

Resolution

Number 17-1736

Adopted Date November 02, 2017

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR THOMAS BOWMAN WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Thomas Bowman, Protective Services Caseworker, within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period, effective October 31, 2017; and

NOW THEREFORE BE IT RESOLVED, to approve Thomas Bowman's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$16.14 per hour effective pay period beginning November 11, 2017.

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 2nd day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
T. Bowman's Personnel File
OMB – Sue Spencer

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

Resolution

Number 17-1737

Adopted Date November 02, 2017

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR JULIA COLEMAN WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Julia Coleman, Eligibility Referral Specialist II within the Warren County Department of Job and Family Services, Human Services Division, has successfully completed a 365-day probationary period, effective October 31, 2017; and

NOW THEREFORE BE IT RESOLVED, to approve Julia Coleman's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$15.07 per hour effective pay period beginning November 11, 2017.

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 2nd day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 17-1738

Adopted Date November 02, 2017

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR AMANDA BALDWIN WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Amanda Baldwin, Eligibility Referral Specialist II within the Warren County Department of Job and Family Services, Human Services Division, has successfully completed a 365-day probationary period, effective October 31, 2017; and

NOW THEREFORE BE IT RESOLVED, to approve Amanda Baldwin's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$15.07 per hour effective pay period beginning November 11, 2017.

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

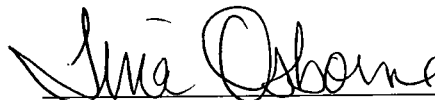
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 2nd day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
A. Baldwin's Personnel File
OMB – Sue Spencer

Resolution

Number 17-1739

Adopted Date November 02, 2017

DESIGNATE A POINT OF CONTACT FOR THE U.S. CENSUS BUREAU

BE IT RESOLVED, to officially designate the Warren County Regional Planning Commission as the point of contact for Warren County on all Census-related matters.

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

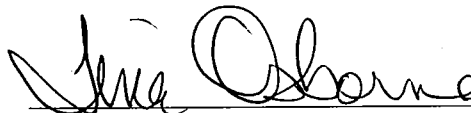
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 2nd day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RPC (file)

Resolution

Number 17-1740

Adopted Date November 02, 2017

APPROVE RENEWAL OF CONSULTING AGREEMENT WITH HORAN ASSOCIATES
FOR PERIOD JANUARY 1, 2018 THROUGH DECEMBER 31, 2018

WHEREAS, it is the desire of the Board of County Commissioners to continue utilization of Horan Associates for consulting services relative to the healthcare plan; and

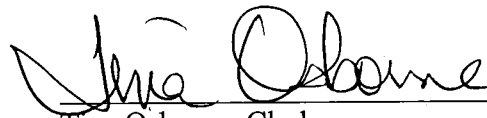
NOW THEREFORE BE IT RESOLVED, to approve the renewal of Consulting Agreement with Horan Associates for the period January 1, 2018 through December 31, 2018 as attached hereto and made a part hereof.

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 2nd day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a – Horan Associates
Horan Associates
T Whitaker, OMB
Benefits File

**Warren County / HORAN
Consulting Agreement Intent to Renew**

The original agreement between Warren County and HORAN commenced on January 1, 2012 for a 5 year period with the option to renew each year. Warren County conducted a full broker bid and HORAN was awarded the market bid effective January 1, 2015. Warren County and HORAN have agreed to continue the consulting agreement for the timeframe of January 1, 2018 through December 31, 2018. All fees and services from last year will remain unchanged.

Fees / Commissions:

- Fee of \$6.50 per enrolled employee per month for medical (inclusive of data warehouse fee of \$.75)
- Fee of \$1.50 per enrolled employee per month for dental
- Standard commissions for ancillary

HORAN ASSOCIATES INC.

Signed: *Valecie Bogdan-Powers*
Date: 10-19-17
Name (print): VALECIE BOGDAN-POWERS
Title: CHIEF SALES & CLIENT OFFICER

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

Signed: *Tom Grassmann*
Date: 11/2/17
Name (print): Tom Grassmann
Title: President

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

Resolution

Number 17-1741

Adopted Date November 02, 2017

AMEND THE DEDUCTIBLE OF THE WARREN COUNTY "BASE" PLAN EFFECTIVE JANUARY 1, 2018

WHEREAS, in order to be compliant to 2018 IRS regulations regarding High Deductible Healthcare Plans (HDHP's), an increase is needed to the "Base" Plan deductible from the current amount of \$2600 to \$2,700 Single, and from \$5,200 to \$5,400 Family; and

NOW THEREFORE BE IT RESOLVED, to increase the Base Plan deductible effective January 1, 2018 from \$2,600 to \$2,700 Single, and from \$5,200 to \$5,400 Family.

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 2nd day of November 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR/

cc: Horan Associates
United Healthcare
Optum RX
Chard Snyder
OMB Benefit File
T Whitaker, OMB

Resolution

Number 17-1742

Adopted Date November 02, 2017

RESCIND RESOLUTION #17-0922 APPROVING AND AUTHORIZING THE PRESIDENT OF THE BOARD TO SIGN THE AREA 12/WORKFORCE DEVELOPMENT SYSTEM MEMORANDUM OF UNDERSTANDING

WHEREAS, pursuant to Resolution #17-0922, adopted June 13, 2017, the Board entered into a memorandum of understanding relative to the designation of roles and responsibilities associated with the operation and funding of the local area workforce development system, the OhioMeansJobs Center; and

WHEREAS, the said agreement was never fully executed by all counties and changes are necessary; and

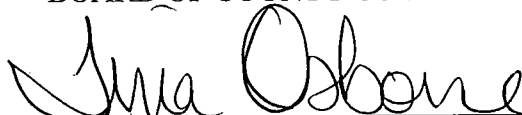
NOW THEREFORE BE IT RESOLVED, to rescind Resolution #17-0922, adopted June, 13, 2017.

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 2nd day of November 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Butler County
c/a – Clermont County
Workforce Investment Board (file)
Executive Director, Butler Co. WIBBC

Resolution

Number 17-1743

Adopted Date November 02, 2017

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN THE AREA 12/WORKFORCE DEVELOPMENT SYSTEM MEMORANDUM OF UNDERSTANDING

WHEREAS, to meet the requirements of the Ohio Department of Job and Family Services, a Memorandum of Understanding (MOU) is required between all OhioMeansJobs partners, in accordance with the Federal Workforce Innovation and Opportunity Act of 2014; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Memorandum of Understanding for the Area 12 Workforce Development System, copy of 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 2nd day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/ap

cc: c/a – Butler County
c/a – Clermont County
Workforce Investment Board (file)
Executive Director, Butler Co. WIBBC

**Memorandum of Understanding
for
Area 12
Workforce Development System**

The Workforce Investment Board – Butler | Clermont | Warren (WIBBCW, Area 12 WDB), which is the local area workforce development board, Butler County Commissioner Cindy Carpenter, Clermont County Commissioner David Painter, Warren County Commissioner Shannon Jones, which are the Local Area Chief Elected Officials (CEOs), the Warren County Board of Commissioners, which is the fiscal agent for purposes of this MOU, and the local required and additional partners (identified below and referred to collectively as “partners”) enter into this Memorandum of Understanding (MOU).

All parties agree that the purpose of this MOU is to document the roles, responsibilities, and funding commitments the parties have negotiated and mutually agreed upon for the operation and funding of the local area workforce development system and the OhioMeansJobs center(s) in Local Area 12 .

Required Partners – Per WIOA Section 121(b)(1)(B)

WIOA Title I Adult and Dislocated Worker (Section 131)

OhioMeansJobs Butler County
OhioMeansJobs Clermont County
Warren Co. - OhioMeansJobs Warren County

WIOA Title I Youth (Section 126)

Butler County-Easter Seals Tri State
Clermont County – Easter Seals Tri State
Warren Co. - Easter Seals Tri State

WIOA Title III Wagner-Peyser Act (29 USC 49)

Butler County – Ohio Department of Job and Family Services
Clermont County – Ohio Department of Job and Family Services
Warren Co. -Ohio Department of Job and Family Services

Jobs for Veterans Act (38 USC 41)

Disabled Veterans’ Outreach Program (DVOP) and Local Veterans’ Employment Representatives (LVER)
Butler County – Ohio Department of Job and Family Services
Clermont County – Ohio Department of Job and Family Services
Warren Co. -Ohio Department of Job and Family Services

Trade Act Title II, Chapter 2

Trade Adjustment Assistance (TAA) (19 USC 2317) and North American Free Trade Agreement (NAFTA) (19 USC 2271)
Butler County – Ohio Department of Job and Family Services
Clermont County – Ohio Department of Job and Family Services
Warren Co. -Ohio Department of Job and Family Services

Unemployment Insurance (UI) (5 USC 85) N/A

Re-Employment Services:
Butler County – Ohio Department of Job and Family Services
Clermont County – Ohio Department of Job and Family Services
Warren Co. -Ohio Department of Job and Family Services

WIOA Title II Adult Education and Literacy (Section 206)

Butler County – Hamilton City School System (ABLE)
Clermont County – ABLE- Southern State Community College (SSCC)
Warren Co. - Warren County Adult and Basic Literacy Education

Rehabilitation Act, Title I (29 USC 720 et seq)

Vocational Rehabilitation

Butler County - Opportunities for Ohioans with Disabilities (OOD)
Clermont County - Opportunities for Ohioans with Disabilities (OOD)
Warren Co. - Opportunities for Ohioans with Disabilities (OOD)

Carl D. Perkins Vocational and Applied Technology Education Act (20 USC 2301)
Postsecondary Vocational Education
Butler County - Butler County Technical Career Training Center
Clermont County - N/A
Warren Co. - Warren County Career Center

Older Americans Act Title V (42 USC 3056)
Senior Community Service Employment Program (SCSEP)
Butler County - Mature Services of Cincinnati
Clermont County - Mature Services of Cincinnati
Warren Co - American Association of Retired Persons (AARP)

Social Security Act Title IV-A (42 USC 601. Subject to Subparagraph (C))
Temporary Assistance to Needy Families (TANF)
Butler County- Butler County Department of Job and Family Services
Clermont County -Clermont County Department of Job and Family Services
Warren Co. - Warren County Department of Job and Family Services Human Services Division

Community Services Block Grant Employment & Training Programs (42 USC 9901 et seq)
Butler County- Support to Encourage Low Income Families (SELF)
Clermont County - N/A
Warren Co. - N/A

Department of Housing and Urban Development (HUD) - Employment and Training Programs
Butler County- N/A
Clermont County - N/A
Warren Co. - N/A

WIOA Title I Migrant and Seasonal Farm Worker Programs (Section 167)
Butler County-N/A
Clermont County - N/A
Warren Co. - N/A

WIOA Title I Native American Programs (Section 166)
Butler County-N/A
Clermont County - N/A
Warren Co. - N/A

Second Chance Act Programs (42 USC 17532)
Butler County-N/A
Clermont County - N/A
Warren Co. - N/A

WIOA Title I Job Corps (Section 141)
Butler County-Job Corps
Clermont County - N/A
Warren Co. - N/A

WIOA Title I Youthbuild (Section 171)
Butler County-N/A
Clermont County - N/A
Warren Co. - N/A

Additional Partners - WIOA Section 121(b)(2)
Clermont County - Legal Aid Society-Greater Cincinnati
Clermont Co. - Clermont Co. Adult Probation
Clermont Co. - Greater Cincinnati Behavioral Health (GCBC)
Clermont Co. - Clermont County Chamber of Commerce

Definitions

- A. **Additional Partner:** An entity that carries out a workforce development program not identified as required under WIOA that is approved by the WIBBCW and the CEOs to be included as a partner in the local area workforce development system. WIOA Section 121 (b)(2) outlines the entities that may serve as additional partners.
- B. **Affiliate Center:** A site that makes available one or more of the required or optional programs, services, and activities to job seekers and employers in the local area.
- C. **Career Services:** Services that must be provided through the local workforce development system to adults or dislocated workers as authorized under each partner's program. Services are listed in Article IV of this MOU and defined in Attachment A.
- D. **Chief Elected Officials:** When used in reference to a local area, is the chief elected executive officers of the units of general local government in a local area.
- E. **Common Costs:** Per WIOA Section 121(i), is the costs shared by partner programs which may include costs for basic career services, such as initial intake, assessment of needs, basic skills assessment, identification of appropriate services, referrals by one partner to another partner's program, and other similar services that may be chargeable to more than one program. Common costs and methodologies for cost sharing are included in the cost-sharing portion of this MOU.
- F. **Comprehensive Center:** A physical site where services and activities under all required programs are made available to local job seekers and employers.
- G. **Cost Allocation:** Measurement of actual costs in relation to the benefit received in order to determine each partner's fair share of local workforce development system operating costs.
- H. **Fiscal Agent:** An entity appointed by local area chief elected officials and partners to be responsible for the administration and disbursement of WIOA and other funds allocated for workforce development programs activities in the local area.
- I. **Governor's Executive Workforce Board:** The state workforce development board appointed by the Governor pursuant to WIOA Section 101.
- J. **Individuals with Barriers to Employment:** Defined in WIOA Section 3(24) as member of one or more of the following populations:
 - 1. Displaced homemakers.
 - 2. Low-income individuals.
 - 3. Indians, Alaska Natives, Native Hawaiians.
 - 4. Individuals with disabilities (including youth).
 - 5. Older individuals.
 - 6. Ex-offenders.

7. Homeless individuals.
 8. Youth that are in, or have aged out of, the foster care system.
 9. Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers.
 10. Eligible migrant and seasonal farmworkers.
 11. Individuals within two years of exhausting lifetime eligibility under Title IV of the Social Security Act.
 12. Single parents—including single pregnant women.
 13. Long-term unemployed individuals.
- K. **Infrastructure Costs:** Per WIOA Section 121(h)(4), it is the costs necessary for the general operation of OhioMeansJobs (aka “One-Stop”) centers to be shared by a local area and partners. Infrastructure costs include facility rental costs, utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the center—including planning and outreach activities.
- L. **Local Area:** A geographic area of a state designated by the Governor in accordance with WIOA Section 106 that serves as a jurisdiction for the administration of workforce development activities delivered through a local workforce development system.
- M. **Local WIOA Plan:** The local area workforce development plan developed by the local workforce development board in cooperation with the chief elected officials pursuant to WIOA Section 108 that describes the local workforce development system, the programs and services delivered through the system, an analysis of the local area workforce, workforce needs, and the strategies to align service delivery among core programs in a manner consistent with the State Plan to achieve performance goals.
- N. **Local Workforce Development Board (Board):** The board appointed by a local area’s chief elected officials to be certified by the Governor or designee per WIOA Section 107. The Board is responsible for administration and oversight of the local area workforce development system in agreement with the chief elected officials and in collaboration with required and additional partners.
- O. **Local Workforce Development System:** The system established in accordance with WIOA Section 121 through which career services, access to training services, employment and training activities, and partner programs and activities as well as related support and specialized services are made available to workers and employers in a local area.
- P. **Ohio Governor’s Office of Workforce Transformation (OWT):** Created by the Ohio Governor under Executive Order 2012-02K to coordinate and align workforce policies, programs and resources across state government to improve effectiveness, efficiency, and accountability.
- Q. **OhioMeansJobs:** The common identifier or brand for the Ohio workforce development system. ORC Section 6301.08 requires all local areas to use this common identifier. Per WIOA Section 121(e)(4), the OhioMeansJobs logo and brand must be used in conjunction with the Department of Labor’s logo with the tagline “a proud partner of the American Job Center network”.

- R. **OhioMeansJobs Center:** Referred to in WIOA as “One-Stop” centers, it is the term used collectively under the Ohio workforce system brand, “OhioMeansJobs” for the comprehensive, affiliate, and specialized centers that operate in a local area and make WIOA programs, services, and activities available to job seekers and employers.
- S. **OhioMeansJobs Center Operator:** One or more entities selected in accordance with WIOA Section 121(d) to operate an OMJ center and to perform OMJ service delivery activities in accordance with all applicable federal, state, and local rules and policies and the terms of this MOU.
- T. **Proportionate Share:** The portion of local workforce development system operating costs to be contributed by each partner in proportion to the benefits the partner’s program receives from participation in the local workforce development system.
- U. **Regional Planning/Regional Plan:** Collaboration among the local workforce development boards and chief elected officials of a planning region as described in WIOA Section 106(a)(2) to develop a plan that describes cooperative service delivery strategies, industry sector initiatives, collection and analysis of labor market data, pooling of administrative funds, coordination with economic development agencies, and the execution of an agreement for regional performance accountability.
- V. **Required Partner:** An entity that carries out one or more of the programs or activities identified under WIOA Section 121(b)(1) required to make the services and activities under the partner’s program available through the local workforce development system.
- W. **Resource Sharing:** The cash and/or resources each partner will contribute to fund its proportionate share of costs for operation of the local workforce development system.
- X. **Shared Services:** For purposes of this MOU, it is a shared function or activity that benefits more than one partner program and partners contribute staff time rather than cash or other resources to fund their proportionate share of these types of costs.
- Y. **Specialized Center:** A site in the local area that provides services to address specific needs, including those of dislocated workers, youth, or key industry sectors, or clusters and includes a process to make referrals to the comprehensive OhioMeansJobs Centers and affiliate centers.
- Z. **State Workforce Development Board:** The Governor’s Executive Workforce Board established by the Ohio Governor pursuant to ORC 6301.04 and WIOA Section 101 to advise the Governor on the development, implementation, and continuous improvement of Ohio’s workforce development system.
- AA. **State Infrastructure Funding Mechanism:** The formula that will be implemented by the state to calculate required partners’ proportionate shares of infrastructure costs when consensus agreement cannot be reached among a local workforce development board and required partners in a local area. The method is described in Article VI of this MOU.
- BB. **State WIOA Plan:** The workforce plan developed with WIOA, and approved by the DOL that outlines the programs, services, strategies and performance goals for the statewide workforce development system.
- CC. **Training Services:** Persons deemed unable to obtain or retain employment through career services are eligible to receive training services, which include, but are not limited to: occupational skills training, on-the-job training, programs that combine workplace training with related instructions, private-sector training programs, skills upgrades, entrepreneurial training, job-readiness training, adult education and literacy activities in combination with a training program, or customized training.

- DD. **WIOA:** The Workforce Innovation and Opportunity Act of 2014, enacted to amend the Workforce Investment Act of 1998 (WIA) and to align and continuously improve workforce, education, and economic development systems to effectively address the employment and skill needs of workers, jobseekers, and employers.

Article I: Local Workforce Development System Description

- A. **Overview & General Description:** The local workforce development system includes Butler, Clermont and Warren Counties, 1 Comprehensive OhioMeansJobs Center and 2 Affiliate Centers identified in the table below.

Center Code	OhioMeansJobs Center Name	Address	Counties Served	Hours of Operation
1	OhioMeansJobs Butler County	4631 Dixie Highway Fairfield, OH 45014	Butler	8 AM to 4:30 PM (Resource Room closes at 4 PM)
2	OhioMeansJobs Clermont County	756 Old State Rt. 74; Cincinnati, OH 45245	Clermont	8 AM to 4:30 PM
3	OhioMeansJobs Warren County	300 East Silver Street Lebanon, Ohio 45036	Warren	8 AM to 5 PM Resource Room 8:30 AM to 4:30 PM

B. **Administrative Structure**

1. **State Workforce Development Agency:** The Ohio Department of Job & Family Services (ODJFS), Office of Workforce Development (OWD), 4020 East 5th Avenue, Columbus, Ohio 43219. OWD Grants Administration, in collaboration with the Ohio Governor’s Office of Workforce Transformation, has responsibility for the administration and oversight of Ohio’s workforce development system at the state and local levels.
2. **Chief Elected Officials (CEOs):** Cindy Carpenter, Butler County Commissioner, 315 High St, Hamilton, Ohio 45011; David Painter, Clermont County Commissioner, 101 East Main St, Batavia, Ohio 45103; Shannon Jones, Warren County Commissioner, 406 Justice Dr, Lebanon, Ohio 45036. The CEOs are responsible for the selection of the WIBBCW members, the development of by-laws for WIBBCW structure and are identified as the recipients of WIOA Adult, Dislocated Worker, and Youth funds per WIOA Section 107(d)(12).
3. **Local Workforce Development Board:** Workforce Investment Board – Butler | Clermont | Warren (WIBBCW). The WIBBCW is responsible for oversight and operation of the local workforce development system, which includes (with the agreement of the CEOs), the development of the local plan and the selection of OhioMeansJobs center operators.
4. **Fiscal Agent:** Warren County Board of Commissioners. The Warren County Board of Commissioners contract the Fiscal Agent responsibilities to Salvatore Consiglio, CPA, Inc.

5. Area 12 OhioMeansJobs Operator: The Warren County Board of County Commissioners on behalf of WIBBCW contracted with OhioMeansJobs | Butler • Clermont • Warren (OMJ | BCW) to provide the Ohio Means Jobs (OMJ) Center Operator and/or Career Services under the Workforce Innovation and Opportunity Act (WIOA). The Butler County Department of Job and Family Services is the Lead Organization for OhioMeansJobs | Butler • Clermont • Warren (OMJ | BCW).

6. Comprehensive OhioMeansJobs Center Operator: OMJ | BCW with the Lead Organization as Butler County Department of Job and Family Services, Location Code 1, [Butler County Department of Job and Family Services Butler County -WIOA Title I Adult and Dislocated Worker Program, City of Hamilton School System ABLE, Butler Technical Career Center Adult Education – Carl Perkins Act, Butler County Job and Family Services TANF/OWF work activities, Ohio Department of Job and Family Services TRADE/Wagner Peyser Act, Ohio Department of Job and Family Services Disabled Veterans Outreach Program, Opportunities for Ohioans with Disabilities Title IV/Rehabilitation Services Commission, Mature Services of Cincinnati Title V Over 55 Senior Employment Services, Supports to Encourage Low-Income Families (SELF)]. For purposes of this MOU, the Operator is the party responsible for tracking shared local workforce development system costs, collection of partners’ financial data and documentation needed for reconciliation, completion of reconciliations, adjusting budgets to actual costs, invoicing and collecting payments from partners, and distributing adjusted budgets to partners in accordance with this MOU.

7. Affiliate OhioMeansJobs Center Manager: Clermont County Department of Job and Family Services, Location Code 2, [OhioMeansJobs Clermont County, Location Code 2, ODJFS-OWD, DVOP, ABLE-Southern SSSCC, Opportunities for Ohioans with Disabilities/Rehabilitation Services Commission, Mature Services, Clermont Co. Probation Dept., Legal Aid, Clermont Co. Chamber of Commerce, Easter Seals TriState, Greater Cincinnati Behavioral Health (GCBC)], Clermont County WIOA Title I Adult and Dislocated Worker, Clermont County Department of Job and Family Services Human Services Division TANF/OWF Work Activities].

8. Affiliate OhioMeansJobs Center Manager: OhioMeansJobs | Warren County, Location Code 3, [OhioMeansJobs Warren County WIOA Title I Adult and Dislocated Worker, Warren County ABLE, Warren County Career Center, Warren County Department of Job and Family Services Human Services Division TANF/OWF Work Activities, Ohio Department of Job and Family Services TRADE/Wagner Peyser, ODJFS Disabled Veteran Outreach Program, Opportunities for Ohioans with Disabilities/Rehabilitation Services Commission, AARP Senior Community Service Employment Program, Easter Seals Tri-State].

Article II: Agreement Period

- A. This MOU will be in effect from July 1, 2017, until June 30, 2019, unless an extension is granted per Section B of this Article.

- B. This MOU will be renewed at the end of the MOU period identified in Section A, above. The parties agree to review the information in this MOU, note any necessary changes, and enter into good faith negotiations for the renewal MOU that will be effective July 1, 2019.

Article III: Partner Responsibilities

A. WIOA identifies the following minimum responsibilities for required partners in each local area workforce development system. For consistency, each partner, including each additional partner, will assume the responsibilities identified below, unless otherwise specified in this Article.

1. Provide access to partner programs and activities through the local workforce development system.
2. Use a portion of funds made available for partner program and activities to provide career services through the local workforce development system and to maintain the local workforce development system, including costs for infrastructure, in accordance with Article VI of this MOU.
3. Continue as a party to this MOU and enter into renewal MOUs as long as participating as a partner in the local workforce development system.
4. Participate in the operation of the local workforce development system consistent with the terms of this MOU, the federal laws that authorize partners program or activities, and all applicable state and local laws.

B. In addition to the minimum responsibilities required under WIOA as identified in Section A of this Article, the partners will:

1. Collaborate with WIBBCW to establish a local priority of service policy and will ensure priority of service to veterans and covered spouses for any qualified job training program pursuant to the Jobs for Veterans Act as prescribed in 38 USC 4215.
2. Ensure the programmatic accessibility of facilities, programs, services, technology, and materials to individuals with disabilities per WIOA Section 188.
3. Follow procedures identified in the State, Local, and Regional Plans for compliance with WIOA Section 188 provisions regarding nondiscrimination.
4. Notify the WIBBCW and OWD of any changes to the rules governing partner's program that impact the partner's performance and/or proportionate share under this MOU. The WIBBCW will communicate the changes to the CEOs, Fiscal Agent, OMJ | BCW Operator and Managers, and other partners and will initiate the process to amend this MOU if necessary.
5. Ensure compliance with OhioMeansJobs center policies and procedures by staff members who work at those locations. Should a conflict exist between the OhioMeansJobs personnel policies and a partner's personnel policies; the partner's policies will prevail.
6. Cooperate with efforts to implement the use of an integrated, technology-based intake and case management information system as required under WIOA.
7. Participate and cooperate in data collection and reporting and other activities to track and evaluate performance of the local workforce development system using state and local performance accountability measures.
8. Cooperate with regional planning and implementation of regional service delivery strategies.

Article IV: Coordination of Programs, Services, & Activities

All parties agree to work in cooperation to prevent duplication and to streamline and coordinate services delivered through the local workforce development system as described in this Article. The services are defined in the Career Services document, included as Attachment A to this MOU. Workflow diagram(s) are included as Attachment B to this MOU.

A. Coordination of Services –

1. Discussion of responsibilities and potential program contributions at Partner meetings
2. Cross training to make all partners aware of program options, general guidelines and limitations
3. Information on all partner programs will be kept in desk references that are made available to on-site staff and kept in the resource room
4. Information on partner contact information will be kept in desk references that are made available to on-site staff and kept in the resource room
5. Information on partner programs will be included on new staff training manuals
6. Partners to be made aware of webinars on partner programs
7. Regional partner meetings will be held
8. Web sites will have information on partner services
9. Common forms are used
10. Material is available on all partner programs

See Attachment A. Career Services– See Attachment B Workflow

B. Shared Service Delivery– The parties agree that services will be shared among the partners as described below. The parties further agree that any staff assigned to provide a service will possess the skills and qualifications needed to sufficiently perform the functions involved in the delivery of the service.

1. Performing workshops, resume writing, interviewing techniques, basic computer skills, Excel Word, and any other basic Microsoft Suite programs
2. Working the resource room assisting with customer inquiries and basic resource room services.
3. Leading WIOA orientation presentations and Rapid Response sessions.

C. Accessibility – The partners will implement the strategies described below to ensure that access to services provided through the local workforce development system effectively meets the needs of workers, youth, and individuals with barriers to employment—including individuals with disabilities:

1. Handicapped accessible buildings, as verified through ODJFS Bureau of Civil Rights and local Civil Rights Coordinators
2. Presence of appropriate signage indicating accessible entrances and customer traffic flow
3. Presence of handicapped accessible workstations in youth and adult resource areas
4. Equipment with software allowing use by those with visual or hearing limitations
5. TTY phone access or other telephone access system for those with hearing impairment and tele-video accessibility through Skype and teleconferencing equipment
6. Area 12 uses a common registration form to identify barriers or service strategies. If referrals are needed, those can be made at this point. Additional information on services at the centers is provided and can be used as reference for future use.

D. Absences – Each partner will ensure that staff functions are covered in the event of leave by [describe actions/process to cover absences].

1. Partner management staff will agree to notify OMJ Center management of absences.

2. OMJ Center management will assign other on-site staff to cover any resource room responsibilities.
3. Partner program management should arrange to cancel any appointments or workshops for which program specific information is shared; sign up lists, along with contact information should be maintained and made available to OMJ Center staff in the event that cancellations cannot be accomplished by partner staff.
4. Partners will provide a daily schedule to the front desk personnel.

Article V: Methods of Referral

The parties agree that referral of individuals between the OhioMeansJobs center operator(s) and the partners for the services and activities described in Article IV will be made as follows:

1. Electronic referral
2. Sharing of needs assessment and basic registration information, provided customer has signed a release of information statement
3. Direct referral to on-site partner (phone or in person)
4. Written documentation (referral form)

Article VI: Cost Sharing

Each partner agrees to pay its allocable share of infrastructure and other shared costs in proportion to use and the benefit received as negotiated and described herein. Total costs are detailed and calculated in the In the Budget, which is Attachment C to this MOU and hereby incorporated. Infrastructure Costs are detailed and calculated in the Infrastructure Funding Agreement (IFA), which is Attachment D to this MOU.

- A. **Identification of Shared Costs** – The parties agree that the costs listed below are beneficial to more than one partner program and therefore must be shared by the partners in proportion to the benefit received or use by each partner program.
1. **Infrastructure** – Shared non-personnel costs necessary for the general operation of the OhioMeansJobs Centers. D

Cost	Description/Function	Benefit to Partners
Rent/Building Use Fee	#1 – 19708 sq. ft. of office space, conference rooms, youth and adult resource rooms, computer lab, storage rooms, restrooms, employer services #2- located at 756A Old St Rt. 74 Cincinnati, OH 45245, includes 17300 square feet @ \$9.90 per sq. ft. #3- 1589 sq. ft. of Resource Room, lab and office space @ \$10 sq. ft.	Accessible and usable space to meet participants and refer to services; partner usage for daily duties, functions and services to customers; free parking in lighted lot with snow and ice removal
Utilities	#1-Gas, electric, trash removal, etc. #2#2 Additional cost added under cost sharing agreement #3-Gas, electric (covered under Building Use Fee)	Ability for have functional office space and have facilities able to have public access
Maintenance	#1-Janitorial services, accessibility to county maintenance staff. #2- Included in cost of lease/rent	Ability for have functional office space and have facilities able to have public access; daily cleaning service for work space as well as common space

	#3-Janitorial service, basic upkeep and facility repair (covered under Building Use Fee)	
Equipment	#1 (2) Copiers, (2) Fax Machines, (2) ADA and (18) Public Access PC Workstations, (2) Scan Stations, (12) Training P.C's, (4) Check in Kiosk's, (3) Public Printers #2- Copier, fax machine, - public access PC's, 3 printers #3- Copier, fax machine, 20- public access PC's, 3 printers	Give partners and customers ability to have reasonable functionality on job search and information access.
Supplies	#1, #2, #3- Resume and copy paper, toner, pens, pencils memo pads, paper clips, flash drives, and other assorted office supplies.	The ability to have participants fax, print, develop professional resumes, and for staff to maintain day to day operations
Communication	#1 Service contracts to assure dependable office equipment operations such as phone services, internet provider, email accessibility, (3) public phone banks, (1) lobby guest phone, (6) conference room phones, (24) partner phones at office or cube work area. Also the daily use of social media such as Facebook and Twitter #2- 4 phone lines in resource room, 1 TAA 2 lines at front to receive partner calls – and 1 fax line; postage meter for mail communication #3- 4 phone lines (1 resource room, main phone line, 2 office space phones for partner –one regular and one TAA- or employer use) and 1 fax line; postage for mail communication	The ability to maintain open communications; for employers to use the space for interviewing and for participants to have the ability to contact employers, set up interviews or to contact ODJFS Unemployment
Assessment Software/System	#1, #2, #3 -Access to TABE testing and to multiple practice tests through connectivity to partner services and OhioMeansJobs.com	Ability to assist customers in determining appropriate career paths
Website Maintenance	#1 Butler County OMJ Website is supported and maintained by Butler County IT staff. Web content is maintained through a software program called SiteManager updated daily by OMJ Business Services staff #2- OMJCC website is updated and maintained by county staff at no cost to partners. #3- OMJWC website is updated and maintained by county staff at no cost to partners; however virus protection and internet protection software is paid by partners	Partners can remain in touch with public and disseminate information on programs or job openings
Tools/Software to support accessibility	1#1, #2, #3 - PC's equipped with JAWS and Zoom Text and one handicapped accessible workstation	Ability to serve individuals with limited access to other resources
Assistive Technology for individuals with disabilities	#1- Public access to (2) ADA Software equipped workstations in resource rooms for adults and youth, (1) with adjustable height workstation desk and (2) ergonomic adjustable secretary chairs #2, #3 - 1 ADA accessible workstation	Ability to serve individuals with limited access to other resources

2. **Additional Costs** – Shared costs beneficial to more than one partner program that relate to the operation of the local workforce development system, including costs for the provision of career services that are not funded with staffing resources per Article IV, and other common costs that are not considered “infrastructure” costs as defined in WIOA Section 121(h).

	Description/Function	Benefit to Partners
	Cost	
Workshops	#1, #2, #3 Job search and employment retention with training given in a workshop format. Additional job-search classes for those with legal challenges are also provided by on-site partners.	Access to free job search and employment retention workshops; computer basics, all accessible to partner clients at no cost.
Media/Outreach and Advertising	#1,#3 - Payment for news ads, social media ads, participation in community business expos, job fairs, hiring events, subscriptions, etc. #2 - Use of Clermont's media consultant at no extra fee. Consultant assists in outreach to the press and OMJ social media platform.	To perform effective outreach about OMJ Center services and partners to increase outcome of participation for events and services offered by the OMJ Centers
#3 - Manager (.25 FTE)	#1,#2, #3-Manage and schedule staffing needs and center operations, negotiate with partners ; proper opening/closing and daily operations of facility.	To assure smooth operations and services to customers and partners
#3 - Fiscal staff (.125 FTE)	#1, #2, #3-Track expenses, accounts/receivable/payable, and reconcile partner share	Assure fair and equitable billings within WIOA regulations; assure that services necessary to operate are being paid.
#3 - Receptionist/Data entry (.25 FTE)	#1, #3-Greet guests coming into center, direct to appropriate partner, take phone calls, perform data entry; perform data entry for mandatory WIOA reporting databases. 2- WIOA funded staff greet and direct all public to kiosk for registration and arranges for an OMJ introduction and tour.	Assure that participants are properly being directed and screened and phone calls appropriately directed; data tracking; assure proper and professional treatment
#3 - Greeter (.5 FTE)	#1-OMJ customers will be greeted, directed to the check-in kiosk, assisted them with registration in CFIS and OMJ.COM #2- WIOA funded staff greet and direct all public to kiosk for registration and arrange for an OMJ introduction tour. #3-Title V - SCSEP participant will greet individuals in resource room, direct to kiosk and assist with registration	Assuring the partner customers the resource room are being assisted in a timely manner.

- B. **Cost Allocation** –The parties agree that Cost Allocation Summary table below accurately identifies the cost allocation bases and methods to calculate partners' proportionate shares of costs determined through negotiations.

Cost Allocation Summary			
Cost Pool	Cost Items	Allocation Base/Method	Partner Funding Resource
Facilities	Rent, utilities, maintenance, accessibility	#1, #2 - FTE's #3 - Square footage	Cash
Equipment/Supplies	Printer/copier maintenance, paper, toner, office supplies	#1, #2, #3 - Full Time Equivalents	Cash
Communication/Technology	Telephone lines, internet access, website maintenance, online tools, OhioMeansJobs, reporting tools, accessibility software/tools.	#1, #2, #3 - Full Time Equivalents	Cash
Resource Room	Shared equipment, displays, computers, etc.	#1, #2, #3 - Full Time Equivalents	Cash
OhioMeansJobs Center Management/Personnel	Salary and benefit costs for OhioMeansJobs center director, receptionist, and other staff that serve all partner programs.	#1, #2, #3 - Full Time Equivalents	Cash, Partner staff time contribution
Service Delivery	Tools or software used by universal and/or participants of multiple partner programs, salary and benefits for non-partner/non-center staff (contractors) providing career services for multiple partners, training/cross-training for program staff, customized employment specialists, etc.	#1-In-Kind contributions #2, #3-Full Time Equivalents & In-Kind contributions	#1-Non Cash, contributions Cash, Partner staff time contribution,
Additional/Miscellaneous	Workshops	#2, #3 - Full Time Equivalents	In-Kind paid to third party by partner
	Partner dedicated office space	#2 Full Time Equivalent #3 - Direct Charge	Cash
	Partner direct cost services(postage)	#2-Full Time Equivalent #3 - Direct Charge	Cash
	Partner dedicated phone service	#2-Full Time Equivalent #3 - Direct Charge	Cash

C. Reconciliation

All parties agree that a quarterly reconciliation of budgeted to actual costs will be completed in accordance with the following process to ensure compliance with federal Uniform Guidance and Cost Principles.

1. Upon receipt of cost information and documentation of the actual costs for the quarter, the OMJ | BCW Operator and OMJ Managers will compare budgeted costs to actuals and will apply the allocation methods described in Section B, above, to determine the actual costs allocable to each partner.
2. The OMJ | BCW Operator and OMJ Managers will prepare an updated budget document showing cost adjustments and will prepare an invoice for each partner with the actual costs allocable to each partner for the quarter.

3. OMJ | BCW Operator and OMJ Managers will submit the invoices to the partners and send a copy of the updated budget to all parties no later than 30 days after the end of each quarter. The partners understand that the timeliness of the OMJ | BCW Operator and or OMJ Managers preparation and submission of invoices and adjusted budgets is contingent upon the timeliness of each partner in providing OMJ | BCW Operator and OMJ Managers the necessary cost information. For partners that advance funds to the local area, OMJ | BCW Operator and OMJ Managers need only send a copy of the updated budget.
 4. Upon receipt of the invoice and adjusted budget, each partner will review both documents and will submit payment to the OMJ | BCW Operator and OMJ Managers no later than 30 days following receipt. Payment of the invoice signifies agreement with the costs in the adjusted budget. For partners that advance funds to the local area, funds for quarterly payments may be drawn down upon approval via email of the reconciled budget.
 5. Partners will communicate any disputes with costs in the invoice or the adjusted budget to the OMJ | BCW Operator and OMJ Managers and WIBBCW in writing. The OMJ | BCW Operator and OMJ Managers will review the disputed cost items and respond accordingly to the partner and WIBBCW within 15 days of receipt of notice of the disputed costs. When necessary, the OMJ | BCW Operator and OMJ Managers will revise the invoice and the adjusted budget upon resolution of the dispute.
 6. In the event of a situation where construction, emergency repairs, outages (water, power, telephone, Internet), or other unexpected situation requires the relocation of partner staff for more than 10 working days from an OhioMeansJobs Center to another site, reconciliation will include calculations of any additional costs incurred and/or reduced costs as appropriate for the circumstances (e.g., increases due to leasing alternative space or increased insurance; reduced costs due to reduction in utilities or reduced income). Costs to partners will be adjusted in accordance with the allocation base negotiated in this MOU. Such calculations will be documented in a spreadsheet and shared with all of the partners.
- D. **State Infrastructure Funding Mechanism** – All parties acknowledge that if consensus agreement on shared infrastructure costs cannot be reached by May 31 of the last year of the MOU period listed in Article II, Section A of this MOU, the State is required under WIOA Section 121(h)(2) to implement a funding mechanism to calculate and collect each required partner's proportionate share of infrastructure costs payable to the local area. When necessary, ODJFS, on behalf of the Ohio Governor, will implement the state infrastructure funding mechanism, which is described in Attachment E to this MOU and hereby incorporated. If implemented, the state-calculated infrastructure budget with the partners' proportionate share of costs will be included in this MOU as Attachment E-1. The state infrastructure funding mechanism will be implemented for a period consistent with the MOU period in Article II, Section A, unless the parties reach a consensus agreement on infrastructure funding prior to the end of the MOU period.
- E. **Budget** – The Budget spreadsheet included as Attachment C to this MOU details all shared services, shared costs, cost pools, and cost allocation methods. Cost allocation and reconciliation will be calculated and documented in the Budget. Quarterly adjustments to the Budget as a result of reconciliation will not require an amendment to this MOU.

Article VII: Termination/Separation

- A. **MOU Termination:** This MOU will remain in effect until the end date specified in Article II, Section A, unless:

1. All parties mutually agree to terminate this MOU.
2. WIOA and the corresponding regulations are repealed.
3. Local area designations are changed.

B. **Partner Separation** – Any partner may terminate its participation as a party to this MOU upon 60 days written notice to the WIBBCW. In such an event:

1. WIBBCW will provide written notice to all remaining partners and to OWD Grants Administration.
2. The WIBBCW and OMJ | BCW Operator and OMJ Managers will review the budget to determine where adjustments can be made that will prevent an increase in the remaining partners' shared cost amounts.
3. The WIBBCW will amend this MOU per Article VIII and the OMJ | BCW Operator and OMJ Managers will prepare a revised budget document

C. **Effect of Termination**

1. **Required Partners** – Each required partner understands that participation as a party to this MOU is required under WIOA Section 121(b)(1)(A)(III) and any required partner that opts to terminate its participation as a party to this MOU:
 - a. Is still obligated as a required partner to provide access to program activities and services through a direct linkage with a comprehensive OhioMeansJobs Center.
 - b. Will be subject to, and will cause all other required local partners to be subject to, the state infrastructure funding mechanism.
 - c. Will be required to pay its proportionate share of infrastructure costs as determined under the state infrastructure funding mechanism.
 - d. Must be reported to OWD Grants Administration and to the state agency that administers the partner program, as applicable. For required partners that get program funds directly from the DOL, the DOL will be notified.
 - e. May be subject to sanctions by the state and/or federal agency that administers the partner program.
 - f. Must make best efforts to find another entity that will fulfill the required partner role and/or will make recommendations to the WIBBCW, OMJ | BCW Operator, and OMJ Managers on budget adjustments or other means to defray a cost increase to the remaining partners.
 - g. Will send written notice to OWD Grants Administration and to the state agency that administers the partner program, as applicable, prior to submitting written notice of the separation to the WIBBCW. Required partners that receive funds directly from the DOL must send written notice to the DOL Grant Officer assigned to the partner in addition to OWD Grants Administration.

2. Any non-required partner that terminates its role as a party to this MOU is no longer eligible to participate as a partner in the local workforce development system.

Article VIII: Amendment

- A. This MOU and Budget may be amended upon mutual agreement of the parties as allowable under applicable federal, state and local laws. This MOU must be amended when one or more of the following occurs:
 1. The addition or removal of a partner from this MOU.
 2. A change of OhioMeansJobs center operator, the administrative structure, or the physical location of an OhioMeansJobs center.
 3. A change that significantly alters negotiated terms to this MOU—including, but not limited to—changes in shared services, service delivery, referral methods, costs or cost sharing.
 4. Any other change that will impact shared costs, which does not include updates to the budget as a result of quarterly reconciliation.

- B. All parties agree that amendments involving changes with no impact on shared services, cost-sharing, or other negotiated terms need only be signed by authorized representatives of the WIBBCW, the CEOs, and the affected partner(s). However, in a multi-jurisdictional area where amendments do not impact all OMJ Centers in the area, signatures will only be required of all parties in the affected OMJ Centers(s). All other amendments will require the signatures of all parties. All amendments will involve the following process:
 1. The party seeking an amendment will submit a written request to the WIBBCW that includes:
 - a. The requesting party's name.
 - b. The reason(s) for the amendment request.
 - c. Each Article and Section of this MOU that will require revision.
 - d. The desired date for the amendment to be effective.
 - e. The signature of the requesting party's authorized representative.
 2. If the request is approved, the WIBBCW will notify the remaining partners of the intent to amend and will allow 30 days from the date of the notice (unless another timeframe is specified in the notice) for the remaining partners to review the requested changes and to submit a response to the WIBBCW. No response by a partner will be considered approval of the requested changes.
 3. Any partner with questions and/or concerns regarding the requested changes must be submitted to the WIBBCW in writing within the specified timeframe.
 4. The WIBBCW will provide a written response to the partner within 15 days of receipt of the partner's questions. The WIBBCW will have the discretion to share questions/concerns with other partners and/or to schedule a meeting to achieve consensus on a final amendment draft.

5. The final, approved amendment draft will be signed by authorized representatives of the affected partners then submitted to the WIBBCW for the final signature unless it is an amendment that requires the signatures of all parties, in which case, WIBBCW must secure all local signatures and submit to ODJFS for final signature.
 6. The WIBBCW will distribute copies of the fully executed amendment to all parties and to OWD.
- C. This writing is the entire agreement among the parties with respect to each party's role and responsibilities in the local workforce development system. All parties agree that any amendments to applicable laws or regulations cited herein will result in the correlative modification of this MOU without a formal, written amendment.
 - D. All parties agree to communicate details of any amendments to their respective staff members whose responsibilities may be impacted by the changes and further agree to ensure that their staff members are referencing or utilizing the most current version of the MOU in the performance of their responsibilities.
 - E. Amendments that will require the signatures of all parties must be executed no later than 90 days prior to the end of the MOU period. Amendments that require only the signatures of the WIBBCW, the chief elected officials, and the affected partner(s) must be executed no later than 45 days from the end of the current State Fiscal Year to allow time for Purchase Order modifications.

Article IX: Confidentiality

All parties acknowledge that program participant information and certain other types of information are considered confidential under federal and state law. All parties further acknowledge that service delivery and other activities conducted by the parties' staff members under this MOU will generate and involve the use of confidential information for more than one partner program. Therefore, all parties agree to implement the strategies described below to minimize the risks of unauthorized disclosure:

- A. All parties will ensure that their respective staff members who will deliver services and carry out activities through the local workforce development system and in the OhioMeansJobs Centers are properly informed and have completed training on the use, protection, disclosure, and disposal of confidential data as well as the criminal penalties for unauthorized use or disclosure under federal and state confidentiality laws.
- B. Further, all parties will develop procedures to implement the following safeguards, which are common requirements across federal and state confidentiality laws, and will ensure that their respective staff members are effectively trained on such procedures and follow them.
 1. Identifying the staff members who will be authorized to access confidential data in the performance of their work under this MOU.
 2. Authorizing access to such staff members in a written statement to be signed by the staff member that identifies and describes the confidential data, the authorized representative of the partner program that owns the data, the system that contains the data, the allowable uses of the data, the procedures for safeguarding the data, and the requirements, restrictions, and penalties under the applicable federal and state confidentiality laws.
 3. Storing confidential data in an area that is physically safe from access via computer, remote terminal or any other means during duty hours, non-duty hours, or when not in use.

4. Segregating each partner program's confidential data from other data.
 5. Applying federal encryption standards to any data that is kept in a portable format or emailed.
 6. Restricting access of confidential data to only authorized employees and officials of the parties to this MOU who must access the data in the performance activities under this MOU.
 7. Processing confidential data and records created from the information under the immediate supervision and control of authorized personnel to ensure that the data will be processed and utilized in a manner that will protect the confidentiality of the information.
 8. Prohibiting disclosure of any confidential data to a third party without prior written permission from the authorized representative of the partner program responsible for the data.
 9. Limiting collection and use of any information, systems, or records that contain personal identifying data to purposes that support programs and activities under this MOU, and, when possible, de-identifying data and presenting it in aggregate form for purposes such as evaluation or reconciliation.
- C. The WIBBCW will allow partner representatives to make onsite inspections to ensure compliance with federal and state data-protection laws, regulations, and standards.
- D. In the event of any suspected or actual breach or violation of confidentiality laws or regulations for a particular program,
- E. Federal and State laws and regulations regarding the use and disclosure of confidential information under WIOA and the partner programs include:
1. 29 USC 2935(a)(4) WIOA Reports, Recordkeeping, Investigation.
 2. The Privacy Act (5 USC 552a).
 3. The Family Educational and Privacy Rights Act (20 USC 1232g), also referenced in WIOA Section 136(f)(3).
 4. 42 USC 602(a)(1)(A)(iv) and 42 USC 608(a)(9)(B) regarding information on TANF recipients.
 5. 7 USC 2020(e)(8) and 7 CFR 272.1(c) regarding information on recipients of Supplemental Nutrition Assistance Program (SNAP) benefits.
 6. 34 CFR 361.38 Protection, use and release of personal information of Vocational Rehabilitation Services participants.
 7. ORC 149.431 Records of governmental or nonprofit organizations receiving governmental funds.
 8. ORC 5101.27 Restricting Disclosure of Information Regarding Public Assistance Recipients.
 9. ORC 4141.21 and 4141.22 regarding use and disclosure of Unemployment Compensation records.
 10. ORC 3304.21 regarding use of information relative to participants of programs administered by Opportunities for Ohioans with Disabilities.

11. ORC 1347.12 regarding disclosure of security breach of computerized personal information data.
 12. Sections 5101: 9-22-15 and 5101: 9-22-16 of the Ohio Administrative Code (OAC) regarding release of and access to confidential personal information.
 13. OAC 5101:1-1-03 regarding disclosure of information on recipients of: disability financial assistance; Ohio Works First; or Prevention, Retention, and Contingency programs under ORC Chapters 5115, 5107 and 5108, respectively.
 14. OAC 4141-43-01 and 4141-43-02 regarding disclosure of Unemployment Compensation information.
 15. OAC 3304-2-63 regarding use of information relative to applicants or participants of programs administered by Opportunities for Ohioans with Disabilities.
 16. Department of Labor, Training and Employment Guidance Letter (TEGL) 39-11 regarding handling and protection of personally identifiable information.
- F. The WIBBCW or its designee will maintain a current list of staff members who are authorized to access personal confidential information for each partner program under this MOU and will identify the types of data and data systems that the authorized staff members are permitted to access.

Article X: Dispute Resolution

- A. For purposes of this MOU and for other issues relevant to participation in the local workforce development system, each party expressly agrees to participate in good faith negotiations to reach a consensus on the terms and conditions in this MOU. However, should a dispute arise among any or all of the parties, all parties agree to take the steps listed below and make a good-faith effort to resolve the dispute.
- B. The WIBBCW and/or partners may ask ODJFS and the other state agencies responsible for oversight of partner programs to participate in the dispute resolution process.
- C. Should all reasonable attempts to resolve the dispute at the local level be unsuccessful, the WIBBCW will report the dispute to OWD, which will intervene with the parties to resolve the disputes.
- D. If the parties cannot reach a consensus agreement on infrastructure costs by May 31 of the current state fiscal year, OWD is required to initiate the state infrastructure funding mechanism detailed in Attachment D to this MOU to ensure that infrastructure costs are paid.
- E. For all other disputed terms and costs, if OWD intervention does not help resolve the dispute, OWD is required to notify the DOL and the federal agencies responsible for oversight of the partner programs that WIBBCW and partners have failed to execute an MOU.

Article XI: Safety and Security

- A. All parties acknowledge that the staff members who will deliver services or conduct activities in OhioMeansJobs Centers must be provided with a safe and healthy working environment that is compliant with the Occupational Safety and Health Administration (OSHA) standards and the Ohio Public Employment Risk Reduction Program (PERRP), as applicable.
- B. All parties will ensure that the staff members are effectively trained on policies and procedures relevant to workplace safety and workplace conduct.

- C. Each party with staff assigned to work in the local OhioMeansJobs Centers will identify a contact person at each party's administrative office who will be notified of any safety concerns or personnel issues.

Article XII: Limitation of Liability

To the extent permitted by law, each party agrees to be responsible for any liability that directly relates to any and all of its own acts or omissions or the acts or omissions of its employees. In no event will any party be liable for any indirect or consequential damages caused by actions or omissions of another party or by the employees of another party.

Article XIII: General Provisions

All parties agree to follow all federal, state and local laws and regulations as applicable under this MOU, including those listed below, which are generally applicable to WIOA, most federally-funded partner programs, and to parties that provide programs and services on behalf of the State of Ohio.

- A. **Jobs for Veterans Act** – As stated in Article III B 1, each party agrees to provide priority of service to veterans and covered spouses for any qualified job training program pursuant to 38 USC 2813.
- B. **Americans with Disabilities** – Each party, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
- C. **Pro-Children Act** – If any activities under this MOU call for services to minors, each party agrees to comply with the Pro-Children Act of 1994 (45 CFR 98.13) that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
- D. **Drug-Free Workplace.** Each party, its officers, employees, members, sub recipient(s) and/or any independent contractors (including all field staff) associated with this MOU agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. Each party will make a good faith effort to ensure that none of each party's officers, employees, members, and sub recipient(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
- E. **Fair Labor Standards and Employment Practices**
1. Each party hereby affirms compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
 2. Pursuant to WIOA Section 188, in carrying out this MOU, each party affirms that it will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion demotion, rate of pay, or eligibility for in-service training programs.
 3. Each party agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.

4. Each party agrees to collect and maintain data necessary to show compliance with the foregoing nondiscrimination provisions of WIOA Section 188.
- F. **Civil Rights Assurance.** All parties hereby agree that they will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).
 - G. **Work Programs.** Each party agrees not to discriminate against individuals who have or are participating in any work program administered by any County Department of Job and Family Services under ORC Chapters 5101 or 5107.
 - H. **Ethics Laws.** Each party certifies that by executing this MOU, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2011-03K pertaining to ethics. Each party further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
 - I. **Conflict of Interest** – All parties agree to comply with the following, as applicable:
 - a. All parties agree that they, their officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of functions and responsibilities under this MOU. If any party, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, the party will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215. The parties further agree that the person with the conflicting interest will not participate in any activities hereunder until ODJFS, in collaboration with other state partners and, if necessary, the Ohio Attorney General's office, determines that participation would not be contrary to public interest.
 - b. Each party will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
 - J. **Qualifications to Conduct Business** – Each party affirms that it and any and all sub recipients and subcontractors that will perform under this MOU have all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the MOU period any party or its sub recipients or subcontractors for any reason, become disqualified from conducting business in the Ohio, the affected party will notify W in writing and will take measures to ensure that the disqualified party immediately ceases performance of activities hereunder.

Article XIV: Partial Invalidity

This MOU will be governed, construed, and enforced in accordance with all applicable federal, state, and local laws. Should any portion of this MOU be found unallowable by operation of statute or by administrative or judicial decision, it is the intention of the parties that the remaining portions of this MOU will not be affected as long as performance remains feasible with the absence of the unallowable provision(s).

Article XV: Counterpart

This agreement may be executed in one, or more than one counterpart and each executed counterpart will be considered an original, provided that the counterpart is delivered by facsimile, mail courier or electronic mail, all of which together will constitute one and the same agreement.

**Memorandum of Understanding
for
Local Area 12
Workforce Development System**

Signature Page

By signing, each party affirms that this MOU accurately describes the negotiated roles, responsibilities, and costs.

Local Area 12 Workforce Development Board
Chairperson

Mardia Shands
Sr. Director Human Resources, Miami Valley Gaming

Printed Name & Title

Mardia A. Shands 10/6/17
Signature Date

Local Area 12 Workforce Development Board

Amy Pond, Interim Director

Printed Name & Title

Amy Pond 10/6/17
Signature Date

Ohio Department of Job and Family Services
State Workforce Agency and Required Partner for Wagner-Peyser, Trade Act, Disabled Veterans' Outreach Program, Local Veterans' Employment Representative, and Unemployment Insurance

Ryan Thompson, Workforce Administrator
Office of Workforce Development

Signature Date

Local Area 12 MOU Signature

President, Butler County Board of Commissioners

T.C. Rogers, President

Printed Name & Title

Signature Date

Approved as to form only:

Assistant Prosecuting Attorney

Local Area 12 MOU Signature

President, Clermont County Board of Commissioners

David H. Uible, President,

Printed Name & Title

Signature

Date

Approved as to form only:

Assistant Prosecuting Attorney

Local Area 12 MOU Signature

President, Warren County Board of Commissioners

Tom Grossman, President

Tom Grossmann, President
Printed Name & Title

[Handwritten Signature] 11/3/17
Signature Date

Approved as to form only:

[Handwritten Signature]

Assistant Prosecuting Attorney

Local Area 12 MOU Signature

Director, Butler County Department of Job and Family Services

TANF, WIOA Title I Adult and Dislocated Worker

William Morrison, Director

Printed Name & Title


Signature

Date

Director, Clermont County Department of Job and Family Services
TANF, WIOA Title I Adult and Dislocated Worker

Judy Eschmann, Director

Printed Name & Title

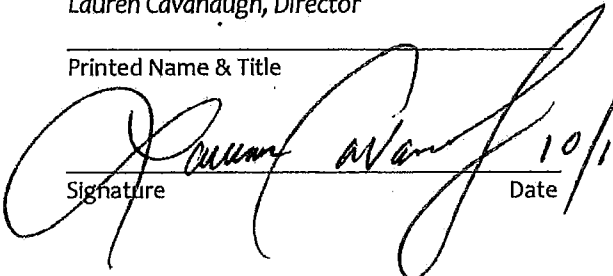
 10.20.2017

Signature Date

Director, Warren County Department of Job and
Family Services/Human Services Division
TANF

Lauren Cavanaugh, Director

Printed Name & Title

 10/16/2017

Signature

Date

OhioMeansJobs | Warren County
WIOA Title I Adult and Dislocated Worker

Matt Fetty, Director

Printed Name & Title

 10-5-17

Signature

Date

Local Area 12 MOU Signature

Hamilton City Schools
ABLE

Anthony Orr, Superintendent

Printed Name & Title

Anthony T. Orr, 10-13-17
Signature Date

Robert A Hancock, Treasurer

Robert A Hancock
Printed Name & Title

Robert A Hancock 10-13-17
Signature Date

Local Area 12 MOU Signature

Southern State Community College
Aspire

Karyn Evans

Printed Name & Title

Karyn J. Evans 10/24/17

Signature Date

Local Area 12 MOU Signature

Warren County Aspire
Aspire

Karen Karnes

Printed Name & Title

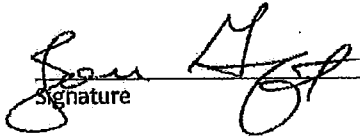
Karen Karnes *10/9/17*
Signature Date

Local Area 12 MOU Signature

Butler Tech
Vocational Education

Jon Graft, CEO

Printed Name & Title

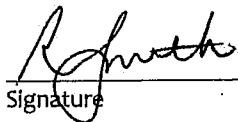
 10/31/17
Signature Date

Local Area 12 MOU Signature

Warren County Career Center
Vocational Education

Rick Smith, Superintendent

Printed Name & Title

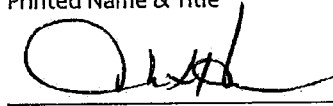

Signature

10/17/17

Date

Tom Harris, Adult Programs Director

Printed Name & Title


Signature

10/17/2017

Date

Local Area 12 MOU Signature

Opportunities for Ohioans with Disabilities
Vocational Rehabilitation

Kevin Miller, Executive Director

Printed Name & Title

Kevin Miller

Signature

Date

10/17/17

Local Area 12 MOU Signature

Mature Services

Senior Community Service Employment Program

Heather Pennington, Project Director

Printed Name & Title

 10/9/17

Signature

Date

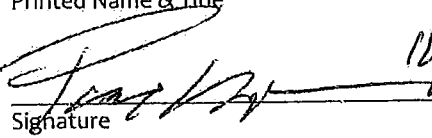
Local Area 12 MOU Signature

Mature Services

Senior Community Service Employment Program

Paul Magnus, VP for Workforce Development

Printed Name & Title

 12/10/17

Signature

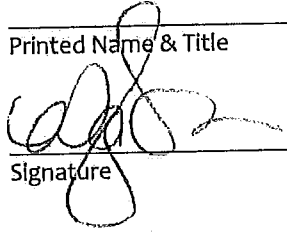
Date

Local Area 12 MOU Signature

Easterseals of Greater Cincinnati
WIOA Title I Youth

Pamela Green, President and CEO

Printed Name & Title



Signature

10/10/17
Date

Local Area 12 MOU Signature

Legal Aid Society – Greater Cincinnati

Mary Asbury, Executive Director

Printed Name & Title

 
Signature Date

Local Area 12 MOU Signature

Adult Probation, Clermont County

Julie Frey, Director of Probation Services

Printed Name & Title

Julie Frey 10/10/17
Signature Date

Local Area 12 MOU Signature

Clermont County Chamber of Commerce

Matt Van Sant, President

Printed Name & Title

Matt Van Sant, President 10/19/17

Signature

Date

**Local Area __ MOU
Signature Page
ODJFS Administration**

The signature below affirms that the content of this MOU and attachments is compliant with the requirements set forth in WIOA Section 121(c) and the corresponding regulations in 20 CFR 678.

Bruce Madson, ODJFS Assistant Director

Date

Resolution

Number 17-1744

Adopted Date November 02, 2017

DECLARE VARIOUS ITEMS WITHIN AUDITOR'S OFFICE, BUILDING AND ZONING, BOARD OF DEVELOPMENTAL DISABILITIES, COMMUNITY CORRECTIONS, COMMON PLEAS COURT, COUNTY COURT, DRUG TASK FORCE, JUVENILE DETENTION, FACILITIES MANAGEMENT, MARY HAVEN, SHERIFF'S OFFICE, TELECOM, VETERANS, AND WATER & SEWER DEPARTMENT, AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS

BE IT RESOLVED, to authorize disposal of various items from Auditor's Office, Building and Zoning, Board of Developmental Disabilities, Community Corrections, Common Pleas Court, County Court, Drug Task Force, Juvenile Detention, Facilities Management, Mary Haven, Sheriff's Office, Telecom, Veterans, and Water & Sewer Department 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 2nd day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/jm

cc: 2017 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office

Warren County Facilities Management

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Auditor

Oct 6, 2017

005

Various office equipment



Select Item Types

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	Canon	DR-2050C	n	Office Scanner - missing power cord
2	Canon	DR-2010C	y	Office scanner
1	Canon		Y	Calculator
1	HP		Y	Monitor 15"
1	Dell		Y	Monitor 15"
1	HP	DC7600	y	lower computer processor
1	HP		y	lower computer processor
1				Keyboard
1				American Print matted and framed

Additional Comments

Empty box for additional comments.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Rosie Crogan

Title: Deputy Auditor

Phone Number 5136951295

Location of Item: Come to the Auditor's office - 2nd floor Administration Building

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

Michael D. Shadoan
Director

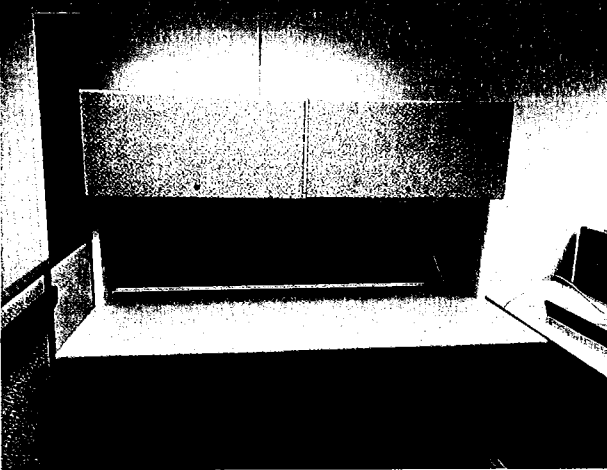
GovDeals Item Inspection Form

Auditor

Oct 9, 2017

006

Computer Workstation/Desk



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand Unknown

Model #

Serial #

Date Removed From Service 10/6/17

Did Item Work When Removed?

Yes No Unknown

Additional Comments

Empty text box for additional comments.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Rosie Crogan

Title: Deputy Auditor

Phone Number 513-492-7054

Location of Item: Auditor's office - 2nd Floor

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

Michael D. Shadoan
Director

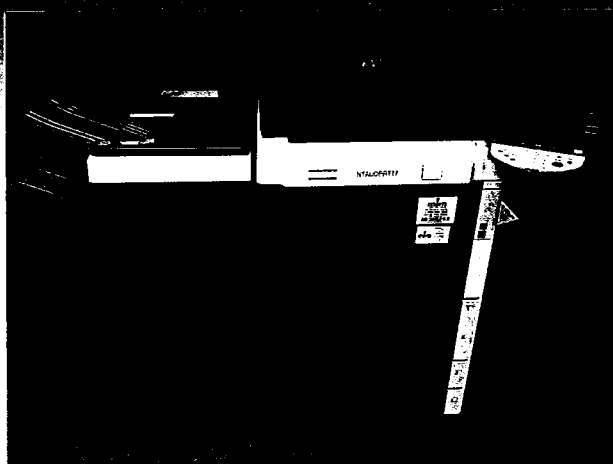
GovDeals Item Inspection Form

Auditor

Oct 25, 2017

008

Konica Minolta Biz hub 601



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand Konica Minolta

Model # Bizhub 601

Serial #

Date Removed From Service 10/24/17

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

Included Document Feeder tray



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Rosie Crogan

Title: Deputy Auditor

Phone Number 513-492-7054

Location of Item: 2nd Floor Auditor - Rosie Crogan 513.695.1235

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

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Building & Zoning

Sep 13, 2017

001

COMPUTER MONITORS AND PC



Select Item Type

Lot of Multiple Items

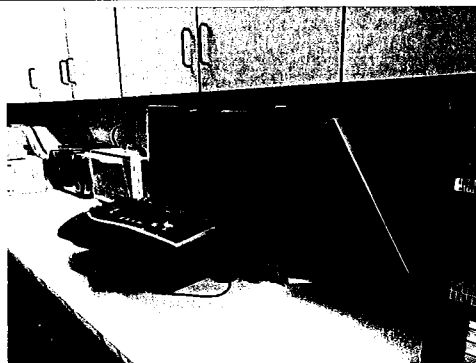
Qty	Brand	Model	Working Condition Y/N	Description
5	Dell		Yes	monitors
5	Dell		Yes	PC's
4	Dell		Yes	keyboards

Additional Comments

Empty box for additional comments.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Anna Helton

Title: Office Admin

Phone Number 1295

Location of Item: Building & Zoning Department

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

Michael D. Shadoan
Director

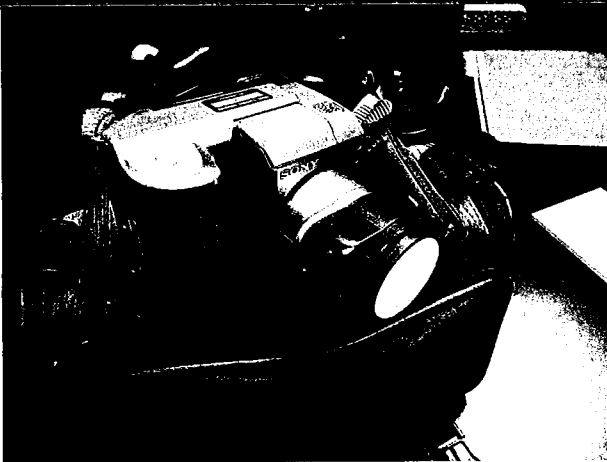
GovDeals Item Inspection Form

Building & Zoning

Sep 20, 2017

002

camera, scanner, fax, dry eraser board



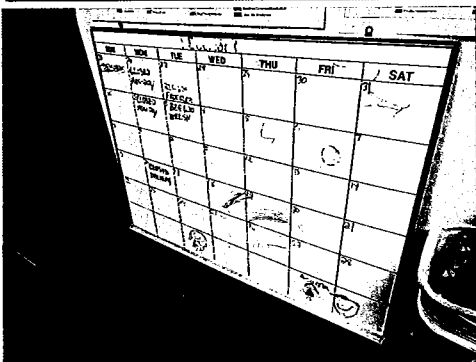
Select Item Type

Lot of Multiple Items

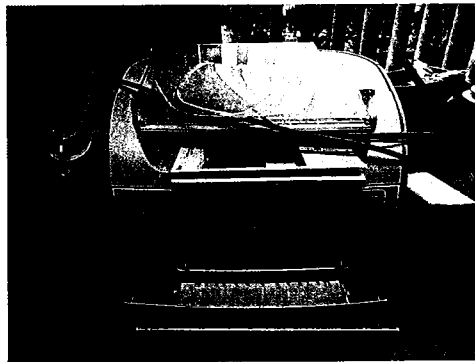
Qty	Brand	Model	Working Condition Y/N	Description
1	sony		y	camera
1			y	dry eraser board
1	canon		y	fax machine
1	kodak		y	scanner

Additional Comments

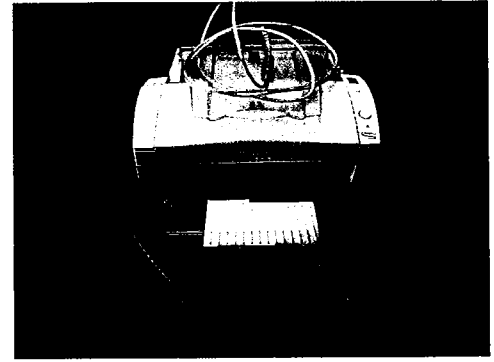
Additional Comments area (empty box)



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Jackie Hankins

Title: Administrative Support

Phone Number 695-1294

Location of Item: Zoning department

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

Michael D. Shadoan
Director

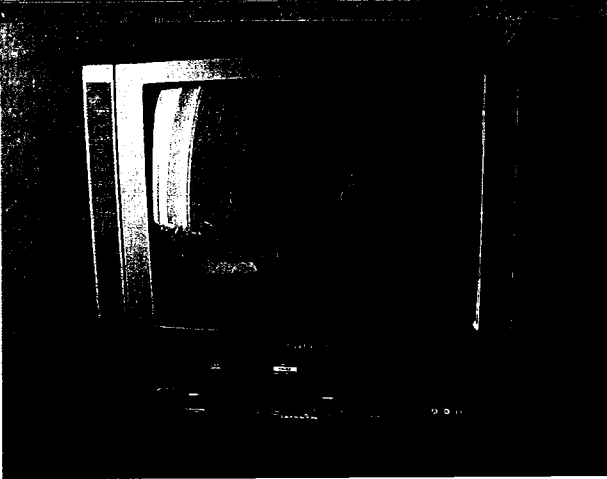
GovDeals Item Inspection Form

County Court

Sep 29, 2017

004

19 inch Color TV/DVD/VHS



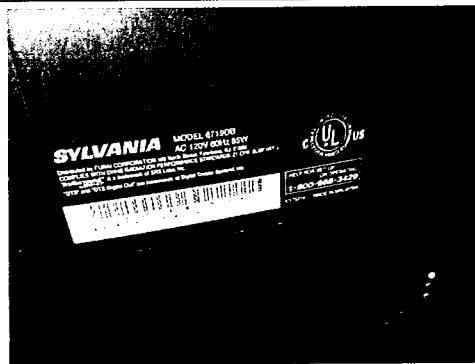
Select Item Type:

Category: 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: Melissa Moubray

Title: Court Administrator

Phone Number 513.695.2411

Location of Item: Warren County Court

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
513-695-1463Michael D. Shadoan
Director

GovDeals Item Inspection Form

Drug Task Force

10/20/2017

109

1997 HONDA CIVIC EX



Select Item Type

Vehicle

Vin # 1HGEJ8246WL014382

Title restriction?
 Yes No

Odometer Reading 189,035

Accurate?
 Yes No Unknown

Year 1997

Make

Model HONDA CIVIC EX

Does it Start?
 Yes No With BoostDoes it run?
 Yes No

Color SILVER

Exterior Condition?
 Good Minor Dents, Dings
Scratches or rust Sever dents, Dings
Scratches or RustInterior
 Cloth Leather OtherInterior Condition?
 Good Fair Poor

Additional Comments

VEHICLE WAS SEIZED PROPERTY. NO MAINTENANCE RECORDS AVAILABLE. VEHICLE DOES HAVE SOME RUST. CONTACT THE WARREN COUNTY GARAGE @ 513-695-1350 TO SCHEDULE AN INSPECTION.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Dana Chiamonte

Title: Fiscal Clerk

Phone Number x 1285

Location of Item: WC Garage

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

DTF17111

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Drug Task Force

10/20/2017

111

2003 FORD F-150



Select item type:

Vin # Title restriction? Yes No

Odometer Reading Accurate? Yes No Unknown

Year Make

Model Does it Start? Yes No With Boost Does it run? Yes No

Color 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

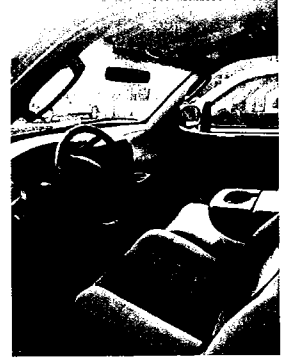
4.6L V8 GAS ENGINE, AUTOMATIC TRANSMISSION, 4WD, STOCK AM/FM CD RADIO, AC, CRUISE CONTROL, TILT STEERING, REMOTE MIRRORS, CLIMATE CONTROL, POWER STEERING, POWER WINDOWS, POWER LOCKS, MANUAL SEATS, DUAL AIR BAGS, ROLL BAR AND BUMPER GAURDS COME WITH TRUCK BUT NOT ATTACHED. EXHAUST MANIFOLD STUDS BROKEN (MINOR EXHAUST LEAK AT START UP), A/C COMPRESSOR LEAKING FREON(A/C LINES CONNECTED ARE IN BAD SHAPE MAY NEED REPLACED) AND CALIPER HANGING UP AT TIMES.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Dana Chiamonte

Title: Fiscal Clerk

Phone Number x 1285

Location of Item: WC Garage

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
513-695-1463Michael D. Shadoan
Director

GovDeals Item Inspection Form

Drug Task Force

10/20/2017

112

2004 CHEVY TAHOE



Select Item Type

Vehicle

Vin # 1GNEK13Z54R106906

Title restriction?
 Yes No

Odometer Reading 142568

Accurate?
 Yes No Unknown

Year 2004

Make

CHEVROLET

Model TAHOE

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

5.3L V8 GAS ENGINE, AUTOMATIC TRANSMISSION, 4WD, AC, STOCK AM/FM CD STEREO, CRUISE CONTROL, TILT STEERING, REMOTE MIRRORS, POWER STEERING, POWER WINDOWS, POWER DOOR LOCKS, POWER SEATS, TAN LEATHER INTERIOR. TRANSMISSION SEVERELY SLIPS WHILE DRIVING AND EXHAUST LEAK FROM DRIVER SIDE EXHAUST MANIFOLD. ALSO HAS SURFACE RUST FORMING ON DRIVER ROCKER PANEL.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Dana Chiamonte

Title: Fiscal Clerk

Phone Number x 1285

Location of Item: WC Garage

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

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Drug Task Force

10/20/2017

113

2004 DODGE DURANGO



Select Item Type:

Vin # Title restriction? Yes No

Odometer Reading Accurate? Yes No Unknown

Year Make

Model Does it Start? Yes No With Boost Does it run? Yes No

Color 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

5.7L V8 GAS ENGINE, AUTOMATIC TRANSMISSION, 4WD, CRUISE CONTROL, TILT STEERING, REMOTE MIRRORS, POWER STEERING, POWER WINDOWS, POWER DOOR LOCKS, POWER SEATS. VEHICLE WAS DRIVEN HERE, BUT LAST TIME IT WAS MOVED THE ENGINE WAS KNOCKING AND WILL NOW NOT START WITH A BOOST.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Dana Chiamonte

Title: Fiscal Clerk

Phone Number x 1285

Location of Item: WC Garage

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

Michael D. Shadoan
Director

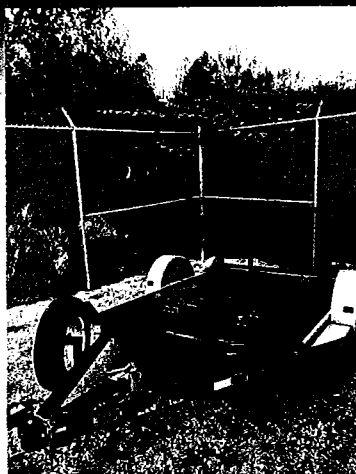
GovDeals Item Inspection Form

Drug Task Force

10/20/2017

114

2002 DIAMOND MOTORCYCLE TRAILER



Select Item Type

Vehicle

Vin # 46UFUO91621078641

Title restriction?
 Yes No

Odometer Reading

Yes No Unknown

Year 2002

Make

FORD

Model

Does it Start?
 Yes No With Boost

Does it run?
 Yes No

Color BLACK

Exterior Condition?

Good Minor Dents, Dings
Scratches or rust

Sever dents, Dings
Scratches or Rust

Interior

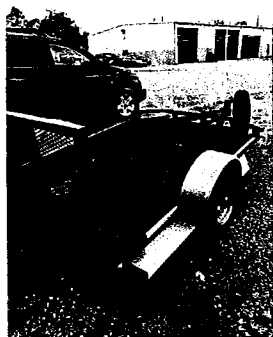
Cloth Leather Other

Interior Condition?

Good Fair Poor

Additional Comments

NO TITLE FOR THIS TRAILER. BILL OF SALE WILL BE ISSUED TO WINNING BIDDER.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Dana Chiamonte

Title: Fiscal Clerk

Phone Number x 1285

Location of Item: WC Garage

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

Michael D. Shadoan
Director

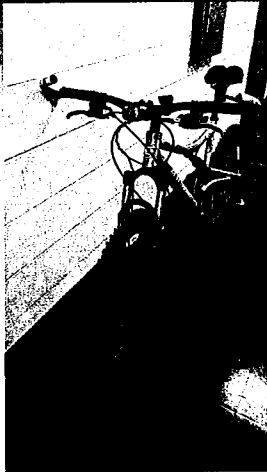
GovDeals Item Inspection Form

Drug Task Force

10/24/2017

115

CANONDALE BICYCLE



Select quantity

Single Item

Category

Bicycles

Brand

CANONDALE

Model #

Serial #

Date Removed From Service

Did Item Work When Removed?

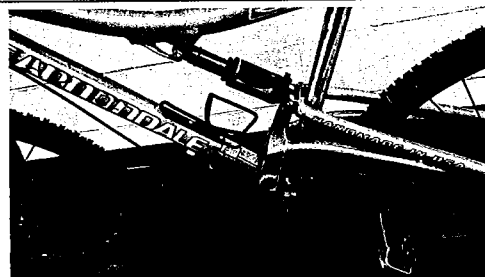
Yes

No

Unknown

Additional Comments

SEIZED PROPERTY. BICYCLE HAS BEEN STORED FOR SEVERAL YEARS. TIRES ARE FLAT AND BICYCLE IS VERY DIRTY, BUT IT APPEARS TO BE IN VERY GOOD CONDITION OTHERWISE. PLEASE CONTACT DANA CHIARAMONTE @ 513-695-1285 FOR INSPECTION.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Dana Chiamonte

Title: Fiscal Clerk

Phone Number x 1285

Location of Item: WC Property Room

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.*

ID ↓	INV#	Photo	Short Desc	Status	Start Date	End Date	Shortcuts
2864	FAC17051		Lot Custodial Cleaning Supplies	Sent to Auction	11/01/2017 11:25 AM	11/11/2017 11:25 AM	<input type="text"/>
2863	FAC17050		Floor Cleaning Machine	Sent to Auction	11/01/2017 11:22 AM	11/08/2017 11:22 AM	<input type="text"/>
2862	FAC17049		Four used vacuum cleaners	Sent to Auction	11/01/2017 10:53 AM	11/08/2017 10:53 AM	<input type="text"/>
2861	FAC17048		Ceramic tile wet saw	Sent to Auction	11/01/2017 10:48 AM	11/08/2017 2:00 PM	<input type="text"/>

Warren County Facilities Management

430 South East Street
513-695-1463

Michael D. Shadoan
Director

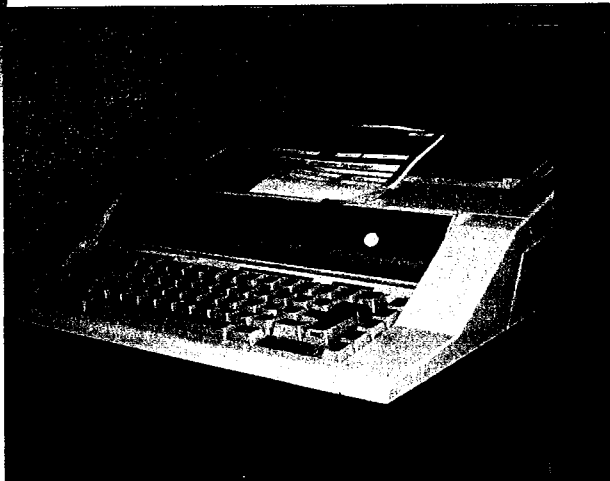
GovDeals Item Inspection Form

Juvenile

Sep 25, 2017

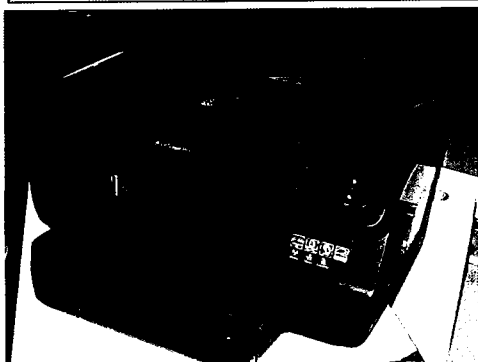
004

(1) Electric Typewriter / (2) Printers

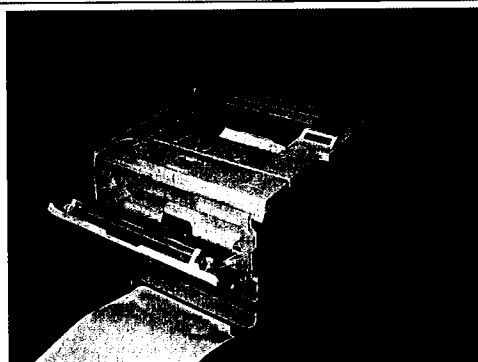


Selected Item Type				Lot of Multiple Items	
Qty	Brand	Model	Working Condition Y/N	Description	
1	Adler-Royal	satellite 80	N	Believe motor is fried.	
1	HP	Pro 8100	N	Wireless / 250 sheet paper tray / ePrint / Ink:Black 950 , CMY 951	
1	HP	P2055dn	Y	Operating disk included / Needs maintenance / Toner: HP CE505X	

Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

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

Warren County Facilities Management

430 South East Street
513-695-1463

Michael D. Shadoan
Director

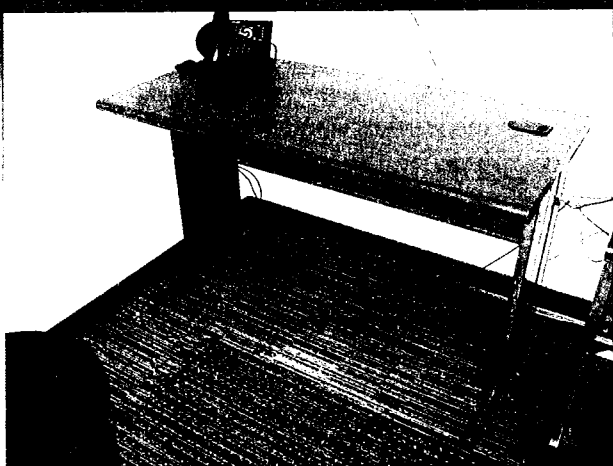
GovDeals Item Inspection Form

Juvenile

Oct 16, 2017

006

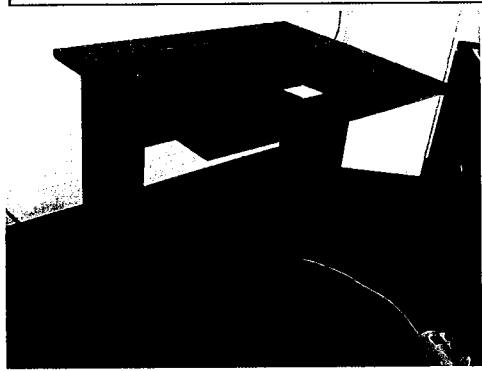
(2) Tables/Desks and (2) Chairs



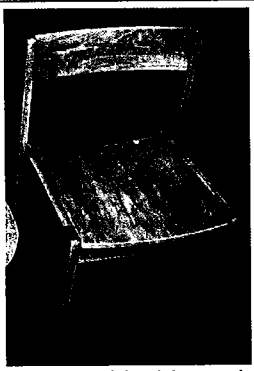
Select Item Type		Lot of Multiple Items		
Qty	Brand	Model	Working Condition Y/N	Description
1			y	Long Desk - 48" x 24" x 29-1/2"
1			y	Short Desk - 36" x 29-1/2" x 29-1/2"
2			y	Wooden Chairs

Additional Comments

Furniture shows signs of use and is in good condition. Phone not included.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
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Warren County Facilities Management

430 South East Street
513-695-1463

Michael D. Shadoan
Director

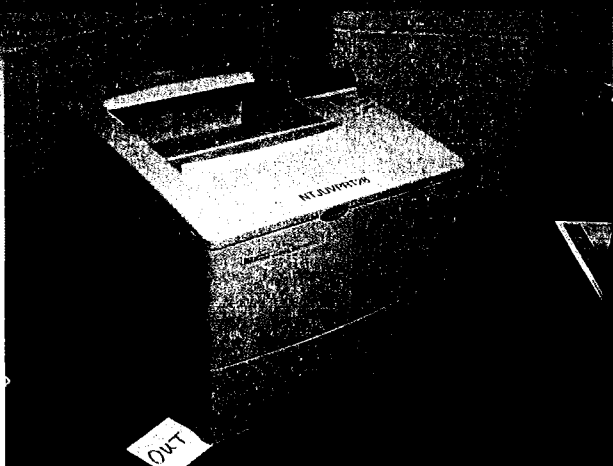
GovDeals Item Inspection Form

Juvenile

Oct 16, 2017

007

HP LaserJet Printer 4000N



Select Item Type:

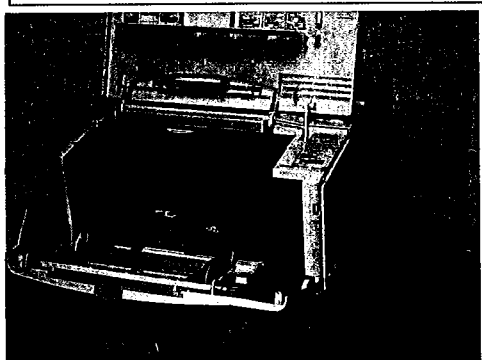
Category: Brand:

Model #: Serial #:

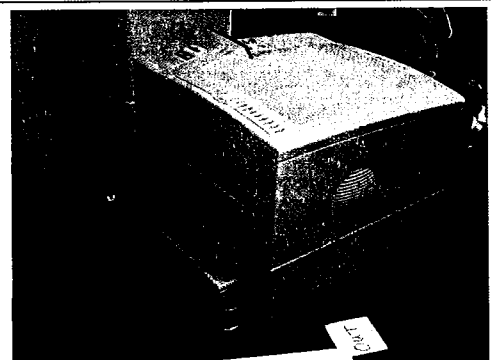
Date Removed From Service: Did Item Work When Removed?
 Yes No Unknown

Additional Comments

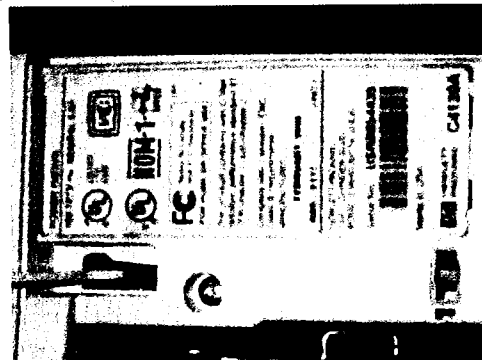
Works but does need maintenance. Toner: Innovera IVR-83027 (C4127X)



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
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Warren County Facilities Management

430 South East Street
513-695-1463

Michael D. Shadoan
Director

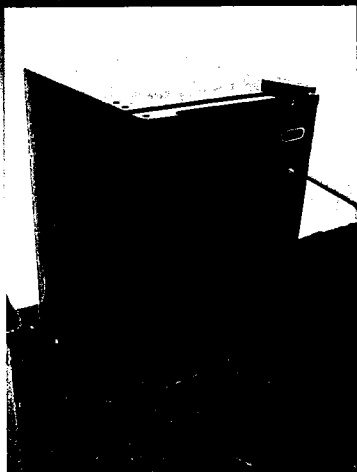
GovDeals Item Inspection Form

Juvenile

Oct 25, 2017

008

Counter Top Ice Maker



Subject Item Type

Single Item

Category

Cafeteria and Kitchen Equipment

Brand

Whynter

Model #

UIM-155

Serial #

Date Removed From Service

10/24/17

Did Item Work When Removed?

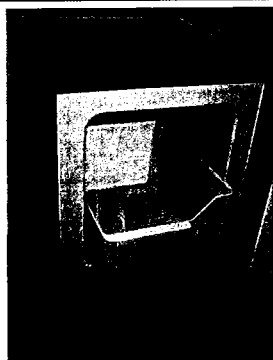
Yes

No

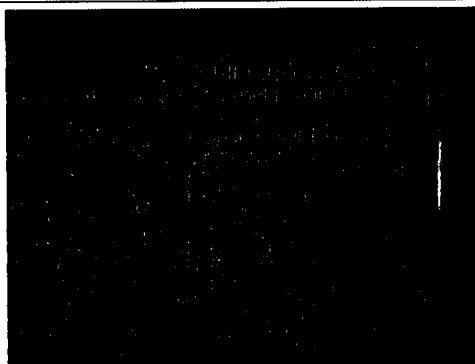
Unknown

Additional Comments

ON/OFF Switch / 1.0 cu in Volume / Worked well when removed from service / Was no longer needed.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

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

Warren County Facilities Management

430 South East Street
513-695-1463

Michael D. Shadoan
Director

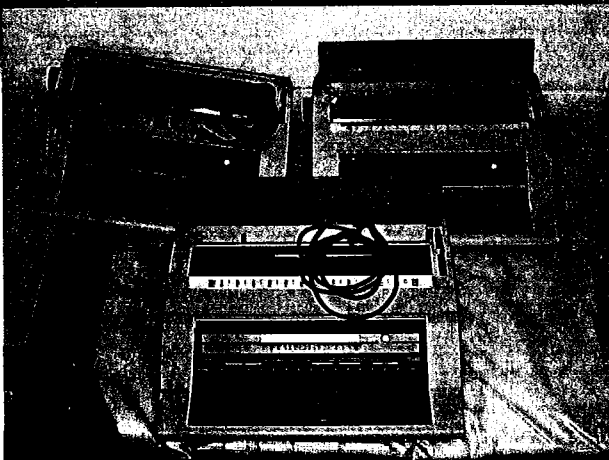
GovDeals Item Inspection Form

Juvenile

Oct 30, 2017

009

(3) Electric Typewriters



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	Adler-Royal	EW1000	Unk	
1	Adler-Royal	AE-640	Unk	
1	Nakajima	AE-740	Unk	

Additional Comments

Recently replaced - Two have power cords.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

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

Warren County Facilities Management

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Juvenile/Mary Haven

Sep 25, 2017

015

(7) Computer Towers



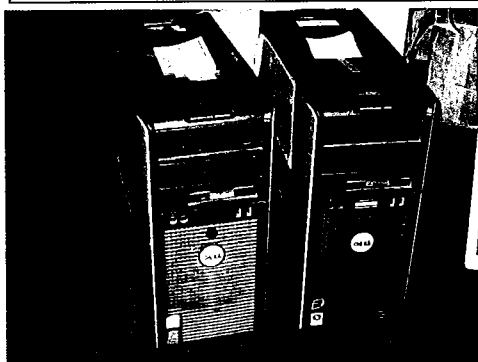
Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	HP	Compaq EV	Unk	Tower Only - No Wires - Hard Drive Removed
1	HP	Compaq	Unk	Tower Only - No Wires - Hard Drive Removed
1	Gateway	Pro 1500	Unk	Tower Only - No Wires - Hard Drive Removed
1	Dell	OptiplexGX5	Unk	Tower Only - No Wires - Hard Drive Removed
2	Dell	Optiplex 755	Unk	Tower Only - No Wires - Hard Drive Removed
1	Dell	OptiplexGC2	Unk	Tower Only - No Wires - Hard Drive Removed

Additional Comments

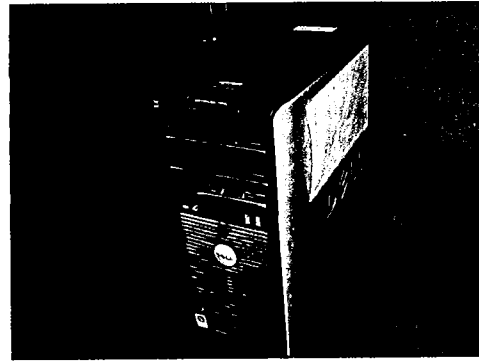
All Hard Drives Have Been Removed - No Wires



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
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Warren County Facilities Management

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Juvenile/Mary Haven

Sep 21, 2017

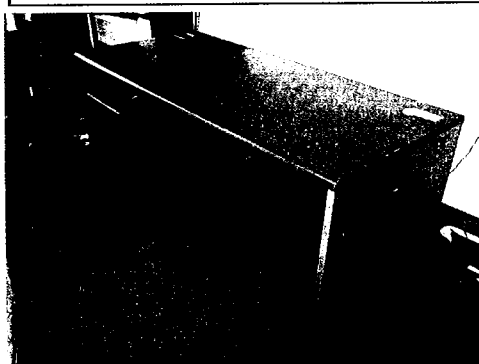
016

(Misc. Desks)

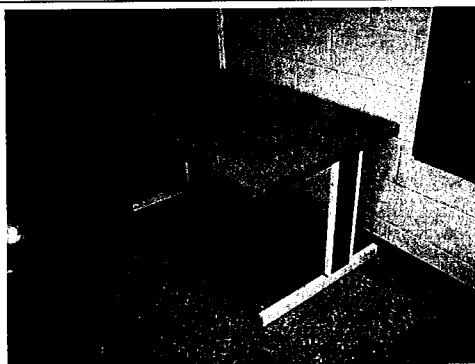


Select Item Type				Lot of Multiple Items
Qty	Brand	Model	Working Condition Y/N	Description
1			y	Corner Desk Section - Dimensions: 42" X 42" X 29-1/2"
1			Y	Grey Metal Desk -Wood Laminate Top Dimensions: 66" X 30" X 29-1/4"
1			y	Table/Desk Metal legs - Wood Top Dimensions 48" X 29-1/2" X 26-1/2"
1			y	Wood Composite Desk Dimensions: 66" X 30" X30"

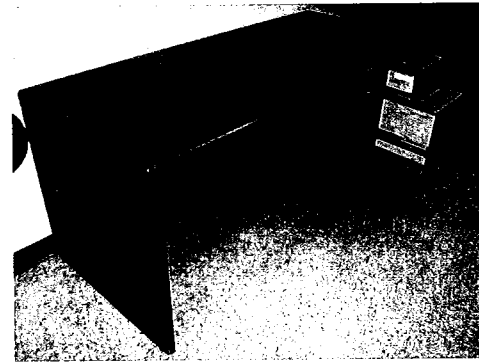
Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
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Warren County Facilities Management

430 South East Street
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Michael D. Shadoan
Director

GovDeals Item Inspection Form

Juvenile/Mary Haven

Sep 25, 2017

017

(2) Black 4-Drawer File Cabinets



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service Unk

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(2) Black 4-Drawer File Cabinets - Scratches and Dents but usable - One has a key



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
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Warren County Facilities Management

430 South East Street
513-695-1463

Michael D. Shadoan
Director

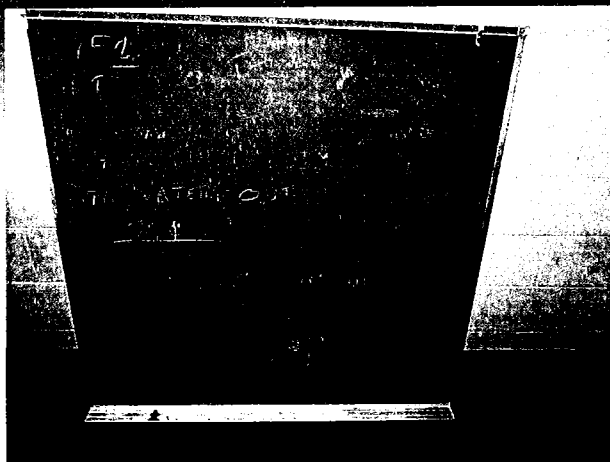
GovDeals Item Inspection Form

Juvenile/Mary Haven

Sep 21, 2017

018

(MISC. SCHOOL EQUIPMENT)



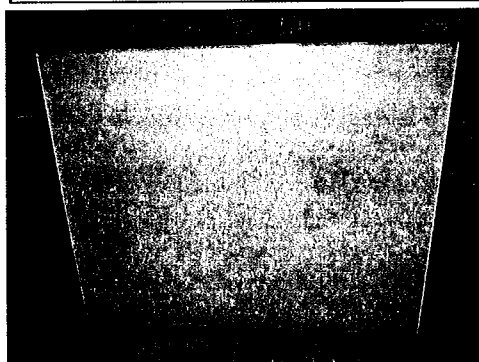
Select Item Type

Lot of Multiple Items

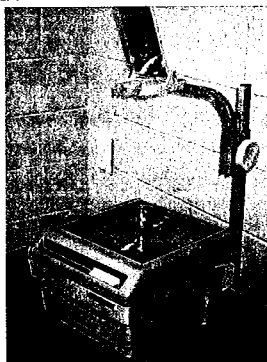
Qty	Brand	Model	Working Condition Y/N	Description
1				CHALKBOARD Dimension: 4' X 4'
1				DRY ERASE BOARD Dimension: 5' X 4'
1		APOLLO		OVERHEAD PROJECTOR
1		APOLLO		PROJECTOR SCREEN

Additional Comments

Projector fan runs - Light did not come on (Uses Lamp EYB) - Unknown how long it has not been used.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
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Warren County Facilities Management

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Juvenile/Mary Haven

Sep 21, 2017

019

(3) Computer/Small Desks



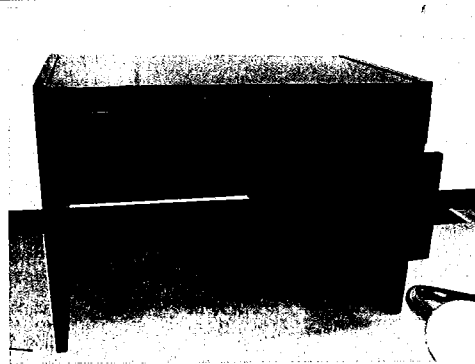
Select Item Type				Lot of Multiple Items	
Qty	Brand	Model	Working Condition Y/N	Description	
1			y	Wood Composite Computer Desk	
1			y	Wood Composite Computer Desk on Wheels Dimensions: 35-1/4" X 28-1/2" X 32-1/2"	
1			y	Wood Composite Desk Dimensions: 42" X 24" X 29-1/2"	

Additional Comments

1st Desk Dimensions: Main Desk: 45-1/2" X 28" X 30" Top Section: 52" X 19-1/2" X 40-1/2" Top left platform broke at front but can be used.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

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430 South East Street
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Michael D. Shadoan
Director

GovDeals Item Inspection Form

Juvenile/Mary Haven

Sep 21, 2017

021

Misc. Chair Lots



Self-Identify Item		Lot of Multiple Items		
Qty	Brand	Model	Working Condition Y/N	Description
2			y	(2) Black Leather Like Office Charis
1			y	(1) Gray Cloth Office Chair
1			y	(1) Mauve Officer Chair
4			y	(4) Mauve Chairs
1			y	(1) Wooden Chair

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
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Warren County Facilities Management

430 South East Street
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Director

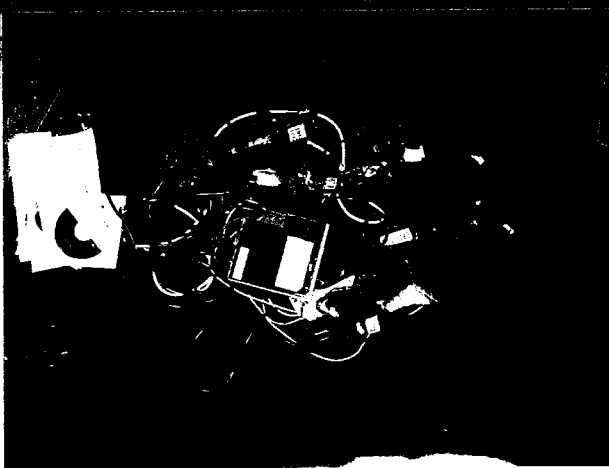
GovDeals Item Inspection Form

Juvenile/Mary Haven

Sep 21, 2017

022

Misc. Computer Items

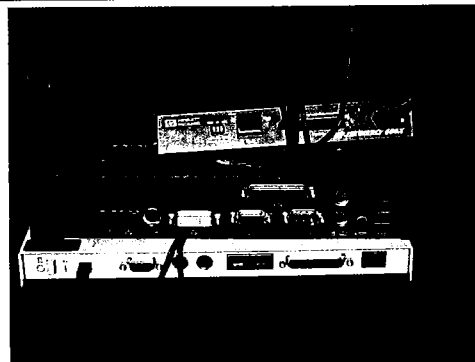


Select Item Type		Lot of Multiple Items		
Qty	Brand	Model	Working Condition Y/N	Description
5	Dell		Unk	Keyboards
2	HP		Unk	Keyboards
2	Dell	PR01X		
1	HP	Jetdirect 300		J3263-6001
1	AXEL			Platine Terminal 0916E08367
2	Trulink			VGA Monitor Splitter/Extender
	Wires			Misc. Computer Wires and Accessories

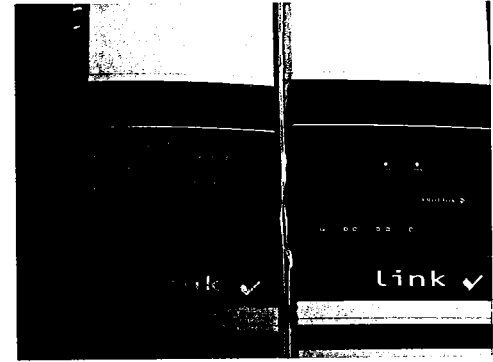
Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

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Warren County Facilities Management

430 South East Street
513-695-1463

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Director

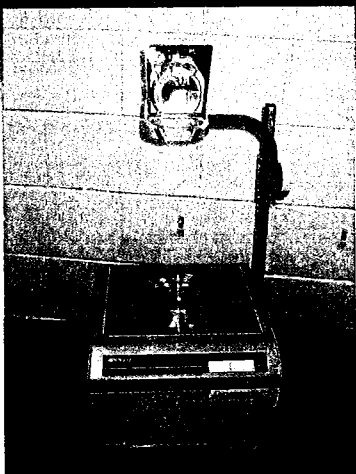
GovDeals Item Inspection Form

Juvenile/Mary Haven

Jul 24, 2017

023

APOLLO OVERHEAD PROJECTOR



Select Item Type

Single Item

Category School Equipment

Brand APOLLO HORIZON

Model # 15000

Serial #

Date Removed From Service

Did Item Work When Removed?

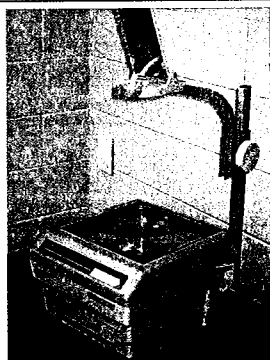
Yes

No

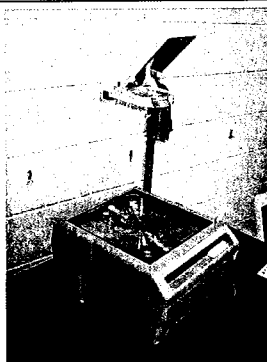
Unknown

Additional Comments

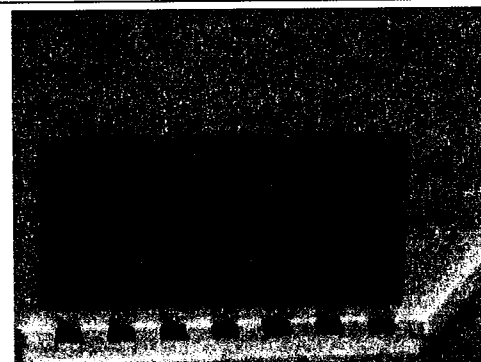
FAN RUNS - LIGHT DID NOT COME ON (LAMP EYB) - UNKNOWN HOW LONG IT HAS BEEN NOT USED



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: STEPHEN JOHNSON

Title: CORRECTIONS OFFICER

Phone Number (513) 695-1392

Location of Item: JUVENILE STORAGE - SILVER STREET ANNEX

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

Warren County Facilities Management

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Juvenile/Mary Haven

Sep 25, 2017

024

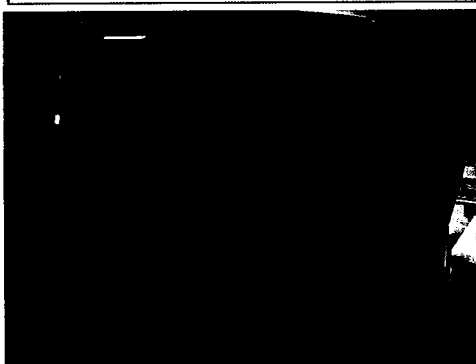
(6) Computer Monitors



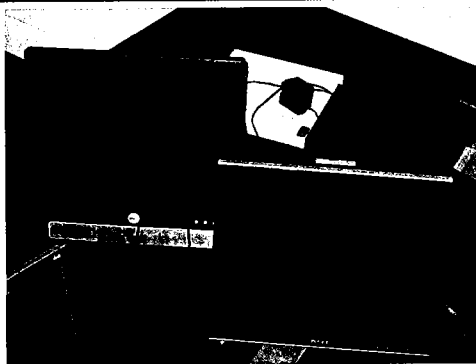
Qty	Brand	Model	Working Condition Y/N	Description
2	HP		Unk	
3	Dell		Unk	
1	Scanport		Unk	

Additional Comments

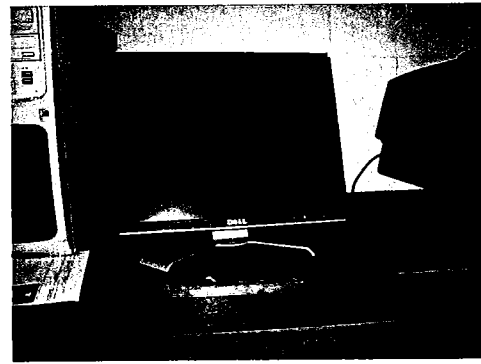
No Power Cables / Unknown working condition / Unknown length of storage / Monitor in forth picture has a bad backlight



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
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Warren County Facilities Management

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Juvenile/Mary Haven

Oct 15, 2017

025

2008 FORD CROWN VICTORIA



Select Item Type

Vehicle

Vin # 2FAFP71V58X169491

Title restriction?
 Yes No

Odometer Reading 125783

Accurate?
 Yes No Unknown

Year 2008

Make

FORD

Model Crown Victoria

Does it Start?
 Yes No With Boost

Does it run?
 Yes No

Color Black

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

4.6L V8 GAS ENGINE, AUTOMATIC TRANSMISSION, REAR WHEEL DRIVE, STOCK AM/FM RADIO, POWER WINDOWS, POWER LOCKS, POWER MIRRORS. CRUISE CONTROL. DUAL AIRBAGS.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: 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).
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Warren County Facilities Management

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Juvenile/Mary Haven

Jul 25, 2017

035

Dell Optiplex GC270 Tower



Select Item Type:

Category: Brand:

Model #: Serial #:

Date Removed From Service:

Did Item Work When Removed?
 Yes No Unknown

Additional Comments

No Cables - Unknown Working Condition - No Hard Drive - Unknown When Taken Out Of Service



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
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Warren County Facilities Management

MRY17040

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Juvenile/Mary Haven

Aug 29, 2017

040

HP Laser Jet P2055dn



Select Item Type

Single Item

Category Computers, Parts and Supplies

Brand HP

Model # P2055dn

Serial # CNB9P87169

Date Removed From Service 8/25/17

Did Item Work When Removed?

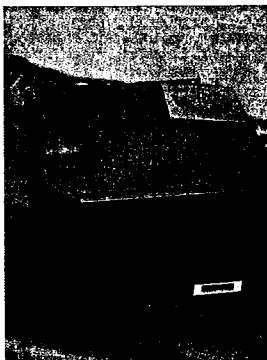
Yes

No

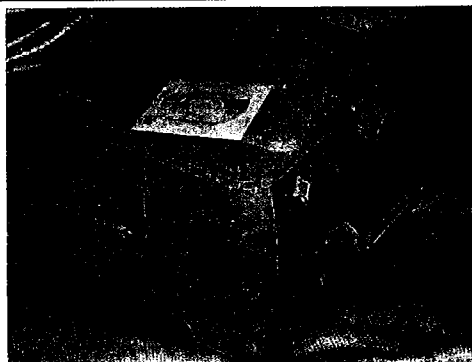
Unknown

Additional Comments

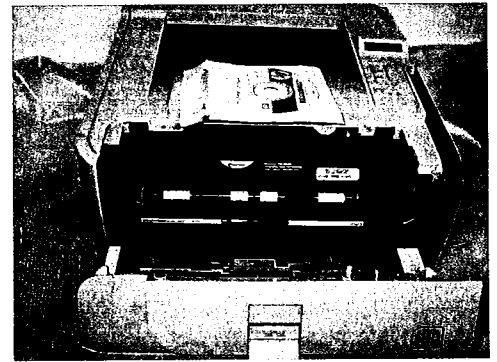
Uses HP CE505X Toner - Operating disk included - Worked when taken out of service, but needs maintenance - Prints lines across the page



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

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

Warren County Facilities Management

430 South East Street
513-695-1463Michael D. Shadoan
Director

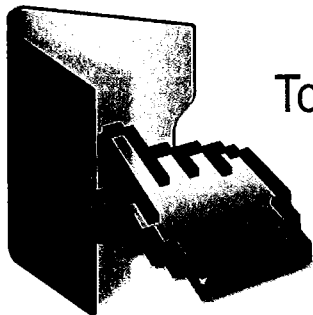
GovDeals Item Inspection Form

Sheriff

Sep 20, 2017

005

2 TV's, Computer monitor, keyboard, HP printer



Click Here
To Upload Your
First Image

Select Item Type

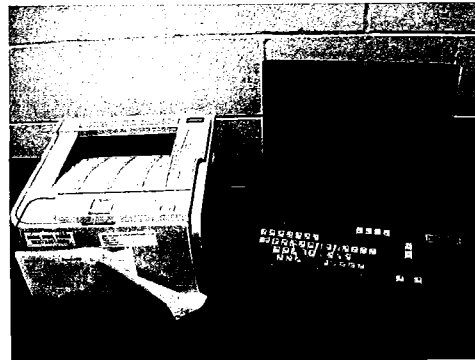
Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	Emerson	LC320EM1F	N	TV
1	Viewsonic	N3235W	N	TV w/remote, no power cable
1	Viewsonic	VA703B-3	N	Computer monitor, no power cable
1	Sejin	SKR-2233	N	Computer keyboard
1	HP	P2035N	N	Laserjet Printer, no power cable, loses network connection

Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Bill Kampman

Title: IT Manager

Phone Number 513-695-1889

Location of Item: Warren County Sheriff'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
513-695-1463Michael D. Shadoan
Director

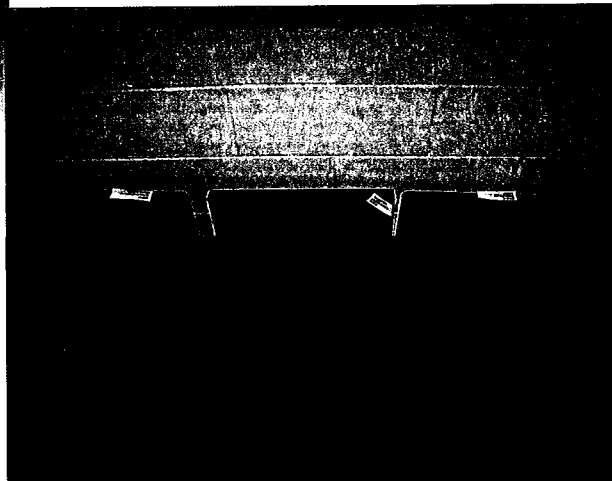
GovDeals Item Inspection Form

Sheriff

Sep 20, 2017

006

Computer Monitors



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	Dell	E198FPb	N	screen won't turn on
1	Acer	V193	N	display dim
1	Viewsonic	VA2231	N	broken screen

Additional Comments

No Cables

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Bill Kampman

Title: IT Manager

Phone Number 513-695-1889

Location of Item: Warren County Sheriff'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
513-695-1463Michael D. Shadoan
Director

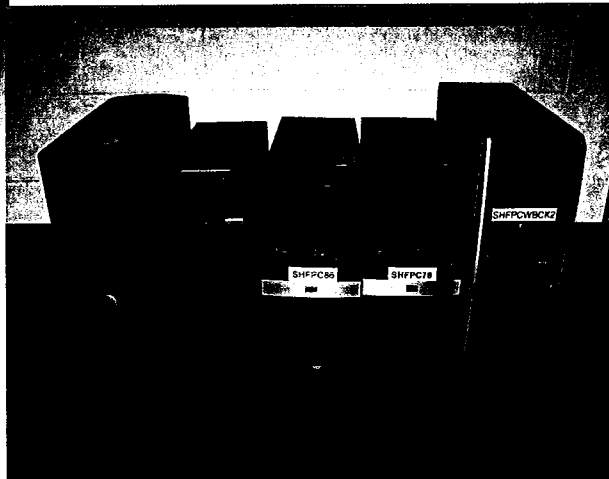
GovDeals Item Inspection Form

Sheriff

Sep 21, 2017

007

PC's



Select item type:

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	HP	xw4600	N	HP Workstation
1	HP	dx2450	N	HP Compaq
1	HP	3005 MT	N	HP Pro
1	Lenovo	MT-M 3484	N	Thinkcentre
1	Dell	GX150	N	PC

Additional Comments

No cables

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Bill Kampman

Title: IT Manager

Phone Number 513-695-1889

Location of Item: Warren County Sheriff's Office

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
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Warren County Facilities Management

430 South East Street
513-695-1463

Michael D. Shadoan
Director

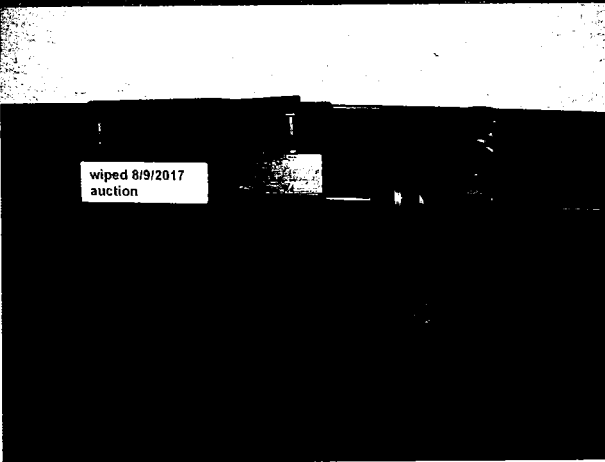
GovDeals Item Inspection Form

Sheriff

Sep 21, 2017

008

Network Camera, Router



Qty	Brand	Model	Working Condition Y/N	Description
1	Canon	VB-C60	N	Network Camera
1	Asus	RT-N12	N	Router

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Bill Kampman

Title: IT Manager

Phone Number 513-695-1889

Location of Item: Warren County Sheriff's Office

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
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Warren County Facilities Management

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Sheriff

Sep 21, 2017

009

PC



Select Item By:

Single Item

Category Computers, Parts and Supplies

Brand Ocean Systems

Model # Avid

Serial # 217470S

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: Bill Kampman

Title: IT Manager

Phone Number 513-695-1889

Location of Item: Warren County Sheriff's Office

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
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Warren County Facilities Management

430 South East Street
513-695-1463Michael D. Shadoan
Director

GovDeals Item Inspection Form

Sheriff

Sep 21, 2017

010

PC's



Selection Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	Dell	GX260	N	Dell Optiplex GX260
1	HP	dx2450	N	HP Compaq dx2450
1	Acer	M421G	N	Acer Veriton M421G

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Bill Kampman

Title: IT Manager

Phone Number 513-695-1889

Location of Item: Warren County Sheriff's Office

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
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Warren County Facilities Management

430 South East Street
513-695-1463

Michael D. Shadoan
Director

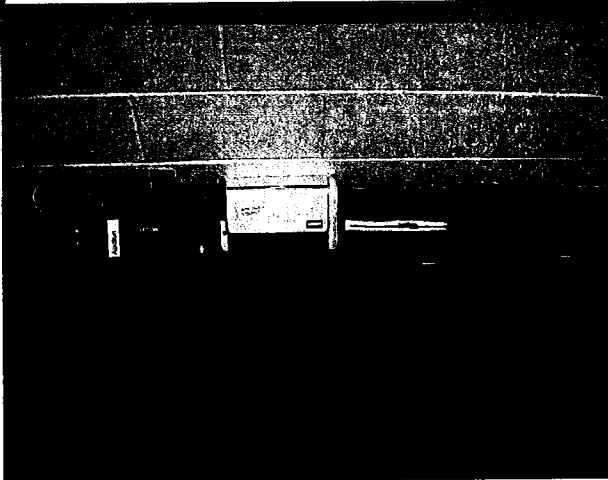
GovDeals Item Inspection Form

Sheriff

Sep 21, 2017

011

PC Scanners, Labelwriter



Qty	Brand	Model	Working Condition Y/N	Description
1	Epson	DS-510	N	Epson DS-510 scanner
1	Dymo	93085	N	Dymo Labelwriter Twin Turbo
1	HP	3000	N	HP Scanjet Professional 3000
1	Brother	ADS-2000	N	Brother ADS-2000 scanner
1	Brother	ADS-2000	N	Brother ADS-2000 scanner

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Bill Kampman

Title: IT Manager

Phone Number 513-695-1889

Location of Item: Warren County Sheriff's Office

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Warren County Facilities Management

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Sheriff

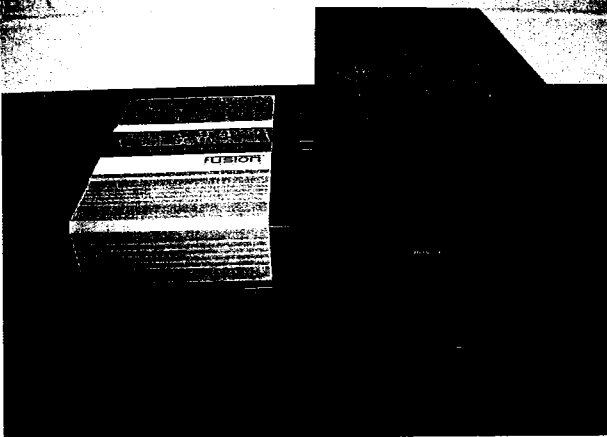
Sep 25, 2017

012

Inverter, Color Monitor

Lot of Multiple Items

Lot of Multiple Items



Qty	Brand	Model	Working Condition Y/N	Description
1	Fusion Power		N	3000W Inverter with Digital Readout
1	Bosch	LTC2910/90	N	Bosch LTC2910/90 9" color monitor

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Bill Kampman

Title: IT Manager

Phone Number 513-695-1889

Location of Item: Warren County Sheriff's Office

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
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Warren County Facilities Management

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513-695-1463Michael D. Shadoan
Director

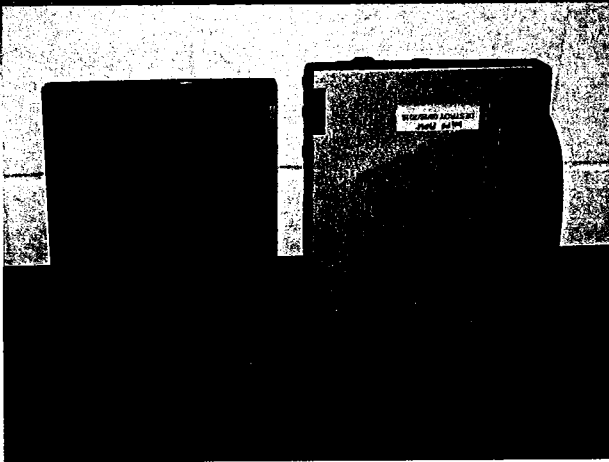
GovDeals Item Inspection Form

Sheriff

Sep 25, 2017

013

Laptops



Select Item by:

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	Lenovo	T400	N	Lenovo T400 2765T6U, No battery
1	Panasonic	CF-52	N	Panasonic CF-52CCADXB8M Toughbook

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Bill Kampman

Title: IT Manager

Phone Number 513-695-1889

Location of Item: Warren County Sheriff's Office

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
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Warren County Facilities Management

430 South East Street
513-695-1463Michael D. Shadoan
Director

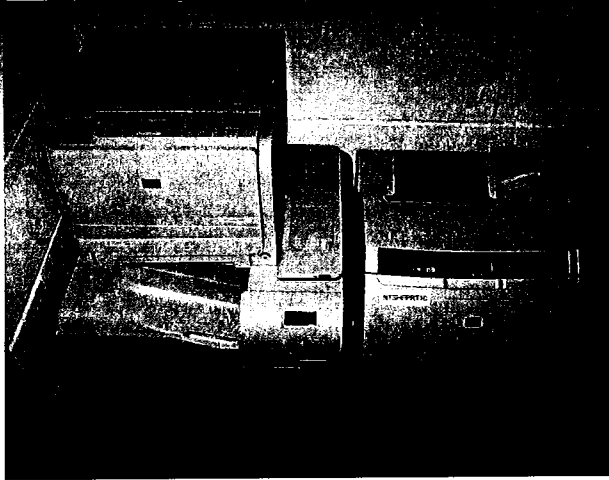
GovDeals Item Inspection Form

Sheriff

Sep 25, 2017

014

HP Printers



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	HP	M551dn	N	HP LaserJet M551dn
1	HP	P2035	N	HP LaserJet P2035
1	HP	3600n	N	HP Color LaserJet 3600n

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Bill Kampman

Title: IT Manager

Phone Number 513-695-1889

Location of Item: Warren County Sheriff's Office

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
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Warren County Facilities Management

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513-695-1463Michael D. Shadoan
Director

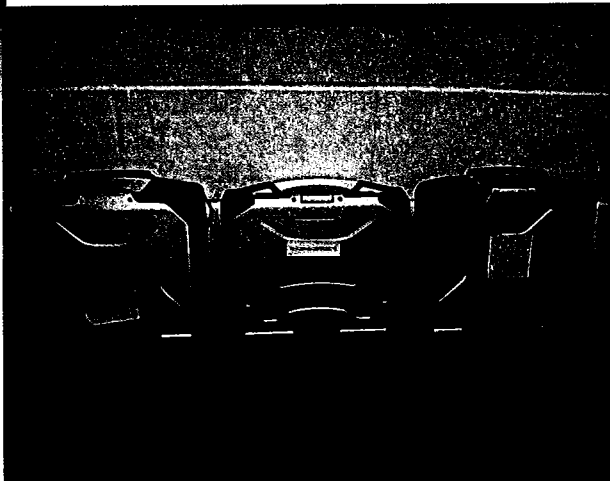
GovDeals Item Inspection Form

Sheriff

Sep 25, 2017

015

Panasonic Toughbooks



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	Panasonic	CF	N	Panasonic Toughbook CF-31JAGAX1M
1	Panasonic	CF	N	Panasonic Toughbook CF-29LAQGZBM
1	Panasonic	CF	N	Panasonic Toughbook CF-30KAPAXAM

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Bill Kampman

Title: IT Manager

Phone Number 513-695-1889

Location of Item: Warren County Sheriff's Office

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
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Warren County Facilities Management

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

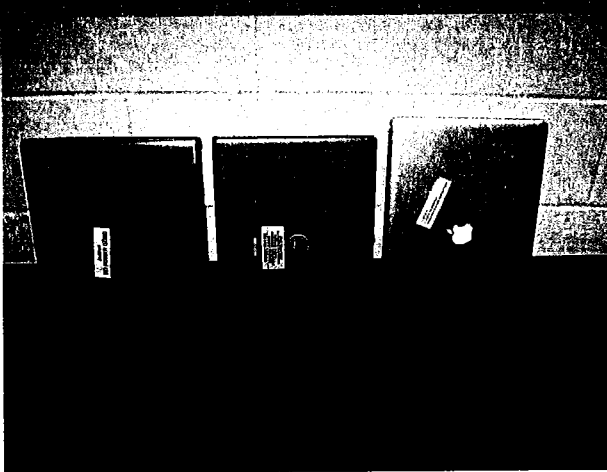
Sheriff

Sep 25, 2017

016

Laptops

Lot of Multiple Items



Qty	Brand	Model	Working Condition Y/N	Description
1	Dell	D830	N	Dell Latitude D830 w/ power cord
1	Apple	Macbook	N	Apple Macbook Pro A1297
1	Acer	2700	N	Acer Travelmate 2700

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Bill Kampman

Title: IT Manager

Phone Number 513-695-1889

Location of Item: Warren County Sheriff's Office

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
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513-695-1463

Michael D. Shadoan
Director

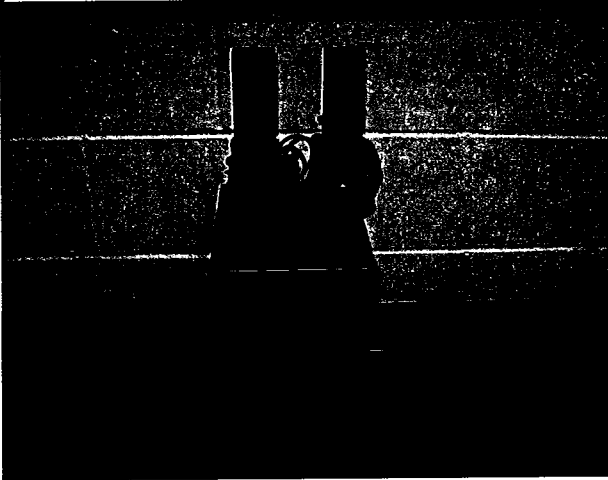
GovDeals Item Inspection Form

Sheriff

Sep 25, 2017

017

Altec Lansing Audio System-Subwoofer & 2 speakers



Select Item Type

Single Item

Category Computers, Parts and Supplies

Brand Altec Lansing Audio System

Model # VS4121

Serial # 42730ALUS0119524

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: Bill Kampman

Title: IT Manager

Phone Number 513-695-1889

Location of Item: Warren County Sheriff's Office

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
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Warren County Facilities Management

430 South East Street
513-695-1463Michael D. Shadoan
Director

GovDeals Item Inspection Form

Sheriff

Sep 25, 2017

018

Laptop & PC Tablet w/ keyboard



Selection Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	HP	110-1030NR	N	HP Mini 110-1030NR
1	Compaq	Tablet	N	Compaq Tablet PC w/ Keyboard

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Bill Kampman

Title: IT Manager

Phone Number 513-695-1889

Location of Item: Warren County Sheriff's Office

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
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Warren County Facilities Management

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Director

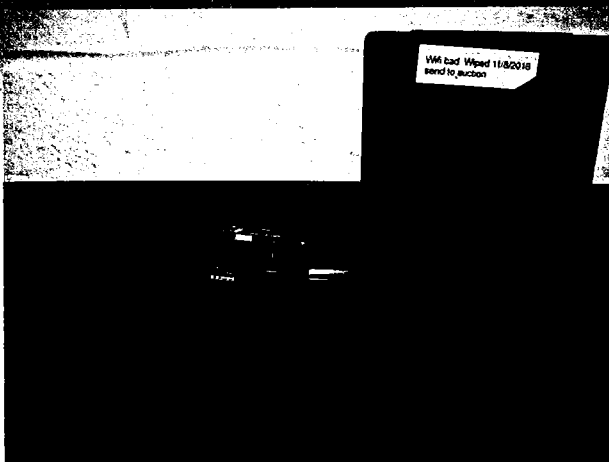
GovDeals Item Inspection Form

Sheriff

Sep 25, 2017

019

iPad & Nikon Camera



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	Apple	A1460	N	iPad with Retina display
1	Nikon	S3000	N	Nikon Coolpix S3000 w/ power cord

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Bill Kampman

Title: IT Manager

Phone Number 513-695-1889

Location of Item: Warren County Sheriff's Office

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Warren County Facilities Management

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Sheriff

Sep 26, 2017

020

Fargo DTC400 ID card printer



Select Item Type:

Category: 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: Bill Kampman

Title: IT Manager

Phone Number 513-695-1889

Location of Item: Warren County Sheriff's Office

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
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Warren County Facilities Management

430 South East Street
513-695-1463

Michael D. Shadoan
Director

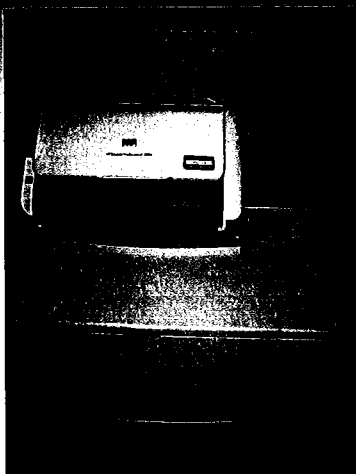
GovDeals Item Inspection Form

Sheriff

Sep 26, 2017

021

HP Printers



Select Item Type:

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	HP	3000	N	HP Scanjet Professional 3000
1	HP	4100TN	N	HP Laserjet 4100TN

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Bill Kampman

Title: IT Manager

Phone Number 513-695-1889

Location of Item: Warren County Sheriff's Office

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
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Warren County Facilities Management

430 South East Street
513-695-1463Michael D. Shadoan
Director

GovDeals Item Inspection Form

Sheriff

Sep 26, 2017

022

DVD / VHS Players, Video time base corrector

Lot of Multiple Items



Qty	Brand	Model	Working Condition Y/N	Description
1	JVC	SRV101US	N	JVC Super VHS ET / SR-V101US
1	Panasonic	AG1970	N	Panasonic Video cassette recorder AG1970
1	Sony	SLVD380P	N	Sony DVD VHS SLV-D380P
1	Mitsubishi	HSU445	N	Mitsubishi VHS HS-U445
1	GYRR	TLC1800R	N	GYRR VHS TLC1800R
1	Zenith	ZRY316	N	Zenith DVD VHS ZRY-316 w/ remote
1	DataVideo	TBC1000	N	data video time base corrector TBC-1000
1	Philips	DVP3500	N	Philips DVD Player DVP3500

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Bill Kampman

Title: IT Manager

Phone Number 513-695-1889

Location of Item: Warren County Sheriff's Office

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
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Warren County Facilities Management

430 South East Street
513-695-1463Michael D. Shadoan
Director

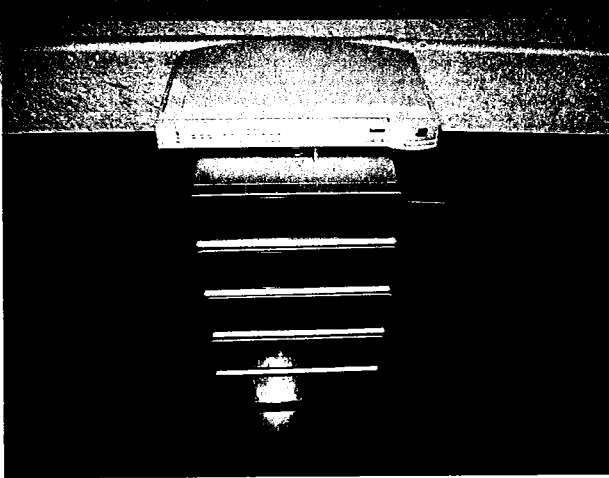
GovDeals Item Inspection Form

Sheriff

Sep 27, 2017

023

(4) Sony USB Drive DRX830ULT, Network Hub



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
4	Sony	DRX830ULT	N	Sony USB DVD/CD Rewritable Drive DRX830ULT
1	3Com	3C16700	N	3 Com 3C16700 hub

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Bill Kampman

Title: IT Manager

Phone Number 513-695-1889

Location of Item: Warren County Sheriff's Office

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
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Warren County Facilities Management

430 South East Street
513-695-1463

Michael D. Shadoan
Director

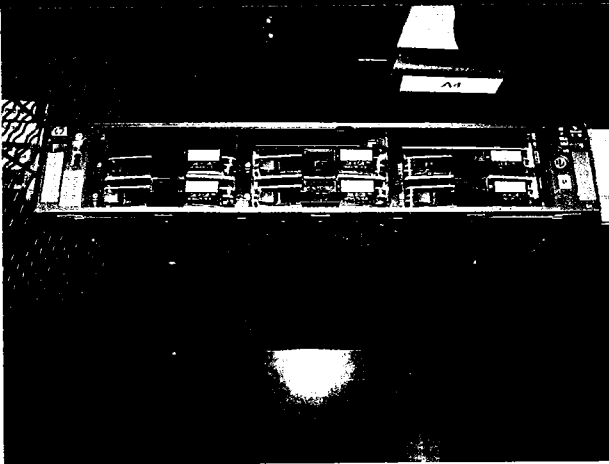
GovDeals Item Inspection Form

Sheriff

Sep 27, 2017

024

HP Rack Mount Server



Subtotal Item Bytes

Single Item

Category Computers, Parts and Supplies

Brand HP

Model #

Serial # EA83MND347

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: Bill Kampman

Title: IT Manager

Phone Number 513-695-1889

Location of Item: Warren County Sheriff's Office

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
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Warren County Facilities Management

430 South East Street
513-695-1463Michael D. Shadoan
Director

GovDeals Item Inspection Form

Sheriff

Sep 28, 2017

025

PC Monitors

Select item type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	NEC	19WVBK	N	NEC LCD19WV-BK
1	Optquest	Q7B3	N	Optquest Q7B-3 monitor

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Bill Kampman

Title: IT Manager

Phone Number 513-695-1889

Location of Item: Warren County Sheriff's Office

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
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Warren County Facilities Management

430 South East Street
513-695-1463Michael D. Shadoan
Director

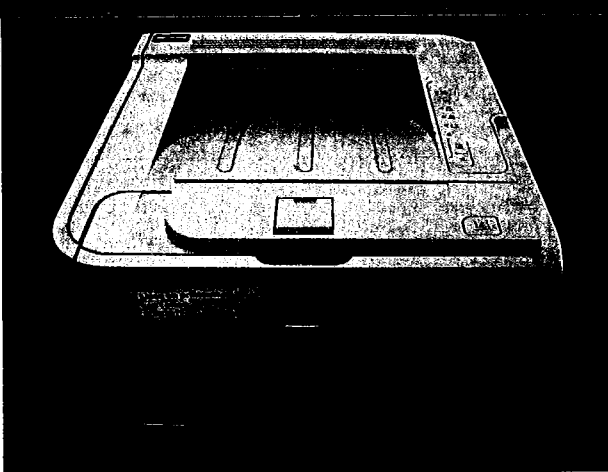
GovDeals Item Inspection Form

Sheriff

Sep 28, 2017

026

HP LaserJet P2035



Select Item By:

Single Item

Category Computers, Parts and Supplies

Brand HP

Model # P2035

Serial # VNB3369620

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: Bill Kampman

Title: IT Manager

Phone Number 513-695-1889

Location of Item: Warren County Sheriff's Office

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
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430 South East Street
513-695-1463Michael D. Shadoan
Director

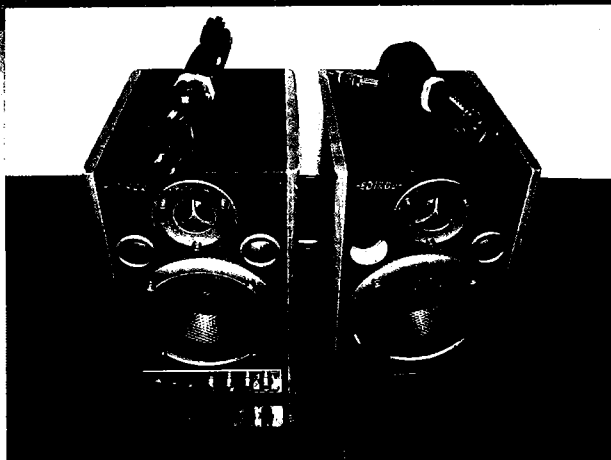
GovDeals Item Inspection Form

Sheriff

Sep 28, 2017

027

Powered Speakers



Select Item Type

Single Item

Category Audio/Visual Equipment

Brand Roland

Model # MA-15D

Serial # ZT43896J

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: Bill Kampman

Title: IT Manager

Phone Number 513-695-1889

Location of Item: Warren County Sheriff'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

Michael D. Shadoan
Director

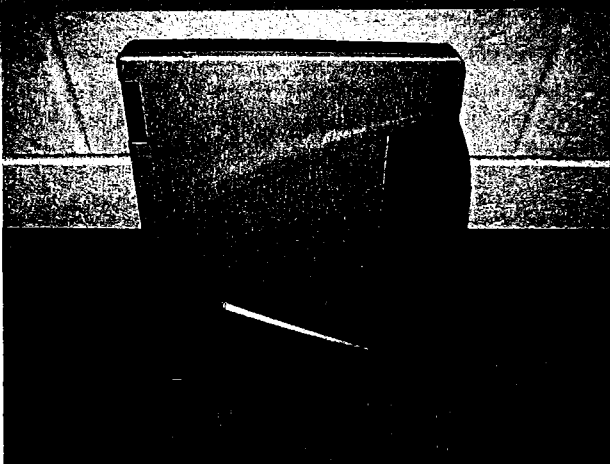
GovDeals Item Inspection Form

Sheriff

Sep 28, 2017

028

Panasonic Toughbook



Selection type:

Single Item

Category

Computers, Parts and Supplies

Brand

Panasonic

Model #

CF-52CCADXBM

Serial #

7HTYA08157

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: Bill Kampman

Title: IT Manager

Phone Number 513-695-1889

Location of Item: Warren County Sheriff'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
513-695-1463Michael D. Shadoan
Director

GovDeals Item Inspection Form

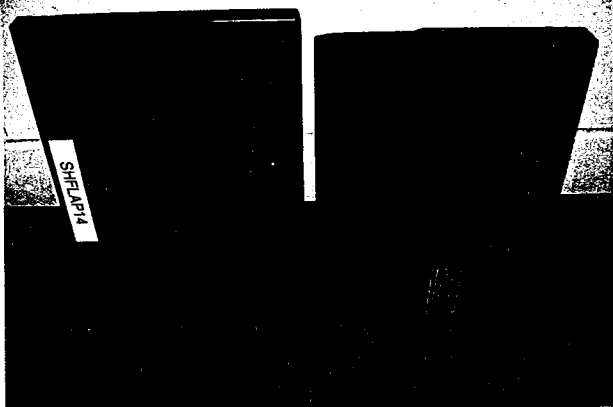
Sheriff

Sep 28, 2017

029

Laptops

Lot of Multiple Items



Qty	Brand	Model	Working Condition Y/N	Description
1	Dell	E5500	N	Dell Latitude E5500
1	Lenovo	SL510	N	Lenovo Thinkpad SL510

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Bill Kampman

Title: IT Manager

Phone Number 513-695-1889

Location of Item: Warren County Sheriff'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

Michael D. Shadoan
Director

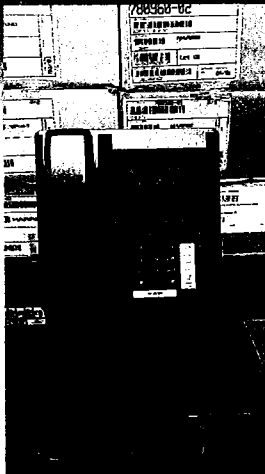
GovDeals Item Inspection Form

Telecommunications

Sep 19, 2017

022

Harris Phones

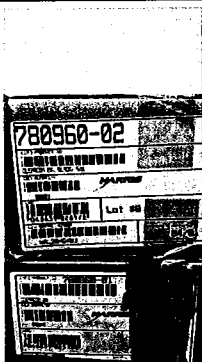


Select Item Type

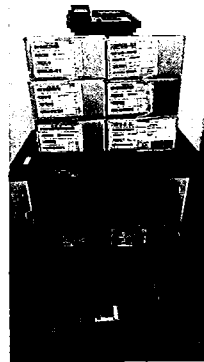
Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
14	Harris	929-030N	Y	Harris Phones/ 24 button/Clear Com Phones

Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr., 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

430 South East Street
513-695-1463Michael D. Shadoan
Director

GovDeals Item Inspection Form

Telecommunications

Sep 25, 2017

023

HP Compaq Elite 8300

Select item type

Single Item

Category Computers, Parts and Supplies

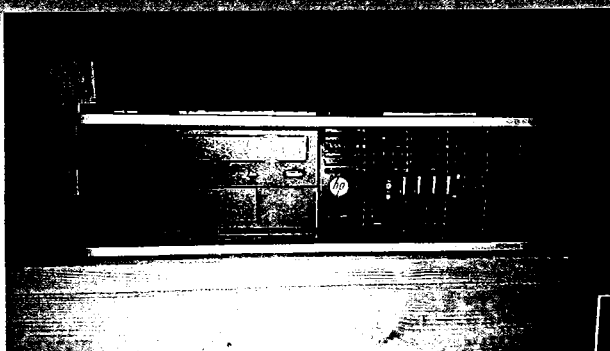
Brand HP

Model # HP Compaq Elite 8300

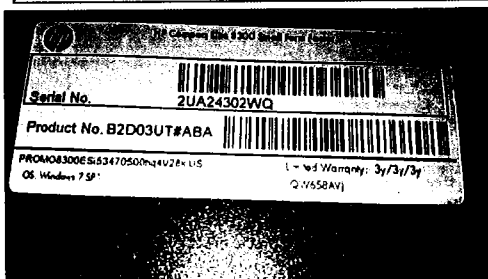
Serial # 2UA24302WQ

Date Removed From Service 9/25/17

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: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr., 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

430 South East Street
513-695-1463Michael D. Shadoan
Director

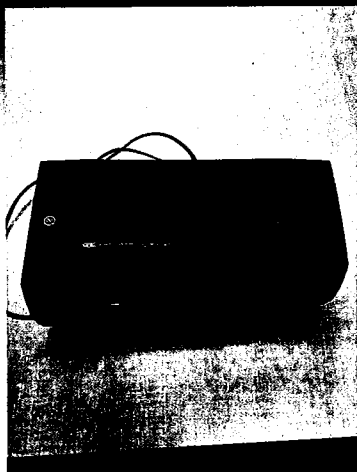
GovDeals Item Inspection Form

Veterans

Oct 25, 2017

001

GBC 3230ST Three-Hole Punch and Stapler



Select an Item Type

Single Item

Category Office Equipment/Supplies

Brand GBC

Model # 3230ST

Serial #

Date Removed From Service 10/25/17

Did Item Work When Removed?

 Yes No Unknown

Additional Comments

Adjustable two-hole-legal or three-hole-standard punch and stapler combo is compatible for any office. Offers a simple push-button operation. Punches up to 24 sheets of 20 lb. paper at a time. Paper alignment guide ensures perfect punching. Staple guide ensures aligned stapling. Extra-large throat accommodates oversized paper. Jam reverse knob easily clears jams. Chip drawer has window to easily see when to empty.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Justin Smith

Title: Front Desk

Phone Number 513-695-1620

Location of Item: 320 E Silver St, Lebanon, OH 45036

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

Warren County Facilities Management

430 South East Street
513-695-1463

Michael D. Shadoan
Director

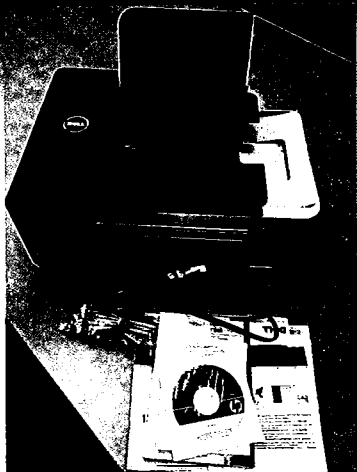
GovDeals Item Inspection Form

Veterans

Oct 25, 2017

002

Dell V505 Printer



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand Dell

Model # V505

Serial #

Date Removed From Service

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

Designed for the (PRODUCT) REDTM campaign, the space-saving Dell V505 printer is designed to improve efficiency in the home or office. The Dell V505 combines 4-1 versatility of printing, scanning, copying and faxing in one space saving size. The Dell V505 has the ability to handle 2-sided prints to save time, reduce cost, and protect the environment. The V505 also offers print speeds of up to 31 ppm black and 27 ppm color to increase efficiency. The built in PictBridge memory card slots allow you to print directly from your digital camera without turning on the computer!

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Justin Smith

Title: Front Desk

Phone Number 513-695-1620

Location of Item: 320 E Silver St, Lebanon, OH 45036

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

Warren County Facilities Management

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Veterans

Oct 25, 2017

003

Office Chair



Single Item

Category Office Equipment/Supplies

Brand unknown

Model # unknown

Serial #

Date Removed From Service

Did Item Work When Removed?

Yes No Unknown

Additional Comments

Black office chair on wheels. Shows wear and tear on armrests and headrest

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Justin Smith

Title: Front Desk

Phone Number 513-695-1620

Location of Item: 320 E Silver St, Lebanon, OH 45036

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

Warren County Facilities Management

430 South East Street
513-695-1463

Michael D. Shadoan
Director

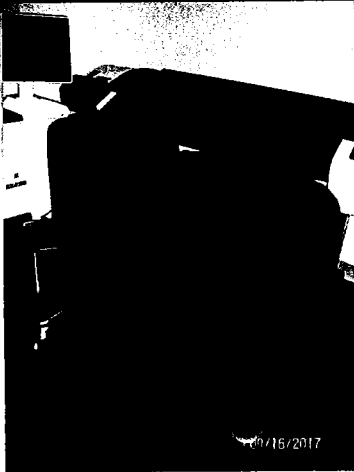
GovDeals Item Inspection Form

Water & Sewer - Water

9/18/2017

015

2 Chairs



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: Amy Hensley

Title: Admin Asst

Phone Number 513 695 2307

Location of Item: 406 Justice Dr 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

430 South East Street
513-695-1463

Michael D. Shadoan
Director

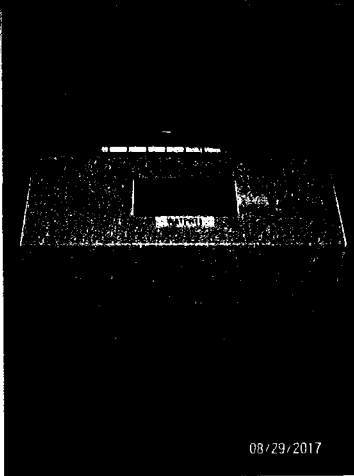
GovDeals Item Inspection Form

Water & Sewer - Sewer

9/18/2017

013

IBM 6400 Printer



08/29/2017

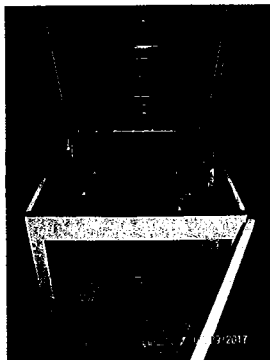
Quantity: Single Item

Category: Brand:

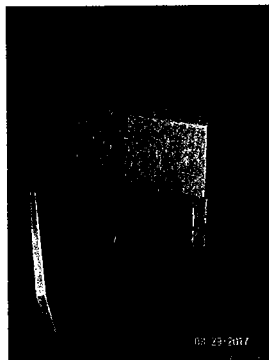
Model #: Serial #:

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: Amy Hensley

Title: Admin Asst.

Phone Number 513 695 2307

Location of Item: 406 Justice Dr 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

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Water & Sewer - Sewer

9/13/2017

014

(2) 6' x 6' x 2' spill pattets and (1) 300 gallon tote



Select Item Type:

Category: Brand:

Model #: Serial #:

Date Removed From Service:

Did Item Work When Removed?
 Yes No Unknown

Additional Comments

the tote did have Ferric Chloride in it, it was washed out but there still may have chemical left in it.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Amy Hensley

Title: Admin Supports

Phone Number 513 695 2307

Location of Item: 2806 W US 22/3 Maineville Ohio 45039

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

Resolution

Number 17-1745

Adopted Date November 02, 2017

APPROVE EMERGENCY REPAIR TO THE SANITARY SEWER FORCEMAIN LOCATED ON IRWIN SIMPSON ROAD

WHEREAS, in September, 2017 personnel from the Water and Sewer Department were notified that the force main along Irwin Simpson Road in the Landen Lake area had collapsed while a maintenance worker was mowing the HOA common area; and

WHEREAS, personnel arrived to find a 7-foot section of sewer force main had deteriorated due to hydrogen sulfide gases causing a Sanitary Sewer Overflow (SSO); and

WHEREAS, personnel proceeded to repair the break; and

WHEREAS, further assessment of the force main has deemed it necessary to rehabilitate approximately 1050 feet of 16" ductile iron force main by cured in place lining to prevent further collapse and eliminate the risk of SSOs which are to be reported to the Ohio Environmental Protection Agency (OEPA); and

WHEREAS, it is evident that physical collapse and disaster has occurred to the ductile iron force main which carries approximately 1,800,000 gallons per day downstream to treatment; and

WHEREAS, a similar collapse occurred 400 feet away on the same system in the winter of 2015 also putting a maintenance worker at risk; and

WHEREAS, repair is critical and time sensitive to maintain the safety and health of the residents in and around the affected area as the project area is under a high traffic sidewalk utilized by an elementary school only fifty feet away.

NOW THEREFORE BE IT RESOLVED, by unanimous vote of the Board of County Commissioners concurring, as follows:

Section 1. that the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 2. that the circumstances herein involve an imminent threat and/or actual occurrence of severe damage to or loss of property, personal hardship, injury or loss of life that may result.

Section 3. that the Board finds that a real and present emergency exists.

Section 4. that the Board finds that the facts and circumstances justify an emergency purchase involving actual physical disaster to a structure, thus, such purchase is not subject to an informal bidding requirement or any bidding threshold.

Section 4. that the Board does hereby approve Purchase Order No. 22648 with Layne Inliner, LLC in the amount \$180,000.00 for cured in place lining and appurtenances.

Section 5. That the Board is acting in its administrative capacity in adopting this Resolution.

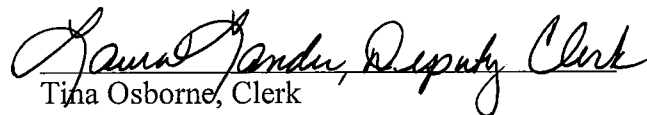
Section 6. That it is found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Board in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.


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

Resolution adopted this 2nd day of November 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Water/Sewer (file)
OMB

Resolution

Number 17-1746

Adopted Date November 02, 2017

APPROVE NOTICE OF INTENT TO AWARD BID TO ROSE EXCAVATING & DEVELOPMENT, INC. FOR THE FY13/16 VILLAGE OF PLEASANT PLAIN STROM SEWER CDBG PROJECT

WHEREAS, bids were closed at 9:15 a.m., October 31, 2017, and the bids were received, opened and read aloud for the FY13/16 Village of Pleasant Plain Storm Sewer CDBG Project for the Grants Administration Office, and the results are on file in the Board of Commissioners' Office; and

WHEREAS, the Warren County Grants Coordinator, has determined that Rose Excavating & Development, Inc. is the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Grants Coordinator, that it is the intent of this Board to award the bid to Rose Excavating & Development, Inc., 1272 Wilson-Dunham Road, New Richmond, Ohio, for a total bid price of \$68,754.50; and

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

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

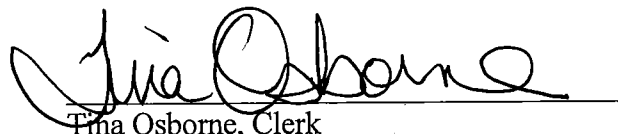
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 2nd day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

EH\

cc: OGA (file)
OMB Bid file

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

Resolution

Number 17-1747

Adopted Date November 02, 2017

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE-PRESIDENT OF THIS BOARD TO EXECUTE A CONTRACT FOR FY2017-2018 WITH THE WARREN CO EDUCATIONAL SERVICE CENTER PARENT SUCCESS PROGRAM ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize the President and/or Vice-President of this Board to execute a Contract for FY2017-2018 with Warren County Educational Service Center Parent Success Program, effective November 1, 2017 to June 30, 2018, on behalf of the Warren County Juvenile Court; and

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 2nd day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Warren County Educational Service Center
Juvenile (file)
Ohio Dept. of Youth Services

CONTRACT FOR SPECIALIZED CARE SERVICES

This Contract is made this first day of July, 2017, between Warren County ESC (hereinafter referred to as "Provider"), with its offices located at 1879 Deerfield Road Lebanon, Ohio 45036, and Warren County Board of Commissioners on behalf of Warren County Juvenile Court (hereinafter collectively referred to as "the County") located at 900 Memorial Drive Lebanon, Ohio 45036. The following circumstances are present at the time of this Contract.

WHEREAS, the County requires specialized care services and

WHEREAS, the Provider is able to provide specialized services.

NOW, THEREFORE, it is agreed that:

I. DUTIES OF PROVIDER:

To provide intensive, home based parenting support and education to parents that may include but not be limited to:

- The Parent Success Program provides intensive, home-based parenting support and education to parents of children with behavior problems. The goal of the program is to increase the protective factors of the parents and family while decreasing the negative youth behaviors. Parent Success will not only include parent training, but will help parents deal with everyday stresses and meet challenges of parenting a child with behavior problems. The Active Parenting curriculum is tailored to the individual needs of each family and deals with specific issues that the family may be struggling with: The Active Parenting curriculum teaches parents how to raise a child by using encouragement, building the child's self-esteem, creating a relationship with the child based on active listening, honest communication and problem solving. It also teaches parents to use natural and logical consequences to reduce irresponsible and unacceptable behaviors.
- The program will consist of a minimum of at least six home visits lasting at least two hours each.
- Written reports. The ESC will provide all information as required by Juvenile Court

II. LENGTH OF CONTRACT:

This Contract shall become effective on July 1, 2017 and shall remain in force and effect up to and including June 30, 2018, unless terminated as provided herein.

III. POLICY OF NON-DISCRIMINATION:

Provider and its staff will act in a nondiscriminatory manner both as an employer and as a service provider and will not discriminate with regard to race, color, national origin, religion, age, sex, or handicap.

IV. RELATIONSHIP OF PARTIES:

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Contract.

V. GOVERNING LAW:

This Contract shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio.

VI. INDEMNIFICATION:

Provider will defend, indemnify, protect, and save the County harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by the Provider, its agents, employees, licensees, contractors, or subcontractors; (b) the failure of the Provider, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of the Provider, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

The parties further recognize that (i) the parties are autonomous organizations, (ii) the parties have independent and separate boards of directors and officers responsible to manage their operations and affairs, (iii) the parties have their own separate assets, (iv) the parties do not own each other or any interests therein, (v) the parties have the right and power to hire, supervise and fire their own employees, (vi) the parties have the

function of carrying out and supervising their services under this Contract, and (viii) the parties do not control the day-to-day operations and affairs of the other parties.

VII. PARTIES:

Whenever the terms "Provider", "County" and "Fiscal Agent" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of Provider, County and Fiscal Agent.

VIII. COMPLIANCE WITH LAWS AND REGULATIONS:

In providing all services pursuant to this Contract, the parties shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of specialized care services and shall maintain all applicable State licensure and certification.

IX. COMPENSATION AND NOTICES:

The Provider shall be compensated at the rate of \$22,000 for all services provided which is estimated to serve 30 families/youth.

TO: Provider

Warren County Educational Service Center
1879 Deerfield Road
Lebanon, Ohio 45044
Phone Number: 513-695-2900, ext. 2311

Provider shall invoice:

TO: Warren County Juvenile Court
900 Memorial Drive
Lebanon, Ohio 45036
Phone Number: 513-695-1160

Invoices shall be made effective December 1, 2017 with the level billing amount of \$5,500 bi-monthly. Invoices will be made in December 2017, February 2018, April 2018 and June 2018. The total sum being \$22,000.

X. CHILD SUPPORT:

N/A

XI. INSURANCE:

Provider shall carry \$1,000,000 comprehensive general or professional liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Contract. Provider further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, Provider shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of this Contract. Provider shall provide the County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the County. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

Provider shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide the County with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract.

Provider shall carry automobile liability insurance for all such vehicles used to transport the minor child, whether such vehicles are owned by the Provider, its agents or employees, in an amount of at least \$300,000 combined single limit coverage and in an amount of at least \$1,000,000 for vans and buses combined single limit coverage and shall provide the County with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract. Provider further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, Provider shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of this Contract. Provider shall provide the County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the County. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

Failure to produce or maintain valid certificates of insurance as provided herein shall be cause for termination of this Contract by the County.

XII. ENTIRE CONTRACT:

This Contract contains the entire contract between the Provider and the County with respect to the subject matter thereof, and supersedes all prior written or oral contracts between the parties. No representations, promises, understandings, contracts, or otherwise, not herein contained shall be of any force or effect.

XIII. MODIFICATION OR AMENDMENT:

No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment.

XIV. CONSTRUCTION:

Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.

XV. WAIVER:

No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

XVI. ASSIGNMENT, SUCCESSORS AND ASSIGNS:

Neither party shall assign any of its rights or delegate any of its duties under this Contract without written consent of the other, subject to the above provision, this Contract shall be binding on the successors and assigns of the parties.

XVII. HEADINGS:

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.

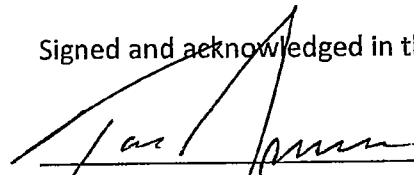
XVIII. TERMINATION:

This Contract may be terminated at any time with or without cause by any party upon fourteen (14) days written notice to the other party or parties

IN WITNESS WHEREOF, the parties hereto have executed this contract by their duly authorized representatives on the dates shown below.

This Contract is entered into by Resolution No. 17-1747 of Warren County Board of Commissioners dated 11/2/17.

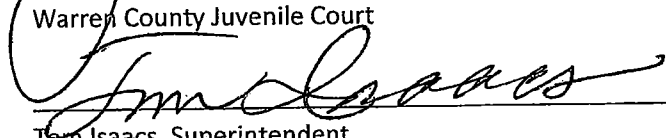
Signed and acknowledged in the presence of:



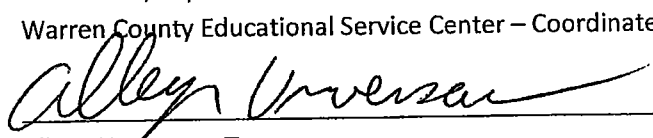
Board of Warren County Commissioners Date 11/2/17



Joseph Kirby, Judge
Warren County Juvenile Court Date 10-20-17



Tom Isaacs, Superintendent
Warren County Educational Service Center – Coordinated Care Date 10/20/17



Allyn Unversaw, Treasurer
Warren County Educational Service Center Date 10/20/17

Approved as to Form:



Keith Anderson Date 10/18/17
Assistant Prosecuting Attorney

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

Resolution

Number 17-1748

Adopted Date November 02, 2017

APPROVE CHANGE ORDER #1 WITH JOHN R. JURGENSEN COMPANY FOR THE 2017 RESURFACING PROJECT.

WHEREAS, pursuant to Resolution #17-0969 adopted June 20, 2017 this Board awarded bid and entered into contract for the 2017 Resurfacing Project and;

WHEREAS, additional work must be performed in the completion of said project; and

WHEREAS, pursuant to Section 5555.69 of the Ohio Revised Code, this Board of County Commissioners accepts the price to be paid for the new class of work; and

WHEREAS, Section 153.62 of the Ohio Revised Code allows the issuance of a change order for additional work; and

NOW THEREFORE BE IT RESOLVED, to approve change order #1 with John R. Jurgensen Company in the amount of \$34,373.07 resulting in an increase to purchase order #21970, which is for a portion of the work, and a new contract price of \$996,131.57 for said purchase order. The change order is attached hereto and made a part thereof.

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

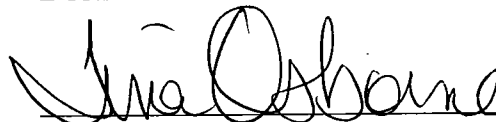
Mr. Grossmann – yea

Mr. Young – yea

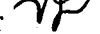
Mrs. Jones – yea

Resolution adopted this 2nd day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
c/a – John R. Jurgensen Co.
Engineer (file)



Warren County Engineer's Office

210 W. Main Street
Lebanon, Ohio 45036
Phone: (513) 695-3301
Fax: (513) 695-7714

CHANGE ORDER

INVOICE NO: 2

DATE: 10/24/17

Change Order Number 1
Project Name: 2017 Resurfacing Project

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	ADDITIONS	DELETIONS
253	300	SY	Pavement Repairs with Surface	\$55.00	\$16,500	
441	297.88	TON	Asphalt Concrete Surface Course, Type 1, (448), PG	\$60.00	\$17,873.07	
			Sums of the ADDITIONS and DELETIONS		\$ 34,373.07	

TOTAL FOR THIS CHANGE ORDER

\$34,373.07

Original contract price \$961,758.50 .
 Current contract price adjusted by previous change orders \$ 961,758.50.
 The Contract price due to this change order will be increased/decreased (circle one).
 The New contract price including this change order will be \$ 996,131.57 .
 The contract time will be increased by 0 calendar days.
 The date for completion of work will be October 31, 2017 .

I HEREBY AGREE TO PERFORM THE WORK AND TO THE NON-PERFORMANCE OF WORK AS LISTED

Dyler 10/26/17
Contractor's Signature Date

PM
Title

Recommended By:
Neil F. Jurison 10/27/17
Warren County Engineer Date

[Signature] 11/2/17
Warren County Commissioner Date

[Signature] 10/27/17
Assistant Warren County Engineer Date

[Signature] 11/2/17
Warren County Commissioner Date

[Signature] 11/2/17
Warren County Commissioner Date

**COST ESTIMATE
HAMPTON GLENN**

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
	2016 Roads				
253	Pavement Repair	300	SY	\$ 55.00	\$ 16,500.00
448	Asphalt Concrete Surface Course (448), Type 1, PG 64-22	105	Ton	\$ 60.00	\$ 6,300.00
				Total =	\$ 22,800.00

Resolution

Number 17-1749

Adopted Date November 02, 2017

ADVERTISE FOR BIDS FOR THE STROUT ROAD BRIDGE #207-0.02 REHABILITATION PROJECT

BE IT RESOLVED, to advertise for bids for the Strout Road Bridge #207-0.02 Rehabilitation Project for the County Engineer; and

BE IT FURTHER RESOLVED, to advertise said bid for three (3) weeks in a newspaper of general circulation and for two consecutive weeks on the County Internet Web Site, beginning the week of November 26, 2017; bid opening to be December 19, 2017 @ 9:00 a.m.

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

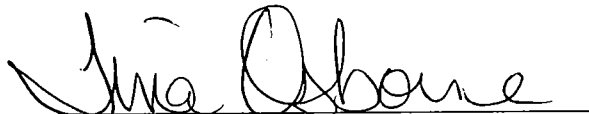
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 2nd day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

EH\

cc: Engineer (file)
OMB Bid file

Resolution

Number 17-1750

Adopted Date November 02, 2017

APPROVE COUNTY MOTOR VEHICLE TAX (CVT-358) FOR THE VILLAGE OF MAINEVILLE IN THE AMOUNT OF \$17,000.00

BE IT RESOLVED, to approve the following County Motor Vehicle Tax (CVT-358) for the Village of Maineville.


<u>Project No.</u>	<u>Description</u>	<u>Total Cost</u>	<u>CVT Funds</u>	<u>Other Funds</u>
CVT - 358	Zoar Road Improvements		\$17,000.00	

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 2nd day of November 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Engineer (file)
Village of Maineville (file)

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

Resolution

Number 17-1751

Adopted Date November 02, 2017

APPROVE COUNTY MOTOR VEHICLE TAX (CVT-359) FOR THE VILLAGE OF MAINEVILLE IN THE AMOUNT OF \$12,000.00

BE IT RESOLVED, to approve the following County Motor Vehicle Tax (CVT-359) for the Village of Maineville.

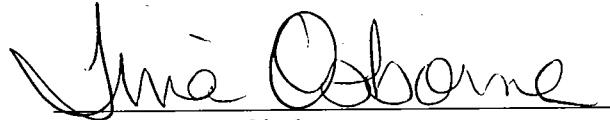
<u>Project No.</u>	<u>Description</u>	<u>Total Cost</u>	<u>CVT Funds</u>	<u>Other Funds</u>
CVT - 359	Asphalt repair along State Route 48		\$12,000.00	

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 2nd day of November 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Engineer (file)
Village of Maineville (file)

Resolution

Number 17-1752

Adopted Date November 02, 2017

AUTHORIZE PRESIDENT OF BOARD TO SIGN THE TASK COMPLETION REPORT 47 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 Report 47; and

NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the TriTech Software Systems Task Completion Report in reference to CAD/Mobile/RMS/Jail Implementation Project for the Warren County-Sales Order 6395 , 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 2nd day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – TriTech Software Solutions
Telecom (file)

Warren County Sales Order 6395 Task Completion Report 47

Effective Date: 10/17/2017

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: Client has had an opportunity to review the below reference document with the TriTech Engineer. Client approves document as guide for interface development.

Document Referenced: Inform CAD™ Operational Scenarios Document (OSD)TriTech Radio Interface – Motorola MCC 7500/CADI Warren County (6395) V2 Dated: 10/13/2017

Clarification point: This OSD was developed prior to client accepting the FDD of this interface at the request of the client. If the OSD is approved by default the presented FDD is also considered approved. The FDD is Functional Design Document (FDD) – Integrated Solutions dated 08/01/2017 and includes Appendix 1 of the clients tone flow chart.

Dataflow Direction:	Inform CAD will send specific Page Alias to the Motorola Interface.
Module:	Motorola MCC 7500 Interface
Data Transfer Medium:	Motorola MCC 7500 Interface

The client has also been provided the following document by TriTech: Warren County MCC 7500 Flow Chart dated 08/17/2017

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:

Signature:

Date: 11/2/17

TriTech Project Manager Print Name: Jameson Gartner

Signature:

Date: 10/17/2017

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

Resolution

Number 17-1753

Adopted Date November 02, 2017

APPROVE THE CONTRACT FOR POLICE PROTECTION WITH THE BOARD OF TOWNSHIP TRUSTEES OF DEERFIELD TOWNSHIP, ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE

BE IT RESOLVED, to approve the Contract for Police Protection with the Board of Township Trustees of Deerfield Township, on behalf of the Warren County Sheriff's Office 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 2nd day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Deerfield Township
Sheriff (file)

**CONTRACT FOR POLICE PROTECTION
BETWEEN THE BOARD OF TOWNSHIP
TRUSTEES OF DEERFIELD
WARREN COUNTY, OHIO
AND
LARRY L. SIMS, SHERIFF OF WARREN COUNTY, OHIO**

This contract made and entered into this 1st day of January , 2018 between the Board of Township Trustees of Deerfield Township, Warren County, Ohio, organized and existing under and by virtue of the laws of the State of Ohio, hereinafter referred to as the "TRUSTEES" and Larry L. Sims, as Sheriff of Warren County, Ohio, hereinafter referred to as "SHERIFF".

Witnesseth:

WHEREAS, Section 311.29 of the Ohio Revised Code authorizes a Sheriff of the County and a Board of Township Trustees to contract for additional police protection upon such terms as may be agreed upon; and,

WHEREAS, said Trustees are desirous of obtaining additional police protection for the residents of Deerfield Township, Warren County, Ohio; and,

WHEREAS, the Sheriff desires to provide the necessary police protection;

NOW, THEREFORE, the parties hereto, each in consideration of the mutual promises and obligations assume herein by the other, agree as follows:

- (1) The Trustees shall pay the expenses, including all uniforms, weapons, equipment and cruisers, of and the Sheriff shall provide, deputies for service in Deerfield Township, Warren County, Ohio as set forth in Attachment A, incorporated herein as if fully rewritten.
- (2) The deputies shall be supervised at all times by the Sheriff and his officers and will be subject to the rules and procedures of the Sheriff as are all other deputies. The Trustees shall have no responsibility for the actions of any deputies who shall at all times be under the authority and control of the Sheriff, including but not limited to, employee discipline as provided in any contractual agreements applicable to the employment of the deputies.
- (3) It is agreed that the deputies employed for and assigned to Deerfield Township, at the time of the agreement of this contract, will remain assigned to Deerfield Township, unless they are reassigned, removed, or transferred due to personnel changes and/or contractual agreement. The Sheriff shall notify the Trustees of these changes as they occur.
- (4) It is agreed that all County benefits and privileges available to other employees of the Sheriff's Office will be made available to the deputies under this Agreement.
- (5) It is agreed and understood, notwithstanding the fact that said deputies, are to be assigned for service in Deerfield Township, as set forth above that in case of emergency outside of Deerfield Township, said deputies may be ordered by the Sheriff to assist in such emergency. In no case however, will deputies assigned to Deerfield Township be expected

to fulfill the regular duties and responsibilities of the Sheriff outside the political subdivision identified as Deerfield Township.


- (6) It is agreed and understood that if an event of such magnitude which overwhelms or is beyond the capabilities of the assigned deputies occurs within Deerfield Township, the Township will have the full support of resources necessary to handle the event as deemed appropriate by the Sheriff at no additional cost.
- (7) It is agreed that the Trustees will pay to the Auditor of Warren County, Ohio, such sums set forth in the addendum attached at such times as so stated therein and made a part hereof. On or before October 1 of each year covered under this Contract, the parties shall agree on an additional addendum to cover the cost of the deputies for the subsequent calendar year.
- (8) The Sheriff shall account for all monies drawn from said accounts by signing vouchers detailing the particular expense being billed to the Township for such withdraws and the same shall be provided by the Auditor of Warren County, Ohio. Copies of such vouchers shall be provided to the Trustees for their review.
- (9) Upon termination of this contract or any extended period thereof, all equipment purchased by the Trustees shall remain the exclusive property of the Trustees and any monies remaining in said account established by the Auditor of Warren County, and not obligated at the termination of this Contract or at the end of any fiscal year shall be refunded promptly to the treasury of the Township. Equipment purchased by the County shall remain the exclusive property of the County.
- (10) The police protection provided under the terms of this Contract shall commence at 12:01 a.m., January 1, 2018 and continue through and terminate at 11:59 p.m., December 31, 2020. However, this Contract will be deemed to continue from time to time as set forth in any addendum attached hereto. Either party may terminate this contract, with 180 days written notice to the other party.
- (11) The parties hereto shall continue to consult with each other regarding the ongoing policing needs of Deerfield Township.
- (12) The terms of paragraph four (4) of this Contract are subject to the collective bargaining agreement between the Sheriff and the Warren County Deputies Benevolent Association (WCDSBA).
- (13) The Trustees will provide office space to permit the Sheriff's deputies, including CIS personnel to work from the Deerfield Township offices, currently located at 4900 Parkway Drive, Suite 100, Mason, Ohio 45040 or other location within Deerfield Township to be determined by the Trustees. It is further agreed that all deputies and CIS personnel assigned to Deerfield Township will report to and work from the Township Offices provided by the Trustees, unless otherwise directed by the Sheriff.
- (14) The proceeds from the sale of any property which has been lost, abandoned, stolen, or lawfully seized or forfeited and which come into the custody of the Warren County Sheriff's deputies while assigned to perform police protection duties for Deerfield Township pursuant to the aforesaid Contract for police protection, shall be divided equally between the Warren County Sheriff's Office and Deerfield Township and used solely for police purposes pursuant to Ohio Revised Code section 2981.13.

- (15) The Sheriff shall provide for enhanced recognition of Deerfield Township on police vehicles owned by Deerfield Township.
- (16) The Sheriff shall provide reports, no less frequently than quarterly, detailing the types of runs, citations, complaints, crimes and arrest occurring in Deerfield Township.
- (17) In the event the staffing of deputies is less than contemplated under this agreement, the Trustee's obligation to pay for deputies shall be reduced accordingly.
- (18) The Sheriff shall provide and pay all costs of any required training not specific to patrol operations requested by the Trustees (bike patrol, etc.).
- (19) This Contract shall be binding upon the parties thereto, and upon their respective successors and assignees.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this 17th day of October, 2017, at Warren County, Ohio.

Approved as to Form:

TRUSTEES OF DEERFIELD TOWNSHIP
WARREN COUNTY, OHIO



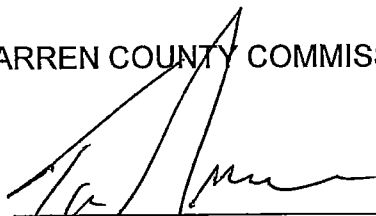
Scott Phillips, Law Director
Deerfield Township



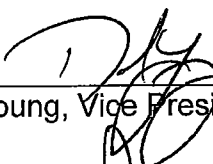
Eric Reiners, Township Administrator

By Resolution Number 17-1753 of the Warren County Board of Commissioners dated 11/2/17.

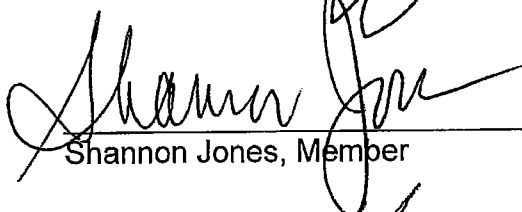
BOARD OF WARREN COUNTY COMMISSIONERS



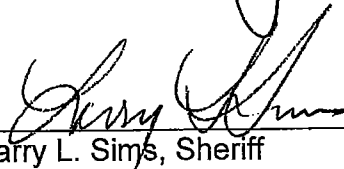
Tom Grossmann, President



David G. Young, Vice President

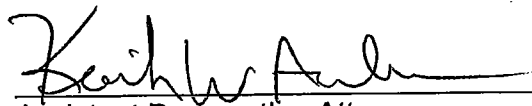


Shannon Jones, Member



Larry L. Sims, Sheriff

Approved as to Form:



Assistant Prosecuting Attorney

ATTACHMENT A

2018 PAYROLL ADDENDUM

Police protection contract between the Sheriff of Warren County, Ohio and the Trustees of Deerfield Township, Warren County, Ohio.

In conjunction with the terms and conditions of the above referenced contract relative to the number of and the compensation for the services of Deputy Sheriff, and the following Schedule of payments, shall be implemented commencing as of January 1, 2018 and continuing through 12:00 midnight on December 31, 2018.

<i>Name</i>	<i>Position</i>	<i>Date</i>	<i>Insurance</i>	<i>Salary</i>
Post Commander Lt. Shelling	Lieutenant	1/2/2002	W	\$98,516.80
Sergeant Asencio	Sergeant	2/20/2007	F	\$81,390.40
Sergeant Bishop	Sergeant	4/30/2001	C	\$81,390.40
Sergeant Doddy	Sergeant	5/2/2005	F	\$81,390.40
Sergeant Langdon	Sergeant	6/6/2005	S	\$81,390.40
Sergeant Smith J.	Sergeant	5/7/2001	F	\$81,390.40
Deputy Barker	Deputy	4/11/2011	S	\$70,241.60
Deputy Coleman	Deputy	11/13/2012	S	\$70,241.60
Deputy Everhart	Deputy	4/27/2000	F	\$70,865.60
Deputy Green	Deputy	3/9/2010	W	\$70,241.60
Deputy Grossenbaugh	Deputy	12/3/2012	S	\$70,241.60
Deputy Hambrick	Deputy	8/6/2012	S	\$70,241.60
Deputy K. Barnes	Deputy	1/30/2012 2008L	S	\$70,865.60
Deputy Barnes	Deputy	1/6/1998	F	\$71,801.60
Deputy Kyle Turner	Deputy	10/18/2010	W	\$70,241.60
Deputy Maines	Deputy	5/4/2013 2010L	F	\$70,241.60
Deputy Mann	Deputy	3/22/2001	F	\$70,865.60
Deputy Roberts	Deputy	5/19/2012 2011L	F	\$70,241.60
Deputy Sheppard	Deputy	6/2/2012 2010L	S	\$70,241.60
Deputy Tewmey	Deputy	5/19/2004	F	\$70,865.60
Deputy Vaught	Deputy	8/5/2014	W	\$70,241.60
Deputy Stanley Matuszak	Deputy	7/11/2017	F	\$60,091.20
Deputy (Open but not filled)	Deputy	TBD	F	\$70,865.60
Deputy Williams	Deputy	11/20/1998	F	\$71,801.60
DARE Dep Cairo	Dare Dep	7/27/2013 2010L	F	\$70,241.60
Detective VonHolle	Detective	9/6/2017	F	\$73,798.40
Detective Henning	Detective	6/29/2000	F	\$73,798.40
Detective Niffenegger	Detective	5/18/1998	F	\$74,734.40
Comp Time Payout				\$20,000.00
				\$2,073,480.00

630-2251

Updated: 5/19/2016

Salaries (102)				\$2,073,480.00
Overtime (114)				\$312,000.00
PERS (811)	18.10%	\$2,385,480.00		\$431,771.88
Benefits (820)				\$286,149.60
Single / Base	7	\$465.89	\$39,134.76	
Family / Base	16	\$1,230.58	\$236,271.36	
Couple / Base	1	\$615.29	\$7,383.48	
Waive	4	\$0.00	\$0.00	
Life Insurance	28	\$10.00	\$3,360.00	
Worker's Comp (830)	2%	\$2,385,480.00		\$47,709.60
Medicare (871)	1.45%	\$2,385,480.00		\$34,589.46
Total (Deerfield Enforcement)				\$3,185,700.54

EXPENSES:

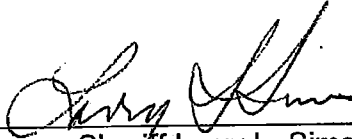
8/31/2017

Totals may change based on changes of personnel assignments and will be documented in the biweekly payroll record.

COST GRAND TOTAL	\$	3,185,700.54
FIRST QUARTER INVOICE	\$	796,425.12
SECOND QUARTER INVOICE	\$	796,425.14
THIRD QUARTER INVOICE	\$	796,425.14
FORTH QUARTER INVOICE	\$	796,425.14

All other conditions and terms shall remain in effect.

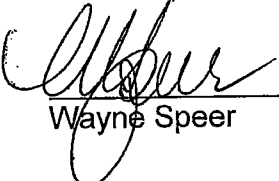
In witness whereof, the parties have hereunto set their hands on this _____ day of _____, 20__, at _____, Ohio.



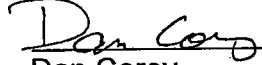
 Sheriff Larry L. Sims



 Chris Romano



 Wayne Speer



 Dan Corey

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

Resolution

Number 17-1754

Adopted Date November 02, 2017

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

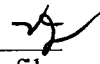
Resolution adopted this 2nd day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc:

Auditor 

Refunds file

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

Resolution

Number 17-1755

Adopted Date November 02, 2017

ENTER INTO EROSION CONTROL BOND AGREEMENT FOR COUNTRY CREEK ASSOCIATES, LLC FOR COMPLETION OF IMPROVEMENTS IN COUNTRY CREEK ESTATES, SECTION 1 SITUATED IN CLEARCREEK TOWNSHIP

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

EROSION CONTROL PERFORMANCE BOND AGREEMENT

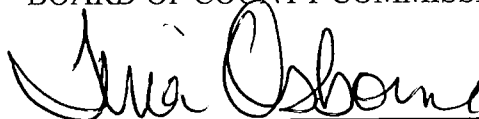
Bond Number	:	N/A
Development	:	Country Creek Estates, Section 1
Developer	:	Country Creek Associates, LLC
Township	:	Clearcreek
Amount	:	\$59,165.57
Surety Company	:	Civista Bank LOC#10033478

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 2nd day of November 2017.

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.

10033478A

This Agreement made and concluded at Lebanon, Ohio, by and between Country Creek Associates LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Civista Bank (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Country Creek Estates Subdivision, Section/Phase One (3) (hereinafter the "Subdivision") situated in Clearcreek (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 \$45,511.98, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$45,511.98; 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 \$59,105.57 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations (hereinafter the Performance Obligation). If any sum greater

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

2. The County Commissioners will, upon approval of the District Administrator of the Warren County Soil & Water Conservation District of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not performed in accordance with the Warren County Erosion and Sediment Control Regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County Erosion and Sediment Control Regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$9,102.40 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the District Administrator of the Warren

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

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

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

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

A. To the County Commissioners:

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

B. To the District Administrator:

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

C. To the Developer:

Country Creek Associates, LLC

3445 Newark Dr
Miamisburg Oh 45342

Ph. (937) 278 - 0851

D. To the Surety:

Civista Bank
100 East Water Street
Sandusky Oh 44870
Att. Legal Dept
Ph. (800) 604 - 9368

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.
Country Creek Associates LLC
By: Oberer Land Developers Ltd manager.
 SIGNATURE: *George R. Oberer Jr.*
 PRINTED NAME: George R. Oberer Jr.
 TITLE: Manager
 DATE: 10-20-17.

SURETY:

Pursuant to an instrument authorizing the undersigned to execute this agreement.
Civista Bank
 SIGNATURE: *By: Kaye Sandusky*
 PRINTED NAME: Kaye E. Sandusky
 TITLE: Senior Vice President
 DATE: 10-20-17

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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 17-1755, dated 11/2/17.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

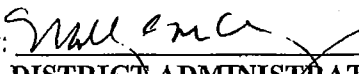
SIGNATURE: 

PRINTED NAME: Tom Grossmann

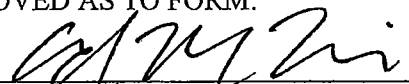
TITLE: President

DATE: 11/2/17

RECOMMENDED BY:

By: 
DISTRICT ADMINISTRATOR OF THE
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



IRREVOCABLE STANDBY LETTER OF CREDIT

Issue Date: October 20, 2017

To the Beneficiary: Warren County Board of Commissioners
406 Justice Drive
Lebanon, Ohio 45036

Irrevocable Letter of Credit # 10033478A
Loan # 10033478

Dear Sir:

We hereby issue in your favor this Irrevocable Standby Letter of Credit for the account of COUNTRY CREEK ASSOCIATES, LLC, an Ohio limited liability company ("Developer"), for erosion and sediment control improvements in Country Creek Estates, Section One, Warren County, Ohio up to an aggregate amount of Fifty-Nine Thousand One Hundred Sixty-Five and 57/100 Dollars (U.S. \$59,165.57) available by your draft(s) at sight drawn on Civista Bank, Sandusky, Ohio.

Drafts to be accompanied by the following document(s):

1) Statement purportedly signed by an authorized signer of the BOARD OF WARREN COUNTY COMMISSIONERS stating that "That the amount of the accompanying draft represents an amount due and payable as a result of the fact that COUNTRY CREEK ASSOCIATES, LLC, an Ohio limited liability company defaulted in the performance of installation of erosion and sediment control improvements within Country Creek Estates, Section One, Warren County, Ohio in accordance with the Developer's agreements for erosion and sediment control."

2) Original Letter of Credit and any amendments: Draft(s) must be marked "Drawn under Civista Bank Standby Letter of Credit No. 10033478A (fill in amount not to exceed \$59,165.57).

Subject to the maximum aggregate limit of this Irrevocable Letter of Credit, if your sight draft and drawing certificate are presented at or before 1:00 P.M., Sandusky, Ohio time, on any business day, payment will be made to you of the amount of such draft in same day funds before the close of business on the same business day. Subject to the maximum aggregate limit of this Irrevocable Standby Letter of Credit, if your sight draft and drawing certificate are presented after 1:00 P.M., Sandusky, Ohio time, on any business day, payment will be made to you of the amount of such sight draft in same day funds before the close of business on the next business day. Business day means any day on which banks are not authorized or required to close in Sandusky, Ohio.

Unless extended at our sole option, this letter of credit will expire upon the earlier of (i) the close of business on October 20, 2019, or (ii) the Beneficiary's unconditional acceptance of the erosion and



CIVISTA BANK

sediment control improvements in Country Creek Estates, Section One, Warren County, Ohio. This original letter of credit shall be promptly surrendered to us by you upon such expiration.

It is a condition of this Irrevocable Letter of Credit that it shall be automatically extended without amendment for additional periods of one year from the present and each future expiration date unless not less than sixty (60) days prior to such expiration date we notify the Warren County Administrator in writing, by courier, by certified mail or registered mail at the above address, that we elect not to extend this Letter of Credit, upon receipt by you and of our notice of election not to extend this Letter of Credit, the Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.

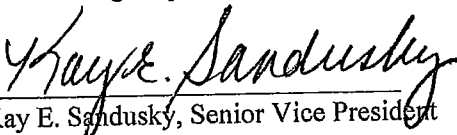
Except as otherwise expressly stated herein, this Letter of Credit is issued subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Standby Practices of the International Chamber of Commerce, Publication NO. 600 (the "Uniform Customs"). This Letter of Credit shall be deemed to be a contract made under the laws of the State of Ohio, including Article 5 of the Uniform Commercial Code, and shall, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with the laws of the State of Ohio, other than its conflict of laws rules, which would result in the application of the law of any jurisdiction other than the laws of the State of Ohio.

Communications with respect to this Letter of Credit shall be in writing and shall be addressed to CIVISTA BANK, an Ohio banking corporation, having an office at 100 East Water Street, Sandusky, Ohio 44870, Attention: Legal Department, specifically referring thereon to Civista Bank, Irrevocable Standby Letter of Credit No. 10033478A.

This Letter of Credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement. We shall not be called upon to determine questions of fact or law at issue between Developer and Beneficiary.

Sincerely,

CIVISTA BANK,
an Ohio banking corporation

By: 
Kay E. Sandusky, Senior Vice President

Resolution

Number 17-1756

Adopted Date November 02, 2017

ENTER INTO EROSION CONTROL BOND AGREEMENT FOR HDC II LLC FOR COMPLETION OF IMPROVEMENTS IN GREYCLIFF LANDING, SECTION 5 SITUATED IN FRANKLIN 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	:	Greycliff Landing, Section 5
Developer	:	HDC II LLC
Township	:	Franklin
Amount	:	\$7,406.75
Surety Company	:	Civista Bank Cashier's Check #1246885

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 2nd day of November 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

EROSION & SEDIMENT CONTROL

Security Agreement No.

This Agreement made and concluded at Lebanon, Ohio, by and between HDC II LLC
_____ (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
N/A _____ (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Grey Cliff Landing
_____ **Subdivision, Section/Phase** 5 (3) (hereinafter the "Subdivision") situated in
_____ (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 \$5697.50,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$5697.50; and,

WHEREAS, the County Commissioners require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County 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 7406.75 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations (hereinafter the Performance Obligation). If any sum greater

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

2. The County Commissioners will, upon approval of the District Administrator of the Warren County Soil & Water Conservation District of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not performed in accordance with the Warren County Erosion and Sediment Control Regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County Erosion and Sediment Control Regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of 1139.50 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the District Administrator of the Warren

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

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

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

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

A. To the County Commissioners:

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

B. To the District Administrator:

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

C. To the Developer:

HDC II LLC

2969 Beal Rd
Franklin Ohio
45005
Ph. (937) 748 - 1559

D. To the Surety:

Ph. () _____ - _____

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

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

- Certified check or cashier's check** (attached) (CHECK # 1246885)
- 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:

SURETY:

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

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

HDC II LLC

SIGNATURE: R. Todd Henderson

SIGNATURE: _____

PRINTED NAME: R. Todd Henderson

PRINTED NAME: _____

TITLE: President

TITLE: _____

DATE: 9-15-17

DATE: _____

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 47-1756, dated 11/2/17.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: _____

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 11/2/17

RECOMMENDED BY:

By: _____

[Signature]
DISTRICT ADMINISTRATOR OF THE
WARREN COUNTY SOIL & WATER
CONSERVATION DISTRICT

APPROVED AS TO FORM:

By: _____

[Signature]
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



Sandusky, Ohio 44870

Cashier's Check

1246885

REMITTER: HDC II LLC

Date: 9/15/17

COMMENT: EROSION AND SEDIMENT CONTROL BOND

Branch: 0343

\$7,406.75

PAY EXACTLY **7,406 AND 75/100 DOLLARS
TO THE ORDER OF

WARREN COUNTY COMMISSIONERS

Samira Prier

⑈0001246885⑈ ⑆041201635⑆ 089025⑈

CIVISTA BANK

Sandusky, Ohio 44870

Cashier's Check

1246885

DATE: 9/15/17

REMITTER: HDC II LLC
2969 BEAL RD
FRANKLIN, OH 45005

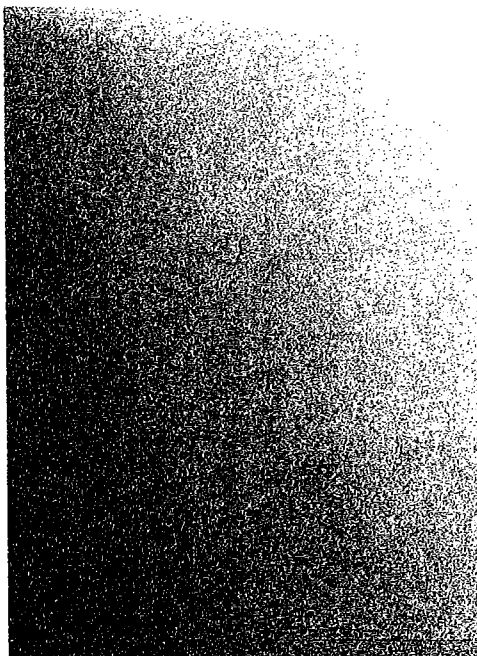
BRANCH: 0343
ORIGINATOR: W24SAWADE
TIME: 3:15:52
CK AMT: \$7,406.75
FEE AMT:

TO: WARREN COUNTY COMMISSIONERS

TOTAL: \$7,406.75

COMMENT: EROSION AND SEDIMENT CONTROL BOND

NON-NEGOTIABLE



Resolution

Number 17-1757

Adopted Date November 02, 2017

ENTER INTO EROSION CONTROL BOND AGREEMENT FOR OTTERBEIN LEBANON, LLC FOR COMPLETION OF IMPROVEMENTS IN OTTERBEIN MAINTENANCE FACILITIES SITUATED IN TURTLECREEK 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

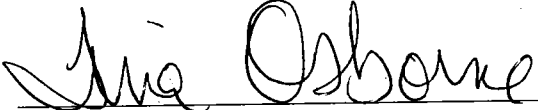
Bond Number	:	N/A
Development	:	Otterbein Maintenance Facilities
Developer	:	Otterbein Lebanon, LLC
Township	:	Turtlecreek
Amount	:	\$8,802.30
Surety Company	:	Hartford Fire Insurance Company (33BSBHU0114)

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 2nd day of November 2017.

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.

This Agreement made and concluded at Lebanon, Ohio, by and between _____
Otterbein Lebanon, LLC (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Hartford Fire Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Otterbein Maintenance
Facilities Subdivision, Section/Phase (3) (hereinafter the "Subdivision") situated in
Turtlecreek (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 \$6,771.00,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$6,771.00; 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 \$8,802.30 to secure the performance of the construction of the
uncompleted or unapproved Improvements in accordance with Warren County Erosion and
Sediment Control Regulations (hereinafter the Performance Obligation). If any sum greater

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

2. The County Commissioners will, upon approval of the District Administrator of the Warren County Soil & Water Conservation District of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not performed in accordance with the Warren County Erosion and Sediment Control Regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County Erosion and Sediment Control Regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$1,354.20 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the District Administrator of the Warren

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

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

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

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

A. To the County Commissioners:

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

B. To the District Administrator:

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

C. To the Developer:

Otterbein Lebanon, LLC

580 N. St. Rt. 741

Lebanon, OH 45036

Ph. (513) 932 - 2020

D. To the Surety:

Hartford Fire Insurance Company

One Hartford Tower

Hartford, CT 06155

Ph. (248) 822 - 6454

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.

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

DEVELOPER: Otterbein Lebanon, LLC

SURETY: Hartford Fire Insurance Company

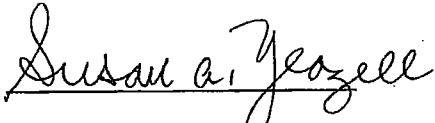
Pursuant to a resolution authorizing the undersigned to execute this agreement.

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

SIGNATURE: _____



SIGNATURE: _____



PRINTED NAME: _____

J. Chris Greisd

PRINTED NAME: _____

Susan A. Yeazell

TITLE: _____

Treasurer/CFO

TITLE: _____

Attorney-in-Fact

DATE: _____

10/6/17

DATE: _____

October 5, 2017

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~~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 17-1757, dated 11/2/17

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

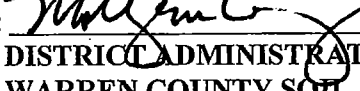
SIGNATURE: 

PRINTED NAME: Tom Grossmann

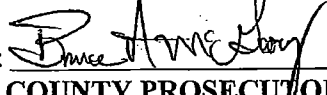
TITLE: President

DATE: 11/2/17

RECOMMENDED BY:

By: 
DISTRICT ADMINISTRATOR OF THE
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

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
 BOND, T-12
 One Hartford Plaza
 Hartford, Connecticut 06155
 Bond.Claims@thehartford.com
 call: 888-266-3488 or fax: 860-757-5835

Agency Name: WELLS FARGO INS SVCS USA INC
 Agency Code: 33-700077

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :
 Dan E. Ries, Susan A. Yeazell of CINCINNATI, Ohio

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Nora M. Stranko

Nora M. Stranko
 Notary Public

My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **October 5, 2017**
 Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that, Otterbein Lebanon, LLC, 580 N. St. Rt. 741, Lebanon, OH 45036, as Principal, and Hartford Fire Insurance Company, One Hartford Plaza, Hartford, CT 06155, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of Eight Thousand Eight Hundred Two and 30/100 Dollars (\$8,802.30) lawful money of the United States for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct and dedicate for public purpose and maintenance of Erosion & Sediment Control for Otterbein Maintenance Facilities in Turtlecreek Township, Warren County, OH.

NOW THEREFORE, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Otterbein Maintenance Facilities on record at Warren County Commissioners, then this obligation shall be void and of no further legal effect; otherwise, this bond shall remain in full force and effect in law; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated to be the sum of Eight Thousand Eight Hundred Two and 30/100 Dollars (\$8,802.30) and no more.

SIGNED AND DATED THIS 5th day of October, 2017

Principal: Otterbein Lebanon, LLC

By: [Signature]

Surety: Hartford Fire Insurance Company

By: [Signature]

Susan A. Yeazell, Attorney-in-Fact

Resolution

Number 17-1758

Adopted Date November 02, 2017

ENTER INTO EROSION CONTROL BOND AGREEMENT FOR SORAYA FARMS LLC FOR COMPLETION OF IMPROVEMENTS IN SORAYA FARMS LIFESTYLE COMMUNITY, PHASE 4 SITUATED IN CLEARCREEK TOWNSHIP

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

EROSION CONTROL PERFORMANCE BOND AGREEMENT

Bond Number	:	N/A
Development	:	Soraya Farms Lifestyle Community, Phase 4
Developer	:	Soraya Farms LLC
Township	:	Clearcreek
Amount	:	\$5,200.00
Surety Company	:	First Financial Bank (LOC 820113582)

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 2nd day of November 2017.

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.

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

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Soraya Farms Lifestyle Community Subdivision, Section/Phase 4 (3) (hereinafter the "Subdivision") situated in Clearcreek (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 \$4,000.00, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$4,000.00; 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 \$5,200 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations (hereinafter the Performance Obligation). If any sum greater

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

2. The County Commissioners will, upon approval of the District Administrator of the Warren County Soil & Water Conservation District of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not performed in accordance with the Warren County Erosion and Sediment Control Regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County Erosion and Sediment Control Regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$800.00 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the District Administrator of the Warren

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

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

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

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

A. To the County Commissioners:

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

B. To the District Administrator:

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

C. To the Developer:

Soraya Farms LLC

8534 Yankee Street

Dayton, OH 45458

Ph. (937) 438 - 3667

D. To the Surety:

First Financial Bank, NA

ATTN: Bruce Crutcher

4391 Far Hills Ave

Kettering, OH 45429

Ph. (937) 425 - 6754

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 # 820113582)
- Original Escrow Letter (attached)
- Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).
- Surety obligation of national bank (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

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

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

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

DEVELOPER:

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

SIGNATURE: Shery Oakes

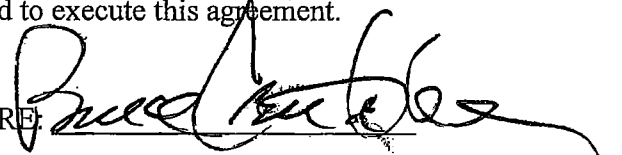
PRINTED NAME: Shery Oakes

TITLE: President

DATE: 8-22-17

SURETY:

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

SIGNATURE: 

PRINTED NAME: Bruce Crutcher

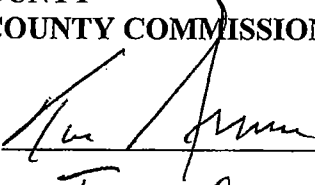
TITLE: SPJ

DATE: 8/23/17

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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 17-1758, dated 11/2/17.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 11/2/17

RECOMMENDED BY:

By: _____
**DISTRICT ADMINISTRATOR OF THE
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

September 6, 2017

To the Beneficiary:
Board of Warren County Commissioners
Warren County Soil and Water Conservation District
320 E. Silver Street
Lebanon, OH 45036

Irrevocable Letter of Credit # 820113582

Dear Sir or Madam:

We hereby establish our Irrevocable Standby Letter of Credit No. 820113582 in your favor, as Beneficiary, by order and for account of Soraya Farms, LLC, Lifestyle Section/Phase 4, Streets, Sidewalks & Appurtenances, Warren County, Ohio, up to the aggregate sum of Five Thousand Two Hundred and 00/100 US Dollars (US \$5,200.00). This Letter of Credit is available by payment against your sight draft(s) drawn on FIRST FINANCIAL BANK, an Ohio state chartered bank.

Drafts are to be accompanied by the following document(s):

1) Statement purportedly signed by an authorized signer of the BOARD OF WARREN COUNTY COMMISSIONERS stating that "That the amount of the accompanying draft represents an amount due and payable as a result of the fact that Soraya Farms, LLC has defaulted in the performance of installation and maintenance of improvements within Soraya Farms, Lifestyle Section 4, in accordance with the Security Agreement for Streets, Sidewalks and Appurtenances.

2) Original Letter of Credit and any amendments:

Draft(s) must be marked "Drawn under First Financial Bank Standby Letter of Credit No. 820113582.

This Letter of Credit will expire on September 6, 2019.

We hereby agree with you that all draft(s) drawn under and in strict compliance with the terms of this Letter of Credit will be duly honored if presented at, First Financial Bank, an Ohio state chartered bank, located at 255 East Fifth Street, Suite 700, Cincinnati, OH 45202 or any other place which may be designated by us by written notice delivered to you, not later than the expiration date of September 6, 2019, or any future expiration date.

"It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for successive one year periods from its present or any future expiration date unless at least sixty (60) days before any such expiration date we notify the Warren County Administrator, at the address listed above, in writing by certified or registered mail, that we elect not to consider this letter of credit renewed for any such additional period, **at such time the Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.**"

"The draft presentment deadline set forth in this letter of credit shall automatically be extended for one year periods unless at least sixty (60) days prior to any draft presentment deadline, or any prior extension thereof, the FIRST FINANCIAL BANK, an Ohio state chartered bank notifies the Warren County Administrator, 406 Justice Drive, Lebanon, Ohio 45036, that the draft presentment deadline shall not be extended for a successive one year period, **at such time the Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.**"

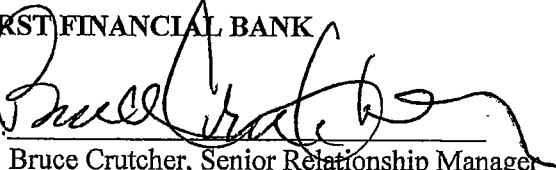
"The Security Agreement referenced by this Letter of Credit and all its terms and conditions, is attached hereto, made a part hereof, and fully incorporated herein, as if fully rewritten".

Except as otherwise expressly stated herein, this Letter of Credit is subject to the Uniform Customs and Practices for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600 ("UCP 600"). This Letter of Credit shall be deemed to be made under the laws of the State of Ohio, and shall, as to matters not governed by the UCP 600, be governed by and construed in accordance with the laws of the State of Ohio.

Sincerely,

FIRST FINANCIAL BANK

By


Bruce Crutcher, Senior Relationship Manager

Resolution

Number 17-1759

Adopted Date November 02, 2017

APPROVE APPROPRIATION DECREASES WITHIN VARIOUS FUNDS

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

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

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


\$57,608.15	from	#619-1110-220	(Garage – Operating Supplies)
\$ 530.00	from	#619-1110-317	(Garage – Capital Purchases under \$10,000)
\$51,322.45	from	#619-1110-400	(Garage – 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 2nd day of November 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Decrease file
Garage (file)
OMB

Resolution

Number 17-1760

Adopted Date November 02, 2017

APPROVE A CASH ADVANCE FROM THE COUNTY MOTOR VEHICLE FUND #202
INTO THE ZOAR ROAD IMPROVEMENT PROJECT FUND #436

WHEREAS, Neil Tunison, Warren County Engineer and appointing authority for the Zoar Road Improvement Project has requested a cash advance until monies are received from fund #202;
and

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

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

\$134,581.33	from	#202-5555-666	(Advances of Cash Out)
	into	#436-5555-555	(Cash Advance 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 2nd day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Cash Advance file
Engineer (file)
OMB

Resolution

Number 17-1761

Adopted Date November 02, 2017

ACCEPT AMENDED CERTIFICATE, AND APPROVE SUPPLEMENTAL APPROPRIATION INTO SHERIFF'S OFFICE FUND #267

WHEREAS, the Warren County Sheriff's Office has indicated the anticipation of additional grant revenue to the amount of \$4,340.05 in Sheriff's Office Fund #267; and

WHEREAS, in order to expend said funds a supplemental appropriation is necessary; and

NOW THEREFORE BE IT RESOLVED, to accept the amended certificate in the amount of \$4,340.05 and approve the following supplemental appropriation adjustment within Warren County Sheriff's Office Fund #267:

Supplemental Appropriation

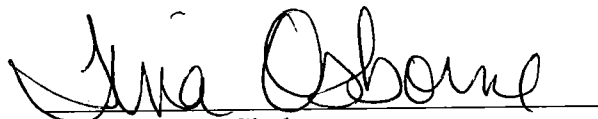
\$4,340.05 into 267-2200-317 Capital Purchases Under \$10,000


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 2nd day of November 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Amended Certificate file
Supplemental App. file
Sheriff (file)
OMB

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code , Sec 5705.36

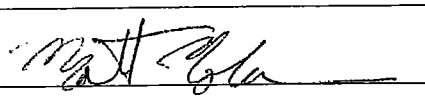
Office of Budget Commission, County of Warren, Lebanon, Ohio, October 30, 2017

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2017, 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, 2017	Taxes	Other Sources	Total
Loeb Foundation Grant	\$0.00	\$0.00	\$16,340.05	\$16,340.05
Fund 267				
TOTAL	\$0.00	\$0.00	\$16,340.05	\$16,340.05

2017 OCT 30 PM 12 44

_____)
 _____)
)
 _____) Budget
 _____) Commission

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

Resolution

Number 17-1762

Adopted Date November 02, 2017

APPROVE OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #101-1112 INTO CHILD SUPPORT ENFORCEMENT AGENCY FUND #263

WHEREAS, the Child Support Enforcement Agency has submitted a request to this Board to transfer the fourth quarter of their 2017 local share to their Fund #263; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #101-1112 to the Child Support Enforcement Agency Fund #263:

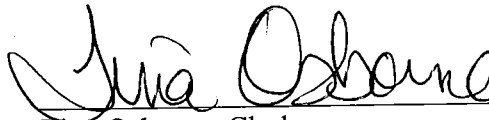
\$66,837.75 from #101-1112-748-9000 (Commissioners Transfers - CSEA)
into #263-2560-450-9000 (CSEA - County Share)

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 2nd day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Operational Transfer file
CSEA (file)
OMB

Resolution

Number 17-1763

Adopted Date November 02, 2017

APPROVE OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #101-1112 INTO CHILDREN SERVICES FUND #273

WHEREAS, the Warren County Children Services has requested that the fourth quarter of their 2017 local share be transferred into the Children Services Fund #273; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer:

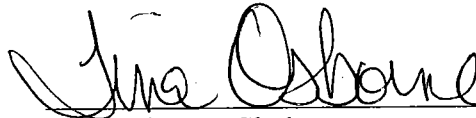
\$831,374.25 from #101-1112-749-9000 (Commissioners Grants - Children Services)
into #273-9000-999 (Children Services - Operating Transfers)

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 2nd day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Operational Transfer file
Children Services (file)
OMB

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

Resolution

Number 17-1764

Adopted Date November 02, 2017

APPROVE SUPPLEMENTAL APPROPRIATION INTO OHIOMEANSJOBS FUND #258

BE IT RESOLVED, to approve the following supplemental appropriation:

\$64.00 into #258-5800-850 (Training, SSG Conference Training)

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 2nd day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Supplemental App file
OhioMeansJobs (file)
OMB

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

Resolution

Number 17-1765

Adopted Date November 02, 2017

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUNDS #101-2200 AND #101-2210

BE IT RESOLVED, to approve the following appropriation adjustment:

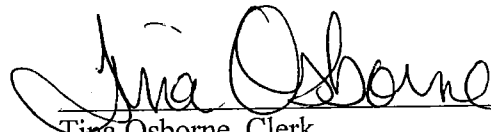
\$40,000.00	from #101-2200-115	(Holiday)
	into #101-2200-114	(Overtime)
\$15,000.00	from #101-2200-811	(PERS)
	into #101-2200-114	(Overtime)
\$40,000.00	from #101-2210-820	(Health Insurance)
	into #101-2210-114	(Overtime)

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 2nd day of November 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Sheriff's Office (file)
OMB

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

Resolution

Number 17-1766

Adopted Date November 02, 2017

APPROVE APPROPRIATION ADJUSTMENTS WITHIN PROSECUTOR FUND 101-1150

BE IT RESOLVED, to approve the following appropriation adjustments:

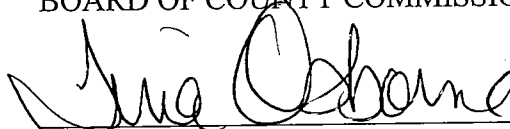
\$ 2,800.00	from #101-1150-400	(Purchase Services)
	into #101-1150-850	(Training -Education)
\$20,000.00	from #101-1150-840	(Unemployment)
	into #101-1150-830	(Workers Compensation)
\$14,244.00	from #101-1150-820	(Health Insurance)
	into #101-1150-830	(Workers Compensation)

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 2nd day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adjustment file
Prosecutor (file)
OMB

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

Resolution

Number 17-1767

Adopted Date November 02, 2017

APPROVE APPROPRIATION ADJUSTMENTS WITHIN COMMON PLEAS COURT
COMMUNITY BASED CORRECTIONS FUND #289

BE IT RESOLVED, to approve the following appropriation adjustments:


\$ 25,000.00	from	#289-1226-220	(Operating Supplies, General)
	into	#289-1226-210	(Office Supplies, General)
\$ 20,000.00	from	#289-1226-850	(Training Education)
	into	#289-1226-400	(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 2nd day of November 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 17-1768

Adopted Date November 02, 2017

APPROVE APPROPRIATION ADJUSTMENTS WITHIN RECORDS CENTER FUND #101-1150 AND BUILDING AND ZONING FUND #101-2300

BE IT RESOLVED, to approve the following appropriation adjustments:

RECORDS CENTER FUND #101-1150

\$9,000.00 from #101-1500-820 (Health Insurance)
into #101-1500-317 (Capital Purchases under \$10,000)

BUILDING AND ZONING FUND #101-2300


\$2,000.00 from #101-2300-830 (Workers Comp)
into #101-2300-850 (Education)

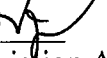
Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 2nd day of November 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Records (file)
Building & Zoning (file)
OMB

Resolution

Number 17-1769

Adopted Date November 02, 2017

APPOINT AN EVALUATION COMMITTEE RELATIVE TO THE PROCUREMENT (REQUEST FOR QUALIFICATIONS AND REQUEST FOR PROPOSALS) ASSOCIATED WITH DESIGN-BUILD SERVICES RELATIVE TO THE DESIGN AND CONSTRUCTION OF THE PROPOSED PROBATE/JUVENILE COURT EXPANSION PROJECT

WHEREAS, this Board intends to issue a request for qualifications and request for proposals for Design-Build services from firms relative to the design and construction of the proposed Probate/Juvenile Court Expansion Project (“the Project”); and

WHEREAS, it is the desire of this Board to establish an evaluation committee to review the request for qualification and request for proposal submittals received and to make a recommendation for selection by this Board; and

NOW THEREFORE BE IT RESOLVED, to appoint the following members to the Design-Build evaluation committee relative to the design and construction of the proposed Probate/Juvenile Court Expansion Project:


- **Tiffany Zindel, County Administrator**
- **Martin Russell, Deputy County Administrator**
- **Trevor Hearn – Warren County Director of Facilities**
- **Judge Joe Kirby or designee**
- **Representative from K2M Design, Inc. as Technical Advisor**

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 2nd day of November 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Appointees
Project file
OMB

Resolution

Number 17-1770

Adopted Date November 02, 2017

SELECTION OF ARCHITECTURAL FIRM FOR THE WARREN COUNTY JUVENILE JUSTICE CENTER ROOFING PROJECT

WHEREAS, this Board of County Commissioners (the "Board") of the County of Warren, Ohio (the "County") recognizing the need for a professional architectural firm for the purpose of providing architectural and engineering design services for the Warren County Juvenile Justice Center Roofing Project; and

WHEREAS, Section 153.65-71 of the Ohio Revised Code identifies the requirements and procedures for procuring the services of a consulting architectural and engineering firm for the development of detailed plans, specifications, and bid documents for the aforesated project; and

WHEREAS, pursuant to Resolution #17-1489 this Board established an Evaluation Committee to review the qualifications, select and make recommendation for contract award; and

WHEREAS, seven qualification submittals were received, reviewed and evaluated by the Committee; and


NOW THEREFORE BE IT RESOLVED, to authorize the Warren County Administrator to initiate negotiations with SFA Architects Inc. for the respective architectural 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 2nd day of November 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

Tz/

cc: Probate/Juvenile Ct (file)
Facilities Mgt (file)
OMB Bid file

Project file

Resolution

Number 17-1771

Adopted Date November 02, 2017

AUTHORIZE PETE MASON, OPERATIONS DIRECTOR FOR THE BOARD OF DEVELOPMENTAL DISABILITIES TO ACT ON BEHALF OF THE BOARD OF COMMISSIONERS IN THE MATTER PENDING BEFORE THE CITY OF LEBANON RELATIVE TO REPLAT OF PARCELS ON THE JUSTICE DRIVE CAMPUS THAT WILL BE DEEDED TO THE BOARD OF DEVELOPMENTAL DISABILITIES

WHEREAS, this Board has taken prior action to transfer, via general warranty deed several properties purchased by the Board of Developmental Disabilities but titled in the name of the Board of Commissioners; and

WHEREAS, three properties remain to be transferred, pending a replat of the Justice Drive campus; and

WHEREAS, in order to proceed with the replat the Commissioners must sign an application to the City of Lebanon relative to the request and designate a representative; and

WHEREAS, the County Administrator is recommending that Pete Mason, Operations Director with the Board of Developmental Disabilities be designated the owner's representative in the matter; and

NOW THEREFORE BE IT RESOLVED, to designate Pete Mason, Operations Director with the Board of Developmental Disabilities as the owner's representative in the matter pending before the City of Lebanon relative to the replat of the Justice Drive Campus.

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 2nd day of November 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

Tz/

cc: Developmental Disabilities (file)
T Zindel

DIVISION APPLICATION

LCO §1117



Department of Planning and Development
50 S. Broadway • Lebanon, Ohio 45036
(513) 228-3171 • FAX: (513) 932-2493

I. TYPE OF APPLICATION

- Preliminary Plan (§1117.02)
- Final Plat - Record Plan (§1117.04)
- Replat - Record Plan (§1117.05)
- Minor Subdivision (§1117.06.D.)
- Other (describe) _____

NOTE: All applications are reviewed by the Department of Planning and Development for completeness per LCO § 1132.04 prior to being processed. Applications that are incomplete will not be accepted. Applicants are required to contact the Department of Planning and Development to schedule a pre-application review conference with staff prior to submitting a formal application.

II. PROPERTY INFORMATION

Property Address: 410, 412, 414 JUSTICE DRIVE	
Parcel Number (SIDWELL): 1333326007	Parcel Size (Acres): 76.7185 AC.
Existing Land Use/Development: OFFICES	
Proposed Land Use/Development: OFFICES	
Existing Zoning District: P.O. PROFESSIONAL OFFICE	

III. PLAT INFORMATION & ATTRIBUTES: Attach additional sheets to the application with your responses.

A. Project description: CREATE A SEPARATE LOT FOR THE BUILDINGS WITH THE ADDRESSES ABOVE.
B. Briefly explain how the proposed development relates to the character of the surrounding area: NO CHANGE
C. Briefly state how the proposed development will relate to the 2009 Lebanon Comprehensive Plan and any other applicable standards/resolutions: SAME

IV. CURRENT PROPERTY OWNER(S): This section must be completed. Attach additional sheets if necessary.

Name (Individual or organization): WARREN COUNTY COMMISSIONERS	
Mailing Address: (Street, City, State, Zip Code) 406 JUSTICE DRIVE LEBANON, OH 45036	
Telephone/Fax: 513-695-1250	Email: Tiffany.Zindel@co.warren.oh.us
Email or Alternate Contact Information:	

V. APPLICANT: Please complete if applicable. This is the person(s) requesting approval, if different than the property owner(s).

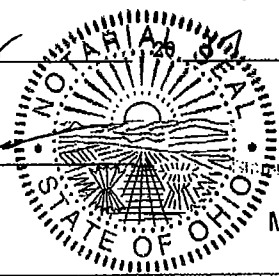
Name: <u>APEX ENGINEERING & SURVEYING, PAUL LEISER</u>	
Organization (Owner, Developer, Contractor, etc.): <u>Surveyor</u>	
Mailing Address: <u>1068 N. UNIVERSITY DR.</u> (Street, City, State, Zip Code) <u>MIDDLETOWN, OH 45042</u>	
Telephone/Fax: <u>(513) 424-5202</u>	Email: <u>APEX ENGINEERING@SBCGLOBAL.NET</u>
Email or Alternate Contact Information:	

VI. AUTHORIZATION FOR OWNER'S APPLICANT/REPRESENTATIVE(S): If the applicant is not the property owner, this section shall be completed and notarized.

I, Tom Grossmann, President, the property owner, hereby authorize Pete Mason to act as my applicant/representative(s) in all matters pertaining to processing and approval of this application, including modifying the project. I agree to be bound by all representations and agreements made by the designated representative.

Signature of Current Property Owner: <u>[Signature]</u>	Date: <u>11/02/17</u>
---	-----------------------

Subscribed and sworn to before me this 2nd day of November
 State of Ohio
 County of Warren Notary Public [Signature]



LAURA K. LANDER
 NOTARY PUBLIC
 STATE OF OHIO
 Recorded in
 Warren County
 My Comm. Exp. 12/26/17

VII. APPLICANT'S CERTIFICATION

I, _____, the owner or authorized representative, have read and understand the contents of this application. I hereby certify that the information contained in this application, attached exhibits and other information submitted is complete and in all respects true and correct, to the best of my knowledge and belief.

Signature of Current Property Owner:	Date:
--------------------------------------	-------

DEPARTMENTAL USE ONLY

Application No.:	Fee Received: _____ Receipt No.: _____	PC Date: Public Hearing: <input type="checkbox"/> Yes <input type="checkbox"/> No
Date Received: ___/___/___ Received by: _____	Zoning District: LUP Conformance:	PC Action: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Approved with Conditions
Comments: _____		

VIII. APPLICATION SUBMITTAL REQUIREMENTS

PLEASE REVIEW THE CITY OF LEBANON SUBDIVISION REGULATIONS FOR ADDITIONAL INFORMATION ON THE REVIEW AND APPROVAL PROCESS AND REQUIRED CONFORMITY WITH THE LAND DEVELOPMENT DESIGN & CONSTRUCTION STANDARDS MANUAL.

PRELIMINARY PLAN (LCO §1117.02)

WRITTEN REQUIREMENTS (Unless otherwise noted seven (7) hard copies & PDF are required.)

- Subdivision application form.
- Application for Utility Service.
- A report on estimated vehicular traffic volume generated by the proposed development. This report will determine if a Traffic Impact Study is required prior to submittal of improvement plans.
- Legal description of the property(s)
- Two copies of a signed letter of intent regarding development of property including:
 - a. Brief description of proposed development.
 - b. Existing and proposed uses of the property.
 - c. Detailed description of common ownership or unified control of entire property.
- Estimated time schedule including proposed starting and completion dates.
- Land use characteristics (narrative on the existing, and proposed land uses, structures and buildings, general description of size area and height).

SCHEMATIC DRAWINGS (§1117.02 B.)

Ten (10) hard copies & PDF of the preliminary plan at 1" = 100' (preferred) scale, not to exceed 24" by 36" drawings, shall be submitted and include the required following information:

- North Point, scale and date.
- Location of the plat by section, town and range.
- Plat boundary by a heavy line with approximate acreage.
- All section, township and corporation lines which pass through or along the plat, and their approximate distance from the boundary lines of the property.
- Name of the plat and names and addresses of owners and subdividing engineer, or surveyor. (Plat name shall not duplicate or closely approximate the name of any existing plat of record.)
- Names of adjacent subdivisions and owners of non-subdivided land and city lot numbers of adjacent lots.
- Contours with intervals of not more than five feet where slope is generally greater than 10%, and not more than two feet where slope is generally less than 10%.
- Size and location of existing public utilities (i.e. electric) within or adjacent to the plat.
- Proposed names of streets and location of all streets, alleys, crosswalks, utility and drainage easements with right-of-way widths thereof.
- Lot layout and approximate dimensions, the building setback line with dimensions at the building line when the lot is located on a curve or the side lot lines are not parallel.
- Land to be reserved for public use.
- Location, widths and names of existing or proposed streets, railroad right-of-ways, public utility easements, public open spaces.
- Points of proposed connection to public water and sewer system.
- Existing physical features including wooded areas, drainage channels, permanent buildings, a landscape plan and specifically, a tree inventory, tree preservation plan, and tree removal plan as regulated by Section 1153 Landscape Requirements.
- Show existing buildings with approximate dimensions and location and whether the buildings are to remain. (Ord. 8147, Passed 4/10/01)
- A vicinity sketch or location map. This map shall show the position of the subdivision with relation to existing community facilities which serve or influence it. Include surrounding streets, properties and subdivisions.

- Zoning on and adjacent to the tract.
- Draft of protective covenants whereby the subdivider is to regulate land use in the subdivisions and otherwise protect the proposed development. This information may be attached to the preliminary plat.
- Tree inventory and preservation plan in accordance with LCO §1138.10

FINAL PLAT (§1117.04)

WRITTEN REQUIREMENTS

- Subdivision application form.
- Provide a written summary establishing compliance of the final plat with the approved preliminary plan.

SCHEMATIC DRAWINGS (§1117.04 B.)

Ten (10) hard copies & PDF of the preliminary plan at 1" = 100' (preferred) scale, not to exceed 24" by 36" drawings, shall be submitted and include the required following information. Information may be shown on one drawing or may be separated into more than one drawing for purposes of legibility and clarity.

- North point, scale and date.
- All plat boundaries with length of course to hundredths of a foot and bearing to seconds. The error of closure shall not exceed 1 to 10,000. (When required, all calculations and field notes shall be submitted). Plat boundary to be shown by heavy lines. (Ord. 8147, Passed 4/10/01)
- The name of the subdivision with the correct description of the property being subdivided and its location by section, town, range, or city lot number, with deed book and page reference and acreage ten-thousandths shall be delineated utilizing the following language:

Situating in Sec. _____, Town _____, Range _____, City of Lebanon, Ohio,
Containing _____ Acres and Being (Part Of) the Same Tract as
Conveyed to _____ and Described in the Deed Record
in Deed (Official Record) Book _____, Page _____, Warren County, Ohio.

- The names, exact location and width along the property lines of all existing or recorded streets intersecting or paralleling the plat boundaries.
- The names on record of all abutting tracts and the corresponding acreage with their deed book and page reference and/or the plat book reference of all abutting plats or City lot numbers.
- Bearings and distances to nearest established street boundaries, section lines or other recognized lines.
- Any section lines, corporation limits, township and county lines with accurate monuments and located on the plat and their names lettered thereon. Any development, road right of way, or lot split by section, town, or range lines shall indicate acreage of each section in each parcel.
- Street names and street and alley lines with bearings or angles of intersection and widths (including the width along the lines of any obliquely intersecting street).
- The length of all arcs and radii, points of curvature and tangent bearings. In cases where the intersection of property lines is rounded, the radius shall be noted.
- All easements or rights-of-way provided for public use.
- All lot lines with dimensions in feet and hundredths, including dimensions on the building line when the side lot lines are not parallel.
- The accurate location and material of all monuments (the type of lot corner markers shall be clearly indicated on the plat).
- All public property and parcels of land to be dedicated or reserved to public use accurately outlined and described.
- Protective covenants and restrictions.
- Building setback lines.
- The certificate of the registered surveyor, attesting to the accuracy of the survey and the correct location of all monuments shown.
- Acknowledgement of the owner to the plat and restrictions, including dedications to public use of all streets, alleys, parks or other open spaces shown thereon and the granting of the required easements as shown to be indicated by the following statement on the plat tracing: "Easements shown on this plat are for the construction, operation, maintenance, repair, replacement, or removal of water, gas, sewer, electric, telephone or other utilities or services, and for the express purpose of removing any and all trees or other obstructions to the free use of such utilities and for providing of ingress and egress to the property for such purposes, and are to be maintained as such forever.
- Total acreage in the subdivision, acreage in lots, acreage in streets.

- A certificate by the City Engineer certifying that the subdivider has complied with one of the following alternatives:
 - a. All improvements including required landscaping have been installed in accordance with the requirements of these subdivision regulations and with the action of the Planning Commission.
 - b. An acceptable performance bond or certified check has been filed in accordance with these subdivision regulations.
- Other certificates, easements, and documents for required approvals and accepting dedications.
- Overland drainage control. The City of Lebanon assumes no legal obligation to maintain or repair any existing or newly constructed open drainage ditches or channels designated as "drainage easements" on this plat. The easement area of each lot and all of the improvements within it shall be maintained continuously by the lot owner. Within the easements, no structure, planting, fencing, culvert, or obstruction of any kind shall be placed or permitted to remain which may obstruct, retard, or divert the flow through the watercourse.

REPLATS (§1117.05)

In the case of a replat, the same rules and regulations shall apply as for the original final plat, except that filing of a preliminary plan may be waived by the Planning Commission, when its submission would serve no useful purpose. The replat should show clearly the area which has been vacated and should also include enough of the surrounding plat or plats to show how the proposed replat fits in with the general scheme. The title of the replat should indicate that part of the plat being replatted and also make reference to the original plat.

MINOR SUBDIVISIONS (§1111.06 D.)

The City Engineer, on behalf of the Planning Commission, subject to the conditions listed below, shall approve a proposed division of land without plat if such proposed division is not contrary to applicable platting, zoning or health regulations. On presentation of any instrument of conveyance, the City Engineer shall stamp the same as "NO PLAT REQUIRED", with appropriate signature and seal.

CONDITIONS OF APPROVAL

- (a) Minimum lot area and frontage requirements shall be complied with.
- (b) Plat and description of property shall be based on a survey.
- (c) Lot shall front on a dedicated street or an established public road having a width of at least 50 feet.
- (d) All streets or parts thereof indicated on the Official Thoroughfare Plan shall be dedicated or reserved.
- (e) No more than five parcels shall be formed from any one tract as shown on the tax rolls as of January 6, 1959.