

# Resolution

Number 18-0631

Adopted Date April 12, 2018

ACCEPT RESIGNATION, DUE TO RETIREMENT, OF NANCY MACHULSKIY, WITHIN THE EMERGENCY SERVICES DEPARTMENT, EFFECTIVE JANUARY 31, 2019

WHEREAS, Ms. Machulskiy has submitted her intent to retire effective January 31, 2019; and

BE IT RESOLVED, to accept the resignation, due to retirement, of Nancy Machulskiy, within the Emergency Services Department effective January 31, 2019

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

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

Resolution adopted this 12<sup>th</sup> day of April 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)  
N. Machulskiy's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker  
Job Class #1345  
Position Control #264101345

# Resolution

Number 18-0632

Adopted Date April 12, 2018

PROMOTE JESSE MADDEN FROM EMERGENCY COMMUNICATIONS OPERATOR TO THE POSITION OF EMERGENCY COMMUNICATIONS OPERATIONS MANAGER WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

WHEREAS, the director has recommended promoting Mr. Madden to the position of Emergency Communications Operations Manager after interviewing multiple internal and external candidates: and

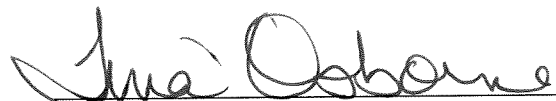
NOW THEREFORE BE IT RESOLVED, to promote Jesse Madden to the position of Emergency Communications Operations Manager, exempt status (40 hours per week), Pay Range #A, at \$2,592.80 bi-weekly, effective pay period beginning April 28, 2018 subject to six month probation period; and

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

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

Resolution adopted this 12<sup>th</sup> day of April 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

HR

cc: Emergency Services (file)  
Jesse Madden's Personnel File  
OMB – Sue Spencer  
Job Class # 1332  
Position Control #101101332

# Resolution

Number 18-0633

Adopted Date April 12, 2018

AUTHORIZE THE POSTING OF THE "EMERGENCY COMMUNICATIONS LEADS/TRAINING COORDINATOR" POSITION, WITHIN THE EMERGENCY SERVICES DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for an "Emergency Communications LEADS/Training Coordinator" position within the Emergency Services Department; and


NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Emergency Communications LEADS/Training Coordinator" 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 April 13, 2018.

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

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

Resolution adopted this 12<sup>th</sup> day of April 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

H/R

cc: Emergency Services (File)  
S. Spencer – OMB  
Job Class # 1345  
Position Control # 264101345

# Resolution

Number 18-0634

Adopted Date April 12, 2018

ACCEPT RESIGNATION OF DALLAS CUPP, CUSTODIAL WORKER, WITHIN THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT, EFFECTIVE APRIL 10, 2018


BE IT RESOLVED, to accept the resignation of Dallas, Cupp, Custodial Worker I, within the Warren County Facilities Management Department, effective April 10, 2018.

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

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

Resolution adopted this 12<sup>th</sup> day of April 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Facilities Management (file)  
D. Cupp's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker  
Job Class #1160  
Position Control #101101160

# Resolution

Number 18-0635

Adopted Date April 12, 2018

AUTHORIZE THE POSTING FOR "CUSTODIAL WORKER I" POSITION, WITHIN THE FACILITIES MANAGEMENT DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists one opening for "Custodial Worker I" position within the Facilities Management Department; and

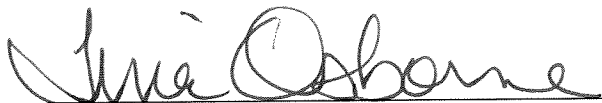
NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Custodial Worker I" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning April 13, 2018.

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

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

Resolution adopted this 12<sup>th</sup> day of April 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

HR

cc: Facilities Management (file)  
OMB Sue Spencer  
Job Class #1160  
Position Control #101101160

# Resolution

Number 18-0636

Adopted Date April 12, 2018

## APPROVE HIRING OF TEMPORARY EMPLOYEES FOR THE FACILITIES MANAGEMENT DEPARTMENT

WHEREAS, in order to accomplish the seasonal maintenance of the Facilities Management Department, there is a need within the Facilities Management Department to hire temporary employees; and

NOW THEREFORE BE IT RESOLVED, to hire the following employees within the Facilities Management Department, for approximately twelve weeks:

Landen Brown, as a temporary General Laborer, Job Class #1100, Position Control #101101100, Temporary Rate of \$10.00/hour, full-time, temporary, subject to a negative drug screen and a background (BCI) check

Samuel Burns, as a temporary General Laborer, Job Class #1101, Position Control #101101101, Temporary Rate of \$10.00/hour, full-time, temporary, subject to a negative drug screen and a background (BCI) check

BE IT FURTHER RESOLVED, that a condition of said employment is that all persons hired under this resolution acknowledge that they will be in an "on-call" status from day-to-day, at the discretion of the departmental supervisor and will make themselves available upon call.

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

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

Resolution adopted this 12<sup>th</sup> day of April 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)  
Personnel Files  
OMB – Sue Spencer

# Resolution

Number 18-0637

Adopted Date April 12, 2018

## APPROVE HIRING TEMPORARY EMPLOYEES FOR THE WATER AND SEWER DEPARTMENT

WHEREAS, in order to accomplish the seasonal maintenance of the water and sewer facilities, there is a need within the Water and Sewer Department to hire temporary employees; and

NOW THEREFORE BE IT RESOLVED, to hire the following employees within the Water and Sewer Department, for approximately twelve weeks;

Zachary Potts, as temporary General Laborer, Job Class #2181, Position Control #510102180, Temporary Rate of \$10.00/hour, full-time, temporary, subject to a negative drug screen and a background (BCI) check

Griffin Cook, as temporary General Laborer, Job Class #2182, Position Control #510102182, Temporary Rate of \$10.00/hour, full-time, temporary, subject to a negative drug screen and a background (BCI) check

Christopher Johnson, as a temporary General Laborer, Job Class #2183, Position Control #10102183, Temporary Rate of \$10.00/hour, full-time, temporary, subject to a negative drug screen and a background (BCI) check

BE IT FURTHER RESOLVED, that a condition of said employment is that all persons hired under this resolution acknowledge that they will be in an "on-call" status from day-to-day, at the discretion of the departmental supervisor and will make themselves available upon call.

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

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

Resolution adopted this 12<sup>th</sup> day of April 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
Personnel Files  
OMB – Sue Spencer

# Resolution

Number 18-0638

Adopted Date April 12, 2018

HIRE KASSIDY MOORE AS A SUMMER INTERN FOR THE WATER AND SEWER DEPARTMENT

WHEREAS, the Water and Sewer Department is in need of a summer intern to assist office operations; and

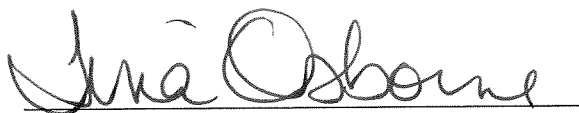
NOW THEREFORE BE IT RESOLVED, to approve the hiring of Kassidy Moore, for a summer intern position within the Warren County Water and Sewer Department , non-exempt status (40 hours per week), \$12.00 per hour, effective May 14, 2018 through the summer, subject to a negative drug screen and background check (BCI).

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

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

Resolution adopted this 12<sup>th</sup> day of April 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

H/R

cc: Water and Sewer Dept (file)  
K. Moore's Personnel file  
OMB – Sue Spencer  
Job Class #2189  
Position Control #510102189



# Resolution

Number 18-0639

Adopted Date April 12, 2018

AUTHORIZE PUBLICATION OF NOTICE TO PUBLIC OF PROPOSAL TO CONSTRUCT IN A FLOODPLAIN RELATIVE TO THE FISCAL YEAR 2018 FRANKLIN WOODS CURB & GUTTER COMMUNITY DEVELOPMENT BLOCK GRANT RPROJECT


BE IT RESOLVED, to authorize and direct the Clerk to publish a Notice to Public of Proposal to Construct in a Floodplain relative to the Fiscal Year 2018 Franklin Woods Curb & Gutter Community Development Block Grant Project; said publication to appear in The Today's Pulse newspaper on April 22, 2018.

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

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

Resolution adopted this 12<sup>th</sup> day of April 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/sm

cc: OGA (file)

# Resolution

Number 18-0640

Adopted Date April 12, 2018

APPROVE AND ENTER INTO THREE YEAR CONTRACT WITH DEBRA-KUEMPEL ON BEHALF OF FACILITIES MANAGEMENT FOR PREVENTATIVE MAINTENANCE SERVICES ON CHILLERS

BE IT RESOLVED, to approve and enter into a 3 year contract with DeBra-Kuempel for chiller preventative maintenance services. Copy of agreement is attached hereto and made a part hereof; and


BE IT FURTHER RESOLVED, to approve purchase order #24624 in the amount of \$25,000.00 for said services.

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

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

Resolution adopted this 12<sup>th</sup> day of April 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: C/A—DeBra Kuempel  
Facilities Management (file)

A DeBra-Kuempel Inc.

*Proposal to Provide*

## Chiller Preventive Maintenance Services

*Prepared for*



**Warren County**  
**406 Justice Drive**  
**Lebanon, Ohio 45036**

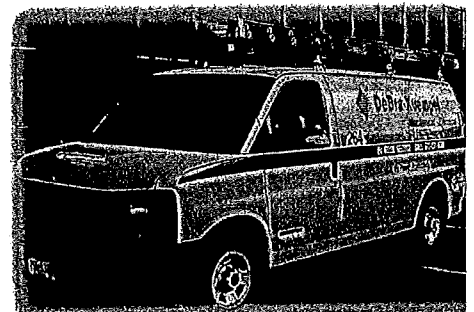
**Mr. Justin Kildow**

**February 16, 2018**

**SUBMITTED BY:**

**Tom Gliotti**  
Account Executive  
DeBra-Kuempel, Inc.  
2268 N. Moraine Drive  
Moraine, Ohio 45439  
Phone: 937-531-5455  
Fax: 937-531-5456  
[www.debra-kuempel.com](http://www.debra-kuempel.com)

E-mail: [tgigliotti@debra-kuempel.com](mailto:tgigliotti@debra-kuempel.com)



Building Relationships, Building Solutions

February 16, 2018

Mr. Justin Kildow  
Warren County  
406 Justice Drive  
Lebanon, Ohio 45036

Dear Justin:

DeBra-Kuempel Inc. appreciates the opportunity to quote a Preventive Maintenance agreement for the chiller equipment at **your office**.

A properly planned and executed Preventive Maintenance program can and will reduce costly emergency repairs and unscheduled equipment down time and will prolong the useful life span of your equipment. We have scheduled **six** preventive maintenance visits for this equipment.

A successful Preventive Maintenance program relies on documentation of equipment condition and status, used as a baseline to allow for prediction of component failure. We have enclosed our **chiller check out sheets** that will be filled out on each piece of equipment based upon your inspection interval. By having this documentation readily available, a history of equipment performance can be established. On subsequent inspections any deviance can be noted and dealt with accordingly. This proactive approach allows the problem to be recognized and corrected before major damage can occur.

We at DeBra-Kuempel Inc. look forward to working with you and your staff in performing this maintenance program. If any adjustments need to be made to the equipment list or scope of work, please contact me and the program can be altered appropriately.

#### Conditions

- ◆ This proposal is based upon all preventive maintenance work being performed during the normal working hours of 7:30 a.m. and 4:00 p.m., Monday through Friday, excluding holidays.
- ◆ Invoices will be rendered as work progresses and all invoices are payable upon receipt.
- ◆ Service charges at the rate of 1½% per month (as stated on our invoices) will be charged on all past due accounts.
- ◆ This quotation is subject to revision if not accepted within thirty (30) days.
- ◆ To signify your acceptance, please sign both copies of the enclosed agreement and return one copy to my attention, or refer specifically to this proposal on your purchase order.

Thank you for this opportunity to be of service. If you should have any questions or if I can be of further assistance please contact me directly.

Respectfully,

**DEBRA-KUEMPEL INC.**

Tom Gigliotti  
Account Executive



Automated Controls  
 Chillers  
 Electrical  
 Engineering  
 Facilities  
 Low Temperature  
 Plumbing  
 Process Piping  
 Refrigeration

#### Our Markets

- » Biotech/Healthcare
  - Hospitals
  - Pharmaceutical
- » Commercial
  - Office Buildings/Real Estate
  - Retail
- » Education
- » Manufacturing/Industrial
  - Distribution/Warehousing
  - Food Processing
  - Water/Wastewater Treatment
- » Public/Government
  - Municipal
  - Religious Facilities
- » Technology
  - Clean Rooms
- » Data Centers
- » Transportation

 **DeBra-Kuempel**  
 Mechanical / Electrical  
 An EMCOR Company

## Your convenient single-source for comprehensive lifecycle value

A wholly owned subsidiary of EMCOR Group, Inc., DeBra-Kuempel has been serving the local community for over 60 years by helping clients install and maintain a wide array of mechanical, electrical, plumbing, building automation and other facility systems.

**Our services extend from engineering and Design/Build, through construction, commissioning, predictive, and preventive maintenance.** And all of our services are backed by EMCOR's financial strength, knowledge transfer network and broad range of industry solutions. It's the complete package of services and capabilities you need for reliable system performance, reduced energy consumption and costs, and maximum return on your facility investment.



With its deep roots in the local community, and its reputation for integrity and dependability, DeBra-Kuempel is your convenient single-source solution for complete mechanical, electrical, plumbing and facilities services. So when you want reliable advice, leading-edge technical expertise and highly skilled professional workmanship, talk to DeBra-Kuempel.

**Our Comprehensive Services**

- » **Service Maintenance**
- » **Heating-Process & Comfort Systems**
  - Boilers
  - Burners
  - Hot water & steam
  - Thermal scanning
  - Indoor air quality (IAQ)
- » **Air Conditioning-Process & Comfort Systems**
  - Chillers, DX Systems
  - Computer rooms/labs
  - Refrigeration services
  - Environmentally controlled chambers & ultra low temp.
- » **Predictive Maintenance**
  - Infrared thermography
  - Vibration Analysis
  - Balancing
  - Laser alignment
- » **Process Piping**
  - Certified welding
  - High purity piping
  - Pipe & skid fabrication
- » **Mechanical Construction**
  - Design/Build
  - Analysis & retrofit
  - Tenant finish
  - Sheet metal
- » **Electrical**
  - Design/Build
  - Service/Maintenance
- » **Plumbing**
  - Design/Build
  - Service/Maintenance
  - Certified backflow preventer service
- » **Industrial Staffing**

Manpower based on need:

  - Daily, weekly or incremental
  - Project oriented
  - Process controls
  - Calibration/certification
- » **Facilities Management**
  - Staffing services
  - HVAC maintenance/service
  - Electrical maintenance/service
  - Plumbing maintenance/service
- » **Building Automation**

Control of all Building Systems

  - HVAC
  - Lighting
  - Utility metering
  - Tenant billing

Energy management

Remote monitoring from any internet connection

Installation & support for multiple product lines

  - Automated Logic
  - Honeywell
  - Johnson Controls
- » **Engineering Capabilities**
  - Registered staff
  - Mechanical
  - Industrial
  - Electrical
  - Plumbing
- » **Performance Contracting**
- » **Building Indoor Air Quality**
- » **NEBB**
- » **Commissioning**



**How can we help you?**

**3976 Southern Avenue, Cincinnati, OH 45227**  
**T: 513.271.6500 Toll Free: 800.395.5741**  
**F: 513.271.4676**

[www.debra-kuempel.com](http://www.debra-kuempel.com)  
[emcor\\_info@emcor.net](mailto:emcor_info@emcor.net)

**Other Locations:**

**Columbus, OH**  
**T 614.529.7500 F 614.529.7519**

**Dayton, OH**  
**T 937.531.5455 F 937.531.5456**

**Louisville, KY**  
**T 502.368.0454 F 502.384.8140**

**Maysville, KY**  
**T 606.563.8505 F 606.563.8750**

**Evansville, IN**  
**T 812.838.0900 F 812.838.0901**

**Division: EMCOR Services Automated Controls**  
**T 513.527.8040 F 513.271.4676**

***Building Relationships, Building Solutions.***

 **DeBra-Kuempel**  
*Mechanical / Electrical*  
**An EMCOR Company**

## EQUIPMENT SCHEDULE

**Customer:** Warren County  
**Address:** 406 Justice Drive  
Liberty Township, Ohio 45044

Page 1 of 1

Quantity	Equipment	Manufacturer	Model #	Serial #	Location
1	Air-Cooled Stealth Chiller -- 200-Ton	Trane	RTAF200FUAB1AA1 FN3XLA5A0	U14K00486	Jail
1	Air-Cooled Stealth Chiller -- 200-Ton	Trane	RTAF200FUAA1AA1 FN3X1	U14D09059	Admin Building
1	Air-Cooled Scroll Chiller -- 70-Ton	Trane	CGAM70A2	**	Old Admin Building
1	Air-Cooled Scroll Chiller	York	YCAL0070EC17XCAS DTX	RHNM009357	Jail
1	Air-Cooled Scroll Chiller	York	YCAL0070EC17XCAS DTX	RHNM009356	Jail
1	Air-Cooled Screw Chiller	Carrier	30GX-226-630JD	4199F55654	Admin Building
1	Air-Cooled Screw Chiller	Carrier	30XA1606F005783	2407Q91558	Health & Human Services
1	Air-Cooled Screw Chiller	Trane	RTAA070CYJ01A3D0 BFGN	U98B08236	Old Court Building

\*Filter and belt information will be provided upon award.

\*\*DeBra-Kuempel Inc. technician will acquire any omitted model and/or serial information on the above referenced equipment during first Preventive Maintenance visit.

**WARREN COUNTY**

(2) Stealth Chillers	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Customer notification		X		X		X		X		X		X
Initial site inspection		X		X		X		X		X		X
Review diagnostics		X		X		X		X		X		X
Lock out/tag out at main disconnect		X		X		X		X		X		X
Close compressor discharge service valve		X		X		X		X		X		X
Oil level check (screw machines) with unit shutdown (per circuit)				X								
Electrical inspection (RTAE)		X		X		X		X		X		X
Open AFD panel door(s) (unit locked out)		X		X		X		X		X		X
Drive cooling fluid level and pH check (per circuit)				X								
AFD3 inspection		X		X		X		X		X		X
Close AFD panel door(s)				X								
Visual condenser coil check		X		X		X		X		X		X
Condenser coil clean				X								
Leak test inspection (pressure positive)				X								
Remove lock out/tag out at main disconnect		X		X		X		X		X		X
Open compressor discharge service valve		X		X		X		X		X		X
Oil analysis per circuit				X								
Control panel calibration check		X		X		X		X		X		X
Compressor and oil separator heater check		X		X		X		X		X		X
Condenser fans check RTAE per circuit		X		X		X		X		X		X
Reinstall sound attenuation		X		X		X		X		X		X
Pre-start check RTA		X		X		X		X		X		X
Start unit		X		X		X		X		X		X
Compressor check (HellRotor Compressors)		X		X		X		X		X		X
Check EXV sight glass		X		X		X		X		X		X
Tracer TU Connect		X		X		X		X		X		X
Run service report (Tracer TU AdaptView)		X		X		X		X		X		X
Tracer TU final disconnect		X		X		X		X		X		X
Verify sound attenuation is reinstalled		X		X		X		X		X		X
Clean display		X		X		X		X		X		X
Complete required paperwork		X		X		X		X		X		X
Touch up paint				X								
Make recommendations of required repairs		X		X		X		X		X		X





**WARREN COUNTY**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(3) Scroll Chillers												
(3) Screw Chillers		X		X		X		X		X		X
Customer notification		X		X		X		X		X		X
Initial site inspection		X		X		X		X		X		X
Review diagnostics		X		X		X		X		X		X
Lock out/tag out at main disconnect		X		X		X		X		X		X
Electrical inspection		X		X		X		X		X		X
Close compressor discharge service valve				X								
Oil level check with unit shutdown (per circuit)				X								
Visual condenser coil check		X		X		X		X		X		X
Condenser coil clean				X								
Remove lock out/tag out at main disconnect		X		X		X		X		X		X
Open compressor discharge service valve				X								
Oil analysis				X								
Control panel calibration check		X		X		X		X		X		X
Compressor and heater check		X		X		X		X		X		X
Condenser fans check		X		X		X		X		X		X
Pre-start check CGAM		X		X		X		X		X		X
Start unit		X		X		X		X		X		X
Compressor check (Scroll Compressors)		X		X		X		X		X		X
Tracer TU Connect		X		X		X		X		X		X
Run service report (Tracer TU)		X		X		X		X		X		X
Tracer TU final disconnect		X		X		X		X		X		X
Verify sound attenuation is reinstalled		X		X		X		X		X		X
Clean display		X		X		X		X		X		X
Complete required paperwork		X		X		X		X		X		X
Make recommendations of required repairs		X		X		X		X		X		X



## Operating Log Record Air Cooled Chiller

Chiller Model No. \_\_\_\_\_

Compressor R.L.A. \_\_\_\_\_ (each Compressor)

Serial No. \_\_\_\_\_

Leaving Chilled Water \_\_\_\_\_ F. (C.)

Entering Condenser Water \_\_\_\_\_ F. (C.)

Refrigerant \_\_\_\_\_

Evap. PD \_\_\_\_\_ Ft. H2O: Cond. PD \_\_\_\_\_ Ft. H2O

	Date	Serviceman					
Voltage							
Motor Amps							
Condenser Pressure							
Evaporator Pressure							
Elapsed Time Indicator							
% Current							
No. of Starts							
Sump Oil Temperature							
Oil Feed Temperature							
Oil Pressure							
Oil Level							
Condenser Air Temperature IN							
Condenser Air Temperature OUT							
Cooler Water Temperature IN							
Cooler Water Temperature OUT							
Cooler Water Pressure IN							
Cooler Water Pressure OUT							
Cooler Water Pressure DIFF							
Discharge Line Temperature							
Suction Line Temperature							
Liquid Line Temperature							
Discharge Super Heat							
Suction Super Heat							
Condenser Approach							
Cooler Approach							
Refrigerant Level							
Evaporator Liquid Temperature							

Start Up Delta Temp. \_\_\_\_\_ : Shut Down Delta Temp. \_\_\_\_\_

(Dual unit(s) only: Enable Lag \_\_\_\_\_ % Disable Lag \_\_\_\_\_ % Delay Timer \_\_\_\_\_ minutes)



## SOLUTION OVERVIEW

- ◆ The following are a few benefits that Warren County will receive by implementing a Preventive Maintenance program with DeBra-Kuempel Inc. :

- Optimum comfort levels
- Reduced downtime of equipment
- Reduced premature equipment failures
- Extended equipment life

- ◆ Upon start-up you will receive:

- Assigned lead and backup technicians
- A guaranteed priority response time (24/7/365)
- Reduced labor rate
- Electronic Service Reporting
- Lifetime Compressor Warranty on new equipment installed and maintained by DeBra-Kuempel Inc.

- ◆ Annual condenser coil cleaning and coil cleaner is included.

- ◆ Upon signing, you will receive two (2) hours of Predictive Maintenance service to be used for your choice of Thermal Imaging service (i.e. breaker panels / electrical equipment / building envelope, etc.) OR Vibration Analysis (i.e. HVAC equipment / Chillers / Pumps / Fans, etc.) including a written report of findings. A full day option is also available for **\$780.00**.



- ◆ Receive a **complimentary energy benchmark** of your facility upon signing—valued at more than \$600.00! Our in-depth analysis compares your building's per square-foot energy consumption to similar facilities. Plus you will receive a customized report of recommendations outlining potential energy savings opportunities.

## PREVENTIVE MAINTENANCE AGREEMENT

This agreement is between DeBra-Kuempel Inc. and:

Customer Name:	Warren County	Contact Name:	Mr. Justin Kildow
Address:	406 Justice Drive Lebanon, Ohio 45036	Phone:	(513) 267-7625
		Email:	<a href="mailto:justin.kildow@co.warren.oh.us">justin.kildow@co.warren.oh.us</a>
		Effective Date:	February 1, 2018
		Service Interval:	Six Visits Per Year

### INVESTMENT

Pricing: DeBra-Kuempel Inc. will perform the services as outlined above for the sum of:

Twenty-Three Thousand Six Hundred and Eighty-Eight Dollars (\$23,688.00) per year, to be billed at \$3,948.00 per visit.

Note: DeBra-Kuempel Inc. will offer a 2.5% discount off the annual amount if the annual amount is "Paid in Full" within 30 days of the contract agreement date.

### PREDICTIVE MAINTENANCE SERVICES

Option: Add Predictive Maintenance Services

DeBra-Kuempel Inc. Predictive Maintenance division can perform the following services to your facility: Thermal Imaging, Vibration Analysis, Laser Alignment, Ultrasonic Detection, etc.

Add eight (8) hours of Predictive Maintenance Services \$780.00 per year  Accept  Decline

Add four (4) hours of Predictive Maintenance Services \$390.00 per year  Accept  Decline

### MULTI-YEAR OPTION

This service agreement can be extended to a three (3) year term at the time of signing. First and second year pricing will remain as above and the third year price will increase 5%. Billing options will be the same as above.

Accept  Decline Name: Tom Grossman

### EXECUTION BY AUTHORIZED REPRESENTATIVE

Accepted by:	<u>Warren County</u>	Submitted by:	DeBra-Kuempel Inc.
Signature:	<u>[Signature]</u>	Signature:	<u>[Signature]</u>
Name (printed):	<u>Tom Grossman</u>	Name (printed):	Bill Flaughter
Title:	<u>President</u>	Title:	Vice President
Date:	<u>4/12/18</u>	Date:	<u>3/29/16</u>

[Signature]  
Kathryn M. Horvath  
Asst. Prosecuting Attorney



**DeBra-Kuempel**  
Mechanical / Electrical  
An EMCOR Company



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Accept

Decline

Name

*Tom Grossman*

### EXECUTION BY AUTHORIZED REPRESENTATIVE

Accepted by:	<i>Tom Grossman</i>	Submitted by:	DeBra-Kuempel Inc.
Signature:	<i>Tom Grossman</i>	Signature:	<i>Bill Flaughner</i>
Name (printed):	Tom Grossman	Name (printed):	Bill Flaughner
Title:	President	Title:	Vice President
Date:	4/12/18	Date:	3/20/16

APPROVED AS TO FORM

*Kathryn M. Horvath*  
Kathryn M. Horvath

Building Relationships, Building Solutions



**DeBra-Kuempel**  
 Mechanical / Electrical  
 An EMCOR Company



## TERMS & CONDITIONS

1. We agree to furnish labor and material to provide the recommended preventive maintenance for the equipment specified on the attached equipment list and at intervals specified above.
2. Services required but not specifically included by this agreement will be performed at your request at our prevailing time and material rates. Under this agreement, DeBra-Kuempel Inc. agrees to provide the customer with reports indicating service work performed.
3. We agree to set up a schedule whereby our servicemen will start with the Owner's choice of any section of the building and proceed as designated. Each time a serviceman visits the Owner's building, he will start by reporting his presence to the person or persons that the Owner designates.
4. The Owner agrees to provide access to all equipment.
5. It is mutually understood that the equipment listed in this agreement is in proper operating condition. Upon the initial service inspection or start-up, if any repairs are necessary, this agreement will not be binding until these conditions have been corrected. Such corrections will be performed by DeBra-Kuempel Inc. on a charge basis at prevailing rates for material and labor. Acceptance of this agreement does not bind DeBra-Kuempel Inc. to make corrections in design or installation of the equipment.
6. This agreement excludes and DeBra-Kuempel Inc. will not be responsible for labor and/or material or equipment required or recommended by insurance companies, governmental agencies or codes, or union regulations, or necessitated by design or installation deficiencies.
7. This agreement excludes and DeBra-Kuempel Inc. will not be responsible for food spoilage, loss of business, delays or repairs caused or necessitated by damage due to freezing, flooding of submerged or water cooled coils or condensers, water in oil tank, unusual weather exposures, strikes, lock-outs, acts of God, acts of government, or others conditions beyond DeBra-Kuempel Inc.'s control, misuse of equipment or operation of the equipment in a manner contrary to DeBra-Kuempel Inc.'s advice and instructions, or work or materials furnished by any other party.
8. This agreement shall begin upon acceptance and shall remain in force and effect for a period of one year and from year to year thereafter until canceled. This agreement may be canceled by either party by written notification to the other party at least thirty (30) days prior to the desired termination date. Upon mutual consent, this agreement may be adjusted on any agreement anniversary date for changes in labor and material costs. Upon early termination or expiration of this agreement, DeBra-Kuempel Inc. shall have free access to enter customer locations to disconnect and remove any DeBra-Kuempel Inc. personal proprietary property or devices as well as remove any and all DeBra-Kuempel Inc.-owned parts, tools and personal property. Additionally, customer agrees to pay DeBra-Kuempel Inc. for all incurred but unamortized service costs performed by DeBra-Kuempel Inc. including overheads and a reasonable profit, not to exceed the annual contract amount.
9. DeBra-Kuempel Inc. may cancel this agreement immediately in the event of delinquency of payment.

### NO MODIFICATIONS

The contract arising by acceptance of your offer pursuant to this Proposal shall not be amended, modified or rescinded except by written agreement signed by an authorized official of each party, expressly referring to this contract. The Purchaser understands that no sales person or other representative of the Seller has the authority to make any agreement, contract, warranty, term, promise, condition or understanding, express or implied, which is not expressed herein or in a written modification of this contract signed by authorized officials of each party.

### REMEDIES OF SELLER

Prior to the installation of the equipment and materials to be furnished and sold pursuant to this contract, title to said equipment and materials shall remain the Sellers, and, in the case of non-payment, Seller shall be entitled to any and all remedies of an unpaid seller under the Ohio Uniform Commercial Code, including the right of the Seller to repossess said equipment and materials with or without legal process. Payment due Seller under this contract

is payable on receipt of Seller's Invoice. Service charges at the rate of 1 1/2% per month (as stated on our Invoices) will be charged on all past due accounts or as allowed pursuant to applicable law.

### WARRANTIES AND LIMITS OF LIABILITY

The Seller, unless equipment is sold without service, shall furnish and install, free of charge, such part or parts of the machinery and apparatus sold hereunder that may become defective in workmanship or material within one year from the date of delivery or installation. The seller's obligation shall be merely to furnish and install duplicate parts as provided herein, and the seller shall not be liable for defects arising from normal wear or tear, or breakage caused by carelessness or negligence in operation, nor is Seller responsible for any alterations that may be made in the machinery and equipment without its consent. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANT-ABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. The Seller shall not be held liable or accountable for damages or delays in installation or service due to strikes, accidents, fires, labor difficulties, engineering or design defects, or the inability to procure material from the usual sources of support or for any contingencies that are unavoidable or beyond the control of the Seller. Seller shall not be responsible for any damages incurred due to the inability of the building structure to properly support the equipment to be installed in this proposal. Seller shall not be responsible for any consequential damage or spoilage due to the installation, operation or time or manner of service of any equipment. All labor is to be performed during Seller's regular working hours unless so specified otherwise in writing.

### INSTALLATION AND COMPLETION

Unless specifically enumerated in proposal as Seller's responsibility, Purchaser is responsible for providing access (and removing structures or objects which interfere with this access) to equipment installation location; for structural supports for all equipment supplied; for local permits and codes; for providing adequate utility source (gas, electric, steam, water) adjacent to equipment. Completion dates are estimates only. No contract will be made to complete on a specified date unless in writing, signed by the President or a Vice-President of the Seller.

### INSURANCE

No transfer, renewal, extension or assignment of this contract or any interest hereunder or loss, injury, or destruction of said property shall release the Purchaser from his obligation hereunder. Every assignee of the Seller and/or its assigns shall be entitled to all the rights and remedies of the seller. The term "Seller" wherever used in this contract includes Seller's successors and assigns, unless otherwise defined.

Prior to written acceptance by Seller, the Seller shall have no responsibility for any work performed or financial obligations incurred by or on behalf of the Purchaser in anticipation of Seller's acceptance.

APPROVED AS TO FORM

*K. P.*  
 Kathryn R. [Signature]  
 Asst. Prosec. [Signature]



**DeBra-Kuempel**  
Mechanical / Electrical  
An EMCOR Company



## Preventive Maintenance Annual Account Review

### Example

DeBra-Kuempel Inc. will provide an annual review of the Preventive Maintenance program at your site. Our intention is to provide you with an overall assessment of the Preventive Maintenance program's effectiveness and discuss options for improvements / changes with your input. Examples of the kinds of reports that can be generated are as follows, but can be tailored to your individual needs:

- Review of Annual Expenses / Capital Plan Report
  - Includes Preventive Maintenance contract and Time & Material costs and Quoted Jobs
- Snapshot of Equipment Condition / Life Expectancy
  - Budgeting for replacement where advisable
- Identifying and Prioritizing Repairs by Unit



Warren County

Job #	Unit #	Date of Work Performed	Description of Repair	Cost of T&M Repair	Cost of Quoted Repair	Retrofit Expenses	Total Per Unit
11019	Air Compressor	5/7/2013	Air line piping was full of water; blew down lines			\$ 254.75	
16554	Air Compressor	10/24/2013	Power outage, troubleshoot, found damage to coil			\$ 810.73	
							\$ 1,065.48
17820	Make Up Air Unit	8/25/2013	Checked unit. Replaced flame rod. In heat mode. No other issues.	\$ 460.00			\$ 460.00
20847	RTU 2	10/19/2013	Replaced blown fuses	\$ 608.51			\$ 608.51
<b>Total Cost in Repairs</b>							<b>\$ 2,133.99</b>
<b>Total Cost in Retrofit Expenses</b>						<b>\$ 1,065.48</b>	

DRAFT

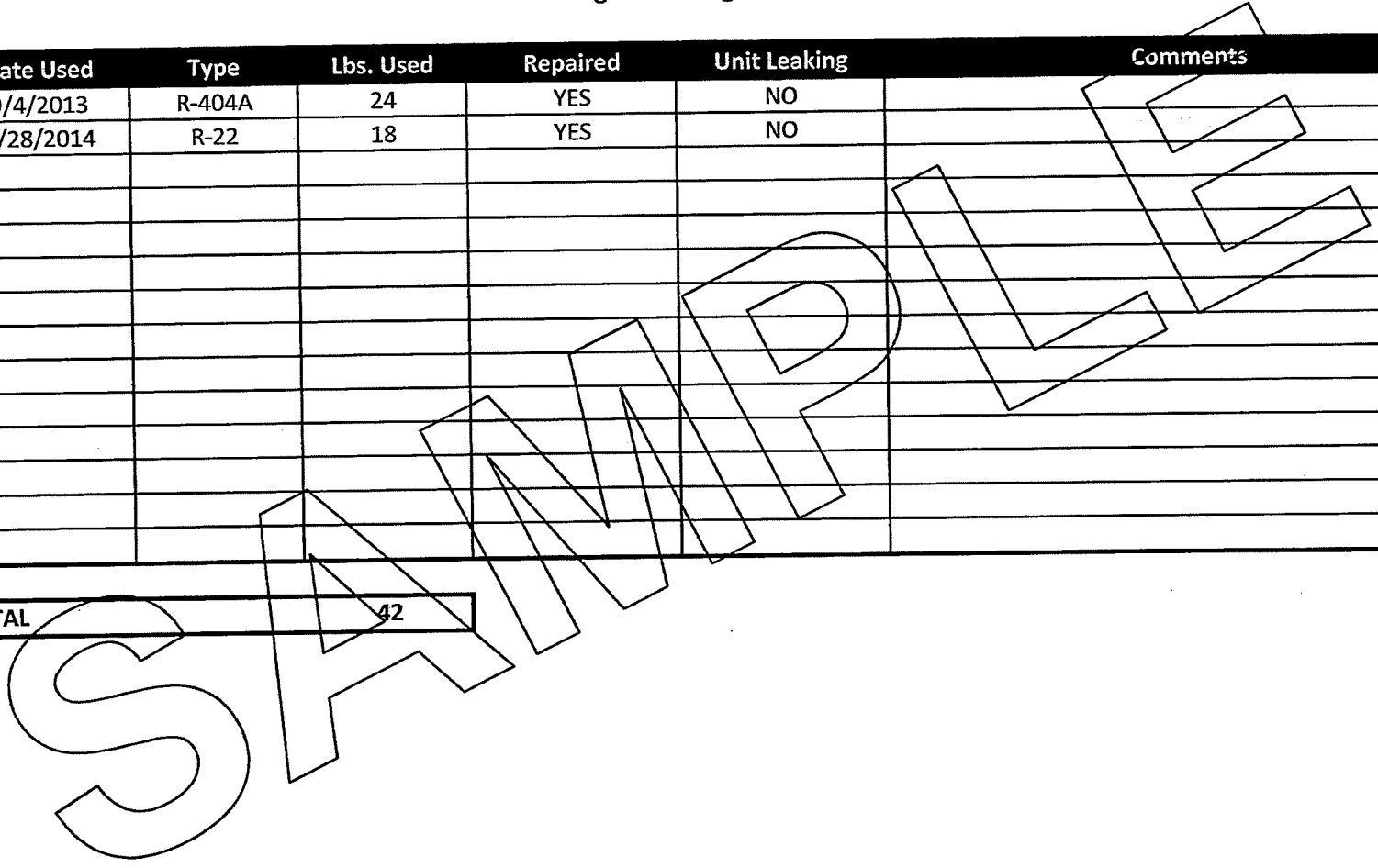




### Warren County Refrigerant Usage

Unit #	Date Used	Type	Lbs. Used	Repaired	Unit Leaking	Comments
FREEZER	9/4/2013	R-404A	24	YES	NO	
GYM-AAON	5/28/2014	R-22	18	YES	NO	

**TOTAL** 42





**Warren County**  
Capital Plan

Unit #	Issue	1 Year	3 Year	5 Year
MUA 1	Unit is 20+ years old		X	
MUA 2	Unit is 20+ years old		X	
CU 9	Unit is very old; R-22 not efficient	X		
CU 10	Unit is very old; R-22 not efficient	X		
Furnace	Unit is very old	X		
Furnace	Unit is very old	X		

SAMPLE

# Resolution

Number 18-0641

Adopted Date April 12, 2018

APPROVE AND ENTER INTO A SOFTWARE MAINTENANCE AGREEMENT WITH PRIME AE GROUP, INC. ON BEHALF OF THE WARREN COUNTY INFORMATION TECHNOLOGY DEPARTMENT

BE IT RESOLVED, to approve and enter into a software maintenance agreement with Prime AE Group, Inc. on behalf of the Warren County Information Technology Department, as attached hereto and made a part hereof.

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

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

Resolution adopted this 12<sup>th</sup> day of April 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Prime AE Group Inc.  
Information Technology (file)



### SOFTWARE MAINTENANCE AGREEMENT

This Software Maintenance Agreement ("Agreement") is made and entered into this 12 day of April, 2018, by and between PRIME AE Group, Inc. with its principal offices at 8415 Pulsar Place Suite 300 Columbus Ohio 43240 ("Supplier"), and the company, person or entity executing this Agreement as the "Client" in the space provided below.

#### PURPOSE

This agreement sets out how the supplier will provide maintenance and support services for "Client" OnBase system. It describes for which items supplier will provide support, what activities it will perform, and how the client can expect problems with the OnBase system to be handled.

#### PARTIES INVOLVED

The Client	The Supplier
Warren County Information Technology 406 Justice Dr Lebanon, Ohio 45036	Prime AE Group, Inc. 8415 Pulsar Place, Suite 300 Columbus, OH 43240
Key Contact: Ben Clift, Director Department of Technology ben.clift@co.warren.oh.us 513.695.1523	Key contact: Nathan Dilley, Director of Sales <a href="mailto:ndilley@prime3sg.com">ndilley@prime3sg.com</a> 614.652.0042

#### DATES AND REVIEWS

This agreement begins on May 1, 2018 and will run for a period of 12 months.

It may be reviewed at any point, by mutual agreement. At the end of the above term, the supplier and client will discuss possible renewal options.

#### SOFTWARE COVERED

Module	Module Code	Quantity
Application Enabler	AEMPI1	2
Desktop Document Imaging (15 ppm max)	AIMPW1	2
Query API (Initial 500 queries/hour) (Thick Client)	APMPQ1	1
Query API (Additional block of 500 queries/hour) (Thick Client)	APMPQ2	1
Query API (Initial 500 queries/hour) (OnBase Unity/Core)	APMPQ3	1
Query API (Additional block of 500 queries/hour) (OnBase Unity/Core)	APMPQ4	9
Archival API	ARMPI1	1
Integration for AutoStore Route to OnBase	ASMPI1	1
CD Authoring	CDMPW1	1
COLD/ERM	CLMPW1	1



Concurrent Client (1-100)	CTMPC1	60
Named User Client (1-100)	CTMPN1	60
Workstation Client (1-100)	CTMPW1	100
Production Document Imaging (Kofax or Twain) (1)	DIMPW1	1
Production Document Imaging (Kofax or Twain) (2+)	DIMPW2	3
EDM Services	DMMPI1	1
Document Import Processor	DPMPW1	2
Distributed Disk Services	DSMPI1	1
Export	EXMPC1	1
Multi-User Server	OBMPW1	1
Publishing	PBIAI1	1
Virtual Print Driver	PTMPC1	1
Report Services	RPMPI1	1
Single Sign-On for Microsoft Active Directory Service	SNMPI1	1
Unity Forms	UFMPI1	1
Unity Integration Toolkit	UIMPI1	1
Unity Client Server	UNMPI1	1
Workflow Concurrent Client SL (1-20)	WLMPW1	20
Workflow Concurrent Client SL (21-50)	WLMPW2	21
Workflow Named User Client SL (1-20)	WLMPN1	20
Workflow Named User Client SL (21-50)	WLMPN2	15
Workflow Workstation Client SL (1-20)	WLMPW1	20
Workflow Workstation Client SL (21-50)	WLMPW2	5
Web Services Toolkit	WSMPI1	1
Conversion from Microsoft Office to Image Framework	WTMPI1	1
Web Server	WTMPW1	1

## CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES

### I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.



(4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

(5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(7) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and the technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.

(8) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.

(9) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(10) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

(11) (Include any additional safeguards that may be appropriate.)

## **II. CRIMINAL/CIVIL SANCTIONS**

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.



(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs or prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 52a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.



### III. INSPECTION

The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

### SCOPE – MAINTENANCE AND SUPPORT SERVICES

As this agreement is written in a spirit of partnership, the supplier will always make the best-possible efforts to provide support and rectify issues as requested.

However, this agreement only applies to the OnBase software modules listed in the above table.

**INCLUSIONS:** Generally, supplier shall: (1) use its commercially reasonable efforts to correct any properly reported Error(s) in the Software reported in accordance with Supplier's current policies for the reporting of Errors, in the exercise of its commercially reasonable judgment; (2) use its commercially reasonable efforts to correct any properly reported defect(s) (non-conformity to functional specifications mutually agreed upon by Supplier and Client) in any configurations of the Workflow or WorkView modules of the Software that are created by Supplier or any integrations of the Software with other applications, software or hardware that are configured or created by Supplier, which are confirmed by Supplier, in the exercise of its commercially reasonable judgment; and (3) upon the request of Client, provide technical assistance related to the operation and use of the Software by Client, or any problems with any of the foregoing. Client's report must include updated information on its installed version of the Software and information reasonably necessary to describe the circumstances under which the reported Error is manifest. Supplier shall undertake to report to Hyland Software, Inc. for confirmation any reported Errors promptly after receipt of proper notice from Client. Supplier shall undertake to confirm any reported defect(s) described above promptly after receipt of proper notice from Client in accordance with Supplier's current defect reporting procedures. Supplier shall perform services in an effort to correct confirmed Errors in the Software or defects in configurations or integrations created by Supplier promptly after making such confirmation. Maintenance and Support Services generally will be available during the hours of 8:00 a.m. to 6:00 p.m., EST, Monday through Friday, excluding holidays, or as otherwise provided by Supplier to its end users purchasing continuing Maintenance and Support Services in the normal course of its business, by on-line connectivity, telephonically or both. Client acknowledges and agrees that Supplier and Hyland Software, Inc. will require on-line access to the Software installed on Client's systems for Supplier to provide Maintenance and Support Services hereunder. Accordingly, Client shall install and maintain, at Client's sole cost and expense, appropriate communications software as specified by Supplier; and Client shall establish and maintain, at Client's sole cost and expense, an adequate connection with Supplier and Hyland Software, Inc. to facilitate Supplier's online Maintenance and Support Services.





**ON-SITE SERVICES:** Upon the reasonable request of Client, and submission of a purchase order for such services agreeing to pay for such services on a time and materials basis, Supplier may provide on-site Maintenance and Support Services at Client's facilities in connection with the correction of any Error(s) involving a mission critical function of the Software that is not functioning in a production environment.

**EXCLUSIONS:** Supplier is not responsible for providing, or obligated to provide, Maintenance and Support Services or Upgrades and Enhancements under this Agreement: (a) in connection with any Errors or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Software, including any configuration of the Workflow or WorkView modules of the Software that was not undertaken by Supplier or Hyland Software, Inc. or authorized in writing in advance by Hyland Software, Inc.; (b) In connection with any Error if Supplier (directly or through Hyland Software, Inc.) has previously provided corrections for such Error, which correction Client chooses not to implement; (c) in connection with any Errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than third party software bundled with the Software by Hyland Software, Inc.), hardware or any system or networking utilized by Client; (d) if the Software or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; or (e) if any party other than Supplier or Hyland Software, Inc. has provided any services in the nature of Maintenance and Support Services to Client with respect to the Software.

Additionally:

- This agreement does not cover issues caused by software and/or modules not listed in the above table under "Software Covered" section.
- If the client has prevented supplier from performing required maintenance or updates, there may be a delay in resolving issues.

**UPGRADES AND ENHANCEMENTS:** Supplier will provide to Client, in accordance with Hyland Software, Inc.'s then current policies, all Upgrades and Enhancements to the Software released by Hyland Software, Inc. during the term of this Agreement. Client acknowledges and agrees that Hyland Software, Inc. has the right, at any time, to change the specifications and operating characteristics of the Software and Hyland Software, Inc.'s policies respecting Upgrades and Enhancements and the release thereof to its end users. Any Upgrades and Enhancements to the Software and Documentation shall remain proprietary to Hyland Software, Inc. and the sole and exclusive property of Hyland Software, Inc., and shall be subject to all of the restrictions, limitations and protections of the EULA. All applicable rights to patents, copyrights, trademarks, other intellectual property rights, applications for any of the foregoing and trade secrets in the Software and Documentation and any Upgrades and Enhancements are and shall remain the exclusive property of Hyland Software, Inc.

**SPECIAL NOTES:** In this case where the Client is switching OnBase resellers, Supplier will be primarily responsible for providing Maintenance and Support for all Software related Issues mentioned in the above "Software Covered" section. For any Solution, related issues (which are currently maintained by the Client in-house or by a third party), Supplier will provide any necessary Support with an additional fee on a time and material basis.



## **CLIENT'S RESPONSIBILITIES:**

**Operation of the Software:** Client acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Software, including but not limited to providing training for its personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use. In addition, Client is solely responsible for its data, its database and for maintaining suitable backups of the data and database to prevent data loss in the event of any hardware or software malfunction. Supplier and Hyland Software, Inc. shall have no responsibility or liability for data loss regardless of the reasons for said loss. Supplier and Hyland Software, Inc. shall have no responsibility or liability for Licensee's selection or use of the Software or any hardware, third party software or systems.

**Client's Implementation of Error Corrections and Upgrades and Enhancements:** In order to maintain the integrity and proper operation of the Software, Client agrees to implement, in the manner instructed by Supplier, all Error corrections and Upgrades and Enhancements. Client's failure to implement any Error corrections or Upgrades and Enhancements of the Software shall relieve Supplier of any responsibility or liability whatsoever for any failure or malfunction of the Software, as modified by a subsequent Error correction or Upgrade and Enhancement, but in no such event shall Client be relieved of the responsibility for the payment of fees and charges otherwise properly invoiced during the term hereof.

**Notice of Errors; Documentation of Errors:** Client shall provide prompt notice of any Errors in the Software discovered by Client, or otherwise brought to the attention of Client, in accordance with Supplier's then current policies for reporting of Errors. Proper notice may include, without limitation, prompt telephonic and written notice to Supplier of any alleged Error. If requested by Supplier, Client agrees to provide written documentation of Errors to substantiate the Errors and to assist Supplier in the detection and correction of said Errors.

**Access to Premises and Systems:** Client shall make available reasonable access to and use of Client's premises, computer hardware, peripherals, Software and other software as Supplier deems necessary to diagnose and correct any Errors or to otherwise provide Maintenance and Support Services. In addition, Client acknowledges and agrees that Hyland Software, Inc. may be retained by Supplier to provide Error corrections or other Maintenance and Support Services directly to Client and, accordingly, Client shall provide such same access directly to Hyland Software, Inc. Such right of access and use shall be provided at no cost or charge to Supplier or Hyland Software, Inc.

## **CUSTOMER SUPPORT PROCEDURES**

### **Technical Support Holiday Closures**

Supplier's Technical Support department is closed on several major U.S. Holidays (New Year's Day, July 4th, Thanksgiving Day and Christmas Day) and can provide Production Emergency support via our after-hours support program if requested by Client during the observed Holidays. In cases where Technical Support is closed, or all analysts are busy assisting others, you will be asked to leave a voicemail with your name, company name, and a phone number where you can be reached. The Support Analyst will respond within a reasonable amount of time (usually within 30 minutes, but not more than three hours).



#### Remote Software

Supplier's Technical Support currently uses a remote dial-in software called WebEx. This software allows the Technical Support Analyst to create a Web meeting and further view a shared workstation desktop in order to better troubleshoot an OnBase issue.

#### Support Issues

Support calls are prioritized in accordance with the demonstrable impact on OnBase solutions in production, and are not triaged by a layered or tiered Technical Support structure. Supplier's Technical support analysts are empowered to determine an issue's impact on the OnBase solution in question and can obtain immediate attention by a team of Quality Assurance and Development personnel to assist with achieving resolution.

Below is the standard support process that Supplier will follow.

1. Client to assign an on-site super user to be liaison and first point of contact for its end users
2. After best effort and basic troubleshooting, Client liaison will contact Supplier
3. Supplier will confirm the receipt of the issue by sending an acknowledgement email within 30 minutes with a unique Case ID in "Subject" field. The case ID should be referenced for the life of the issue through resolution.
4. Supplier will contact for initial information gathering within 2 business hours for non-critical matters and within 30 minutes for mission critical matters (i.e. database is down, workflow not functioning).
5. After initial information gathering, Supplier will respond with the estimated resolution time.
6. After resolution, Supplier will send a confirmation email and will close the case within 1 working day.

For better tracking of issues, Supplier expects separate emails for each issue and recommends to use the Case ID in "Subject" line.

- Hours of Operation: Monday – Friday, 8:00 am – 6:00 pm EST
- Phone: 614.591.0160
- Email: [support@prime3sg.com](mailto:support@prime3sg.com)

#### OnBase Blocked Builds & Serious Issues

Occasionally, there can be issues identified in the software that Hyland believes to be serious enough to proactively notify its partners and Clients. Such issues could cause an inadvertent loss or modification of data, a security vulnerability, or any other issue that could severely impact a Client's OnBase experience. When such a situation arises, Supplier strongly recommends Clients utilize a version/build of the software that is not impacted by such an issue. If the issue is serious enough, Hyland may block the ability to upgrade to an affected build without a further business case, and acknowledgement from the Client that they have been made aware of the issue.

#### Closed No Response

If Client open an issue with Supplier and Supplier attempt to follow up three times via voicemails and/or e-mails asking for additional information but do not receive a reply, Supplier will close the support issues due to "No Response." Typically, Supplier will attempt to follow up on an open support issue via voicemails and/or e-mails every other day. If no reply is received on the first two attempts, the third attempt will



typically inform Client of our intent to close the issue. If Client feels there is still an issue that requires Tech Support assistance and would like to reopen an issue that was Closed - No Response, Client may do so by providing an update as to the current status of the issue and providing the information requested by the Tech Support analyst during previous follow up attempts or details as to why the information cannot be provided in a timely manner.

## **ESCALATION PROCESS**

Support issues that materially impact production use of the system are worked immediately. Supplier endeavors to identify a workaround whenever a permanent solution to a software error cannot be made within a reasonable timeframe. Clients who believe that the resolution process is not proceeding in a satisfactory manner are encouraged to contact Supplier's Support Manager. If subsequent escalation is required, Clients can call the Technical Manager or the Chief Technology Officer.

### **Escalation Severity Levels**

Support issues are prioritized in accordance with the demonstrable impact on OnBase solutions in production. Support Issues that impact production use of the system are worked immediately. Supplier's Support Analyst that receives the call/issue is empowered to determine its impact on the Client's OnBase solution and to obtain immediate attention to the issue as required. The management and prioritization of support issues extending beyond those that immediately impact production use of the software are made on a continual basis.

#### **Level 1 Description:**

"Level 1 Error" means any Error that causes total or substantial Software failure, which means that the Software is down and Client is unable to access the Software in any way within their production environment.

#### **Supplier Response:**

Upon receiving notification from Client, Supplier's support analyst will immediately notify a support Manager. Within thirty (30) minutes, the Manager will notify a member of Senior Management or the Chief Technology Officer. Supplier will contact Hyland team for additional support until the issue is resolved. If there is no Resolution within two (2) hours of the Client's notice, Supplier will place the Client on the High Visibility Ticker (HVT). If there is no Resolution within four (4) hours of the Client's notice or by the end of business of that day, Supplier will designate the Error as Code Blue. Designation as Code Blue means a resolution team is immediately formed for the Level 1 Error and the resolution team provides continuous updates on all issues of change or status to all C-Level Executives of Suppliers. To provide a Resolution, Supplier will match the Client's effort, up to and including 24 hour days, 7 days a week, through holidays and weekends until there is a Resolution.

#### **Level 2 Description:**

"Level 2 Error" means an Error which adversely impacts a material group of people such that the material group of people is unable to access the Software in any way within their production system. A Client with a combination of more than ten (10) active Level 3 or Level 4 Errors will be treated as having a Level 2 Error.

#### **Supplier Response:**

Upon receiving notification from Client, Supplier's support analyst will notify a support Manager within sixty (60) minutes. Within two (2) hours, the Manager will notify a member of Senior Management or the Chief Technology Officer. Supplier will contact Hyland team for additional support until the issue is



resolved. If there is no Resolution by the end of business on that day, Supplier will place the Client on the High Visibility Ticker. If there is no Resolution within twenty-four (24) hours of Client's notice, Supplier will designate the Error as Code Blue. To provide a Resolution, Supplier will match Customer's efforts up to 24 hour days, 7 days a week, through holidays and weekends until there is a Resolution.

**Level 3 Description:**

"Level 3 Error" means any Error that adversely impacts a non-material group of people by preventing them from accessing the Software.

**Supplier Response:**

To provide a Resolution, Supplier will match Client's efforts up to 5 days/week, 16 hours/day, through holidays and weekends until there is a Resolution.

**Level 4 Description:**

"Level 4 Error" means that the Software is usable except that an Error causes a significant impact by running slowly or causing a function to crash.

**Supplier Response:**

To provide a Resolution, Supplier will use commercially reasonable efforts during regular support hours.

**Level 5 Description:**

"Level 5 Error" means that the Software is usable, except that a specific function is not working, which causes a nonmaterial impact on the Client.

**Supplier Response:**

Standard Maintenance and Support.

**Level 6 Description:**

"Level 6 Error" means the Software is usable, except that the Error causes a trivial inconvenience and the task can be completed in another way.

**Supplier Response:**

Standard Maintenance and Support.

## **FEES, PAYMENTS, CURRENCY AND TAXES**

- a) **Annual Maintenance Fees:** Client shall pay to Supplier annual maintenance fees in the amounts invoiced by Supplier.
  - i. **Software:** The table mentioned in the "Software Covered" section sets forth the aggregate invoice amounts for initial annual maintenance fees for each Software module licensed. Client shall be required to submit a purchase order for this Agreement, in the amount of the initial annual maintenance fees due hereunder.
  - ii. **Additional Software:** Supplier shall invoice Client for annual maintenance fees for all Software modules that Client additionally licenses under the EULA promptly upon acceptance of Client's purchase order for the purchase of Maintenance and Support Services for such Software.



- iii. **Renewal Periods:** Supplier shall invoice Client for annual maintenance fees for renewal terms at least forty-five (45) days prior to the end of the then-current term of this Agreement. In the event that any term of this Agreement for which annual maintenance fees are payable is a period of less than twelve (12) calendar months, the annual maintenance fees for such term will be pro-rated based upon the number of calendar months in such period (including the calendar month in which such term of this Agreement commences only if such period commences prior to the 15th day of such month).
  - iv. **Time and Materials Charges:** Notwithstanding anything to the contrary, if Client requests Supplier to provide Maintenance and Support services for tasks included in the "Exclusions" section of the document, then in any such case Client agrees that such services shall not be covered by the annual maintenance fees and Client agrees to pay for such Maintenance and Support Services at Supplier's standard time and materials charges. Supplier shall invoice Licensee for all time and materials charges hereunder.
- b) **Incidental Costs and Expenses:** Client shall be responsible for all incidental costs and expenses incurred by Supplier in connection with the performance of this Agreement. Examples of incidental costs and expenses include, without limitation, all costs and expenses for tools, supplies, accessories, media and other expendables purchased or otherwise used by Supplier, and out-of-pocket expenses incurred at Client's request, including but not limited to travel, meals and lodging expenses for on-site Maintenance and Support Services. Supplier shall invoice Client for all incidental costs and expenses hereunder.
- c) **Payments; Remedies.**
- i. **Annual Maintenance Fees:** Client shall pay all invoices for annual maintenance fees in full on or before the last day of the then-current term of this Agreement.
  - ii. **Other Payments:** Client shall pay all other invoices hereunder in full net thirty (30) days from the date of invoice.
  - iii. **Remedies:** All past due amounts shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Licensee in the payment of any amounts due hereunder, which default continues unremedied for at least ten (10) calendar days after the due date of such payment, Supplier shall have the right to cease to provide any Maintenance and Support Services and Upgrades and Enhancements to Client unless and until such default, and any and all other defaults by Client under this Agreement, shall have been cured.
  - iv. **U.S. Dollars:** All payments by Client to Supplier shall be made in U.S. dollars.
- d) **Taxes and Governmental Charges:** In addition to any and all other payments required to be made by Client hereunder, Client shall pay all taxes and governmental charges, foreign, federal, state, local or otherwise (other than income or franchise taxes of Supplier), however designated, which



are levied or imposed by reason of the transactions contemplated by this Agreement, including but not limited to sales and use taxes, excise taxes and customs duties or charges. Client agrees to make any and all required tax payments directly to the appropriate taxing authority.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives:

Warren County

PRIME AE Group

Licensee

Service Provider

Business Address:

406 Justice Dr

Lebanon OH 45036

By:

By:

Print Name:

Tom Grossman

Print Name:

Nanda Nair

Title:

President

Title:

Principal

Date:

4/12/18

Date:

03/21/18

APPROVED AS TO FORM

Keith W. Anderson  
Asst. Prosecuting Attorney



COPY

Faxed  
3-5-18

OFFICES OF WARREN COUNTY, OHIO  
PURCHASE ORDER - REQUISITION - CERTIFICATE

ORDER NO. 24269 ✓ Lebanon, Ohio Date 2-28-18

Vendor Name Prime AE Group, Inc. Vendor # 3696 ✓ Fund # 101  
Street \_\_\_\_\_ Trans. Code \_\_\_\_\_ Subfund # \_\_\_\_\_  
City, State, Zip \_\_\_\_\_ Prog. Code \_\_\_\_\_ Function # 1400  
Remittance Address (Required) \_\_\_\_\_ Class. Code \_\_\_\_\_ Object # 400 ✓  
Street 8415 Pulsar Place, Suite 300 Subaccount \_\_\_\_\_  
City, State, Zip Columbus, OH 43240 ✓

Memo State Term Total P.O. Amount \$98,788.81 ✓  
800448, STS314 (WH)

Auditor's Use Only:

QUANTITY	DESCRIPTION OF SERVICES	PRICE
	OnBase Maintenance Renewal	\$98,788.81 ✓
	(see quote)	

OFFICE OR DEPARTMENT  
Data Processing

SIGNATURE & TITLE  
*[Signature]* Director ✓

COUNTY AUDITOR'S CERTIFICATE (5705.410 O.R.C.)

It is hereby certified that the amount (\$ 98,788.81) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the County Treasury or in the process of collection to the credit line of Data Processing

County Commissioners (If Applicable)  
*[Signature]*

Fund free from any obligation or certification now outstanding.

Date Posted 3/2/18  
By *[Signature]* Deputy MATT NOLAN, AUDITOR

Date Approved 3.2.18

This order not valid unless County Auditor's Certificate is signed.





## Warren County OnBase Maintenance Pricing

For 05/01/2018 to 04/30/2019

Module	Module Code	Quantity	Rate	20% Maintenance
Application Enabler	AEMPI1	2	\$ 16,120.91	\$ 6,448.36
Desktop Document Imaging (15 ppm max)	AIMPW1	2	403.02	161.21
Query API (Initial 500 queries/hour) (Thick Client)	APMPQ1	1	8,060.45	1,612.09
Query API (Additional block of 500 queries/hour) (Thick Client)	APMPQ2	1	6,448.36	1,289.67
Query API (Initial 500 queries/hour) (OnBase Unity/Core)	APMPQ3	1	8,060.45	1,612.09
Query API (Additional block of 500 queries/hour) (OnBase Unity/Core)	APMPQ4	9	6,448.36	11,607.05
Archival API	ARMPI1	1	4,030.23	806.05
Integration for AutoStore Route to OnBase	ASMPI1	1		-
CD Authoring	CDMPW1	1	806.05	161.21
COLD/ERM	CLMPW1	1	8,060.45	1,612.09
Concurrent Client (1-100)	CTMPC1	60	1,128.46	13,541.52
Named User Client (1-100)	CTMPN1	60	564.23	6,770.76
Workstation Client (1-100)	CTMPW1	100	564.23	11,284.60
Production Document Imaging (Kofax or Twain) (1)	DIMPW1	1	4,030.23	806.05
Production Document Imaging (Kofax or Twain) (2+)	DIMPW2	3	2,418.14	1,450.88
EDM Services	DMMPI1	1	4,030.23	806.05
Document Import Processor	DPMPW1	2	4,030.23	1,612.09
Distributed Disk Services	DSMPI1	1	4,030.23	806.05
Export	EXMPC1	1	4,030.23	806.05
Multi-User Server	OBMPW1	1	6,448.36	1,289.67
Publishing	PBIAI1	1		1,612.09
Virtual Print Driver	PTMPC1	1	4,030.23	806.05
Report Services	RPMPI1	1	4,030.23	806.05
Single Sign-On for Microsoft Active Directory Service	SNMPI1	1		-



Unity Forms	UFMPI1	1	-	-
Unity Integration Toolkit	UIMPI1	1	8,060.45	1,612.09
Unity Client Server	UNMPI1	1	8,060.45	1,612.09
Workflow Concurrent Client SL (1-20)	WLMPC1	20	1,773.30	7,093.20
Workflow Concurrent Client SL (21-50)	WLMPC2	21	1,450.88	6,093.70
Workflow Named User Client SL (1-20)	WLMPN1	20	1,128.46	4,513.84
Workflow Named User Client SL (21-50)	WLMPN2	15	886.65	2,659.95
Workflow Workstation Client SL (1-20)	WLMPW1	20	1,128.46	4,513.84
Workflow Workstation Client SL (21-50)	WLMPW2	5	886.65	886.65
Web Services Toolkit	WSMPI1	1		-
Conversion From Microsoft Office To Image Framework	WTMPI1	1	2,418.14	483.63
Web Server	WTMPW1	1	8,060.45	1,612.09
			<b>Total:</b>	<b>\$98,788.81</b>

Pricing based on Ohio State Term Schedule.  
 \*Maintenance expires 04/30/2019

**Quote Summary**  
**Maintenance Total \$ 98,788.81**

# Resolution

Number 18-0642

Adopted Date April 12, 2018

APPROVE AND AUTHORIZE SIGNING OF COUNTY RISK SHARING AUTHORITY APPLICATION FOR SURETY BOND FOR FINANCIAL RESPONSIBILITY FOR UNDERGROUND STORAGE TANKS

BE IT RESOLVED, to approve and authorize signing of County Risk Sharing Authority Application for Surety Bond for Financial Responsibility for Underground Storage Tanks; copy of said application attached hereto and made a part hereof.

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

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

Resolution adopted this 12<sup>th</sup> day of April 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: CORSA  
Adam Balls, Ballator  
Tammy Whitaker, OMB  
OMB File

**County Risk Sharing Authority  
Application for  
SURETY BOND  
Financial Responsibility for Underground Storage Tanks**

1. County Warren

2. Address 406 Justice Drive Lebanon, Ohio 45036

Contact Person Tammy Whitaker, Benefits & Risk Manager

(Person completing application)

Phone 513-695-1324 Fax 513-695-2547

3. Amount of Deductible \$ 11,000.00  
(for State Financial Assurance Fund)

4. List below location of all owned or operated tanks, and number of tanks at each location.

<u>Facility Name / Address</u>	<u>Number of Tanks</u>
--------------------------------	------------------------

Warren County Human Services Building 416 S East Street Lebanon, Ohio 45036	TWO (2)
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Richard A Renneker Water Treatment Plant 6193 Striker Road Maineville, Ohio 45039	ONE (1)
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(COMPLETE 2<sup>ND</sup> PAGE)

May 2018

## FACT SHEET

# FINANCIAL RESPONSIBILITY GUIDELINES

Financial responsibility is similar to mandatory automobile insurance. Like owners of automobiles, owners and operators of petroleum underground storage tanks (USTs) must assure that they will have the financial wherewithal to pay for the damage their USTs may cause.

Financial responsibility means that if you own or operate a petroleum UST in Ohio, you must ensure, in ways that are spelled out in section 1301:7-9-05 of the Ohio Administrative Code (OAC), that there will be money available to help pay for the costs of third-party liability claims, and the necessary corrective actions resulting from a leak from your tank. These costs may include cleaning up leaked petroleum, correcting environmental damage, supplying drinking water, or compensating people for personal injury or property damage.

### WHO MUST SHOW FINANCIAL RESPONSIBILITY?

Either the owner or the operator of a petroleum UST must meet the requirements of the financial responsibility rule. If the owner and operator are different individuals or businesses, it is the responsibility of the owner and the operator to decide which will show financial responsibility. If neither one shows financial responsibility, both are in violation of the law and may be liable for the penalties of noncompliance with OAC 1301:7-9-05. The federal government and its agencies that own USTs are not required to document financial responsibility. Local and state government agencies, however, must comply with the rule.

### WHAT ARE THE REQUIREMENTS?

To satisfy Ohio's financial responsibility requirements, all petroleum UST system owners and operators must do **two** things:

- Participate in the Ohio Financial Assurance Fund (as administered by the Petroleum UST Release Compensation Board) to obtain coverage above a deductible amount. The standard deductible is \$55,000; owners of six or fewer tanks may pay a higher premium to obtain a reduced deductible of \$11,000.
- Demonstrate financial responsibility for the amount of the deductible by using one of the mechanisms cited in OAC 1301:7-9-05. Owners/operators must prepare and maintain (at all times) a copy of their financial responsibility mechanism. **The rule describes six financial responsibility mechanisms that any tank owner may use. OAC 1301:7-9-05 must be reviewed for the specific requirements of each.** A very brief description of the six mechanisms follows:
  1. **Test of Self-Insurance.** Owners/operators must demonstrate tangible net worth, using financial statements that satisfy the rules strict criteria. Minimum net worth necessary for most small tank owners: \$110,000 or \$550,000 depending on the deductible chosen. Owners/operators must pay deductible amount if corrective actions are necessary.
  2. **Insurance or Risk Retention Group Coverage.** Owners/operators must obtain coverage for an annual aggregate amount set by the rule. Minimum aggregate for most

3. **Political Subdivision Guarantee.** Political subdivisions may obtain a guarantee from the State of Ohio or another political subdivision with which it can demonstrate a substantial governmental relationship.
4. **State or Political Subdivision Fund.** Owners/operators may administer a dedicated UST response fund if appropriate safeguards are met. Three options are available:
  - Dedicate a fund equal to the deductible (\$11,000 or \$55,000) to be used only to clean up a petroleum release from an UST.
  - Dedicate a fund equal to five times the amount of the deductible for emergencies, including UST-regulated emergencies.
  - Dedicate a fund in the amount of the deductible to be used only to clean up a petroleum release from an UST. A payment must be made to the fund once every year for seven years until it is totally funded.

The specific requirements concerning the use of all ten mechanisms are set forth in OAC rule 1301:7-9-05, and brief descriptions of each mechanism are included in the *Financial Responsibility Guide* (available from BUSTR at no charge). In deciding which of these mechanisms to use, you may want to contact your financial advisers (i.e., accountant, insurance agent, lending/financial agent, etc.). Take the *Financial Responsibility Guide* with you if you go to see them, since they may want to see the text of OAC rule 1301:7-9-05, which has some very specific technical requirements. Since your choice of a financial mechanism is so important, you may want to consult with more than one person or institution for help and advice. Owners/operators must have a financial responsibility mechanism in place at all times.



## County Risk Sharing Authority

*a service program of the County Commissioners Association of Ohio*

209 East State Street • Columbus, Ohio 43215-4309  
Phone: 614-221-5627 • Fax: 614-220-0209  
Toll Free: 888-757-1904 • [www.corsa.org](http://www.corsa.org)  
Claims Unit Toll Free: 866-455-8039



County Risk  
Sharing Authority

To: CORSA Members

From: Ali Redmond, Membership Services Manager

Date: April 3, 2018

RE: Surety Bond  
Underground Storage Tanks

---

We need to obtain updated information for the Surety Bond that is provided by CORSA for the county's underground storage tanks (UST's). There is no cost to members for the Bond. The term of the new bond is May 1, 2018 to April 30, 2021.

I will provide you with some background on the purpose of the Surety Bond. If the county has any UST's, they are required to obtain coverage from the State of Ohio's Financial Assurance Fund that would pay the clean-up costs and damages arising out of leakage from the UST's. I have enclosed a fact sheet that outlines the county's duties for registering and paying the required fees to the State of Ohio for UST's. For counties that own or operate six or fewer tanks, the minimum deductible is \$11,000. Counties may reduce their premium by choosing to increase their deductible to \$55,000. However, if the county owns or operates seven or more tanks, the minimum deductible is \$55,000.

Under Ohio Administrative Code Rule 1301:7-9-05, counties must have a mechanism in place to guarantee their ability to pay the deductible. Counties may utilize several methods to show financial responsibility for the amount of the deductible. The CORSA Surety Bond is an acceptable method to guarantee the ability of the county to pay the deductible.

It is important to remember the Bond only guarantees the county's ability to pay the deductible under the state program. The county must register the UST's and obtain coverage through the State of Ohio. If the county fails to register their UST, the tank would then be required to meet all current state codes. This means if the codes have changed since the tank was installed the county would be responsible for bringing the tank up to code before it can be registered. Depending on the age of the tank and the current code, bringing the tank up to code could be cost prohibitive and would mean removing the old tank and installing a new tank. This could be very costly to the county.

**CORSA**  
**Underground Storage Tank**  
**Fact Sheet**

**All underground storage tanks (UST) in Ohio must be registered with BOTH the Bureau of Underground Storage Tank Regulation (BUSTR) AND the Petroleum UST Release Compensation Board.**

- **BUSTR** – Ohio Department of Commerce, Division of State Fire Marshall  
6606 Tussing Rd., Reynoldsburg, OH 43068, (614) 752-7095  
Toll Free: 877-264-0023, [www.com.state.oh.us/odoc/sfm/bustr/](http://www.com.state.oh.us/odoc/sfm/bustr/)

All UST owners are invoiced for registration fees in late April of each year. Public entities are exempt from paying annual registration fees but **MUST** file registration form annually. Forms are due by July 1.

- **Petroleum UST Release Compensation Board**  
50 W. Broad St., Ste 1500, PO Box 163188, Columbus, OH 43216-3188  
(614) 752-8963 800-224-4659 [www.petroboard.com](http://www.petroboard.com)

Responsible for collecting fees from all UST owners and maintaining a fund from which UST spill/leak clean-up costs may be paid (coverage). Statements mailed May 1 of each year to all UST owners. Fees are due by July 1, after which penalties accrue and coverage is terminated.

The Petroleum UST Release Compensation Board offers UST owners a choice of two deductibles for UST spill/leak clean-up coverage.

Under seven UST's – owner can select deductible of \$11,000 or \$55,000  
Seven or more UST's – deductible is \$55,000

- **All UST owners MUST show financial responsibility for the amount of the deductible.** Several methods of demonstrating financial responsibility are allowed by the regulations, including a **surety bond**. Ohio Administrative Code (OAC) rule 1301:7-9-05. A fact sheet on the financial responsibility guidelines is available from the BUSTR web site, click on "Downloads" and scroll down to "Corrective Actions".

**CORSA can provide the UST financial responsibility surety bond for member counties at no additional cost.**

**Counties must complete and return a separate CORSA application to obtain this coverage. Specific information on the location of all tanks is required.**

**Counties remain responsible for registering their UST's with BOTH BUSTR and the Petroleum UST Release compensation Board – AND paying all fees required by these two agencies.**



# CORSA

## The County Risk Sharing Authority

### Performance Bond

Date Bond Executed: 5/1/2015  
Period of Coverage: 5/1/2015 - 5/1/2018

Principal: Board of Commissioners of Warren County  
406 Justice Dr.  
Lebanon, OH 45036

Type of Organization: County Government

Surety: County Risk Sharing Authority  
209 East State Street  
Columbus, Ohio 43215

Scope of Coverage:

The coverage guaranteed herein is for taking corrective action and compensates third parties for bodily injury and property damage caused by accidental releases from operating the underground storage tank.

<u>Facility Name / Address</u>	<u>Number of Tanks</u>
Warren County Human Services Building 416 S. East St. Lebanon, OH 45036	Two
Richard A. Renneker Water Treatment Plant 6193 Striker Rd. Maineville, OH 45039	One

Penal Sums of Bond:  
Per Occurrence: \$11,000  
Annual Aggregate: \$11,000  
Bond Number: CO-0920

# Resolution

Number 18-0643

Adopted Date April 12, 2018

APPROVE AND ENTER INTO A PARTICIPATION AGREEMENT WITH THE COUNTY RISK SHARING AUTHORITY, INC., REGARDING WARREN COUNTY'S LIABILITY INSURANCE EFFECTIVE MAY 1, 2018

BE IT RESOLVED, to approve and enter into a participation agreement with the County Risk Sharing Authority, Inc. (CORSA), regarding Warren County's liability insurance coverage effective May 1, 2018; attached hereto and made a part hereof.

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

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

Resolution adopted this 12<sup>th</sup> day of April 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

HR/

cc: c/a – County Risk Sharing Authority  
Adam Ball, Agent  
T Whitaker, OMB  
OMB File

## 2018 PARTICIPATION AGREEMENT

This Participation Agreement (the "Agreement") is made between the **County Risk Sharing Authority, Inc. ("CORSA")**, an Ohio corporation not for profit and the **County of Warren, Ohio (the "Member")**, a political subdivision of the State of Ohio, effective as of the first day of May, 2018 but actually executed on the 12 day of April, 2018.

### I. RECITALS

a. The purposes of CORSA are to provide a joint self-insurance pool and to assist members, including the Member, to prevent and reduce losses and injuries to Member property and persons and property which might result in claims being made against members of CORSA, including the Member, or their employees or officers.

b. The Member wishes to avail itself of the advantages offered by CORSA to its members. Therefore, it is the intent of the Member to join with other members of CORSA, which will continue to administer a joint self-insurance pool and use funds contributed by the members to defend and indemnify, in accordance with CORSA's Articles of Incorporation, Code of Regulations policies and procedures, and coverage documents, any member of CORSA against stated liability or loss, to the limits as outlined in the coverage documents of CORSA. It is also the intent of the Member, as a member of CORSA, to have CORSA to provide continuing stability and availability of needed coverages at reasonable costs.

c. This Agreement is made pursuant to the authority granted pursuant to H.B. 875 of the 116th General Assembly, as codified in Sections 307.441, 2744.08, 2744.081 and 3955.05 of the Ohio Revised Code. The coverage provided by CORSA is not considered and does not constitute insurance under any Ohio law.

### II. DEFINITIONS

As used in this Agreement, the following terms shall have the meaning assigned to them as follows:

"Administration Costs" shall mean all costs of administering CORSA's program.

"Anniversary Date" shall mean the 1st day of May of each year.

"County Home Excess Liability Fund" shall mean the fund established by CORSA to provide for the payment of general liability and professional liability losses at county homes.

"Deductible" shall mean that portion of each loss to be paid directly by the Member, or paid by CORSA and reimbursed by the Member.

"Excess Insurance" shall mean commercial insurance or reinsurance purchased by CORSA to provide all or part of the coverages shown on Exhibit A hereto.

"Insurance Costs" shall mean the Member's share, as established from time to time by CORSA, of the costs of Excess Insurance, and other insurance (if any), purchased to provide all or part of the property and liability coverages shown on Exhibit A hereto.

"Loss Fund" shall mean the total of each Member's Primary Loss Fund, Secondary Loss Fund, and County Home Excess Liability Fund.

"Primary Loss Fund" shall mean the fund established by CORSA to provide for the payment of the first level of losses in excess of the Deductible.

"Primary Loss Fund Contribution" shall mean the Member's share, as established from time to time by CORSA, of the costs of funding a primary loss fund which is a component of the joint self-insurance pool.

"Program Year" shall mean that period commencing on the Anniversary Date and each twelve-month period thereafter until the Termination Date.

"Secondary Loss Fund" shall mean the fund established by CORSA to provide for the payment of the second level of losses in excess of the Deductible.

"Secondary Loss Fund Contribution" shall mean the Member's share, as established from time to time by CORSA, of the costs of funding a secondary loss fund which is a component of the joint self-insurance pool.

"Termination Date" shall mean April 30, 2021.

### **III. THE MEMBER'S OBLIGATIONS**

Subject to the provisions of this Agreement regarding withdrawal and expulsion, the Member agrees to become a member of CORSA and to remain such for the term of this Agreement, and to perform the duties and obligations listed below.

The Member further agrees:

- a. To retain its membership in the County Commissioners Association of Ohio.
- b. To pay promptly all annual and supplementary contributions or other contributions and deductibles to CORSA as more fully set forth in Article VI hereof, at such times and in such amount as shall be established by the Board of Trustees. Any delinquent payment shall be paid with interest which shall be equivalent to the prime interest rate on the

date of delinquency of the bank which maintains CORSA's administrative funds. Payment will be considered delinquent 30 days following the due date.

c. To designate a voting representative and alternate in accordance with CORSA's Code of Regulations.

d. To allow CORSA and its agents, officers and employees reasonable access to all facilities of the Member and all Member records, including but not limited to financial records, as required for the administration of CORSA.

e. To allow attorneys designated by CORSA to represent the Member in the investigation, settlement and litigation of any claim made against the member within the scope of the coverage agreement furnished by CORSA.

f. To cooperate fully with CORSA's attorneys, claims adjustors and any other agent, employee or officer of CORSA in activities relating to the purposes and powers of CORSA.

g. To follow the loss reduction and prevention programs and procedures established by CORSA.

h. To comply with the CORSA Policy Statement on Local Agency Representation, as the same is in effect from time to time.

i. To report to CORSA as promptly as possible all incidents or occurrences which could reasonably be expected to result in CORSA being required to consider a claim against the Member, its agents, officers or employees or for casualty losses to Member property within the scope of coverages undertaken by CORSA.

j. To report to CORSA as soon as reasonably possible the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities or other acts which will cause material changes in the member's exposure to accidental loss.

k. To provide CORSA annually, or more frequently if requested, with information either requested by CORSA's Excess Insurance providers or necessary to establish program costs.

l. To participate in coverage of losses and to pay contributions as established and in the manner set forth by the Board.

**IV. CORSA'S OBLIGATIONS**

Subject to the provisions of this Agreement regarding the Member's withdrawal or expulsion, CORSA agrees to accept the Member as a member for the term of this Agreement, and to perform the duties and obligations set forth below.

CORSA further agrees:

- a. To carry out educational and other programs relating to risk management.
- b. To provide the coverages shown on Exhibit A, by creating, collecting funds for, and administering loss funds; by purchasing insurance policies; by making provision by other appropriate means of funding such coverages; or by employing any combination of the above methods.
- c. To establish reasonable and necessary loss reduction and prevention programs, policies, and procedures to be followed by the members.
- d. To provide risk management and claim adjustment or to contract for such services, including the defense and settlement of such claims.
- e. To have an actuarial study which determines reserve adequacy, with a report being issued that is signed by a fellow of the Casualty Actuarial Society, done on an annual basis.
- f. To have an annual audit of CORSA's financial records done by a qualified independent certified public accountant.
- g. To carry out such other activities as are necessarily implied or required to carry out CORSA's purposes or the specific powers enumerated herein.

**V. PROGRAM DESCRIPTION**

For the term of this Agreement, CORSA intends to provide the insurance coverages shown on Exhibit A by establishing, purchasing and maintaining:

- a. a Primary Loss Fund
- b. a Secondary Loss Fund
- c. a County Home Excess Liability Fund (if applicable)
- d. Insurance coverages

The amounts necessary to fund the Primary Loss Fund, the Secondary Loss Fund, and the County Home Excess Liability Fund (if applicable) will be established annually by the Board, with the advice of its insurance and actuarial advisors. The Board also intends to purchase insurance policies to provide a portion of the coverages shown on Exhibit A.

Notwithstanding the above, the Board may modify the program structure from time to time, as to any or all members, if it determines, in its discretion, that a modification is in the best interests of the program and the members. However, any such modification will not result in a decrease in the coverages listed in Exhibit A hereto and provided to the members, unless such coverages are no longer legally available or are no longer available at a reasonable cost.

**VI. MEMBER'S CONTRIBUTIONS**

The Member's share of the cost of funding, operating and maintaining the joint self-insurance pool shall consist of all the following:

- a. its Deductible for each loss;
- b. its annual Primary Loss Fund Contribution;
- c. its annual Secondary Loss Fund Contribution;
- d. its annual County Home Excess Liability Fund contribution (if applicable);
- e. its annual Insurance Costs; and
- f. its annual Administration Costs.

The Member understands that the cost components set forth in items a. through f., above, represent the methods chosen as of the date of this Agreement to cover the risks specified therein, and that, during the term of this Agreement, any or all of such methods may change (for example, an insurance policy may be replaced by a debt issuance). However, it is intended that the risks presently covered shall continue to be covered, whichever method is chosen, unless such coverage is no longer legally available or is no longer available at a reasonable cost.

The Member further understands that its share of the cost has been computed by CORSA's insurance and actuarial advisors based on various factors, and that its share may change in the future if relevant factors change. However, any changes in the Member's share shall not be computed or applied in a discriminatory manner.

**VII. LOSS FUND EQUITY**

Subject to the provisions of Article X regarding the dissolution of CORSA, the Member's share of any Member equity in any expiring Program Year's Loss Fund will become an asset of CORSA, to be used and applied for the purposes of the program established by this Agreement as the Board directs.

The Board may from time to time make a determination as to the amount (if any) of Loss Fund equity which may be released to the Member. As to any Loss Fund equity so released, the Board may either distribute such amount in cash to the Member or apply such amount as a credit against the Member's obligations under this Agreement. The decision to make any such distribution, the form of any such distribution (e.g. cash distribution or credit against the cost of the program), and the method of determining the Member's share of any such distribution will be in the sole discretion of the Board.

**VIII. TERM OF AGREEMENT: WITHDRAWAL BY MEMBER**

Subject to the provisions of this Article, this Agreement shall become effective as of the 1st day of May, 2018 and shall terminate as of the Termination Date.

The Member, at its option, may terminate this Agreement and withdraw from the joint self-insurance pool on any Anniversary Date, by delivering written notice of withdrawal to CORSA at least 120 days prior to such Anniversary Date, provided that upon withdrawal, all unpaid contributions of the Member required by Article VI of this Agreement, through the year expiring on the day preceding the Anniversary Date of withdrawal, shall immediately become due and payable.

If the Member withdraws prior to the Termination Date, it shall nevertheless remain liable for, and within 30 days of its receipt of an invoice from CORSA shall pay, all of its remaining Primary and Secondary Loss Fund Contributions through the Termination Date. Such Primary and Secondary Loss Fund Contributions for any remaining Program Years until the Termination Date are deemed to be in the same amount as the Member's Primary and Secondary Loss Fund Contributions for the year of the Member's withdrawal.

If the Member withdraws from CORSA, the Member's portion of any Loss Fund equity shall remain with and become the sole property of CORSA.



**IX. EXPULSION**

a. By a two-thirds (2/3) vote of the Board of Directors, the Member may be expelled. Such expulsion, which shall take effect sixty (60) days after such meeting, may be carried out for one or more of the following reasons, to the extent such reasons are consistent with then-current Ohio statutes or regulations:

- (i) Failure to make any payment due to CORSA.
- (ii) Failure to undertake or continue loss reduction and prevention procedures adopted by CORSA.
- (iii) Failure to allow CORSA reasonable access to all facilities and records of the Member necessary for proper administration of CORSA.
- (iv) Failure to fully cooperate with CORSA's attorneys, claims adjusters or other agent, employee or officer of CORSA.
- (v) Failure to carry out any obligation of the Member which impairs the ability of CORSA to carry out its purpose or powers.
- (vi) Any other reason permitted by Ohio statute or regulation.

b. The Member may not be expelled except after notice from the Board of the alleged failure along with the reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member may request a hearing before the Board before any final decision; such hearing shall be held within fifteen (15) days after the expiration of the time to cure has passed. The Board shall provide all members with written notice of the hearing date at least seven (7) days prior to the hearing date. At the hearing, the Member affected may present its case. A decision by the Board of Directors to expel the Member after notice and hearing and failure to cure the alleged defect shall be final and shall take effect sixty (60) days after the decision to expel is approved by the Board. After expulsion, the Member shall be liable for any unpaid contributions, including Primary and Secondary Loss Fund Contributions, or other charges pro rata to the effective date of expulsion, and shall not be entitled to reimbursement of contributions that are to be paid or that shall become payable in the future. The Member's portion of any Loss Fund equity shall remain with CORSA.

**X. DISSOLUTION**

Upon the final dissolution of CORSA any funds which remain, unencumbered, after all claims and all other CORSA obligations have been paid shall be distributed only to the entities which are members of CORSA immediately prior to its dissolution. If the Member is a

member of CORSA immediately prior to its dissolution, the Member's share of such remaining funds shall be determined by multiplying a fraction, the numerator of which is the total sum of Loss Fund Contributions paid by the Member pursuant to this Participation Agreement and the denominator of which is the total sum of Loss Fund Contributions paid by all entities which are members of CORSA immediately prior to its dissolution, times the amount of remaining funds.

**XI. NO IMPLIED RIGHT TO CONTINUE AS MEMBER.**

Nothing in this Agreement shall be construed to grant to the Member any right to continue as a Member of CORSA after the earliest of the Member's withdrawal pursuant to Article VIII of this Agreement, its expulsion pursuant to Article IX of this Agreement, or the Termination Date. CORSA reserves the right to decline to quote coverage to the Member for any subsequent term of this Agreement.

**XII. NON-WAIVER OF GOVERNMENTAL OR OTHER IMMUNITY**

All funds contained within the joint self-insurance pool plus earned interest are funds derived from its members which are counties, joint correctional facilities, or public authorities within the State of Ohio. It is the intent of the Member that, by entering into this Agreement, it does not waive and is not waiving any immunity provided to the Member or its employees by any law.

**XIII. MISCELLANEOUS**

a. *Notices.* All notices, approvals, consents, requests and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or mailed by first class mail, addressed as follows:

If to the Member:

Warren County Board of Commissioners  
406 Justice Dr.  
Lebanon, OH 45036

If to CORSA:

County Risk Sharing Authority, Inc.  
209 E. State Street  
Columbus OH 43215

The Member and CORSA may, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests or other

communications shall be sent or persons to whose attention the same shall be directed, but no such communication shall thereby be required to be sent to more than two addresses.

b. *Amendments, Changes and Modifications.* This Agreement may not be amended, changed, modified, altered or terminated except by an instrument in writing signed by the Member and CORSA.

c. *Severability.* In the event that any article, provision, clause or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, provisions or clauses.

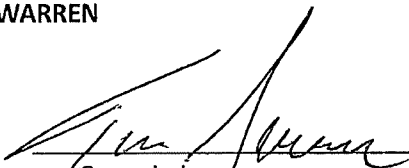
d. *Governing Law.* This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

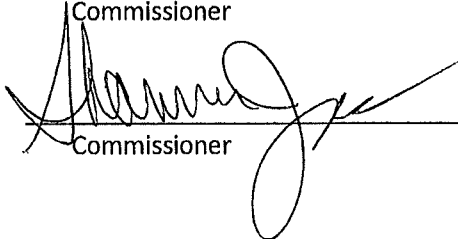
IN WITNESS WHEREOF, the Member and CORSA have executed this Agreement as of the date first above written.

COUNTY RISK SHARING AUTHORITY, INC.

By:  \_\_\_\_\_

COUNTY OF WARREN

 \_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner  
 \_\_\_\_\_  
Commissioner

APPROVED AS TO FORM

 \_\_\_\_\_

Prosecuting Attorney

## EXHIBIT A

### SUMMARY OF COVERAGES

Please refer to binders, cover notes, and policy on file for specific limits, terms, conditions, and exclusions.

#### 1) PROPERTY

- a. Real Property
- b. Towers and Covered Bridges
- c. Property of the Member in the Open
- d. Personal Property
- e. Contractors Equipment
- f. Automobile Physical Damage
- g. Other Property

#### 2) EQUIPMENT BREAKDOWN COVERAGES

#### 3) TIME ELEMENT COVERAGES

#### 3) CRIME

- a. Employee Dishonesty/Faithful Performance
- b. Money and Securities
- c. Depositor's Forgery
- d. Money Orders and Counterfeit Paper Currency
- e. Fund Transfer Fraud
- f. Computer Fraud
- g. Dog Warden Blanket Bond

#### 4) GENERAL LIABILITY

- a. Bodily Injury, Property Damage, Personal Injury, Advertising Injury, Products/Completed Operations, Medical Professional Liability
- b. Medical Payments

#### 5) LAW ENFORCEMENT LIABILITY

#### 6) AUTOMOBILE LIABILITY

#### 7) ERRORS AND OMISSIONS LIABILITY

#### 8) OHIO STOP GAP EMPLOYERS LIABILITY

#### 9) EMPLOYEE BENEFITS LIABILITY

#### 10) PRIVACY AND SECURITY LIABILITY AND EXPENSE

#### 11) ATTORNEY DISCIPLINARY PROCEEDINGS

#### 12) DECLARATORY, INJUNCTIVE OR EQUITABLE RELIEF DEFENSE COSTS

# Resolution

Number 18-0644

Adopted Date April 12, 2018

## APPROVE VARIOUS REFUNDS

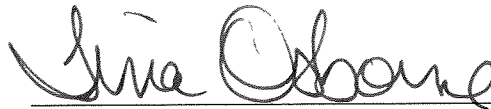
BE IT RESOLVED, to approve various refunds, as attached hereto and made a part hereof.

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

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

Resolution adopted this 12<sup>th</sup> day of April 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor rs  
Refunds file

# **Resolution**

*Number* 18-0645

*Adopted Date* April 12, 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:

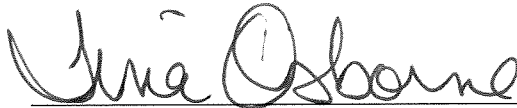
Veterans \$1,400.00

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


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

Resolution adopted this 12<sup>th</sup> day of April 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Veterans (file)  
OMB

# THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 4/9/18

From: WC Veterans

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

A purchase order was not completed for this procurement because: expense unknown prior  
to receiving invoice

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5210	210	\$ 1400.00

VENDOR NAME Warren Co Genealogical Society

DESCRIPTION OF SERVICES reference manuals for service officer

DATE OF OBLIGATION 4/6/18

## 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 \$ 50,768.82 DATE 4/6/18

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 50,768.82 DATE 4/10/18

FUND BALANCE NOW \$ 367,275,680.86

CERTIFIED BY: Matt Nolan Jr.

MATT NOLAN, WARREN COUNTY AUDITOR

# Resolution

Number 18-0646

Adopted Date April 12, 2018

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH RIDDLE HOUSE, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE WOODLANDS AT MORROW, PHASE 2C SITUATED IN THE VILLAGE OF MORROW

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

## SECURITY AGREEMENT


Bond Number	:	18-007 (W/S)
Development	:	The Woodlands at Morrow, Phase 2C
Developer	:	Riddle House, LLC
Location	:	Village of Morrow
Amount	:	\$14,380.10
Surety Company	:	Great American Insurance Co. (CA2370436)

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

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

Resolution adopted this 12<sup>th</sup> day of April 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cgb

cc: Riddle House, Attn: Joseph Allen, 3400 Werk Road, Cincinnati OH 45211  
Great American Ins. Co. 301 E Fourth Street, Cincinnati, OH 45202  
Water/Sewer (file)  
Bond Agreement file



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

**WATER AND/OR SANITARY SEWER**

Security Agreement No.  
18-007 (W/S)  
CA2370436

This Agreement made and concluded at Lebanon, Ohio, by and between \_\_\_\_\_  
Mt. Pleasant Blacktopping Co., Inc. (1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
Great American Insurance Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in The Woodlands  
at Morrow Subdivision, Section/Phase 2C (3) (hereinafter the "Subdivision") situated in  
Village of Morrow (4) ~~XXXXXX~~, Warren County, Ohio, in accordance with the Warren County  
Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$143,801.02,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
-0-; and,

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

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

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$14,380.00 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

Mt. Pleasant Blacktopping Co., Inc.

3199 Production Drive

Fairfield, Ohio 45014

Ph. ( 513 ) 874 - 3777

D. To the Surety:

Great American Insurance Company

312 Elm Street, 24th Floor

Cincinnati, Ohio 45202

Ph. (513 ) 412- - 9109

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

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

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

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

**Original Escrow Letter** (attached)

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

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

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

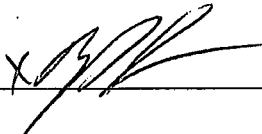
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

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

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

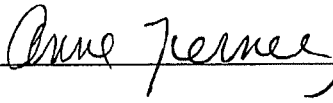
**DEVELOPER:**

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

SIGNATURE:  \_\_\_\_\_  
PRINTED NAME: Benjamin P. House  
TITLE: President  
DATE: 3/26/2018

**SURETY:**

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

SIGNATURE:  \_\_\_\_\_  
PRINTED NAME: Anne Tierney  
TITLE: Attorney-in-Fact  
DATE: 3/26/2018

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 18-0646, dated 4/2/18.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]

PRINTED NAME: Tom Grossman

TITLE: President

DATE: 4/2/18

RECOMMENDED BY:

By: [Signature]  
SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature]  
COUNTY PROSECUTOR

Key:

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

**GREAT AMERICAN INSURANCE COMPANY®**

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

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

No. 0 20694

**POWER OF ATTORNEY**

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

Name	Address	Limit of Power
PAULETTE M. AERNI	ALL OF	ALL
THOMAS D. CASSADY	CINCINNATI, OHIO	\$100,000,000
THOMAS W. CHATHAM		
ANNE TIERNEY		
RICHARD A. DAVIS		
PAUL J. SCHUELER, JR.		

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

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 4TH day of AUGUST, 2015

Attest

GREAT AMERICAN INSURANCE COMPANY



*Steph L. C. B.*  
Assistant Secretary

*David C. Kitchin*  
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 4TH day of AUGUST, 2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



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

*Susan A. Kohorst*

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

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

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

**CERTIFICATION**

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

Signed and sealed this 26th day of March, 2018.



*Steph L. C. B.*  
Assistant Secretary



# Resolution

Number 18-0647

Adopted Date April 12, 2018

## APPROVE VARIOUS RECORD PLATS

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

- Country Brook North Section Six – B – Clearcreek Township
- Lakeside at Shaker Run Section One Easement Plat – Turtlecreek Township

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

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

Resolution adopted this 12<sup>th</sup> day of April 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File  
RPC

# Resolution

Number 18-0648

Adopted Date April 12, 2018

APPROVE SUPPLEMENTAL ADJUSTMENT INTO FUND #101-1112 AND APPROVE AN OPERATIONAL TRANSFER FROM GENERAL FUND #101-1112 INTO PROPERTY AND CASUALTY INSURANCE FUND #637

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

\$50,860.00 into #101-1112-997 (Commissioners Grants – Oper. Transfers)

BE IT FURTHER RESOLVED, to approve the following operational transfer:

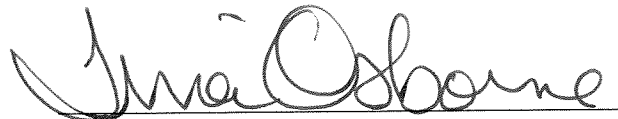
\$266,440.00 from #101-1112-997 (Commissioners Grants – Oper. Transfers)  
into #637-9000-999 (Property & Casualty Insurance – Oper. Transfer)

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


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

Resolution adopted this 12<sup>th</sup> day of April 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Supplemental Adj file  
Operational Transfer file  
OMB (fileO)

# Resolution

Number 18-0649

Adopted Date April 12, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO LEBANON MUNICIPAL COURT  
FUND #101-1272

BE IT RESOLVED, to approve the following supplemental appropriation:

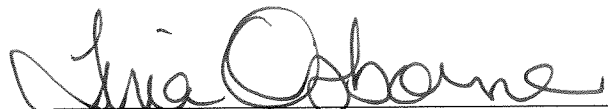
\$4,000.00 into #101-1272-155 (Lebanon Municipal Ct. – Personal Services, Reimb.)


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

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

Resolution adopted this 12<sup>th</sup> day of April 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Supplemental App. file  
Lebanon Municipal Court (file)  
OMB

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

# Resolution

Number 18-0650

Adopted Date April 12, 2018

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

BE IT RESOLVED, to approve the following supplemental adjustment:

\$ 50,000.00 into 289-1224-400 (Purchased Services)


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

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

Resolution adopted this 12<sup>th</sup> day of April 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 18-0651

Adopted Date April 12, 2018

APPROVE APPROPRIATION ADJUSTMENTS FOR WARREN COUNTY COMMON PLEAS COURT COMMUNITY BASED CORRECTIONS FUND #289.

BE IT RESOLVED, to approve the following appropriation adjustments:


\$ 4,000.00	from #289-1226-210	(Office Supplies - General)
	into #289-1225-210	(Office Supplies – General)
\$2,000.00	from #289-1226-210	(Office Supplies – General)
	into #289-1225-317	(Capital Purchases Under \$10,000)
\$1,500.00	from #289-1226-850	(Training – Education)
	into #289-1225-850	(Training – Education)
\$ 300.00	from #289-1226-910	(Other Expense)
	into #289-1225-910	(Other Expense)
\$ 30,000.00	from #289-1226-400	(Purchased Services)
	into #289-1225-400	(Purchased Services)


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

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

Resolution adopted this 12<sup>th</sup> day of April 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

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

# Resolution

Number 18-0652

Adopted Date April 12, 2018

APPROVE APPROPRIATION ADJUSTMENTS FROM SHERIFF'S OFFICE FUND #101-2210 INTO #101-2200 AND WITHIN FUND #630

BE IT RESOLVED, to approve the following appropriation adjustments:


\$9,000.00	from #101-2210-400	(Purchased Services)
	into #101-2200-210	(Office Supplies)
\$14,000.00	from #630-2251-830	(Worker's Comp)
	into #630-2251-820	(Health Ins)
\$6,672.97	from #630-2258-830	(Worker's Comp)
	into #630-2258-820	(Health Ins)

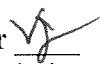
Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 12<sup>th</sup> day of April 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 18-0653

Adopted Date April 12, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN VETERANS FUND #101-5210

BE IT RESOLVED, to approve the following appropriation adjustments:

\$10,000.00 from #101-5210-830 (Workers Compensation)  
into #101-5210-317 (Capital Purchases under \$10,000)


\$10,000.00 from #101-5210-881 (Accum. Sick Leave - Payout)  
into #101-5210-317 (Capital Purchases under \$10,000)


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

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

Resolution adopted this 12<sup>th</sup> day of April 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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