

Resolution

Number 18-1322

Adopted Date August 28, 2018

HIRE ANDREW NAPIER AS WATER DISTRIBUTION WORKER I WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

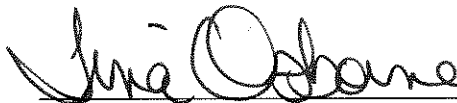
BE IT RESOLVED, to hire Andrew Napier, as Water Distribution Worker I, within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), Pay Range #13, \$14.81 per hour, under the Department of Water and Sewer Compensation Plan, effective September 17, 2018, subject to a negative background check, drug screen and 365-day probationary period.

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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: A. Napier's Personnel file
Water/Sewer (file)
OMB – Sue Spencer

Resolution

Number 18-1323

Adopted Date August 28, 2018

HIRE TAMARA THOMAS AS CASE AIDE, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

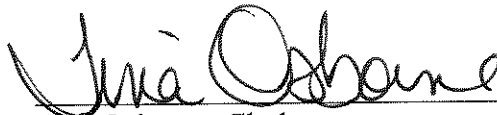
BE IT RESOLVED, to hire Tamara Thomas, as Case Aide, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #5, \$14.91 per hour, under the Warren County Job and Family Services compensation plan, effective September 17, 2018, subject a negative drug screen and a 365 day probationary period.

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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
T. Thomas' Personnel file
OMB – Sue Spencer

Resolution

Number 18-1324

Adopted Date August 28, 2018

HIRE OLIVIA ELTER AS PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Olivia Elter, as Protective Services Caseworker I within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #6, \$15.67 per hour, under the Warren County Job and Family Services, Children Services compensation plan, effective September 17, 2018, subject to a negative drug screen and 365 day probationary period.

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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: Children Services (file)
Olivia Elter's Personnel file
OMB – Sue Spencer

Resolution

Number 18-1325

Adopted Date August 28, 2018

ACCEPT RESIGNATION OF JOSEPH ARCHULETA, PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE OCTOBER 1, 2018

BE IT RESOLVED, to accept the resignation of Joseph Archuleta, Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, effective October 1, 2018.

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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
J. Archuleta's Personnel file
OMB – Sue Spencer
Tammy Whitaker
Job Class #1783

Resolution

Number 18-1326

Adopted Date August 28, 2018

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

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

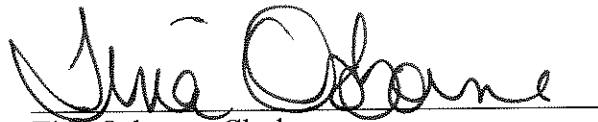
NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Protective Services Caseworker I or II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning August 29, 2018.

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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

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

Resolution

Number 18-1327

Adopted Date August 28, 2018

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR JACQUELINE HANKINS, ADMINISTRATIVE SUPPORT, WITHIN THE BUILDING AND ZONING DEPARTMENT

WHEREAS Jacqueline Hankins, Administrative Support, within the Building and Zoning Department, has successfully completed her 365-day probationary period, effective August 21, 2018; and

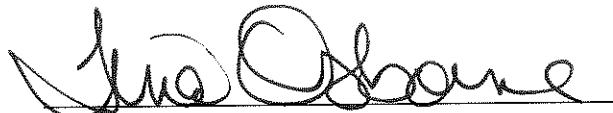
NOW THEREFORE BE IT RESOLVED, to approve Jacqueline Hankins' completion of 365-day probationary period and to approve a pay increase to \$13.57 per hour, effective pay period beginning September 1, 2018.

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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building & Zoning (file)
OMB –Sue Spencer
J. Hankins' Personnel File

Resolution

Number 18-1328

Adopted Date August 28, 2018

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR KATHRYN GILBERT, STAFF ENGINEER, WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS Kathryn Gilbert, Staff Engineer, within the Water and Sewer Department, has successfully completed her 365-day probationary period, effective August 28, 2018; and

NOW THEREFORE BE IT RESOLVED, to approve Kathryn Gilbert's completion of 365-day probationary period and to approve a pay increase to \$1,939.57 bi-weekly, effective pay period beginning September 1, 2018.

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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water and Sewer (file)
OMB –Sue Spencer
K. Gilbert's Personnel File

Resolution

Number 18-1329

Adopted Date August 28, 2018

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO FRANK OSBORN, CONTROL SYSTEMS TECHNICIAN II, WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Frank Osborn, Control Systems Technician II; and

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

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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water/Sewer (file)
F. Osborn's FMLA file
OMB- Sue Spencer

Resolution

Number 18-1330

Adopted Date August 28, 2018

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO JAMES RYAN, MIS SPECIALIST II, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for James Ryan, MIS Specialist II; and


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

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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Human Services (file)
J. Ryan's FMLA file
OMB – Sue Spencer

Resolution

Number 18-1331

Adopted Date August 28, 2018

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO DEWAYNE GORDON,
CUSTODIAL WORKER II, WITHIN FACILITIES MANAGEMENT

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Dewayne Gordon, Custodial Worker II; and

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

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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Facilities Management (file)
D. Gordon's FMLA file
OMB – Sue Spencer

Resolution

Number 18-1332

Adopted Date August 28, 2018

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO SAMUEL ROBERTS,
ASSOCIATE ARCHITECT, WITHIN FACILITIES MANAGEMENT

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Samuel Roberts, Associate Architect; and

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

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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
Samuel Roberts' FMLA file
OMB- Sue Spencer

Resolution

Number 18-1333

Adopted Date August 28, 2018

APPROVE REAPPOINTMENTS TO THE RURAL ZONING BOARD OF APPEALS

BE IT RESOLVED, to approve the following reappointments:

RURAL ZONING BOARD OF APPEALS

Chris Koch
2574 Shawhan Road
Lebanon, Ohio 45036

Term to expire 12/31/22

Alternate

Tony Weissman
P.O. Box 396
Franklin, Ohio 45005

Term to expire 12/31/22

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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Appointees
Appointments file
Zoning (file)
L. Lander

Resolution

Number 18-1334

Adopted Date August 28, 2018

CERTIFICATION OF DELINQUENT WATER AND/OR SEWER ACCOUNTS – WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, pursuant to Section 7.05G, Warren County Rules and Regulations, all delinquent water and/or sewer accounts with an unpaid balance may be certified to the property owner's real estate tax record; and

NOW THEREFORE BE IT RESOLVED:

1. To certify the attached list of delinquent water and/or sewer accounts to the property owner's real estate tax record. A copy of which is attached hereto and made a part hereof.
2. That the Clerk of this Board is hereby directed to forward a copy of this Resolution to the Warren County Auditor.

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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (certified)
Water/Sewer (file)

Resolution

Number 18-1335

Adopted Date August 28, 2018

DECLARE VARIOUS ITEMS WITHIN AUDITOR, BOARD OF DEVELOPMENTAL DISABILITIES, BUILDING AND ZONING, COUNTY COURT, DOMESTIC RELATIONS, DRUG TASK FORCE, FACILITIES MANAGEMENT, JUVENILE, RECORDER'S OFFICE, SHERIFF'S OFFICE, AND TELECOM, AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS

BE IT RESOLVED, to authorize disposal of various items from Auditor, Board of Developmental Disabilities, Building and Zoning, County Court, Domestic Relations, Drug Task Force, Facilities Management, Juvenile, Recorder's Office, Sheriff's Office, and Telecom, 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. Grossmann. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/jm

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

430 South East Street
513-695-1463

Michael D. Shadoan
Director

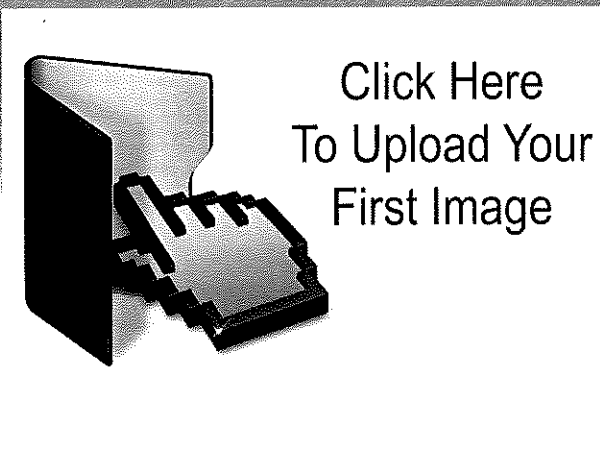
GovDeals Item Inspection Form

Auditor _____

Date: May 17, 2018

004

4 DRAW BLACK FILINF CABINET



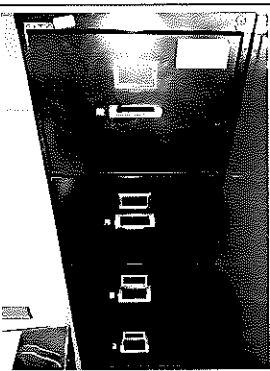
Select Item Type		Lot of Multiple Items		
Qty	Brand	Model	Working Condition Y/N	Description
1			Y	4 DRAW BLACK FILING CABINET

Additional Comments

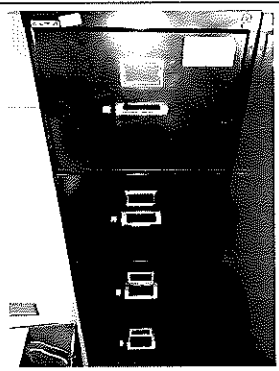
REAL ESTATE FUND



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: CHAD WHITMORE

Title: DEPUTY AUDITOR

Phone Number 5136952430

Location of Item: 3RD FLOOR STORAGE

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

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals BDD18004

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Board of DD

Date Jul 30, 2018

004

Ford E450 Transit Bus seats 16 plus 2-6 wheelchairs(#24)



Select Item Type

Vin # Title restriction?
 Yes No

Odometer Reading 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 Severe dents, Dings
 Scratches or Rust

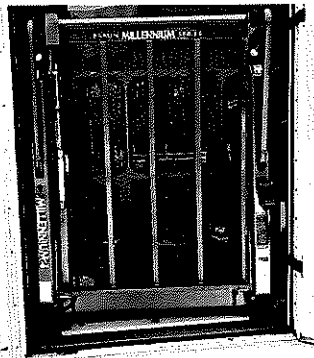
Interior Cloth Leather Other Interior Condition?
 Good Fair Poor

Additional Comments

2010 Ford E450 Transit. Very low miles, excellent overall condition, virtually rust free. Seats up to 16 + driver and 2-6 wheelchairs. 6.8 litre gas engine, automatic transmission, hydraulic brakes, front and rear air conditioning and heat, heated/remote controlled mirrors, mor/ryde suspension, Q-strait wheelchair tie downs included, excellent tire tread, lighted and heated steps, Braun Millenium 2 wheel chair lift, Q-strait wheelchair tie downs included. See complete set of pictures at: <https://imgur.com/a/CfM2Pdq>



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Pete Mason

Title: Operations Director

Phone Number 513-518-1848

Location of Item: 125 West Forest Avenue, South Lebanon, Ohio 45065

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

Warren County Facilities Management

GovDeals #

BDD18006

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Board of DD

Date:

Jul 30, 2018

006

Ford E450 Transit Bus seats 16 plus 2-6 wheelchairs(#31)



Select Item Type

Vehicle

Vin #

1FDFE4FS3ADA65751

Title restriction?
 Yes No

Odometer Reading

88,100

Yes

Accurate?
 No Unknown

Year

2010

Make

FORD

Model

E450

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

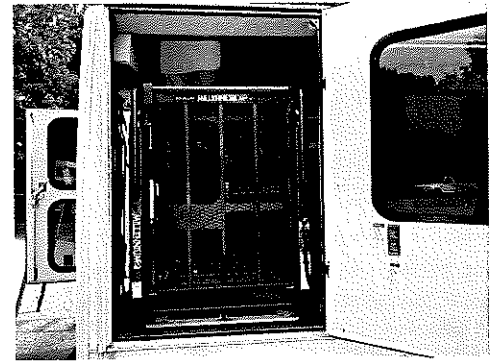
2010 Ford E450 Transit. Very low miles, excellent overall condition, virtually rust free. Seats up to 16 + driver and 2-6 wheelchairs. 6.8 litre gas engine, automatic transmission, hydraulic brakes, front and rear air conditioning and heat, heated/remote controlled mirrors, mor/ryde suspension, Q-strait wheelchair tie downs included, excellent tire tread, lighted and heated steps, Braun Millenium 2 wheel chair lift, Q-strait wheelchair tie downs included. See complete set of pictures at: <https://imgur.com/a/M93A0nT>



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Pete Mason

Title: Operations Director

Phone Number 513-518-1848

Location of Item: 125 West Forest Avenue, South Lebanon, Ohio 45065

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

Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

GovDeals #

BDD18023

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Board of DD

Date:

Jul 31, 2018

023

Ford E350 15 Passenger Van (#19)



Select Item Type

Vehicle

Vin #

1FBNE31LX7DA75068

Title restriction?

Yes No

Odometer Reading

114,750

Yes

Accurate?

No Unknown

Year

2007

Make

FORD

Model

E350

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

2007 Ford E350 15 passenger van. 5.4 liter gas engine, NEW automatic transmission, virtually rust free. Front and rear air conditioning and heat, power windows, cruise, AM/FM radio. Interior in very poor condition, tires OK. See complete set of pictures at: <https://imgur.com/a/55sxTHM>



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Pete Mason

Title: Operations Director

Phone Number 513-518-1848

Location of Item: 125 West Forest Avenue, South Lebanon, Ohio 45065

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

BDD18024

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

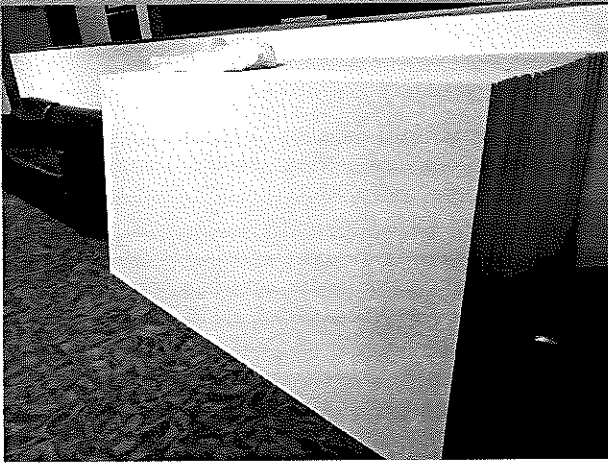
Board of DD

Date

Jul 31, 2018

024

4' x 8' Cloth covered sound panels



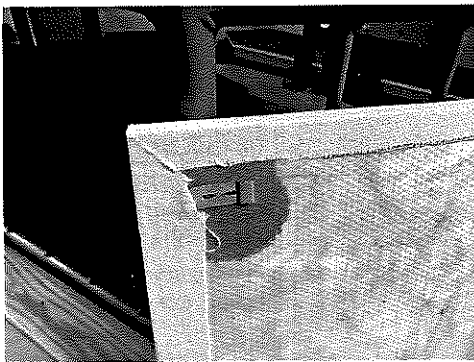
Select Item Type

Lot of Multiple Items

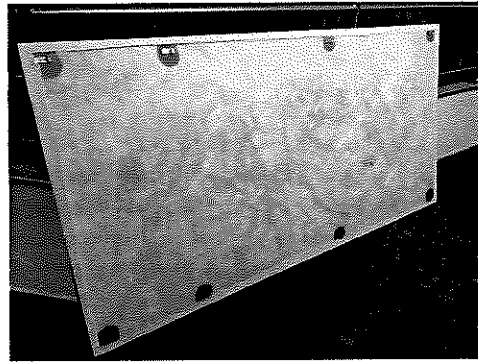
Qty	Brand	Model	Working Condition Y/N	Description
35		Beige	y	Cloth covered sound panels 4' x 8' x 1.5"

Additional Comments

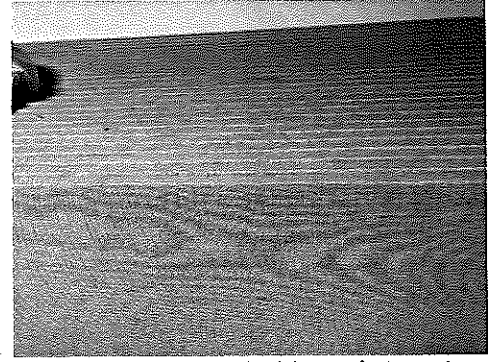
4' x 8' x 1.5" sound absorbing panels for gymnasiums auditoriums or any room where you need to minimize sound reflection. Comes with brackets for mounting on walls. Made from compressed fiberglass and covered in beige canvass like cloth.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Pete Mason

Title: Operations Director

Phone Number 513-518-1848

Location of Item: 801 Drake Road, Lebanon, Ohio 45065

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

B&Z18004

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Building & Zoning

Date

Jul 23, 2018

004

Binding system, plastic combs, smart label printer, etc

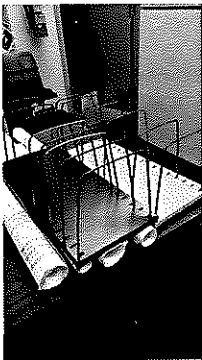
Select Item Type

Lot of Multiple Items

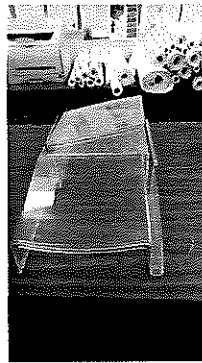


Qty	Brand	Model	Working Condition Y/N	Description
8			yes	phone holders
5			yes	wire organizers
1	SII	450	yes	smart label printer
1			yes	binding system
11			yes	1 inch plastic combs

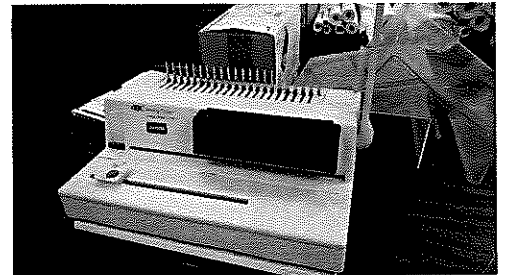
Additional Comments



(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 695-1295

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

GovDeals

CCT18003

Michael D. Shadoan
Director

GovDeals Item Inspection Form

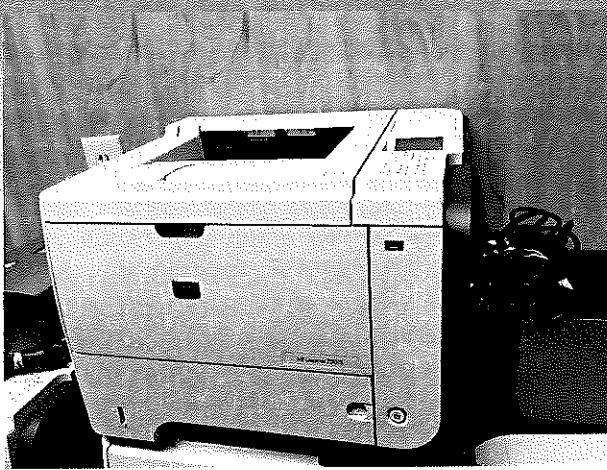
County Court

Date:

Jul 24, 2018

003

(HP LAZERJET PRINTER P3015)

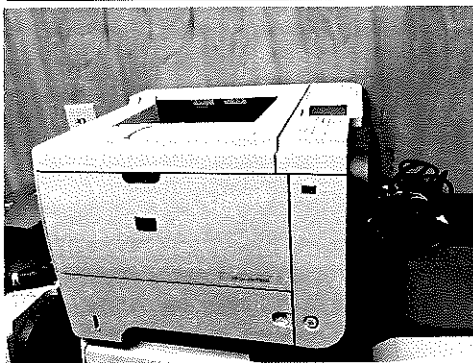


Select Item Type

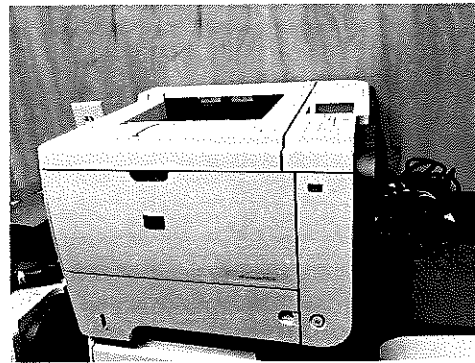
Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	HP	CE526A	Y	HP LAZER JET
1	HP	CE526A	Y	HP LAZER JET
1	HP	CE526A	Y	HP LAZER JET

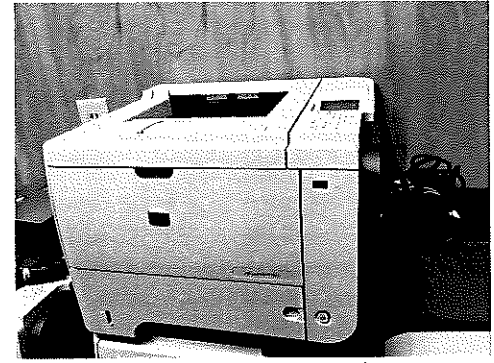
Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: CONNIE VANHOOK

Title: CHIEF DEPUTY CLERK

Phone Number 513-695-2465

Location of Item: WARREN COUNTY COURT 822 MEMORIAL DRIVE LEBANON OHIO 45036

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

Warren County Facilities Management

CCT18004

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

County Court

Date:

Jul 27, 2018

004

(OFFICE ITEMS)



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	RAPID PRINT	ARL-E	N	RAPID PRINT FILE STAMP
1	CANNON	FP354195	y	CANNON IMAGE FORMULA DR-C125 ENERGY STAR SCANNER
1	FIRST DATA	SADP-85KB	Y	FIRST DATA FD 100 CREDIT CARD MACHINE
1	UNKNOWN	UNKNOWN	N	WALL PHONE

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: CONNIE VANHOOK

Title: CHIEF DEPUTY CLERK

Phone Number 513-695-2465

Location of Item: WARREN COUNTY COURT ,822 MEMORIAL DRIVE LEBANON, OHIO 45036

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

Warren County Facilities Management

GovDeals

DOM18009

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Common Pleas Court - Domestic Relations

Date:

Jul 31, 2018

009

Furniture

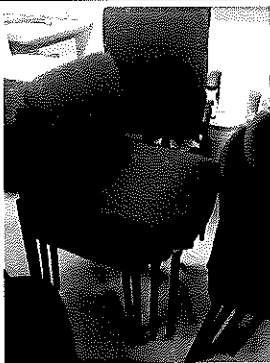


Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
2			Y	Chairs
8			Y	Chairs

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item: Storage near lobby.

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

Warren County Facilities Management

GovDeals #

DTF18112

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

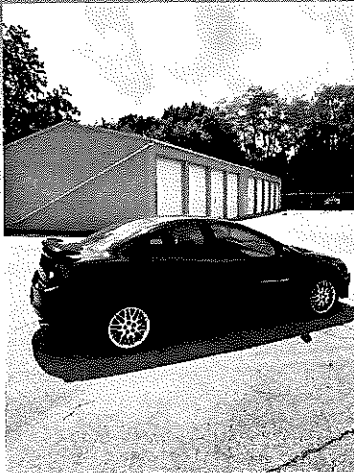
Drug Task Force

Date:

Jul 30, 2018

112

2001 DODGE NEON



Select Item Type

Vehicle

Vin #

1B3ES46F31D214401

Title restriction?

Yes No

Odometer Reading

82245

Yes

Accurate?

No Unknown

Year

2001

Make

DODGE

Model

NEON

Does it Start?

Yes No With Boost

Does it run?

Yes No

Color

BLUE

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

2001 DODGE NEON. 2.0L 4 CYLINDER. MANUAL TRANSMISSION. FRONT WHEEL DRIVE. A/C, CRUISE CONTROL, TILT STEERING, REMOTE MIRRORS, POWER STEERING, POWER WINDOWS, POWER LOCKS. NEEDS TRANSMISSION OR CLUTCH. GRINDING GOING INTO GEARS.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Nicki Bishop

Title: WCSO - Fiscal

Phone Number x1285

Location of Item: 1433 WEST MAIN STREET LEBANON OHIO 45036

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

Warren County Facilities Management

GovDeals #

FAC18046

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Facilities Management

Date

Aug 9, 2018

046

Roof Top Unit



Select Item Type

Single Item

Category HVAC Equipment

Brand

THE TRANE COMPANY

Model #

TCD420AE0F2A7F0400C00000J0022

Serial #

C00H24285

Date Removed From Service

7/19/18

Did Item Work When Removed?

Yes

No

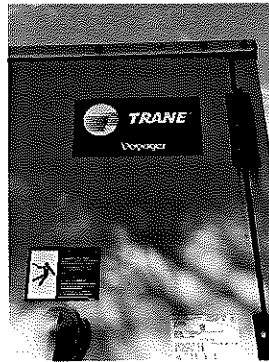
Unknown

Additional Comments

THE UNIT WAS IN SURVICE FOR AT LEAST 20 YEARS. THE COILS OF THE UNIT WENT BAD AND IT LEAKS REFRIGERANT.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Sam Roberts

Title: Associate Architect

Phone Number 513-695-1463

Location of Item: Facilities Management, 430 Justice Drive, Lebanon, Ohio 45036

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

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals #

FAC18047

Michael D. Shadoan
Director

GovDeals Item Inspection Form

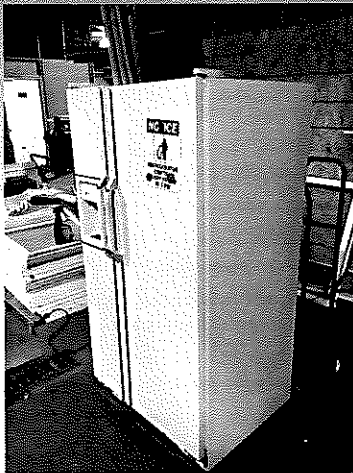
Facilities Management

Date:

Aug 9, 2018

047

Refrigerator



Select Item Type

Single Item

Category

Cafeteria and Kitchen Equipment

Brand

General Electric

Model #

Serial #

Date Removed From Service

8/2/18

Did Item Work When Removed?

Yes

No

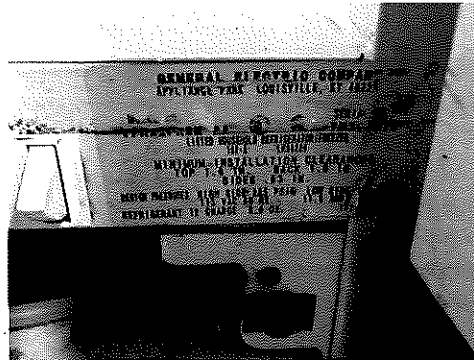
Unknown

Additional Comments

The refrigerator was working when decommissioned but it leaks water.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Sam Roberts

Title: Associate Architect

Phone Number 513-695-1463

Location of Item: Facilities Management, 430 Justice Drive, Lebanon, Ohio 45

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

Warren County Facilities Management

GovDeals #

FAC18048

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Facilities Management

Date

Aug 13, 2018

048

Ice Machine



Select Item Type

Single Item

Category

Cafeteria and Kitchen Equipment

Brand

Hoshizaki America Inc.

Model #

KML-600MWH

Serial #

S10932A

Date Removed From Service

4/10/18

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

Ice machine was not working when it was removed from service. Unknown cause for machine to stop working.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Sam Roberts

Title: Associate Architect

Phone Number 513-695-1463

Location of Item: Facilities Management, 430 Justice Drive, Lebanon, Ohio 45036

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

Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

GovDeals #

FAC18049

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Facilities Management

Date:

Aug 13, 2018

049

Ice Machine



Select Item Type

Single Item

Category

Cafeteria and Kitchen Equipment

Brand

Hoshizaki Electric Co.

Model #

AM-150BAF

Serial #

N10390D

Date Removed From Service

7/19/18

Did Item Work When Removed?

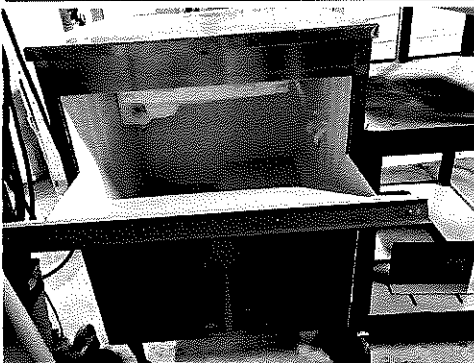
Yes

No

Unknown

Additional Comments

The ice maker was removed because it was not working. Unknown for cause for ice maker to stop working.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name:

Title:

Phone Number

Location of Item:

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

Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

FAC18050

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

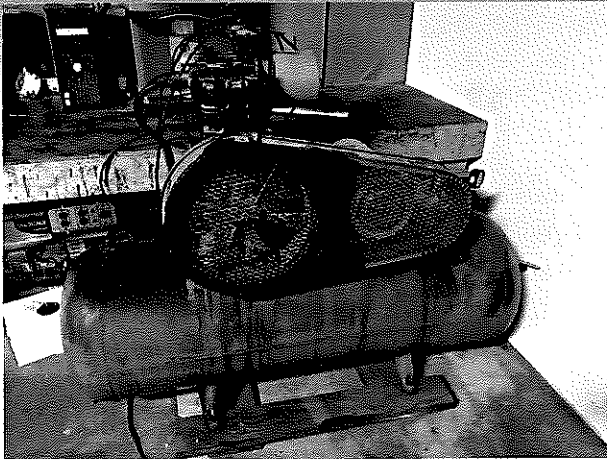
Facilities Management

Date:

Aug 13, 2018

050

Air Compressor



Select Item Type

Single Item

Category

Compressors

Brand

Model #

225 13

Serial #

776259 L

Date Removed From Service

5/15/18

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

Compressor is still in working condition before it was replaced. The compressor was replaced due to its age.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Sam Roberts

Title: Associate Architect

Phone Number 513-695-1463

Location of Item: Facilities Management, 430 Justice Drive, Lebanon, Ohio 45036

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

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

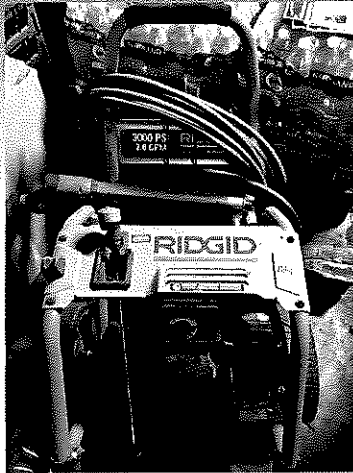
Facilities Management

Date:

Aug 13, 2018

051

Pressure Washer



Select Item Type

Single Item

Category

Tools, All Types

Brand

Ridgid

Model #

RD80704

Serial #

AP0611307

Date Removed From Service

7/12/18

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

The power washer works but the pressure is low.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Sam Roberts

Title: Associate Architect

Phone Number 513-695-1463

Location of Item: Facilities Management, 430 Justice Drive, Lebanon, Ohio 45036

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

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Facilities Management

Date:

Aug 13, 2018

052

Ice Machine



Select Item Type

Single Item

Category

Cafeteria and Kitchen Equipment

Brand

Scotsman

Model #

SCE170A-1B

Serial #

590108-12D

Date Removed From Service

5/24/18

Did Item Work When Removed?

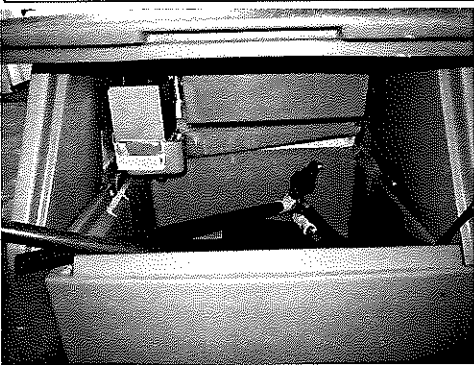
Yes

No

Unknown

Additional Comments

The ice machine condition is on known. Was remove because it was not working.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Sam Roberts

Title: Associate Architect

Phone Number 513-695-1463

Location of Item: Facilities Management, 430 Justice Drive, Lebanon, Ohio 45036

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

Warren County Facilities Management

FAC18053

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Facilities Management

Date:

Aug 14, 2018

053

Lot of Chairs



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
7	Varies		Y	Varies types of chairs.

Additional Comments

The chairs condition varies from good to fair. Color range from black, gray, red and green. Few chairs are portable from wheels on the legs.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Sam Roberts

Title: Associate Architect

Phone Number 513-695-1463

Location of Item: 500 Justice Drive, Lebanon, Ohio 45036, storage behind sheriff's

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

Warren County Facilities Management

GovDeals

FAC18054

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

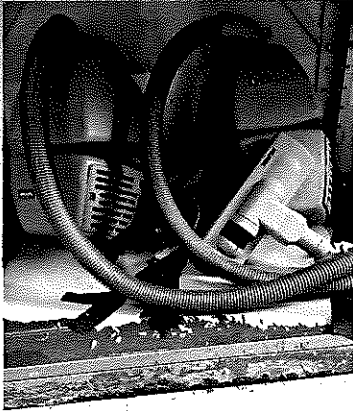
Facilities Management

Date:

Aug 15, 2018

054

Lot of Backpack Vacuums and Supplies



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
2	Nilfisk-Advan.		Unknown	Back Vacuum HEPA
1	Misc.		Yes	Box of miscellaneous parts and vacuum bags

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Sam Roberts

Title: Associate Architect

Phone Number 513-695-1463

Location of Item: 3rd floor Admin., 406 Justice Drive, Lebanon, Ohio 45036

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

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals #

FAC18055

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Facilities Management

Date:

Aug 15, 2018

055

Lot of Vacuums and Supplies



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
11	Eureka	SC 887	Unknown	Sanitaire EZ Klean Commercial vacuums
1	Hoover	F5912-900	Unknown	Steam vac spin scrub
1	Tennant Co.	V-SMU-14	Unknown	True-Hepa
1	Hepa	CMP'S-QD	Unknown	vacuum
1	Shark	S3801 N2 11	Unknown	Steam Mop
19	Multiple		Unknown	Brighton Professional and Purell wall mounted soap dispensers, some are new and used.
4	Purell		Unknown	Hand Sanitizer dispensers
3			YES	Portable mop buckets and wringer combo with side press and down press.

Additional Comments

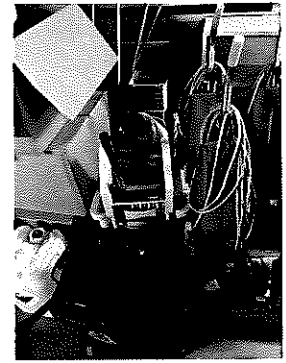
Multiple vacuum



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Sam Roberts

Title: Associate Architect

Phone Number 513-695-1463

Location of Item: Facilities Management, 320 East Silver Street, Lebanon, Ohio 45036

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

Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

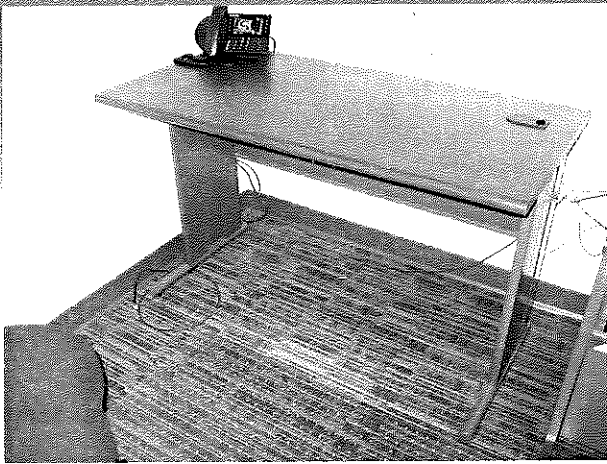
Juvenile

Date:

May 1, 2018

008

(2) Desks and (2) Chairs



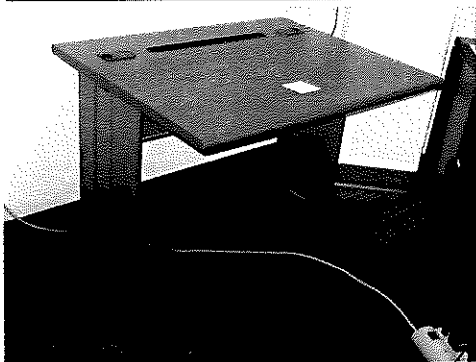
Select Item Type

Lot of Multiple Items

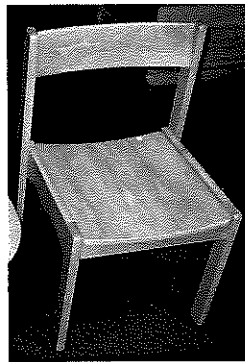
Qty	Brand	Model	Working Condition Y/N	Description
1			Y	Desk: 48" X 24" X 29-1/2"
1			Y	Desk: 36" X 29-1/2" X 29-1/2"
2			Y	Wooden Chairs

Additional Comments

Furniture is used and shows some signs of wear but appears to be in good condition. Desks and chairs only.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

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

Warren County Facilities Management

GovDeals #

REC18001

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Recorder

Date:

07/30/18

001

3 CASH DRAWERS WITH LOCKING KEYS



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
3	cashprt01		Y	3 cash drawers, previously operated with old software. Used as stand alone also.

Additional Comments

locking heavy duty cash drawers. Previously worked as a PC add on, but has the same abilities as a stand alone.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: LINDA ODA

Title: RECORDER

Phone Number 513-695-2632

Location of Item: RECORDER'S OFFICE

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

Warren County Facilities Management

GovDeals # SHF18031

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Sheriff _____ Date: Oct 11, 2017 _____ 031

HP Printers



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	HP	M553	N	HP LaserJet M553
1	HP	M553	N	HP Color LaserJet M553

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

GovDeals #

SHF18103

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Sheriff

Date:

Jul 9, 2018

103

(Enter Item Description Here)



Select Item Type

Single Item

Category

Medical/Dental Equipment

Brand

Philips Medical Systems

Model #

Heart Start FR2+

Serial #

Date Removed From Service

7/9/18

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

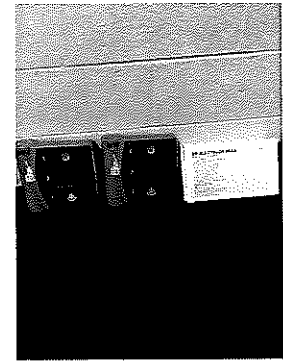
Two Automated External Defibrillator (A.E.D.) by Phillips Medical Systems. Still in good working condition. Also includes 1 box of electrode pads 8 sets



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nicki Bishop

Title: WCSO - Fiscal

Phone Number x1285

Location of Item: WCSO

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

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Sheriff

Date:

Jul 9, 2018

104

Adult Size CPR Mannequins



Select Item Type

Single Item

Category

Medical/Dental Equipment

Brand

CPR Prompt

Model #

Serial #

Date Removed From Service

7/9/18

Did Item Work When Removed?

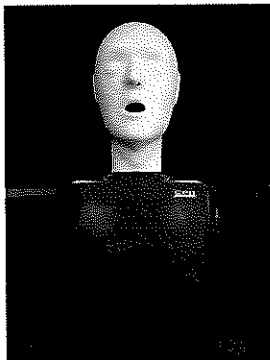
Yes

No

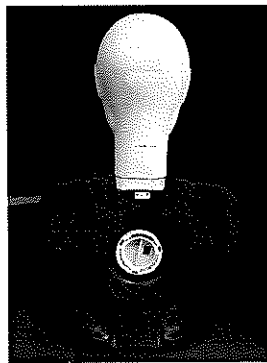
Unknown

Additional Comments

5 Adult size CPR training mannequins. Still in good working condition. Carry bag included.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nicki Bishop

Title: WCSO-Fiscal

Phone Number X1285

Location of Item: WCSO

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

Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

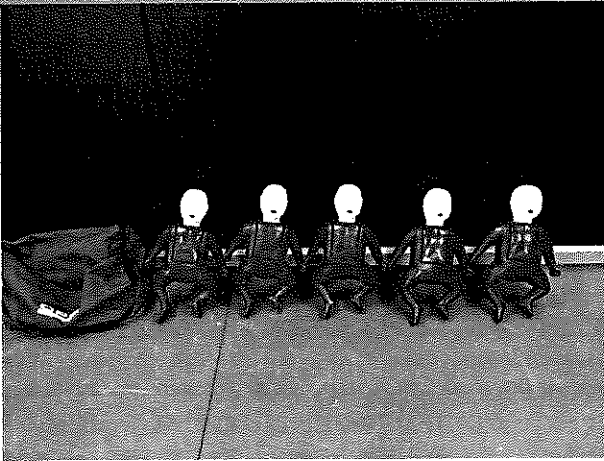
Sheriff

Date:

Jul 9, 2018

105

Infant CPR Mannequins



Select Item Type

Single Item

Category

Medical/Dental Equipment

Brand

CPR Prompt

Model #

Serial #

Date Removed From Service

7/9/18

Did Item Work When Removed?

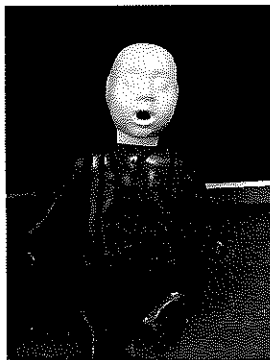
Yes

No

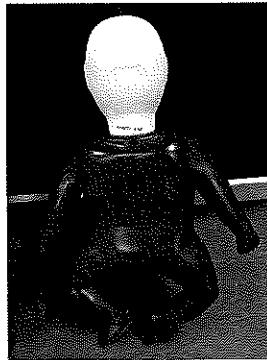
Unknown

Additional Comments

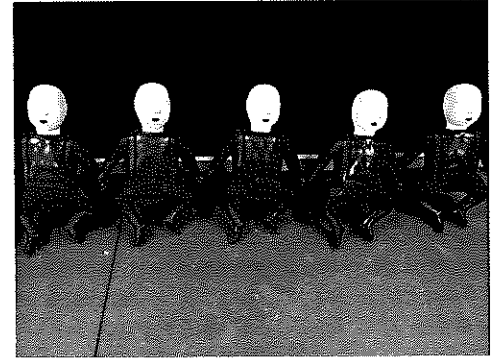
5 Infant size CPR training mannequins. Still in good working condition. Carry bag included.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nicki Bishop

Title: WCSO-Fiscal

Phone Number x 1285

Location of Item: WCSO

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

Warren County Facilities Management

GovDeals

TEL18008

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Telecommunications

Date Jul 11, 2018

008

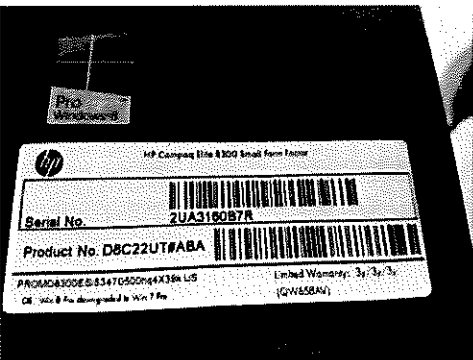
HP 8300 and DC7700



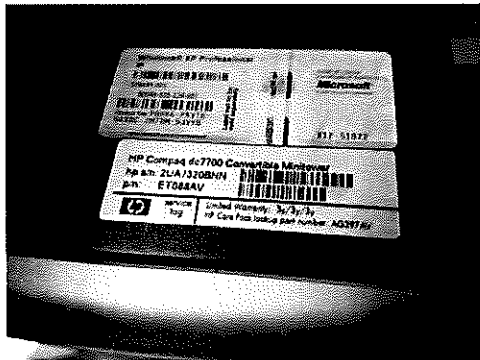
Select Item Type Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	HP	HP 8300	UNK	2UA3160B7R 1 GB PC2 Ram
1	HP	DC7700	UNK	2UA7320BNN No Ram

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, Telecom, 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.

Resolution

Number 18-1336

Adopted Date August 28, 2018

APPROVE EMERGENCY REPAIR TO THE VALVE ON CLARIFIER #4 AT LOWER LITTLE MIAMI WASTEWATER TREATMENT FACILITY

WHEREAS, maintenance personnel discovered the shaft gearing on the valve which controls the flow of waste sludge from clarifier #4 is no longer functioning; and

WHEREAS, it is imperative to replace the existing shaft gearing to allow operations of the valve to control flows necessary for sewer treatment processes;

NOW THEREFORE BE IT RESOLVED, to declare an emergency and approve Purchase Order No. 25114 to Rawdon Myers, Inc in the amount of \$1,250.00 for the estimated costs of the shaft gearing for the valve on Clarifier #4.

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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jb

cc: Auditor X
Water/Sewer (File)

Resolution

Number 18-1337

Adopted Date August 28, 2018

ADVERTISE FOR BIDS FOR THE WAYNESVILLE COLLECTION SYSTEM IMPROVEMENTS PROJECT, PHASE 1

BE IT RESOLVED, to advertise for bids for the Waynesville Collection System Improvements Project, Phase 1 for the Warren County Water and Sewer Department; and

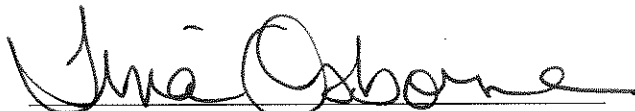
BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet Web Site, beginning the week of September 9, 2018; bid opening to be October 4, 2018 @ 11:00 a.m.

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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KH\

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 18-1338

Adopted Date August 28, 2018

APPROVE NOTICE OF INTENT TO AWARD BID TO WM. KRAMER & SON INC. FOR LOWER LITTLE MIAMI WWTP ROOF REPLACEMENTS PROJECT

WHEREAS, bids were closed at 11:00 a.m., on August 16, 2018, and the bids received were opened and read aloud for the Lower Little Miami WWTP Roof Replacements Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Chris Brausch, Wm. Kramer & Son Inc. has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, that it is the intent of this Board to award the contract to Wm Kramer & Son Inc., 9171 Harrison Pike, Unit 12, Cleves, Ohio for a total bid price of \$108,530.00; and

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

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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KH\

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 18-1339

Adopted Date August 28, 2018

ENTER INTO CONTRACT WITH DIAMOND CORING COMPANY, INC. FOR THE WARREN COUNTY AIRPORT RUNWAY PAVEMENT GROOVING PROJECT

WHEREAS, pursuant to Resolution #18-1225, adopted August 7, 2018, this Board approved a Notice of Intent to Award Contract for the Warren County Airport Runway Pavement Grooving Project to Diamond Coring Company, Inc., for a total bid price of \$86,405.84; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Diamond Coring Company, Inc., 11800 South Ewing Avenue, Chicago, IL 60617, for said project, for a total contract price of \$86,405.84; as attached hereto and made a part hereof.

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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

Tz/

cc: c/a—Diamond Coring Company, Inc.
T Zindel
Jeff Kramer, Stantec
Al Wolfson, WC Airport (file)
OMB Bid file

AGREEMENT

This Agreement, made and entered into this 28 day of August, 2018, by and between the Board of Commissioners of the Warren County, 406 Justice Drive, Lebanon, Ohio 45036, acting by and through its President, pursuant to Motion passed by at least a majority vote of its members on 8/28/18, hereinafter designated the OWNER, and Diamond Coring Company, Inc., located at 11800 South Ewing Avenue, Chicago, Illinois 60617, hereinafter designated the CONTRACTOR, acting through its General Manager pursuant to an authorizing corporate resolution.
(title)

WITNESSETH:

That the parties to these presents, each in consideration of the undertakings, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed and do hereby undertake, promise and agree, the OWNER and its successors and assigns, and the CONTRACTOR for itself and its, successors and assigns, as follows:

The CONTRACTOR, in consideration of payment at the unit prices submitted in their Proposal dated Tuesday July 24, 2018 (the total of which is estimated to be \$86,406.69), to be paid by OWNER to CONTRACTOR, shall and will at its own cost and expense furnish all the labor, materials, tools and equipment to complete the items of work required for the following project: 2018 Improvements To Warren County Airport - John Lane Field (Runway Pavement Grooving), in accordance with the Plans and with the Specifications and Contract Documents dated June 2018 prepared by Stantec Consulting Services Inc. (attached to and included as part of this Agreement). Final payment will be determined by the sum of the unit prices multiplied by the actual approved number of units for each item of work stipulated, and may be more or less than the total amount estimated above.

If the CONTRACTOR shall fail to comply with any of the terms, conditions, provisions or stipulations of this Agreement, according to the true intent and meaning thereof, then the OWNER may avail itself of any or all remedies provided in its behalf in the Agreement and shall have the right and power to proceed in accordance with the provisions thereof. Work shall be completed in accordance with:


1. Materials purchased for use or consumption in connection with the proposed work may be exempt from the State of Ohio Sales Tax as provided for in Section 5739.02 of the Ohio Revised Code and also from the State of Ohio Use Tax, Section 5741.02. Purchases by CONTRACTOR, of expendable items such as form lumber, tools, oils, greases, fuel, or equipment rentals may be subject to the application of the Ohio Sales and Use Taxes. CONTRACTOR shall complete an updated IRS W-9 matching records on file with IRS.
2. CONTRACTOR hereby agrees to hold the OWNER free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of CONTRACTOR, its subcontractors, agents or employees.
3. CONTRACTOR agrees to pay each subcontractor under this prime Agreement for satisfactory performance of its Agreement no later than fourteen (14) days from the receipt of payment from OWNER for the work completed by the subcontractor. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of OWNER.
4. CONTRACTOR certifies that they have not been disbarred or otherwise prohibited by any federal, state or local governmental agency, authority or contracting party from entering into an Agreement for, or performing work on, the Project.
5. CONTRACTOR is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior. Should CONTRACTOR encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, they shall immediately cease operations in that location and notify the OWNER. OWNER will immediately investigate contractor's

finding and OWNER will direct CONTRACTOR to either resume their operations or to suspend operations as directed. Should OWNER order suspension of CONTRACTOR'S operations in order to protect an archaeological or historical finding, or order CONTRACTOR to perform extra work, such shall be covered by an appropriate Agreement modification. If appropriate, the Agreement modification shall include an extension of the time for performance in this Agreement.

6. Changes in the Scope of Work, except deletions of Work to be performed, may only be accomplished by a written change order/amendment signed by both OWNER and CONTRACTOR that will set forth the adjustment in price which will result from the amendment. There will be no oral amendments or understandings binding on either party, nor will either party be liable for breach for failure to abide by an oral amendment/change order alleged to exist.
7. For and during the term of this Agreement, CONTRACTOR shall maintain liability insurance in the amount specified in the Contract Documents.
8. This Agreement will be binding on and shall inure to the benefit of the successors and assigns of the parties hereto. This Agreement contains all of the terms, conditions, and representations between the parties hereto unless otherwise specifically set forth herein. This Agreement shall not be amended or supplemented except as may be done in writing and signed by the parties hereto.
9. This Agreement shall be governed by the laws of the State of Ohio. All claims, counterclaims, disputes, interpretations, and other matters in question between OWNER, its agents and employees, and CONTRACTOR arising out of or relating to this Agreement or its breach shall exclusively be the Warren County, Ohio Court of Common Pleas, and CONTRACTOR waives the right to remove or initiate any action in any federal court.
10. The remedies reserved in this Agreement are cumulative and in addition to any remedies provided for in law or equity. No waiver of the breach of any term of this Agreement on any occasion will constitute a waiver of any other provision, any future breach of the same provision, nor constitute a course of dealing contrary to the terms of this Agreement.
11. All notices and other communications required or authorized must be given either in writing or by personal delivery or by registered mail addressed to the respective party at the address indicated at the beginning of this agreement.
12. The Contractor understands and agrees that time is of the essence for completion of the Project and that the Owner will suffer additional expense and financial loss if said Project is not completed within the agreed upon Contract Time. Furthermore, the Contractor and Owner recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such documentation of loss, the Contractor expressly agrees to pay the Owner as liquidated damages the non-penal sum of \$1,200 per day for each calendar day in excess of the authorized Contract Time that work remains incomplete. In addition, the Contractor understands and agrees that:
 - a. the Owner has the right to deduct from any moneys due the Contractor the amount of said liquidated damages; and
 - b. the Owner has the right to recover the amount of said liquidated damages from the Contractor, Surety, or both.

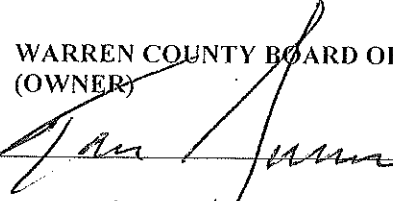
IN WITNESS WHEREOF, the parties to this Agreement have hereto set their hand and seals and have executed this Agreement, in quadruplicate, the day and year stated below.

Attest:



Laura Lander

WARREN COUNTY BOARD OF COMMISSIONERS
(OWNER)

By: 

Name: Tom Grossmann

Title: President


Date: 8/28/18

By: _____

Name: _____

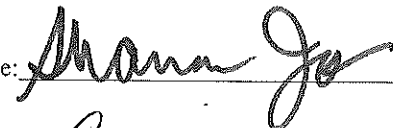
Title: _____

Date: _____



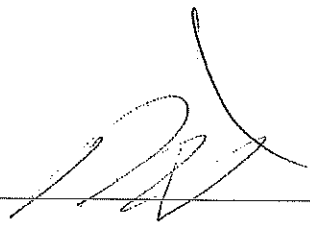
Laura Lander

By: Shannon Jones

Name: 

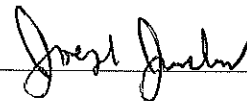
Title: Commissioner

Date: 8/28/18



MaryAnn Pizana

DIAMOND CORING COMPANY, INC. (CONTRACTOR)

By: 

Name: Joseph Juchas

Title: General Manager

Date: 8/10/18

Resolution

Number 18-1340

Adopted Date August 28, 2018

ENTER INTO CONTRACT WITH RA MILLER CONSTRUCTION FOR THE FY18 CITY OF FRANKLIN – FRANKLIN WOODS CURB AND GUTTER CDBG PROJECT

WHEREAS, pursuant to Resolution #18-1273, adopted August 14, 2018, this Board approved a Notice of Intent to Award Bid for the FY18 City of Franklin – Franklin Woods Curb and Gutter CDBG Project to RA Miller Construction, for a total bid price of \$179,999.00; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with RA Miller Inc., 4148 Augspurger Road, Hamilton, Ohio, for a total bid price of \$179,999.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KH\

cc: c/a— RA Miller Inc.
OGA (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 28 day of August, 201~~6~~⁸, by and between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and R.A. Miller Construction Co., Inc, doing business as a corporation, hereinafter called "Contractor".

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

"CDBG FY2018 Franklin Woods Curb & Gutter Project"

hereinafter called the project, for the sum of One hundred seventy nine thousand nine hundred ninety nine⁰⁰/₁₀₀ Dollars (\$179,999.00) and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and at his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the specifications and Contract Documents. "Contract Documents" means and includes the following:

- A. Invitation to Bid
- B. Instructions to Bidders
- C. General Contract Conditions
- D. Technical Specifications
- E. Proposal Forms
 - Affidavit of Non-Delinquency of Personal Property Taxes
 - Bid Guarantee and Contract Bond
 - Non-collusion Affidavit
- F. Contract Forms
 - Notice of Award and Acceptance
 - Notice to Proceed and Acceptance
 - Change Order
- G. Conflict of Interest
 - Special Conditions Pertaining to Hazards Safety
 - Standards and Accident Prevention
 - Special Equal Opportunity Provisions (Section 3 Compliance)
 - Certifications of Compliance with Air and Water Acts
 - Architects Certification of Compliance with Minimum Standards for Accessibility by the Physically Handicapped
 - Designers Certification of Compliance with Minimum Standards or Accessibility by the Physically Handicapped
- H. Federal Labor Standards
 - Prevailing Wage Rates

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

Upon completion of said project, the CONTRACTOR shall submit an invoice to the OWNER. Upon approval by the Project Engineer, the submittal of a contractor's affidavit, and all prevailing wage reports, the OWNER shall make payment to the CONTRACTOR.

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

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

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

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

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


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

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

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

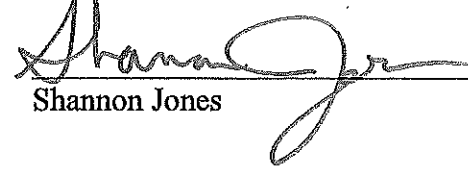
(Seal)

WARREN COUNTY BOARD OF COMMISSIONERS

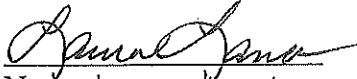


Tom Grossmann

ATTEST:



Shannon Jones




Name Laura Lander

David G. Young

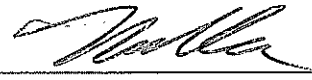
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CONTRACTOR

ATTEST:



Name

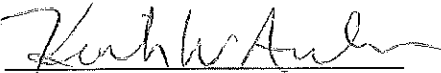


Name

Vice Pres

Title

APPROVED AS TO FORM:



Keith Anderson
Assistant County Prosecutor

Resolution

Number 18-1341

Adopted Date August 28, 2018

APPROVE AND ENTER INTO A LEASE AGREEMENT WITH THE WARREN COUNTY
COMBINED HEALTH DISTRICT

BE IT RESOLVED, to approve and authorize the President of the Board to execute a lease agreement with the Warren County Combined Health District; agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Warren County Combined Health District
Health Dept (file)
S. Spencer

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and effective on the 28 day of ^{August}~~June~~ 2018, by and between the Board of County Commissioners, Warren County, Ohio (the "County") and Warren County Combined Health District ("Tenant").

The County is the owner of land and improvements commonly known and numbered as 416 South East Street, Lebanon, Ohio 45036. The County makes available for lease a portion of the building and appurtenances designated as The Warren County Combined Health District Offices consisting of 13,243 square feet of office space on the first floor and basement level, plus certain common areas including but not limited to hallways and parking.

The County desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from the County for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term

A. The County hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from the County, for an "Initial Term" beginning January 1, 2018 and ending December 31, 2020. The Tenant currently occupies the premises.

B. Either party may terminate this Lease upon giving ninety (90) days' notice to the other party in accordance with paragraph 16 herein.

2. Rental

A. Effective as of January 1, 2018, Tenant shall pay to the County for base rent during the initial Term, \$8.00 per square foot x 13,243 square feet for office space at the annual rate of \$105,944.00 per year and \$4.00 per square feet x 6,416 square feet of common area for the sum of \$25,664.00 per year for January 1, 2018 through December 31, 2018. The aggregate base rent in year 2018 to be paid by Tenant to the County shall be \$131,608.00.

Thereafter, effective January 1, 2019, Tenant shall pay the following rental rate for office space plus its proportionate share of common area (being 37% of the common area) for 2019 and 2020:

2019 \$8.16 per square foot x 13,243 sq ft = \$108,062.88
 \$4.08 per square foot x 6,416 sq ft = \$26,177.28
 Total Aggregate rent in 2019 = \$134,240.16

2020 \$8.32 per square foot x 13,243 sq ft = \$110,181.76
 \$4.16 per square foot x 6,416 sq ft = \$26,690.56
 Total Aggregate rent in 2020 = \$136,872.32

B. Payment shall be made during the lease term to the County at 406 Justice Drive, Lebanon, Ohio 45036 or at such other place designated by written notice from the County to the Tenant. Semi-annual payments of 50% will be made no later than 30 days following each distribution by the County Auditor to the Tenant of Tenant's tax levy revenue each year.

3. Use

A. Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

B. Except as set forth above, Tenant shall be permitted to store and use medicines and vaccines as needed for medical use and also to store and use chemicals for inspections and cleaning.

4. Sublease and Assignment.

A. Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without the County's consent.

5. Care and Repairs.

A. During the Lease term, the County shall make, at the County's expense and in a timely fashion, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, including major mechanical systems and the roof, subject to the obligations of the parties otherwise set forth in this Lease. Tenant shall have an affirmative duty to notify the County when such repairs are not discovered or repaired by the County.

B. The County shall be responsible for and maintain the exterior of the building, including the parking lot, lights, walks, curbs, windows and doors; all exterior and interior plumbing and fixtures; all electrical systems and wires, exclusive of the Tenant's fixtures and appliances; and all heating and air conditioning.

6. Alterations and Improvements.

A. Tenant, at Tenant's expense, shall have the right, following the County's written consent, to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. The County hereby gives its approval to all preexisting additions, improvements and replacements.

B. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by The County. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. Property Taxes.

The property is held by a governmental subdivision and used solely for governmental purposes and therefore is tax exempt. Tenant shall continue to use the Leased Premises only for governmental purposes.

8. Insurance.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. The County shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as the County shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and the County shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by the County, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof.

D. The County shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance with the same principal coverage and duty to defend the County as the policy provides for Tenant, and Tenant shall provide the County with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify the County that a policy is due to expire at least (10) days prior to such expiration. The County shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

9. Utilities.

A. The County shall pay all charges for water, sewer, gas, electricity, trash removal and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by the County and Tenant.

B. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in the County's reasonable opinion, overload the wiring or interfere with electrical services to other tenants. The County shall perform an inspection prior to the execution of the Lease to assure all electrical wiring is in compliance with this Paragraph.

10. Signs.

Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and the County's written consent. The County may refuse consent to any proposed signage that is in The County's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. The County shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. Entry.

The County shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided the County has given the Tenant reasonable notice and shall not thereby unreasonably interfere with Tenant's business on the Leased Premises. The County may enter the premises at any time in an emergency without notice.

12. Parking.

During the term of this Lease, Tenant shall have the non-exclusive use in common with other tenants of the Building, their guests and invitees, and the general public, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by the County. The County reserves the right to designate specific parking areas within the parking area or in reasonable proximity thereto, for Tenant and Tenant's agents and employees.

13. Damage and Destruction.

A. Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to the County to terminate this Lease as of the date of such damage.

B. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, the County shall promptly repair such damage at the cost of the County. In making the repairs called for in this paragraph, the County shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of the County.

C. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

14. Default.

A. If default shall at any time be made by Tenant in the payment of rent when due to the County as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by the County, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by the County without correction thereof then having been commenced and thereafter diligently prosecuted, the County may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, the County may reenter said premises.

B. The County shall have, in addition to the remedy above provided, any other right or remedy available to the County on account of any Tenant default, either in law or equity. The County shall use reasonable efforts to mitigate its damages.

15. Quiet Possession.

The County covenants and warrants that upon performance by Tenant of its obligations hereunder, the County will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

16. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to **The County** to:

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

If to **Tenant** to:

Warren County Combined Health District
Attention: Health Commissioner
416 South East Street
Lebanon, Ohio 45036

The County and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

29. Governing Law.

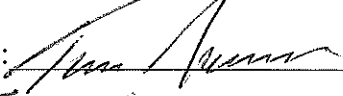
This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Ohio. The parties stipulate that exclusive venue and jurisdiction over all actions relating to the breach, dispute, eviction, enforcement, interpretation, liability, injunctive relief, mandamus or prohibition shall be the Warren County Court of Common Pleas.

IN EXECUTION WHEREOF, the parties have executed this Lease as of the day and year first above written.

30. **Execution by the Parties.**

COUNTY

IN EXECUTION WHEREOF, the BOARD OF COMMISSIONERS, of the Warren County, Ohio, has caused this Agreement to be executed by its President or Vice-President on the date stated below, pursuant to Board Resolution No. 18-1341, dated 8/28/18

SIGNATURE: 

NAME: Tom Grossmann

TITLE: President

DATE: 8/28/18

TENANT

IN EXECUTION WHEREOF, the Warren County Combined Health District has caused this Agreement to be executed by Duane Stansbury, the Health Commissioners, acting as it authorized agent, pursuant to Board Resolution No. 66-2018, dated 08-21-2018

MOTION

SIGNATURE: 


NAME: Duane Stansbury, RS, MPH

TITLE: Health Commissioner

DATE: 8-21-18

Approved as to form:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: 
Adam Nice, Assistant Prosecutor

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

Resolution

Number 18-1342

Adopted Date August 28, 2018

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO A
HOST AGENCY TRAINING AGREEMENT ON BEHALF OF OHIOMEANSJOBS
WARREN COUNTY

BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Host
Agency Training Agreement with the following agency, as attached hereto and made part hereof:

AARP Foundation
5320 E. Main St., Suite 600
Whitehall, OH 43213

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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—OhioMeansJobs Warren County
OhioMeansJobs (file)

Please review the below agreement. At the bottom you will have the opportunity to electronically sign and submit your renewal. If you have any questions please contact your local SCSEP Project Site Office.

HOST AGENCY AGREEMENT

Host Agency: Ohio Means Jobs Warren County FEIN:
 Address: 300 E. Silver St., Lebanon, OH - 45036
 Phone: (513) 695-1130 Ext:
 Fax: (513) 695-2085

The above named agency/organization, an equal employment opportunity employer, requests the services of enrollees from the AARP Foundation Senior Community Service Employment Agency.

This Agency is:

- A Non-Profit Organization.
 (Tax exempt under the Internal Revenue code 501(c)(3))
- A Public Organization.

Participant Supervisor(s) are:

- Compensated with federal funds.
- Not compensated with federal funds.

The purpose of this agreement is for the host agency and AARP Foundation to enter into a joint engagement in the SCSEP, under which a participant receives training in a community service assignment while actively pursuing unsubsidized employment. The host agency agrees to provide meaningful training and work experience to the participant(s) in exchange for federally subsidized community service hours by AARP Foundation.

To ensure our host agency partners understand their important role in the daily lives of SCSEP participants and their responsibilities in supporting each participant's goals to enhance or learn new skills and to obtain unsubsidized employment, we ask that each host agency supervisor clearly understand and support the following agency and participant requirements in this agreement:

1. The host agency agrees to support SCSEP objectives and will consider hiring participant(s) in permanent employment positions(s), if a vacancy arises.
2. The host agency acknowledges that AARP Foundation may reassign participant(s) at any time in accordance with SCSEP rules, regulations, and policies. The host agency also acknowledges that it may request participants be removed from the host agency for any lawful reason by providing written notification to AARP Foundation.
3. It is understood that the purpose of the SCSEP is for a participant to provide community service while they actively pursue training and unsubsidized employment off of the program. When a participant enrolls and/or gets a job off the program they may lose their public benefits. These benefits may include, but are not limited to: Public Housing, Food Stamps, SSI/SSD, and Medicaid.
4. It is understood that participants may miss some hours at the host agency assignment in order to pursue training and unsubsidized employment that is provided outside of the host agency. Participants may be required by AARP Foundation SCSEP to complete programmatic activities and tasks which may include:
 - Accept referrals and interviews for employment outside the program;
 - Conduct an ongoing search for unsubsidized employment as specified in the Individual Employment Plan (IEP) and as directed by an AARP Foundation representative;
 - Accept regular transfers to other host agency assignments as necessary to further the participant's training and work experience;
 - Register and maintain registration with the State Employment Service and/or One Stop Center;
 - Attend job search training, job clubs, participant meetings, etc., when offered by the AARP Foundation office, and engage in continuing unsubsidized job search activities.
- 5) It is understood that The SCSEP is short-term, work-training to prepare participants for unsubsidized employment off of the program. The SCSEP is not an entitlement, nor is it designed to solely provide income maintenance. SCSEP participants are in training status, preparing for unsubsidized employment.
- 6) When practical, the Host Agency agrees to provide additional training support to their participants by allowing participants to utilize the Agency's computers and internet access for designated job search training and to complete online job search activities.
- 7) It is understood that training with the host agency is a short-term opportunity. Participation in the SCSEP is NOT a job, and participants are NOT employees of either the AARP Foundation or the host agency where they are temporarily assigned.
- 8) It is understood that AARP Foundation SCSEP does not conduct background checks or drug screening on participants. Host agencies may conduct background checks and drug screenings in their sole and exclusive discretion and in accordance with applicable law. The AARP Foundation SCSEP is not financially or otherwise responsible for any costs, expenses or claims associated with background checks or drug screenings.
- 9) The host agency agrees to have or obtain reliable technology services that would enable it to receive and send participant Time & Attendance Reports to and from the AARP Foundation office. Reliable technology services are those that can produce readable documents -- not overly dark, overly light, blurred, or otherwise unreadable by an objectively reasonable standard. Without reliable electronic transmittal of Time and Attendance Reports, AARP Foundation SCSEP cannot provide participant stipend payments for those trained hours under SCSEP regulations and must place participants at an alternative agency.
- 10) Host agencies agree to consider competitive participants for any permanent job openings in the agency. The host agency agrees to provide supervision, training, and a safe work environment for each assigned participant. The host agency also agrees to the provisions outlined in the Participant and Host Agency Handbook as a condition of participation in the SCSEP. Host agencies agree and acknowledge that, while on-site at the Host Agency, participants are under the direct control and supervisor of the Host Agency and that the Host Agency is responsible for permitting participants to conduct any tasks that qualify for payment under the program. AARP Foundation will not assign on-site tasks to any participant.
- 11) The host agency agrees to respond to the host agency customer satisfaction survey that is issued by the U.S. Department of Labor (DOL) if randomly selected and acknowledges that completion of the survey influences continued DOL funding of the SCSEP grant. This survey is generally sent out in January, but timing is at the discretion of DOL.

12) Pursuant to SCSEP regulations, AARP Foundation, as a program administrator, is responsible for providing workers' compensation insurance for all participants, in accordance with state and federal law. The host agency is responsible for maintaining a safe working environment for participants during their normal course of duties, and to insure that proper equipment, procedures, and safe practices are used in compliance with state and federal law. The Host Agency recognizes that if a safety violation involving a SCSEP participant occurs on the premises, AARP Foundation expects Host Agency to follow safety notification protocols as it would for its own employees. AARP Foundation has the right to coordinate onsite safety inspections with the host agency to insure that work procedures, equipment and practices are used to protect the safety of participants. If the host agency fails to adhere to reasonable safe working practices, AARP Foundation has the right to terminate the agreement for cause and for the protection of the participants.

The host agency must keep the following key safety issues in mind at all times:

- No lifting over 20 pounds
- No step stools or ladders
- Participants may not drive unless the assignment, expressly includes driving, is approved in advance by AARP Foundation and is carried out in accordance with this Section 12 and Section 13 below.
- Participants must always be supervised

13) No participant is authorized to drive as part of his or her assignment without the advance written approval of AARP Foundation. Only in exceptional situations can a participant transport other passengers and only then with the approval of the national AARP Foundation SCSEP director. If participant duties include driving a vehicle owned or operated by the host agency, the host agency shall maintain appropriate automobile liability covering participant(s) engaged in the performance of their training assignments using a vehicle owned or operated by the host agency. Applicable statutes will govern the limits of liability for Federal, state, and local government host agencies. A copy of the host agency's certification of insurance and participant's current driver's license and a motor vehicle record (MVR) check is required prior to the driving assignment beginning. Participants will be reimbursed for the cost of the MVR by AARP Foundation SCSEP.

If the participant drives his or her own vehicle as part of his or her assignment, the Host Agency must ensure that participant maintains automobile liability insurance appropriate to cover performance of their assignments. The host agency shall also reimburse the participant for mileage if the participant drives his or her own vehicle in the performance of the host agency assignment. A copy of the host agency's certification of insurance, the participant's certification of insurance, the participant's current driver's license, and a MVR is required prior to the driving assignment beginning. Participants will be reimbursed for the cost of the MVR by AARP Foundation SCSEP.

H 14's replaced by attached addendum

14) It is understood that each party shall indemnify the other against all claims or actions that arise from the indemnifying party's performance of duties as described herein, including without limitation, claims arising from participant conduct under express instructions from the Host Agency as part of participant's assignment, claims of unpaid wages by participants that imply a breach of Section 15 hereunder, and claims arising from host agency's duty to maintain a safe working environment for participants. The obligations of each party to indemnify the other shall survive the termination or expiration of this Agreement.

15) It is understood that the AARP Foundation's SCSEP is federally funded and is required to maintain documentation (timesheets) to substantiate the expenditure of federal funds for wages. It is also understood and agreed to that AARP Foundation SCSEP shall pay the wages of a wage stipend to participants assigned to the host agency within the limits expressly set out by SCSEP regulation and communicated to host agency at the onset of participant placement. The host agency shall not permit or instruct participant(s) to perform work beyond such limits or require participant to perform unpaid or volunteer work as part of the participant's assignment.

If the host agency permits participant(s) to perform work exceeding authorized hours, or to return to community service training assignments without prior authorization from AARP Foundation representative or past the participant's termination date, host agency shall compensate participant(s) for such time. The host agency agrees to verify, sign and return accurately completed timesheets to AARP Foundation SCSEP for processing. Timesheets must be signed by the individual participant and by a responsible supervisory official having first-hand knowledge of the hours worked by the participant.

16) It is understood that host agency must not use participants as substitutes for permanent employees. Federal regulations prohibit such a "maintenance of effort." Participants are additions to, not substitutes for, regular agency staff. A community service assignment for a participant under Title V of the Older Americans Act is permissible only if the assignment does not:

- a. Reduce the number of employment opportunities or vacancies that would otherwise be available to individuals who are not SCSEP participants;
- b. Displace currently employed workers (including partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits);
- c. Impair existing contracts or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed; and
- d. Assign or continue to assign an SCSEP participant to perform the same work or substantially the same work as that performed by any other individual who is on layoff.

17) The host agency will be listed on the Time Attendance Report in SCSEP records accessible by the DOL. If there are changes to a participant's supervisor, the AARP Foundation SCSEP office must be notified so that the information can be updated in the databases.

18) It is understood that all participant(s) records are subject to the Privacy Act, 5U.S.C. § 652a and neither party shall release records without written release signed by participant(s) or otherwise in accordance with law.

19) The host agency shall maintain all records, including original or copies of participant(s) timesheets, relating to this agreement for a period of four years. The host agency shall retain original participant(s) time sheets if faxed to AARP Foundation for payment, AARP Foundation or the DOL, through any authorized representative, shall have access to and the right to examine all records related to this agreement.

20) It is understood that either party may terminate this agreement at any time for any reason upon notification to the other party.

21) It is understood that any amendment, modification, or addendum to this agreement including changes or modifications to training assignments, must be made by mutual consent of the parties, in writing, signed and dated by both parties, prior to assignment of participant(s) to host agency or any changes being performed.

Effective PY 2018 (7/2018)

E-Signature [Required fields are denoted with an asterisk (*)]

I certify that I am authorized to submit the Host Agency Agreement and Safety renewal form. I accept terms and conditions to submit the form. [Click here for more information on electronic signatures](#)

* Full Legal Name: [Signature] Title: President

*

Host Agency

* Confirm ZipCode: <input type="text"/>	Date: 07-25-2018
(For security reasons, you must provide your host agency zipcode to submit this form.)	

Click the button below to electronically sign your HA Agreement Renewal Form. If you are not sure, please contact your local project director.

SAFETY IS NO ACCIDENT

07-06-2018

AARP Foundation SCSEP

ADDENDUM to Host Agency Agreement between OhioMeansJobs Warren County and AARP Foundation. This ADDENDUM replaces number 14 of Host Agency Agreement.

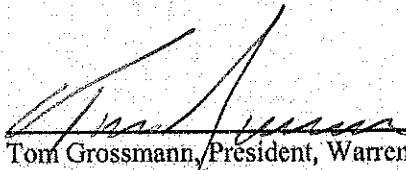
LIABILITY: Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts by omission, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to another.



Matthew Fetty, Director, OhioMeansJobs Warren County

8/24/18

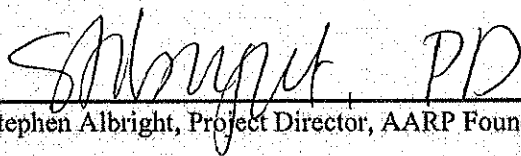
Date



Tom Grossmann, President, Warren County Board of Commissioner's

8/28/18

Date

 PD

Stephen Albright, Project Director, AARP Foundation

8/21/18

Date

APPROVED AS TO FORM



Keith W. Anderson
Asst. Prosecuting Attorney

Resolution

Number 18-1343

Adopted Date August 28, 2018

ENTER INTO AN ENGINEERING SERVICES CONTRACT WITH CARPENTER MARTY TRANSPORTATION, INC. ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

BE IT RESOLVED, to enter into an engineering service contract with Carpenter Marty Transportation, Inc., 6612 Singletree Drive, Columbus, Ohio 43229 for engineering services for the Columbia Road corridor between Columbia Trail and Montgomery Road (US22/SR3) project traffic study; copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Carpenter Marty Transportation, Inc.
Engineer (file)

**CONSULTING ENGINEERING SERVICES CONTRACT FOR
COLUMBIA ROAD TRAFFIC STUDY
WARREN COUNTY HIGHWAY SYSTEM**

THIS IS AN AGREEMENT made as of the date stated below, between The Warren County Board of County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as the "OWNER," on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and Carpenter Marty Transportation, Inc., 6612 Singletree Drive, Columbus, Ohio 43229, a corporation for profit organized, duly licensed under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the "ENGINEER."

COUNTY ENGINEER intends to study Columbia Road corridor between Columbia Trail and Montgomery Road (US22/SR3) on the county highway system hereinafter referred to as the PROJECT. In order to proceed with the PROJECT, a Traffic Study must be completed, which are part of services to be provided by ENGINEER.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of Traffic Study services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional Traffic Study services for COUNTY ENGINEER in all phases of the Project to which this Agreement applies, serve as COUNTY ENGINEER'S professional traffic representative for the Project as set forth below and shall give professional traffic consultation and advice to COUNTY ENGINEER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ENGINEER

- 1.1 ENGINEER shall perform professional services as hereinafter stated, which include customary civil engineering services incidental thereto.
- 1.2 ENGINEER shall perform tasks for the PROJECT in accordance with the scope of services attached and made a part of this contract and identified as Exhibit 1, hereinafter referred to as "Basic Services".
- 1.3 ENGINEER shall furnish to the COUNTY ENGINEER one copy of all electronic files regarding the PROJECT on a compact disk.

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

- 2.1 If authorized in writing by OWNER and COUNTY ENGINEER, ENGINEER shall furnish or obtain from others Additional Services, which are not considered normal or customary Basic Services. Such services are set forth in Exhibit 1, and identified as "if authorized" services.

SECTION 3 - COUNTY ENGINEER'S RESPONSIBILITIES

COUNTY ENGINEER shall:

- 3.1 Provide all criteria and full information as to COUNTY ENGINEER'S requirements for the Project.

- 3.2 Assist ENGINEER by placing at their disposal all available information pertinent to the Project.
- 3.3 Furnish ENGINEER, as required for performance of ENGINEER'S Basic Services, data prepared by or services of others, including without limitation laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions, all of which ENGINEER may rely upon in performing his/her services.
- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his/her services.
- 3.5 Give prompt written notice to ENGINEER whenever COUNTY ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of the ENGINEER.
- 3.6 Furnish, or direct ENGINEER to provide, upon approval of OWNER, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.7 Bear all costs incidental to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER'S obligation to render services hereunder will extend for the period of time that may reasonably be required for the Traffic Study of the PROJECT, including extra work and required extensions thereto.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER

- 5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:
 - 5.1.1.1 The ENGINEER agrees to provide the Basic Services set forth in Section 1 hereof to the COUNTY ENGINEER for the PROJECT, for a **lump sum fee of \$ 18,000.00**

5.2 Times of Payments

- 5.2.1 ENGINEER shall submit monthly progress reports for Basic and Additional Services rendered. The progress reports will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. No payment will be processed without a monthly progress report. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.

5.3 Other Provisions Concerning Payments

- 5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty (60) days after receipt of ENGINEER'S statement therefore, the amounts due ENGINEER shall include a charge at the rate of one percent (1%) per month from said 60th day, and in addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due for services and expenses.
- 5.3.2 Records of ENGINEER'S Salary Costs pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER and COUNTY ENGINEER upon request prior to final payment for ENGINEER'S services.

5.4 Definitions

- 5.4.1 The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the PROJECT, including, but not limited to the following; engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, all other technical personnel, stenographers, typists and clerks; plus the cost of unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination

The obligation to provide services under this Agreement may be terminated by either party upon thirty (30) days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this agreement is terminated, ENGINEER shall be paid for services performed to the termination date.

6.2 Reuse of Documents

All documents including reports and maps prepared by ENGINEER pursuant to this Agreement are instruments of service as part of the PROJECT. They are not intended or represented to be suitable for reuse by COUNTY ENGINEER or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER or COUNTY ENGINEER'S risk and without liability or legal exposure to ENGINEER. Any verification or adaptation requested by OWNER or COUNTY ENGINEER to be performed by ENGINEER will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER, COUNTY ENGINEER and ENGINEER.

6.3 Controlling Law and Venue

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall be Warren County, Ohio.

6.4 Successors and Assigns

- 6.4.1 OWNER, COUNTY ENGINEER and ENGINEER each bind himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal

representatives of such other party in respect to all covenants, agreements and obligations of this Agreement.

- 6.4.2 Neither OWNER nor ENGINEER nor COUNTY ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.
- 6.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER, COUNTY ENGINEER and ENGINEER.

6.5 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.

6.6 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.

6.7 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.

6.8 Relationship of Parties

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

6.9 Parties

Whenever the terms "OWNER", "COUNTY ENGINEER" AND "ENGINEER" are used herein, these terms shall include without exception the employees, agents, successors, assigns and/or authorized representatives of OWNER, COUNTY ENGINEER and ENGINEER.

6.10 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.

6.11 Notices

All notices required to be given herein shall be in writing and shall be sent certified mail return receipt to the following respective addresses:

<p>TO: Warren County Commissioners Attn. Tiffany Zindel, County Administrator 406 Justice Drive Lebanon, Ohio 45036 Ph. 513-695-1250</p>	<p>Warren County Engineer's Office Attn. Neil F. Tunison, County Engineer 210 W Main Street Lebanon, Ohio 45036 Ph. 513-695-3301</p>
--	--

Carpenter Marty Transportation, Inc.
 Attn. Brad Ackel, P.E., P.M.P.
 6612 Singletree Drive
 Cincinnati, OH 43229
 Ph. 513-734-8542

6.12 Insurance

ENGINEER shall carry comprehensive general and professional liability insurance providing single limit coverage with limits of \$1,000,000 per occurrence and 2,000,000 aggregate, with no interruption of coverage during the entire term of this Contract. ENGINEER 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, ENGINEER 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 the Contract. ENGINEER shall provide COUNTY ENGINEER with a certificate of insurance evidencing such coverage, which further requires and provides for thirty (30) days written notice of cancellation or non-renewal to COUNTY ENGINEER. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

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

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

The following Exhibits are attached to and made a part of this Agreement:

Exhibit 1

SECTION 8 – ENTIRE AGREEMENT

This Agreement (consisting of pages 1 to 7, inclusive), together with the Exhibit and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibit and

schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by all parties.

SECTION 9 – INDEMNIFICATION

ENGINEER will defend, indemnify, protect, and save OWNER and COUNTY ENGINEER 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 ENGINEER, its agents, employees, licensees, contractors, or subcontractors pursuant to the performance of services under this agreement; (b) the failure of ENGINEER, 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 ENGINEER, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

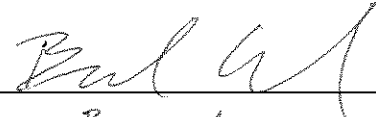
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SECTION 10 – EXECUTION

ENGINEER :

IN EXECUTION WHEREOF, Carpenter Marty Transportation, Inc., an Ohio Corporation for profit, has caused this Agreement to be executed on the date stated below by BRAD ACKER, whose title is DIRECTOR OF SW OHIO OPERATIONS, pursuant to a corporate Resolution authorizing such act.

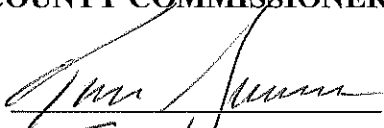
CARPENTER MARTY TRANSPORTATION, INC.

SIGNATURE: 
PRINTED NAME: BRAD ACKER
TITLE: DIRECTOR OF SOUTH WEST OHIO OPERATIONS
DATE: 8/7/18

OWNER:

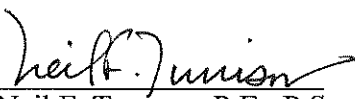
IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed on the date stated below by Tom Grossmann, its President, pursuant to Resolution No. 18-1343 dated 8/28/18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 
PRINTED NAME: Tom Grossmann
TITLE: President
DATE: 8/28/18

RECOMMENDED BY:

**NEIL F. TUNISON, P.E., P.S.
WARREN COUNTY ENGINEER**

By: 
Neil F. Tunison, P.E., P.S.

APPROVED AS TO FORM:

**DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO**


By: 
Assistant Prosecuting Attorney

EXHIBIT 1

Carpenter Marty Transportation, Inc.
6612 Singletree Drive
Columbus, OH 43229



PROPOSAL

Neil Tunison, P.E., P.S.
Warren County Engineer's Office
210 W. Main St.
Lebanon, OH 45306

Proposal #:	TRA171129
Proposal Date:	29-Nov-17
Revised Date:	31-Jul-18

Service:	WCEO Columbia Road Traffic Study
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Tasks	Description	Estimate
Traffic Data Collection	Collect turning movement counts at the following intersections with Columbia Road: Montgomery Road, Myrtle Drive, Davis Road, Columbia Trail. Count data will be processed for the following hours on a typical weekday: 7:00 - 9:00 AM and 2:00 - 6:00 PM (this includes SMOY (St. Margaret of York) school ingress/egress hours). Count data will also be processed on a typical Sunday from 8:30 AM - 12:30 PM since it was noted that backups were observed during SMOY church events.	\$3,100
Field Observations	Conduct field observations during AM, PM, and Sunday Peak hours determined from traffic counts. Field observations will also take place during assumed AM and PM peak hours prior to school starting (these observations will occur prior to traffic data collection). Existing queueing, capacity breakdowns, and potential safety issues will be noted. The field observations will be utilized to verify that queueing and capacity analysis results represent the existing conditions.	\$1,600
Development of Traffic Volumes	Request growth rates from OKI. Develop Existing (2018) and Horizon Year (2038) traffic plates for AM, PM, and Sunday Peak hours based on provided growth rates. The TIS for the proposed Drees Homes development on Davis Road (east of Columbia Road) will be provided by WCEO. Traffic developed from the TIS will be utilized to assign traffic through the study intersections listed above based on the TIS, a regional traffic distribution determined from count data, area knowledge, traffic patterns, and engineering judgement. The Drees Homes traffic will be added to the Horizon Year volumes only.	\$1,000
Existing Roadway Capacity Analysis	Conduct capacity analysis utilizing Synchro version 10 at all intersections listed above. A queueing analysis will also be conducted using the SimTraffic module of Synchro 10 for all movements of the intersections listed above. Capacity and queueing analysis will be completed for Existing and Horizon Year, AM, PM, and Sunday peak hours. This information will be utilized to determine existing roadway capacity and queueing issues in the corridor.	\$3,800
Proposed Roadway Capacity Analysis	Propose general recommendations/improvements (i.e. turn lane additions, signal modifications, etc.) to bring unacceptable queueing and capacity determined from the Existing Roadway Capacity Analysis to acceptable levels in Existing and Horizon Year.	\$1,000
Review of Previous Layouts/Studies	Previously prepared intersection improvement layouts for the area will be reviewed. Previous safety studies of the area will be reviewed. These previous layouts and studies will be utilized and taken into consideration while preparing recommendations.	\$1,000

Crash Analysis	The County will develop and provide crash diagrams and a cleaned CAMtool. CM will review the crash diagram and CAMtool. The crash diagram will be reviewed to determine crash issues/patterns and determine potential general countermeasures to mitigate crashes.	\$1,000
Concept Plan & Cost Estimate	Develop two conceptual alternative plans to show proposed recommendations/improvements. Develop a planning-level cost estimate for the concept plans.	\$2,500
Report	Develop a brief report that documents the existing conditions, analysis, results, conclusions, and recommendations. Re-analysis and report revisions based on comments from WCEO are included with this task. Only minor revisions are expected and included with this task. Coordination with WCEO is also included with this task.	\$3,000

Terms

Tasks listed in this Proposal provide an estimate for the cost of each task. Upon approval by WCEO, Carpenter Marty Transportation will provide a Final Proposal and Agreement.

Resolution

Number 18-1344

Adopted Date August 28, 2018

APPROVE CONTINUATION OF PLANNED MAINTENANCE AGREEMENT WITH
BUCKEYE POWER SALES CO. INC. ON BEHALF OF WARREN COUNTY FACILITIES
MANAGEMENT

BE IT RESOLVED, to approve renewal of the existing planned maintenance agreement with
Buckeye Power Sales Co. Inc. for planned maintenance of various emergency generators and
load bank testing as attached hereto and made a part hereof.

BE IT FURTHER RESOLVED, to approve the following purchase order for said services:

Purchase order #25409	Buckeye Power Sales	\$8,933.00
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Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.
Upon call of the roll, the following vote resulted:

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/dc

cc: C/A—Buckeye Power Sales Co Inc
Facilities Management (file)
Telecommunications (file)



Planned Maintenance Agreement Quote
Page 1

Bill-to Customer No. C00459580
Warren County Commissioners
Building Services
406 Justice Drive
Lebanon, OH 45036
USA

Buckeye Power Sales Co., Inc.
4992 Rialto Road
West Chester, OH 45069
USA
Phone No. 513.755.2323
Fax No. 513.755.4515

Contact Mark Zindel
Phone No. 513-933-1313
E-Mail mark.zindel@co.warren.oh.us
Salesperson Marissa Maloney
Description Planned Maintenance Agreement

Quote No. PMA1021242
Accept Before
Renewal Date 09/01/18
Invoice Period Year
Annual Amount 8,933.00
Contract No. PMA0WC1175
Contract Type Contract Renewal

We propose to furnish the materials and labor in accordance with the Buckeye Power Sales Co., Inc. Planned Maintenance Agreement Terms & Conditions

Ship-to Address
Warren Co. Admin Bldg
406 Justice Dr.
LEBANON, OH 45036
USA

EQ0201348	PM for 0666081-ADMIN	KH200REOZ 0666081-ADMIN	1,295.00
	MAJLB-2 Major -Load Bank Test		
	MINOR Minor		

Ship-to Address
Warren Co. Common Pleas Court
500 Justice Dr.
LEBANON, OH 45036
USA

EQ0205174	PM for 500KW COMM PLEAS	MTDS0500 500KW COMM	1,458.00
	MAJOR Major		
	MINLB-2 Minor -Load Bank Test		

Ship-to Address
Warren Co. Common Courts
500 Justice Dr.
LEBANON, OH 45036
USA

EQ0204898	PM for 2188369-COMM CRTS	KH125REOZ 2188369-COM	1,195.00
	MAJLB-2 Major -Load Bank Test		
	MINOR Minor		



Bill-to Customer No. C00459580
Warren County Commissioners
Building Services
406 Justice Drive
Lebanon, OH 45036
USA

Contact Mark Zindel
Phone No. 513-933-1313
E-Mail mark.zindel@co.warren.oh.us
Salesperson Marissa Maloney
Description Planned Maintenance Agreement

Ship-to Address
Warren Co. Human Svcs
416 S. East St.
LEBANON, OH 45036
USA

EQ0204899 PM for 2127950-HUMAN SVC
MAJLB-2 Major -Load Bank Test
MINOR Minor

KH125REOZ 2127950-HUM 1,195.00

Ship-to Address
Warren Co. Jail
550 Justice Dr.
LEBANON, OH 45036
USA

EQ0200611 PM for 365026-JAIL
MAJLB-2 Major -Load Bank Test
MINOR Minor

KH400ROZ 365026-JAIL 1,560.00

Ship-to Address
Warren Co. Juvenile
570 Justice Dr.
LEBANON, OH 45036
USA

EQ0200610 PM for 357983-JUV
MAJLB-2 Major -Load Bank Test
MINOR Minor

KH100RZ 357983-JUV 1,035.00

Planned Maintenance Agreement Quote
Page 2

Buckeye Power Sales Co., Inc.
4992 Rialto Road
West Chester, OH 45069
USA
Phone No. 513.755.2323
Fax No. 513.755.4515

Quote No. PMA1021242
Accept Before
Renewal Date 09/01/18
Invoice Period Year
Annual Amount 8,933.00
Contract No. PMA0WC1175
Contract Type Contract Renewal



Planned Maintenance Agreement Quote
Page 3

Bill-to Customer No. C00459580
Warren County Commissioners
Building Services
406 Justice Drive
Lebanon, OH 45036
USA

Buckeye Power Sales Co., Inc.
4992 Rialto Road
West Chester, OH 45069
USA
Phone No. 513.755.2323
Fax No. 513.755.4515

Contact Mark Zindel
Phone No. 513-933-1313
E-Mail mark.zindel@co.warren.oh.us
Salesperson Marissa Maloney
Description Planned Maintenance Agreement

Quote No. PMA1021242
Accept Before
Renewal Date 09/01/18
Invoice Period Year
Annual Amount 8,933.00
Contract No. PMA0WC1175
Contract Type Contract Renewal

Ship-to Address
Warren Co. Sheriff'S Office
550 Justice Dr.
LEBANON, OH 45036
USA

EQ0200612 PM for 2019117-SHER OFF
MAJLB-2 Major -Load Bank Test
MINOR Minor

KH125REOZ 2019117-SHE

1,195.00

APPROVED AS TO FORM

Adam M. Nice
Asst. Prosecuting Attorney

Marissa Maloney
Service Sales Admin

8/7/18

Total 8,933.00

Customer Signature Line

PO #

Sign

Print

Date

Tom Grossmann
Tom Grossmann
8/28/18

Please do not pay the total indicated on this quotation as it does not include the applicable sales tax. A separate invoice will be sent for payment once the planned agreement has been returned to EPS.

BUCKEYE POWER SALES CO., INC.

PLANNED MAINTENANCE AGREEMENT TERMS & CONDITIONS

ARTICLE ONE: TERM OF CONTRACT

- 1.01 This Agreement shall commence on the date first written and shall continue for a period of one year (unless otherwise specified).
- 1.02 For services rendered under this proposal, Customer agrees to pay Servicing Agent in advance of performance of services.
- 1.03 Rates for extended years shall be determined at the beginning of each billing cycle.
- 1.04 Replacement parts will be billed at prices prevailing at time of use.
- 1.05 Emergency service between scheduled services and/or load test services will be provided at rates in effect at the time of service for labor, parts and travel.

ARTICLE TWO: REMEDIES FOR BREACH

- 2.01 In the event Servicing Agent and/or its employees/agents negligently fail to perform the Planned Maintenance Services outlined herein, the failure of which directly causes property damage, the sole remedy available to Customer shall be the replacement or repair of property with property of equal quality and value. This applies only to the Generator(s) and/or Automatic Transfer Switch(es).
- 2.02 Servicing Agent is not responsible for any consequential damages, lost profits or any damages or losses.
- 2.03 Servicing Agent shall not be responsible for failure to render the service due to causes beyond its control including labor strikes, labor disputes, acts of God, etc., or consequential damages.

ARTICLE THREE: TERMINATION OF AGREEMENT

- 3.01 Either party may terminate this Agreement by giving sixty (60) days written notice to the other party
- 3.02 This Agreement shall terminate automatically on the occurrence of any of the following events:
 - Bankruptcy or insolvency of either party
 - Assignment of this Agreement by either party without consent of the other party
 - Sale of the business of either party
 - Acts of God
 - Death or dissolution of either party
 - Impracticability and/or impossibility of performance
- 3.03 This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Servicing Agent for Customer, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in writing signed by the Servicing Agent.
- 3.04 ~~Customer agrees to defend, indemnify and hold Servicing Agent, its directors, officers and employees ("Indemnitees") harmless from and against any and all claims, losses, costs, expenses, attorney's fees and liabilities ("Claims") arising out of or related to the goods~~
mm 8/1/18
- 3.05 ~~If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled. The attorney's fees may be set by the court in the same action or in a separate action brought for that purpose.~~ *mm 8/1/18*
- 3.06 This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

ARTICLE FOUR: SERVICES TO BE PERFORMED BY SERVICING AGENT

- 4.01 Servicing Agent agrees to provide labor, test equipment and/or replacement parts so as to perform Planned Maintenance, on equipment owned and/or operated by Customer. In performing its Planned Maintenance Program, Servicing Agent shall make scheduled visits consisting of the services outlined in the proposal as defined in this article
- 4.02 Periodic Service
 - Services provided in each Servicing Agent's maintenance trip will include the following:

- Inspect air cleaner	- Check battery electrolyte levels and specific gravity
- Test antifreeze and adjust	- Clean battery terminals as necessary
- Check coolant level	- Check generator output voltage and adjust as necessary
- Inspect belts and hoses as required	- Emergency system operation without load transfer
- Check engine heater operation	- Frequency check/governor adjustment, as required
- Check generator set for fuel, oil, coolant leaks	- Check transfer switch and accessory operation (subject to owners approval and availability during service visit)
- Check air intakes and outlets	- Check engine alternator charge rates
- Check transfer tank operation	- Check engine and generator gauge and indicator operation
- Drain exhaust line	- Check generator set controller operation including shutdown functions
- Inspect silencer	- Perform engine checks per manufacturer's recommendations
- Check battery charger operation and charge rate	

PMA Quote No: PMA1021242

Customer Name: Warren County Commissioners

BUCKEYE POWER SALES CO., INC.

PLANNED MAINTENANCE AGREEMENT TERMS & CONDITIONS (continued)

- 4.03 **Annual Maintenance**
- Services provided in Servicing Agent's annual maintenance trip will include items listed in Section 4.02 and the following:
- Lube, oil and filter(s) change
- Fuel filter(s) change
- Engine tune-up with parts for gas or gasoline engines (per the manufacturer's service intervals) Additional pricing will apply if performed, by request of customer, outside of the manufacturer's recommended service intervals.
* Air filter and Battery replacement will be quoted at recommended intervals and invoiced at an additional charge. This charge is over and above the price of the Planned Maintenance Agreement unless otherwise specified and/or included in the Planned Maintenance Agreement.
- 4.04 This Planned Maintenance Agreement is not a guarantee of equipment availability.
- 4.05 **Load Bank Service (only if specified as "Additional Services")**
- Customer and Servicing Agent agree that a load bank test service will be provided annually for a period of time as stated in the proposal. Servicing Agent's load bank test will be performed utilizing portable resistive load banks at unity power factor. Test to be performed in accordance with usual and customary practice as defined by applicable code.
- 4.06 Servicing Agent agrees to perform Planned Maintenance to Customer's equipment in accordance with the Methods and Time Table set forth. No services or materials are under this Agreement unless specifically referred to herein.
- 4.07 **THIS AGREEMENT DOES NOT RELIEVE THE CUSTOMER OF PERIODICAL CHECKS AND TESTING AS OUTLINED IN THE MANUFACTURER'S SERVICE MANUAL.**

Resolution

Number 18-1345

Adopted Date August 28, 2018

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE-PRESIDENT OF THIS BOARD TO EXECUTE AN AGREEMENT WITH JAMES M. O'CONNELL, LPC FOR COMPETENCY EVALUATIONS 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 enter into an agreement with James M O'Connell, LPC for Competency evaluations on behalf of the Warren County Juvenile Court. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—James M. O'Connell, LPC
Juvenile Court (file)

AGREEMENT

This agreement, made between the Warren County Juvenile Court (hereinafter Juvenile Court) and James M. O'Connell, LPC, (hereinafter O'Connell) to provide competency attainment services for youth not competent to proceed, but capable of attaining competency within prescribed statutory time frames before the Juvenile Court.

WHEREAS, O'Connell represents that he has the necessary skills, training and experience to provide competency attainment services; and,

WHEREAS, Ohio Revised Code Section 2152.59(C) authorizes a Juvenile Court to order a child to participate in services specifically designed to help the child develop competency.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:


1. O'Connell will provide competency attainment services as requested by the court. The services will include the following:
 - A) Competency Attainment Treatment Plan, a written report outlining areas in need of attainment services. Treatment plans will be made available to the juvenile court within prescribed statutory time periods.
 - B) An estimate regarding the number of sessions and period of time that may be necessary for the juvenile to attain competency.
 - C) The Juvenile Court will be informed immediately upon a determination that the juvenile has attained competency and should be scheduled for competency evaluation, or a determination is made that the juvenile is unlikely to attain competency within the allowed statutory time limits despite competency attainment efforts.
2. The juvenile court will pay O'Connell at the following rates:
 - A. \$50.00/per hour face-to-face time providing competency attainment services with juvenile.
 - B. \$50.00/per hour for driving time to meet with juvenile.
 - C. \$50.00/per hour for written reports provided to the Juvenile Court.
3. O'Connell shall maintain appropriate liability insurance and agree to save harmless and indemnify the Board of Warren County Commissioners, the Juvenile Court and their employees from any liability, loss, damage and expenses incurred arising through the provision of services under this agreement.

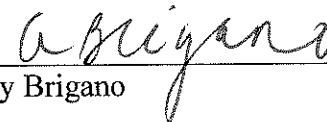
4. This agreement may be terminated by either party at any time with or without reason upon the giving of seven (7) days written notice of the termination date served upon the parties at their respective business addresses by ordinary mail.

5. This agreement shall be effective from the date of its execution by the Court Administrator of the Warren County Juvenile Court and continue thereafter until terminated as provided herein.


6. This agreement shall constitute the entire understanding of the parties and can only be amended by a written instrument signed by all parties.

IN WITNESS WHEREOF, the parties execute this Agreement on that date as indicated below their signatures.

APPROVED AS TO FORM

Keith W. Anderson
Asst. Prosecuting Attorney



Tony Brigano Court Administrator 4-24-18
Date



James M. O'Connell, LPC 4-25-18
Date

Signed and acknowledged in the presence of:


Board of Warren County Commissioners

8/28/18 18-1345
Date /Resolution Number

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

Resolution

Number 18-1346

Adopted Date August 28, 2018

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO EXECUTE AN ANNUAL SYSTEM SUPPORT AGREEMENT WITH BUSINESS INFORMATION SYSTEMS, INC (BIS) ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize the President of this Board to execute an Annual System Support Agreement with Business Information Systems, Inc. (BIS), effective 9/26/18 through 09/25/19, on behalf of the Warren County Juvenile Court; copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Business Information Systems, Inc.
Juvenile Court (file)



Recording System Support Agreement

Between:

BIS Digital, Inc.
1350 NE 56th Street, Suite 300
Fort Lauderdale, FL 33334-6142
Phone: (800) 834-7674
Fax: (877) 858-5611
Email: support@bisdigital.com

And:

Warren County Probate/Juvenile Court
570 Justice Dr.
Lebanon, OH 45036
Phone: (513) 695-1180
Contract #: 19-09-A-57099

BIS Digital, Inc. or its appointed service representative agrees to provide system support for the software and hardware listed below, in accordance with the terms and conditions of this agreement.



1. TERMS AND CONDITIONS

- A. The term of this agreement is for a period of (12) months from the effective date. Either party upon written receipt, with a ninety 90-day notice, may cancel this agreement. In the event of early termination of service agreement, BIS Digital, Inc. will refund monies based upon contract amount prepaid by customer less actual cost of service provided during abbreviated term, or pro-rated amount based upon time remaining in contract term rounded to end of month of termination, whichever is less.
- B. The agreement entitles the USER to 24 hours per day, 7 days per week telephone support and on-site support Mon- Fri (8am – 5pm ET) on covered items.
- C. User training: This agreement covers all users training at the user's site during the term of agreement at mutually agreed upon times.
- D. This support agreement is for the USERS integrated system. Any changes or enhancement will be billed for additionally.
- E. Charges for maintenance and support for reasons outside of BIS Digital control, arising from neglect, negligence, misuse, acts of god or modifications to, or failures of systems software and/or hardware not covered under this contract shall be billed at BIS Digital published rates. Please note that BIS has an archived copy of your initial configuration so at no time will you ever be billed for software configuration.

2. COVERAGES

- A. DCR Software (all BIS Digital supplied licenses). This support agreement is for the USERS current DCR Software version. The USER is not obligated to upgrade since support is available for previous versions. DCR Software Assurance, which provides for all new feature and function upgrades, are billed for at an additional \$350/yr. per system. BIS Digital will provide on-line user training as well as on-line diagnosis and repair (web connection required).
- B. Hardware (all BIS supplied Tower PC's, Servers and Video and Telco Interface Boards). BIS will provide replacement or repair. BIS Digital will repair or replace system critical parts at customer site. Customer will be responsible for shipping defective part to BIS Digital. * Special Note: CPU and Motherboards on computers over 48 months old may no longer be

Initials:



 , 
BIS Digital Customer



available causing the computer to be obsolete. In this event, BIS will provide a \$300 computer replacement credit.

- C. Hardware Accessories (Digital Mixers, PA components, Microphones, Hearing Impaired Devices, USB Foot Controls). BIS Digital will provide replacement or repair. Customer will be responsible for shipping defective unit to BIS Digital. BIS Digital will replace or repair and ship back to customer.
 - D. Excluded Hardware (Laptop Computers, All Display Monitors and Headsets). BIS Digital will handle repairs via Manufacturer's warranties (i.e. Dell, Toshiba,) but will offer no extended warranties directly.
 - E. On-Site BIS Digital Technical Support. BIS Digital will provide on-site technicians for emergency service during normal working hours at no charge. Emergency is defined to be a complete system down.
3. CUSTOMER RESPONSIBILITY
- A. A proper backup of all data on a regular interval.
 - B. A USER appointed systems administrator to act as a liaison with the support department.
4. CONFIDENTIALITY
- A. BIS Digital, Inc. agrees that all data that may be entered into the system is strictly confidential and shall remain the property of the USER. Business Information Systems shall not, without prior written consent, disclose to any third party any such data acquired in connection with this agreement or any other services.
5. PAYMENT
- A. Invoices shall be sent once per year and payment shall be due in full upon receipt.
 - B. At Business Information Systems option, support coverage may be halted for non-payment of any invoice greater than sixty (60-days) beyond the due date.
6. LIABILITY
- A. In no event shall Business Information Systems, Inc. be liable for any direct or indirect losses or damages, or any other claims arising in connection with this agreement to the USER, including loss of data or earnings due to equipment down time.
 - B. Business Information Systems sole responsibility with respect to the maintenance and support shall be limited to those outlined in this agreement.
 - C. The laws of the State of Ohio shall govern this agreement and any litigation shall occur in Warren County, Ohio.

Initials:

 , 
BIS Digital Customer



This contract covers the following equipment

Purchased on Invoice#57099 / PO#73996 & 73997
Change Order on Invoice#57343
Installed on 9/25/2008:

- * DCR 4ch Digital Recording Software for laptops w/ Software Assurance (3)
- * BIS Digital USB Audio Mixer {s/n: 0703C4395; 0703C4437 & 1207C1071}
- * Pro44 Unidirectional Condenser Boundary Microphone (2)
- * Pro49QL Microneck Gooseneck Microphone (2)
- * 8615rs Quickmount Microphone Stand W/Mute Switch (1)
- * 8615 Quickmount Microphone Stand (1)
- * Video Capture Card USB (3)
- * One-Sided External Clock Verification Device (2)
- * USB Footpedal (1)
- * Color Hi-Res Digital Quad Splitter (3)

Purchased on inv#67758

- * Two-Sided USB External Digital Verification Device {s/n:A1347-21250} (1)

Purchased on Invoice# 68945 PO# 14032

- * DCR 2ch Digital Recording Software for Laptop w/ Software Assurance (1)
- * USB Conference Microphone Kit (1)

Add-on

Purchased on invoice #72510-1 & 72937

Installed on 7/19/17

court # 1

Probate Court-video arraignment court # 1

- HDMI IP Video Encoder (1) SN{245305}
- HDMI Distribution Amplifier (1in/2out) (1) SN{0070299917011800155}
- 2nd Video Channel for DCR Products (1)
- HDMI over CAT6 Extender (Series 2) (1) SN{0070295916082300231}
- HDMI Cable Series 2 (3ft.) (3)
- HDMI Cable Series 2 (10ft.) (1)
- CAT6 Cable (Plenum) - 1,000ft Roll (0.5)
- Microphone Wire 22AWG (Plenum) - 1,000ft Roll (1)
- Video Conference Collaborate Pro 600 (1)

Purchased on invoice 74019

Installed on 4/17/18

- Video Conference 600 (2)
- 2nd Video Channel for DCR Products (2)

Initials:

 
BIS Digital Customer



- HDMI Distribution Amplifier (1in/2out) Series 2 (2) SN{0070299917120600127 & 128}
- HDMI IP Video Encoder (2) SN{246972 & 247024}
- HDMI Cable Series 2 (10ft.) (2)
- HDMI Cable Series 2 (3ft.) (6)
- HDMI over CAT6 Extender (Series 2) (2) SN{0070295917110800459 & 460}
- CAT6 Cable (Plenum) - 1,000ft Roll (0.5)
- Microphone Wire 22AWG (Plenum) - 1,000ft Roll (0.5)

The terms and conditions stated herein form the complete agreement between the parties. Please note: Any additions to this agreement (new systems) will be prorated to coincide with this contract.

Start Date: 9/26/2018
 End Date: 9/25/2019
 Annual Cost: \$8,211.51
 Contract #: 19-09-A-57099
 Invoice #: 74798

Accepted By:

BIS Digital, Inc.

Warren Co. Commissioners
on behalf of Warren County Probate/Juvenile Court

By Steve Coldren

By *Tom Grossmann*

President

President
 Title

July 17, 2018 August 7, 2018

8/28/18
 Date

APPROVED AS TO FORM

Keith W. Anderson
 Keith W. Anderson
 Asst. Prosecuting Attorney

Initials:

[Signature]
 BIS Digital

[Signature]
 Customer

ACCOUNT TYPE.. E

FUND. 101 FUNCTION. 1240 OBJECT. 400 SUB-ACCT. DATE. 1/09/18

PURCHASE ORDER#. 24248

ACTUAL DATE. 1/09/18
ACCRUAL YEAR. 2018

VENDOR.. 85690 BIS DIGITAL INC

ADDRESS. 1350 NE 56TH ST 300

FORT LAUDERDALE, FL 33334

OTHER FUND.

FUNCTION.

OBJECT..

SUB-ACCT.

TRANSACTION TYPE. PO CODE.. 0001

TRANSACTION AMOUNT 5,400.00 STATUS.. A

WARRANT NUMBER

WARRANT TYPE..

PROGRAM CODE. CLASSIFICATION.

MEMO. DIGITAL RECORDS MAINTENANCE

ENTER-REDISPLAY LIST

F3-RETURN TO PROMPT

Original PO

Resolution

Number 18-1347

Adopted Date August 28, 2018

AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN A MAINTENANCE AGREEMENT WITH BUCKEYE POWER SALES ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Buckeye Power Sales will provide maintenance for all generators located at all Tower sites in Warren County; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign an agreement, on behalf of Warren County Telecommunications, with Buckeye Power Sales to provide maintenance for all generators located at all Tower sites in Warren County as attached hereto and made a part hereof.

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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Buckeye Power Sales
Telecom (file)



Planned Maintenance Agreement Quote
Page 1

Bill-to Customer No. C00459580
Warren County Commissioners
Building Services
406 Justice Drive
Lebanon, OH 45036
USA

Buckeye Power Sales Co., Inc.
4992 Rialto Road
West Chester, OH 45069
USA
Phone No. 513.755.2323
Fax No. 513.755.4515

Contact Mark Zindel
Phone No. 513-933-1313
E-Mail mark.zindel@co.warren.oh.us
Salesperson Marissa Maloney
Description Prepaid Agreement

Quote No. PMA1021243
Accept Before
Renewal Date 09/01/18
Invoice Period Year
Annual Amount 7,652.00
Contract No. PMA1004488
Contract Type Contract Renewal

We propose to furnish the materials and labor in accordance with the Buckeye Power Sales Co., Inc. Planned Maintenance Agreement Terms & Conditions

Ship-to Address
Warren County Telecom Black Hawk Tower
7382 State Route 123
Blanchester, OH 45107
USA

EQ1001364	30REZG, 30 kW, 60 Hz	KH30REZG	SGM324L8M	965.00
	MAJLB-2 Major -Load Bank Test			
	MINOR Minor			

Ship-to Address
Warren Co. Goose Creek Tower
6452 Furnas-Oglesby Rd.
LEBANON, OH 45036
USA

EQ0205179	PM for 2212723 GSE CRK TS	KH25RZGB	2212723 GSE	975.00
	MAJLB-2 Major -Load Bank Test			
	MINOR Minor			

Ship-to Address
Warren Co. Telecom Hatfield Tower
2997 Hatfield Rd.
LEBANON, OH 45036
USA

EQ1007167	PM for 2240363 HTFLD	KH25RZGB	2240363	767.00
	MAJLB-2 Major -Load Bank Test			
	MINOR Minor			



Planned Maintenance Agreement Quote
Page 2

Bill-to Customer No. C00459580
Warren County Commissioners
Building Services
406 Justice Drive
Lebanon, OH 45036
USA

Buckeye Power Sales Co., Inc.
4992 Rialto Road
West Chester, OH 45069
USA
Phone No. 513.755.2323
Fax No. 513.755.4515

Contact Mark Zindel
Phone No. 513-933-1313
E-Mail mark.zindel@co.warren.oh.us
Salesperson Marissa Maloney
Description Prepaid Agreement

Quote No. PMA1021243
Accept Before
Renewal Date 09/01/18
Invoice Period Year
Annual Amount 7,652.00
Contract No. PMA1004488
Contract Type Contract Renewal

Ship-to Address
Warren Co. Telecom Lytle Tower 2 Site
360 East Lytle Five Points Rd.
LEBANON, OH 45036
USA

EQ1002496	PM for SGM327C9B LYTLE	KH30REZG	SGM327C9B	965.00
	MAJLB-2 Major -Load Bank Test			
	MINOR Minor			

Ship-to Address
Warren Co. Manchester Tower
5700 S. Dixie Hwy
Franklin, OH 45005
USA

EQ0205176	PM for 4036362 MNCTR TS	GN0047253	4036362 MNC	1,005.00
	MAJLB-2 Major -Load Bank Test			
	MINOR Minor			

Ship-to Address
Warren Co. Snider Tower
8181 Snider Rd.
Mason, OH 45040
USA

EQ0205178	PM for 2294017 SNIDER TS	KH20RES	2294017 SNID	1,005.00
	MAJLB-2 Major -Load Bank Test			
	MINOR Minor			



Planned Maintenance Agreement Quote
Page 3

Bill-to Customer No. C00459580
Warren County Commissioners
Building Services
406 Justice Drive
Lebanon, OH 45036
USA

Buckeye Power Sales Co., Inc.
4992 Rialto Road
West Chester, OH 45069
USA
Phone No. 513.755.2323
Fax No. 513.755.4515

Contact Mark Zindel
Phone No. 513-933-1313
E-Mail mark.zindel@co.warren.oh.us
Salesperson Marissa Maloney
Description Prepaid Agreement

Quote No. PMA1021243
Accept Before
Renewal Date 09/01/18
Invoice Period Year
Annual Amount 7,652.00
Contract No. PMA1004488
Contract Type Contract Renewal

Ship-to Address
Warren Co. Washington Township
6415 Wilmington Rd.
Oregonia, OH 45054
USA

EQ1001391	PM for SGM324L8N WASH	KH30REZG	SGM324L8N	965.00
	MAJLB-2 Major -Load Bank Test			
	MINOR Minor			

Ship-to Address
Warren Co. Telecom Zoar Tower
790 East U.S. Rt. 22
Malneville, OH 45039
USA

EQ0205175	PM for 381595 ZOAR TS	GN0047253	381595 ZOAR	1,005.00
	MAJLB-2 Major -Load Bank Test			
	MINOR Minor			

APPROVED AS TO FORM

Adam M. Nice
Asst. Prosecuting Attorney

Marissa Maloney 8/7/18
Service sales admin
Customer Signature Line

Total	7,652.00
--------------	-----------------

PO # _____
Sign *Tom Grossmann*
Print Tom Grossmann
Date 8/28/18

Please do not pay the total indicated on this Quotation as it does not include the applicable sales tax. A separate invoice will be sent for payment once the signed agreement has been returned to BPS.

BUCKEYE POWER SALES CO., INC.

PLANNED MAINTENANCE AGREEMENT TERMS & CONDITIONS

ARTICLE ONE: TERM OF CONTRACT

- 1.01 This Agreement shall commence on the date first written and shall continue for a period of one year (unless otherwise specified).
- 1.02 For services rendered under this proposal, Customer agrees to pay Servicing Agent in advance of performance of services.
- 1.03 Rates for extended years shall be determined at the beginning of each billing cycle.
- 1.04 Replacement parts will be billed at prices prevailing at time of use.
- 1.05 Emergency service between scheduled services and/or load test services will be provided at rates in effect at the time of service for labor, parts and travel.

ARTICLE TWO: REMEDIES FOR BREACH

- 2.01 In the event Servicing Agent and/or its employees/agents negligently fail to perform the Planned Maintenance Services outlined herein, the failure of which directly causes property damage, the sole remedy available to Customer shall be the replacement or repair of property with property of equal quality and value. This applies only to the Generator(s) and/or Automatic Transfer Switch(es).
- 2.02 Servicing Agent is not responsible for any consequential damages, lost profits or any damages or losses.
- 2.03 Servicing Agent shall not be responsible for failure to render the service due to causes beyond its control including labor strikes, labor disputes, acts of God, etc., or consequential damages.

ARTICLE THREE: TERMINATION OF AGREEMENT

- 3.01 Either party may terminate this Agreement by giving sixty (60) days written notice to the other party
- 3.02 This Agreement shall terminate automatically on the occurrence of any of the following events:
 - Bankruptcy or insolvency of either party
 - Assignment of this Agreement by either party without consent of the other party
 - Sale of the business of either party
 - Acts of God
 - Death or dissolution of either party
 - Impracticability and/or impossibility of performance
- 3.03 This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Servicing Agent for Customer, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in writing signed by the Servicing Agent.
- 3.04 ~~Customer agrees to defend, indemnify and hold Servicing Agent, its directors, officers and employees ("Indemnitees") harmless from and against any and all claims, losses, costs, expenses, attorney's fees and liabilities ("Claims") arising out of or related to the goods~~ mm 8/1/18
- 3.05 ~~If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled. The attorney's fees may be set by the court in the same action or in a separate action brought for that purpose.~~ mm 8/1/18
- 3.06 This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

ARTICLE FOUR: SERVICES TO BE PERFORMED BY SERVICING AGENT

- 4.01 Servicing Agent agrees to provide labor, test equipment and/or replacement parts so as to perform Planned Maintenance, on equipment owned and/or operated by Customer. In performing its Planned Maintenance Program, Servicing Agent shall make scheduled visits consisting of the services outlined in the proposal as defined in this article
- 4.02 Periodic Service
 - Services provided in each Servicing Agent's maintenance trip will include the following:
 - Inspect air cleaner
 - Check battery electrolyte levels and specific gravity
 - Test antifreeze and adjust
 - Clean battery terminals as necessary
 - Check coolant level
 - Check generator output voltage and adjust as necessary
 - Inspect belts and hoses as required
 - Emergency system operation without load transfer
 - Check engine heater operation
 - Frequency check/governor adjustment, as required
 - Check generator set for fuel, oil, coolant leaks
 - Check transfer switch and accessory operation (subject to owners approval and availability during service visit)
 - Check air intakes and outlets
 - Check engine alternator charge rates
 - Check transfer tank operation
 - Check engine and generator gauge and indicator operation
 - Drain exhaust line
 - Check generator set controller operation including shutdown functions
 - Inspect silencer
 - Perform engine checks per manufacturer's recommendations
 - Check battery charger operation and charge rate

PMA Quote No: PMA1021243

Customer Name: Warren County Commissioners

BUCKEYE POWER SALES CO., INC.

PLANNED MAINTENANCE AGREEMENT TERMS & CONDITIONS (continued)

- 4.03 **Annual Maintenance**
- Services provided in Servicing Agent's annual maintenance trip will include items listed in Section 4.02 and the following:
- Lube, oil and filter(s) change
- Fuel filter(s) change
- Engine tune-up with parts for gas or gasoline engines (per the manufacturer's service intervals) Additional pricing will apply if performed, by request of customer, outside of the manufacturer's recommended service intervals.
*Air filter and Battery replacement will be quoted at recommended intervals and invoiced at an additional charge. This charge is over and above the price of the Planned Maintenance Agreement unless otherwise specified and/or included in the Planned Maintenance Agreement.
- 4.04 This Planned Maintenance Agreement is not a guarantee of equipment availability.
- 4.05 **Load Bank Service (only if specified as "Additional Services")**
- Customer and Servicing Agent agree that a load bank test service will be provided annually for a period of time as stated in the proposal. Servicing Agent's load bank test will be performed utilizing portable resistive load banks at unity power factor. Test to be performed in accordance with usual and customary practice as defined by applicable code.
- 4.06 Servicing Agent agrees to perform Planned Maintenance to Customer's equipment in accordance with the Methods and Time Table set forth. No services or materials are under this Agreement unless specifically referred to herein.
- 4.07 **THIS AGREEMENT DOES NOT RELIEVE THE CUSTOMER OF PERIODICAL CHECKS AND TESTING AS OUTLINED IN THE MANUFACTURER'S SERVICE MANUAL.**

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

Resolution

Number 18-1348

Adopted Date August 28, 2018

APPROVE VARIOUS REFUNDS

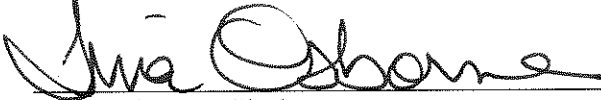
BE IT RESOLVED, to approve various refunds, as attached hereto and made a part hereof.

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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor /
Refunds file

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

Resolution

Number 18-1349

Adopted Date August 28, 2018

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

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

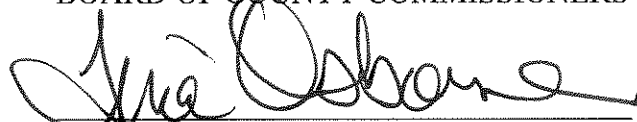
Veterans	\$2,598.37
Veterans	\$1,695.00
Veterans	\$3,600.00
BDD	\$5,736.10
BDD	\$6,865.20

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

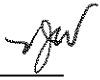
Mr. Young – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Veterans (file)

Resolution

Number 18-1350

Adopted Date August 28, 2018

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #08/21/2018 001, #08/21/2018 002, #08/21/2018 003, #08/21/2018 004, #08/21/2018 005, #08/21/2018 006, #08/21/2018 007, #08/23/2018 001, #08/23/2018 002, #08/23/2018 003, #08/23/2018 004, #08/28/2018 001, #08/28/2018 002, #08/28/2018 003, #08/28/2018 004, and #08/28/2018 005; said batches are attached hereto and made a part hereof.

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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

kh

cc: Auditor M

Resolution

Number 18-1351

Adopted Date August 28, 2018

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH WILSON FARMS DEVELOPMENT, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN WILSON FARMS, SECTION FIVE SITUATED IN FRANKLIN TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	18-014 (P/S)
Development	:	Wilson Farms, Section Five
Developer	:	Wilson Farms Development, LLC
Township	:	Franklin
Amount	:	\$129,827.52
Surety Company	:	Great American Insurance Co. (2556082)

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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No.

18-014 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Wilson Farms Development, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Great American Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Wilson Farms Subdivision, Section/Phase 5 (3) (hereinafter the "Subdivision") situated in Franklin (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$475,021.32, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$99,867.32; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$129,827.52 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$95,004.26 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

Wilson Farms Development, LLC

2610 Crescentville Road

West Chester, OH 45069

Ph. (513) 326 - 6000

D. To the Surety:

Great American Insurance Company

301 E. 4th Street

Cincinnati, OH 45202

Ph. (513) 412 - 9176

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: Wilson Farms Development, LLC

SURETY: Great American 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: Richard E Jones, Jr

SIGNATURE: Mary Beth Milling

PRINTED NAME: Richard E Jones, Jr

PRINTED NAME: Mary Beth Milling

TITLE: Sole Member

TITLE: Attorney-In-Fact

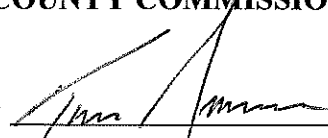
DATE: 8/17/2018

DATE: 8/17/2018

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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 18-1351, dated 8/28/18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Tom Grossman

TITLE: President

DATE: 8/28/18

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than TEN

No. 0 20930

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
MARK NELSON	LIZ OHL	ALL
MARY BETH MILLING	KAREN M. SPEED	\$100,000,000
RANDAL T. NOAH	JULIE SIEMER	
STELLA ADAMS	G. DALE DERR	
KATIE ROSE	CHRIS McATEE	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 14TH day of JUNE 2018

Attest

GREAT AMERICAN INSURANCE COMPANY



Steph L. C. B.
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 14TH day of JUNE, 2018, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 17th day of August, 2018.



Steph L. C. B.
Assistant Secretary

Resolution

Number 18-1352

Adopted Date August 28, 2018

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH WILSON FARMS DEVELOPMENT, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN WILSON FARMS SECTION FIVE SITUATED IN FRANKLIN TOWNSHIP

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

AGREEMENT

Bond Number	:	18-013 (W/S)
Development	:	Wilson Farms Section Five
Developer	:	Wilson Farms Development, LLC
Township	:	Franklin
Amount	:	\$32,370.00
Surety Company	:	Great American Insurance Co. (2556081)

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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

CGB

cc: Wilson Farms Development LLC, 2610 Cresentville Rd, West Chester, OH 45069
Great American Insurance Company, 301 E. 4th Street, Cincinnati, OH 45202
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

18-013 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between Wilson Farms Development, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Great American Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Wilson Farms **Subdivision, Section/Phase** FRANKLIN FIVE (3) (hereinafter the "Subdivision") situated in Franklin (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$323,692.00, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$0.00; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$0.00 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be ten percent (10%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within N/A years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$32,370.00 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

Wilson Farms Development, LLC

2610 Crescentville Road

West Chester, OH 45069

Ph. (513) 326 - 6000

D. To the Surety:

Great American Insurance Company

301 E. 4th Street

Cincinnati, OH 45202

Ph. (513) 412 - 9176

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

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

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

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

 Original Escrow Letter (attached)

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

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

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

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

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

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

DEVELOPER: Wilson Farms Development, LLC

SURETY: Great American 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: Richard E Jones, Jr

SIGNATURE: Mary Beth Milling

PRINTED NAME: Richard E Jones, Jr

PRINTED NAME: Mary Beth Milling

TITLE: Sole Member

TITLE: Attorney-in-Fact

DATE: 8/17/2018

DATE: 8/17/2018

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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 18-1352, dated 8/28/18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**


SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 8/28/18

RECOMMENDED BY:

By: 
SANITARY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than TEN

No. 0 20930

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
MARK NELSON	LIZ OHL	ALL
MARY BETH MILLING	KAREN M. SPEED	\$100,000,000
RANDAL T. NOAH	JULIE SIEMER	
STELLA ADAMS	G. DALE DERR	
KATIE ROSE	CHRIS McATEE	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 14TH day of JUNE 2018

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C B
Assistant Secretary

David C. Kitchen
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 14TH day of JUNE, 2018, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

17th day of August, 2018.



Atty L C B
Assistant Secretary

Resolution

Number 18-1353

Adopted Date August 28, 2018

APPROVE VARIOUS RECORD PLATS

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

- Wilson Farms Section Five – Franklin Township

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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

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

Resolution

Number 18-1354

Adopted Date August 28, 2018

APPROVE SUPPLEMENTAL APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND #293

BE IT RESOLVED, to approve the following supplemental appropriation adjustment within Warren County Sheriff's Office Fund #286:

\$1,000.00 into #293-2200-910 (Other Expenses)

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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor G
Supplemental App. file
Sheriff (file)

Resolution

Number 18-1355

Adopted Date August 28, 2018

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #101-1110 INTO EMERGENCY SERVICES #101-2850

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #101-1110 into Emergency Services Fund #101-2850 in order to process vacation leave payout for Makenzie Cotton former employee of Emergency Services:

\$ 2,093.00	from	#101-1110-882	(Commissioners – Vacation Leave Payout)
	into	#101-1250-882	(Emergency Services - Vacation Leave Payout)


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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Adjustment file
Emergency Services (file)
OMB

Resolution

Number 18-1356

Adopted Date August 28, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN DOG AND KENNEL FUND #206

BE IT RESOLVED, to approve the following appropriation adjustment in order to process a vacation payout for former employee Ted Osner:

\$830.00	from	#206-2700-114	(Overtime)
	into	#206-2700-882	(Vacation Pay Out)


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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. File
Dog & Kennel (file)
OMB

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

Resolution

Number 18-1357

Adopted Date August 28, 2018

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMON PLEAS COURT
PROBATION FUND #101-1223 INTO #101-1222, #101-1223, AND #101-1224

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 1,000.00	from #101-1223-400	(Purchased Services)
	into #101-1222-910	(Other Expense)
\$ 1,000.00	from #101-1223-400	(Purchased Services)
	into #101-1223-910	(Other Expense)
\$ 1,000.00	from #101-1223-400	(Purchased Services)
	into #101-1224-910	(Other Expense)


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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

Resolution

Number 18-1358

Adopted Date August 28, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUND #101-2200

BE IT RESOLVED, to approve the following appropriation adjustments:

\$100,000.00	from #101-2200-114	(Overtime)
	into #101-2200-320	(Capital Purchases)
\$80,000.00	from #101-2200-820	(Health Insurance)
	into #101-2200-320	(Capital Purchases)
\$80,000.00	from #101-2200-102	(Salaries)
	into #101-2200-320	(Capital Purchases)

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


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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 18-1359

Adopted Date August 28, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #101-2810

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 700.00 from #101-2810-210 (Office supplies/General)
 into #101-2810-855 (Clothing)


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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Telecom (file)

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

Resolution

Number 18-1360

Adopted Date August 28, 2018

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

BE IT RESOLVED, to approve the following appropriation adjustment:

\$475.00	from	#101-2850-210	(Office Supplies General)
	into	#101-2850-317	(Non Capital Purchases)

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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor JA
Appropriation Adjustment file
Emergency Services (file)

Resolution

Number 18-1361

Adopted Date August 28, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN THE WATER REVENUE FUND #510

WHEREAS, the Water and Sewer Department incurs costs for utilities; and

WHEREAS, appropriation adjustments are necessary to accommodate said costs; and

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

\$77,050.76 from #510-3209-3209-317 (Non Capital Purchases)
into #510-3200-3200-430 (Utilities)

\$89,797.80 from #510-3209-3209-400 (Purchased Services)
into #510-3200-3200-430 (Utilities)

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

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


Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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cc: Auditor 
Appropriation Adj. file
Water/Sewer (file)

Resolution

Number 18-1362

Adopted Date August 28, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN GARAGE FUND #619

BE IT RESOLVED, to approve the following appropriation adjustment:

\$9,650.00 from #619-1110-400 (Purchased Services)
 into #619-1110-317 (Non Capital Purchases)


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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Garage (file)

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

Resolution

Number 18-1363

Adopted Date August 28, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN TREASURER'S OFFICE FUND
#101-1130

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2,000.00	from	#101-1130-210	(Office Supplies)
	into	#101-1130-400	(Purchased Services)


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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Treasurer (file)

Resolution

Number 18-1364

Adopted Date August 28, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND #273

BE IT RESOLVED, to approve the following appropriation adjustment to process a vacation leave payout for Tameka Phillips:

\$168.26	from	#273-5100-102	(Regular Salaries)
	into	#273-5100-882	(Accum. Vacation Payout)

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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: Auditor h
Appropriation Adj. file
Children Services (file)
OMB

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

Resolution

Number 18-1365

Adopted Date August 28, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO FAIRGROUNDS CONSTRUCTION
PROJECT FUND #498

BE IT RESOLVED, to approve the following supplemental appropriation:

\$49,500.00 into #498-3740-317 (Purchased Services)


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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Supplemental Appropriation file
Fairgrounds (file)
OMB

Resolution

Number 18-1366

Adopted Date August 28, 2018

AUTHORIZE THE WARREN COUNTY PROSECUTOR'S OFFICE TO INITIATE CONTRACT NEGOTIATIONS FOR A WEB-BASED RECORD AND CASE MANAGEMENT SYSTEM

WHEREAS, this Board of County Commissioners (the "Board") on January 23, 2018 by Resolution Number 18-0055, authorized a request for proposals for a Prosecutor's Office Web Based Record and Case Management System; and

WHEREAS, after advertising the request for proposals for 30 days, the Warren County Prosecutor's Office received and reviewed proposals from several companies; and

WHEREAS, the Prosecutor's Office thoroughly reviewed each proposal, researched and investigated the various products by contacting and visiting other Prosecutors' Offices; interviewed some of the proposers, and evaluated and ranked the proposals based on the criteria and qualifications in the published Request for Proposals; and

WHEREAS, in accordance with Revised Code Section 307.862, and the procedures set forth in the published request for proposals, the Warren County Prosecutor has ranked Matrix Pointe Software, LLC as the firm that is the most advantageous to the Warren County Prosecutor's Office to provide a Web Based Record and Case Management System; and

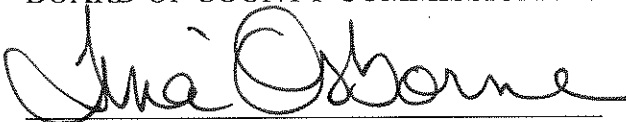
NOW THEREFORE BE IT RESOLVED, to authorize the Warren County Prosecuting Attorney to initiate negotiations for a record and case management system with Matrix Pointe Software, LLC. Should there be a failure to successfully negotiate a contract, then Warren County Prosecuting Attorney should report the same to the Board, and shall enter into negotiations with the firm ranked next most advantageous.

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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Prosecutor (file)
Project file
OMB Bid file

Resolution

Number 18-1367

Adopted Date August 28, 2018

ADVERTISE FOR PUBLIC HEARING FOR THE ASSESSMENT OF FAIR HOUSING AND ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING

BE IT RESOLVED, to advertise for the public hearing to present the draft of the Warren County Assessment of Fair Housing and Analysis of Impediments to Fair Housing, to be held Thursday, September 20, 2018, at 6:00 p.m., in the County Commissioners' Meeting Room; and

BE IT FURTHER RESOLVED, to direct the Clerk to publish notice of said hearing in Today's Pulse newspaper, in accordance with US Department of Housing and Urban Development guidelines.

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

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

Resolution adopted this 28th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: OGA (file)