

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

Resolution

Number 18-0304

Adopted Date March 06, 2018

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

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

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

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: OMB (file)
OMB – Sue Spencer

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

Resolution

Number 18-0305

Adopted Date March 06, 2018

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

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


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

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

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

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: OMB (file)
OMB – Sue Spencer

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

Resolution

Number 18-0306

Adopted Date March 06, 2018

ACCEPT RESIGNATION OF RACHEL PYLE, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE MARCH 16, 2018

BE IT RESOLVED, to accept the resignation, of Rachel Pyle, Emergency Communications Operator within the Warren County Emergency Services Department, effective March 16, 2018.

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

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

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)
Rachel Pyle's Personnel File
OMB – Sue Spencer
Tammy Whitaker

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

Resolution

Number 18-0307

Adopted Date March 06, 2018

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO LAUREN CAVANAUGH, DIRECTOR, WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES DEPARTMENT, HUMAN SERVICES DIVISION

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Lauren Cavanaugh, Director; and

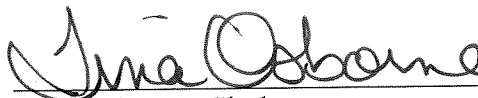
NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for Lauren Cavanaugh, for a personal illness not to exceed twelve (12) weeks; pending further documentation from Ms. Cavanaugh's physician.

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

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

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
L. Cavanaugh's FMLA file
OMB – Sue Spencer

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

Resolution

Number 18-0308

Adopted Date March 06, 2018

HIRE JULIE ARROWOOD AS AN ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to hire Julie Arrowood, as an Eligibility Referral Specialist II, within the Warren County Department of Job and Family Services, Human Services Division, full-time, 40 hours per week, Pay Grade 6, \$14.63 per hour, under the Warren County Job and Family Service, Human Services compensation plan, effective March 26, 2018, subject to a negative drug screen and a 365-day probationary period.

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

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

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
Julie Arrowood's Personnel file
OMB – Sue Spencer

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

Resolution

Number 18-0309

Adopted Date March 06, 2018

HIRE REBECCA COLDIRON AS AN ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

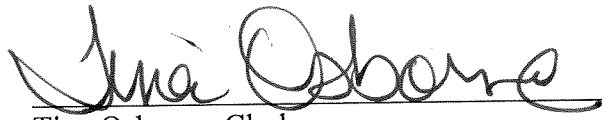
BE IT RESOLVED, to hire Rebecca Coldiron, as an Eligibility Referral Specialist II, within the Warren County Department of Job and Family Services, Human Services Division, full-time, 40 hours per week, Pay Grade 6, \$14.63 per hour, under the Warren County Job and Family Service, Human Services compensation plan, effective March 26, 2018, subject to a negative drug screen and a 365-day probationary period.

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

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

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Human Services (file)
Rebecca Coldiron's Personnel file
OMB – Sue Spencer

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

Resolution

Number 18-0310

Adopted Date March 06, 2018

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

BE IT RESOLVED, to hire Shannon Oxley, as an Unit Support Worker II, within the Warren County Department of Job and Family Services, Human Services Division, full-time, 40 hours per week, Pay Grade 2, \$12.43 per hour, under the Warren County Job and Family Service, Human Services compensation plan, effective March 26, 2018, subject to a negative drug screen and check and a 365-day probationary period.

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

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

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
Shannon Oxley's Personnel file
OMB – Sue Spencer

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

Resolution

Number 18-0311

Adopted Date March 06, 2018

**APPROVE REAPPOINTMENTS TO OHIO PUBLIC WORKS COMMISSION DISTRICT 10
INTEGRATING COMMITTEE**

BE IT RESOLVED, to approve the following reappointments to the Ohio Public Works
Commission District 10 Integrating Committee (3 year terms):

Neil Tunison, County Engineer term to expire May 31, 2021
Dominic Brigano, Engineer's Office – alternate

Stan Williams, Regional Planning Commission term to expire May 31, 2021
Sharon Coffman, Regional Planning Commission – alternate

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

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

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Appointments file
Appointees
Issue 2 file
Engineer (file)
RPC (file)
LibbyLB@MUohio.edu

Resolution

Number 18-0312

Adopted Date March 06, 2018

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH RIPPE INVESTMENTS II, LLC FOR THE BUTTERWORTH ROAD EMBANKMENT STABILIZATION PROJECT

WHEREAS, in order to improve the public safety of Butterworth Road an embankment stabilization project is to be constructed, and it is necessary to enter onto the properties parcel #16-09-400-003 located at 8600 Butterworth Road, Maineville, OH 45039 which is owned by Rippe Investments II, LLC, Grantor; and

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

1. Remove trees, trim tree limbs and/or brush as necessary for construction of the project.
2. Excavate, as necessary.
3. Stabilize embankment with soil nails.
4. Apply shotcrete and install drains.
5. When weather permits, seed and straw any disturbed area.

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

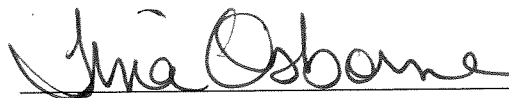
NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Rippe Investments II, LLC., for the Butterworth Road Embankment Stabilization Project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Rippe Investments II, LLC
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Rippe Investments II, LLC, an Ohio corporation for profit, whose tax mailing address is 8041 Hosbrook Road, Suite 206, Cincinnati, Ohio 45236 (hereinafter the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

Witnesseth:

In order to improve the public safety of Butterworth Road a roadway embankment stabilization project is to be constructed. In order to construct the project it is necessary to enter onto property owned by Grantor. The subject real estate is located at 8600 Butterworth Road, Maineville, Ohio 45039, identified as Parcel #16-09-400-0030. Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove trees, trim tree limbs, and/or brush as necessary for construction of the project.
2. Excavate, as necessary.
3. Stabilize embankment with soil nails.
4. Apply shotcrete and install drains.
5. When weather permits, seed and straw any disturbed area.

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

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

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

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IN EXECUTION WHEREOF, Mark A Rippe
Member (name, title) for Rippe Investments II, LLC, an Ohio corporation for profit, pursuant to the authority granted to him by the corporation to execute this Agreement on behalf the Grantor herein, has hereunto set his hands on the date stated below.

Grantor:
Rippe Investments II LLC
Name: Mark A Rippe
Title: Member
Date: 2/21/18

STATE OF Ohio, COUNTY OF Hamilton, ss.

BE IT REMEMBERED, that on this 21st day of February, 2018, before me, the subscriber, a Notary Public in and for said state, personally came Mark A Rippe
Member (name, title) for Rippe Investments II LLC, an Ohio corporation for profit, being the Grantor in the foregoing Agreement, and pursuant to the authority granted to him by the corporation and while acting in his official capacity on behalf of Grantor, he did acknowledge the signing thereof to be his voluntary act and deed.

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



CAPRICE A. HAIGHT
Notary Public, State of Ohio
My Commission Expires
September 22, 2019

Notary Public: Caprice A Haight
My commission expires: 9-22-2019

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by David B Young, its Vice President on the date stated below, pursuant to Resolution Number 18-0312, dated 3/16/18

Grantee:

Signature: [Signature]

Printed Name: David B Young

Title: Vice President

Date: 3/16/18

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 6 day of March, 2018 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be David B Young, Vice President of the Warren County Board of County Commissioners, being the **Grantee** in the foregoing Agreement, and acknowledged the signing thereof to be his voluntary act and deed, and pursuant to the Resolution authorizing him to act.

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



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

Notary Public: [Signature]

My commission expires: 12/26/22

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]

Adam Nice, Assistant Prosecutor
500 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1782
Fx. (513) 695-2962
Email: Adam.Nice@co.warren.oh.us

Resolution

Number 18-0313

Adopted Date March 06, 2018

AUTHORIZE COUNTY ENGINEER TO EXECUTE LPA (LOCAL PUBLIC AGENCY) FEDERAL LOCAL – LET PROJECT AGREEMENT WITH OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE KING AVENUE BRIDGE #282-0.97 OVER LITTLE MIAMI RIVER IMPROVEMENTS PROJECT (PID # 106724)

WHEREAS, the Warren County Engineer determined that a new bridge on King Avenue needed to be constructed to provide a safe, long term crossing over the Little Miami River while improving the safety of the adjacent roadway; and

WHEREAS, the project will be designed and constructed based on the Preferred Alternative 3 as displayed at the Public Involvement Meeting for the project on April 25, 2017; and

WHEREAS, in 2017 the Warren County Engineer applied for and received Federal LBR (Local Bridge Replacement Program) Funding administered by ODOT for the road and bridge improvements on King Avenue and Grandin Road near the Little Miami River (King Avenue Bridge #282-0.97 Over Little Miami River Improvements Project - PID # 106724) to be constructed and funded in 2022; and

WHEREAS, it is necessary to enter into a Local Public Agency Federal Local –Let Project Agreement with ODOT in order for the County Engineer to bid out and complete the construction of the project and for ODOT to reimburse the County Engineer for the Federal LBR share of the project costs, which is 80% of the eligible costs, up to a maximum of \$5,000,000; and

NOW THEREFORE BE IT RESOLVED, to authorize the County Engineer to execute a LPA (Local Public Agency) Federal Local – Let Project Agreement (Agreement # 31854 - as attached hereto and made a part hereof) with ODOT for the King Avenue Bridge #282-0.97 Over Little Miami River Improvements Project (PID # 106724); copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – ODOT
Engineer (file)
Project file
Auditor – B. Quillen

WAR CR 282 0.97 King Avenue Bridge Replacement

COUNTY-ROUTE-SECTION

106724

PID NUMBER

31854

AGREEMENT NUMBER

784327608

DUNS NUMBER

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the **Warren County Engineer's Office**, hereinafter referred to as the LPA, **210 West Main Street, Lebanon, OH 45036**.

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The **replacement of the King Avenue bridge over the Little Miami River** (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
 - a. Section 5501.03(D) of the ORC;
 - b. ODOT Locally Administered Transportation Projects, Manual of Procedures;
 - c. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
 - d. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT);
 - e. 2 CFR Part 200; and
 - f. Federal Funding Accountability and Transparency Act (FFATA)
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

Revision Date 12/28/2017

3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be **\$8,941,000** as set forth in Attachment 1. ODOT shall provide to the LPA **80 percent** of the eligible costs, up to a maximum of **\$5,000,000** in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.
- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.
- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication). Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: www.dot.state.oh.us/drrc/Pages/default.aspx
- 4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the PROJECT Design Engineer and serve as the LPA's principal representative for attending to PROJECT responsibilities, or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at www.dot.state.oh.us/CONTRACT. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the project.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a NOI to Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-Let LPA projects, they may use an alternative post-construction BMP criteria with Ohio EPA approval.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant

for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that, if any property acquired for this project is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this project that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
7. ADVERTISING, SALE AND AWARD
- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials.

ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.

- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100 percent locally-funded work product within this agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100 percent locally-funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC Section 9.24, that the contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html>. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the project. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the project comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA is requests reimbursement, it must provide documentation of payment for the PROJECT costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA. When the LPA is requesting a direct payment to its Contractor, the LPA must provide documentation that the LPA has paid its share of the PROJECT costs.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the

termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.

- 8.7 Payment or reimbursement to the LPA shall be submitted to:

**Neil F. Tunison, P.E., P.S.
Warren County Engineer
210 West Main Street
Lebanon, OH 45036**

- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.
- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within 6 months of the physical completion date of the project. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6 month period may result in closeout of the project and loss of eligibility of any remaining Federal and or State funds.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the project, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.
- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this project for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the ORC.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State

funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.

GOOD FAITH EFFORTS (GFEs)

In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.

The Contractor shall demonstrate its GFEs by submitting information including but not limited to the following to the LPA:

- (1) All written quotes received from certified DBE firms;
- (2) All written (including email) communications between the Contractor and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;
- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

The LPA will send the GFE documentation including their recommendation to ODOT at the following address:

Office of Small & Disadvantaged Business Enterprise
The Ohio Department of Transportation
1980 West Broad Street, Mail Stop 3270
Columbus, Ohio 43223

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Contractor has made adequate good faith efforts to meet the goal. ODOT will review the GFE documentation and the LPA's recommendation and issue a written determination on whether adequate GFEs have been demonstrated by the Contractor.

The Contractor may request administrative reconsideration within two (2) days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation
Division of Chief Legal Counsel
1980 West Broad Street, Mail Stop 1500
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable.

ODOT may issue sanctions if the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort. ODOT may impose any of the following sanctions:

- (a) letter of reprimand;
- (b) contract termination; and/or
- (c) other remedies available by law including administrative suspension.

Factors to be considered in issuing sanctions include, but are not limited to:

- (a) the magnitude and the type of offense;
- (b) the degree of the Consultant's culpability;
- (c) any steps taken to rectify the situation;
- (d) the Contractor's record of performance on other projects including, but not limited to:
 - (1) annual DBE participation over DBE goals;
 - (2) annual DBE participation on projects without goals;
 - (3) number of complaints ODOT has received from DBEs regarding the Contractor; and,
 - (4) the number of times the Contractor has been previously sanctioned by ODOT; and,
- (e) Whether the Contractor falsified, misrepresented, or withheld information.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:

(1) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

(2) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(3) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation

made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

(4) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the LPA under the contract until the LPA complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs (1) through (5) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.

11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.

12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.

12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director

and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.

- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

- 14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

Neil F. Tunison, P.E., P.S.
Warren County Engineer
210 West Main Street
Lebanon, OH 45036

If to ODOT:

Tammy K. Campbell, P.E
District 8 Deputy Director
505 South State Route 741
Lebanon, OH 45036

15. GENERAL PROVISIONS

- 15.1 Recovery of Direct Labor, Overhead, and/or Fringe Costs:

To be eligible to recover any costs associated with the LPA's internal labor forces used on this project, the LPA shall make an appropriate selection below:¹

1. Direct Labor only (no indirect cost recovery for fringe benefit or overhead costs)
2. Direct Labor plus indirect costs determined using the Federal De Minimis Indirect Cost Rate²
3. Direct Labor plus Approved Fringe Benefit Costs (fringe benefits only)³
4. Direct Labor plus indirect costs determined using the approved applicable Cost Allocation Plan rate⁴
5. No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

For any labor costs to be eligible for reimbursement with Federal and State funds, the LPA shall meet all timekeeping requirements outlined in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers⁵ and related supplementary guidance, as

¹ **Note:** If a timely election is not made at the time of contract execution, the cost recovery method will default to Option 5: No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

² The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. Regardless of whether the LPA prepares a CAP or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs and associated indirect costs only if such costs are accumulated, tracked, and allocated in accordance with such systems. Before an LPA is eligible to elect the de minimis rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. To obtain this approval, LPAs will be required to complete an Internal Control Questionnaire (ICQ), and LPAs with compliant time-tracking systems will be granted approval (be prequalified) to apply the de minimis rate.

³ Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

⁴ Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

⁵ Question and Answer guidance can be found at the following web address:

[http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/Locallet%20Manual/LPA%20Questions%20and%20Answers%20Re%202%20CFR%20200%20\(latest\)%20\(2\).pdf](http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/Locallet%20Manual/LPA%20Questions%20and%20Answers%20Re%202%20CFR%20200%20(latest)%20(2).pdf)

applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall follow 2 CFR Part 200 and the LATP Manual of Procedures.

- 15.2 **Financial Reporting and Audit Requirements:** The LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200.

The LPA must submit performance reports at the interval required by the Federal awarding agency and pass-through entity. Annual reports must be due 90 calendar days after the reporting period; quarterly and semi-annual reports must be due 30 calendar days after the reporting period. Alternatively, ODOT may require annual reports before the anniversary dates of multiple year Federal awards.⁶

LPAs that expend \$750,000 or more in the LPA's fiscal year in Federal awards must have a Single Audit, or program-specific audit, conducted for that year in accordance with 2 CFR §200.501.

Federal and State funds expended to or on behalf of a subrecipient must be recorded by the subrecipient (LPA). The LPA is responsible for tracking these payments throughout the life of the project in order to ensure an accurate Schedule of Expenditures of Federal Award (hereinafter referred to as *Schedule*) is provided for 20.205 funding. The LPA must identify each ODOT PID and/or Project and the corresponding expenditures on its Schedule separately. LPAs are responsible for ensuring funds related to this PROJECT are reported when the activity related to the Federal award occurs.⁷ The LPA is required to report its own expenditures, in addition to any expenditures made by ODOT for the project in the applicable Schedule when the expenditure was made. When a Schedule is not accurately reported for the project, the LPA will be required to make corrections to past, current, and possibly future Schedules and Audit Reports to ensure Federal funds are accurately reported in the correct fiscal year matching the project expenditure. The LPA is required to report all Federal funds received, or expended on its behalf, regardless to differences in the LPA expenditure date and ODOT reimbursement date.

- 15.3 **Record Retention:** The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.4 **Ohio Ethics Laws:** LPA agrees that it they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.

⁶ See 2 CFR §200.328.

⁷ Per 2 CFR §200.502

- 15.5 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.6 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.7 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.8 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.9 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.10 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: WARREN COUNTY

**STATE OF OHIO
DEPARTMENT OF TRANSPORTATION**

By: Neil F. Tunison
Neil F. Tunison, P.E., P.S.
Title: Warren County Engineer

By: Jerry Wray
Jerry Wray
Director

Date: 3/8/2018

Date: 3/12/18

APPROVED AS TO FORM
Adam M. Nice
Adam M. Nice
Asst. Prosecuting Attorney

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

| USES | LPA FUNDS | | | FHWA FUNDS | | | STATE FUNDS | | | TOTAL |
|--|-------------|-----|------|-------------|----|------|-------------|---|-----|-------------|
| | Amount | % | SAC | Amount | % | SAC | Amount | % | SAC | |
| PRELIMINARY DEVELOPMENT | | 100 | | | 0 | | | | | |
| FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS | | 100 | | | 0 | | | | | |
| ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION | | 100 | | | 0 | | | | | |
| PROJECT CONSTRUCTION COSTS | \$1,250,000 | 20 | LNTF | \$5,000,000 | 80 | 4B87 | | | | \$6,250,000 |
| ADD'L CONSTRUCTION COSTS | \$2,691,000 | 100 | LNTF | | 0 | | | | | \$2,691,000 |
| INSPECTION | | 100 | | | 0 | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| TOTALS | \$3,941,000 | | | \$5,000,000 | | | | | | \$8,941,000 |

WAR CR 282 0.97 King Avenue Bridge Replacement

COUNTY-ROUTE-SECTION

106724

PID NUMBER

31854

AGREEMENT NUMBER

DUNS NUMBER

Attachment 2

DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (subrecipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We _____ request that all payments for the Federal/State share of the construction costs of this agreement performed by _____ be paid directly to _____.

Contractor Name:
Oaks Vendor ID:
Mailing Address:

LPA signature

LPA Name:
Oaks Vendor ID:
Mailing Address:

Approved, ODOT signature

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

Resolution

Number 18-0314

Adopted Date March 06, 2018

ADVERTISE FOR BIDS FOR THE STATE ROUTE 741 ROAD IMPROVEMENTS ALONG THE ESTATES OF KEEVER CREEK SUBDIVISION FRONTAGE IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, to advertise for bids for the State Route 741 Road Improvements along The Estates of Keever Creek Subdivision Frontage in Turtlecreek Township for the County Engineer; 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 Website, beginning the week of March 11, 2018; bid opening to be March 27, 2018 @ 9:05 a.m.

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

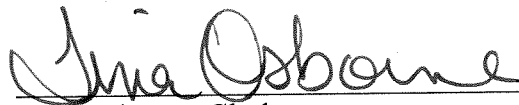
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

EH\

cc: Engineer (file)
OMB Bid file

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

Resolution

Number 18-0315

Adopted Date March 06, 2018

APPROVE NOTICE OF INTENT TO AWARD BID TO R.B. JERGENS CONTRACTORS, INC.
FOR THE TYLERSVILLE ROAD IMPROVEMENT PROJECT

WHEREAS, bids were closed at 9:05 a.m., February 27, 2018, and the bids received were opened and read aloud for the Tylersville Road Improvement Project and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Dominic Brigano, Warren County Engineer's Office, R.B. Jergens Contractors, Inc. has been determined to be the lowest and best bidder;

NOW THEREFORE BE IT RESOLVED, upon recommendation of Neil F. Tunison, that it is the intent of this Board to award the bid to R.B. Jergens Contractors, Inc., 11418 North Dixie Drive, Vandalia, Ohio, for a total bid price of \$203,482.30; and

BE IT FURTHER RESOLVED, that the Vice 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. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

EH\

cc: Engineer (file)
OMB Bid file

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

Resolution

Number 18-0316

Adopted Date March 06, 2018

APPROVE ADDENDUM TO AGREEMENT FOR POLICE PROTECTION WITH SOUTH LEBANON, ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE

BE IT RESOLVED, to approve Addendum to Agreement for Police Protection with South Lebanon, on behalf of the Warren County Sheriff's Office as attached hereto and made a part hereof.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – South Lebanon (file)
Sheriff (file)

**Addendum to Agreement
For Police Protection**

WHEREAS, the parties entered into an agreement for Police Protection (the Agreement) on August 24, 1998; and

WHEREAS, the parties have extended the terms of the Agreement by mutual consent, pursuant to the terms of the Contract; and

WHEREAS, the parties recognize that the police protection needs of the Village of South Lebanon have changed since the original draft of this agreement;

NOW, THEREFORE, the parties agree to amend the agreement for police protection as follows:

1. The Sheriff will provide five (5) full-time Sheriff's Deputies to provide police protection within the Village and
2. The Warren County Commissioners have agreed to pay for one deputy assigned to the Village of South Lebanon Sheriff's Office Post. The Sheriff's Office personnel assigned to the South Lebanon Post will also Patrol the unincorporated Union Township area. Payment for a Deputy in subsequent years of this Agreement shall be negotiated on a year by basis; however in the event that the Warren County Commissioners discontinue paying for one (1) Deputy assigned to the South Lebanon Post, the South Lebanon Post personnel will no longer patrol the unincorporated Union Township area on behalf of Warren County.
3. The Village, in consideration of the provisions of police protection, shall pay the Sheriff, through the Warren County Auditor, for four (4) of the aforementioned five (5) Deputies.
4. The Village of South Lebanon shall pay for all vehicles, equipment, fuel and the maintenance of the South Lebanon Post facility.

All remaining items of the Agreement for Police Protection will remain in full force and effect until January 1, 2019, unless amended by written agreement of the parties.

By


Larry L. Sims
Warren County Sheriff

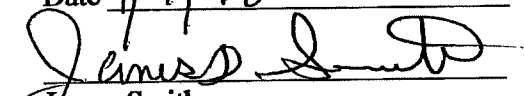
12-5-17
Date

Page 2


South Lebanon Agreement

By Ordinance Number 2018-3 of the Village of South Lebanon, Ohio

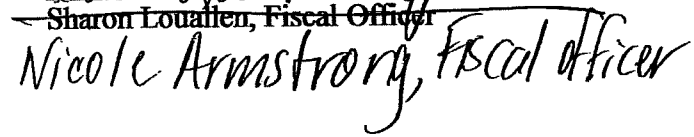
Date 1/4/18


James Smith
Mayor

1/4/18
Date


Sharon Louallen, Fiscal Officer

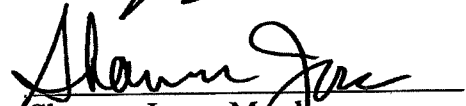
1/4/18
Date

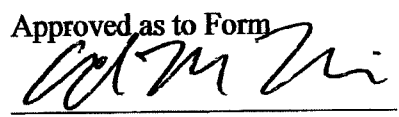

Nicole Armstrong, Fiscal Officer

Warren County Commissioners:

Tom Grossmann, President


Dave Young, Vice President


Shannon Jones, Member

Approved as to Form

Adam M. Nice
A.P.A. #0082728

Resolution

Number 18-0317

Adopted Date March 06, 2018

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

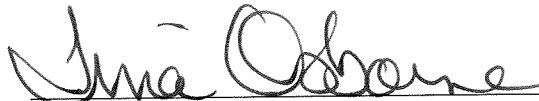
BE IT RESOLVED, to approve and enter into Adoption Assistance Agreements with [REDACTED] on behalf of Ohio Department of Job & Family Services Children Services Division. Copy of agreements attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc:

[REDACTED]
Children Services (file)

Resolution

Number 18-0318

Adopted Date March 06, 2018

APPROVE AND AUTHORIZE THE VICE PRESIDENT OF THE BOARD TO ENTER INTO A MEMORANDUM OF UNDERSTANDING ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

NOW THEREFORE BE IT RESOLVED, to approve and authorize the Vice President of the Board to enter into a Memorandum of Understanding with the following party, as attached hereto and made part hereof:

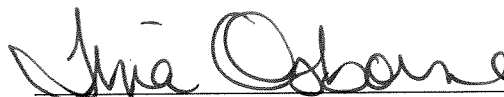
Salem Township Public Library
535 W. Pike St
Morrow, Ohio 45152

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

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

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – OhioMeansJobs
OhioMeansJobs (file)

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 6th day of March, 2018, by and among Warren County Board of Commissioners on behalf of OhioMeansJobs Warren County (hereinafter referred to as "OMJ Warren"), 300 East Silver St, Lebanon, Ohio 45036, and Salem Township Public Library, 535 W. Pike St, Morrow, Ohio 45152 (hereinafter referred to as "STPL").

WHEREAS, a Memorandum of Understanding between OMJ Warren and STPL is needed to delineate roles and responsibilities for OMJ Warren and STPL in the provision of job readiness and job seeking skills for OMJ Warren and STPL customers;

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

ROLES AND RESPONSIBILITIES OF PARTICIPATING AGENCIES

OMJ WARREN AGREES TO:

- Attend STPL staff meetings in order to provide staff training in the areas of job-seeking, resume creation, and interviewing skills
- Routinely share current labor market information
- Routinely share the OMJ Events Calendar that highlights upcoming hiring events and training opportunities.
- Invite a representative of the STPL staff to attend OMJ partner meetings.

STPL AGREES TO:

- Consider unpaid work interns that the STPL branches
- Attend OMJ Partner meetings to train OMJ partners on the services provided at the local library branches.
- Consider attending hiring events when the STPL has hiring needs
- Link OMJ job and service information on the STPL website
- Consider hosting job fairs on-site at STPL

CONFIDENTIALITY STATEMENT

The parties of the Memorandum of Understanding (MOU) agree to honor the confidentiality of all information they are subject to through the implementation of the MOU. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirement of any of the parties collecting, receiving or sharing information, and will remain in effect beyond the termination or expiration of the MOU.

LIABILITY

Each party of the Memorandum of Understanding (MOU) agrees to be responsible for any negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this MOU shall impute or transfer any such responsibility from one to the other.

CONFLICT RESOLUTION

The parties of this Memorandum of Understanding (MOU) shall first attempt to resolve all disputes informally. Should informal resolution efforts fail, any party may call a meeting of all parties to discuss and resolve disputes. If a resolution cannot be reached between the parties, the dispute shall be referred to County Administration for resolution.

AVAILABILITY OF FUNDS

This MOU is conditioned upon the availability of federal, state, or local funds which are appropriated or allocated for payment of the proposed services. If, during the duration of the MOU, the funds are not allocated and available for the proposed services as projected here within, the MOU will terminate concurrent with the notice of reduction/termination of funding.

TERMS AND CONDITIONS

1. The Memorandum of Understanding (MOU) shall be in effect on _____, 2018 and remain in effect until June 30, 2019, with two (2) one-year option renewals.
2. The Memorandum of Understanding (MOU) may be modified at any time by written agreement of the parties.
3. Any party of this Memorandum of Understanding (MOU) may terminate its participation on the collaborative project upon submission of a thirty (30) day notice of termination.

SEVERABILITY

If any part of the MOU is found to be null and void, or is otherwise stricken, the rest of the MOU shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates as indicated below.

APPROVED AS TO FORM

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

WARREN COUNTY

Tom Grossmann, President
Warren County Board of Commissioners
David G. Young, Vice President
Date 3/6/18

SALEM TOWNSHIP PUBLIC LIBRARY

Jenni Short
Jenni Short, Director
Date 2-27-2018

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

Resolution

Number 18-0319

Adopted Date March 06, 2018

AUTHORIZE VICE PRESIDENT OF THE BOARD TO SIGN PERMIT APPLICATION FROM THE OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL FOR AN EVENT AT THE WARREN COUNTY FAIRGROUNDS

WHEREAS, the Warren County Agricultural Society has authorized the Monarch Market Affair event to be hosted at the Warren County Fairgrounds on March 23, 2018; and

NOW THEREFORE BE IT RESOLVED, to authorize the Vice President of the Board to sign an F-2 Permit Application from the Ohio Department of Commerce, Division of Liquor Control, behalf of the Warren County Agricultural Society for the Monarch Market Affair; copy of said application is attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Warren County Agricultural Society (file)
C/A—Ohio Department of Commerce, Division of Liquor Control

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

Resolution

Number 18-0320

Adopted Date March 06, 2018

AUTHORIZE VICE PRESIDENT OF THE BOARD TO SIGN PERMIT APPLICATION FROM THE OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL FOR A FUNDRAISING EVENT AT THE WARREN COUNTY FAIRGROUNDS

WHEREAS, the Lebanon Symphony Orchestra and Chorus is holding an event at the Warren County Fairgrounds on April 28, 2018, and are working in cooperation with the Brewhaha Festival in order to raise funds; and

NOW THEREFORE BE IT RESOLVED, to authorize the Vice President of the Board to sign an F-2 Permit Application from the Ohio Department of Commerce, Division of Liquor Control, on behalf of the Lebanon Symphony Orchestra and Chorus for the purpose of obtaining a liquor license during the Brewhaha event being held at the Warren County Fairgrounds; copy of said application is attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Warren County Agricultural Society (file)
David Donovan
C/A—Ohio Department of Commerce, Division of Liquor Control

Resolution

Number 18-0321

Adopted Date March 06, 2018

ENTER INTO MASTER EQUIPMENT PURCHASE AGREEMENT WITH CURVATURE INC. ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, the department has a need to purchase products or equipment to support current public safety operations; and

WHEREAS, Curvature Inc. requires a master equipment purchase agreement prior to actual purchases being made;

NOW THEREFORE BE IT RESOLVED, to enter into a master equipment purchase agreement with Curvature, Inc. on behalf of Warren County Telecommunications; as attached hereto and a part hereof.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

MASTER EQUIPMENT PURCHASE AGREEMENT

This Master Equipment Purchase Agreement (this "Agreement") is made this 16th day of February, 2018 by and between Warren County Telecom, with an office at TELECOMMUNICATIONS DEPT. 500 JUSTICE DRIVE, LEBANON, OH 45036 ("Buyer"), and Curvature, Inc., with an office at 10420 Harris Oaks Blvd, Suite C, Charlotte, NC 28269, on behalf of itself and its affiliates ("Curvature").

WHEREAS, Buyer desires to purchase from Curvature, and Curvature desires to sell to Buyer, the Equipment (as defined below) upon the terms and conditions set forth herein.

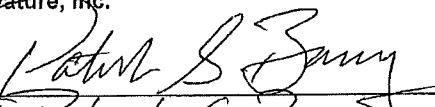
NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual representations, warranties, covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. General. This Agreement shall apply to the purchase and sale of all products and equipment sold by Curvature to Buyer (collectively, "Equipment") as specified and evidenced in purchase orders executed by Buyer and accepted by Curvature from time to time (each, a "Purchase Order" and collectively, the "Purchase Orders"). The terms and conditions of this Agreement are hereby incorporated into each Purchase Order. To the extent a Purchase Order provides conflicting terms to this Agreement, the terms of this Agreement shall prevail.
2. Sale of Equipment. Buyer agrees to buy from Curvature, and Curvature agrees to sell to Buyer, the Equipment as described in the applicable Purchase Order.
3. Prices and Payments; Taxes. The agreed upon price for the Equipment will be set forth in the applicable Purchase Order and the corresponding invoice generated by Curvature based on such Purchase Order (each an "Invoice"). Buyer shall be responsible for all shipping charges, and any applicable taxes (e.g. sales tax, VAT, GST), fees, duties, levies, or similar charges imposed by any governmental authority relating to the purchase of the Equipment (except for any taxes based on Curvature's income). The shipping charges and applicable taxes will also be set forth on the Invoice. Payment shall be due 30 days from receipt of Invoice unless stated otherwise on the Invoice. Amounts not paid when due shall bear interest at the rate of 1.5% per month (18% per annum) or the highest rate allowed under applicable law, whichever is lower. All payment obligations are absolute and are not subject to counterclaim or setoff.
4. Shipment, Title and Risk of Loss. Title to and risk of loss of the Equipment shall pass to Buyer upon delivery of the Equipment to Buyer at its designated shipping address. All delivery dates are approximate. Curvature will deliver in one shipment when possible, but reserves the right to make delivery in installments.
5. Inspection and Acceptance of Equipment. Failure to reject the Equipment due to material non-conformance to this Agreement or the applicable Purchase Order, or any specifications contained therein, within seven (7) days after delivery constitutes acceptance of the Equipment by Buyer.
6. Warranty and Return Policy. Curvature's limited warranty on the Equipment can be found at <https://www.curvature.com/PoliciesAndWarranty#Warranty> and Curvature's return policy for the Equipment can be found at <https://www.curvature.com/PoliciesAndWarranty#ProductReturns>.
7. Disclaimer; Limitation of Liability. THE ABOVE LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND CURVATURE DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES. THE REMEDY OF REPAIR, REPLACEMENT OR REFUND, AS SELECTED BY CURVATURE, WILL BE THE EXCLUSIVE AND SOLE REMEDY OF BUYER WITH RESPECT TO ANY DEFECTIVE EQUIPMENT. CURVATURE SHALL NOT BE LIABLE TO BUYER, WHETHER IN CONTRACT, TORT OR OTHERWISE, (A) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, OR LOST PROFITS (EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), OR (B) IN AN AMOUNT GREATER THAN THE TOTAL AMOUNT PAID TO CURVATURE BY BUYER FOR THE EQUIPMENT GIVING RISE TO SUCH LIABILITY.
8. Export Restrictions. All Equipment is exported in accordance with the United States Export Administration Act of 1979 as amended, the United States Export Administration Regulations ("EAR"), EU Regulation 428/2009, Singapore's Strategic Goods Control Act and all other applicable laws and regulations and international treaties and agreements (collectively, the "Applicable Laws"), and any diversion or re-export by Buyer contrary to the Applicable Laws is strictly prohibited. Buyer hereby agrees that it will strictly comply with the Applicable Laws. In furtherance of the foregoing, Buyer shall neither sell nor transfer any Equipment to: (a) any person, company or other entity if Buyer knows or has reason to know that the Equipment will be re-exported, sold or otherwise transferred in violation of the Applicable Laws; (b) any person, company or other entity appearing on any of the EAR lists of prohibited persons or entities, including but not limited to the Table of Denial Orders, or the Specially Designated Nationals List administered by the U.S. Treasury Department Office of Foreign Assets Control; (c) any person, company or other entity located in Cuba, Iran, North Korea, Sudan, Syria or any other country where US-origin items, software or technology may not be exported under the EAR, from time to time; or (d) any person, company or other entity if Buyer knows that such Equipment is for use in connection with design, development, production, stockpiling or use of nuclear, chemical or biological weapons or missile delivery systems for these weapons, or at a facility at which such activities are taking place. Buyer agrees to indemnify and hold harmless Curvature against any claim, demand, action, proceeding, judgment, penalty, fine, loss, liability, cost or expense (including reasonable attorneys' fees) suffered or incurred by Curvature, and arising out of or relating to any violation, or alleged violation, by Buyer or any of its customers of the Applicable Laws.


9. Term and Termination. This Agreement will become effective when it has been executed by both parties and will continue in force thereafter until terminated in accordance with the provisions hereof. Either party may terminate this Agreement upon written notice to the other party if there are no outstanding Purchase Orders in effect as of the date of such termination. All provisions of this Agreement that by their sense or nature should survive termination of this Agreement (including, without limitation, all limits of liability, indemnity obligations, and confidentiality obligations) shall survive termination.
10. Independent Contractor. Nothing in this Agreement is intended to create a partnership, joint venture, or agency relationship between Buyer and Curvature and neither Buyer nor Curvature shall be considered an agent, representative or partner of the other or otherwise have the authority to bind the other party.
11. Assignment and Waiver. This Agreement is made solely for the benefit of Buyer and Curvature and their respective successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement. The waiver of a provision, covenant, condition or right, or an extension of time, will be effective only if made in writing, and will not be construed as a subsequent waiver of the same or any other provision, covenant, condition or right, or an extension of any other time.
12. Force Majeure. If either party fails to perform its obligations under this Agreement because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform ("Force Majeure Event"), then that party's failure to perform shall be excused until such time as the Force Majeure Event has ended.
13. Entire Agreement. This Agreement, together with all Purchase Orders executed hereunder, constitute the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes any other agreements, proposals or communications with respect to the subject matter hereof. Neither party shall be bound by any other terms or conditions set forth elsewhere unless such terms and conditions have subsequently been agreed upon by the parties in writing.
14. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, for any reason, the invalidity, illegality or unenforceability of that provision will not affect any other provisions in this Agreement, but the invalid provision will be substituted with a valid provision which most closely approximates the intent and the economic effect of the invalid provision and which would be enforceable to the maximum extent permitted in the jurisdiction.
15. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall constitute one agreement. The parties hereto agree that the delivery of this Agreement by facsimile or e-mailed .pdf files of scanned copies bearing their respective signatures shall be sufficient and binding upon them as if such document were delivered with original signatures.

IN WITNESS WHEREOF, the parties have executed this Master Equipment Purchase Agreement as of the dates below.

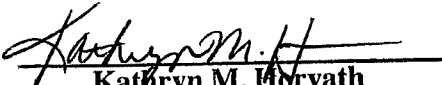
Curvature, Inc.

By: 
 Name: Patrick G. Barkley
 Title: General Counsel
 Date: February 16, 2018

Buyer

By: 
 Name: David G. Young
 Title: Vice President
 Date: 3/16/18

APPROVED AS TO FORM


Kathryn M. Morvath
Asst. Prosecuting Attorney

Resolution

Number 18-0322

Adopted Date March 06, 2018

ESTABLISH THE LOWER SPRINGBORO ROAD WATER IMPROVEMENT AREA,
WARREN COUNTY WATER DISTRICT

BE IT RESOLVED:

1. That for the purpose of promoting and preserving the public health and welfare there is hereby established and designated the Lower Springboro Road Water Improvement Area, Warren County Water District, described as follows:

For the construction, operation, and maintenance of approximately 18,400 feet of water line extending from Lower Springboro Road near the intersection of Township Line Road to the Village of Corwin.

2. That the County Sanitary Engineer be and is hereby authorized to supplement general plans heretofore approved for said Water District to provide service for the area described in SECTION 1 hereof and file same with this Board of County Commissioners.


3. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners; and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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

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

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

RESOLUTION #18-0322
MARCH 06, 2018
PAGE 2

CERTIFICATE

The undersigned hereby certifies the foregoing is a true and correct copy of a resolution adopted by the Board of Commissioners at a meeting held on the 6th day of March, 2018, together with a true and correct copy of the minutes of said meeting to the extent pertinent to the consideration and adoption of said resolution.

A handwritten signature in black ink, appearing to read "Tina Osborne". The signature is written in a cursive style with a horizontal line underneath it.

Tina Osborne, Clerk
Board of County Commissioners

cc: Water/Sewer (file)
Project File
Auditor_____

Resolution

Number 18-0323

Adopted Date March 06, 2018

APPROVE REVISED GENERAL PLANS FOR WATERWORKS FACILITIES IN THE WARREN COUNTY WATER DISTRICT, TO INCLUDE WATER MAIN EXTENSIONS FOR THE LOWER SPRINGBORO ROAD WATER IMPROVEMENT PROJECT

WHEREAS, this Board heretofore has established the Lower Springboro Road Water Improvement Area in the Warren County Water District; and

WHEREAS, revised general plans for waterworks facilities in the Warren County Water District to include the extension of water mains in the Lower Springboro Road Water Improvement Area are being prepared and will be submitted to this Board of County Commissioners; and

NOW THEREFORE BE IT RESOLVED:

SECTION 1. That the general plans for waterworks facilities in the Warren County Water District be revised to include the extension of water lines in the Lower Springboro Road Water Improvement Area, consisting of the following:

For the construction, operation, and maintenance of approximately 18,400 feet of water line extending from Lower Springboro Road near the intersection of Township Line Road to the Village of Corwin.

SECTION 2. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners; and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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

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

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

RESOLUTION #18-0323
MARCH 06, 2018
PAGE 2

CERTIFICATE

The undersigned hereby certifies the foregoing is a true and correct copy of a resolution adopted by the Board of County Commissioners at a meeting held on the 6th day of March, 2018, together with a true and correct copy of the minutes of said meeting to the extent pertinent to the consideration and adoption of said resolution.

A handwritten signature in black ink, reading "Tina Osborne", written over a horizontal line.

Tina Osborne, Clerk
Board of County Commissioners

CGB

cc: Water/Sewer (file)
Project File
Auditor___

Resolution

Number 18-0324

Adopted Date March 06, 2018

DECLARATION OF OFFICIAL INTENT WITH RESPECT TO REIMBURSEMENT OF TEMPORARY ADVANCES MADE FOR CAPITAL EXPENDITURES TO BE MADE FROM SUBSEQUENT BORROWINGS FOR THE LOWER SPRINGBORO ROAD WATER IMPROVEMENT AREA

WHEREAS, Treasury Regulation §1.150-2 (the "Reimbursement Regulations"), issued pursuant to Section 150 of the Internal Revenue Code of 1986, as amended, (the "Code") prescribes certain requirements by which proceeds of tax-exempt bonds, notes, certificates or other obligations included in the meaning of "bonds" under Section 150 of the Code ("Obligations") used to reimburse advances made for Capital Expenditures (as hereinafter defined) paid before the issuance of such Obligations may be deemed "spent" for purposes of Sections 103 and 141 to 150 of the Code and therefore, not further subject to any other requirements or restrictions under those sections of the Code; and

WHEREAS, such Reimbursement Regulations require that an Issuer (as hereinafter defined) make a Declaration of Official Intent (as hereinafter defined) to reimburse any Capital Expenditure paid prior to the issuance of the Obligations intended to fund such Capital Expenditure and require that such Declaration of Official Intent be made no later than sixty (60) days after payment of the Capital Expenditure and further require that any Reimbursement Allocation (as hereinafter defined) of the proceeds of such Obligations to reimburse such Capital Expenditures occur no later than eighteen (18) months after the later of the date the Capital Expenditure was paid or the date the property acquired with the Capital Expenditure was placed in service, except that any such Reimbursement Allocation must be made no later than three years after such Capital Expenditure was paid; and

WHEREAS, the County of Warren, Ohio (the "Issuer") wishes to ensure compliance with the Reimbursement Regulations;

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of the Issuer that:

SECTION 1. Definitions. The following definitions apply to the terms used herein:

"Allocation" means written evidence that proceeds of the Obligation issued subsequent to the payment of a Capital Expenditure are to reimburse the Issuer for such payments. "To allocate" means to make such an allocation.

"Capital Expenditure" means any expense for an item that is properly depreciable or amortizable or is otherwise treated as a capital expenditure for purposes of the Code, as well as any costs of issuing Reimbursement Bonds.

"Declaration of Official Intent" means a written declaration that the Issuer intends to fund Capital Expenditures with an issue of Reimbursement Bonds and reasonably expects to be reimbursed from the proceeds of such an issue.

"Issuer" means either a governmental unit that is reasonably expected to issue Obligations, or any governmental entity or 501(c)(3) organization that is reasonably expected to borrow funds from the actual issuer of the Obligations.

"Reimbursement" means the restoration to the Issuer of money temporarily advanced from other funds, including moneys borrowed from other sources, of the Issuer to pay for Capital

Expenditures before the issuance of Obligations intended to fund such Capital Expenditures. "To reimburse" means to make such a restoration.

"Reimbursement Bonds" means Obligations that are issued to reimburse the Issuer for Capital Expenditures, and for certain other expenses permitted by the Reimbursement Regulations, previously paid by or for the Issuer.

"Reimbursement Regulations" means Treasury Regulation §150-2 and any amendments thereto or superseding regulations, whether in proposed, temporary or final form, as applicable, prescribing conditions under which the proceeds of Obligations may be allocated to reimburse the Issuer for Capital Expenditures and certain other expenses paid prior to the issuance of the Obligations such that the proceeds of such Obligations will be treated as "spent" for purposes of Sections 103 and 141 to 150 of the Code.

SECTION 2. Declaration of Official Intent

(a) The Issuer declares that it reasonably expects that the Capital Expenditures described in Section (b), which were paid no earlier than sixty (60) days prior to the date hereof, or which will be paid prior to the issuance of any Obligations intended to fund such Capital Expenditures, will be reimbursed with the proceeds of Obligations, representing a borrowing by the Issuer in the maximum principal amount, for such Reimbursements, of \$1,200,000; and

(b) The Capital Expenditures to be reimbursed are to be used for the installation of the water lines and necessary appurtenances in the Lower Springboro Road Water Improvement Area.

SECTION 3. Reasonable Expectations. The Issuer does not expect any other funds (including the money advanced to make the Capital Expenditures that are to be reimbursed), to be reserved, allocated on a long-term basis, or otherwise set aside by the Issuer or any other entity, with respect to the Capital Expenditure for the purposes described in Section 2(b).

SECTION 4. Open Meeting. It is found and determined that all formal actions of this Board of County Commissioners of the Issuer concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners to the Issuer; and that all deliberations of this Board of County Commissioners of the Issuer and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with the law.

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

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

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

CERTIFICATE

The undersigned hereby certifies the foregoing is a true and correct copy of a resolution adopted by the Board of County Commissioners at a meeting held on the 6th day of March, 2018, together with a true and correct copy of the minutes of said meeting to the extent pertinent to the consideration and adoption of said resolution.



Tina Osborne, Clerk
Board of County Commissioners

RECEIPT

The County Auditor of the County of Warren, Ohio, hereby acknowledges the filing this 6th day of March, 2018, of a certified copy of the foregoing resolution to proceed.



County Auditor

CGB

cc: Water/Sewer (file)
Project File
Auditor _____

Resolution

Number 18-0325

Adopted Date March 06, 2018

DETERMINING NECESSITY FOR THE LOWER SPRINGBORO ROAD WATER IMPROVEMENT AREA FOR PUBLIC USE

WHEREAS, in accordance with Am. Sub. S.B.7, certain changes to Chapter 163 of the Ohio Revised Code (the "Appropriation of Property") went into effect on October 10, 2007 that prescribe requirements by which public agencies must abide to appropriate real property for public use; and

WHEREAS, specifically Ohio Revised Code Section 163.021 (A) provides as a prerequisite that no public agency shall appropriate real property except as necessary and for a public use; and

WHEREAS, Ohio Revised Code Section 163.121 (A) places the initial burden on the public agency to show by a preponderance of the evidence that the taking is necessary and for a public use; however, in accordance with Ohio Revised Code Section 163.09 (B) (1) (a), a resolution of the public agency declaring the necessity for the appropriation creates a rebuttable presumption of the necessity for the appropriation if the public agency is not appropriating the property because it is a blighted parcel or part of a blighted area or slum; and

WHEREAS, this Board has certain improvement projects for public use that are necessary for the public health, safety and/or general welfare of the citizens of Warren County and others.

NOW THEREFORE BE IT RESOLVED:

The Board does hereby determine that it is necessary for the public health, safety and/or general welfare of the citizens of Warren County and others, to obtain or acquire easements for the following project, that does not include a blighted parcel or part of a blighted area or slum, for the construction of improvements to serve the public:

For the construction, operation, and maintenance of approximately 18,400 feet of water line extending from Lower Springboro Road near the intersection of Township Line Road to the Village of Corwin.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

RESOLUTION #18-0325
MARCH 06, 2018
PAGE 2

CERTIFICATE

The undersigned hereby certifies the foregoing is a true and correct copy of a resolution adopted by the Board of County Commissioners at a meeting held on the 6th day of March, 2018, together with a true and correct copy of the minutes of said meeting to the extent pertinent to the consideration and adoption of said resolution.



Tina Osborne, Clerk
Board of County Commissioners

CGB

cc: Water/Sewer (file)
Project File
Auditor___

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

Resolution

Number 18-0326

Adopted Date March 06, 2018

ACKNOWLEDGE RECEIPT OF FEBRUARY 2018 FINANCIAL STATEMENT


BE IT RESOLVED, to acknowledge receipt of the February 2018, County Financial Statement for Funds #101 through #650; as attached hereto and made a part hereof.


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

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

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor (file) 
E. Hartmann

| FUND NAME | REVENUES BAL. | RECEIPTS | REC. ADJ. | EXPENDITURES | ZYP. ADJ. | ADVANCES IN/OUT | CURRENT BAL. | WARREN'S OUT | TREASURER'S BAL. |
|-------------------------------------|---------------|--------------|-----------|--------------|---------------|-----------------|---------------|--------------|------------------|
| 101 GENERAL FUND | 29,481,186.59 | 1,502,537.18 | 0.00 | 1,114,958.39 | 16,788,821.00 | .00 | 27,862,512.05 | 500,622.57 | 28,102,641.62 |
| 201 SENIOR CITIZENS SERVICE LEVY | 7,728,379.66 | .00 | .00 | 551,422.66 | .00 | .00 | 7,176,957.66 | .00 | 7,176,957.66 |
| 202 MOTOR VEHICLE | 3,782,973.24 | 821,852.89 | .00 | 512,435.25 | 110,000.00 | 250,000.00 | 3,852,580.78 | 10,074.31 | 3,862,655.09 |
| 203 HUMAN SERVICES | 671,866.32 | 287,929.26 | .00 | 297,361.07 | .00 | .00 | 612,453.72 | 12,805.09 | 625,258.81 |
| 205 BOARD OF DEVELOPMENTAL DISABLD | 36,376,850.04 | 117,560.16 | .00 | 1,114,183.16 | .00 | .00 | 35,474,257.06 | 76,105.65 | 35,550,362.61 |
| 206 DDC AND RENAI | 341,925.63 | 96,781.84 | 365.00 | 26,317.24 | .00 | .00 | 411,923.15 | 245.00 | 412,168.15 |
| 207 LAW LIBRARY RESOURCES FUND | 364,457.24 | 34,327.11 | .00 | 4,161.28 | .00 | .00 | 414,673.16 | .00 | 414,673.16 |
| 209 COUNTY AND TRAVEL AUTH MEMOR | 641,391.95 | .00 | .00 | .00 | .00 | .00 | 641,391.95 | .00 | 641,391.95 |
| 215 VETERAN'S MEMORIAL | 3,705.67 | .00 | .00 | .00 | .00 | .00 | 3,705.67 | .00 | 3,705.67 |
| 216 RECORDER TECHNOLOGY FUND 317.8 | 172,486.45 | 7,798.25 | 6.50 | 22,789.21 | .00 | .00 | 157,407.39 | 22,285.08 | 179,692.47 |
| 217 BOE TECHNOLOGY FUND 3501.17 | 1,570,691.24 | .00 | .00 | .00 | .00 | .00 | 1,570,691.24 | .00 | 1,570,691.24 |
| 218 COORDINATED CARE | 642,322.50 | 3,876.47 | .00 | 58,404.57 | .00 | .00 | 493,397.70 | 4,256.75 | 497,654.45 |
| 219 WIRELESS 911 GOVERNMENT ASSIST | 189,327.28 | 3,447.23 | .00 | 17,723.42 | .00 | .00 | 94,892.82 | .00 | 96,901.89 |
| 220 CP INDICENT DRIVER INTERLOCK 4 | 2,389.23 | 51.83 | .00 | .00 | .00 | .00 | 2,361.06 | .00 | 2,361.06 |
| 221 CC/HC INDICENT DRIVER INTERLOCK | 77,412.46 | 1,018.31 | .00 | .00 | .00 | .00 | 78,438.77 | .00 | 78,438.77 |
| 222 JUV INDICENT DRIVER INTERLOCK | 1,058.29 | 100.00 | .00 | .00 | .00 | .00 | 1,155.29 | .00 | 1,155.29 |
| 223 PROBATE/JUVENILE SPECIAL PROJE | 279,276.69 | 3,257.76 | .00 | 1,339.66 | .00 | .00 | 282,267.33 | .00 | 282,267.33 |
| 224 COMMON PLEAS SPECIAL PROJECTS | 270,345.23 | 12,598.27 | .00 | 2,445.70 | .00 | .00 | 282,675.82 | 504.00 | 283,179.82 |
| 227 PROBATION SUPERVISION DRG 296.1 | 450,409.36 | 13,922.15 | .00 | .00 | .00 | .00 | 464,331.51 | 1,325.00 | 465,656.51 |
| 228 MENTAL HEALTH GRANT | 57,465.00 | .00 | .00 | 57,465.00 | 579.80 | .00 | 57,465.00 | .00 | 57,465.00 |
| 229 MUNICIPAL MOTOR VEHICLE PERMITS | 1,778,498.77 | 45,891.57 | .00 | .00 | .00 | .00 | 1,814,590.34 | .00 | 1,814,590.34 |
| 231 LOSING TAX ADJL 12 | 103,278.01 | 50,658.55 | .00 | 52,687.29 | .00 | .00 | 103,221.26 | .00 | 103,221.26 |
| 239 DOMESTIC SHELTER | .00 | 2,740.00 | .00 | .00 | .00 | .00 | 2,740.00 | .00 | 2,740.00 |
| 247 REAL ESTATE ASSESSMENT | 4,086,327.04 | 1,807.25 | .00 | 49,424.12 | .00 | .00 | 4,039,233.59 | .00 | 4,039,233.59 |
| 248 BUREAU OF INVESTMENT BONDS | 122,246.33 | 39,287.26 | .00 | 27,452.79 | .00 | .00 | 134,069.55 | 75.00 | 134,144.55 |
| 249 JUVENILE GRANTS | 229,129.46 | .00 | .00 | 15,346.71 | .00 | .00 | 304,129.17 | 5,803.90 | 309,933.07 |
| 245 CRIME VICTIM GRANT FUND | 26,294.27 | 14,652.04 | .00 | 13,492.76 | .00 | .00 | 26,452.67 | .00 | 26,452.67 |
| 246 JUVENILE INDICENT DRIVER ALCOH | 15,782.95 | 109.00 | .00 | 182.00 | .00 | .00 | 15,629.95 | .00 | 15,629.95 |
| 247 FELLOW DELINQUENT CARE & CURB | 572,485.52 | .00 | .00 | 67,544.92 | 2,025.10 | .00 | 516,865.64 | 110.62 | 516,976.26 |
| 249 BTAC-DELING TAX & ASSESS CDLES | 553,471.54 | 450.00 | .00 | 20,813.01 | .00 | .00 | 533,558.55 | 910.00 | 534,468.55 |
| 250 CERT. OF TITLE ADM. FUND | 2,176,728.42 | 197,896.21 | .00 | 100,136.20 | .00 | .00 | 2,265,188.26 | 7,498.38 | 2,272,686.64 |
| 253 COUNTY COURT PROBATION DEPT | 387.39 | .00 | .00 | 387.39 | .00 | .00 | .00 | .00 | .00 |
| 255 MUNICIPAL VICTIM WITNESS FUNDS | 94,621.66 | 20,000.00 | .00 | 5,999.54 | .00 | .00 | 119,623.12 | .00 | 119,623.12 |
| 256 WARREN COUNTY JUDIC HOSTE DEPT | 1,309,837.86 | 870.81 | .00 | 10,829.65 | .00 | .00 | 1,300,669.02 | .00 | 1,300,669.02 |
| 257 UNID PEACE OFFICER TRAINING | 94,592.00 | .00 | .00 | .00 | .00 | .00 | 94,592.00 | .00 | 94,592.00 |
| 258 BUREAU OF INVESTMENT ACT FUND | 71,117.49 | 34,500.00 | .00 | 40,462.71 | .00 | .00 | 64,954.78 | .00 | 64,954.78 |
| 259 JTPA | 1,675.19 | .00 | .00 | .00 | .00 | .00 | 1,675.19 | .00 | 1,675.19 |
| 261 PASS THROUGH GRANTS | .00 | 42,702.25 | .00 | 42,702.25 | .00 | .00 | .00 | .00 | .00 |
| 262 COMMUNITY CORRECTIONS MONITORS | 214,896.70 | 38,022.68 | 196.00 | 34,865.19 | .00 | .00 | 214,746.19 | 196.00 | 214,942.19 |
| 263 CHILD SUPPORT ENFORCEMENT | 344,959.74 | 344,434.57 | .00 | 245,154.35 | 485.00 | .00 | 424,824.96 | 380.14 | 425,205.12 |
| 264 EMERGENCY MANAGEMENT AGENCY | 125,356.83 | .00 | .00 | 13,340.11 | .00 | .00 | 112,014.72 | .00 | 112,014.72 |
| 265 COMMUNITY DEVELOPMENT | 422,090.16 | .00 | .00 | 37,862.54 | .00 | .00 | 384,227.66 | 17,532.25 | 401,759.91 |
| 266 COMM DEV-ENT ZONE MONITOR FEES | 46,042.00 | 2,590.00 | .00 | .00 | .00 | .00 | 100,563.00 | .00 | 100,563.00 |
| 267 LIFE FOUNDATION GRANT | 8,645.05 | .00 | .00 | .00 | .00 | .00 | 8,645.05 | .00 | 8,645.05 |
| 268 INCIDENT BOARDINGSHIP FUND | 174,607.79 | 1,560.00 | .00 | 304.36 | .00 | .00 | 175,863.42 | .00 | 175,863.42 |
| 269 CC INDICENT DRIVER ALCOHOL USE | 327,484.96 | 9,706.67 | .00 | .00 | .00 | .00 | 337,191.63 | .00 | 337,191.63 |
| 270 JUVENILE TREATMENT CENTER | 535,156.34 | 8,135.77 | .00 | 81,616.92 | .00 | .00 | 432,739.25 | .00 | 432,739.25 |
| 271 BTAC-PROSECUTOR DRG 321.361 | 278,458.85 | 22,781.46 | .00 | 22,781.46 | .00 | .00 | 255,477.39 | .00 | 255,477.39 |
| 272 CP INDICENT DRIVER ALCOHOL USE | 3,048.23 | .00 | .00 | .00 | .00 | .00 | 3,048.23 | .00 | 3,048.23 |
| 273 CHILDREN SERVICES | 4,352,370.47 | 176,892.44 | .00 | 739,296.38 | .00 | .00 | 4,577,399.62 | 457,337.65 | 4,757,393.34 |
| 274 COUNTY COURT COMPUTER DRG 1907 | 48,104.30 | 1,886.00 | .00 | .00 | .00 | .00 | 49,990.30 | .00 | 49,990.30 |
| 275 COUNTY COURT CLERK COMPUTER DR | 67,825.22 | 4,489.00 | .00 | .00 | .00 | .00 | 71,523.92 | .00 | 71,523.92 |
| 276 PROBATE COURT COMPUTER DRG 218 | 65,479.75 | 411.00 | .00 | .00 | .00 | .00 | 65,890.76 | .00 | 65,890.76 |
| 277 PROBATE COURT CLERK COMPUTER DR | 234,912.03 | 1,570.00 | .00 | 35,990.00 | .00 | .00 | 219,294.83 | .00 | 219,294.83 |

| FUND NAME | PREVIOUS BAL. | RECEIPTS | REC. ADJ. | EXPENDITURES | EXP. ADJ. | ADVANCE INVS/CI | CURRENT BAL. | WARRANTS OUT | TREASURER'S BAL. |
|--|---------------|--------------|-----------|--------------|-----------|-----------------|---------------|--------------|------------------|
| 278 JUVENILE COURT CLERK COMPUTER | 131,294.78 | 1,757.42 | .00 | 53,426.00 | .00 | .00 | 78,626.20 | 54,426.00 | 132,052.20 |
| 279 JUVENILE COURT COMPUTER BGC 21 | 25,040.64 | .00 | .00 | 534.00 | .00 | .00 | 25,614.64 | .00 | 25,614.64 |
| 280 COMMON PLEAS COURT COMPUTER BR | 36,343.49 | 1,950.00 | .00 | 26,885.00 | .00 | .00 | 11,428.49 | 26,885.00 | 38,313.49 |
| 281 DOMESTIC REL COURT COMPUTER BR | 11,300.00 | .00 | .00 | .00 | .00 | .00 | 11,480.00 | .00 | 11,480.00 |
| 282 CLERK OF COURTS COMPUTER 2365 | 296,642.79 | 6,862.00 | .00 | .00 | .00 | .00 | 303,504.79 | .00 | 303,504.79 |
| 283 COUNTY COURT SPECIAL PROJECTS | 1,147,359.39 | 26,752.37 | .00 | 4,447.00 | .00 | .00 | 1,189,644.64 | .00 | 1,189,644.64 |
| 284 COMMUNITY INTERVENTION PROGRAM | 298,043.45 | 11,830.00 | .00 | 2,830.61 | .00 | .00 | 297,042.84 | .00 | 297,042.84 |
| 285 CONCEALED WEAPON LICENSE | 658,972.00 | 12,420.00 | .00 | 5,904.60 | .00 | .00 | 665,587.40 | .00 | 665,587.40 |
| 286 SHERIFF-DRUG LAW ENFORCEMENT | 52,406.50 | 850.00 | .00 | 11,370.25 | .00 | .00 | 41,886.25 | 1,725.97 | 45,311.52 |
| 287 SHERIFF-LAW ENFORCEMENT TRUST | 101,244.27 | 7,504.25 | .00 | .00 | .00 | .00 | 108,748.52 | .00 | 108,748.52 |
| 288 CIVIL BASED CORRECTIONS DONATION | 3,537.47 | .00 | .00 | 500.00 | .00 | .00 | 3,037.47 | .00 | 3,037.47 |
| 289 COMMUNITY BASED CORRECTIONS | 1,064,122.96 | .00 | .00 | 140,262.98 | .00 | .00 | 923,859.98 | 5,356.36 | 929,216.34 |
| 290 HO2 HAT EBERS PLAN SPEC FUND | 1.92 | .00 | .00 | .00 | .00 | .00 | 1.92 | .00 | 1.92 |
| 291 SHERIFF-D.A.R.E. PROGRAM | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| 292 TRAFFIC SAFETY PROGRAM-SHERIFF | 35,696.12 | 6,314.13 | .00 | .00 | .00 | .00 | 42,010.25 | .00 | 42,010.25 |
| 293 SHERIFF GRANTS | 7,737.00 | .00 | .00 | .00 | .00 | .00 | 7,737.00 | .00 | 7,737.00 |
| 294 SHERIFF DRUG LAW ENFORCEMENT C | 110,996.35 | .00 | .00 | .00 | .00 | .00 | 110,996.35 | .00 | 110,996.35 |
| 295 TACTICAL RESPONSE UNIT | 4,885.20 | .00 | .00 | .00 | .00 | .00 | 4,885.20 | .00 | 4,885.20 |
| 296 CORP REWARD-COMPENSATION ASST-CR | 40,579.05 | 69.75 | .00 | .00 | .00 | .00 | 40,648.80 | .00 | 40,648.80 |
| 297 ENFORCEMENT & EDUCATION-ASST. 19 | 71,406.36 | 702.00 | .00 | .00 | .00 | .00 | 72,108.36 | .00 | 72,108.36 |
| 298 REHAD. INC. FUNDS | 82,461.74 | .00 | .00 | .00 | .00 | .00 | 82,461.74 | .00 | 82,461.74 |
| 299 COUNTY TRANSIT | 1,294,006.20 | 4,555.50 | .00 | 10,527.82 | .00 | .00 | 1,294,006.20 | .00 | 1,294,006.20 |
| 327 BOND RETIREMENT SPECIAL ASSETS | 375,457.45 | .00 | .00 | .00 | .00 | .00 | 375,457.45 | .00 | 375,457.45 |
| 360 STATE DEUCE LOAN | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| 360 2013 BOND SYSTEM BONDS | .00 | 903,591.24 | .00 | .00 | .00 | .00 | 903,591.24 | .00 | 903,591.24 |
| 384 TAX INCREMENT FINANCING - P&S | 2,216,049.76 | .00 | .00 | .00 | .00 | .00 | 2,216,049.76 | .00 | 2,216,049.76 |
| 393 2009 RED BOND GREENS OF BUNNELL | 2,563,161.69 | .00 | .00 | .00 | .00 | .00 | 2,563,161.69 | .00 | 2,563,161.69 |
| 401 COUNTY WIDE FINANCIAL SOFTWARE | 576,734.92 | .00 | .00 | 17,084.57 | .00 | .00 | 559,650.35 | .00 | 559,650.35 |
| 430 DEFAULTED SUBDIVISION SPEC ASH | 399,158.40 | .00 | .00 | .00 | .00 | .00 | 399,158.40 | .00 | 399,158.40 |
| 435 STROUB RD BRIDGE 207-0.02 | 45,530.00 | .00 | .00 | .00 | .00 | .00 | 45,530.00 | .00 | 45,530.00 |
| 437 KING AVE BRIDGE PROJECT | .00 | .00 | .00 | .00 | .00 | 250,000.00 | 250,000.00 | .00 | 250,000.00 |
| 439 VARIOUS WATER ASSESSMENT PRDJE | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| 449 VARIOUS SEWER ASSESSMENT PRDJE | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| 450 ESTATES OF KEEVER BROWN ROAD P | 21,642.00 | .00 | .00 | .00 | .00 | .00 | 21,642.00 | .00 | 21,642.00 |
| 453 OLD 122 & TWP LINE RD ROUNDABOUT | 44,147.30 | .00 | .00 | .00 | .00 | .00 | 44,147.30 | .00 | 44,147.30 |
| 454 FIELDS-ERTEL ROAD IMPROV PROJ | 9,265.01 | .00 | .00 | .00 | .00 | .00 | 9,265.01 | .00 | 9,265.01 |
| 455 PHASE II ROAD RESURFACING | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| 463 FIELDS-ERTEL AND COLUMBIA ROAD | 198,447.57 | .00 | .00 | .00 | .00 | .00 | 198,447.57 | .00 | 198,447.57 |
| 467 COUNTY CONST PROJECTS | 4,148,232.83 | .00 | .00 | 64,690.90 | .00 | .00 | 4,083,541.93 | 5,141.62 | 4,088,683.55 |
| 479 AIRPORT CONSTRUCTION | 1,229,928.41 | .00 | .00 | 4,566.45 | .00 | .00 | 1,225,361.96 | .00 | 1,225,361.96 |
| 484 P&S TIF ROAD CONSTRUCTION | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| 485 MIAMI VALLEY GAMING TIF | 675,437.76 | .00 | .00 | 16,786.25 | .00 | .00 | 658,651.51 | .00 | 658,651.51 |
| 492 COMMUNICATION PROJECTS | 4,047,534.81 | .00 | .00 | 14,572.74 | .00 | .00 | 4,032,962.07 | 8,450.00 | 4,041,412.07 |
| 493 REDEVELOPMENT TAX EQUIVALENT F | 275,631.60 | .00 | .00 | .00 | .00 | .00 | 275,631.60 | .00 | 275,631.60 |
| 494 COURTS BUILDINGS | 1,657,675.83 | .00 | .00 | .00 | .00 | .00 | 1,657,675.83 | .00 | 1,657,675.83 |
| 495 JAIL CONSTRUCTION SALES TAX | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| 496 JUVENILE DETENTION ADOTION & | 241,552.50 | .00 | .00 | .00 | .00 | .00 | 241,552.50 | .00 | 241,552.50 |
| 497 JAIL CONSTRUCTION & RENOV | 5,000,231.25 | .00 | .00 | 10,790.94 | .00 | .00 | 4,989,440.31 | .00 | 4,989,440.31 |
| 498 COUNTY FAIRGROUNDS CONSTRUCTION | 945,937.53 | .00 | .00 | .00 | .00 | .00 | 945,937.53 | .00 | 945,937.53 |
| 499 JUVENILE/PROBATION COURT EXPANSION | 3,692,993.42 | .00 | .00 | 10,086.60 | .00 | .00 | 3,682,906.82 | .00 | 3,682,906.82 |
| 510 WATER REVENUE | 23,293,957.36 | 1,383,006.84 | 454.44CR | 756,613.19 | .00 | .00 | 23,917,896.57 | 65,870.45 | 23,983,767.02 |
| 514 LOWER LITTLE MIAMI WASTEWATER | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| 575 SEWER CONST PROJECTS (REVENUE) | 674,471.65 | .00 | .00 | 145,032.99 | .00 | .00 | 529,438.66 | .00 | 529,438.66 |
| 580 SEWER REVENUE | 26,779,736.05 | 1,403,261.23 | 24.34CR | 454,228.91 | .00 | .00 | 27,928,744.03 | 99,294.56 | 28,028,038.59 |

RECEIVED BY

RECEIVED BY

| FUND NAME | PREVIOUS BAL. | RECEIPTS | REC. ADJ. | EXPENDITURES | EXP. ADJ. | ADVANCES IN/OUT | CURRENT BAL. | WARRANTS DUT | TREASURER'S BAL. |
|--------------------------------------|---------------|----------------|------------|---------------|-------------|-----------------|----------------|--------------|------------------|
| 581 SENIOR IMPROV-HARRER CO VOCATIO | 161,277.53 | .00 | .00 | .00 | .00 | .00 | 161,277.53 | .00 | 161,277.53 |
| 583 WATER CONST PROJECTS (REVENUE) | 501,231.43 | .00 | .00 | .00 | .00 | .00 | 501,231.43 | .00 | 501,231.43 |
| 590 STORM WATER TIER 1 | 259,330.41 | .00 | .00 | 202,848.67 | .00 | .00 | 56,481.74 | .00 | 56,481.74 |
| 619 VEHICLE MAINTENANCE ROTARY | 359,324.84 | 36,447.46 | .00 | 31,747.31 | .00 | .00 | 364,024.99 | 3,491.99 | 367,516.98 |
| 630 SHERIFF'S POLICING REVOLV FUND | 1,112,746.36 | .00 | .00 | 611,531.32 | .00 | .00 | 501,215.04 | 231,947.35 | 733,162.39 |
| 631 COMMUNICATIONS ROTARY | 205,642.45 | 5,460.96 | .00 | 1,273.68 | .00 | .00 | 209,829.73 | 277.76 | 210,107.49 |
| 632 HEALTH INSURANCE | 4,412,845.67 | 950,290.11 | 9,260.00CR | 870,400.95 | .00 | .00 | 4,482,674.83 | 140,075.00 | 4,622,749.91 |
| 635 WCDD - SELF INSURANCE | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| 636 WORKERS COMP SELF INSURANCE | 1,206,022.01 | 473,689.07 | .00 | 62,269.07 | .00 | .00 | 1,617,442.01 | 6,487.09 | 1,624,129.10 |
| 637 PROPERTY & CASUALTY INSURANCE | 1,013,283.30 | .00 | .00 | 31,885.87 | .00 | .00 | 981,397.43 | .00 | 981,397.43 |
| 650 GASOLINE ROTARY | 192,889.53 | 58,655.46 | .00 | 48,242.41 | 10,357.37CR | .00 | 220,869.95 | .00 | 220,869.95 |
| 707 F. E. R. S. ROTARY | 367,557.30 | 714,568.87 | .00 | 1,079,398.92 | .00 | .00 | 2,727.25 | 355,911.55 | 350,638.80 |
| 708 TOWNSHIP FUND | .00 | 1,327,624.37 | .00 | 1,322,664.78 | .00 | .00 | 4,959.59 | .00 | 4,959.59 |
| 709 CORPORATION FUND | 1,197.17 | 2,840,491.94 | .00 | 2,830,775.93 | .00 | .00 | 2,913.18 | .00 | 2,913.18 |
| 713 WATER-SEWER ROTARY FUND | 141,008.17 | 3,073,444.38 | .00 | 2,956,433.08 | .00 | .00 | 258,019.47 | 38,274.96 | 288,374.43 |
| 714 PAYROLL ROTARY | 503,650.03 | 5,021,356.82 | .00 | 5,385,550.26 | .00 | .00 | 139,456.59 | 445,039.35 | 584,495.94 |
| 715 HQR PARTICIPANT ROTARY | 772.32 | 368.16 | .00 | 772.32 | .00 | .00 | 368.16 | 772.32 | 1,158.48 |
| 716 SCHOOL | 9,940,000.00 | 48,110,000.00 | .00 | 58,050,000.00 | .00 | .00 | .00 | .00 | .00 |
| 717 UNDIVIDED GENERAL TAX | 33,000,237.15 | 148,027,952.79 | .00 | 52,075,420.04 | .00 | .00 | 128,952,769.10 | 4,517.63 | 128,957,286.13 |
| 718 TAXABLE PERSONAL PROPERTY | 600.00 | 600.00 | .00 | .00 | .00 | .00 | 1,200.00 | .00 | 1,200.00 |
| 719 TRAILER (LIKE REAL ESTATE) TAX | 26,681.95 | 26,675.23 | .00 | .00 | .00 | .00 | 47,357.18 | 1,027.80 | 48,384.98 |
| 720 LOCAL GOVERNMENT FUND | .00 | 413,107.07 | .00 | 413,107.07 | .00 | .00 | .00 | .00 | .00 |
| 721 SPECIAL DISTRICTS | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| 722 CIGARETTE LICENSE TAX | 40.13 | .00 | .00 | 26.91 | .00 | .00 | 17.27 | .00 | 17.27 |
| 723 GASOLINE TAX | .00 | 351,762.21 | .00 | 351,762.21 | .00 | .00 | .00 | .00 | .00 |
| 725 UNDIVIDER WIRELESS 911 CDR ADS | 16,395.85 | 67,716.34 | .00 | 16,095.85 | .00 | .00 | 67,716.34 | .00 | 67,716.34 |
| 726 MOTOR VEHICLE LICENSE TAX | .00 | 751,726.81 | .00 | 751,726.81 | .00 | .00 | .00 | .00 | .00 |
| 727 HAN TWP 3 MILL POLICE LUY REFD | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 182.84 | 182.84 |
| 728 TREASURER TAX REFUNDS | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| 731 COUNTY LODGING TAX | 145,711.41 | 152,131.39 | .00 | 141,353.99 | .00 | .00 | 136,538.81 | .00 | 136,538.81 |
| 734 REAL ESTATE ADVANCE PAYMENT | 28,626.46 | .00 | .00 | .00 | .00 | .00 | 28,626.46 | .00 | 28,626.46 |
| 740 TRAILER TAX | 2,384.70 | 3,315.98 | .00 | .00 | .00 | .00 | 5,704.68 | .00 | 5,704.68 |
| 741 LIFE INSURANCE | 6,385.11 | .00 | 9,930.00 | 16,073.13 | .00 | .00 | 6,293.98 | 10,073.13 | 16,365.11 |
| 742 LIBRARIES | .00 | 773,678.87 | .00 | 773,678.87 | .00 | .00 | .00 | .00 | .00 |
| 744 ARROW PARK TOURNAMENT FEES | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| 745 STATE | 2,100.71 | 2,252.43 | .00 | 3,129.12 | .00 | .00 | 2,223.52 | 29.91 | 2,253.43 |
| 746 MIAMI CONSERVANCY DISTRICT FUND | 18,051.40 | .00 | .00 | .00 | .00 | .00 | 18,051.40 | .00 | 18,051.40 |
| 747 ADVANCE ESTATE TAX | 93,678.62 | .00 | .00 | .00 | .00 | .00 | 93,678.62 | .00 | 93,678.62 |
| 751 UNDIVIDED INTEREST | 602,117.08 | 190,019.77 | 792.20CR | 264,384.64 | .00 | .00 | 527,760.01 | .00 | 527,760.01 |
| 754 OHIO ELECTIONS COMMISSIONER FUND | .00 | 305.00 | .00 | 305.00 | .00 | .00 | .00 | 305.00 | 305.00 |
| 756 SENIOR ROTARY | 14,149.00 | 59,729.19 | 56,822.50 | 58,522.50 | .00 | .00 | 70,778.19 | 56,822.50 | 127,600.69 |
| 758 AIR PASS THROUGH TO BUTLER/CLE | .00 | 53,858.62 | .00 | 63,353.62 | 9,508.00CR | .00 | .00 | .00 | .00 |
| 761 OUTSIDE ENTITY FLOWTHRU | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| 765 RECORDER'S ESCROW FUND | 28,626.34 | 1,631.30 | .00 | 1,644.45 | .00 | .00 | 28,613.19 | .00 | 28,613.19 |
| 766 ESCROW ROTARY | 852,510.73 | 111,678.32 | .00 | .00 | .00 | .00 | 764,189.05 | .00 | 764,189.05 |
| 767 UNIDENTIFIED DEPOSITS | 567,207.11 | 2,005.81 | .00 | 25,925.56 | .00 | .00 | 543,367.36 | .00 | 543,367.36 |
| 773 SEX OFFENDER REGISTRATION FEE | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| 775 UNDIVIDED SHERIFF DEB CHECK FE | 18,117.00 | -13,225.03 | .00 | 14,018.00 | .00 | .00 | 17,328.00 | .00 | 17,328.00 |
| 776 UNDIVIDED EVIDENCE SHERIFF | 35,767.67 | .00 | .00 | 7,645.00 | .00 | .00 | 28,722.67 | .00 | 28,722.67 |
| 777 UNDIVIDED FEDERAL & STATE FUND | 18,196.00 | .00 | .00 | 10,198.00 | .00 | .00 | .00 | .00 | .00 |
| 778 COURT ORDERED SHERIFF SALES | 421,207.11 | 762,827.72 | .00 | 909,399.42 | 6,724.42CR | .00 | 380,559.83 | 716,185.28 | 996,745.11 |
| 779 UNDIVIDED DRUG TASK FORCE SEIZ | 184,611.93 | .00 | .00 | 6,455.00 | .00 | .00 | 178,156.93 | 7,126.52 | 185,283.50 |
| 781 REFUNDABLE DEPOSITS | 453,160.57 | 12,221.48 | .00 | 28,962.01 | 136.99CR | .00 | 436,558.93 | 2,736.07 | 439,295.02 |
| 782 SHERIFF - LOST/ABANDONED PROPE | 354.34 | .00 | .00 | .00 | .00 | .00 | 354.34 | .00 | 354.34 |

| FUND NAME | PREVIOUS BAL. | RECEIPTS | REC. ADJ. | EXPENDITURES | EXP. ADJ. | ADVANCES EX/OUT | CURRENT BAL. | WARRANTS OUT | TREASURER'S BAL. |
|---|-----------------------|-----------------------|-----------------|-------------------------|------------------|-----------------|-----------------------------|-----------------------|------------------|
| 785 MASSIE WAYNE CAPACITY FEES | 56,822.56 | .00 | 56,822.56 | .00 | .00 | .00 | .00 | .00 | .00 |
| 786 PRT IN LIEU OF TAXES | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| 787 UNDIVIDED INCOME TAX-REAL PROP | 3,360.99 | 90,397.88 | .00 | .00 | .00 | .00 | 93,760.87 | .00 | 93,760.87 |
| 788 UNDIVIDED PUBLIC UTILITY DERES | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| 789 FORFEITED LAND | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| 790 FORFEITED LAND EXCESS SALE PRD | 3,034.82 | .00 | .00 | .00 | .00 | .00 | 3,034.82 | .00 | 3,034.82 |
| 792 ZOHING & BLDG BOND FUND | 32,600.00 | .00 | .00 | 1,690.00 | 100.00 | .00 | 31,200.00 | 1,400.00 | 32,600.00 |
| 793 HOUSING TRUST AUTHORITY | 66,369.60 | 66,474.70 | .00 | .00 | .00 | .00 | 132,844.30 | .00 | 132,844.30 |
| 795 UNDIVIDED INDEMNITY FEES | .00 | 1,042.05 | .00 | 1,042.05 | .00 | .00 | .00 | 368.41 | 368.41 |
| 796 MUNICIPAL BLDG UTILIZATION INDEMN | 11,839.28 | .00 | 358.40 | 270.00 | .00 | .00 | 12,028.68 | 56.00 | 12,084.68 |
| 797 NEW UNDIVIDED AUCTION PROCEEDS | .00 | 115.00 | .00 | 115.00 | .00 | .00 | .00 | .00 | .00 |
| 798 OLD ZOHING & BLDG BOND FUND | 130,020.47 | .00 | .00 | .00 | .00 | .00 | 130,020.47 | .00 | 130,020.47 |
| 843 UNPLANNED MONEY | 561,704.40 | 730.00 | .00 | 168.50 | .00 | .00 | 562,325.90 | 100.50 | 562,426.40 |
| 855 CH. SERV. SCHOENER SALTY TRUST | 43,609.59 | .00 | .00 | .00 | .00 | .00 | 43,609.59 | .00 | 43,609.59 |
| 911 WARREN CO. HEALTH DISTRICT | 5,920,811.30 | 136,199.73 | 884.00 | 371,427.05 | .00 | .00 | 5,694,708.04 | 2,869.55 | 5,697,569.61 |
| 912 FOOD SERVICE | 246,153.01 | 182,151.67 | .00 | 380.35 | .00 | .00 | 427,007.33 | 4.00 | 427,011.33 |
| 915 PLANNING BOND-HEALTH DEPT. | 23,500.00 | 3,000.00 | .00 | 3,000.00 | .00 | .00 | 23,500.00 | 500.00 | 23,500.00 |
| 916 STATE REGULATED SLUDGE PROGRAM | 80,480.23 | 10,681.00 | 30.00 | 140.00 | .00 | .00 | 90,941.23 | 30.00 | 90,971.23 |
| 925 WATER & SOIL CONSERVATION DIST | 207,002.00 | 200,121.00 | .00 | 54,815.10 | .00 | .00 | 149,286.90 | 15,349.09 | 357,849.99 |
| 926 REGIONAL PLANNING | 282,868.99 | 28,504.70 | .00 | 30,461.14 | .00 | .00 | 280,672.54 | 887.00 | 279,559.54 |
| 938 WARREN COUNTY PARK DISTRICT | 403,874.95 | 141,318.65 | .00 | 79,452.73 | .00 | .00 | 516,260.87 | 4,625.16 | 520,886.03 |
| 944 ARBON PARK | 416,098.40 | 3,538.10 | .00 | 47,676.68 | .00 | .00 | 372,359.81 | 8,253.45 | 380,613.26 |
| 953 WATER SYSTEM FUND | 9,493.78 | 1,328.25 | .00 | 289.57 | .00 | .00 | 10,522.46 | .00 | 10,522.46 |
| 954 MENTAL HEALTH RECOVERY SERVICE | 10,885,971.80 | 758,897.00 | .00 | 1,044,655.43 | .00 | .00 | 10,599,213.37 | 405,672.45 | 11,004,106.77 |
| 961 HEALTH GRANT FUND | 724,046.69 | 61,873.72 | .00 | 20,532.28 | .00 | .00 | 805,388.13 | .00 | 805,388.13 |
| 963 CAMPBELL | 1,272.19 | .00 | .00 | .00 | .00 | .00 | 1,272.19 | .00 | 1,272.19 |
| 973 HEALTH - SHEPPARD HIGHL FUND | 131,806.25 | .00 | .00 | .00 | .00 | .00 | 131,806.25 | .00 | 131,806.25 |
| 977 DRUG TASK FORCE COG | 595,883.20 | 250,150.80 | .00 | 18,123.99 | .00 | .00 | 827,920.01 | 115.00 | 828,035.01 |
| 986 WARREN COUNTY FIRE RESPONSE AD | 27,118.36 | .00 | .00 | 27,118.36 | .00 | .00 | .00 | 27,118.36 | 27,118.36 |
| COLUMN TOTALS | 368,395,406.68 | 227,284,677.01 | 3,236.23 | 1,433,390,365.52 | 48,947.89 | .00 | 352,937,829.01 | 3,673,895.57 | |
| | | | | | | | OUTSTANDING WARRANTS | 3,673,895.57 | |
| | | | | | | | TOTAL FOR FUNDS | 355,991,729.40 | |
| | | | | | | | COUNTY TREASURY | 4,491,493.43 | |
| | | | | | | | COUNTY DEPOSITORIES | 351,500,232.57 | |
| | | | | | | | COUNTY TOTAL | 355,991,729.40 | |
| AUDITOR'S OFFICE, WARREN COUNTY, OHIO | | | | | | | | | |
| IT IS HEREBY CERTIFIED, that the foregoing is a true and accurate statement for the February 2019, FINANCES OF WARREN COUNTY, OHIO showing the balance on hand in each fund and account at the beginning of the month, the amount received by each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository. | | | | | | | | | |

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

Resolution

Number 18-0327

Adopted Date March 06, 2018

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

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


| | |
|----------|-------------|
| Veterans | \$ 1,047.30 |
| Veterans | \$ 1,205.66 |

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

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

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Veterans (file)
OMB

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 2/22/18

From: WC Veterans

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

A purchase order was not completed for this procurement because: Blanket purchase order certified after some items ordered

| FUND | SUB FUND | FUNCTION | OBJECT | AMOUNT |
|------|----------|----------|--------|------------|
| 101 | | 5210 | 210 | \$ 1047.30 |

VENDOR NAME Amazon

DESCRIPTION OF SERVICES Office Supplies

DATE OF OBLIGATION 1/17/18

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

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

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

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 70,810.54 DATE 1/17/18

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 55,915.82 DATE 2/26/18

FUND BALANCE NOW \$ 27,804,838.48

CERTIFIED BY: Matt Nolan

MATT NOLAN, WARREN COUNTY AUDITOR

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 2/22/18

From: WC Veterans

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

A purchase order was not completed for this procurement because: ordered before I was aware.

| FUND | SUB FUND | FUNCTION | OBJECT | AMOUNT |
|------|----------|----------|--------|------------|
| 101 | | 5210 | 317 | \$ 1205.66 |

VENDOR NAME CDW - Govt.

DESCRIPTION OF SERVICES Computer, MS Office, Monitor

DATE OF OBLIGATION 2/12/18

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

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

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

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 9,812.49 DATE 2/12/18

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 9,550.09 DATE 2/26/18

FUND BALANCE NOW \$ 27,804,838.48

CERTIFIED BY: Matt Nolan JS

MATT NOLAN, WARREN COUNTY AUDITOR

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

Resolution

Number 18-0328

Adopted Date March 06, 2018

APPROVE VARIOUS REFUNDS


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

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


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

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Refunds file

Resolution

Number 18-0329

Adopted Date March 06, 2018

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #3/01/2018 #001, #3/01/2018 #002, #3/01/2018 #003, #3/01/2018 #004, and #3/01/2018 #005; said batches are attached hereto and made a part hereof.

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

Mr. Grossmann – absent

Mr. Young – yea


Mrs. Jones – yea

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

kh

cc: Auditor 

Resolution

Number 18-0330

Adopted Date March 06, 2018

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

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

EROSION CONTROL PERFORMANCE BOND AGREEMENT

| | | |
|----------------|---|-----------------------------|
| Bond Number | : | N/A |
| Development | : | Soraya Farms, Section 5 |
| Developer | : | Soraya Farms LLC |
| Township | : | Clearcreek |
| Amount | : | \$22,492.60 |
| Surety Company | : | Cashiers Check # 2012225087 |

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

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

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

EROSION & SEDIMENT CONTROL

Security Agreement No.

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

WITNESSETH:

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

WHEREAS, it is estimated that the total cost of the Improvements is \$17,302.00, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$17,302.00; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$22,492.60 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations (hereinafter the Performance Obligation). If any sum greater

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

2. The County Commissioners will, upon approval of the District Administrator of the Warren County Soil & Water Conservation District of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not performed in accordance with the Warren County Erosion and Sediment Control Regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County Erosion and Sediment Control Regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$3,460.40 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the District Administrator of the Warren

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

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

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

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

A. To the County Commissioners:

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

B. To the District Administrator:

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

C. To the Developer:

Soraya Farms LLC

8534 Yankee Street

Dayton, OH 45458

Ph. (937) 438 - 3667

D. To the Surety:

Ph. () -

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

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

Certified check or cashier's check (attached) (CHECK # 2012225087)

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

Original Escrow Letter (attached)

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

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

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

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

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

DEVELOPER:

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

SIGNATURE: Shery Oakes

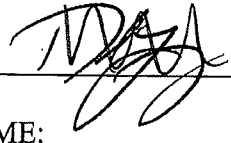
PRINTED NAME: Shery Oakes

TITLE: President

DATE: 2/16/18

SURETY:

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

SIGNATURE: 

PRINTED NAME: _____

TITLE: _____

DATE: _____

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the ^{Vice} President of the Board, on the date stated below, pursuant to Board Resolution Number 18-0330, dated 3/6/18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

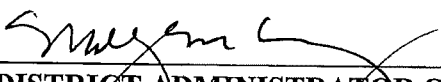
SIGNATURE: 

PRINTED NAME: David B. Young

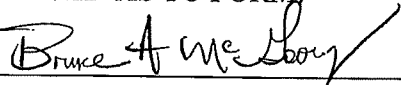
^{Vice}
TITLE: President

DATE: 3/6/18

RECOMMENDED BY:

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

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

No. 2012225087

Remitter SORAYA FARMS LLC

Date 02/16/2018

PURCHASER'S RECEIPT

Pay Twenty Two Thousand Four Hundred Ninety Two Dollars & 60/100 \$ ** 22,492.60 **

To the Order Of

BOARD OF WARREN COUNTY COMMISSIONERS

By NON-NEGOTIABLE

Authorized Signer

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

CASHIER'S CHECK

The Huntington National Bank - Branch 420012
Columbus, Ohio 43219



No. 2012225087

Remitter SORAYA FARMS LLC

Date 02/16/2018

Pay Twenty Two Thousand Four Hundred Ninety Two Dollars & 60/100 \$ ** 22,492.60 **

To the Order Of

BOARD OF WARREN COUNTY COMMISSIONERS

Drawer: The Huntington National Bank
Columbus, Ohio 43219

DRAWEE: The Huntington National Bank
Columbus, Ohio 43219

By *Shirley Kay Korman*
Authorized Signer

⑈ 2012225087⑈ ⑆044000024⑆ 01892517247⑈

Security Features Included. Details on bank.com

Resolution

Number 18-0331

Adopted Date March 06, 2018

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT RELEASE WITH VWC HOLDINGS, LTD FOR THE VILLAGES OF WINDING CREEK THE MEADOWS AT WINDING CREEK - SECTION TWO SITUATED IN CLEARCREEK TOWNSHIP

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

RELEASE

| | | |
|----------------|---|---|
| Bond Number | : | 15-019 (W/S) |
| Development | : | The Villages of Winding Creek The Meadows at Winding Creek - Section Two |
| Developer | : | VWC Holdings, LTD |
| Township | : | Clearcreek |
| Amount | : | \$3,606.00 |
| Surety Company | : | The Old Fort Banking Company (LOC10130579-2) |

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

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

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

CGB

cc: VWC Holdings, LTD, 8534 Yankee Street Suite 2B, Dayton, OH 45458
The Old Fort Banking Company, 6430 Wilmington Pike, Bellbrook, OH 45305
Water/Sewer (file)
Bond Agreement file

Resolution

Number 18-0332

Adopted Date March 06, 2018

APPROVE APPROPRIATION DECREASES WITHIN VARIOUS FUNDS

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

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

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

| | | | |
|--------------|------|---------------|-------------------------------------|
| \$159,313.31 | from | #205-6710-400 | (BDD – Purchased Services) |
| \$ 71,378.13 | from | #205-6710-430 | (BDD – Utilities) |
| \$ 4,204.00 | from | #205-6710-460 | (BDD - Insurance) |
| \$ 680.00 | from | #205-6710-850 | (BDD – Training - Education) |
| \$ 136.29 | from | #205-6710-910 | (BDD – Other Expense) |
| \$ 3,000.00 | from | #218-5401-400 | (BDD – Purchased Services) |
| \$ 14,258.75 | from | #218-5401-447 | (BDD – Child Placement Specialized) |

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

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

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor Y
Appropriation Decrease file
Developmental Disabilities (file)
OMB

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

Resolution

Number 18-0333

Adopted Date March 06, 2018

APPROVE AN OPERATIONAL TRANSFER FROM MOTOR VEHICLE FUND #202 INTO STATE OPWC LOAN FUND #360

BE IT RESOLVED, to approve the following operational transfer:

\$112,715.70 from #202-3120-997-9000 (Operational Transfer)
into #360-9000-999-9000 (Operational Transfer)

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

Mr. Grossmann – absent

Mr. Young – yea


Mrs. Jones – yea

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Operational Transfer File
Engineer (file)
OMB

Resolution

Number 18-0334

Adopted Date March 06, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO AUDITOR'S REAL ESTATE FUND
#237

BE IT RESOLVED, to approve the following supplemental appropriation in order to process a vacation payout for former Auditor's Office employee Rosie Crogan:

\$.17 into #237-1120-882 (Vacation Payout)

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file)
Supplemental App. file
OMB

Resolution

Number 18-0335

Adopted Date March 06, 2018

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO MUNICIPAL VICTIM WITNESS FUND #255

BE IT RESOLVED, to approve the following supplemental appropriations:

| | | | |
|------------|------|---------------|--------------------|
| \$3,000.00 | into | #255-1150-102 | (Regular Salaries) |
| \$ 400.00 | into | #255-1150-811 | (P.E.R.S) |
| \$5,000.00 | into | #255-1150-820 | (Health Insurance) |
| \$ 100.00 | into | #255-1150-871 | (Medicare) |


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

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

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Supplemental App. file
Prosecutor (file)
OMB

Resolution

Number 18-0336

Adopted Date March 06, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO JAIL CONSTRUCTION AND REHAB FUND #497

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 5,000.00 into #497-3712-400 (Purchased Services)


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

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

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Supplemental Appropriation file
Sheriff (file)
OMB

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

Resolution

Number 18-0337

Adopted Date March 06, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO FAIRGROUNDS CONSTRUCTION
PROJECT FUND #498

BE IT RESOLVED, to approve the following supplemental appropriation:

\$6,816.79 into #498-3000-3740-400 (Purchased Services)

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

Mr. Grossmann – absent


Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Supplemental Appropriation file
Fairgrounds (file)
OMB

Resolution

Number 18-0338

Adopted Date March 06, 2018

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS' GENERAL FUND #101-1110 INTO COURT OF COMMON PLEAS PRETRIAL SERVICES FUND #101-1222

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners' Fund #101-1110 into Court of Common Pleas Pretrial Services Fund #101-1222 in order to process vacation leave payout for Kaitlin Warren former employee of the Court of Common Pleas Pretrial Services:

| | | | |
|------------|------|---------------|--|
| \$1,775.18 | from | #101-1110-882 | (Commissioners – Vacation Leave Payout) |
| | into | #101-1222-882 | (CPC, Pretrial Services - Vac. Leave Payout) |

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 18-0339

Adopted Date March 06, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN CORONER'S FUND #101-2100

BE IT RESOLVED, to approve the following appropriation adjustment:

\$31.00 from #101-2100-102 (Coroner – Regular Salaries)
 into #101-2100-101 (Coroner – Elected Official Salary)


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

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

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Adjustment file
Coroner (file)
OMB

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

Resolution

Number 18-0340

Adopted Date March 06, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN DOG AND KENNEL FUND #206

BE IT RESOLVED, to approve the following appropriation adjustment:

| | | | |
|------------|------|---------------|-----------------------------------|
| \$1,384.00 | from | #206-2700-210 | (Office Supplies) |
| | into | #206-2700-320 | (Cap. Purchase \$10,000 and over) |

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

Mr. Grossmann – absent

Mr. Young – yea


Mrs. Jones – yea

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 18-0341

Adopted Date March 06, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE OHIOMEANSJOBS WARREN COUNTY FUND #258

WHEREAS, an appropriation adjustment is necessary for payment of Other Expenses; and

NOW THEREFORE BE IT RESOLVED, to approve an appropriation adjustment within the OhioMeansJobs Warren County Fund # 258.


| | | | |
|-----------|------|---------------|---|
| \$ 10,000 | from | #258-5800-910 | (Other Expense) |
| | into | #258-5800-663 | (Classroom Training, Increased Obligations from Rapid Response Money) |

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

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


Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

kh/

cc: Auditor 
Appropriation Adjustment File
OhioMeansJobs (file)
OMB

Resolution

Number 18-0342

Adopted Date March 06, 2018

AUTHORIZE PAYMENT OF BILLS

BE IT RESOLVED, to authorize payment of bills as submitted on Batches #03/06/2018 001, #03/06/2018 002, #03/06/2018 003, #03/06/2018 004, #03/06/2018 005, and #03/06/2018 006; said batches attached hereto and made a part hereof.

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

Mr. Grossmann – absent

Mr. Young – yea


Mrs. Jones – yea

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 

Resolution

Number 18-0343

Adopted Date March 06, 2018

GRANTING VARIANCE TO WARREN COUNTY PORT AUTHORITY REQUIRED FOR AN ACCESS PERMIT FOR PARCEL# 08133000030 AND # 08194000050 TO GREENTREE ROAD IN TURTLECREEK TOWNSHIP, WARREN COUNTY, OHO

WHEREAS, on February 5, 2018, Warren County Port Authority filed a Request for Variance of Conditions Required for an Access Permit due to its Application for an Access/Driveway Culvert Permit to access to Greentree Road for Parcel # 08133000030 and # 08194000050 in Turtlecreek Township, Warren County, Ohio (the “subject property”), being denied by the Warren County Engineer on February 2, 2018; and,

WHEREAS, on February 8, 2018, this Board adopted Resolution # 18-0159 setting the matter for a quasi-judicial hearing (the “hearing”) on March 6, 2018, and, after notice having been published in the Today’s Pulse-Warren County newspaper on February 18, 2018, and written notice having been mailed on February 12, to the Applicant, the Applicant’s Engineer, the Turtlecreek Township Board of Trustees, and the Warren County Engineer, the Board opened the hearing on March 6, 2018; and

NOW THEREFORE BE IT RESOLVED, to make the following findings of fact and decision in this matter after a unanimous vote to close the hearing on March 6, 2018.

A. CONCLUSIONS OF FACT.

The hearing was convened on March 6, 2018, with Commissioner David G. Young, in his capacity as Vice-President of the Board presiding, and Commissioner Shannon Jones present. The hearing began with Commissioner Young requesting, and the Board’s Clerk, Tina Osborne, identifying the property owner, resolution number and date setting the hearing; and how and when the hearing had been advertised.

The hearing was recorded and all witnesses swore an oath prior to testifying. During the hearing the Applicant was permitted to appear and be heard in person, or through an attorney. They were given a reasonable opportunity to present their position, arguments, and contentions. The owner was also given a reasonable opportunity to offer and examine witnesses, cross-examine witnesses, and present evidence in support of the Variance.

Prior to taking testimony from the Applicant or any Proponents and Opponents, Commissioner Young requested the County Engineer, or his designee, testify relating to the reasons why the County Engineer’s Office had denied a Permit to access the subject property. The Board heard sworn testimony from Chief Deputy County Engineer, Kurt Weber. Mr. Weber testified an access Permit had been denied because 401.8.2-d requires 495 feet of spacing between the proposed driveways on Greentree Road, which functions as a Collector Street and the intersection of New England Way, as it relates to Access No. 1 and Access No. 2 (proposed full new street access requires 660 of spacing between the proposed new street on Greentree Road and the intersection of New England Way.

RESOLUTION #18-0343

MARCH 6, 2018

PAGE 2

Mr. Weber submitted for admission into the evidence: i) the County Engineer's Report; and drawing C400 and C404.

Mr. Weber indicated the County Engineer's Office is in support the variance as the Applicant's Traffic Impact Study shows that the proposed access locations/spacing will operate safely and properly. He then testified that the owner should be required as a condition of approval to dedicate right of way along Greentree Road to accommodate the right turn lane and any future left turn lane determined to be needed in association with the development of Union Village.

Commissioner Young invited any other persons present to testify. No other persons, proponents or opponents, testified.

The Board did not refuse to accept any evidence, nor did the Board refuse to allow any person present to testify.

B. DECISION.

After applying the applicable law, including without limitation the factors in Section 601.4, et seq. of the Access Management Regulations, to the testimony and evidence presented during the hearing, the Board voted unanimously to grant the variance thereby allowing the County Engineer to grant a Permit for the access points as shown on Drawing Sheets C400 and C404 (attached) subject to the dedication of road right of way along Greentree Road to accommodate the right turn lane and any future left turn lane determined to be needed in association with the development of Union Village.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

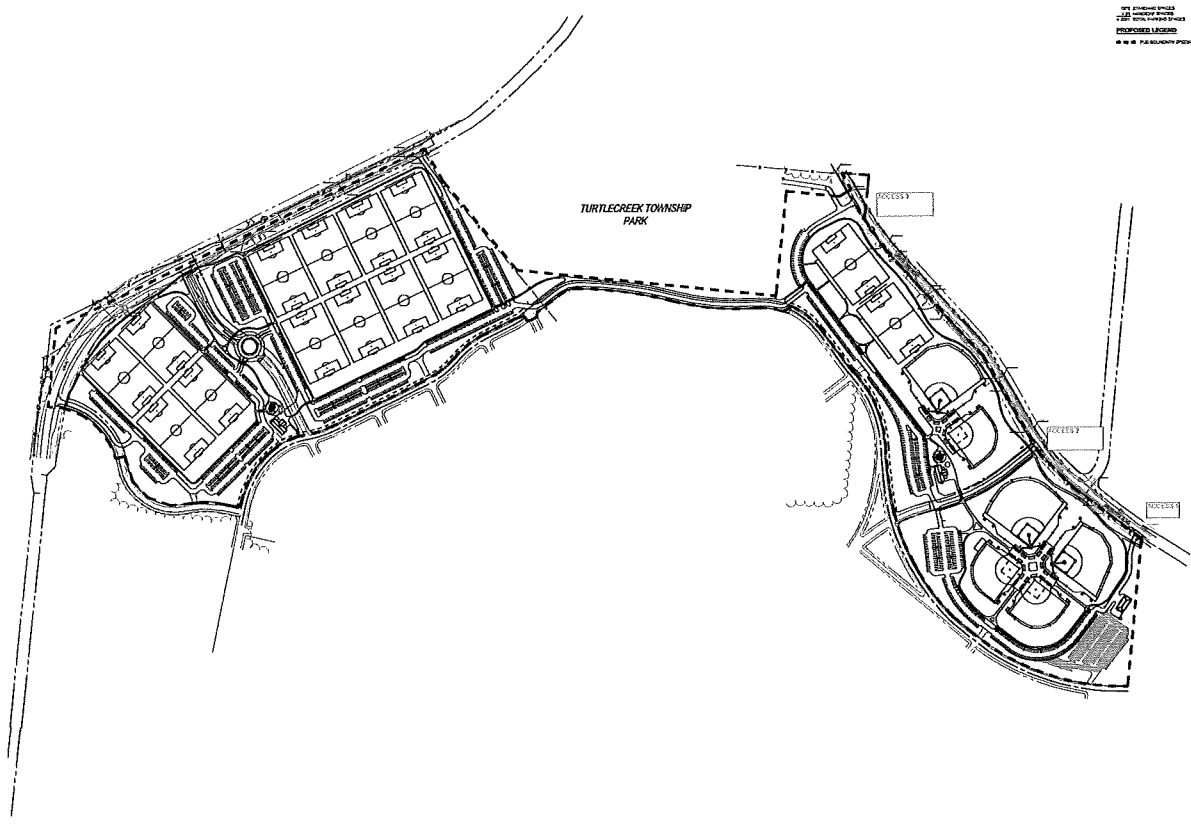
Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)
Public Hearing file
Applicant



LOCATION NOTES

1. ALL DIMENSIONS ARE TO THE FACE OF UNLESS NOTED OTHERWISE.
2. ALL DIMENSIONS ARE TO THE FACE OF UNLESS NOTED OTHERWISE.
3. ALL DIMENSIONS ARE TO THE FACE OF UNLESS NOTED OTHERWISE.
4. ALL DIMENSIONS ARE TO THE FACE OF UNLESS NOTED OTHERWISE.

PLANNING COUNTY NOTES

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2. ALL DIMENSIONS ARE TO THE FACE OF UNLESS NOTED OTHERWISE.

3. ALL DIMENSIONS ARE TO THE FACE OF UNLESS NOTED OTHERWISE.

4. ALL DIMENSIONS ARE TO THE FACE OF UNLESS NOTED OTHERWISE.



Warren County Sports Park

11747 Jackson Pike
Lebanon, Ohio 45031
614.885.1125

WARREN COUNTY SPORTS PARK AT UDON VILLAGE

WARREN COUNTY
Lebanon, Ohio

DATE: 03.13.17
REVISED: 03.13.17
REVISED: 03.13.17
REVISED: 03.13.17
REVISED: 03.13.17

Scale: 1" = 100'-0"

Drawn By: CPH

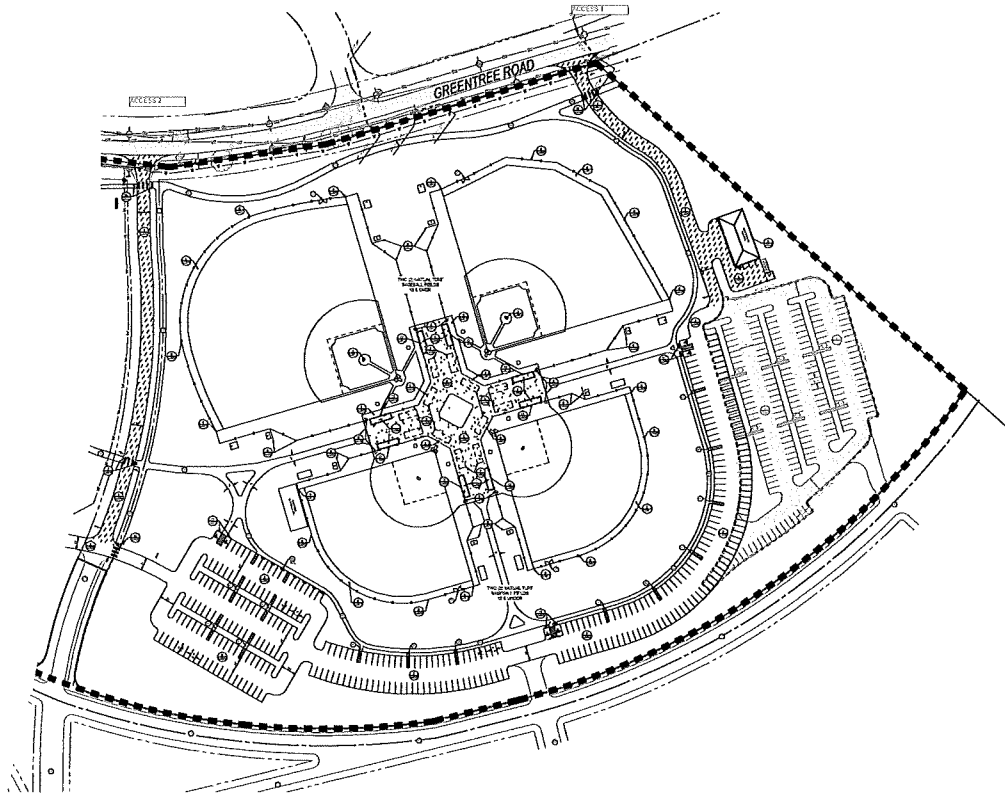
Checked By: CPH

OVERALL SITE PLAN

Sheet No. 1
C400

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- PROPOSED LEGEND**
- EXISTING UTILITY STRUCTURE
 - PROPOSED UTILITY STRUCTURE
 - PROPOSED STRUCTURE
 - EXISTING STRUCTURE

- KEY NOTES**
1. REFER TO SHEET 1 OF 1 FOR OTHER NOTES.
 2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
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- LOCATION NOTES**
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- KEY MAP**
-

- DATE:** 03.11.17
PROJECT NO.: 140034.000
CHECKED BY: CAH
DRAWN BY:
SCALE: 1:1000

LOCATION PLAN



WARREN COUNTY SPORTS PARK AT UNION VILLAGE
WARREN COUNTY
 Lebanon, Ohio

DATE: 01 12.06.16 **PRELIMINARY PLANS**
 02 01.26.17 **REVISED PLANS**
 03 03.13.17 **REVISED PLANS**
 04 03.11.17 **REVISED PLANS**
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LOCATION PLAN



**warrencounty
SPORTS**



THE KLEINGERS



**SPORT WORKS
FIELD DESIGN**

A Division of The Kleingers Group

CONTACT:

USA Sports
 A Division of HGA Architects
 313 North Main Street
 6th Floor
 Columbus, OH 43202
 614.462.2646

CAH Consulting Engineers
 2225 E. 14th Street, 6th Floor
 Columbus, OH 43202
 614.462.4545

Schwartz Structural Engineers
 1041 Washington Drive, Suite 111
 Columbus, OH 43241
 614.663.0300

VERCH
 11147 Jackson Park
 Independence, Kentucky 41051
 859.363.7100

**WARREN COUNTY SPORTS
PARK AT UNION VILLAGE**

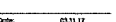
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LOCATION PLAN

Resolution

Number 18-0344

Adopted Date March 06, 2018

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,
MARCH 8, 2018

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,
March 8, 2018.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
All Departments
Commissioners file
Press