

Resolution

Number 17-1323

Adopted Date August 29, 2017

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR RACHEL BROCKHUIS WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Rachel Brockhuis, Eligibility Referral Specialist II within the Warren County Department of Job and Family Services, Human Services Division, has successfully completed a 365-day probationary period, effective September 1, 2017; and

NOW THEREFORE BE IT RESOLVED, to approve Rachel Brockhuis' completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$15.07 per hour effective pay period beginning September 2, 2017.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 29th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
R. Brockhuis' Personnel File
OMB – Sue Spencer

Resolution

Number 17-1324

Adopted Date August 29, 2017

ACCEPT RESIGNATION OF STEVENSON LONG, EMERGENCY COMMUNICATIONS CALL TAKER, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE SEPTEMBER 2, 2017

BE IT RESOLVED, to accept the resignation, of Stevenson Long, Emergency Communications Call Taker, within the Warren County Emergency Services Department, effective September 2, 2017. Copy of letter of resignation attached hereto and made a part hereof.

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

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

Resolution adopted this 29th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 17-1325

Adopted Date August 29, 2017

ACCEPT RESIGNATION OF ADAM JONES, EXECUTIVE DIRECTOR, WITHIN THE WORKFORCE INVESTMENT BOARD, BUTLER/CLERMONT/WARREN COUNTIES, EFFECTIVE SEPTEMBER 5, 2017

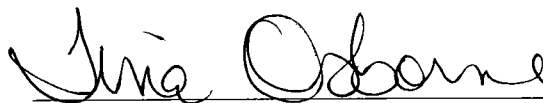
BE IT RESOLVED, to accept the resignation, of Adam Jones, Executive Director, within the Workforce Investment Board, Butler/Clermont/Warren Counties, effective September 5, 2017. Copy of letter of resignation attached hereto and made a part hereof.

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

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

Resolution adopted this 29th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Workforce Investment Board (file)
Adam Jones' Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 17-1326

Adopted Date August 29, 2017

ACCEPT RESIGNATION OF BRIAN HANEY, DATA TECHNICIAN II, WITHIN THE TELECOMMUNICATIONS DEPARTMENT, EFFECTIVE SEPTEMBER 8, 2017

BE IT RESOLVED, to accept the resignation of Brian Haney, Data Technician I, within the Telecommunications Department effective September 8, 2017, copy of letter of resignation attached hereto and made a part hereof.

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

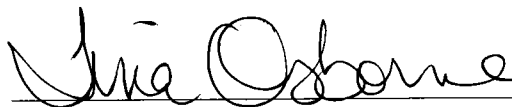
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 29th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 17-1327

Adopted Date August 29, 2017

ACCEPT RESIGNATION OF BRYANT PRESLEY, PROTECTIVE SERVICES
CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND
FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE AUGUST 24, 2017

BE IT RESOLVED, to accept the resignation of Bryant Presley, Protective Services Caseworker I,
within the Warren County Department of Job and Family Services, Children Services Division,
effective August 24, 2017, copy of letter of resignation attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 29th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
Bryant Presley's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 17-1328

Adopted Date August 29, 2017

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

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

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Protective Services Caseworker I or II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning August 30, 2017.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 29th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

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

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

Resolution

Number 17-1329

Adopted Date August 29, 2017

ACCEPT RESIGNATION OF BURGANDIE LEWIS, ALTERNATIVE RESPONSE CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE AUGUST 31, 2017

BE IT RESOLVED, to accept the resignation of Burgandie Lewis, Alternative Response Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, effective August 31, 2017, copy of letter of resignation attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 29th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
Burgandie Lewis' Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 17-1330

Adopted Date August 29, 2017

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

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

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Alternative Response Caseworker I or II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning August 30, 2017.

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

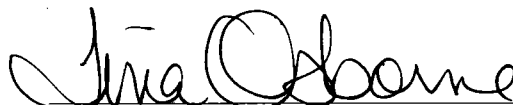
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 29th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

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

Resolution

Number 17-1331

Adopted Date August 29, 2017

AUTHORIZE COUNTY ADMINISTRATOR TO SIGN SETTLEMENT AGREEMENT ON BEHALF OF THE WARREN COUNTY BOARD OF COMMISSIONERS AND WARREN COUNTY DISPATCH ASSOCIATION AND DOUG SHORT, EMERGENCY COMMUNICATIONS OPERATOR

WHEREAS, Mr. Short was facing disciplinary allegations and a pre-disciplinary conference was scheduled for conduct that occurred on July 26, 2017; and

WHEREAS, all parties have reached a settlement agreement regarding disciplinary allegations for conduct that occurred on July 26, 2017; and

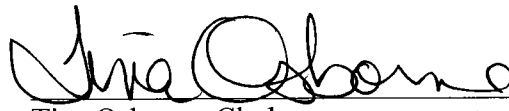
NOW THEREFORE BE IT RESOLVED, to authorize County Administrator to sign a settlement agreement on behalf of the Warren County Board of Commissioners and Warren County Dispatch Association and Doug Short, Emergency Communications Operator; as attached hereto and made a part hereof.

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

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

Resolution adopted this 29th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Warren County Dispatch Association
c/a – Doug Short
D. Short's Personnel File
Emergency Services (file)
OMB- Sue Spencer

Resolution

Number 17-1332

Adopted Date August 29, 2017

APPROVE RECLASSIFICATION OF MICHAEL STERN FROM CUSTOMER ADVOCATE I TO THE POSITION OF SUPERVISOR WITHIN WARREN COUNTY OHIOMEANSJOBS

WHEREAS, the Interim Director has indicated that Mr. Stern performs the essential functions of a Supervisor and desires to reclassify him to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Michael Stern from the position of Customer Advocate I to Supervisor, within Warren County OhioMeansJobs, non-exempt, pay range #17, \$17.70 per hour, effective pay period beginning September 2, 2017.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 29th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: OhioMeansJobs (file)
M. Stern's Personnel file
OMB-Sue Spencer

Resolution

Number 17-1333

Adopted Date August 29, 2017

ENTER INTO CONTRACT WITH SUNESIS CONSTRUCTION COMPANY FOR THE FY2017 WARREN COUNTY AIRPORT –JOHN LANE FIELD RUNWAY REHAB AND WIDENING PROJECT

BE IT RESOLVED, to enter into contract with Sunesis Construction Company, 2610 Crescentville Road, West Chester, Ohio for the FY2017 Warren County Airport—John Lane Field Runway Rehab and Widening Project for a total cost of \$2,109,964.79.

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

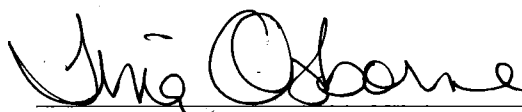
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 29th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: C/A—Sunesis Construction Co.
Airport Authority (file)
Jeff Kramer, Stantec
Al Wolfson, Secretary/Treasurer AAB
OMB Bid file

AGREEMENT

This Agreement, made and entered into this 29 day of August, 2017, by and between the Board of Commissioners of the Warren County, 406 Justice Drive, Lebanon, Ohio 45036, acting by and through its President, pursuant to Motion passed by at least a majority vote of its members on 8/29/17, hereinafter designated the OWNER, and Sunesis Construction Co., located at 2610 Crescentville Road, West Chester, Ohio 45069, hereinafter designated the CONTRACTOR, acting through its President pursuant to an authorizing corporate resolution. (title)

WITNESSETH:

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

The CONTRACTOR, in consideration of payment at the unit prices submitted in their Proposal dated June 23, 2017 (the total of which is estimated to be \$2,109,964.79), to be paid by OWNER to CONTRACTOR, shall and will at its own cost and expense furnish all the labor, materials, tools and equipment to complete the items of work required for the following project: 2017 Improvements To Warren County Airport - John Lane Field (Section "A" and Section "B"), in accordance with the Plans and with the Specifications and Contract Documents dated April 2017 prepared by Stantec Consulting Services Inc. (attached to and included as part of this Agreement). Final payment will be determined by the sum of the unit prices multiplied by the actual approved number of units for each item of work stipulated, and may be more or less than the total amount estimated above.

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

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

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

6. Changes in the Scope of Work, except deletions of Work to be performed, may only be accomplished by a written change order/amendment signed by both OWNER and CONTRACTOR that will set forth the adjustment in price which will result from the amendment. There will be no oral amendments or understandings binding on either party, nor will either party be liable for breach for failure to abide by an oral amendment/change order alleged to exist.
7. For and during the term of this Agreement, CONTRACTOR shall maintain liability insurance in the amount specified in the Contract Documents.
8. This Agreement will be binding on and shall inure to the benefit of the successors and assigns of the parties hereto. This Agreement contains all of the terms, conditions, and representations between the parties hereto unless otherwise specifically set forth herein. This Agreement shall not be amended or supplemented except as may be done in writing and signed by the parties hereto.
9. This Agreement shall be governed by the laws of the State of Ohio. All claims, counterclaims, disputes, interpretations, and other matters in question between OWNER, its agents and employees, and CONTRACTOR arising out of or relating to this Agreement or its breach shall exclusively be the Warren County, Ohio Court of Common Pleas, and CONTRACTOR waives the right to remove or initiate any action in any federal court.
10. The remedies reserved in this Agreement are cumulative and in addition to any remedies provided for in law or equity. No waiver of the breach of any term of this Agreement on any occasion will constitute a waiver of any other provision, any future breach of the same provision, nor constitute a course of dealing contrary to the terms of this Agreement.
11. All notices and other communications required or authorized must be given either in writing or by personal delivery or by registered mail addressed to the respective party at the address indicated at the beginning of this agreement.
12. The Contractor understands and agrees that time is of the essence for completion of the Project and that the Owner will suffer additional expense and financial loss if said Project is not completed within the agreed upon Contract Time. Furthermore, the Contractor and Owner recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such documentation of loss, the Contractor expressly agrees to pay the Owner as liquidated damages the non-penal sum of \$1,000 per day for each calendar day in excess of the authorized Contract Time that work remains incomplete. In addition, the Contractor understands and agrees that:
 - a. the Owner has the right to deduct from any moneys due the Contractor the amount of said liquidated damages; and
 - b. the Owner has the right to recover the amount of said liquidated damages from the Contractor, Surety, or both.

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

Attest:

[Signature]
Deputy Clerk

WARREN COUNTY BOARD OF COMMISSIONERS
(OWNER)

By: [Signature]
Name: Tom Grossmann
Title: President
Date: 8/29/17

[Signature]
Deputy Clerk

By: [Signature]
Name: David G Young
Title: Vice President
Date: 8/29/17

[Signature]
Deputy Clerk

By: [Signature]
Name: Shannon Jones
Title: Commissioner
Date: 8/29/17

SUNESIS CONSTRUCTION CO. (CONTRACTOR)

Joseph M. DeGano
Secretary-Treasurer

By: [Signature]
Name: Richard E. Jones, Jr.
Title: President
Date: August 7, 2017

Resolution

Number 17-1334

Adopted Date August 29, 2017

ENTER INTO CONTRACT WITH MILLER MASON PAVING COMPANY FOR THE 2017 CHIP SEAL PROJECT

WHEREAS, pursuant to Resolution #17-1270, adopted August 15, 2017, this Board approved a Notice of Intent to Award Contract for the 2017 Chip Seal Project to Miller Mason Paving Company, for a total bid price of \$443,002.00. The Warren County Engineer's portion of the total bid price is \$174,495.77. The remaining portion of the total bid will be the responsibility of Harlan, Massie, Wayne, and Washington townships; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Miller Mason Paving Company, 8591 Mad River Road, Hillsboro, Ohio, for said project, for a total contract price of \$443,002.00. The Warren County Engineer's portion of the total bid price is \$174,495.77. The remainder portion of the total bid will be the responsibility of Harlan, Massie, Wayne and Washington townships; as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 29th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

EH\

cc: c/a—Miller Mason Paving Company
Engineer (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 29 day of August, 2017, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and Miller Mason Paving Company, 8591 Mad River Road, Hillsboro, Ohio, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

2017 CHIP SEAL PROJECT

hereinafter called the project, for the sum of \$443,002.00 (Four hundred forty three thousand and two dollars), and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

- Proposal Price (Bid) Sheet
- Exception Sheet
- Bidder Identification
- A) Invitation to Bidders
- B) General Instruction to Bidders
- C) Noncollusion Affidavit
- D) Bid Guaranty & Contract Bond
- E) Performance Bond
- F) Contract
- G) Bonding & Insurance Requirements
- H) Experience Statement
- I) Affidavit of Non-Delinquency of Real and/or Personal Property Tax
- J) Equal Employment Opportunity Requirements, Bid Conditions and Non-discrimination and Equal Employment Opportunity Affidavit
- K) Findings for Recovery Affidavit Wage Rate Determination
- L) Wage Rate Determination
- M) Special Provision/Technical Specifications

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project by September 29, 2017. The Contractor further agrees to pay, as liquidated damages, the sum of \$600.00 for each consecutive calendar day thereafter.

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

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

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorneys fees, litigation expenses, suits at law or in equity, causes of

action, actions, damages, and obligations arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by CONTRACTOR, its agents, employees, licensees, consultants or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

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

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

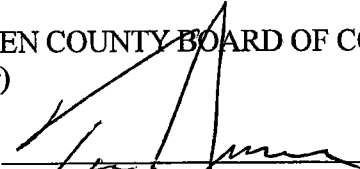
This CONTRACT shall be construed under the laws of the State of Ohio, and the parties hereby stipulate to the venue for any and all claims, disputes, interpretations, litigation of any kind arising out of this Contract being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties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

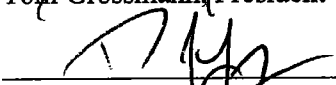
This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

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

WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)


Tom Grossmann, President


David G. Young

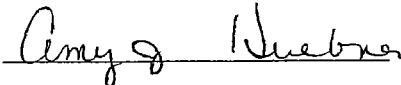

Shannon Jones

ATTEST:


Name


(Seal)

ATTEST:


Name

By:

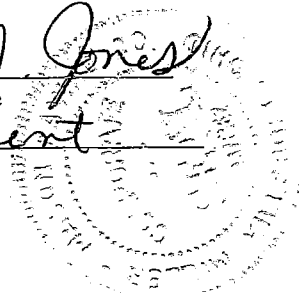
Miller Mason Paving Company
(Contractor)


Name and Title

President

Approved as to Form:


Name



Resolution

Number 17-1335

Adopted Date August 29, 2017

APPROVE THE DESTRUCTION OF THE FOLLOWING WARREN COUNTY SHERIFF'S OFFICE EQUIPMENT

WHEREAS, the Warren County Sheriff's Office has determined there is no longer any service left in the following:

- Broken black office chair
- 22 total old, unused, broken, outdated, Python radar counting units, serial#'s: PYT546006856, PYT846001463, PYT546002358, PYT846000783, PYT846001464, PYT846001469, PYT546002356, PYT546005973, PYT546001316, PYT546002355, PYT380001591, PYT546000474, PYT546003335, PYT546000473, PYT546002352, PYT546005131, PYT546005975, PYT331000335, PYT846001470, PYT846000319, PYT846000317, PYT846001468. None of these can be calibrated any longer.
- 33 total old, unused, broken, outdated Python radar antennas, serial#'s: PYT855001506, PYT315008783, PYT315015122, PYT315004454, PYT831000860, PYT831001612, PYT855001512, PYT855002117, PYT831002306, PYT831001608, PYT831001606, PYT315008785, PYT855000328, PYT315004789, PYT315004464, PYT831002303, PYT855000327, PYT315005494, PYT831001614, PYT315005092, PYT315015124, PYT855001510, PYT315008777, PYT315002023, PYT315016682, PYT315016685, PYT315015125, PYT315013653, PYT315016677, PYT831000336, PYT855004359, PYT855001513, PYT831001611
- 13 associated radar mounts – do not fit current Stalker radars, cannot use
- 13 Python radar remotes – no longer of use due to radars no longer useable

WHEREAS, the Warren County Sheriff's Office plans to dispose of the items properly; and


NOW THEREFORE BE IT RESOLVED, to dispose of the above listed property.

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

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

Resolution adopted this 29th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Sheriff (file)
Auditor – B. Quillen

Resolution

Number 17-1336

Adopted Date August 15, 2017

AUTHORIZE PRESIDENT OF BOARD TO SIGN THE TASK COMPLETION REPORT WITH TRITECH SOFTWARE SYSTEMS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified and recommended that the Board of County Commissioners sign the TriTech Software Systems Task Completion Report 43; and

NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the TriTech Software Systems Task Completion Report 43 acknowledging completion of Output Designer Class and verification listing training items completed; as attached hereto and made a part hereof.

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 29th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: C/A – TriTech Software Systems
Telecom (file)

Warren County Sales Order 6395 Task Completion Report 43

Effective Date: 08/15/2017

The purpose of the Task Completion Report (this "Document") is to document the mutual agreement between TriTech and the Client on the items listed in this report, in reference to CAD/Mobile/RMS/Jail Implementation Project for the Warren County – Sales Order 6395.

Acknowledgement: Output Designer Class August 8-10, 2017 Trittech Resource: Marci James

There is no Statement of Work reference as the resource time for this class was provided by TriTech

The following items were covered in the Output Designer class and verbally acknowledged as completed by the client group:

- **Virtual Folders / Locations**
- **Web db Server**
- **IIS Server**
- **Local Machine**
- **Required Windows Access**
- **Virtual Folders**
- **Browsing Rights**
- **RMS Web Servers / Report Manager (SSRS)**
- **Report Manager Access**
- **Local Machine download / access permissions**
- **Web db Server (RDP) download / access permissions**
- **Accessing Report Manager (SSRS) Directories**
- **Navigating to the Reports Folder**
- **Report Folders**
- **TriTech Folder**
- **System Folder**
- **Agency Folder**
- **Default Report Types**
- Output Designer – XML Report Generator**
- **General Functionality**
- **DataSource Info**
- **Agency Selection**
- **Module Selection**
- **Template Retrieval**
- **.XML Export**
- Output Designer – XML File Management**
- **Virtual Folder Access / Storage**
- **XML Virtual Folder Path**
- **Report Datasource Requirements**
- **Report Dataset Requirements**
- **XML Update / Refresh**
- **DataSource Info**

22AUG 8:20AM

Output Designer – SSRS Report Generation

- **Creating a Report**
- o **Copying a Default Report**
- o **Creating a Blank New Report**
- **Datasource Information / Properties**
- o **Creating a Data Set**
- o **Modifying the Data Source**
- **Development: Virtual Folder Path**
- **Production: [@ReportDataSource] parameter**
- o **Testing the Connection**

Output Designer – SSRS Report Generation

- **Dataset Information / Properties**
- o **Fields**
- o **Creating a Data Set**
- o **Query Type / Structure; example:**
- **<Query><ElementPath>Data/Case</ElementPath></Query>**
- **Report Layout**
- o **Inserting Tables**
- o **Inserting Textboxes**
- o **Adding Dataset Elements to Report**
- **Testing Report in SSRS**
- o **Run Mode**
- **Preparation for Production**
- o **Change Connection String**
- o **Credentials**
- **Best Practices**
- o **Build and Test in Non-Production Environment**
- o **Summary Template Requirements**

Output Designer – SSRS Report Generation (Cont)

- **Associating the SSRS Report to a Data Entry Template**
- o **Data Entry Designer**
- **Summary Report**
- **Officer Report**
- **Create New Paper Type – RMS Web**
- o **Enter Sample Data**
- o **View SSRS Report**

Output Designer – Form Development

- **Hands-on Activity**
- Review of Day's Progress/Questions**
- Codes vs. Descriptions**
- **Date / Time**
- **Checkboxes**
- **Expressions**

Approval of this Task Completion Report does not generate an invoice related to this Project.

The Client is responsible to approve this Task Completion Report within 10 business days, or provide a written notification to TriTech detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

Please sign, scan and return this document to TriTech via e-mail PDF attachment to Jameson Gartner (jameson.gartner@tritech.com)

Approvals

Client Project Manager Print Name: Tam Grossmann

Signature: [Signature]

Date: 08/24/17

TriTech Project Manager Print Name: Jameson Gartner

Signature: [Signature]

Date: 08/15/2017

COURSE: Inform RMS Output Designer Workshop Agenda

INSTRUCTIONAL UNIT:

INSTRUCTOR: Marci James
Business Analyst
601.447.3993
marci.james@tritech.com

DURATION: 3 days (24 days)

DESCRIPTION AND GOAL

- **Templates must be completed before this class is conducted.**
- Provide an overview of the RMS Output Designer
- Provide hands on training in accessing and navigating the SSRS Report Manager module
- Provide hands on training to display the following formatting:
 - Checkboxes
 - Dates/Times
 - Codes and Descriptions
 - Narratives
 - Header/Images

TARGET AUDIENCE

This workshop should be attended by agency and/or IT personnel who have a solid knowledge and understanding of SSRS Reporting tools and are capable of building SSRS output reports.

Required Client Attendees:

IT resource(s) who have access to the RMS Web database server that can a virtual folder in IIS and has the authority to grant user access to the Report Writer (SSRS) module. In addition, the IT resource(s) should have the ability to troubleshoot any network access issues that arise during the Output Designer workshop.

CLASSROOM AND COURSE MATERIALS

Instructor and students will need access to RMS workstation.

Trainee: RMS, Projector, Internet Access, training handouts

Instructor: RMS

Lunch: 1.25 hour will be allocated each day for lunch. Attendees will be responsible for providing their own lunch.

Breaks: Short Morning and Afternoon breaks as needed.

RECOMMENDED CLASS SIZE

The recommended class size for this training course is 5 people.

LEARNING OBJECTIVES

Upon completion of this section of training, the participant will be able to demonstrate:

- Navigate to Report Server Manager
- Export XML with XMLgenerator
- Create Basic SSRS Reports
- Add Custom Reports in Web to template

INTRODUCTION

This is a 3-day course that will give an overview into SSRS Reports built to use in the InformRMS Web product. In this 3-day course, participants will be exposed to the default reports built in the InformRMS Web and used inside of the product as well as begin to build their own custom reports.

TRAINING TOPICS

DAY 1 August 8

8:00- 11:30 : Output Designer Introduction – Required Functionality

- Virtual Folders / Locations
 - Web db Server
 - IIS Server
 - Local Machine
- Required Windows Access
 - Virtual Folders
 - Browsing Rights
 - RMS Web Servers / Report Manager (SSRS)
- Report Manager Access
 - Local Machine download / access permissions
 - Web db Server (RDP) download / access permissions
- Accessing Report Manager (SSRS) Directories
 - Navigating to the Reports Folder
 - Report Folders
 - TriTech Folder
 - System Folder
 - Agency Folder
 - Default Report Types

Output Designer – XML Report Generator

- General Functionality
 - DataSource Info
 - Agency Selection
 - Module Selection
 - Template Retrieval

- .XML Export

Output Designer – XML File Management

- Virtual Folder Access / Storage
- XML Virtual Folder Path
 - Report Datasource Requirements
 - Report Dataset Requirements
- XML Update / Refresh
 - DataSource Info

Output Designer – SSRS Report Generation

- Creating a Report
 - Copying a Default Report
 - Creating a Blank New Report
- Datasource Information / Properties
 - Creating a Data Set
 - Modifying the Data Source
 - Development: Virtual Folder Path
 - Production: [@ReportDataSource] parameter
 - Testing the Connection

Output Designer – SSRS Report Generation

- Dataset Information / Properties
 - Fields
 - Creating a Data Set
 - Query Type / Structure; example:
 - `<Query><ElementPath>Data/Case</ElementPath></Query>`
- Report Layout
 - Inserting Tables
 - Inserting Textboxes
 - Adding Dataset Elements to Report
- Testing Report in SSRS
 - Run Mode
- Preparation for Production
 - Change Connection String
 - Credentials
- Best Practices
 - Build and Test in Non-Production Environment
 - Summary Template Requirements

LUNCH 11:30- 13:00

13:00- 15:30: Output Designer – SSRS Report Generation (Cont)

- Associating the SSRS Report to a Data Entry Template
 - Data Entry Designer
 - Summary Report
 - Officer Report

- Create New Paper Type – RMS Web
 - Enter Sample Data
 - View SSRS Report

Output Designer – Form Development

- Hands-on Activity

15:30-16:00: Review of Day's Progress/Questions

DAY 2 August 9

8:00-8:30: Review From Day 1

8:45-11:30: Output Designer – Advanced Formatting in SSRS

- Codes vs. Descriptions
- Date / Time
- Checkboxes
- Expressions
- Functions

Output Designer – Form Development

- Hands-on Activity

LUNCH 11:30- 13:00

13:00-15:30: Output Designer – Form Development

- Hands-on Activity

15:30-16: Review of Day's Progress/Questions

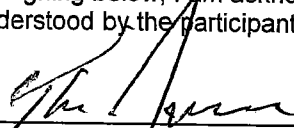
DAY 3 August 10

8:00- 14:00: Output Designer – Form Development

- Hands-on Activity

Inform RMS Training Acknowledgement

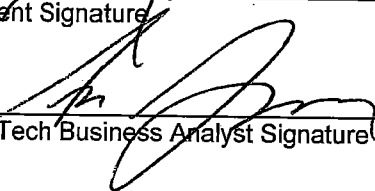
By signing below, I am acknowledging that the above listed training items were explained by TriTech and understood by the participants.



Client Signature

Date

08/29/17



TriTech Business Analyst Signature

<https://www.surveymonkey.com/r/TTRMSDOLF>

Resolution

Number 17-1337

Adopted Date August 29, 2017

APPROVE COUNTY MOTOR VEHICLE TAX (CVT-357) FOR THE VILLAGE OF MORROW IN THE AMOUNT OF \$1,600.00

BE IT RESOLVED, to approve the following County Motor Vehicle Tax (CVT-357) for the Village of Morrow.

<u>Project No.</u>	<u>Description</u>	<u>Total Cost</u>	<u>CVT Funds</u>	<u>Other Funds</u>
CVT - 357	Sight distance clearing along village roadways.		\$1600.00	

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

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

Resolution adopted this 29th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)
Village of Morrow (file)

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

Resolution

Number 17-1338

Adopted Date August 29, 2017

APPROVE AND AUTHORIZE PRESIDENT OF THE BOARD TO ENTER INTO GROUND LEASE AGREEMENT BETWEEN THIS BOARD, WARREN COUNTY BOARD OF DEVELOPMENTAL DISABILITIES AND THE CITY OF MASON

BE IT RESOLVED, to approve and authorize the President of the Board to enter into a round lease agreement between this Board, Warren County Board of Developmental Disabilities and the City of Mason relative to the approximate 11 acres owned by this Board adjacent to the City of Mason property in which the City plans to construct a unique, inclusive playground to allow people of all abilities to play together; copy of said lease as attached hereto and made a part hereof.

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

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

Resolution adopted this 29th day of August 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: C/A—City of Mason
C/A—Board of Developmental Disabilities (file)
Bruce McGary
T. Zindel

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (the "Ground Lease"), made and entered into effective as of _____, 2017 by and between the BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, as lessor (sometimes referred to as the "Lessor" or the "County"), on behalf of The Warren County Board of Mental Retardation and Developmental Disabilities, now known as The Warren County Board of Developmental Disabilities, with its offices located at 42 Kings Way Road, Lebanon, OH 45036 ("BDD") and the CITY OF MASON, OHIO, a city and a political subdivision of the State of Ohio, located in the County of Warren, State of Ohio with its offices located at Municipal Building, 6000 Mason-Montgomery Road, Mason, Ohio 45040 as lessee (sometimes referred to as the "Lessee" or the "City");

RECITALS:

A. The County owns an 11 acre parcel, more or less, located on Route 42, in the City of Mason, Warren County, Ohio, identified as Auditor's parcel no. 1505200024 and being the land more particularly described in Exhibit A attached hereto and made part hereof ("County Property" or "Leasehold Estate"); and

B. The City owns a 22.929 acre parcel, more or less, located on Route 42, in the City of Mason, Warren County, Ohio, identified as Auditor's parcel no. 1505200023 and being the land more particularly described in Exhibit B attached hereto and made part hereof ("City Property"); and

C. The County Property and the City Property are adjacent to each other, and the County and the City desire to enter into a Ground Lease Agreement under which the City will lease the County Property from the County; and

D. The City plans to construct a unique, inclusive playground called Common Ground, on the County and City Property, to allow people of all abilities to play together; (the "Project") and

E. The County and the City acknowledge that these Recitals are an integral part of this Ground Lease Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties to this Ground Lease agree as follows:

SECTION 1. Grant of Leasehold Estate. In consideration of the terms, covenants and conditions hereinafter set forth, the County hereby demises, rents, leases and lets to the City the County Property, and the City hereby rents, leases and hires the County Property from the County. The County covenants with the City that upon the City's performance and observance of its covenants and agreements under this Ground Lease, the City shall and may peaceably and

quietly have, hold, occupy and enjoy the County Property without let or hindrance from the Lessor.

SECTION 2. Term. The term of this Ground Lease will commence _____, 2017, and will expire at 11:59PM on December 22, 2019, and thereafter shall be subject to a conveyance of the County Property from the County to City as provided below.

SECTION 3. Rent. A one-time rent payment shall be payable on _____, 2017, in the amount of One Dollar (\$1.00), and there shall be no further rent payable by Lessee to the County in consideration of the improvements the City will make on the County Property.

SECTION 4. Assignment/Subletting of Leasehold Estate. Assignment of the Leasehold Estate by either party to this Ground Lease shall be prohibited. Lessee shall not sublet the County Property, unless agreed upon by all parties in writing.

SECTION 5. Environmental Matters. The Lessor has no knowledge that the County Property, including the soil and ground water thereof, is not in compliance in all material respects with federal, state or local laws, ordinance or regulations relating to industrial hygiene or to the environmental conditions thereon (including but not limited to any Hazardous Materials Laws and Wetlands Laws as hereinafter defined). Lessee shall be solely responsible for performing its own due diligence to independently determine the soils and ground water is in compliance in all respects with federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions thereon, in order to accept the County Property as-is for purposes of entering into this lease to have a leasehold estate, and in order to accept delivery of conveyance provided for hereinafter.

Lessee in its construction shall comply with all federal, state and local laws and regulations, including but not limited to the federal laws commonly known as CERCLA and RCRA and all other environmental laws.

SECTION 6. Termination of Ground Lease and Conveyance of County Property. The County and City acknowledge that the County Property is subject to a deed restriction as set forth in the Deed recorded in OR Book 3750, page 1 of the Warren County, Ohio records stating that the County Property "...shall not be used for any residential or commercial facilities. Further provided that the real estate shall be conveyed by the Grantee (the County) to any non-state entity for a period of fifteen (15) years..." from December 22, 2004.

(a) Notwithstanding the above deed restriction, this Ground Lease shall terminate prior to the expiration of the lease term in the event that the County is granted legislatively relief by the State of Ohio prior to December 22, 2019, so that the County is permitted to convey the County Property to the City, and if so, the County shall convey the County Property to the City as soon as such legislation is in effect, by Limited Warranty Deed; or

(b) This Ground Lease shall terminate on December 22, 2019, at 11:59PM and the County shall convey the County Property to the City by Limited Warranty Deed executed and effective on December 23, 2019.

(c) There shall be no payment due by the City to the County for the conveyance of the County Property to the City under Section 6 (a) and (b).

SECTION 7. Default and Remedies. The City shall be in default of this Ground Lease if it utilizes the County Property for any purpose outside of the scope of the Project. Any such violation shall result in the termination of the Ground Lease, and the County may retain the improvements constructed for the Project.

So long as the City is not in default of this Ground Lease, the City shall retain ownership of the improvements constructed by the City for the Project.

SECTION 8. Notice. Any notice required by this Ground Lease to be given by either the County or the City to the other shall be in writing, sent by overnight delivery service and unless otherwise specifically stated herein, addressed to the respective party at their respective addresses as follows:

If to the County:
Warren County Commissioners
406 Justice Drive
Lebanon, OH 45036
ATTN. County Administrator

copy to: Warren County Prosecutor
520 Justice Drive, 2nd Fl.
Lebanon, OH 45036

Copy to: Warren County
Board of Developmental Disabilities
42 Kings Way Road
Lebanon, OH 45036
ATTN. Superintendent

If to the City:
City of Mason, Ohio
6000 Mason-Montgomery Road
Mason, Ohio 45040
ATTN: City Manager

copy to: Jeffrey D. Forbes, Law Director
Wood & Lamping, LLP
600 Vine Street, Suite 2500
Cincinnati, Ohio 45202

or at such other address as one party may give notice of to the others in writing.

SECTION 9. Headings. It is understood and agreed that the headings of the various sections of this Ground Lease have been inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Ground Lease or any

of its provisions. The singular number and gender of personal pronouns as used throughout this Ground Lease shall be construed to mean such number and gender as the context, circumstances or its antecedent may require.

SECTION 10. Successors and Assigns. Any term, covenant or condition of this Ground Lease which inures to the benefit of or is binding upon the County shall also inure to the benefit of and be binding upon the successors and assigns of the County. Any term, covenant or condition of this Ground Lease which inures to the benefit of or is binding upon the City shall also inure to the benefit of and be binding upon the successors and assigns of the City.

SECTION 11. Entire Agreement. This Ground Lease constitutes the entire agreement between the County and the City with respect of the subject matter hereof. This Ground Lease may be modified only by a writing signed by both the County and by the City.

SECTION 12. Waiver. No failure by either the County or the City to insist upon the strict performance by the other of any covenant, agreement, term, or condition of this Ground Lease or to exercise any right or remedy contingent upon a breach thereof shall constitute a waiver of any such breach or of such covenant, agreement, term or condition of this Ground Lease and the covenant, agreement, term or condition shall continue in full force and effect with respect to any then existing or subsequent breach.

SECTION 13. Computation of Time. The time in which any act provided by this Ground Lease is to be done is computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday, or legal holiday, and then it is also excluded.

SECTION 14. Counterparts. This Ground Lease may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

SECTION 15. Recording. This Ground Lease shall not be recorded in the Warren County, Ohio, Records.

SECTION 16. Severability. If any provisions of this Ground Lease or any application thereof shall be invalid or unenforceable, the remainder of this Ground Lease and any other application of such provision shall not be affected thereby.

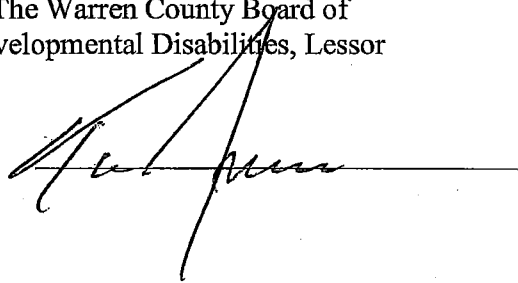
SECTION 17. Governing Law. This Ground Lease shall be governed by and construed in accordance with the laws of the State of Ohio.

SIGNATURE AND ACKNOWLEDGEMENT ON FOLLOWING PAGE

IN WITNESS WHEREOF, the County and BDD have caused their duly authorized representatives to execute this Ground Lease on the dates of the respective acknowledgments of their officers as of the date first written hereinabove.

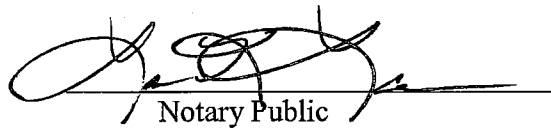
BOARD OF COUNTY COMMISSIONERS
OF WARREN COUNTY, on behalf of The
Warren County Board of Mental Retardation
and Developmental Disabilities, now known
as The Warren County Board of
Developmental Disabilities, Lessor

By:



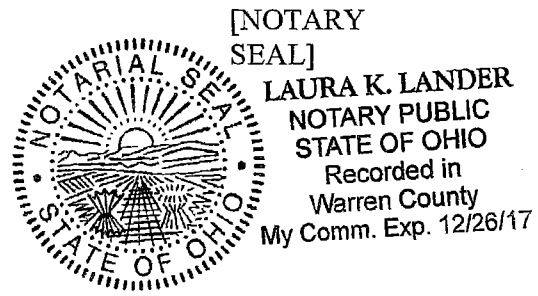
STATE OF OHIO)
) SS:
COUNTY OF WARREN)

The foregoing instrument was acknowledged before me this 29th day of August, 2017 by Tom Grassmann, of the BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, on behalf of The Warren County Board of Mental Retardation and Developmental Disabilities, now known as The Warren County Board of Developmental Disabilities as duly authorized.



Notary Public

My commission expires: 12/26/17



Consent:

Warren County Board of Mental Retardation
and Developmental Disabilities, now known
as The Warren County Board of
Developmental Disabilities

By: Megan K Manuel
Megan Manuel, Superintendent

STATE OF OHIO)
) SS:
COUNTY OF WARREN)

The foregoing instrument was acknowledged before me this 21 day of August, 2017 by Megan Manuel, Superintendent of The Warren County Board of Developmental Disabilities as duly authorized.

Mary A. Smith
Notary Public

My commission expires: 10/14/2020

[NOTARY
SEAL]

Approved as to form by:
DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: David P. Fornshell
Assistant Prosecutor

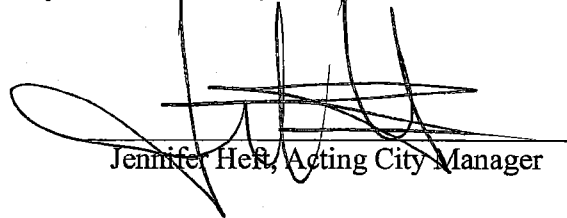
Mary A. Smith
Notary Public State of Ohio
Recorded in Brown County
My commission expires October 14, 2020



IN WITNESS WHEREOF, Eric Hansen, City Manager of the City of Mason, Ohio, has executed this Ground Lease on the dates of the respective acknowledgments as of the date first written hereinabove.

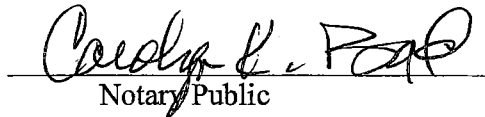
City of Mason, Ohio, Lessee

By:


Jennifer Heft, Acting City Manager

STATE OF OHIO)
) SS:
COUNTY OF WARREN)

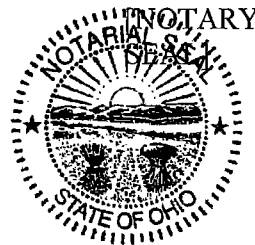
The foregoing instrument was acknowledged before me this 1st day of August, 2017 by Eric Hanson, the City Manager, of the CITY OF MASON, Ohio as duly authorized.


Notary Public

My commission expires: May 22, 2020

HAVE SEEN AND APPROVED:

Jeffrey D. Forbes, Law Director



CAROLYN K. BYRD
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
MAY 22, 2020

This Instrument Prepared By: Wood and Lamping, LLP

Exhibit A

Parcel No. 15-05-200-024

Situated in Section 5, Town 3, Range 2, City of Mason, Warren County, Ohio and being a 11.000 acre parcel further described as follows:

Begin at found 1" iron pin on the southeast corner of lot 9 of Glenmeadow Subdivision, as recorded in Plat Book 26, page 42-43 of the Warren County Recorder's Office, said pin also on a northerly line of Charlie and Bonnie Lawson, as recorded in Official Record 436, page 355, and the true point of beginning;

thence from the true point of beginning, departing said Lawson, and continuing with said Glenmeadow, North 04°27'50" East, passing a found ½" iron pin at 1205.44 feet, a total distance of 1366.92 feet, to a found 1" iron pin on the southerly line of Everybody's Farm, as recorded in Official Record 1607, page 525;

thence departing said Glenmeadow Subdivision, and with said Everybody's Farm, the following two courses:

thence North 78°16'54" East, 621.07 feet, to a set 5/8" iron pin;

thence South 85°32'10" East, 220.00 feet, to a point being referenced by a found 5/8" iron pin, North 04°56'30" West, 0.20 feet;

thence departing said Everybody's Farm, and with the new division line, the following five courses: South 20°17'34" West, 725.46 feet, to a set 5/8" iron pin;

thence North 85°32'28" West, 598.58 feet, to a set 5/8" iron pin;

thence South 04°27'50" West, 820.00 feet, to a set 5/8" iron pin;

thence North 89°00'18" East, 265.86 feet, to a set 5/8" iron pin;

thence South 04°24'30" West, 402.77 feet, to the centerline of Reading Road;

thence departing said division line, and with said centerline, South 49°39'00" West, 28.17 feet, to a point on a westerly line of said Lawson;

thence departing said centerline, and with said Lawson, the following two courses: North 04°24'30" East, passing a set 5/8" iron pin at 70.40 feet, a total distance of 400.62 feet, to a found stone;

thence South 89°00'18" West, 265.88 feet, to the true point of beginning, containing 11.000 acres of land subject to all easements and rights of way of record. (S.R. 123-72)

Prior Deed Reference: O.R. Vol. 3750, page 1.

Exhibit B

Parcel No. 15-05-200-023

Situated in Section 5, Town 3, Range 2, City of Mason, Warren County, Ohio and being a 22.929 acre parcel further described as follows:

Begin at found 1" iron pin on the southeast corner of lot 9 of Glenmeadow Subdivision, as recorded in Plat Book 26, page 42-43 of the Warren County Recorder's Office, said pin also on a northerly line of Charlie and Bonnie Lawson, as recorded in Official Record 437, page 355; thence, departing said Lawson, and with said Glenmeadow, North 04°27'50" East, 1366.92 feet, to a found 1" iron pin on the southerly line of Everybody's Farm, as recorded in Official Record 1607, page 525; thence, departing said Glenmeadow, and with said Everybody's Farm, the following two courses: North 78°16'54" East, 621.07 feet, to a set 5/8" iron pin; thence, South 85°32'10" East, 220.00 feet, to a point being referenced by a found 5/8" iron pin, North 04°56'30" West, 0.20 feet, said point being the true point of beginning;

thence from the true point of beginning thus found, continuing with said Everybody's Farm, the following four courses: South 40°47'57" East, 343.34 feet, to a point being referenced by a found 5/8" iron pin, South 74°37'43" East, 0.28 feet;

thence South 11°18'42" West, 497.25 feet, to a point being referenced by a found disturbed 5/8" iron pin, South 05°42'25" West, 0.14 feet;

thence South 24°39'00" West, 280.00 feet, to a point being referenced by a found 5/8" iron pin, North 68°34'00" East, 0.39 feet;

thence South 40°21'00" East, passing a point being referenced by a found 5/8" iron pin, South 49°39'00" West, 0.11 feet, at 150.37 feet, and a point being referenced by a found 5/8" iron pin, North 49°39'00" East, 0.25 feet at 159.82 feet, a total distance of 200.00 feet, to the centerline of Reading Road;

thence departing said Everybody's Farm, and with said centerline, South 49°39'00" West, 1071.83 feet;

thence departing said centerline, and with the new division line, the following five courses:

North 04° 24'30" East, 402.77 feet, to a set 5/8" iron pin;

thence South 89°00'18" West, 265.86 feet, to a set 5/8" iron pin;

thence North 04°27'50" East, 820.00 feet, to a set 5/8" iron pin;

thence South 85°32'28" East, 598.58 feet, to a set 5/8" iron pin;

thence North 20°17'34" East, 725.46 feet, to the true point of beginning, containing 22.929 acres of land subject to all easements and rights of way of record. (S.R. 123-72)

Prior Deed Reference: O.R. Vol. 3622, page 5.

Resolution

Number 17-1339

Adopted Date August 29, 2017

APPROVE AMENDMENT NO. 1 TO THE ENGINEERING AGREEMENT WITH JACOBS ENGINEERING GROUP, INC., INCREASING PURCHASE ORDER NO. 21277 FOR THE WAYNESVILLE REGIONAL WASTEWATER IMPROVEMENTS PROJECT, SUBFUND NO. 3380

WHEREAS, Warren County and Jacobs Engineering Group, Inc entered into an Engineering Agreement of March 14, 2017 for professional engineering services for the preparation of construction drawings, contract documents and specification, inspection, technical and surveying services during the design and construction of the Waynesville Regional Wastewater Treatment Plant Improvements Project; and

WHEREAS, it is the desire of this Board to amend said Engineering Agreement to allow for additional professional engineering services including the design of a sodium bisulfate chemical storage area at the Waynesville facility and the preparation of contract documents for the roof replacement at the Lower Little Miami WWTP; and

NOW THEREFORE BE IT RESOLVED, to approve Amendment No. 1 increasing Purchase Order No. 21277 to Jacobs Engineering Group, Inc. in the amount of \$38,109 creating a new contract price of \$996,540. Said Amendment, attached hereto and made a part hereof, shall be subject to the following conditions:

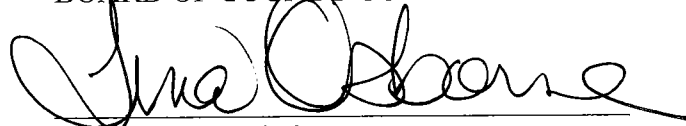
1. The scope of services shall be as stipulated in "May 23, 2017 Proposal for Additional Engineering Services" attached hereto and made a part hereof.
2. Compensation for the additional services shall be in accordance with the March 14, 2017 Engineering Contract, total additional compensation not to exceed \$38,109.

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

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

Resolution adopted this 29th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Jacobs Engineering Group, Inc.
Water/Sewer (file)
Project file

**AMENDMENT NO. 1
ENGINEERING AGREEMENT**

THIS AMENDMENT NO. 1, effective on the date last executed by the Parties hereto, by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, on behalf of WARREN COUNTY, OHIO (hereinafter "COUNTY") and Jacobs Engineering Group, Inc., 1880 Waycross Road, Cincinnati, Ohio 45240 (hereinafter "CONSULTANT").

WHEREAS, Warren County and Jacobs Engineering Group, Inc. entered into an Engineering Agreement on March 14, 2017 for professional engineering services for the preparation of construction drawings, contract documents and specification, inspection, technical and surveying services during the design and construction of the Waynesville Regional Wastewater Treatment Plant Improvements Project; and

WHEREAS, additional services related to the original project were determined to be necessary or beneficial to the COUNTY and were identified as Supplemental Services by said Agreement; and

WHEREAS, it is the desire of this Board to amend said Engineering Agreement to allow for additional professional engineering services including the design of a sodium bisulfate chemical storage area at the Waynesville facility and the preparation of contract documents for the roof replacement at the Lower Little Miami WWTP; and

NOW, THEREFORE, IT IS AGREED by and between the COUNTY and the CONSULTANT that the Waynesville Regional Wastewater Treatment Plant Project Agreement is hereby amended as follows:

SCOPE OF SERVICES

The contractual scope shall be modified as identified in the CONSULTANT's letter dated, May 23, 2017, attached hereto and made a part hereof.

COUNTY RESPONSIBILITIES

The COUNTY shall supply the following data/additional services to the CONSULTANT:

1. Provide full information as to the requirements of the project.
2. Assist CONSULTANT by placing at their disposal all available information pertinent to the project.
3. Examine all studies, reports, sketches, drawings, proposals and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the service of the CONSULTANT.

CONSULTANT:

IN EXECUTION WHEREOF, Jacobs Engineering Group, Inc., has caused this Agreement to be executed by S. Bijoy Ghosh., its Vice President, on the date stated, pursuant to a resolution authorizing the same.

JACOBS ENGINEERING GROUP, Inc.

SIGNATURE: _____

S. Bijoy Ghosh

NAME: S. Bijoy Ghosh

TITLE: Vice President-Water

DATE: _____

08.18.2017

COUNTY:

IN EXECUTION WHEREOF, the Warren County Board of Commissioners has caused this Agreement to be executed by Tom Grassmann, its President on the date stated below, pursuant to Board Resolution No. 17-1339, dated 08/29/17.

WARREN COUNTY BOARD OF COMMISSIONERS

SIGNATURE: _____

Tom Grassmann

NAME: Tom Grassmann

TITLE: President

DATE: _____

08/29/17

Approved as to form:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

Adam Nice

By: Adam Nice, Asst. Prosecutor

SCHEDULE

The CONSULTANT'S additional services shall commence upon the execution of the Amendment by both the CONSULTANT and the COUNTY. All tasks shall be completed in accordance with the March 14, 2017 Agreement.

COMPENSATION

1. The CONSULTANT's fee for all services performed pursuant to this Amendment shall be on a "hourly cost-times-factor" basis for all labor incurred by the CONSULTANT, in accordance with the March 14, 2017 Agreement.
2. Based on the scope of work as described herein, total compensation for all services performed under this Amendment, and all direct reimbursable costs, shall not exceed \$38,109.
3. Payment of compensation shall be made to the CONSULTANT within thirty (30) days after the receipt of an invoice from the CONSULTANT.

TERMS & CONDITIONS

Except as provided herein, the March 14, 2017 Engineering Agreement shall remain binding and in force and effect in all other aspects. In the event any conflict or dispute arises between the March 14, 2017 Engineering Agreement and this Amendment No. 1, such conflict or dispute shall be resolved in accordance with the amended obligations set forth in this Amendment No. 1.

[the remainder of this page is intentionally left blank]



1380 Waycross Road
Cincinnati, Ohio 45240

May 23, 2017

Mr. Chris Brausch, P.E.
Warren County Water & Sewer Department
406 Justice Drive
Lebanon, OH 45036

Subject: Proposal for Additional Engineering Services
Waynesville Regional WWTP Improvements

Dear Mr. Brausch:

Pursuant to your request, Jacobs is pleased to offer this letter proposal for additional engineering services to the Warren County Water & Sewer Department (WCWS). The additional services include one (1) site visit, preparation of design drawing(s), and specifications for WCWS use in obtaining three price quotations for replacement of the Vertical Loop Reactor Blower & Sludge Pump Building and Old Chlorine Building membrane roofs with new EPDM roofs at the Lower Little Miami WWTP (LLMWWTP). It is expected that the specifications developed for the reroofing at the Waynesville Regional WWTP under the current scope of work can be applied at LLMWWTP.

The additional services also include design of upgrades to the existing sodium bisulfite storage and feed system at the Waynesville Regional WWTP. The upgrades are anticipated to include new floor to ceiling walls, bulk storage, containment, new HVAC, emergency shower and eyewash, redundant metering pumps, lighting modifications, and related electrical and instrumentation, along with new double-wall containment piping and new diffuser from the storage garage to the chlorine contact tank. The design is expected to be similar to the other chemical storage and feed facilities under the current scope of work and will include detailed design, specifications, and drawings, including a process and instrumentation diagram. Due to the increase in the storage and feed facilities within the storage garage, it is recommended to add a new Chemical Treatment RIO panel (RIO-500) along with the new I/O required for the facilities. Construction services related to these upgrades will be handled by our existing contract for the Waynesville Regional WWTP improvements.

As a result of the instrumentation workshop on May 15, 2017, it is desired by WCWS to add a new Utilities RIO panel (RIO-700). New I/O will be required for the generator, automatic transfer switch, and power monitoring. Construction services related to these upgrades will be handled by our existing contract for the Waynesville Regional WWTP improvements.

To provide these additional services, the estimated fee increase to our existing Waynesville WWTP engineering contract is as follows:

Description	Estimated Labor Hours	Estimated Fee
LLMWWTP Vertical Loop Reactor Blower & Sludge Pump Building and Old Chlorine Building Roof Replacements		
Site Visit (1)	8	\$681
Design	8	\$681
Drawing	30	\$2851
Specifications (Assume Use Same as for	0	\$0
Mechanical/Plumbing Consultation	8	\$740
Subtotal	54	\$4,953
Sodium Bisulfite Storage and Feed		
Civil/Process	52	\$5,274
Architectural	25	\$2,128
Structural	60	\$5,823
Mechanical	12	\$1,200
Electrical	48	\$3,301
Instrumentation	85	\$9,045
Subtotal	282	\$26,771
Utilities RIO Panel and I/O		
Instrumentation	60	\$6,385
Subtotal	60	\$6,385
Total	481	\$38,109

These additional services can be provided by Jacobs upon approval of an amendment to the current contract. This scope does not include any services not specifically mentioned herein, and is based on the exclusions and assumptions listed below.

1. Electronic files (pdf format or AutoCAD if available) of existing drawings for the LLMWWTP roofs will be provided to Jacobs by WCWS.
2. No environmental investigations are included. No non-roof field inspection; startup, commissioning and compliance; special inspection or other special services are included except as specifically noted herein. These tasks can be provided as additional services via change notice.
3. No reroofing alternatives will be suggested or reviewed. Reroofing design basis is a ballasted EPDM single-ply membrane roof with insulation, cover board, and vapor barrier as required.
4. Jacobs is not responsible for acts or omissions of WCWS, the Contractor, Subcontractor, or of the Contractor(s)' or Subcontractor(s)' agents or employees.
5. No construction support services for the roofs at the LLMWWTP will be provided by Jacobs unless added via change notice or carried under separate budget/contract.

We appreciate the opportunity to submit our proposal for this project amendment and look forward to continuing our work on this project. Please contact me with any questions.

Sincerely,

Jacobs Engineering Group Inc.

Deborah L. Schafer, P.E.
Project Manager

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

Resolution

Number 17-1340

Adopted Date August 29, 2017

APPROVE VARIOUS REFUNDS

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

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 29th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ~~DA~~
Refunds file

Resolution

Number 17-1341

Adopted Date August 29, 2017

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #08/24/2017 001, #08/24/2017 002, #08/24/2017 003, #08/24/2017 004, and #08/24/2017 005; said batches are attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 29th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

kh

cc: Auditor ~~DM~~

Resolution

Number 17-1342

Adopted Date August 29, 2017

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

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

NOW THEREFORE BE IT RESOLVED:

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

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

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

Resolution adopted this 29th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



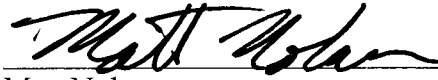
Tina Osborne, Clerk

DH
cc: Auditor
Water/Sewer (file)

RESOLUTION #17-1342
AUGUST 29, 2017
PAGE 2

RECEIPT

I certify that I received a copy of the aforesaid resolution on the 30th day of August, 2017.



Matt Nolan
Warren County Auditor

Resolution

Number 17-1343

Adopted Date August 29, 2017

APPROVE BOND RELEASE FOR SF DUKE, LLC (DBA VINTAGE OAKS) FOR COMPLETION OF IMPROVEMENTS IN VINTAGE OAKS SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND RELEASE


Bond Number	:	N/A
Development	:	Vintage Oaks
Developer	:	SF Duke, LLC d.b.a. Vintage Oaks
Township	:	Deerfield
Amount	:	\$68,195.00
Surety Company	:	Cincinnati Insurance Company – B-1203055

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

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

Resolution adopted this 29th day of August 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 17-1344

Adopted Date August 29, 2017

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR RHEIN NATORP DEVELOPMENT CO, LLC, FOR COMPLETION OF IMPROVEMENTS IN LONG COVE, PHASE 4B SITUATED IN DEERFIELD TOWNSHIP

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

BOND RELEASE


Bond Number	:	11-004 (P/S)
Development	:	Long Cove, Phase 4B
Developer	:	Rhein Natorp Development Co, LLC
Township	:	Deerfield
Amount	:	\$27,504.70
Surety Company	:	Chase Bank Cashier's Check #9121004251

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

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

Resolution adopted this 29th day of August 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Rhein Natorp Dev Co, LLC Attn: Jill Prior 11025 Reed Hartman Hwy., Ste B-1 Cincinnati, OH 45242
Engineer (file)
E. Hartmann
Bond Agreement file

Resolution

Number 17-1345

Adopted Date August 29, 2017

APPROVE SOUTH SHORE PLACE IN LONG COVE, PHASE 4B FOR PUBLIC MAINTENANCE BY DEERFIELD TOWNSHIP

WHEREAS, the Warren County Engineer has verified that South Shore Place has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2375-T	South Shore Place	0'-29'-0"	0.089

NOW THEREFORE BE IT RESOLVED, to accept the above street name for public maintenance by Deerfield Township; and

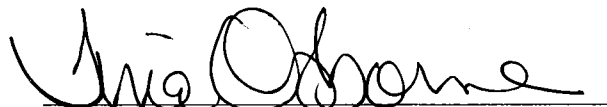
BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

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

Resolution adopted this 29th day of August 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Map Room (Certified copy)
Township Trustees
Ohio Department of Transportation
Engineer (file)
Developer
Bond Agreement file

Choose
Deerfield
Township



Daniel J. Corey • Christopher Romano • Wayne Speer - Board of Trustees
Tom Raga - Fiscal Officer
Eric Reiners - Administrator

August 16, 2017

Warren County Engineer
Attn : Jason Fisher
105 Markey Road
Lebanon, Ohio 45036

Re: Long Cove Sections 4B & 4C

Dear Mr. Fisher,

Please be advised that Deerfield Township concurs that the final punchlist is complete in the above referenced sections of Long Cove. The Township Trustees have passed a resolution accepting maintenance of the public rights-of-ways and will also set the speed limit to twenty-five (25) miles per hour on all streets within the above referenced sections of Long Cove.

Respectfully,

Wess F. Kroll
Director of Public Works
Deerfield Township

Cc: Subdivision File

THE UNDERSIGNED, BEING THE OWNERS AND LIENHOLDERS OF THE LANDS HEREIN PLATTED, HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THE SAID PLAT AND TO DEDICATE, ETC., PARKS OR PUBLIC GROUNDS AS SHOWN HEREON TO PUBLIC USE FOREVER.

"PUBLIC UTILITY EASEMENTS" AS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF WALKS AND FOR THE MAINTENANCE AND REPAIR OF STREETS. THIS EASEMENT AND ALL OTHER EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR A SPECIFIC PURPOSE, ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION OR OTHER UTILITY LINES OR PIPES, STORMWATER DISPOSAL, AND FOR THE EXPRESS PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR ADJACENT THEREON, TO THE FREE USE OF SAID EASEMENTS ON ADJACENT LOTS AND FOR PROVIDING INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES ARE TO BE MAINTAINED AS SUCH FOREVER. NO BUILDINGS OR OTHER STRUCTURES MAY BE PLACED WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES, (2) INFRINGE UPON THE LAND SUPPORT OF SAID FACILITIES, (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD, TO HAVE AND TO HOLD TO EASEMENT FOREVER. WE KNOWLEDGE HAVING THE FULL POWER TO CONVEY THIS UTILITY EASEMENT AND WILL DEFEND SAME AGAINST ALL CLAIMS.

ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY EASEMENT PROVIDERS INCLUDING, BUT NOT LIMITED TO: WARREN COUNTY COMMISSIONERS, FERRIS CABLE COMM., INC., DUKE ENERGY OHIO/KENTUCKY, INC. AND CINCINNATI BELL PHONE COMPANY.

OWNER: RHEN NATORP DEVELOPMENT CO., LLC
 BY: ROBERT C. RICHEN INTERESTS, INC., MANAGING MEMBER

BY: STEVEN J. BOSSE
 VICE PRESIDENT - DEVELOPMENT

JILL K. PRIOR
 NOTARY PUBLIC
 STATE OF OHIO
 My Comm. Exp. 01/21/14

BY: STEVEN J. BOSSE
 VICE PRESIDENT - DEVELOPMENT

CITY OF HAMILTON
 OF OHIO SS

REMEMBERED ON THIS 7th DAY OF MARCH 2011 BEFORE ME, THE UNDERSIGNED, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME STEVEN J. BOSSE, VICE PRESIDENT - DEVELOPMENT OF RHEN NATORP DEVELOPMENT CO., LLC, MANAGING MEMBER OF RHEN NATORP DEVELOPMENT CO., LLC, WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED FOR AND ON BEHALF OF BOTH COMPANIES.

TESTIMONY WHEREOF, I HAVE SET MY HAND AND AFFIRMED MY NOTARIAL SEAL ON THE DAY DATE AFORESAID.

BY: STEVEN J. BOSSE
 VICE PRESIDENT - DEVELOPMENT
 MY COMMISSION EXPIRES 01/21/14

BY: ROBERT C. RICHEN
 MANAGING MEMBER
 MY COMMISSION EXPIRES 01/21/14

REMEMBERED ON THIS 7th DAY OF MARCH 2011 BEFORE ME, THE UNDERSIGNED, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME STEVEN J. BOSSE, VICE PRESIDENT - DEVELOPMENT OF RHEN NATORP DEVELOPMENT CO., LLC, MANAGING MEMBER OF RHEN NATORP DEVELOPMENT CO., LLC, WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING INSTRUMENT TO BE THEIR VOLUNTARY ACT AND DEED FOR AND ON BEHALF OF SAID CORPORATION.

TESTIMONY WHEREOF, I HAVE SET MY HAND AND AFFIRMED MY NOTARIAL SEAL ON THE DAY DATE AFORESAID.

BY: STEVEN J. BOSSE
 VICE PRESIDENT - DEVELOPMENT
 MY COMMISSION EXPIRES 01/21/14

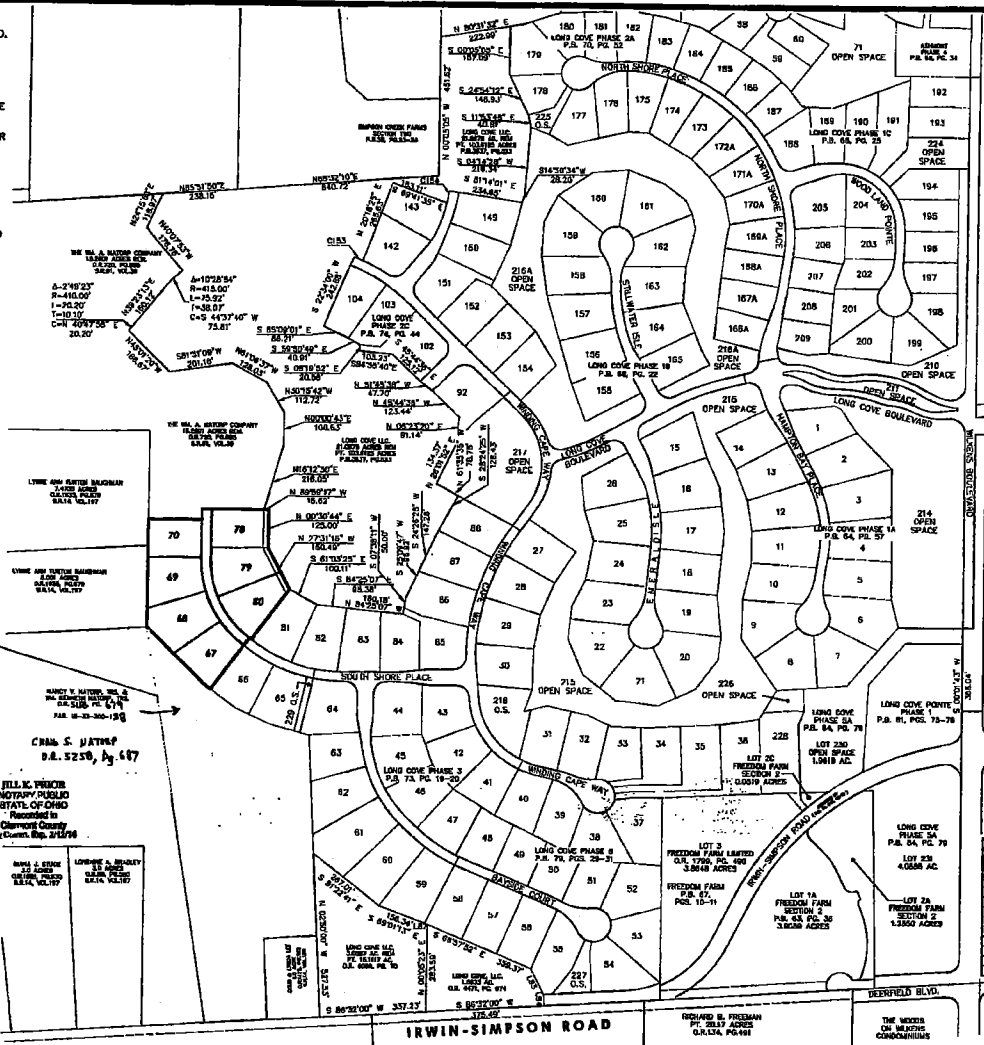
BY: ROBERT C. RICHEN
 MANAGING MEMBER
 MY COMMISSION EXPIRES 01/21/14

REMEMBERED ON THIS 6th DAY OF MARCH 2011 BEFORE ME, THE UNDERSIGNED, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME STEVEN J. BOSSE, VICE PRESIDENT - DEVELOPMENT OF RHEN NATORP DEVELOPMENT CO., LLC, MANAGING MEMBER OF RHEN NATORP DEVELOPMENT CO., LLC, WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING INSTRUMENT TO BE THEIR VOLUNTARY ACT AND DEED FOR AND ON BEHALF OF SAID CORPORATION.

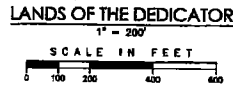
TESTIMONY WHEREOF, I HAVE SET MY HAND AND AFFIRMED MY NOTARIAL SEAL ON THE DAY DATE AFORESAID.

BY: STEVEN J. BOSSE
 VICE PRESIDENT - DEVELOPMENT
 MY COMMISSION EXPIRES 01/21/14

AGREEMENT AND GRANT OF LICENSE FOR MAINTENANCE
 LONG COVE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE CONSTRUCTION INTENDANCE OF THE LANDSCAPING, IRRIGATION FACILITIES, LIGHTING, SIGNAGE, RETAINING WALLS, MASONRY WORK, CULVERTS AND DECORATIVE ITEMS LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY AS MORE SPECIFICALLY DESCRIBED IN COPIES OF AGREEMENT AND GRANT OF LICENSE FOR MAINTENANCE RECORDED IN O.R. PAGE _____ WARREN COUNTY, OHIO RECORDER'S OFFICE.



AREA IN LOTS = 3.8845 ACRES
 AREA IN R/W = 0.3235 ACRES
 TOTAL AREA = 4.2080 ACRES

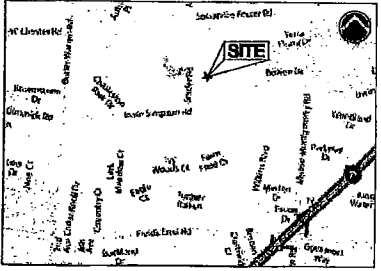


DEED REFERENCE:
 SITUATED IN SECTION 33, TOWN 4, RANGE 2, DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO, CONTAINING 4.2080 ACRES AND BEING 4.1089 ACRES OF THE SAME TRACT CONVEYED TO RHEN NATORP DEVELOPMENT CO., BY DEED RECORDED IN O.R. VOL. 5255, PAGE 171 AND 0.1091 ACRES OF THE SAME TRACT CONVEYED TO RHEN NATORP DEVELOPMENT CO., LLC, BY DEED RECORDED IN O.R. VOL. 5267, PAGE 289, WARREN COUNTY, OHIO RECORDERS OFFICE.

SURVEYOR'S CERTIFICATION:
 I HEREBY CERTIFY THAT THIS MAP OR PLAT IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION AND THAT ALL MONUMENTS AND LOT CORNER PINS WILL BE SET AS SHOWN.
 JERRY L. KELLER, P.E.
 OHIO REGISTRATION NO. 7584
 DATE: 3/11



DEVELOPER
 RHEN NATORP DEVELOPMENT CO., LLC
 7286 REDWOOD ROAD, SUITE 220
 CINCINNATI, OHIO 45236
 513-581-7100



VICINITY MAP

COUNTY COMMISSIONERS:

WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO hereby approve this plat on this 12th day of July 2011.

COMMISSIONERS:
 John J. Sines
 Paul Smith
 [Signature]

COUNTY RECORDER:
 FILE NO. 83026
 RECEIVED THIS 19 DAY OF July 2011 AT 14:11
 RECORDED THIS 19 DAY OF July 2011 AT 14:11
 RECORDED IN PLAT BOOK NO. 85, PAGE 47148
 FEE: 172.00

BY: [Signature]
 DEPUTY
 [Signature] WARREN COUNTY RECORDER

COUNTY AUDITOR:
 TRANSFERRED THIS 19 DAY OF July 2011
 BY: [Signature]
 DEPUTY
 [Signature] WARREN COUNTY AUDITOR

COUNTY SANITARY ENGINEER:
 I HEREBY APPROVE THIS PLAT ON THIS 20th DAY OF July
 [Signature]
 WARREN COUNTY SANITARY ENGINEER

WARREN COUNTY REGIONAL PLANNING COMMISSION:
 THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 8th DAY OF July 2011
 [Signature]
 EXECUTIVE DIRECTOR

DEERFIELD TOWNSHIP ZONING ADMINISTRATOR:
 I HEREBY APPROVE THIS PLAT ON THIS 11th DAY OF March
 [Signature]
 DEERFIELD TOWNSHIP ZONING ADMIN

COUNTY ENGINEER:
 I HEREBY APPROVE THIS PLAT ON THIS 29th DAY OF June
 [Signature]
 WARREN COUNTY ENGINEER

LONG COVE
 PHASE 4B
 SECTION 33, TOWN 4, RANGE 2
 DEERFIELD TOWNSHIP, WARREN COUNTY
 SUBMITAL DATE: JANUARY, 2011

msp McGill Smith Pl
 3700 Park 42 Drive
 Cincinnati, Ohio
 Tel 513.767.0004 Fax
 www.mcgillsmith.com
 Engineers • Architects • Surveyors • Landscape Architects
 CAD 513.767.0004

DRAINAGE STATEMENT

UNLESS OTHERWISE DESIGNATED ON THIS PLAN, A FIFTEEN (15) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON ROAD LOT LINES AND A TEN (10) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON SIDE LOT LINES, WITH THE COMMON LINE BEING THE CENTERLINE OF SAID EASEMENT.

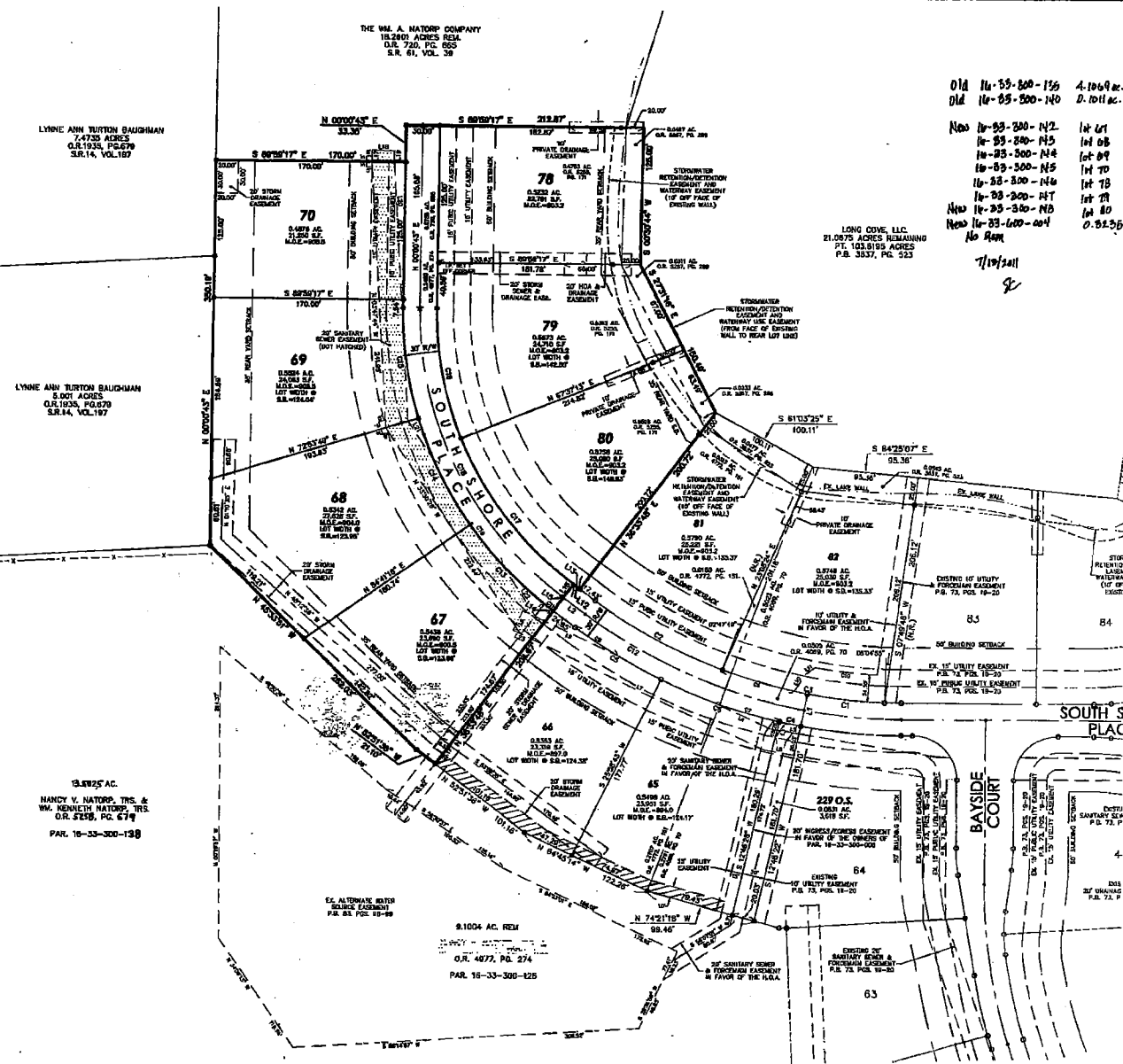
THE EASEMENT AREAS SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNER(S), WITHIN THE EASEMENTS, NO STRUCTURE, PLANTING, FENCING, GRASS, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD, OR DIVERT THE FLOW THROUGH THE WATERCOURSE. EASEMENTS SHOWN ON THIS PLAN AND DESIGNATED AS DRAINAGE EASEMENTS ARE DEEMED TO BE LONG COVE HOMEOWNERS ASSOCIATION.

THE WARREN COUNTY COMMISSIONERS AND THE BOARD OF TOWNSHIP RESERVE NO LEGAL OBLIGATION TO MAINTAIN OR PROVIDE ANY OPEN DRAINAGE DITCHES OR WATERCOURSE WITHIN THE EASEMENT AREA UNLESS NOTED OTHERWISE ON THIS PLAN. HOWEVER, WHEN THE PLATED RIGHT-OF-WAY AREA HAS BEEN PREVIOUSLY ACCEPTED FOR PUBLIC MAINTENANCE BY RESOLUTION OF THE BOARD OF TOWNSHIP TRUSTEES, THE BOARD OF TOWNSHIP TRUSTEES OR THEIR REPRESENTATIVES MAY ENTER UPON AND INSPECT THE EASEMENT AREAS AND, IN ACCORDANCE WITH SECTION 10309 OF THE OHIO REVENUE CODE MAY REMOVE OR CAUSE THE REMOVAL OF AN OBSTRUCTION ADVERSELY IMPACTING AN AREA WITHIN THE PUBLIC RIGHT-OF-WAY.

UNTIL THE COMPLETION OF THE DEVELOPER'S PUBLIC IMPROVEMENT MAINTENANCE BONDING PERIOD, THE DEVELOPER (OR THEIR AGENTS) RESERVES THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLISH OR RE-ESTABLISH DRAINAGE SPACES WITHIN ALL DRAINAGE EASEMENTS, FOR THE PURPOSE OF CONSTRUCTING AND DIRECTING STORMWATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.

THE PUBLICLY-MAINTAINED PORTION OF THE STORM SEWER SYSTEM WILL INCLUDE STORM DRAINS, COLLECTION, AND/OR DITCHES LOCATED WITHIN EITHER THE PUBLIC RIGHT-OF-WAY OR THE PUBLIC UTILITY EASEMENT AREA ADJACENT TO THE ROAD RIGHT-OF-WAY WITH THE EXCEPTION OF SWAMP BAINS AND COLLECTION FOR PRIVATE PROPERTIES. WHERE IN CASE OF AN OPEN DITCH, A DEVELOPER, BUILDER OR LOT OWNER INSTALLS A COLLECTION OF PRIVATE PROPERTY, THE STORM DRAIN SHALL BE PROVIDED BY A PROFESSIONAL ENGINEER TO ENSURE THAT NEITHER THIS PROPERTY OR ADJACENT PROPERTIES ARE NEARLY IMPACTED, AND THE LOT OWNER(S) MUST NOTE THAT THEY ARE RESPONSIBLE FOR MAINTAINING THE STORM SEWER UNLESS NOTED OTHERWISE ON THE PLAN.

THE LONG COVE HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES LOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY INCLUDING SEWER, STRUCTURES, DETENTION/RETENTION BASINS, AND SWAMP BAINS.



Old 14-55-300-136 4.1069 ac.
 Old 14-55-300-140 0.1011 ac.
 New 14-55-300-142 1st 6ft
 14-55-300-145 1st 6ft
 14-55-300-146 1st 6ft
 14-55-300-147 1st 6ft
 New 14-55-300-148 1st 6ft
 New 14-55-300-149 1st 6ft
 No flow 0.3235 ac. in R/W

LONG COVE, LLC.
 210875 ACRES REMAINING
 P.L. 103.8185 ACRES
 P.B. 3337, PG. 523

7/10/2011
 J

RECORDED BASED ON HATCOFF LTD. DEED AS RECORDED IN OFFICIAL RECORDS 320, PAGE 32 WARREN COUNTY, OHIO RECORDER'S OFFICE.

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C1	480.00'	49.73'	34.84'	68.89'	S89°24'30"E
C2	480.00'	150.37'	45.00'	178.78'	S81°24'30"E
C3	480.00'	148.20'	73.31'	148.84'	S78°24'30"E
C4	480.00'	108.88'	110.90'	103.01'	S70°24'30"E
C5	480.00'	85.82'	158.89'	85.82'	S52°24'30"E
C6	480.00'	112.82'	206.27'	118.87'	S70°24'30"E
C7	480.00'	158.87'	294.87'	158.87'	S52°24'30"E
C8	480.00'	48.82'	231.14'	48.82'	S50°24'30"E
C9	480.00'	27.24'	333.82'	27.24'	S71°24'30"E
C10	148.87'	50.00'	20.00'	20.00'	S83°24'30"E
C11	340.00'	0.47'	4.71'	0.47'	S52°24'30"E
C12	148.87'	50.00'	20.00'	20.00'	S83°24'30"E
C13	340.00'	0.47'	4.71'	0.47'	S52°24'30"E
C14	340.00'	108.00'	36.41'	107.60'	S24°24'30"E
C15	340.00'	105.82'	61.14'	105.82'	S24°24'30"E
C16	340.00'	111.14'	61.36'	103.30'	S11°24'30"E
C17	340.00'	118.00'	28.14'	118.00'	S17°24'30"E
C18	340.00'	103.87'	103.87'	112.31'	S17°24'30"E
C19	340.00'	112.87'	56.88'	112.14'	S33°24'30"E

LINE TABLE

LINE	BEARING	DISTANCE
L1	S10°24'30"W	30.00'
L2	N32°24'14"W	24.80'
L3	S33°24'14"W	18.01'
L4	S54°24'30"E	24.84'
L5	S69°24'30"E	24.80'
L6	N52°24'30"E	22.84'
L7	N54°24'30"E	24.80'
L8	N52°24'30"E	22.84'
L9	S54°24'30"E	24.80'
L10	S33°24'14"W	18.00'
L11	N34°24'30"E	18.00'
L12	N33°24'30"E	7.47'
L13	S32°24'30"E	8.00'
L14	N32°24'30"E	8.00'
L15	N33°24'30"E	8.00'
L16	N32°24'30"E	8.00'
L17	N32°24'30"E	8.00'
L18	N32°24'30"E	8.00'
L19	N32°24'30"E	8.00'
L20	S24°24'30"E	245.87'
L21	S33°24'30"E	24.80'
L22	N42°24'30"E	11.00'



- LEGEND**
- (UNLESS NOTED OTHERWISE)
 - 5/8" IRON PIN SET
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 - 1" IRON PIN SET
 - 1/4" IRON PIN SET
 - 3/8" IRON PIN SET
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Resolution

Number 17-1346

Adopted Date August 29, 2017

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR RHEIN NATORP DEVELOPMENT CO, LLC, FOR COMPLETION OF IMPROVEMENTS IN LONG COVE, PHASE 4C SITUATED IN DEERFIELD TOWNSHIP

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

BOND RELEASE

Bond Number	:	13-006 (M)
Development	:	Long Cove, Phase 4C
Developer	:	Rhein Natorp Development Co, LLC
Township	:	Deerfield
Amount	:	\$38,535.35
Surety Company	:	Chase Bank Cashier's Check #9121006891

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

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

Resolution adopted this 29th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Rhein Natorp Dev Co, LLC Attn: Jill Prior 11025 Reed Hartman Hwy., Ste B-1 Cincinnati, OH 45242
Engineer (file)
E. Hartmann
Bond Agreement file

Resolution

Number 17-1347

Adopted Date August 29, 2017

APPROVE SOUTH SHORE PLACE IN LONG COVE, PHASE 4C FOR PUBLIC MAINTENANCE BY DEERFIELD TOWNSHIP

WHEREAS, the Warren County Engineer has verified that South Shore Place has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2375-T	South Shore Place	0'-29'-0"	0.047

NOW THEREFORE BE IT RESOLVED, to accept the above street name for public maintenance by Deerfield Township; and

BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 29th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Map Room (Certified copy)
Township Trustees
Ohio Department of Transportation
Engineer (file)
Developer
Bond Agreement file

Choose
Deerfield
Township



Daniel J. Corey • Christopher Romano • Wayne Speer - Board of Trustees
Tom Raga - Fiscal Officer
Eric Reiners - Administrator

August 16, 2017

Warren County Engineer
Attn : Jason Fisher
105 Markey Road
Lebanon, Ohio 45036

Re: Long Cove Sections 4B & 4C

Dear Mr. Fisher,

Please be advised that Deerfield Township concurs that the final punchlist is complete in the above referenced sections of Long Cove. The Township Trustees have passed a resolution accepting maintenance of the public rights-of-ways and will also set the speed limit to twenty-five (25) miles per hour on all streets within the above referenced sections of Long Cove.

Respectfully,

Wess F. Kroll
Director of Public Works
Deerfield Township

Cc: Subdivision File

E UNDERSIGNED, BEING THE OWNERS AND LIENHOLDERS OF THE LANDS HEREIN PLATTED, REBY VOLUNTARILY CONSENT TO THE EXECUTION OF THE SAID PLAT AND DO DEDICATE S, PARKS OR PUBLIC GROUNDS AS SHOWN HEREON TO PUBLIC USE FOREVER.

"PUBLIC UTILITY EASEMENTS" AS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF LINES AND FOR THE MAINTENANCE AND REPAIR OF STREETS. THIS EASEMENT AND ALL EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR A SPECIFIC PURPOSE, ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION, OR OTHER UTILITY LINES OR FOR STORMWATER DISPOSAL, AND FOR THE EXPRESS PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR ADJACENT THERETO, TO THE FREE USE OF SAID EASEMENTS OR ADJACENT THERETO AND FOR PROVIDING ACCESS TO THE PROPERTY FOR SAID PURPOSES. THIS EASEMENT IS TO BE MAINTAINED AS SUCH FOREVER, NO BUILDINGS OR OTHER STRUCTURES MAY BE LOCATED WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED (1) WITHOUT CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) WITHOUT THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR ABILITY TO MAINTAIN THE LINES OR (4) CREATE A HAZARD, TO HAVE AND TO HOLD THE EASEMENT FOREVER, WE WEDGEO HAVING THE FULL POWER TO CONVEY THIS UTILITY EASEMENT AND WILL DEFEND WE AGAINST ALL CLAIMS.

JOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY E PROVIDERS INCLUDING, BUT NOT LIMITED TO: WARREN COUNTY COMMISSIONERS, R CABLE COMM, INC., DUKE ENERGY OHIO/NEWYUCKY, INC. AND CINCINNATI BELL ONE.

OWNER: RHEN NATORP DEVELOPMENT CO., LLC.
BY: ROBERT C. RHEN INTERESTS, INC., MANAGER

BY: *Steve J. Bosse*
STEVEN J. BOSSE
VICE PRESIDENT - DEVELOPMENT

BY: *William F. Napp*
WILLIAM F. NAPP
VICE PRESIDENT - DEVELOPMENT

MEMBERED ON THIS 12TH DAY OF MAY, 2013, BEFORE ME, THE UNDERSIGNED, A PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME STEVEN J. BOSSE, VICE PRESIDENT - DEVELOPMENT OF ROBERT C. RHEN INTERESTS, INC., MANAGER OF RHEN NATORP DEVELOPMENT CO., LLC, WHO ACKNOWLEDGED THE SIGNING AND ION OF THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED FOR AND ALF OF BOTH COMPANIES.

WHOM WHEREOF, I HAVE SET MY HAND AND AFFIXED MY NOTARIAL SEAL ON THE DAY E AFORSAID.

BY: *Jill K. Prior*
JILL K. PRIOR
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Charmont County
My Comm. Exp. 2/12/14

LIEN HOLDER: THE HM. A. NATORP COMPANY
(AN OHIO CORPORATION)
BY: *William K. Katsop*
WILLIAM K. KATSOPO
VICE PRESIDENT - DEVELOPMENT

MEMBERED ON THIS 22ND DAY OF MAY, 2013, BEFORE ME, THE UNDERSIGNED, A PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME WILLIAM K. KATSOPO, VICE PRESIDENT - DEVELOPMENT OF THE HM. A. NATORP COMPANY, CORPORATION, WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE O INSTRUMENT TO BE THEIR VOLUNTARY ACT AND DEED FOR AND ON BEHALF OF THE CORPORATION.

WHOM WHEREOF, I HAVE SET MY HAND AND AFFIXED MY NOTARIAL SEAL ON THE DAY E AFORSAID.

BY: *Jill K. Prior*
JILL K. PRIOR
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Charmont County
My Comm. Exp. 2/12/14

MEMBERED ON THIS 22ND DAY OF MAY, 2013, BEFORE ME, THE UNDERSIGNED, A PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME WILLIAM K. KATSOPO, VICE PRESIDENT - DEVELOPMENT OF THE HM. A. NATORP COMPANY, CORPORATION, WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE O INSTRUMENT TO BE THEIR VOLUNTARY ACT AND DEED FOR AND ON BEHALF OF THE CORPORATION.

WHOM WHEREOF, I HAVE SET MY HAND AND AFFIXED MY NOTARIAL SEAL ON THE DAY E AFORSAID.

BY: *Jill K. Prior*
JILL K. PRIOR
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Charmont County
My Comm. Exp. 2/12/14

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BY: *Jill K. Prior*
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MEMBERED ON THIS 22ND DAY OF MAY, 2013, BEFORE ME, THE UNDERSIGNED, A PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME WILLIAM K. KATSOPO, VICE PRESIDENT - DEVELOPMENT OF THE HM. A. NATORP COMPANY, CORPORATION, WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE O INSTRUMENT TO BE THEIR VOLUNTARY ACT AND DEED FOR AND ON BEHALF OF THE CORPORATION.

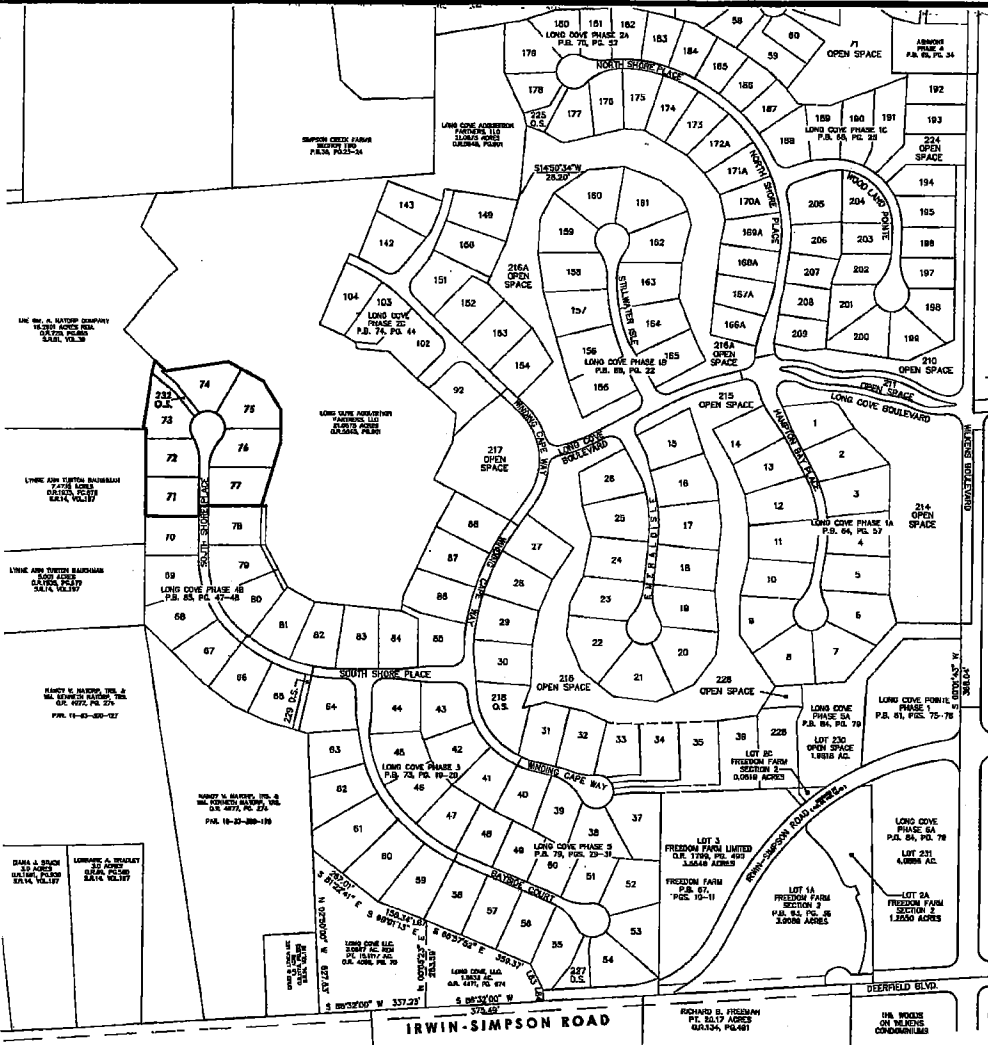
WHOM WHEREOF, I HAVE SET MY HAND AND AFFIXED MY NOTARIAL SEAL ON THE DAY E AFORSAID.

BY: *Jill K. Prior*
JILL K. PRIOR
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Charmont County
My Comm. Exp. 2/12/14

MEMBERED ON THIS 22ND DAY OF MAY, 2013, BEFORE ME, THE UNDERSIGNED, A PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME WILLIAM K. KATSOPO, VICE PRESIDENT - DEVELOPMENT OF THE HM. A. NATORP COMPANY, CORPORATION, WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE O INSTRUMENT TO BE THEIR VOLUNTARY ACT AND DEED FOR AND ON BEHALF OF THE CORPORATION.

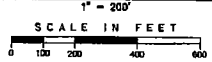
WHOM WHEREOF, I HAVE SET MY HAND AND AFFIXED MY NOTARIAL SEAL ON THE DAY E AFORSAID.

BY: *Jill K. Prior*
JILL K. PRIOR
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Charmont County
My Comm. Exp. 2/12/14



DATA & BOUNDARY SURVEY	LONG COVE PHASE 1C
DATE: 11/11/11	DATE: 11/11/11
BY: JERRY W. KELLER	BY: JERRY W. KELLER
PROF. REG. NO. 5-7584	PROF. REG. NO. 5-7584

LANDS OF THE DEDICATOR

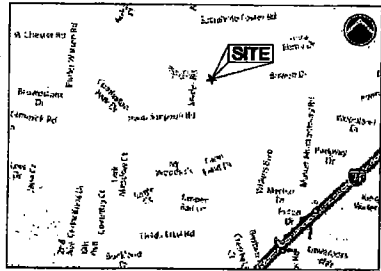


AREA IN LOTS =	3.7458 ACRES
AREA IN OPEN SPACE =	0.1150 ACRES
AREA IN R/W =	0.3762 ACRES
TOTAL AREA =	4.2370 ACRES

SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY THAT THIS MAP OR PLAT IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION AND THAT ALL MONUMENTS AND LOT CORNER PINS WILL BE SET AS SHOWN.
Jerry W. Keller 5/15/13
JERRY W. KELLER, P.S.
OHIO REGISTRATION NO. 7584



DEVELOPER
RHEN NATORP DEVELOPMENT CO., LLC.
7266 KENWOOD ROAD, SUITE 220
CINCINNATI, OHIO 45236
616-681-7100



VICINITY MAP

COUNTY COMMISSIONERS:
WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY APPROVE THIS PLAT ON THIS 12TH DAY OF MAY, 2013.

COMMISSIONERS
Pat Smith
Bob Jones

COUNTY RECORDER:
FILE NO. 921736
RECEIVED THIS 12TH DAY OF JUNE, 2013, AT 10:58
RECORDED THIS 12TH DAY OF JUNE, 2013, AT 10:58
RECORDED IN PLAT BOOK NO. 88, PAGE 15+16
FEE: \$172.00

BY: *John M. Steiner* DEPUTY
Roda Aha WARREN COUNTY RECORDER

COUNTY AUDITOR:
TRANSFERRED THIS 12TH DAY OF JUNE, 2013.
BY: *Jackie Spurnhaling* DEPUTY
Nick Nelson WARREN COUNTY AUDITOR

COUNTY SANITARY ENGINEER:
I HEREBY APPROVE THIS PLAT ON THIS 22ND DAY OF MAY, 2013.
Al Brown WARREN COUNTY SANITARY ENGINEER

WARREN COUNTY REGIONAL PLANNING COMMISSION:
THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 22ND DAY OF MAY, 2013.
Shirley Williams EXECUTIVE DIRECTOR

DEERFIELD TOWNSHIP ZONING ADMINISTRATOR:
I HEREBY APPROVE THIS PLAT ON THIS 22ND DAY OF MAY, 2013.
Laura A. Mullenbach AICP DEERFIELD TOWNSHIP ZONING ADMINISTRATOR

COUNTY ENGINEER:
I HEREBY APPROVE THIS PLAT ON THIS 23RD DAY OF MAY, 2013.
Neil F. Tomison WARREN COUNTY ENGINEER

LONG COVE
PHASE 4C
SECTION 33, TOWN 4, RANGE
DEERFIELD TOWNSHIP, WARREN COUNTY
SUBMITTAL DATE: MARCH, 2011

msp McGill Smith Pur
3700 Park 43 Drive
Cincinnati, OH 45244
Tel 513-757-0000 x Fax 4
www.mspinc.com

Engineers - Architects - Surveyors - Landscape Architects
Drawn by: JWK/DBL
Checked by: JWK/DBL
Produced by: JWK/DBL
Scale: AS SHOWN
Date: 5/15/13

Resolution

Number 17-1348

Adopted Date August 29, 2017

APPROVE THE FOLLOWING RECORD PLATS

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

- Meijer Subdivision, Outlot 2 – Deerfield Twp.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 29th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 17-1349

Adopted Date August 29, 2017

APPROVE AN APPROPRIATION DECREASE WITHIN FUND #485 MIAMI VALLEY
GAMING TIF

BE IT RESOLVED, to approve the following appropriation decrease:

\$00.41 from #485-3120-511 (Miami Valley Gaming Tif Interest)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 29th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ~~DA~~
Appropriation Decrease file
Engineer (file)
OMB

Resolution

Number 17-1350

Adopted Date August 29, 2017

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

WHEREAS, the Department of Human Services has requested that the second month of their mandated share for SFY 2018 be transferred into the Human Services Public Assistance Fund #203; and

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


\$17,094.75 from #101-1112-742-9000 (Commissioners Grants - Public Assistance)
into #203-2040-999-9000 (Human Services - Public Assistance)

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

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

Resolution adopted this 29th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ~~DH~~
Operational Transfer file
Human Services (file)
OMB

Resolution

Number 17-1351

Adopted Date August 29, 2017

ACCEPT AN AMENDED CERTIFICATE AND APPROVE A SUPPLEMENTAL APPROPRIATION FOR AIRPORT CONSTRUCTION FUND #479

BE IT RESOLVED, to accept an amended certificate from the Warren County Budget Commission for Fund #479 in the amount of \$2,155,607.00; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriation:

\$2,155,607.00 into #479-3850-320 (Airport – Cap Purchases \$10,000 & over)

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

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

Resolution adopted this 29th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ~~DW~~
Amended Certificate file
Supplemental App file
Airport Authority (file)
OMB

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code, Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, August 25, 2017

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2017, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Capital Project	Jan. 1st, 2017	Taxes	Other Sources	Total
Airport Construction	\$1,291,626.19	\$0.00	\$2,048,522.69	\$3,340,148.88
Fund 479				
TOTAL	\$1,291,626.19	\$0.00	\$2,048,522.69	\$3,340,148.88

2017 AUG 25 PM 12 35

_____)
)
Matt Nolan)
) Budget
) Commission
)
 _____)

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

Resolution

Number 17-1352

Adopted Date August 29, 2017

APPROVE A SUPPLEMENTAL APPROPRIATION AND APPROPRIATION
ADJUSTMENTS WITHIN COMMON PLEAS COURT COMMUNITY BASED
CORRECTIONS FUND #289

BE IT RESOLVED, to approve the following supplemental appropriation:

\$80,000.00 into #289-1226-320 (Capital Purchases \$10,000 and over)

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 9,000.00 from #289-1226-317 (Capital Purchases under \$10,000)
into #289-1226-210 (Office Supplies, General)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 29th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ~~DA~~
Supplemental Adjustment file
Appropriation Adj. file
Common Pleas (file)
Community Corrections (file)
OMB

Resolution

Number 17-1353

Adopted Date August 29, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN VETERANS FUND #101-5210

BE IT RESOLVED, to approve the following appropriation adjustment:

\$10,000.00 from #101-5210-210 (Office Supplies)
 into #101-5210-910 (Other Expenses)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 29th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ~~D4~~
Appropriation Adj. file
Veterans (file)
OMB

Resolution

Number 17-1354

Adopted Date August 29, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE BUILDING AND ZONING
DEPARTMENT FUND #101-2300

BE IT RESOLVED, to approve the following appropriation adjustment:

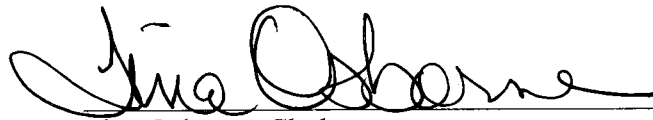
\$2,000.00 from #101-2300-910 (Other Expense)
 into #101-2300-850 (Training-Education)

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

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

Resolution adopted this 29th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ~~D*~~
Appropriation Adj. file
Building/Zoning (file)
OMB

Resolution

Number 17-1355

Adopted Date August 29, 2017

AUTHORIZE PAYMENT OF BILLS

BE IT RESOLVED, to authorize payment of bills as submitted on Batches #08/29/2017 001, #08/29/2017 002, #08/29/2017 003, #08/29/2017 004, #08/29/2017 005, and #08/29/2017 006; said batches attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 29th day of August 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor ~~DA~~

Resolution

Number 17-1356

Adopted Date August 29, 2017

AUTHORIZE COUNTY ADMINISTRATOR TO SIGN SETTLEMENT AGREEMENT ON BEHALF OF THE WARREN COUNTY BOARD OF COMMISSIONERS AND WARREN COUNTY DISPATCH ASSOCIATION AND DENNIS RUTTER, EMERGENCY COMMUNICATIONS OPERATOR

WHEREAS, the department and union were approaching arbitration due to a grievance filed by Dennis Rutter; and

WHEREAS, all parties have reached a settlement agreement that the County will pay Mr. Rutter the difference between his overtime rate of pay and regular rate of pay for the thirty minutes of time in paid status that occurred during pay period ending March 1, 2017; and

WHEREAS, the Warren County Dispatch Association and Mr. Rutter agree to withdraw the grievance filed in this matter; and

NOW THEREFORE BE IT RESOLVED, to authorize County Administrator to sign a settlement agreement on behalf of the Warren County Board of Commissioners and Warren County Dispatch Association and Dennis Rutter, Emergency Communications Operator; as attached hereto and made a part hereof.

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

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

Resolution adopted this 29th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Dennis Rutter
c/a – Warren County Dispatch Association
Emergency Services (file)
OMB- Sue Spencer

SETTLEMENT AGREEMENT

This Agreement is entered into this 24th day of August, 2017, by and between the Warren County Commissioners ("Employer") and the Warren County Dispatch Association ("WCDA"). These parties will be collectively referred to as the "Parties."

WHEREAS, the Employer and the WCDA have executed a collective bargaining agreement effective until December 31, 2017; and

WHEREAS, the WCDA has filed a grievance in AAA Case No. 01-17-0002-3782 on behalf of Employee Dennis Rutter ("Grievance") claiming Mr. Rutter earned thirty minutes of pay at the overtime rate (time and a half) for which he was only compensated at his regular hourly rate; and

WHEREAS, the Employer and the WCDA desire to resolve the Grievance;

NOW THEREFORE BE IT RESOLVED THAT, the Parties agree, as follows:

1. The Employer will pay Dennis Rutter the difference between his overtime rate of pay and his regular rate of pay for thirty minutes of time in paid status that occurred during the pay period ending March 1, 2017.
2. The WCDA agrees to withdraw the Grievance referenced above, with prejudice.
3. Through this Agreement, the Employer does not admit to any violation of law or the collective bargaining agreement. This Agreement shall not be used as evidence in the Parties' negotiation for a successor agreement to the collective bargaining agreement expiring on December 31, 2017.
4. Alleged violations of this Agreement shall be subject to the grievance and arbitration procedures set forth in the collective bargaining agreement.

For the Employer:

Mr. Fisher 8/28/17
date

For the WCDA:

Joseph Hays 8/28/17
date

For Warren County:

Fisher 8-29-17
date

Resolution

Number 17-1357

Adopted Date August 29, 2017

APPOINT JEREMY MAGRUM AS ALTERNATE TO THE WARREN COUNTY RURAL ZONING BOARD OF APPEALS

BE IT RESOLVED, to approve the appointment of Jeremy Magrum as Alternate Member to the Warren County Rural Zoning Board of Appeals; said term to expire December 31, 2021; and

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

Mr. Grossmann – yea

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 29th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: RZC (file)
Appointments file
Appointee
Laura Lander

Resolution

Number 17-1358

Adopted Date August 29, 2017

AUTHORIZING THE COUNTY ADMINISTRATOR TO INITIATE NEGOTIATIONS OF A CRITERIA ARCHITECT SERVICES CONTRACT WITH K2M DESIGN FOR THE WARREN COUNTY PROBATE JUVENILE COURT EXPANSION PROJECT

WHEREAS, this Board of County Commissioners (the "Board") recognizing the need for a professional architectural and engineering firm for the purpose of serving as a criteria architect for the Warren County Probate Juvenile Court Expansion (the "Project"), issued a Request for Qualifications relative thereto; and,

WHEREAS, Sections 153.65 through 153.71 of the Ohio Revised Code identifies the requirements and procedures for procuring criteria architect services to prepare conceptual plans and specifications, to assist in the establishment of design criteria, to represent the public authority during the design-build of the Project, including but not limited to confirming that the design prepared by a design-build firm will reflect the original design intent established in the design criteria package: and

WHEREAS, three qualification submittals from professional design service firms were received, reviewed and evaluated by this Board; and

WHEREAS, on August 29, 2017, this Board interviewed all three of the firms and ranked K2M Design as the firm most qualified to perform the criteria architect services for the Project; and

NOW THEREFORE BE IT RESOLVED, to authorize the Warren County Administrator to initiate negotiations of a criteria architect services contract with K2M Design to perform the services at a compensation determined to be fair and reasonable to the Board, as well as considering the other factors required by Section 153.69 (B) of the Ohio Revised Code.

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

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

Resolution adopted this 29th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Project file
Juvenile Court (file)
OMB Bid file
Tiffany Zindel