

# Resolution

Number 18-1948

Adopted Date December 18, 2018

ACCEPT RESIGNATION OF TIFFANY KRONENBERGER, CUSTOMER REPRESENTATIVE, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE JANUARY 2, 2019

BE IT RESOLVED, to accept the resignation of Tiffany Kronenberger, Customer Representative, within the Warren County Water and Sewer Department, effective January 2, 2019.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
T. Kronenberger's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 18-1949

Adopted Date December 18, 2018

AUTHORIZE THE POSTING OF THE "CUSTOMER REPRESENTATIVE" POSITION WITHIN THE WATER AND SEWER DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02 (A)

WHEREAS, there exists an opening for the "Customer Representative" position within the Water and Sewer Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Cashier/Receptionist" in accordance with Warren County Personnel Policy Manual, Section 2.02 (A); posting to occur for a period of at least seven (7) consecutive calendar days beginning December 19, 2018.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
OMB – S. Spencer

# Resolution

Number 18-1950

Adopted Date December 18, 2018

ACCEPT RESIGNATION OF BETHANY BIRD, INVESTIGATIVE CASEWORKER II,  
WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES,  
CHILDREN SERVICES DIVISION, EFFECTIVE DECEMBER 14, 2018

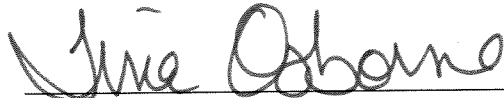
BE IT RESOLVED, to accept the resignation of Bethany Bird, Investigative Caseworker II,  
within the Warren County Department of Job and Family Services, Children Services Division,  
effective December 14, 2018.

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)  
B. Bird's Personnel file  
OMB – Sue Spencer  
Tammy Whitaker  
Job Class #1770

# Resolution

Number 18-1951

Adopted Date December 18, 2018

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

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

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Investigative Caseworker I or II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning December 19, 2018.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

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

# Resolution

Number 18-1952

Adopted Date December 18, 2018

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO APRIL KENNARD,  
WITHIN THE EMERGENCY SERVICES DEPARTMENT

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

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

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)  
A. Kennard's FMLA file  
OMB – Sue Spencer

# Resolution

Number 18-1953

Adopted Date December 18, 2018

ACCEPT RESIGNATION OF MARIEL PESAVENTO, ADMINISTRATIVE SUPPORT,  
WITHIN THE OFFICE OF MANAGEMENT AND BUDGET, EFFECTIVE JANUARY 11,  
2019

BE IT RESOLVED, to accept the resignation of Mariel Pesavento, Administrative Support, within  
the Office of Management and Budget, effective January 11, 2019.

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

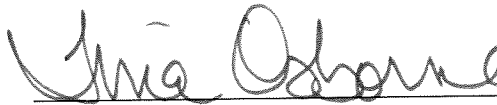
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 18-1954

Adopted Date December 18, 2018

AUTHORIZE THE POSTING OF THE "ADMINISTRATIVE SUPPORT OR ADMINISTRATIVE ASSISTANT" POSITION, WITHIN THE WARREN COUNTY OFFICE OF MANAGEMENT AND BUDGET IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists an opening for the "Administrative Support or Administrative Assistant" position within the department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Administrative Support or Administrative Assistant" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning December 19, 2018.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: OMB (file)  
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 18-1955

Adopted Date December 18, 2018

ACCEPT RESIGNATION, OF ANDREA WILLIAMS, ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES DEPARTMENT, HUMAN SERVICES DIVISION, EFFECTIVE DECEMBER 28, 2018

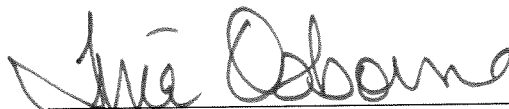
BE IT RESOLVED, to accept the resignation, of Andrea Williams, Eligibility Referral Specialist II, within the Warren County Job and Family Services Department, Human Services Division, effective December 28, 2018.

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)  
A. William's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker  
Job Class #1574



# Resolution

Number 18-1956

Adopted Date December 18, 2018

HIRE SARA INZERRELLO AS AN UNIT SUPPORT WORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION:

BE IT RESOLVED, to hire Sara Inzerrello, as an Unit Support Worker II, within the Warren County Department of Job and Family Services, Human Services Division, full-time, 40 hours per week, Pay Grade 2, \$12.68 per hour, under the Warren County Job and Family Service, Human Services compensation plan, effective January 7, 2019, subject to a negative drug screen and check and a 365-day probationary period.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)  
Sara Inzerrello's Personnel file  
OMB – Sue Spencer

# Resolution

Number 18-1957

Adopted Date December 18, 2018

HIRE JADE HOLLON AS AN UNIT SUPPORT WORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to hire Jade Hollon, as an Unit Support Worker II, within the Warren County Department of Job and Family Services, Human Services Division, full-time, 40 hours per week, Pay Grade 2, \$12.68 per hour, under the Warren County Job and Family Service, Human Services compensation plan, effective January 7, 2019, subject to a negative drug screen and check and a 365-day probationary period.

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

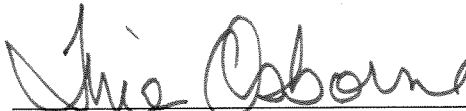
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)  
Jade Hollon's Personnel file  
OMB – Sue Spencer

# Resolution

Number 18-1958

Adopted Date December 18, 2018

APPROVE AND AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN A MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE WARREN COUNTY BOARD OF COMMISSIONERS AND THE WARREN COUNTY DISPATCH ASSOCIATION

WHEREAS, pursuant to resolution 18-1865, approved December 4, 2018, the Board has closed offices under its direction authorizing an additional four hours of holiday for non-bargaining unit employees, and the Board wishes to enter into an MOU with the Warren County Dispatch Association to offer Association employees the same additional four (4) hours holiday pay on Christmas Eve, December 24, 2018; and

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to sign a Memorandum of Understanding on behalf of the Warren County Board of Commissioners and the Warren County Dispatch Association, as attached hereto and made a part hereof.

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

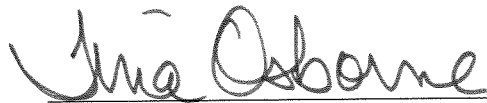
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Dispatch Association  
Emergency Services (file)  
WC Dispatch Union  
OMB- Sue Spencer

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into between Warren County Commissioners ("Employer") and the Warren County Dispatch Association ("WCDA" or "Association") pursuant to the following item:

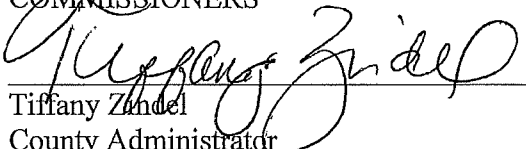
The Employer's non-bargaining unit employees observe a four (4) hour holiday on Christmas Eve. Once every six (6) to seven (7) years Christmas Eve falls on a Monday as is the case for Christmas Eve 2018. The Employer has determined for Christmas Eve 2018 it is not efficient to open the offices for four (4) hours and wishes to authorize an additional four (4) hours holiday pay for non-bargaining unit Employer employees. The Employer wishes to enter into an MOU with the Association to offer Association employees the same additional four (4) hours holiday pay on Christmas Eve, December 24, 2018.

1. Therefore Section 22.1 of the current Warren County/Warren County Dispatch Association agreement, relative to Christmas Eve, Monday December 24, 2018, shall be amended to equal to eight (8) hours holiday pay: and
2. Section 22.4 shall reflect eight (8) hours holiday pay for Christmas Eve, Monday December 24, 2018.

The Parties further agree that nothing in this MOU shall be used as the basis for establishing a past practice, and this agreement, and the provisions contained herein, shall not set any precedent for future labor disputes or negotiations or impasse proceedings between the Parties. The Parties have accepted the MOU voluntarily and without coercion.

WITNESS WHEREOF, the parties have hereunto signed by their authorize representative as of the 18<sup>th</sup> day of December, 2018.

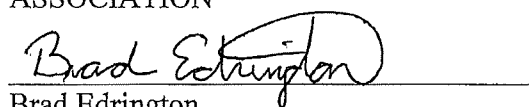
FOR THE WARREN COUNTY  
COMMISSIONERS

  
Tiffany Zindel  
County Administrator

Date

12.18.18

WARREN COUNTY DISPATCH  
ASSOCIATION

  
Brad Edrington  
WCDA President

Date

12/13/18

# Resolution

Number 18-1959

Adopted Date December 18, 2018

## SET PUBLIC HEARINGS TO CONSIDER THE ADOPTION OF WARREN COUNTY EROSION AND SEDIMENT CONTROL REGULATIONS

WHEREAS, pursuant to Resolution #06-1955 dated November 16, 2006, this Board adopted Warren County Erosion and Sediment Control Regulations; and

WHEREAS, the Warren County Soil and Water Conservation District desires to replace the existing regulations and Ohio Revised Code Section 307.37, grants this Board with the authority; and

WHEREAS, on December 13, 2018, this Board received the draft submittal of the Warren County Erosion and Sediment Control Regulations from the Warren County Soil and Water Conservation District and desires to establish public hearings necessary for the adoption of said regulations; and

NOW THEREFORE BE IT RESOLVED, to set public hearings relative to the adoption of Warren County Erosion and Sediment Control Regulations in accordance with Ohio Revised Code Section 307.37; public hearing #1 to be held January 15, 2019, at 10:45 a.m. in the Commissioners' Meeting Room and public hearing #2 to be held January 22, 2019, at 9:15 a.m. in the Commissioners' Meeting Room; and

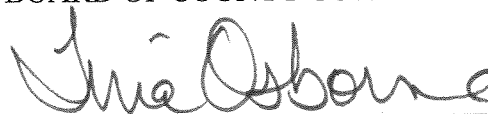
BE IT FURTHER RESOLVED, that at least 30 days prior to the first public hearing, the Soil and Water Conservation District will send a copy of the regulations and a request for written comments be sent to various elected officials, government agencies and professional groups.

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Soil and Water (file)  
Engineer (certified) (file)  
Stormwater Regulation Public Hearing file  
Cincinnati HBA (w/draft regulations)  
Dayton HBA (w/draft regulations)  
Public Hearing file

**WARREN COUNTY  
EROSION AND SEDIMENT CONTROL REGULATIONS**

Warren County, Ohio

2019

Warren County Board of Commissioners  
Tom Grossmann  
Shannon Jones  
David G. Young  
406 Justice Drive, Lebanon, Ohio

## TABLE OF CONTENTS

<b>ARTICLE I</b>	<b>TITLE, SCOPE AND JURISDICTION</b>	<b>Page</b>
Section	100 Title	3
	101 Statutory Authorization	3
	102 Purpose	3
	103 Scope	4
	104 Disclaimer of Liability	4
	105 Severability	5
	106 Effective Date	5
<b>ARTICLE II</b>	<b>DEFINITIONS</b>	
Section	200 Interpretation of Terms and Words	6
	201 Definition of Terms and Words	6
<b>ARTICLE III</b>	<b>REGULATIONS</b>	
Section	300 Requirements	9
<b>ARTICLE IV</b>	<b>ADMINISTRATION</b>	
Section	400 Administration	11
	401 Earth Disturbing Permit Application	11
	402 SWPPP & Sediment and Erosion Control Plans	11
	403 Review and Inspection Fee	12
	404 Sediment and Erosion Control Performance Bond	12
	405 Earth Disturbing Permit	14
	406 Inspection	14
	407 Maintenance Needs, Deficiencies, Violations And Enforcement	14
	408 Variances	17
	409 Appeals	17

# WARREN COUNTY EROSION AND SEDIMENT CONTROL REGULATIONS

## ARTICLE I GENERAL PROVISIONS

### SECTION 100 TITLE

These regulations, and any amendments thereto, shall be cited as the Warren County Erosion and Sediment Control Regulations and may hereinafter be referred to as "these regulations."

### SECTION 101 STATUTORY AUTHORIZATION

These regulations are promulgated in accordance with section 307.79, et. seq. of the Ohio Revised Code, whereby a board of county commissioners may adopt, amend, and rescind rules establishing technically feasible and economically reasonable standards to achieve a level of management and conservation practices that will abate wind or water erosion of the soil or abate the degradation of the waters within the state by soil sediment in conjunction with land grading, excavating, filling, or other soil disturbing activities on land used or being developed for nonagriculture commercial, industrial, residential, or other nonagriculture purposes, and establish criteria for determination of the acceptability of those management and conservation practices.

Per section 307.79 of the Ohio Revised Code, these regulations shall require persons to file applications relating to plans governing erosion control, sediment control, and water management before clearing, grading, excavating, filling, or otherwise wholly or partially disturbing one or more contiguous acres of land owned by one person or operated as one development unit for the construction of nonagriculture buildings, structures, utilities, recreational areas, or other similar nonagriculture uses.

Per section 307.79 of the Ohio Revised Code, these regulations shall not apply inside the limits of municipal corporations or the limits of townships with a limited home rule government that have adopted their own regulations governing soil erosion or water degradation from nonagriculture development, or lands being used in a strip mine as defined in section 1513.01, or surface mine operation defined in section 1514.01, of the Ohio Revised Code.

### SECTION 102 PURPOSE



The Warren County Commissioners adopts these regulations as a comprehensive rewrite of, and restates and amends the regulations dated November 16, 2006 or prior thereto.

These regulations amend and restate the Erosion and Sediment Control Regulations of Warren County, Ohio, to establish technically feasible and economically reasonable standards to achieve a level of management and conservation practices that will abate wind or water erosion of the soil or abate the degradation of the waters within the state by soil sediment in conjunction with land grading, excavating, filling, or other soil disturbing activities on land used or being developed for nonagriculture commercial, industrial, residential, or other non agriculture purposes, and establish criteria for determination of the acceptability of those management and conservation practices.

The purposes of these regulations include, without limitation, the following:

- A. Permitting development while keeping erosion and sedimentation as close to existing levels as practical.
- B. Reducing impairment of receiving streams which may be caused by erosion and sedimentation from construction and other earth disturbing activities.
- C. Encouraging innovative design which will enhance the control of erosion and sedimentation in a manner consistent with the intent of these regulations.
- D. Implementing the applicable area-wide waste treatment management plan prepared under section 208 of the "Federal Water Pollution Control Act," 86 Stat. 816 (1972), 33 U.S.C.A. 1228, as amended, and to implement phase II of the storm water program of the national pollution discharge elimination system (NPDES) established in 40 C.F.R. Part 122.

### **SECTION 103 SCOPE**

No person shall cause or allow earth-disturbing activities on a development area except in compliance with the criteria established by these regulations and those found in the Ohio Environmental Protection Agency (Ohio EPA) General Permit Authorization for Storm Water Discharges Associated with Construction Activity Under the NPDES, Permit No. OHC000005, hereafter referred to as the Construction General Permit, and all subsequent versions. These regulations shall apply to all nonagriculture earth disturbing activities covered in Part I.B. of the Construction General Permit which shall be performed on unincorporated

lands of Warren County, Ohio except those activities excluded in Section 307.79 of the Ohio Revised Code as follows:

- A. Strip mining operations regulated under Section 1513.01 of the Ohio Revised Code;
- B. Surface mining operations regulated by Section 1514.01 of the Ohio Revised Code;
- C. Public highways, transportation, and drainage improvement or maintenance project undertaken by a government agency or political subdivision in accordance with a statement of its standard sediment control policies that is approved by the board or the chief of the division of soil and water conservation in the Ohio department of agriculture.

**SECTION 104 DISCLAIMER OF LIABILITY**

Neither submission of a plan under provisions of these regulations nor compliance with provisions of these regulations shall relieve any person from responsibility for damage to any person or property otherwise imposed by law, nor impose any duty or liability upon the Warren County Board of Commissioners or their agents for damage to any person or property.

**SECTION 105 SEVERABILITY**

If any clause, section, or provision of these regulations is declared invalid or unconstitutional by a court of competent jurisdiction, validity of the remainder shall not be affected thereby.

**SECTION 106 EFFECTIVE DATE**

These regulations shall be effective on the 31st day after adoption by the Warren County Commissioners.

**ARTICLE II  
INTERPRETATION**

**SECTION 200 INTERPRETATION OF TERMS AND WORDS**

For the purpose of these regulations certain rules or word usage apply to the text as follows:

- A. Words used in the present tense include the future tense, and the singular includes the plural, unless the context clearly indicates the contrary.
- B. The term "shall" is always mandatory and not discretionary; the word "may" is permissive.
- C. Words or terms not interpreted or defined by this article or statutory law shall have their customary meanings as interpreted by Ohio common law, or if no common law exists then as found in the most recent editions of published dictionaries, so as to give these regulations its most reasonable application.

## SECTION 201 DEFINITIONS OF TERMS AND WORDS

For the purpose of these regulations certain definitions apply to the text as follows:

- A. **Active Construction Site:** A development/construction site with construction activity on a weekly basis that actively utilizes sediment and erosion control practices.
- B. **Agriculture:** Agriculture includes agricultureing; ranching; aquaculture; algaculture meaning the agricultureing of algae; apiculture and related apicultural activities, production of honey, beeswax, honeycomb, and other related products; horticulture; viticulture, winemaking, and related activities; animal husbandry, including, but not limited to, the care and raising of livestock, equine, and fur-bearing animals; poultry husbandry and the production of poultry and poultry products; dairy production; the production of field crops, tobacco, fruits, vegetables, nursery stock, ornamental shrubs, ornamental trees, flowers, sod, or mushrooms; timber; pasturage; any combination of the foregoing; the processing, drying, storage, and marketing of agricultural products when those activities are conducted in conjunction with, but are secondary to, such husbandry or production; and any additions or modifications to the foregoing made by the director of agriculture by rule adopted in accordance with Chapter 119. of the Revised Code.
- C. **Board or Board of County Commissioners or Warren County Board of County Commissioners:** Consisting of the three duly elected or appointed County Commissioners of Warren County, Ohio, a political subdivision of the State of Ohio operating under a statutory scheme of County government, that is vested with the authority to promulgate and enforce administrative rules of sediment control and water management per section 307.79, etc. of the Ohio Revised Code, referred to hereinafter as the Warren County Commissioners.

- D. **Construction General Permit:** Ohio Environmental Protection Agency's General Permit Authorization for Storm Water Discharges Associated with Construction Activity Under the National Pollution Discharge Elimination System, Ohio EPA Permit Number: OHC000005, and all subsequent versions ~~at.~~ See [https://www.epa.ohio.gov/dsw/permits/GP\\_ConstructionSiteStormWater](https://www.epa.ohio.gov/dsw/permits/GP_ConstructionSiteStormWater).
- E. **Cost of Improvements:** The total estimated cost of erosion and sediment control measures, or improvements, that have been specified in the erosion and sediment control plan and/or the SWP3. The estimated cost of improvements is provided to the Warren County Soil and Water Conservation District (Warren County SWCD) by the Developer/Owner's engineer for review and approval.
- F. **Developer/Owner:** Any individual, sub-divider, firm, association, syndicate, partnership, corporation, trust, or any other legal entity commencing proceedings under these regulations to disturb earth on a parcel of land hereunder for himself or for another.
- G. **Development/Construction Area:** Any tract, lot, parcel of land or combination of such which are part of a larger common plan of development, upon which more than one acre of earth disturbing activity is to be performed.
- H. **Earth Disturbing Activity:** Any clearing, grading, excavating, grubbing, and/or filling or other alteration of the earth's surface where natural or man-made ground cover is destroyed and which may result in or contribute to erosion and sediment pollution.
- I. **Earth Disturbing Permit:** A permit to perform earth disturbing activities provided by the Warren County SWCD once a developer/owner meets specific criteria, such as: approval of sediment and erosion control plan, approval of a storm water pollution prevention plan (SWP3), payment of a review and inspection fee, and acceptance of security agreement and performance bond.
- J. **Erosion and Sediment Control Plan:** A strategy or plan to minimize erosion and prevent off-site sedimentation by passing sediment laden runoff through a sediment control measure, which has been prepared and approved in accordance these regulations and those requirements of the Construction

General Permit. The erosion and sediment control plan is most often part of a larger set of construction drawings.

- K. **Dormant Construction Site:** A development/construction site with very limited construction activity. Sediment and erosion controls are fully installed and functioning and the site is stabilized.
- A. **Maintenance Security:** The Security, also referred to as the Maintenance Obligation, , posted by the developer/owner with the Warren County Commissioners for an amount which is to be no less than 20% of the estimated total costs of the sediment and erosion control practices, guaranteeing the maintenance of sediment and erosion control practices for a designated period of time as stated in the Security Agreement. The maintenance obligation shall be included in the same Security Agreement as the Performance Obligation (defined hereafter).
- L. **Owner:** Someone who holds the right of possession and title to a parcel or tract of land.
- M. **Performance Security:** The security, also referred to as the Performance Obligation, posted by a developer/owner with the Warren County Commissioners for the amount of the estimated cost of the sediment and erosion control practices, plus 30%, guaranteeing the completion of sediment and erosion control practices according to the plans and specifications submitted for approval. It is within the discretion of the Warren County Commissioners to determine the forms of acceptable security.
- N. **Security Agreement:** A document that provides a security interest in a specific asset or property that is pledged as collateral for the performance and maintenance of the sediment and erosion control practices. The Performance and Maintenance Security Agreement – Erosion & Sediment Control (Form E&SC-4) is available on the Warren County Commissioners' website. Except for filling in the blanks, no editing or modifying of the form is permitted.
- O. **Soil and Water Conservation District:** As organized under Chapter 940 of the Ohio Revised Code, the Soil and Water Conservation District includes either its board, or its director or employees, hereinafter referred to as the Warren County SWCD.
- P. **Storm Water Pollution Prevention Plan (SWP3):** The SWP3 is a stand-alone document required by these regulations and the Construction General Permit for all construction sites disturbing one acre or more of land. The

SWP3 describes all the construction site operator's activities to prevent stormwater contamination, control sedimentation and erosion, manage post construction storm water runoff and comply with the requirements of the Clean Water Act.

**ARTICLE III  
REGULATIONS**

**SECTION 300 REQUIREMENTS**

These regulations set forth the process for applying and obtaining an earth disturbing permit, and are not intended to state in their entirety the technical criteria which are found in the Ohio EPA Construction General Permit, and amendments thereto, but must strictly comply with such Ohio EPA Construction General Permit criteria.

No person shall cause or allow earth-disturbing activities on a development area except in compliance with the standards and criteria set forth in these regulations.

- A. When a proposed development area includes one or more acres of earth disturbing activities on land being developed for nonagriculture, commercial, industrial, residential, or other nonagriculture purposes which are within the jurisdiction of Warren County, the developer/owner of record shall obtain an earth disturbing permit from Warren County SWCD prior to the commencement of any earth disturbing activities.
- B. When a proposed development area involves less than one acre of earth disturbing activities, it is not necessary to obtain a permit; however, the developer/owner must comply with the other provisions of these regulations.
- C. All earth disturbing activities shall be subject to observation and site inspection by Warren County SWCD to determine compliance with these regulations.
- D. In accordance with these regulations, and as part of the criteria for an earth disturbing permit, the developer/owner shall:
  - a. Submit an earth disturbing permit application, as per section 401 of these regulations.
  - b. Develop and submit to Warren County SWCD a Storm Water Pollution Prevention Plan (SWP3) and an erosion and sediment control plan, as per section 402 of these regulations.
  - c. Once SWP3 approval is obtained from Warren County SWCD and Warren County Engineer's Office, developer/owner shall submit for a NOI from the EPA. The developer/owner shall then provide to Warren County SWCD a copy of the Notice of Intent (NOI)

certifying the site's coverage under the Construction General Permit.

- d. Submit a review and inspection fee as established in section 403 of these regulations.
  - e. Enter into a Security Agreement for erosion and sediment control with the Warren County Commissioners, as per section 404 of these regulations.
  - f. Submit an electronic copy of the approved preliminary plan, where applicable.
- E. The Warren County SWCD shall be notified 48 hours prior to commencement of earth disturbing activities and within 48 hours after the project is completed.
- E. All earth disturbing activity and improvements shall be constructed in conformity with approved plans. Revisions or amendments to the approved plans or SWP3 shall be timely submitted to Warren County SWCD for review and approval prior to implementation.



**ARTICLE IV  
ADMINISTRATION**

**SECTION 400 ADMINISTRATION**

Unless otherwise provided herein, the Warren County Commissioners designate the Warren County SWCD as its designee for the administration and enforcement of these regulations. The Warren County SWCD shall establish procedures for the issuance of permits, review applications, issue and/or deny permits, issue notices of violations, stop work orders, and may request the county prosecutor to seek an injunction and other appropriate relief in the court of common pleas, as necessary, to abate excessive erosion or sedimentation and secure compliance with these regulations.

The foregoing designation of authority to the Warren County SWCD shall be concurrent with and not prohibit the Warren County Commissioners, per section 307.79 (F) of the Ohio Revised Code, from determining a developer/owner is in violation of these regulations or an administrative order, and requesting the county prosecutor to seek an injunction or other appropriate relief in the court of common pleas, as necessary, to abate excessive erosion or sedimentation and secure compliance with these regulations.

**SECTION 401 EARTH DISTURBING PERMIT APPLICATION**

As part of the criteria for an earth disturbing permit, the developer/owner shall submit an earth disturbing permit application.

- A. The earth disturbing permit application is an electronic form with a link that can be found on the Warren County SWCD website at [www.warrenswcd.com](http://www.warrenswcd.com). A paper copy is available upon request.
- B. The earth disturbing permit application is a form intended to collect information for the on-site person responsible for all erosion and sediment control issues that arise during construction. This person will be contacted with reminders, deficiencies, maintenance items, problems or additions to the on-site erosion and sediment control practices and efforts during construction. If this information is unknown, please wait to fill out this form until accurate information is available. The erosion and sediment control plans and SWP3 can be submitted before this form to begin the permit process.

**SECTION 402 SWP3 & EROSION AND SEDIMENT CONTROL PLANS**

As part of the criteria for an earth disturbing permit, the developer/owner shall develop and submit a Storm Water Pollution Prevention Plan (SWP3)

and an erosion and sediment control plan to Warren County SWCD for review and approval.

- A. All submittals shall be electronic.
- B. The SWP3 and erosion and sediment control plan shall, at a minimum, meet the technical requirements set forth in Ohio EPA's Construction General Permit.
- C. The SWP3 and erosion and sediment control plan shall be certified by a professional engineer registered in the State of Ohio.
- D. The SWP3 shall be approved, or conditionally approved, by the Warren County Engineer's Office before the Warren County SWCD will issue an Earth Disturbing Permit.
- E. Approved plans shall remain valid for two (2) years from date of approval unless construction has begun and control measures have been implemented. Renewal is accomplished by the submission of another plan.

#### **SECTION 403 PLAN REVIEW AND INSPECTION FEE**

As part of the criteria for an earth disturbing permit, the developer/owner shall submit a plan review and inspection fee, as established by the Warren County Commissioners.

- A. The review and inspection fee shall be made payable to Warren County Soil and Water Conservation District.
- B. Fee schedule shall be as follows:  
Disturbed Acres:      \$125/disturbed acre

#### **SECTION 404 EROSION AND SEDIMENT CONTROL SECURITY AGREEMENT**

In order that the Warren County SWCD has assurance that the construction and installation of required erosion and sediment control practices will be completed and as part of the criteria for an earth disturbing permit, the developer/owner shall enter into an erosion and sediment control security agreement with the Warren County Commissioners.

- A. The performance security, or performance obligation, amount is determined by adding 30% onto the engineer's estimated cost of improvements. The engineer's estimate shall contain a realistic and current cost for all erosion and sediment control items shown on the SWP3 and erosion and sediment control plan, including the construction of such items. Erosion and sediment control items include, but are not limited to, perimeter controls, inlet

protection measurers, temporary and permanent stabilization, ditch control items, sediment traps, sediment basins, basin outlet devices, construction entrance, concrete washouts, streambank or hillside stabilization and other miscellaneous items.

- B. A maintenance security equaling 20% of the engineer's estimated total cost of improvements is not a separate bond that is required, but rather the amount that the performance security may be reduced. This amount will be entered in the maintenance security blank of the Security Agreement.
- C. The accepted forms of security, along with guidance on completing the Security Agreement, are detailed in a Memorandum located on the Warren County Commissioners' webpage.
- D. A complete Security Agreement (Form E&SC-4) shall accompany the selected form of security. The current version of the Security Agreement can be found on the Warren County Commissioners' webpage. No alterations to the Security Agreement may be made. All signatures on the security agreement shall be originals.
- E. Before the security is accepted, it shall be reviewed and approved by the Warren County SWCD, and thereafter reviewed and approved by the Warren County Prosecutor's Office.
- F. The security to the Warren County Commissioners shall continue for a period of time determined by Warren County SWCD from date of execution, and shall provide that the developer/owner, his heirs, successors and assigns, their agents or servants, will comply with all applicable terms, conditions, provisions and requirements of these regulations, and will faithfully perform and complete the work of constructing, installing and maintaining such facilities or improvements in accordance with applicable laws and regulations.
- G. As required sediment and control items are completed, approved, and accepted, the Warren County Commissioners may, upon a favorable written recommendation from Warren County SWCD, reduce the amount of the performance security.
- H. As the project nears completion, disturbed areas are stabilized and sediment and controls deemed unnecessary by a final inspection performed by Warren County SWCD, the developer/owner may proceed in obtaining an as-built survey of all stormwater control basins. The survey shall be submitted to the Warren County Engineer's Office and Warren County SWCD for review and approval. Once as-built drawing are approved and delivered to the Warren County SWCD, the Warren County Commissioners may, upon a favorable written recommendation from Warren County SWCD, release the performance and/or maintenance security.

- I. Whenever public improvements have not been constructed in accordance with the security agreement, and with specifications as established, the Warren County Commissioners may exercise its rights to declare a default under the security agreement and pursuit of any deficiencies.
- J. Performance security/maintenance security may be released when the following have been achieved.
  - 1. As-builts of permanent stormwater control features have been submitted to and approved by the Warren County Engineer's Office.
  - 2. A copy of OEPA Notice of Termination (NOT) has been submitted.
  - 3. The construction is complete and site is stable.

#### **SECTION 405 EARTH DISTURBING PERMIT**

- A. An earth disturbing permit shall be obtained before any earth disturbing activity is begun except for soil borings, test pits, and other analysis efforts. Earth disturbing activities include clearing, grading, excavating, grubbing, and/or filling or other alteration of the earth's surface where natural or man-made ground cover is destroyed and which may result in or contribute to erosion and sediment pollution.
- B. Earth Disturbing Permits shall remain valid for two years from date of approval unless construction has begun and control measures have been implemented. Renewal is accomplished by resubmission of all necessary requirements found in Section 300 (D).

#### **SECTION 406 INSPECTION**

Warren County SWCD may inspect developments and development areas to determine compliance with these regulations.

- A. Warren County SWCD may perform monthly, or more frequent, inspections on all active construction sites within the county and quarterly inspections on those sites that have been determined to be dormant.
- B. Individual lots as part of a larger development may be subject to review and inspection.
- C. Warren County SWCD, upon identification of the owner or person in charge, may enter any land upon obtaining agreement with the owner, tenant, or manager of the land in order to determine whether there is compliance with these regulations. If the Warren County SWCD is unable to obtain such an agreement, it may apply for, and a judge of the court of common pleas for the county where the land is located may issue, an appropriate inspection warrant as necessary to achieve the purposes of this chapter.

## **SECTION 407 MAINTENANCE NEEDS, DEFICIENCIES, VIOLATIONS AND ENFORCEMENT**

All temporary erosion and sediment control practices shall be installed according to the timeline set forth in the approved SWP3 and on the erosion and sediment control plans. These practices shall be maintained and repaired as needed to assure continued performance of their intended function. The developer/owner shall be responsible for such maintenance and repairs until the final inspection and bond release by the Warren County SWCD.

- A. If it is found that an developer/owner failed to obtain any federal, state, or local permit necessary for erosion and sediment control, earth movement, clearing, or cut and fill activity on a development area of one acre or larger, the Warren County SWCD, as authorized representative of the Warren County Commissioners, may issue an immediate stop work order.
- B. Upon inspection by the Warren County SWCD, if a deficiency or lack of installation of an erosion and sediment control practice is found, the Warren County SWCD will communicate the need to the developer/owner, develop a timeline for compliance, and will afford the developer/owner an opportunity to bring the project back into compliance before moving the deficiency to a violation.
- C. Over the course of construction and through deterioration by use and weather, erosion and sediment control practices often need maintenance, repair or re-installation. This is a common occurrence, but one that should not be ignored by the developer/owner. The developer /owner shall inspect all sediment and erosion control practices at a frequency set forth in the latest Construction General Permit and maintain, repair or reinstall as necessary. Upon inspection by Warren County SWCD, if maintenance , repair or re-installation is needed, Warren County SWCD will communicate these needs to the owner/developer and develop a timeline for compliance, and will afford the developer/owner opportunity and time for compliance before the non-compliance becomes a violation.
- D. If the developer/owner is unresponsive or if the owner/developer does not comply with Warren County SWCD's requests or timeline to remediate the maintenance needs, deficiencies or lack of installed practices, the Warren County SWCD can upgrade the maintenance need, deficiency or lack of installation to a violation.
- E. Notice of violation process per O.R.C. 307.79 as follows:
  - 1. If the Warren County SWCD determines that a violation of these regulations exists, the Warren County SWCD may issue an immediate stop work order if the violator failed to obtain any federal, state, or local permit necessary for sediment and erosion control, earth movement,

clearing, or cut and fill activity. In addition, if the Warren County SWCD determines such a violation exists, regardless of whether or not the violator has obtained the proper permits, Warren County SWCD may authorize the issuance of a notice of violation. If, after a period of not less than thirty days has elapsed following the issuance of the notice of violation, the violation continues, the Warren County SWCD shall issue a second notice of violation. Except as provided in division (3) of this section, if, after a period of not less than fifteen days has elapsed following the issuance of the second notice of violation, the violation continues, Warren County SWCD may issue a stop work order after first obtaining the written approval of the prosecuting attorney of the county if, in the opinion of the prosecuting attorney, the violation is egregious.

Once a stop work order is issued, the Warren County SWCD shall request, in writing, the county prosecuting attorney to seek an injunction or other appropriate relief in the court of common pleas to abate excessive erosion or sedimentation and secure compliance with these regulations. If the prosecuting attorney seeks an injunction or other appropriate relief, then, in granting relief, the court of common pleas may order the construction of sediment control improvements or implementation of other control measures, and may assess a civil fine of not less than one hundred or more than five hundred dollars for civil contempt by failing to comply with the court's order. Each day of violation shall be considered a separate violation subject to a civil fine. Once an injunction or other appropriate relief is issued, an expedited motion may be filed by the prosecuting attorney for future violations by the developer/owner requesting the Court to order the developer/owner to appear and show cause why the developer/owner should not be held in further contempt of the injunction or other appropriate relief ordered by the court.

2. The person to whom a stop work order is issued under this section may appeal the order to the court of common pleas of the county in which it was issued, seeking any equitable or other appropriate relief from that order.
  3. No stop work order shall be issued under this section against any public highway, transportation, or drainage improvement or maintenance project undertaken by a government agency or political subdivision in accordance with a statement of its standard sediment control policies that is approved by the board or the chief of the division of soil and water resources in the department of agriculture.
- F. No person shall violate these regulations. Notwithstanding division (E) of this section, if the Warren County Commissioners determine that a violation of these regulations or administrative order issued relating thereto, the Warren County Commissioners may request, in writing, the prosecuting attorney of the county to seek an injunction or other

appropriate relief in the court of common pleas to abate excessive erosion or sedimentation and secure compliance with these regulations or an administrative order. In granting relief, the court of common pleas may order the construction of sediment control improvements or implementation of other control measures and may assess a civil fine of not less than one hundred or more than five hundred dollars for civil contempt by failing to comply with the court's order. Each day of violation shall be considered a separate violation subject to a civil fine. Once an injunction or other appropriate relief is issued, an expedited motion may be filed by the prosecuting attorney for future violations by the developer/owner requesting the Court to order the developer/owner to appear and show cause why the developer/owner should not be held in further contempt of the injunction or other appropriate relief ordered by the court.

#### **SECTION 408 APPEALS**

- A. Any person aggrieved by any stop work order, requirement, determination, or any other action or inaction by the Warren County SWCD in relation to these regulations may appeal to the court of common pleas.
- B. Such an appeal shall be made in conformity with Chapters 2505 and 2506 of the Ohio Revised Code. Written notice of appeal shall be served on the clerk of the Warren County Commissioners and the Warren County SWCD.
- C. Appeals shall be filed within thirty days of the decision of the Director or the employee(s) of the Warren County SWCD.

# Resolution

Number 18-1960

Adopted Date December 18, 2018

AUTHORIZE CMR'S AWARD OF GEOTECHNICAL SERVICES AND EXECUTION OF ADDENDUM 2 TO THE CONSTRUCTION MANAGER AT RISK SERVICES CONTRACT WITH GRANGER CONSTRUCTION COMPANY FOR THE NEW JAIL AND SHERIFF'S ADMINISTRATION OFFICE PROJECT ("PROJECT")

WHEREAS, under the terms of the Construction Manager at Risk Agreement between this Board of County Commissioners (the "Board") and Granger Construction Co., Inc. (the "CMR") for the Project, the CMR is responsible for geotechnical services and the parties contemplated that the compensation for such geotechnical services would be added to the CMR's Preconstruction Fee via addendum when a subcontract for such services was awarded; and

WHEREAS, the CMR solicited 3 proposals for the geotechnical services from prequalified subcontractors and pursuant to the attached Letter of Recommendation, recommends that the subcontract for the geotechnical engineering services be awarded to Infrastructure & Development Engineering, Inc. ("IDE") in the amount of \$26,990; and

WHEREAS, the Board wishes to authorize the award of the geotechnical services subcontract to IDE and to authorize the execution of Addendum No. 2 to the CMR's Agreement to add \$26,990 for such geotechnical services to the CMR's Preconstruction Fee; and


NOW THEREFORE BE RESOLVED, to authorize the CMR to award the geotechnical services subcontract to Infrastructure & Development Engineering, Inc. and to authorize the Warren County Administrator and/or Deputy Administrator to execute Addendum No. 2 to the Construction Manager at Risk Agreement with Granger Construction Company in substantially the same form attached hereto, to add \$26,990 to the Preconstruction Fee for such geotechnical services.

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Granger Construction Co.  
Sheriff (file)

Project file  
M. Russell



**ADDENDUM NO. 2 TO  
CONSTRUCTION MANAGER AT RISK AGREEMENT**

Pursuant to the Construction Manager at Risk Agreement effective May 24, 2018 ("Agreement") between the Board of County Commissioners of Warren County, Ohio ("Owner") and Granger Construction Co., Inc. ("Construction Manager") (collectively, "the Parties") for the construction of the project known as the New Jail and Sheriff's Administration Office Project ("Project"), the Parties hereby amend the Agreement as set forth below.

- 1) Notwithstanding any other provision in the Agreement to the contrary, this Addendum is part of the Agreement.
- 2) The Construction Manager is responsible for geotechnical services under the terms of the Agreement and the Parties contemplated that the compensation for such geotechnical services would be added to the Agreement via addendum. The Construction Manager will award the subcontract for the geotechnical engineering services to Infrastructure & Development Engineering, Inc. (IDE) and the Construction Manager's Preconstruction Fee, set forth in paragraph 4.1.2 of the Agreement, is hereby modified to add \$26,990 for such geotechnical engineering services.
- 3) In the event of any inconsistency, the provisions of this Addendum shall control over any exhibit or attachment hereto.
- 4) Except as stated herein, this Addendum shall not alter any part of the Agreement between the Owner and Construction Manager for the Project. This Addendum may be executed in any number of original counterparts, all of which evidence one agreement and only one of which needs to be produced for any purpose.

This Addendum is entered into effective as of the day and year executed by Owner as set forth below:

Board of County Commissioners,  
Warren County, Ohio

By: Martin Russell

Printed: Martin Russell

Title: Deputy Administrator

Date: 12/18/18

Granger Construction Company

By: JASON WEEHLE

Printed: JASON WEEHLE

Title: DIRECTOR

Date: 12/14/18

Approved As to Form:  
Col M Li

**CERTIFICATE OF FUNDS**  
(ORC Section 5705.41)

The undersigned, Fiscal Officer of Warren County, Ohio, hereby certifies that the moneys required to meet the obligations of the County during the current fiscal year, under the attached Agreement for the services indicated herein have been lawfully appropriated for those purposes and are in the appropriate account of the County, or in the process of collection to the credit of the appropriate account or fund, free from any previous encumbrances.

DATED: \_\_\_\_\_

Warren County

By:  \_\_\_\_\_  
Fiscal Officer

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 18-1961

Adopted Date December 18, 2018

APPROVE AND ENTER INTO ADOPTION ASSISTANCE AGREEMENTS WITH [REDACTED] ON BEHALF OF OHIO DEPARTMENT OF JOB AND FAMILY SERVICES CHILDREN SERVICES DIVISION


BE IT RESOLVED, to approve and enter into Adoption Assistance Agreements with [REDACTED] on behalf of Ohio Department of Job & Family Services Children Services Division. Copy of agreements attached hereto and made a part hereof.

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc:

[REDACTED]  
Children Services (file)

# Resolution

Number 18-1962

Adopted Date December 18, 2018

ACCEPT THE 2019 EXCESS WORKERS COMPENSATION INSURANCE PROPOSAL THROUGH ARCH INSURANCE FOR STOP LOSS COVERAGE RELATIVE TO THE WARREN COUNTY SELF-INSURED WORKERS' COMPENSATION PROGRAM EFFECTIVE JANUARY 1, 2019

WHEREAS, effective January 1, 2019, it is the desire of the Board to maintain stop loss coverage with Arch Insurance for the self-insured workers' compensation program; and

WHEREAS, such proposal indicates a retention limit of \$750,000 per accident and with basis of premium for such coverage at .1401 per \$100 of payroll, unchanged from current; and

NOW THEREFORE BE IT RESOLVED, to accept the proposal of coverage presented by World Risk Management relative to Stop Loss coverage through Arch Insurance effective January 1, 2019, proposal attached hereto and made a part hereof.

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: Adam Balls, World Risk  
Benefits File  
T Whitaker, OMB

# 2019 EXCESS WORKERS COMPENSATION INSURANCE PROPOSAL

---

## **WORLD** Risk Management

---

A BALLATOR COMPANY

## WARREN COUNTY COMMISSIONERS



► **PRESENTED BY:**

**ADAM D. BALLS**  
CIC, CLCS, CRM, CSRM  
Vice President

**DEBBIE YOUNG**  
Client Service Manager

## ***Who We Are***

The WRM ownership/management brings over 100 combined years of insurance industry intellectual capital to our clients dedicated to Commercial/Non-Profit and Public Entity Risk Management and insurance solutions.

Knowing that broad insurance resources and strong market relationships are essential, along with industry expertise and experience, WRM tactically sought out well-respected industry talent, with solid reputations and stellar track records to join our leadership ranks.

WRM is a member of Ballator Insurance Group, formerly Accretive Insurance Services. Ballator provides insurance program development, pool creation and underwriting, pool administration services and insurance placement to both the Public Entity and Non-Profit sectors.

WRM employs a highly professional staff that has a proven record of identifying and satisfying client's needs. WRM's team commitment is reflected in a combined risk management knowledge and experience.

## ***What We Do***

We bring fresh and innovative ideas into the insurance industry. WRM uses our ability of being a "Boutique Broker" to take advantage of the ever changing insurance market opportunities. WRM has the expertise that most small private agents and brokers do not have, and the large publicly traded brokers cannot take advantage of due to their size and corporate structure.

WRM offers clients a thorough and meticulous insurance need analysis, plus delivers competitive cutting edge products and services from nationally recognized insurance carriers based on realistic and reasonable fee and/or commissions. WRM's dedicated Management/Service Team is recognized throughout the industry for their commitment to providing clients with prompt responses and solutions.

## ***Our Reputation***

WRM's management team has an industry wide reputation for professionalism, quality service, knowledge, and client involvement on a daily basis at all levels, plus a genuine commitment to protect and shield employees and property of public entity groups and other businesses. WRM believes in its ability to lead in the field of risk management and loss management and provide innovative solutions.

## ***Our Corporate Partners***

World Risk Management along with its partner companies' mission is to maintain success through commitment, honest and timely communication, vision innovation and customer satisfaction.

**Ballator Insurance Group:**  
World Risk Management, LLC  
First Florida Insurance Brokers  
Non Profit Insurance Services

World Risk Management LLC Disclaimer / Confidentiality Statement: The information and concepts provided throughout this document are not intended to express any legal opinion as to the nature of coverage. They are intended to provide a basic understanding of coverages but do not alter any policy conditions. Always refer to your policy(s) for specific coverages, limitations, and restrictions. Any information and concepts outlined are solely for your internal evaluation. No other use or distribution of these documents is permitted or authorized. All WRM documents are subject to our record retention policy.

# PREMIUM SUMMARY

COVERAGE	2016/2017 ARCH PROPOSAL PREMIUM	2017/2018 ARCH PROPOSAL PREMIUM	2018/2019 ARCH PROPOSAL PREMIUM	2018/2019 ARCH PROPOSAL PREMIUM
<b>Excess Workers Compensation</b>				
Self-Insured Retention				
➤ Your Retained Limit - Each Accident:	\$750,000	\$750,000	\$750,000	\$750,000
➤ Your Retained Limit – Disease, Each Employee	\$750,000	\$750,000	\$750,000	\$750,000
Rate per \$100 Payroll	\$0.1364	\$0.1334	.1401	.1401
Total Payroll	\$61,937,847	\$52,796,174	\$62,573,252	\$65,621,300
Excess Workers Comp Limit	Statutory	Statutory	Statutory	Statutory
Employers Liability	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
<b>Deposit Premium</b>	<b>\$79,900</b>	<b>\$70,430</b>	<b>*\$87,665</b>	<b>\$91,936</b>
	<b>\$79,900</b>	<b>\$70,430</b>	<b>\$87,665</b>	<b>\$91,936</b>

**\*2 Year Rate Commitment**

World Risk Management LLC Disclaimer / Confidentiality Statement: The information and concepts provided throughout this document are not intended to express any legal opinion as to the nature of coverage. They are intended to provide a basic understanding of coverages but do not alter any policy conditions. Always refer to your policy(s) for specific coverages, limitations, and restrictions. Any information and concepts outlined are solely for your internal evaluation. No other use or distribution of these documents is permitted or authorized. All WRM documents are subject to our record retention policy.

# WORKERS COMPENSATION INSURANCE

**NAMED INSURED:** Warren County Commissioners

**POLICY TERM:** 1/1/2019 to 1/1/2020

Coverage Description	Limit
Worker's Compensation	Statutory
Employer's Liability	See Premium Summary for Options
Retention	See Premium Summary for Options

STATE	CODE	CLASSIFICATION	ESTIMATED PAYROLL
OH	9430	County Employees: All Employees & Clerical, Clerical Telecommuter, Salespersons, Drivers	\$65,621,300

**COVERAGE TERMS:**

- Premium is subject to audit adjustment
- 2 year Rate Commitment

**EXTENSIONS OF COVERAGE:**

- Voluntary Compensation Endorsement – Premium Delineation

**COVERAGE EXCLUSIONS:**

- Employer's Liability
- All other exclusions as per policy form and endorsements

World Risk Management LLC Disclaimer / Confidentiality Statement: The information and concepts provided throughout this document are not intended to express any legal opinion as to the nature of coverage. They are intended to provide a basic understanding of coverages but do not alter any policy conditions. Always refer to your policy(s) for specific coverages, limitations, and restrictions. Any information and concepts outlined are solely for your internal evaluation. No other use or distribution of these documents is permitted or authorized. All WRM documents are subject to our record retention policy.



# SERVICE TEAM DIRECTORY

---

## **VICE PRESIDENT**

*Available for any coverage consultation  
or to discuss any concerns*

**Adam Balls**

**(407) 445-2414 Phone**

**(513) 939-9142 Mobile**

**E-mail: [adam.balls@wrmlc.com](mailto:adam.balls@wrmlc.com)**

## **CLIENT SERVICE MANAGER**

*Responsible for any service to your account -  
billing, vehicle changes, certificates, etc*

**Debbie Young**

**(407) 445-2414 Phone**

**(407) 445-2868 Fax**

**E-mail: [debbie\\_young@wrmlc.com](mailto:debbie_young@wrmlc.com)**

World Risk Management, LLC Disclaimer / Confidentiality Statement: The information and concepts provided throughout this document are not intended to express any legal opinion as to the nature of coverage. They are intended to provide a basic understanding of coverages but do not alter any policy conditions. Always refer to your policy(s) for specific coverages, limitations, and restrictions. Any information and concepts outlined are solely for your internal evaluation. No other use or distribution of these documents is permitted or authorized. All WRM documents are subject to our record retention policy. Regardless of your choice for premium payment terms, WRM will not be responsible for the cancellation (and consequences thereof) of your insurance policy(s) due to late payment or non-payment of premium.

# CARRIER OVERVIEW

All placements subject to the Foreign Account Tax Compliance Act have been confirmed as compliant. As applicable, the W-8BEN-E and W-8IMY form will be furnished upon request.

The Best Guide is the guidebook the insurance industry uses to determine the financial stability of an insurance company.

A copy of the Best Guide's report on the insurance companies quoted is available for your review.

While we strive to be certain that your insurance is placed with reputable, highly rated insurance companies, we have no way of guaranteeing the financial accuracy of the Best's Guide or the financial stability of any insurance company.

For these reasons, we recommend that you take into account the financial stability of all the insurance companies prior to making your selection as to who will write your insurance.

COMPANY PROPOSED	BEST'S ASSIGNED RATING	ADMITTED CARRIER	SURPLUS LINES CARRIER
ARCH	A+ XV	✓	

ALPHABETICAL LISTING	NUMERICAL LISTING
A+, A++ Superior	Ranges from 1 to 15
A, A- = Excellent	1 = Smallest Category
B+, B++ = Very Good	15 = Largest Category
B, B- = Good	
C+, C++ = Fair	
C = Marginal	

World Risk Management LLC Disclaimer / Confidentiality Statement: The information and concepts provided throughout this document are not intended to express any legal opinion as to the nature of coverage. They are intended to provide a basic understanding of coverages but do not alter any policy conditions. Always refer to your policy(s) for specific coverages, limitations, and restrictions. Any information and concepts outlined are solely for your internal evaluation. No other use or distribution of these documents is permitted or authorized. All WRM documents are subject to our record retention policy.

# Resolution

Number 18-1963

Adopted Date December 18, 2018

DECLARE VARIOUS ITEMS WITHIN FACILITIES MANAGEMENT, SHERIFF'S OFFICE, TREASURER'S OFFICE, AND WATER & SEWER - WATER, AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS

BE IT RESOLVED, to authorize disposal of various items from Facilities Management, Sheriff's Office, Treasurer's Office, Water & Sewer - Water in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 18<sup>th</sup> day of December 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

430 South East Street  
513-695-1463

GovDeals #

FAC18070

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Facilities Management

Date:

Dec 7, 2018

070

### COMPUTER WORKSTATIONS AND COMPONENTS



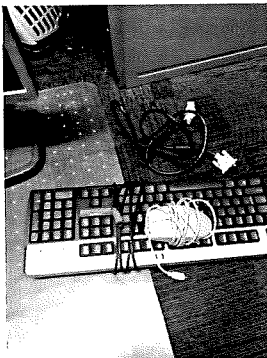
Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	HP	xw4200	UNK	workstation base unit. hard drive removed.
1	HP	xw4200	UNK	workstation base unit. hard drive removed.
1	COMPAQ	-	UNK	workstation base unit. hard drive removed.
1	HP	PL766	UNK	17 inch LCD color monitor
1	HP	9109	UNK	keyboard
1	COMPAQ	M-S34-6MD	UNK	mouse

Additional Comments

four Dyson shafts tubes, four Dyson vacuum heads and three Dyson DC44 animal cordless body and rechargeable Li-Ion battery, no chargers



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Sam Roberts

Title: Associate Architect

Phone Number 513-695-3125

Location of Item: 430 Justice Drive, 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 #

FAC18071

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Facilities Management

Date:

Dec 10, 2018

071

### OFFICE STORAGE CABINETS AND SHELVES



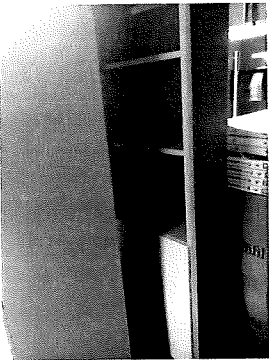
Select Item Type

Lot of Multiple Items

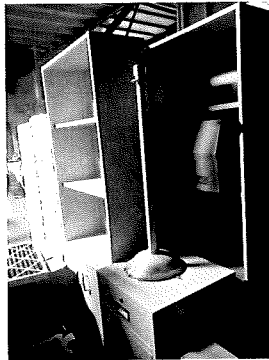
Qty	Brand	Model	Working Condition Y/N	Description
3	UNK	UNK	Y	STORAGE CLOSET CABINET
5	UNK	UNK	Y	STORAGE CABINET W/ OPEN SHELVES AND BASE CABINET

Additional Comments

They were removed during renovation of office space in Common Pleas Court.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Sam Roberts

Title: Associate Architect

Phone Number (513) 695-1079

Location of Item: 430 Justice Drive, Lebanon, Ohio 45036-( warehouse )

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 #

FAC18072

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Facilities Management

Date:

Dec 4, 2018

072

### Three Push Mowers



Select Item Type

Single Item

Category

Mowing Equipment

Brand

BRIGGS & STRATTON

Model #

11A-B0BL729

Serial #

1K096K91221

Date Removed From Service

11/1/18

Did Item Work When Removed?

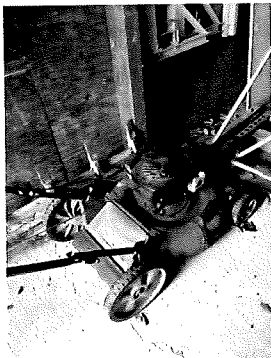
Yes

No

Unknown

Additional Comments

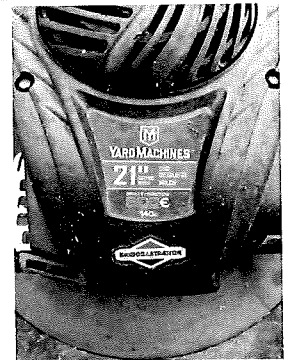
YARD MACHINES, 21" CUTTING WIDTH WITH SIDE DISCHARGE MULCH. BRIGGS & STRATTON 500 E SERIES. 140cc



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Sam Roberts

Title: Associate Architect

Phone Number 513-256-1079

Location of Item: 430 Justice Drive, Lebanon, Ohio 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 #

FAC18073

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Facilities Management

Date:

Dec 12, 2018

073

### Lot of Vacuums and Restroom Supplies



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
2		-	UNK	wall mounted paper towel dispensers.
1	Hoover	-	N	carpet steam vac turbo power 5200, 12amp motor
5	box	-	Y	various soap and hand sanitizer dispensers. There are new and used dispensers.
1	box	-	UNK	miscellaneous box of soap dispenser parts and bug spray
1	Niisk-Advan	-	N	Back Vacuum HEPA.

Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Sam Roberts

Title: Associate Architect

Phone Number 513-965-3125

Location of Item: 430 Justice Drive Lebanon, Ohio 45036 (mark area & 3rd floor Admin storage)

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 #

SHF18114

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Sheriff

Date:

Dec 11, 2018

114

Cabinet, Desk w/Cabinet, Counter, File Cabinet Dry Erase Board



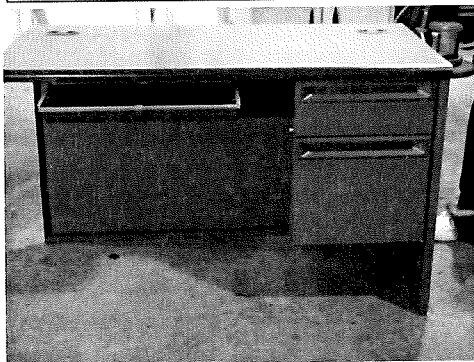
Select Item Type

Lot of Multiple Items

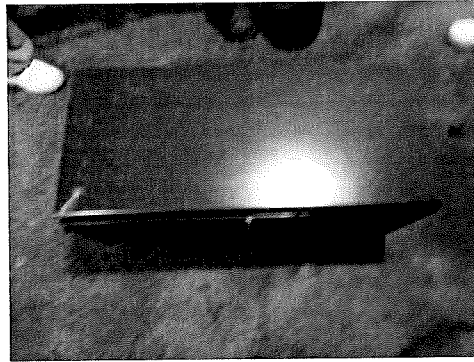
Qty	Brand	Model	Working Condition Y/N	Description
1			Y	Gray short 2 door Cabinet
1			Y	Desk with wall mount Cabinet/Overhead
1			Y	Counter/Desktop
1			Y	2 Drawer File Cabinet
1			Y	Dry Erase Board

Additional Comments

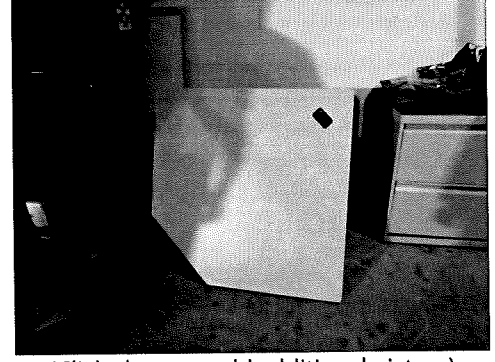
Gray short 2 door cabinet, Desk with wall mount overhead/cabinet, Counter/desktop, 2 Drawer file cabinet, Dry Erase Board. Unknown working conditions on all items. Please bring help and proper transportation for moving all items.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nicki Bishop

Title: WCSO - Fiscal

Phone Number X1285

Location of Item: WC Jail

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 # TRE18021

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Treasurer

Date:

Dec 10, 2018

021

### 3 MONROE ADDING MACHINES

Select Item Type

Lot of Multiple Items



Qty	Brand	Model	Working Condition Y/N	Description
3	MONROE		Y	ADDING MACHINES

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: DEBBIE PARSON

Title: LEGAL ASSISTANT

Phone Number 513-695-2381

Location of Item: TREASURER'S OFFICE

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 #

TRE18022

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Treasurer

Date:

Dec 10, 2018

022

1 PICTURE WITH BRASS FRAME #1



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service

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: DEBBIE PARSON

Title: LEGAL ASSISTANT

Phone Number 5136952381

Location of Item: TREASURER'S OFFICE

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 #

TRE18023

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Treasurer

Date:

023

1 PICTURE WITH BRASS FRAME



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service

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: DEBBIE PARSON

Title: LEGAL ASSISTANT

Phone Number 5136952381

Location of Item: TREASURER'S OFFICE

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

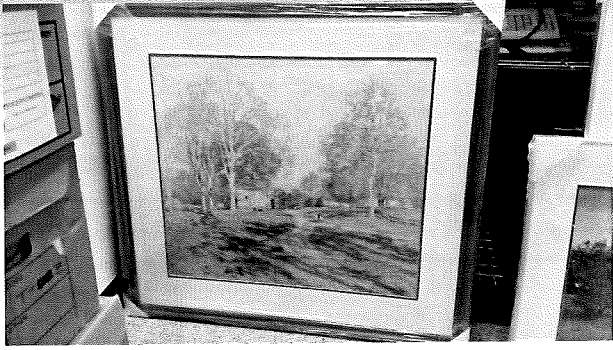
GovDeals # TRE18024

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Treasurer \_\_\_\_\_ Date: Dec 10, 2018 024

1 PICTURE WITH WOOD FRAME #3



Select Item Type: Single Item  
Category: Office Equipment/Supplies Brand: \_\_\_\_\_  
Model #: \_\_\_\_\_ Serial #: \_\_\_\_\_  
Date Removed From Service: \_\_\_\_\_ 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: DEBBIE PARSON Title: LEGAL ASSISTANT Phone Number 513-695-2381

Location of Item: TREASURER'S OFFICE

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 # TRE18025

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Treasurer

Date:

Dec 10, 2018

025

2 HP Screens

Select Item Type

Lot of Multiple Items



Qty	Brand	Model	Working Condition Y/N	Description
2	HP		Y	2 HP Screens

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Debbie Parson

Title: Legal Assistant

Phone Number 513-695-2381

Location of Item: Treasurer's Office

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 # WAT18007

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Water & Sewer - Water

Date: 12/07/18

007

### 2006 Ford F-250



Select Item Type

Vehicle

Vin # 1FTSX21556ED10117

Title restriction?  
 Yes  No

Odometer Reading 137683

Accurate?  
 Yes  No  Unknown

Year 2006

Make

FORD

Model F-250

Does it Start?  
 Yes  No  With Boost

Does it run?  
 Yes  No

Color White

Exterior Condition?  
 Good  Minor Dents, Dings  
Scratches or rust

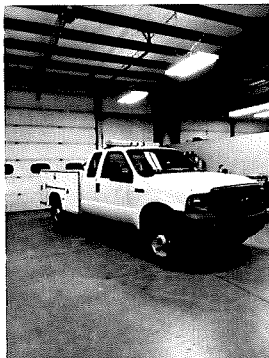
Sever dents, Dings  
Scratches or Rust

Interior  
 Cloth  Leather  Other

Interior Condition?  
 Good  Fair  Poor

Additional Comments

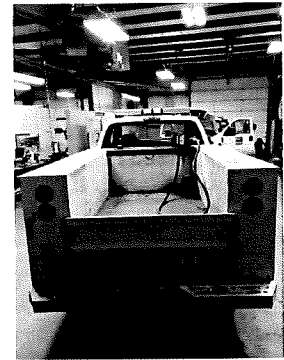
2006 FORD F-250. 5.4L V8 AUTOMATIC TRANSMISSION. 4WD. GREY INTERIOR. DELTA 100 GALLON FUEL TANK IN BED INCLUDED. ALSO HAS A KNAPHEIDE UTILITY BODY. ALSO COMES WITH LIGHTBAR AND CONTROLS. VEHICLE HAS CHECK ENGINE LIGHT ON FOR A P0430 CODE. TRUCK IS BEING REMOVED FROM SERVICE DUE TO HIGH MILEAGE, RUST, AND JUST OVERALL CONDITION.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Amy Hensley

Title: Admin. Asst.

Phone Number 513 695 2307

Location of Item: WARREN COUNTY GARAGE. 1433 WEST MAIN STREET LEBANON OHIO 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.*

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 18-1964

Adopted Date December 18, 2018

ENTER INTO CONTRACT WITH APPLE PLUMBING, INC. FUNDED THROUGH THE PROGRAM INCOME - HOME REPAIR PROGRAM

WHEREAS, the Office of Grants Administration has solicited quotes from four (4) contractors, with two (2) responses, for the installation of a lateral water line and hook up, with a low bid from Apple Plumbing, Inc., for a total bid price of \$6,425.00; and

WHEREAS, the contractor has submitted all required certifications and documentation; and

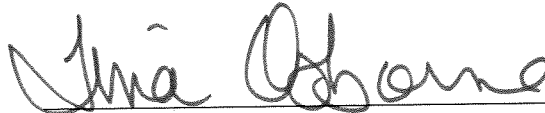
NOW THEREFORE BE IT RESOLVED, to enter into contract with Apple Plumbing, Inc., 141 North Street, Waynesville, Ohio 45068, for the installation of a lateral water line and hook up at 5719 N. Waynesville Rd, Oregonia, Ohio 45054, for a total contract price of \$6,425.00, as attached hereto and made a part hereof.

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

vsp/

cc: c/a—Apple Plumbing, Inc.  
Apple Plumbing, Inc.  
OGA (file)

## CONTRACT

**THIS AGREEMENT**, made this 10<sup>th</sup> day of December, 2018, by and between the **Warren County Board of Commissioners**, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and Apple Plumbing, Inc. , doing business as a corporation, hereinafter called "Contractor".

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

### **“Lateral Water Line Project at 5719 N. Waynesville Road”**

hereinafter called the “Project”, for the sum of **Six Thousand Four Hundred Twenty Five Dollars and no/100 (\$6,425.00)** and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and at his (it’s or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the specifications and Contract Documents. "Contract Documents" means and includes the following:

- I. Bidder Identifications
- II. Invitation to Bid
- III. Instructions to Bidders
- IV. Technical Specifications
- V. Proposal Forms
  - Affidavit of Non-Delinquency of Personal Property Taxes
  - Non-collusion Affidavit
  - Bid for Unit Price Contract
- VI. Contract Forms
  - Contract
  - Performance Bond
  - Notice of Award and Acceptance
  - Notice to Proceed and Acceptance
  - Change Order

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and to fully complete the project within thirty (30) days from the date of the “Notice to Proceed”. The Contractor further agrees to pay, as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter until such time as work is completed.

Upon completion of said project, the CONTRACTOR shall submit all required paperwork/reports as stated in bid specifications and contractor’s affidavit to the OWNER. Upon approval by the Warren County Office of Grants Administration, the Warren County Building Inspector, and the Warren County Health Department, the OWNER shall make payment to the CONTRACTOR.



This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

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

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

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

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

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

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

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

ATTEST:

Kiana Hawk  
Printed Name

WARREN COUNTY COMMISSIONERS

Tom Grossmann  
Tom Grossmann, President

ATTEST:

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

CONTRACTOR - Apple Plumbing, Inc.  
X Andre Roeder  
Andre Roeder, President

APPROVED AS TO FORM:

Keith Anderson  
Keith Anderson  
Assistant County Prosecutor

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 18-1965

Adopted Date December 18, 2018

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO AN ON-THE-JOB-TRAINING AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to approve and authorize the President of the Board to enter into an On-the-Job-Training Agreement with the following companies; as attached hereto and made part hereof:


Open Arms Health Systems  
868 Freeway Drive N  
Columbus, OH 43229

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—OhioMeansJobs  
OhioMeansJobs (file)



Butler County  
Clermont County  
Warren County  
A proud partner of the  
American Job Center network

# OJT Employer Agreement Form

Where Talent Meets Opportunity

This On-the-Job Training (OJT) Agreement is between **Open Arms Systems (EMPLOYER)** and **OhioMeansJobs | Warren County (OMJ|BCW) Area 12**. Funding is made available for the sole purpose of providing On-the-Job Training (OJT) funds to EMPLOYER who is hiring one or more workers certified by the OMJ | BCW WIOA AREA 12 and referred to the EMPLOYER. It is hereby mutually understood and agreed that the administration and professional implementation of all Workforce Innovation and Opportunity Act Programs is the responsibility of OMJ | BCW WIOA AREA 12. As such, the implementation personnel of the EMPLOYER shall perform the required services of this Agreement at the direction and instruction of the U.S. Department of Labor, State of Ohio and the W.I.O.A. Program Administrator of OMJ | BCW WIOA AREA 12. Payments are subject to receipt of funds from the State of Ohio.

This agreement is effective on 12.18.18 and shall remain in effect through June 30<sup>th</sup>, 2019 or earlier when all Training Plans initiated through are completed.

The EMPLOYER will be paid a percentage (up to 50%) of each Trainee's regular wages as specified in the individual's training plan during the Training Period, up to \$8000. The Local Workforce Agency must approve all Trainees and Training Plans prior to the beginning of the Training Period. Payments may be requested on the day Training is completed (25%) and when the Retention Period is completed (25%). If the employee quits or leaves employment for reasons completely beyond the control of the employer, the employer may be eligible for the individual's qualifying wages. Payments must be requested within 30 calendar days after the end of the Training or Retention Period, using the OJT Invoice Form specified by the Local Workforce Area. Late invoice submission may void payment rights.

OJT Requirements that follow are included by reference. The OJT Employer Checklist and any Training Plans are also included in this agreement by reference. This agreement may be modified, in writing, at any time upon written agreement of both parties.

Material deviations from this agreement, Training Plans or OJT Requirements may void the right to reimbursement or require repayment by the EMPLOYER of funds previously received from OMJ | BCWWIOA AREA 12.

The EMPLOYER and OMJ | BCWWIOA AREA 12 agree to all the terms in this OJT agreement by signing below.

**FOR THE EMPLOYER:**

Company Name: Open Arms Health Systems  
Address: 868 Freeway Drive N, Columbus OH 43229

**FOR OMJ | BCW WIOA AREA 12 :**

Name: Warren County Board of Commissioners on behalf of OhioMeansJobs | Warren County  
Address: 300 East Silver St. Lebanon, OH 45036  
Main Phone No. 513-695-1130  
Fax: 513-695-2985

Chris Allison 12.15.18  
Authorized Signature Date

[Signature] 12.18.18  
Authorized Signature Date

Chris Allison, CEO  
Printed Name and Title

Tom Grossmann, President  
Printed Name and Title

adm\_chris@oahio.com  
Contact Person and E-mail Address

\_\_\_\_\_  
Contact Person and E-mail Address

[Signature]  
Bob V. Anderson  
Asst. Prosecuting Attorney

**OhioMeansJobs | Warren County**



OJT Requirements

KEY PAYMENT DEFINITIONS

Training Completion: Training is complete when the Training Period is over and/or the Trainee meets the Employer's standard for each "skill to be learned" as shown in the Training Plan. OMJ | BCWWIOA AREA 12 staff will help with training design.

Trainee Regular Wages: These are the amounts earned by the Trainee for work performed during the training period. Wages include regular "straight time" for actual hours worked with no overtime premium, holiday pay or fringe benefits included. The maximum OJT is \$8,000 per trainee or up to 50% of the trainee's regular wages during the training period.

Contact your OMJ | BCWWIOA AREA 12 representative within 30 days if a Trainee quits or is fired.

APPLICABLE LAWS AND RULES

1. The EMPLOYER shall comply with all applicable Federal, State, and local laws, rules and regulations, including but not limited to the Fair Labor Standards Act, as amended, which deal with or are related to employment of persons who perform work or are trained under this Agreement.
2. Training positions covered by this OJT agreement have not been created by relocating the business and displacing former employees within the last four (4) months.
3. The Employer has not been debarred, suspended, declared ineligible or voluntarily excluded from Federal contracting.
4. No Trainee shall be illegally discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship, or solely because they are participating in W.I.O.A. under this Agreement.
5. This OJT will not result in the displacement of employed workers nor impair existing contracts for services nor result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.
6. If the Employer has not established a grievance procedure regarding the terms and conditions of employment, the grievance procedure of OMJ | BCWWIOA AREA 12 will be utilized. The Employer shall inform Trainees of the grievance procedure to be followed.
7. OMJ | BCWWIOA AREA 12 in writing prior to the sale, closure or transfer of its business. Failure to notify shall void the right to payment under this OJT agreement.
8. The EMPLOYER assures that no former employee is in layoff in the same or similar position as the position for which this OJT Agreement is being written and approved.
9. No currently employed worker shall be displaced by any trainee. This includes partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
10. No funds may be used to assist in relocating the EMPLOYER'S company or parts thereof from one area to another, especially if said location results in a loss of employment at the original location.
11. EMPLOYER assures compliance with all applicable business licensing, taxation and insurance requirements.
12. EMPLOYER assures that trainees are being trained for jobs that are necessary for current and future operation and the trainees are expected to continue permanent employment upon successful completion of this OJT Agreement.
13. EMPLOYER agrees to adhere to the rules and regulations of the Workforce Innovation and Opportunity Act and as amended.
14. EMPLOYER agrees to hold harmless OMJ | BCWWIOA AREA 12 for ineligible costs and insures that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by ineligible costs as determined by a fiscal audit. Moreover, the EMPLOYER agrees to indemnify and hold harmless OMJ | BCWWIOA AREA 12 and insure that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by virtue of any act or failure to act by which the EMPLOYER shall be responsible.
15. Funds may not be redistributed hereunder without approval of OMJ | BCWWIOA AREA 12 and amendment to the Agreement.
16. Employer shall not use any part of the funds received pursuant to this agreement to employ persons to whom employer is related by consanguinity or marriage.



17. The EMPLOYER shall agree to attempt to resolve disputes arising from this Agreement through Workforce Innovation and Opportunity Area administrative process and negotiations in lieu of litigation. The EMPLOYER ensures performance during disputes.
18. Both parties to this Agreement ensure that no funds under this Agreement shall be used for lobbying activities. The EMPLOYER certifies compliance with the executive agency lobbying restrictions contained in Ohio Revised Code 121.60 to 121.69 and 31 USC 1352.
19. Both parties to this Agreement ensure that their officers, employees and agents will not solicit or accept gratuities, favors or anything of monetary value as a result of the Agreement. Neither will any trainee be charged a fee for the referral or placement of said trainee under this Agreement.
20. The EMPLOYER shall ensure that no activities, work or training under this Agreement are in conflict with the terms and conditions of a collective bargaining agreement or contract for services, The EMPLOYER further ensures that nothing under this Agreement shall impair any aspect of an existing collective bargaining agreement, except that no person funded by W.I.O.A. which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the EMPLOYER and the affected labor organization.
21. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

## TRAINEES

1. Only those persons determined eligible by OMJ | BCWWIOA AREA 12 will be trained under this OJT agreement.
2. Trainees must be authorized to work in the United States and all trainees who are required to register with the Selective Service System have done so in compliance with the Military Selective Service Act.
3. No OJT Trainee may assist, promote or deter union organizing or engage in political activities during work hours.
4. OJT Trainees shall not be employed in the construction, operation or maintenance of any facility which is used for religious instruction or worship.
5. No OJT Trainee will be required or permitted to work or train in buildings or surroundings under working conditions which are unsanitary, hazardous or dangerous to the Trainee's health or safety.
6. No OJT Trainees may be members of the immediate family of the EMPLOYER or its Officers.

## TRAINEE WAGES AND BENEFITS

1. Hourly wages paid to a Trainee shall not be less than the hourly wage specified in the Training Plan.
2. Appropriate worker's compensation insurance protection will be provided to all Trainees by the EMPLOYER.
3. Each Trainee shall be provided pay, benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. Compensation must be no less than the highest of Federal, or State minimum wage. The maximum OJT reimbursement per trainee is \$8,000 or up to 50% of the trainee's regular wages during the training period.
4. All trainees hired through this OJT Agreement are considered employees of the EMPLOYER as of the date of hire and are entitled to all rights and benefits normally provided to employees of the EMPLOYER.
5. The EMPLOYER shall assure that appropriate standards for health and safety in work and training situations are maintained.
6. The EMPLOYER accepts full responsibility for prompt payment of all applicable unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other employer taxes and payroll deductions required for all employees.

## RECORDS



1. The EMPLOYER shall retain all records pertaining to this program for a period of six (6) years. These records include but are not limited to financial, statistical, property, and participant records and supporting documentation. Additionally, records for nonexpendable property shall be retained for whichever period is longer, six (6) or three (3) years after final disposition of the property. The aforementioned records will be retained beyond the six (6) year period if any litigation is begun, and audit has not been completed or if a claim is instituted involving the contractual agreement covered by these records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The six (6) year retention period for individual participant records will begin upon the date the participant is terminated from W.I.O.A.
2. The Employer agrees that authorized representatives of OMJ | BCWWIOA AREA 12 shall be given reasonable access to facilities and records.
3. At any time during normal business hours and as often as OMJ | BCWWIOA AREA 12, State of Ohio, U.S. Department of Labor (DOL) and/or Comptroller General of the United States may deem necessary, there shall be made available to OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller General for examination of all its records with respect to all matters covered by this Agreement and will permit OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller to audit, examine and make excerpts of invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement.
4. The Employer will report OJT hires and terminations to OMJ | BCWWIOA AREA 12.

#### AGREEMENT TERMINATION

1. The performance of work under this Agreement may be terminated by OMJ | BCWWIOA AREA 12 or the Employer for good cause or convenience.
2. Agreement termination shall be defined as the cancellations of Federal or State assistance, in whole or in part, under a contract or agreement at any time prior to the date of completion.
3. Termination shall be by one of the following methods:

##### A.) Termination for cause:

OMJ | BCWWIOA AREA 12 may terminate any contract or agreement in whole, or in part, and any payment pertaining thereto, at any time before the date of completion whenever it is determined that the EMPLOYER has failed to comply with the conditions of this Agreement. OMJ | BCWWIOA AREA 12 shall promptly notify the EMPLOYER in writing of the determinations and the reasons for their termination, together with the effective date.

##### B.) Termination for convenience:

OMJ | BCWWIOA AREA 12 or EMPLOYER may terminate the Agreement in whole, or in part, without cause upon thirty (30) days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the persons signing this Agreement. The EMPLOYER shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. OMJ | BCWWIOA AREA 12 shall allow full credit to EMPLOYER for the Federal share of the noncancellable obligations, properly incurred EMPLOYER prior to termination.

4. In the event of termination of this Agreement, the EMPLOYER shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the Agreement. Notwithstanding the above, the EMPLOYER shall not be relieved of liability to OMJ | BCWWIOA AREA 12 for damages sustained by OMJ | BCWWIOA AREA 12 as a result of the breach of the Agreement, including without limitation EMPLOYER'S duty to reimburse all sums improperly paid hereunder by OMJ | BCWWIOA AREA 12 to the EMPLOYER.
5. In the event of any modification, termination or other amendment to the Workforce Innovation and Opportunity Act, either by the act of Congress or administratively by the President of the United States, OMJ | BCWWIOA AREA 12 reserves the right to terminate or otherwise modify the Agreement at its option, notwithstanding any other provision of the Agreement.

#### MODIFICATION

1. The EMPLOYER and OMJ | BCWWIOA AREA 12 may, from time to time, require changes to the scope of services to be provided hereunder that are of substantive nature. Such changes, including any increase or decrease in the amount of the Employer's compensation, that are mutually agreed upon between OMJ | BCWWIOA AREA 12 and the EMPLOYER, shall be incorporated by written amendment to this Agreement.

# Resolution

Number 18-1966

Adopted Date December 18, 2018

AUTHORIZE WARREN COUNTY BOARD OF COMMISSIONERS TO ACKNOWLEDGE THE ENTERPRISE UPDATE STATEMENT WITH MICROSOFT ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Microsoft requires a Universal Enterprise Update statement be submitted by Warren County Telecommunications confirming there has been no increase in the License requirements and that it is understood that it is the responsibility of the entity to ensure all licenses are installed according to the Enterprise Agreement and referenced enrollment; and

NOW THEREFORE BE IT RESOLVED, to authorize the Warren County Commissioners to acknowledge the Enterprise Update Statement with Microsoft on behalf of Warren County Telecommunications; as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Microsoft  
Telecom (file)



# Enterprise Update Statement

**Enterprise Agreement Number** 01E73274  
**Enrollment Number** 54506818  
**Company Name** Warren County Telecommunications

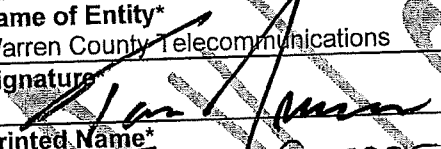
In accordance with the terms of entity's Enterprise Agreement and Enrollment, a true-up order must be submitted for each Enrollment's anniversary (including at Enrollment expiration and prior to any renewal) to account for License quantity increases for:

- a. Qualified Desktops/Devices or Qualified Users
- b. Online Services (where permitted)
- c. Previously ordered Additional Products
- d. Products included in the Server and Cloud Enrollment or Enrollment for Core Infrastructure
- e. Products included in the Enrollment for Application Platform. Products selected with the three year true-up option must place the true-up order only upon enrollment expiration and prior to renewal.

If entity has ordered any additional quantities since its last Enrollment anniversary, this annual true-up order is still required. Entity must submit an Enterprise Update Statement for each anniversary when there has been no increase in required License quantities as described above.

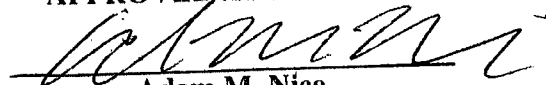
- In checking this box, entity confirms that under the above referenced Enrollment, there has been no increase in the number of required Licenses not already ordered in a prior placed True Up Orders. Entity understands that it is the responsibility of the entity to ensure that all licenses installed are used according to the Enterprise Agreement and Enrollment referenced above.

Select applicable year for this Update statement: 1

Customer/Government Partner (as applicable)	
Name of Entity*	Warren County Telecommunications
Signature*	
Printed Name*	Tom Grossmann
Printed Title*	President
Signature Date*	12.18.18

\* indicates required fields

APPROVED AS TO FORM



Adam M. Nice  
Asst. Prosecuting Attorney

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 18-1967

Adopted Date December 18, 2018

ENTER INTO AGREEMENT WITH NEW HORIZONS COMPUTER LEARNING CENTER  
ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, New Horizons Computer Learning Center requires an agreement to purchase training; and

NOW THEREFORE BE IT RESOLVED, to enter into an agreement with New Horizons Computer Learning Center on behalf of Warren County Telecommunications; as attached hereto and a part hereof.

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

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

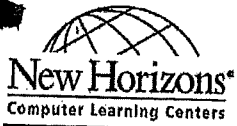
Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—New Horizons Computer Learning Center  
Telecom (file)



# Price Quote

**PLEASE NOTE THAT OUR REMIT TO ADDRESS HAS CHANGED**

Client Information		New Horizons Information	
Client Name:	Warren County Telecom	Account Manager:	Ken Bryant
Address:	500 Justice Dr.	Phone:	
Suite:		Email Agreement To:	Ken.bryant@nhclc.com
City, State & Zip:	Lebanon, OH 45036	Pricing Expiration:	11/30/2018
Contact Name:	Gary Estes	Payment Remit Address: New Horizons CLC PO BOX 679083 DALLAS, TX 75267-9083	
Phone:			
Email:	Gary.Estes@wcoh.net		

Learning and Development Solutions					
Quantity	Solution	Location	Student	Duration/Term	Investment
1	New Horizons Learning Credit Pool (Balance \$10,000)	n/a	n/a	24 months	\$5,000.00
<b>Total</b>					\$5,000.00

**Comments**

**APPROVED AS TO FORM**

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

**Terms**

This order agreement is between New Horizons Computer Learning Centers and the Client listed above. The Client authorizes New Horizons to invoice for the above items and agrees to pay upon receipt. This agreement confirms that the signer has read and agrees to comply with the Enrollment Policies Information located [here](#) and is authorized to sign for Client. All discounts are voided if any portion of this agreement is cancelled. Client agrees that all terms of this agreement are listed within and no other commitments verbal or written are valid. Client understands that applicable sales tax will be added to the invoice, where applicable, in accordance with State Law.

**Method of Payment**

Credit Card Payment, you will receive an email with a link to pay via credit card.

Due Upon Receipt Invoice (Attach Purchase Order if Applicable)

Authorized Signature	Printed Name	Title	Date Signed
	Tom Grossmann	President	12.18.18



# State of Ohio Procurement



## Current Contract Detail

**Contract Title:** Computer Hardware, Software, and IT Services

Computer Hardware, Software, and IT Services

**General Information:**

<b>Contract Type:</b>	State Term Schedule	<b>Supplier:</b>	New Horizons Computer Learning Center
<b>Contract Status:</b>	Awarded	<b>Supplier OAKS Contract ID:</b>	534404
<b>Commodity Category:</b>	Computers, Software, Supplies & Services	<b>Comments/Terms:</b>	<a href="#">Current Contract Price List</a>
<b>Schedule Number:</b>	534404	<b>Expiration Date:</b>	12/10/2018
<b>Index Number:</b>	STS-033		

**Associated Programs:** [Request for Proposals](#)

**Amendment/Addenda:**  [Open Solicitation](#) Yes

**Terms and Conditions:** [View TERMS & CONDITIONS](#)

**Title Page:** [View TITLE PAGE](#)

### Quick Links

- [Current Contract Search](#)
- [Bid Opportunities Search](#)
- [IT Refresh and Permit](#)
- [Telecommunication Contracts](#)
- [IT Enterprise Services Portal](#)
- [► MBE & EDGE Opportunities](#)
- [► State Contract Opportunities](#)
- [State Printing and Mail Services](#)
- [Agency Request to Purchase](#)
- [Procurement Related Web Links](#)

### Services

- [Agency Procurement Tools](#)
- [MBE & EDGE Agency Tool Kit](#)
- [MBE & EDGE Suppliers Tool Kit](#)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 18-1968

Adopted Date December 18, 2018

AUTHORIZE PRESIDENT OF BOARD TO SIGN THE TASK COMPLETION REPORTS 77, 87, 109 AND 110 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 77, 87, 109 and 110; and

NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the TriTech Software Systems Task Completion Reports 77, 87, 109 and 110, as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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



# Warren County Sales Order 6395 Task Completion Report 77

Effective Date: 05/04/2018

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:** Delivery of Mobile Geo Verificaiton CAD version 5.8.10

**Document:** Inform CAD, Mobile and Browser 5.8.10 Release Notes

Change Order 3733 dated 02.23.17 signed 04.18.17 by Tom Grossmann with Warren Co.

This was released as core functionality to Inform CAD and Inform Mobile with no custom product modifications specific to Warren Co. Client environment upgraded 4.23.18.

This task and deliverable is considered 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:

Date: 02.18.18

TriTech Project Manager Print Name: Jameson Gartner

Signature:

Date: 05/04/2018



# Warren County Sales Order 6395 Task Completion Report 87

Effective Date: 05/29/2018

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:** FDD - Custom CAD-to-External System Publisher

Client has had an opportunity to review the above document and the documented functionality is consistent with the requested functionality by the client. An OSD will be provided to client if the interface is purchased through a Change Order.

This document is considered delivered.

**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:	Date: 12.18.18
TriTech Project Manager	Print Name: Jameson Gartner	
	Signature:	Date: 05/29/2018

13NOV 4 01F



# Warren County Sales Order 6395 Task Completion Report 109

Effective Date: 11/13/2018

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:** Mobile Train the Trainer

**Document(s):** Agenda Mobile Train the Trainer and WarrenCo\_CADMobile\_RMSFBR\_Jail\_SOW v4

**Resource(s):** Chuck Alexander

This class was delivered on November 13, 2018 at TeleCom. Per the Sales Order the class is described as Mobile Train-The-Trainer (Per Class- 1-day up to 8 students).

This class is considered delivered and the task is 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: <u>Tom Grossmann</u>	
	Signature: <u>[Signature]</u>	Date: <u>12.18.18</u>
TriTech Project Manager	Print Name: <u>Jameson Gartner</u>	
	Signature: <u>[Signature]</u>	Date: <u>11/13/2018</u>





# Warren County Sales Order 6395 Task Completion Report 110

**Effective Date:** 11/15/2018

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:** CAD and Mobile review 2 days

**Document(s):** No formal agenda provided by client.

**Resource(s):** Chuck Alexander

The client provided the below topics of discussion prior to the on-site visit. Any additional topics were client driven. Client confirms the below items were covered in detail and clarification was provided.

Items for CAD:

1. Is there a way to limit the Radios available to be assigned to an incident
2. Search for Capability Command (RPC) Doesn't search temp capabilities added on Mobile or command line.
3. Fix Tab Order and Underline Fields on ECT
4. Cloning a call created both police and fire call even if one is already created
5. Use Sharing tool to share all units. (We will then go back and "un share" those we need to)
6. Entering "shared" portable radios options.
7. Discuss CIM for CAD

Items for Mobile:

1. Personnel Search not returning officers who have logged in as a Crew Member
2. Is there a way add the lat/long to the incident screen? – Still unable to get this to come over
3. Is there an option to set the comments column width on the incident screen? – Unable to find settings
4. We are noticing an issue on the Unit's Queue where some units are showing up with their Employee ID and some with their names. We would like this to be consistent but I cannot find anywhere this can be adjusted or why its showing up both. – Haven't been able to locate a fix for this yet.

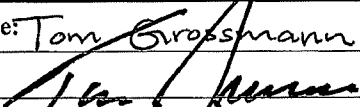
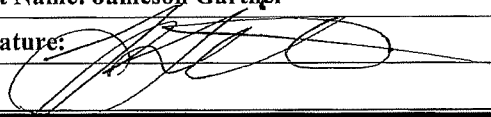
5. Are we allowed to add new queries to list builder or would doing so cause issues? I.E. I created a new query to pull all capabilities (vs the current capabilities list is just items mark for "mobile enabled") and to add that to a new XML list to use for a form.
6. Pending/active call screen default column widths seem to work only some of the time. – David is doing more testing on this. I just don't want it to get lost.
7. Add attachments from Mobile. Is this possible?
8. Can we add and remove Cross Staffing from Mobile?
9. How to show more Prior Incidents in the query
10. Can users send messages to officers not in their Jurisdiction?
11. Geo-Validation on night mode

This was additional time provided to client after Mobile Train the Trainer to optimize on site 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: <u>Tom Grossmann</u>	
	Signature: <u></u>	Date: <u>12.18.18</u>
TriTech Project Manager	Print Name: <u>Jameson Gartner</u>	
	Signature: <u></u>	Date: <u>11/15/2018</u>

# Resolution

Number 18-1969

Adopted Date December 18, 2018

APPROVE AND ENTER INTO A SOFTWARE MAINTENANCE AGREEMENT WITH  
UNITRONIX DATA SYSTEMS, INC. FOR THE ABACUS MAINTENANCE ON BEHALF  
OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

BE IT RESOLVED, to approve and enter into a software maintenance agreement with Unitronix  
Data Systems, Inc. for 02/27/19 – 02/26/20 utilized by the Department of Human Services; said  
agreement attached hereto and made a part hereof

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Unitronix Data Systems, Inc.  
Human Services (file)

# LICENSE MAINTENANCE AGREEMENT

Agreement dated February 27, 2019 between Unitronix Data Systems, Inc., (hereinafter called "UDS") a New Jersey Corporation, with an office in Raritan, New Jersey 08869 and Warren County Department of Human Services (hereinafter called "customer") an Ohio Agency, having a principal place of business at 416 South East Street, Lebanon, Ohio 45036.

By its acceptance hereof, UDS agrees to provide service and maintenance for the software listed in Schedule A below, and any supplements to Schedule A so identified and signed by both parties (said software being hereinafter called "the software"), at the location(s) specified below. Either party reserves the right to terminate this agreement at any time with 30 days notice to the other party for any reason or no reason.

## SCHEDULE A

<u>LICENSE</u>	<u>QTY</u>	<u>DESCRIPTION</u>
ABACUS®	[1]	SERVER LICENSE
USER	[1]	USER LICENSE

### I. SOFTWARE MAINTENANCE INCLUDES:

- A. Shipping charges for mailing media from UDS to customer.
- B. Support of existing programs written by UDS.
- C. Answers to questions and problems that may occur on a daily basis.
- D. Telephone charges from UDS to customer.
- E. License to use software

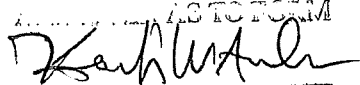
### II. SOFTWARE MAINTENANCE DOES NOT INCLUDE:

- A. Shipping charges for mailing media from customer to UDS.
- B. Writing new programs that are not on the current system, operating system upgrades or file conversions.
- C. Loss of data or operating systems due to hardware malfunction or operator negligence such as, but not limited to; copying diskettes incorrectly, reformatting drives, viruses, failure/incorrectly backing up files, Acts of God, etc.
- D. Telephone charges from customer to UDS.

Commencement Date : 02/27/2019 through 02/26/2020

Yearly Charge : \$2,651.15

Location : 416 South East Street, Lebanon, Ohio 45036

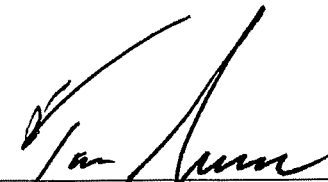
AS TO FORM  
  
E. W. Anderson  
Asst. Prosecuting Attorney

In witness whereof, the parties hereto have caused this agreement to be executed by their authorized representative as of the day and year first above written.

UNITRONIX DATA SYSTEMS, INC.

WARREN COUNTY DEPARTMENT OF  
HUMAN SERVICES

By: Richard A. Bittle 11/27/18  
Name: Richard A. Bittle Date  
Title: Secretary

  
By: Tom Grossmann 12.10.18  
Name: Tom Grossmann Date  
Title: President

# LICENSE MAINTENANCE AGREEMENT

Agreement dated February 27, 2019 between Unitronix Data Systems, Inc., (hereinafter called "UDS") a New Jersey Corporation, with an office in Raritan, New Jersey 08869 and Warren County Department of Human Services (hereinafter called "customer") an Ohio Agency, having a principal place of business at 416 South East Street, Lebanon, Ohio 45036.

By its acceptance hereof, UDS agrees to provide service and maintenance for the software listed in Schedule A below, and any supplements to Schedule A so identified and signed by both parties (said software being hereinafter called "the software"), at the location(s) specified below. Either party reserves the right to terminate this agreement at any time with 30 days notice to the other party for any reason or no reason.

## SCHEDULE A

<u>LICENSE</u>	<u>QTY</u>	<u>DESCRIPTION</u>
ABACUS®	[1]	SERVER LICENSE
USER	[1]	USER LICENSE

### I. SOFTWARE MAINTENANCE INCLUDES:

- A. Shipping charges for mailing media from UDS to customer.
- B. Support of existing programs written by UDS.
- C. Answers to questions and problems that may occur on a daily basis.
- D. Telephone charges from UDS to customer.
- E. License to use software

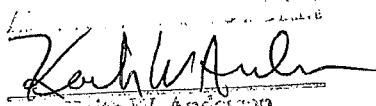
### II. SOFTWARE MAINTENANCE DOES NOT INCLUDE:

- A. Shipping charges for mailing media from customer to UDS.
- B. Writing new programs that are not on the current system, operating system upgrades or file conversions.
- C. Loss of data or operating systems due to hardware malfunction or operator negligence such as, but not limited to; copying diskettes incorrectly, reformatting drives, viruses, failure/incorrectly backing up files, Acts of God, etc.
- D. Telephone charges from customer to UDS.

Commencement Date : 02/27/2019 through 02/26/2020

Yearly Charge : \$2,651.15

Location : 416 South East Street, Lebanon, Ohio 45036

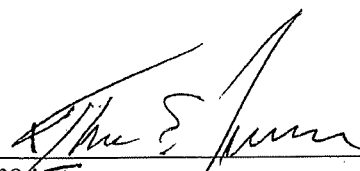
  
Nicola W. Anderson  
Asst. Prosecuting Attorney

In witness whereof, the parties hereto have caused this agreement to be executed by their authorized representative as of the day and year first above written.

UNITRONIX DATA SYSTEMS, INC.

WARREN COUNTY DEPARTMENT OF  
HUMAN SERVICES

By: Richard A. Bittle 11/27/18  
Name : Richard A. Bittle Date  
Title: Secretary

By:   
Name: Tom Grossmann Date 12.18.18  
Title: President

**CERTIFICATION IN COMPLIANCE WITH SECTION 3517.13  
OF THE OHIO REVISED CODE**

I, Joan L. Bubien, the undersigned below, as an individual or as a

representative of Unitronix Data Systems, Inc. for a contract for ABACUS Maintenance

(Name of Entity)

(Type of Product or Service)

which was awarded by the County of Warren, make the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further state that I, the undersigned below, have the authority to make the following representation on behalf of myself or of the business entity:

1. That none of the following has **individually** made within the two previous calendar years and that, if awarded a contract for the purchase of goods or services in excess of \$500, none of the following **individually** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an **individual**, one or more campaign contributions totaling in excess of \$1,000, to any member of the Warren County Board of Commissioners or their individual campaign committees:

- a. Myself;
- b. Any partner or owner or shareholder of the partnership (if applicable);
- c. Any owner of more than 20% of the corporation or business trust (if applicable);
- d. Each spouse of any person identified in (a) through (c) of this section;
- e. Each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).

2. That none of the following have **collectively** made since January 1, 2007, and that, if awarded a contract for the purchase of goods or services in excess of \$500, none of the following **collectively** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess \$2,000, to any member of the Warren County Board of Commissioners or their individual campaign committees:

- a. Myself;
- b. Any partner or owner or shareholder of the partnership (if applicable);
- c. Any owner of more than 20% of the corporation or business trust (if applicable);
- d. Each spouse of any person identified in (a) through (c) of this section;
- e. Each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section.

Signature:  Date: 11/27/18

Title: Systems Coordinator

# Resolution

Number 18-1970

Adopted Date December 18, 2018

APPROVE EMERGENCY REPAIR TO THE SANITARY SEWER MAIN LOCATED ALONG POPPY DR IN DEERFIELD TOWNSHIP

WHEREAS, the Sewer Department personnel discovered a slide in the creek has exposed sanitary main; and

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

WHEREAS, a repair is needed to repair hillside and re-support sanitary pipe; and

NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. 26526 with Earth & Pipe Contracting Inc., in the amount \$5,500 for sewer main stabilization and hillside repair.

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

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


Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jmb

cc: Auditor   
Water/Sewer (file)

# Resolution

Number 18-1971

Adopted Date December 18, 2018

DECLARE AN EMERGENCY AND WAIVE COMPETITIVE BIDDING FOR THE REPAIR OF THE METAL DETECTOR AT COUNTY COURT

WHEREAS, it was brought to the attention of Facilities Management that the metal detector at County Court was not functioning properly; and

WHEREAS, the metal detector is necessary for the safety and security of the County Court building and its tenants; and

NOW THEREFORE BE IT RESOLVED, to authorize the immediate repair of the metal detector at the County Court Building; and

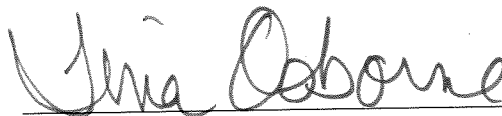
BE IT FURTHER RESOLVED, to approve purchase order #25421 to Hamco Xray Inc. in the amount of \$6,000.00 for said repair.

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Facilities Management (file)



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 18-1972

Adopted Date December 18, 2018

## ACKNOWLEDGE APPROVAL OF FINANCIAL TRANSACTION

WHEREAS, pursuant to Resolutions #10-0948 and #16-1936, this Board authorized approval of necessary financial documents in their absence by the County Administrator, Deputy County Administrator, or Clerk of Commissioners; and

WHEREAS, it is necessary to approve a supplemental appropriation in order to make a timely payment; and

NOW THEREFORE BE IT RESOLVED, to acknowledge approval of financial transactions as attached hereto and made a part hereof.

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

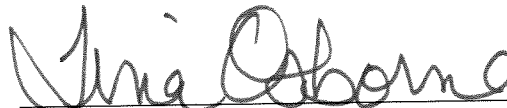
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor   
Supplemental Appropriation file  
OMB (file)

APPROVE SUPPLEMENTAL APPROPRIATION INTO WORKERS COMP SELF  
INSURANCE FUND #636

BE IT RESOLVED, to approve the following supplemental appropriation:

\$50,200.00 into #636-0110-400 (Commissioners – purchased services)

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

M  
M  
M

Resolution adopted this day of December 2018.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor \_\_\_\_\_  
Supplemental Appropriation file  
OMB (file)

*Tina Osborne*  
to be ratified 12-18-18

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 18-1973

Adopted Date December 18, 2018

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills as submitted on #12/13/2018 001, #12/13/2018 002, #12/13/2018 003, #12/13/2018 004, #12/13/2018 005, #12/13/2018 006, #12/18/2018 001, #12/18/2018 002, #12/18/2018 003, #12/18/2018 004, #12/18/2018 005, #12/18/2018 006, #12/18/2018 007, #12/18/2018 008, #12/18/2018 009, #12/18/2018 010, #12/18/2018 011, and #12/18/2018 012; said batches are attached hereto and made a part hereof.

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

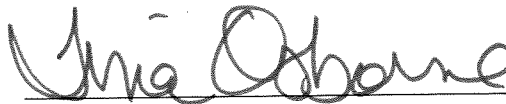
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

kh

cc: Auditor 

# Resolution

Number 18-1974

Adopted Date December 18, 2018

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

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


Veterans	\$ 271.29
	\$1127.05
Board of Elections	\$2,099.31
WCBDD	\$1,059.50

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


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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Veterans (file)  
Board of Elections (file)  
Developmental Disabilities (file)  
OMB

# THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 12/11/18

From: WC Veterans

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

A purchase order was not completed for this procurement because: blanket po ran out before all expenses were covered

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5210	855	\$ 271.29

VENDOR NAME Digistitch

DESCRIPTION OF SERVICES clothing

DATE OF OBLIGATION 11/1/18

## THEN & NOW CERTIFICATION

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

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

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

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 3,991.00 DATE 11/1/18

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 3,991.00 DATE 12/12/18

FUND BALANCE NOW \$ 43,803,431.36

CERTIFIED BY: Matt Nolan  2018 DEC 11 PM 4:59

MATT NOLAN, WARREN COUNTY AUDITOR

# THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 12/13/2018

From: Board of Elections

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

A purchase order was not completed for this procurement because: unexpected state required mailing  
(will be reimbursed by state)

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		1300	210	\$ 2099.31

VENDOR NAME Triad

DESCRIPTION OF SERVICES mailing state notice

DATE OF OBLIGATION 12/12/2018

RECEIVED  
2018 DEC 13 PM 1:44  
MATT NOLAN  
WARREN COUNTY AUDITOR  
LEBANON, OHIO

## THEN & NOW CERTIFICATION

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

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

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

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 69,145.32 DATE 12/12/18

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 79,671.37 DATE 12/14/18

FUND BALANCE NOW \$ 43,078,176.25

CERTIFIED BY: Matt Nolan

**MATT NOLAN, WARREN COUNTY AUDITOR**

# THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 12/11/18

From: WCBDD

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

A purchase order was not completed for this procurement because: ordered

more shirts than expected

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
205		67105	910	\$ 1059.50

VENDOR NAME Avid Signs Plus

DESCRIPTION OF SERVICES printed shirts for "Voices of Warren County" Choir

DATE OF OBLIGATION 11/28/18

## THEN & NOW CERTIFICATION

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

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

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

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 7,828.41 DATE 11/28/18

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 5,366.41 DATE 12/14/18

FUND BALANCE NOW \$ 43,011,021.02

CERTIFIED BY: Matt Nolan

MATT NOLAN, WARREN COUNTY AUDITOR

# Resolution

Number 18-1975

Adopted Date December 18, 2018

## APPROVE VARIOUS REFUNDS

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

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

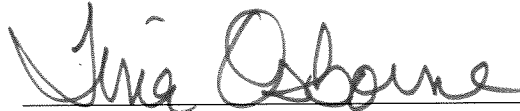
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea


Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc:

Auditor   
Refunds file



# Resolution

Number 18-1976

Adopted Date December 18, 2018

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH M/I HOMES OF CINCINNATI, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN HUDSON HILLS, SECTION 3, BLOCK "C", 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	:	18-021 (W/S)
Development	:	Hudson Hills, Section 3, Block "C",
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$15,667.10
Surety Company	:	Capitol Indemnity Corporation (60128159)

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS

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

cgb

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

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

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

Bond #60128159 18-021 (W/S)

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

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Hudson Hills  
Subdivision, Section/Phase 3, Block C (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 \$156,671.00,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
Zero (\$0); and,

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

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

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within One (1) years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$15,667.10 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

M/I Homes of Cincinnati, LLC

---

9349 Waterstone Blvd., Suite 100

---

Cincinnati, OH 45249

---

Ph. (513) 248 - 5400

---

D. To the Surety:

Capitol Indemnity Corporation

P O Box 5900

Madison, WI 53705

Ph. (800 ) 475 -4450

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

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

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

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

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

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

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

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

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

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

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

**DEVELOPER:**

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

SIGNATURE: M. Gargrave

PRINTED NAME: Maria Gargrave

TITLE: VP & Assistant General Counsel

DATE: 11/15/18

**SURETY:**

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

SIGNATURE: Denise Nelson

PRINTED NAME: Denise Nelson

TITLE: Attorney-In-Fact

DATE: November 15, 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 18-1976, dated 12.18.18.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

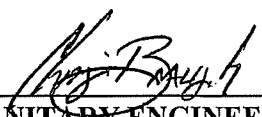
SIGNATURE: 

PRINTED NAME: Tom Grassmann

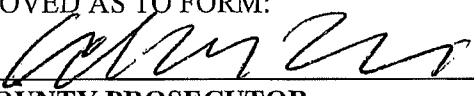
TITLE: President

DATE: 12.18.18

RECOMMENDED BY:

By:   
SANITARY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR

Key:

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



CAPITOL INDEMNITY CORPORATION  
POWER OF ATTORNEY

60128159

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

RYAN BURKE, JULIEANN JOHNSTON, DENISE NELSON, KATHLEEN A. VANSOVICH  
MICHAEL WARD, DEBORAH L. WILLIAMS, STEPHANIE MCQUILLEN

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

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

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 8th day of January, 2002.

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

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

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

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer, undersigned and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

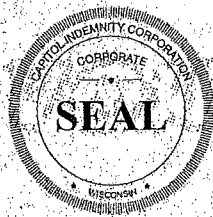
Attest:

*John E. Rzepinski*

John E. Rzepinski  
Vice President, Treasurer & CFO

*Suzanne M. Broadbent*

Suzanne M. Broadbent  
Assistant Secretary



CAPITOL INDEMNITY CORPORATION

*Stephen J. Sills*

Stephen J. Sills  
CEO & President

STATE OF WISCONSIN } s.s.  
COUNTY OF DANE

On the 3rd day of May, 2017 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*David J. Regele*

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

STATE OF WISCONSIN } s.s.  
COUNTY OF DANE

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

Signed and sealed at the City of Middleton, State of Wisconsin this 15th day of November, 2017.



*Antonio Celii*

Antonio Celii  
General Counsel, Vice President & Secretary

# Resolution

Number 18-1977

Adopted Date December 18, 2018

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH M/I HOMES OF CINCINNATI, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN HUDSON HILLS, SECTION 3, BLOCK "C" 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	: 18-020 (P/S)
Development	: Hudson Hills, Section 3, Block "C"
Developer	: M/I Homes of Cincinnati, LLC
Township	: Deerfield
Amount	: \$69,129.42
Surety Company	: Capitol Indemnity Corporation (#60128157)

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

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

Resolution adopted this 18<sup>th</sup> day of December 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.  
18-020 (P/S)  
Bond #60128157

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

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Hudson Hills  
\_\_\_\_\_ **Subdivision, Section/Phase** 3, Block C (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 \$208,227.40,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$53,176.48; 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 \$69,129.42 to secure the performance of the construction of the  
uncompleted or unapproved Improvements in accordance with Warren County subdivision  
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is  
inserted herein, the **minimum performance security** shall be twenty percent (20%) of the  
total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within One (1) years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$41,645.48 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

M/I Homes of Cincinnati, LLC

9349 Waterstone Blvd., Suite 100

Cincinnati, OH 45249

Ph. (513 ) 248 - 5400

D. To the Surety:

Capitol Indemnity Corporation

P O Box 5900

Madison, WI 53705

Ph. (800 ) 475 -4450

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

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

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

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

       **Original Escrow Letter** (attached)

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

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

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

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

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



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

**DEVELOPER:**

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

SIGNATURE: M. Gargrave

PRINTED NAME: Marica Gargrave

TITLE: VP & Assistant General Counsel

DATE: 11/15/18

**SURETY:**

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

SIGNATURE: Denise Nelson

PRINTED NAME: Denise Nelson

TITLE: Attorney-In-Fact

DATE: November 15, 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 18-1977, dated 12.18.18.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

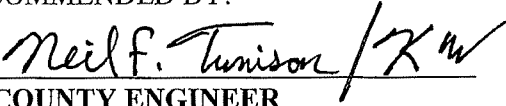
SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 12.18.18

RECOMMENDED BY:

By:   
COUNTY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR

Key:

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

CAPITOL INDEMNITY CORPORATION  
POWER OF ATTORNEY

60128157  
Bond Number

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

----- RYAN BURKE; JULIEANN JOHNSTON; DENISE NELSON; KATHLEEN A. VANSOVICH -----  
----- MICHAEL WARD; DEBORAH L. WILLIAMS; STEPHANIE MCQUILLEN -----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of  
\$208,227.40 for 60128157 on behalf of M/I Homes of Cincinnati, LLC  
Bond Amount Bond Number Principal

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 8th day of January, 2002.

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

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

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

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

Attest:

*John E. Rzepinski*

John E. Rzepinski  
Vice President, Treasurer & CFO

*Suzanne M. Broadbent*

Suzanne M. Broadbent  
Assistant Secretary



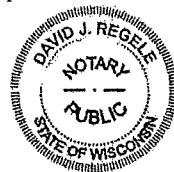
CAPITOL INDEMNITY CORPORATION

*Stephen J. Sills*

Stephen J. Sills  
CEO & President

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

On the 3rd day of May, 2017 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*David J. Regele*

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

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

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

Signed and sealed at the City of Middleton, State of Wisconsin this 15th day of November 2018



*Antonio Celi*

Antonio Celi  
General Counsel, Vice President & Secretary

# Resolution

Number 18-1978

Adopted Date December 18, 2018

ENTER INTO EROSION CONTROL BOND AGREEMENT FOR M/I HOMES OF CINCINNATI, LLC FOR COMPLETION OF IMPROVEMENTS IN KERRISDALE SITUATED IN DEERFIELD TOWNSHIP

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

## EROSION CONTROL PERFORMANCE BOND AGREEMENT

Bond Number	:	N/A
Development	:	Kerrisdale
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$157,349.40
Surety Company	:	The Hanover Insurance Company #1067995

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

**EROSION & SEDIMENT CONTROL**

Security Agreement No.

Bond #1067995

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

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in \_\_\_\_\_  
Kerrisdale **Subdivision, Section/Phase 1** (3) (hereinafter the "Subdivision") situated in  
Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County  
Erosion and Sediment Control Regulations adopted November 16, 2006 (hereinafter called the  
"Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$121,038.00,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$121,038.00; and,

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

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

1. The Developer will provide **performance security** to the County Commissioners in the sum  
of \$157,349.40 to secure the performance of the construction of the  
uncompleted or unapproved Improvements in accordance with Warren County Erosion and  
Sediment Control Regulations (hereinafter the Performance Obligation). If any sum greater

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

2. The County Commissioners will, upon approval of the Director of the Warren County Soil & Water Conservation District of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not performed in accordance with the Warren County Erosion and Sediment Control Regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County Erosion and Sediment Control Regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$24,207.60 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the Director of the Warren

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

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

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

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

A. To the County Commissioners:

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

B. To the Soil & Water Conservation District:

Warren County Soil & Water Conservation  
District Attn: Director  
320 East Silver Street  
Lebanon, OH 45036  
Ph. (513) 695-1337

C. To the Developer:

M/I Homes of Cincinnati, LLC



9349 Waterstone Blvd., Suite 100  
\_\_\_\_\_  
Cincinnati, OH 45249  
\_\_\_\_\_  
\_\_\_\_\_  
Ph. (513 ) 248 - 5400  
\_\_\_\_\_

D. To the Surety:

The Hanover Insurance Company  
\_\_\_\_\_  
440 Lincoln Street  
\_\_\_\_\_  
Worcester, MA 01653  
\_\_\_\_\_  
\_\_\_\_\_  
Ph. (214 ) 750 - 3904  
\_\_\_\_\_

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

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

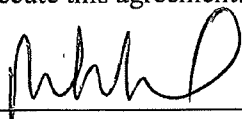
- Certified check or cashier's check** (attached) (**CHECK #** \_\_\_\_\_)
- Original Letter of Credit** (attached) (**LETTER OF CREDIT #** \_\_\_\_\_)
- Original Escrow Letter** (attached)
- Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of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

15. The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. **The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**
17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

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

**DEVELOPER:**

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

SIGNATURE: 


PRINTED NAME: Mark Kirkendall

TITLE: VP, Housing & Land Controller

DATE: 10/23/18

**SURETY:**

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

SIGNATURE: 

PRINTED NAME: Denise Nelson

TITLE: Attorney-In-Fact

DATE: 10/23/2018

**[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 19-1978, dated 12.18.18.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

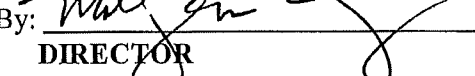
SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 12.18.18

RECOMMENDED BY:

By:   
DIRECTOR  
WARREN COUNTY SOIL & WATER  
CONSERVATION DISTRICT

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

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Kathleen A. Vansovich, Julieann Johnston, Denise Nelson, Deborah L. Williams, Michael D. Ward and/or Stephanie McQuillen Of Huntington Insurance, Inc. of Columbus, OH each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 10th day of May, 2018.

The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

*John C. Roche*

John C. Roche, EVP and President



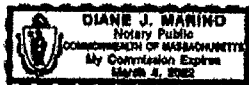
The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

*James H. Kawiecki*

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 10th day of May, 2018 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



*Diane J. Marino*  
Diane J. Marino, Notary Public  
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 23rd day of October 2018

CERTIFIED COPY

*Theodore G. Martinez*  
Theodore G. Martinez, Vice President

# Resolution

Number 18-1979

Adopted Date December 18, 2018

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT RELEASE WITH FISCHER DEVELOPMENT COMPANY FOR MIAMI BLUFFS, SECTION FIFTEEN SITUATED IN HAMILTON TOWNSHIP

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

## RELEASE

Bond Number	:	15-003 (W/S)
Development	:	Miami Bluffs, Section Fifteen
Developer	:	Fischer Development Company
Township	:	Hamilton
Amount	:	\$13,304.58
Surety Company	:	Westchester Fire Insurance Company (K0913346A)

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cgb

cc: Fischer Development Co., Attn: David Stroup, 3940 Olympic Blvd., Suite 100, Erlanger KY 41018  
Westchester Fire Insurance Company, 525 W. Monroe St., Suite 700, Chicago IL 60661  
Water/Sewer (file)  
Bond Agreement file

# Resolution

Number 18-1980

Adopted Date December 18, 2018

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN PROVIDENCE, SECTION EIGHT, BLOCK A SITUATED IN HAMILTON TOWNSHIP

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

## SECURITY AGREEMENT

Bond Number	:	18-022 (W/S)
Development	:	Providence, Section Eight, Block A
Developer	:	Grand Communities, LLC
Township	:	Hamilton
Amount	:	\$12,150.58
Surety Company	:	Berkley Insurance Company (0207041)

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Grand Communities, LLC., Dave Stroup, 3940 Olympic Blvd., Suite 100, Erlanger KY 41018  
Berkley Insurance Company, 412 Mount Kemble Ave, Suite 310N, Morristown, NJ 07960  
Water/Sewer (file)  
Bond Agreement file

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

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

18-022 (w/s)

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

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in \_\_\_\_\_  
Providence Subdivision, Section/Phase Section Eight, Block A (3) (hereinafter the "Subdivision")  
situated in Hamilton (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 \$121,505.80,  
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 \$12,150.58 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:

Grand Communities, LLC

---

Dave Stroup

---

3940 Olympic Boulevard, Suite 100

---

Erlanger, KY 41018

---

Ph. ( 859 ) 344 - 3131

---

D. To the Surety:

Berkley Insurance Company

Susan A. Yeazell

Ph. ( ) -

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

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

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

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

Original Escrow Letter (attached)

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

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

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

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

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

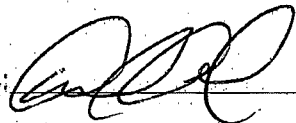
**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

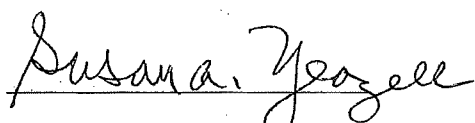
**DEVELOPER:** Grand Communities, LLC

**SURETY:** Berkley 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: Daniel DiCarlo

PRINTED NAME: Susan A. Yeazell

TITLE: Vice President of Construction & Development TITLE: Attorney-in-Fact

DATE: 12/13/18

DATE: December 12, 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 18-1920, dated 12.18.18.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Tom Grassmann

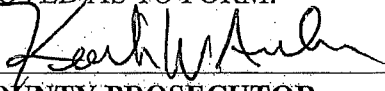
TITLE: President

DATE: 12.18.18

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

Bond No. 0207041

MAINTENANCE BOND

Know All Men By These Presents, That we, Grand Communities, LLC  
3940 Olympic Blvd, Suite 100, Erlanger, Kentucky 41018  
as Principal, and Berkley Insurance Company, a corporation  
organized under the laws of the State of DE with principal place 412 M. Kemble  
Avenue, Suite 310N, Morristown, NJ 07960, as Surety, are held and  
firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH  
45036 (hereinafter called Obligee) in the penal sum Twelve Thousand  
One Hundred Fifty and 84/100, (\$ 12,150.58), 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 12<sup>th</sup> day of December, 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/or Sanitary Sewer in Providence, Section 8A Subdivision  
located in Hamilton 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;

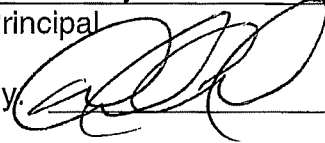
NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That is  
said Principal shall, for a period of One (1) years from and after the 12<sup>th</sup>  
day of December, 20 18, indemnify the Obligee against any loss or  
damage directly arising by reason of any defect in the material or workmanship 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 412 M. Kemble Avenue  
Morristown, NJ 07960 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.

Grand Communities, LLC  
A Kentucky Limited Liability Company

Principal

By:

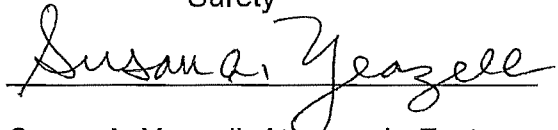


Its: Daniel DiCarlo, Vice President  
Construction & Development

Berkley Insurance Company

Surety

By:



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

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Dan E. Ries; Susan A. Yeazell; or Tiffany Gobich of USI Insurance Services National, Inc. of Cincinnati, OH its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 3rd day of December, 2018.

Attest:
By Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT )
) ss:
COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 3rd day of December, 2018, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 12th day of December, 2018.
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.



Please **verify the authenticity** of the instrument attached to this Power by:

Toll-Free Telephone: (800) 456-5486; or

Electronic Mail: [BSGInquiry@berkleysurety.com](mailto:BSGInquiry@berkleysurety.com)

---

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this Power should be directed to:

Berkley Surety  
412 Mount Kemble Ave.  
Suite 310N  
Morristown, NJ 07960  
Attention: Surety Claims Department

**Or**

Email: [BSGClaim@berkleysurety.com](mailto:BSGClaim@berkleysurety.com)

---

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please also identify the project to which the bond pertains.

Berkley Surety is a member company of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company, Berkley Regional Insurance Company and Carolina Casualty Insurance Company.

# Resolution

Number 18-1981

Adopted Date December 18, 2018

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN PROVIDENCE, SECTION 8, BLOCK "A" SITUATED IN HAMILTON 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	: 18-022 (P/S)
Development :	Providence, Section 8, Block "A"
Developer	: Grand Communities, LLC
Township	: Hamilton
Amount	: \$40,661.21
Surety Company	: RLI Insurance Company (CMS0332605)

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

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

**STREETS AND APPURTENANCES  
(including Sidewalks)**

Security Agreement No.

18-022(P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between \_\_\_\_\_  
Grand Communities, LLC (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 Providence  
Subdivision, Section/Phase <sup>Section 8</sup> Block A (3) (hereinafter the "Subdivision") situated in  
Hamilton (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 \$203,306.04,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$30,375.00; and,

**WHEREAS**, the County Commissioners require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County 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 \$40,661.21 \* 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.

\* Surface installed 11/25/18; 2-year maintenance period began.

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  \$40,661.21  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:

Grand Communities, LLC

---

Dave Stroup

---

3940 Olympic Boulevard, Suite 100

---

Erlanger, KY 41018

---

Ph. ( 859 ) 344 - 3131

---

D. To the Surety:

RLI insurance Company

525 West Van Buren Street

Sulte 350

Chicago, IL 60607

Ph. ( 312 ) 675 - 4149

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

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

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

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

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

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

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

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

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

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

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

**DEVELOPER:** Grand Communities, LLC

**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: Todd E. Huss

SIGNATURE: Susan A. Yeazell

PRINTED NAME: Todd E. Huss

PRINTED NAME: Susan A. Yeazell

TITLE: President

TITLE: Attorney-in-Fact

DATE: 12/7/18

DATE: December 7, 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 18-1991, dated 12.18.18.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

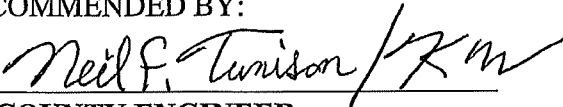
SIGNATURE: 

PRINTED NAME: Tom Grossmann

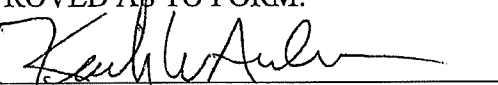
TITLE: President

DATE: 12.18.18

RECOMMENDED BY:

By:   
**COUNTY ENGINEER**

APPROVED AS TO FORM:

By:   
**COUNTY PROSECUTOR**

Key:

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

Bond No. CMS0332605

MAINTENANCE BOND

Know All Men By These Presents, That we, Grand Communities, LLC  
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 Forty Thousand  
Six Hundred Sixty-One and 21/100, (\$ 40,661.21), 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 7<sup>th</sup> day of December, 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 Providence, Section 8, Block A  
Subdivision located in Hamilton 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 7<sup>th</sup>  
day of December, 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.

Grand Communities, LLC  
A Kentucky Limited Liability Company

Principal

By: Todd E. Huss

Its: Todd E. Huss, President

RLI Insurance Company

Surety

By: Susan A. Yeazell

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 7th day of December 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 18-1982

Adopted Date December 18, 2018

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT RELEASE WITH GRAND COMMUNITIES, LTD. FOR SHAKER RUN, SECTION FIVE, PHASE A SITUATED IN TURTLECREEK TOWNSHIP

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

## RELEASE

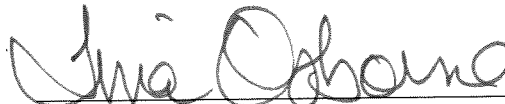
Bond Number	:	14-014 (W/S)
Development	:	Shaker Run, Section Five, Phase A
Developer	:	Grand Communities, Ltd.
Township	:	Turtlecreek
Amount	:	\$7,126.30
Surety Company	:	Westchester Fire Insurance Company (K09133331)

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Grand Communities, Ltd., 3940 Olympic Blvd., Suite 100, Erlanger KY 41018  
525 West Monroe Steet, Suite 700, Chicago IL 60661  
Water/Sewer (file)  
Bond Agreement file

# Resolution

Number 18-1983

Adopted Date December 18, 2018

## APPROVE VARIOUS RECORD PLATS

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

- Hudson Hills Section 3 Block "C" record plat – Deerfield Township
- Hudson Hills Section 3 Block "C" easement plat – Deerfield Township
- Providence Subdivision Section Eight Block A – Hamilton Township
- Carlinda Estates Revision 1 (replat) – Deerfield Township

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File  
RPC

# Resolution

Number 18-1984

Adopted Date December 18, 2018

ACCEPT AMENDED CERTIFICATE FOR FUNDS 206, 207, 219, 223, 224, 243, 247, 256, 261, 262, 264, 279, 280, 282, 288, 289, 292, 294, 296, 298 AND 299

WHEREAS, the anticipated revenue for Fund 206 Dog and Kennel decreased by \$97,544.50; and

WHEREAS, the anticipated revenue for Fund 207 Law Library Resources Fund has decreased by \$41,872.07; and

WHEREAS, the anticipated revenue for Fund 219 Wireless 911 Government Assistance has decreased by \$49,467.96; and

WHEREAS, the anticipated revenue for Fund 223 Probate/Juvenile Spec Proj 2303.201 decreased \$6,427.88; and

WHEREAS, the anticipated revenue for Fund 224 Common Pleas Special Projects has decreased by \$42,566.78; and

WHEREAS, the anticipated revenue for Fund 243 Juvenile Grants has decreased by \$10,731.75; and

WHEREAS, the anticipated revenue for Fund 247 Felony Delinquent Care & Custody has decreased by \$92,030.48; and

WHEREAS, the anticipated revenue for Fund 256 WC Solid Waste District decreased by \$2,430.23; and

WHEREAS, the anticipated revenue for Fund 261 Pass Through Grants decreased by \$18,522.59; and

WHEREAS, the anticipated revenue for Fund 262 Community Corrections Monitoring (Home Incarceration) has decreased by \$43,885.59; and

WHEREAS, the anticipated revenue for Fund 264 Emergency Management Agency has decreased by \$23,673.96; and

WHEREAS, the anticipated revenue for Fund 279 Juvenile Court Computer 2151.541 has decreased by \$804.00; and

WHEREAS, the anticipated revenue for Fund 280 Common Pleas Court Computer ORC 2303.201 has decreased by \$2,309.00; and

WHEREAS, the anticipated revenue for Fund 282 Clerk of Courts Computer 2303.201 has decreased by \$2,465.00; and

WHEREAS, the anticipated revenue for Fund 288 Community Based Corrections Donations has decreased by \$1,250.00; and

WHEREAS, the anticipated revenue for Fund 289 Community Based Corrections has decreased by \$12,069.50; and

RESOLUTION #18-1984  
DECEMBER 18, 2018  
PAGE 2

WHEREAS, the anticipated revenue for Fund 292 Traffic Safety Program-Sheriff has decreased by \$64,323.13; and

WHEREAS, the anticipated revenue for Fund 294 Sheriff Dare Law Enforcement has decreased by \$2,878.00; and

WHEREAS, the anticipated revenue for Fund 296 Comp Rehab-Downpayment Asst Community Development has decreased by \$18,594.41; and

WHEREAS, the anticipated revenue for Fund 298 Rehab Inc. Funds has decreased by \$10,000.00; and

WHEREAS, the anticipated revenue for Fund 299 County Transit has decreased by \$350,373.43; and

NOW THEREFORE BE IT RESOLVED, to accept the Amended Certificate for Funds 206, 207, 219, 223, 224, 243, 247, 256, 261, 262, 264, 279, 280, 282, 288, 289, 292, 294, 296, 298 and 299

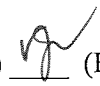
Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor (file)  (Brenda Quillen)  
Amended Certificate file  
Dog & Kennel (file)  
Law Library (file)  
Telecom (file)  
Juvenile (file)  
Common Pleas (file)  
Solid Waste (file)  
OGA (file)  
Community Corrections (file)  
Emergency Services (file)  
Clerk of Courts (file)  
Sheriff (file)  
Transit (file)  
Telecom (file)



# AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code , Sec 5705.36

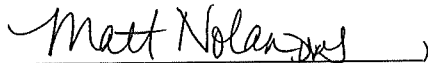
Office of Budget Commission, County of Warren, Lebanon, Ohio, December 5, 2018

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2018, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Special Revenue	Jan. 1st, 2018	Taxes	Other Sources	Total
Dog and Kennel Fund 206	\$230,060.58		\$379,955.50	\$610,016.08
Law Library Resources Fund 207	\$365,120.91		\$389,877.93	\$754,998.84
Wireless 911 Government Assist Fund 219	\$114,652.70		\$168,168.04	\$282,820.74
Probate/Juvenile Spec Proj 2303.201 Fund 223	\$276,344.45		\$38,572.12	\$314,916.57
Common Pleas Special Projects Fund 224	\$265,789.23		\$97,433.22	\$363,222.45
Juvenile Grants Fund 243	\$273,313.64		\$100,404.25	\$373,717.89
Felony Delinquent Care & Custody Fund 247	\$459,638.30		\$886,325.52	\$1,345,963.82
Solid Waste Fund 256	\$1,302,240.36		\$118,369.77	\$1,420,610.13
Pass Through Grants Fund 261	(\$126,400.95)		\$272,477.41	\$146,076.46
Community Corrections Monitor (HI) Fund 262	\$210,686.35		\$433,114.41	\$643,800.76
Emergency Management Agency Fund 264	\$112,529.05		\$187,613.04	\$300,142.09
Juvenile Court Computer Fund 279	\$24,642.64		\$5,196.00	\$29,838.64
Common Pleas Court Comp 2303.201 Fund 280	\$35,191.42		\$17,691.00	\$52,882.42
Clerk of Courts Computer 2303.201 Fund 282	\$290,416.79		\$67,535.00	\$357,951.79
Comm Based Corrections Donations Fund 288	\$3,587.47		\$0.00	\$3,587.47
Community Based Corrections Fund 289	\$994,107.21		\$641,838.50	\$1,635,945.71
Traffic Safety Program Sheriff Fund 292	\$25,696.12		(\$14,520.13)	\$11,175.99
Sheriff Dare Law Enforcement Fund 294	\$110,996.35		\$39,122.00	\$150,118.35
Comp Rehab-Downpayment Assist Fund 296	\$40,439.55		\$1,405.59	\$41,845.14
Rehab Inc Fund 298	\$82,461.74		\$0.00	\$82,461.74
County Transit Fund 299	\$1,362,136.87		\$774,626.57	\$2,136,763.44
<b>TOTAL</b>	<b>\$6,453,650.78</b>	<b>\$0.00</b>	<b>\$4,605,205.74</b>	<b>\$11,058,856.52</b>

- Amend 18 19
- 206 (97,544.50)
- 207 (41,872.07)
- 219 (49,467.96)
- 223 (6,427.88)
- 224 (42,566.78)
- 243 (10,731.75)
- 247 (92,030.48)
- 256 (2,430.23)
- 261 (18,522.59)
- 262 (43,885.59)
- 264 (23,673.96)
- 279 (804.00)
- 280 (2,309.00)
- 282 (2,465.00)
- 288 (1,250.00)
- 289 (12,069.50)
- 292 (64,323.13)
- 294 (2,878.00)
- 296 (18,594.41)
- 298 (10,000.00)
- 299 (350,373.43)

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

Budget  
Commission

# Resolution

Number 18-1985

Adopted Date December 18, 2018

ACCEPT AMENDED CERTIFICATE FOR FUNDS 203, 245, 265, 327, 479, 484, 485, 499, 575, 583, 619, 631, 632 AND 636

WHEREAS, the anticipated revenue for Fund 203 Human Services fund has decreased by \$564,350.00; and

WHEREAS, the anticipated revenue for Fund 245 Crime Victim Grant fund has decreased by \$14,117.58; and

WHEREAS, the anticipated revenue for Fund 265 Community Development fund has decreased by \$209,000.00; and

WHEREAS, the anticipated revenue for Fund 327 Bond Retirement Special Assessment fund has decreased by \$303,324.32; and

WHEREAS, the anticipated revenue for Fund 479 Airport Construction fund has decreased by \$161,113.80; and

WHEREAS, the anticipated revenue for Fund 484 P&G TIF Road Construction fund decreased by \$97,685.28; and

WHEREAS, the anticipated revenue for Fund 485 Miami Valley Gaming TIF fund has decreased by \$36,440.82; and

WHEREAS, the anticipated revenue for Fund 499 Juvenile/Probate Court Expansion fund has decreased by \$200,000.00; and

WHEREAS, the anticipated revenue for Fund 575 Sewer Construction Projects (Revenue) fund has decreased by \$959,625.76; and

WHEREAS, the anticipated revenue for Fund 583 Water Const Projects (Revenue) fund has decreased by \$952,122.61; and

WHEREAS, the anticipated revenue for Fund 619 Vehicle Maintenance Rotary fund has decreased by \$232,259.01; and

WHEREAS, the anticipated revenue for Fund 631 Communications Rotary fund has decreased by \$3,463.16; and

WHEREAS, the anticipated revenue for Fund 632 Health Insurance fund has decreased by \$106,967.20; and

WHEREAS, the anticipated revenue for Fund 636 Workers Comp Self Insurance fund has decreased by \$16,932.53

RESOLUTION #18-1985  
DECEMBER 18, 2018  
PAGE 2

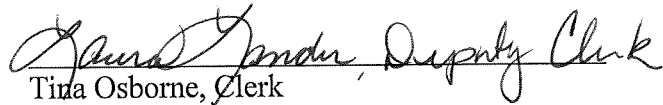
NOW THEREFORE BE IT RESOLVED, to accept the Amended Certificate for Funds 203, 245, 265, 327, 479, 484, 485, 499, 575, 583, 619, 631, 632 and 636.


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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tira Osborne, Clerk

cc: Auditor (file)  (B. Quillen)  
Human Services (file)  
Prosecutor (file)  
OGA (file)  
Airport (file)  
Engineer (file)  
Juvenile (file)

Water/Sewer (file)  
Garage (file)  
OMB (file)

**AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES**

Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, December 11, 2018

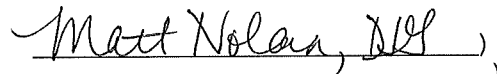
To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2018, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

<b>FUND TYPE - Special Revenue</b>	<b>Jan. 1st, 2018</b>	<b>Taxes</b>	<b>Other Sources</b>	<b>Total</b>
Human Services Fund 203	\$704,121.53		\$4,753,292.00	\$5,457,413.53
Crime Victim Grant Fund 245	\$5,379.75		\$101,866.65	\$107,246.40
Community Development Fund 265	\$307,902.16		\$1,057,872.25	\$1,365,774.41
<b>FUND TYPE - Debt Service</b>				
Bond Retirement Special Assmnt Fund 327	\$373,459.45		\$946,675.68	\$1,320,135.13
<b>FUND TYPE - Capital Projects</b>				
Airport Construction Fund 479	(\$934,547.94)		\$1,903,523.54	\$968,975.60
P&G TIF Road Construction Fund 484	\$0.00		\$3,822,683.72	\$3,822,683.72
Miami Valley Gaming TIF Fund 485	\$671,602.76		\$2,465,459.18	\$3,137,061.94
Juvenile/Probate Court Expansion Fund 499	\$3,632,250.00		\$1,000,000.00	\$4,632,250.00
<b>FUND TYPE - Enterprise Funds</b>				
Sewer Const Projects (Revenue) Fund 575	\$0.00		\$4,380,254.24	\$4,380,254.24
Water Const Projects (Revenue) Fund 583	\$285,230.74		\$5,896,877.39	\$6,182,108.13
Communications Rotary Fund 631	\$206,339.10		\$76,794.84	\$283,133.94
<b>FUND TYPE - Internal Service</b>				
Vehicle Maintenance Fund 619	\$339,023.68		\$438,840.99	\$777,864.67
Health Insurance Fund 632	\$3,969,335.79		\$10,383,932.96	\$14,353,268.75
Workers Comp Self Insurance Fund 636	\$1,071,680.64		\$478,095.47	\$1,549,776.11
<b>TOTAL</b>	<b>\$10,631,777.66</b>	<b>\$0.00</b>	<b>\$37,706,168.91</b>	<b>\$48,337,946.57</b>

Amend 18 21

- Fund 203 (564,350.00)
- Fund 245 (14,117.58)
- Fund 265 (209,000.00)
- Fund 327 (303,324.32)
- Fund 479 (161,113.80)
- Fund 484 (97,685.28)
- Fund 485 (36,440.82)
- Fund 499 (200,000.00)
- Fund 575 (959,625.76)
- Fund 583 (952,122.61)
- Fund 619 (232,259.01)
- Fund 631 (3,463.16)
- Fund 632 (106,967.20)
- Fund 636 (16,932.53)

  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )

Budget  
Commission

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 18-1986

Adopted Date December 18, 2018

ACCEPT AMENDED CERTIFICATE FOR FUNDS 238, 258, AND 498

WHEREAS, the anticipated revenue for Fund 238 Workforce Investment Board fund has decreased by \$136,620.96; and

WHEREAS, the anticipated revenue for Fund 258 Workforce Investment fund has decreased by \$651,798.68; and

WHEREAS, the anticipated revenue for Fund 498 County Fairgrounds Construction fund has decreased by \$2,829,162.09

NOW THEREFORE BE IT RESOLVED, to accept the Amended Certificate for Funds 238, 258 and 498.

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

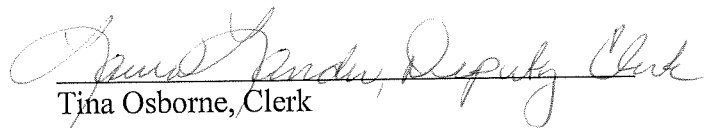
Mr. Grossmann – yea


Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor  (B. Quillen)  
Workforce Investment Board (file)  
Fairgrounds (file)  
OMB

**AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES**

Rev. Code , Sec 5705.36

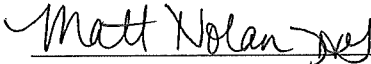
Office of Budget Commission, County of Warren, Lebanon, Ohio, December 12, 2018

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2018, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Special Revenue	Jan. 1st, 2018	Taxes	Other Sources	Total
Workforce Investment Board Fund 238	(\$174,848.67)		\$1,323,077.04	\$1,148,228.37
Workforce Investment Fund 258	\$34,985.92		\$620,936.09	\$655,922.01
<b>FUND TYPE - Capital Projects</b>				
County Fairgrounds Construction Fund 498	\$854,823.02		\$0.00	\$854,823.02
<b>TOTAL</b>	\$714,960.27	\$0.00	\$1,944,013.13	\$2,658,973.40

Amend 18 23  
Fund 238 (136,620.96)  
Fund 258 (651,798.68)  
Fund 498 (2,829,162.09)

  
\_\_\_\_\_) )  
\_\_\_\_\_) ) Budget  
\_\_\_\_\_) ) Commission  
\_\_\_\_\_) )

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 18-1987

Adopted Date December 18, 2018

## APPROVE APPROPRIATION DECREASES IN OHIO MEANS JOBS FUND #258

WHEREAS, the Auditor's Office is completing an Amended Certificate of Receipts for Fund #258 for funds that were anticipated, but not received in calendar year 2018; and

WHEREAS, the appropriation for Fund #258 must be reduced in the amounts below; and

BE IT RESOLVED, it is necessary to approve the following appropriation decreases:

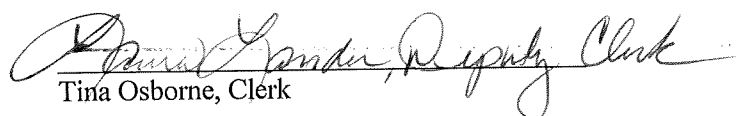
\$105,000.00	from	#258-5800-102	(Salaries)
\$ 3,488.68	from	#258-5800-114	(Overtime Pay)
\$ 39,000.00	from	#258-5800-210	(Materials and Supplies)
\$ 5,000.00	from	#258-5800-317	(Non Capital Purchases)
\$ 10,000.00	from	#258-5800-320	(Capital Purchases)
\$240,000.00	from	#258-5800-400	(Purchase Services)
\$ 20,000.00	from	#258-5800-430	(Utilities General)
\$ 1,948.48	from	#258-5800-460	(Insurance)
\$ 52,119.36	from	#258-5800-651	(Support, Adults)
\$ 70,244.00	from	#258-5800-663	(Classroom Training, Adults)
\$ 13,000.00	from	#258-5800-811	(P.E.R.S.)
\$ 6,750.66	from	#258-5800-820	(Health and Life Insurance (General))
\$ 500.00	from	#258-5800-840	(Unemployment Comp)
\$ 10,150.03	from	#258-5800-850	(Training-Education)
\$ 11,216.35	from	#258-5800-871	(Medicare)
\$ 1,000.00	from	#258-5800-872	(Social Security)
\$ 2,500.00	from	#258-5800-881	(Accum. Sick Leave (Payout))
\$ 1,754.24	from	#258-5800-882	(Accum. Vacation Leave (Payout))
\$ 54,000.00	from	#258-5800-910	(Other Expenses)


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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 18-1988

Adopted Date December 18, 2018

APPROVE AN APPROPRIATION DECREASE FOR P&G TIF ROAD CONSTRUCTION  
FUND #484

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation decrease;

\$97,685.28 from 484-3120-910 (P & G Tif Road Construction)

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Engineer (file)  
OMB



# Resolution

Number 18-1989

Adopted Date December 18, 2018

## APPROVE APPROPRIATION DECREASES WITHIN WATER PROJECT FUND 583 AND SEWER PROJECT FUND 575

WHEREAS, the Water and Sewer Department has been approved for appropriations in Water Project Fund 583 and Sewer Project Fund 575 in the 2018 budget process; and

WHEREAS, due to change orders and projects delayed until 2019, the appropriations will not be necessary for the 2018 calendar year; and

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

\$ 13,250.00 from #575-xxxx-3300-317 (Non Capital Purchases)

\$ 946,375.76 from #575-xxxx-3300-320 (Capital Purchases)

\$ 606,037.12 from #583-xxxx-3200-320 (Capital Purchases)

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

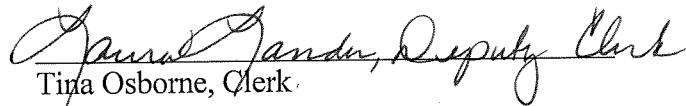
Mr. Grossmann – yea

Mr. Young – yea


Mrs. Jones – yea

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tija Osborne, Clerk

jmb

cc: Auditor   
Appropriation Decrease file  
Water/Sewer (file)

# Resolution

Number 18-1990

Adopted Date December 18, 2018

APPROVE APPROPRIATION DECREASES AND ACCEPT AMENDED CERTIFICATE DECREASE WITHIN THE AREA 12 WORKFORCE DEVELOPMENT BOARD FUND #238.

WHEREAS, appropriation decreases are necessary to amend the Area 12 Workforce Development Board Fund #238 Certificate for Appropriation for 2018; and

BE IT FURTHER RESOLVED, to approve appropriation decreases in the following accounts:

\$	1,424.00	from	238-5800-102	Regular Salaries
\$	1,900.00	from	238-5800-210	Material & Supplies
\$	1,874.00	from	238-5800-317	Capital Expenses
\$	12,800.00	from	238-5800-400	Purchased Services
\$	1,800.00	from	238-5800-811	PERS
\$	830.00	from	238-5800-820	Health Insurance
\$	739.00	from	238-5800-830	Workers Compensation
\$	14,978.00	from	238-5800-850	Education and Training
\$	242.00	from	238-5800-871	Medicare
\$	5,400.00	from	238-5800-910	Other Expenses
\$	72,600.00	from	238-5802-400	Purchased Services

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


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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Amended Certificate file  
Appropriation Decrease file  
WIB (file)  
OMB

# Resolution

Number 18-1991

Adopted Date December 18, 2018

APPROVE AN APPROPRIATION DECREASES IN PROSECUTOR'S CRIME VICTIM  
GRANT FUND #245

BE IT RESOLVED, to approve the following appropriation decreases:

\$2,965.00	from	#245-2450-102	(Regular Salaries)
\$ 220.00	from	#245-2450-210	(Materials & Supplies)
\$ 2,487.00	from	#245-2450-811	(PERS)
\$1,752.00	from	#245-2450-820	(Health Ins, General)
\$ 493.00	from	#245-2450-830	(Workers Compensation)
\$ 660.00	from	#245-2450-850	(Training-Education)
\$ 154.00	from	#245-2450-871	(Medicare)
\$ 69.00	from	#245-2450-910	(Other Expense)

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

CSM/

cc: Auditor VF  
App. Decrease file  
Prosecutor (file)

# Resolution

Number 18-1992

Adopted Date December 18, 2018

APPROVE AN AMENDED CERTIFICATE DECREASE AND AN APPROPRIATION DECREASE IN FUND 453, AN OPERATIONAL TRANSFER FROM FUND 202 INTO THE OLD 122 & TOWNSHIP LINE RD ROUNDABOUT PROJECT FUND 453 AND APPROVE REPAYMENT OF A CASH ADVANCE FROM THE OLD 122 & TOWNSHIP LINE RD ROUNDABOUT PROJECT FUND 453 INTO THE MOTOR VEHICLE FUND 202

WHEREAS, Neil Tunison, Warren County Engineer and appointing authority for the project request necessary appropriation decrease for the Old 122 and Township Line Road Roundabout Project; and

NOW THEREFORE BE IT RESOLVED, to accept an amended certificate and approve an appropriation decrease in fund 453:

## Appropriation Decrease

\$105,842.50 from #453-3120-320 (Capital Purchases)

## Operational Transfer

\$588,790.84 from #202-3120-997-9000 (Operational Transfer – Out)  
into #453-9000-999-9000 (Operational Transfer – In)

## Cash Advance Repayment


\$719,875.00 from #453-5555-666 (Cash Advance Out-Old 122 & Twp. Line Roundabout Proj)  
into #202-5555-555 (Cash Advance in- Motor Vehicle Fund)

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


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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Dec. file  
Engineer (file)

Cash Adv. file  
Operational Trans. file

# Resolution

Number 18-1993

Adopted Date December 18, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO #101 AND OPERATING TRANSFERS INTO, FACILITIES MANAGEMENT CONSTRUCTION FUND #467 & #494, PROBATE JUVENILE COURT EXPANSION FUND #499, JAIL EXPANSION FUND #497, CHILDREN SERVICES FUND #273

BE IT RESOLVED, to approve the following supplemental appropriations:

\$6,304,000 into #101-1112-785 (County Construction Projects)

\$2,000,000 into #101-1112-749 (General Fund – OT Children Services)

BE IT FURTHER RESOLVED, to approve the following operational transfers and local contribution:

\$ 729,000 from #101-1112-785 (County Construction Projects)  
into #467-9000-450 (Const. Projects- County Transfers)

\$ 325,000 from #101-1112-785 (County Construction Projects)  
into #494-9000-450 (Const. Projects- County Transfers)

\$ 250,000 from #101-1112-785 (County Construction Projects)  
into #499-9000-450 (Juvenile Expansion Construction Projects – Transfers)

\$5,000,000 from #101-1112-785 (County Construction Projects)  
into #497-9000-450 (Jail Expansion Construction Projects – Transfers)

\$2,000,000 from #101-1112-749 (General Fund – OT Children Services)  
into #273-9000-999 (Children Services)

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

Mr. Grossmann - yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 18<sup>th</sup> day of December 2018.


BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

tz/

cc:

Auditor 

Supplemental App. file

Facilities Management (file)

Children Services (file)

Operating Transfer file

OMB

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 18-1994

Adopted Date December 18, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO HEALTH INSURANCE FUND #632

BE IT RESOLVED, to approve the following supplemental appropriation:

\$500,000.00 into #632-0100-932 (Commissioners – Medical Claims)

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor vy  
Supplemental Appropriation file  
OMB (file)

# Resolution

Number 18-1995

Adopted Date December 18, 2018

APPROVE REPAYMENT OF CASH ADVANCE FROM COMMUNITY DEVELOPMENT  
BLOCK GRANT FUND #265 INTO GENERAL FUND #101

WHEREAS, pursuant to Resolution #18-1797, adopted November 20, 2018, this board approved  
a cash advance from the County Genral Fund #101 into the community Development Block  
Grant Fund #265; and

WHEREAS, said grant funds have been received and the cash advance must be repaid, and

NOW THEREFORE BE IT RESOLVED, to approve the repayment of said cash advance:


\$135,000.00 from #265-2520-5555-666 (CDBG – Cash Out)  
into #101-5555-555 (GF-Cash In)

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


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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/sm

cc: Auditor   
Cash Advance file  
OGA (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 18-1996

Adopted Date December 18, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN ECONOMIC DEVELOPMENT  
FUND #101-1116

BE IT RESOLVED, to approve the following appropriation adjustment:


\$5.00	from	#101-1116-910	(Econ Dev. – Other Expense)
	into	#101-1116-871	(Econ Dev. – Medicare)

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


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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

RB/

cc: Auditor   
Appropriation Adjustment file  
Economic Development (file)



# Resolution

Number 18-1997

Adopted Date December 18, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE CLERK OF COURT OF  
COMMON PLEAS GENERAL FUND #101-1260

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 9,885.00 from #101-1260-317 (Non Capital Purchases)  
into #101-1260-320 (Capital Purchases)

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


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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 18-1998

Adopted Date December 18, 2018

APPROVE APPROPRIATION ADJUSTMENT FROM BOARD OF ELECTIONS FUND  
#101-1301 INTO #101-1300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$5,500.00      from    #101-1301-151      (Poll Workers)  
                         into    #101-1300-830      (Worker Comp)

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

Mr. Grossmann – yea

Mr. Young – yea


Mrs. Jones – yea

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Board of Elections (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 18-1999

Adopted Date December 18, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #101-2810

BE IT RESOLVED, to approve the following appropriation adjustment:


\$10,000.00 from #101-2810-210 (Material & Supplies)  
into #101-2810-317 (Non Capital Purchases)

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 18-2000

Adopted Date December 18, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND #273

BE IT RESOLVED, to approve the following appropriation adjustment:


\$8,000.00      from    #273-5100-446      (Child Placement)  
                         into    #273-5100-317      (Non Capital Purchases)

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

jc/

cc: Auditor   
Appropriation Adj. file  
Children Services (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 18-2001

Adopted Date December 18, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE OFFICE OF GRANTS  
ADMINISTRATION FUND #298

BE IT RESOLVED, in order to process Purchase Order # 25298, it is necessary to approve the following appropriation adjustment:

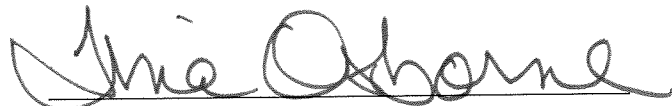
\$3,000.00	from	#298-5000-910	(Other Expense)
	into	#298-5000-400	(Purchased Services)

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

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


Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/vsp

cc: Auditor   
Appropriation Adj. file  
OGA (file)

# Resolution

Number 18-2002

Adopted Date December 18, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN FACILITIES MANAGEMENT  
FUND #494

BE IT RESOLVED, to approve the following appropriation adjustment:

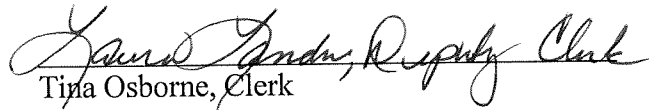
\$39,000.00 from 494-3720-317 (Justice Drive Office Bldg – Non Capital Purchases)  
into 494-3729-320 (Courts Bldg. Refurbishment/Renovation – Cap. Purchases)

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Facilities Management (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 18-2003

Adopted Date December 18, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN ENGINEER'S OFFICE FUND #202

BE IT RESOLVED, to approve the following appropriation adjustment:


\$500.00	from	#202-3110-102	(Engineer-Regular Salaries)
	into	#202-3110-820	(Engineer-Health Ins)

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor Vy  
Appropriation Adj. file  
Engineer (file)

# Resolution

Number 18-2004

Adopted Date December 18, 2018

## DECLARING PORTIONS OF THE RIGHT-OF-WAY FOR GLOSSER RICHARDSON ROAD (TR # 76) IN UNION TOWNSHIP, WARREN COUNTY, OHIO TO BE VACATED

**WHEREAS**, in accordance with Resolution No. 18-1580, dated October 16, 2018, a public hearing to consider a petition signed by 14 persons to vacate a portion of the right-of-way for Glosser Richardson Road (TR # 76) in Union Township, Warren County, Ohio was opened and testimony taken on November 1, 2018, at 5:00PM, after the Board conducted a viewing of the proposed vacation on the same date at 4:00PM, both having been timely advertised in accordance with applicable law; and,

**WHEREAS**, after requesting and the Applicants agreeing to submit a metes and bounds description of a portion of the right-of-way to be excepted from the right-of-way to be vacated, the Board adopted Resolution 18-1710, dated November 1, 2018, continuing the public hearing in progress until December 18, 2018, at 9:00AM; and,

**WHEREAS**, on December 18, 2018, at 9:00AM the Board reconvened the public hearing as its final hearing whereupon the County Engineer's Report was amended to include a metes and bounds description of the right-of-way to be vacated that incorporated the legal description (provided by a registered surveyor on behalf of the Applicants) of the aforementioned exception that had been requested by the Board.

NOW THEREFORE BE IT RESOLVED, by a majority of the Board voting on this matter, to declare the following referenced and described portions of the right-of-way for Glosser Richardson Road (T.R. # 76) to be vacated, in that, the Board finds the following lands were subject to a right-of-way easement only and the fee ownership of the lands continued to be owned in fee by the respective owner(s) identified below, accordingly, there is no property to transfer to adjoining property owner(s), rather the title of the property described hereafter shall no longer be subject to a road right-of-way easement, other than as provided herein:

Owner(s)	Tax Mailing Address	Existing Parcel Property & Deed Ref.	Right-of-way vacated & parcel no longer subject to Road Right-of-way Easement
Stang, Scott & Teresa	6209 Yankee Rd., Liberty Township, OH 45044	Parcel # 12-09-200-007 Deed Ref. Doc. # 2017-014539	See attached metes & bounds description
Stang, Scott & Teresa	6209 Yankee Rd., Liberty Township, OH 45044	Parcel # 12-09-200-008 Deed Ref. Doc. # 2017-014539	See attached metes & bounds description



BE IT FURTHER RESOLVED, that the portions of right-of-way of Glosser Richardson Road (T.R. # 76) being vacated hereby shall continue to be subject to all of the following:

- (1) a permanent easement as provided in Section 5553.043 [5553.04.30] of the Revised Code in, over, or under the right-of-way being vacated for the service facilities as defined in Section 5553.042 [5553.04.2] of the Revised Code, of a public utility or electric cooperative as defined in Section 4928.01 of the Revised Code;
- (2) the right of ingress or egress to service or maintain those service facilities;
- (3) the right to trim or remove any trees, shrubs, brush, or other obstacles growing in or encroaching onto the permanent easement that may affect the operation, use or access to those service facilities.

BE IT FURTHER RESOLVED, that the Board's Clerk cause a copy of this Resolution to be certified to:

- i) the County Recorder for recording; and,
- ii) the County Engineer in order that he may adjust his road records accordingly; and,
- iii) the Union Township Board of Trustees in order that it may adjust its road maintenance records accordingly.

All formal actions of this Board concerning or relating to the adopt of this Resolution were adopted in an open meeting, and all deliberations of this Board that resulted in such formal actions, were in meetings open to the public, in compliance with Section 121.22 of the Ohio Revised Code.

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao  
/bam

cc: Recorder  
Engineer (file)  
Map Room  
Union Township  
Prosecutor  
Vacation file

Any portion of Glosser-Richardson Road on the following described real estate:

Tract 1

March, 2017

**LEGAL DESCRIPTION  
28.1857 ACRES  
UNION TOWNSHIP  
WARREN COUNTY, OHIO**

Situated in the State of Ohio, Warren County, Union Township, Section 9, Town 4, Range 3, being part of a 144.918 acre (orig) tract conveyed to Bernard R. Proshlich and David A. Garten recorded in O.R. 942, Pg. 682 of the Warren County Recorder's Office and being more particularly described as follows:

Beginning at a 5/8" iron pin set on the east line of Section 9 and on the line of a 10 acre tract conveyed to City of Lebanon recorded in O.R. 728, Pg. 955, S05°54'41"W a distance of 533.08 feet from a stone found at the northeast corner of Section 9; thence along the east line of section 9 and the line of said 10 acre tract and the line of Lot 8140 of Lebanon Commerce Center Section XIV recorded in P.B. 86, Pg. 39, S05°54'41"W a distance of 532.58 feet to a 5/8" iron pin set; thence leaving the line of Section 9 and the line of Lot 8140 along a new division line for the following four (4) courses and distances;

- 1) N84°12'46"W a distance of 2235.80 feet to a 5/8" iron pin set;
- 2) N80°40'03"W a distance of 40.02 feet to a 5/8" iron pin set;
- 3) N07°31'42"E a distance of 498.86 feet to a 5/8" iron pin set;
- 4) N80°40'03"W passing a 5/8" iron pin set at 1744.94 feet a total distance of 1785.51 feet;

thence along the line of a 50.1878 acre tract conveyed to Shirley Ann Howard recorded in D.N. 2016-029885, N09°10'20"W a distance of 21.09 feet witnessed by a 5/8" iron pin set at S80°40'03"E a distance of 44.32; thence along a new division line for the following two(2) courses and distances;

- 1) S80°40'03"E passing a 5/8" iron pin set at 44.32 feet a total distance of 1831.59 feet to a 5/8" iron pin set;
- 2) S84°34'21"E a distance of 2221.23 feet to the point of beginning.

Containing 28.1857 acres more or less and being subject to all easements, restrictions and rights-of-way of record.

The above description is based on a field survey dated March, 2017 by Apex Engineering and Surveying, Inc., Paul J. Leisring, Ohio Professional Surveyor No. 7267 and is recorded Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Warren County Engineer's Record of Land Surveys.

Tract 2

March, 2017

**LEGAL DESCRIPTION  
24.1915 ACRES  
UNION TOWNSHIP  
WARREN COUNTY, OHIO**

Situated in the State of Ohio, Warren County, Union Township, Section 9, Town 4, Range 3, being part of a 144.918 acre (orig) tract conveyed to Bernard R. Froehlich and David A. Garten recorded in O.R. 942, Pg. 682 of the Warren County Recorder's Office and being more particularly described as follows:

Beginning at a 5/8" iron pin set on the east line of Section 9 and on the line of Lot 8140 of Lebanon Commerce Center Section XIV, recorded in P.B. 86, Pg. 39, S05°54'41"W a distance of 1065.66 feet from a stone found at the northeast corner of Section 9; thence along the east line of Section 9 and the line of Lot 8140, S65°54'41"W a distance of 450.00 feet to a 1/2" iron pin found; thence leaving the line of Section 9 and the line of Lot 8140 along the line of an original 200.00 acre tract conveyed to Lebanon Gateway Farms, Inc. recorded in O.R. 654, Pg. 296 and the line of a 18.674 acre tract and a 1.08 acre tract and a 0.225 acre tract conveyed to Richard Shevchik and Joan Shevchick recorded in O.R. 2709, Pg. 838, N84°33'32"W a distance of 2936.77 feet to a 1/2" iron pin found in Glosser-Richardson Road (40' R/W); thence continuing with Glosser-Richardson Road and the line of a 98.793 acre tract conveyed to Herman O. Harding, Trustee recorded in O.R. 5548, Pg. 180, N84°32'47"W a distance of 50.00 feet to a Mag nail set; thence leaving Glosser-Richardson Road along a new division line for the following four (4) courses and distances;

- 1) N05°27'13"E a distance of 39.99 feet to a 5/8" iron pin set;
- 2) S84°33'32"E a distance of 739.26 feet to a 5/8" iron pin set;
- 3) N07°31'42"E a distance of 423.77 feet to a 5/8" iron pin set;
- 4) S84°12'46"E a distance of 2235.80 feet to the point of beginning;

Containing 24.1915 acres more or less and being subject to all easements, restrictions and rights-of-way of record.

The above description is based on a field survey dated March, 2017 by Apex Engineering and Surveying, Inc., Paul J. Leisring, Ohio Professional Surveyor No. 7267 and is recorded Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Warren County Engineer's Record of Land Surveys.

Save and Except from Tract 2 the following:

November, 2018

**DESCRIPTION NOT  
FOR TRANSFER**

**DESCRIPTION  
0.6782 ACRES  
UNION TOWNSHIP  
WARREN COUNTY, OHIO**

Situated in the State of Ohio, Warren County, Union Township, Section 9, Town: 4, Range 3, being part of a 24.1915 acre tract conveyed to Scott Stang and Teresa Stang recorded in D.N. 2017-014539 of the Warren County Recorder's Office and being more particularly described as follows:

Beginning at a point in Glosser Richardson Road at a southwest corner of said 24.1915 acre tract; thence along the line of said 24.1915 acre tract for the following two (2) courses and distances;

- 1) N05°27'13"E a distance of 39.99 feet;
- 2) S84°33'32"E a distance of 739.26 feet;

thence along a line through said 24.1915 acre tract S07°31'42"W a distance of 40.03 feet; thence along the southerly line of said 24.1915 acre tract for the following two (2) courses and distances;

- 1) N84°33'32"W a distance of 687.81 feet;
- 2) N84°32'47"W a distance of 50.00 feet to the point of beginning.

Containing 0.6782 acres more or less and being subject to all easements, restrictions and rights-of-way of record.

The above description is based in part on a prior survey dated March, 2017 by Apex Engineering and Surveying, Inc., Paul J. Leisring, Ohio Professional Surveyor No. 7267 as was recorded Volume 145, Page 68 of the Warren County Engineer's Record of Land Surveys.

Leaving a remainder of 23.5133 acres.

Pt. 12-09-200-007 (Part 28.1857 acre Tract)

Pt. 12-09-200-008 (Part 23.5133 acre Remainder Tract)

# Resolution

Number 18-2005

Adopted Date December 18, 2018

AUTHORIZE TRANSFER OF TITLE OF A WARREN COUNTY POLICE CRUISER TO PROGRESSIVE INSURANCE COMPANY

WHEREAS, on November 13, 2018, a police cruiser was struck by a third party vehicle, and

WHEREAS, the Warren County Chief Mechanic and Progressive Insurance Company agreed that the vehicle was totaled; and

WHEREAS, the Chief Mechanic determined that the totaled vehicle was of no use to Warren County; and

WHEREAS, as part of the settlement, Progressive Insurance Company wishes to take possession of the totaled vehicle; and


NOW THEREFORE BE IT RESOLVED, to transfer title of a 2014 Ford Explorer, serial #1FM5K8AR6EGB63807 to Progressive Insurance Company.

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

HR/

cc: Tammy Whitaker, OMB  
Brenda Quillen, Auditor's  
Tina Osborne  
Title Transfer file

# OHIO CERTIFICATE OF TITLE

DU - EXCEL

ISSUING CNTY **WARREN**  
RESIDENT CNTY **WARREN**

STATE OF OHIO No. **83 0194 8738**

ORIGINAL

ISSUE DATE  
**03/06/2014**

IDENTIFICATION NUMBER  
**1FM5K8AR6EGB63807**  
COMMENTS

PURCHASE PRICE  
**\$25,436.00**

YEAR MAKE MAKE DESCRIPTION  
**2014 FORD FORD**  
BODY TYPE MODEL MODEL DESCRIPTION  
**UC EPR EXPLORER**  
MILEAGE EVIDENCE  
**8 OH MCO - IN STATE**

EXEMPT  
**SP**

MLG BRAND **ACTUAL**

CONVERSION

BRAND(S)

OWNER  
**WARREN COUNTY COMMISSIONERS**

**406 JUSTICE DR  
LEBANON, OH 45036**

PREVIOUS OWNER  
**LEBANON FORD INC**

**770 COLUMBUS AVE  
LEBANON, OH 45038-0000**

**83016974 ND000914**

LIEN DISCHARGE

Lienholder

by:

Authorized signature

date

CLERK LIEN CANCELLATION

by:

Deputy Clerk

date

LIEN DISCHARGE

Lienholder

by:

Authorized signature

date

CLERK LIEN CANCELLATION

by:

Deputy Clerk

date

WITNESS MY HAND AND OFFICIAL SEAL THIS 6th DAY OF MARCH, 2014

%118727665



\* % 1 1 8 7 2 7 6 6 5 \*

*James L. Spaeth*

JAMES L. SPAETH  
CLERK OF COURTS

WILSA  
VII

%118727665

DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS OR MUTILATIONS.

ERASURES AND ALTERATIONS VOID THIS TITLE ASSIGNMENT. (Type or print in ink.)

ASSIGNMENT OF OWNERSHIP

I (we) certify the vehicle or watercraft or outboard motor described in this title was delivered on 12/18/18 for the price of \$ to: Is Seller a Minor?  Yes  No

Transferee's/Buyer's printed name Progressive Insurance Company

Transferee's/Buyer's printed address

ODOMETER CERTIFICATION

Federal and State laws require that you state the mileage in connection with transfer of ownership. Failure to complete or providing false information may result in fines and/or imprisonment.

I (we) certify to the best of my (our) knowledge that the odometer now reads 76,476 no thousands tenths miles and is the actual mileage of the vehicle unless one of the following statements is checked.

The mileage stated is in excess of the mechanical limits.  The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY

This vehicle was a (if applicable):  Former Law Enforcement Vehicle  Former Tax  Flood Vehicle

I (we) warrant the title to be free of all liens.

Warren Co. Commissioners x Kiana Osborne, Clark  
Transferee's/Seller's printed name Transferee's/Seller's signature

401 Abial Street Dr. Lebanon, OH 45036  
Transferee's/Seller's printed address

NOTE: All blank space above must be completed before acknowledgment.

Sworn to and subscribed in my presence Kiana Hawk this 18 day of Dec. yr. 2018

My commission expires 9/18/2025  
Recorded in Kiana Hawk Printed Notary Name  
Warren County My Comm. Exp. 7/8/2025

TRANSFEROR'S ACKNOWLEDGEMENT OF ABOVE ODOMETER CERTIFICATION

Transferee's/Buyer's printed name X Transferee's/Buyer's signature

Warning to transferor and transferee (seller and buyer) You are required by law to state the true selling price. A false statement is in violation of section 2921.13 of the Ohio Revised Code and is punishable by six months imprisonment and a fine of up to one thousand dollars, or both. All transfers are audited by the Department of Taxation. The seller and buyer must provide any information requested by the Department of Taxation. The buyer may be assessed any additional tax found to be due.

APPLICATION FOR CERTIFICATE OF TITLE (Type or Print in Ink) Fee of \$5.00 for failure to apply for title within 30 days of assignment.

Check type of application(s):  Motor Vehicle  Memorandum  Watercraft  Outboard Motor  Salvage

Applicant's printed name SSN/EIN

Applicant's printed address STREET CITY ZIP COUNTY

Purchase Price \$ Gross Tax Due \$ Vendor's Discount \$ Tax Paid \$

Trade in Allowance \$ Condition of vehicle/watercraft/outboard motor (check only one):  Good  Fair  Poor  Wrecked

Tax exemption:  Yes Reason Dealer's Permit Number Vendor's Number

LIEN INFORMATION: If no lien, state "none". If more than one lien, attach statement of all additional liens.

Lienholder Address

I (we) state that all information contained in this application is true and correct. Is Applicant a Minor?  Yes  No

Applicant's signature X  Printed  Non Printed

Sworn to and subscribed in my presence by this day of yr.

My commission expires yr.

(seal) Clerk, Deputy Clerk of Courts - Notary

# Resolution

Number 18-2006

Adopted Date December 18, 2018

## APPROVE 2019 ANNUAL APPROPRIATIONS

BE IT RESOLVED, to approve 2019 annual appropriations for funds 101 to 650 as attached hereto and made a part hereof.

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


Mr. Grossmann – yea

Mr. Young – yea


Mrs. Jones – yea

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: Auditor   
Budget file  
Tina Osborne  
Tiffany Zindel  
Martin Russell



# Resolution

Number 18-2007

Adopted Date December 18, 2018

## APPROVE SALARY INCREASES RELATIVE TO COMMISSIONERS' EMPLOYEES

BE IT RESOLVED, to approve salary increase for employees under the Board's jurisdiction as reflected in the attached schedule; and

BE IT FURTHER RESOLVED, that said salary increases shall be effective pay period beginning January 5, 2019.

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc:	Facilities Management (file)	Building/Zoning (file)	OMB (file)
	Garage (file)	Commissioners file	OhioMeansJobs (file)
	Emergency Services (file)	Telecom (file)	Water/Sewer (file)
	Human Serv. (file)	Children Serv. (file)	T. Zindel
	Economic Development (file)	Grants (file)	
	All personnel files	Solid Waste (file)	

		Pay Range	
	2018 Wage		2019 Wage
<b>Building and Zoning</b>			
Stephanie Austin	\$ 18.40	14	\$ 18.77
Larry Dunlap	\$ 24.00	16	\$ 24.48
Lucy Gambrel	\$ 16.08	13	\$ 16.40
Jacqueline Hankins	\$ 13.57	10	\$ 13.84
Anna Helton	\$ 1,616.40	18	\$ 1,696.40
Alan Higgins	\$ 24.00	16	\$ 24.48
Gary Hubbs	\$ 29.00	19	\$ 29.58
Candy Massie	\$ 14.56	12	\$ 14.85
Alden Payzant	\$ 22.00	14	\$ 22.44
Ron Sempstrott	\$ 2,580.00	20	\$ 2,631.60
Robert Stadler	\$ 32.64	16	\$ 33.29
William Williams	\$ 28.00	19	\$ 28.56
Michael Yetter	\$ 2,240.87	19	\$ 2,285.69
Terry Young	\$ 16.72	12	\$ 17.05
<b>Children Services</b>			
Shawna Barger	\$ 2,550.00	B	\$ 2,601.00
Lisa Benton	\$ 1,937.92	A	\$ 1,976.68
Ashleigh Blair	\$ 15.36	5	\$ 15.67
Ashley Borsch	\$ 15.67	6	\$ 15.98
Aimee Burke	\$ 1,968.30	A	\$ 2,007.67
Rebecca Campana	\$ 21.80	10	\$ 22.24
Jennifer Carman	\$ 1,891.81	A	\$ 1,929.65
Kelly Carpenter	\$ 1,937.92	A	\$ 1,976.68
Lisa Dabbelt	\$ 21.37	10	\$ 21.80
Jenny Dare	\$ 18.67	8	\$ 19.04
Abbie Downey	\$ 18.67	8	\$ 19.04
Olivia Elter	\$ 15.67	8	\$ 15.98
Brenda Everett	\$ 19.38	8	\$ 19.77
Laney Foster	\$ 15.67	6	\$ 15.98
Geof Garver	\$ 2,508.98	A	\$ 2,559.16
Dara Geiger	\$ 19.61	8	\$ 20.00
Dana Gerstner	\$ 1,937.97	A	\$ 1,976.73
Elora Hamilton	\$ 17.68	6	\$ 18.03
Cara Harrison	\$ 14.91	5	\$ 15.21
Kevin Hogg	\$ 1,937.92	A	\$ 1,976.68
Julie Horney	\$ 17.77	10	\$ 18.13
Timothy Hunsaker	\$ 18.67	8	\$ 19.04
Janine Jackson	\$ 21.80	10	\$ 22.24
Christian Jent	\$ 15.67	5	\$ 15.98
Patricia Jett	\$ 14.06	2	\$ 14.34
Kirsten Lewis	\$ 1,937.92	A	\$ 1,976.68
*Elaine Luers	\$ 20.77	9	\$ 21.19
Katherine Mullins	\$ 18.67	8	\$ 19.04
Diana O'Connor	\$ 18.30	8	\$ 18.67
Brittany Owens	\$ 15.67	6	\$ 15.98
Randi Phillips	\$ 15.67	5	\$ 15.98
Trisha Schulz	\$ 18.67	8	\$ 19.04
Tanya Seller	\$ 1,937.92	A	\$ 1,976.68
Sandra Smoot	\$ 20.23	o factor She	\$ 20.63
Jennifer Stacy	\$ 21.37	8	\$ 21.80
Amy Stevens	\$ 13.99	2	\$ 14.27
Jodi Stone-Dana	\$ 19.61	8	\$ 20.00
Ashley Stutzman	\$ 1,937.92	A	\$ 1,976.68
Olivia Taylor	\$ 18.67	8	\$ 19.04
Tamara Thomas	\$ 14.91	5	\$ 15.21
Misty Treadway	\$ 16.14	6	\$ 16.46
Michelle Turley	\$ 22.24	10	\$ 22.68
Amber Valentine	\$ 21.80	10	\$ 22.24
Brittney Whitaker	\$ 15.67	6	\$ 15.98
Brittney Yost	\$ 17.77	10	\$ 18.13
<b>Commissioners</b>			
Sherri Carbo	\$ 19.75	13	\$ 20.15
Kiana Hawk	\$ 15.25	10	\$ 15.56
Laura Lander	\$ 19.51	15	\$ 19.90

<b>Facilities Management</b>			
Wesley Baker	\$ 17.02	15	\$ 17.36
Randall Bevins	\$ 24.03	19	\$ 24.51
Mark Campbell	\$ 18.73	13	\$ 19.10
Christopher Carman	\$ 24.03	19	\$ 24.51
Wayne Click	\$ 17.70	17	\$ 18.05
William David	\$ 18.24	17	\$ 18.60
Devin Dawson	\$ 14.81	13	\$ 15.11
Traci Guthrie	\$ 19.47	18	\$ 20.47
Mark Harrison	\$ 2,236.86	A	\$ 2,281.60
Robert Isbell	\$ 24.03	19	\$ 24.51
Mark Johnson	\$ 24.03	19	\$ 24.51
Richard Johnson	\$ 21.50	17	\$ 21.93
*Megan Mahoney	\$ 11.44		\$ 11.67
Jeremy Miller	\$ 20.57	17	\$ 20.98
Dave Nolen	\$ 24.03	19	\$ 24.51
Sarah Owings	\$ 10.56	3	\$ 10.77
Brendan Pottorf	\$ 11.09	3	\$ 11.31
Samuel Roberts	\$ 21.86	19	\$ 22.30
Jim Volkerding	\$ 24.12	19	\$ 24.60
Mark Zindel	\$ 29.80	19	\$ 30.40
<b>Garage</b>			
Jason Campbell	\$ 24.03	16	\$ 24.51
Nolan Cook	\$ 24.48	20	\$ 28.19
Jason Green	\$ 17.78	16	\$ 18.14
Darrell Lamb	\$ 24.03	16	\$ 24.51
Darrin Sparks	\$ 24.03	16	\$ 24.51
<b>Grants</b>			
Vicki Perry	\$ 15.88	10	\$ 16.20
<b>Human Services</b>			
Jessica Anderson	\$ 15.07	6	\$ 15.37
Julie Arrowood	\$ 14.63	6	\$ 14.92
Amandy Baldwin	\$ 15.37	6	\$ 15.68
Heidi Base-Smith	\$ 16.94	7	\$ 17.28
Tracy Bentley	\$ 17.43	6	\$ 17.78
Stacie Biggs	\$ 15.37	6	\$ 15.68
Rebecca Bradley	\$ 14.63	6	\$ 14.92
Rachel Brockhuis	\$ 15.37	6	\$ 15.68
Arlene Byrd	\$ 2,200.84	A	\$ 2,244.86
Jodi Campbell	\$ 15.68	6	\$ 15.99
Travis Clark	\$ 16.46	7	\$ 16.79
Amy Cole	\$ 15.68	6	\$ 15.99
Julia Coleman	\$ 15.37	6	\$ 15.68
Dafe Corwin	\$ 13.56	2	\$ 13.83
Jamie Dick	\$ 12.43	2	\$ 12.68
Laura Dickey	\$ 18.67	9	\$ 19.04
Chelsea Dye	\$ 18.95	6	\$ 19.33
Terry Finamore	\$ 16.95	6	\$ 17.29
Jennifer Francis	\$ 12.43	2	\$ 12.68
Michelle Fullerton	\$ 15.68	6	\$ 15.99
Hollie Gordley	\$ 1,826.00	A	\$ 1,862.52
Scott McAninch	\$ 16.47	7	\$ 16.80
Michelle McIntyre	\$ 16.95	6	\$ 17.29
Titania Merchant	\$ 15.37	6	\$ 15.68
Stacey Newdigate	\$ 23.64	13	\$ 24.11
Cathy Oeder	\$ 16.15	7	\$ 16.47
Shannon Oxley	\$ 12.43	2	\$ 12.68
Jennifer Parrett	\$ 15.51	6	\$ 15.82
Jacqueline Pettis	\$ 15.68	6	\$ 15.99
James Ryan	\$ 20.35	10	\$ 21.16
Nakita Sanders	\$ 15.07	6	\$ 15.37
Ashley Schmitz	\$ 16.47	7	\$ 16.80
John Seibert II	\$ 15.68	6	\$ 15.99
Alison Smith	\$ 15.07	6	\$ 15.37
Sarah Smith	\$ 15.68	6	\$ 15.99
Ryanne Sorrell	\$ 15.37	6	\$ 15.68
Kaylie Strickland	\$ 15.37	6	\$ 15.68
Theresa Turner	\$ 16.62	6	\$ 16.95
Lisa Walton	\$ 1,899.77	A	\$ 1,937.77

\* Denotes Part-Time

Cynthia West	\$ 18.73	6	\$ 19.10
Courtney Wilson	\$ 18.06	7	\$ 18.42
<b>Economic Developemnt</b>			
Brian Beaudry	\$ 1,487.65	A	\$ 1,517.40
Rebekah Brigano	\$ 15.25	13	\$ 15.56
<b>Emergency Services</b>			
Melissa Abrams	\$ 19.09	18	\$ 19.47
Jonathan Bright	\$ 28.18	17	\$ 28.74
Chris Dill	\$ 28.18	17	\$ 28.74
David Griffin	\$ 28.18	17	\$ 28.74
Samantha Hall	\$ 29.59	21	\$ 30.18
Lesli Holt	\$ 20.81	17	\$ 22.27
Brian Holtel	\$ 28.18	17	\$ 28.74
Ron Kronenberger	\$ 28.18	17	\$ 28.74
Jesse Madden	\$ 2,592.80	B	\$ 2,644.66
Nancy Machulskiy	\$ 29.59	21	\$ 30.18
David Wood	\$ 17.02	15	\$ 17.36
<b>Ohioeansjobs</b>			
Melodi Chasteen	\$ 16.20	15	\$ 16.52
Thomas Duffy	\$ 16.23	14	\$ 16.55
Samantha Gray	\$15.45	14	\$ 15.76
Lucian Hatfied	\$ 17.40	14	\$ 17.75
Joshua Hisle	\$ 15.45	14	\$ 15.76
Margarette Huddleston	\$ 13.13	7	\$ 13.39
Michael Stern	\$ 18.59	17	\$ 18.96
<b>OMB</b>			
Kimberly Berry	\$ 14.81	13	\$ 15.11
Julie Driscoll	\$ 15.57	10	\$ 15.88
*Ashley Hankey	\$ 11.44		\$ 11.67
Unika Miller	\$ 20.10	15	\$ 20.50
Marief Pesavento	\$ 12.91	10	\$ 13.17
Susan Spencer	\$ 2,400.90	B	\$ 2,448.92
Tammy Whitaker	\$ 2,520.96	B	\$ 2,571.38
<b>Solid Waste</b>			
Larry Barton	\$ 18.14	12	\$ 18.50
Ron Van Hook	\$ 18.12	12	\$ 18.48
<b>Telecommunications</b>			
Paul Bernard	\$ 2,645.87	B (21)	\$ 2,698.79
Rhonda Bernard	\$ 26.71	18	\$ 27.24
Daniel Bunning	\$ 23.00	18	\$ 23.46
Corey Burton	\$ 19.08	18	\$ 19.46
Mike Callahan	\$ 20.86	18	\$ 21.28
Jeffrey Cepen	\$ 29.81	21	\$ 30.41
Gary Estes	\$ 3,201.23	C	\$ 3,265.25
Deborah Griffith	\$ 18.11	13	\$ 18.47
Gary Hardwick	\$ 2,986.87	B (25)	\$ 3,046.61
Jimmy Hollin	\$ 19.08	18	\$ 19.46
Jessica Johnson	\$ 15.88	13	\$ 16.20
*Allison Lyons	\$ 24.59	18	\$ 25.08
Jeremiah Marcum	\$ 24.48	20	\$ 24.97
Glenn McKeehan	\$ 2,453.73	B (21)	\$ 2,502.80
Joshua Moyer	\$ 25.21	18	\$ 25.71
Don Sebastianelli	\$ 34.41	20	\$ 35.10
Becky Trovillo	\$ 13.84	10	\$ 14.12
Garrett Wilson	\$ 2,522.42	B (21)	\$ 2,572.87
<b>Water/Sewer</b>			
Seth Adams	\$ 14.81	13	\$ 15.48
Charles Allen	\$ 23.54	17	\$ 24.01
Travis Allen	\$ 19.84	15	\$ 21.45
Wyatt Allen	\$ 14.81	13	\$ 15.48
Arlis Shane Ammons	\$ 16.20	15	\$ 17.82

\* Denotes Part-Time

Brian Bailey	\$ 19.16	15	\$ 20.23
Rick Baker	\$ 19.34	17	\$ 19.73
Tiffany Barnett	\$ 14.86	12	\$ 15.16
Thomas Barnes	\$ 22.95	18	\$ 23.41
Michael Beers	\$ 17.02	15	\$ 18.70
Taylor Bishop	\$ 21.31	17	\$ 21.74
Donald Brewer	\$ 28.61	21	\$ 29.90
James Brewer	\$ 18.24	15	\$ 20.00
Shawn Brinson	\$ 14.86	12	\$ 15.16
Jacque Brody	\$ 2,400.92	B	\$ 2,448.94
Lori Buckler	\$ 21.38	17	\$ 23.50
Jeffrey Byrd	\$ 2,774.40	B (23)	\$ 2,829.89
George Campbell	\$ 18.06	12	\$ 18.42
Kenneth Cole	\$ 16.49	12	\$ 17.23
Jon Collins	\$ 30.60	19	\$ 31.21
Kevin Curran	\$ 21.33	17	\$ 22.29
Brendan Czinege	\$ 14.81	13	\$ 15.48
Connor Davis	\$ 24.97	20	\$ 25.47
Jason Faulkner	\$ 20.78	15	\$ 21.20
Amy Fox	\$ 17.78	13	\$ 18.14
Craig Gabbard	\$ 27.54	20	\$ 28.09
Jeff Garland	\$ 30.17	20	\$ 30.77
Michael Gates	\$ 18.59	17	\$ 21.45
Kathryn Gilbert	\$ 1,939.57	B	\$ 1,978.36
Laura Gray	\$ 27.54	19	\$ 28.09
Eugene Gutermuth II	\$ 18.72	13	\$ 19.09
Eric Haddix	\$ 32.59	20	\$ 33.24
Ila Hartrum	\$ 14.14	12	\$ 14.42
Darrell Helton	\$ 23.76	17	\$ 24.83
Amy Hensley	\$ 17.88	13	\$ 18.24
Alexander Hobbs	\$ 18.59	17	\$ 19.43
Doug Ingram Jr.	\$ 20.53	15	\$ 21.45
Tal Jernigan	\$ 18.64	15	\$ 19.01
Doyle Johnson	\$ 27.41	19	\$ 27.96
Mike Jones	\$ 27.54	20	\$ 28.09
John Kendrick	\$ 19.15	17	\$ 21.31
Darlene Labarowski	\$ 14.86	12	\$ 15.16
Mike Lamb	\$ 18.86	13	\$ 19.24
Robert Leak	\$ 17.26	13	\$ 17.61
Janet Lundy	\$ 17.95	12	\$ 18.31
Ken Malicote	\$ 20.47	15	\$ 21.60
Shawn Martin	\$ 18.00	15	\$ 18.36
John McIntosh	\$ 19.73	17	\$ 21.31
Andrew Napier	\$ 14.81	17	\$ 15.48
Roy Noe	\$ 21.74	17	\$ 22.72
Frank Osborn	\$ 23.93	19	\$ 25.01
Adam Osterday	\$ 24.97	20	\$ 25.47
Ryan Powell	\$ 16.66	15	\$ 17.41
Brent Powell	\$ 15.56	13	\$ 16.26
Claude Powers	\$ 18.86	15	\$ 19.24
Angela Tipton	\$ 24.05	19	\$ 24.53
Edward Turner	\$ 30.17	20	\$ 30.77
Theresa Reier	\$ 2,203.20	A (18)	\$ 2,247.26
Christopher Rose	\$ 17.02	15	\$ 18.35
Robert Ruffner	\$ 18.59	17	\$ 21.45
Lisa Shutts	\$ 20.73	15	\$ 21.14
John Sibcy	\$ 20.60	17	\$ 21.01
Jason Sorrell	\$ 2,628.47	B (23)	\$ 2,681.04
Greg Squire	\$ 2,774.40	B (23)	\$ 2,829.89
Jason Strickland	\$ 16.20	15	\$ 18.16
Charlie Walker	\$ 16.20	15	\$ 17.82
John Ware	\$ 2,774.40	B (23)	\$ 2,829.89
Christopher Wojnicz	\$ 3,530.77	C	\$ 3,601.39
Nicholas Zimmerman	\$ 20.15	17	\$ 20.55

# Resolution

Number 18-2008

Adopted Date December 18, 2018

APPROVE SALARY ADJUSTMENTS FOR DEPARTMENT HEADS UNDER THE WARREN COUNTY BOARD OF COMMISSIONERS

WHEREAS, the Board of Commissioners wish to adjust the bi-weekly salary of their department heads; and


NOW THEREFORE BE IT RESOLVED, to adjust the bi-weekly salary of the following department heads, effective pay period beginning January 5, 2019; as reflected in the attached schedule

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file) Building/Zoning(file) OMB (file)  
Garage (file) Commissioners file OhioMeansJobs (file)  
Telecom (file) Water/Sewer (file) T. Zindel  
Dog/Kennel (file) Human Serv. (file) Sue Spencer  
Economic Dev. (file) Children Services (file) Emergency Services (file)  
Grants (file) Solid Waste (file) All personnel files

Department Heads		2018 Wage	2019 wage
County Administrator	Tiffany Zindel	\$ 4,801.84	\$ 4,897.88
Deputy County Administrator	Martin Russell	\$ 3,801.47	\$ 3,877.50
Facilities Management	Trevor Hearn	\$ 2,687.31	\$ 2,884.62
Building/Zoning	Jerry Spurling	\$ 3,198.94	\$ 3,262.92
Commissioners	Tina Osborne	\$ 2,807.35	\$ 2,863.50
Economic Development	Matt Schnipke	\$ 2,769.23	\$ 2,824.61
Emergency Serv.	Melissa Bour	\$ 2,884.62	\$ 2,942.31
Dog & Kennel	Nathan Harper	\$ 2,000.77	\$ 2,040.79
Telecom.	Paul Kindell	\$ 4,124.64	\$ 4,207.13
Water and Sewer	Chris Brausch	\$ 4,019.67	\$ 4,100.06
Garage	Andy Russell	\$ 3,020.77	\$ 3,081.19
Human Services	Lauren Cavanaugh	\$ 3,001.16	\$ 3,061.18
OhioMeansJobs	Matt Fetty	\$ 2,020.39	\$ 2,060.80
Children Services	Susan Walther	\$ 2,942.31	\$ 3,001.16
Prgram Mgr. SW & Grants	Susanne Mason	\$ 2,200.84	\$ 2,244.86

# Resolution

Number 18-2009

Adopted Date December 18, 2018

APPROVE SALARY INCREASES RELATIVE TO EMERGENCY COMMUNICATIONS  
OPERATORS AND CALL TAKERS WITHIN THE EMERGENCY SERVICES  
DEPARTMENT

WHEREAS, the contract for the Warren County Dispatch Association stipulates a two percent (2% ) pay increase for Emergency Communications Operators and Call Takers to be effective on the first day of the first pay period following January 1, 2019; and

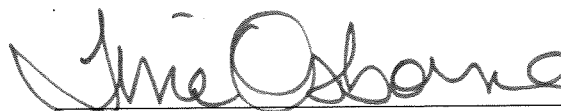
BE IT RESOLVED, to approve salary increases to each Emergency Communications Operator and Call Takers effective pay period beginning January 3, 2019 as reflected in the attached schedule.

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (File)  
Personnel Files  
OMB – S. Spencer



Emergency Communications Operators/Calltakers			
	2018 Wage		2019 Wage
Robert Anson	\$ 25.10	Contract	\$ 25.60
Amberlee Applegate	\$ 18.84	Contract	\$ 19.22
Hannah Banks	\$ 18.84	Contract	\$ 19.22
Joey Bishop	\$ 25.10	Contract	\$ 25.60
Chris Carr	\$ 25.10	Contract	\$ 25.60
Carman Carson	\$ 25.10	Contract	\$ 25.60
Tonya Cornett	\$ 28.18	Contract	\$ 28.74
Virgina Couch	\$ 17.58	Contract	\$ 17.93
Michelle Cramer	\$ 17.58	Contract	\$ 17.93
Cortescia Davis	\$ 18.84	Contract	\$ 19.22
Shelby Davis	\$ 18.84	Contract	\$ 19.22
Brad Edrington	\$ 25.10	Contract	\$ 25.60
Andrew Farlaino	\$ 25.10	Contract	\$ 25.60
Kelly Fiebig	\$ 25.10	Contract	\$ 25.60
Keith Fudge	\$ 25.10	Contract	\$ 25.60
Cassy Gatio	\$ 25.10	Contract	\$ 25.60
Andrew Jackson	\$ 18.84	Contract	\$ 19.22
April Kennard	\$ 25.10	Contract	\$ 25.60
Samuel Lemaster	\$ 18.84	Contract	\$ 19.22
Brittany Metheny	\$ 17.58	Contract	\$ 17.93
Kristen Miller	\$ 17.58	Contract	\$ 17.93
Sarah Oliver	\$ 18.84	Contract	\$ 19.22
Robert Plummer	\$ 25.10	Contract	\$ 25.60
Ashlee Rector	\$ 25.10	Contract	\$ 25.60
Emmaline Ritchie	\$ 18.84	Contract	\$ 19.22
Dennis Rutter	\$ 25.10	Contract	\$ 25.60
Stacy Ryan	\$ 23.84	Contract	\$ 24.32
David Sauer	\$ 17.58	Contract	\$ 17.93
Douglas Short	\$ 25.10	Contract	\$ 25.60
Richard Slusher	\$ 17.58	Contract	\$ 17.93
Emily Smitley	\$ 21.35	Contract	\$ 21.78
Tramel Waddell	\$ 25.10	Contract	\$ 25.60
Lorie Watson	\$ 23.84	Contract	\$ 24.32
Michael Wiggins	\$ 25.10	Contract	\$ 25.60

# Resolution

Number 18-2010

Adopted Date December 18, 2018

## AMEND PAY SCHEDULE RELATIVE TO THE WARREN COUNTY COMMISSIONERS COMPENSATION PLAN

BE IT RESOLVED, to increase the minimum and maximum wage rates for each pay range for the pay schedule relative to the Warren County Commissioner Compensation Plan; as attached hereto and made a part hereof effective pay period starting January 5, 2019.

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Classification/Compensation Plan file      Dog and Kennel (file)  
OMJ (file)      Facilities Management (file)  
Emergency Services (file)      Water and Sewer (file)  
Commissioners file      Garage (file)  
Telecommunications (file)      Solid Waste (file)  
Building and Zoning (file)      Grants (file)  
OMB (Sue Spencer)      Economic Development (file)

2019				
COMMISSIONER DEPARTMENTS				
COMPENSATION SCHEDULE "A"				
EXEMPT (SALARIED PERSONNEL)				
PAY RANGE		MINIMUM		MAXIMUM
A	13-19	\$31,399.52		\$65,655.53
B	20-26	\$43,086.74		\$82,775.05
C	Dept. Heads			Discretionary
COMPENSTATION SCHEDULE "B"				
NON-EXEMPT (HOURLY PERSONNEL)				
PAY RANGE		MINIMUM		MAXIMUM
1		\$10.36		\$15.47
2		\$10.58		\$15.88
3		\$10.77		\$16.25
4		\$11.00		\$16.72
5		\$11.17		\$17.10
6		\$11.37		\$17.56
7		\$11.55		\$17.96
8		\$12.09		\$18.78
9		\$12.62		\$19.66
10		\$13.17		\$20.57
11		\$13.77		\$21.56
12		\$14.42		\$22.53
13		\$15.11		\$23.57
14		\$15.76		\$24.69
15		\$16.52		\$25.87
16		\$17.23		\$27.04
17		\$18.05		\$28.30
18		\$18.90		\$30.52
19		\$19.78		\$31.66
20		\$20.72		\$33.17
21		\$21.71		\$34.40
22		\$22.75		\$35.66
23		\$23.84		\$36.91
24		\$24.98		\$38.17
25		\$26.16		\$39.42
26		\$27.44		\$40.67
pay scale for year 2019				

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 18-2011

Adopted Date December 18, 2018

AMEND PAY SCHEDULE RELATIVE TO THE WARREN COUNTY JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

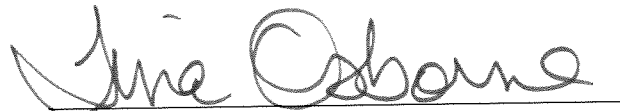
BE IT RESOLVED, to increase the minimum and maximum wage rates for each pay range for the pay schedule relative to the Warren County Job and Family Services, Human Services Division; as attached hereto and made a part hereof effective pay period starting January 5, 2019.

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

HR

cc: Classification/Compensation Plan file  
Human Services (file)  
OMB (Sue Spencer)

2019			
	DEPARTMENT OF HUMAN SERVICES		
	COMPENSATION SCHEDULE "A"		
	EXEMPT (SALARIED PERSONNEL)		
PAY RANGE	MINIMUM		MAXIMUM
A	\$37,778.30		\$81,510.28
B	DEPARTMENT HEAD - DISCRETIONARY		
PAY RANGE	MINIMUM		MAXIMUM
1	\$12.16		\$17.77
2	\$12.68		\$18.55
3	\$12.92		\$18.80
4	\$13.49		\$19.69
5	\$14.19		\$20.74
6	\$14.92		\$22.25
7	\$15.98		\$24.19
8	\$16.92		\$26.41
9	\$18.13		\$28.86
10	\$19.76		\$32.16
11	\$21.60		\$35.24
12	\$22.93		\$39.38
13	\$25.11		\$43.20
pay scale for Human Services Year 2019			

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 18-2012

Adopted Date December 18, 2018

AMEND PAY SCHEDULE RELATIVE TO THE WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to increase the minimum and maximum wage rates for each pay range for the pay schedule relative to the Warren County Job and Family Services, Children Services Division; as attached hereto and made a part hereof effective pay period starting January 5, 2019.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Classification/Compensation Plan file  
Children Services (file)  
OMB (Sue Spencer)

2019	DEPARTMENT OF CHILDREN SERVICES		
	COMPENSATION SCHEDULE "A"		
	EXEMPT (SALARIED PERSONNEL)		
PAY RANGE	MINIMUM		MAXIMUM
A	\$40,471.92		\$87,322.04
B	DEPARTMENT HEAD - DISCRETIONARY		
PAY RANGE	MINIMUM		MAXIMUM
1	\$13.04		\$18.49
2	\$13.59		\$19.30
3	\$13.85		\$19.55
4	\$14.46		\$20.49
5	\$15.21		\$21.56
6	\$15.98		\$23.27
7	\$16.93		\$25.16
8	\$18.13		\$27.47
9	\$19.45		\$30.03
10	\$21.17		\$33.43
11	\$23.12		\$36.63
12	\$24.56		\$40.94
13	\$26.93		\$44.93
14	\$28.53		\$47.62
15	\$30.23		\$49.70
pay scale for Children Services Year 2019			

# Resolution

Number 18-2013

Adopted Date December 18, 2018

AMEND CLASSIFICATION SPECIFICATION OF DEPUTY DOG WARDEN WITHIN WARREN COUNTY DOG AND KENNEL

WHEREAS, this Board has adopted a Classification/Compensation Plan in an effort to ensure fair and equitable compensation to individuals employed by Warren County; and

WHEREAS, the Dog Warden and Human Resources Manager has reviewed the classification specification of Deputy Dog Warden and has requested that said classification specification be amended due to refactoring by changing the pay grade to Pay Grade #7 due to refactoring; and

WHEREAS, it is necessary to amend the Classification/Compensation Plan to allow for the incorporation of the amended classification specification and associated pay range assignment; and

NOW THEREFORE BE IT RESOLVED; to amend the classification specification of Deputy Dog Warden, as attached hereto and made a part hereof, and to assign to said classification specification Pay Range #13; and

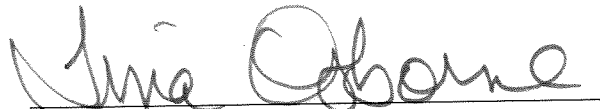
BE IT FURTHER RESOLVED, to amend the Warren County Classification/Compensation Plan and incorporate therein the amended classification specifications of Deputy Dog Warden.

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Classification/Compensation file  
Dog and Kennel(file)  
OMB –Sue Spencer



CLASSIFICATION SPECIFICATION  
WARREN COUNTY BOARD OF COMMISSIONERS

An Equal Opportunity Employer

Page 1 of 2

TITLE: Deputy Dog Warden  
CLASS NUMBER: 0712081201  
PAY RANGE: 13

**JOB RESPONSIBILITIES:** Performs other duties as required.

Under general supervision, patrols county and enforces State and Local dog control laws; investigates bite cases and animal claims, assists the general public, performs other related duties as required.

**QUALIFICATIONS:** Any combination of training and work experience which indicates possession of the skills, knowledge, and abilities listed below. An example of an acceptable qualification for this position is:

One (1) year experience in working with animals; demonstrate ability to work in hazardous situations; skills in animal restraint equipment, valid State of Ohio driver's license; must be able to meet bonding requirement or equivalent combinations of training and/or experience.

**ILLUSTRATIVE DUTIES:** The duties listed below are intended to depict tasks performed by this classification.

1. Patrols county and enforces statutes governing licensing and regulation of dogs with owners, (e.g., conducts license checks during complaint calls, warns owners found in violation, issues citations, seizes and impounds dogs, etc.); appears in court as subpoenaed.
2. Prepares and files charges with the courts and is present for court hearings, investigates dog bites cases in conjunction with County Board of Health.
3. Garnishes dogs; handle all wild animal bite cases; investigates claims for damage to animals (fowl, sheep, calves, etc.), determines if damage is done by dogs and sets box traps if needed.
4. Receives and responds to telephone and emergency complaints; operates base radio to receive and transmit messages.
5. Sells dog licenses.
6. May perform minor repairs on dog run or shelter exterior; assists Human Association with cruelty and abandonment charges; destroys dogs as required.
7. Have twenty-four (24) hour on-call responsibilities on a rotating basis.

CLASSIFICATION SPECIFICATION  
WARREN COUNTY BOARD OF COMMISSIONERS

An Equal Opportunity Employer

Page 2 of 2

TITLE: Deputy Dog Warden  
CLASS NUMBER: 0712081201  
PAY RANGE: 13

**KNOWLEDGE, SKILLS AND ABILITIES:** Necessary to perform duties.

Knowledge of: State and local dog control laws, methods and equipment utilized in capturing stray dogs, canine behavior, office practices and procedures; disinfection and kennel maintenance methods and procedures, minor repair procedures and practices, animal anesthesia.

Ability to: recognize unusual or threatening conditions and take appropriate action. Communicate effectively, complete routine forms, work with animals and recognize different breeds of dogs, resolve complaints from angry citizens, add, subtract, multiply and divide whole numbers; carry out detailed but basic instructions, maintain accurate records.

Skill in: operating base radio; hand held power tools.

WARREN COUNTY

CLASSIFICATION POINT FACTOR ASSIGNMENT

POSITION CLASSIFICATION TITLE: DEPUTY DOG WARDEN

	<u>FACTOR</u>	<u>DEGREE</u>	<u>POINTS</u>
#1	Degree of Supervision Exercised	C	67
#2	Knowledge Required	B	68
#3	Work Policies and Methods	C	67
#4	Work Structure and Independence of Action	C	101
#5	Responsibility for Assets	C	45
#6	Responsibility for Safety of Others	D	68
#7	Responsibility for Completing Records and Reports	B	36
#8	Personal Contacts	E	38
#9	Work Environment and Physical Demands	B	23
	TOTAL POINT FACTOR ASSIGNMENT		<u>513</u>
	RANGE		#13

# Resolution

Number 18-2014

Adopted Date December 18, 2018

ADOPT CLASSIFICATION SPECIFICATIONS AND POINT FACTOR ASSIGNMENTS OF DEPUTY DOG WARDEN II WITHIN THE WARREN COUNTY DOG AND KENNEL

WHEREAS, this Board has adopted a Classification/Compensation Plan in an effort to ensure fair and equitable compensation to individuals employed by Warren County; and

WHEREAS, the Dog Warden has requested that the position of Deputy Dog Warden II be created within the Warren County Dog and Kennel; and

WHEREAS, it is necessary to amend the Classification/Compensation Plan to allow for the incorporation of the newly created classification specification and associated pay range assignment; and

NOW THEREFORE BE IT RESOLVED; to create the classification specification of Deputy Dog Warden II, as attached hereto and made a part hereof, and to assign to said classification specification the pay range assignment of #15 (561 total points), as determined by the Warren County Classification/Compensation Advisory Board; and

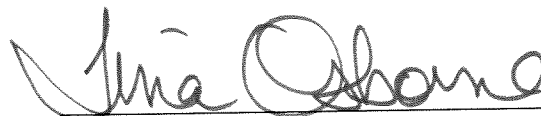
BE IT FURTHER RESOLVED, to amend the Warren County Classification/Compensation Plan and incorporate therein the classification specifications of Deputy Dog Warden II effective upon adoption of this resolution.

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Classification/Compensation file  
Dog and Kennel (file)  
OMB -Sue Spencer

**CLASSIFICATION SPECIFICATION**  
**WARREN COUNTY BOARD OF COMMISSIONERS**  
An Equal Opportunity Employer

Page 1 of 3

TITLE: Deputy Dog Warden II

PAY RANGE: 15

**JOB RESPONSIBILITIES:** Performs other duties as required.

Under general supervision, patrols county and enforces State and local dog control laws; investigates bite cases and animal claims, assists the general public, performs other related duties as required.

**QUALIFICATIONS:** Any combination of training and work experience which indicates possession of the skills, knowledge, and abilities listed below. An example of an acceptable qualification for this position is:

Completion of two (2) years of employment within the Warren County Dog and Kennel; demonstrate ability to work in hazardous situations; skills in animal restraint equipment; must be able to meet bonding requirement or equivalent combinations of training and/or experience.

Certified Euthanasia Technician\*  
ASP & Chemical Security Repellent Certification\*  
Available Animal Control Training/Certification

**ILLUSTRATIVE DUTIES:** The duties listed below are intended to depict tasks performed by this classification.

1. Enforces laws per the Ohio Revised Code.
2. Investigates all animal bite cases, animal and coyote claims on livestock, and recommends restitution.
3. Cooperates with other agencies and offices in the investigation and prosecution of offenses (e.g., prosecutor's office, local law enforcement agencies, the Humane Association, etc.)
4. Captures, handles and transports: injured orphaned, nuisance and sick animals.
5. Works in High Risk environments: assist in serving warrants, assist Drug Task Force, assist public with animals during or in the aftermath of severe weather conditions.
6. Euthanize Animals (certification required)
7. Handles felony and misdemeanor cases and consults with the Prosecutor's Office regarding the filing of charges.

CLASSIFICATION SPECIFICATION  
WARREN COUNTY BOARD OF COMMISSIONERS  
An Equal Opportunity Employer

Page 2 of 3

TITLE: Deputy Dog Warden II

PAY RANGE: 15

8. Handles humane calls to check on the well being of animals as sworn-in Humane Officer and files charges when applicable.
9. Investigates, gathers evidence, files charges and presents cruelty cases as Dog Warden.
10. Accesses work site by what ever means necessary to fulfill the task at hand, (e.g. walking, running, jumping, crawling, climbing stooping, etc.)
11. Uses and operates various job-related equipment (e.g. patrol vehicle, approved animal restraint devices, ASP (straight baton), chemical security repellent, humane traps, etc.)
12. Lifts and moves animals and equipment that weigh up to, and possibly exceed 100 pounds.
13. Have twenty four (24) hour on-call responsibilities.
14. Issues Citations in accordance with the Ohio Revised Code.
15. Compiles information on suspects.
16. Interviews victims, suspects and witnesses.
17. Assist other agencies as needed at crime scenes, vehicle accidents, emergencies, etc...
18. Completes all required reports accurately and in a timely manner.
19. Obtains and demonstrates knowledge of current developments in assigned field to maintain competency in job duties (e.g., attends meetings, attends training, re-qualification with assigned weapons, etc.)
20. Receives messages, provides general information and transmits messages to appropriate personnel.
21. Perform clerical functions (e.g., files, retrieves documents, copies, collates materials, etc.)
22. Operates office equipment (e.g., computer, copier, fax, etc..)
23. Prepares standard forms to be used in the field and in the office.

CLASSIFICATION SPECIFICATION  
WARREN COUNTY BOARD OF COMMISSIONERS  
An Equal Opportunity Employer

Page 3 of 3

TITLE: Deputy Dog Warden II

PAY RANGE: 15

24. Prepares and maintains records, reports and other documentation.
25. Maintains a valid Ohio driver's license.
26. Follows all safety and health practices of the Warren County Board of Commissioners as described in the attached addendum.

KNOWLEDGE, SKILLS AND ABILITIES: Necessary to perform duties.

Knowledge of: State and local dog control laws; methods and equipment utilized in capturing stray dogs; canine behavior; office practices and procedures; disinfection and kennel maintenance methods and procedures; minor repair procedures; animal euthanasia.

Ability to: recognize unusual or threatening conditions and take appropriate action; communicate effectively; complete routine forms; work with animals and recognize different breeds of dogs; resolve complaints from angry citizens; calculate numbers; carry out detailed but basic instructions; maintain accurate records; handle mentally and physically the destroying of dogs; handle distasteful situations.

Skill in: radio communication, animal restraint equipment, communicating with the public in a professional manor, the use of various traps.

WARREN COUNTY

CLASSIFICATION POINT FACTOR ASSIGNMENT

POSITION CLASSIFICATION TITLE: DEPUTY DOG WARDEN II

	<u>FACTOR</u>	<u>DEGREE</u>	<u>POINTS</u>
#1	Degree of Supervision Exercised	C	67
#2	Knowledge Required	C	101
#3	Work Policies and Methods	C	67
#4	Work Structure and Independence of Action	C	101
#5	Responsibility for Assets	D	60
#6	Responsibility for Safety of Others	D	68
#7	Responsibility for Completing Records and Reports	B	36
#8	Personal Contacts	E	38
#9	Work Environment and Physical Demands	B	23
	TOTAL POINT FACTOR ASSIGNMENT		<u>561</u>
	RANGE		#15



# Resolution

Number 18-2015

Adopted Date December 18, 2018

ADOPT CLASSIFICATION SPECIFICATIONS AND POINT FACTOR ASSIGNMENTS OF DEPUTY DOG WARDEN III WITHIN THE WARREN COUNTY DOG AND KENNEL

WHEREAS, this Board has adopted a Classification/Compensation Plan in an effort to ensure fair and equitable compensation to individuals employed by Warren County; and

WHEREAS, the Dog Warden has requested that the position of Deputy Dog Warden III be created within the Warren County Dog and Kennel; and

WHEREAS, it is necessary to amend the Classification/Compensation Plan to allow for the incorporation of the newly created classification specification and associated pay range assignment; and

NOW THEREFORE BE IT RESOLVED; to create the classification specification of Deputy Dog Warden III, as attached hereto and made a part hereof, and to assign to said classification specification the pay range assignment of #18 (642 total points), as determined by the Warren County Classification/Compensation Advisory Board; and

BE IT FURTHER RESOLVED, to amend the Warren County Classification/Compensation Plan and incorporate therein the classification specifications of Deputy Dog Warden III effective upon adoption of this resolution.

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Classification/Compensation file  
Dog and Kennel (file)  
OMB -Sue Spencer

CLASSIFICATION SPECIFICATION  
WARREN COUNTY BOARD OF COMMISSIONERS  
An Equal Opportunity Employer

Page 1 of 3

TITLE: Deputy Dog Warden III

PAY RANGE: 18

**JOB RESPONSIBILITIES:** Performs other duties as required.

Under general supervision, patrols county and enforces State and local dog control laws; investigates bite cases and animal claims, assists the Dog Warden in the supervision of projects, activities, programs and personnel within the department; In the absence of the Director, will be assume the role and responsibilities of department head; performs other related duties as required.

**QUALIFICATIONS:** Any combination of training and work experience which indicates possession of the skills, knowledge, and abilities listed below. An example of an acceptable qualification for this position is:

Completion of five (5) years of employment within the Warren County Dog and Kennel; demonstrate ability to work in hazardous situations; skills in animal restraint equipment; must be able to meet bonding requirement or equivalent combinations of training and/or experience.

Certified Euthanasia Technician\*  
ASP & Chemical Security Repellent Certification\*  
Available Animal Control Training/Certification

**ILLUSTRATIVE DUTIES:** The duties listed below are intended to depict tasks performed by this classification.

1. Enforces laws per the Ohio Revised Code.
2. Investigates all animal bite cases, animal and coyote claims on livestock, and recommends restitution.
3. Cooperates with other agencies and offices in the investigation and prosecution of offenses (e.g., prosecutor's office, local law enforcement agencies, the Humane Association, etc.)
4. Captures, handles and transports: injured orphaned, nuisance and sick animals.
5. Works in High Risk environments: assist in serving warrants, assist Drug Task Force, assist public with animals during or in the after math of severe weather conditions.
6. Euthanize Animals (certification required)
7. Handles felony and misdemeanor cases and consults with the Prosecutor's Office regarding the filing of charges.

CLASSIFICATION SPECIFICATION  
WARREN COUNTY BOARD OF COMMISSIONERS  
An Equal Opportunity Employer

Page 2 of 3

TITLE: Deputy Dog Warden III

PAY RANGE: 18

8. Handles humane calls to check on the well being of animals as sworn-in Humane Officer and files charges when applicable.
9. Investigates, gathers evidence, files charges and presents cruelty cases as Dog Warden.
10. Accesses work site by whatever means necessary to fulfill the task at hand, (e.g. walking, running, jumping, crawling, climbing stooping, etc.)
11. Uses and operates various job-related equipment (e.g. patrol vehicle, approved animal restraint devices, ASP (straight baton), chemical security repellent, humane traps, etc.)
12. Lifts and moves animals and equipment that weigh up to, and possibly exceed 100 pounds.
13. Have twenty four (24) hour on-call responsibilities.
14. Issues Citations in accordance with the Ohio Revised Code.
15. Compiles information on suspects.
16. Interviews victims, suspects and witnesses.
17. Assist other agencies as needed at crime scenes, vehicle accidents, emergencies, etc...
18. Completes all required reports accurately and in a timely manner.
19. Obtains and demonstrates knowledge of current developments in assigned field to maintain competency in job duties (e.g., attends meetings, attends training, re-qualification with assigned weapons, etc.)
20. Receives messages, provides general information and transmits messages to appropriate personnel.
21. Perform clerical functions (e.g., files, retrieves documents, copies, collates materials, etc.)
22. Operates office equipment (e.g., computer, copier, fax, etc..)
23. Prepares standard forms to be used in the field and in the office.

CLASSIFICATION SPECIFICATION  
WARREN COUNTY BOARD OF COMMISSIONERS

An Equal Opportunity Employer

Page 3 of 3

TITLE: Deputy Dog Warden III

PAY RANGE: 18

24. Prepares and maintains records, reports and other documentation.
25. Maintains a valid Ohio driver's license.
26. Follows all safety and health practices of the Warren County Board of Commissioners as described in the attached addendum.

**KNOWLEDGE, SKILLS AND ABILITIES:** Necessary to perform duties.

Knowledge of: State and local dog control laws; methods and equipment utilized in capturing stray dogs; canine behavior; office practices and procedures; disinfection and kennel maintenance methods and procedures; minor repair procedures; animal euthanasia.

Ability to: recognize unusual or threatening conditions and take appropriate action; communicate effectively; complete routine forms; work with animals and recognize different breeds of dogs; resolve complaints from angry citizens; calculate numbers; carry out detailed but basic instructions; maintain accurate records; handle mentally and physically the destroying of dogs; handle distasteful situations.

Skill in: radio communication, animal restraint equipment, communicating with the public in a professional manor, the use of various traps.

WARREN COUNTY

CLASSIFICATION POINT FACTOR ASSIGNMENT

POSITION CLASSIFICATION TITLE: DEPUTY DOG WARDEN III

	<u>FACTOR</u>	<u>DEGREE</u>	<u>POINTS</u>
#1	Degree of Supervision Exercised	C	67
#2	Knowledge Required	C	101
#3	Work Policies and Methods	D	90
#4	Work Structure and Independence of Action	C	101
#5	Responsibility for Assets	D	60
#6	Responsibility for Safety of Others	E	90
#7	Responsibility for Completing Records and Reports	D	72
#8	Personal Contacts	E	38
#9	Work Environment and Physical Demands	B	23
	TOTAL POINT FACTOR ASSIGNMENT		<u>642</u>
	RANGE		#18

# Resolution

Number 18-2016

Adopted Date December 18, 2018

APPROVE PAY INCREASES FOR VARIOUS EMPLOYEES WITHIN WARREN COUNTY  
DOG AND KENNEL

WHEREAS, the Classification Specification for Deputy Dog Warden has been amended and new Classification Specifications have been established for Deputy Dog Warden II and Deputy Dog Warden III; and

WHEREAS, with the said Classification Specification changes the Dog Warden has requested the following wage changes and reclassification to occur within the department;

Reclassification of Michael Hurst to Deputy Dog Warden III, at the wage of \$19.47 per hour;  
Wage Increase for Zach Thompson, Deputy Dog Warden I to wage \$15.56 per hour;  
Wage Increase for Scott Dunning, Deputy Dog Warden I to wage, \$15.11 per hour:

NOW THEREFORE BE IT RESOLVED, to approve the following reclassification and pay increases, effective pay period beginning January 5, 2019;


Reclassification of Michael Hurst to Deputy Dog Warden III, at the wage of \$19.47 per hour;  
Wage Increase for Zach Thompson, Deputy Dog Warden I to wage \$15.56 per hour;  
Wage Increase for Scott Dunning, Deputy Dog Warden I to wage, \$15.11 per hour.

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Dog and Kennel (file)  
Personnel files  
OMB – Sue Spencer

# Resolution

Number 18-2017

Adopted Date December 18, 2018

## AMEND CLASSIFICATION SPECIFICATION OF CUSTODIAL WORKER I WITHIN WARREN COUNTY FACILITIES MANAGEMENT

WHEREAS, this Board has adopted a Classification/Compensation Plan in an effort to ensure fair and equitable compensation to individuals employed by Warren County; and

WHEREAS, the Director of Facilities Management and the Human Resources Manager have reviewed the classification specification of Custodial Worker I and have requested that said classification specification be amended by changing the pay grade to #7 due to refactoring; and

WHEREAS, it is necessary to amend the Classification/Compensation Plan to allow for the incorporation of the amended classification specification; and

NOW THEREFORE BE IT RESOLVED; to amend the classification specification of Custodial Worker I, as attached hereto and made a part hereof and to assign to said classification specification Pay Range #7; and

BE IT FURTHER RESOLVED, to amend the Warren County Classification/Compensation Plan and incorporate therein the amended classification specifications of Custodial Worker I, effective December 18, 2018.

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Classification/Compensation file  
Facilities Management (file)  
OMB –Sue Spencer

CLASSIFICATION SPECIFICATION  
WARREN COUNTY BOARD OF COMMISSIONERS

An Equal Opportunity Employer

Page 1 of 1

TITLE: Custodial Worker I

PAY RANGE: 7

**JOB RESPONSIBILITIES:** Performs other duties as required.

Under general supervision, sweeps, mops and waxes floors; vacuums carpets; cleans and sanitizes bathrooms; washes walls, windows, woodwork, etc.; performs other related duties as required.

**QUALIFICATIONS:** Any combination of training and work experience which indicates possession of the skills, knowledge, and abilities listed below. An example of an acceptable qualification for this position is:

Training and/or experience which evidences a basic knowledge of equipment and methods used in custodial services, and/or equivalent combinations of training and/or experience.

**ILLUSTRATIVE DUTIES:** The duties listed below are intended to depict tasks performed by this classification.

1. Sweeps, dust mopes, waxes and wet mops floors; vacuums carpets and floor mats; operates buffer, vacuum, and carpet shampooer to strip, wax and buff facility floors and to clean facility carpets.
2. Cleans and sanitizes bathrooms, kitchens and other facilities; restocks restroom supplies; empties trash receptacles; arranges office furniture.
3. Washes walls, windows, woodwork, doors, mirrors, furniture, etc.; dusts and shines furniture; replaces light bulbs.
4. Ensures security of building and surrounding parking area, (e.g., checks doors, windows and electrical equipment); reports unusual and hazard conditions to the proper authority.
5. Maintains outside entrance areas; sweeps, removes snow and salts walkways, steps, etc.

**KNOWLEDGE, SKILLS AND ABILITIES:** Necessary to perform duties.

Knowledge of (a) equipment commonly used in custodial services, (b) methods used in custodial services, (c) materials used in custodial services, (d) safety practices and procedures; ability to (e) follow instructions, (f) perform routine manual tasks.

Knowledge of (d), (g) security procedures and practices; ability to (e), (f), (h) recognize unusual or threatening situations and take appropriate action.



WARREN COUNTY

CLASSIFICATION POINT FACTOR ASSIGNMENT

POSITION CLASSIFICATION TITLE: CUSTODIAL WORKER I

	<u>FACTOR</u>	<u>DEGREE</u>	<u>POINTS</u>
#1	Degree of Supervision Exercised	B	45
#2	Knowledge Required	A	34
#3	Work Policies and Methods	B	45
#4	Work Structure and Independence of Action	B	68
#5	Responsibility for Assets	C	45
#6	Responsibility for Safety of Others	C	45
#7	Responsibility for Completing Records and Reports	B	36
#8	Personal Contacts	C	23
#9	Work Environment and Physical Demands	B	23
	TOTAL POINT FACTOR ASSIGNMENT		<u>364</u>
	RANGE		#7

# Resolution

Number 18-2018

Adopted Date December 18, 2018

## AMEND CLASSIFICATION SPECIFICATION OF CUSTODIAL WORKER II WITHIN WARREN COUNTY FACILITIES MANAGEMENT

WHEREAS, this Board has adopted a Classification/Compensation Plan in an effort to ensure fair and equitable compensation to individuals employed by Warren County; and

WHEREAS, the Director of Facilities Management and the Human Resources Manager have reviewed the classification specification of Custodial Worker II and have requested that said classification specification be amended by changing the pay grade to #9 due to refactoring; and

WHEREAS, it is necessary to amend the Classification/Compensation Plan to allow for the incorporation of the amended classification specification; and

NOW THEREFORE BE IT RESOLVED; to amend the classification specification of Custodial Worker II, as attached hereto and made a part hereof and to assign to said classification specification Pay Range #9; and


BE IT FURTHER RESOLVED, to amend the Warren County Classification/Compensation Plan and incorporate therein the amended classification specifications of Custodial Worker II, effective December 18, 2018.

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

HR

cc: Classification/Compensation file  
Facilities Management (file)  
OMB –Sue Spencer

CLASSIFICATION SPECIFICATION  
WARREN COUNTY BOARD OF COMMISSIONERS

An Equal Opportunity Employer

Page\_1of2

TITLE: Custodial Worker II

CLASS NUMBER: 0313130602

PAY RANGE: #9

**JOB RESPONSIBILITIES:** Under general supervision, sweeps, mops and waxes floors; Performs other duties as required. vacuum carpets; cleans and sanitizes bathrooms; washes walls, windows, woodwork, etc. Inspects and reports any building deficiencies to maintenance for repair. May provide routine functional supervision of Custodial Worker I, trustee inmate work details, and any other temporary and/or seasonal workers as may be assigned. Performs other related duties as may be required.

**QUALIFICATIONS:** Any combination of training and work experience which indicates possession of the skills, knowledge, and abilities listed below. An example of an acceptable qualification for this position is:

Any combination of training and work experience which indicates possession of advanced knowledge of the abilities and skills listed above. Training and/or work experience should include a minimum of (4) years in custodial services or similar related trades. Should be able to function as a journeyman within the custodial field. Must possess and maintain a valid Ohio Driver's License. Any certificates of training or continuing education in this field will be helpful but not required.

**ILLUSTRATIVE DUTIES:** The duties listed below are intended to depict tasks performed by this classification.

1. Sweeps, dusts mops, waxes and wet mops floors.
2. Vacuum carpets and floor mats.
3. Operates buffers, floor machines, vacuum and carpet shampooer.
4. Strips, waxes, buffs facility floors and shampoos carpets.
5. Cleans and sanitizes bathroom, kitchens and other facilities.
6. Restocks restroom supplies.
7. Empties trash receptacles weighing up to fifty (50) pounds.
8. Arranges and rearranges office furniture.
9. Washes wall, windows, woodwork, doors, mirrors, furniture, etc.
10. Dusts and shines furniture.

CLASSIFICATION SPECIFICATION  
WARREN COUNTY BOARD OF COMMISSIONERS  
An Equal Opportunity Employer

Page 2 of 2

TITLE: Custodial Worker II  
CLASS NUMBER: 0313130602  
PAY RANGE: #9

11. Ensures security of building and surrounding parking area (e.g., checks doors, windows and mechanical equipment).
12. Reports unusual and hazardous conditions to proper authority.
13. May provide routine functional supervision of Custodial Worker I, trustee inmate work details, and any other temporary and/or seasonal workers as may be assigned.
14. Maintains outside entrance areas, (e.g., sweeps, removes snow, salts, etc.) ramps and steps.
15. Demonstrates a regular and predictable attendance.
16. Follows all safety and health practices of the Warren County Board of Commissioners as described and required.

KNOWLEDGE, SKILLS AND ABILITIES: Necessary to perform duties.

Knowledge of: Custodial equipment, custodial methods and techniques, custodial materials and supplies, safety practices and procedures, functional supervisory techniques and procedures, security procedures and practices, record keeping and reporting skills, journeyman level.

Ability to: Perform labor for extended periods of time. Must be able to follow instructions and perform all tasks associated with this trade. Possess ability to operate all equipment associated with normal custodial tasks. Must be able to recognize safety hazards and take necessary corrective actions. Must be vigilant to assure building security. Must also be responsible for any required record keeping or inventory.

Skill in: Must possess demonstrable skills in standard custodial care. Position is a journeyman level.

WARREN COUNTY

CLASSIFICATION POINT FACTOR ASSIGNMENT

POSITION CLASSIFICATION TITLE: CUSTODIAL WORKER II

	<u>FACTOR</u>	<u>DEGREE</u>	<u>POINTS</u>
#1	Degree of Supervision Exercised	B	45
#2	Knowledge Required	B	68
#3	Work Policies and Methods	C	67
#4	Work Structure and Independence of Action	B	68
#5	Responsibility for Assets	C	45
#6	Responsibility for Safety of Others	C	45
#7	Responsibility for Completing Records and Reports	B	36
#8	Personal Contacts	C	23
#9	Work Environment and Physical Demands	B	23
	TOTAL POINT FACTOR ASSIGNMENT		<u>420</u>
	RANGE		#9

# Resolution

Number 18-2019

Adopted Date December 18, 2018

## AMEND CLASSIFICATION SPECIFICATION OF CUSTODIAL FOREMAN WITHIN WARREN COUNTY FACILITIES MANAGEMENT

WHEREAS, this Board has adopted a Classification/Compensation Plan in an effort to ensure fair and equitable compensation to individuals employed by Warren County; and

WHEREAS, the Director of Facilities Management and the Human Resources Manager have reviewed the classification specification of Custodial Foreman and have requested that said classification specification be amended by changing the pay grade to #14 due to refactoring; and

WHEREAS, it is necessary to amend the Classification/Compensation Plan to allow for the incorporation of the amended classification specification; and

NOW THEREFORE BE IT RESOLVED; to amend the classification specification of Custodial Foreman, as attached hereto and made a part hereof and to assign to said classification specification Pay Range #14; and

BE IT FURTHER RESOLVED, to amend the Warren County Classification/Compensation Plan and incorporate therein the amended classification specifications of Custodial Foreman, effective December 18, 2018.

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Classification/Compensation file  
Facilities Management (file)  
OMB –Sue Spencer

CLASSIFICATION SPECIFICATION  
WARREN COUNTY BOARD OF COMMISSIONERS

An Equal Opportunity Employer

Page 1 of 2

TITLE: Custodial Foreman  
CLASS NUMBER: 0313131103  
PAY RANGE: 14

**JOB RESPONSIBILITIES:** Under general direction, supervises custodial and assigned personnel; performs building custodial and maintenance function; ensures security of building; ensures adequate inventory of custodial supplies and equipment; performs other related duties as required.

Performs other duties as required.

**QUALIFICATIONS:** Any combination of training and work experience which indicates possession of the skills, knowledge, and abilities listed below. An example of an acceptable qualification for this position is:

Training and/or experience which evidences an advanced knowledge of building maintenance, custodial services, and supervision; and/or equivalent combinations of training and/or experience.

Ohio Valid Driver's License.

**ILLUSTRATIVE DUTIES:** The duties listed below are intended to depict tasks performed by this classification.

1. Supervises custodial workers and assigned security and/or general relief workers (e.g., schedules and assigns work, approves leave requests, issues verbal disciplinary warnings, recommends major disciplinary action, maintains time records, etc.).
2. Recommends commendations and pay increases.
3. Performs custodial tasks (e.g., sweeps, dust and wet mops, waxes and buffs floors, etc.).
4. Washes walls, windows, woodwork, etc.
5. Cleans and sanitizes bathrooms.
6. Restocks paper products.
7. Dusts and polishes furniture.
8. Empties trash receptacles weighing up to fifty (50) pounds.
9. Performs minor maintenance repair of custodial equipment (e.g., repairs sweepers, buffers and stain cleaners; etc.).
10. Performs maintenance to grounds (e.g., sweep sidewalks, snow removal, etc.).

CLASSIFICATION SPECIFICATION  
WARREN COUNTY BOARD OF COMMISSIONERS

An Equal Opportunity Employer

Page 2 of 2

TITLE: Custodial Foreman  
CLASS NUMBER: 0313131103  
PAY RANGE: 14

KNOWLEDGE, SKILLS AND ABILITIES: Necessary to perform duties.

11. Ensures security of building (e.g., checks doors, windows, electrical equipment, etc.).
12. Maintains an adequate inventory of custodial supplies and materials; advises Custodial Supervisor of shortages; receives and stocks supplies.
13. Operates equipment (e.g., buffers, shampooers, vacuum cleaners, sweepers, etc.).
14. Demonstrates a regular and predictable attendance.
15. May interview applicants.
16. Performs other related duties as required.
17. Demonstrates a regular and predictable attendance.
18. Follows all safety and health practices of the Warren County Board of Commissioners as described in the attached addendum.



WARREN COUNTY

CLASSIFICATION POINT FACTOR ASSIGNMENT

POSITION CLASSIFICATION TITLE: CUSTODIAL FOREMAN

	<u>FACTOR</u>	<u>DEGREE</u>	<u>POINTS</u>
#1	Degree of Supervision Exercised	C	67
#2	Knowledge Required	C	101
#3	Work Policies and Methods	D	90
#4	Work Structure and Independence of Action	B	68
#5	Responsibility for Assets	C	45
#6	Responsibility for Safety of Others	D	68
#7	Responsibility for Completing Records and Reports	C	54
#8	Personal Contacts	C	23
#9	Work Environment and Physical Demands	B	23
	TOTAL POINT FACTOR ASSIGNMENT		<u>536</u>
	RANGE		#14

# Resolution

Number 18-2020

Adopted Date December 18, 2018

APPROVE RECLASSIFICATION OF JUSTIN KILDOW FROM THE POSITION OF HVAC TECH I TO THE POSITION OF HVAC TECH II

WHEREAS, the Director of Facilities Management has indicated that Justin Kildow performs the essential functions of HVAC Tech II and desires to reclassify him to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Justin Kildow to the position of HVAC Tech II, non-exempt, pay range #19, \$22.00 per hour, effective pay period beginning January 5, 2019.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)  
Justin Kildow's Personnel file  
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 18-2021

Adopted Date December 18, 2018

APPROVE RECLASSIFICATION OF DAVID GROSS FROM THE POSITION OF ELECTRICIAN I TO THE POSITION OF ELECTRICIAN II

WHEREAS, the Director of Facilities Management has indicated that David Gross performs the essential functions of Electrician II and desires to reclassify him to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify David Gross to the position of Electrician II, non-exempt, pay range #19, \$22.00 per hour, effective pay period beginning January 5, 2019.

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)  
David Gross' Personnel file  
OMB – Sue Spencer

# Resolution

Number 18-2022

Adopted Date December 18, 2018

APPROVE RECLASSIFICATION OF BLAKE POTTORF FROM THE POSITION OF SERVICE WORKER I TO THE POSITION OF SERVICE WORKER II

WHEREAS, the Director of Facilities Management has indicated that Blake Pottorf performs the essential functions of Service Worker I and desires to reclassify him to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Blake Pottorf to the position of Service Worker II, non-exempt, pay range #15, \$17.02 per hour, effective pay period beginning January 5, 2019.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)  
Blake Pottorf's Personnel file  
OMB – Sue Spencer

# Resolution

Number 18-2023

Adopted Date December 18, 2018

APPROVE RECLASSIFICATION OF ROBERT REDMON FROM THE POSITION OF CUSTODIAL WORKER I TO THE POSITION OF CUSTODIAL WORKER II

WHEREAS, the Director of Facilities Management has indicated that Robert Redmon performs the essential functions of a Custodial Worker II and desires to reclassify him to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Robert Redmon to the position of Custodial Worker II, non-exempt, pay range #9, \$13.97 per hour, effective pay period beginning January 5, 2019.

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

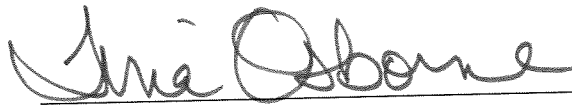
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)  
Robert Redmon's Personnel file  
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 18-2024

Adopted Date December 18, 2018

APPROVE RECLASSIFICATION OF RICK MARSHALL FROM THE POSITION OF CUSTODIAL WORKER I TO THE POSITION OF CUSTODIAL WORKER II

WHEREAS, the Director of Facilities Management has indicated that Rick Marshall performs the essential functions of a Custodial Worker II and desires to reclassify him to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Rick Marshall to the position of Custodial Worker II, non-exempt, pay range #9, \$13.00 per hour, effective pay period beginning January 5, 2019.

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

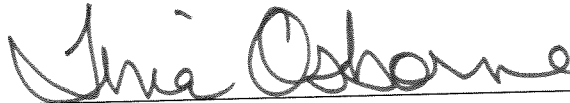
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)  
Rick Marshall's Personnel file  
OMB – Sue Spencer

# Resolution

Number 18-2025

Adopted Date December 18, 2018

## APPROVE PAY INCREASES FOR VARIOUS EMPLOYEES WITHIN WARREN COUNTY FACILITIES MANAGEMENT

WHEREAS, the Classification Specifications for Custodial Worker I, Custodial Worker II and Custodial Foreman have been amended; and

WHEREAS, with the said Classification Specification changes the Director has requested the following wage changes to occur within the department;

Phyllis Davidson	New Wage:	\$16.23 per hour
David Helton	New Wage:	\$16.23 per hour
DeWayne Gordon	New Wage:	\$14.69 per hour
Leanne Bussell	New Wage:	\$12.98 per hour
Brandon Coldiron	New Wage:	\$12.48 per hour
Jessica Stohlman	New Wage:	\$12.36 per hour
Darrion Jones	New Wage:	\$12.35 per hour
Jacqueline Ruffner	New Wage:	\$12.35 per hour
Brittany Justice	New Wage:	\$12.35 per hour
William Howard	New Wage:	\$12.35 per hour
Daniel Young	New Wage:	\$12.11 per hour
Ehren McClelland	New Wage:	\$11.90 per hour
Mark Hobbs	New Wage:	\$11.55 per hour
Leslie Smith	New Wage:	\$11.55 per hour

NOW THEREFORE BE IT RESOLVED, to approve said pay increases, effective pay period beginning January 5, 2019.

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)  
Personnel files  
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 18-2026

Adopted Date December 18, 2018

APPROVE SHIFT DIFFERENTIAL FOR THE SECOND SHIFT STAFF WITHIN WARREN COUNTY FACILITIES MANAGEMENT

BE IT RESOLVED, to approve shift differential for second shift staff within Warren County Facilities Management, as attached hereto and made a part hereof, effective pay period beginning January 5, 2019.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)  
OMB - Sue Spencer



Shift Differential Policy for  
Facilities Management

Eligible Employees:

Second shift employees that are **normally** scheduled between the hours of 4:00pm and 12:30am Monday through Friday.

Second shift employees include: custodial staff, custodial foreman and assigned second shift service worker.

\*Shift Differential will not apply to any hours worked during call-outs or hours worked outside of the hours and time period as stated above.

Shift Differential:

Employees will receive an additional \$1.00 per hour for **actual hours** worked between the hours of 4:00pm and 12:30am. (Does not include Wellness Day or Day for Life.)

\*Shift Differential will not apply when an employee uses any paid time off, must be actual hours worked.

\*The shift differential will not apply in any overtime calculation.

Effective Date: Pay period beginning January 5, 2018

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 18-2027

Adopted Date December 18, 2018

## APPROVE VARIOUS RECLASSIFICATIONS WITHIN WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has indicated that the following employees perform the essential functions of the indicated positions and requests to reclassify employees as stated below;

Michaela Beckett	to Protective Services Caseworker III,	pay range #10, \$21.81 per hour
Amber Pleasant	to Protective Services Caseworker III,	pay range #10, \$21.81 per hour
Katie Pyle	to Screener III,	pay range #10, \$21.81 per hour
Melissa Pittman	to Foster Care/Adoption CW II,	pay range #10, \$21.81 per hour
Thomas Bowman	to Protective Services CW II,	pay range #8, \$18.67 per hour
Morgan Crawford	to Protective Services CW II,	pay range #8, \$18.67 per hour
Vanessa Henson	to Investigative CW II,	pay range #8, \$18.67 per hour
Molly Miller	to Protective Services CW II,	pay range #8, \$18.67 per hour

NOW THEREFORE BE IT RESOLVED, to reclassify said employees to said positions, per the Children Services Compensation Schedule, effective pay period beginning January 5, 2019.

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)  
Employees' Personnel file  
OMB – Sue Spencer

# Resolution

Number 18-2028

Adopted Date December 18, 2018

APPROVE RECLASSIFICATION OF SVITLANA LYTVYNYK FROM THE POSITION OF ELIGIBILITY REFERRAL SPECIALIST III TO ELIGIBILITY REFERRAL SUPERVISOR WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, the Director of Human Services has indicated that Ms. Lytvynyk performs the essential functions of an Eligibility Referral Supervisor and desires to reclassify her to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Svitlana Lytvynyk to the position of Eligibility Referral Supervisor, exempt, pay range #A, \$1, 826.00 bi-weekly, under Warren County Job and Family Services, Human Services Division compensation schedule, effective pay period beginning January 5, 2019.

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)  
S. Lytvynyk's Personnel file  
OMB – Sue Spencer

# Resolution

Number 18-2029

Adopted Date December 18, 2018

ADOPT CLASSIFICATION SPECIFICATIONS AND POINT FACTOR ASSIGNMENTS OF  
DATABASE ADMINISTRATOR WITHIN THE WARREN COUNTY  
TELECOMMUNICATIONS DEPARTMENT

WHEREAS, this Board has adopted a Classification/Compensation Plan in an effort to ensure fair and equitable compensation to individuals employed by Warren County; and

WHEREAS, the Director of Telecommunications has requested that the position of Database Administrator be created within the Warren County Telecommunications Department; and

WHEREAS, it is necessary to amend the Classification/Compensation Plan to allow for the incorporation of the newly created classification specification and associated pay range assignment; and

NOW THEREFORE BE IT RESOLVED; to create the classification specification of Database Administrator, as attached hereto and made a part hereof, and to assign to said classification specification the pay range assignment of #20 (688 total points), as determined by the Warren County Classification/Compensation Advisory Board; and

BE IT FURTHER RESOLVED, to amend the Warren County Classification/Compensation Plan and incorporate therein the classification specifications of Database Administrator effective upon adoption of this resolution.

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Classification/Compensation file  
Telecom (file)  
OMB -Sue Spencer

CLASSIFICATION SPECIFICATION  
WARREN COUNTY BOARD OF COMMISSIONERS  
An Equal Opportunity Employer

Page 1 of 2

TITLE: Database Administrator

PAY RANGE: 20

**JOB RESPONSIBILITIES:** Performs other duties as required.

Under general direction, designs and manages Databases and and related application and network development, including reporting capabilities. Maintains Computer Security and policies of Telecommunications Public Safety Data network. Ensures operability and compatibility required to make and keep Telecommunications areas of responsibility functional. Maintains relations with Political Subdivisions and attends meetings for internal and external customers relations. Is the escalation point for a Database issues for peers. Oversees the curation and operation of Reporting Environments.

**QUALIFICATIONS:** Any combination of training and work experience which indicates possession of the skills, knowledge, and abilities listed below. An example of an acceptable qualification for this position is:

Completion of secondary education or its equivalent and (4) years experience in electronic systems maintenance, or equivalent combination of training and/or experience which evidences and knowledge of information system maintenance and operation;

Advanced knowledge: English Language/Public Safety and Security/Administration and Management/Proven ability to manage projects

**ILLUSTRATIVE DUTIES:** The duties listed below are intended to depict tasks performed by this classification.

1. Interpret failure signals and take appropriate action to ensure public safety.
2. Coordinates repairs with vendors warranty issues or deals directly with vendors for repair status / warranty issues.
3. Provides formal and informal instructions to staff and analyst to help develop functional diversity of the job tasks.
4. Designs and implements data base back-up methodology to assure data integrity.
5. Prepares drawings, schematics, diagrams and records for system installation and maintenance.
6. Operates electronic test equipment and performs specialized maintenance on electronic equipment, which includes desktop, mobile, laptop, computers.
7. Operates equipment (e.g., 800 MHz radio system, ladders, tools)

CLASSIFICATION SPECIFICATION  
WARREN COUNTY BOARD OF COMMISSIONERS

An Equal Opportunity Employer

Page 2 of 2

TITLE: Database Administrator

PAY RANGE: 20

8. Maybe on call 24 hours per day and or work in on-call rotation.
9. Supports efforts of assigned task unit and Telecommunication Team.

**KNOWLEDGE, SKILLS AND ABILITIES:** Necessary to perform duties.

Knowledge of: inspection and testing techniques; safety practices and procedures; operation and maintenance of radio systems; equipment utilized in maintaining radio systems; equipment maintenance techniques; operating procedures of data terminal equipment. Ability to: deal with problems involving many variables; work alone; interpret detailed instructions; maintain accurate records; use drawing and drafting equipment; use computer aided design programs; interpret and understand schematic drawings and service manuals; use tools and equipment in maintenance of electronic systems; perform minor mechanical repairs; operate equipment.

Abilities: Deductive Reasoning - The ability to apply general rules to specific problems to produce answers that make sense. Oral Comprehension - The ability to listen to and understand information and ideas presented through spoken words and sentences. Oral Expression - The ability to communicate information and ideas in speaking so others will understand. Written Comprehension - The ability to read and understand information and ideas presented in writing.

WARREN COUNTY

CLASSIFICATION POINT FACTOR ASSIGNMENT

POSITION CLASSIFICATION TITLE:		DATABASE ADMINISTRATOR	
	<u>FACTOR</u>	<u>DEGREE</u>	<u>POINTS</u>
#1	Degree of Supervision Exercised	B	45
#2	Knowledge Required	D	135
#3	Work Policies and Methods	D	90
#4	Work Structure and Independence of Action	D	135
#5	Responsibility for Assets	E	75
#6	Responsibility for Safety of Others	D	68
#7	Responsibility for Completing Records and Reports	D	72
#8	Personal Contacts	F	45
#9	Work Environment and Physical Demands	B	23
	TOTAL POINT FACTOR ASSIGNMENT		<u>688</u>
	RANGE		#20

# Resolution

Number 18-2030

Adopted Date December 18, 2018

APPROVE LATERAL TRANSFER OF JEREMIAH MARCUM FROM DATA TECH II TO DATABASE ADMINISTRATOR WITHIN WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, the Director has requested the lateral transfer of Mr. Marcum to the Database Administrator position within Telecommunications; and

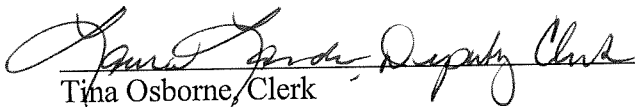
NOW THEREFORE BE IT RESOLVED, to approve the lateral transfer of Jeremiah Marcum from Data Tech II to Database Administrator within Warren County Telecommunications effective January 5, 2019.

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Telecommunications (file)  
J. Marcum's Personnel file  
OMB – Sue Spencer



# Resolution

Number 18-2031

Adopted Date December 18, 2018

APPROVE RECLASSIFICATION OF DUSTIN FLINT FROM THE POSITION OF DATA SYSTEMS ADMINISTRATOR TO THE POSITION OF INFRASTRUCTURE SYSTEMS MANAGER WITHIN THE TELECOMMUNICATIONS DEPARTMENT

WHEREAS, the Director of Telecommunications has indicated that Mr. Flint performs the essential functions of a Infrastructure Systems Manager and requests to reclassify Mr. Flint to said position; and

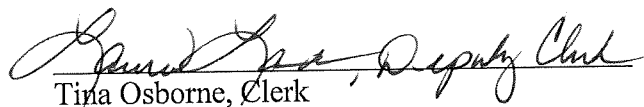
NOW THEREFORE BE IT RESOLVED, to reclassify Dustin Flint from the position of Data Systems Administrator to Infrastructure Systems Manager, within the Telecommunications Department, exempt, pay range #B, \$3,040.00 bi-weekly, effective pay period beginning January 5, 2019.

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Telecommunications (file)  
Dustin Flint's Personnel file  
OMB Sue Spencer

# Resolution

Number 18-2032

Adopted Date December 18, 2018

APPROVE RECLASSIFICATION OF JOSEPH NEWTON FROM THE POSITION OF APPLICATIONS ANALYST I TO APPLICATIONS ANALYST II WITHIN THE TELECOMMUNICATIONS DEPARTMENT

WHEREAS, the Director of Telecommunications has indicated that Mr. Newton performs the essential functions of an Applications Analyst II and requests to reclassify Mr. Newton to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Joseph Newton from the position of Applications Analyst I to Applications Analyst II, within the Telecommunications Department, non-exempt, pay range #20, \$26.00 per hour, effective pay period beginning January 5, 2019.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Telecommunications (file)  
Joseph Newton's Personnel file  
OMB Sue Spencer

# Resolution

Number 18-2033

Adopted Date December 18, 2018

APPROVE RECLASSIFICATION OF KRISTY OEDER FROM THE POSITION OF ADMINISTRATIVE ASSISTANT TO THE POSITION OF OFFICE ADMINISTRATOR WITHIN THE TELECOMMUNICATIONS DEPARTMENT

WHEREAS, the Director of Telecommunications has indicated that Ms. Oeder performs the essential functions of an Office Administrator and requests to reclassify Ms. Oeder to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Kristy Oeder from the position of Administrative Assistant to Office Administrator, within the Telecommunications Department, non-exempt, pay range #18, \$19.47 per hour, effective pay period beginning January 5, 2019.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Telecommunications (file)  
Kristy Oeder's Personnel file  
OMB Sue Spencer

# Resolution

Number 18-2034

Adopted Date December 18, 2018

APPROVE RECLASSIFICATION OF DAVID SHIVERDECKER FROM THE POSITION OF DATA TECH I TO THE POSITION OF DATA TECH II WITHIN THE TELECOMMUNICATIONS DEPARTMENT

WHEREAS, the Director of Telecommunications has indicated that Mr. Shiverdecker performs the essential functions of a Data Tech II and requests to reclassify Mr. Shiverdecker to said position; and

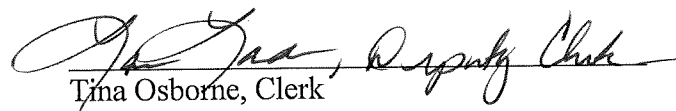
NOW THEREFORE BE IT RESOLVED, to reclassify David Shiverdecker from the position of Data Tech I to Data Tech II, within the Telecommunications Department, non-exempt, pay range #20, \$22.00 per hour, effective pay period beginning January 5, 2019.

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Telecommunications (file)  
David Shiverdecker's Personnel file  
OMB Sue Spencer

# Resolution

Number 18-2035

Adopted Date December 18, 2018

AUTHORIZE DISCONTINUATION OF THE PRACTICE OF REDUCING THE DAILY PER DIEM RATE RELATING TO THOSE RECEIVING DAY CARE ASSISTANCE FOR FOSTER FAMILIES

WHEREAS, for many years the Warren County Children Services agency has reduced, by six dollars (\$6.00), the daily per diem provided to foster families whom they also provide day care assistance; and

WHEREAS, this policy/practice is within the sole discretion of the Board of Commissioners; and

WHEREAS, this Board, after discussion, wishes to discontinue the practice of reducing the daily per diem rate to foster families for whom the agency also provides daycare assistance; and

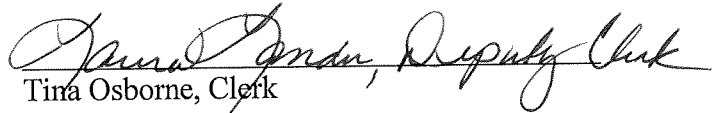
NOW THEREFORE BE IT RESOLVED, effective January 1, 2019, this Board's direction to the Children Services agency, is that the reduction of the daily per diem rate to foster families receiving day care assistance shall be discontinued.

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

tz/

cc: Children Services (file)

# Resolution

Number 18-2036

Adopted Date December 18, 2018

**APPROVE THE POTENTIAL ISSUANCE BY MIAMI COUNTY OF ITS REVENUE BONDS PURSUANT TO CHAPTER 140, OHIO REVISED CODE, TO FINANCE HOSPITAL FACILITIES FOR THE BENEFIT OF CERTAIN NONPROFIT AFFILIATES OF KETTERING HEALTH NETWORK LOCATED IN MIAMI COUNTY, WARREN COUNTY AND CERTAIN OTHER COUNTIES PURSUANT TO SECTION 147(f) OF THE INTERNAL REVENUE CODE AND AUTHORIZING THE EXECUTION AND DELIVERY OF A PARTICIPATING PUBLIC HOSPITAL AGENCIES AGREEMENT AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS**

WHEREAS, the County of Miami, Ohio (“Miami County”), as a “Public Hospital Agency,” as defined in Chapter 140, Revised Code (the “Act”), is authorized and empowered by the Act to (a) issue its revenue bonds to acquire, construct, improve and equip “Hospital Facilities,” as defined in the Act, and (b) issue its revenue bonds to refund bonds and other obligations issued to pay the “costs of hospital facilities,” as defined in the Act; and

WHEREAS, pursuant to the Act and a public hearing held by the Board of County Commissioners of Miami County on December 13, 2018, as a joint undertaking with the County of Montgomery, Ohio, the County of Greene, Ohio and the County of Warren, Ohio (collectively with Miami County, the “Participating Public Hospital Agencies”), Miami County anticipates issuing its Hospital Facilities Revenue Improvement and Refunding Bonds, Series 2019 (Kettering Health Network Obligated Group Project) (the “Series 2019 Bonds”), in one or more series, in an aggregate principal amount not to exceed \$250,000,000, the proceeds of which are to be used by Kettering Medical Center (the “Corporation”), Beaver Creek Medical Center d/b/a Indu & Raj Soin Medical Center (“Soin”) and Dayton Osteopathic Hospital d/b/a Grandview Hospital and Medical Center (“Grandview” and collectively with the Corporation and Soin, the “Lessees”), each an Ohio nonprofit corporation, to finance and refinance the costs of the acquisition, construction, installation and equipping of certain “hospital facilities”, as defined in the Act, located within the Participating Public Hospital Agencies; and

WHEREAS, the Act provides a procedure by which “Public Hospital Agencies,” including counties and municipal corporations, may enter into an agreement pursuant to which a Public Hospital Agency may issue its revenue bonds or notes to fund the capital needs of Hospital Facilities located in the jurisdictions of each of the Public Hospital Agencies which are parties to such agreement, for the public purpose of better providing for the health and welfare of the people of the State of Ohio by enhancing the availability, efficiency and economy of Hospital Facilities and the services rendered thereby; and

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

Section 1. Approval. The issuance of the Series 2019 Bonds is hereby approved by this Board, as an “applicable elected representative” of Warren County, solely for the purpose of satisfying the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.

Based on representations of the Lessees, the proceeds of the Series 2019 Bonds will be used to: (1) acquire, construct, install and equip "hospital facilities", as defined in Chapter 140 of the Ohio Revised Code including, without limitation, the acquisition, construction, equipping and installation of (a) a new acute care hospital located at 600 West Main Street in Troy, Ohio (the "Troy Hospital"), (b) an emergency care center located at 6147 State Route 122, Middletown, Ohio ("KHN Middletown") and (c) certain other real and personal property constituting hospital facilities at (i) the Troy Hospital, (ii) KHN Middletown, (iii) Kettering Medical Center, 3535 Southern Boulevard in Kettering, Ohio ("Kettering Medical Center"), (iv) Sycamore Medical Center, 4000 Miamisburg-Centerville Road in Miamisburg, Ohio ("Sycamore Medical Center"), (v) Beavercreek Medical Center d/b/a Indu & Raj Soin Medical Center, 3535 Pentagon Boulevard in Beavercreek, Ohio ("Soin Medical Center"), (vi) Dayton Osteopathic Hospital d/b/a Grandview Hospital and Medical Center, 405 W. Grand Avenue in Dayton, Ohio ("Grandview Hospital and Medical Center") and (vii) Southview Medical Center, 1997 Miamisburg-Centerville Road in Centerville, Ohio ("Southview Medical Center") and the reimbursement of certain prior capital expenditures at such facilities; (2) refund and retire the outstanding principal amount of the \$100,000,000 County of Greene, Ohio Hospital Facilities Revenue Bonds, Series 2009 (Kettering Health Network Obligated Group Project) (the "Series 2009 Bonds"), the proceeds of which were used to (a) acquire, construct, install and equip hospital facilities including, without limitation, the acquisition, construction, equipping and installation of hospital facilities at the Soin Medical Center, and the acquisition and installation of budgeted capital equipment acquisitions and facility renovations and the reimbursement of certain prior capital expenditures, all of which hospital facilities are located at Kettering Medical Center, Sycamore Medical Center, Grandview Hospital and Medical Center, or Southview Medical Center, (b) fund a debt service reserve fund for the Series 2009 Bonds, and (c) pay certain issuance costs in connection with the Series 2009 Bonds; and (3) pay certain issuance costs in connection with the Series 2019 Bonds. The primary owner and operator of (i) the Troy Hospital, KHN Middletown, Kettering Medical Center and Sycamore Medical Center is expected to be the Corporation, (ii) the Soin Medical Center is expected to be Soin, and (iii) the Grandview Hospital and Medical Center and the Southview Medical Center is expected to be Grandview.

Section 2. No Obligation. The costs of issuance of the Series 2019 Bonds shall be paid from the proceeds of the Series 2019 Bonds, or from moneys made available by the Lessees. The Series 2019 Bonds do not constitute a general obligation, debt or bonded indebtedness of Miami County or this County and neither the faith or credit or taxing power of Miami County or this County or any other political subdivision is pledged to the payment of principal of or interest on the Series 2019 Bonds and the holders or owners thereof shall not be given the right and have no right to have excises or taxes levied by Miami County or this County for the payment of principal of and interest thereon. Further, no part of the Series 2019 Bonds are to be issued, or shall be deemed issued, for or on behalf of this County.

Section 3. Bond Terms. The terms and provisions of the Series 2019 Bonds shall be as provided for in or pursuant to resolutions of the Board of County Commissioners of Miami County authorizing the issuance, sale and delivery of the Series 2019 Bonds.

Section 4. Execution of the Participating Public Hospital Agencies Agreement. The Participating Public Hospital Agencies Agreement in substantially the form presented to this Board and on file with the Clerk of this Board is hereby approved, subject to such changes,

insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution of the Participating Public Hospital Agencies Agreement, and it is hereby determined that the Participating Public Hospital Agencies Agreement will promote the public purposes set forth in Section 140.02, Ohio Revised Code, will better provide for the health and welfare of the people of the State of Ohio by enhancing the availability, efficiency and economy of Hospital Facilities, that any contribution made by this County under the Public Hospital Agencies Agreement will be fair consideration for value and benefit to be derived by this County under the Participating Public Hospital Agencies Agreement, and that this County will be duly benefited thereby.

Section 5. Execution of Other Documents. Any member of this Board, the Clerk of this Board, and other County officials, as appropriate, are each authorized and directed to sign any transcript certificates and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Resolution.

Section 6. Compliance with Open Meeting Requirements. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

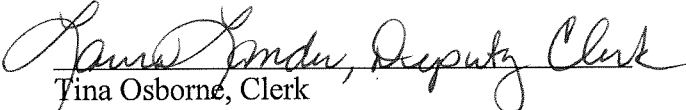
Section 7. Effectiveness. This Resolution shall be in full force and effect immediately upon its adoption.

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

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

Resolution adopted this 18<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS

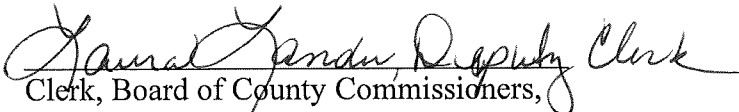
  
Tina Osborne, Clerk

cc: Auditor (certified)  
Bond File  
Dinsmore & Shohl (Michael Dean)



**CERTIFICATE**

The undersigned, duly appointed and acting Clerk of the Board of County Commissioners of Warren County, Ohio, does hereby certify that the foregoing is a true and correct copy of a resolution adopted by such Board on December 18, 2018, together with an extract from the minutes of the meeting at which that resolution was adopted to the extent pertinent thereto.

  
Clerk, Board of County Commissioners,  
Warren County, Ohio