

Resolution

Number 18-1394

Adopted Date September 11, 2018

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

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

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Cashier/Receptionist" in accordance with Warren County Personnel Policy Manual, Section 2.02 (A); posting to occur for a period of at least seven (7) consecutive calendar days beginning September 12, 2018.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones - yea

Resolution adopted this 11th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 18-1395

Adopted Date September 11, 2018

APPROVE AND ENTER INTO A CLEAR GOVERNMENT FRAUD AGREEMENT WITH
WEST PAYMENT CENTER – THOMSON REUTERS WEST PUBLISHING

BE IT RESOLVED, to approve and enter into a clear government fraud agreement with West
Payment Center – Thomson Reuters West Publishing; said agreement attached hereto and made
a part hereof.

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

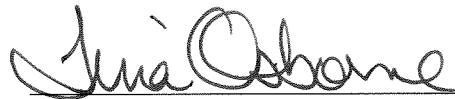
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones - yea

Resolution adopted this 11th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—West Payment Center – Thomson Reuters West Publishing
Commissioners' file
OMB



THOMSON REUTERS

Order Form

Order ID: Q-00310394

Contact your representative ken.trudeau@thomsonreuters.com with any questions. Thank you.

Subscriber Information

Account Address

Account #: 1000258432
WARREN COUNTY COMMISSIONERS
ADMIN BLDG
406 JUSTICE DR
LEBANON OH 45036-2385 US

Shipping Address

Account #: 1000258432
WARREN COUNTY
COMMISSIONERS
ADMIN BLDG
406 JUSTICE DR
LEBANON OH 45036-2385 US

Billing Address

Account #: 1000258432
WARREN COUNTY COMMISSIONERS
ADMIN BLDG
406 JUSTICE DR
LEBANON, OH 45036-2385 US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", "my" or "I". Subscription terms, if any, follow the ordering grids below

Clear, Excl, Rate, Window, Products

Service Material	Product	Quantity	Unit	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Terms	Order Type
41448992	CLEAR for Government Fraud	2	Seats	\$385.20	36	5%	Subscription

Minimum Terms

Online/ Practice Solution/Software/ProFlex Products : Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above

Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

For Window Products: Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice:

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Post-Minimum Terms

For Online/Practice Solutions/Software /ProFlex Products: At the end of the Minimum Term your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Automatic Renewal Term for Window Products. At the end of the Minimum Term your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days notice. The Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Miscellaneous

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Settling a Disputed Balance. Payments marked 'paid in full', or with any other restrictive language will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Excluded Charges and Schedule A rates. If you access CLEAR services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf> Excluded Charges may change after at least 30 days written or online notice. Modification of Excluded Charges or Schedule A rates is not a basis for termination under Term, Termination of the General Terms and Conditions.

Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or are authorizing the same as part of this order, no further action is needed.

Returns and Refunds. You may return a print or CD-ROM/DVD product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

The General Terms and Conditions, apply to all products ordered, except print and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf>

The General Terms and Conditions for Federal Subscribers are located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

CLEAR Fixed Rate Usage : If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gate ways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Batch Usage : If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at <http://legalsolutions.com/schedule-a-clear>.

Existing Vigilant Subscribers: We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Enterprise Law Enforcement Subscribers: You certify that you have up to the number of sworn officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

CLEAR Subscribers via an Alliance Partner. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

~~For Law Enforcement Agencies and Correctional Facilities Only - No Inmate Westlaw or CLEAR Access (direct or indirect)~~

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

~~Additional Order Form Terms and Conditions~~


Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

~~Signature for Order ID: Q-00310394~~

ACKNOWLEDGEMENT Q-00310394

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.



Signature of Authorized Representative for order

President

Title

Tom Grossmann

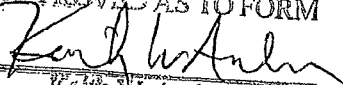
Printed Name

9/11/18

Date

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This Order Form will expire and will not be accepted after 10/29/2018 CT.

APPROVED AS TO FORM


Keith W. Anderson
Asst. Prosecuting Attorney



THOMSON REUTERS

Attachment

Contact your representative ken.trudeau@thomsonreuters.com with any questions. Thank you.

Order ID: Q-00310394

Payment and Shipping Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000258432

Order Confirmation Contact (#28)
Contact Name: SUE SPENCER
Email: susan.spencer@co.warren.oh.us

Account Contacts

Contact Name		Email Address	Customer Type Description
SUSAN	SPENCER	susan.spencer@co.warren.oh.us	CLEAR PRIMARY CONT
SUSAN	SPENCER	susan.spencer@co.warren.oh.us	EML PSWD CONTACT

IP Address Information

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
11.111.11.111	22.222.22.222				

Lapsed Products

Sub Material	Quantity	Active Subscription to be Lapsed
41308780	1	CLEAR Proflex
41448992	3	CLEAR for Government Fraud

PURCHASE ORDER FILE INQUIRY
 PURCHASE ORDER#. 23175
 EXPENDED AMT. 3,558.87
 FUND..... 101
 SUB-FUND.....
 FUNCTION..... 1110
 OBJECT..... 400
 SUB-ACCOUNT..
 VENDOR NUMBER 01213
 APPROVAL DATE 1/05/18
 BLANKET PO... NO
 CANCELLATION. 0/00/00
 P.O. AMOUNT.. 6,100.92

FAOI25-FAS20

TRAN CODE. 0001 GENERAL PO TRANSACTION
 ORIGINAL MEMO.. ENHANCED CLEAR GOVERNMENT FRD
 GENERAL FUND
 *NONE
 COUNTY COMMISSIONERS
 PURCHASED SERVICES
 *NONE

2,542.05 REMAINING AMOUNT

Name... WEST PAYMENT CENTER
 Address PO BOX 6292
 CAROL STREAM, IL 60197

LAST MEMO.. ENHANCED CLEAR GOVERNMENT FRD

	<u>QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>PRICE</u>
1		ENHANCED CLEAR GOVERNMENT	6100.92
2		FRAUD SERVICES.	

F3-RETURN

ROLLUP/ROLLEDOWN-CHANGE PAGE

Resolution

Number 18-1396

Adopted Date September 11, 2018

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

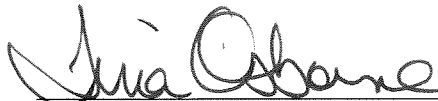
BE IT RESOLVED, to approve and enter into Adoption Assistance Agreements with [REDACTED]
[REDACTED] on behalf of Ohio Department of Job & Family Services
Children Services Division. Copy of agreements attached hereto and made a part hereof.

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

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

Resolution adopted this 11th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc:

[REDACTED]
Children Services (file)

Resolution

Number 18-1397

Adopted Date September 11, 2018

APPROVE AMENDMENT #3 TO THE AGREEMENT WITH INMATE CALLING SOLUTIONS, LLC FOR INMATE CALLING SERVICES WITHIN THE WARREN COUNTY JAIL ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

BE IT RESOLVED, to approve amendment #3 to the agreement with Inmate Calling Solutions, LLC for Inmate Calling Services within the Warren County Jail, on behalf of Warren County Telecommunications. Copy of said agreement is attached hereto and a part hereof.

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

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

Resolution adopted this 11th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Inmate Calling Solutions, LLC
Telecom (file)

**AMENDMENT NO. 3 to the
INMATE TELEPHONE SERVICES AGREEMENT**

This Amendment No. 3 to the Inmate Telephone Services Agreement dated February 24th, 2004, as previously amended (the "Agreement") is made by and between **Inmate Calling Solutions, LLC, d/b/a ICSolutions** and **Warren County, OH**. Whereas, the parties agree as follows:

1. Capitalized terms not expressly defined herein shall have the meaning ascribed thereto under the Agreement.
2. The Term of the Agreement is hereby extended to be through July 1, 2021. Thereafter, the Agreement shall automatically renew for additional terms of one (1) year, each upon the same terms and conditions as set forth herein, unless either party otherwise provides written notice to the other party at least ninety (90) days prior to a scheduled renewal.
3. The Equipment, as more fully described on Exhibit B to the Agreement, is hereby amended to add the following:
 - Replace 31 inmate telephones and provide spares as required through the Term of this Agreement.
 - ICS may connect the jail to our centralized platform to provide additional features.
 - The Enforcer[®] Investigative Suite:
 - The VerifierSM voice biometric inmate identity verification
 - The ImposterSM continuous voice biometrics
 - The Word DetectorSM phonetic keyword search technology
 - The AnalyzerSM data mining & link analysis tools
 - The Enforcer[®] IVR Suite:
 - The InformerSM PREA module
 - The CommunicatorSM paperless inmate communications portal
4. Except as amended herein, the Agreement shall remain in full force and effect.

{Remainder of page intentionally left blank. Signature page follows.}

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives on the dates set forth below, to be effective as of the full execution hereof.

Inmate Calling Solutions, LLC



(Signature)

Michael Kennedy

(Printed Name)

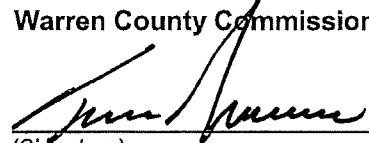
Vice President Sales & Marketing

(Title)

8/28/18

(Date)

Warren County Commissioners



(Signature)

Tom Grossmann

(Printed Name)

President

(Title)

9/11/18

(Date)

APPROVED AS TO FORM



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

Resolution

Number 18-1398

Adopted Date September 11, 2018

ENTER INTO AN EXCLUSIVE AND PERMANENT HIGHWAY EASEMENT AGREEMENT WITH CURTIS PENDERGRASS AKA CURTIS PENDERGLASS, UNMARRIED (GRANTOR) FOR THE RICH/DAVIS/PRIMROSE INTERSECTION PROJECT

WHEREAS, it is necessary to enter into an Exclusive and Permanent Highway Easement Agreement with Grantor, 9181 Primrose Drive, Loveland, Ohio 45140 for the Rich/Davis/Primrose Intersection Project; and

WHEREAS, the land required for the Exclusive and Permanent Highway Easement for the Rich/Davis/Primrose Intersection Project is as follows:

Exclusive and Permanent Easement – Exhibits A & B– 0.013 acres

WHEREAS, the negotiated price for the Exclusive and Permanent Highway Easement Agreement is \$1,768.00, which was paid to Grantor by Deerfield Township Board of Township Trustees; and

NOW THEREFORE BE IT RESOLVED, to enter into an Exclusive and Permanent Highway Easement Agreement with Grantor, for the Rich/Davis/Primrose Intersection Project at a total cost of \$1,768.00 paid by Deerfield Township Board of Township Trustees. A copy of the Agreement signed by Grantor, which incorporates the legal description for the Exclusive and Permanent Highway Easement is attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones - yea

Resolution adopted this 11th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Pendergrass, Curtis
Deerfield Twp.
Easement file
Engineer (file)
Recorder (certified)

EASEMENT AGREEMENT IN THE NAME OF THE WARREN COUNTY BOARD OF
COUNTY COMMISSIONERS

Easement No. 3

APNS: 16142030110 – PT.

ARTICLES OF AGREEMENT

This agreement is entered into the date stated below by Curtis Pendergrass aka Curtis Penderglass, unmarried, whose mailing address is 9181 Primrose Drive, Loveland Ohio 45140, (hereinafter the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

The purpose of this Easement Agreement is to obtain the necessary exclusive and permanent highway easement for the Rich/Davis/Primrose Intersection Project, being a part of a public roadway open to the public without charge.

That the Grantor, for and in consideration of the sum of \$1,768.00 and other valuable consideration paid to it by the Deerfield Township Board of Township Trustees, the receipt and sufficiency of which is hereby stipulated, does hereby grant, bargain and sell, convey and release to the Grantee, its successors and assigns, an exclusive and permanent highway easement for the purpose of improving and maintaining a public road and related improvements thereto upon the lands hereafter described, situated in Section 14, Town 4, Range 2, Deerfield Township, Warren County, State of Ohio and further described as follows:

EXCLUSIVE & PERMANENT HIGHWAY EASEMENT LEGAL DESCRIPTIONS

See Exhibit "A" for details

See Exhibit "B" (Permanent Easement area only) for drawings.

The Exclusive and Permanent Highway Easements granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall run with the land.

Grantor shall have the right to repurchase this property for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantor declines to repurchase the property; (ii) the Grantor fails to repurchase the property within sixty (60) days after the Grantee offers the property for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of these Easements & Agreement. The Grantor's right of repurchase is not assignable, nor does it run with the land.

The Grantor acknowledges receipt of an appraisal or waives an appraisal in compliance with Ohio Rev. Code § 163.04.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any disputes hereunder shall exclusively be the Warren County Court of Common Pleas.

[the balance of the page is intentionally left blank]

GRANTOR

IN EXECUTION WHEREOF, Curtis Pendergrass aka Curtis Penderglass,
Referred to as the Grantor herein, have caused this instrument to be executed on the date
stated below.

SIGNATURE: [Handwritten Signature]
PRINTED NAME: Curtis Pendergrass
DATE: 8-8-18

STATE OF OHIO COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 8th day of August,
2018, before me, the subscriber, a Notary Public in and for said state, personally came
individual known or proven to me to be Curtis Pendergrass, being the **Grantor** in the
foregoing instrument, and acknowledged the signing thereof to be their voluntary act and deed,
and pursuant to the Resolution authorizing them to act.

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



Joshua T. Behnke
Notary Public, State of Ohio
My Commission Expires 12-18-2019

Notary Public: [Handwritten Signature]
My commission expires: 12/18/2019

[the balance of the page is blank]

GRANTEE

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, has caused this instrument to be executed by Tom Grossmann, its President on the date stated below, pursuant to Resolution No. 18-1398 dated 9/11/18

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]
PRINTED NAME: Tom Grossmann
TITLE: President
DATE: 9/11/18

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 11 day of September 2018 before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Tom Grossmann, President of the Warren County Board of County Commissioners, being the Grantee in the foregoing instrument, and acknowledged the signing thereof to be his voluntary act and deed, and pursuant to the Resolution authorizing them to act.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on

this day and year aforesaid.

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



Notary Public: [Signature]
My commission expires: 12/26/2022

APPROVED AS TO FORM

[Signature]
Bruce A. McGary
Asst. Prosecuting Attorney

**EXHIBIT A
LEGAL DESCRIPTION
EASEMENT #3
RICH/DAVIS PRIMROSE ROAD INTERSECTION IMPROVEMENTS
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
"BOARD OF COUNTY COMMISSIONERS, WARREN COUNTY, OHIO**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the "Board of County Commissioners, Warren County, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

BEING A NEW ROADWAY EASEMENT OVER, THROUGH, AND ACROSS A PART OF LOTS 4990, 4991, AND 4992 OF LOVELAND PARK 4TH SUBDIVISION AS SHOWN ON PLAT BOOK 2, PAGES 218-223 OF THE WARREN COUNTY PLAT RECORDS AND OWNED BY CURTIS PENDERGLASS AS DESCRIBED IN DOCUMENT NUMBER 2016-013042 OF THE WARREN COUNTY DEED RECORDS, SITUATE IN SECTION 14, TOWN 4, RANGE 2, DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

Beginning at the Grantor's southeast property corner and being the northeast corner of Lot 4997 of said Loveland Park 4th Subdivision and being owned by Board of Township Trustees of Deerfield Township as described in Deed Book 2236, Page 403, and being on the west right-of-way line of Primrose Drive;

thence, North 84°-00'-18" West, 18.15 feet, along the north property line of said Lot 4997 to a point;

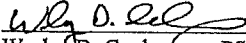
thence, along a curve the left, with a radius of 237.00 feet, an arc distance of 53.42 feet, a delta angle of 12°-54'-49", and a chord bearing North 19°-39'-15" East, 51.45 feet, to a point;

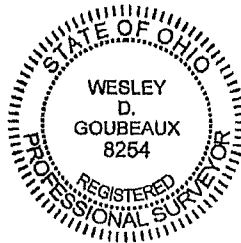
thence, South 84°-15'-46" East, 5.13 feet, to a point on the west right-of-way line of Primrose Drive;

thence, South 05°-44'-14" West, 51.77 feet, along the west right-of-way line of Primrose Drive to the place of beginning.

Containing 0.013 acres more or less with all being subject to any legal highway and easements of record. The bearings are based on NAD 83 CORS 2011 Adjustment, Ohio South Zone, ODOT VRS CORS Network.

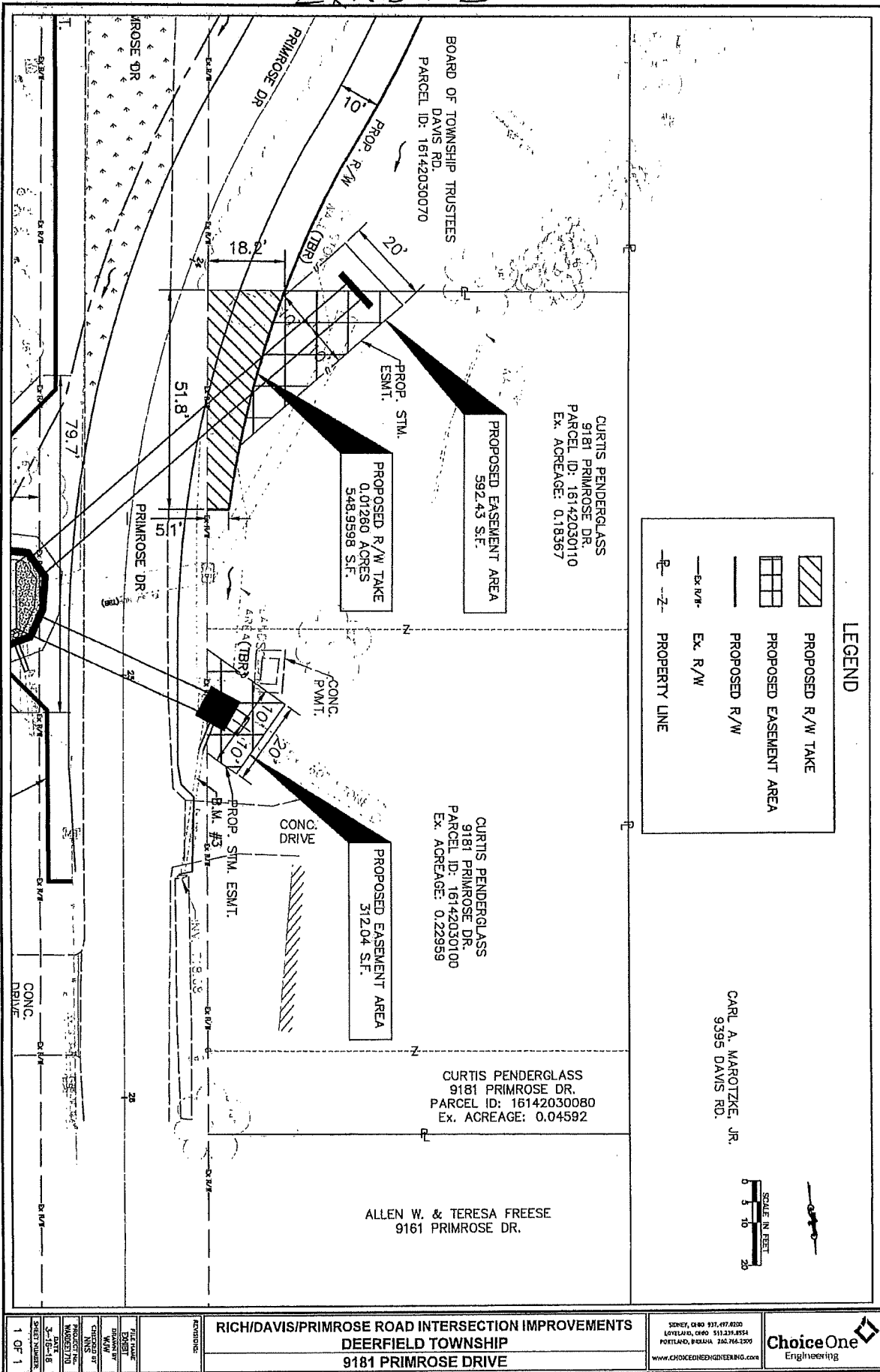
The above description was prepared by Wesley D. Goubeaux, Ohio Professional Surveyor Number 8254, and dated April 2, 2018. For a pictorial representation, see attached Exhibit "B".


Wesley D. Goubeaux, PS #8254



4/2/2018
Date

Exhibit B



RICH/DAVIS/PRIMROSE ROAD INTERSECTION IMPROVEMENTS
DEERFIELD TOWNSHIP
9181 PRIMROSE DRIVE

SENEY, OHIO 931.471.8120
LOVELAND, OHIO 513.237.8554
PORTLAND, OREGON 252.766.1200
www.CHOICEONEENGINEERING.com



PROJECT NUMBER	3-16-18
DATE	3-16-18
DESIGNED BY	MMW
DRAWN BY	MMW
CHECKED BY	
APPROVED BY	
SHEET NUMBER	1 OF 1

Resolution

Number 18-1399

Adopted Date September 11, 2018

ENTER INTO AN EXCLUSIVE AND PERMANENT HIGHWAY EASEMENT AGREEMENT WITH DEERFIELD TOWNSHIP BOARD OF TRUSTEES AKA THE BOARD OF TOWNSHIP TRUSTEES OF DEERFIELD TOWNSHIP, AN OHIO TOWNSHIP (GRANTOR) FOR THE RICH/DAVIS/PRIMROSE INTERSECTION PROJECT

WHEREAS, it is necessary to enter into an Exclusive and Permanent Highway Easement Agreement with Grantor, 4900 Parkway Drive, Suite 150 Mason, Ohio 45040 for the Rich/Davis/Primrose Intersection Project; and

WHEREAS, the land required for the Exclusive and Permanent Highway Easement for the Rich/Davis/Primrose Intersection Project is as follows:

Exclusive and Permanent Easement – Exhibits A & B – 0.097 acres

WHEREAS, as part of the Agreement the Deerfield Township Board of Trustees donate the said easement to the County; and

NOW THEREFORE BE IT RESOLVED, to enter into an Exclusive and Permanent Highway Easement Agreement with Grantors, for the Rich/Davis/Primrose Intersection Project. A copy of the Agreement signed by Grantors, which incorporates the legal description for the Exclusive and Permanent Highway Easement is attached hereto and made a part hereof.

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

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

Resolution adopted this 11th day of September 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Deerfield Twp.
Easement file
Engineer (file)
Recorder (certified)

EASEMENT AGREEMENT IN THE NAME OF THE WARREN COUNTY BOARD OF
COUNTY COMMISSIONERS

Parcel No.
APNS: 1614203007

ARTICLES OF AGREEMENT

*aka The Board of Township Trustees of
Deerfield Township, an Ohio Township*

This agreement is entered into the date stated below by the Deerfield Township Board of Trustees, whose mailing address is 4900 Parkway Drive, Suite 150 Mason Ohio 45040 (hereinafter the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

The purpose of this Easement Agreement is to obtain the necessary exclusive and permanent highway easement for the Rich/Davis/Primrose Intersection Project, being a part of a public roadway open to the public without charge.

That the Grantor, for and in consideration of the sum of \$0.00 and other valuable consideration paid to it by the Deerfield Township Board of Township Trustees, the receipt and sufficiency of which is hereby stipulated, does hereby grant, bargain and sell, convey and release to the Grantee, its successors and assigns, an exclusive and permanent highway easement for the purpose of improving and maintaining a public road and related improvements thereto upon the lands hereafter described, situated in Section 14, Town 4, Range 2, Deerfield Township, Warren County, State of Ohio and further described as follows:

EXCLUSIVE & PERMANENT HIGHWAY EASEMENT LEGAL DESCRIPTIONS

See Exhibit "A" for details

See Exhibit "B" (Permanent Easement area only) for drawings.

The Exclusive and Permanent Highway Easements granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall run with the land.

Grantor shall have the right to repurchase this property for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantor declines to repurchase the property; (ii) the Grantor fails to repurchase the property within sixty (60) days after the Grantee offers the property for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of these Easements & Agreement. The Grantor's right of repurchase is not assignable, nor does it run with the land.


The Grantor acknowledges receipt of an appraisal or waives an appraisal in compliance with Ohio Rev. Code § 163.04.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any disputes hereunder shall exclusively be the Warren County Court of Common Pleas.

[the balance of the page is intentionally left blank]

GRANTOR

IN EXECUTION WHEREOF, Deerfield Township Board of Trustees,
Referred to as the Grantor herein, have caused this instrument to be executed on the date
stated below.

SIGNATURE: 
PRINTED NAME: ERIC REINERS
DATE: 8/21/18

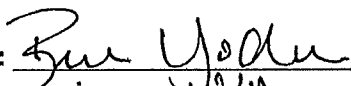
SIGNATURE: ~~_____~~
PRINTED NAME: ~~_____~~
DATE: ~~_____~~

ER
8/21/18

STATE OF OHIO COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 21st day of August
2018, before me, the subscriber, a Notary Public in and for said state, personally came
individuals known or proven to me to be Eric Reiners, DT administrator
being the **Grantors** in the foregoing instrument, and acknowledged the signing thereof to be
their voluntary act and deed, and pursuant to the Resolution authorizing them to act.

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

Notary Public: 
My commission expires: N/A



BENJAMIN J YODER, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03 O.R.C.

[the balance of the page is blank]

GRANTEE

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, has caused this instrument to be executed by Tom Grossmann, its President on the date stated below, pursuant to Resolution No. 18-1399 dated 9/11/18

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]
PRINTED NAME: Tom Grossmann
TITLE: President
DATE: 9/11/18

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 11 day of September 2018 before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Tom Grossmann, President of the Warren County Board of County Commissioners, being the **Grantee** in the foregoing instrument, and acknowledged the signing thereof to be his voluntary act and deed, and pursuant to the Resolution authorizing them to act.

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

Notary Public: [Signature]
My commission expires: 12/26/2022

APPROVED AS TO FORM
[Signature]
Bruce A. McGary
Asst. Prosecuting Attorney

**EXHIBIT A
LEGAL DESCRIPTION
EASEMENT #1
RICH/DAVIS PRIMROSE ROAD INTERSECTION IMPROVEMENTS
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
"BOARD OF COUNTY COMMISSIONERS, WARREN COUNTY, OHIO**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the "Board of County Commissioners, Warren County, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

BEING A NEW ROADWAY EASEMENT OVER, THROUGH, AND ACROSS A PART OF LOTS 4994, 4995, 4996, AND 4997 OF LOVELAND PARK 4TH SUBDIVISION AS SHOWN ON PLAT BOOK 2, PAGES 218-223 OF THE WARREN COUNTY PLAT RECORDS AND OWNED BY THE BOARD OF TOWNSHIP TRUSTEES OF DEERFIELD TOWNSHIP AS DESCRIBED IN DEED BOOK 2236, PAGE 403 OF THE WARREN COUNTY DEED RECORDS, SITUATE IN SECTION 14, TOWN 4, RANGE 2, DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

Beginning at the Grantor's northeast property corner and being the southeast corner of Lot 4992 of said Loveland Park 4th Subdivision and being owned by Curtis Penderglass as described in Document Number 2016-013042 and being on the west right-of-way line of Primrose Drive;

thence, South 05°-44'-14" West, 100.00 feet, along the west right-of-way line of Primrose Drive to a point on the north right-of-way line of Davis Road;

thence, North 84°-00'-18" West, 64.28 feet, along the north right-of-way line of Davis Road to a point;

thence, North 24°-47'-14" East, 2.32 feet, to a point;

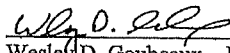
thence, along a curve to the right, with a radius of 325.37 feet, an arc distance of 76.13 feet, a delta angle of 13°-24'-20", and a chord bearing North 30°-52'-35" East, 75.95 feet, to a point;

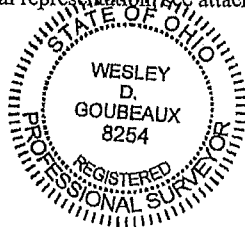
thence, along a curve to the left, with a radius of 237.00 feet, an arc distance of 31.70 feet, a delta angle of 07°-39'-49", and a chord bearing North 30°-10'-05" East, 31.68 feet, to a point on the south property line of said Lot 4992;

thence, South 84°-00'-18" East, 18.15 feet, along the south property line of said Lot 4992 to the place of beginning.

Containing 0.097 acres more or less with all being subject to any legal highway and easements of record. The bearings are based on NAD 83 CORS 2011 Adjustment, Ohio South Zone, ODOT VRS CORS Network.

The above description was prepared by Wesley D. Goubeaux, Ohio Professional Surveyor Number 8254, and dated April 2, 2018. For a pictorial representation, see attached Exhibit "B".

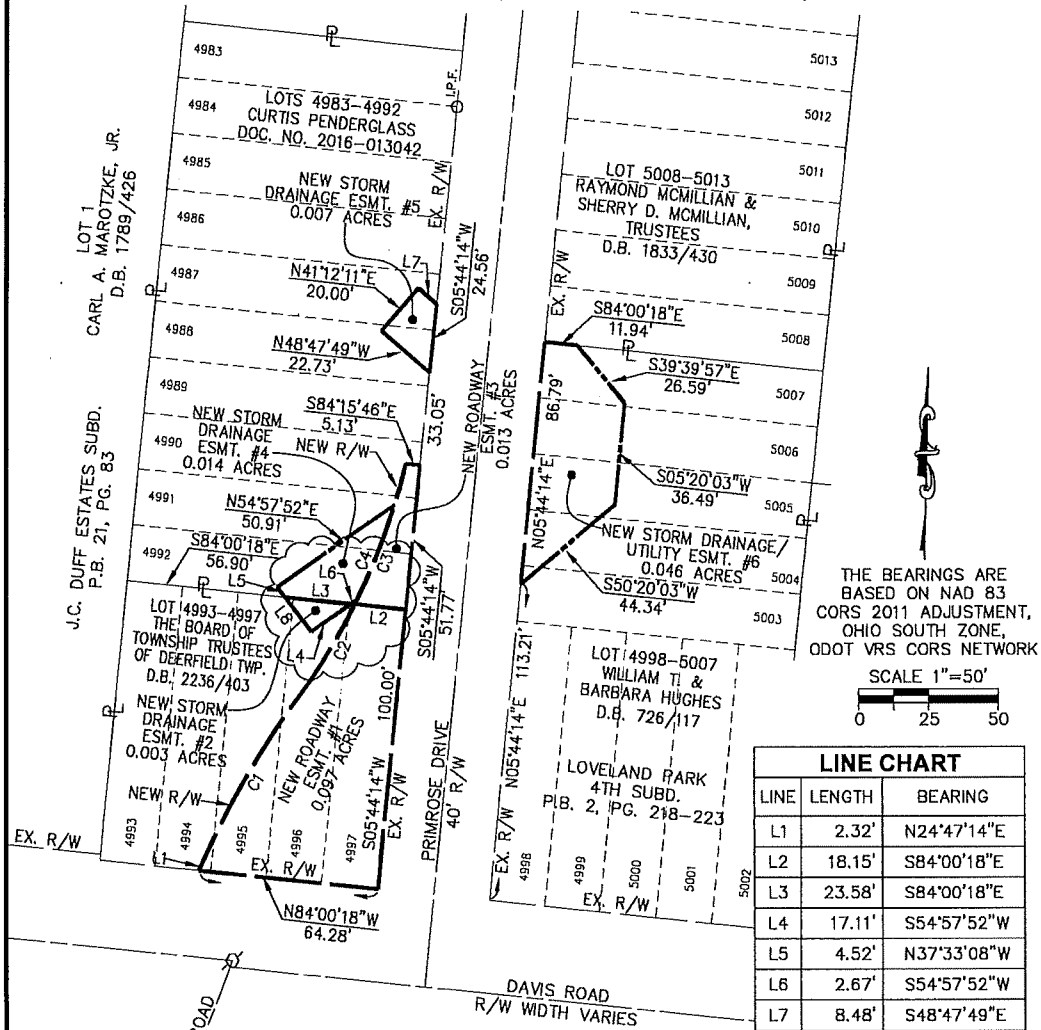

Wesley D. Goubeaux, PS #8254



4/2/2018
Date

EXHIBIT B

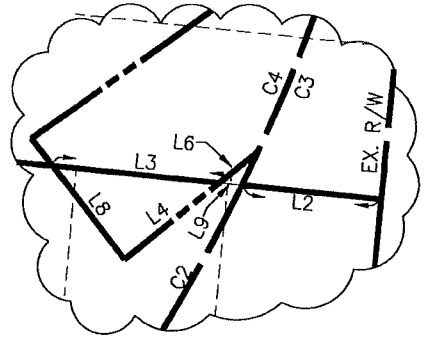
BEING NEW STORM DRAINAGE, UTILITY, AND ROADWAY EASEMENTS SITUATED IN SECTION 14, T 4, R 2, DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO



THE BEARINGS ARE BASED ON NAD 83 CORRS 2011 ADJUSTMENT, OHIO SOUTH ZONE, ODOT VRS CORRS NETWORK
SCALE 1"=50'

LINE	LENGTH	BEARING
L1	2.32'	N24°47'14"E
L2	18.15'	S84°00'18"E
L3	23.58'	S84°00'18"E
L4	17.11'	S54°57'52"W
L5	4.52'	N37°33'08"W
L6	2.67'	S54°57'52"W
L7	8.48'	S48°47'49"E
L8	20.02'	N37°33'08"W
L9	1.37'	S84°00'18"E

CURVE	RADIUS	Δ	LENGTH	CHORD	
				LENGTH	BEARING
C1	325.37'	13°24'20"	76.13'	75.95'	N30°52'35"E
C2	237.00'	07°39'49"	31.70'	31.68'	N30°10'05"E
C3	237.00'	12°54'49"	53.42'	51.45'	N19°39'15"E
C4	237.00'	08°46'35"	36.30'	36.27'	S21°29'50"W



LEGEND

- I.P.F. IRON PIN FOUND
- ⊗ RAILROAD SPIKE FOUND



Choice One
Engineering

SIDNEY, OHIO 937.497.0200
LOVELAND, OHIO 513.239.8554
PORTLAND, INDIANA 260.766.2500
www.CHOICEONEENGINEERING.com

DATE:
04-02-2018

DRAWN BY:
RMF

JOB NUMBER:
WARDEE1710

SHEET NUMBER
1 OF 1

Resolution

Number 18-1400

Adopted Date September 11, 2018

ENTER INTO AN EXCLUSIVE AND PERMANENT HIGHWAY EASEMENT WITH LONG COVE HOMEOWNERS' ASSOCIATION, FOR THE WILKENS BLVD TRAFFIC SIGNAL UPGRADE PROJECT.

WHEREAS, in order to improve Wilkens Blvd, it is necessary to construct traffic signals at various intersections and in order to do this work it is necessary to enter onto property, which is owned by Long Cove Homeowners' Association, 4793 Beechwood Farms, Cincinnati, OH 45244; and

WHEREAS, in order to accomplish the foregoing, it is necessary to obtain an exclusive and permanent highway easement from the property owner; and

WHEREAS, the land for the exclusive and permanent easement is as follows:

Exclusive and Permanent Easement – Exhibit A-1 – 0.008 acres (Pt. Lot 210)
Exclusive and Permanent Easement – Exhibit A-2 – 0.007 acres (Pt. Lot 212)

WHEREAS, the Grantor grants, as a gift/donation, to the Grantee, an exclusive and permanent easement; and

NOW THEREFORE BE IT RESOLVED, to enter into exclusive and permanent easement agreement, with Long Cove Homeowners' Association, for the Wilkens Blvd. Traffic Signal Upgrade Project, copies of which are attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones - yea

Resolution adopted this 11th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Long Cove Homeowners' Association
Engineer (file)
Easement file
Recorder (certified)

**EASEMENT AGREEMENT IN THE NAME OF AND FOR THE USE OF
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
P.I.N. #163340042 (Pt.) & #163340044 (Pt.)**

ARTICLES OF AGREEMENT

This agreement is entered into the date stated below by Long Cove Homeowners' Association, whose tax mailing address is 4793 Beechwood Farms, Cincinnati, OH 45244 (hereinafter the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

The Purpose of this Easement Agreement is to obtain the necessary exclusive and permanent Standard Highway Easement for the Wilkens Blvd. Traffic Signal upgrade project, being a part of a public roadway open to the public without charge.

That the Grantor, as a **GIFT/DONATION** to the Grantee, its successors and assigns, an exclusive and permanent Standard Highway Easement for the purpose of installation of new traffic signals, upon and over the lands hereafter described, situated in Section 33, Town 4, Range 2, Deerfield Township, Warren County, State of Ohio and further described as follows:

EXCLUSIVE & PERMANENT STANDARD HIGHWAY EASEMENT LEGAL DESCRIPTION

**See Exhibit "A" for details.
See Exhibit "B" for drawing.**

The Exclusive and Permanent Standard Highway Easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall run with the land.

Grantor shall have the right to repurchase this property for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantor declines to repurchase the property; (ii) the Grantor fails to repurchase the property within sixty (60) days after the Grantee offers the property for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or; (v) upon the expiration of five years from the date of the execution of this Easement & Agreement. The Grantor's right of repurchase is not assignable, nor does it run with the land.

Grantor waives an appraisal and/or summary of an appraisal required by Ohio Rev. Code § 163.04 (C), as permitted by the policy of the Warren County Board of Commissioners, adopted as Resolution No. 15-0377.

GRANTOR

IN EXECUTION WHEREOF, DOUGLAS PRINCE
President of Long Cove HOA (name, title) for Long Cove Homeowners' Association, pursuant to the authority granted to him by the company to execute this Agreement on behalf the Grantor herein, has hereunto set his hands on the date stated below.

LONG COVE HOMEOWNERS' ASSOCIATION

NAME: Douglas Prince
TITLE: President, Long Cove HOA
DATE: 8/17/18

STATE OF Ohio, COUNTY OF Warren, ss.

BE IT REMEMBERED, on this 17 day of August, 2018, before me, the subscriber, a Notary Public in and for said state, personally came Douglas C Prince, President of Long Cove (name, title) for Long Cove Homeowners' Association organized and existing under the laws of the State of Ohio, being the Grantor in the foregoing Agreement, and pursuant to the authority granted to him by said company and while acting in his official capacity on behalf of Grantor, he did acknowledge the signing thereof to be his voluntary act and deed.

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



JUSTIN GOODALL
Notary Public, State of Ohio
My Commission Expires
May 24, 2023

Notary Public: [Signature]
My commission expires: May 24, 2018

[the balance of the page is blank]

GRANTEE

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, has caused this instrument to be executed by Tom Grossmann, its President, on the date stated below, pursuant to Resolution No. 18-1400, dated 9/11/18.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 9/11/18

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 11 day of September, 2018 before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Tom Grossmann, President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Easement, and acknowledged the signing thereof to be his voluntary act and deed, and pursuant to the Resolution authorization him to act.

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

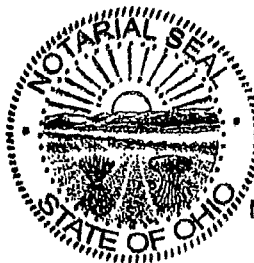
Notary Public: [Signature]
My commission expires: 12/26/2022

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]

500 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1782
Fx. (513) 695-2759



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

Exhibit "A-1"



CINCINNATI
COLUMBUS
DAYTON

6305 Centre Park Drive
West Chester, OH 45069
phone ► 513.779.7851
fax ► 513.779.7852
www.kleingers.com

February 22, 2016

**LEGAL DESCRIPTION
TRAFFIC SIGNAL EASEMENT
LOT 210 – LONG COVE**

Situated in Section 33, Town 4, Range 2, Deerfield Township, Warren County, Ohio, being part of Lot 210 Long Cove Phase 1A as recorded in P.B. 67 Pgs. 57-58 as conveyed to Long Cove Homeowners Association in O.R. 3998 PG. 760, the boundary of which being more particularly described as follows:

Beginning at the intersection of the west right of way line of Wilkens Boulevard and the west line of a 15 foot public utility easement as recorded in P.B. 67 Pg. 57, being $N50^{\circ}55'34''W$ a distance of 57.50 from the centering intersection of Wilkens Boulevard and Long Cove Boulevard;

Thence along said right of way line along a curve to the right for an arc distance of 19.43 feet, said curve having a radius of 47.00 feet, a central angle of $23^{\circ}41'02''$ and a chord which bears $S64^{\circ}33'48''W$ a distance of 19.29 feet;

Thence, $N05^{\circ}39'02''E$ a distance of 24.92 feet;

Thence, $S84^{\circ}20'58''E$ a distance of 16.52 feet to a point in the west line of the aforesaid public utility easement;

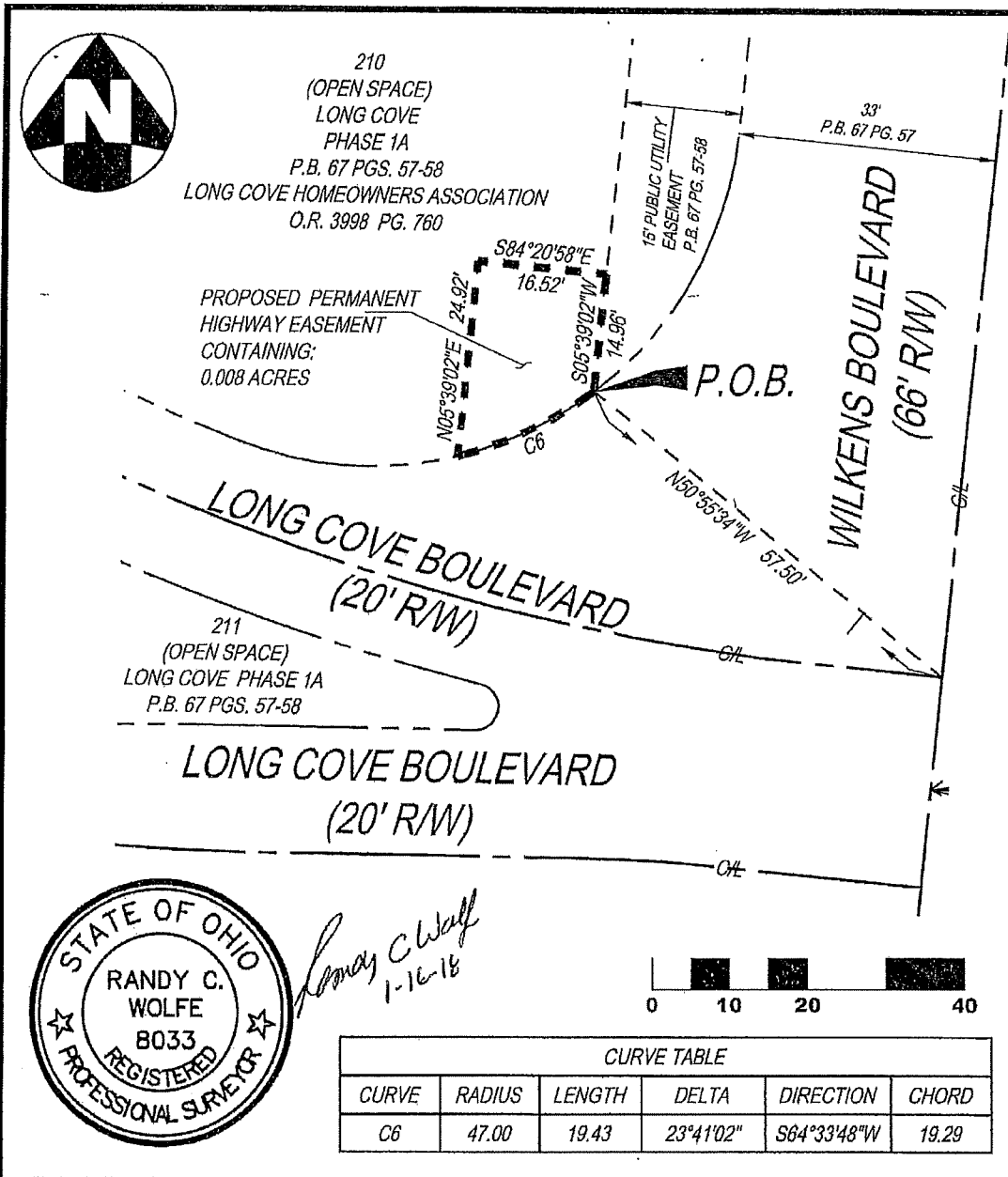
Thence along said west line, $S05^{\circ}39'02''W$ a distance of 14.96 feet to the Point of Beginning;

Containing 0.008 Acres, more or less, and also being subject to easements, restrictions, and rights of ways of record.

Bearings are based on the Ohio State Plane Coordinate System, South Zone per the Ohio Department of Transportation's Virtual Reference Stationing System.

All as shown on attached Exhibit "A"

Exhibit "B-1"



Randy C. Wolfe
1-16-18



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	DIRECTION	CHORD
C6	47.00	19.43	23°41'02"	S64°33'48"W	19.29

LOT 210 - LONG COVE PHASE 1A		EXHIBIT "A"
<p>PERMANENT HIGHWAY EASEMENT LOT 210 LONG COVE PHASE 1A SECTION 33, TOWN 4, RANGE 2 DEERFIELD TOWNSHIP WARREN COUNTY, OHIO</p>	<p>SCALE: 1"=20' DATE: 12/14/17 DRAWN: DKY CHECKED: RCW JOB No. 140521VSD000</p>	 <p>THE KLEINGERS GROUP</p> <p>CIVIL ENGINEERING SURVEYING LANDSCAPE ARCHITECTURE</p> <p>8328 Cerys Park Dr. West Chester OH 45069 513.779.7031 www.kleingers.com</p>

H:\2014\140521\DWG\000\140521VSD000 BOWEN EASEMENT.dwg, 1/16/2018 8:40:32 AM, tomt

Exhibit "A-2"



CINCINNATI
COLUMBUS
DAYTON

6305 Centre Park Drive
West Chester, OH 45069
phone ► 513.779.7851
fax ► 513.779.7852
www.kleingers.com

February 22, 2016

**LEGAL DESCRIPTION
TRAFFIC SIGNAL EASEMENT
LOT 212 – LONG COVE**

Situated in Section 33, Town 4, Range 2, Deerfield Township, Warren County, Ohio, being part of Lot 212 Long Cove Phase 1A as recorded in P.B. 67 Pgs. 57-58 as conveyed to Long Cove Homeowners Association in O.R. 3998 Pg. 760, the boundary of which being more particularly described as follows:

Beginning at the intersection of the west right of way line of Wilkens Boulevard and the west line of a 15 foot public utility easement as recorded in P.B. 67 Pg. 57, being $S66^{\circ}52'42''W$ a distance of 54.76 feet from the centerline intersection of Wilkens Boulevard and Long Cove Boulevard;

Thence along the west line of said easement, $S05^{\circ}39'02''W$ a distance of 17.47 feet;

Thence, $N84^{\circ}20'58''W$ a distance of 13.89 feet;

Thence, $N05^{\circ}39'02''E$ a distance of 26.42 feet to the aforesaid west right of way line of Wilkens Boulevard;

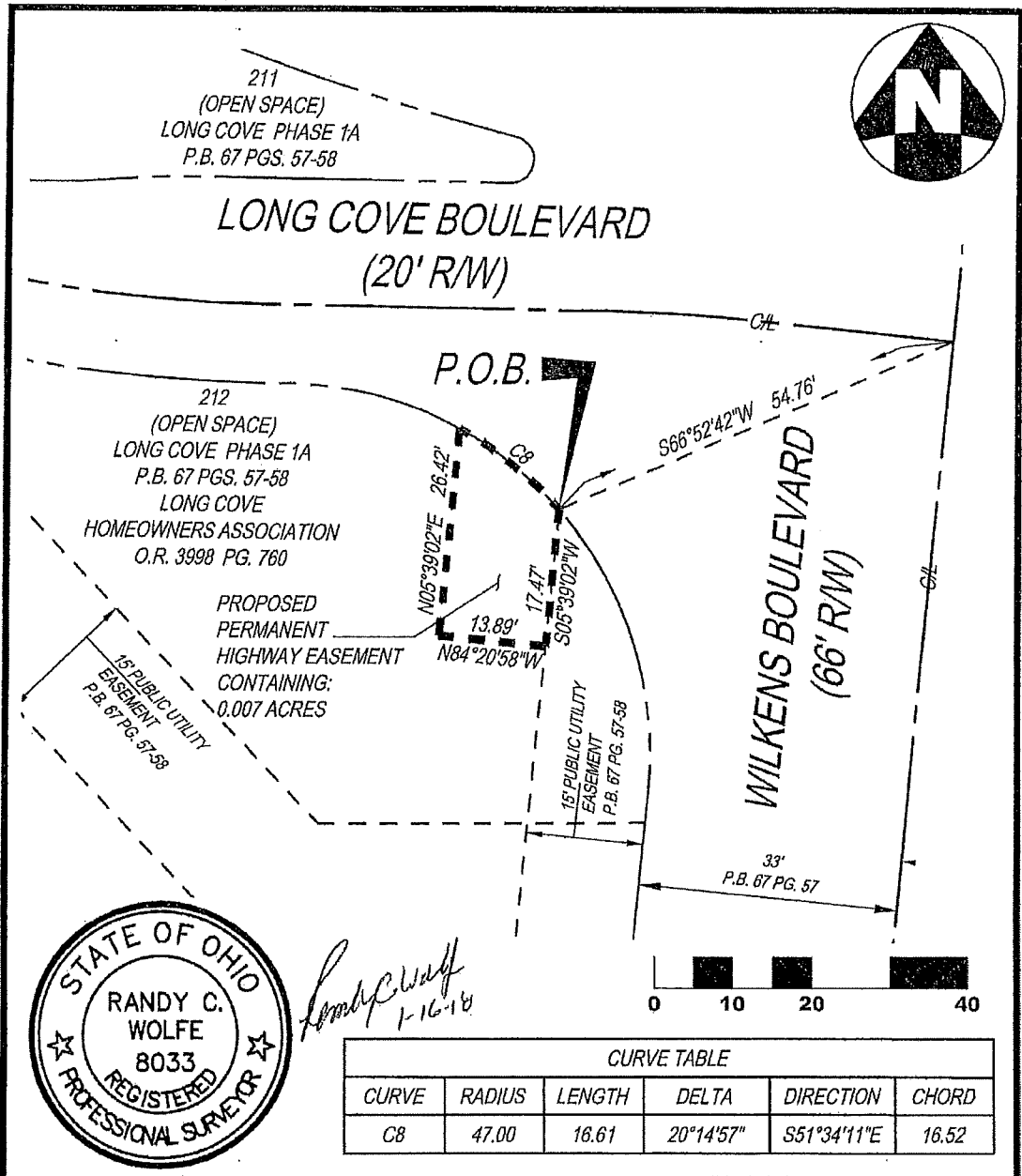
Thence along said right of way line along a curve to the right for an arc distance of 16.61 feet to the Point of Beginning, said curve having a radius of 47.00 feet, a central angle of $20^{\circ}14'57''$ and a chord which bears $S51^{\circ}34'11''E$ for a chord distance of 16.52 feet;

Containing 0.007 Acres, more or less, and being subject to easements, restrictions, and rights of way of record.

Bearings are based on the Ohio State Plane Coordinate System, South Zone per the Ohio Department of Transportation's Virtual Reference Stationing System.

All as shown on attached Exhibit "A"

Exhibit "B-2"



Randy C. Wolfe
1-16-18

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	DIRECTION	CHORD
C8	47.00	16.61	20°14'57"	S51°34'11"E	16.52

LOT 212 - LONG COVE PHASE 1A		EXHIBIT "A"
PERMANENT HIGHWAY EASEMENT LOT 212 LONG COVE PHASE 1A SECTION 33, TOWN 4, RANGE 2 DEERFIELD TOWNSHIP WARREN COUNTY, OHIO	SCALE: 1"=20' DATE: 12/14/17 DRAWN: DKY CHECKED: RCW JOB No. 140521VSD000	<p>CIVIL ENGINEERING SURVEYING LANDSCAPE ARCHITECTURE</p> <p>6365 Centre Park Dr. West Chester, OH 45389 513.779.7451 www.kleingers.com</p> <p>THE KLEINGERS GROUP</p>

H:\2014\140521\DWG\000\140521VSD000 BOWEN EASEMENT.dwg, 1/16/2018 8:41:32 AM, tomm

Resolution

Number 18-1401

Adopted Date September 11, 2018

ADVERTISE FOR BIDS FOR THE RAR WATER TREATMENT PLANT FILTER REHABILITATION PROJECT

BE IT RESOLVED, to advertise for bids for the RAR Water Treatment Plant Filter Rehabilitation Project for the Warren County Water and Sewer Department; and


BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet website, beginning the week of September 23, 2018; bid opening to be October 25, 2018 @ 11:00 a.m.

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

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

Resolution adopted this 11th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 18-1402

Adopted Date September 11, 2018

ENTER INTO CONTRACT WITH WM. KRAMER & SON, INC. FOR THE LOWER LITTLE MIAMI WWTP ROOF REPLACEMENTS PROJECT

WHEREAS, pursuant to Res. 18-1338, adopted August 28, 2018, this Board approved a Notice of Intent to Award Bid for the Lower Little Miami WWTP Roof Replacements Project to Wm. Kramer & Son, Inc., for a total bid price of \$108,530.00; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Wm. Kramer & Son, Inc., 9171 Harrison Pike, #12, Cleves, Ohio, for a total contract price of \$108,530.00; as attached hereto and made a part hereof.

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones - yea

Resolution adopted this 11th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: c/a—Wm. Kramer & Son, Inc.
Water/Sewer (file)
OMB Bid file

SECTION 00400 - CONTRACT

THIS AGREEMENT, made this ^{11th}~~30th~~ day of ^{September}~~August~~, 2018, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and W.m Kramer & Son Inc., 9171 Harrison Pike Unit #12, Cleves, Ohio doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

LOWER LITTLE MIAMI WWTP ROOF REPLACEMENTS PROJECT

hereinafter called the project, for the sum of \$108,530.00 (One hundred and eight thousand five hundred and thirty dollars), and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

ADDENDUMS

VOLUME I

SECTION 00040 - INVITATION TO BIDDERS

SECTION 00100 - BID PROPOSAL

SECTION 00120 - EXCEPTION SHEET

SECTION 00130 - BIDDER IDENTIFICATION

SECTION 00200 - GENERAL INSTRUCTIONS TO BIDDERS

SECTION 00220 - NONCOLLUSION AFFIDAVIT

SECTION 00240 - BONDING AND INSURANCE REQUIREMENTS

SECTION 00260 - BID GUARANTY AND CONTRACT BOND

SECTION 00280 - PERFORMANCE BOND

SECTION 00300 - EXPERIENCE STATEMENT

SECTION 00320 - AFFIDAVIT OF NON-DELINQUENCY OF REAL AND/OR PERSONAL PROPERTY TAX

SECTION 00340 - EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS, BID CONDITIONS, NON-DISCRIMINATION, AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

SECTION 00360 - FINDINGS FOR RECOVERY AFFIDAVIT

SECTION 00400 - CONTRACT

SECTION 00500 - WAGE RATE DETERMINATION

SECTION 00700 - GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

SECTION 00730 - TECHNICAL SPECIFICATIONS

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and shall complete all work within the following requirements:

- a. Substantial completion shall be within 90 days from Notice to Proceed.
- b. Final completion, site restoration work complete, and Contract Closeout shall be within 120 days from Notice to Proceed.

Contractor also agrees to pay as liquidated damages, the sum of \$400.00 for each consecutive calendar day thereafter.

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

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

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

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

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

This Contract shall be construed under the laws of the State of Ohio, and the parties hereby stipulate to the venue for any and all claims, disputes, interpretations, litigation of any kind arising out of this Contract being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), as well as waiving any right to bring or remove such matters in or to any other state or federal court.

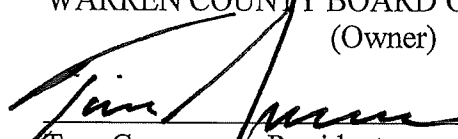
This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

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

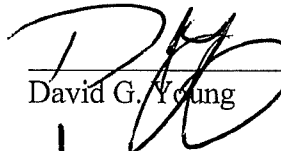
WARREN COUNTY BOARD OF COMMISSIONERS

(Owner)

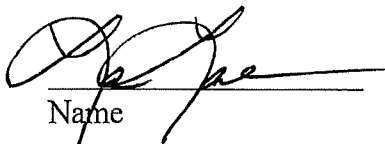


Tom Grossman, President

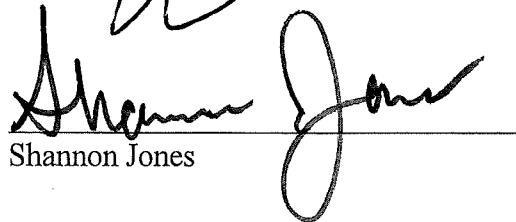
ATTEST:



David G. Young



Name

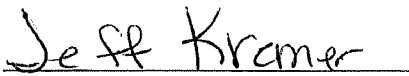


Shannon Jones

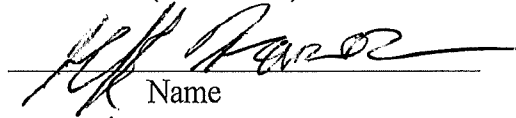
(Seal)

ATTEST:

W.m Kramer & Son Inc.
(Contractor)



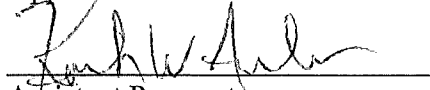
Name

By: 

Name
VT

Title

Approved as to Form:



Assistant Prosecutor

Resolution

Number 18-1403

Adopted Date September 11, 2018

AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO SIGN A SATISFACTION OF MORTGAGE FOR HEATHER REID

WHEREAS, Heather Reid, unmarried, received a deferred loan for down payment assistance for the purchase of property, known as 6764 South Andover Way, Morrow, Ohio 45152, through the FY 2004 CHIP Program from the Warren County Board of Commissioners; and

WHEREAS, the Board has received payment in full for the aforementioned loan; and

NOW THEREFORE BE IT RESOLVED, to authorize the President and/or Vice President of this Board to sign a Satisfaction of Mortgage for Heather Reid.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones - yea

Resolution adopted this 11th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/vsp

cc: c/a – Reid, Heather
OGA (file)

SATISFACTION OF MORTGAGE

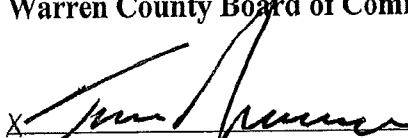
KNOW ALL MEN BY THESE PRESENTS, THAT the **Warren County Board of Commissioners** does hereby certify, that a certain Mortgage Deed, dated the 30th day of December, 2005, recorded on the 9th day of January, 2006, in Record of Mortgages, Vol. 4090 Pages 828 - 832, in the Office of the Recorder of Warren County, Ohio, executed by **Heather Reid**, unmarried, to the Warren County Board of Commissioners on the following real estate, known as 6764 South Andover Way, Morrow, Ohio 45152, and legally described in Exhibit "A", attached hereto and made a part hereof, has been **fully paid and satisfied**, and the Recorder is authorized to **discharge** the same of record.

In Testimony Whereof, the said Warren County Board of Commissioners, by Tom Grossmann, President, acting in his official capacity, has hereunto set his hand this 11th day of September, 2018, A.D.

Signed and Acknowledged
In the Presence of

Warren County Board of Commissioners


Signature of Witness

X 
Tom Grossmann, President

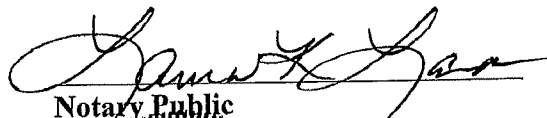
Laura K Lander
Printed Name of Witness

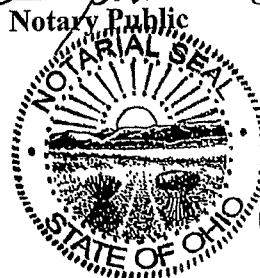
State of Ohio
County of Warren, ss:

Be It Remembered, That on this 11th day of September, 2018, A.D., before me, the subscriber, a Notary Public in and for said County, personally came the above named Tom Grossmann, President of the Warren County Board of Commissioners, who acknowledged the signing of the foregoing instrument, while acting in his official capacity, to be his voluntary act and deed, for uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

This instrument prepared by Warren County, Ohio.


Notary Public



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

EXHIBIT "A"
Legal Description
Warren County

Sidwell No. 17-29-403-007

Situated in Military Survey #3334, Hamilton Township, Warren County, Ohio and being more particularly described as follows:

Entire Lot Numbered Five Hundred Twenty-five (# 525), as the same is known and designated on the recorded plat of Wedgwood, Block "R" Subdivision, as shown in Plat Book 69, Pages 98 and 99 of the Warren County Ohio Recorder's Office.

Property commonly known as: 6764 South Andover Way, Morrow, Ohio 45152

Prior Instrument Reference: Volume 4090, Page 832, of the Official Records of Warren County, Ohio

Resolution

Number 18-1404

Adopted Date September 11, 2018

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO SIGN A FUNDING APPROVAL/AGREEMENT BETWEEN WARREN COUNTY AND THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT RELATIVE TO THE FISCAL YEAR 2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ENTITLEMENT PROGRAM

BE IT RESOLVED, to approve and authorize the President and/or Vice President of this Board to sign a Funding Approval/Agreement, as attached hereto and made a part hereof, between the Warren County Board of Commissioners and the U.S. Department of Housing & Urban Development relative to the Fiscal Year 2018 Community Development Block Grant (CDBG) Entitlement Program; and

BE IT FURTHER RESOLVED, in the event funding is not available from the U.S. Department of Housing & Urban Development, the Warren County Board of Commissioners has no further obligation to fund this Program.

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

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

Resolution adopted this 11th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: c/a—HUD
OGA (file)
HUD

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
 HI-00515R of 20515R

U.S. Department of Housing and Urban Development

Office of Community Planning and Development
 Community Development Block Grant Program

OMB Approval No. 2506-0193
 exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) Warren County	3a. Grantee's 9-digit Tax ID Number 316000058	3b. Grantee's 9-digit DUNS Number 784327608
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 406 Justice Drive Room 311 Lebanon, OH 45036	4. Date use of funds may begin 05/01/2018	
	5a. Project/Grant No. 1 B-18-UC-39-0009	6a. Amount Approved \$737,744.00
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Jorgelle Lawson		Grantee Name Warren County	
Title CPD Director		Title President	
Signature 		Signature 	
Date (mm/dd/yyyy) AUG 22 2018		Date (mm/dd/yyyy) 09/11/2018	

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission 05/14/2018	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number	
		9b. Date Grantee Notified AUG 22 2018		
		9c. Date of Start of Program Year 05/01/2018		
11. Amount of Community Development Block Grant				
		FY (2018)	FY (2017)	FY ()
a. Funds Reserved for this Grantee		\$737,686.00	\$ 58.00	
b. Funds now being Approved				
c. Reservation to be Cancelled (11a minus 11b)				

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency Warren County 406 Justice Drive Room 311 Lebanon, OH 45036
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency n/a
	Title n/a
	Signature n/a

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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APPROVED AS TO FORM

 Keith W. Anderson
 Asst. Prosecuting Attorney

8. Special Conditions.

- (a) The period of performance for the funding assistance specified in the Funding Approval (“Funding Assistance”) shall begin on the date specified in item 4 and shall end on September 1, 2025. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2025.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

N/A

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.
- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372 – Not applicable in Ohio.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - “Guidelines and Objectives for Evaluating Project Costs and Financial Requirements.” (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

Resolution

Number 18-1405

Adopted Date September 11, 2018

ACKNOWLEDGE RECEIPT OF AUGUST 2018 FINANCIAL STATEMENT

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

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones - yea

Resolution adopted this 11th day of September 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor (file) ____
S. Spencer

TK

FUND NAME	PREVIOUS BAL.	RECEIPTS	REV. ADJ.	EXPENDITURES	EXP. ADJ.	ADVANCES TO/FRONT	CURRENT BAL.	WARREN'S DUTY	TREASURER'S BAL.
101 GENERAL FUND	37,021,153.10	17,781,685.94	17,318.67	4,850,852.23	.00	.00	44,970,285.50	474,051.32	45,445,034.02
201 SENIOR CITIZENS SERVICE FUND	7,866,187.35	2,805,620.10	.00	587,355.40	.00	.00	10,144,462.25	549,364.43	10,713,826.68
202 HONOR VEHICLE	4,555,259.19	800,877.07	.00	341,664.90	.00	.00	5,014,470.27	20,815.25	5,035,215.42
203 HONOR SERVICES	839,829.87	514,014.02	.00	257,971.38	.00	.00	1,095,872.33	11,839.43	1,107,711.76
205 BOARD OF DEVELOPMENTAL DISABIL	40,313,157.98	5,026,761.37	.00	1,348,809.18	.00	.00	44,991,110.09	167,176.34	44,950,326.43
206 DDC AND MERCEL	378,485.07	12,459.64	.00	21,138.00	.00	.00	369,806.71	56.58	369,863.29
207 LAW LIBRARY RESOURCES FUND	367,250.39	46,854.30	.00	37,104.75	.00	.00	376,999.94	30.00	377,029.94
209 COUNTY AND TOWNSHIP AUTH NECTON	641,791.75	194,071.77	.00	.00	.00	.00	835,863.72	.00	835,863.72
215 VETERAN'S MEMORIAL	2,930.14	.00	.00	.00	.00	.00	2,930.14	.00	2,930.14
214 RECORDER TECHNOLOGY FUND 317.3	207,765.04	11,350.75	1,776.25CR	495.13	.00	.00	216,652.41	37.25	216,689.66
217 DDC TECHNOLOGY FUND 350E.17	1,749,938.33	7,370.33	.00	8,894.00	.00	.00	1,750,212.66	6,894.00	1,757,106.66
218 COORDINATOR FARE	454,305.23	7,306.00	.00	17,261.25	.00	.00	444,402.93	2,644.25	447,252.23
219 WIRELESS 911 GOVERNMENT ASSIST	136,985.24	2,762.01	.00	13,516.76	.00	.00	126,230.49	.00	126,230.49
220 CP INDICENT DRIVER INTERLOCK &	2,986.61	110.44	.00	.00	.00	.00	3,097.25	.00	3,097.25
221 CC/NO INDICENT DRIVER INTERLOCK	82,494.79	644.70	.00	.00	.00	.00	83,339.77	.00	83,339.77
222 JUV INDICENT DRIVER INTERLOCK	1,332.69	.00	.00	.00	.00	.00	1,332.69	.00	1,332.69
223 PROBATE/JUVENILE SPECIAL PROJEC	293,660.42	1,341.00	.00	1,039.00	.00	.00	293,962.36	.00	293,962.36
224 COMMON PLANS SPECIAL PROJECTS	287,457.92	8,582.71	.00	4,480.00	.00	.00	291,560.63	1,500.00	293,060.63
227 PROBATION SUPERVISION DRC 2951	493,971.25	4,624.24	.00	500.00	.00	.00	498,095.49	.00	498,095.49
228 MENTAL HEALTH GRANT	57,542.53	10,199.00	.00	4,846.90	.00	.00	62,894.63	.00	62,894.63
229 MUNICIPAL MOTOR VEHICLE PERMITS	2,011,855.63	41,704.78	.00	.00	.00	.00	2,053,560.41	.00	2,053,560.41
231 LDBGING TAX ADDL 12	139,062.04	102,161.78	6,012.30	88,226.33	.00	.00	159,029.79	.00	159,029.79
233 DOMESTIC VIOLENCE	.00	4,594.00	.00	.00	.00	.00	4,594.00	.00	4,594.00
237 REAL ESTATE ASSESSMENT	6,210,970.40	1,139,685.34	.00	197,436.93	.00	.00	7,173,218.81	.00	7,173,218.81
238 WORKFORCE INVESTMENT BOARD	117,303.69	366,939.19	.00	144,497.11	.00	.00	339,745.67	9,647.68	349,393.35
243 JUVENILE GRANTS	300,840.02	2,019.22	.00	8,725.08	.00	.00	294,093.41	1,457.00	295,550.41
245 CRIME VICTIM GRANT FUND	18,268.01	5,967.17	.00	7,610.37	.00	.00	16,624.81	28.41	16,653.22
246 JUVENILE INDICENT DRIVER ALCOH	18,259.36	52.50	.00	.00	.00	.00	18,410.00	.00	18,410.00
247 YELDRY DELINQUENT CARE & COSTS	864,343.14	.00	.00	71,779.39	.00	.00	792,563.75	997.50	793,561.25
249 DDC-DELTA TAX & ASSESS COLLE	655,484.91	31,050.22	.00	20,795.22	.00	.00	665,739.91	10.00	665,749.91
250 CERT. OF TITLE ADD. FUND	3,318,781.53	216,729.71	.00	90,495.05	.00	.00	3,445,027.19	1,267.38	3,446,294.57
253 COUNTY COURT PROBATION DEPT	.00	.00	.00	.00	.00	.00	.00	.00	.00
255 MUNICIPAL VICTIM ASSISTANCE FUND	95,611.93	.00	.00	6,230.26	.00	.00	79,381.72	.00	79,381.72
256 WARREN COUNTY SUB TO HASTE DIST	1,307,136.02	0,264.55	.00	10,532.02	.00	.00	1,306,868.50	708.28	1,307,576.78
257 DDC PEACE OFFICER TRAINING	94,592.00	.00	.00	.00	.00	.00	94,592.00	.00	94,592.00
258 WORKFORCE INVESTMENT ACT FUND	111,660.27	49,671.22	.00	39,733.70	.00	.00	121,618.36	.00	121,618.36
259 JHP	3,475.19	.00	.00	.00	.00	.00	1,675.19	.00	1,675.19
261 PASS THROUGH GRANTS	.00	11,625.77	.00	11,447.24	.00	.00	2,233.08	.00	2,233.08
262 COMMUNITY ORGANIZATIONS HONORARI	440,843.44	39,280.37	3,780.05CR	34,646.65	.00	.00	442,394.36	211.00	442,605.36
263 CHILD SUPPORT ENFORCEMENT	414,815.40	487,362.71	.00	249,278.08	.00	.00	614,900.03	1,868.37	616,768.40
264 EMERGENCY MANAGEMENT AGENCY	106,933.54	56,473.76	.00	17,067.60	.00	.00	146,339.70	.00	146,339.70
265 COMMUNITY DEVELOPMENT	446,680.80	10,543.67	.00	32,393.61	.00	.00	424,830.26	15,089.75	439,920.01
266 CORR DEW-ERT ZONE HONORIS FEES	100,563.00	.00	.00	.00	.00	.00	100,563.00	.00	100,563.00
267 IDCR PROBATION GRANT	.00	.00	.00	.00	.00	.00	.00	.00	.00
268 INDICENT CORROBORATION FUND	184,243.42	1,140.00	.00	.00	.00	.00	185,383.42	.00	185,383.42
269 CC INDICENT DRIVER ALCOHOL TRF	390,495.87	8,794.49	.00	.00	.00	.00	399,290.36	.00	399,290.36
270 JUVENILE TREATMENT CENTER	434,190.30	13,082.04	173.56CR	95,182.57	.00	.00	352,067.27	257.99	352,325.26
271 DDC-PROSECUTOR DRC 321 261	339,054.87	38,370.61	.00	22,356.65	.00	.00	355,068.83	.00	355,068.83
272 CP INDICENT DRIVER ALCOHOL TRF	6,375.83	.00	.00	.00	.00	.00	6,375.83	.00	6,375.83
273 CHILDREN SERVICES	4,230,714.64	110,092.77	.00	782,921.89	20.00CR	.00	3,457,882.52	516,023.05	4,201,687.37
274 COUNTY COURT COMPUTER DRC 1907	59,895.30	1,658.30	.00	.00	.00	.00	61,553.60	.00	61,553.60
275 COUNTY COURT CLERK COMPUTER DRC	27,374.92	1,999.00	.00	.00	.00	.00	29,373.92	.00	29,373.92
276 PROBATE COURT COMPUTER DRC 210	38,342.76	525.00	.00	.00	.00	.00	38,867.76	.00	38,867.76
277 PROBATE COURT CLERK COMPUTER D	208,929.01	1,750.00	.00	.00	.00	.00	210,679.01	.00	210,679.01

REPORT FARDOR CONTINUES

FUND	NAME	PREVIOUS BAL.	RECEIPTS	SEC. ADJ.	EXERCISEABLES	EXP. ADJ.	ADVANCE PAY/ADV	CURRENT BAL.	BARGAINS OUT	TREASURER'S BAL.
270	JUDICIAL COURT CLOCK COMPUTER	170,941.17	1,487.00	.00	2,913.25	.00	.00	169,634.92	.00	169,634.92
279	JUDICIAL COURT COMPUTER DEC 25	27,355.07	582.57	.00	.00	.00	.00	28,434.64	.00	28,434.64
280	CORPORATE PLEAS COURT COMPUTER DR	15,177.05	1,422.00	.00	.00	.00	.00	16,419.01	.00	16,419.01
281	JANISIA REA COURT COMPUTER DR	11,370.09	750.00	.00	.00	.00	.00	11,520.09	.00	11,520.09
282	CLOCK OF COURT COMPUTER 2/301	269,761.75	4,736.00	.00	.00	.00	.00	274,277.75	.00	274,277.75
283	COUNTY COURT SPECIAL PROJECTS	1,366,743.47	32,309.05	.00	4,425.57	.00	.00	1,331,676.15	1,473.59	1,333,150.13
284	CORRECTIVE INSTITUTION PRISONER	312,930.46	12,956.00	270.00EN	10,418.09	.00	.00	335,498.37	215.70	335,414.29
285	CORRECTED NARRISON LICENSE	284,577.67	15,430.00	.00	5,701.08	.00	.00	494,456.75	.00	494,456.75
286	SHERIFF-DRUG LAB FINGERPRINT	44,049.17	4,150.00	.00	706.40	.00	.00	50,242.64	255.76	50,499.60
287	SHERIFF-LAW ENFORCEMENT TRUST	100,449.94	.00	.00	634.46	.00	.00	100,000.56	.00	100,000.56
288	COBA BASED CORRECTIONS DONATION	3,087.47	.00	.00	300.00	.00	.00	2,787.47	300.00	3,087.47
289	COMMUNITY BASED CORRECTIONS	440,671.62	.00	.00	49,852.70	.00	.00	590,810.97	.00	590,810.97
290	HAZ WAT CRACK PLAS SPEC FUND	1.92	.00	.00	.00	.00	.00	1.92	.00	1.92
291	SHERIFF-O.C.R.V. PROGRAM	.00	.00	.00	.00	.00	.00	.00	.00	.00
292	TRAFFIC SAFETY PROGRAM-SHERIFF	11,175.99	.00	.00	.00	.00	.00	11,175.99	.00	11,175.99
293	SHERIFF OAMIS	9,802.00	6,225.00	.00	.00	.00	.00	15,927.00	.00	15,927.00
294	SHERIFF CORE LAB FINGERPRINT	130,132.10	.00	.00	.00	.00	.00	130,132.10	.00	130,132.10
295	TACTICAL RESPONSE UNIT	42,207.35	2,500.00	.00	1,240.75	.00	.00	43,358.20	.00	43,358.20
296	CONF PRISON-DEPARTMENT ASST-CO	41,011.94	32.20	.00	.00	.00	.00	41,044.14	.00	41,044.14
297	EXPENDITURE & TRAVEL/POSTAL SV	35,576.36	550.00	.00	.00	.00	.00	36,254.36	.00	36,254.36
298	RENES. INC. FUNDS	82,461.74	.00	.00	.00	.00	.00	82,461.74	.00	82,461.74
299	COUNTY TRUST	1,539,417.53	17,132.34	.00	12,740.37	.00	.00	1,543,609.03	.00	1,543,609.03
327	GRAND RETIREMENT SPECIAL ASSESS	749,194.34	494,093.07	.00	.00	.00	.00	1,143,442.41	.00	1,143,442.41
360	STATE OPER LOAN	56,357.05	.00	.00	.00	.00	.00	56,357.05	.00	56,357.05
368	7043 RADIO SYSTEM BONDS	809,295.62	.00	.00	.00	.00	.00	809,295.62	.00	809,295.62
394	TAX FORFEITURE FIDUCIARYS TIR	2,177,887.76	.00	.00	.00	.00	.00	2,177,887.76	.00	2,177,887.76
397	2009 STD BOND EXCESS OF WORK	2,796,223.92	225,261.91	.00	2,501.55	.00	.00	2,979,894.34	.00	2,979,894.34
401	COUNTY WATS FIDUCIARYS VOTER	451,579.86	.00	.00	18,234.13	.00	.00	433,345.73	.00	433,345.73
430	DEFENSES SUBSTITUTION SPEC ASH	399,150.50	.00	.00	.00	.00	.00	399,150.50	.00	399,150.50
435	STREET W/ BRIDGE 207-B-92	30,372.49	90,662.51	.00	111,326.14	.00	.00	2,706.76	.00	2,706.76
437	KING AND BRIDGE PROJECT	177,177.67	.00	.00	19,141.31	.00	.00	108,036.26	.00	108,036.26
439	HARBORUS WATER ASSESSMENT PUBLIC	.00	.00	.00	.00	.00	.00	.00	.00	.00
449	WARRANTS WATER ASSESSMENT PUBLIC	.00	.00	.00	.00	.00	.00	.00	.00	.00
450	ESTATES OF REVER ENDER ROAD P	15,352.00	.00	.00	.00	.00	.00	15,352.00	1.00	15,353.00
453	010-122 A 1ST TIME RD SUBDIVISION	367,247.34	173,432.76	.00	227,134.02	.00	.00	331,542.03	.00	331,542.03
454	FIELDS-CRUEL ROAD IMPROV PROJ	9,265.01	.00	.00	.00	.00	.00	9,265.01	.00	9,265.01
455	PHASE II ROAD RECONSTRUCTION	.00	.00	.00	.00	.00	.00	.00	.00	.00
463	FIELDS-CRUEL AND COLONATA ROAD	.00	.00	.00	60.00	.00	.00	.00	.00	.00
467	COUNTY COURT PROJECTS	3,215,226.90	.00	.00	80,170.42	.00	.00	3,035,056.48	53,100.44	3,088,148.92
477	AIRPORT CONSTRUCTION	1,245,557.31	344,091.35	19,404.47EN	361,379.57	.00	.00	1,179,044.76	.00	1,179,044.76
484	556 TIC ROAD CONSTRUCTION	.00	1,911,341.96	.00	21,216.19	.00	.00	1,890,125.87	.00	1,890,125.87
485	WEST VALLEY OFFICE BLDG	1,230,344.76	1,087,729.53	.00	2,119,812.37	.00	.00	977,061.90	.00	977,061.90
427	COMMERCIAL PROJECTS	1,759,620.60	.00	.00	48,500.37	.00	.00	3,715,031.63	.00	3,715,031.63
493	REVENUE REPORT TAX EQUIVALENT F	741,711.60	.00	.00	76,150.00	.00	.00	215,551.60	9,076.00	224,627.60
494	GARRIS BUILDING	1,323,441.77	.00	.00	12,169.01	.00	.00	1,311,273.76	6,743.20	1,318,016.96
495	JAIL CONSTRUCTION SALES TAX	1,035,670.40	785,985.74	.00	2,052.06	.00	.00	3,933,526.20	.00	3,933,526.20
496	JUDICIAL RETIREMENT ADDITION A	194,770.50	.00	.00	.00	.00	.00	201,660.74	.00	201,660.74
497	JAIL CONSTRUCTION A REBUD	4,039,480.31	.00	.00	44.95	.00	.00	4,039,396.25	.00	4,039,396.25
498	COUNTY FIDUCIARYS CONSTRUCTION	846,382.43	.00	.00	.00	.00	.00	846,082.43	.00	846,082.43
499	JUDICIAL/PROSTATE TRUST EXPANSE	3,679,795.73	.00	.00	6,897.35	.00	.00	3,671,699.58	.00	3,671,699.58
519	WATER REVENUE	26,753,898.23	1,363,150.45	2,160.07EN	1,592,598.74	.00	.00	26,727,290.37	72,972.16	26,794,762.55
574	WATER LITTLE BRANT REVENUE	.00	.00	.00	.00	.00	.00	.00	.00	.00
575	SEWER TRUST PROJECTS (REVENUE)	470,180.82	922,937.00	.00	16,937.72	.00	.00	1,396,808.10	.00	1,396,808.10
590	SEWER REVENUE	29,630,266.95	1,740,625.72	45.73EN	1,109,457.31	.00	.00	27,179,379.25	131,030.46	27,310,410.53

REPORT FUNDING CONTINUES

FUND NAME	PRECEDING BAL.	RECEIPTS	REC. BAL.	EXPENDITURES	EXP. BAL.	BUDGETED DEFICIT	CURRENT BAL.	BUDGETS OUT	TREASURER'S BAL.
591 SEWER TREATMENT PLANT OPERAT	173,474.43	.00	.00	.00	.00	.00	173,474.43	.00	173,474.43
593 WATER TREAT PLANTS (REVENUE)	289,714.57	1,000,000.00	.00	5,239.74	.00	.00	1,284,474.83	2,000.00	1,286,474.83
594 WATER TREAT PLANT	151,432.32	109,720.69	.00	11,785.49	.00	.00	249,367.52	2,142.50	251,510.02
615 WATER MAINTENANCE FUND	293,511.92	59,077.62	.00	49,945.00	.00	.00	302,644.54	7,240.43	310,084.97
630 WASTE WATER POLYMERIC RECEIV.FUND	1,194,799.26	3,865.20	.00	339,431.75	.00	.00	865,232.71	4,154.00	869,386.71
631 COMPOSITIONS ROTARY	230,964.05	1,834.00	.00	1,714.10	.00	.00	231,083.95	.00	231,083.95
632 HEALTH INSURANCE	9,021,748.19	915,459.62	.00	1,134,777.35	250,553.70CR	.00	8,802,429.46	1,502.50	8,803,931.96
635 HOME - SELF INSURANCE	.00	.00	.00	.00	.00	.00	.00	.00	.00
636 WORKERS COMP SELF INSURANCE	1,460,454.56	.00	.00	53,318.09	.00	.00	1,407,136.47	10,055.19	1,417,191.66
637 PROPERTY & CASUALTY INSURANCE	765,237.82	20,170.00	.00	.00	.00	.00	785,407.82	.00	785,407.82
650 CASUALTY ROTARY	267,292.02	49,132.72	.00	14,621.73	.00	.00	291,803.01	14,871.73	306,674.74
707 P. L. E. S. ROTARY	2,709.98	722,640.41	.00	727,644.77	.00	.00	2,772.62	355,709.88	358,482.50
708 TOWNSHIP FUND	2,640,000.00	19,591,933.45	.00	5,516,942.40	2,640,000.00CR	.00	19,274,990.65	.00	19,274,990.65
709 CORPORATION FUND	3,100,980.33	8,329,726.08	.00	6,358,945.14	3,100,000.00CR	.00	8,274,761.27	.00	8,274,761.27
711 HANTR-SEVEN ROTARY FUND	156,877.50	3,993,295.00	.00	3,871,976.14	.00	.00	278,196.36	.00	278,196.36
714 MAYRILL ROTARY	228,348.72	5,650,233.79	.00	5,029,861.01	600,000CR	.00	109,331.50	357,700.24	517,031.74
715 NEW PRACTICUM ROTARY	772.32	1,548.54	.00	772.32	.00	.00	1,548.54	.00	1,548.54
716 SCHOOL	12,640,000.00	45,169,573.41	.00	35,484,591.01	12,650,000.00CR	.00	45,005,376.40	.00	45,005,376.40
717 UNAPPORTED GENERAL TAX	98,341,465.20	3,030,673.43	3,990.74CR	28,664,946.51	.00	.00	2,707,217.23	37,790.55	2,745,007.78
718 TRIBUNAL PERSONAL PROPERTY	900.00	.00	.00	.00	.00	.00	900.00	.00	900.00
719 TRAILER (LUMP SUM ESTABL) TAX	20,761.13	5,811.36	.00	10,975.17	.00	.00	3,597.32	1,027.00	4,624.32
720 LOCAL GOVERNMENT FUND	.00	312,242.60	.00	312,242.60	.00	.00	.00	.00	.00
721 SPECIAL DISTRICTS	.00	524,321.07	.00	20.11	.00	.00	524,300.96	.00	524,300.96
722 CIGARETTE LICENSE TAX	53.21	.00	.00	.00	.00	.00	53.21	.00	53.21
723 GASOLINE TAX	.00	313,572.08	.00	313,572.08	.00	.00	.00	.00	.00
725 UNAPPORTED MICHELENS VET LOW INSS	5,774.03	65,140.81	.00	5,774.03	.00	.00	65,140.81	.00	65,140.81
726 MOTOR VEHICLE LICENSE TAX	.00	747,091.31	.00	747,091.31	.00	.00	.00	.00	.00
727 HAN TRP 3 HALL POLICE LOW INSS	.00	.00	.00	.00	.00	.00	.00	160.50	160.50
728 TREASURER TAX REFUND	.00	.00	.00	.00	.00	.00	.00	9,189.72	9,189.72
731 COUNTY LOGGING TAX	267,919.05	106,675.30	6,812.30CR	264,943.01	.00	.00	309,651.34	20.00	309,671.34
735 REAL ESTATE AVERAGE PAYMENT	34,779.49	16,302.00	.00	.00	.00	.00	45,151.49	.00	45,151.49
740 TRAILER TAX	4,777.24	338.97	.00	6,193.39	.00	.00	142.84	.00	142.84
741 LIFE INSURANCE	15,459.17	16,890.00	.00	10,188.24	.00	.00	15,552.93	.00	15,552.93
742 LICENSES	.00	1,175,472.14	.00	344,353.93	.00	.00	1,820,912.16	.00	1,820,912.16
743 WASH PARK TOURISM FUND	.00	.00	.00	.00	.00	.00	.00	.00	.00
745 STAFF	3,268.46	2,242.20	.00	3,309.45	.00	.00	2,242.20	1.00	2,243.20
746 HANTR CONSERVATORY DISTRICT FUND	18,051.40	.00	.00	.00	.00	.00	18,051.40	.00	18,051.40
747 DOORAGE STATE TAX	16,891.48	.00	.00	.00	.00	.00	16,891.48	.00	16,891.48
751 UNAPPORTED INTEREST	186,627.42	391,125.54	1,284.70CR	386,627.02	.00	.00	389,043.60	.00	389,043.60
754 UNID ELECTIONS COMMISSION FUND	.00	30.00	.00	30.00	.00	.00	.00	30.00	30.00
758 SEWER ROTARY	78,745.72	64,090.00	.00	63,549.52	.00	.00	100,000.00	.00	100,000.00
759 HANTR PASS THROUGH TO DOYLER/PLT	.00	147,215.24	.00	147,215.24	.00	.00	.00	.00	.00
761 DISTRICT ENTITY FLOORING	7,007.45	.00	.00	.00	.00	.00	7,007.45	.00	7,007.45
765 REFORMER'S ESCROW FUND	15,237.08	2,097.80	.00	1,066.75	.00	.00	17,458.13	.00	17,458.13
766 ESCROW ROTARY	917,135.51	10,000.00	.00	.00	.00	.00	927,135.51	.00	927,135.51
767 UNAPPORTED DEPOSITS	12,517.13	10,320.01	.00	.00	.00	.00	17,337.14	.00	17,337.14
773 SEX OFFENDER REGISTRATION FEE	.00	.00	.00	.00	.00	.00	.00	.00	.00
775 UNAPPORTED SHERIFF HANTR CHECK FE	14,917.00	16,767.00	.00	11,674.00	.00	.00	20,010.00	.00	20,010.00
776 UNAPPORTED SHERIFF HANTR SHERIFF	22,722.73	1,155.43	.00	30.00	.00	.00	33,849.16	1,878.70	35,727.86
777 UNAPPORTED FEDERAL & STATE FUND	.00	.00	.00	.00	.00	.00	.00	74.23	74.23
779 COURT ORDERED SALES SALES	149,317.23	1,510,770.10	30,000.00	1,309,969.00	6,097.49CR	.00	405,829.75	735,203.52	1,141,033.27
779 UNAPPORTED ORDER TAXER TOWN SALES	468,072.55	30,000.00	20,000.00CR	.00	.00	.00	468,072.55	6,707.00	474,779.55
781 UNAPPORTED DEPOSITS	855,470.28	25,121.04	.00	20,739.20	.00	.00	860,242.02	4,965.54	865,207.56
782 SHERIFF - UNAPPORTED PROFIT	354.34	.00	.00	.00	.00	.00	354.34	.00	354.34

REPORT PROCEEDS CONTINUES

FUND	NAME	PREVIOUS BAL.	RECEIPTS	REC. ADJ.	EXPENDITURES	EXP. ADJ.	AMOUNTS PAID/INT	CURRENT BAL.	RESOURCES TOT	TREASURER'S BAL.
785	BARBARA BOYD CAPRETTI YELLS	2,000.00	2,000.00	.00	2,000.00	.00	.00	2,000.00	.00	2,000.00
786	PAI IN LIES OF TAXES	.00	.00	.00	.00	.00	.00	.00	.00	.00
787	UNBUDGETED BOND IN-DEAL FUND	3,410.39	5,050.14	.00	.00	.00	.00	8,411.15	.00	8,411.15
788	UNBUDGETED PUBLIC UTILITY FUND	.00	.00	.00	.00	.00	.00	.00	.00	.00
789	UNBUDGETED LAND	.00	.00	.00	.00	.00	.00	.00	.00	.00
790	UNBUDGETED LAND EXCESS SALE PRO.	3,034.82	.00	.00	.00	.00	.00	3,034.82	.00	3,034.82
791	ZONING & DDC ADV FUND	19,700.00	.00	.00	600.00	.00	.00	19,100.00	400.00	19,000.00
793	HOUSING TRUST AUTHORITY	98,359.05	98,300.70	1,976.25	.00	.00	.00	199,636.00	.00	199,636.00
795	UNBUDGETED TRAFFIC FEES	.00	1,497.68	.00	.00	.00	.00	1,497.68	299.94	279.94
796	MUNICIPAL AND UTILIZATION TRUST	8,244.36	.00	37.80	765.83	.00	.00	7,455.73	355.00	8,471.33
797	NEW UNBUDGETED TRUSTOR PROJECTS	.00	24,070.74	.00	24,376.74	.00	.00	.00	.00	.00
798	HLB ZONING & DDC ADV FUND	130,020.47	.00	.00	.00	.00	.00	130,020.47	.00	130,020.47
843	UNBUDGETED BANKY	504,405.93	1,223.07	.00	.00	.00	.00	505,629.05	.00	505,629.05
855	CH. STW. SCHORKE SHERA TRUST	43,609.59	.00	.00	.00	.00	.00	43,609.59	.00	43,609.59
911	HARRER CO. HEALTH DISTRICT	7,374,054.25	3,457,919.91	719.60CR	493,863.65	.00	.00	10,137,120.51	85,293.45	8,232,690.86
912	FOOD SERVICE	260,090.39	6,378.50	190.00CR	196.00	.00	.00	266,066.89	4.00	266,066.89
915	PLUMBING WASH-HEALTH DEPT.	23,000.00	3,000.00	.00	2,000.00	.00	.00	24,000.00	1,000.00	25,000.00
916	STATE REGULATED SOLID WASTE PROBLM	86,257.54	20,648.50	404.00	845.00	.00	.00	106,461.04	30.00	106,491.04
925	WATER & SEW. CONSERVATION DIST	334,265.07	.00	.00	44,313.55	.00	.00	290,571.12	5,250.84	295,821.96
928	REGIONAL PLUMBING	245,472.91	22,148.00	.00	36,696.91	.00	.00	231,333.00	14.50	231,347.50
930	HARRER COUNTY PARK DISTRICT	505,399.05	25,995.52	.00	154,405.03	.00	.00	377,389.54	1,464.19	378,853.73
944	ARBOR PARK	222,045.93	222,134.54	450.00CR	149,849.66	.00	.00	344,786.81	16,057.90	410,675.71
953	WATER SYSTEM FUND	12,379.57	3,659.09	.00	527.49	.00	.00	15,511.17	637.49	16,148.66
954	HEALTH HEALTH RECOVERY SERVICE	10,896,441.03	3,323,852.88	.00	875,734.75	.00	.00	13,344,559.16	358,616.84	13,754,171.00
961	HEALTH GRANT FUND	273,687.53	35,314.74	.00	22,177.47	.00	.00	287,824.80	697.27	288,522.07
963	COMPENSATION	2,708.20	800.00	.00	110.00	.00	.00	3,398.20	.00	3,398.20
976	HEALTH - SPAHWARD POOL FUND	163,368.00	597.09	.00	.00	.00	.00	163,965.09	.00	163,965.09
977	DRUG TASK FORCE CIG	353,466.31	119,709.14	.00	12,894.54	.00	.00	460,280.93	663.54	460,944.47
996	HARRER COUNTY FIRE RESPONSE BR	.00	.00	.00	.00	.00	.00	.00	.00	.00
COLUMN TOTALS		343,892,070.25	137,789,869.31	12,719.16CR	170,927,657.15	10,659,045.12CR	.00	240,748,559.37	4,057,504.65	
								OUTSTANDING WARRANTS	4,057,504.65	
								TOTAL FOR FUNDS	344,806,064.02	
								COUNTY TREASURY	125,130.34	
								COUNTY DEPOSITORIES	146,639,953.68	
								COUNTY TOTAL	344,806,064.02	

COUNTY CLERK'S OFFICE, HARRER COUNTY, OHIO

IT IS HEREBY CERTIFIED, that the foregoing is a true and accurate statement for the month ending August 31st, 2018, FINANCIALS OF HARRER COUNTY, OHIO showing the balance on hand in each fund and account at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depositories.

Resolution

Number 18-1406

Adopted Date September 11, 2018

APPROVE VARIOUS REFUNDS

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

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones - yea

Resolution adopted this 11th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
Refunds file



Resolution

Number 18-1407

Adopted Date September 11, 2018

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #09/04/2018 001, #09/04/2018 002, #09/04/2018 003, #09/04/2018 004, #09/06/2018 001, #09/06/2018 002, #09/06/2018 003, #09/06/2018 004, #09/06/2018 005, #09/06/2018 006, and #09/06/2018 007; said batches are attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones - yea

Resolution adopted this 11th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

kh

cc: Auditor _____



Resolution

Number 18-1408

Adopted Date September 11, 2018

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR M/I HOMES OF CINCINNATI, LLC, FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS AND ENTER INTO THE MAINTENANCE SECURITY FOR RIVERCREST, SECTION THREE, PHASE 'B' SITUATED IN HAMILTON TOWNSHIP

WHEREAS, the Developer has completed the performance of the construction of improvements subject of the Bond referenced below, and upon recommendation of the County Engineer the bond amount for performance may be reduced to zero, but the bond shall remain in effect for maintenance security to secure the performance of all maintenance upon the completed improvements; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances performance bond reduction and the two year maintenance period:

BOND REDUCTION

Bond Number	:	16-016 (P/S-M)
Development	:	Rivercrest, Section Three, Phase B
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Hamilton
Reduction Amount	:	\$77,110.04
Surety Company	:	Argonaut Insurance Co. (SUR0035904)

BE IT FURTHER RESOLVED: the original amount of bond was \$94,728.63 and after the above reduction, the remaining bond amount is \$17,618.59.

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

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

Resolution adopted this 11th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd, Ste 100, Cincinnati, OH 45249
Argonaut Insurance Company, PO Box 469011, San Antonio TX 78246
Engineer (file)
Bond Agreement file

Resolution

Number 18-1409

Adopted Date September 11, 2018

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR M/I HOMES OF CINCINNATI, LLC, FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS AND ENTER INTO THE MAINTENANCE SECURITY FOR REGENCY PARK, SECTION 11B SITUATED IN HAMILTON TOWNSHIP

WHEREAS, the Developer has completed the performance of the construction of improvements subject of the Bond referenced below, and upon recommendation of the County Engineer the bond amount for performance may be reduced to zero, but the bond shall remain in effect for maintenance security to secure the performance of all maintenance upon the completed improvements; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances performance bond reduction and the two year maintenance period:

BOND REDUCTION

Bond Number	:	15-011 (P/S-M)
Development	:	Regency Park, Section 11B
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Hamilton
Reduction Amount	:	\$57,559.75
Surety Company	:	Argonaut Insurance Co. (SUR0010675)

BE IT FURTHER RESOLVED: the original amount of bond was \$112,117.64 and after the above reduction, the remaining bond amount is \$54,557.89.

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

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

Resolution adopted this 11th day of September 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd, Ste 100, Cincinnati, OH 45249
Argonaut Insurance Company, PO Box 469011, San Antonio TX 78246
Engineer (file)
Bond Agreement file

Resolution

Number 18-1410

Adopted Date September 11, 2018

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR M/I HOMES OF CINCINNATI, LLC, FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS AND ENTER INTO THE MAINTENANCE SECURITY FOR REGENCY PARK, SECTION 11C SITUATED IN HAMILTON TOWNSHIP

WHEREAS, the Developer has completed the performance of the construction of improvements subject of the Bond referenced below, and upon recommendation of the County Engineer the bond amount for performance may be reduced to zero, but the bond shall remain in effect for maintenance security to secure the performance of all maintenance upon the completed improvements; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances performance bond reduction and the two year maintenance period:

BOND REDUCTION

Bond Number	:	17-012 (P/S-M)
Development	:	Regency Park, Section 11C
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Hamilton
Reduction Amount	:	\$28,289.28
Surety Company	:	Berkley Insurance Company (#0210069)

BE IT FURTHER RESOLVED: the original amount of bond was \$63,236.55 and after the above reduction, the remaining bond amount is \$34,947.27.

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

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

Resolution adopted this 11th day of September 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd, Ste 100, Cincinnati, OH 45249
Berkley Ins. Co., 475 Steamboat Road, Greenwich, CT 06830
Engineer (file)
Bond Agreement file

Resolution

Number 18-1411

Adopted Date September 11, 2018

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

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

SECURITY AGREEMENT

Bond Number	:	18-015 (P/S)
Development	:	Soraya Farms, Section Five
Developer	:	Soraya Farms, LLC
Township	:	Clearcreek
Amount	:	\$54,420.20
Surety Company	:	Unity National Bank (1224210404281)

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

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

Resolution adopted this 11th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No.

18-015 (P/S)

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

WITNESSETH:

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

WHEREAS, it is estimated that the total cost of the Improvements is \$254,127.69,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$41,861.69; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$54,420.20 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$50,825.54 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

Soraya Farms, LLC

8534 Yankee Street

Dayton, OH 45458

Ph. (937) 438 - 3667

D. To the Surety:

Unity National Bank, Division of the Park National Bank

Attn: Commercial Loans

212 N. Main St., PO Box 913

Piqua, OH 45356

Ph. (937) 615 - 1069

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 #**)

 X **Original Letter of Credit** (attached) (**LETTER OF CREDIT #** 1224210404281)

 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.**

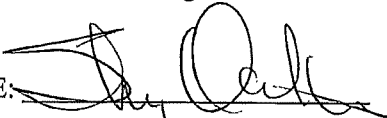
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

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: 

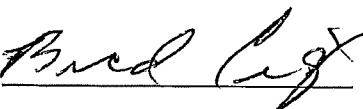
PRINTED NAME: Shery Oakes

TITLE: Owner

DATE: 8/31/18

SURETY:

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

SIGNATURE: 

PRINTED NAME: Brad Cummings

TITLE: Vice President

DATE: 8/31/18

[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 18-1411, dated 9/11/18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

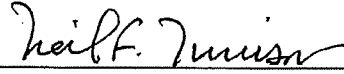
SIGNATURE: 

PRINTED NAME: Tom Grossman

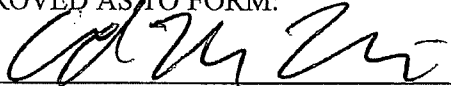
TITLE: President

DATE: 9/11/18

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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



215 North Wayne Street
Piqua, Ohio 45356
UnityNationalBk.com
Phone: 937.773.0752
Fax: 937.778.0723

August 31, 2018

To the Beneficiary:
Board of Warren County Commissioners
Warren County Engineer
Warren County Administrator
406 Justice Dr.
Lebanon, Ohio 45036

Irrevocable Letter of Credit #1224210404281

Dear Warren County Administrator:

We hereby establish our Irrevocable Standby Letter of Credit No. 1224210404281 in your favor for the account of Soraya Farms, LLC for improvements in Soraya Farms Subdivision, Section/Phase 5, situated in in Clearcreek Township, Warren County, Ohio, such as Streets, Sidewalks and Appurtenances, Warren County, Ohio, up to an aggregate amount of Fifty-Four Thousand Four Hundred Twenty and 20/100 (\$54,420.20) available by your draft(s) at sight drawn on Unity National Bank, Division of The Park National Bank.

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

- 1) Statement purportedly signed by an authorized signer of the Board of Warren County Commissioners stating "That the amount of the accompanying draft represents an amount due and payable as a result of the fact that Soraya Farms, LLC has defaulted in the performance of installation and maintenance of improvements within Soraya Farms, Phase "5" of Soraya Farms LLC residential subdivision, in accordance with the Security Agreement for Streets and Appurtenances.
- 2) Original Letter of Credit and any amendments:

Draft(s) must be marked "Drawn under Unity National Bank, Division of The Park National Bank, Standby Letter of Credit No. _____"

We hereby agree with you that all draft(s) drawn under and in strict compliance with the terms of this Letter of Credit will be duly honored if presented at Unity National Bank, 212 N Main St., Piqua, Ohio 45356 not later than the expiration date of August 31, 2020, or any future expiration date.

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

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

Except as otherwise expressly stated herein, this Letter of Credit is issued subject to the International Standby Practices of the International Chamber of Commerce. This Letter of Credit shall be deemed to be a contract made under the laws of the State of Ohio and shall as to matters not governed by ISP98, be governed by and construed in accordance with the laws of the State of Ohio, other than its conflict of laws rules, which would result in the application of the law of any jurisdiction other than the laws of the State of Ohio.

Sincerely,

Unity National Bank, Division of The Park National Bank

A handwritten signature in cursive script, appearing to read "Brad Cummings".

Bradley Cummings
Vice President

Resolution

Number 18-1412

Adopted Date September 11, 2018

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

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

AGREEMENT

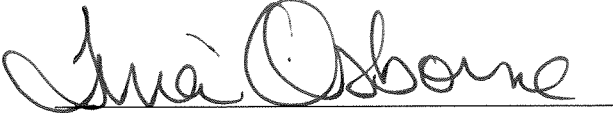
Bond Number	:	18-014 (W/S)
Development	:	Soraya Farms, Section Five
Developer	:	Soraya Farms, LLC
Township	:	Clearcreek
Amount	:	\$7,667.40
Surety Co.	:	Certified Check – Huntington Bank #2012698943

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

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

Resolution adopted this 11th day of September 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: Soraya Farms, LLC, 8534 Yankee Street, Dayton, Ohio 45458
M. Pesavento
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

18-014 (W/S)

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

WITNESSETH:

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

WHEREAS, it is estimated that the total cost of the Improvements is \$76,674.00,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$0.00; and,

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

NOW, THEREFORE, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 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 \$7,667.40 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:

Soraya Farms LLC

8534 Yankee Street

Dayton, OH 45458

Ph. (937) 438 - 3667

D. To the Surety:

Ph. (_____) _____ - _____

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

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

Certified check or cashier's check (attached) (CHECK # 2012698943)

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.**

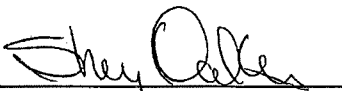
17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners 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: Shery Oakes

TITLE: Owner

DATE: 8/31/18

SURETY:

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

SIGNATURE: 

PRINTED NAME: _____

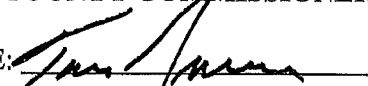
TITLE: _____

DATE: _____

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 18-1412, dated 9/11/18.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 9/11/18

RECOMMENDED BY:

By: 
SANITARY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

No. 2012698943

Remitter Soraya Farms

Date 08/31/2018

PURCHASER'S RECEIPT

Pay Seven Thousand Six Hundred Sixty Seven Dollars & 40/100 \$ ** 7,667.40 **

To the Order Of
Warren County Water and Sewer Department

By NON-NEGOTIABLE
Authorized Signer

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

CASHIER'S CHECK



No. 2012698943

The Huntington National Bank - Branch 420012
Columbus, Ohio 43219

Remitter Soraya Farms

Date 08/31/2018

Pay Seven Thousand Six Hundred Sixty Seven Dollars & 40/100 \$ ** 7,667.40 **

To the Order Of
Warren County Water and Sewer Department

Drawer: The Huntington National Bank
Columbus, Ohio 43219

DRAWEE: The Huntington National Bank
Columbus, Ohio 43219

By [Signature]
Authorized Signer

⑈ 2012698943 ⑆ ⑆ 044000024 ⑆ 01892517247 ⑆

Resolution

Number 18-1413

Adopted Date September 11, 2018

APPROVE VARIOUS RECORD PLATS

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

- Soraya Farms Section Five – Clearcreek Township

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones - yea

Resolution adopted this 11th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 18-1414

Adopted Date September 11, 2018

ACCEPT AN AMENDED CERTIFICATE, AND APPROVE SUPPLEMENTAL APPROPRIATIONS INTO SHERIFF'S OFFICE TACTICAL RESPONSE UNIT FUND #295

WHEREAS, the Warren County Sheriff's Office has indicated they have received additional revenue to the amount of \$7,250.00 in Sheriff's Office Tactical Response Unit Fund #295; and

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

NOW THEREFORE BE IT RESOLVED, to accept an amended certificate in the amount of \$7,250.00 and approve the following supplemental appropriations into Warren County Sheriff's Office Tactical Response Unit Fund #295:

\$1,000.00 into #295-2200-210 (Materials & Supplies)

\$1,000.00 into #295-2200-317 (Non Capital Purchases)

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

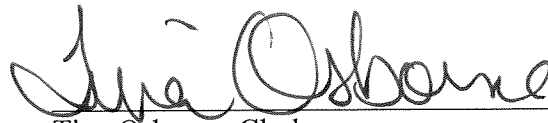
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones - yea

Resolution adopted this 11th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
Amended Certificate file
Supplemental App. file

nk

Resolution

Number 18-1415

Adopted Date September 11, 2018

APPROVE AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #101-1112 INTO HUMAN SERVICES FUND #203

WHEREAS, the Department of Human Services has requested that the third month of their mandated share for SFY 2019 be transferred into the Human Services Public Assistance Fund #203; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #101 into Human Services Fund #203:

\$16,596.38 from #101-1112-742-9000 (Commissioners Grants - Public Assistance)
into #203-2040-999-9000 (Human Services - Public Assistance)

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

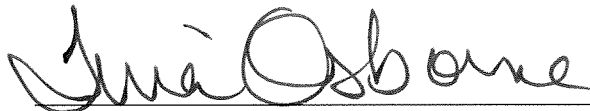
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones - yea

Resolution adopted this 11th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
Operational Transfer file
Human Services (file)
OMB

TJR

Resolution

Number 18-1416

Adopted Date September 11, 2018

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

WHEREAS, the Warren County Children Services has requested that the third quarter of their 2018 local share be transferred into the Children Services Fund #273; and

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

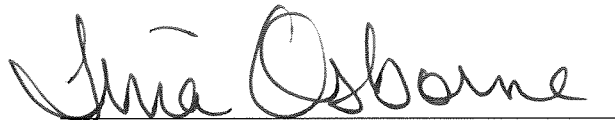
\$831,374.32 from #101-1112-749-9000 (Commissioners Grants - Children Services)
into #273-9000-999 (Children Services - Operating Transfers)

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

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

Resolution adopted this 11th day of September 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

NR

Resolution

Number 18-1417

Adopted Date September 11, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO WORKERS COMP SELF
INSURANCE FUND #636

BE IT RESOLVED, to approve the following supplemental appropriation:

\$4,000.00 into #636-0110-820 (Commissioners – Health Insurance)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones - yea

Resolution adopted this 11th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
Supplemental Appropriation file
OMB (file)



Resolution

Number 18-1418

Adopted Date September 11, 2018

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #101-1110 INTO RECORDER'S OFFICE FUND #101-1160

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #101-1110 into Recorder's Office Fund #101-1160 in order to process a vacation and sick leave payout for Melissa Kay Dickson former employee of Recorder's Office:

\$ 8,727.00 from #101-1110-882 (Commissioners – Vacation Leave Payout)
into #101-1160-882 (Recorder's Office – Vac. Leave Payout)

\$2,140.00 from #101-1110-881 (Commissioners – Sick Leave Payout)
into #101-1160-881 (Recorder's Office – Sick Leave Payout)

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

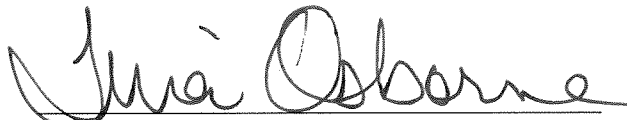
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones - yea

Resolution adopted this 11th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

nr

Resolution

Number 18-1419

Adopted Date September 11, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
PROBATION FUND #101-1223

BE IT RESOLVED, to approve the following appropriation adjustment:

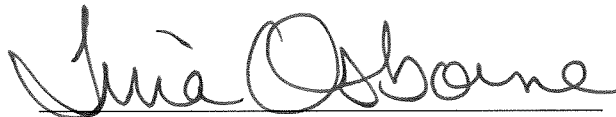
\$ 3,500.00 from #101-1223-400 (Purchased Services)
into #101-1223-850 (Training-Education)

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

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

Resolution adopted this 11th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

TK

Resolution

Number 18-1420

Adopted Date September 11, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN JUVENILE DETENTION FUND #101-2600 AND FROM JUVENILE DETENTION FUND #101-2600 INTO PROBATE COURT FUND #101-1250

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 5,000.00 from #101-2600-102 (Regular Salaries)
into #101-2600-317 (Non Capital Purchases)

\$12,000.00 from #101-2600-102 (Regular Salaries)
into #101-1250-820 (Health Insurance)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones - yea

Resolution adopted this 11th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adj. file
Juvenile (file)



Resolution

Number 18-1421

Adopted Date September 11, 2018

APPROVE APPROPRIATION ADJUSTMENT FROM JUVENILE DETENTION FUND #101-2600 INTO JUVENILE COURT FUND #101-1240, WITHIN JUVENILE DETENTION FUND #101-2600, AND JUVENILE RECLAIM GRANT FUND #247

BE IT RESOLVED, to approve the following appropriation adjustments:

\$20,000.00	from #101-2600-102	(Regular Salaries)
	into #101-1240-400	(Purchase Services)
\$20,000.00	from #101-2600-102	(Regular Salaries)
	into #101-1240-415	(Attorneys Indigent)
\$15,000.00	from #101-2600-820	(Health Insurance)
	into #101-2600-114	(Overtime)
\$8,500.00	from #247-1242-102	(Regular Salaries)
	into #247-1242-820	(Health Insurance)

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

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

Resolution adopted this 11th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adj. file
Juvenile (file)



BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 18-1422

Adopted Date September 11, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN CHILDREN SERVICES FUND #273

BE IT RESOLVED, to approve the following appropriation adjustments:


\$4,519.98	from	#273-5100-320	(Capital Purchases)
	into	#273-5100-317	(Non Capital Purchases)
\$1,855.02	from	#273-5100-910	(Other Expense)
	into	#273-5100-317	(Non Capital Purchases)
\$2,000.00	from	#273-5100-871	(Medicare)
	into	#273-5100-446	(Child Placement)
\$43,000.00	from	#273-5100-102	(Regular Salaries)
	into	#273-5100-446	(Child Placement)
\$57,000.00	from	#273-5100-102	(Regular Salaries)
	into	#273-5100-447	(Child Placement Specialized)
\$5,000.00	from	#273-5100-114	(Overtime Pay)
	into	#273-5100-447	(Child Placement Specialized)
\$16,000.00	from	#273-5100-811	(PERS)
	into	#273-5100-447	(Child Placement Specialized)
\$160,000.00	from	#273-5100-820	(Health & Life Insurance)
	into	#273-5100-447	(Child Placement Specialized)
\$3,000.00	from	#273-5100-850	(Training/Education)
	into	#273-5100-447	(Child Placement Specialized)
\$28,144.98	from	#273-5100-910	(Other Expenses)
	into	#273-5100-447	(Child Placement Specialized)

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

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

Resolution adopted this 11th day of September 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: Auditor _____
Appropriation Adj. file
Children Services (file)

Handwritten initials

Resolution

Number 18-1423

Adopted Date September 11, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN TRANSIT FUND #299

BE IT RESOLVED, in order to process vouchers with the appropriate object code, it is necessary to approve the following appropriation adjustment:

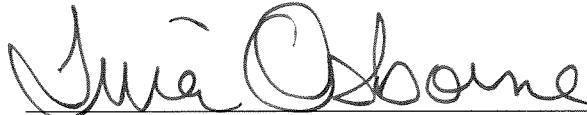
\$400.00	from	#299-7000-912	(Admin Costs)
	into	#299-7000-910	(Other Expense)

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

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

Resolution adopted this 11th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Auditor _____
Appropriation Adj. file
Transit (file)



Resolution

Number 18-1424

Adopted Date September 11, 2018

AMEND RESOLUTION #18-1355 APPROVING APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #101-1110 INTO EMERGENCY SERVICES #101-2850

WHEREAS, pursuant to Resolution 18-1355, adopted August 28, 2018, this Board approved an appropriation adjustment into Emergency Services Fund 101-2850; and

WHEREAS, the incorrect fund was listed in the resolution; and


NOW THEREFORE BE IT RESOLVED, to amend resolution 18-1355 to reflect the correct appropriation fund to be #101-2850-882 (Emergency Services – Vacation Leave Payout).

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

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

Resolution adopted this 11th day of September 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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



Resolution

Number 18-1425

Adopted Date September 11, 2018

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,
SEPTEMBER 13, 2018

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,
September 13, 2018.

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


Mr. Grossmann – yea

Mrs. Jones - yea

Mr. Young – yea

Resolution adopted this 11th day of September 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
All Departments
Commissioners file
Press

TK

Resolution

Number 18-1426

Adopted Date September 11, 2018

RESOLUTION OF INTENT TO ENTER INTO AGREEMENT WITH THE VILLAGE OF SOUTH LEBANON RELATIVE TO WARREN COUNTY PROVIDING WATER AND SANITARY SEWER SERVICE TO THE PROPERTY LOCATED AT 727 GRANDIN ROAD WITHIN THE VILLAGE OF SOUTH LEBANON AND AUTHORIZE STAFF TO BEGIN NEGOTIATIONS ON SAID AGREEMENT

WHEREAS, the property located at 727 Grandin Road was annexed to the Village of South Lebanon pursuant to Resolution #18-1894; and

WHEREAS, Rhein Interest has entered into an agreement to purchase said property with a plan to develop 177 single family homes; and

WHEREAS, the Village of South Lebanon has requested water and sanitary sewer services to be provided to the property by Warren County; and

WHEREAS, this Board met with representatives from the Village of South Lebanon and Warren County Water and Sewer Department Staff on the 4th day of September, 2018, and again this 11th day of September 2018, to consider said request; and

WHEREAS, after much discussion, this Board has determined that water and sanitary sewer capacity are available and are in agreement to provide said services; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the intent to enter into agreement with the Village of South Lebanon relative to Warren County providing water and sanitary sewer service to the property located at 727 Grandin Road in the Village of South Lebanon for the development of 177 single family homes; and

BE IT FURTHER RESOLVED, to authorize staff to begin negotiations on said service agreement with the Village of South Lebanon.

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


Mr. Grossmann – yea

Mr. Young – nay

Mrs. Jones – yea

Resolution adopted this 11th day of September 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water/Sewer (file)
Village of South Lebanon (file)
Bruce McGary