from Warren County.

Adopted: ~~1/17/09~~ October 2018



# Resolution

Number 18-1580

Adopted Date October 16, 2018

SETTING BOTH VIEW AND HEARING DATE ON PETITION FOR VACATION OF A PORTION OF GLOSSER-RICHARDSON ROAD IN UNION TOWNSHIP, AND AUTHORIZE PUBLICATION AND NOTICE TO ABUTTING PROPERTY OWNERS AS REQUIRED BY LAW

WHEREAS, on October 1, 2018, this Board received a Petition signed by 14 persons to vacate a portion of Glosser-Richardson Road (Township Road No. 76) in Union Township that asserts such portion of the said Road was originally situated on the property now identified as Parcel No.'s 12-09-200-007 and 12-09-200-008 titled in the names of Scott and Theresa Stang that has not been maintained and has not been in existence for more than 21 years; and,

WHEREAS, pursuant to Ohio Revised Code Section 5553.04, when a petition requesting vacation signed by at least twelve freeholders of the county residing in the vicinity of a proposed vacation is presented to this Board, it shall view the location of the proposed vacation, and if it is of the opinion that the vacation will be for the public convenience and welfare, it may proceed to order such vacation in accordance with the procedures set forth in sections 5553.04 to 5553.16 of the Ohio Revised Code; and,

WHEREAS, pursuant to Ohio Revised Code Section 5553.05 (A), this Board is required to fix a date when it will view the proposed vacation, and also a date for a final hearing on the Petition, plus it shall give notice of the time and place for both the view and hearing, and a brief statement of the character of the proposed vacation, by publication once a week for two consecutive weeks in a newspaper of general circulation in Warren County, or as otherwise provided by law; and,

WHEREAS, pursuant to Ohio Revised Code Section 5553.05 (b), this Board is required upon the filing of a petition for vacation, in addition to the aforementioned publication, send written notice of the hearing by first class mail at least 20 days before the date of the hearing to the owners of property abutting upon that portion of the road to be vacated, and to the director of the natural resources. Such notice shall be mailed to the addresses of such owners appearing on the county auditor's current tax list or the treasurer's mailing list, and such other list or list that may be specified by the Board; and

NOW THEREFORE BE IT RESOLVED, upon the vote by at least a majority of the Board, to view the location of the proposed vacation on the 1<sup>st</sup> day of November 2018, at 4:00 P.M. and to hold the final hearing on the Petition on the 1<sup>st</sup> day of November 2018, at 5:00 P.M. at the office of the Warren County Board of Commissioners, Warren County Administration Building, 406 Justice Drive, Lebanon, Ohio; and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to give notice of the time and place for both the view and hearing, and a brief statement of the character of the proposed vacation, by publication once a week for two (2) consecutive weeks in a newspaper of general circulation in Warren County. The Clerk is further directed to give notice of the time and place of both the view and hearing by sending written notice by first class mail at least 20 days prior to the date of the hearing to the owners of property abutting upon the portion of the road to be vacated

RESOLUTION #18-1580  
OCTOBER 16, 2018  
PAGE 2

and to the Director of Natural Resources. Such notices shall be mailed to the address of such owners appearing on the County Auditor's current tax list.

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

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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: Vacation file  
County Engineer  
County Prosecutor  
Abutting Property owners  
Mark Florence, Attorney for Petitioners  
Map Room  
Union Township Trustees  
ODNR

# Resolution

Number 18-1581

Adopted Date October 16, 2018

APPROVE NOTICE OF INTENT TO AWARD BID TO INLAND WATERS POLLUTION CONTROL, INC FOR WAYNESVILLE COLLECTION SYSTEM IMPROVEMENTS, PHASE 1 PROJECT

WHEREAS, bids were closed at 11:00 a.m., on October 4, 2018, and the bids received were opened and read aloud for the Waynesville Collection Systems Improvements, Phase 1 Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Chris Brausch, Inland Waters Pollution Control Inc. has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, that it is the intent of this Board to award the contract to Inland Waters Pollution Control, Inc., 4086 Michigan Avenue, Detroit, Michigan, for a total bid price of \$349,635.00; and

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

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

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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: Water/Sewer (file)  
OMB Bid file

# Resolution

Number 18-1582

Adopted Date October 16, 2018

APPROVE AND ENTER INTO AGREEMENT WITH THE GREATER WARREN COUNTY DRUG TASK FORCE, ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE TO SERVE AS THE FIDUCIARY FOR EQUITABLE SHARING PROGRAMS

BE IT RESOLVED, to approve and enter into Fiduciary Agreement with The Greater Warren County Drug Task Force 822 Memorial Drive, Lebanon, Ohio 45036, to serve as the Fiduciary for Equitable Sharing Programs as attached hereto and made a part hereof.

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

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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Greater Warren County Drug Task Force  
Sheriff (file)

# Fiduciary Agreement

The Board of Warren County Commissioner (BOCC) on behalf of the Warren County Sheriff's Office (WCSO) has agreed to act as a fiduciary on behalf of the Greater Warren County Drug Task Force (GWCDTF). This agreement outlines the fiduciary requirements for both the BOCC and WCSO for receiving, maintaining, and expending funds awarded to GWCDTF through the Department of Justice (Justice) and Department of the Treasury (Treasury) Equitable Sharing Programs (Program):

## **Participation**

- WCSO must be a compliant Program participant and must be a member of the GWCDTF.
- The BOCC and WCSO understand that no federal agency personnel, if involved, may have command or control over or direct the use of Program funds. WCSO may receive Program funds as a result of its participation in Task Force as well as funds awarded based on its assistance in other investigations.

## **Maintenance of funds**

- The BOCC and WCSO must ensure that a separate account or account code is maintained solely for Justice and solely for Treasury.
- All WCSO awarded funds, regardless of whether awarded on behalf of GWCDTF participation or other investigations, are maintained in each respective Justice or Treasury account.
- The BOCC and WCSO will ensure that Programs funds are not commingled with funds from any other source, including other federal funds, state forfeiture, Organized Crime Drug Enforcement Task Force (OCDETF) reimbursements, or general funds.
- The BOCC and WCSO will submit an Equitable Sharing Agreement and Certification (ESAC) form through the eShare Portal within 60 days of the end of the jurisdiction's fiscal year.

## **Expenditures**

- All expenditures in support of GWCDTF and WCSO must be approved by the agency head or designee and must be in accordance with the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies (Guide)* and any subsequent updates, as well as all jurisdiction purchasing policies.
- All expenditures of federally shared funds will follow the jurisdiction's procurement policies.

**Compliance and audits**

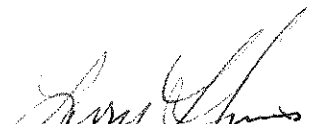
- All expenditures in support of GWCDTF and WCSO must be reported on the jurisdiction’s Schedule of Expenditures for Federal Awards (SEFA) under Catalog of Federal Domestic Assistance (CFDA) number 16.922 for Justice and 21.016 for Treasury for inclusion in the jurisdiction’s Single Audit.
- Transfers of Program funds to other member agencies is prohibited. A waiver from the Justice Money Laundering and Asset Recovery Section (MLARS) or Treasury Executive Office for Asset Forfeiture (TEOAF) must be obtained if a transfer be needed. Any authorized transfer of funds is subject to subrecipient monitoring requirements, pursuant to the OMB *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) 2 C.F.R. Part 200§ 200.330-332.
- All accounting practices and internal controls must be in accordance with the *Guide* and Uniform Guidance, 2 C.F.R. § 200.303.

**Dissolution**

- In the event GWCDTF disbands, all funds awarded to WCSO shall remain with WCSO unless an agreement to transfer remaining GWCDTF earmarked funds to the member agencies is made between all participants. A waiver must be obtained from MLARS or TEOAF to transfer any funds and all transferred funds will be subject to sub-recipient monitoring.

By signing below, the BOCC and WCSO acknowledge that each party understands this agreement and will comply with all policies set forth in the *Guide* and the Uniform Guidance.

I agree to comply with all policies and requirements set forth in the *Guide* and in the above agreement. I understand that violations of this policy may result in temporary or permanent suspension from the Program.

  
SIGNATURE

  
TITLE


  
AGENCY DATE

  
SIGNATURE

  
TITLE

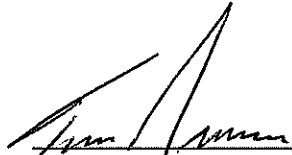
  
AGENCY DATE

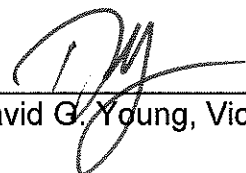
**APPROVED AS TO FORM**

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

By Resolution Number 18-1582 of the Warren County Board of Commissioners  
dated 10/16/18, 2018.

BOARD OF WARREN COUNTY COMMISSIONERS

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

  
\_\_\_\_\_  
David G. Young, Vice President

\_\_\_\_\_  
Shannon Jones

# Resolution

Number 18-1583

Adopted Date October 16, 2018

DECLARE AN EMERGENCY AND WAIVE COMPETITIVE BIDDING FOR THE REPAIR TO THE GENERATOR AT MANCHESTER TOWER

WHEREAS, on October 8, 2018 it was brought to the attention of Telecommunications that the generator located at Manchester tower is in need of a repair to the water pump; and

WHEREAS, the generator is necessary to the operation of the equipment at the Manchester Tower; and

NOW THEREFORE BE IT RESOLVED, to authorize the repair of the generator at Manchester Tower; and

BE IT FURTHER RESOLVED, to approve purchase order 25489 in the estimated amount of \$1,665.10 to Buckeye Power Sales.

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

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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Telecom (file)



# Resolution

Number 18-1584

Adopted Date October 16, 2018

DECLARE AN EMERGENCY AND WAIVE COMPETITIVE BIDDING FOR THE REPLACEMENT OF THE SALLY PORT SLIDE GATE AT JUVENILE DETENTION CENTER

WHEREAS, on October 5, 2018 it was brought to the attention of Facilities Management that the electronic slide gate for the sally port at Juvenile Detention Center was inoperable; and

WHEREAS, upon further inspection it was determined that the slide gate needs to be replaced; and

NOW THEREFORE BE IT RESOLVED, to authorize the immediate replacement of the sally port gate at the Juvenile Detention Center; and

BE IT FURTHER RESOLVED, to approve purchase order #25435 to Ashlee Fence Enterprises Inc. in the amount of \$4,350.00 for said replacement.

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

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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Facilities Management (file)

# Resolution

Number 18-1585

Adopted Date October 16, 2018

DECLARE VARIOUS ITEMS WITHIN COUNTY GARAGE, JUVENILE DETENTION CENTER, AND PARK DISTRICT, AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS

BE IT RESOLVED, to authorize disposal of various items from County Garage, Juvenile Detention Center, and Park District in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/jm

cc: 2018 Auction file  
Facilities Management (file)  
Brenda Quillen, Auditor's Office

# Warren County Facilities Management

GovDeals #

GAR18012

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Garage

Date:

Aug 24, 2018

012

### Used Truck Bed Toolboxes



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
2	Weatherguard		y	Truck bed toolbox
1	Challenger		y	Truck bed toolbox
1	Tractor Supply		y	Truck bed toolbox

Additional Comments

All the boxes came out of full size pickup trucks. The Tractor Supply box on the bottom came from a 3500 Dodge Ram.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Nolan Cook

Title: Assistant Chief Mechanic

Phone Number 513-695-1350

Location of Item: 1433 West Main St Lebanon, OH 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

GovDeals #

JUV18016

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Juvenile

Date:

Oct 4, 2018

016

### Minolta Microfiche



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

Minolta

Model #

RP605P

Serial #

Date Removed From Service

8/31/18

Did Item Work When Removed?

Yes

No

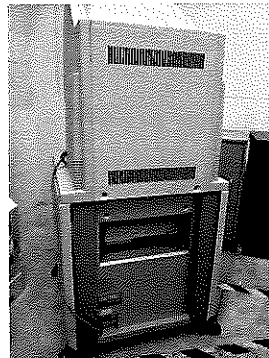
Unknown

#### Additional Comments

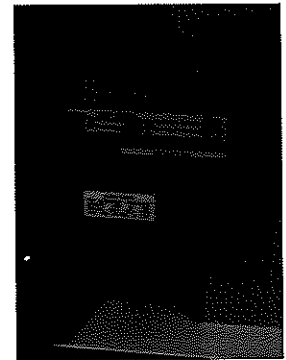
Minolta Microfiche - Model RP605P - Was working when taken out of service - Unknown condition now.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

GovDeals #

JUV18017

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Juvenile

Date:

Oct 4, 2018

017

### (Misc. Computer Items)



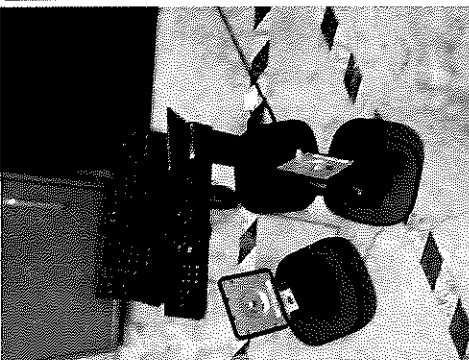
Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	Dell	1908FPt	?	Monitor
1	Dell	E1923c	?	Monitor
1	Dell	?	?	Monitor
1	ELO	?	?	Monitor
3				Monitor Stands
3	Dell			Keyboards
1	Dell			Mouse

Additional Comments

Misc. computer items recently taken out of service - Unknown condition of all items.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

GovDeals #

JUV18018

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Juvenile

Date:

Oct 4, 2018

018

### (4) Office Chairs



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service

10/1/18

Did Item Work When Removed?

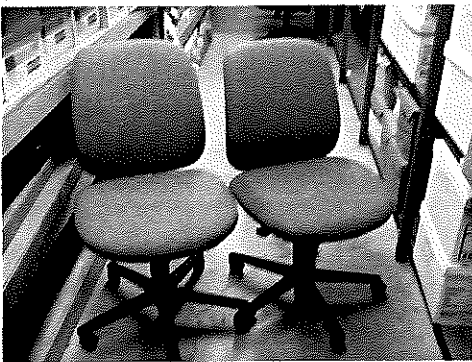
Yes

No

Unknown

#### Additional Comments

(2) Green Office Chairs (with arms) + (2) Mauve Office Chairs (without arms) - All are used and may have wear and tear but appear to be in usable condition



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

GovDeals

JUV18019

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

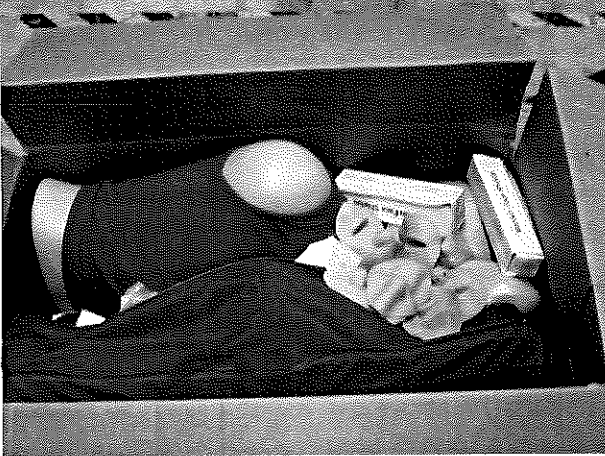
Juvenile

Date:

Oct 4, 2018

019

### (5) CPR Manniquens



Select Item Type

Single Item

Category

Medical/Dental Equipment

Brand

Model #

Serial #

Date Removed From Service

9/21/18

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(5) CPR Mannequins - (4) with carrying bag - (1) without bag has a broken jaw - Included are face plates, lung bags, and barrier masks



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

GovDeals #

JUV18022

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

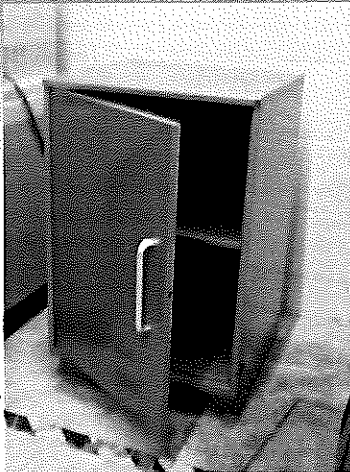
Juvenile

Date:

Oct 7, 2018

022

### Metal Cabinet / "Wood" End Table



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1			y	One Shelf Metal Cabinet
1			y	Wood Composite End Table

Additional Comments

Both items appear to be in good condition with minimal wear and tear / Doors easily open and close



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*



# Warren County Facilities Management

430 South East Street  
513-695-1463

GovDeals #

PRK18001

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Park District

Date:

Oct 9, 2018

001

ball field lights

Select Item Type

Single Item

Category

Lighting/Fixtures

Brand

Model #

Serial #

Date Removed From Service

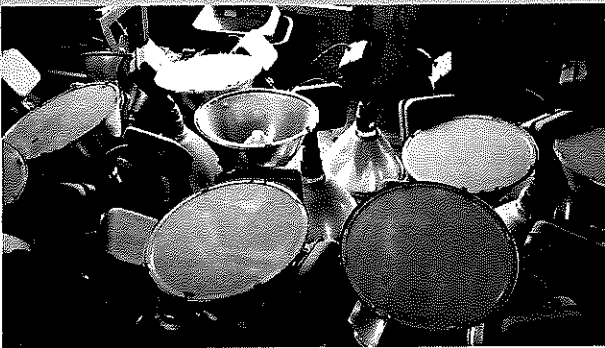
01/09/2018

Did Item Work When Removed?

Yes

No

Unknown



Additional Comments

set of 28 ballfield lights in fair condition extra light bulbs and balices reserve of 800.00



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: rick frye

Title: maints.

Phone Number 513 836 0438

Location of Item: armco park

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

GovDeals

PRK18002

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Park District

Date:

002

### Concession trailer

Select Item Type

Single Item



Category

Brand

Model #

Serial #

Date Removed From Service

Did Item Work When Removed?

Yes

No

Unknown

### Additional Comments

in good shape



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Rick Frye

Title: maint.

Phone Number 513-836-0438

Location of Item: armco park

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

GovDeals #

PRK18003

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Park District

Date:

003

### Score Boards



Select Item Type

Single Item

Category Sporting Equipment

Brand

Model #

Serial #

Date Removed From Service 02/10/2018

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Rick Frye

Title: Maint.

Phone Number 513-836-0438

Location of Item: Armco Park

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

# GovDeals Item Inspection Form

Park District

Date:

004

## Hoover Vacuum Cleaner

Select Item Type

Single Item

Category Janitorial Equipment

Brand Hoover

Model #

Serial #

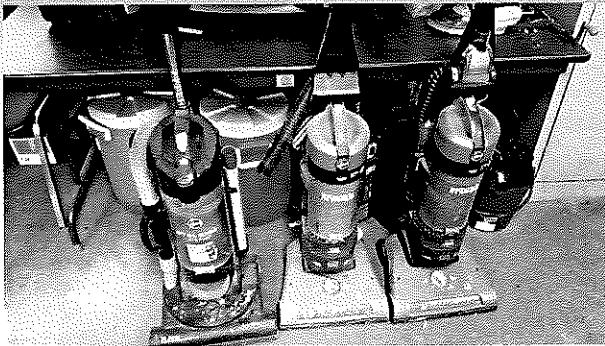
Date Removed From Service 02-10-2018

Did Item Work When Removed?

Yes

No

Unknown



### Additional Comments

#1: need new switch #2: cord will not retract #3: low suction

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Rick Frye

Title: Maint.

Phone Number 513-836-0438

Location of Item: Armco Park

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

GovDeals #

PRK18005

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Park District

Date:

005

### Gator

Select Item Type

Single Item

Category All Terrain Vehicles

Brand John Deere

Model #

Serial #

Woo4x2xo2308

Date Removed From Service 09/04/2018

Did Item Work When Removed?

Yes

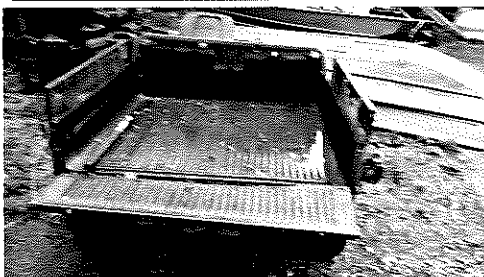
No

Unknown



Additional Comments

Need engine rebuilt



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Rick Frye

Title: Maints.

Phone Number 513-836-0438

Location of Item: Armco Park

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

GovDeals #

PRK18006

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Park District

Date:

006

Toro

Select Item Type

Single Item

Category All Terrain Vehicles

Brand Workman

Model #

Serial # 07202 60310

Date Removed From Service 04/18/2018

Did Item Work When Removed?

Yes

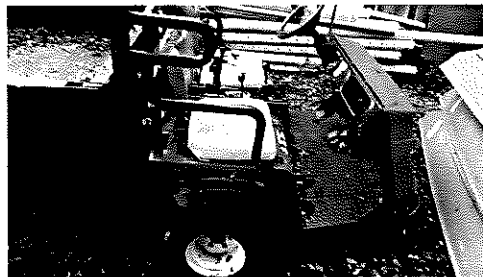
No

Unknown



Additional Comments

Transmission and rear end need rebuilt



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Rick Frye

Title: Maints.

Phone Number 513-836-0438

Location of Item: Armco Park

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

# Warren County Facilities Management

GovDeals #

PRK18007

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Park District

Date:

007

Jacobsen

Select Item Type

Single Item

Category Mowing Equipment

Brand jacobsen

Model # 9016

Serial # 705 251793

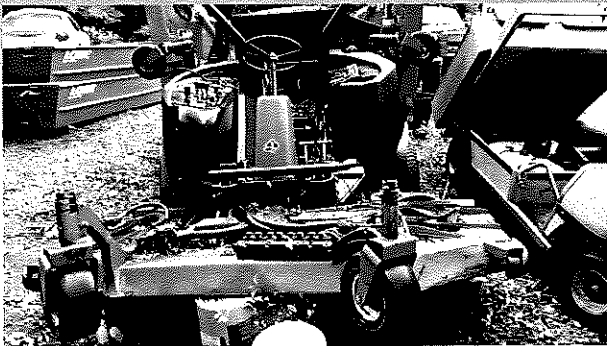
Date Removed From Service 4/10/18

Did Item Work When Removed?

Yes

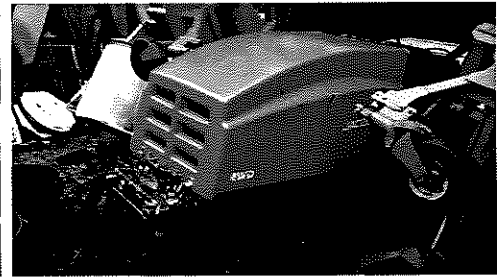
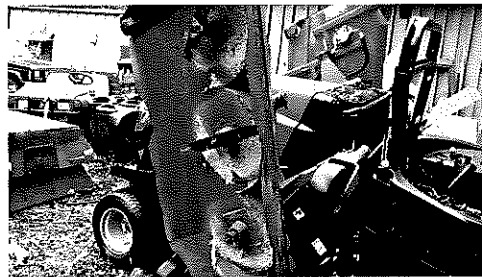
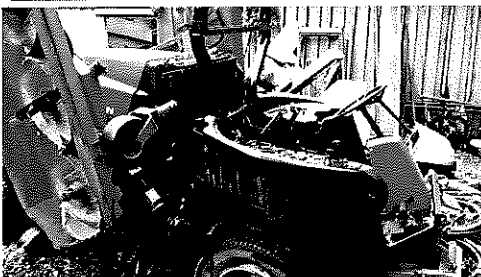
No

Unknown



Additional Comments

engine needs overhauled



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Rick Frye

Title: Maints.

Phone Number 513-836-0438

Location of Item: Armco Park

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

# Warren County Facilities Management

430 South East Street  
513-695-1463

GovDeals # PRK18008

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Park District

Date:

008

### Ice Machine

Select Item Type

Single Item

Category

Brand

Scotsman

Model #

cme1356rs-32d

Serial #

532727-04r

Date Removed From Service

9/12/17

Did Item Work When Removed?

Yes

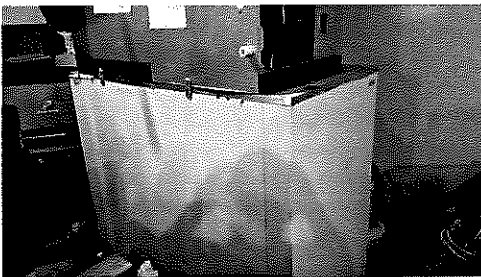
No

Unknown



### Additional Comments

Need nickel replaced



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Rick Frye

Title: Maints.

Phone Number 513-836-0438

Location of Item: Armco Park

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.



# Warren County Facilities Management

430 South East Street  
513-695-1463

GovDeals # PRK18009

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Park District

Date:

009

Vacuum

Select Item Type

Single Item

Category

Brand

Model #

Serial #

Date Removed From Service

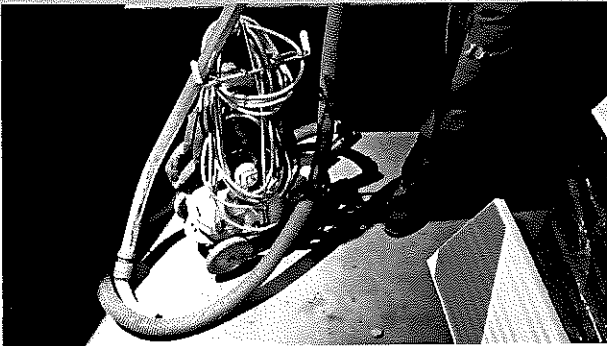
8/8/17

Did Item Work When Removed?

Yes

No

Unknown



Additional Comments

Needs new hose

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Rick Frye

Title: Maints.

Phone Number 513-836-0438

Location of Item: Armco Park

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

GovDeals

PRK18010

Michael D. Shadoan  
Director

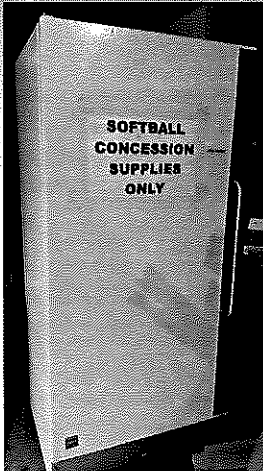
## GovDeals Item Inspection Form

Park District

Date:

010

### Freezer



Select Item Type

Single Item

Category Cafeteria and Kitchen Equipment

Brandartic air

Model # f22cwf4

Serial # wb14449796

Date Removed From Service 8/1/18

Did Item Work When Removed?

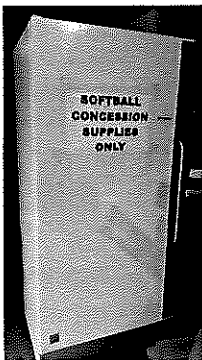
Yes

No

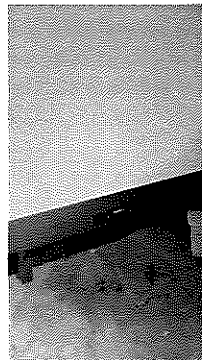
Unknown

### Additional Comments

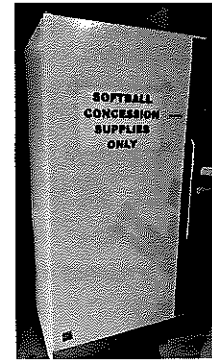
needs new compressor



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Rick Frye

Title: maints.

Phone Number 513-836-0438

Location of Item: Armco Park

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Resolution

Number 18-1586

Adopted Date October 16, 2018

APPROVE AMENDED AND RESTATED FOOD SERVICE AGREEMENT WITH ARAMARK CORRECTIONAL SERVICES, LLC. FOR FOOD SERVICE TO THE WARREN COUNTY JAIL

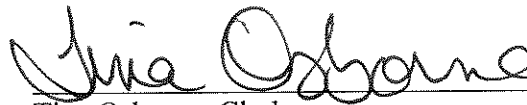
BE IT RESOLVED, to approve and authorize the Board to sign Amended and Restated Food Service Agreement with ARAMARK Correctional Services, LLC. for food service to the Warren County Jail, as attached hereto and made a part hereof.

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

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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – ARAMARK Correctional Services, LLC  
Sheriff (file)

**WARREN COUNTY JAIL  
AMENDED AND RESTATED FOOD SERVICE CONTRACT**

This agreement entered into this, the 16<sup>th</sup> day of October, 2018 by and between the Warren County Board of Commissioners, located at 406 Justice Drive, Lebanon, Ohio, hereinafter referred to as "COUNTY," and Aramark Correctional Services, LLC, 1101 Market Street, 29<sup>th</sup> floor, Philadelphia, PA, hereinafter referred to as "VENDOR".

**WITNESSETH:**

**WHEREAS**, the COUNTY and VENDOR entered into an Agreement for Food Service effective October 1, 2014 (as amended, "Original Agreement") at the Warren County Jail and Juvenile Justice Center (the "FACILITY");

**WHEREAS**, the parties now wish to update their agreement by separating the Original Agreement into two agreements, one for each the Jail Facility and the Juvenile Facility, and amending and restating both agreements separately in their entirety as follows, effective October 1, 2018 (the "Effective Date");

1. **GRANT:** COUNTY hereby grants to VENDOR the exclusive right to provide food service for its residents and staff at the Warren County Jail, hereinafter referred to as "FACILITY," located in Lebanon, Ohio, VENDOR, in turn, agrees to furnish nutritious, wholesome, and palatable food to such residents and staff in accordance with the terms of this Agreement or as may be, from time to time, mutually agreed to by the parties hereto and in accordance with the bid materials as submitted by VENDOR on June 23, 2014. The food service shall meet or exceed all current regulations as established by:
  - A. The American Correction Association.
  - B. The Food and Nutritional Board of the National Academy Science as prescribed for inmates.
  - C. The State of Ohio.
  
2. **OPERATIONAL RESPONSIBILITIES:**
  - A. **FACILITIES AND EQUIPMENT:** The COUNTY agrees, at its expense, to provide VENDOR with adequate preparation kitchen facilities at the FACILITY completely equipped and ready to operate as described in The Bid Documents, together with such heat, refrigeration and utility services as may be reasonably required for the efficient performance of the Agreement. VENDOR shall be responsible for long distance telephone service not related to COUNTY's account and usual business on behalf of the COUNTY.

COUNTY will furnish building maintenance services for the premises and shall provide preventive maintenance and equipment repairs and replacement

for COUNTY owned equipment. The COUNTY will furnish and maintain an adequate inventory of cookware such as pots, pans, smallwares and support equipment.

- B. VENDOR will submit a contingency emergency plan within 60 days of the start up of service to provide for meal service in the event of a force majeure. The COUNTY will use its best efforts to assist VENDOR by permitting reasonable variations in the menu cycle and for method of service, as conditions may require. However, VENDOR will not be relieved of its responsibility to provide meal service under the terms of this Agreement. Additional costs, if any, incurred providing service during an emergency shall be borne by the COUNTY.
- C. FACILITY residents and staff shall receive meals at the FACILITY kitchen, transport them to appropriate eating areas, and shall return the trays and support equipment in a timely manner.
- D. FOOD PRODUCTS AND CLEANING SUPPLIES: VENDOR shall purchase and pay for all food products and consumable supply inventory. These products purchased for use in the food service facilities will remain the property of VENDOR. The VENDOR shall be responsible for providing cleaning and maintenance supplies. The COUNTY shall be responsible for maintaining kitchen appliances and equipment.
- E. SANITATION: VENDOR will be responsible for daily cleaning, trash and garbage removal, and housekeeping in the food preparation, service, receiving and storage areas, and will, on a continuing basis, maintain high standards for sanitation. The COUNTY shall provide janitorial services outside the areas not included above. The COUNTY will be required to clean the vents and ductwork leading to the roof from food preparation areas. The COUNTY will be responsible for extermination services. VENDOR shall be responsible for washing down the loading dock area and keeping this area neat.
- F. PERSONNEL: VENDOR shall provide expert administrative, dietetic, purchasing, equipment consulting and personnel advice and supervision personnel. VENDOR shall provide COUNTY with one (1) Food Service Director. VENDOR shall properly staff kitchen as to maintain appropriate scheduling for food preparation, timely service and clean-up.

COUNTY agrees that, without specific permission of VENDOR, no managerial employee of VENDOR will be hired by the COUNTY for the period of this Agreement and twelve (12) months thereafter, nor will COUNTY permit former managerial employees of VENDOR to be employed in COUNTY food service facilities for a period of twelve (12) months subsequent to the termination of the Agreement.

The COUNTY retains the right to thoroughly investigate any current or prospective employees assigned to the FACILITY.

- G. EQUAL EMPLOYMENT OPPORTUNITY: VENDOR and COUNTY mutually agree that they shall not discriminate against any employee or applicant for employment or on any matter directly or indirectly related to employment, because of race, color, religion, sex, sexual preference, national origin, physical or mental handicap where not relevant to the job, height, weight, marital status, or other criteria made illegal by state or federal law or COUNTY policy. In addition, VENDOR agrees to take affirmative steps to ensure that applicants are employed, and that employees are treated, during employment, without regard to the criteria listed above.
- H. HEALTH EXAMINATIONS: VENDOR shall cause its employees assigned to duty on the FACILITY premises to submit to periodic health examinations at least as frequently and as stringently as required by law, and to submit satisfactory evidence of compliance in the form of a valid food handlers certificate, with all health regulations to COUNTY upon request.
- I. INSURANCE AND INDEMNIFICATION: VENDOR shall furnish certificates of insurance as follows:
- 1) Workmen's Compensation and Employer's Liability: Statutory \$100,000.00 each Accident.
  - 2) Comprehensive General (Public) Liability to include (but not limited to) the following: Premises/operation; independent contractors; personal injury; products/completed operation; contractual liability-bodily injury \$1,000,000.00 per occurrence; property damage \$1,000,000.00 per occurrence or combined single limit for bodily injury and property damage \$1,000,000.00.
  - 3) Property Insurance for physical damage to the property of the Contractor, including improvements and betterment to COUNTY property-coverage for a minimum of eighty (80) percent of the actual replacement value of the property.

VENDOR agrees to defend, indemnify and hold harmless the COUNTY, its officers, employees, agents and servants for any and all claims for accidents or occurrences involving death, bodily injury and damage to tangible property caused by negligence or wrongful act of VENDOR arising out of the performance of this Agreement, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relative thereto.

However, it is expressly understood that VENDOR shall not be responsible for damages caused by residents. Employees, agents and residents of Warren County are not agents or employees of VENDOR and as such, no liability is

to be incurred by VENDOR by reason of said employment and except for personal injury to such persons caused by VENDOR's negligence.

- J. IT IS MUTUALLY AGREED that each party hereto will comply with all federal, state and local statutes, lawful ordinances, regulations and requirements, applicable to their activities hereunder. COUNTY will provide reasonable and adequate physical security at all times for VENDOR employees, suppliers, management and other authorized visitors.
- K. RETURN OF EQUIPMENT: VENDOR shall return to COUNTY at the expiration of this Agreement the food service premises and all equipment furnished by COUNTY in the condition in which received, except for ordinary wear and tear and except to the extent that said premises and equipment may have been lost or damaged by fire, flood or other disaster, and except to the extent that said equipment may have been stolen by persons other than employees of VENDOR without negligence on the part of VENDOR or its employees.
- L. LICENSE, FEES, PERMITS AND TAXES: COUNTY shall secure and pay all federal, state and local licenses, permits and fees which may pertain to this Agreement or may be required for the operation of the food services provided for hereunder. In the event a sales or similar tax is assessed VENDOR under the terms of this Agreement, COUNTY shall reimburse VENDOR for such tax.

3. FINANCIAL ARRANGEMENTS:

- A. VENDOR shall submit to the COUNTY on the first day of every month for the preceding month, an invoice for resident/staff meals ordered or served, whichever is greater. The price per meal charge to the COUNTY for meals served at the FACILITY for residents and staff is set forth in Attachment A. Payment will be made within 20 days after receipt of a proper invoice by the proper authority. Such payment shall be sent to:

Aramark Correctional Services, LLC  
P.O. Box 406019  
Atlanta, GA 30384-6019

(Payments only shall be sent to this address, all other correspondence shall be sent to the address set forth in the "Notice" section of this Agreement.)

VENDOR shall provide the COUNTY with a comprehensive monthly summary of meals, services and credits. This summary shall be forwarded to the COUNTY Administrator or his designee each month.

B. Prices quoted herein apply for the period of one year from the commencement of this contract. The statements will reflect the preceding week's food services detailing the exact number of meals served on a daily basis as follows:

1. Actual number of resident meals and snacks
2. Actual number of staff/visitor meals
3. Any additional food or beverage services, as required

The fiscal arrangements in this Agreement are based on conditions existing on the date VENDOR commences operations, including, for example, the FACILITY'S resident population, food and supply costs, Federal, State and local sales, and other taxes and other operation costs. In the event of a change in conditions, the fiscal arrangements will be renegotiated on a mutually agreeable basis to reflect such change.

C. FOOD SERVICES required by the FACILITY outside the scope of this contract will be provided by VENDOR upon written authorization by COUNTY and/or Court at mutually agreed upon prices for such services.

D. The COUNTY shall notify VENDOR of the actual number of meals to be ordered each day at a mutually agreed on time with additions or deletions within an agreed time prior to meal service. When such notice is not given VENDOR will prepare the same number of meals as prepared for the previous day.

E. MAINTENANCE ESCROW ACCOUNT: VENDOR will establish and fund an escrow account at a rate of \$0.03 per meal, included with the meal rates set forth on Attachment A, set aside for maintenance and repairs for the term of the Agreement. The COUNTY and VENDOR agree that the escrow account funds shall be utilized to satisfy VENDOR's equipment purchase and maintenance obligations under this agreement. At the termination of the contract, if VENDOR is no longer the food service provider, the balance of this fund reverts to the COUNTY.

F. FEDERAL SURPLUS COMMODITIES: VENDOR agrees to use available U.S. Department of Agriculture commodities assigned to the COUNTY. The value of the commodities shall be established in the following manner:

- VENDOR agrees that all surplus commodities assigned to the Warren County Jail will be utilized exclusively at the Jail.
- VENDOR shall credit the Jail for the value of those commodities at the rated listed on U.S.D.A. acquisition sheet.

G. FRESH FAVORITES: VENDOR shall implement its Fresh Favorites program. VENDOR shall determine the prices at which Fresh Favorites items shall be sold. If VENDOR sustains increases in its costs, including



but not limited to, increases in its product, labor or equipment costs, VENDOR may increase its Fresh Favorites prices to recover such increased costs, maintaining its historical mark-up. No returns shall be accepted unless the resident, who ordered a product, is released prior to such delivery. All sales shall be deemed made when a Fresh Favorite item purchased by a resident is delivered.

VENDOR shall pay to the COUNTY a commission in an amount equal to ten Percent (10%) of Net Sales on the Fresh Favorite items. Within fifteen (15) days after the end of each month, VENDOR shall deliver to the COUNTY a check covering commissions on Net Sales made during the prior month. For purposes of this Paragraph "Net Sales" means total Fresh Favorite products sales, less sales or use taxes and authorized returns .

4. ACCESS AND RECORDS: VENDOR agrees to retain all books, records and other documents at its office in Philadelphia, relevant to determining VENDOR's performance under the contract for 36 months after the close of the federal fiscal year (October 1, through September 30).
5. TERM OF AGREEMENT: This agreement shall be in full force and effect on or about October 1, 2018, and shall continue in full force and effect through September 30, 2021. Thereafter, the COUNTY may extend the service for additional 12-month increments thereafter, when services and price redetermination for the extension period have been mutually agreed upon by the COUNTY and VENDOR.
  - A. PRICE REDETERMINATION-PROSPECTIVE: The unit prices stated in this Agreement is firm for the period ending on September 30, 2019. Unit prices for the subsequent year commencing on the October 1, 2019, including annual renewal options, if any, shall be redetermined each 12 months at the beginning of each year. Unit prices per meal may increase or decrease, and shall remain firm for the entire year.
  - B. The base period for comparison for price redetermination will be an annual average from on or about August 1, to July 31, to be effective the October 1, for each subsequent year and shall be based upon the Consumer Price Index, all Urban Consumers (CPI-I), U.S. City Average, Food Away From Home Index, published by the U.S. Department of Labor.

Such adjustments shall be calculated using a percentage in which the numerator is the index for the second month preceding the beginning of the New Year or contract period and the denominator which is the index for the second month preceding the beginning of the old year or contract period. The percentage shall be applied to the old per meal price to determine the subsequent year of contract period price.

6. TERMINATION:

- A. **TERMINATION FOR DEFAULT:** Failure by either party to this Agreement in performing any of the provisions of this Agreement shall constitute a breach of contract, in which case, either party may require corrective action within 30 days from date of receipt of written notice citing the exact nature of such breach. Failure to take corrective action within the prescribed 30-day period, or failure to provide a written reply, shall constitute a Default of Contract. The defaulting party shall be given a 30-day period within which cause shall be shown why the Agreement shall not be terminated for default.
  
- B. **TERMINATION FOR CONVENIENCE:** Either party upon 90 days written notice, reserves the right to terminate the Agreement at the convenience of each respective party, or for any reason deemed by COUNTY to serve the public interest, or resulting from any governmental law, ordinance, regulation or court order. In the event of termination for convenience, COUNTY shall pay VENDOR those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with Agreement prior to termination provided, however, that no costs shall be paid which are recoverable in the normal course of doing business which VENDOR in engaged, or costs which can be mitigated through the sales of supplies or inventories. In the event COUNTY pays for the cost of supplies or materials obtained for use under this Agreement, said supplies or material shall become the property of Warren County and shall be delivered to FACILITY, or as designated by the County Purchasing Agent. VENDOR shall not have continuing liability subsequent to termination under this section with the exception of accountability for materials and supplies existing at the time of termination.
  
- C. **TERMINATION FOR COMPLETION OF NEW ADULT JAIL FACILITY:** The COUNTY, upon 90 days written notice, reserves the right terminate the Agreement if construction of a new adult jail facility is completed after October 1, 2020, but prior to September 30, 2021.

7. NOTICE: All notices or other communication hereunder shall be deemed to be duly given when made in writing and delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested and addressed as follows:

TO COUNTY:

Warren County Board of Commissioners  
406 Justice Drive  
Lebanon, Ohio 45036

TO VENDOR:

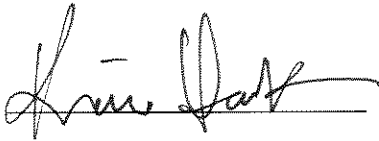
Aramark Correctional Services, LLC  
1101 Market Street, 29<sup>th</sup> floor  
Philadelphia, PA 19107  
Attn: Contract Administrator

8. CONFLICTS OF INTEREST: VENDOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of this Agreement and no person having any such interest shall be employed. In addition, no officer, agent or employee of the COUNTY and no member of its governing body shall participate in any decision relating to this Agreement which affects his/her personal interest or any corporation, partnership, association which he/she is directly or indirectly interested or has any personal or pecuniary interest.
  
9. PRESS RELATIONS: VENDOR shall coordinate with Warren County Jail or FACILITY Administrator on any and all press or media releases.
  
10. EXTENT OF AGREEMENT: This Agreement, including VENDOR's bid and the COUNTY's specifications represent the entire Agreement between COUNTY and VENDOR and supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both COUNTY and VENDOR.

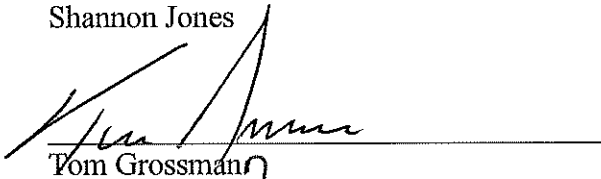
IN WITNESS HEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives the day and year first above written.

ATTEST:

WARREN COUNTY BOARD OF COMMISSIONERS

  
\_\_\_\_\_

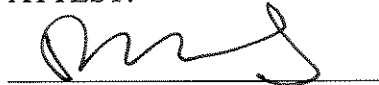
Shannon Jones

  
\_\_\_\_\_

Tom Grossman

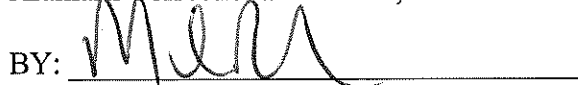
David Young

ATTEST:

  
\_\_\_\_\_

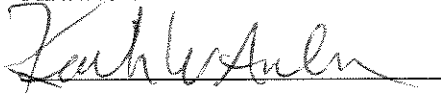
Aramark Correctional Services, LLC

BY:

  
\_\_\_\_\_

TITLE: Vice President, Finance

APPROVED AS TO FORM:

  
\_\_\_\_\_

**Attachment A**  
**Warren County, Ohio**  
**Effective October 1, 2018 through September 30, 2019**

No. of Residents*	Price Per Meal**
201 – 220	\$1.262
221 – 240	\$1.197
241 – 260	\$1.164
261 – 280	\$1.118
281 – 300	\$1.109
301 – 320	\$1.101
Staff & Visitors	\$3.000

\*The total number of resident meals served per week is divided by 19 in order to determine the price point on the sliding scale.

\*\*\$0.03 per meal will be added to the determined price in the scale for repairs and maintenance.

# Resolution

Number 18-1587

Adopted Date October 16, 2018

APPROVE AMENDMENT NO. 4 TO THE FOOD SERVICE AGREEMENT WITH ARAMARK CORRECTIONAL SERVICES LLC. FOR FOOD SERVICES TO THE WARREN COUNTY JUVENILE JUSTICE CENTER

BE IT RESOLVED, to approve and authorize the Board to sign Amendment No. 4 to the Food Service Agreement with ARAMARK Correctional Services LLC., for food service to the Warren County Juvenile Justice Center, as attached hereto and made a part hereof.

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

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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—ARAMARK Correctional Services, LLC  
Juvenile Court (file)

**WARREN COUNTY JUVENILE JUSTICE FACILITY  
AMENDED AND RESTATED FOOD SERVICE CONTRACT**

This agreement entered into this, the 16<sup>th</sup> day of October, 2018 by and between the Warren County Board of Commissioners, located at 406 Justice Drive, Lebanon, Ohio, hereinafter referred to as "COUNTY," and Aramark Correctional Services, LLC, 1101 Market Street, 29<sup>th</sup> floor, Philadelphia, PA, hereinafter referred to as "VENDOR".

**WITNESSETH:**

**HEREAS**, the COUNTY and VENDOR entered into an Agreement for Food Service effective October 1, 2014 (as amended, "Original Agreement") at the Warren County Jail and Juvenile Justice Center (the "FACILITY");

**WHEREAS**, the parties now wish to update their agreement by separating the Original Agreement into two agreements, one for each the Jail Facility and the Juvenile Facility, and amending and restating both agreements separately in their entirety as follows, effective October 1, 2018 (the "Effective Date").

1. **GRANT:** COUNTY hereby grants to VENDOR the exclusive right to provide food service for its residents and staff at the Warren County Juvenile Justice Facility, hereinafter referred to as "FACILITY," located in Lebanon, Ohio, VENDOR, in turn, agrees to furnish nutritious, wholesome, and palatable food to such residents and staff in accordance with the terms of this Agreement or as may be, from time to time, mutually agreed to by the parties hereto and in accordance with the bid materials as submitted by VENDOR on June 23, 2014. The food service shall meet or exceed all current regulations as established by:
  - A. The American Correction Association.
  - B. The Ohio Department of Youth Services Food Service Rules and Regulations.
  - C. Ohio Department of Education.
2. **OPERATIONAL RESPONSIBILITIES:**
  - A. **FACILITIES AND EQUIPMENT:** The COUNTY agrees, at its expense, to provide VENDOR with adequate preparation kitchen facilities at the FACILITY completely equipped and ready to operate as described in The Bid Documents, together with such heat, refrigeration and utility services as may be reasonably required for the efficient performance of the Agreement. VENDOR shall be responsible for long distance telephone service not related to COUNTY's account and usual business on behalf of the COUNTY.

COUNTY will furnish building maintenance services for the premises and shall provide preventive maintenance and equipment repairs and replacement for COUNTY owned equipment. The COUNTY will furnish and maintain an adequate inventory of cookware such as pots, pans, smallwares and support equipment.

- B. VENDOR will submit a contingency emergency plan within 60 days of the start up of service to provide for meal service in the event of a force majeure. The COUNTY will use its best efforts to assist VENDOR by permitting reasonable variations in the menu cycle and for method of service, as conditions may require. However, VENDOR will not be relieved of its responsibility to provide meal service under the terms of this Agreement. Additional costs, if any, incurred providing service during an emergency shall be borne by the COUNTY.
- C. FACILITY residents and staff shall receive meals at the FACILITY kitchen, transport them to appropriate eating areas, and shall return the trays and support equipment in a timely manner.
- D. FOOD PRODUCTS AND CLEANING SUPPLIES: VENDOR shall purchase and pay for all food products and consumable supply inventory. These products purchased for use in the food service facilities will remain the property of VENDOR. The VENDOR shall be responsible for providing cleaning and maintenance supplies. The COUNTY shall be responsible for maintaining kitchen appliances and equipment.
- E. SANITATION: VENDOR will be responsible for daily cleaning, trash and garbage removal, and housekeeping in the food preparation, service, receiving and storage areas, and will, on a continuing basis, maintain high standards for sanitation. The COUNTY shall provide janitorial services outside the areas not included above. The COUNTY will be required to clean the vents and ductwork leading to the roof from food preparation areas. The COUNTY will be responsible for extermination services. VENDOR shall be responsible for washing down the loading dock area and keeping this area neat.
- F. PERSONNEL: VENDOR shall provide expert administrative, dietetic, purchasing, equipment consulting and personnel advice and supervision personnel. VENDOR shall provide COUNTY with one (1) Food Service Director. VENDOR shall properly staff kitchen as to maintain appropriate scheduling for food preparation, timely service and clean-up.

COUNTY agrees that, without specific permission of VENDOR, no managerial employee of VENDOR will be hired by the COUNTY for the period of this Agreement and twelve (12) months thereafter, nor will COUNTY permit former managerial employees of VENDOR to be employed in COUNTY food service facilities for a period of twelve (12) months subsequent to the termination of the Agreement.

The COUNTY retains the right to thoroughly investigate any current or prospective employees assigned to the FACILITY.

- G. EQUAL EMPLOYMENT OPPORTUNITY: VENDOR and COUNTY mutually agree that they shall not discriminate against any employee or applicant for employment or on any matter directly or indirectly related to employment, because of race, color, religion, sex, sexual preference, national origin, physical or mental handicap where not relevant to the job, height, weight, marital status, or other criteria made illegal by state or federal law or COUNTY policy. In addition, VENDOR agrees to take affirmative steps to ensure that applicants are employed, and that employees are treated, during employment, without regard to the criteria listed above.
- H. HEALTH EXAMINATIONS: VENDOR shall cause its employees assigned to duty on the FACILITY premises to submit to periodic health examinations at least as frequently and as stringently as required by law, and to submit satisfactory evidence of compliance in the form of a valid food handlers certificate, with all health regulations to COUNTY upon request.
- I. INSURANCE AND INDEMNIFICATION: VENDOR shall furnish certificates of insurance as follows:
  - 1) Workmen's Compensation and Employer's Liability: Statutory \$100,000.00 each Accident.
  - 2) Comprehensive General (Public) Liability to include (but not limited to) the following: Premises/operation; independent contractors; personal injury; products/completed operation; contractual liability-bodily injury \$1,000,000.00 per occurrence; property damage \$1,000,000.00 per occurrence or combined single limit for bodily injury and property damage \$1,000,000.00.
  - 3) Property Insurance for physical damage to the property of the Contractor, including improvements and betterment to COUNTY property-coverage for a minimum of eighty (80) percent of the actual replacement value of the property.

VENDOR agrees to defend, indemnify and hold harmless the COUNTY, its officers, employees, agents and servants for any and all claims for accidents



or occurrences involving death, bodily injury and damage to tangible property caused by negligence or wrongful act of VENDOR arising out of the performance of this Agreement, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relative thereto.

However, it is expressly understood that VENDOR shall not be responsible for damages caused by residents. Employees, agents and residents of Warren County are not agents or employees of VENDOR and as such, no liability is to be incurred by VENDOR by reason of said employment and except for personal injury to such persons caused by VENDOR's negligence.

- J. IT IS MUTUALLY AGREED that each party hereto will comply with all federal, state and local statutes, lawful ordinances, regulations and requirements, applicable to their activities hereunder. COUNTY will provide reasonable and adequate physical security at all times for VENDOR employees, suppliers, management and other authorized visitors.
- K. RETURN OF EQUIPMENT: VENDOR shall return to COUNTY at the expiration of this Agreement the food service premises and all equipment furnished by COUNTY in the condition in which received, except for ordinary wear and tear and except to the extent that said premises and equipment may have been lost or damaged by fire, flood or other disaster, and except to the extent that said equipment may have been stolen by persons other than employees of VENDOR without negligence on the part of VENDOR or its employees.
- L. LICENSE, FEES, PERMITS AND TAXES: COUNTY shall secure and pay all federal, state and local licenses, permits and fees which may pertain to this Agreement or may be required for the operation of the food services provided for hereunder. In the event a sales or similar tax is assessed VENDOR under the terms of this Agreement, COUNTY shall reimburse VENDOR for such tax.
- M. MONITORING RESPONSIBILITIES: The COUNTY shall monitor the food service operation through periodic site visits and implement internal controls to ensure resolution of any program review or audit findings.
- N. ADVISORY BOARD: The COUNTY shall establish and maintain an advisory board made up of parents, teachers and juvenile inmates as available to assist in menu planning. Juvenile inmates may be asked to complete a survey in lieu of attending meetings.

3. FINANCIAL ARRANGEMENTS:

- A. VENDOR shall submit to the COUNTY on the first day of every month for the preceding month, an invoice for resident/staff meals ordered or served,

whichever is greater. The price per meal charge to the COUNTY for meals served at the FACILITY for residents and staff is set forth in Attachment A. Payment will be made within 20 days after receipt of a proper invoice by the proper authority. Such payment shall be sent to:

Aramark Correctional Services, LLC  
P.O. Box 406019  
Atlanta, GA 30384-6019

(Payments only shall be sent to this address, all other correspondence shall be sent to the address set forth in the "Notice" section of this Agreement.)

VENDOR shall provide the COUNTY with a comprehensive monthly summary of meals, services and credits. This summary shall be forwarded to the COUNTY Administrator or his designee each month.

- B. Prices quoted herein apply for the period of one year from the commencement of this contract. The statements will reflect the preceding week's food services detailing the exact number of meals served on a daily basis as follows:
1. Actual number of juvenile resident meals and snacks
  2. Actual number of staff/visitor meals
  3. Any additional food or beverage services, as required

The fiscal arrangements in this Agreement are based on conditions existing on the date VENDOR commences operations, including, for example, the FACILITY'S resident population, food and supply costs, Federal, State and local sales, and other taxes and other operation costs. In the event of a change in conditions, the fiscal arrangements will be renegotiated on a mutually agreeable basis to reflect such change.

- C. FOOD SERVICES required by the FACILITY outside the scope of this contract will be provided by VENDOR upon written authorization by COUNTY and/or Court at mutually agreed upon prices for such services.
- D. The COUNTY shall notify VENDOR of the actual number of meals to be ordered each day at a mutually agreed on time with additions or deletions within an agreed time prior to meal service. When such notice is not given VENDOR will prepare the same number of meals as prepared for the previous day.
- E. FEDERAL SURPLUS COMMODITIES: VENDOR agrees to use available U.S. Department of Agriculture commodities assigned to the COUNTY. The value of the commodities shall be established in the following manner:

- VENDOR agrees that all surplus commodities assigned to the Warren County Juvenile Justice Facility will be utilized exclusively at the Justice Facility.
  - VENDOR shall credit the Juvenile Justice Facility for the value of those commodities at the rated listed on U.S.D.A. acquisition sheet.
- F. COMPETITIVE FOODS: The COUNTY retains control of quality, extent and general nature of food service provided. The COUNTY will make no payment for meals that are spoiled or unwholesome at the time of delivery, or do not meet specifications developed for each food component or menu item, or do not otherwise meet the requirements of this Agreement.
- G. FINANCIAL RESPONSIBILITY: The COUNTY retains control of the food service account and overall financial responsibility for the food services operation.
4. ACCESS AND RECORDS: VENDOR agrees to retain all books, records and other documents at its office in Philadelphia, relevant to determining VENDOR's performance under the contract for 36 months after the close of the federal fiscal year (October 1, through September 30).
5. TERM OF AGREEMENT: This agreement shall be in full force and effect on or about October 1, 2018, and shall continue in full force and effect through September 30, 2019.
- A. PRICE REDETERMINATION-PROSPECTIVE: The unit prices stated in this Agreement is firm for the period ending on September, 30 2019.
6. TERMINATION:
- A. TERMINATION FOR DEFAULT: Failure by either party to this Agreement in performing any of the provisions of this Agreement shall constitute a breach of contract, in which case, either party may require corrective action within 30 days from date of receipt of written notice citing the exact nature of such breach. Failure to take corrective action within the prescribed 30-day period, or failure to provide a written reply, shall constitute a Default of Contract. The defaulting party shall be given a 30-day period within which cause shall be shown why the Agreement shall not be terminated for default.
- B. TERMINATION FOR CONVENIENCE: Either party upon 90 days written notice, reserves the right to terminate the Agreement at the convenience of each respective party, or for any reason deemed by COUNTY to serve the public interest, or resulting from any governmental law, ordinance, regulation or court order. In the event of termination for convenience, COUNTY shall

pay VENDOR those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with Agreement prior to termination provided, however, that no costs shall be paid which are recoverable in the normal course of doing business which VENDOR in engaged, or costs which can be mitigated through the sales of supplies or inventories. In the event COUNTY pays for the cost of supplies or materials obtained for use under this Agreement, said supplies or material shall become the property of Warren County and shall be delivered to FACILITY, or as designated by the County Purchasing Agent. VENDOR shall not have continuing liability subsequent to termination under this section with the exception of accountability for materials and supplies existing at the time of termination.

7. NOTICE: All notices or other communication hereunder shall be deemed to be duly given when made in writing and delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested and addressed as follows:

TO COUNTY:

Warren County Board of Commissioners  
406 Justice Drive  
Lebanon, Ohio 45036

TO VENDOR:

Aramark Correctional Services, LLC  
1101 Market Street, 29<sup>th</sup> floor  
Philadelphia, PA 19107  
Attn: Contract Administrator

8. CONFLICTS OF INTEREST: VENDOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of this Agreement and no person having any such interest shall be employed. In addition, no officer, agent or employee of the COUNTY and no member of its governing body shall participate in any decision relating to this Agreement which affects his/her personal interest or any corporation, partnership, association which he/she is directly or indirectly interested or has any personal or pecuniary interest.
9. PRESS RELATIONS: VENDOR shall coordinate with Warren County Juvenile Court or FACILITY Administrator on any and all press or media releases.
10. SIGNATURE AUTHORITY: The COUNTY will retain signature authority on the Agreement, to participate in the National School Lunch Program (“NSLP”), School Breakfast Program (“SBP”), Special Milk Program (“SMP”), and After School Care Snack Program (“ASCSP”), including Free and Reduced-Price Policy Statement and the monthly claim for reimbursement.
11. NONDISCRIMINATION: The COUNTY and, to the extent applicable to services provided under the Agreement, VENDOR agree that no child who participates in the NSLP, SBP. After School Snack Program (“ASSP”), Summer Food Service Program

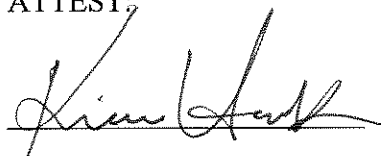
("SFSP"), and SMP will be discriminated against on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the United States Department of Agriculture.

12. EXTENT OF AGREEMENT: This Agreement, including VENDOR's bid and the COUNTY's specifications represent the entire Agreement between COUNTY and VENDOR and supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both COUNTY and VENDOR.

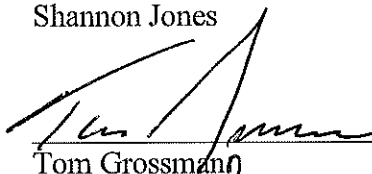
IN WITNESS HEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives the day and year first above written.

ATTEST:

WARREN COUNTY BOARD OF COMMISSIONERS

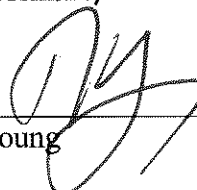


Shannon Jones



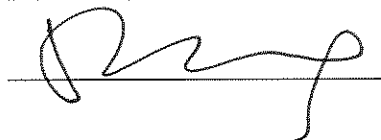
Tom Grossman

David Young



ATTEST:

Aramark Correctional Services, LLC

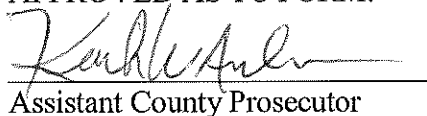


BY:



TITLE: Vice President, Finance

APPROVED AS TO FORM:



Assistant County Prosecutor

**Attachment A**  
**Warren County, Ohio**  
**Effective October 1, 2018 through September 30, 2019**

	<b>Price Per Meal</b>
Juvenile Meals*	\$4.753
Juvenile Snacks*	\$1.000
Staff & Visitors	\$3.000

\*Juvenile meals and snacks will be billed on the actual number of juvenile meals ordered or served in a seven day period, whichever is greater.

# Resolution

Number 18-1588

Adopted Date October 16, 2018

AUTHORIZE PRESIDENT OF BOARD TO SIGN THE TASK COMPLETION REPORTS 104 AND 107 WITH TRITECH SOFTWARE SYSTEMS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified and recommended that the Board of County Commissioners sign the TriTech Software Systems Task Completion Reports 104 and 107; and

NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the TriTech Software Systems Task Completion Reports 104 and 107, as attached hereto and made a part hereof.

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

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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—TriTech Software Systems  
Telecom (file)



# Warren County Sales Order 6395 Task Completion Report 104

**Effective Date:** 07/31/2018

The purpose of the Task Completion Report (this “Document”) is to document the mutual agreement between TriTech and the Client on the items listed in this report, in reference to CAD/Mobile/RMS/Jail Implementation Project for the Warren County – Sales Order 6395.

**Acknowledgement:** Warren Co 6395—Re-IP of Inform Suite

On July 31, 2018 Gary Estes, Client PM, indicated Warren Co may be changing IP’s of the Inform Suite network.

Upon checking within TriTech the following impacts may occur:

- Any interface that’s connecting to an external system via a TCP/IP connection would get impacted. This includes all CAD/RMS/JMS interfaces.
- Connection to the state could get impacted if it’s an IP connection.
- Paging via an SMTP connection would be impacted.
- Integration uses the FQDN of the machine vs the IP address. If the machine names and domain the same there should be no impact.
- ArcServe would need reconfiguration of the Scenario.

In the event the client moves forward with the Reconfiguration of the IP’s and there is an impact to any TriTech product, Interface or Integration the client will be responsible for all costs or time incurred by TriTech. Client will be provided an estimate for all known impacts at their request. Any unknown impacts will be quoted at the time.

**Approval of this Task Completion Report does not generate an invoice related to this Project.**


The Client is responsible to approve this Task Completion Report within 10 business days, or provide a written notification to TriTech detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

Please sign, scan and return this document to TriTech via e-mail PDF attachment to Jameson Gartner (jameson.gartner@tritech.com)



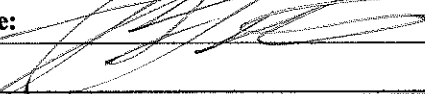
# Approvals

**Client Project Manager** Print Name: Don Grossmann

Signature: 

Date: 10/16/10

**TriTech Project Manager** Print Name: Jameson Gartner

Signature: 

Date: 08/09/2018



# Warren County Sales Order 6395 Task Completion Report 107

**Effective Date:** 09/13/2018

The purpose of the Task Completion Report (this "Document") is to document the mutual agreement between TriTech and the Client on the items listed in this report, in reference to CAD/Mobile/RMS/Jail Implementation Project for the Warren County – Sales Order 6395.

**Acknowledgement:** Inform API Training--Complete

The following Warren Co SO 6395 representatives attended Inform API Training between September 11-13, 2018 in San Diego, CA

Jeremiah Marcum  
Joshua Moyer

Warren County Telecommunications, OH  
Warren County Telecommunications, OH

This is considered complete and closed.

**Approval of this Task Completion Report does not generate an invoice related to this Project.**

The Client is responsible to approve this Task Completion Report within 10 business days, or provide a written notification to TriTech detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

Please sign, scan and return this document to TriTech via e-mail PDF attachment to Jameson Gartner (jameson.gartner@tritech.com)

## Approvals

Client Project Manager

Print Name: Tom Grossmann

Signature: [Signature]

Date: 10/16/18

TriTech Project Manager

Print Name: Jameson Gartner

Signature: [Signature]

Date: 09/13/2018

# Resolution

Number 18-1589

Adopted Date October 16, 2018

ENTER INTO A CONSULTING AGREEMENT WITH WEATHER VUE PRO LLC ON  
BEHALF OF THE WARREN COUNTY ENGINEER

BE IT RESOLVED, to enter into a weather consulting agreement with Weather Vue Pro LLC,  
1703 US 35, Eaton, OH 45320 for the weather consulting service for the Warren County  
Engineer, as attached hereto and made a part hereof.

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

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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Tina Osborne, Clerk

cc: c/a—Weather Vue Pro, LLC  
Engineer (file)

## CONSULTING AGREEMENT

This Agreement for weather consulting service ("Service") is hereby made by and between Jonathan Marker of Weather Vue Pro LLC located at 1703 US 35 East, Eaton, Ohio 45320 ("Consultant") and the Warren County Board of Commissioners on behalf of the Warren County Engineer's Office, 210 West Main Street, Lebanon, Ohio 45036 ("Client").

### 1. DESCRIPTION OF SERVICES

The Client agrees to receive a consulting package that includes:

- A. Daily (Monday-Friday) customized forecasts and updates will be sent via email. Weekend and holiday updates will be sent if weather conditions warrant.
- B. On-call via phone call or text messaging for any questions or concerns.

### 2. TERM

This Agreement and Service will become effective on November 1, 2018 and remain in effect until the completion of this Service on April 30, 2019.

### 3. COMPENSATION

The Client agrees to provide payment to the Consultant of \$ 2,495.00 for the Service. Consultant will submit invoicing to the Client. Payment due date will be listed on the invoice.

### 4. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor with respect to the Client and not an employee. No part of Consultant's compensation will be subject to withholding by the Client for the payment of any benefits, social security, federal, state, or any other employee payroll taxes.

### 5. CONFIDENTIALITY

The Client and its users agree that all materials are property of Weather Vue Pro LLC and may not copy, redistribute, or profit from any Service to a third party during the term of this Agreement, unless the Client has obtained the Consultant's written consent. Any unauthorized redistribution or profit by the Client could result in termination of Service.

The Consultant and Client agree not to share or redistribute any information such as business affairs, customers, vendors, finances, properties, methods of operation, computer programs, documentation, and other information whether written, oral, or otherwise confidential in nature.

With the exception that it shall not be deemed a violation of this section if Client is compelled to share relevant public records to Ohio Public Records Laws. If Client must share public records relevant to this agreement pursuant to the laws of the State of Ohio, Client will provide notice to Consultant.

### 6. DISCLAIMER OF WARRANTIES

Consultant has the knowledge and experience to perform the services required by this agreement, but does not warrant the accuracy of the results obtained through the use of this Service. Client acknowledges that weather forecasting is not an exact science and that the Consultant is not responsible for any damages and has no control over Client's actions in response to the forecasts and information received. Consultant makes no warranties regarding the availability, functionality, or serviceability of its services, but agrees to take all steps necessary to promptly repair any problems.

**7. TERMINATION**

Early termination of this Service by the Client, with or without cause, must give sixty (60) days prior written notice of termination. The Client agrees to pay the Consultant for the Service received until the date of termination. The Consultant may terminate or suspend the Service upon breach of these terms.

**8. NON-DISCLOSURE**


Consultant agrees that, except as directed by Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person and that upon termination of this agreement it will turn over to Client all documents, papers, and other matters in its possession or control that relates to Client. Consultant further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement.

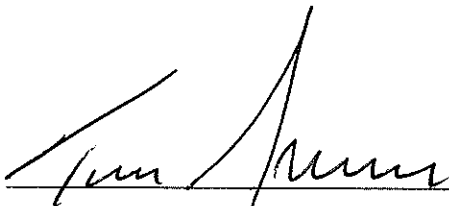
**9. FORCE MEJEURE**

This Agreement is subject to cancellation or change on written notice to either party in the event of causes beyond reasonable control, including without limitation acts of God or war, fires, earthquakes, floods, strikes, labor troubles, riots, curtailment or operations due to governmental orders or rulings, and the like.

**10. ENTIRE AGREEMENT AND NOTICE**

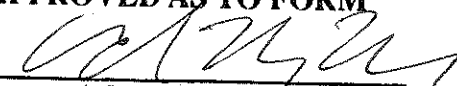
This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail.

  
\_\_\_\_\_  
Jonathan Marker, Weather Vue Pro LLC

  
\_\_\_\_\_  
Warren County Board of Commissioners

Date: 10/2/18

Date: 10/16/18

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

**APPROVED AS TO**  
\_\_\_\_\_  
Adam M. <sup>NI</sup>  
Asst. Prosecutin

# Resolution

Number 18-1590

Adopted Date October 16, 2018

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #10/11/2018 001, #10/11/2018 002, #10/11/2018 003, #10/11/2018 004, #10/11/2018 005, #10/11/2018 006 #10/16/2018 001, #10/16/2018 002, #10/16/2018 003, #10/16/2018 004, #10/16/2018 005, #10/16/2018 006 and #10/16/2018 007; said batches are attached hereto and made a part hereof.

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


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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

kh

cc: Auditor 

# Resolution

Number 18-1591

Adopted Date October 16, 2018

## APPROVE VARIOUS REFUNDS

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

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

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


Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS



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Tina Osborne, Clerk

cc: Auditor   
Refunds file

# Resolution

Number 18-1592

Adopted Date October 16, 2018

APPROVE BOND REDUCTION FOR M/I HOMES OF CINCINNATI, LLC FOR COMPLETION OF IMPROVEMENTS IN HUDSON HILLS SECTION 2 SITUATED IN DEERFIELD TOWNSHIP

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

## EROSION CONTROL PERFORMANCE BOND REDUCTION

Bond Number	:	N/A
Development	:	Hudson Hills, Section 2
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$42,380.25
Surety Company	:	Capitol Indemnity Corporation #60116558

BE IT FURTHER RESOLVED, the original amount of the bond was \$50,085.75 and now after the above reduction the new required bond amount is \$7,705.50.

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

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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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



# Resolution

Number 18-1593

Adopted Date October 16, 2018

APPROVE BOND RELEASE FOR M/I HOMES OF CINCINNATI, LLC FOR COMPLETION OF IMPROVEMENTS IN HUDSON HILLS, SECTION 1 SITUATED IN DEERFIELD 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	:	Hudson Hills, Section 1
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$66,062.75
Surety Company	:	Capitol Indemnity Corporation #60112688

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

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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 18-1594

Adopted Date October 16, 2018

APPROVE BOND RELEASE FOR M/I HOMES OF CINCINNATI, LLC FOR COMPLETION OF IMPROVEMENTS IN REGENCY PARK 11C SITUATED IN HAMILTON 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	:	Regency Park, 11C
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Hamilton
Amount	:	\$13,812.50
Surety Company	:	Argonaut Insurance Company AS-0090164

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

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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 18-1595

Adopted Date October 16, 2018

APPROVE BOND REDUCTION FOR TURNING LEAF, LLC FOR COMPLETION OF IMPROVEMENTS IN TURNING LEAF, SECTION 7A SITUATED IN HAMILTON TOWNSHIP

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

## EROSION CONTROL PERFORMANCE BOND REDUCTION

Bond Number	:	N/A
Development	:	Turning Leaf, Section 7A
Developer	:	Turning Leaf, LLC
Township	:	Hamilton
Amount	:	\$21,466.50
Surety Company	:	The Guarantee Company of North America USA (201483330)

BE IT FURTHER RESOLVED, the original amount of the bond was \$25,369.50 and now after the above reduction the new required bond amount is \$3,903.00.

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

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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 18-1596

Adopted Date October 16, 2018

APPROVE BOND RELEASE FOR REMCO-GERSHENSON PROPERTIES, LP FOR COMPLETION OF IMPROVEMENTS IN DEERFIELD TOWNE CENTER SITUATED IN DEERFIELD 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	:	Deerfield Towne Center
Developer	:	Remco-Gershenson Properties, LP
Township	:	Deerfield
Amount	:	\$15,063.75
Surety Company	:	Liberty Mutual Insurance Company (7610695)

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

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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 18-1597

Adopted Date October 16, 2018

APPROVE BOND RELEASE FOR LONG COVE POINTE OFFICE CONDOS, LLC FOR COMPLETION OF IMPROVEMENTS IN THE LONG COVE OFFICE CONDOS SITUATED IN DEERFIELD 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	:	Long Cove Office Condos
Developer	:	Long Cove Pointe Office Condos, LLC
Township	:	Deerfield
Amount	:	\$8,677.50
Surety Company	:	Great American Insurance Company #20694

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

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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 18-1598

Adopted Date October 16, 2018

APPROVE BOND RELEASE FOR BMB LTD, AN OHIO PARTNERSHIP, FOR COMPLETION OF IMPROVEMENTS IN GREENFIELD RESERVE SITUATED IN DEERFIELD 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	:	Greenfield Reserve
Developer	:	BMB LTD an Ohio Partnership
Township	:	Deerfield
Amount	:	\$958.45
Surety Company	:	Fifth Third Bank Cashier's Check #25647494

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

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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer  
M. Pesavento  
Soil & Water (file)  
Bond Agreement file

# Resolution

Number 18-1599

Adopted Date October 16, 2018

APPROVE BOND REDUCTION FOR M/I HOMES OF CINCINNATI, LLC FOR COMPLETION OF IMPROVEMENTS IN ROBERTS PARK SECTION 2 SITUATED IN DEERFIELD TOWNSHIP

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

## EROSION CONTROL PERFORMANCE BOND REDUCTION

Bond Number	:	N/A
Development	:	Robert's Park, Section 2
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$71,425.00
Surety Company	:	Argonaut Insurance Co. (AS0083247)

BE IT FURTHER RESOLVED, the original amount of the bond was \$84,400.00 and now after the above reduction the new required bond amount is \$12,975.00.

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

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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 18-1600

Adopted Date October 16, 2018

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR FISCHER DEVELOPMENT COMPANY, FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS AND ENTER INTO THE MAINTENANCE SECURITY FOR MIAMI BLUFFS, SECTION SEVENTEEN SITUATED IN HAMILTON TOWNSHIP

WHEREAS, the Developer has completed the performance of the construction of improvements subject of the Bond referenced below, and upon recommendation of the County Engineer the bond amount for performance may be reduced to zero, but the bond shall remain in effect for maintenance security to secure the performance of all maintenance upon the completed improvements; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances performance bond reduction and the two year maintenance period:

## BOND REDUCTION

Bond Number	:	17-015 (P/S-M)
Development	:	Miami Bluffs, Section Seventeen
Developer	:	Fischer Development Company
Township	:	Hamilton
Reduction Amount	:	\$15,071.66
Surety Company	:	RLI Insurance Company (CMS 0326609)

BE IT FURTHER RESOLVED: the original amount of bond was \$47,392.80 and after the above reduction, the remaining bond amount is \$32,321.14.

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

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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Fischer Dev. Co., Attn: Dave Stroup, 3940 Olympic Blvd, Ste 100, Erlanger, KY 41018  
RLI Ins. Co. 525 W. Van Buren, Ste 350 Chicago, IL 60607  
Engineer (file)  
Bond Agreement file



# Resolution

Number 18-1601

Adopted Date October 16, 2018

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH ERBECK DEVELOPMENT COMPANY, LTD FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN KENSINGTON, PHASE 2, 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	:	18-015 (W/S)
Development	:	Kensington, Phase 2, Block "A"
Developer	:	Erbeck Development Company, LTD.
Township	:	Deerfield
Amount	:	\$13,426.30
Surety Company	:	RLI Insurance Company (CMS0332579)

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

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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cgb

cc: Erbeck Development Co. LTD., 3940 Olympic Blvd., Suite 100, Erlanger, KY 41018  
RLI Insurance Company, 525 W. Van Buren, Suite 350, Chicago, IL 60607  
Water/Sewer (file)  
Bond Agreement file

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

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

18-015 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between Erbeck Development Company, LTD (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and RLI Insurance Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Kensington ~~Subdivision, Section/Phase~~ Phase 2, 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 \$134,263.00, and that the Improvements that have yet to be completed and approved may be constructed in the sum of 0.00; 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 0.00 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 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 13,426.30 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:

Erbeck Development Company, LTD.  
Dave Stroup  
3940 Olympic Boulevard, Suite 100  
Erlanger, KY 41018  
Ph. ( 859 ) 344 - 3131

D. To the Surety:

RLI Insurance Company

525 W Van Buren Suite 350

Chicago, IL 60607

Ph. ( 312 ) 675 - 4143

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.

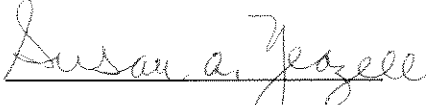
**DEVELOPER:** Erbeck Development Company, Ltd.  
By: Kensington Development Co. of  
Ohio, LLC Its: Sole Member

**SURETY:** RLI Insurance Company

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

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

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Todd E. Huss

PRINTED NAME: Susan A. Yeazell

TITLE: Vice President

TITLE: Attorney-in-Fact

DATE: 10/3/2018

DATE: October 2, 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 18-1601, dated 10/16/18.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**


SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 10/16/18

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



# POWER OF ATTORNEY

## **RLI Insurance Company Contractors Bonding and Insurance Company**

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

### ***Know All Men by These Presents:***

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Dan E. Ries, Susan A. Yeazell, jointly or severally  
\_\_\_\_\_

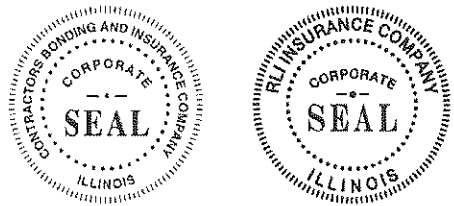
in the City of Cincinnati, State of Ohio its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

**RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 22nd day of November, 2017.



**RLI Insurance Company  
Contractors Bonding and Insurance Company**  
By: B. W. Davis  
Barton W. Davis Vice President

State of Illinois }  
County of Peoria } SS

### **CERTIFICATE**

On this 22nd day of November, 2017, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 2nd day of October, 2018.

By: Gretchen L. Johnnigk  
Gretchen L. Johnnigk Notary Public

**RLI Insurance Company  
Contractors Bonding and Insurance Company**  
By: Jean M. Stephenson  
Jean M. Stephenson Corporate Secretary



Bond No. CMS0332579

MAINTENANCE BOND

Know All Men By These Presents, That we, Erbeck Development Company, Ltd.  
3940 Olympic Blvd, Suite 100, Erlanger, KY 41018  
as Principal, and RLI Insurance Company, a corporation  
organized under the laws of the State of Illinois with principal place at \_\_\_\_\_  
525 W. Van Buren, Suite 350, Chicago, IL 60607, as Surety, are held and  
firmly bound unto Warren County Board of Commissioners, 406 Justice Drive,  
Lebanon, OH 45036 (hereinafter called Obligee) in the penal sum of Thirteen  
Thousand Four Hundred Twenty-Six and 30/100 (\$13,426.30)  
payment of which, well and truly to be made, we do hereby bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these  
presents.

DATED this 2<sup>nd</sup> day of October, 20 18.

WHEREAS, the said Principal has heretofore entered into a Subdividers  
Contract with the Obligee above named for certain physical improvements for

Water and Sanitary Sewer in Kensington Subdivision, Phase 2, Block A  
in Deerfield Township, Warren County, OH

and

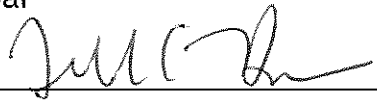
WHEREAS, the Principal submits that all work called for under the said  
Subdividers Contract has now been completed according to the approved plans and as  
a condition of acceptance of the physical improvements offers this bond to said  
Obligee;

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That is  
said Principal shall, for a period of One (1) years from and after the 2<sup>nd</sup>  
day of October, 20 18, indemnify the Obligee against any loss or  
damage directly arising by reason of any defect in the material or workmanship which  
may be discovered within the period aforesaid, then this obligation shall be void;  
otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said  
Principal, written statement of the particular facts showing such default and the date  
hereof shall be delivered facts showing such default and the date thereof shall be  
delivered to the Surety by certified mail, at its Home Office in 525 W. Van Buren,  
Ste350,Chicago,IL 60607 promptly and in any event within thirty (30) days after the  
Obligee or his representative shall learn of such default; and that no claim suit, or action  
by or reason of any default of the Principal shall be brought hereunder after the  
expiration of thirty (30) days from the end of the maintenance period as herein set forth.

Erbeck Development Company, Ltd.  
By: Kensington Development Co. of Ohio,  
LLC Its:Sole Member

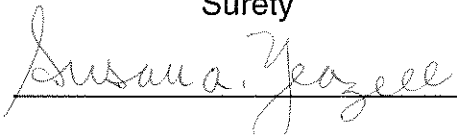
Principal

By: 

Its: Todd E. Huss, Vice President

RLI Insurance Company

Surety

By: 

Its: Susan A. Yeazell, Attorney-in-Fact

# Resolution

Number 18-1602

Adopted Date October 16, 2018

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH ERBECK DEVELOPMENT COMPANY, LTD. FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN KENSINGTON, PHASE 2, 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	:	18-017 (P/S)
Development	:	Kensington, Phase 2, Block "A"
Developer	:	Erbeck Development Company, Ltd.
Township	:	Deerfield
Amount	:	\$21,349.50
Surety Company	:	RLI Insurance Company (CMS0332578)

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

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

Resolution adopted this 16<sup>th</sup> day of October 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.

18-017(P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Erbeck Development Company, LTD. (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and RLI Insurance Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Kensington Subdivision, Section/Phase<sup>PH 2, Block A</sup> (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 \$106,747.50, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$15,779.50; 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 \$21,349.50 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 2 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 \$21,349.50 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:

Erbeck Development Company, LTD

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Attn: Dave Stroup

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3940 Olympic Boulevard, Suite 100

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Erlanger, KY 41018

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Ph. ( 859 ) 344 - 3131

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D. To the Surety:

RLI Insurance Company

525 W. Van Buren, Suite 350

Chicago, IL 60607

Ph. ( 312 ) 675 - 4136

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.

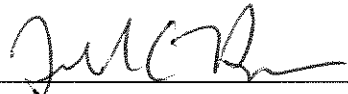
**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

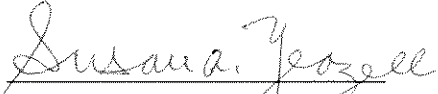
**DEVELOPER:** Erbeck Development Company, Ltd.  
By: Kensington Development Co. of Ohio, LLC  
Its: Sole Member

**SURETY:** RLI Insurance Company

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

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

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Todd E. Huss

PRINTED NAME: Susan A. Yeazell

TITLE: Vice President

TITLE: Attorney-in-Fact

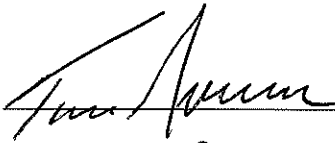
DATE: 10/3/2018

DATE: October 2, 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 19-1602, dated 10/16/19.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 10/16/19

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

Bond No. CMS0332578

MAINTENANCE BOND

Know All Men By These Presents, That we, Erbeck Development Company, Ltd.  
3940 Olympic Blvd, Suite 100, Erlanger, Kentucky 41018  
as Principal, and RLI Insurance Company, a corporation  
organized under the laws of the State of Illinois with principal place 525 W. Buren  
Suite 350, Chicago, IL 60607, as Surety, are held and  
firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH  
45036 (hereinafter called Obligee) in the penal sum Twenty-One Thousand  
Three Hundred Forty-Nine and 50/100, (\$ 21,349.50), for  
payment of which, well and truly to be made, we do hereby bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these  
presents.

DATED this 2<sup>nd</sup> day of October, 20 18.

WHEREAS, the said Principal has heretofore entered into a Subdividers  
Contract with the Obligee above named for certain physical improvements for  
Streets and Appurtenances including Sidewalks in Kensington Phase 2, Block A  
Subdivision located in Deerfield Township, Warren County, Ohio

and

WHEREAS, the Principal submits that all work called for under the said  
Subdividers Contract has now been completed according to the approved plans and as  
a condition of acceptance of the physical improvements offers this bond to said  
Obligee;

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That is  
said Principal shall, for a period of Two (2) years from and after the 2<sup>nd</sup>  
day of October, 20 18, indemnify the Obligee against any loss or  
damage directly arising by reason of any defect in the material or workmanship which  
may be discovered within the period aforesaid, then this obligation shall be void;  
otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said  
Principal, written statement of the particular facts showing such default and the date  
hereof shall be delivered facts showing such default and the date thereof shall be  
delivered to the Surety by certified mail, at its Home Office in 525 Van Buren, Suite  
350, Chicago, IL 60607 promptly and in any event within thirty (30) days after the  
Obligee or his representative shall learn of such default; and that no claim suit, or action  
by reason of any default of the Principal shall be brought hereunder after the expiration  
of thirty (30) days from the end of the maintenance period as herein set forth.

Erbeck Development Company, Ltd.  
By: Kensington Development Co. of Ohio,  
LLC  
Its: Sole Member

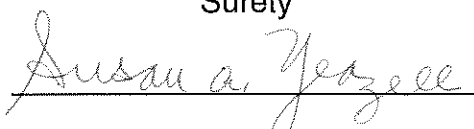
Principal

By: 

Its: Todd E. Huss, President

RLI Insurance Company

Surety

By: 

Its: Susan A. Yeazell, Attorney-in-Fact

# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Dan E. Ries, Susan A. Yeazell, jointly or severally

in the City of Cincinnati, State of Ohio its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

**RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 22nd day of November, 2017.



**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

By: B. W. Davis  
Barton W. Davis Vice President

State of Illinois }  
County of Peoria } SS

### CERTIFICATE

On this 22nd day of November, 2017, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 2nd day of October, 2018.

By: Gretchen L. Johnigk  
Gretchen L. Johnigk Notary Public

**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

By: Jean M. Stephenson  
Jean M. Stephenson Corporate Secretary



# Resolution

Number 18-1603

Adopted Date October 16, 2018

## APPROVE VARIOUS RECORD PLATS

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

- Kensington, Phase 2, Block "A" – Deerfield Township
- Deerfield Crossing Chick-Fil-A Revision – Deerfield Township
- McGregor Acres: Being A Replat Settlemyre Acres Lots 1 & 2 As Recorded In P.B. 96, PG. 42 – Washington Township

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

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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Plat File  
RPC

# Resolution

Number 18-1604

Adopted Date October 16, 2018

RESCIND RESOLUTION #18-1520 TO APPROVE A SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS TRANSFER 101-1112 AND APPROVE OPERATIONAL TRANSFER FROM COMMISSIONERS TRANSFERS 101-1112 INTO WATER AND SEWER FUND 510 AND 580

WHEREAS, pursuant to Resolution #18-1520, this Board approve a supplemental appropriation and operational transfers in order for the Water and Sewer funds to receive a calculated portion of the investment income earned by the County Treasury; and

WHEREAS, it has been determined that the process in which the money was to be transferred needs to be amended; and

NOW THEREFORE BE IT RESOLVED, to rescind Resolution #18-1520 adopted October 2, 2018.

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

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


Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor   
Water/Sewer (file)  
OMB



# Resolution

Number 18-1605

Adopted Date October 16, 2018

APPROVE OPERATING TRANSFER FROM WATER REVENUE FUND 510 INTO WATER REVENUE PROJECT FUND NO. 583 FOR VARIOUS WATER PROJECTS

WHEREAS, the Water and Sewer Revenue Funds (surplus) will finance the costs associated with the water projects in Fund 583; and

WHEREAS, an operating transfer is necessary in order to process payment of current and anticipated obligations associated with said projects; and

NOW THEREFORE BE IT RESOLVED, to approve the following Operating Transfer:

\$5,000.00 from #510-3219-3219-997 (Operating Transfer)  
into #583-3209-9000-999 (Distributions & Transfers) RAR Filter Rehab Project

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


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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

las

cc: Auditor   
Operational Transfer file  
Water/Sewer (file)  
OMB

# Resolution

Number 18-1606

Adopted Date October 16, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT  
SPECIAL PROJECTS FUND #224

BE IT RESOLVED, to approve the following supplemental appropriation:

\$8,000.00 into #224-1220-317 (Non Capital Purchases)

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


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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Supplemental App file  
Common Pleas (file)  
OMB

# Resolution

Number 18-1607

Adopted Date October 16, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT  
COGNITIVE INTERVENTION PROGRAM SUBSTANCE ABUSE MONITORING FUND  
#284

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 20,000.00 into #284-2911-400 (Purchased Services)

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


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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 18-1608

Adopted Date October 16, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT  
COMMUNITY BASED CORRECTIONS FUND #289

BE IT RESOLVED, to approve the following supplemental appropriation:


\$ 35,000.00 into #289-1227-400 (Purchased Services)


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

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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Tina Osborne, Clerk

cc: Auditor   
Supplemental App. file  
Common Pleas (file)

# Resolution

Number 18-1609

Adopted Date October 16, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN COMMON PLEAS COURT FUND  
#101-1220

BE IT RESOLVED, to approve the following appropriation adjustments:

\$2,000.00	from	#101-1220-820	(Health Insurance)
	into	#101-1220-210	(Material & Supplies)
\$ 1,000.00	from	#101-1220-830	(Workers Compensation DAWR)
	into	#101-1220-811	(PERS)
\$ 6,000.00	from	#101-1223-820	(Health Insurance)
	into	#101-1220-317	(Non Capital Purchases)


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

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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 18-1610

Adopted Date October 16, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT  
PROBATION FUND #101-1223

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 10,000.00 from #101-1223-820 (Health Insurance (General))  
into #101-1223-317 (Non Capital Purchases)

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


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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 18-1611

Adopted Date October 16, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN JUVENILE COURT FUND #101 -  
1240

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 2,000.00	from	#101-1240-910	(Other Expense)
	into	#101-1240-210	(Supplies)
\$1,500.00	from	#101-1240-910	(Other Expense)
	into	#101-1240-811	(PERS)

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


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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)

# Resolution

Number 18-1612

Adopted Date October 16, 2018

APPROVE APPROPRIATION ADJUSTMENT FROM PROBATE COURT FUND #101-1250  
INTO JUVENILE COURT FUND #101 -1240

BE IT RESOLVED, to approve the following appropriation adjustment:

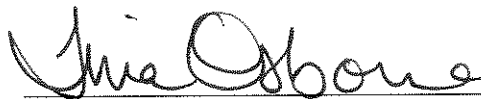
\$2,000.00      from    #101-1250-830 (Workers Comp)  
                         into    #101-1240-210 (Supplies)

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

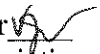
Mrs. Jones- absent  
Mr. Grossmann- yea  
Mr. Young- yea

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc    Auditor   
         Appropriation Adj. file  
         Juvenile (file)



# Resolution

Number 18-1613

Adopted Date October 16, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT RECLAIM  
GRANT FUND #247

BE IT RESOLVED, to approve the following appropriation adjustment:

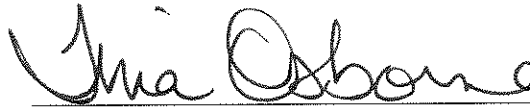
\$60,000.00 from #247-1242-400 (Purchase Services)  
into #247-1242-410 (Contracts BOCC Approval)

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


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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)

# Resolution

Number 18-1614

Adopted Date October 16, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN COUNTY COURT FUNDS #101-1280 AND #101-1283

BE IT RESOLVED, to approve the following appropriation adjustments:

\$2,000.00 from #101-1280-102 (Regular Salaries)  
into #101-1280-400 (Purchased Services)

\$1,000.00 from #101-1283-102 (Regular Salaries)  
into #101-1283-317 (Non Capital Purchases)

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


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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
County Court (file)

# Resolution

Number 18-1615

Adopted Date October 16, 2018

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN RECORDS CENTER FUND  
#101-1500

BE IT RESOLVED, to approve the following appropriation adjustment:

\$5,500.00      from    #101-1500-820      (Health Insurance)  
                         into    #101-1500-320      (Capital Purchases)

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

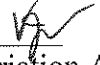
Mrs. Jones- absent  
Mr. Grossmann- yea  
Mr. Young- yea

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Records Center

# Resolution

Number 18-1616

Adopted Date October 16, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN GARAGE FUND #101-1620

BE IT RESOLVED, to approve the following appropriation adjustments:

\$2000.00	from #101-1620-400	(Purchased Services)
	into #101-1620-114	(Overtime Pay)
1000.00	from #101-1620-400	(Purchased Services)
	Into #101-1620-210	(Material & Supplies)

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


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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Garage (file)

# Resolution

Number 18-1617

Adopted Date October 16, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN EMERGENCY SERVICES /  
COMMUNICATIONS CENTER FUND #101-2850

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,000.00	from	#101-2850-210	(Office Supplies General)
	into	#101-2850-317	(Non Capital Purchases)

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

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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Emergency Services (file)

# Resolution

Number 18-1618

Adopted Date October 16, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN CHILD SUPPORT  
ENFORCEMENT AGENCY FUND #263

BE IT RESOLVED, to approve the following appropriation adjustments:


\$30,000.00 from #263-5500-102 (Regular Salaries)  
into #263-5500-820 (Health Insurance)

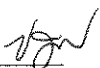
Mr. Young moved for adoption of the foregoing resolution, being seconded by Mr. Grossmann upon call of the roll, the following vote resulted:

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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
CSEA (file)

# Resolution

Number 18-1619

Adopted Date October 16, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN WORKFORCE INVESTMENT  
BOARD FUND #238

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 8,000      from #238-5800-102      (Regular Salaries)  
                 into #238-5800-910      (Other Expenses)

\$ 14,000     from #238-5800-820      (Health Insurance)  
                 into #238-5800-400      (Purchased Services)

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

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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Workforce Investment Board (file)

# Resolution

Number 18-1620

Adopted Date October 16, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE CLERK OF COURT'S  
CERTIFICATE OF TITLE ADMINISTRATION FUND #250

BE IT RESOLVED, to approve the following appropriation adjustment:

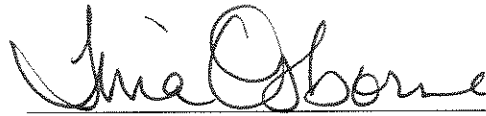
\$624.00	from	#250-1260-210	(Materials & Supplies)
	into	#250-1260-400	(Purchased Services)

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

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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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



# Resolution

Number 18-1621

Adopted Date October 16, 2018

APPROVE SUPPLEMENTAL APPROPRIATION ADJUSTMENT WITHIN DOG AND  
KENNEL FUND #206

BE IT RESOLVED, to approve the following supplemental appropriation adjustment within the  
Dog & Kennel Fund #206:

\$2,000.00 into #206-2700-114 (Overtime)

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


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

Resolution adopted this 16<sup>th</sup> day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Cc: Auditor   
Approp. Adj. File  
Dog & Kennel (file)  
OMB