

# Resolution

Number 20-1104

Adopted Date August 11, 2020

APPROVE PROMOTION OF JOSEPH ESSIG TO THE POSITION OF WATER DISTRIBUTION WORKER III WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Essig has successfully completed the 150 hours of heavy equipment operations and is eligible to be promoted to a Water Distribution Worker III classification; and

WHEREAS, it is the desire of the Board to promote Joseph Essig to said position in accordance with the Sanitary Engineer's staffing plan; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Joseph Essig to the position of Water Distribution Worker III within the Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range #17, \$21.24 per hour, effective pay period beginning August 15, 2020.

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

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

Resolution adopted this 11<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
J. Essig's Personnel file  
OMB – Sue Spencer  
Theresa Reier

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

# Resolution

Number 20-1105

Adopted Date August 11, 2020

ACCEPT RESIGNATION, DUE TO RETIREMENT, OF BECKY TROVILLO, ADMINISTRATIVE SUPPORT, WITHIN THE TELECOMMUNICATIONS DEPARTMENT, EFFECTIVE OCTOBER 30, 2020


BE IT RESOLVED, to accept the resignation, due to retirement, of Becky Trovillo, Administrative Support, within the Telecommunications Department effective October 30, 2020.

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

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

Resolution adopted this 11<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Telecom (file)  
Becky Trovillo's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 20-1106

Adopted Date August 11, 2020

HIRE TRINITY ALEXANDER AS AN ELIGIBILITY REFERRAL SPECIALIST I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to hire Trinity Alexander as an Eligibility Referral Specialist I, within the Warren County Department of Job and Family Services, Human Services Division, full-time, 40 hours per week, Pay Grade , \$14.47per hour, under the Warren County Job and Family Service, Human Services compensation plan, effective August 31, 2020, subject to a negative drug screen and a 365-day probationary period.

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

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

Resolution adopted this 11<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)  
T. Alexander's Personnel file  
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 20-1107

Adopted Date August 11, 2020

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY  
AUGUST 13, 2020

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,  
August 13, 2020.

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

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

Resolution adopted this 11<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: Auditor   
Commissioners file  
Press

# Resolution

Number 20-1108

Adopted Date August 11, 2020

TRANSFER VEHICLE AND EQUIPMENT NO LONGER BEING UTILIZED BY THE WARREN COUNTY SHERIFF'S OFFICE TO THE VILLAGE OF MORROW POLICE DEPARTMENT

WHEREAS, the Warren County Sheriff's Office has determined they no longer need the 2014 Ford Sedan to include Partition, Lightbar, computer mount and two Radar Units currently in their inventory; and

WHEREAS, the Village of Morrow Police Department, has indicated that they have a need and could use said listed vehicle and equipment; and

NOW THEREFORE BE IT RESOLVED, to transfer the following listed vehicle and equipment to the Village of Morrow, 150 E. Pike Street, Morrow, Ohio 45152:

- 2014 Ford Sedan VIN#1FAHP2MT9EG155097
- Partition
- Lightbar
- Computer Mount
- MPH Python II, Serial # PYT546005974 with two cones,
  - Cone 1 Serial # PYT315015126
  - Cone 2 Serial # PYT315005493
- MPH Python III, Serial # PYT846000320 with two cones,
  - Cone 1 Serial # PYT855000325
  - Cone 2 Serial # PYT831001610


BE IT FURTHER RESOLVED, that such time the Village of Morrow no longer needs said vehicle and equipment, it shall be returned to Warren County.

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

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

Resolution adopted this 11<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Sheriff (file)  
Auditor's Office – B. Quillen

Village of Morrow (file)  
T. Osborne

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

# Resolution

Number 20-1109

Adopted Date August 11, 2020

AUTHORIZE JAMES SPAETH, WARREN COUNTY CLERK OF COURTS, TO ENTER INTO AGREEMENT WITH KEEFE COMMISSARY NETWORK, TO INCLUDE OUR WARREN COUNTY MUNICIPAL COURTS, TO PROVIDE BAIL/BOND CASH HANDLING AND PAYMENT PROCESSING SERVICES.


BE IT RESOLVED, to authorize James Spaeth, Warren County Clerk of Courts, to enter into agreement with Keefe Commissary Network to provide bail/bond cash handling and payment processing services, to include our Warren County Municipal Courts. Agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 11<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Keefe Commissary Network  
Sheriff (file)  
Clerk of Courts (file)

## PAYMENT SERVICES AGREEMENT

**THIS PAYMENT SERVICES AGREEMENT** (“**Agreement**”) is entered into by and between The Warren County Board of County Commissioners on behalf of the Warren County Clerk of Courts and on behalf of the Warren County Juvenile Court, whose address is 406 Justice Drive, Lebanon, Ohio 45036 (referred to herein as “**County**”), the City of Mason, the City of Lebanon and the City of Franklin (collectively referred to herein as “**Municipal Clients**”) and Keefe Commissary Network, LLC d/b/a Access Corrections, a Missouri limited liability company with its principal place of business located at 10880 Lin Page Place, St. Louis, Missouri 63132 (“**KCN**”). The Client and KCN are referred to herein individually as Party and collectively as the Parties.

**WHEREAS**, the Municipal Clients and County desire to add certain cash handling and payment processing services offered by KCN; and,

**WHEREAS**, County previously entered into an agreement with KCN pursuant to Resolution No. 16-0658 for commissary services and has located a KCN kiosk in the Warren County Jail lobby to collect funds for inmates’ commissary accounts; and,

**WHEREAS**, it is both convenient to the public and technically feasible to permit the payments of bail to the applicable clerks of courts of County and Municipal Clients through the KCN kiosk presently located at the Warren County Jail lobby; and,

**WHEREAS**, the Parties desire to memorialize herein their respective obligations in regard to the provision of payment processing services.

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements expressed herein, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound by the terms stated in this Agreement, do agree as follows:

1. **Services.** KCN will provide payment facilitation services for bail and bond payments made through kiosks operated by KCN on behalf of inmates in the care and custody of County and Municipal Clients (“**Transactions**”). The funds will be collected by KCN through its kiosks and remitted to designated bank accounts operated and maintained by each Municipal Client and County (the “**Services**”). When an individual makes a bail or bond payment by way of a KCN kiosk it will be construed as if the individual were paying the applicable Municipal Client or County. KCN represents and warrants to Municipal Clients and County that KCN will provide the Services in compliance with applicable laws and regulations.
2. **Authorization.** By executing this Agreement, Municipal Clients and County authorize KCN to act on their behalf in handling cash and to submit Transactions initiated by individuals through the Services to the credit card networks or otherwise for authorization, processing and settlement to each Municipal Client and County. To the extent permitted by law, County authorizes Municipal Clients to access the Services through the KCN kiosk located in the Warren County Jail.
3. **Responsibilities of KCN.**
  - a. KCN will receive payments from the public as directed by the paying member of the public to the Municipal Client or County by way of the Services.
  - b. KCN will transfer payment files to Municipal Client and County on a daily basis. KCN will deliver payments to Municipal Clients and County by the second business day following (but not including) the day of the transaction by means of an electronic funds transfer (“**EFT**”) to Municipal Client’s and County’s designated bank account; provided, however, KCN, in its sole discretion, reserves the right to delay its acceptance of any transaction that KCN determines to be suspicious and warrants further investigation.

Municipal Clients and County acknowledge and agree that KCN may terminate/cancel any proposed transaction should KCN determine the transaction is being made for an improper or illegal purpose.

- c. KCN will provide each Municipal Client and County with daily payment information applicable to their respective accounts by way of the KCN Client interface.
- d. KCN will be responsible for responding to and resolving inquiries and complaints from senders of funds arising out of KCN's failure to timely transmit any payment to Municipal Clients and County.
- e. KCN will provide sufficient promotional material to be posted by Municipal Clients and County.
- f. KCN may contract with a third-party service provider to remove cash from kiosks, to replace receipt paper and to assume responsibility for the funds until deposited into the designated bank account.
- g. KCN will provide all labor necessary for and will guarantee the workmanship of the installation of a lobby kiosk including, but not limited to, material handling within the facility and all costs associated with the networking, internet connectivity and electrical enhancements required to install a kiosk at the County's location.

#### **4. Responsibilities of County and Municipal Clients.**

- a. Each Municipal Client and County will provide KCN with their own required bank account information for transmission of an EFT. Parties each agree to notify KCN, in writing, giving fourteen (14) days' notice, of any changes to the bank account information.
- b. County and Municipal Clients will, upon receipt of written documentation of overpayment, promptly, but in no event more than ten (10) business days, refund any overpayment made by KCN, for any reason. This is to include, but not be limited to, duplicate payments, payments refunded to customers by KCN and any incorrect payments. At KCN's sole option and in lieu of the foregoing, KCN may offset any such overpayments from future payment amounts transmitted by KCN to parties and notify parties of any such offset.
- c. County and Municipal Clients will promptly report receipt of each payment to their designated accounts in accordance with the County and Municipal Clients' own policies.
- d. County and Municipal Clients each agree that they shall, to the full extent allowed by law, assume all liability, responsibility and risk of loss associated with its own breach of this Agreement and/or its negligence in the performance of its duties hereunder.

**5. Effective Date/Term.** This Agreement shall become effective as of the date last executed by the parties and shall continue in effect for a term of three (3) years, unless sooner terminated as provided for herein. This Agreement shall thereafter renew automatically for one (1) year terms until written notice of termination is provided by either party.

**6. Rates.** The Services shall be provided at no cost to the parties. KCN shall charge persons initiating a Transaction a service fee in accordance with its rate schedule which the County and Municipal Clients acknowledges may be amended by KCN in its sole discretion from time to time.

**7. Exclusivity.** KCN has the exclusive right to provide the Services for the parties and the exclusive right to collect and receive payment facilitation fees associated with the Services which fees will belong to KCN.

**8. Termination.** This Agreement may be terminated by either KCN or County for convenience by providing 90 days advanced written notice to the other parties. This Agreement may be immediately terminated by either KCN or County, in its sole discretion, in the event another Party has not cured a breach of this Agreement within thirty (30) days of written notice of such purported breach from the non-terminating Party. If the County or KCN terminates this agreement, it shall terminate the provision of Services for all parties. Termination of this Agreement does not affect either Party's rights or obligations as to any transaction submitted for processing prior to termination.



Municipal Clients and County acknowledge and agree that KCN may terminate/cancel any proposed transaction should KCN determine the transaction is being made for an improper or illegal purpose.

- c. KCN will provide each Municipal Client and County with daily payment information applicable to their respective accounts by way of the KCN Client interface.
- d. KCN will be responsible for responding to and resolving inquiries and complaints from senders of funds arising out of KCN's failure to timely transmit any payment to Municipal Clients and County.
- e. KCN will provide sufficient promotional material to be posted by Municipal Clients and County.
- f. KCN may contract with a third-party service provider to remove cash from kiosks, to replace receipt paper and to assume responsibility for the funds until deposited into the designated bank account.
- g. KCN will provide all labor necessary for and will guarantee the workmanship of the installation of a lobby kiosk including, but not limited to, material handling within the facility and all costs associated with the networking, internet connectivity and electrical enhancements required to install a kiosk at the County's location.

#### **4. Responsibilities of County and Municipal Clients.**

- a. Each Municipal Client and County will provide KCN with their own required bank account information for transmission of an EFT. Parties each agree to notify KCN, in writing, giving fourteen (14) days' notice, of any changes to the bank account information.
- b. County and Municipal Clients will, upon receipt of written documentation of overpayment, promptly, but in no event more than ten (10) business days, refund any overpayment made by KCN, for any reason. This is to include, but not be limited to, duplicate payments, payments refunded to customers by KCN and any incorrect payments. At KCN's sole option and in lieu of the foregoing, KCN may offset any such overpayments from future payment amounts transmitted by KCN to parties and notify parties of any such offset.
- c. County and Municipal Clients will promptly report receipt of each payment to their designated accounts in accordance with the County and Municipal Clients' own policies.
- d. County and Municipal Clients each agree that they shall, to the full extent allowed by law, assume all liability, responsibility and risk of loss associated with its own breach of this Agreement and/or its negligence in the performance of its duties hereunder.

**5. Effective Date/Term.** This Agreement shall become effective as of the date last executed by the parties and shall continue in effect for a term of three (3) years, unless sooner terminated as provided for herein. This Agreement shall thereafter renew automatically for one (1) year terms until written notice of termination is provided by either party.

**6. Rates.** The Services shall be provided at no cost to the parties. KCN shall charge persons initiating a Transaction a service fee in accordance with its rate schedule which the County and Municipal Clients acknowledges may be amended by KCN in its sole discretion from time to time.

**7. Exclusivity.** KCN has the exclusive right to provide the Services for the parties and the exclusive right to collect and receive payment facilitation fees associated with the Services which fees will belong to KCN.

**8. Termination.** This Agreement may be terminated by either KCN or County for convenience by providing 90 days advanced written notice to the other parties. This Agreement may be immediately terminated by either KCN or County, in its sole discretion, in the event another Party has not cured a breach of this Agreement within thirty (30) days of written notice of such purported breach from the non-terminating Party. If the County or KCN terminates this agreement, it shall terminate the provision of Services for all parties. Termination of this Agreement does not affect either Party's rights or obligations as to any transaction submitted for processing prior to termination.

- 9. Withdrawal from Agreement.** Any individual Municipal Client may withdrawal from this agreement for its convenience if it no longer desires to receive the Services described above by providing 90 days advanced written notice to KCN and the remaining parties. Withdrawal from this agreement by a Municipal Client shall not affect the rights and responsibilities of the remaining parties. Withdrawal from this Agreement by any one municipality does not affect that municipality's rights or obligations as to any transaction submitted for processing prior its withdrawal.
- 10. Refunds/Chargebacks.**
- a. The Parties acknowledge that once KCN accepts a transaction submitted to the applicable payment network or otherwise for processing, KCN cannot cancel or change the transaction. Except to the extent required by applicable law, payments processed by KCN are non-refundable to the individual by KCN. Individuals may have additional refund or chargeback rights under their cardholder agreement with the card issuer or applicable law.
  - b. In the case of chargebacks or returned funds, KCN will be responsible for pursuing the chargeback through the card association's dispute resolution processes, if appropriate in KCN's sole discretion. Upon written request from KCN, parties agree to provide requested information needed to pursue the chargeback.
  - c. If an individual request a refund, KCN will not be responsible for making those funds available if they have been already settled to a designated account by KCN or are beyond KCN's control.
- 11. Liability.** Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.
- 12. Limitation of Liability; No Other Warranty.** OTHER THAN KCN'S OBLIGATION FOR ANY FUNDS RECEIVED FROM INDIVIDUALS, IN NO EVENT SHALL KCN'S AGGREGATE LIABILITY IN TOTAL FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT OF SERVICE FEES PAID TO KCN FOR THE TRANSACTIONS RELATING TO THE CLAIM. THE FOREGOING LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CLAIM OR THE FORM OF THE ACTION EMPLOYED, WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE. IN NO EVENT WILL KCN BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST INCOME OR LOST REVENUE WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER THEORY. THE SERVICES ARE PROVIDED "AS IS." EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR COURSE OF PERFORMANCE.

**13. Notice.**

To KCN: Keefe Commissary Network, LLC  
Attn: Business Manager  
10880 Lin Page Place  
St. Louis, MO 63132  
Email: [jshoemake@keefegroup.com](mailto:jshoemake@keefegroup.com)

To Client: Warren County Board of County Commissioners  
406 Justice Drive  
Lebanon, Ohio 45036  
City of Lebanon:

City of Franklin:

City of Mason:

This Agreement constitutes the entire agreement between the parties with respect to the Services provided hereunder and supersedes all prior proposals and agreements, both written and oral, and all other communications between the parties.

**ACKNOWLEDGED AND AGREED TO:**

By signing this form, each party accepts the terms set forth herein:

CLIENT (Warren County)  
By: [Signature]  
Name: JAMES L. SPAETH  
Title: CLERK OF COURTS  
Date: 7/31/2020

KEEFE COMMISSARY NETWORK, LLC  
By: [Signature]  
Name: Miguel Manning  
Title: VP  
Date: 7/28/20

CLIENT (City of Mason)  
By: [Signature]  
Name: D. Andrew Batsche  
Title: Judge  
Date: 8-4-20

CLIENT (City of Lebanon)  
By: [Signature]  
Name: Mark R. Bogen  
Title: Judge  
Date: August 6, 2020

CLIENT (City of Franklin)  
By: [Signature]  
Name: Ronald W. Rippe  
Title: Judge  
Date: 8-3-20

APPROVED AS TO FORM  
[Signature]  
Adam M. Nice  
Asst. Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Missouri

COUNTY OF St. Louis

I, Michael J. Manning, holding the title and position of Vice President at the firm Keefe Commissary Network, LLC, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

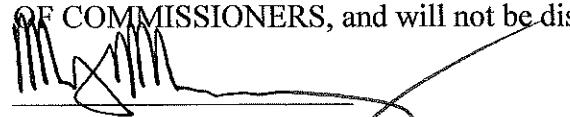
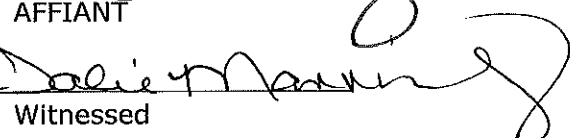
The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

  
AFFIANT  
  
Witnessed

Talie Manning

Subscribed and sworn to before me this \_\_\_\_\_  
\_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
(Notary Public),

\_\_\_\_\_ County.

My commission expires \_\_\_\_\_ 20 \_\_\_\_\_

Due to COVID  
they did not have  
A notary.

\*Not even sure this is  
needed for this type of  
contract.

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

# Resolution

Number 20-1110

Adopted Date August 11, 2020

APPROVE AND AUTHORIZE BOARD TO ENTER INTO INTERAGENCY AGREEMENT  
WITH THE CHILD ADVOCACY CENTER OF WARREN COUNTY

BE IT RESOLVED, to approve and authorize the Board to enter into an Interagency Agreement with the Child Advocacy Center of Warren County; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 11<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

Tz

cc: C/A—Child Advocacy Center (file)  
Amy Fornshell



## INTERAGENCY AGREEMENT

### A Response to Child Abuse in Warren County

It is recognized by the undersigned that child abuse and neglect are serious community problems for all of Warren County and that no single agency, individual or discipline has all of the necessary knowledge, skills or resources to provide the assistance and the investigation to fully address these problems.

Having recognized these problems, we continue to support and endorse the use of the children's advocacy center model and CAC protocol, strengthening the collaborative effort between the undersigned agencies. The established protocol has been developed and is reviewed with input from all roles of the multidisciplinary team.

A multidisciplinary approach should be utilized in the investigation, assessment, prosecution, and medical and therapeutic treatment involving child victims of abuse. The undersigned agencies also recognize that coordination of their services will:

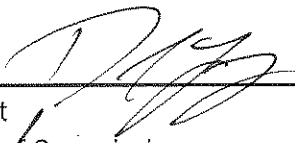
- ❖ Reduce trauma to child victims
- ❖ Reduce multiple interviews
- ❖ Increase communication between agencies
- ❖ Strengthen cases
- ❖ Provide a link to services

It is also agreed that interagency communication and cooperation, facilitated by the Child Advocacy Center of Warren County, lead to a better understanding and respect for the roles and expertise of each agency, and to more informed decisions for dealing with child victims of abuse and their non-offending family members.

(ATTACHMENT)

# SUBSCRIBERS TO THE INTERAGENCY COOPERATIVE AGREEMENT

## FOR A COORDINATED, MULTIDISCIPLINARY RESPONSE TO CHILD ABUSE IN WARREN COUNTY

  
\_\_\_\_\_  
Dave Young, President  
Warren County Board of Commissioners

8/11/2020  
Date

  
\_\_\_\_\_  
Tom Grossmann  
Warren County Board of Commissioners

8/11/2020  
Date

\_\_\_\_\_  
Shannon Jones  
Warren County Board of Commissioners

\_\_\_\_\_  
Date



# Resolution

Number 14-1604

Adopted Date October 14, 2014

## APPROVE AND AUTHORIZE BOARD TO ENTER INTO INTERAGENCY AGREEMENT FOR THE CHILD ADVOCACY CENTER OF WARREN COUNTY

BE IT RESOLVED, to approve and authorize the Board to enter into an Interagency Agreement for the Child Advocacy Center of Warren County; copy of said agreement attached hereto and made a part hereof.

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

Mrs. South - yea  
Mr. Young - yea  
Mr. Ariss - yea

Resolution adopted this 14<sup>th</sup> day of October 2014.

BOARD OF COUNTY COMMISSIONERS



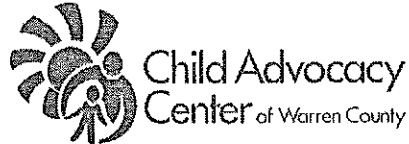
Tina Osborne, Clerk

/to

cc: C/A—Child Advocacy Center (file)  
Prosecutor (file)

# INTERAGENCY AGREEMENT

## *A Response to Child Abuse in Warren County*



It is recognized by the undersigned that child abuse and neglect are serious community problems for all of Warren County and that no single agency, individual or discipline has all of the necessary knowledge, skills or resources to provide the assistance and the investigation to fully address these problems.

Having recognized these problems, we continue to support and endorse the use of the children's advocacy center model, strengthening the collaborative effort between the undersigned agencies. A multidisciplinary approach should be utilized in the investigation, assessment, prosecution and medical and therapeutic treatment involving child victims of abuse.

The undersigned agencies also recognize that coordination of their services will:

- ▶ Reduce trauma to child victims
- ▶ Reduce multiple interviews
- ▶ Increase communication between agencies
- ▶ Strengthen cases
- ▶ Provide a link to services

It is also agreed that interagency communication and cooperation, facilitated by the Child Advocacy Center of Warren County, lead to a better understanding and respect for the roles and expertise of each agency, and to more informed decisions for dealing with child victims of abuse and their non-offending family members.

(ATTACHMENT)

(ATTACHMENT)

# SUBSCRIBERS TO THE INTERAGENCY COOPERATIVE AGREEMENT

**FOR A COORDINATED, MULTIDISCIPLINARY  
RESPONSE TO CHILD ABUSE  
IN WARREN COUNTY**



10-14-14

Pat South, President  
Warren County Board of County Commissioners

Date



10-14-14

Tom Ariss  
Warren County Board of County Commissioners

Date



9-10-14

David G. Young  
Warren County Board of County Commissioners

Date



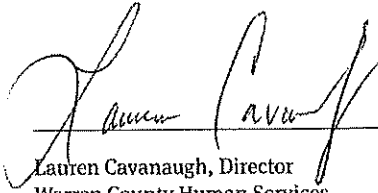
10/8/14

Bethany Bennett, Prosecuting Attorney  
Mason Municipal Court

Date

\_\_\_\_\_

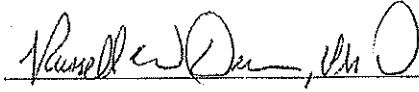
(ATTACHMENT)



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Lauren Cavanaugh, Director  
Warren County Human Services

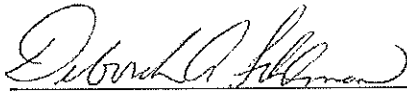
9/10/14  
Date



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Russ Dern, Ph.D, Executive Director  
Solutions Community Counseling &  
Recovery Centers of Warren & Clinton Cos.

09/10/2014  
Date



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Deborah Feldman, President and CEO  
Dayton Children's Hospital

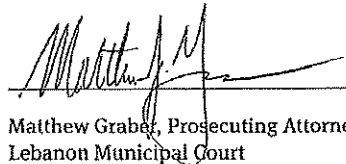
9-8-14  
Date



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David Fornshell, Warren County Prosecuting Attorney  
Warren County Prosecutor's Office

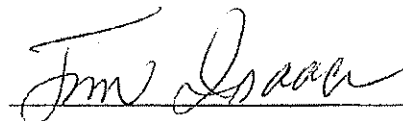
9-10-14  
Date



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Matthew Graber, Prosecuting Attorney  
Lebanon Municipal Court

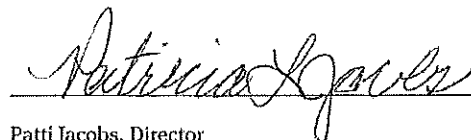
10/9/14  
Date



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Tom Isaacs, Superintendent  
Warren County Educational Service Center

9/10/14  
Date



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Patti Jacobs, Director  
Warren County Children Services

9-10-14  
Date

(ATTACHMENT)

Brent Hawyer

9/10/14

Brent Lawyer, Executive Director  
Mental Health Recovery Services of Warren & Clinton Counties

Date

Megan Manuel

9/10/14

Megan Manuel, Superintendent  
Warren County Board of Developmental Disabilities

Date

Steve Runge

10/10/14

Steve Runge, Prosecuting Attorney  
Franklin Municipal Court

Date

**Warren County Law Enforcement**

\_\_\_\_\_

Mike Bruck

10-8-14

Chief Mike Bruck  
Carlisle Police Department

Date

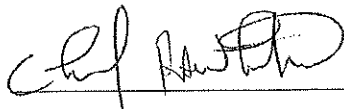
Chief John Terrill

10-3-14

Chief John Terrill  
Clearcreek Township Police Department

Date

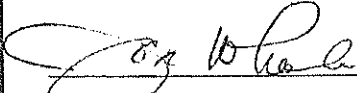
(ATTACHMENT)



Chief Russ Whitman  
Franklin Police Department

9-10-14

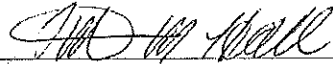
Date



Chief Jon Wheeler  
Hamilton Township Police Department

9-10-14

Date



Chief Daniel M. Hall  
Kings Island Park Police

10-10-14

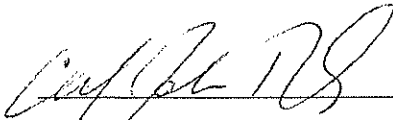
Date



Chief Jeffrey Mitchell  
Lebanon Police Department

9-10-14

Date



Chief John Reynolds  
Maineville Police Department

9-10-14

Date




Chief Ron Ferrell  
Mason Police Department


9/10/14

Date

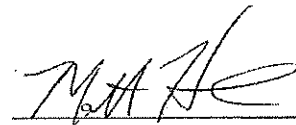
(ATTACHMENT)

  
\_\_\_\_\_  
Lt. Brian Curllis  
Monroe Police Department

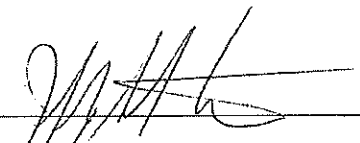
9/20/10  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Heath Kilburn  
Morrow Police Department

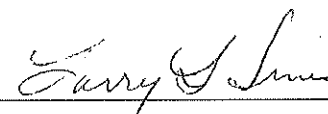
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Lt. Matt Hamilton  
Ohio State Highway Patrol Post 83

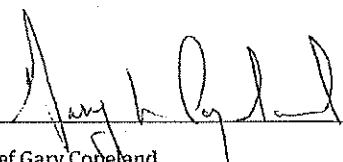
10-07-14  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Jeff Krulthoff  
Springboro Police Department

9-10-14  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Sheriff Larry Sims  
Warren County Sheriff's Office

9-10-14  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Gary Copeland  
Waynesville Police Department

10/7/14  
\_\_\_\_\_  
Date



**Addendum to the Subscribers of the  
Child Advocacy Center of Warren County  
Interagency Cooperative Agreement**

Ashley M. Bretland

Ashley Bretland, Prosecuting Attorney  
Middletown Municipal Court

10/9/14

Date

David VanArsdale

Chief David VanArsdale  
Middletown Police Department

10-9-14

Date





# Resolution

Number 20-1111

Adopted Date August 11, 2020

APPROVE AND ENTER INTO CONTRACT WITH THE WARREN COUNTY BOARD OF DEVELOPMENTAL DISABILITIES, RECOVERY SERVICES OF WARREN AND CLINTON COUNTIES, WARREN COUNTY JUVENILE COURT, AND THE WARREN COUNTY EDUCATIONAL SERVICE CENTER ON BEHALF OF WARREN COUNTY CHILDREN SERVICES FOR THE PURPOSE OF POOLING FUNDS TO PROVIDE CLINICAL COMMITTEE SERVICES TO MULTI-NEED CHILDREN IN WARREN COUNTY

BE IT RESOLVED, to approve and enter into contract with the Warren County Board of Developmental Disabilities, Recovery Services of Warren and Clinton Counties, Warren County Juvenile Court, and the Warren County Educational Service Center on behalf of Warren County Children Services for clinical services to multi-need children in Warren County; as attached hereto and made a part hereof.

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

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

Resolution adopted this 11<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Board of Developmental Disabilities  
c/a—Mental Health Recovery Services of Warren and Clinton Counties  
c/a—Warren County Juvenile Court  
c/a—Warren County Educational Service Center  
Children Services (file)  
Developmental Disabilities (file)  
Mental Health Recovery Services (file)  
Educational Service Center – Kevin Stevens (file)

## **CONTRACT FOR COORDINATED CARE POOLED FUNDING**

This Contract is made this 1<sup>st</sup> day of July, 2020, between Warren County Board of Commissioners on behalf of Warren County Children's Services (hereinafter referred to as "CS") with its offices located at 416 S. East Street, Lebanon, Ohio 45036; Warren County Board of Developmental Disabilities (hereinafter referred to as "BDD") with its offices located at 42 Kings Way, Lebanon, Ohio 45036; Mental Health Recovery Board Serving Warren and Clinton Counties (hereinafter referred to as "Mental Health Recovery Board") with its offices located at 201 Reading Rd. Mason, Ohio 45040; Warren County Juvenile Court (hereinafter referred to as "Juvenile Court") with its offices located at 900 Memorial Drive, Lebanon, Ohio 45036; and Warren County Educational Service Center (hereinafter referred to "ESC") with its offices located at 1879 Deerfield Rd, Lebanon, Ohio 45036. The following circumstances are present at the time of this Contract.

**WHEREAS**, the parties desire to pool funds for the purpose of providing clinical committee services to multi-need children in Warren County;

**NOW, THEREFORE**, it is agreed that:

**I. DUTIES OF CS:**

Deposit \$100,000.00 dollars with the fiscal agent of Pooled Fund annually.

**II. DUTIES OF BDD:**

A. Deposit \$100,000.00 dollars with the fiscal agent of Pooled Fund annually.

B. Acting as Fiscal Agent for Pooled Fund, BDD will invoice CS, BDD, Recovery Services, Juvenile Court, \$25,000.00 dollars per agency quarterly

C. Acting as Fiscal Agent for Pooled Fund, BDD will receive invoices for contracted Pooled Fund respite, camps, mentoring services residential placements, service coordination/wraparound services. Submit payment for services upon confirmation services were provided.

**III. DUTIES OF MENTAL HEALTH RECOVERY BOARD:**

Deposit \$100,000.00 dollars with the fiscal agent of Pooled Fund annually.

**IV. DUTIES OF JUVENILE COURT:**

Deposit \$100,000.00 dollars with the fiscal agent of Pooled Fund annually.

**V. DUTIES OF ESC:**

A. Provide Clinical Committee/Service Coordination and Wraparound Services

B. Arrange residential placements and services as needed for multi need youth with providers.

**VI. LENGTH OF CONTRACT:**

This Contract shall become effective upon execution and shall remain in force and effect indefinitely, unless terminated as provided herein.

**VII. POLICY OF NON-DISCRIMINATION:**

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

**VIII. RELATIONSHIP OF PARTIES:**

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

**IX. GOVERNING LAW AND VENUE:**

This Contract shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio. The venue for any disputes arising under this Contract shall be Warren County, Ohio.

**X. INDEMNIFICATION:**

All personnel or agents providing services pursuant to this Contract shall, for the purposes of allocation of liability to third parties only, be deemed to be acting under the direction and control of their respective employer or principal and not under the direction and control of any other party to this Contract, and their employer or principal shall assume the risk of any liability to third parties arising from the conduct, acts or omissions of such personnel or agents. In the event of any claim or action arising from any circumstances to which this Contract applies, and whether or not a reservation of rights is made, the parties, as a condition of this Contract, shall give their full cooperation to any party defending such a claim or action.

The parties further recognize that (i) the parties are autonomous organizations, (ii) the parties have independent and separate boards of directors and officers responsible to manage their operations and affairs, (iii) the parties have their own separate assets, (iv) the parties do not own each other or any interests therein, (v) the parties have the right and power to hire, supervise and fire their own employees, (vi) the parties have the function of carrying out and supervising their services under this Contract, and (vii) the parties do not control the day-to-day operations and affairs of the other parties.

**XI. PARTIES:**

Whenever the terms "CS", "BDD", Recovery Services, Juvenile Court, and ESC and used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of CS, BDD, Recovery Services, Juvenile Court.

**XII. COMPLIANCE WITH LAWS AND REGULATIONS:**

In providing all services pursuant to this Contract, the parties shall abide by all statutes, ordinances, rules and regulations, pertaining to or regulating the provision of coordinated care residential services.

**XIII. ENTIRE CONTRACT:**

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

**XIV. MODIFICATION OR AMENDMENT:**

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

**XV. CONSTRUCTION:**

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

However, if the invalid, illegal or unenforceable provision materially affects this Contract, the contract may be terminated by either party on ten (10) days prior written notice to the other party hereto.

**XVI. WAIVER:**

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

**XVII. ASSIGNMENT, SUCCESSORS AND ASSIGNS:**

No party shall assign any of its rights or delegate any of its duties under this Contract without written consent of the other(s). Subject to the above provision, this Contract shall be binding on the successors and assigns of the parties.

**XVIII. INTERPRETATION:**

Unless otherwise specified, the following rules of construction and interpretation apply:

- A. Captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof;
- B. Use of the term “including” will be interpreted to mean “including but not limited to”;
- C. Whenever a party’s consent is required under this Contract, except as otherwise stated in the Contract or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed;
- D. Exhibits are an integral part of the Contract and are incorporated by reference in this Contract;
- E. Use of the terms “termination” or expiration” are interchangeable, and
- F. Reference to a default will take into consideration any applicable notice, grace and cure periods.

**XIX. HEADINGS:**

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

**XX. NOTICES:**

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

TO: Warren County Children Services  
416 S. East Street  
Lebanon, Ohio 45036  
Telephone Number: (513) 695-1546

TO: Warren County Board of Developmental Disabilities  
42 Kings Way  
Lebanon, Ohio 45036  
Telephone Number: (513) 228-6400

TO: Mental Health Recovery Board Serving Warren and Clinton Counties  
201 Reading Rd.  
Mason, Ohio 45036  
Telephone Number: (513) 695-1695

TO: Warren County Juvenile Court  
900 Memorial Drive  
Lebanon, Ohio 45036  
Telephone Number: (513) 695-1245

TO: Warren County Educational Service Center  
1879 Deerfield Rd.  
Lebanon, Ohio 45036  
Telephone Number: (513) 695-2900 Ext. 2916

**XXI. TERMINATION:**

Termination of this Contract by either party will be permitted in the event of a material breach of this Contract by the other party when the material breach remains uncured thirty (30) days after written notice by certified mail, return receipt requested, is given to the breaching party specifying the breach. A "material breach" is defined as (a) the failure of either party to fully comply with and perform any and all terms and conditions of this Contract and its Attachments; (b) the making of assignment for the benefit of creditors by either party; (c) the institution of bankruptcy, reorganization, liquidation or receivership proceedings by or against either party; and (d) insolvency of either party or impairment of the credit of either party.

Delay in curing a default may be excused if due to causes beyond the reasonable control of the defaulting party.

With respect to any provision of this Contract, the violation or noncompliance with which could result in the imposition of a financial penalty, forfeiture or other sanction upon either party, such violation or noncompliance will be excused where such violation or noncompliance is the result of an inability to secure materials, an Act of God, war, civil disturbance, strike or other labor unrest, or any event beyond the party's reasonable control or not reasonably foreseeable.

This Contract may be terminated at any time with or without cause by either party upon thirty (30) days written notice to the other party.

A party desiring to terminate this contract shall notify the other parties in writing, no later than ninety (90) days prior to the expiration of this Contract of the party's intention not to renew this contract. The failure of a party to notify the other parties of its intention not to renew will result in the extension of this Contract indefinitely.

**XXII. ESTOPPEL:**

Any party will, at any time upon fifteen (15) days prior written notice from the other party or parties, execute, acknowledge and deliver to the other a statement in writing (a) certifying that this Contract is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Contract as so

modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (b) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed.

Failure to deliver such a statement within such time will be conclusive upon the requesting party that (a) this Contract is in full force and effect, without modification except as may be properly represented by the requesting party; (b) there are no uncured defaults in any party's performance.

**XXIII. CALCULATION OF TIME:**

Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time duration for the performance thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday or a legal holiday, that day shall be omitted from the computation.

**XXIV. ACCEPTANCE:**

The parties acknowledge that they have read and understood this Contract. The parties, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Contract forming a mutually binding contractual agreement which cannot be amended without a writing executed by the parties.

**XXV. AVAILABILITY OF FUNDS:**

The certification of the fiscal agents of the parties on the purchase orders submitted with this Contract is certification that the funds required for this Contract will be available as required herein, for each appropriation period through the end of the term of this Contract.

**XXVI. MULTIPLE ORIGINALS:**

This Contract may be executed in one (1) or more copies, each of which shall be deemed an original.

**XXVII. POWER AND AUTHORITY:**

Each party has the power and authority to enter into and perform this Contract and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

**XXVIII. RETURN OF CARRY-OVER FUNDS**

Carry-Over funds will not exceed \$600,000.00. Carry-Over in excess of \$600,000.00 will be deducted equally from each funder's invoice for the 2<sup>nd</sup> quarter following the end of each state fiscal year. In the event, the Pooled Fund is dissolved, the balance of the account will be distributed to the contributing parties equally.

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

This Contract is entered into by Resolution No. 20-05-04 of Warren County Board of Developmental Disabilities Board dated 5-18-2020.

WARREN COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

By: Meghan Manuel

This Contract is entered into by Resolution No. 6-10-20-3 of Mental Health Recovery Board Serving Warren and Clinton Counties dated 6/10/20/20.

MENTAL HEALTH AND RECOVERY SERVICES OF WARREN AND CLINTON COUNTIES

By: Colleen Chomicki

This Contract is entered into by Resolution No. 20-1111 of Warren County Board of Commissioners dated 8/11/2020.

WARREN COUNTY BOARD OF COMMISSIONERS

By: [Signature]

WARREN COUNTY CHILDREN SERVICES

By: Lucas D'Alle

WARREN COUNTY JUVENILE COURT

By: [Signature]



WARREN COUNTY EDUCATIONAL SERVICE CENTER

By: Allyson Umersan

Approved as to Form:

By: Kathryn M. Horvath

Kathryn Horvath  
Assistant Prosecuting Attorney

# Resolution

Number 20-1112

Adopted Date August 11, 2020

ENTER INTO AGREEMENT WITH VERTIV SERVICES, INC. ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Vertiv Services, Inc. will provide maintenance for UPS batteries at 500 Justice Drive; and

NOW THEREFORE BE IT RESOLVED, to enter into an agreement with Vertiv Services, Inc. on behalf of Warren County Telecommunications to provide maintenance for UPS batteries at 500 Justice Drive; attached hereto and made a part hereof.

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

Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 11<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Vertiv Services Inc.  
Telecom (file)

# Proposal for Service

Vertiv Corporation

Jun 18, 2020  
Paul Kindell  
Warren County Telecom  
500 Justice Dr  
Lebanon, OH, 45036

Jun 18, 2020  
Paul Kindell  
Warren County Telecom  
500 Justice Dr  
Lebanon, OH, 45036  
Q03117654-01

Phone: 513-695-1318  
Fax:  
Email: [paul.kindell@wcoh.net](mailto:paul.kindell@wcoh.net)

**Dear Paul,**

Thank you for your interest in Vertiv Corporation. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your data center increases, Vertiv is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your Purchase Order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at (513) 489-1100. I look forward to your response and the opportunity to work together to improve your data center investment.

Sincerely,

MATTHEW NAIL

11513 Goldcoast Drive

Cincinnati, OH 45249

**PHONE** (513) 489-1100

**FAX** (513) 387-2333

**EMAIL** [m nail@climateconditioning.com](mailto:m nail@climateconditioning.com)

**Order** Q03117654-01

**Q03117654-01**

**Liebert UPS / Power / Battery Services:**

- We are the Original Equipment Manufacturer and the experts on Liebert equipment with access to updates and changes, knowledge of engineering specifications, current issues and how to fix them correctly.
- Our factory trained service force is twice the size of the next largest competitor with over 650 customer engineers and field technicians in the United States alone; everywhere in the US the most knowledgeable engineers and technicians available, will cover you.
- With the most advanced tooling and instrumentation available, each CE has over \$10,000 in gear with him at all times, so any issue can be resolved in the least amount of time possible.

**Solutions Services:**

- A long-term service plan that includes preventive maintenance, monitoring and assessments results in optimization of the entire infrastructure.

**Standard Maintenance Contract:**

**Site #: 137594, Warren County Telecom, 500 Justice Dr, Lebanon, OH, 45036**

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1569460	NL UPS 30-64	CHLORIDE-UPS	1	ESSENTIAL (8/21/2020) - (8/20/2021)	
1625584	SEALED BATTERY	CHLORIDE-BATT	2	ESSENTIAL (8/21/2020) - (8/20/2021)	
1625585	MBC/SLIM LN CAB	CHLORIDE-UPS	1	ESSENTIAL (8/21/2020) - (8/20/2021)	
1643955	APM 75	NRE90CCSA0A3650	1	ESSENTIAL (8/21/2020) - (8/20/2021)	
1643956	SEALED BATTERY	NRBP9UX1L1A0578	2	ESSENTIAL (8/21/2020) - (8/20/2021)	
1643957	APM45-90PERIPH	NRMB0C9C4RA0598	1	ESSENTIAL (8/21/2020) - (8/20/2021)	
1643958	PPC 15-50	PPC030C241A2360	1	ESSENTIAL (8/21/2020) - (8/20/2021)	
1643959	STATIC TRNS SWT	STC0100A32A360	1	ESSENTIAL (8/21/2020) - (8/20/2021)	

**Total price not including tax: USD \$13,848.00**

*any tax required must be included in customer purchase order*

**Payment Terms: Net 30 Days**

# SCOPE OF WORK

## STATIC TRANSFER SWITCH

### (STS1 AND STS2)

#### ESSENTIAL SERVICE - 1 PM

#### SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.

#### SERVICE PERFORMED

1. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
2. Check air filters for cleanliness (if applicable).
3. Check all mechanical connections for tightness and heat discoloration, making corrections where necessary.
4. Clean any foreign material and dust from internal compartments.
5. Perform a status check of all alarm circuits. (Applicable to STS1 Only).
6. Calibration of the equipment to meet manufacturer's specifications. (Applicable to STS1 Only).
7. Operational checkout of the system to include transfers and proper status indications.
8. Check or perform Engineering Field Change Notices (FCN) as necessary.
9. Return unit to operational service with normal load then measure and verify display indications.

#### CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.

**Q03117654-01**

**Liebert UPS / Power / Battery Services:**

- We are the Original Equipment Manufacturer and the experts on Liebert equipment with access to updates and changes, knowledge of engineering specifications, current issues and how to fix them correctly.
- Our factory trained service force is twice the size of the next largest competitor with over 650 customer engineers and field technicians in the United States alone; everywhere in the US the most knowledgeable engineers and technicians available, will cover you.
- With the most advanced tooling and instrumentation available, each CE has over \$10,000 in gear with him at all times, so any issue can be resolved in the least amount of time possible.

**Solutions Services:**

- A long-term service plan that includes preventive maintenance, monitoring and assessments results in optimization of the entire infrastructure.

**Standard Maintenance Contract:**

**Site #: 137594, Warren County Telecom, 500 Justice Dr, Lebanon, OH, 45036**

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1569460	NL UPS 30-64	CHLORIDE-UPS	1	ESSENTIAL (8/21/2020) - (8/20/2021)	
1625584	SEALED BATTERY	CHLORIDE-BATT	2	ESSENTIAL (8/21/2020) - (8/20/2021)	
1625585	MBC/SLIM LN CAB	CHLORIDE-UPS	1	ESSENTIAL (8/21/2020) - (8/20/2021)	
1643955	APM 75	NRE90CCSA0A3650	1	ESSENTIAL (8/21/2020) - (8/20/2021)	
1643956	SEALED BATTERY	NRBP9UX1L1A0578	2	ESSENTIAL (8/21/2020) - (8/20/2021)	
1643957	APM45-90PERIPH	NRMBOC9C4RA0598	1	ESSENTIAL (8/21/2020) - (8/20/2021)	
1643958	PPC 15-50	PPC030C241A2360	1	ESSENTIAL (8/21/2020) - (8/20/2021)	
1643959	STATIC TRNS SWT	STC0100A32A360	1	ESSENTIAL (8/21/2020) - (8/20/2021)	

**Total price not including tax: USD \$13,848.00**  
*any tax required must be included in customer purchase order*  
**Payment Terms: Net 30 Days**

# SCOPE OF WORK

## STATIC TRANSFER SWITCH

### (STS1 AND STS2)

#### ESSENTIAL SERVICE - 1 PM

#### SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.

#### SERVICE PERFORMED

1. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
2. Check air filters for cleanliness (if applicable).
3. Check all mechanical connections for tightness and heat discoloration, making corrections where necessary.
4. Clean any foreign material and dust from internal compartments.
5. Perform a status check of all alarm circuits. (Applicable to STS1 Only).
6. Calibration of the equipment to meet manufacturer's specifications. (Applicable to STS1 Only).
7. Operational checkout of the system to include transfers and proper status indications.
8. Check or perform Engineering Field Change Notices (FCN) as necessary.
9. Return unit to operational service with normal load then measure and verify display indications.

#### CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.



- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

## TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

# SCOPE OF WORK

## POWER CONDITIONING

### POWER CENTER (PPC/FPC)

#### ESSENTIAL SERVICE - 1 PM

#### SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.

#### SERVICE PERFORMED

1. Perform a complete visual inspection of the equipment including internal sub-assemblies, wiring harnesses, contactors, cables, major components, and check for proper clearance around the unit.
2. Perform an Infrared Scan (IR Scan) and verify all transformer, terminal block, and ground/neutral bus bar connections for tightness
3. Perform an Infrared Scan (IR Scan) and verify all circuit breakers including the panelboard(s) branch circuits for tightness
4. Perform an Infrared Scan (IR Scan) and verify high and low voltage junction box terminals for tightness (if applicable)
5. Perform an Infrared Scan (IR Scan) and verify all option wiring for tightness. (Spike suppressor, ground fault, phase rotation/loss)
6. Verify system control power fuses. (Equipment MUST be de-energized)
7. Verify grounding electrode conductor and any isolated grounds.
8. Verify EPO lamps are illuminated (if applicable).
9. Perform operational test of the optional local EPO. (Equipment MUST be able to be de-energized)
10. Record all the electrical data via the local display (if applicable). Ensure all values are within the specification.
11. Verify specified restart capabilities (manual or auto-restart).
12. Verify all monitoring options (if applicable) are displaying values within preset parameters.
13. Check or perform Engineering Field Change Notices (FCN) as necessary.
14. Configuration of the LDM/LDMF (for newly installed branch circuit breakers, if applicable).

1. Verify firmware and update as required.
2. Verify the location, alarm set points, number of poles, and address of every newly installed breaker.
3. Verify the CT ratio for every newly installed breaker.
4. Demonstrate use of software tools. (if applicable)
5. (Excludes interoperability with SiteScan and Building Management Systems)
6. Save the configuration file to a laptop as a backup for customer. (If applicable)

## ASSUMPTIONS AND CLARIFICATIONS

Parts coverage excludes branch circuit breakers.

## CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

## TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

# SCOPE OF WORK

## UNINTERRUPTIBLE POWER SYSTEMS

### APM UPS ONLY

### ESSENTIAL SERVICE - 1 PM

#### SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service on Vertiv UPS and Vertiv internal batteries scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv's Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage including internal batteries (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Internal Battery Coverage	Includes parts, labor, disposal and battery jars as required - up to 10% of the battery jars per year, not accumulated over contract term (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv is the OEM service provider for Liebert products.
Battery Recycling	Includes battery recycling as required, with documentation meeting EPA requirements.

#### SERVICE PERFORMED

##### UPS Full Preventive Maintenance Service

1. Perform a temperature check on all breakers, connections and associated controls. Repair and/or report all high temperature areas.
2. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
3. Check air filters for cleanliness. (if applicable)
4. Check rectifier and inverter snubber boards for discoloration.
5. Record all voltage and current meter readings on the module control cabinet or the system control cabinet.
6. Check the inverter and rectifier snubbers for burned or broken wires.
7. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
8. Check fuses on the DC capacitor deck for continuity (if applicable).
9. With customer approval, perform operational test of the system including unit transfer and battery discharge.
10. Calibrate and record all electronics to system specifications.

11. Check or perform Engineering Field Change Notices (FCN) as necessary.
12. Measure and record all low-voltage power supply levels.
13. Record phase-to-phase input voltage and currents.
14. Review system performance with customer to address any questions and to schedule any repairs.
15. Check power capacitors for swelling or leaking oil (if applicable).
16. Check for DC capacitor vent caps that have extruded more than 1/8" (if applicable).
17. Measure and record harmonic trap filter currents (if applicable)

### **Internal Battery Full Preventive Maintenance Service (applicable to 45kVA units only)**

1. Inspect the appearance and cleanliness of the battery and the battery room.
2. Clean normal cell top dirt accumulation (to be done only with battery off line).
3. Measure and record the total battery float voltage and charging current.
4. Measure and record overall AC ripple current.
5. Measure and record overall AC ripple voltage.
6. Visually inspect the jars and covers for cracks and leakage.
7. Visually inspect for evidence of corrosion.
8. Measure and record ambient temperature.
9. Verify the condition of the ventilation equipment, if applicable.
10. Verify the integrity of the battery rack/cabinet.
11. Measure and record 100% of the cell temperatures.
12. Measure and record the float voltage of all cells. Measure and record all internal impedance readings.
13. Provide a detailed written report noting any deficiencies and corrective action needed, taken and/or planned.
14. Re-tighten all battery connections to the battery manufacturer's specifications, offline only.

### **Corrective Maintenance Performed as Required**

1. Refurbish cell connections as deemed necessary by the detailed inspection report.

## **ASSUMPTIONS AND CLARIFICATIONS**

Parts coverage excludes air filters, proactive full bank capacitor replacement and fan replacement.

Customer should check air filters monthly for cleanliness and replace as necessary.

Maintenance does not include System Control Cabinet, Power Tie, Breaker Cabinets, Load Bus Sync or Maintenance Bypass Cabinets.

All battery checks are recorded through the Field DB reporting system. Only visual battery inspection and total battery voltages are to be recorded on the UPS E-form. The full battery maintenance inspection will be conducted through Field DB.

## **CUSTOMER RESPONSIBILITIES**

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Customer Resolution Center at 1-800-543-2378.

- Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

## TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

# SCOPE OF WORK

## UNINTERRUPTIBLE POWER SYSTEMS

### PERIPHERALS MAINTENANCE BYPASS CABINET MODULE BATTERY DISCONNECT, LOAD BUS SYNC, POWER TIE, SLIM LINE DISTRIBUTION CABINET

#### ESSENTIAL SERVICE - 1 PM

#### SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.

#### SERVICE PERFORMED

1. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
2. Check all mechanical connections for tightness and heat discoloration, making corrections where necessary.
3. Clean any foreign material and dust from internal compartments.
4. Perform a status check of alarm circuits. (If Applicable).
5. Calibration of the equipment to meet manufacturer's specifications (if applicable).
6. Operational checkout of the system to include transfers and proper status indications.
7. Check or perform Engineering Field Change Notices (FCN) as necessary.
8. Return unit to operational service with normal load then measure and verify display indications.

#### ASSUMPTIONS AND CLARIFICATIONS

Includes 100% parts coverage, excluding circuit breakers and switches.

#### CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

## TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.



# SCOPE OF WORK

## STATIONARY BATTERY SYSTEMS

### VRLA (SEALED) BATTERY

#### ESSENTIAL SERVICE - 2 PM

#### SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Annual and 1 Semi-Annual Preventive Maintenance Services, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv's Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Internal Battery Coverage	Includes parts, labor, disposal and battery jars as required - up to 10% of the battery jars per year, not accumulated over contract term (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory-trained and authorized technician equipped with Vertiv Proprietary tools and software. Vertiv CEs and Vertiv Partners are the only approved OEM service providers for Vertiv products.
Battery Recycling	Includes battery recycling as required, with documentation meeting EPA requirements.

#### SERVICE PERFORMED

**\*\*During the initial PM visit, an Annual Service PM must be performed.\*\***

#### Semi-Annual Service

1. Inspect the appearance and cleanliness of the battery and the battery room. Clean normal jar top dirt accumulation (to be done only with battery off line).
2. Measure and record the total battery float voltage and charging current.
3. Measure and record the overall AC ripple voltage.
4. Measure and record the overall AC ripple current.
5. Visually inspect the jars and covers for cracks and leakage.
6. Visually inspect for evidence of corrosion.
7. Measure and record the ambient temperature.
8. Verify the integrity of the battery rack/cabinet.
9. Measure and record 100% of the jar temperatures.
10. Measure and record the float voltage of all cells.
11. Measure and record all internal ohmic readings.
12. Provide a detailed written report noting any deficiencies and corrective action needed, taken and/or planned.

13. Verify approval for Battery Life program.

#### **Annual Service (includes the above, plus)**

1. Re-tighten all battery connections to the battery manufacturer's specifications, if required. Refer to the manufacturer's literature to determine if re-tightening is required.
2. Measure and record all battery connection resistances in micro-ohms, when applicable.

#### **Corrective Maintenance Performed as Required**

1. Refurbish cell connections as deemed necessary by the detailed inspection report.

#### **Conditions for Single Jar Replacement Service for Lead Acid Batteries**

1. The Customer is covered by an Essential or Preferred Contract.
2. The battery string is in overall good health as determined by Vertiv; the battery string is not beyond expected service years or has had excessive single jar replacements that would make the string unstable.
3. Up to 10% of defective battery jars may be replaced within a 12-month period as exclusively determined by Vertiv.
4. Contracts have no cash value for future years or full string battery replacements. Single jar replacement is limited to batteries in the original string.

#### **ASSUMPTIONS AND CLARIFICATIONS**

Does not include labor for full-string replacement.

#### **CUSTOMER RESPONSIBILITIES**

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Customer Resolution Center at 1-800-543-2378.
- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

#### **TERMS AND CONDITIONS**

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# SCOPE OF WORK

## UNINTERRUPTIBLE POWER SYSTEMS NON-VERTIV ALL 3-PHASE MODELS ESSENTIAL SERVICE - 1 PM

### SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv's Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.

### SERVICE PERFORMED

#### UPS Preventive Maintenance Service

1. Perform temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
2. Perform a complete visual inspection of the equipment including subassemblies, wiring harnesses, contacts, cables, and major components.
3. Check rectifier and inverter snubber boards for discoloration.
4. Check power capacitors for swelling or leaking oil. (if applicable)
5. Check for DC capacitor vent caps that have extruded more than 1/8". (if applicable)
6. Record all voltage and current meter readings on the module control cabinet or the system control cabinet.
7. Measure and record harmonic trap filter currents. (if applicable)
8. Check the inverter and rectifier snubbers for burned or broken wires.
9. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
10. Check fuses on the DC capacitor deck for continuity (if applicable).
11. With customer approval, perform operational test of the system including unit transfer and battery discharge.
12. Calibrate and record all electronics to system specifications.
13. Measure and record all low-voltage power supply levels.
14. Record phase-to-phase input voltage and currents.
15. Review system performance with customer to address any questions and to schedule any repairs.

#### Battery Inspection Service

1. Check integrity of battery cabinet (if applicable).
2. Visual inspection of the battery cabinet and/or room to include:

1. Check for NO-OX grease or oil on all connections (if applicable).
  2. Check battery jars for proper liquid level (if flooded cells).
  3. Check for corrosion on all the terminals and cables.
  4. Examine the physical cleanliness of the battery room and jars.
3. Measure and record DC bus ripple voltage (if applicable).
  4. Measure and record total battery float voltage.

## ASSUMPTIONS AND CLARIFICATIONS

Parts coverage excludes batteries, air filters, proactive full bank capacitor and proactive full fan replacement.

Customer should check air filters monthly for cleanliness and replace as necessary.

Maintenance does not include System Control Cabinet, Power Tie, Breaker Cabinets, Load Bus Sync or Maintenance Bypass Cabinets.

The Battery Inspection Service listed above is only a visual inspection and is not intended to replace a full preventive maintenance program for the battery system.

## CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Customer Resolution Center at 1-800-543-2378.
- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

## TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

Order Number: Q03117654-01

Purchase Order must be assigned to:  
Vertiv Corporation  
1050 Dearborn Dr.  
Columbus, OH 43085

Payment remittance address:  
Vertiv Corporation  
PO Box 70474  
Chicago, IL 60673

FID# 31-0715256

**EXCITING NEWS:** On Sept. 1, 2018, we transitioned to Vertiv Corporation as our legal entity. Visit <http://vertivco.com/legalentityinfo> for changes you may need to make.

PO should be e-mailed or faxed with signed proposal to:  
Climate Conditioning Company c/o MATTHEW NAIL  
Attn: MATTHEW NAIL  
Email: [m nail@climateconditioning.com](mailto:m nail@climateconditioning.com)  
Fax: (513) 387-2333

**Please complete the following information (All fields are required):**

Purchase Order Number: \_\_\_\_\_ Purchase Order attached:  Yes  No

If PO **NOT** attached, please specify reason: \_\_\_\_\_

Invoice Delivery Method:  Web Billing (Attach Instructions)  Mail  Other \_\_\_\_\_  
 Accounts Payable Email \_\_\_\_\_ @ \_\_\_\_\_

Billing Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Fax #: \_\_\_\_\_

Bill-To Company Name: \_\_\_\_\_ Bill-To Address: \_\_\_\_\_

Federal Tax ID # \_\_\_\_\_ Bill-To City, ST Zip: \_\_\_\_\_

Tax Exempt:  Yes (Attach tax exempt certificate)  No

Site Services/IT Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_


**\*\* COVERAGE DETAILS \*\***

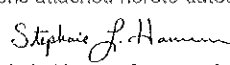
For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty (30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 30 days from the date of this Proposal unless otherwise noted. INFORMATION TO BUYER: This order between the Buyer and Seller is limited to Seller's Terms and Conditions located at [termsconditions.vertivco.com](http://termsconditions.vertivco.com) unless a formal agreement governing this Purchase Order/transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by Seller and/or issued by Buyer.


Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below.

Thank you for your business.

Proposed By:   
MATTHEW NAIL Date 7/27/20

Accepted By:   
Buyer Signature Required Date 8/11/2020  
David B Young President 513.695.1200  
Printed Name Title Phone

Approved subject to and governed solely by the previously negotiated Services Terms and Conditions attached hereto dated 20176-20.  
  
Stephanie L. Hamm, Contract Administrator  
Vertiv Corporation Legal Department

**APPROVED AS TO FORM**  
  
Kathryn M. Horvath  
Asst. Prosecuting Attorney

## SERVICES TERMS AND CONDITIONS

Vertiv Services, Inc. (f/k/a Emerson Network Power, Liebert Services, Inc.) is herein referred to as the "Seller" and the customer or person or entity purchasing services ("Services") and parts required for Services ("Parts") from Seller is referred to as the "Buyer." These Services Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope of work, or Invoice from Seller relevant to the provision of Services and all documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of this agreement ("Agreement") governing the sale of Services and Parts by Seller to Buyer. Any discrepancies between the terms of the above referenced documents shall be resolved by Seller. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of the terms of this Agreement, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Services and Parts will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Services shall remain in effect for thirty (30) days after the date of Seller's quotation, Seller's scope of work or acknowledgment of Buyer's order for the Services, whichever occurs first, provided an unconditional authorization from Buyer for the performance of the Services is received and accepted by Seller within such time period. If authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Services. All prices are exclusive of taxes, which are to be borne by Buyer. Unless otherwise specified by Seller, Parts will be furnished at Seller's then prevailing prices.

2. **TAXES:** Any current or future tax or governmental charge (or increase in same) affecting Seller's costs of Services or costs of production, sale, delivery or shipment of Parts, or which Seller is otherwise required to pay or collect in connection with the provision of Services and Parts, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. **TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms of payment are net 30 days from date of Seller's invoice. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this Agreement and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. All purchases paid by credit card shall be charged a 2.0% usage surcharge of the invoice total, for fees paid by Seller to accept credit card transactions.

4. **SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the performance dates acknowledged or quoted by Seller, all performance dates are approximate and not guaranteed. Seller, at its option, shall not be bound to tender delivery of any Parts for which Buyer has not provided shipping instructions and other required information. Unless otherwise specified by Seller, for sales of Parts in which the end destination of the Parts is outside of the United States, risk of loss and legal title to the Parts shall transfer to Buyer immediately after the Parts have passed beyond the territorial limits of the United States. For all other shipments, risk of loss and legal title shall pass from Seller to Buyer upon delivery to and receipt by carrier at Seller's shipping point. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) when delivered by the individual providing the Services, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Any claims for shortages or damages suffered in transit are the responsibility of Buyer

and shall be submitted by Buyer directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller warrants that it will perform the Services as described in this Agreement and will exercise all reasonable skill, care and due diligence in the performance of the Services and shall perform the Services in accordance with professional practice. Seller warrants that all Services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of Services. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of Parts, EXCEPT AS SPECIFIED ABOVE, PARTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTIES SET FORTH IN THIS SECTION 5 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE SERVICES AND PARTS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE.

This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller that is used in (i) the selection of the Services and/or Parts and (ii) the preparation of Seller's quotation and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void.

Excluding Seller's negligence, Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Services or Parts, either alone or in combination with other parts.

6. **LIMITATION OF REMEDY AND LIABILITY:** THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO, AT SELLER'S SOLE OPTION, EITHER CORRECT PERFORMANCE FOR THAT PORTION OF THE SERVICES FOUND BY SELLER TO BE DEFECTIVE OR REFUND OF THE PRICE PAID FOR SERVICES.

SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE, EXCLUDING SELLER'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND THIRD PARTY INDEMNIFICATION OBLIGATIONS, IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC SERVICES OR PARTS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

**BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.** The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.

It is expressly understood that any technical advice furnished by Seller with respect to the use of the Parts and/or Services is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. **INSURANCE:** Seller shall maintain the following insurance or self-insurance coverage: Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed. Employer's Liability with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. Commercial General Liability (CGL) for bodily injury and property damage with a limit of \$2,000,000 per occurrence and aggregate. CGL includes Contractual Liability. CGL does not include Products and Completed Operations coverage, which is self-insured. Automobile Liability Insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. Automobile Liability Insurance includes Contractual Liability, but no special endorsements.

Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

8. **EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God; war; epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of, or delays in transportation; default of suppliers; or unforeseen circumstances; acts or omissions of Buyer, including, without limitation, those specified in Section 19; or any events or causes beyond Seller's reasonable control. Performance of Services and deliveries of Parts may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Services or Parts or to obtain material used directly or indirectly in the manufacture of the Parts is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may delay performance of Services or allocate its available supply of the Parts among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

9. **CANCELLATION:** Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

10. **CHANGES:** Buyer may request changes or additions to the Services. In the event such changes or additions are accepted by Seller, Seller may revise the price and performance dates. Seller reserves the right to change designs and specifications for the Parts without prior notice to Buyer, except with respect to Parts being made-

to-order for Buyer. Seller shall have no obligation to install or make such change in any Parts manufactured prior to the date of such change.

11. **NUCLEAR/MEDICAL:** SERVICES AND PARTS SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Services and Parts with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users.

12. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment or delegation, without such consent, shall be void.

13. **INSPECTION:** Buyer shall have ten (10) days from the date of completion of each portion of the Services to inspect the Services, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Services are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Services.

14. **BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates for any of the following upon written agreement between the parties: a) any Services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any Services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller Service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if Service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

15. **DRAWINGS:** Seller's documentation, prints, and drawings ("Documents") (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Notwithstanding the foregoing, Buyer may use the Documents in connection with the Services and Parts.

16. **EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States, and the jurisdictions in which the Seller and Buyer are established or from which Services and Parts may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, or export Parts in violation of such applicable laws, regulations, orders or requirements.

17. **NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Services are

being provided to Buyer and for a period of one (1) year after the last provision of Services.

18. **GENERAL PROVISIONS:** These Services Terms and Conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these Services Terms and Conditions. No change, modification, rescission, discharge, abandonment, or waiver of these Services Terms and Conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract Services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in the county of Warren, state of Ohio, and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this Agreement.

19. **ADDITIONAL SERVICE CONDITIONS:** The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Services are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Services. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform Services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other

circumstance altering Seller performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

20. **INDEMNITY:** As to Seller provided Services, Seller agrees to protect, defend (using counsel selected and compensated by Seller), hold harmless, and indemnify Buyer from and against third party claims for bodily injury including death, or tangible property damage to the extent caused by the negligent acts or omissions of Seller employees, agents, or subcontractors in performing Services.

Such indemnification shall extend to claims initiated within two (2) years from the date services were performed causing such claim to arise, shall be reduced to the extent any injury or property damage is caused by others, and is conditioned upon: (a) Buyer provision of timely notification of claim and all reasonable documentation and assistance and (b) Seller assumption of the claim defense to include the right to oppose or settle same at its reasonable discretion.

BUYER: WARREN COUNTY TELECOM

By: [Signature]  
Printed Name: John Grossman  
Title: President  
Date: 7/11/17

SELLER: VERTIV SERVICES, INC.

By: [Signature]  
Printed Name: Stephanie L. Hamm  
Title: Contract Administrator  
Date: June 22, 2017

APPROVED AS TO FORM

[Signature]  
Adam M. Nice  
Asst. Prosecuting Attorney



AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Hamilton

I, Matthew Nail, holding the title and position of Service Sales at the firm Climate Control Inc, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

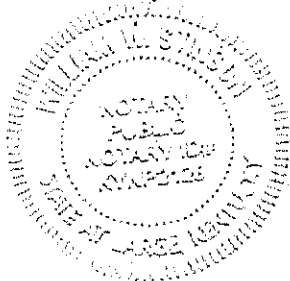
[Signature]  
AFFIANT

Subscribed and sworn to before me this 28 day of July 2020

William W. Stone  
(Notary Public),

Jefferson County.

My commission expires February 5<sup>th</sup> 20 24



# Resolution

Number 20-1113

Adopted Date August 11, 2020

ENTER INTO MEMORANDUM OF AGREEMENT WITH CENTER FOR INTERNET SECURITY, INC. FOR ENDPOINT DETECTION & RESPONSE SERVICES ON BEHALF OF THE WARREN COUNTY BOARD OF ELECTIONS

WHEREAS, the Office of the Ohio Secretary of State has issued Security Directive 2020-12 to all county boards of elections which in part provides a block grant to support continued compliance with the security standards in Section 1.01 of Security Directive 2019-33 to protect election systems as a critical infrastructure and combat potential security threats; and

WHEREAS, the Office of the Ohio Secretary of State Security Directive 2020-12 and Security Directive 2019-33 mandate and provide for an endpoint detection and response solution (hereinafter EDR) to all county boards of elections which shall be in effect by August 28, 2020; and

WHEREAS, the Ohio Secretary of State, in partnership with the Center for Internet Security, is providing an EDR solution to Warren County Board of Elections and will be funded through July 31, 2021 through a Memorandum of Agreement; and

NOW THEREFORE BE IT RESOLVED, to enter into the Memorandum of Agreement with the Center for Internet Security and the Elections Infrastructure Information Sharing and Analysis Center for the provision of EDR solutions as mandated by the Ohio Secretary of State as attached hereto and made a part hereof.

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

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

Resolution adopted this 11<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Center for Internet Security, Inc.  
Board of Elections (file)  
Auditor / IT Dept.

# Resolution

Number 20-1114

Adopted Date August 11, 2020

AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN PURCHASE QUOTE WITH CENTRAL SQUARE TECHNOLOGIES, LLC ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, CentralSquare Technologies, LLC will provide Field Ops-Companion Annual Subscription as indicated on Quote #Q-02041; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign Purchase Quote with CentralSquare Technologies, LLC to provide Field Ops-Companion Annual Subscription as attached hereto and made a part hereof.

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

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

Resolution adopted this 11<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—CentralSquare Technologies, LLC  
Telecom (file)



Quote prepared by:  
Lindsey Bjerke  
lindsey.bjerke@centralsquare.com

Quote #: Q-02041  
Quote expires on: October 19, 2020

Quote prepared for:  
Gary Estes  
Warren County, OH  
500 Justice Dr  
Lebanon, OH 45036

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at [www.centralsquare.com](http://www.centralsquare.com).

### WHAT SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
Field Ops - Companion Pricing Annual Subscription Fee	30	42.96 USD	1,288.80 USD
<b>Software / Subscription Total:</b>			<b>1,288.80 USD</b>
<b>Quote Total:</b>			<b>1,288.80 USD</b>

### Billing Information

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

MORE INFORMATION AT [CENTRALSQUARE.COM](http://CENTRALSQUARE.COM)

**Purchase Order Information**

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

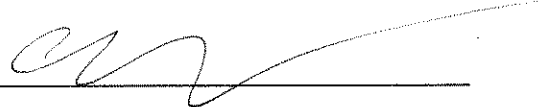
Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

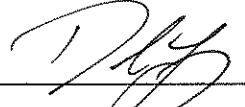
PO Number: \_\_\_\_\_

Initials: \_\_\_\_\_

**CentralSquare Technologies, LLC**

**Warren County, OH**

Signature:  \_\_\_\_\_

Signature:  \_\_\_\_\_

Name: David Gai

Name: David G Young

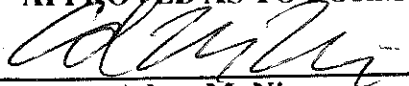
Date: 7/23/20

Date: 8/11/2020

Title: Chief Customer Officer

Title: President

**APPROVED AS TO FORM**



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

# Resolution

Number 20-1115

Adopted Date August 11, 2020

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH THOMAS E. GARNER FOR A BRIDGE STREAM RE-ALIGNMENT PROJECT ON OREGONIA ROAD

WHEREAS, in order to improve the safety a bridge stream re-alignment project on Oregonia Road is to be completed and in order to perform the work it is necessary to enter onto the property, parcel #09-01-176-006 located at 5150 Oregonia Road, Oregonia, OH 45054 which is owned by Thomas E. Garner, unmarried, grantor; and

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

1. Remove or trim any tree, and/or brush as necessary for access to the project.
2. Regrade stream for proper flow.
3. When weather permits, seed and straw any disturbed area.

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

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Thomas E. Garner, for a bridge stream re-alignment project on Oregonia Road, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 11<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Garner, Thomas E.  
Engineer (file)

## TEMPORARY ENTRANCE AND WORK AGREEMENT

### ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Thomas E. Garner, unmarried, whose tax mailing address is 5150 Oregonia Road, Oregonia, Ohio 45054 (hereinafter the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

#### Witnesseth:

In order to improve the public safety a bridge stream re-alignment project on Oregonia Road is to be completed. In order to perform the work it is necessary to enter onto property, which is owned by Grantor. The subject real estate is located at 5150 Oregonia Road, Oregonia, Ohio 45054, identified as Parcel #09-01-176-006. Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove or trim any tree, and/or brush as necessary for access to the project.
2. Regrade stream for proper flow.
3. When weather permits, seed and straw any disturbed area.

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

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

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Oregonia Road Bridge #12-5.68 Stream Re-alignment Project or until December 31, 2020, whichever comes first.

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IN EXECUTION WHEREOF, Thomas E. Garner, unmarried, the Grantor herein, have hereunto set his hand on the date stated below.

Grantor:

Signature: Thomas E. Garner

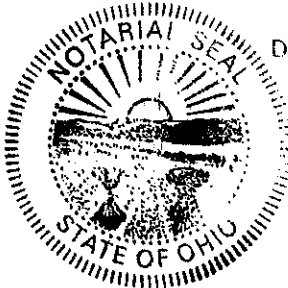
Printed Name: Thomas E. Garner

Date: 7/28/20

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on this 28<sup>th</sup> day of July, 2020, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Thomas E. Garner being the **Grantor** in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed.

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



DOMINIC M. BRIGANO  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
02/06/2022  
Recorded in  
Warren County

Dominic M. Brigano  
Notary Public  
My commission expires: 02/06/2022

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**IN EXECUTION WHEREOF**, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by David G Young, its President on the date stated below, pursuant to Resolution Number 20-1115 dated 8/11/2020

**Grantee:**  
Signature: [Signature]  
Printed Name: David G Young  
Title: President  
Date: 8/11/2020

**STATE OF OHIO, WARREN COUNTY, ss.**

**BE IT REMEMBERED**, that on this 11 day of August, 2020 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be David G Young, President of the Warren County Board of County Commissioners, being the **Grantee** in the foregoing Agreement, and acknowledged the signing thereof to be his voluntary act and deed, and pursuant to the Resolution authorization him to act.

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



on this 11 day and year aforesaid.

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

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

Prepared by:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: [Signature]  
Adam Nice, Assistant Prosecutor  
500 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1399  
Fx. (513) 695-2962  
Email: [Adam.Nice@warrencountyprosecutor.com](mailto:Adam.Nice@warrencountyprosecutor.com)

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

# Resolution

Number 20-1116

Adopted Date August 11, 2020

## ACKNOWLEDGE RECEIPT OF JULY 2020 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the July 2020 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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

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

Resolution adopted this 11<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor (file)   
S. Spencer  
Tina Osborne

# Financial Statement for 2020 Period 07



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	50,719,548.34	5,211,434.38	5,172,277.63	50,758,705.09	288,799.55	51,047,504.64
2201	SENIOR CITIZENS SERVICE LEVY	10,743,005.12	0.00	1,030,817.72	9,712,187.40	530,760.10	10,242,947.50
2202	MOTOR VEHICLE	4,964,744.18	1,142,355.09	1,605,273.77	4,501,825.50	1,238,585.35	5,740,410.85
2203	HUMAN SERVICES	652,845.64	735,302.78	260,098.35	1,128,050.07	36,191.39	1,164,241.46
2205	BOARD OF DEVELOPMENTAL DISABIL	38,000,824.70	197,571.35	1,032,909.96	37,165,486.09	52,025.86	37,217,511.95
2206	DOG AND KENNEL	644,541.84	10,160.25	20,528.36	634,173.73	312.73	634,486.46
2207	LAW LIBRARY RESOURCES FUND	299,360.02	52,646.84	28,071.75	323,935.11	0.00	323,935.11
2208	CO&TRANSIT MEDICAID SALES TAX	835,463.72	0.00	0.00	835,463.72	0.00	835,463.72
2209	BOE ELECTIONS SECURITY GRANTS	0.00	232,507.00	0.00	232,507.00	0.00	232,507.00
2210	LOCAL CORONAVIRUS RELIEF FUND	0.00	1,611,456.07	0.00	1,611,456.07	0.00	1,611,456.07
2215	VETERAN'S MEMORIAL	4,222.14	0.00	0.00	4,222.14	0.00	4,222.14
2216	RECORDER TECH FUND 317.321	354,325.52	16,903.25	457.58	370,771.19	230.00	371,001.19
2217	BOE TECHNOLOGY FUND 3501.17	1,825,778.75	0.00	0.00	1,825,778.75	0.00	1,825,778.75
2218	COORDINATED CARE	764,066.08	12,200.00	39,723.68	736,542.40	800.00	737,342.40
2219	WIRELESS 911 GOVERNMENT ASSIST	280,557.03	2,144.79	11,239.42	271,462.40	0.00	271,462.40
2220	CP INDIGENT DRVR INTRLK/MONITG	5,573.51	0.00	0.00	5,573.51	0.00	5,573.51
2221	CC/MC INDIGENT DRIVER INTERLOC	101,775.01	985.83	0.00	102,760.84	0.00	102,760.84
2222	JUV INDIGENT DRIVER INTERLOCK	1,756.40	10.54	0.00	1,766.94	0.00	1,766.94
2223	PROBATE/JUVENILE SPECIAL PROJ	237,989.91	3,044.34	909.69	240,124.56	0.00	240,124.56
2224	COMMON PLEAS SPECIAL PROJECTS	274,497.52	3,620.34	4,250.00	273,867.86	500.00	274,367.86
2227	PROBATION SUPERVISION 2951.021	599,236.25	7,358.77	2,675.09	603,919.93	0.00	603,919.93
2228	MENTAL HEALTH GRANT	90,994.74	0.00	5,402.80	85,591.94	0.00	85,591.94
2229	MUNICIPAL MOTOR VEH PERMIS TAX	1,994,582.03	54,189.54	0.00	2,048,771.57	0.00	2,048,771.57
2231	CO LODGING ADD'L 1%	14,119.47	24,704.23	14,776.88	24,046.82	0.00	24,046.82
2233	DOMESTIC SHELTER	17,244.74	3,991.00	0.00	21,235.74	0.00	21,235.74
2237	REAL ESTATE ASSESSMENT	5,168,898.41	75.00	96,613.11	5,072,360.30	75.69	5,072,435.99
2238	WORKFORCE INVESTMENT BOARD	13,346.73	308,046.32	192,411.99	128,981.06	6,255.00	135,236.06

# Financial Statement for 2020 Period 07



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2243	JUVENILE GRANTS	371,547.91	3,003.33	6,154.68	368,396.56	0.00	368,396.56
2245	CRIME VICTIM GRANT FUND	23,649.30	6,102.19	7,786.75	21,964.74	28.50	21,993.24
2246	JUVENILE INDIGENT DRIVER ALCOH	23,314.72	55.50	0.00	23,370.22	0.00	23,370.22
2247	FELONY DELINQUENT CARE/CUSTODY	626,370.53	689,191.90	91,974.52	1,223,587.91	375.00	1,223,962.91
2248	TAX CERTIFICATE ADMIN FUND	27,572.99	0.00	102.00	27,470.99	0.00	27,470.99
2249	DTAC-DELINQ TAX & ASSESS COLLE	651,574.81	0.00	16,113.89	635,460.92	0.00	635,460.92
2250	CERT OF TITLE ADMIN FUND	4,214,618.78	242,193.74	90,937.09	4,365,875.43	1,014.97	4,366,890.40
2251	COAP GRANT - OPIOD ABUSE PROG	386,343.39	13,656.21	1,487.20	398,512.40	0.00	398,512.40
2252	WC TECHNOLOGY CRIMES UNIT	0.00	0.00	0.00	0.00	0.00	0.00
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEP/TANF	39,216.50	56,316.04	21,082.35	74,450.19	327.00	74,777.19
2255	MUNICIPAL VICTIM WITNESS FUND	93,661.15	0.00	5,806.75	87,854.40	0.00	87,854.40
2256	WARREN COUNTY SOLID WASTE DIST	1,237,016.04	16,181.62	11,434.09	1,241,763.57	60.07	1,241,823.64
2257	OHIO PEACE OFFICER TRAINING	81,482.00	0.00	0.00	81,482.00	0.00	81,482.00
2258	WORKFORCE INVESTMENT ACT FUND	82,671.28	0.00	33,337.02	49,334.26	4,640.50	53,974.76
2259	JTPA	1,675.19	0.00	0.00	1,675.19	0.00	1,675.19
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	200.01	16,907.24	16,907.24	200.01	0.00	200.01
2262	COMMUNITY CORRECTIONS MONITORI	559,647.70	23,115.91	15,652.85	567,110.76	2,280.00	569,390.76
2263	CHILD SUPPORT ENFORCEMENT	840,637.06	329,748.24	261,078.79	909,306.51	85.34	909,391.85
2264	EMERGENCY MANAGEMENT AGENCY	111,863.27	0.00	17,018.79	94,844.48	294.00	95,138.48
2265	COMMUNITY DEVELOPMENT	629,766.14	54,388.62	243,854.99	440,299.77	210,133.25	650,433.02
2266	COMM DEV-ENT ZONE MONITOR FEES	105,563.00	0.00	0.00	105,563.00	0.00	105,563.00
2267	LOEB FOUNDATION GRANT	0.00	0.00	0.00	0.00	0.00	0.00
2268	INDIGENT GUARDIANSHIP FUND	211,805.65	1,680.00	0.00	213,485.65	0.00	213,485.65
2269	INDIGENT DRIVER ALCOHOL TREATM	577,507.98	7,635.32	0.00	585,143.30	0.00	585,143.30
2270	JUVENILE TREATMENT CENTER	355,429.27	248,917.20	89,567.89	514,778.58	78.46	514,857.04

# Financial Statement for 2020 Period 07



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2271	DTAC-PROSECUTOR ORC 321.261	212,850.87	0.00	13,702.91	199,147.96	0.00	199,147.96
2272	CP INDIGENT DRVR ALC TREATMT	11,586.08	0.00	0.00	11,586.08	0.00	11,586.08
2273	CHILDREN SERVICES	7,710,863.49	452,710.96	691,351.98	7,472,222.47	349,267.94	7,821,490.41
2274	COUNTY COURT COMPUTR 1907.261A	59,566.22	1,214.00	353.89	60,426.33	0.00	60,426.33
2275	COUNTY CRT CLK COMP 1907.261B	-27,403.08	2,928.00	0.00	-24,475.08	0.00	-24,475.08
2276	PROBATE COMPUTER 2101.162	81,166.76	591.00	0.00	81,757.76	0.00	81,757.76
2277	PROBATE CLERK COMPUTR 2101.162	215,545.01	1,970.00	0.00	217,515.01	0.00	217,515.01
2278	JUVENILE CLK COMPUTR 2151.541	73,180.42	1,129.33	0.00	74,309.75	0.00	74,309.75
2279	JUVENILE COMPUTER 2151.541	36,844.14	336.00	0.00	37,180.14	0.00	37,180.14
2280	COMMON PLEAS COMPUTER 2303.201	40,140.74	2,964.00	0.00	43,104.74	0.00	43,104.74
2281	DOMESTIC REL COMPUTER 2301.031	13,903.07	225.00	0.00	14,128.07	0.00	14,128.07
2282	CLERK COURTS COMPUTER 2303.201	226,089.23	10,369.00	0.00	236,458.23	0.00	236,458.23
2283	COUNTY CT SPEC PROJ 1907.24B1	1,715,404.97	24,656.93	8,696.80	1,731,365.10	21.13	1,731,386.23
2284	COGNITIVE INTERVENTION PROGRAM	354,812.51	4,194.29	11,336.24	347,670.56	90.00	347,760.56
2285	CONCEALED HANDGUN LICENSE	751,173.48	10,643.75	5,126.74	756,690.49	0.00	756,690.49
2286	SHERIFF-DRUG LAW ENFORCEMENT	15,044.53	400.00	417.38	15,027.15	1,504.74	16,531.89
2287	SHERIFF-LAW ENFORCEMENT TRUST	148,966.82	901.60	1,843.07	148,025.35	34.22	148,059.57
2288	COMM BASED CORRECTIONS DONATIO	9,425.69	0.00	151.20	9,274.49	0.00	9,274.49
2289	COMMUNITY BASED CORRECTIONS	367,020.15	160,462.00	48,429.33	479,052.82	1,584.99	480,637.81
2290	HAZ MAT EMERG PLAN SPEC FUND	3.20	0.00	0.00	3.20	0.00	3.20
2291	SHERIFF-D.A.R.E. PROGRAM	1,001.40	0.00	0.00	1,001.40	0.00	1,001.40
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00
2293	SHERIFF GRANTS	52,552.00	0.00	21,386.00	31,166.00	6,136.00	37,302.00
2294	SHERIFF DARE LAW ENFORC GRANT	13,269.10	6,634.55	0.00	19,903.65	0.00	19,903.65
2295	TACTICAL RESPONSE UNIT	81,109.08	0.00	82.35	81,026.73	0.00	81,026.73
2296	COMP REHAB DWNPMT ASST COMMDEV	44,045.14	0.00	0.00	44,045.14	0.00	44,045.14
2297	ENFORCEMENT & EDUCATN 4511.19G5A	114,836.93	745.00	0.00	115,581.93	0.00	115,581.93

# Financial Statement for 2020 Period 07



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2298	REHAB INC FUNDS	79,776.74	0.00	0.00	79,776.74	0.00	79,776.74
2299	COUNTY TRANSIT	1,366,870.56	3,569.50	61,946.29	1,308,493.77	328.50	1,308,822.27
3327	BOND RETIREMENT SPECIAL ASSMT	359,400.99	0.00	0.00	359,400.99	0.00	359,400.99
3360	STATE OPWC LOAN	112,715.70	0.00	0.00	112,715.70	0.00	112,715.70
3368	2013 RADIO SYSTEM BONDS	890,986.88	0.00	0.00	890,986.88	0.00	890,986.88
3384	TAX INCREMENT FINANCING - P&G	1,304,012.28	0.00	0.00	1,304,012.28	0.00	1,304,012.28
3393	2009 RID BOND GREENS OF BUNNEL	2,940,487.50	0.00	0.00	2,940,487.50	0.00	2,940,487.50
3395	JAIL BONDS 2019	479.09	0.00	0.00	479.09	0.00	479.09
4401	COUNTY WIDE FINANCIAL SOFTWARE	226,889.46	0.00	0.00	226,889.46	0.00	226,889.46
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLEFOSTERSBRIDGE&WALL	0.00	0.00	0.00	0.00	0.00	0.00
4432	EDWARDSVILLE ROAD BRIDGE	11,044.12	0.00	0.00	11,044.12	0.00	11,044.12
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00
4434	LIBERTY WAY/MASON RD TURN LANE	5,250.00	0.00	0.00	5,250.00	0.00	5,250.00
4435	STROUT RD BRIDGE 207-0.02	0.00	0.00	0.00	0.00	0.00	0.00
4436	ZOAR RD IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4437	KING AVE BRIDGE PROJECT	220,794.11	0.00	14,147.92	206,646.19	0.00	206,646.19
4438	NB COLUMBIA/3C RIGHT TURN LN	28,234.57	0.00	7,623.82	20,610.75	0.00	20,610.75
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	4,500,000.00	0.00	0.00	4,500,000.00	0.00	4,500,000.00
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00
4454	FIELDS-ERTEL RD IMPROV PROJ	377,741.26	0.00	123,594.80	254,146.46	0.00	254,146.46
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	5,634,559.22	0.00	283,425.56	5,351,133.66	39,626.08	5,390,759.74

# Financial Statement for 2020 Period 07



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4479	AIRPORT CONSTRUCTION	537,260.06	0.00	0.00	537,260.06	0.00	537,260.06
4484	P&G TIF ROAD CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	729,545.07	0.00	0.00	729,545.07	0.00	729,545.07
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4492	COMMUNICATION PROJECTS	2,973,807.84	0.00	8,704.45	2,965,103.39	8,704.45	2,973,807.84
4493	BUNNELL HILL RD CONSTRCTN RID	467,602.54	0.00	735.00	466,867.54	735.00	467,602.54
4494	COURTS BUILDING	1,770,574.92	0.00	71,231.90	1,699,343.02	49,007.30	1,748,350.32
4495	JAIL CONSTRUCTION SALES TAX	41,052,019.36	753,420.91	1,992,504.43	39,812,935.84	0.00	39,812,935.84
4496	JUVENILE DETENTION ADDN & RENO	281,460.94	0.00	0.00	281,460.94	0.00	281,460.94
4497	JAIL CONSTRUCTION & REHAB	9,963,833.75	0.00	2,275.00	9,961,558.75	0.00	9,961,558.75
4498	COUNTY FAIRGROUNDS CONSTRUCTN	114,510.87	0.00	97,574.95	16,935.92	10,240.00	27,175.92
4499	JUVENILE/PROBATE CT EXPANSION	279,864.58	0.00	0.00	279,864.58	0.00	279,864.58
5510	WATER REVENUE	35,285,915.83	1,568,340.98	795,305.15	36,058,951.66	70,533.68	36,129,485.34
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	2,071,665.76	0.00	493,775.58	1,577,890.18	0.00	1,577,890.18
5580	SEWER REVENUE	27,534,180.18	945,058.30	506,142.91	27,973,095.57	112,711.11	28,085,806.68
5581	SEWER IMPROV-WC VOCATIONAL SCH	218,225.55	5,859.79	2,315.15	221,770.19	0.00	221,770.19
5583	WATER CONST PROJECTS	2,108,646.56	10,000.00	663,379.98	1,455,266.58	13,969.97	1,469,236.55
5590	STORM WATER TIER 1	88,368.29	0.00	9,081.08	79,287.21	1,050.00	80,337.21
6619	VEHICLE MAINTENANCE ROTARY	245,400.27	36,709.57	24,596.40	257,513.44	5,893.69	263,407.13
6630	SHERIFF'S POLICING REVOLV FUND	643,211.31	996,777.50	388,634.93	1,251,353.88	0.00	1,251,353.88
6631	COMMUNICATIONS ROTARY	287,137.71	2,480.87	2,173.76	287,444.82	2,707.58	290,152.40
6632	HEALTH INSURANCE	5,187,063.49	845,882.88	1,726,704.20	4,306,242.17	6,754.92	4,312,997.09
6636	WORKERS COMP SELF INSURANCE	1,624,023.15	0.00	31,019.96	1,593,003.19	10,163.60	1,603,166.79
6637	PROPERTY & CASUALTY INSURANCE	431,995.32	0.00	0.00	431,995.32	0.00	431,995.32
6650	GASOLINE ROTARY	219,333.38	43,283.08	55,948.47	206,667.99	21,328.16	227,996.15
7707	P.E.R.S. ROTARY	2,741.88	0.00	0.00	2,741.88	0.00	2,741.88

# Financial Statement for 2020 Period 07



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7708	TOWNSHIP FUND	0.00	2,353,493.57	2,353,493.57	0.00	0.00	0.00
7709	CORPORATION FUND	7,606.04	1,297,622.17	1,295,068.68	10,159.53	0.00	10,159.53
7713	WATER-SEWER ROTARY FUND	343,748.99	2,706,390.18	2,769,762.74	280,376.43	94,664.70	375,041.13
7714	PAYROLL ROTARY	879,184.81	3,229,058.32	3,850,709.67	257,533.46	735,773.89	993,307.35
7715	NON PARTICIPANT ROTARY	21,337.84	3,430.80	3,475.44	21,293.20	3,475.44	24,768.64
7716	SCHOOL	0.00	58,975,141.60	58,975,141.60	0.00	141.60	141.60
7717	UNDIVIDED GENERAL TAX	19,995,036.47	175,171,913.65	62,033,508.48	133,133,441.64	30,252.10	133,163,693.74
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	10,061.55	30,223.42	0.00	40,284.97	0.00	40,284.97
7720	LOCAL GOVERNMENT FUND	0.00	411,484.27	411,484.27	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	0.00	0.00	0.00	0.00	0.00	0.00
7722	CIGARETTE LICENSE TAX	16,112.93	500.00	0.00	16,612.93	0.00	16,612.93
7723	GASOLINE TAX	0.00	464,988.70	464,988.70	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	364,354.23	0.00	0.00	364,354.23	0.00	364,354.23
7725	UNDIVIDED WIRELESS 911 GOV ASS	18,085.48	4,289.57	20,230.27	2,144.78	0.00	2,144.78
7726	MOTOR VEHICLE LICENSE TAX	0.00	1,111,645.17	1,111,645.17	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
7728	TREASURER TAX REFUNDS	12,393.14	231,280.46	0.00	243,673.60	17,778.31	261,451.91
7729	CORONAVIRUS RELIEF DIST FUND	4,191,975.54	0.00	3,250,668.89	941,306.65	0.00	941,306.65
7731	COUNTY LODGING TAX	42,521.46	74,159.81	44,494.00	72,187.27	20.00	72,207.27
7734	REAL ESTATE ADVANCE PAYMENT	24,977.85	0.00	0.00	24,977.85	0.00	24,977.85
7740	TRAILER TAX	678.13	2,427.91	0.00	3,106.04	0.00	3,106.04
7741	LIFE INSURANCE	17,082.27	10,342.50	10,276.03	17,148.74	0.00	17,148.74
7742	LIBRARIES	0.00	459,746.28	459,746.28	0.00	0.00	0.00
7744	ARMCO PARK TOURNAMENT FEES	9,605.00	3,546.00	10,436.00	2,715.00	831.00	3,546.00
7745	STATE	2,700.29	3,266.45	2,700.29	3,266.45	0.00	3,266.45
7746	MIAMI CONSERVANCY DISTRICT FUN	18,051.40	0.00	0.00	18,051.40	0.00	18,051.40



# Financial Statement for 2020 Period 07



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7747	ADVANCE ESTATE TAX	944.44	0.00	0.00	944.44	0.00	944.44
7751	UNDIVIDED INTEREST	722,782.96	589,989.96	568,402.52	744,370.40	0.00	744,370.40
7754	OHIO ELECTIONS COMMISSION FUND	0.00	0.00	0.00	0.00	0.00	0.00
7756	SEWER ROTARY	137,253.26	141,650.95	97,119.67	181,784.54	58,322.50	240,107.04
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	154,022.63	154,022.63	0.00	0.00	0.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	22,690.58	2,584.50	477.00	24,798.08	0.00	24,798.08
7766	ESCROW ROTARY	817,982.01	0.00	0.00	817,982.01	4,000.00	821,982.01
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PYMT PRO/PRE/SALES	6,423.69	-1,936.89	0.00	4,486.80	0.00	4,486.80
7769	BANKRUPTCY POST PETITION CONDU	17,666.43	3,284.41	0.00	20,950.84	0.00	20,950.84
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	0.00	0.00
7774	ARSON OFFENDER REGISTR FEE	95.00	0.00	0.00	95.00	0.00	95.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	24,331.75	21,137.75	23,353.00	22,116.50	17,242.75	39,359.25
7776	UNDIVIDED EVIDENCE SHERIFF	15,091.36	8,943.05	8,009.45	16,024.96	317.70	16,342.66
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	45,612.01	362,043.60	156,438.00	251,217.61	158,628.53	409,846.14
7779	UNDIVIDED DRUG TASK FORCE SEIZ	215,699.33	0.00	80.00	215,619.33	80.00	215,699.33
7781	REFUNDABLE DEPOSITS	430,374.93	19,721.06	21,089.45	429,006.54	7,369.58	436,376.12
7782	SHERIFF - LOST/ABANDONED PROPE	49.82	0.00	0.00	49.82	0.00	49.82
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	21,543.00	0.00	21,543.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	3,360.99	0.00	0.00	3,360.99	0.00	3,360.99
7788	UNDIVIDED PUBLIC UTILITY DEREG	0.00	0.00	0.00	0.00	0.00	0.00
7789	FORFEITED LAND	0.00	0.00	0.00	0.00	0.00	0.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00
7792	ZONING & BLDG BOND FUND	1,400.00	0.00	1,400.00	0.00	200.00	200.00

# Financial Statement for 2020 Period 07



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7793	HOUSING TRUST AUTHORITY	0.00	179,943.02	0.00	179,943.02	0.00	179,943.02
7795	UNDIVIDED INDIGENT FEES	0.00	2,635.00	2,635.00	0.00	527.00	527.00
7796	MUNICIPAL ORD VIOLATION INDIGE	5,113.21	0.00	1,946.84	3,166.37	568.00	3,734.37
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	20,593.50	20,593.50	0.00	0.00	0.00
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	730,597.21	0.00	61,200.00	669,397.21	0.00	669,397.21
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	7,954,573.12	100,808.78	212,445.23	7,842,936.67	75,816.06	7,918,752.73
9912	FOOD SERVICE	389,819.50	5,242.50	119,763.14	275,298.86	222.51	275,521.37
9915	PLUMBING BOND-HEALTH DEPT.	23,500.00	3,500.00	1,500.00	25,500.00	500.00	26,000.00
9916	STATE REGULATED SEWAGE PROGRAM	139,733.42	20,531.00	91,204.90	69,059.52	90.00	69,149.52
9925	SOIL & WATER CONSERVATION DIST	635,158.26	0.00	71,631.75	563,526.51	2,871.51	566,398.02
9928	REGIONAL PLANNING	324,285.36	9,837.99	35,196.26	298,927.09	1,090.74	300,017.83
9938	WARREN COUNTY PARK DISTRICT	470,325.07	99,087.14	56,523.88	512,888.33	3,313.75	516,202.08
9944	ARMCO PARK	277,614.95	177,113.25	174,606.81	280,121.39	23,413.60	303,534.99
9953	WATER SYSTEM FUND	29,334.20	2,957.40	8,727.97	23,563.63	64.60	23,628.23
9954	MENTAL HEALTH RECOVERY BOARD	12,243,230.20	8,873.00	898,622.26	11,353,480.94	492,287.47	11,845,768.41
9961	HEALTH GRANT FUND	406,557.77	159,640.65	22,614.60	543,583.82	510.68	544,094.50
9963	CAMPGROUNDS	4,949.59	0.00	751.39	4,198.20	0.00	4,198.20
9976	HEALTH - SWIMMING POOL FUND	162,422.85	597.00	19,676.77	143,343.08	314.00	143,657.08
9977	DRUG TASK FORCE COG	754,242.16	22,447.24	5,301.99	771,387.41	977.78	772,365.19
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
Total		347,954,121.82	265,894,458.88	158,539,161.34	455,309,419.36	4,817,911.62	460,127,330.98

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for July, 2020 showing the balance on hand in cash in each fund 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 depository.

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

# Resolution

Number 20-1117

Adopted Date August 11, 2020

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 8/4/20/20 and 8/6/20 as attached hereto and made a part hereof.

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

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

Resolution adopted this 11<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: Auditor

# Resolution

Number 20-1118

Adopted Date August 11, 2020

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR M/I HOMES OF CINCINNATI, LLC FOR COMPLETION OF IMPROVEMENTS IN KERRISDALE SUBDIVISION, SECTION 3 SITUATED IN DEERFIELD TOWNSHIP.

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond reduction:

## BOND REDUCTION

Bond Number	: 20-011 (P/S)
Development	: Kerrisdale Subdivision, Section 3
Developer	: M/I Homes of Cincinnati, LLC
Township	: Deerfield
Reduction Amount	: \$24,432.53
Surety Company	: The Hanover Insurance Company (1078843)


BE IT FURTHER RESOLVED, that the original amount of bond was \$171,667.41 and after the above reduction, the new required bond amount is \$147,234.88.

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

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

Resolution adopted this 11<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd, Ste 100, Cincinnati, OH 45249  
The Hanover Insurance Company, 440 Lincoln St., Worcester, MA 01653  
Engineer (File)  
Bond Agreement File

# Resolution

Number 20-1119

Adopted Date August 11, 2020

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH ERBECK DEVELOPMENT COMPANY, LTD FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN KENSINGTON, PHASE 2, BLOCK "D", SITUATED IN DEERFIELD TOWNSHIP

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

## SECURITY AGREEMENT

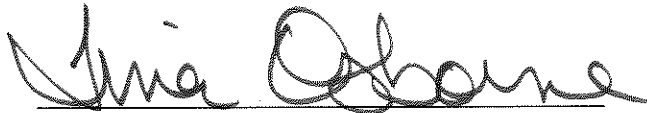
Bond Number	:	20-015 (W/S)
Development	:	Kensington, Phase 2, Block "D"
Developer	:	Erbeck Development Company, LTD.
Township	:	Deerfield
Amount	:	\$19,812.48
Surety Company	:	Berkley Insurance Company (0230378)

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

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

Resolution adopted this 11<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

caw

cc: Erbeck Development Co.LTD., 3940 Olympic Blvd., Suite 100, Erlanger, KY 41018  
Berkley Insurance Company, 475 Streamboat Road, Greenwich, CT 06830  
Water/Sewer (file)  
Bond Agreement file

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

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

20-015 w/s

This Agreement made and concluded at Lebanon, Ohio, by and between Erbeck Development Company, LTD  
(1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
Berkley Insurance Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Kensington  
Subdivision, Section/Phase 2 Block D(3) (hereinafter the "Subdivision") situated in  
Deerfield (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 \$198,124.75,  
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 \_\_\_\_\_ 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           \$19,812.48           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:

Erbeck Development Company, LTD.

Dave Stroup

3940 Olympic Boulevard, Suite 400

Erlanger, KY 41018

Ph. (859 ) 344 - 3131

D. To the Surety:

BERKLEY INSURANCE COMPANY

475 STEAMBOAT ROAD

GREENWICH, CT 06830

Ph. ( 515 ) 473 - 3402

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

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

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

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

\_\_\_ **Original Escrow Letter** (attached)

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

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

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

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notifi**

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


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

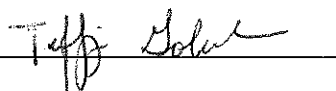
**DEVELOPER:**

**SURETY:**

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

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

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Todd E. Huss

PRINTED NAME: Tiffany Gobich

TITLE: Vice President

TITLE: Attorney-in-Fact

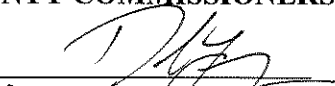
DATE: 7/13/20

DATE: 7-9-20

**[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 20-1119, dated 8/11/2020

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**


SIGNATURE: 

PRINTED NAME: David B. Young

TITLE: President

DATE: 8/11/2020

RECOMMENDED BY:

By:   
DEP. 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

POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Dan E. Ries; Susan A. Yeazell; Tiffany Gobich; or Anne Tierney of USI Insurance Services, LLC of Cincinnati, OH* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12 day of AUGUST, 2019.

Attest:

(Seal)

By

Ira S. Lederman  
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter  
Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 12 day of AUGUST, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES  
APRIL 30, 2024

Maria C. Rundraken  
Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 9th day of July, 2020.

(Seal)

Vincent P. Forte  
Vince P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

Bond No. 0230378

## MAINTENANCE BOND

**KNOW ALL MEN BY THESE PRESENTS**, Erbeck Development Company, LTD., 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018 as Principal, and Berkley Insurance Company, a corporation organized under the laws of the Delaware with principal place at 475 Steamboat Road, Greenwich, CT 06830, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036 (hereinafter called Obligee) in the penal sum of Nineteen Thousand Eight Hundred Twelve and 48/100 Dollars, (\$ 19,812.48), for payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

DATED this 9th day of July, 2020.

WHEREAS, the said Principal has heretofore entered into a Subdividers Contract with the Obligee above named for certain physical improvements for

Water Main and Sanitary Sewer in Kensington Section 2D Subdivision

---

in Deerfield Township, Warren County, Ohio

---

and

WHEREAS, the Principal submits that all work called for under the said Subdividers Contract has now been completed according to the approved plans and as a condition of acceptance of the physical improvements offers this bond to said Obligee;

NOW THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, That is said Principal shall, for a period of One (1) year(s) from and after the 9th day of July, 2020, indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship which may be discovered within the period aforesaid, then this obligation shall be void; otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal, written statement of the particular facts showing such default and the date hereof shall be delivered facts showing such default and the date thereof shall be delivered to the Surety by certified mail, at its Home Office in 475 Steamboat Road, Greenwich, CT 06830 promptly an in any event within thirty (30) days after the Obligee or his representative shall learn of such default; and that no claim suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of the maintenance period as herein set forth.

Erbeck Development Company, LTD.

Principal  
By: Todd E. Huss  
Todd E. Huss  
President  
Its: \_\_\_\_\_

Berkley Insurance Company

Surety  
By: Tiffany Gobich  
Tiffany Gobich  
Its: \_\_\_\_\_  
Attorney-in-Fact

# Resolution

Number 20-1120

Adopted Date August 11, 2020

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH ERBECK DEVELOPMENT COMPANY, LTD FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN KENSINGTON, PHASE 2, BLOCK "D" SITUATED IN DEERFIELD 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	:	20-015 (P/S)
Development	:	Kensington, Phase 2, Block "D"
Developer	:	Erbeck Development Company, LTD
Township	:	Deerfield
Amount	:	\$43,857.66
Surety Company	:	Berkley Insurance Company (0232839)

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

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

Resolution adopted this 11<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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



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

**STREETS AND APPURTENANCES**

(Including Sidewalks)

Security Agreement No.

20-015(P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Erbeck Development Company, LTD (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Berkley Insurance Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Kensington Subdivision, Section/Phase 2 Block D (3) (hereinafter the "Subdivision") situated in Deerfield (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 \$219,288.30, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$30,175.00; and,

**WHEREAS**, the County Commissioners require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County 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 \$ 43,857.66 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 \$43,857.66 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:

Erbeck Development Company, LTD.  
Dave Stroup  
3940 Olympic Boulevard, Suite 400  
Erlanger, KY 41018  
Ph. ( 859 ) 344 - 3131

D. To the Surety:

Berkley Insurance Company

475 Steamboat Road

Greenwich, CT 06830

Ph. ( 515 ) 473 - 3402

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

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

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

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

       **Original Escrow Letter** (attached)

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

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

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

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

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


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

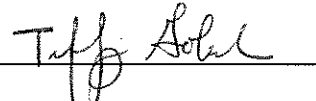
**DEVELOPER:**

**SURETY:**

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

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

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Todd E. Huss

PRINTED NAME: Tiffany Gobich

TITLE: Vice President

TITLE: Attorney-in-Fact

DATE: 7/30/20

DATE: 7-23-20

**[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 20-1120, dated 8/11/2020

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

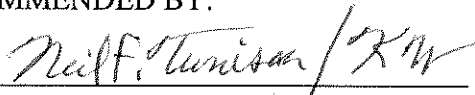
SIGNATURE: 

PRINTED NAME: David B Young

TITLE: President

DATE: 8/11/2020

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

POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Dan E. Ries; Susan A. Yeazell; Tiffany Gobich; or Anne Tierney of USI Insurance Services, LLC of Cincinnati, OH* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12 day of AUGUST, 2019.

Attest:  
By [Signature]  
Ira S. Lederman  
Executive Vice President & Secretary

Berkley Insurance Company  
By [Signature]  
Jeffrey M. Hafter  
Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )  
 ) ss:  
COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 12 day of AUGUST, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES  
APRIL 30, 2024

[Signature]  
Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 23rd day of July, 2020.

(Seal)

[Signature]  
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.



Bond No. 0232839

## MAINTENANCE BOND

**KNOW ALL MEN BY THESE PRESENTS**, Erbeck Development Company, Ltd., 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018 as Principal, and Berkley Insurance Company, a corporation organized under the laws of the Delaware with principal place at 475 Steamboat Road, Greenwich, CT 06830, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036 (hereinafter called Obligee) in the penal sum of Fourty Three Thousand Eight Hundred Fifty Seven and 66/100 Dollars, (\$ 43,857.66), for payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

DATED this 23rd day of July, 2020.

WHEREAS, the said Principal has heretofore entered into a Subdividers Contract with the Obligee above named for certain physical improvements for

Streets and Appurtenances in Kensington Section 2D Subdivision

---

in Deerfield Township, Warren County, Ohio

---

and

WHEREAS, the Principal submits that all work called for under the said Subdividers Contract has now been completed according to the approved plans and as a condition of acceptance of the physical improvements offers this bond to said Obligee;

NOW THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, That is said Principal shall, for a period of Two (2) year(s) from and after the 23rd day of July, 2020, indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship which may be discovered within the period aforesaid, then this obligation shall be void; otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal, written statement of the particular facts showing such default and the date hereof shall be delivered facts showing such default and the date thereof shall be delivered to the Surety by certified mail, at its Home Office in 475 Steamboat Road, Greenwich, CT 06830 promptly an in any event within thirty (30) days after the Obligee or his representative shall learn of such default; and that no claim suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of the maintenance period as herein set forth.

Erbeck Development Company, Ltd.

\_\_\_\_\_  
Principal

By: J. Paul Allen  
~~Todd E. Huss~~ J. PAUL ALLEN  
Its: ~~President~~ Secretary

Berkley Insurance Company

\_\_\_\_\_  
Surety

By: Tiffany Gobich  
Tiffany Gobich  
Its: \_\_\_\_\_  
Attorney-in-Fact

# Resolution

Number 20-1121

Adopted Date August 11, 2020

## APPROVE VARIOUS RECORD PLATS

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

- Kensington, Phase 2, Block D – Deerfield Township
- Lakeside at Shaker Run, Section 2, Final Plat – Turtlecreek Township
- Lakeside at Shaker Run, Section 2, Easement Plat – Turtlecreek Township
- Long Cove, Phase 7 – Deerfield Township

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

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

Resolution adopted this 11<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File  
RPC

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 20-1122

Adopted Date August 11, 2020

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO BOARD OF ELECTIONS  
SECURITY FUND #2209

WHEREAS, it is necessary to have appropriations in place to make purchases related  
Cybersecurity and

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

\$15,000	into	22091300-5102	(SALARIES)
\$15,000	into	22091300-5114	(OVERTIME)
\$40,000	into	22091300-5210	(MATERIAL & SUPPLIES)
\$75,000	into	22091300-5320	(CAPITAL PURCHASE)
\$ 5,000	into	22091300-5317	(NON-CAPITAL PURCHASE)
\$ 2,500	into	22091300-5811	(PERS)
\$ 1,000	into	22091300-5871	(MEDICARE)

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

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

Resolution adopted this 11<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/bs

cc: Auditor   
Supplemental App. file  
Board of Elections (file)

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

# Resolution

Number 20-1123

Adopted Date August 11, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO OHIO MEANS JOBS FUND #2258

BE IT RESOLVED, to approve the following supplemental appropriation:

\$10,000 into #22585800-5317 (Non-Capital Purchases)

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

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

Resolution adopted this 11<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓  
Supplemental App. file  
OhioMeansJobs (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 20-1124

Adopted Date August 11, 2020

APPROVE APPROPRIATION ADJUSTMENTS WITHIN FACILITIES MANAGEMENT  
#11011600

BE IT RESOLVED, to approve the following appropriation adjustments:

\$21,000.00	from	#11011600-5310	(Vehicles Capital Outlay)
	into	#11011600-5400	(Purchase Services)
\$1,423.80	from	#11011600-5310	(Vehicle Capital Outlay)
	into	#11011600-5855	(Clothing/Personal Equipment)

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

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

Resolution adopted this 11<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Facilities Management (file)

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

# Resolution

Number 20-1125

Adopted Date August 11, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN EMERGENCY SERVICES/  
COMMUNICATIONS CENTER FUND #10112850

BE IT RESOLVED, to approve the following appropriation adjustment:

\$10,000.00 from #11012850-5114 (Overtime)  
into #11012850-5400 (Purchased Services)

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

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

Resolution adopted this 11<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Emergency Services (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 20-1126

Adopted Date August 11, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN WARREN COUNTY GARAGE  
FUND #6619

BE IT RESOLVED, to approve the following appropriation adjustment:

\$500.00	from	#66191110-5114	(Overtime Pay)
	into	#66191110-5910	(Other Expense)

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

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

Resolution adopted this 11<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor              
Appropriation Adj. file  
Garage (file)



# Resolution

Number 20-1127

Adopted Date August 11, 2020

APPROVE CONTRACT BETWEEN CLERMONT COUNTY COMMISSIONERS ON BEHALF OF CLERMONT COUNTY JUVENILE COURT DIVISION AND WARREN COUNTY COMMISSIONERS ON BEHALF OF THE WARREN COUNTY JUVENILE COURT MARY HAVEN YOUTH CENTER DIVISION

BE IT RESOLVED, to approve the contract between Clermont County Juvenile Court and Mary Haven Youth Center to provide placement services from July 1, 2018 thru June 30, 2019. Copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 11<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Clermont County  
Juvenile (file)  
Mary Haven Youth Center (file)  
Clermont County Juvenile Court

**Contract for Residential Treatment Services  
Between the Counties of Warren County, Ohio  
and  
Clermont County, Ohio**

This contract is entered into this 22nd day of July 2020, by and between the Boards of County Commissioners of the Ohio counties of Warren and Clermont (hereinafter referred to as the "Participating Counties") and the Juvenile Divisions of the Court of Common Pleas of the Participating Counties, through their respective judges.

**Whereas**, Clermont County is in need of secure residential treatment services for male juvenile offenders; and

**Whereas**, Mary Haven Youth Center, a division of Warren County Probate/Juvenile Court, has such a program and is willing to provide this service to Clermont County Juvenile Court on a contractual basis. The residents will participate in the Response Ability Pathways (RAP) program. The program encourages an individualized treatment program for each resident. Programming utilized includes Cognitive Behavior Modification, Education, Recreation, and Religious Opportunities. Treatment available to residents includes Counseling, Sex Offender Treatment, Trauma and Grief Component Treatment for Adolescents (TGCTA), and Substance Abuse Treatment.

**Now, Therefore**, the parties mutually agree as follows:

1. Warren County agrees to provide and Clermont County agrees to pay if space is available, a per diem of **\$140.00** per day/per bed.
2. The parties agree the term of said Agreement shall be from **July 1, 2020** through **June 30, 2021**. The parties further agree that the per diem shall be negotiated and calculated annually. The per diem shall be established on or before June 1<sup>st</sup> of each calendar year.
3. The parties herein acknowledge that adjudicated delinquent juvenile(s) will be accepted into the Mary Haven Youth Center only after a thorough assessment has been performed by Mary Haven Youth Center to assure the juvenile(s) meet the criteria for admission/acceptance into the program for residential treatment services.
4. The parties agree that all expenses for any medical, dental, counseling, or any other extraordinary costs which are not provided by the Mary Haven Youth Center as part of the routine services provided shall be paid for by the juvenile's parent/guardian/custodian, their insurance provider or lastly, the Court which placed said juvenile at the Mary Haven Youth Center.
5. Warren County shall prepare a monthly invoice for Clermont County and provide details of attendance with that invoice for the services provided by this Agreement. The payment is to be made from Clermont County in full within thirty (30) days from the date of the invoice. The failure of Clermont County to make timely payments pursuant to this Agreement may result in a suspension or termination of this Agreement and the services provided herein. The payment shall be made payable to Warren County Juvenile Court and mailed to **Warren County Juvenile Justice Center, 900 Memorial Drive, Lebanon, Ohio, 45036**.
6. The parties to this Agreement acknowledge that all juveniles placed at the Mary Haven Youth Center will be required to participate in the programs provided at said facility.
7. The parties acknowledge and agree that Warren County shall provide the educational requirements for all juveniles in the Mary Haven Youth Center and shall prepare and submit invoices for the same to the juvenile's home school district. Clermont County agrees to provide appropriate orders to identify each child's home school district and to establish their responsibility for payment of said child's education.


8. The parties agree that any modification or amendments to this Agreement must be agreed to, in writing, by both parties.

9. The Parties agree that the terms recited herein are the entire Agreement.

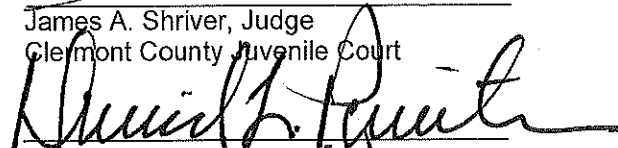
**In Witness Whereof**, the undersigned parties have set their hands to this Agreement and agree to terms and conditions contained herein.

**Approved by:**

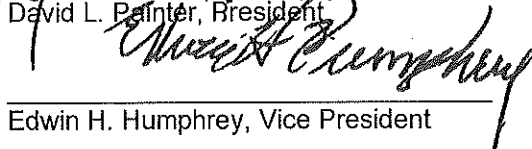
**Clermont County Commissioners:**

  
James A. Shriver, Judge  
Clermont County Juvenile Court

July 8, 2020  
Date

  
David L. Painter, President


22 July 2020  
Date

  
Edwin H. Humphrey, Vice President

7-22-20  
Date


pursuant to and in compliance with House Bill 197 of the 139th Ohio General Assembly  
Claire B. McCort, Director through 12/01/20.

7-22-20  
Date

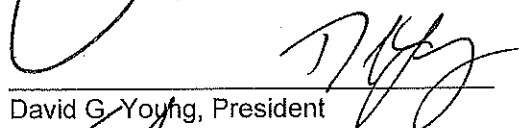
  
Approved as to form only  
Clermont County Prosecutor's Office

6-30-20  
Date

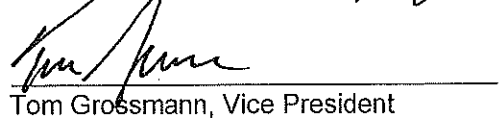
**Warren County Commissioners:**

  
Joseph W. Kirby, Judge  
Warren County Juvenile Court

8.10.20  
Date

  
David G. Young, President

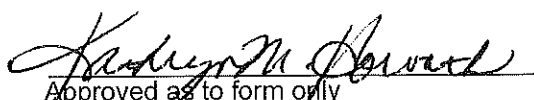
8/11/2020  
Date

  
Tom Grossmann, Vice President

8/11/2020  
Date

Shannon Jones, Member

\_\_\_\_\_  
Date

  
Approved as to form only  
Warren County Prosecutor's Office

7/31/20  
Date

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Clermont

I, James A. Shriver, holding the title and position of Juvenile/Probate Judge at the firm Clermont County Juvenile Court, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

James A. Shriver  
AFFIANT

Subscribed and sworn to before me this 8th day of July 2020

Teresa D. Boothby  
(Notary Public),

Clermont County.

My commission expires Nov 19 2022



**Teresa D. Boothby**  
Notary Public, State of Ohio  
My Commission Expires  
November 19, 2022

**2. IN RE: CLERMONT COUNTY JUVENILE COURT...AMENDMENT #3 TO THE CONTRACT FOR RESIDENTIAL TREATMENT SERVICES BETWEEN THE COUNTIES OF WARREN COUNTY, OHIO, AND CLERMONT COUNTY, OHIO, FOR MALE JUVENILE OFFENDERS...18-0511-008...EXECUTED**

Moved by Commissioner Corcoran, seconded by Commissioner Humphrey, that the Board of County Commissioners approve the following recommendations:

Recommendation of Judge James A. Shriver, Clermont County Juvenile Court, with the concurrence of Thomas J. Eigel, County Administrator, to execute Amendment #3 to the Contract for Residential Treatment Services by and between the Boards of County Commissioners of the Ohio Counties of Warren and Clermont and the Juvenile Divisions of the Court of Common Pleas of Warren and Clermont, through their respective judges, for male juvenile offenders at the Mary Haven Youth Center, a division of Warren County Probate/Juvenile Court, previously ratified by the Board of County Commissioners on 07/12/2017, and subsequently amended on 06/25/2018, and 05/29/2019 for participation in the Response Ability Pathways (RAP) Program, at a rate of \$140.00 per day/per bed, if space is available, effective for the period of 07/01/2020 through 06/30/2021, with all other terms and conditions of the original contract and amendments thereto to remain in full force and effect.

Upon roll call on the foregoing motion, the vote was as follows:

Commissioner Corcoran, Yes; Commissioner Humphrey, Aye; Commissioner Painter, Yes.

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 20-1128

Adopted Date August 11, 2020

APPROVE AND AUTHORIZE THE BOARD TO ENTER INTO LICENSE AGREEMENT WITH FIDLAR TECHNOLOGIES ON BEHALF OF THE WARREN COUNTY RECORDER

BE IT RESOLVED, to approve and authorize the Board to execute a license agreement with Fidlar Technologies on behalf of the Warren County Recorder. Copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 11<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tad

cc: C/A—Fidlar Technologies  
Recorder (file)



**Warren County, Ohio**  
Bastion Service License Agreement



---

**Greg Sullivan**  
July 29, 2020



## **BASTION SOFTWARE LICENSE AGREEMENT**

(Ver. 1.9)

This Agreement is made effective as of July 10, 2020 by and between: Fidlar Technologies, with its principal place of business at 350 Research Parkway, Davenport, Iowa 52806 (herein "Fidlar"), and the Warren County, OH Recorder with its principal place of business at 406 Justice Drive, Lebanon, OH 45036 (herein "County").

### **1. DEFINITIONS**

(a) Software – the computer program, procedures, rules and associated documentation concerned with the operation of a data processing computer system, in computer readable form, furnished by Fidlar to County, including related supporting materials such as instruction manuals, which provides for the electronic replication of each document recorded in County's real estate records using another Fidlar software program, and the electronic delivery of such electronic copy to a location separate from County's offices.

(b) Acceptance – The Software shall be deemed accepted by County at the conclusion of installation and testing of the Software and completion of the training period, provided the Software performs in accordance with its written documentation, unless County notifies Fidlar of a material problem with the Software within 30 days of completion of installation, testing, and training. FIDLAR will use its best efforts to correct such problems; otherwise, County will be conclusively presumed to have accepted the hardware and software upon completion of installation and testing.

### **2. GRANT OF LICENSE**

Subject to the payment of the license fees to Fidlar as provided herein, Fidlar hereby grants to County, and County hereby accepts a personal, non-exclusive, non-transferable license to use, copy and install the Software during the term of this Agreement, subject to the limitations, terms and conditions of this Agreement and to use the documentation therefore during the term hereof in support of the use of the Software.

This License and the applicable Software may not be assigned, sub-licensed, or otherwise transferred without prior written consent from Fidlar, provided, however, that County may assign this License to a successor to its governmental operations. Any attempted assignment, sublicense, or transfer of this License by County or its permitted assignee to other than a successor to its governmental operations shall be void and shall immediately terminate this License.

### **3. DELIVERY, INSTALLATION AND USE**

County shall use the Software in connection with its governmental operations. Fidlar will deliver the Software to County and install the Software at County's location listed above, hereto. County and its permitted assignees may install and use the Software in any new





location if it moves to a different location. Fidar will use its best efforts to correct any problems of which it is notified by County within 30 days of completion of installation, testing, and training. County is exclusively responsible for the supervision, management, and control of its use of the Software.

#### **4. OWNERSHIP, REPRODUCTION AND DISCLOSURE**

(a) The Software is licensed, not sold and remains the property of Fidar. County obtains no rights other than those granted under this Agreement. County shall not reverse engineer, disassemble or decompile the Software.

#### **5. TERMINATION OF LICENSE**

(a) The term of this license shall be for a two year period and this shall be the initial term, thereafter, the license shall automatically extend for one year periods, after the initial term either party may terminate this license by providing 6 months advanced written notice to the other party. Further, either party may terminate the license if the other party breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice from the non-breaching party. Nothing in this sub-section 6(a) is intended to preclude Fidar from seeking immediate appropriate injunctive relief in the event of any violation of Fidar's intellectual property rights.

(b) Upon termination of the license, County shall immediately cease use of the Software and shall, within ten (10) days following termination, return the original Software and all copies thereof, or with Fidar's written consent, destroy the original Software and associated documentation and certify in writing to Fidar that all copies of the Software and documentation have been destroyed.

#### **6. WARRANTY, WARRANTY DISCLAIMER AND INFRINGEMENT**

(a) Warranty. **The following warranties are in lieu of all warranties, express, implied, or statutory, including but not limited to, any implied warranties of merchantability and fitness for a particular purpose and of any other warranty obligation on the part of Fidar. There are no warranties that extend beyond the description on the face hereof.**

(i) Fidar warrants that the Software is properly licensed and that Fidar otherwise has the right to distribute the Software in accordance with this Agreement.

(ii) Fidar further warrants that the media in which the Software is delivered to County is undamaged and free from mechanical defects.

(b) No Other Warranties. Fidar makes no other warranties with respect to the Software, except as set forth above. FIDLAR DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND PROMISES, EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER WARRANTY OBLIGATION ON THE PART OF



FIDLAR WITH RESPECT TO THE SOFTWARE. FIDLAR DISCLAIMS ALL LIABILITIES OR OBLIGATIONS FOR DAMAGES INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, SUCH AS INTERRUPTION OF BUSINESS OR ANY LOSS OF BUSINESS OR PROFITS, LOSS DUE TO PERSONAL INJURY, OR HARM TO PROPERTY, OR ANY EXPENSE EXPERIENCED BY COUNTY ARISING OUT OF ANY DEFECTS IN OR FAILURE OR INADEQUACY OF PERFORMANCE OF THE SOFTWARE FURNISHED BY FIDLAR HEREUNDER.

## **7. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY**

(a) **Limitation of Liability.** Even if Fidlar has been advised of the possibility of such claims, demands, or damages, in no event shall Fidlar be liable to County for the following: any incidental, special, exemplary, or consequential damages; any loss of profits or confidential or other information; business interruption, personal injury, any loss of privacy for failure to meet any duty including of good faith or of reasonable care, any negligence or negligent misrepresentation, and any other pecuniary or other loss whatsoever, even in the event of the fault of Fidlar (or any supplier), of tort (including negligence), strict or product liability, breach of contract or breach of warranty.

(b) **Exclusive Remedy.** County's exclusive remedy against Fidlar for any breach of warranty under this Agreement is limited to repair, replacement or refund with respect to the item in question. County will only be entitled to the direct damages that County actually incurs in reasonable reliance, up to the amount of a refund of the license fees (plus sales tax) that County paid for the Software. The limitations and exclusions regarding damages will apply even if any remedy fails.

## **9. STORAGE FACILITY**

The purpose of the AVID Bastion Hosting Service is to store the official public record of the County's real estate records at a location physically separate from the County's location. The cost above covers the hardware costs, software costs (such as Operating System Licenses, Microsoft SQL Server Core Licenses, Backup Software Licenses, VM Ware Software Licenses, etc.), environmental maintenance, and digital backups of all critical components of the Warren County Recorder's Land Records System at the primary data center.

This service also covers a replicated copy of your hosted production system. Hardware based mirroring of your Virtual Machine Operating Systems, SQL Databases, and digital scanned images will occur daily. In the event of a disaster in our primary data center your backup recovery data center will be operational within hours.




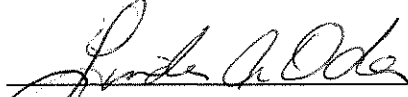
Warren, OHIO Bastion Service License Agreement Ver. 1.9

This Software License Agreement was executed to be effective as of the date set forth above. Each person signing below represents that he or she has read this Agreement in its entirety including any and all Attachments; understands its terms; is duly authorized to execute this Agreement on behalf of the party indicated below by his or her name; and agrees on behalf of such party that such party will be bound by the terms hereof.

FIDLAR TECHNOLOGIES

WARREN COUNTY, OH RECORDER

By: 

By: 

Print Name: Adam Watkins

Print Name: Linda A Ode

Title: Vice President

Title: Recorder

Date: 8/5/20

Date: 8/6/2020


WARREN COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
President/Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resolution No.

**APPROVED AS TO FORM**



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



**SCHEDULE A  
Software/ Services Pricing & Payment**

**BASTION SERVICE DESCRIPTION**

Bastion replaces the need for an onsite server infrastructure within your office for Fidler's AVID Land Records software. The hosted infrastructure that Bastion provides alleviates the need and cost of an onsite application server, obligatory software licensing fees, and backup procedures traditionally required with a localized technical operation.

Security measures are heightened with a secondary, off-site repository that backs up the hosted servers, ensuring the safekeeping of county data in the event of a disaster. If Bastion's primary server environment were ever jeopardized, the secondary retention facility will have your office resuming activity within hours.

Internet speeds at the County office will need to be a minimum of 10 Mbps download and upload in order for Bastion to function properly.

**BASTION INTEGRATION** (One Time Purchase): **\$5,000.00**

**STORAGE COSTS**

With the implementation of various projects and software packages, your quarterly storage costs can have a tendency to fluctuate from one price range to another. Projects such as media conversions and software such as iNSPECT or shadow tables can impact sizes. You will be invoiced on actual space utilized for each quarter.

**BASTION PRICING MODEL FOR WARREN COUNTY**

<b>Documents Per Day</b>	<b>Documents Per Year</b>
<b>180</b>	<b>45,000</b>
<b>DB Size Range</b>	
751 - 800 GB	\$30,000.00
<b>801 - 850 GB</b>	<b>\$31,800.00</b>
851 - 900 GB	\$33,600.00
901 - 950 GB	\$35,400.00

The current size of the Warren County repository is approximately 827 GB. As the image and AVID databases fluctuate, growing or shrinking, quarterly pricing may adjust to match the table listed above.

Total Current Quarterly Charge: \$7,950 (Based on an Annual Charge of \$31,800)



**PAYMENT MILESTONES**

One-time purchase and first Quarterly charge will be due upon completion of integration of Bastion.

Taxes

Charges are exclusive of all federal, municipal, or other government excise, sales, use, occupational, or like taxes now in force or enacted in the future with the exception of taxes on net income and, therefore, are subject to an increase equal in amount to any tax Fidlra may be required to pay upon the license, sale or delivery of the product purchased. **Note: Prices quoted herein are guaranteed for thirty (30) days. After that time, prices may change without notice.**

COUNTY REPRESENTS THAT SCHEDULE 'A' HAS BEEN READ:

FIDLAR TECHNOLOGIES

WARREN COUNTY, OH RECORDER

By: Adam [Signature]

By: [Signature]

Print Name: Adam Watkins

Print Name: Linda A. Ode

Title: Vice President

Title: Recorder

Date: 8/5/20

Date: 8/6/2020

WARREN COUNTY  
BOARD OF COMMISSIONERS

[Signature]  
President/Vice President

8/11/2020  
Date

20-1128  
Resolution No.

**APPROVED AS TO FORM**

[Signature]  
Adam M. Nice  
Asst. Prosecuting Attorney



# Resolution

Number 20-1129

Adopted Date August 11, 2020

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Tiffany Zindel, County Administrator, to sign on behalf of this Board of County Commissioners.

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

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

Resolution adopted this 11<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners file

## REQUISITIONS

Department	Vendor Name	Description	Amount
TEL	CDW LLC	DATA STORAGE UNITS/NIMBLE REPLICATION	\$ 84,184.65
FAC	BUCKEYE POWER SALES CO INC	GENERATOR MAINTENANCE	\$ 8,933.00
CSE	OHIO CSEA DIRECTORS ASSOC	CLEAR LOCATION SERVICES	\$ 1,200.00
ENG	REQ BLANKET	TEMP ENT OREGONIA RD STREAM REALIGNMENT PROJ	\$ 1.00

## PO CHANGE ORDER

Department	Vendor Name	Description	Amount
GRA	URBAN INSTITUTE	COAP CARE PROJECT	\$ 34,040.25 INCREASE

8/11/2020 APPROVED:



Tiffany Zindel, County Administrator

# Resolution

Number 20-1130

Adopted Date August 11, 2020

CONTINUE PUBLIC HEARING FOR THE REZONING APPLICATION OF CREEK SONG LLC TO REZONE 70.39 ACRES FROM PLANNED UNIT DEVELOPMENT "PUD" TO PLANNED UNIT DEVELOPMENT "PUD"

BE IT RESOLVED, to continue the public hearing to consider the rezoning application of Creek Song LLC to rezone 70.39 acres from Planned Unit Development "PUD" to Planned Unit Development "PUD"; said public hearing to be continued to September 15, 2020, at 9:15 a.m. in the Commissioners' Meeting Room; and

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

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

Resolution adopted this 11<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RPC  
RZC  
Rezoning file  
Applicant  
Township Trustees



# Resolution

Number 20- 1131

Adopted Date August 11, 2020

CONTINUE ADMINISTRATIVE HEARING TO CONSIDER THE PUD PRELIMINARY SITE PLAN (STAGE 2) APPLICATION FOR CREEK SONG LLC IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, to continue the administrative hearing to consider the PUD Preliminary Site Plan (Stage 2) application of Creek Song LLC in Turtlecreek Township; said administrative hearing to be continued to September 15, 2020, at 9:45 a.m. in the Commissioners' Meeting Room.

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

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

Resolution adopted this 11<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RPC  
RZC  
Rezoning file  
Applicant  
Township Trustees

# Resolution

Number 20-1132

Adopted Date August 11, 2020

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH LONG COVE ACQUISITION PARTNERS, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN LONG COVE, PHASE 7 SITUATED IN DEERFIELD 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	:	20-017 (P/S)
Development	:	Long Cove, Phase 7
Developer	:	Long Cove Acquisition Partners, LLC
Township	:	Deerfield
Amount	:	\$35,938.76
Surety Company	:	Huntington Bank – Cashier Check #2014046603

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

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

Resolution adopted this 11<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Developer  
OMB – S. Spencer  
Engineer (file)  
Bond Agreement file

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

**STREETS AND APPURTENANCES  
(including Sidewalks)**

Security Agreement No.

20-017 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Long Cove Acquisition Partners, 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 Long Cove Subdivision, Section/Phase 7 (3) (hereinafter the "Subdivision") situated in \_\_\_\_\_ (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 171458, and that the Improvements that have yet to be completed and approved may be constructed in the sum of 27645120; 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 3593876 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 1 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 34,291,60 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:

LongCove Acquisition Partners LLC  
7556 Central Park Blvd  
Mason OH 45040

Ph. (513) 310 - 5923

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 #** 2014046603)

**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: Chad Sertz  
 PRINTED NAME: Chad Sertz  
 TITLE: Director  
 DATE: Aug 5 2010

**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 20-1032, dated 8/11/2020  
1132

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: David G Young

TITLE: President

DATE: 8/11/2020

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

CASHIER'S CHECK  
The Huntington National Bank - Branch 031975  
Columbus, Ohio 43219



No. 2014046603

Remitter LONG COVE ACQUISITION PARTNERS LLC

Date 08/06/2020

Pay Thirty Five Thousand Nine Hundred Thirty Eight Dollars & 76/100 \$ **\*\* 35,938.76 \*\***

To the Order Of  
BOARD OF WARREN COUNTY COMMISSIONERS/SEC

Drawer: The Huntington National Bank  
Columbus, Ohio 43219

DRAWEE: The Huntington National Bank  
Columbus, Ohio 43219

By Blair Myers  
Authorized Signer

⑈ 2014046603⑈ ⑆044000024⑆ 01892517247⑈

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Security Features Included Details on back

# Resolution

Number 20-1133

Adopted Date August 11, 2020

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH LONG COVE ACQUISITION PARTNERS, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN LONG COVE SUBDIVISION, PHASE 7 SITUATED IN DEERFIELD TOWNSHIP

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

## SECURITY AGREEMENT

Bond Number	:	20-017 (W/S)
Development	:	Long Cove Subdivision, Phase 7
Developer	:	Long Cove Acquisition Partners, LLC
Township	:	Deerfield
Amount	:	\$10,092.00
Surety Company	:	Huntington Bank - Cashier's Check #2014046602

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

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

Resolution adopted this 11<sup>th</sup> day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Long Cove Acquisition Partners, 7556 Central Park Blvd, Mason, OH 45040  
OMB – S. Spencer  
Water/Sewer (file)  
Bond Agreement file

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

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

20-017 (4/16)

This Agreement made and concluded at Lebanon, Ohio, by and between Long Cove Acquisition Partners, 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 Long Cove Subdivision, Section/Phase 7 (3) (hereinafter the "Subdivision") situated in Deerfield (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 100,092, and that the Improvements that have yet to be completed and approved may be constructed in the sum of 0; and,

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

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

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within \_\_\_\_\_ 1 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of 10,092 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:

Long Cove Acquisition Partners  
7556 Central Park Blvd,  
Mason Ohio 45040

Ph. (513) 310 - 5923

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 #** 2014046600)

**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: *Rick Seitz*

PRINTED NAME: Rick Seitz

TITLE: Director

DATE: \_\_\_\_\_

**SURETY:**

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

SIGNATURE: *NA*

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 20-1133, dated 8/11/2020

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**


SIGNATURE: 

PRINTED NAME: David H. Young

TITLE: President

DATE: 8/11/2020

**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

CASHIER'S CHECK

The Huntington National Bank - Branch 031975  
Columbus, Ohio 43219



No. 2014046602

Date 08/06/2020

Remitter LONG COVE ACQUISITION PARTNERS LLC

Pay Ten Thousand Ninety Two Dollars & 00/100 \$ \*\* 10,092.00 \*\*

To the Order Of  
BOARD OF WARREN COUNTY COMMISSIONERS/ SEC

Drawer: The Huntington National Bank  
Columbus, Ohio 43219

DRAWEE: The Huntington National Bank  
Columbus, Ohio 43219

By Blair Myers  
Authorized Signer

⑈ 2014046602⑈ ⑆044000024⑆ 01892517247⑈

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